S. Hrg. 111–691

# IMPEACHMENT TRIAL COMMITTEE ON THE ARTICLES AGAINST JUDGE G. THOMAS PORTEOUS, JR.

## HEARINGS

BEFORE THE

## SENATE IMPEACHMENT TRIAL COMMITTEE UNITED STATES SENATE

ONE HUNDRED ELEVENTH CONGRESS

SECOND SESSION

ON

THE ARTICLES OF IMPEACHMENT AGAINST JUDGE G. THOMAS PORTEOUS, JR., A JUDGE IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF LOUISIANA

November 16, 2010

**Volume 3 of 3, Part D**

Available via the World Wide Web: http://www.access.gpo.gov/congress/senate

U.S. GOVERNMENT PRINTING OFFICE

61–915 PDF WASHINGTON : 2010

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## ACKNOWLEDGMENTS

The Committee gratefully acknowledges the high standard of professionalism and long hours of dedicated service of its staff. The Committee also expresses its appreciation to Lynden C. Armstrong, Chief Clerk of the Committee on Rules and Administration, and to the following staff of Committee members:

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# Volume 3 of 3, Part D
# VIII. EXHIBITS ADMITTED
# (IN NUMERICAL ORDER)

Nº 436534

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

MIDFIRST BANK

*Plaintiff*

vs.

RONALD JAMES REED & EVARISTA CORTEZ REED

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JULY20, 1992 jff

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92-0552

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 436-534 DIVISION "A"

FILED FOR RECORD '93 NOV 17 AM 11 20 DEPUTY CLERK PARISH OF JEFFERSON, LA.

MIDFIRST BANK, S.S.B.

VERSUS

RONALD JAMES REED
(A/K/A RONALD J. REED AND RONALD REED)

AND

EVARISTA CORTEZ REED

FILED: _____ _____
DEPUTY CLERK

CODED

MOTION TO APPOINT CURATOR

On motion of Midfirst Bank, S.S.B., through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Ronald James Reed (a/k/a Ronald J. Reed and Ronald Reed) and Evarista Cortez Reed, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Ronald James Reed (a/k/a Ronald J. Reed and Ronald Reed) and Evarista Cortez Reed.

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the defendant(s), Ronald James Reed (a/k/a Ronald J. Reed and Ronald Reed) and Evarista Cortez Reed, and for all other relief as is just

ISSUED Not a part
DATE JAN 06 1994
S/ MYRA LANDIX

CODED

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and proper in the premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C. Wheat

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 436-534 DIVISION "A"

MIDFIRST BANK, S.S.B.

VERSUS

RONALD JAMES REED
(A/K/A RONALD J. REED AND RONALD REED)

AND

EVARISTA CORTEZ REED

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert J. Kirby attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Ronald James Reed (a/k/a Ronald J. Reed and Ronald Reed) and Evarista Cortez Reed, in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 19th day of November, 19 93.

JUDGE

CODED 2

ON MINUTES
NOV 22 1993

№ 436651

DIV. A

DIV. A JUDGE THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOC

*Plaintiff*

vs.

MARY PATRICIA MCGARRY BISHOP & ELROY MICHAEL BISHOP, JR AND

ELENA BYARS HODGES & JOHN ATWOOD HODGES AND GWENDOLYN TRUXILLO WHITE

*Defendant*

RADER JACKSON

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JULY 22, 1992 jff

3383

HP Exhibit 0189 (158)

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LI-92-04544

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 436-651 DIVISION A

FEDERAL NATIONAL MORTGAGE ASSOCIATION
vs.
MARY PATRICIA McGARRY BISHOP and ELROY MICHAEL BISHOP, JR.
and
ELENA BYARS HODGES and JOHN ATWOOD HODGES
and
GWENDOLYN TRUXILLO WHITE

FILED: _____19____ DEPUTY CLERK_____

CODED 2

MOTION TO APPOINT CURATOR

I.

ON MOTION of the plaintiff herein, who moves the Court for the appointment of a Curator ad Hoc on behalf of the defendant(s), Mary Patricia McGarry Bishop, Elroy Michael Bishop, Jr., John Atwood Hodges and Elena Byars Hodges because from an examination of the record herein and more particularly the return of the Sheriff of the Parish of Jefferson, on the Notice of Seizure to be served on said defendant(s), it appears that the Sheriff has been unable to serve same after a due and diligent search therefor at the last known address in Louisiana. Plaintiff has no other address for the absent defendants.

II.

Accordingly, Mover shows that the said defendant(s) are absentees from this State, even though same may in fact be found within this State, all according to the definition of Article 5251 (1) Of the Louisiana Code of Civil Procedure, and that plaintiff is entitled to have an Attorney at Law appointed as Curator ad Hoc for the unrepresented and absent defendant(s).

ISSUED Art of appt
DATE JAN 12 1993
S/ MYRA LANDIX
Deputy Clerk

CODED

LI-92-04544

ORDER

THE ABOVE and foregoing Motion is GRANTED:

Let Robert G. Creely, Attorney at Law, 901 Derbigny St. Gretna, Louisiana (Service Address) be appointed Curator ad Hoc for the absent and unrepresented defendants, Mary Patricia McGarry Bishop, Elroy Michael Bishop, Jr., John Atwood Hodges, and Elena Byars Hodges.

Gretna, Louisiana, this 11th day of January, 1993.

CODED

ON MINUTES

JAN 12 1993

JUDGE

Respectfully Submitted:

SHUSHAN, MEYER, JACKSON & McPHERSON
ATTORNEYS FOR PLAINTIFF

BY:
RADER JACKSON (atty bar code 7197)
Suite 1500, 1010 Common Street
New Orleans, Louisiana 70112
(504) 581-9444

1) Please serve a copy of this Motion and Notice of Appointment on Curator.

2) Please send a copy of this Motion to the Sheriff, 'Attn: Real Estate Civil Seizures'.

3) Please serve the Sheriff's Notice of Seizure on defendants thru the above appointed Curator.

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 436706

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NATIONAL MORTGAGE CO

*Plaintiff*

vs.

JENNIFER DAVID RAGAN, wife of/and JAMES ALTON RAGAN AND

TWYLA KENNEY MIKE, wife of/and JOHN WAYNE MIKE, JR

*Defendant*

IRA J. MIDDLEBERG

*Attorney for Plaintiff*

*Attorney for Defendant*

iling JULY 22,1992 jff

HP Exhibit 0189 (159)

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CODED

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

NMC 1866-0358/LOAN NO. 519827

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PARISH OF JEFFERSON, LA.

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24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 436-706 DIVISION " " DOCKET NO. 4

NATIONAL MORTGAGE COMPANY

VERSUS

JENNIFER DAVID RAGAN, WIFE OF/AND JAMES ALTON RAGAN
AND TWYLA KENNEY MIKE, WIFE OF/AND JOHN WAYNE MIKE, JR.

file note + mortgage in vault

PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The petition of **NATIONAL MORTGAGE COMPANY,** a corporation organized under the laws of the State of Tennessee, and authorized to do and doing business in the Parish of Jefferson, State of Louisiana, with respect represents that:

1.

a) Defendants, Jennifer David Ragan and James Alton Ragan, are persons of the full age of majority and residents of and domiciled in the Parish of Jefferson, State of Louisiana.

b) Defendants, Twyla Kenney Mike and John Wayne Mike, Jr., are persons of the full age of majority and non-residents of the State of Louisiana, whose last known mailing address is 610 Satsuma, Panama City, Florida 32401.

2.

The defendants are jointly, severally and solidarily liable unto petitioner for the following reasons, to-wit:

3.

Petitioner is the holder and owner in due course for valuable consideration and before maturity of a certain promissory note



CODED

ISSUED not appt
DATE JUL 29 1992
S/ MYRA LANDIX
Deputy Clerk

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executed by Jennifer David Ragan, wife of/and James Alton Ragan, payable to the order of "OURSELVES", and endorsed by the said Jennifer David Ragan, wife of/and James Alton Ragan, in the principal sum of THIRTY THREE THOUSAND FIVE HUNDRED AND NO/100 ($33,500.00) DOLLARS, dated July 28, 1980, payable in monthly installments, including principal and interest, beginning September 1, 1980 and on the first day of each month thereafter until principal and interest are fully paid, the last monthly payment, if not sooner paid, being due and payable on August 1, 2010, and which note bears interest at the rate of 11.50% per annum on the unpaid balance from date, and which note was paraphed "Ne Varietur" for identification with and secured by an Act of Vendor's Lien dated July 28, 1980, passed before Carol Baker, Notary Public and two witnesses and recorded in Registry No. 931396, and MOB 800, folio 584, acquired at COB 985, folio 896, of the official records for the Parish of Jefferson, State of Louisiana. The original of said note is attached hereto and made a part hereof and marked "P-1" for identification. A certified true copy of the Act of Vendor's Lien is attached hereto and made a part hereof and marked "P-2" for identification.

4.

Further, Mellon Financial Services Corporation #7, formerly Carruth Mortgage Corporation, did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Franklin Savings Association by Assignment of Mortgages, in authentic form, dated August 31, 1989, executed by Carol R. Biondi, Vice President-Administrative, and by Sally Hyatt, Assistant Secretary, and passed before Debbie S. Detinne, Notary Public and two witnesses. A certified true copy of said Notarial Endorsement and Assignment of Mortgage Note is attached hereto and made a part hereof and marked "P-3" for identification.

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5.

Further, plaintiff avers that it is the current holder of the aforesaid note, regardless of the blank endorsement mistakenly placed on the reverse of said note by Franklin Savings Association.

6.

Resolution Trust Corporation ("RTC") as Conservator for Franklin Savings Association ("Franklin") became the holder of the aforesaid promissory note, by virtue of the February 15, 1990 order of the Director of the Office of Thrift Supervision ("OTS"), Number 90-368, appointing RTC as Conservator for Franklin, having been recorded via an affidavit, dated March 12, 1990, in Volume 3135, page 660 of the official records of Johnson County, Kansas.

7.

Further, Resolution Trust Corporation as Conservator for Franklin Savings Association, did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto National Mortgage Company by Notarial Act of Endorsement and Assignment of Mortgage Note, in authentic form, dated June 26, 1992, executed by Samuel E. Meek, Vice President, and passed before Gail Elliott Merker, Notary Public and two witnesses. The original of said Notarial Endorsement and Assignment of Mortgage Note is attached hereto and made a part hereof and marked "P-4" for identification.

8.

Deborah Campbell Miller and Gerald F. Miller, Sr. did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow from Jennifer David Ragan and James Alton Ragan, by Act of Sale and Assumption dated July 21, 1983, and passed before Deryle A. Bourgeois, Notary Public, and two witnesses and which Act of Sale and Assumption was duly recorded in MOB 888, folio 489 and COB 1054, folio 624, Registry No. 83-32657, of the official records for the Parish of Jefferson, State of Louisiana.

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A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-5" for identification.

9.

Claudia Fernandez Murphy and Gerald Joseph Murphy did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow from Deborah Campbell Miller and Gerald F. Miller, Sr., by Act of Sale and Assumption dated August 1, 1983, and passed before Deryle A. Bourgeois, Notary Public, and two witnesses and which Act of Sale and Assumption was duly recorded in MOB 889, folio 639 and COB 1055, folio 389, Registry No. 83-34480, of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-6" for identification.

10.

Twyla Kenney Mike and John Wayne Mike, Jr. did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow from Claudia Fernandez Murphy and Gerald Joseph Murphy, by Act of Sale and Assumption dated December 13, 1991, and passed before Deryle A. Bourgeois, Notary Public, and two witnesses and which Act of Sale and Assumption was duly recorded in MOB 3102, folio 165 and COB 2613, folio 276, Registry No. 91-56513, of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-7" for identification.

11.

By virtue of the aforesaid act(s), defendants did specially mortgage, affect and hypothecate unto and in favor of your petitioner, and any other holder or holders of said note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

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THAT CERTAIN PIECE OR PORTION 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 Town of Westwego, Parish of Jefferson, State of Louisiana, and forming a part of the WHITEHOUSE SUBDIVISION, and which said lot is designated by the NO. 31-A in SQUARE NO. 61 (sixty-one), which said lot Square No. 61 is bounded by Fifth and Sixth Streets, Avenues "E" and "F", according to a plan of resubdivision by Hotard & Webb, C.E., dated Gretna, Louisiana, December 14, 1951, and Ordinance No. 539, of the City of Westwego accepted June 8, 1959, a copy of which is attached to an act before Myrtis C. Broussard, N.P., dated July 27, 1959, and according to said plan said lot measures 48 feet in front on Avenue "F", same width in the rear, by a depth between equal and parallel lines of 125.81 feet. Registered in COB 593, folio 99. Recorded in MOB 433, folio 649 on June 12, 1964.

The improvements thereon bear the Municipal No. **648 Avenue F, Westwego, LA.**

12.

By virtue of the act referred to in Paragraph 3 hereinabove, defendants confessed judgment upon the note, and consented that if the same was not paid in accordance with the terms and stipulations of said note and the aforesaid act(s), the property might be seized and sold under executory process, for cash and **without appraisement**, defendants having waived the demand for payment as provided for in Article 2639 of the Louisiana Code of Civil Procedure.

13.

The defendants have failed to pay the installment due January 1, 1992 and all subsequent installments due under said note.

14.

Defendants are therefore in default under the terms and conditions of the aforesaid note and act(s).

15.

Therefore, **NATIONAL MORTGAGE COMPANY**, has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of $30,529.11, interest at the rate of 11.50% per annum from December 1, 1991, until paid,

together with reasonable attorney's fees upon said principal and interest, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

16.

By virtue of the terms of the aforementioned note and act(s), defendants agreed to pay reasonable attorney's fees upon the amounts due under said note for the attorney who might be employed to institute proceedings to recover the amounts due under said note.

17.

This Court has jurisdiction over the property affected and encumbered by the act described in Paragraph 3 hereinabove; but because defendants, Twyla Kenney Mike and John Wayne Mike, Jr., are absentees who cannot be served personally with process, an attorney at law should be appointed to represent them.

18.

By virtue of paragraph 14 of said Act of Vendor's Lien, defendants waived any and all notice of demand.

**WHEREFORE,** the premises and annexed documents considered, petitioner prays for an order of executory process herein, that a writ of seizure and sale forthwith directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and **without appraisement**, to pay and satisfy the claim of your petitioner in the principal sum of $30,529.11, with interest at the rate of 11.50% per cent from December 1, 1991, until paid, together with reasonable attorney's fees upon said principal and interest, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs

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and commissions; as well as any all another costs incurred in the prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

Petitioner further prays that an attorney at law be appointed to represent the absent defendants in this proceeding.

MIDDLEBERG, RIDDLE & GIANNA
201 ST. CHARLES AVENUE - 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT

IRA J. MIDDLEBERG
BAR NO. 9640

PLEASE SERVE NOTICE OF SEIZURE ON:

JENNIFER DAVID RAGAN AND
JAMES ALTON RAGAN
1334 EAST DRIVE
WESTWEGO, LA.

AND

TWYLA KENNEY MIKE AND
JOHN WAYNE MIKE, JR.
THROUGH COURT APPOINTED COUNSEL

O R D E R

CONSIDERING THE FOREGOING,

LET executory process issue herein as prayed for and according to law.

FURTHER, LET Robert L. Cecly, attorney at law, be appointed to represent the absent defendants, Twyla Kenney Mike and John Wayne Mike, Jr., in this proceeding.

GRETNA, LOUISIANA, this 23rd day of July, 1992.

JUDGE

ON MINUTES
JUL 27 1992

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

436835

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DIV DIV. A JUDGE G. THOMAS PORTEOUS, JR.

Nº 436835

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

HIBERNIA NATIONAL BANK

vs.

HENRY W. RAMIREZ

*Plaintiff*

*Defendant*

DONALD G. PEREZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JULY 24,1992 jff

HP Exhibit 0189 (160)

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 436-835 DIVISION "A" DOCKET:

HIBERNIA NATIONAL BANK

versus

HENRY W. RAMIREZ

P/

Filed:_____ _____
Deputy Clerk

CODED

MOTION TO APPOINT CURATOR AD HOC

**NOW INTO COURT**, through undersigned counsel, comes Hibernia National Bank, plaintiff in the above entitled and numbered proceeding, who respectfully represents that:

I.

In connection with the Petition for Executory Process filed herein, the Sheriff of Jefferson Parish, Louisiana has been unable to serve the Three Day Notice of Demand and the Notice of Seizure directed to HENRY W. RAMIREZ after numerous attempts. Subsequent to the filing of the petition, plaintiff learned that the defendant does not live at the address listed on the petition.

II.

Plaintiff is informed, believes and alleges that HENRY W. RAMIREZ resides in Jefferson Parish, Louisiana, but all efforts to locate him have failed, therefore it is necessary that the Court appoint an attorney at law to represent him and upon whom service of process may be made.

Donald G. Perez

DONALD G. PEREZ, Bar No. 10429
FRANK R. NICOTERA, Bar No. 09999
Hibernia National Bank
Lending Law Division
P.O. Box 61540
New Orleans, Louisiana 70161
Telephone: (504) 587-3210

Re not of demand
ISSUED not of appt

DATE NOV 02 1992

S/ MYRA LANDIX
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

CODED

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 436-835 DIVISION "A" DOCKET:

HIBERNIA NATIONAL BANK

versus

HENRY W. RAMIREZ

ORDER

Considering the foregoing motion, it is ordered that Robert G. Creely, attorney at law, be appointed to represent HENRY W. RAMIREZ, and that service of the Three Day Notice of Demand and the Notice of Seizure be made upon him.

Gretna, Louisiana, this 29th day of October, 1992.

CODED ON MINUTES OCT 30 1992

JUDGE

21233.gsf

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV A

DIV A JUDGE E. THOMAS PORTEOUS, JR.

Nº 436903

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

TROY & NICHOLS, INC

vs.

ALBERT L. THARPE, JR., ET AL

*Plaintiff*

*Defendant*

CHARLES H. RYAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JULY 27, 1992 jff

HP Exhibit 0189 (161)

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DEPUTY CLERK
PARISH OF JEFFERSON, LA.

P01

STATE OF LOUISIANA * PARISH OF JEFFERSON

TWENTY FOURTH JUDICIAL DISTRICT COURT

TROY & NICHOLS, INC. FILED:

VS. NO. 436,903 "A" CODED 11

ALBERT L. THARPE, JR., ET AL BY:

(DY) CLERK OF COURT

MOTION TO APPOINT ATTORNEY
TO REPRESENT ABSENTEES

NOW INTO COURT, through undersigned counsel, comes Troy & Nichols, Inc., Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

1.

The Sheriff has been unable to locate or serve the defendant(s), ROSARIO SAN AGUSTIN, in the Parish of Jefferson, or in the State of Louisiana and plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant(s) was 77 Firwood Street, Santa Ana, CA 92714.

3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s), to receive the notice of seizure on behalf of the absentee defendant(s).

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in the proceedings and that said defendants, ROSARIO SAN AGUSTIN, be served with the notice of seizure and all other notices and

Re: not ordered w/ not appt
ISSUED
DATE SEP 14 1992
S/ MYRA LANDIX CODED
Deputy Clerk

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citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law; plaintiff further reiterates the prayers of the petition filed herein.

Respectfully submitted,

BOLES, BOLES & RYAN
ATTORNEY AT LAW
1805 Tower Drive
P. O. Box 2065
Monroe, LA 71207-2065
(318) 388-4050

BY: Charles H. Ryan
Bar #11557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, this 3rd day of September, 1992.

Notary Public CYNTHIA F. WILMORE

**ORDER**

IT IS ORDERED that Robert G. Creely, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), ROSARIO SAN AGUSTIN, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 10th day of September, 1992.

JUDGE, DISTRICT COURT

CODE SEP 11 1992 ON MINUTES

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 437330

DIV

DIV. A
JUDGE
C. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

COUNTRYWIDE FUNDING CORP

vs. *Plaintiff*

CYNTHIA E JOHNSON & SHERYL EDWARDS BRIDGEWATER, WIFE OF AND

KENNETH BRIDGEWATER, SR

*Defendant*

IRA J. MIDDLEBERG

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 4,1992jff

HP Exhibit 0189 (162)

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CFC 1884-0040/LOAN NO. 2283809

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

CODED

NO. 437-330 DIVISION "A"

COUNTRYWIDE FUNDING CORPORATION

-VERSUS-

CYNTHIA E. JOHNSON AND SHERYL EDWARDS BRIDGEWATER, WIFE OF/AND KENNETH BRIDGEWATER, SR.

SUPPLEMENTAL AND AMENDED
PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The Supplemental and Amended Petition for Executory Process on Mortgage Note of **COUNTRYWIDE FUNDING CORPORATION**, appearing herein through undersigned counsel of record, respectfully represents that it desires to supplement and amend its original petition for executory process on mortgage note filed on August 4, 1992.

I.

By amending paragraph 1 of the original petition to read as follows, to-wit:

1.

a) Defendant, Cynthia E. Johnson, is a person of the full age of majority, who was unable to be served at 1410 Theard Street, Gretna, Louisiana, because she has moved. A search/trace was run and unable to obtain a forwarding address. Therefore, her whereabouts are unknown to your petitioner.

b) Defendants, Sheryl Edwards Bridgewater and Kenneth Bridgewater, Sr., are persons of the full age of majority, who were

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unable to be served at 1545 King's Road, Harvey, Louisiana because they have moved. Service was also attempted at 2601 Rue Jesann Street, Marrero, Louisiana but they have moved. A search/trace was run and unable to obtain a forwarding address. Therefore, defendants' whereabouts are unknown to your petitioner.

II.

By adding paragraph fifteen (15) to read as follows, to-wit:

15.

This Court has jurisdiction over the property which this mortgage is sought to be enforced; but because defendants, Cynthia E. Johnson, Sheryl Edwards Bridgewater and Kenneth Bridgewater, Sr., are absentees who cannot be served personally with process, an attorney at law should be appointed to represent them.

III.

Your petitioner reurges and reiterates each and every other allegation set forth in the original petition as if copied in extenso.

WHEREFORE, **COUNTRYWIDE FUNDING CORPORATION**, prays that an attorney at law be appointed to represent the absentee defendants, Cynthia E. Johnson, Sheryl Edwards Bridgewater and Kenneth Bridgewater, Sr., that a writ of seizure and sale issue directing the Sheriff for the Parish of Jefferson, State of Louisiana to seize and sell the mortgaged property **without appraisement**, and according to law to satisfy petitioner's claim as originally prayed for herein.

**MIDDLEBERG RIDDLE & GIANNA**
**201 ST. CHARLES AVENUE, 31ST FLOOR**
**NEW ORLEANS, LOUISIANA 70170-3100**
**TELEPHONE: (504) 525-7200**
**ATTENTION: FORECLOSURE DEPARTMENT**

**IRA J. MIDDLEBERG**
**BAR NUMBER 9640**

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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**PLEASE SERVE SEIZURE ON:**

CYNTHIA E. JOHNSON AND
SHERYL EDWARDS BRIDGEWATER AND
KENNETH BRIDGEWATER, SR.
THROUGH COURT APPOINTED COUNSEL

**O R D E R**

CONSIDERING the allegations in the foregoing supplemental and amended petition for executory process on mortgage note,

IT IS ORDERED by the Court that Robert G. Crealy, attorney at law, be and is hereby appointed as Curator Ad Hoc to represent the absentee defendants, Cynthia E. Johnson, Sheryl Edwards Bridgewater and Kenneth Bridgewater, Sr., in this proceeding.

**GRETNA, LOUISIANA,** this 16th day of November, 1992.

ON MINUTES
NOV 18 1992

J U D G E



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 437431

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

AMERICAN GENERAL FINANCE INC

vs. *Plaintiff*

ANDREW EDMONSON & SHARON EDMONSON

*Defendant*

JULES A FONTANA, JR

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 6,1992 jff

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HP Exhibit 0189 (163)

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 437-431 DIVISION "A" DOCKET NO. _____

AMERICAN GENERAL FINANCE, INC.

VERSUS

ANDREW EDMONSON AND SHARON EDMONSON

FILED: _____ _____ DEPUTY CLERK

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel comes, American General Finance, Inc. and who with respect represents:

I.

Defendant(s), Andrew Edmonson, has(have) not been served with the notice of seizure, in the above captioned proceedings, that it is necessary to serve them in order to go forward with the sale of the security which was seized under a writ of seizure and sale; that said seizure was effected in the Parish of Jefferson, consequently, petitioner asks that this court appoint a curator to represent defendant(s) in that case.

WHEREFORE, petitioner prays that a curator be appointed to represent Andrew Edmonson in these proceedings.

_____ 5645
JULES A. FONTANA, JR.
Attorney at Law
1022 Loyola Avenue / Phone: 581-9545
New Orleans, Louisiana 70113

ORDER

IT IS HEREBY ORDERED, that Robert G. Creely be appointed curator to represent the defendant(s) in the above captioned proceedings.

Gretna, Louisiana this 4th day of November, 19 92.

_____
JUDGE

CODED

ON MINUTES NOV 6 - 1992

PLEASE SERVE:
CURATOR

ISSUED Not of appt
DATE NOV 04 1992
S/ MYRA LANDIX
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
_____ DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 438254

DIV _____

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

STANDARD MORTGAGE CORP

*Plaintiff*

vs.

PAMELA WETWISKI, wife of/and LUIS F. LOPEZ & ZENAIDA VEGA, wife of/and

DWIGHT DAVID CRAIG & MARY F. HANSEN, wife of/and FLORITO TORRES FLORES

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 27,1992iff

HP Exhibit 0189 (164)

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24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 438-254 DIVISION " "

STANDARD MORTGAGE CORPORATION

VERSUS

DIV. A JUDGE G. THOMAS FORTEROUS, JR.

PAMELA WETWISKI, WIFE OF/AND LUIS F. LOPEZ
AND
MENAIDA VEGA, WIFE OF/AND DWIGHT DAVID CRAIG
AND
MARY F. HANSEN, WIFE OF/AND FLORITO TORRES FLORES

FILED: _____ DEPUTY CLERK

Coded 17

**PETITION FOR EXECUTORY PROCESS**

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana corporation whose principal place of business is 300 Plaza, One Shell Square, New Orleans, Louisiana 70139, with respect represents,

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Mary Hansen Flores, wife of/and Florito Torres Flores who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of BEARER in the principal sum of $64,850.00 dated January 21, 1985 payable at Standard Mortgage Corporation, 300 Plaza, One Shell Square, New Orleans, La. 70139 or at such other place as the holder may designate in writing, in fixed monthly installments of $717.89 commencing on the first day of March, 1985 and payable in full on or before the first day of February, 2015. The said note bears interest at the rate of 13% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Mortgage dated January 21, 1985 and passed before



ISSUED Not of appt
DATE SEP 08 1992 CODED
S/ MYRA LANDIX
Deputy Clerk

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Patricia B. Arnona, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 1068, folio 302, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the orginal of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgement on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Standard Mortgage Corporation and any and all

other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as WOODMERE SUBDIVISION, SECTION 8, in accordance with a plan of resubdivision by J. J. Krebs & Sons, C.E., dated October 15, 1979, approved in Ordinance No. 14246 by the Jefferson Parish Council on March 12, 1980, registered in COB 979, folio 380, and designated as follows: LOT 2060, SQUARE D-1. All in accordance with survey by Mandle Surveying, Inc., dated January 9, 1985, a copy of which is annexed hereto and made a part hereof.
>
> Improvements thereon bear municipal number 4013 Nathan Kornman, Harvey, La. 70058

VI.

By Act of Cash Sale and Assumption of Mortgage ,the above described property was transferred by Mary F. Hanson, wife of/and Florito Torres Flores to Zenaida Vega, wife of/and Dwight David Craig, which said act is duly recorded in MOB 1379, folio 006, Parish of Jefferson, Louisiana; the said Zenaida Vega, wife of/and Dwight David Craig did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

By Act of Cash Sale and Assumption of Mortgage executed September 30, 1988, before James W. Mills, Jr., Notary Public, the above described property was transferred by Zenaida Vega, wife of/and Dwight David Craig to Pamela Wetwiski, wife of/and Luis F. Lopez, which said act is duly recorded in MOB 2357, folio 269, Parish of Jefferson, Louisiana; the said Pamela Wetwiski,

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wife of/and Luis F. Lopez did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "D".

VIII.

The assumptors having failed to make the payments required under the terms of the mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation, as the last holder of the note, after having given due notice to mortgagors and assumptors herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from April 1, 1992 to date.

IX.

The petitioner herein, Standard Mortgage Corporation, has been advised that Mary F. Hansen, wife of/and Florito Torres Flores, two of the defendants herein, have left the state and are believed to be living and residing at 1908 White Rock Bend, Chesapeake, VA 23320 and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants, Mary F. Hansen, wife of/and Florito Torres Flores.

WHEREFORE,petitioner prays that the Court appoint an attorney to represent the absent defendants, Mary Hansen, wife of/and Florito Torres Flores and, further, petitioner prays for an order of Executory Process herein; and, further, that a writ of seizure and sale issue herein directing the Sheriff for the

Parish of Jefferson State of Louisiana, to seize and sell with appraisement and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of $62,726.35 with 13% percent interest thereon from March 1, 1992 until paid, together with reasonable attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEAUX

BY: James C. Arceneaux III

JAMES C. ARCENEAUX, III
Bar Roll No. 2524
601 Poydras St., Suite 2650
New Orleans, La. 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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FILED
Aug 27 1992
DEPUTY CLERK
CODED

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

Attorney for Standard Mortgage Corporation who upon being first duly sworn did depose and say;

That he has reviewed the foreclosure data sheet supplied by Standard Mortgage Corporation and the other documentation supplied in conjunction with Loan No. 041345 (882) in the name of Mary F. Hansen, wife of/and Florito Torres Flores, assumed by Zenaida Vega, wife of/and Dwight David Craig and assumed by Pamela Wetwiski, wife of/and Luis F. Lopez, the current owners, and according to said data sheet the current principal balance due and owing is $62,726.35, with interest at the rate of 13% from March 1, 1992 until paid, which said account is currently due for the months of April 1, 1992 until date.

Affiant further declared that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 24th DAY OF August,

1992.

Patricia R. Francis
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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**ORDER**

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, with appraisement.

Let Robert D. Curry, Esq. be appointed as Curator-ad-Hoc to represent the absent defendants, Mary F. Hansen, wife of/and Florito Torres Flores.

Gretna, Louisiana
September 1, 1992

CODED ON MINUTES SEP 1 1992

JUDGE

PLEASE SERVE:

(1) NOTICE OF APPOINTMENT
(2) NOTICE OF SEIZURE AND
(4) COPY OF PETITION ON:

_____, Esq.
Curator-ad-Hoc to represent
the absent defendants
Mary F. Hansen, wife of/and
Florito Torres Flores
(NOTICE OF DEMAND WAIVED)

PLEASE SERVE:

NOTICE OF SEIZURE AND SALE ON:

Pamela Wetwiski, wife
of/and Luis F. Lopez
4013 Nathan Kornman
Harvey, La. 70058

Zenaida Vega, wife of/and
Dwight David Craig
3521 Rue Nichole
New Orleans, La. 70131
(NOTICE OF DEMAND WAIVED)

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 438324

DIV

DIV. A
JUDGE
C. HUGHES PERTEUIS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

HIBERNIA NATIONAL BANK

vs. *Plaintiff*

DIANA L. HINDS

*Defendant*

DONALD G. PEREZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 28, 1992 jff

HP Exhibit 0189 (165)

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CODED

TWENTY-FOURTH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 438-324 DIVISION " " DOCKET

HIBERNIA NATIONAL BANK

versus

DIANA L. HINDS

FILED FOR RECORD
AUG 20 12 38 PM '92
DIV. OF THE CLERK OF COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

Filed _____ _____

Deputy Clerk

PETITION FOR EXECUTORY PROCESS

The petition of Hibernia National Bank, a national banking association, organized and existing under the laws of the United States and domiciled in Orleans Parish, Louisiana, respectfully represents:

I.

The defendant, Diana L. Hinds, who is domiciled in Riverside, California, is justly and truly indebted unto petitioner for the sum of THIRTY-THREE THOUSAND FOUR HUNDRED THIRTY-FIVE AND 87/100 ($33,435.87) DOLLARS, together with interest at the rate of nine and 90/100 (9.90 %) percent per annum from February 29, 1992, until paid and for all costs of these proceedings.

SEP 08 1992

file note + mortgage in vault mf

II.

Petitioner is the holder of a promissory note for THIRTY-FOUR THOUSAND AND NO/100 ($34,000.00) DOLLARS, attached at Exhibit P-1, which was executed on May 31, 1990, by the defendant, as maker, payable to Villa D'Orleans Development, Inc. and by it endorsed, bearing interest at the rate of nine and 90/100 (9.90%) percent annually, payable in 300 consecutive monthly installments, the first 299 at Three Hundred Six and 56/100 ($306.56) Dollars commencing on the first day of July, 1990, and on the first day of each month thereafter and one final payment of Three Hundred Thirteen and 04/100 ($313.04) Dollars.

III.

Despite amicable demand, the defendant has failed to pay the amounts due, thereby rendering said promissory note in default, and petitioner hereby exercises its option to declare due and payable the entire principal balance of THIRTY-THREE THOUSAND FOUR

ISSUED not a appt
DATE SEP 08 1992
S/ MYRA LANDIX

CODED

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HUNDRED THIRTY-FIVE AND 87/100 ($33,435.87) DOLLARS, plus interest at the rate of nine and 90/100 (9.90%) percent per annum from February 29, 1992, until paid.

IV.

The attached promissory note was paraphed by Catherine O. Gracia, Notary Public of this Parish, to identify it with an authentic act of mortgage executed before her on May 31, 1990, a certified copy of which is attached as Exhibit P-2. In this authentic act which was recorded in the public records of this Parish, the defendant granted a mortgage to secure payment of her promissory note on the following described property in this Parish:

> THAT CERTAIN CONDOMINIUM PARCEL in VILLA D'ORLEANS CONDOMINIUM, a condominium created by that certain declaration establishing a condominium regime for the VILLA D'ORLEANS CONDOMINIUM, executed by Villa D'Orleans Development, Inc., by act before William D. McArthur, Notary Public, dated September 10, 1984, filed in the Office of the Clerk of Court for the Parish of Jefferson, State of Louisiana, in COB 1100 folio 102, designated as UNIT NO. 415, together with an undivided .777 percent interest in the common elements of said Condominium, which is situated on PLOTS 210-A and 215-A, HESSMER FARM SUBDIVISION, Jefferson Parish, Louisiana, as shown on a survey by J. J. Krebs & Sons, Inc., C.E.&S., dated May 2, 1984, revised June 4, 1984, a copy of which is filed with the Declaration of Condominium referred to above.
>
> Municipal No. 3110 Edenborn Avenue, Unit No. 415, Metairie, Louisiana.
>
> Being the same property acquired by Diana L. Hinds by act before Catherine O. Gracia, Notary Public, on May 31, 1990.

V.

Attached to and made a part of the act of mortgage (Exhibit P-2), the defendant executed a condominium rider by authentic act before Catherine O. Gracia, Notary Public, wherein the defendant confessed judgment on the attached promissory note, waived the three-day notice of demand and delay, and consented to the seizure and sale of the mortgaged property under executory process if the promissory note was not paid in accordance with its terms and further waived the benefit of appraisal of the property prior to judicial sale.

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VI.

The Court has jurisdiction over the property against which this mortgage is sought to be enforced; but, since the defendant is a non-resident who cannot be served personally with process, an attorney at law should be appointed by the Court to represent the defendant.

WHEREFORE, petitioner prays that an attorney at law be appointed to represent the absent defendant in this proceeding and that the Court order the issuance of an Writ of Seizure and Sale directed to the Sheriff of Jefferson Parish, Louisiana, commanding him to seize the mortgaged property described in paragraph IV of this petition and to sell it in accordance with all the requirements of law at public auction, without appraisal, to the highest bidder to pay and satisfy the claim of petitioner in the sum of THIRTY-THREE THOUSAND FOUR HUNDRED THIRTY-FIVE AND 87/100 ($33,435.87) DOLLARS, together with interest at the rate of nine and 90/100 (9.90%) percent per annum from February 29, 1992, until paid, and for all costs of these proceedings and that out of the proceeds of the sale petitioner be paid the amount of its claim in preference and priority over other creditors of the said defendant herein.

Donald G. Perez

Donald G. Perez, Bar Roll No. 10429
Frank R. Nicotera, Bar Roll No. 09999
Staff Attorney
Hibernia National Bank
Lending Law Department
225 Baronne Street - 11th Floor
P.O. Box 61540
New Orleans, Louisiana 70112
Telephone: (504) 587-3210

**PLEASE SERVE:**

**DIANA L. HINDS**
Through her Curator ad Hoc

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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STATE OF LOUISIANA

PARISH OF ORLEANS

FILED
AUG 28 1992
DEPUTY CLERK

**BEFORE ME**, the undersigned authority, personally came and appeared,

**HIBERNIA NATIONAL BANK,**

appearing herein through Deborah Potter, who after being first duly sworn by me, Notary Public, did depose and say:

Hibernia National Bank is the petitioner in the above and foregoing Petition for Executory Process, that she has read the foregoing petition and the facts and allegations contained therein and that to the best of her knowledge, information and belief, all of the facts contained therein are true and correct,

HIBERNIA NATIONAL BANK

BY: Deborah Potter
DEBORAH POTTER
Banking Officer

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, THIS 27th DAY OF AUGUST, 1992

Donald G. Perez
DONALD G. PEREZ



A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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TWENTY-FOURTH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. DIVISION " " DOCKET:

HIBERNIA NATIONAL BANK

versus

DIANA L. HINDS

ORDER

Considering the foregoing petition and the attached Exhibits:

IT IS ORDERED, that Robert L. Cecely, attorney at law, is appointed to represent the absent defendant in these proceedings;

IT IS FURTHER ORDERED that a Writ of Seizure and Sale be issued directed to the Sheriff of Jefferson Parish, Louisiana, commanding him to seize the following mortgaged property:

> THAT CERTAIN CONDOMINIUM PARCEL in VILLA D'ORLEANS CONDOMINIUM, a condominium created by that certain declaration establishing a condominium regime for the VILLA D'ORLEANS CONDOMINIUM, executed by Villa D'Orleans Development, Inc., by act before William D. McArthur, Notary Public, dated September 10, 1984, filed in the Office of the Clerk of Court for the Parish of Jefferson, State of Louisiana, in COB 1100 folio 102, designated as UNIT NO. 415, together with an undivided .777 percent interest in the common elements of said Condominium, which is situated on PLOTS 210-A and 215-A, HESSMER FARM SUBDIVISION, Jefferson Parish, Louisiana, as shown on a survey by J. J. Krebs & Sons, Inc., C.E.&S., dated May 2, 1984, revised June 4, 1984, a copy of which is filed with the Declaration of Condominium referred to above.
>
> Municipal No. 3110 Edenborn Avenue, Unit No. 415, Metairie, Louisiana.
>
> Being the same property acquired by Diana L. Hinds by act before Catherine O. Gracia, Notary Public, on May 31, 1990.

and to sell it in accordance with all the requirements of law, at public auction, without appraisal, to the highest bidder.

Gretna, Louisiana, this 1st day of September, 1992.

CODED ON MINUTES
SEP 1 1992

JUDGE

13986.gsf

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

3420

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Nº 438405

DIV A

DIV. A JUDGE THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

INDEPENDENCE SAVINGS BANK, f/k/a SOUTH BROOKLYN SAVINGS BANK

*Plaintiff*

vs.

CECILE LANDRY BLANCQ, CECILIA MARIE BLANCQ & MAUDE LANDRY ROZIER,

RONALD BLANCQ, BETTY BLANCQ KLEIN & HENRY A BLANCQ, JR

*Defendant*

IRA J. MIDDLEBERG

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 31, 1992 jff

HP Exhibit 0189 (166)

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CODED

LN 1513-1162 LOAN NO. 02-25-17716

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 438-405 DIVISION " "

DIV. A
JUDGE G. THOMAS FORTEOUS, JR.
FILED FOR RECORD
AUG 31 1 58 PM '92
CLERK OF COURT PARISH OF JEFFERSON, LA.

INDEPENDENCE SAVINGS BANK, FORMERLY KNOWN AS SOUTH BROOKLYN SAVINGS BANK

VERSUS

CECILE LANDRY BLANCQ, CECILIA MARIE BLANCQ AND MAUDE LANDRY ROZIER, RONALD BLANCQ, BETTY BLANCQ KLEIN AND HENRY A. BLANCQ, JR.

FILED: _____ _____ DEPUTY CLERK

File note + mortgage in vault

SEP 08 1992

**PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE**

The petition of **INDEPENDENCE SAVINGS BANK, FORMERLY KNOWN AS SOUTH BROOKLYN SAVINGS BANK**, a corporation organized under the laws of the State of New York, and authorized to do and doing business in the Parish of Jefferson, State of Louisiana, with respect represents that:

1.

Defendants, Cecile Landry Blancq, Ronald Blancq and Betty Blancq Klein are persons of the full age of majority and resident(s) of and domiciled in the Parish of Jefferson, State of Louisiana.

Defendants, Cecilia Marie Blancq, Maude Landry Rozier and Henry A. Blancq, Jr. are persons of the full age of majority whose whereabouts are unknown to petitioner.

2.

The defendants are jointly, severally and solidarily liable unto petitioner for the following reasons:

3.

Petitioner is the holder and owner in due course for valuable consideration and before maturity of a certain promissory note,

ISSUED Not of agent
DATE SEP 08 1992
S/ MYRA LANDIX
CODED

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executed by Henry A. Blancq, Sr., Cecile Landry Blancq, Cecilia Marie Blancq and Maude Landry Rozier, payable to the order of "Ourselves", and endorsed by the said Henry A. Blancq, Sr., Cecile Landry Blancq, Cecile Marie Blancq and Maude Landry Rozier, in the principal sum of TWENTY THOUSAND ONE HUNDRED AND NO/100 ($20,100.00) DOLLARS, dated January 17, 1973, payable in monthly installments, including principal and interest, beginning March 1, 1973, and on the first day of each month thereafter until principal and interest are fully paid, the last monthly payment, if not sooner paid, being due and payable on February 1, 2003, and which note bears interest at the rate of 7% per annum on the unpaid balance from date, and which note was paraphed "Ne Varietur" for identification with and secured by an Act of Vendor's Lien, dated January 17, 1973, passed before Claude J. Champagne, Notary Public and two witnesses and recorded in Registry No. 587186, MOB 604, folio 812, acquired at COB 780, folio 879, of the official records for the Parish of Jefferson, State of Louisiana. The original of said note is attached hereto and made a part hereof and marked "P-1" for identification. A certified true copy of the Act of Vendor's Lien is attached hereto and made a part hereof and marked "P-2" for identification.

4.

Further, The Lomas & Nettleton Company did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Independence Savings Bank, formerly known as South Brooklyn Savings Bank by Notarial Act of Endorsement and Assignment of Mortgage Note, in authentic form, dated February 26, 1973, executed by C. A. Abright, Vice President, and passed before Sue Rogers, Notary Public and two witnesses. A photocopy of said Notarial Endorsement and Assignment of Mortgage Note is attached hereto and made a part hereof and marked "P-3" for identification.

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5.

The aforesaid Notarial Endorsement and Assignment of Mortgage Note was corrected by Correction of Notarial Endorsement and Assignment of Mortgage Note, dated June 27, 1973, passed before Faye Plilar, Notary Public, and two witnesses, which Correction of Notarial Endorsement and Assignment of Mortgage Note was recorded in MOB 615, folio 955 of the official records of the Parish of Jefferson, State of Louisiana. A certified true copy of same is attached hereto, made a part hereof and marked "P-4" for identification.

6.

Cecile Landry Blancq, Ronald Blancq, Betty Blancq Klein, Cecilia Blancq and Henry A. Blancq, Jr. further acquired the property described hereinbelow by Judgment of Possession in the Succession of Henry A. Blancq of the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana and which Judgment of Possession was duly recorded in COB 930, folio 576, Registry No. 828123 of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-5" for identification.

7.

By virtue of the aforementioned act(s), defendants did specially mortgage, affect and hypothecate unto and in favor of your petitioner, and any other holder or holders of said note, the following described property situated in the Parish of Jefferson, State of Louisiana, to wit:

> THAT CERTAIN PIECE OR PORTION 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 State of Louisiana, Parish of Jefferson, in that part thereof known as MEADOWBROOK SUBDIVISION, Unit 2, (which is a re-subdivision of a portion of original Tracts 1, 2 and 3 of Oakdale Subdivision, Section (C), according to a plan of subdivision by J. J. Krebs & Sons, Inc,

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dated July 16, 1970, reg. in Plan Book 59, folio 32, Jefferson Parish, La. According to a plan by Rene A. Harris, C. E., dated January 5th, 1973, said portion is designated as LOT 54 of Square 26 and said SQUARE 26 is bounded by Hunterbrook Drive, Bannerwood Drive, Glenbrook Drive and Taylorbrook Drive; and LOT 54 commences 200.10 feet from the northerly intersection of Hunterbrook and Bannerwood Drives along the northerly right-of-way line of Hunterbrook Drive, and measures 52 feet front on the curve to the left of Hunterbrook Drive. Said lot has a first depth of 78.23 feet on the side line closest to Bannerwood Drive, and a second depth and first width in the rear of 56 feet. Said lot has a first depth on its opposite side line of 78.30 feet, and a second depth and second width in the rear of 55 feet.

Improvements thereon bear Municipal Number 612 Hunterbrook Drive, Gretna, Louisiana.

8.

By virtue of the act referred to in Paragraph 3 hereinabove, defendants confessed judgment upon the note, and consented that if the same was not paid in accordance with the terms and stipulations of said note and the aforesaid act(s), the property might be seized and sold under executory process, for cash and without appraisement, defendants having waived the demand for payment as provided for in Article 2639 of the Louisiana Code of Civil Procedure.

9.

The defendants have failed to pay the installment due March 1, 1992 and all subsequent installments due under said note.

10.

Defendants are therefore in default under the terms and conditions of the aforesaid note and act(s).

11.

Therefore, INDEPENDENCE SAVINGS BANK, FORMERLY SOUTH BROOKLYN SAVINGS BANK has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of $12,217.92, interest at the rate of 7% per annum from February 1, 1992, until paid, together with 10% percent upon said

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principal and interest, as attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

12.

By virtue of the terms of the aforementioned note and act(s), defendants agreed to pay attorney's fee equal to 10% of the amounts due under said note for the attorney at law who might be employed to institute proceedings to recover the amounts due under said note.

13.

In accordance with said Act of Vendor's Lien, defendant(s) have waived any and all notice of demand.

14.

The Court has jurisdiction over the property affected and encumbered by the Act described hereinabove, but because defendants Cecilia Marie Blancq, Maude Landry Rozier and Henry A. Blancq, Jr. are absentees who cannot be served personally with process, an attorney-at-law should be appointed to represent them.

WHEREFORE, the premises annexed and documents considered, petitioner prays for an order of executory process herein, and that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and without appraisement, to pay and satisfy the claim of your petitioner in the principal sum of $12,217.92, with interest at the rate of 7% per annum from February 1, 1992, until paid, together with 10% percent upon said principal and interest, as attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the

prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

Petitioner further prays that an attorney-at-law be appointed to represent the absent defendants in this proceeding.

**MIDDLEBERG, RIDDLE & GIANNA**
**201 ST. CHARLES AVENUE, 31ST FLOOR**
**NEW ORLEANS, LOUISIANA 70170-3100**
**TELEPHONE: (504) 525-7200**
**ATTENTION: FORECLOSURE DEPARTMENT**

**IRA J. MIDDLEBERG**
**BAR NO. 9640**

**PLEASE SERVE NOTICE OF SEIZURE ON:**

Cecile Landry Blancq
612 Hunterbrook Drive
Gretna, LA

Ronald Blancq
4205 Pommard Drive
Kenner, LA

Betty Blancq Klein
140 Appletree Lane
Gretna, LA

Cecilia Marie Blancq
Maude Landry Rozier
Henry A. Blancq, Jr.

THROUGH COURT APPOINTED COUNSEL:

**ORDER**

CONSIDERING THE FOREGOING,

LET executory process issue herein as prayed for and according to law.

FURTHER, LET Robert G. Creely, attorney-at-law, be appointed to represent the absentee defendants in this proceeding.

GRETNA, LOUISIANA, this 1st day of September, 1992.

CODED
ON MINUTES
SEP 1 1992

ON MINUTES
SEP 2 1992

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 438832

DIV

DIV. A
JUDGE
C. THOMAS PORTERIE, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

TROY & NICHOLS, INC

vs. *Plaintiff*

ALINE GUMPERT WEGMANN, ET AL

*Defendant*

CHARLES H. RYAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing SEPT. 10, 1992 jff

HP Exhibit 0189 (167)

3427

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P7

STATE OF LOUISIANA * PARISH OF JEFFERSON

TWENTY FOURTH JUDICIAL DISTRICT COURT

TROY & NICHOLS, INC. FILED:

VS. NO. 438,832 "A"

ALINE GUMPERT WEGMANN, ET AL BY:

(DY) CLERK OF COURT

CODED

MOTION TO APPOINT ATTORNEY
TO REPRESENT ABSENTEES

NOW INTO COURT, through undersigned counsel, comes TROY & NICHOLS, INC., Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

1.

The Sheriff has been unable to locate or serve the defendant(s), DENNIS DUANE DASCHNER and KAREN RUDOW DASCHNER, in the Parish of Jefferson, or in the State of Louisiana and plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant(s) was 2640 Batiste Dr., Marrero, Louisiana.

3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s), to receive the notice of seizure on behalf of the absentee defendant(s).

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in the proceedings and that said defendants, DENNIS DUANE DASCHNER and KAREN RUDOW DASCHNER, be served with the notice of seizure and

ISSUED 1st of sept
DATE OCT 28 1992
S/ MYRA LANDIX
Deputy Clerk

CODED

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all other notices and citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law; plaintiff further reiterates the prayers of the petition filed herein.

Respectfully submitted,

BOLES, BOLES & RYAN
ATTORNEY AT LAW
1805 Tower Drive
P. O. Box 2065
Monroe, LA 71207-2065
(318) 388-4050

BY: _____
Charles H. Ryan
Bar #11557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

_____
Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, this 20th day of October, 1992.

_____
Notary Public

**O R D E R**

IT IS ORDERED that Robert G. Creely, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), DENNIS DUANE DASCHNER and KAREN RUDOW DASCHNER, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 26th day of October, 1992.

_____
JUDGE, DISTRICT COURT

CODED OCT 28 1992 ON MINUTES

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

_____
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 438905

DIV. DIV. A JUDGE E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FOSTER MORTGAGE CORP

vs. *Plaintiff*

DAVID ANDREW FAVALORO, BETTY BRADLEY FAVALORO & JOANNE FAVALORO

(a/k/a JOANNE MARY FAVALORO RHODES, JOANNE FAVALORO ISTORICO &

*Defendant*

JOANNE M. FAVALORO DURR)

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing SEPT. 11, 1992 jff

3430

HP Exhibit 0189 (168)

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92-0773

P1

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 438-905 DIVISION "A"

FOSTER MORTGAGE CORPORATION

VERSUS

DAVID ANDREW FAVALORO

AND

BETTY BRADLEY FAVALORO

AND

JOANNE FAVALORO
(A/K/A JOANNE MARY FAVALORO RHODES, JOANNE FAVALORO ISTORICO AND JOANNE M. FAVALORO DURR)

CODED 11

FILED: _____ _____
DEPUTY CLERK

**MOTION TO APPOINT CURATOR**

On motion of Foster Mortgage Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), David Andrew Favaloro, Betty Bradley Favaloro and Joanne Favaloro (a/k/a Joanne Mary Favaloro Rhodes, Joanne Favaloro Istorico and Joanne M. Favaloro Durr), is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), David Andrew Favaloro, Betty Bradley Favaloro and Joanne Favaloro (a/k/a Joanne Mary Favaloro Rhodes, Joanne Favaloro Istorico and Joanne M. Favaloro Durr).

IT IS ORDERED BY THE COURT, that [signature] attorney at law be and he is hereby appointed curator ad hoc for defendant(s) David Andrew Favaloro, Betty Bradley Favaloro, Joanne Favaloro (a/k/a Joanne Mary Favaloro Rhodes, Joanne Favaloro

ISSUED Dept of Court
DATE NOV 23 1992
CODED
C. MYRA LANDIX

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Istorico and Joanne M. Favaloro Durr), in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 20th day of November, 19 92.

JUDGE

ON MINUTES NOV 23 1992

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C. Wheat
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 439460

DIV _____

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

COLONIAL MORTGAGE CO

*Plaintiff*

vs.

DURAND A. POWERY, DORA ROBERTSON DAVIS & CALVIN DAVIS

*Defendant*

JACKSON B. DAVIS

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing SEPT. 24, 1992 jff

3433

HP Exhibit 0189 (169)

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COLONIAL MORTGAGE COMPANY : NO. 439460 A

VS : 24TH JUDICIAL DISTRICT COURT

DURAND A. POWERY : JEFFERSON PARISH, LOUISIANA
DORA ROBERTSON DAVIS
CALVIN DAVIS

FILED FOR RECORD
'94 MAR 29 AM 10 25
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

CODED

AMENDED AND SUPPLEMENTAL PETITION

The amended and supplemental petition of Colonial Mortgage Company, with respect shows:

1.

Petitioner shows that it has made diligent search and inquiry as to the whereabouts of the defendants, Dora Robertson Davis and Calvin Davis, to no avail, the Sheriff's return in the record indicating that they had attempted to make service on the said defendants whose last known address was 1520 Redwood Drive, Harvey, Louisiana 70058, but they had moved and they were unable to serve them; petitioner alleges the said defendants are absentees and/or non-residents of the State of Louisiana, their whereabouts being unknown to petitioner, and an attorney at law should be appointed to represent the said absent defendants, Dora Robertson Davis and Calvin Davis, upon whom service may be had and the proceedings carried on contradictorily.

WHEREFORE, MOVER PRAYS that the amended and supplemental petition be filed and allowed and that an attorney at law be appointed to represent the absent defendants, Dora Robertson Davis and Calvin Davis.

JACKSON B. DAVIS Bar #4726
DAVIS & FLANAGAN
Attorneys for Petitioner
1400 Slattery Building
Shreveport, Louisiana 71101

ISSUED Not pl appt
DATE APR 05 1994
S/ MYRA LANDIX
Deputy Clerk

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CODED
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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FILED
MAR 29 1994
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF CADDO

BEFORE ME, the undersigned authority, personally came and appeared JACKSON B. DAVIS, who, being by me first duly sworn, deposed and said:

That he is the attorney for petitioner in the above and foregoing petition, that he has read same and all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief; that affiant has been designated by the corporation as the agent to execute this affidavit.

JACKSON B. DAVIS

SWORN TO and subscribed before me, Notary, this 24th day of March, 1994.

Margaret B. Downs
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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| | | |
|---|---|---|
| COLONIAL MORTGAGE COMPANY | : | NO. 439460 |
| VS | : | 24TH JUDICIAL DISTRICT COURT |
| DURAND A. POWERY<br>DORA ROBERTSON DAVIS<br>CALVIN DAVIS | : | JEFFERSON PARISH, LOUISIANA |

ORDER

The above and foregoing petition considered:

IT IS ORDERED the amended and supplemental petition be filed and allowed.

IT IS ORDERED that Robert G. Creely, Attorney at Law, be appointed to represent the absent defendants, Dora Robertson Davis and Calvin Davis.

Gretna, Louisiana this 31st of March, 1994.

CODED

FILMED APR 4 1994

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 440347

DIV. A

JUDGE
THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

PREMIER BANK, NATIONAL ASSOC

*Plaintiff*

vs.

RICKIE MARSHALL & MARION MARSHALL

*Defendant*

WALTER N. O'ROARK

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing OCT. 15, 1992jff

3437

HP Exhibit 0189 (170)

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PREMIER BANK, NATIONAL ASSOCIATION

VERSUS

RICKIE MARSHALL AND MARION MARSHALL

NUMBER 440-347, DIVISION "A"

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**MOTION AND ORDER FOR ATTORNEY FOR ABSENTEE**

On motion of Kizer, Hood & Austin, attorneys for plaintiff, and on showing to the court that:

1.

The plaintiff is informed and believes, and therefore alleges, that the defendant, Rickie Marshall in these proceedings, is an absentee, as that term is defined in Louisiana Code of Civil Procedure, Article 5251(1).

2.

The plaintiff is informed and believes, and therefore alleges, that Rickie Marshall was a resident of Jefferson Parish, Louisiana; however, after diligent effort on the part of the Jefferson Parish Sheriff's Office, the defendant has not and cannot be found and served. Therefore, an attorney-at-law should be appointed to represent Rickie Marshall under the provisions of Louisiana Code of Civil Procedure, Articles 2641 and 2674, as amended, to whom all notices shall be given in the manner prescribed by law, and contradictorily against whom seizure and sale shall be prosecuted.

3.

The plaintiff has not been able to determine whether or not the defendant, Rickie Marshall, is in military service. Therefore, the attorney-at-law appointed to represent the said defendant should also be appointed to represent the defendant, Rickie Marshall, under the provisions of the Soldiers and Sailors Civil Relief Act (50 USC App.Sec.520, et seq.), as amended.

WHEREFORE, plaintiff respectfully moves this Honorable Court to appoint an attorney-at-law to represent Rickie Marshall under the provisions of the Louisiana Code of Civil Procedure, Article 2641 and 2674, as amended, and under the provisions of the Soldiers and Sailors Civil Relief Act, as amended, upon which said attorney all notices shall be given in the manner prescribed by law, and contradictorily against whom the seizure and sale in this matter shall be prosecuted.

ISSUED: Not signed

DATE: FEB 17 1993

S/ MYRA LANDIX

Deputy Clerk

CODED

9 3 0 2 1 0 0 0 5

By Attorneys,

KIZER, HOOD & AUSTIN

By: _____

Walter N. O'Roark
748 Main Street
Baton Rouge, Louisiana 70802
Telephone (504) 387-3121
Bar Roll No. 17732

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, personally came and appeared, **Walter N. O'Roark**, who, being by me first duly sworn, deposed and said:

That he is one of the attorneys for the plaintiff herein; that he has read the above and foregoing motion and that all of the facts stated therein are true and correct to the best of his knowledge, information and belief.

_____
WALTER N. O'ROARK

SWORN TO AND SUBSCRIBED before me,

this 5th day of February, 1992.

_____
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

0 9 3 0 2 1 0 0 0 5 6

PREMIER BANK, NATIONAL ASSOCIATION

VERSUS

RICKIE MARSHALL AND MARION MARSHALL

NUMBER 440-347, DIVISION "A"

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**ORDER**

Considering the above and foregoing motion and affidavit:

IT IS ORDERED that Robert G. Creely, an attorney-at-law admitted to practice before this Court, whose address is _____ _____, be and (s)he is hereby appointed to represent the defendant herein, Rickie Marshall, under the provisions of the Code of Civil Procedure, Articles 2541 and 2674, as amended, and the Soldiers and Sailors Civil Relief Act, as amended, and let all citations and notices in this proceeding, including without limitation, the notice of seizure in this matter, be served upon said attorney in the manner prescribed by law, and let the seizure and sale in this matter be conducted contradictorily with the said attorney in the manner prescribed by law.

February 11, 1993
Gretna, Louisiana

CODED ON MINUTES FEB 16 1993

JUDGE, 24TH JUDICIAL DISTRICT COURT

PLEASE SERVE:

**RICKIE MARSHALL**
through the attorney appointed above
with a copy of this Motion and Order,
a certified copy of the original Petition
for Executory Process in this matter, and
with Notice of Seizure

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

\\ Nº 440678

DIV ___ JUDGE E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

CITIBANK, F.S.B

*Plaintiff*

vs.

ARTHUR T. DUREL, JR & RUBY LYONS, a/k/a RUBY LYONS DUREL & PATRICIA COOK, w/o & CLAUDE MICHAEL NELSON

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing OCT. 23,1992 jff

HP Exhibit 0189 (171)

362

CODED

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 440-678 "DIVISION"

CITIBANK, F.S.B.

VS.

ARTHUR T. DUREL, JR. AND RUBY LYONS, A/K/A RUBY LYONS DUREL
AND
PATRICIA COOK, WIFE OF/AND CLAUDE MICHAEL NELSON

FILED: _____ _____
DEPUTY CLERK

FILED FOR RECORD
OCT 23 11 04 AM '92
D. DIVISION COURT
PARISH OF JEFFERSON, LA.

**PETITION FOR FORECLOSURE VIA ORDINARIA**

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Citibank, F.S.B, f/k/a Citicorp Savings of Florida, successor in interest to Biscayne Federal Savings and Loan Association, a federally chartered lending institution originally chartered under the name, Biscayne Federal Savings and Loan Association which said entity changed its name to Citicorp Savings of Florida in March, 1984, the latter entity becoming Citibank F.S.B by virtue of a name change effective April 2, 1990, whose principal place of business is Miami, Florida, with respect represents:

I.

Defendants, Arthur T. Durel, Jr. and Ruby Lyons, are both persons of the full age of majority and are believed to be residents of the State of Louisiana, having a fixed place of residence at 535 Diplomat St., Gretna, La. 70056. Patricia Cook, wife of/and Claude Michael Nelson, are both persons of the full age of majority, whose current whereabouts are unknown.

II.

Defendants are indebted unto petitioner in the full sum of $24,513.07 with interest at the rate of 8.50% from January 1, 1992 together with advances made by petitioner and attorney's



ISSUED 3 cits + pets/not of appt
OCT 23 1992
DATE
S/ MYRA LANDIX
Deputy Clerk

CODED

fees as more fully set forth hereinafter, for the following reasons, to-wit:

III.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Patricia Cook Nelson, wife of/and Claude Michael Nelson who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of BEARER in the principal sum of $31,200.00 dated November 28, 1977 payable at BNO Mortgage Corporation, New Orleans, Louisiana or at such other place as the holder may designate in writing, in fixed monthly installments, including principal and interest of $239.93 commencing on the first day of January, 1978 and payable in full on or before the first day of December, 2007. The said note bears interest at the rate of 8.50% on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Credit Sale and Vendor's Lien dated November 28, 1977 and passed before Shirley H. Kirkes, Notary Public in and for the Parish of Jefferson and two witnesses, and duly recorded in MOB 722, folio 596, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the copy of said note (the original having been lost), which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

IV.

The said defendants did, in the said act, agreed to waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

V.

The note and mortgage sued on herein were executed by Patricia Cook, wife of/and Claude Michael Nelson and all

obligations thereunder were assumed by Arthur T. Durel, Jr. and Ruby Lyons and accordingly all are solidarily, jointly and and severly liable unto petitioner as makers and assumptors of the note a copy of which is attached hereto and marked Plaintiff's Exhibit "A".

VI.

In the above mentioned act, the mortgagors agreed that the following property would remain specially mortgaged, affected and hypothecated unto lender:

> THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in TERRYTOWN SUBDIVISION, Section 4, being part of Oakdale Subdivision, Section "B", First Ward, all in accordance with the survey of Adloe Orr, Jr. & Associates, C.E., dated October 15, 1959, approved by the Jefferson Parish Council under Ordinance No. 4546, adopted April 21, 1960, registered in COB 510, folio 491, Parish of Jefferson, Louisiana, on July 20, 1960, and in Plan Book 39, folio 67, Office of the Clerk of Court, Parish of Jefferson, Louisiana, which said property is more fully described as follows, to-wit:
>
> LOT NO. 26 in SQUARE NO. 34, bounded by Diplomat Street, Deerfield Road, Oakwood Drive, Holmes Boulevard and Stumpf Boulevard, which said lot commences at a distance of 93 feet from the corner of Diplomat Street and Deerfield Road, and measures thence 61 feet front on Diplomat Street, by a depth along the side line nearer Deerfield Road of 80 feet, by a depth along the opposite side line of 110 feet, by a first width in the rear of 40 feet to a point, and thence an additional width in the rear of 36.62 feet, all in accordance with the survey of Charles E. Felder, dated November 18, 1977.
>
> Improvements thereon bear No. 535 Diplomat Street, Gretna, La. 70056.

VII.

By Act of Notarial Endorsement and Assignment of Mortgage Note dated April 3, 1978, the above described mortgage note was transferred and assigned by BNO Mortgage Corporation unto Biscayne Federal Savings and Loan Association, n/k/a Citibank, F.S.B., which said assignment is recorded in MOB 763, folio 931,

a certified copy of which is attached hereto and made a part hereof and marked Plaintiff's Exhibit "C".

VIII.

By Act of Cash Sale and Assumption of Mortgage executed June 14, 1984, before James A. Mounger, Notary Public, the above described property was transferred by Patricia Cook, wife of/and Claude Michael Nelson to Arthur T. Durel, Jr. and Ruby Lyons, which said act is duly recorded in MOB 922, folio 190, Parish of Jefferson, Louisiana; the said Arthur T. Durel, Jr. and Ruby Lyons did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "D".

IX

Assumptors are in default under the terms of the mortgage, having failed to make the required payments for the months of February, 1992 to date in spite of amicable demand. There is currently a balance due on said indebtedness of $24,513.07, together with interest at the rate 8.50% from January 1, 1992 until paid.

X.

In the above described mortgage note the defendants agreed to pay the fees of the attorney at law employed to institute proceedings to recover the amount due under the said note, which fees should be fixed at 10% of the amount claimed.

XI.

The petitioner herein, Citibank, F.S.B., has been advised that Patricia Cook, wife of/and Claude Michael Nelson, two of the

defendants herein, have moved and their current whereabouts are unknown and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants, Patricia Cook, wife of/and Claude Michael Nelson.

WHEREFORE,petitioner prays that the Court appoint an attorney to represent the absent defendants, Patricia Cook, wife of/and Claude Michael Nelson and, further, petitioner prays that all of the said defendants be served with a copy of this petition and cited to appear and answer it and, after due proceedings had, there be judgment herein in favor of Citibank, F. S. B, and against defendants, Arthur T. Durel, Jr., Ruby Lyons, Patricia Cook, wife of/and Claude Michael Nelson, in the amount of $24,513.07 with interest at the rate 8.50% on the princpal balance from January 1, 1992, plus all current and future advances and all costs of this suit, together with 10% attorney's fees on principal and interest now due and owing.

Petitioner further prays for recognition of its special lien and privilege against the following described property:

> THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in TERRYTOWN SUBDIVISION, Section 4, being part of Oakdale Subdivision, Section "B", First Ward, all in accordance with the survey of Adloe Orr, Jr. & Associates, C.E., dated October 15, 1959, approved by the Jefferson Parish Council under Ordinance No. 4546, adopted April 21, 1960, registered in COB 510, folio 491, Parish of Jefferson, Louisiana, on July 20, 1960, and in Plan Book 39, folio 67, Office of the Clerk of Court, Parish of Jefferson, Louisiana, which said property is more fully described as follows, to-wit:
>
> LOT NO. 26 in SQUARE NO. 34, bounded by Diplomat Street, Deerfield Road, Oakwood Drive, Holmes Boulevard and Stumpf Boulevard, which said lot commences at a distance of 93 feet from the corner of Diplomat Street and Deerfield Road, and measures thence 61 feet front on Diplomat Street, by a depth along the side line nearer Deerfield Road of 80 feet, by a depth along the opposite side line of 110 feet, by a first width in the rear of 40 feet to a point, and thence an additional width in the rear of 36.62 feet, all in accordance with the survey of Charles E. Felder, dated November 18, 1977.

Improvements thereon bear No. 535 Diplomat Street, Gretna, La. 70056.

which said property is encumbered by the mortgage recorded in MOB 722, folio 596 and that said property, in due course, be seized and sold to satisfy said judgment in preference to all other parties.

GRAHAM & ARCENEAUX

BY

JAMES C. ARCENEAUX, III
601 Poydras St., Suite 2650
New Orleans, Louisiana 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**A F F I D A V I T**

FILED
OCT 23 1992
DEPUTY CLERK

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

Attorney for Standard Mortgage Corporation, servicing agent for Citibank, F.S.B., who upon being first duly sworn did depose and say;

That he has reviewed the foreclosure data sheet supplied by Standard Mortgage Corporation, servicing agent for Citibank, F.S.B. and the other documentation supplied in conjunction with Loan No. 034378 (630) in the name of Patricia Cook, wife of/and Claude Michael Nelson, assumed by Arthur T. Durel, Jr. and Ruby Lyons, and according to said data sheet the current principal balance due and owing is $24,513.07, with interest at the rate of 8.50% from January 1, 1992 until paid, which said account is currently due for the months of February 1, 1992 until date.

Affiant further declared that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE ME THIS 23rd DAY OF Oct., 1992.

Patricia R. Francis
NOTARY PUBLIC

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Loan No. 934378 (630)

STATE OF ~~XXXXXXXX~~ MISSOURI

COUNTY OF ST. LOUIS

BEFORE ME, the undersigned authority, personally came and appeared: Sally M. Brock, Assistant Secretary of Citicorp Mortgage, Inc. as Attorney-in-Fact for Citibank, F.S.B. who, upon being first duly sworn, did depose and say;

That he/she is the duly authorized agent for Citibank, F.S.B.; and, as such, is familiar with the account of Patricia Cook, wife of/and Claude Michael Nelson, assumed by Arthur T. Durel and Ruby Lyons, Account No. 034378 (630); That the note in reference to this account has been lost and cannot be located; That a diligent search has been undertaken for same to no avail; and that the records of Citibank, F.S.B. do not reflect any transfer or negotiation of said note by Citibank, F.S.B.

CITIBANK, F.S.B.

BY: _____
Sally M. Brock
Title: Asst. Secretary

SWORN TO AND SUBSCRIBED BEFORE ME

THIS 29th DAY OF September, 1992

Karen Marie Grant
NOTARY PUBLIC

My Commission Expires: KAREN MARIE GRANT NOTARY PUBLIC-STATE OF MISSOURI ST. LOUIS COUNTY MY COMMISSION EXPIRES NOV 16 1994

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**ORDER**

Let Robert G. Creely, Esq. be appointed as Curator-ad-Hoc to represent the absent defendants, Patricia Cook, wife of/and Claude Michael Nelson.

Gretna, Louisiana
October 26, 1992

CODED

JUDGE

ON MINUTES
OCT 28 1992

PLEASE SERVE:

Arthur T. Durel, Jr.
413 Willowbrook Dr.
Gretna, La. 70056

Ruby Lyons a/k/a Ruby Lyons Durel
196 Dale Ave.
Gretna, La. 70056

_____, Esq.
Curator-ad-Hoc to represent
the absent defendants
Patricia Cook, wife of/and
Claude Michael Nelson

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ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 440849

DIV. DIV. A JUDGE THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NATIONAL MORTGAGE CO

*Plaintiff*

vs.

CHERYL PARK CHENG, w/o & MICHAEL JAY CHENG, VICTORIA MCDONALD

BARNES & PATRICIA CLAY LEONARD, w/o & CLARENCE LEONARD

*Defendant*

IRA J. MIDDLEBERG

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing OCT. 27, 1992 jff

HP Exhibit 0189 (172)

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CODED

NMC 1866-0363 / LOAN NO. 520300

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

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DEPUTY CLERK
PARISH OF JEFFERSON, LA.

CODED

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 440-849

DIVISION " "

NATIONAL MORTGAGE COMPANY

VERSUS

CHERYL PARK CHENG, WIFE OF/AND MICHAEL JAY CHENG,
VICTORIA MCDONALD BARNES AND
PATRICIA CLAY LEONARD, WIFE OF/AND CLARENCE LEONARD

File note + mortgage in vault

NOV 03 1992

PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE

The petition of **NATIONAL MORTGAGE COMPANY**, a corporation organized under the laws of the State of Tennessee, and authorized to do and doing business in the Parish of Jefferson, State of Louisiana, with respect represents that:

1.

a) Defendants, Victoria McDonald Barnes, Patricia Clay Leonard and Clarence Leonard, are persons of the full age of majority and residents of and domiciled in the Parish of Jefferson, State of Louisiana.

b) Defendants, Cheryl Park Cheng and Michael Jay Cheng, are persons of the full age of majority whose whereabouts are unknown to petitioner.

2.

The defendants are jointly, severally and solidarily liable unto petitioner for the following reasons, to-wit:



ISSUED Not of appt
DATE NOV 03 1992
S/ MYRA LANDIX
Deputy Clerk

CODED

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3.

Petitioner is the holder and owner in due course for valuable consideration and before maturity of a certain promissory note executed by Cheryl Park Cheng wife of/and Michael Jay Cheng, payable to the order of "BEARER", in the principal sum of NINETY TWO THOUSAND AND NO/100 ($92,000.00) DOLLARS, dated October 11, 1985, payable in monthly installments, including principal and interest, beginning December 1, 1985 and on the first day of each month thereafter until principal and interest are fully paid, the last monthly payment, if not sooner paid, being due and payable on November 1, 2015, and which note bears interest at the rate of 9.500% per annum on the unpaid balance from date, and which note was paraphed "Ne Varietur" for identification with and secured by an Act of Credit Sale of Property dated October 11, 1985, passed before Stella V. Charles, Notary Public and two witnesses and recorded in Registry No. 8549710 and MOB 1321, folio 236, acquired at COB 1348, folio 197, of the official records for the Parish of Jefferson, State of Louisiana. The original of said note is attached hereto and made a part hereof and marked "P-1" for identification. A certified true copy of the Act of Credit Sale of Property is attached hereto and made a part hereof and marked "P-2" for identification.

4.

Further, Mellon Financial Services Corporation #7 did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Franklin Savings Association by Assignment of Mortgages, in authentic form, dated August 31, 1989, executed by Carol R. Biondi, Vice President-Administrative, and by Sally Hyatt, Assistant Secretary, and passed before Debbie S. Detinne, Notary Public and two witnesses. A certified true copy of said Assignment of Mortgages is attached hereto and made a part hereof and marked "P-3" for identification.

2 1 0 6 0 2 6 7 7

5.

Further, plaintiff avers that it is the current holder of the aforesaid note, regardless of the two (2) blank endorsements and the endorsement mistakenly placed on the reverse of said note by Franklin Savings Association, National Mortgage Company and RTC as Conservator for Franklin Savings Association.

6.

Resolution Trust Corporation ("RTC") as Conservator for Franklin Savings Association ("Franklin") became the holder of the aforesaid promissory note, by virtue of the February 15, 1990 order of the Director of the Office of Thrift Supervision ("OTS"), Number 90-368, appointing RTC as Conservator for Franklin, having been recorded via an affidavit, dated March 12, 1990, in Volume 3135, page 660 of the official records of Johnson County, Kansas.

7.

Resolution Trust Corporation ("RTC") as Receiver for Franklin Savings Association ("Franklin") became the holder of the aforesaid promissory note, by virtue of the July 16, 1992 order of the Director of the Office of Thrift Supervision ("OTS"), Number 92-3190 appointing RTC as Receiver for Franklin.

8.

Further, Resolution Trust Corporation as Receiver for Franklin Savings Association did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto National Mortgage Company by Notarial Endorsement and Assignment of Mortgage Note, in authentic form, dated August 26, 1992, executed by Norma Bogart, Vice President, and passed before Beverly A. McAuley, Notary Public and two witnesses. The original of said Notarial Endorsement and Assignment of Mortgage Note is attached hereto and made a part hereof and marked "P-4" for identification.

2 1 3 6 0 2 6 7 8

9.

Victoria McDonald Barnes did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow from Cheryl Park Cheng and Michael Jay Cheng, by Act of Sale and Assumption dated January 15, 1988, and passed before H. Edward Ellzey, Notary Public, and two witnesses and which Act of Sale and Assumption was duly recorded in COB 1884, folio 274, and MOB 2146, folio 110, Registry No. 88-02692 of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-5" for identification.

10.

Patricia Clay Leonard and Clarence Leonard did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow from Victoria McDonald Barnes, by Act of Sale and Assumption dated November 21, 1989, and passed before James G. Sax, Notary Public, and two witnesses and which Act of Sale and Assumption was duly recorded in COB 2278, folio 256, and MOB 2635, folio 316, Registry No. 89-54224 of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-6" for identification.

11.

By virtue of the aforementioned act(s), defendants did specially mortgage, affect and hypothecate unto and in favor of your petitioner, and any other holder or holders of said note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT 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 Parish of Jefferson, State of Louisiana, in that part known as TIMBERLANE VILLAGE, PHASE III and designated as LOT 92, all in accordance with the plans of subdivision made by Landry Engineering

2 1 1 5 0 2 5 7 9

Co., Inc. Ordinance No. 18520, by the Jefferson Parish Council on January 4, 1984 registered in COB 1067, folio 313.

Improvements thereon bear Municipal No. **4012 Red Cypress Drive, Harvey, LA 70058.**

All more fully shown on survey of BFM Corporation dated August 29, 1985.

12.

By virtue of the act referred to in Paragraph 3 hereinabove, defendants confessed judgment upon the note, and consented that if the same was not paid in accordance with the terms and stipulations of said note and the aforesaid act(s), the property might be seized and sold under executory process, for cash and **with appraisement**, defendants having waived the demand for payment as provided for in Article 2639 of the Louisiana Code of Civil Procedure.

13.

The defendants have failed to pay the installment due January 1, 1992 and all subsequent installments due under said note.

14.

Defendants are therefore in default under the terms and conditions of the aforesaid note and act(s).

15.

Therefore, NATIONAL MORTGAGE COMPANY, has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of $87,550.82, interest at the rate of 9.500% per annum from December 1, 1991, until paid, together with reasonable attorney's fees upon said principal and interest, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

16.

By virtue of the terms of the aforementioned note and act(s)

2 1 1 6 0 2 6 8 0

defendants agreed to pay the reasonable attorney's fees upon the amounts due under said note for the attorney at law who might be employed to institute proceedings to recover the amounts due under said note.

17.

This Court has jurisdiction over the property affected and encumbered by the act described in Paragraph 3 hereinabove; but because defendants, Cheryl Park Cheng and Michael Jay Cheng, are absentees who cannot be served personally with process, an attorney at law should be appointed to represent them.

18.

By virtue of paragraph 14 of said Act of Credit Sale of Property, defendants waived any and all notice of demand.

WHEREFORE, the premises and annexed documents considered, petitioner prays for an order of executory process herein, that a writ of seizure and sale issue forthwith directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and **with appraisement**, to pay and satisfy the claim of your petitioner in the principal sum of $87,550.82, with interest at the rate of 9.500% per annum from December 1, 1991 until paid, together with reasonable attorney's fees upon said principal and interest, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

2 1 2 6 0 2 6 8 1

Petitioner further prays that an attorney at law be appointed to represent the absent defendants in this proceeding.

**MIDDLEBERG, RIDDLE & GIANNA**
**201 ST. CHARLES AVENUE - 31ST FLOOR**
**NEW ORLEANS, LOUISIANA 70170-3100**
**TELEPHONE: (504) 525-7200**
**ATTENTION: FORECLOSURE DEPARTMENT**

**IRA J. MIDDLEBERG**
**BAR NO. 9640**

**PLEASE SERVE NOTICE OF SEIZURE ON:**

CHERYL PARK CHENG AND
MICHAEL JAY CHENG
THROUGH COURT APPOINTED COUNSEL

AND

VICTORIA MCDONALD BARNES
673 BANNERWOOD STREET
GRETNA, LOUISIANA

AND

PATRICIA CLAY LEONARD AND
CLARENCE LEONARD
4012 RED CYPRESS DRIVE
HARVEY, LOUISIANA

**O R D E R**

**CONSIDERING THE FOREGOING,**

**LET** executory process issue herein as prayed for and according to law.

**FURTHER, LET** Robert L. Cuely, attorney at law, be appointed to represent the absent defendants, Cheryl Park Cheng and Michael Jay Cheng, in this proceeding.

**GRETNA, LOUISIANA**, this 29th day of October, 1992.

ON MINUTES
OCT 30 1992

J U D G E



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 441033

DIV

DIV. D
JUDGE
WALTER E. KOLLIN

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FIRST NATIONAL BANK OF JEFFERSON PARISH

*Plaintiff*

vs.

EM NGOC NGUYEN

*Defendant*

JULES A. FONTANA, JR

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing NOV. 2, 1992jff

3459

2 1 1 [illegible] 0 2 3 [illegible] 8

HP Exhibit 0189 (173)

2 1 / 0 6 0 2 3 6 9

CODED-8 #157

DIV. D

JUDGE
WALTER E. KOLLIN

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 441-033 DIVISION " " DOCKET NO.____

FIRST NATIONAL BANK OF JEFFERSON PARISH

VERSUS

EM NGOC NGUYEN

FILED: _____ _____: DEPUTY CLERK

FILED FOR RECORD '92 NOV 27 AM 11 54 DEPUTY CLERK PARISH OF JEFFERSON, LA.

PETITION FOR EXECUTORY PROCESS

The petition of First National Bank of Jefferson Parish, a Louisiana corporation, which has its office registered in Gretna, Louisiana, and is licensed to do business in the State of Louisiana, respectively shows:

I.

That Em Ngoc Nguyen is a person of the full age of majority and his residence is unknown. Plaintiff requests that the court appoint a curator to represent the interests of Em Ngoc Nguyen in this lawsuit.

II.

That petitioner is the holder and owner for valuable consideration before maturity one (1) certain promissory note made by the defendant(s) dated in Harvey, Louisiana, on March 13, 1992 and assigned to the order of First National Bank of Jefferson Parish in the amount of $19,999.20 and payable in 60 monthly installments the first in the amount of $333.32 being due on April 27, 1992 and the remaining 59 installments in the amount of $333.32 becoming due on the 27th of each month thereafter until paid.

file note & chattel mortgage in Vault 11-4-92

III.

That defendant(s) granted a chattel mortgage lien on the property hereinafter described in favor of First National Bank of Jefferson Parish or any future holder of said note to secure punctual payment thereof, together with interest and attorney's fees to-wit:

1992 MITSUBI ECLIPSE, SERIAL #: 4A3CS44R0NE004886

ISSUED Aut. Appt. pdt.
DATE 11-4-92
CODED
Deputy Clerk

was duly filed with the Commissioner of Motor Vehicles in Baton Rouge, Louisiana, according to the terms and provisions of the Louisiana Title Certificate Law: that First National Bank of Jefferson Parish is a holder in due course of said note.

IV.

That in the Act of Chattel Mortgage, the defendant(s) granted a special mortgage under the "pact de non aliendo" upon the said property to secure payment of said note with interest and attorney's fees as hereinabove set forth, and in the said act, the defendant(s)-mortgagor(s), moreover confessed judgment upon the said note and consented that if the same were not paid in accordance with the terms or the conditions and stipulations of the said note, the said property might be seized and sold for cash without benefit of appraisement, and in the event of suit, said defendant-mortgagor, agreed to pay the attorney employed, fees for that purpose, which fees are fixed in said act at twenty-five (25%) of the total amount due.

V.

The defendant(s) failed and refused to pay the installments of said handnote as they have become due and have not paid that due for September 27, 1992 and subsequent installments; notwithstanding due demand for payment having been made; that said note is past due and exigible; that said note provides that the failure to make installments when due shall mature the note in it's entirety, petitioner specifically pleading provisions of said note, wherein the mortgagors waive presentment, demand, and protest, and notice of protest. Plaintiff specifically avers that defendant(s) have not paid the accelerated total amount of the loan and are now in default.

VI.

First National Bank of Jefferson Parish has made demand upon defendant(s) for payment of the installments, since they have become due and defendant(s) has(have) not responded to the demands of the petitioner.

2 1 1 5 6 0 2 3 7 1

VII.

At present, the outstanding balance due on this obligation consists of $14,268.85. That said balance is due, together with any interest as it accrues, attorney fees of twenty-five (25%) of the principal and interest, sued upon herein, and all costs of these proceedings. Petitioner attaches hereto and makes a part hereof, as if copied herein "in extensio" the original of the act of chattel mortgage identified herewith.

VIII.

Plaintiff asks the court for permission to appoint themselves, First National Bank of Jefferson Parish, as keeper of the vehicle until the judicial sale.

WHEREFORE, the premises and annexed documents considered, the petition of First National Bank of Jefferson Parish prays for an Order of Executory Process, herein, that a Writ of Seizure and Sale issued herein, directing the Sheriff of the Parish wherein the property is located to seize the following described property:

1992 MITSUBI ECLIPSE, SERIAL #: 4A3CS44R0NE004886

and after all due advertisements, delays, requisites and formalities, save those expressly waived in the act of mortgage, to sell the property hereinabove described, according to law, for cash, WITHOUT BENEFIT OF APPRAISEMENT, to pay and satisfy the claim of petition in the principal sum of $14,268.85 together with interest thereon at the rate of 14.9% until paid and 25% of both principal and interest as attorney's fees with all costs of these proceedings and out of the proceeds of the sale, petitioner shall be paid the amount of said claim by preference and priority over all persons whomsoever and that a curator be appointed to represent the interests of Em Ngoc Nguyen in this matter. Plaintiff further prays that First National Bank of Jefferson Parish be appointed keeper of the vehicle.

5645
JULES A. FONTANA, JR.
Attorney at Law
1022 Loyola Avenue / Phone 581-9545
New Orleans, Louisiana 70113

2 1 1 0 6 0 2 3 7 2

VERIFICATION

PARISH OF JEFFERSON

STATE OF LOUISIANA

BEFORE ME, the undersigned authority, personally came and appeared, being duly sworn, as agent of First National Bank of Jefferson Parish who having read the aforementioned petition and states that all the facts and allegations contained therein are true and correct to the best of their knowledge, information, and belief, as agent of First National Bank of Jefferson Parish.

CODED 1550

AFFIANT

SWORN TO AND SUBSCRIBED BEFORE ME
this 29th day of October, 1992.

NOTARY PUBLIC

ORDER

LET, Executory Process issue herein prayed for according to law.

CODED

That Robert G. Creely be appointed curator to represent Em Ngoc Nguyen in this lawsuit.

That First National Bank of Jefferson Parish be appointed as keeper of the vehicle in this lawsuit.

Gretna, Louisiana, this 4th day of November, 1992.

CODED

JUDGE

PLEASE SEIZE:
The above described movable property at:
201 Newton St. [FNJ Lot]
Gretna, LA

PLEASE SERVE:
Em Ngoc Nguyen through:
CURATOR

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 441214

DIV A

JUDGE THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

STANDARD MORTGAGE CORP

*Plaintiff*

vs.

VAUGHN DE ARMAS & BEVERLY BLOUNT, w/o & WAYNE DAVID GAUDIN

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** NOV. 5,1992 jff

3464

HP Exhibit 0189 (174)

2 1 1 1 3 0 1 7 6 #327.

CODED - 8

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 441-214 DIVISION

JUDGE THOMAS PORTEOUS, JR.

STANDARD MORTGAGE CORPORATION

VERSUS

VAUGHN DE ARMAS
AND
BEVERLY BLOUNT, WIFE OF/AND WAYNE DAVID GAUDIN

FILED FOR RECORD 92 NOV 5 2 17 DEPUTY CLERK PARISH OF JEFFERSON, LA.

CODED

FILED: _____ _____ DEPUTY CLERK

**PETITION FOR EXECUTORY PROCESS**

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana corporation whose principal place of business is 300 Plaza, One Shell Square, New Orleans, Louisiana 70139, with respect represents,

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Beverly Blount Gaudin, wife of/and Wayne David Gaudin who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of OURSELVES and by the makers endorsed in blank in the principal sum of $60,200.00 dated April 30, 1986 payable at Standard Mortgage Corporation, New Orleans, Louisiana or at such other place as the holder may designate in writing, in fixed monthly installments of $506.19 commencing on the first day of June, 1986 and payable in full on or before the first day of May, 2016. The said note bears interest at the rate of 9.5% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Credit Sale and Vendor's Lien dated April 30, 1986 and passed before H. Gordon Hartman, Notary Public

NOV 12 1992 file note + mortgage in vault



ISSUED Not of appt NOV 12 1992

DATE

CODED

S/ MYRA LANDIX
Deputy Clerk

in and for the Parish of Orleans and two witnesses, and duly recorded in MOB 1499, folio 061, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Standard Mortgage Corporation and any and all other future holders of the note, the following described

property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> A CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in Township 14 South Ranges 23 and 24 East, Southeast Land District of Louisiana, West of the Mississippi River, known as Harvey Canal Property, Jefferson Parish, Louisiana, formerly designated as PARCEL Q-2-B, which said portion of ground has been resubdivided into WOODMERE SOUTH SUBDIVISION SECTION 3, all as per plan of resubdivision made by J. J. Krebs & Sons, Inc., C. E. & S., dated October 10, 1983, approved by the Jefferson Parish Council by Ordinance No. 15784, recorded in COB 1064 folio 925, and as per Act of Dedication before Odom B. Heebe, Notary Public, dated February 2, 1984, recorded in COB 1067 folio 270, same being designated as follows:
>
> LOT 848, SQUARE R, which said square is bounded by Primwood Drive, Destrehan Avenue, Keith-Way Drive and Cimwood Drive, and said LOT 848 commences at a distance of 79.37 feet from the intersection of Cimwood Drive and Primwood Drive and measures 60' front on Primwood Drive, same in width across the rear, by a depth of 100 feet between equal and parallel lines; all as per survey made by J. J. Krebs & Sons, Inc., L. S., dated February 26, 1986, resurveyed March 27, 1986, to show improvements designated as 3104 Primwood Drive, Harvey, La. 70058.

VI.

By Act of Cash Sale and Assumption of Mortgage executed April 30, 1990, before James G. Sax, Notary Public, the above described property was transferred by Beverly Blount Gaudin, divorced wife of/and Wayne David Gaudin to Vaughn DeArmas, which said act is duly recorded in MOB 2697, folio 332, Parish of Jefferson, Louisiana; the said Vaughn DeArmas did assume, bind and obligate himself to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if he was the maker of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

By Act of Correction dated October 26, 1992 executed before James C. Arceneaux, III, Notary Public, registered in the mortgage records for the Parish of Jefferson, the above Credit Sale and Vendor's Lien was corrected, as will more fully appear from said Act of Correction, a certified copy of which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "D".

VIII.

Petitioner believes that the property which secures its mortgage is currently tenant occupied. Petitioner desires to take possession of and collect all rents generated by the subject property during the pendency of these proceedings pursuant to paragraph 13 of the mortgage, and further desires that Standard Mortgage Corporation be appointed Keeper of the property in order to collect said rents.

IX.

The assumptor having failed to make the payments required under the terms of the mortgage, is in default under the terms of said mortgage and Standard Mortgage Corporation, as the last holder of the note, after having given due notice herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from June 1, 1992 to date.

X.

The petitioner herein, Standard Mortgage Corporation, has been advised that Beverly Blount Gaudin has left the state and is believed to be living and residing at Route 4, Box 104, Carriere, MS 39426 and that Vaughn DeArmas has moved and his current whereabouts are unknown. It will therefore be necessary for this

Honorable Court to appoint an attorney to represent the absent defendants, Beverly Blount Gaudin and Vaughn DeArmas.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent defendants, Beverly Blount Gaudin and Vaughn DeArmas and, further, petitioner prays for an order of Executory Process herein; that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell with appraisement and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of $57,172.13 with 9.5% percent interest thereon from May 1, 1992 until paid, together with reasonable attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

Petitioner further prays that pursuant to paragraph 13 of the mortgage that Standard Mortgage Corporation be appointed Keeper of the subject property and authorized to collect the rents generated by said property during the pendency of these proceedings.

GRAHAM & ARCENEAUX

BY: James C. Arceneaux III

JAMES C. ARCENEAUX, III
Bar Roll No. 2524
601 Poydras St., Suite 2650
New Orleans, La. 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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FILE
NOV 5, 1992
DEPUTY CL.

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

Attorney for Standard Mortgage Corporation who upon being first duly sworn did depose and say;

That he has reviewed the foreclosure data sheet supplied by Standard Mortgage Corporation and the other documentation supplied in conjunction with Loan No. 043319 (666) in the name of Beverly Blount Gaudin, wife of/and Wayne David Gaudin, assumed by Vaughn DeArmas, and according to said data sheet the current principal balance due and owing is $57,172.13, with interest at the rate of 9.5% from May 1, 1992 until paid, which said account is currently due for the months of June 1, 1992 until date.

Affiant further declared that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE ME THIS 4th DAY OF November, 1992.

Patricia Q. Francis
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

2 1 1 3 0 0 N 9 2

**ORDER**

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, with appraisement.

Let Robert F. Creely, Esq. be appointed as Curator-ad-Hoc to represent the absent defendants, Beverly Blount Gaudin and Vaughn DeArmas.

IT IS FURTHER ORDERED that Standard Mortgage Company be appointed Keeper and authorized to collect all rents generated by the subject property during the pendency of these proceedings.

Gretna, Louisiana
November 9, 1992

JUDGE

CODED

ON MINUTES
NOV 10 1992

PLEASE SERVE

NOTICE OF APPOINTMENT
NOTICE OF SEIZURE AND
COPY OF PETITION ON:

_____, Esq.
Curator-ad-Hoc to represent
the absent defendants
Beverly Blount Gaudin
and Vaughn DeArmas

PLEASE SERVE:

NOTICE OF SEIZURE AND SALE ON:

Wayne David Gaudin
3046 Aspin Dr.
Harvey, La. 70058

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 442832

DIV

DIV. A
JUDGE
C. THOMAS PRATEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FIRST NATIONAL BANK OF JEFFERSON PARISH

vs. *Plaintiff*

ALEXANDER BERKLEY, JR & SHERYL H, DAVILLIER

*Defendant*

JULES A, FONTANA, JR

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing DEC. 17, 1992jff

HP Exhibit 0189 (175)

3472

P01

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 442-832 DIVISION "A" DOCKET NO. _____

FIRST NATIONAL BANK OF JEFFERSON PARISH

VERSUS

ALEXANDER BERKLEY, JR. AND SHERYL H. DAVILLIER

FILED: _____ _____ :DEPUTY CLERK

CODED 2

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel comes, First National Bank of Jefferson Parish and who with respect represents:

I.

Defendant(s), Sheryl H. Davillier, has(have) not been served with the notice of seizure, in the above captioned proceedings, that it is necessary to serve them in order to go forward with the sale of the security which was seized under a writ of seizure and sale; that said seizure was effected in the Parish of Jefferson, consequently, petitioner asks that this court appoint a curator to represent defendant(s) in that case.

WHEREFORE, petitioner prays that a curator be appointed to represent Sheryl H. Davillier in these proceedings.

_____ 5645
JULES A. FONTANA, JR.
Attorney at Law
1022 Loyola Avenue / Phone: 581-9545
New Orleans, Louisiana 70113

ORDER

IT IS HEREBY ORDERED, that Robert G. Creely be appointed curator to represent the defendant(s) in the above captioned proceedings.

Gretna, Louisiana this 26th day of January 1993.

CODED

_____
JUDGE

PLEASE SERVE:
CURATOR

ISSUED not of copy
DATE JAN 26 1993
S/ MYRA LANDIX
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

_____
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 443287

DIV

DIV A
JUDGE
THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

COLONIAL MORTGAGE CO
vs.
REYES P. SALAZ, ET AL

*Plaintiff*

*Defendant*

CHARLES H. RYAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JAN. 4, 1993 jff

3474

HP Exhibit 0189 (176)

prayers of the petition filed herein.

Respectfully submitted,

BOLES, BOLES & RYAN, ATTORNEYS
1805 Tower Drive
P.O. Box 2065
Monroe, LA 71207-2065
Telephone: (318) 388-4050

BY: _____
Charles H. Ryan
Bar #11557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

_____
Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, on this 31st, day of March, 1993.

_____
Notary Public

O R D E R

CONSIDERING THE FOREGOING MOTION,

IT IS ORDERED that _____, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), MARY SUSETTE TUMINELLO, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 16th day of April, 1993.

_____
JUDGE, DISTRICT COURT

CODED ON MINUTES APR 7 1993

CHR/bbp

BB&R#31888

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

_____
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 449686

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

HIBERNIA NATIONAL BANK IN NEW ORLEANS, LA, AS TRUSTEE TO THE PARISH OF JEFFERSON HOME MORTGAGE AUTHORITY

*Plaintiff*

vs.

DONALD J. RODRIGUE & PAULA IMBORNONE RODRIGUE

*Defendant*

GEORGE B. DEAN, JR.

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** JAN. 7,1993 jff

HP Exhibit 0189 (177)

3476

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH DISTRICT COURT

HIBERNIA NATIONAL BANK

FILED: '93 AUG 30 AM 10 33 FILED FOR RECORD DEPUTY CLERK PARISH OF JEFFERSON, LA.

VS. Suit #449-686 DIV A

DONALD J. RODRIGUE

CODED 2

**MOTION & ORDER TO APPOINT CURATOR**

On Motion ofHIBERNIA NATIONAL BANK and on suggesting to the Court that defendants(s) is/are "absentee(s)" defined by Louisiana Code of Civil Procedure article 5251(1) because, without limitation, Plaintiff has been unable to perfect service upon defendants, Donald J. Rodrigue, despite the diligent efforts to plaintiff and the Sheriff of Jefferson Parish, Louisiana, as reflected by the Sheriff;s return on the service documents, and the whereabouts of said defendant(s) is/are unknown, and/or if dead their heirs are unknown, then therefore, an attorney at law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

IT IS ORDERED that Robert G. Creely attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Gretna, Louisiana, this 1st day of September, 1993

JUDGE

CODED ON MINUTES SEP 2, 1993

STATE OF LOUISIANA

PARISH OF OUACHITA

**BEFORE ME**, a Notary Public, appeared George B. Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

GEORGE B. DEAN, JR.

Sworn to and subscribed before me this 27th day of August, 1993.

Last known address:
**214 Incarnate Word Dr.**

Kenner, La. 70065

Lisa Carey
Notary Public

ISSUED Not of cppt w/ not of dir

DATE SEP 02 1993

S/ MYRA LANDIX
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 444337

DIV "A"

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

REAL ESTATE FINANCING, INC.

*Plaintiff*

vs.

JOHN ASEBEDO RODRIGUEZ (a/k/a J.A. RODRIGUEZ & JOHN ASEVEDO RODRIGUEZ)

& MARK A. WINGERTER

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JAN. 27,1993 jff

3478

HP Exhibit 0189 (178)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 444-337 DIVISION "A"

FILED FOR RECORD '93 MAY 10 PM 3 34 DEPUTY CLERK PARISH OF JEFFERSON, LA.

REAL ESTATE FINANCING, INC.

CODED

VERSUS

JOHN ASEBEDO RODRIGUEZ
(A/K/A J. A. RODRIGUEZ AND JOHN ASEVEDO RODRIGUEZ)

AND

MARK A. WINGERTER

FILED: _____ _____
DEPUTY CLERK

**MOTION TO APPOINT CURATOR**

On motion of Real Estate Financing, Inc., through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant, Mark A. Wingerter, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant, and accordingly, defendant cannot be found and served, and diligent effort has been made to locate said defendant.

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant, Mark A. Wingerter.

IT IS ORDERED BY THE COURT, that Robert D. Lively, Atty attorney at law be and he is hereby appointed curator ad hoc for defendant Mark A. Wingerter in these proceedings and that a Writ

ISSUED Not of appt
DATE MAY 13 1993
S/ MYRA LANDIX
Deputy Clerk

CODED

of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 11th day of May, 19 93.

CODED

ON MINUTES MAY 12 1993

JUDGE

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C. Wheat

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 444475

DIV

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOC

*Plaintiff*

vs.

ANDREA GRANT WILLIAMS & ROBERT ANTHONY WILLIAMS

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JAN. 29,1993 jff

HP Exhibit 0189 (179)

3481

92-0914

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 444-475 DIVISION "A"

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

ANDREA GRANT WILLIAMS

AND

ROBERT ANTHONY WILLIAMS
(A/K/A ROBERT WILLIAMS)

FILED FOR RECORD 94 MAR 15 AM 11 25 PARISH OF JEFFERSON, LA. DEPUTY CLERK

CODED 2

FILED: _____ _____
DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of Federal National Mortgage Association, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant, Andrea Grant Williams is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant, and accordingly, defendant cannot be found and served, and diligent effort has been made to locate said defendant.

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant, Andrea Grant Williams.

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the defendant, Andrea Grant Williams, and for all other relief as is just and proper in the premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C Wheat

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ISSUED: Let it issue
DATE: MAR 16 1994
S/ MYRA LANDIX
Deputy Clerk

CODED

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 444-475 DIVISION "A"

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

ANDREA GRANT WILLIAMS

AND

ROBERT ANTHONY WILLIAMS
(A/K/A ROBERT WILLIAMS)

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert D. Cooley attorney at law be and he is hereby appointed curator ad hoc for defendant Andrea Grant Williams in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 16th day of March, 19 94.

CODED

JUDGE

FILMED
MAR 16 1994

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

N DIV

Nº 444504

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NEW SOUTH FEDERAL SAVINGS BANK

CATHERINE M RAY vs. *Plaintiff*

*Defendant*

DALE M MAAS

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** FEBRUARY 1,1993 lma

3484

HP Exhibit 0189 (180)

TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

NUMBER: 444,504 DIVISION "A"

NEW SOUTH FEDERAL SAVINGS BANK

VERSUS

CATHERINE M. RAY

CODED 2

**MOTION TO APPOINT CURATOR AD-HOC**

NOW INTO COURT, through undersigned counsel, comes plaintiff, New South Federal Savings Bank, who states as follows:

1.

Service upon the defendant, Catherine M. Ray, was attempted by the Jefferson Parish Sheriff's Office at the address provided by plaintiff, being 3619 Colorado Avenue, Kenner, Louisiana.

2.

Counsel for plaintiff has been notified by that the citation was returned "numerous attempts no response" by the Jefferson Parish Sheriff's Office.

3.

Plaintiff does not know the present whereabouts of the defendant, Catherine M. Ray, and, therefore, it is necessary that a Curator Ad-Hoc be appointed to represent the absentee defendant in these proceedings against her.

WHEREFORE, plaintiff, New South Federal Savings Bank, desires that a Curator Ad-Hoc be appointed to represent the defendant, Catherine M. Ray, in these proceedings.

DALE M. MAAS
ATTORNEY AT LAW
2924 Brakley Drive
Suite B-5
Baton Rouge, LA 70816
(504)292-8034
Bar No. 9613

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ISSUED Not of appt w/ not of denied

DATE MAR 17 1993

S/ MYRA LANDIX
Deputy Clerk

CODED

TWENTY-FOURTH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

NUMBER: 444,504 DIVISION "A"

NEW SOUTH FEDERAL SAVINGS BANK

VERSUS

CATHERINE M. RAY

O R D E R

Considering the foregoing Motion:

IT IS ORDERED that Robert G. Curly, Attorney at Law, be and is hereby appointed Curator Ad-Hoc to represent the absentee defendant, Catherine M. Ray, herein.

THUS DONE AND SIGNED at Gretna, Louisiana, this 15th day of March 1993.

CODED ON MINUTES

MAR 17 1993

J U D G E
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON
STATE OF LOUISIANA

PLEASE SERVE:

CURATOR AD-HOC

AND ORIGINAL PETITION

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 444568

DIV Div. A

JUDGE

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

STANDARD MORTGAGE CORP

*Plaintiff*

vs.

PATRICIA WINN, w/o & KEITH COBB JORDAN & DIANE WIRSHING, w/o &

ROSENDO EMILIO MARTINEZ

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing FEB. 2,1993 jff

3487

HP Exhibit 0189 (181)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 444-568 DIVISION "A"

STANDARD MORTGAGE CORPORATION

VS.

PATRICIA WINN, WIFE OF/AND KEITH COBB JORDAN
AND
DIANE WIRSHING, WIFE OF/AND ROSENDO EMILIO MARTINEZ

FILED: _____ _____
DEPUTY CLERK

**SUPPLEMENTAL AND AMENDED PETITION**

I.

Petitioner realleges and reaffirms all allegations contained in Paragraphs I through VII of the original petition filed in these proceedings on February 2, 1993.

II.

Petitioner was informed and did believe that the defendants, Diane Wirshing, wife of/and Rosendo Emilio Martinez, were living and residing at 4801 Hessmer Ave., Metairie, La. 70002 and that acting on that information and belief, the petitioner requested that the said defendants be served at that address.

III.

The records of the Sheriff's Department of the Parish of Jefferson reflect that, in spite of diligent efforts, said Sheriff's Department has been unable to locate the defendants at the above mentioned address and has, therefore, been unable to serve the defendants. A skip trace ordered on Diane Wirshing, wife of/and Rosendo Emilio Martinez reflects that they have left the country and are believed to be living in Adjunta, Puerto Rico, with an office address for Dr. Rosendo Emilio Martinez of Suite 401, Parra Building, Ponce, Puerto Rico. Accordingly, it will be necessary for this Court to appoint an attorney to

-1- ISSUED Not Of Appt
DATE APR 27 1993
S/ MYRA LANDIX
Deputy Clerk
CODED

represent the defendants in these proceedings.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent defendants, Diane Wirshing, wife of/and Rosendo Emilio Martinez, that he be served with copies of the notice appointing the curator, original petition, the supplemental and amended petition together with the notice of seizure.

GRAHAM & ARCENEAUX

BY: James C. Arceneaux

JAMES C. ARCENEAUX, III
Bar Roll No. 2524
601 Poydras Street, Suite 2650
New Orleans, La. 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

FILED
20 1993
CLERK

**A F F I D A V I T**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

who, upon being first duly sworn, did depose and say;

That he is the attorney for Standard Mortgage Corporation; and, as such, is familiar with the account of the persons made defendants herein; that he has read the above and foregoing Supplemental And Amended Petition and that all of the facts and allegations therein contained are true and correct to the best of his knowledge, information and belief.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE ME THIS 13th DAY OF April, 1993.

Patricia R. Francis
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

FILED

DEPUTY CLERK

ORDER

Let Robert G. Cooley, Esq. be appointed to represent the absent defendants, Diane Wirshing, wife of/and Rosendo Emilio Martinez.

CODED

Gretna, Louisiana
April 21, 1993

JUDGE

ON MINUTES
APR 23 1993

PLEASE SERVE:
(1) COPY OF NOTICE OF APPOINTMENT
(2) COPY OF PETITION
(3) COPY OF SUPPLEMENTAL PETITION, AND
(4) NOTICE OF SEIZURE ON:
(NOTICE OF DEMAND WAIVED)

_____, Esq.
Attorney appointed to represent
the absent defendants
Diane Wirshing, wife of/and
Rosendo Emilio Martinez

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 444608

DIV. A

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

UNITED STATES OF AMERICA

vs.

SUSAN POCHE BUXTON

*Plaintiff*

*Defendant*

WILLIAM D. O'REGAN, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing FEB. 3, 1993 jff

3492

HP Exhibit 0189 (182)

UNITED STATES OF AMERICA

VERSUS

SUSAN POCHE BUXTON

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 444-608 DIVISION: A

FILED

DEPUTY CLERK

CODED 2

MOTION TO APPOINT CURATOR

NOW COMES, United States of America, through its undersigned counsel of record, and for its Motion to Appoint Curator, respectfully states:

I.

This is a civil action brought by the United States of America to foreclose a real estate mortgage upon immovable property located within the jurisdiction of this Court.

II.

The defendant, SUSAN POCHE BUXTON, is an absentee and her whereabouts are unknown.

WHEREFORE, United States of America prays that an Attorney at Law be appointed as curator to represent the defendant named herein.

William D. O'Regan

WILLIAM D. O'REGAN, III
BAR ROLL NUMBER 10231
ATTORNEY FOR PLAINTIFF
1107 MAIN STREET
LA PLACE LA 70068
(504) 652-6476

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ISSUED not of appt / clt & pet

DATE MAR 0 9 1993

S/ MYRA LANDIX
Deputy Clerk

CODED

UNITED STATES OF AMERICA

VERSUS

SUSAN POCHE BUXTON

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 444-608 DIVISION: A

FILED

DEPUTY CLERK

ORDER

IT IS ORDERED that Robert F. Cleary, Attorney at Law, be appointed curator to represent the defendant in this proceeding.

IT IS FURTHER ORDERED that a fee of $350.00/xx be fixed as compensation for the said curator and that the same be taxed as costs of this proceeding.

THUS DONE AND SIGNED at Gretna, Louisiana, on this 8th day of March, 1993.

CODED

ON MINUTES

MAR 9 1993

JUDGE

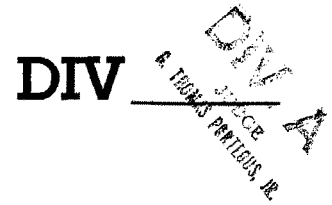
A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 445440

DIV

DIV A
JUDGE
G. THOMAS PORTEGUS, JR.



# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

EASTERN SAVINGS BANK, FSB

*Plaintiff*

vs.

DONALD J. EDMONSTON, SR., JOSEPHINE MANCUSO EDMONSTON,

ALVIN J. GUERCIA, TERESE EDMONSTON GUERCIA

*Defendant*

GEORGE B. DEAN, JR?

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing FEB. 24,1993 jff

HP Exhibit 0189 (183)

3495

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH DISTRICT COURT

EASTERN SAVINGS BANK

FILED: _____

VERSUS NO.445-440-A

DONALD J. EDMONSTON, SR. et el

**MOTION & ORDER TO APPOINT CURATOR**

On Motion of Eastern Savings Bank and on suggesting to the court that defendant(s) is/are "absentee(s)" defined by Louisiana Code of Civil Procedure article 5251(1) because, without limitation, Plaintiff has been unable to perfect service upon defendants, Donald J. Edmonston, Sr., Josephine Mancuso Edmonston, Alvin J. Guercia and Teresa Edmonston Guercia despite the diligent efforts to plaintiff and the Sheriff of Jefferson Parish, Louisiana, as reflected by the Sheriffs return on the notice of demand, and the whereabouts said defendant being unknown, and/or if dead their heirs are unknown, then therefore, and attorney at law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

IT IS ORDERED that Robert D. Kelly attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Gretna, Louisiana, this 19th day of April, 1993.

CODED

ON MINUTES

APR 21 1993

JUDGE

V E R I F I C A T I O N

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, a Notary Public, appeared George B. Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

GEORGE B. DEAN, JR.

SWORN TO AND SUBSCRIBED
before me this 12th day
of April, 1993.

Mary Ann Wallace

NOTARY PUBLIC

LAST KNOWN ADDRESS:
2509 Giuffrias
Kenner, LA 70062

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

APR 21 1993

S/ MYRA LANDIX

Deputy Clerk

92-0701

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 440-992 DIVISION "A"

FIRST HEIGHTS BANK, FSB (F/K/A CHAMPION SAVINGS ASSOCIATION)

VERSUS

JEFFERY L. MARTIN, III
(A/K/A JEFFERY MARTIN AND JEFFERY LOUIS MARTIN, III)

FILED: _____ _____
DEPUTY CLERK

**MOTION TO APPOINT CURATOR**

On motion of First Heights Bank, FSB (f/k/a Champion Savings Association), through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Jeffery L. Martin, III (a/k/a Jeffery Martin and Jeffery Louis Martin, III), is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Jeffery L. Martin, III (a/k/a Jeffery Martin and Jeffery Louis Martin, III).

IT IS ORDERED BY THE COURT, that Robert D. Kelly attorney at law be and he is hereby appointed curator ad hoc for

Not of appt
ISSUED MAR 02 1993 CODY
DATE
S/ MYRA LANDIX

HP Exhibit 0189 (184)

defendant(s) Jeffery L. Martin, III (a/k/a Jeffery Martin and Jeffery Louis Martin, III), in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 26th day of February 19 93.

CODED ON MINUTES MAR 1 1993

JUDGE

Respectfully submitted,

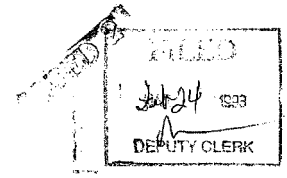
SHAPIRO AND KREISMAN

BY: Stacy Wheat

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.




STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared:

**BEVERLY COGGINS**

who, after being first duly sworn by me, Notary Public, did depose and state that she is the Collections Agent of First Heights Bank, FSB (f/k/a Champion Savings Association), the plaintiff in the above and foregoing matter, that she has read said motion to appoint an attorney to represent absent defendant(s) and that all of the allegations set forth therein are true and correct.

Beverly Coggins
BEVERLY COGGINS

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
10th DAY OF February, 1993.

Stacy C Wheat
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

0 0 4 0 7 0 1 0 3 8

DIV. A
JUDGE
G. THOMAS PORTEBUS, JR.

446-138

ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.

VERSUS

FLOYD PRITCHETT, SR. AND JUANITA D. AUSTIN PRITCHETT

NUMBER: DIVISION:

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

CODED

**PETITION FOR EXECUTORY PROCESS**

The petition of Associates Financial Services of America, Inc., a domestic corporation, authorized to do and doing business in the Parish of Jefferson, State of Louisiana, who represents that:

1.

That Floyd Pritchett, Sr., and Juanita D. Austin Pritchett, defendants herein, is of the legal age of majority and is a resident of and domiciled in the Parish of Jefferson, Louisiana, and are justly and truly indebted unto petitioner, Associates Financial Services of America, Inc., in the full and true sum of SIXTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-FIVE AND 20/100 ($67,175.20) DOLLARS, together with interest thereon at the rate of 14.41% per annum from date of filing the within petition, until paid in full, together with twenty-five (25%) percent of both principal and interest as attorney's fees and for all costs of these proceedings, all for this, to-wit:

2.

Petitioner is the owner and holder for valuable consideration, in due course and before maturity, of one certain real estate mortgage note, described as follows:

> One certain promissory note dated April 19, 1988, made and subscribed by Floyd Pritchett, Sr., and Juanita Doris Pritchett payable to the order of Associates Financial Services of America, Inc., in the principal amount of $69,449.43.

3.

That defendants failed to pay the installments due on said note according to the terms of the note, and the balance of $67,175.20, together with interest, attorney's fees and costs as above described is justly due and payable and unpaid.

4.

That said note is paraphed "Ne Varietur" to identify with an Act of Mortgage passed before a Notary Public in and for the Parish of Jefferson, Louisiana, wherein the said

LAW OFFICES
SEALE, SMITH, ZUBER & BARNETTE
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LOUISIANA 70809
(504) 924-1800

APR 02 1993

file note + mortgage invalid

ISSUED 2 not of appt
DATE APR 02 1993
S/D

HP Exhibit 0189 (185)

LAW OFFICES
SEALE, SMITH, ZUBER & BARNETTE
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LOUISIANA 70809
(504) 924-1800

defendants mortgaged unto petitioner to secure the payment of the said above described indebtedness, the following described property, to-wit:

> THAT PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in PONTE VISTA SUBDIVISION in SQUARE 6, bounded by "A" Street, Manson Street, "B" Street and Giuffrias Street, and according to a plan by E.L. Eustis, C.E., dated January 19, 1946, annexed to an act before H.L. Barnett, N.P., dated February 11, 1946, said portion is designated by the Nos. 39 and 40 which measure each 25 feet front on Manson Street, same in width in the rear, by a depth of 110 feet between equal and parallel lines. Lot No. 40 lies nearer to and commences at a distance of 200 feet from the corner of manson Avenue (Street) and "A" Street; all as more fully shown on plat of survey by F.G. Stewart, Surveyor, dated April 6, 1951, annexed to an act passed before Louis G. Dutel, Jr., N.P., dated May 9, 1951; all as more fully shown on plat of survey by Adloe Orr, Jr. & Associates, dated November 15, 1954.
>
> The improvements thereon bear House No. 216 and 316 Manson Avenue.

all as will be seen by reference to a certified copy of said Act of Mortgage and original note which are attached hereto and made a part hereof.

5.

That in said Act, defendants confessed judgment and also waived the notice of demand for payment and also the three (3) days notice afforded defendants by Article 2639 of the Code of Civil Procedure, and expressly consented to immediate seizure of the above described property in the event of suit on said note.

6.

That said property is located in the Parish of Jefferson, Louisiana.

7.

Under the provisions of LRS 13:4359, petitioner is entitled that 100% of the purchase price at Sheriff's sale shall be paid, in cash, at the moment of adjudication.

8.

Petitioner alleges that the defendant, Floyd Pritchett, Sr., is deceased and that it is therefore necessary that the Court appoint an attorney at law to represent the deceased defendant, Floyd Pritchett, Sr., and upon whom service of process can be made.

9.

Petitioner alleges that the defendant, Juanita D. Austin Pritchett, is an absentee and that it is therefore necessary that the Court appoint an attorney at law to represent the absentee

defendant, Juanita D. Austin Pritchett and upon whom service of process can be made.

WHEREFORE, petitioner prays that Floyd Pritchett, Sr., and Juanita D. Austin Pritchett be served with a copy of this petition and that after all legal delays, except the three (3) days notice being waived by defendants herein in said act of mortgage aforedescribed, a writ of seizure and sale issue herein, commanding the Sheriff of the Parish of Jefferson, State of Louisiana, to immediately seize and after all legal requirements and formalities required by law, sell the aforedescribed property at public auction, WITH APPRAISEMENT, and out of the proceeds of said sale, petitioner be paid the full amount of its claim, SIXTY-SEVEN THOUSAND ONE HUNDRED SEVENTY-FIVE AND 20/100 ($67,175.20) DOLLARS, together with interest, attorney's fees and all costs of these proceedings, by proper preference and priority over all persons whomsoever. Petitioner further prays that an attorney at law be appointed to represent the deceased defendant, Floyd Pritchett, Sr.

Petitioner further prays for all general and equitable relief.

Respectfully submitted,

SEALE, SMITH, ZUBER & BARNETTE
8550 UNITED PLAZA BLVD., STE. 200
BATON ROUGE, LA 70809
(504) 922-4400

BY: _____
CHARLES K. WATTS
Bar Roll No. 13279

LAW OFFICES
SEALE, SMITH, ZUBER & BARNETTE
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LOUISIANA 70809
(504) 924-1600

**SERVICE INFORMATION:**

Floyd Pritchett, Sr.
through his Court
appointed attorney

Juanita D. Austin Pritchett
through her Court
appointed attorney

**PROPERTY ADDRESS:**

316 Manson Avenue
Metairie, LA 70001
Gretna, LA 70056

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ASSOCIATES FINANCIAL SERVICE OF AMERICA, INC.

VERSUS

FLOYD PRITCHETT, SR., AND JUANITA D. AUSTIN PRITCHETT

NUMBER: DIVISION:

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

COURT 2 FILED

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared Charles K. Watts, authorized to make this affidavit on behalf of Associates Financial Services of America, Inc., petitioner named in the above and foregoing petition, who, after being duly sworn, did depose and say:

That Associates Financial Services of America, Inc., is the petitioner in the above and foregoing petition; that he is familiar with the accounts of the aforesaid Associates Financial Services of America, Inc., and more particularly with the account of Floyd Pritchett, Sr., and Juanita D. Austin Pritchett presently past due in their payments and the balance due and owing on this account is $67,175.20.

ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.

BY: CHARLES K. WATTS

SWORN TO AND SUBSCRIBED, before me, this 8th day of March, 1993, in Baton Rouge, Louisiana.

Laurie B. Gelpy
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

LAW OFFICES
SEALS, SMITH, ZUBER & BARNETTE
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LOUISIANA 70809
(504) 924-1600

| | |
|---|---|
| ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC. | NUMBER: DIVISION: |
| VERSUS | 24TH JUDICIAL DISTRICT COURT |
| FLOYD PRITCHETT, SR., AND JUANITA D. AUSTIN PRITCHETT | PARISH OF JEFFERSON<br>STATE OF LOUISIANA |

**ORDER**

Considering the foregoing petition and affidavit:

IT IS ORDERED that executory process issue herein according to the law and that a writ of seizure and sale issue as prayed for and according to law.

Gretna, Louisiana, this 18th day of March, 1993.

JUDGE, 24TH JUDICIAL DISTRICT COURT

ON MINUTES
MAR 22 1993

ON MINUTES
MAR 29 1993

LAW OFFICES
SEALE, SMITH, ZUBER & BARNETTE
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LOUISIANA 70809
(504) 924-1600

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.

VERSUS

FLOYD PRITCHETT, SR., AND JUANITA D. AUSTIN PRITCHETT

NUMBER: DIVISION:

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**ORDER**

IT IS HEREBY ORDERED that Robert L. Cheely, attorney at law be appointed curator ad hoc to represent the deceased defendant, Floyd Pritchett, Sr.

IT IS FURTHER ORDERED that Don C. Gardner, attorney at law be appointed curator ad hoc to represents the absentee defendant, Juanita D. Austin Pritchett.

Gretna, Louisiana, this 24th day of March, 1993

ON MINUTES

MAR 29 1993

JUDGE, CIVIL DISTRICT COURT 24th JDC

LAW OFFICES
SEALE, SMITH, ZUBER & BARNETTE
TWO UNITED PLAZA, SUITE 200
8550 UNITED PLAZA BOULEVARD
BATON ROUGE, LOUISIANA 70809
(504) 924-1600

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 446694

DIV A

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

MORTGAGE PROPERTIES CORPORATION

*Plaintiff*

vs.

NANNETTE RHEINER WIFE OF AND DENNIS E BUSCHBAUM

*Defendant*

L K CLEMENT JR.

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing APRIL 2 1993 ml

3506

HP Exhibit 0189 (186)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 446-694 DIVISION " A " DOCKET NO. ____

MORTGAGE PROPERTIES CORP.

VERSUS

NANNETTE RHEINER, wife of/and DENNIS E. BUSCHBAUM

FILED: _____ _____
DEPUTY CLERK

**PETITION FOR APPOINTMENT OF CURATOR**

The petition of Mortgage Properties Corp. ("MPC"), respectfully represents that:

I.

Despite due and diligent search, the whereabouts of defendants, Nannette Rheiner, wife of/and Dennis E. Buschbaum, are unknown to petitioner; the Sheriff attempting to serve defendants with Notice of Demand was unable to locate them and has so advised petitioner; it is therefore necessary that an attorney at law be appointed by the Court to represent defendants, Nannette Rheiner, wife of/and Dennis E. Buschbaum.

WHEREFORE, Petitioner prays that an attorney at law be appointed to represent the defendants, Nannette Rheiner, wife of/and Dennis E. Buschbaum, in this proceeding, and that said Curator be served with the Notices of Demand and of Seizure issued herein.

Sessions & Fishman
**J. DAVID FORSYTH - Bar No. 5719**
**L. K. CLEMENT, JR. - Bar No. 4195**
210 St. Charles Avenue
Place St. Charles - 36th Floor
New Orleans, Louisiana 70170
Telephone: (504) 582-1500

By: _____
**L. K. CLEMENT, JR.**
**Attorneys for Mortgage Properties Corp.**

ISSUED: MAY 05 1993
DATE: S/ MYRA LANDIX
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
CERTIFIED
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ORDER

The foregoing petition and the premises considered:

**IT IS ORDERED THAT,** Robert G. Cierly, Attorney at Law, is appointed to represent the defendants, Nannette Rheiner, wife of/and Dennis E. Buschbaum, in this proceeding, and that they be served with the Notices of Demand and of Seizure issued herein.

Gretna, Louisiana, this 3rd day of May, 1993.

COPIED

ON MINUTES MAY 5 1993

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 447979

DIV _____

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

THE U.S. SECRETARY OF VETERANS AFFAIRS

*Plaintiff*

vs.

LISA MELTON, divorced w/o TROY A LOONEY, n/w/o & KENNETH M. MCCARTHY & CORA A. GUILLOT , w/o & DONALD ROY COOK, JR.

*Defendant*

ABBEY A. MACK

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing APRIL 27,1993 jff

HP Exhibit 0189 (187)

3509

337

DIV. A CODED

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

JUDGE

STATE OF LOUISIANA THOMAS PORTEOUS, JR.

NO. 447-979 DIVISION

'93 APR 27 AM 11 FILED FOR RECORD DEPUTY CLERK PARISH OF JEFFERSON LA.

THE U. S. SECRETARY OF VETERANS AFFAIRS

VS.

LISA MELTON, divorced wife of TROY A LOONEY
now wife of/and KENNETH M. McCARTHY
and
CORA A. GUILLOT, wife of/and DONALD ROY COOK, JR. CODED

FILED: _____ _____
DEPUTY CLERK

PETITION FOR EXECUTORY PROCESS

The Petition of the U. S. Secretary of Veterans Affairs, formerly known as The Administrator of Veterans Affairs, an officer of the United States of America, whose principal office and post address is: Veterans Administration, Washington, D.C. 20420, and his successors in such office, respectfully represents:

1.

Petitioner is the holder and owner of valuable consideration and before maturity of that certain promissory note, subscribed and executed by Lisa Melton McCarthy and Kenneth M. McCarthy, defendants herein, (the original of which is attached hereto and made a part hereof as Exhibit "P-1"), which said note is dated April 1, 1986, in the original principal sum of Fifty-Two Thousand Five Hundred Dollars ($52,500.00), with principal and interest payable at the rate of Ten (10%) percent per annum from date until paid, and providing that said note shall bear reasonable attorney's fees, actually incurred by holder of said note, which said note is secured and is officially paraphed "NE VARIETUR" to identify it with an Act of Mortgage/Credit Sale, (a certified copy of which is attached hereto and made a part hereof as Exhibit "P-2"), passed before Charles D. Lancaster, Jr., Notary Public, dated April 1, 1986, and recorded in the Parish of Jefferson, State of Louisiana, at Instrument No. 8615792, COB 1448, folio 314, MOB 1475, folio 99 of the mortgage records of

APR 29 1993 file note & mortgage in vault

ISSUED Not of appt
DATE APR 29 1993
S/ MYRA LANDIX CODED
Deputy Clerk

447979

the said Parish. Said note is payable to the order of The Administration Veterans Affairs and is secured by said Act of Mortgage in favor of The Administrator of Veterans Affairs on the following-described property, to-wit:

> THAT CERTAIN LOT OF GROUND, together with all of the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of JEFFERSON, State of Louisiana, in that part thereof known as LIVE OAK MANOR SUBDIVISION, all as per plan of subdivision by Subdivision Planning Engineers, Inc., dated 3/16/59, revised 6/9/59, approved under Ordinance No. 4152, adopted by the Jefferson Parish Council, filed of record under Entry No. 159352 in COB 486, folio 469, and as per Act of Dedication before Harold J. Zeringer, Jr., N.P., dated 9/16/59, filed of record under Entry No. 160982, in COB 488, folio 343, more particularly described as follows, to-wit:
>
> LOT 14, SQUARE 18, is bounded by JOSEPH STREET, LUCILLE STREET, JEFFER DRIVE AND CYNTHIA STREET, and commences at a distance of 440 feet from the intersection of Jeffer Drive and Cynthia Street and measures thence 55 feet front on Cynthia Street same width in the rear, by a depth of 95 feet between equal and parallel lines. All in accordance with a survey by J. J. Krebs & Sons, Inc., C.E., & S., dated 6/2/83 and resurveyed 6/15/83, 8/25/83 to show improvements.
>
> Improvements thereon bear the Municipal No. 42 CYNTHIA STREET, WAGGAMAN, LOUISIANA 70094.

2.

In the above-described Act of Mortgage, the said mortgagors confessed judgment upon said note and mortgage and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash, with or without appraisement, and without the necessity of legal demand for payment or putting in default. The said Act of Mortgage further provides that said mortgagor does not have the right to sell the property to the prejudice of said act and includes the "pact de non alienando." The said act further provides that the mortgagor will pay the reasonable fees of the attorney employed to collect the said note and mortgage, which said fees having been actually incurred by the holder of said note, your plaintiff herein. Said mortgagors have likewise waived all homestead exemptions.

447979

3.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof, shall remain unpaid on the date when such installment is due, that the said note would be in default and the holder of the note and mortgage shall have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing, together with said attorney's fees.

4.

Petitioner avers that the monthly installment due December 1, 1991, nor any installment subsequent due has been paid. The monthly installment is $556.00 and this includes principal, interest, taxes and insurance. The unpaid principal balance is $50,813.83. Interest on the unpaid principal balance accrues at the rate of ten (10%) percent per annum from November 1, 1991, until paid. Late charges accrue at the rate of 4% of the installment amount which is $22.24 per month from December 1, 1991, until paid. Because of said default, the entire principal balance in the sum of $50,813.83, together with interest at the rate of ten (10) percent per annum thereon from November 1, 1991, reasonable attorney's fees and all costs of this proceeding are due, owing and unpaid.

5.

By virtue of an Act of Sale and Assumption passed on March 29, 1989, before George C. Stringer, Jr., Notary Public, a certified copy of which is attached hereto and made a part hereof as Exhibit "P-3", Lisa Melton McCarthy and Kenneth M. McCarthy sold the property hereinabove described to Cora A. Guillot, wife of/and Donald Roy Cook, Jr. Said Act of Sale and Assumption is recorded in Instrument No. 89-13139, COB 2161, folio 182, and MOB 2493, folio 011 of the mortgage records of Jefferson Parish, Louisiana. In said Act of Sale and Assumption, Cora A. Guillot, wife of/and Donald Roy Cook, Jr., assumed all obligations of the original mortgage herein.

447979

6.

Subject instruments, security, lien and indebtedness secured hereby were acquired by Assignments of Note and Mortgage, as evidenced on the reverse of the Note, which are as follow:

a) Assignment from the Administrator of Veterans Affairs to National Mortgage Company dated September 19, 1986, act before Paul H. Cassou, Notary Public. (P-4).

b) Assignment from National Mortgage Company to Standard Federal Savings Bank dated March 31, 1987, act before Diane Holt, Notary Public. (P-5)

c) Assignment from Standard Federal Savings Bank to the Secretary of Veterans Affairs dated March 9, 1992, act before Ruth Bernard, Notary Public. (P-6)

7.

Due to clerical errors contained in the Act of Assignment from National Mortgage Company to Standard Federal Savings Bank, a Ratification and Confirmation of Notarial Endorsement and Assignment of Mortgage Note was executed by the Assistant Vice-President of National Mortgage Company before Phyllis J. Mosby, Notary Public, dated March 24, 1993, the original of which is annexed hereto and made a part hereof as Exhibit P-7.

8.

Petitioner alleges that the defendants herein are not in the military service of the United States of America or any of its allies.

9.

Petitioner alleges amicable demand to no avail.

10.

Petitioner alleges on its best information and belief that defendants, Lisa Melton McCarthy and Kenneth M. McCarthy are absentees, whose last known address is 146 Wyatt Bv., Lincoln, AL 35096. Therefore, it is necessary for the Court to appoint an attorney-at-law to represent the absentee defendants, Lisa Melton McCarthy and Kenneth M. McCarthy.

WHEREFORE, the premises and annexed documents and affidavit considered, Petitioner prays that an order of EXECUTORY PROCESS issue herein; that an attorney-at-law be appointed to represent

absentee defendants, Lisa Melton McCarthy and Kenneth M. McCarthy; that immediately, a Writ of Seizure and Sale issue herein, directing the Sheriff of the Parish of Jefferson to seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above Act of Mortgage, to sell the said property above described according to law, for cash and WITH BENEFIT OF APPRAISEMENT, and to pay and satisfy the claims of your Petitioner in the full sum of FIFTY THOUSAND EIGHT HUNDRED THIRTEEN AND 83/100 DOLLARS ($50,813.83), together with interest thereon at the rate of Ten (10%) percent per annum from November 1, 1991 until finally paid, together with reasonable attorney's fees actually incurred by Petitioner; and all sums advanced for taxes and/or insurance; late charges; property preservation expenses and all costs of this proceeding; and that out of the proceeds of said sale, Petitioner be paid the amount of said claim by preference and priority over all other persons whomsoever.

Petitioner further prays for all general and equitable relief.

ABBEY A. MACK
Paul Morphy, A Law Corporation
P. O. Box 382
Destrehan, Louisiana 70047
Telephone: (504) 525-2100
Bar Roll No. 9621

PLEASE SERVE:

Lisa Melton McCarthy
and Kenneth M. McCarthy
through their court-appointed attorney

- and -

Cora A. Guillot Cook
and Donald Roy Cook, Jr.
42 Cynthia Street
Waggaman, LA 70094

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ORDER

Considering the allegations of the foregoing Petition and exhibits annexed thereto, let Michael F. Escudier, Attorney-at-Law, be appointed to represent the defendants, Lisa Melton McCarthy and Kenneth M. McCarthy; and let an Order of Executory Process issue herein, as prayed for and according to law.

Gretna, Louisiana, this 28th day of April, 1993.

CODEL

JUDGE

ON MINUTES
APR 29 1993

Michael Escudier
6725 St. Claude Ave., Suite 100
Arabi, La 70032

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 448059

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

COLONIAL MORTGAGE CO

*Plaintiff*

vs.

JOE C. ACCARDO, ET UX

*Defendant*

CHARLES H. RYAN

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** APRIL 28,1993 jff

**HP Exhibit 0189 (188)**

3516

STATE OF LOUISIANA * PARISH OF JEFFERSON

TWENTY-FOURTH JUDICIAL DISTRICT COURT

COLONIAL MORTGAGE COMPANY FILED:

VS. NO. 448,059 "A"

JOE C. ACCARDO, ET UX BY:

(DY) CLERK OF COURT

FILED FOR RECORD '93 MAY 25 AM 9 57 DEPUTY CLERK PARISH OF JEFFERSON, LA

CODED 2

MOTION TO APPOINT ATTORNEY
TO REPRESENT ABSENTEES

NOW INTO COURT, through undersigned counsel, comes COLONIAL MORTGAGE COMPANY, Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

1.

The Sheriff has been unable to locate or serve the defendant(s), JULIE SOLITO ACCARDO, in the Parish of Jefferson or in the State of Louisiana and plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant(s) was 1239 Taylor Street, Kenner, Louisiana.

3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s), to receive the notice of seizure on behalf of the absentee defendant(s).

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in the proceedings and that said defendants, JULIE SOLITO ACCARDO, be served with the notice of seizure and all other notices and

ISSUED Not by appt
MAY 28 1993
DATE
S/ MYRA LANDIX
Deputy Clerk

CODED

citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law; plaintiff further reiterates the prayers of the petition filed herein.

Respectfully submitted,

BOLES, BOLES & RYAN
ATTORNEY AT LAW
1805 Tower Drive
P. O. Box 2065
Monroe, LA 71207-2065
(318) 388-4050

BY: _____
Charles H. Ryan
Bar #11557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing petition and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

_____
Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, this 25th day of May, 1993.

_____
Notary Public

ORDER

IT IS ORDERED that _____, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), JULIE SOLITO ACCARDO, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 27th day of May, 1993.

_____
JUDGE, DISTRICT COURT

CODED ON MINUTES MAY 28 1993

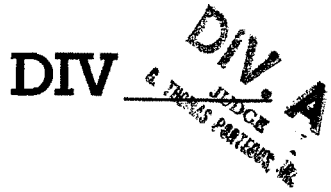
A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

_____
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 449463

DIV

DIV. A
JUDGE
& THOMAS PORTEOUS, JR.



# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NATIONAL MORTGAGE CO

vs.

*Plaintiff*

LEWANNA EDWARDS GOMEZ & DANEIL LOUIS GOMEZ & BRENDA BELL PORTIS

*Defendant*

RADER JACKSON

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JUNE 2,1993 jff

HP Exhibit 0189 (189)

3519

NM-04-04737

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 449-463 DIVISION A

NATIONAL MORTGAGE COMPANY
vs.
LEWANNA EDWARDS GOMEZ and DANIEL LOUIS GOMEZ
and
BRENDA BELL PORTIS

FILED FOR RECORD '93 JUL 28 AM 11 10 DEPUTY CLERK PARISH OF JEFFERSON, LA.

CODED

FILED: _____19____ DEPUTY CLERK_____

MOTION TO APPOINT CURATOR

I.

ON MOTION of the plaintiff herein, who moves the Court for the appointment of a Curator ad Hoc on behalf of the defendant(s), Daniel Louis Gomez, Lewanna Edwards Gomez and Brenda Bell Portis, because from an examination of the record herein and more particularly the return of the Sheriff of the Parish of Jefferson, on the Notice of Seizure to be served on said defendant(s), it appears that the Sheriff has been unable to serve same after a due and diligent search therefor at the last known address in Louisiana. The Sheriff reports that he is unable to serve the defendants because the "house is empty."

II.

Accordingly, Mover shows that the said defendant(s) are absentees from this State, even though same may in fact be found within this State, all according to the definition of Article 5251 (1) Of the Louisiana Code of Civil Procedure, and that plaintiff is entitled to have an Attorney at Law appointed as Curator ad Hoc for the unrepresented and absent defendant(s).

Motion not Opposed
JUL 29 1993
S/ MYRA LANDIX
Deputy Clerk

CODED

NM-04-04737

O R D E R

THE ABOVE and foregoing Motion is GRANTED:

Let Robert G. Creely, Attorney at Law, _____ (Service Address) be appointed Curator ad Hoc for the absent and unrepresented defendants, Daniel Louis Gomez, Lewanna Edwards Gomez, and Brenda Bell Portis.

Gretna, Louisiana, this 28th day of July, 1993.

CODED ON MINUTE JUL 29 1993

Thomas Porter
J U D G E

Respectfully Submitted:

SHUSHAN, JACKSON & McPHERSON
ATTORNEYS FOR PLAINTIFF

BY: _____
RADER JACKSON (atty bar code 7197)
Suite 1500, 1010 Common Street
New Orleans, Louisiana 70112
(504) 581-9444

1) Please serve a copy of this Motion and Notice of Appointment on Curator.

2) Please send a copy of this Motion to the Sheriff, 'Attn: Real Estate Civil Seizures'.

3) Please serve the Sheriff's Notice of Seizure on defendants thru the above appointed Curator.

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 449927

DIV

DIV. A
JUDGE
THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

CHARLES F. CURRY CO (f/k/a CHARLES F. CURRY & CO)

*Plaintiff*

vs.

MARLINE WHELAN SMITH (a/k/a MARLENE WHELAN SMITH) & RICHARD SEILIN

SMITH & FOREST J CARTER, DECEASED

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JUNE 11, 1993 jff

3522

HP Exhibit 0189 (190)

CODED

93-0118

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 449-927 DIVISION

DIV. A JUDGE G. THOMAS PORTEOUS

CHARLES F. CURRY COMPANY
(F/K/A CHARLES F. CURRY AND COMPANY)

VERSUS

MARLINE WHELAN SMITH
(A/K/A MARLENE WHELAN SMITH)

AND

RICHARD SEILIN SMITH

AND

FOREST J. CARTER, DECEASED

FILED FOR RECORD JUN 11 12 51 PM '93 DY. CLERK OF COURT PARISH OF JEFFERSON, LA.

FILED: _____ _____
DEPUTY CLERK

**PETITION FOR EXECUTORY PROCESS WITH BENEFIT OF APPRAISAL**

The petition of Charles F. Curry Company (f/k/a Charles F. Curry and Company), a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of "Bearer", made, subscribed and executed by Marline Whelan Smith (a/k/a Marlene Whelan Smith) and Richard Seilin Smith defendants herein, which said note is dated March 26, 1976, in the original principal sum of Twenty-Eight Thousand Five Hundred and No/100 ($28,500.00) Dollars, with principal and interest payable at the rate of Two Hundred Twenty-Four and 30/100 ($224.30) Dollars per month, commencing on the first day of May, 1976, and bearing Eight and Three-Fourths (8.75%) percent per annum interest from date, and providing that said note shall bear reasonable attorney's fees, which said note is secured and is officially paraphed "Ne Varietur" in conformity with an Act of Mortgage passed before Robert W. Lea, Notary Public, dated March 26, 1976 and which mortgage is recorded in Mortgage Office Book 674, folio 554, Parish of Jefferson, State of Louisiana. Said note is secured by an Act

JUN 24 1993 Deliver note & mortgage in vault MX

449927

Dot of appt
JUN 25 1993
CODED
S/ MYRA LANDIX

of Mortgage in favor of "Charles F. Curry and Company" on the following described property, to-wit:

> THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining situated in the City of Kenner, Parish of Jefferson, State of Louisiana, in that part thereof known as UNIVERSITY CITY SUBDIVISION, SECTION 2, and which portion of ground according to the plan thereof by Rene A. Harris, Inc., Consulting Engineers, entitled "Resubdivision of University City, Section 2", Jefferson Parish, Louisiana, dated March 15, 1963, designated as follows:
>
> LOT EIGHT - A (8-A), SQUARE THIRTY - FOUR (34), bounded by East Louisiana State Drive, East Purdue Place, Ole Miss Drive and East Rice Place, measures sixty-two (62') feet front on East Louisiana State Drive, same width in the rear by a depth of One Hundred Ten (110') feet between equal and parallel lines, and Lot 8-A commences at a distance of 438 feet from the corner of East Louisiana State Drive and East Rice Place. All as more fully shown on survey by Gilbert, Kelly & Couturie, Inc., Surveying & Engineering, dated March 3, 1976, copy of which is annexed to an act before Robert W. Lea, Notary Public, dated March 26, 1976 and made a part thereto.
>
> Improvements thereon bear Municipal No. 3716 East Louisiana State Drive.

II.

Said note is endorsed in blank by Charles F. Curry and Company on the rear of said note and paraphed "Ne Varietur" for identification with an Act of Assignment passed before Geraldine Dietz, Notary Public, dated April 12, 1976, on the face of said note, however, said endorsement was not consummated at the time of the affixing of said paraph and the blank endorsement has been duly cancelled on the rear of said note and the paraph has been duly cancelled on the face of said note. Charles F. Curry and Company has since changed its name to Charles F. Curry Company. Accordingly, Charles F. Curry Company (f/k/a Charles F. Curry and Company), your petitioner herein, is the last holder and owner of said note.

III.

In the above described act of mortgage, the said mortgagors, Marline Whelan Smith (a/k/a Marlene Whelan Smith) and Richard Seilin Smith, confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory

process for cash with or without appraisement, and without the necessity of legal demand for payment, or putting in default. The said act of mortgage further provides that the said mortgagors do not have the right to sell, alienate or encumber the said property to the prejudice of the said act. The said act further provides that the mortgagors will pay the reasonable fees of the attorney at law employed to collect the note and mortgage. Said mortgagors have likewise waived all homestead exemptions.

IV.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees.

V.

The said mortgage further provides that if the monthly payments stipulated in said act of Mortgage are in arrears mortgagor will, at creditor's option, pay to creditor a "late charge" not exceeding four per centum (4%) of any installment which is paid more than fifteen (15) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. The monthly payments are in the sum of $296.80, which allows the creditor to charge a late charge of $11.60 on each installment delinquent in excess of fifteen (15) days.

VI.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on October 1, 1992 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the sum of $21,300.59 together with interest at the rate of Eight and

Three-Fourths (8.75%) percent per annum from September 1, 1992, plus a late charge of $11.60 on each delinquent installment since October 16, 1992, together with any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with reasonable attorney's fees are due, owing and unpaid.

VII.

Petitioner avers that the said Marline Whelan Smith (a/k/a Marlene Whelan Smith) and Richard Seilin Smith did, by a Settlement of Community passed before Michael H. Rasch, Notary Public, dated May 20, 1983, settle the acquets and gains existing between them and the said Marline Whelan Smith (a/k/a Marlene Whelan Smith) did transfer her one-half interest in said property sued upon herein to Richard Seilin Smith. Petitioner further avers that the said Richard Seilin Smith, divorced husband of Marline Whelan Smith (a/k/a Marlene Whelan Smith), did, by an Act of Sale with Assumption of Mortgage passed before Arthemise G. Barrios, Notary Public, dated December 21, 1987, recorded in Conveyance Office Book 1870, Page 0139, Mortgage Office Book 2129, Page 0146, Entry No. 87-62738, Jefferson Parish, Louisiana, grant, bargain, sell and convey said property to Forest J. Carter. That in said Act of Sale with Assumption of Mortgage the said Forest J. Carter did assume and obligate himself to all of the original terms and conditions of the note and mortgage sued upon herein.

VIII.

Petitioner avers that the said Forest J. Carter has died and that no succession proceedings have been opened in order to settle his estate. Accordingly, it is necessary that an attorney at law be appointed by this court to represent and defend this suit on behalf of the said Forest J. Carter, all in accordance with Louisiana Civil Code of Procedure Article 2674 (2).

IX.

Petitioner annexes hereto and makes a part hereof the

following documents (1) The original promissory note in the sum of Twenty-Eight Thousand Five Hundred and No/100 ($28,500.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the Act of Mortgage, marked as Plaintiff's Exhibit "B", (3) Petitioner's affidavit of non-consummation and cancellation of blank endorsement and paraph by Geraldine Dietz, Notary Public, marked as Plaintiff's Exhibit "C", (4) A certified true copy of the Settlement of Community, marked as Plaintiff's Exhibit "D", and (5) A certified true copy of the Act of Sale with Assumption of Mortgage by Richard Seilin Smith, divorced husband of Marline Whelan Smith (a/k/a Marlene Whelan Smith) to Forest J. Carter, marked as Plaintiff's Exhibit "E", and makes all a part hereof as though copied at length herein.

X.

On information and belief petitioner alleges that the defendants, Marline Whelan Smith (a/k/a Marlene Whelan Smith) and Richard Seilin Smith, are not in the active duty of the military service of the United States or any of its allies.

XI.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner prays that this court appoint a curator ad hoc to represent the deceased defendant, Forest J. Carter, in these proceedings, and that a Writ of Executory Process issue herein, that a Writ of Seizure and Sale issue immediately herein, directing the Civil Sheriff for the Parish of Jefferson, State of Louisiana, to seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above described act of mortgage, to sell the said property described above according to law, for cash and **with benefit of appraisal,** to pay and satisfy the claim of your petitioner in the full sum of $21,300.59 Dollars, with interest thereon at the rate of Eight and Three-Fourths (8.75%) percent per annum from September 1, 1992, together with a late charge of $11.60 on each delinquent monthly installment since

October 16, 1992, and any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, and proves according to law, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with reasonable attorney's fees, and all costs of these proceedings, and petitioner prays to be paid the above amounts by preference and priority over all persons whomsoever, and for all other general and equitable relief.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: _____

JANE FALA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Petitioner
3850 N. Causeway Blvd.
Suite 710
Metairie, Louisiana 70002
Telephone No. (504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

93-0118

**ORDER**

CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that Robert H. Creely attorney at law be and is hereby appointed to represent the deceased defendant, Forest J. Carter.

IT IS FURTHER ORDERED that Executory Process issue immediately herein, as prayed for and according to law and that the writ of seizure be served upon all defendants and upon the attorney at law appointed to represent the deceased defendant, Forest J. Carter.

Gretna, Louisiana this 14th day of June 1993

CODED ON MINUTES JUN 17 1993

JUDGE

PLEASE SERVE DEFENDANTS

Marline Whelan Smith (a/k/a Marlene Whelan Smith), divorced wife of Richard Seilin Smith
3716 East Louisiana State Drive
Kenner, Louisiana 70062

AND

Richard Seilin Smith, divorced husband of Marline Whelan Smith
3010 8th Street
Metairie, Louisiana 70002

AND

_____
Attorney at Law appointed to represent Forest J. Carter, Deceased

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 451584

DIV. A

DIV. A JUDGE

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

WACHOVIA MORTGAGE CO

*Plaintiff*

vs.

FELTON CHARLES WARE & THERESA DIVINITY WARE

*Defendant*

GEORGE B, DEAN, JR.

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JULY 19,1993 jff

HP Exhibit 0189 (192)

3530

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH DISTRICT COURT

WACHOVIA MORTGAGE COMPANY

FILED: _____

VS. Suit #451-584 DIV A_

FELTON CHARLES WARE

FILED FOR RECORD '93 AUG 23 AM 10 19 DEPUTY CLERK PARISH OF JEFFERSON, LA.

**MOTION & ORDER TO APPOINT CURATOR**

On Motion of WACHOVIA MORTGAGE COMPANY and on suggesting to the Court that defendants(s) is/are "absentee(s)" defined by Louisiana Code of Civil Procedure article 5251(1) because, without limitation, Plaintiff has been unable to perfect service upon defendants, Felton Charles Ware and Theresa Divinity Ware, despite the diligent efforts to plaintiff and the Sheriff of Jefferson Parish, Louisiana, as reflected by the Sheriff;s return on the service documents, and the whereabouts of said defendant(s) is/are unknown, and/or if dead their heirs are unknown, then therefore, an attorney at law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

IT IS ORDERED that Robert D. L. Cecly attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Gretna, Louisiana, this 24th day of August, 1993.

CODED ON MINUTES AUG 25 1993

JUDGE

STATE OF LOUISIANA

PARISH OF OUACHITA

**BEFORE ME**, a Notary Public, appeared George B. Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

GEORGE B. DEAN, JR.

Sworn to and subscribed before me this 20th day of August, 1993.

Notary Public

Last known address:
**2857 Glenbrook Drive**
Gretna, La. 70056

not a cert

AUG 25 1993

S/ MYRA LANDIX

Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 451772

DIV A

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

MORTGAGE PROPERTIES CORP.

*Plaintiff*

vs.

DONNA KRAUSE, DIVORCED WOFE OF/AND CHARLES J. ROMANO AND LAWRENCE PHILIP HAND

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** JULY 23,1993 lma

3532

HP Exhibit 0189 (193)

CODED - 8

DIV. A

JUDGE THOMAS PORTEOUS, JR.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 451-772 DIVISION " "

MORTGAGE PROPERTIES CORP.

VERSUS

DONNA KRAUSE, DIVORCED WIFE OF/AND CHARLES J. ROMANO
AND
LAWRENCE PHILIP HAND

FILED: _____ _____
DEPUTY CLERK

'93 JUL 23 PM 8 43
FILED FOR RECORD
PARISH OF JEFFERSON, LA.

CODED - 8

**PETITION FOR EXECUTORY PROCESS**

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Mortgage Properties Corp., a corporation organized and existing under the laws of the State of Delaware having its principal place of business at 55 East 52nd St., 6th Floor, Park Avenue Plaza, New York, N.Y. 10055, with respect represents;

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Lawrence Philip Hand who was a resident of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of Delta Savings and Loan Association in the principal sum of $45,000.00 dated September 10, 1981 payable at 2001 Veterans Blvd., Kenner, La. or at such other place as the holder may designate in writing, in fixed monthly installments as set forth in the adjustable rate note and rider commencing on the first day of November, 1981 and payable in full on or before the first day of October, 2011. The said note bears interest at the rate as set forth in the Disclosure Statement annexed to the Mortgage on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Mortgage

AUG 04 1993
file note + mortgage in Vault
MJ

451772

-1-

ISSUED 3 not of demand
not of bond AUG 04 1993
DATE
S/ MYRA LANDIX
Deputy Clerk

CODED

dated September 10, 1981 and passed before James J. Donelon, Notary Public in and for the Parish of Jefferson and two witnesses, and duly recorded in MOB 834, folio 243, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagor did, in the said act, waive all homestead exemptions to which he may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagor agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Delta Savings and Loan Association, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagor bound and obligated himself not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagor confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagor did specially mortgage, affect and hypothecate unto and in favor



451772

of the mortgagee, Delta Savings and Loan Association and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT CERTAIN CONDOMINIUM UNIT, together with all the improvements, servitudes, rights, ways, privileges and appurtenances thereunto belonging or in anywise appertaining, designated as UNIT NO. 102, 1020 St. Julien Drive, Kenner, Louisiana, including an undivided 2.857 (1/35th) percent ownership in the Common Elements and Limited Elements as more fully set forth in that certain Declaration of Condominium Ownership of BEAU CHATEAU CONDOMINIUMS created by act before Malcolm A. Meyer, Notary Public, on November 7, 1979, registered in COB 983, folio 940 and amended on October 9, 1980, by act before same Notary, registered in COB 990, folio 598 in the records of the Parish of Jefferson, State of Louisiana, together with the survey, plat and other instruments and documents annexed thereto and incorporated by reference therein which establishes the Beau Chateau Condominiums, which said condominium unit and the Common Elements and Limited Common Elements related thereto are situated upon Lot A-1 in Chateau Estates North, Section 2, Square 11 and bear Municipal Number 1020 St. Julien Drive, Kenner, La. 70062.

VI.

By Act of Cash Sale and Assumption of Mortgage executed December 30, 1983, before Wallace H. Paletou, Notary Public, the above described property was transferred by Lawrence Philip Hand to Donna Krause, wife of/and Charles J. Romano, which said act is duly recorded in MOB 905, folio 749, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

The reverse of the referenced promissory note reflects an endorsement by Delta Savings and Loan Association to Federal Home



451777

Loan Bank of Dallas placed on said note in conjunction with the custodial assignment of said note by Delta Savings and Loan Association to Federal Home Loan Bank of Dallas as additional security for the advance of funds by Federal Home Loan Bank of Dallas; subsequently, the note was endorsed and returned by Federal Home Loan Bank of Dallas to Delta Savings and Loan Association, F.A.. No Act of Assignment was executed in conjunction with the endorsements inasmuch as the note in question was being pledged/held as security for the advance of funds by Federal Home Loan Bank of Dallas to Delta Savings and Loan Association. Moreover, when a promissory note has been assigned and is reacquired by the assignor, the intervening endorsements not necessary to its title may be cancelled pursuant to the provisions of R. S. 10:3-208.

VIII.

By Act of Notarial Endorsement and Assignment of Mortgage Note dated November 14, 1991, executed before Louise M. Ruess, Notary Public, recorded in MBO 3180, folio 143, the above described mortgage note was transferred and assigned by Resolution Trust Corporation as Receiver for Delta Savings and Loan Association, F.A., f/k/a Delta Savings and Loan Association unto First Boston Mortgage Capital Corp., a certified copy of said assignment is attached hereto and made a part hereof and marked Plaintiff's Exhibit "D".

IX.

By Act of Notarial Endorsement and Assignment of Mortgage Note dated September 18, 1992, executed before Martha Noriega, Notary Public, the above described mortgage note was transferred and assigned by First Boston Mortgage Capital Corp. unto Mortgage Properties Corp., the original of said assignment is attached hereto and made a part hereof and marked Plaintiff's Exhibit "E".

X.

The petitioner herein, Mortgage Properties Corp., has been advised that Lawrence Philip Hand has moved and left no forwarding address. A check of the Haines, Polk and telephone directories failed to reflect the current whereabouts of this defendant. Accordingly, it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendant, Lawrence Philip Hand.

XI.

The assumptors having failed to make the payments required under the terms of the mortgage, are in default under the terms of said mortgage; due notice of default having been given to borrowers, Mortgage Properties Corp., the last holder of the note, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from June 1, 1990 to date.

WHEREFORE,petitioner prays that the Court appoint an attorney to represent the absent defendant, Lawrence Philip Hand and, further, petitioner prays for an order of Executory Process herein; that due notice of demand be served upon the defendants and thereafter, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell without appraisement and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of $42,248.76 with as set forth in the Disclosure Statement annexed to the Mortgage from May 1, 1990 until paid, together with 15% percent attorney's fees

on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEAUX

BY: _____

JAMES C. ARCENEAUX, III
Bar Roll No. 2524
601 Poydras St., Suite 2650
New Orleans, La. 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

FILED
JUL 23 1993
DEPUTY CLERK
COPIED 2

**A F F I D A V I T**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

Attorney for GE Capital Asset Management Corporation, servicing agent for Mortgage Properties Corp. who upon being first duly sworn did depose and say;

That he has reviewed the foreclosure data sheet supplied by GE Capital Asset Management Corporation, servicing agent for Mortgage Properties Corp. and the other documentation supplied in conjunction with Loan No. 0240003368 in the name of Lawrence Philip Hand assumed by Donna Krause, wife of/and Charles J. Romano, and according to said data sheet the current principal balance due and owing is $42,248.76, with interest as set forth in the Disclosure Statement annexed to the Mortgage from May 1, 1990 until paid, which said account is currently due for the months of June, 1990 until date; and moreover that defendants are not in the Armed Forces of the United States.

Affiant further declared that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE ME THIS 22nd DAY OF July, 1993.

Patricia R. Francis
NOTARY PUBLIC

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**ORDER**

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein. It is further ordered that a Notice of Demand for payment be served on defendants herein and thereafter that a Writ of Seizure and Sale issue herein forthwith, as prayed for, according to law, without appraisement.

Let Robert S. Creely, Esq. be appointed as Curator-ad-Hoc to represent the absent defendant, Lawrence Philip Hand.

Gretna, Louisiana
July 29, 1993

JUDGE

CODED ON MINUTES
AUG 2 1993

CODED 2

PLEASE SERVE:

(1) NOTICE OF DEMAND
(2) NOTICE OF SEIZURE AND SALE ON:

Donna Krause Romano
46 Madrid
Kenner, La. 70065

Charles J. Romano
3901 N. I-10 Service Road.
Apt. H-257
Metairie, La. 70002

PLEASE SERVE

NOTICE OF APPOINTMENT
NOTICE OF DEMAND
NOTICE OF SEIZURE AND
COPY OF PETITION ON:

_____, Esq.
Curator-ad-Hoc to represent
the absent defendant
Lawrence Philip Hand

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 452302

DIV


# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

CITY OF KENNER

*Plaintiff*

vs.

THE SUCC OF YVONNE & JOHN RODZEN

*Defendant*

J. CASEY FOS

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 4,1993 jff

3541

HP Exhibit 0189 (194)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.: 452-302 DIVISION "A" DOCKET NO.:

CITY OF KENNER

VERSUS

THE SUCCESSION OF YVONNE AND JOHN RODZEN

FILED: _____ DEPUTY CLERK

JUDGE THOMAS PORTEOUS, JR.

**PETITION FOR PRELIMINARY AND PERMANENT INJUNCTION**

The Petition of the City of Kenner, a Louisiana municipality incorporated under the laws of Louisiana and domiciled in Jefferson Parish with respect represents the following, to-wit:

I.

Upon information and belief, the record owners of Lots 35 and 36, Square 500, Highway Park Subdivision, Kenner, Louisiana, bearing the municipal address 2011 Georgia Avenue, are Yvonne and John Rodzen, now deceased.

II.

A succession proceedings bearing the style Succession of Yvonne and John Rodzen, No. 352-951, Division "H", was filed on or about October 22, 1987. Since this time no further pleadings have been filed and this case has, upon information and belief prescribed for lack of prosecution.

III.

The presumptive heirs of Yvonne and John Rodzen are:

a. John Rodzen, Jr., who upon information and belief is a person of full age and majority domiciled in the Parish of St. Charles, State of Louisiana;

b. Evelyn Gamble, who upon information and belief is a person of full age and majority domiciled in the Parish of St. Charles, State of Louisiana;

c. James Rodzen, who upon information and belief is a person of full age and majority domiciled in the Parish of Jefferson, State of Louisiana, who it is believed occupies intermittently the property made the subject o this suit;

d. Patricia Perkins, who upon information and belief is a person of full age and majority domiciled in the Parish of Jefferson, State of Louisiana, but whose exact whereabouts are unknown; and

AUG 20 1993

S/ MYRA LANDIX

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e. JoAnn Lea, who upon information and belief is a person of full age and majority whose whereabouts are unknown.

IV.

The above-referenced property which upon information and belief is an asset of the Succession of Yvonne and John Rodzen is in violation of the laws and ordinances of the city of Kenner by being in a dangerous state of disrepair and by having tall, uncut grass on the property.

V.

The City of Kenner is entitled to and seeks a preliminary injunction enjoining the Succession of Yvonne and John Rodzen and/or the presumptive legal heirs of Yvonne and John Rodzen from violating the laws and ordinances of the City of Kenner as set forth above. After due delay, the City of Kenner is entitled to and seeks a permanent injunction in the same form and substance as the preliminary injunction.

VI.

Because no further pleadings have been filed in the Succession of Yvonne and John Rodzen for over five (5) years and the whereabouts of the presumptive legal heirs of Yvonne and John Rodzen are unknown it is necessary and proper for this Court to appoint an Attorney-at-Law to represent the absent heirs pursuant to La. C.C.P. art. 3171, et. seq.

**WHEREFORE**, petitioner, the City of Kenner, prays that this Petition be deemed good and sufficient and that this Court appoint an Attorney-at-Law to represent the absent heirs of Yvonne and John Rodzen and that the heirs of Yvonne and John Rodzen through their Court appointed Attorney-at-Law be cited to appear and show cause, if any, they can why the City of Kenner should not be granted the preliminary injunction enjoining the Succession of Yvonne and John Rodzen and/or the heirs of Yvonne and John Rodzen from violating the laws and ordinances of the City of Kenner. The City of Kenner further prays that after all due proceedings are had herein a permanent injunction issue herein in the same substances and form



452302

as the preliminary injunction enjoining the Succession of Yvonne and John Rodzen and/or the heirs of Yvonne and John Rodzen from violating the laws and ordinances of the City of Kenner.

Respectfully submitted,

ANSARDI, MAXWELL & POWER

J. CASEY FOS, Bar #21280
MICHAEL J. POWER, Bar #10691
Concourse Place, Suite 125
1940 I-10 Service Road
Kenner, Louisiana 70065
(504) 466-1331

## VERIFICATION

**BEFORE ME** the undersigned, Notary Public, personally came and appeared:

**KEITH CHIRO,**

who, after being duly sworn did depose and state that he is the Director for Inspections and Code Enforcement for the City of Kenner. He has read the above and foregoing Petition for Preliminary and Permanent Injunction and all of the allegations contained therein are true and correct to the best of his information, knowledge and belief.

KEITH CHIRO

**SWORN TO AND SUBSCRIBED**
**BEFORE ME THIS** 4 **DAY**
**OF** August, **1993.**

NOTARY PUBLIC

## ORDER

In consideration of the above and foregoing verified Petition for Preliminary and Permanent Injunction;



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**IT IS ORDERED** that Robert G. Creely, Attorney-at-Law be appointed to represent the absent heirs of Yvonne and John Rodzen.

**GRETNA, LOUISIANA**, this 5 day of August, 1993.

CODED

ON MINUTES

AUG 10 1993

JUDGE

**PLEASE SERVE**:

John Rodzen, Evelyn Gamble, James Rodzen,
Patricia Perkins and JoAnn Lea
Through their Court Appointed Attorney-at-Law



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 452464

DIV

DIV. A
JUDGE
THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

LEADER FEDERAL BANK FOR SAVINGS

*Plaintiff*

vs.

FRANCISCO J. SALMERON, SR. & SHERYL ANN BUSH, a/k/a

SHERYL ANN BUSH GERRICK

*Defendant*

GEORGE B. DEAN, JR.

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 9,1993 jff

HP Exhibit 0189 (195)

3546

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH DISTRICT COURT

LEADER FEDERAL BANK FOR SAVINGS

FILED: _____

VS. Suit #452-464-DIV A

FRANCISCO J. SALMERON, SR.

FILED FOR RECORD
OCT 4 PM 12 30
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

**MOTION & ORDER TO APPOINT CURATOR**

On Motion of LEADER FEDERAL BANK FOR SAVINGS and on suggesting to the Court that defendants(s) is/are "absentee(s)" defined by Louisiana Code of Civil Procedure article 5251(1) because, without limitation, Plaintiff has been unable to perfect service upon defendants, Francisco J. Salmeron, Sr., despite the diligent efforts to plaintiff and the Sheriff of Jefferson Parish, Louisiana, as reflected by the Sheriff;s return on the service documents, and the whereabouts of said defendant(s) is/are unknown, and/or if dead their heirs are unknown, then therefore, an attorney at law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

IT IS ORDERED that Robert D. Kelly attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Gretna, Louisiana, this 8th day of October, 1993.

JUDGE

CODED ON MINUTES OCT 12 1993

STATE OF LOUISIANA

PARISH OF OUACHITA

**BEFORE ME**, a Notary Public, appeared George B. Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

GEORGE B. DEAN, JR.

Sworn to and subscribed before me
this 30th day of September, 1993.

Lisa Canoy
Notary Public

Last known address:
**5 Creagan Ave**
Gretna, LA 70056

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ISSUED not yet
DATE OCT 13 1993
S/ MYRA LANDIX
Deputy Clerk

CODED

Nº 452466

DIV

DIV. A
JUDGE
R. THOMAS PERTHUIS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

STM MORTGAGE CO

*Plaintiff*

vs.

LINDA M. NICHOLSON, FREDDIE W. DAVIS, JR. & RONALD DUMAS

*Defendant*

GEORGE B. DEAN, JR.

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 9,1993 jff

HP Exhibit 0189 (196)

3548

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH DISTRICT COURT

STM MORTGAGE COMPANY

FILED:_____

VS. Suit #452-466-DIV A

LINDA M. NICHOLSON

CODED

FILED FOR RECORD

4 AM 11:58

DEPUTY CLERK

PARISH OF JEFFERSON, LA.

**MOTION & ORDER TO APPOINT CURATOR**

On Motion of STM MORTGAGE COMPANY and on suggesting to the Court that defendants(s) is/are "absentee(s)" defined by Louisiana Code of Civil Procedure article 5251(1) because, without limitation, Plaintiff has been unable to perfect service upon defendants, Linda M. Nicholson, Freddie W. Davis, Jr and Ronald Dumas, despite the diligent efforts to plaintiff and the Sheriff of Jefferson Parish, Louisiana, as reflected by the Sheriff;s return on the service documents, and the whereabouts of said defendant(s) is/are unknown, and/or if dead their heirs are unknown, then therefore, an attorney at law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

IT IS ORDERED that Robert L. Cuelz attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Gretna, Louisiana, this 8th day of October, 1993.

JUDGE

CODED

ON MINUTES

OCT 12 1993

STATE OF LOUISIANA

PARISH OF OUACHITA

**BEFORE ME**, a Notary Public, appeared George B. Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

CODED

GEORGE B. DEAN, JR.

Sworn to and subscribed before me
this 30th day of September, 1993.

Lisa Canoy
Notary Public

Last known address:
**3804 Chinlapin Street**
Harvey, La.

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

CODED

ISSUED Dept. of appt.

DATE OCT 13 1993

S/ MYRA LANDIX
Deputy Clerk

Nº 452817

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NATIONAL MORTGAGE CO

*Plaintiff*

vs.

VIRGIL CARROLL BLAND & DEBORAH BROOKS BLAND

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** AUGUST 17,1993 jff

**HP Exhibit 0189 (197)**

3550

93-0522

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

FILED FOR RECORD
93 SEP 17 PM 3 22
DEPUTY CLERK
PARISH OF JEFFERSON, LA.
CODED

NO. 452-817 DIVISION "A"

NATIONAL MORTGAGE COMPANY

VERSUS

VIRGIL CARROLL BLAND

AND

DEBORAH BROOKS BLAND

FILED: _____ _____
DEPUTY CLERK

**MOTION TO APPOINT CURATOR**

On motion of National Mortgage Company, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Virgil Carroll Bland and Deborah Brooks Bland, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Virgil Carroll Bland and Deborah Brooks Bland.

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the

SIGNED SEP 23 1993
CODED
S/ MYRA LANDIX
Deputy Clerk

defendant(s), Virgil Carroll Bland and Deborah Brooks Bland, and for all other relief as is just and proper in the premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C. Wheat

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 452-817 DIVISION "A"

NATIONAL MORTGAGE COMPANY

VERSUS

VIRGIL CARROLL BLAND

AND

DEBORAH BROOKS BLAND

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert D. Creely attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Virgil Carroll Bland and Deborah Brooks Bland, in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 21st day of September, 19 93.

CODED ON MINUTES SEP 23 1993

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 453498

DIV


# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FIRST NATIONAL BANK OF CHICAGO NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR AMERICAN HOUSING TRUST I

*Plaintiff*

vs.

VICTOR CASTRO, JR., LANITA FRANCINE CASTRO (a/k/a LANITA FRANCINE HARRIS CASTRO) & JOSEPH MERVYB SIMON & INGRID MARSHALL SIMON

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing SEPTEMBER 1,1993 jff

HP Exhibit 0189 (198)

3554

DIV. A 93-0273

JUDGE G THOMAS [illegible] JR.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 453-498 DIVISION

CODED

FILED RECORD '93 SEP 3 19 PARISH OF JEFFERSON, LA.

FIRST NATIONAL BANK OF CHICAGO NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE FOR AMERICAN HOUSING TRUST I

VERSUS

VICTOR CASTRO, JR.

AND

LANITA FRANCINE CASTRO
(A/K/A LANITA FRANCINE HARRIS CASTRO)

AND

JOSEPH MERVYN SIMON

AND

INGRID MARSHALL SIMON

FILED: _____ _____
DEPUTY CLERK

SEP 08 1993 file note & mortgage in vault

**PETITION FOR EXECUTORY PROCESS WITH BENEFIT OF APPRAISAL**

The petition of the First National Bank of Chicago not in its individual capacity but solely as Trustee for American Housing Trust I, a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of the "Administrator of Veterans Affairs", made, subscribed and executed by, Victor Castro, Jr. and Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), defendants herein, which said note is dated April 14, 1988 in the original principal sum of Thirty-Two Thousand Five Hundred and No/100 ($32,500.00) Dollars with principal and interest payable at the rate of Three Hundred and Two and No/100 ($302.00) Dollars per month, commencing on the first day of May, 1988 and bearing Nine and One-Half (9.500%) percent per annum interest from date, and providing that

ISSUED Not a appt
DATE SEP 08 1993
S/ MYRA LANDIX

CODED 453498

said note shall bear reasonable attorney's fees of all sums due under said note, which said note is secured and is officially paraphed "Ne Varietur" for identification with an Act of Mortgage passed before Ellen Mullins, Notary Public, dated April 14, 1988 and which mortgage is recorded in Mortgage Office Book 2211, folio 1, Instrument Number 8816266, Parish of Jefferson, State of Louisiana. Said note is secured by an Act of Mortgage in favor of the "Administrator of Veterans' Affairs", on the following described property, to-wit:

> ONE CERTAIN LOT OF GROUND, together with all the building and improvements thereon, and all the rights, ways, privileges, servitudes, and appurtenances thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in Section 7, Township 14 S., R. 23 E., located in ESTELLE HEIGHTS SUBDIVISION EXTENSION NO. 2, according to a plan of Subdivision of WM. Maier, Civil Engineer, dated September 30, 1967, revised October 23, 1967, approved by the Jefferson Parish Council on November 30, 1967, under Ordinance No. 8564, a print of which is attached to Entry No. 413-169 and is on file in the office of the Clerk of Court for the Parish of Jefferson in Plan Book 60, as Plan 25, the said lot is designated and measures as follows:
>
> Lot 13, Square 15, which said Square is bounded by Jimmy Dean Drive, Ames Boulevard, Russell Drive and Yvonne Drive and measures 65.52 feet front on Jimmy Dean Drive, a width in the rear of 84.05 feet, a depth of 101.70 feet on the side line adjoining Lot No. 12 and a depth of 100 feet on the opposite side line. All according to survey by Sterling Mandle, Land Surveyor, dated June 17, 1976.
>
> Improvements thereon bear the Municipal No. 2733 Jimmy Dean Drive, Marrero, Louisiana 70072.

II.

Said note is endorsed "Without recourse, Pay to the Order of the First National Bank of Chicago as Trustee for American Housing Trust 1, Paul Griener Loan Guaranty Officer, on behalf of the Administrator of Veterans Affairs, pursuant to the authority granted under 38 CFR 36.4342", which, together with an Assignment of Mortgage passed before Paul H. Cassou, Notary Public, dated June 29, 1988, transferred said note from the Administrator of Veterans Affairs to the First National Bank of Chicago as Trustee for American Housing Trust 1. Accordingly, the First National Bank of Chicago not in its individual capacity but solely as Trustee for American Housing Trust I, your petitioner herein, is the last holder and owner of said note.

III.

In the above described act of mortgage, the said mortgagors,

Victor Castro, Jr. and Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash without appraisement, and without the necessity of legal demand for payment, or putting in default. The said act of mortgage further provides that said mortgagors do not have the right to sell, alienate or encumber the said property to the prejudice of the said act. The said act further provides that the mortgagors will pay the fees of the attorney employed to collect the said note and mortgage, which said fees are fixed at a reasonable amount of the amount sued upon. Said mortgagors have likewise waived all homestead exemptions.

IV.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees.

V.

The said mortgage further provides that if the monthly payments stipulated in said act of Mortgage are in arrears "Borrower shall pay to Lender a late charge of four (4%) percent of any monthly installment as provided in the Note not received by Lender within fifteen (15) days after such installment is due". The current monthly payments are in the sum of $351.50, which allows the lender to charge a late charge of $14.06 on each installment delinquent in excess of fifteen (15) days.

VI.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on September 1, 1992 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the

sum of $31,246.13 together with interest at the rate of Nine and One-Half (9.500%) percent per annum from August 1, 1992, together with a late charge of $14.06 on each delinquent installment since September 16, 1992, together with any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with reasonable attorney's fees of all sums due under said note and mortgage is now due, owing and unpaid.

VII.

Petitioner avers that the said Victor Castro, Jr. and Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), represented by their duly authorized agent and attorney in fact, Thelma Miller, did, by an Act of Sale and Assumption of Mortgage passed before H. Edward Ellzey, Notary Public, dated December 11, 1989, recorded in Conveyance Office Book 2281, Page 0310, Mortgage Office Book 2639, Page 0505, Jefferson Parish, Louisiana, grant, bargain, sell and convey said property to Joseph Mervyn Simon and Ingrid Marshall Simon. That in said Act of Sale and Assumption of Mortgage the said Joseph Mervyn Simon and Ingrid Marshall Simon, being represented by their duly authorized agent and attorney in fact, Richard P. Berry, did assume and obligate themselves to all of the original terms and conditions of the note and mortgage sued upon herein.

VIII.

Petitioner annexes hereto and makes a part hereof the following documents (1) The original promissory note in the sum of Thirty-Two Thousand Five Hundred and No/100 ($32,500.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the Act of Mortgage, marked as Plaintiff's Exhibit "B", (3) A certified true copy of the Assignment of Mortgage by the Administrator of Veterans Affairs to the First National Bank of Chicago as Trustee for American Housing Trust 1, marked as Plaintiff's Exhibit "C", and (4) A certified true copy of the Sale and Assumption by Victor Castro, Jr. and Lanita Francine Castro (a/k/a Lanita Francine Harris Castro) to Joseph Mervyn Simon and Ingrid Marshall Simon,

including Powers of Attorney by Victor Castro, Jr. and Lanita Francine Castro (a/k/a Lanita Francine Harris Castro) to Thelma Miller and by Joseph Mervyn Simon and Ingrid Marshall Simon to Richard P. Berry, marked as Plaintiff's Exhibit "D", and makes all a part hereof as though copied at length herein.

IX.

On information and belief petitioner alleges that the defendants, Victor Castro, Jr., Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), Joseph Mervyn Simon and Ingrid Marshall Simon, are not in the active duty of the military service of the United States of any of its allies. Petitioner further alleges that the defendants, Victor Castro, Jr. and Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), are currently residing at 8000 Waters Avenue, #159, Savannah, Georgia 31406 and accordingly are absentee defendants and further that the defendants, Joseph Mervyn Simon and Ingrid Marshall Simon, are currently residing at 21418 Bloomfield #62, Lakewood, California 90715 and accordingly are absentee defendants. Petitioner alleges that it is entitled to the appointment of an attorney to represent defendants, Victor Castro, Jr., Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), Joseph Mervyn Simon and Ingrid Marshall Simon, all in accordance with Civil Code of Procedure Article 2674.

XI.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner prays that this court appoint a curator ad hoc to represent the absentee defendants in these proceedings, and that a Writ of Executory Process issue herein, that a Writ of Seizure and Sale issue herein, directing the Civil Sheriff for the Parish of Jefferson, State of Louisiana, to seize, and after due advertisement, delays, requisites and formalities, save those expressly waived in the above described act of mortgage, to sell the said property described above according to the law, for cash and **with benefit of appraisal,** to pay and satisfy the claim of your petitioner in the full sum of $31,246.13 Dollars, with interest

thereon at the rate of Nine and One-Half (9.500%) percent per annum from August 1, 1992, together with a late charge of $14.06 on each delinquent monthly installment since September 16, 1992, and any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, and proves according to law, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with reasonable attorney's fees of all sums due, owing and unpaid, and all costs of these proceedings, and petitioner prays to be paid the above amount by preference and priority over all persons whomsoever, and for all other general and equitable relief.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: _____
JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Petitioner
3850 N. Causeway Blvd.
Suite 710
Metairie, Louisiana 70002
Telephone No. (504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ORDER

CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that Robert G. Creely attorney at law be and is hereby appointed to represent the absentee defendants, Victor Castro, Jr., Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), Joseph Mervyn Simon and Ingrid Marshall Simon, herein.

IT IS FURTHER ORDERED that Executory Process issue immediately herein, as prayed for and according to law and that the writ of seizure be served upon said attorney at law appointed to represent the absentee defendants Victor Castro, Jr., Lanita Francine Castro (a/k/a Lanita Francine Harris Castro), Joseph Mervyn Simon and Ingrid Marshall Simon.

Gretna, Louisiana, this 2nd day of September, 1993

JUDGE

CODED

ON MINUTES

SEP 7 1993

PLEASE SERVE

Robert G. Creely
Attorney at Law to represent
Victor Castro, Jr., Lanita
Francine Castro (a/k/a Lanita
Francine Harris Castro), Joseph
Mervyn Simon and Ingrid Marshall
Simon

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 453829

DIV

DIV. A
JUDGE
THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

STANDARD MORTGAGE CORP.

*Plaintiff*

vs.

SANDRA BETHAY, w/o & EDWARD J. TOURELLE, JR. & LINDA PEREZ, w/o &

ERNEST JOSEPH BABIN, JR.

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing SEPTEMBER 9,1993 jff

HP Exhibit 0189 (199)

3562

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 453-829 DIVISION " "

STANDARD MORTGAGE CORPORATION

VERSUS

SANDRA BETHAY, WIFE OF/AND EDWARD J. TOURELLE, JR.
AND
LINDA PEREZ, WIFE OF/AND ERNEST JOSEPH BABIN, JR.

FILED:_____ _____
DEPUTY CLERK

DIV. A
JUDGE
L. THOMAS PORTEOUS, JR.
FILED FOR RECORD
Coded 11

**PETITION FOR EXECUTORY PROCESS**

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana corporation whose principal place of business is 300 Plaza, One Shell Square, New Orleans, Louisiana 70139, with respect represents,

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Linda Perez Babin, wife of/and Ernest Joseph Babin, Jr. who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of Standard Mortgage Corporation in the principal sum of $63,550.00 dated February 20, 1987 payable at Standard Mortgage Corporation, 300 Plaza, One Shell Square, New Orleans, La. 70139 or at such other place as the holder may designate in writing, in fixed monthly installments of $466.31 commencing on the first day of April, 1987 and payable in full on or before the first day of March, 2017. The said note bears interest at the rate of 8% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an Act of Credit Sale and Vendor's Lien dated February 20, 1987 and passed before Patricia

SEP 21 1993
file note + mortgage in Vault
ng

453829



CODED
ISSUED Not of appt
DATE SEP 21 1993
S/ MYRA LANDIX
Deputy Clerk

B. Arnona, Notary Public in and for the Parish of Jefferson and two witnesses, and duly recorded in MOB 1842, folio 284, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in favor of the mortgagee, Standard Mortgage Corporation and any and all

other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT PORTION OF GROUND, together with all the buildings and improvements thereon and all the rights, ways, privileges, servitudes, advantages and appurtenances thereunto belonging, or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in Township 14 South, Ranges 23 and 24 East, Southeast Land District of Louisiana, West of the Mississippi River, known as Harvey Canal Property, Jefferson Parish, Louisiana, designated as Parcel P-6, as per plan by J. J. Krebs & Sons, Inc., C.E., dated May 15, 1973, revised September 26, 1973, April 11, 1974, May 5, 1975, December 29, 1975, October 19, 1976, March 27, 1978, July 24, 1978 and December 5, 1979, which said portion has been resubdivided into WOODMERE SUBDIVISION SECTION 8, all as per plan of resubdivision by J. J. Krebs & Sons, Inc., C.E., dated October 15, 1979, approved by the Jefferson Parish Council by Ordinance No. 14246, on March 12, 1980, registered in COB 979, folio 380, and as per Act of Dedication before Odom B. Heebe, N.P., dated June 2, 1980, registered in COB 982, folio 845; same being designated as follows:
>
> LOT 2226, SQUARE H-1, which said square is bounded by Deerglen Drive, Whippletree Drive, Glenmere Drive and Deercross Place, and said Lot 2226 commences at a distance of 529.04 feet from the intersection of Deerglen Drive and Whippletree Drive and measures thence 60 feet front on Deerglen Drive, same in width in the rear, by a depth of 100 feet between equal and parallel lines, all as per survey made by J. J. Krebs & Sons, Inc., C.E. & S., dated June 5, 1981, resurveyed July 14, 1981 to show improvements designated as 4037 Deerglen Drive. All as more fully shown on survey by Sterling E. Mandle, Land Surveyor, dated December 14, 1984, except the said Lot 2226 commences at a distance of 184.97 feet from the corner of Deerglen Drive and Deercross Place.
>
> All in accordance with a survey by Mandle Surveyors, dated 1-27-87, to show improvements.
>
> Improvements thereon bear the municipal number 4037 Deerglen Drive, Harvey, La. 70058.

VI.

By Act of Cash Sale and Assumption of Mortgage executed September 22, 1989, before Deryle A. Bourgeois, Notary Public, the above described property was transferred by Linda Perez, wife of/and Ernest Joseph Babin, Jr. to Sandra Bethay, wife of/and Edward J. Tourelle, Jr., which said act is duly recorded in MOB

2605, folio 459, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

The petitioner herein, Standard Mortgage Corporation, has been advised that the defendants, Linda Perez, wife of/and Ernest Joseph Babin, Jr. have left the state and are believed to be living and residing at 19231 Cypress River, Katy, Texas 77449 and it will therefore be necessary for this Honorable Court to appoint an attorney to represent the absent defendants, Linda Perez, wife of/and Ernest Joseph Babin, Jr..

VIII.

The assumptors having failed to make the payments required under the terms of the mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation, as the last holder of the note, after having given due notice herein, has exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from April 1, 1993 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent defendants, Linda Perez, wife of/and Ernest Joseph Babin, Jr. and, further, petitioner prays for an order of Executory Process herein; and, further, that a writ of seizure and sale issue herein directing the Sheriff for



453829

the Parish of Jefferson, State of Louisiana, to seize and sell with appraisement and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of $59,625.74 with 8% percent interest thereon from March 1, 1993 until paid, together with reasonable attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEAUX

BY: James C. Arceneaux III

JAMES C. ARCENEAUX, III
Bar Roll No. 2524
601 Poydras St., Suite 2650
New Orleans, La. 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Coded 17

# AFFIDAVIT

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

Attorney for Standard Mortgage Corporation who upon being first duly sworn did depose and say;

That he has reviewed the foreclosure data sheet supplied by Standard Mortgage Corporation and the other documentation supplied in conjunction with Loan No. 046018 (425) in the name of Linda Perez, wife of/and Ernest Joseph Babin, Jr. assumed by Sandra Bethay, wife of/and Edward J. Tourelle, Jr., and according to said data sheet the current principal balance due and owing is $59,625.74, with interest at the rate of 8% from March 1, 1993 until paid, which said account is currently due for the months of April, 1993 until date; and moreover that defendants are not in the Armed Services of the United States.

Affiant further declared that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE ME THIS 8th DAY OF September, 1993.

Patricia R. Francis
NOTARY PUBLIC

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ORDER

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, with appraisement.

Let Robert L. Creely, Esq. be appointed as Curator-ad-Hoc to represent the absent defendants, Linda Perez, wife of/and Ernest Joseph Babin, Jr..

Gretna, Louisiana
Sept. 15, 1993

JUDGE

CODED ON MINUTES
SEP 17 1993

PLEASE SERVE

NOTICE OF SEIZURE AND SALE ON:
(NOTICE OF DEMAND WAIVED)

Sandra Bethay, wife of/and
Edward J. Tourelle, Jr.
4037 Deerglen Dr.
Harvey, La. 70058

PLEASE SERVE COPY OF PETITION,
NOTICE OF APPOINTMENT AND
NOTICE OF SEIZURE AND SALE ON:
(NOTICE OF DEMAND WAIVED)

_____, Esq.
Curator-ad-Hoc to represent
the absent defendants
Linda Perez, wife of/and
Ernest Joseph Babin, Jr.
19231 Cypress River
Katy, Texas 77449

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 454538

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

THE FEDERAL HOME LOAN MORTGAGE CORP

vs. *Plaintiff*

THE ESTATE OF ZODES D. WOOLEY, THE ESTATE OF MYRLLINE HERRING WOOLEY, THE ESTATE OF JUNIUS P. MATHERNE & THE ESTATE OF ZENOBIA WOOLEY MATHERNE

*Defendant*

LAWRENCE ROE DODD

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing SEPTEMBER 27,1993 jff

HP Exhibit 0189 (200)

**24TH JUDICIAL DISTRICT COURT**

**PARISH OF JEFFERSON**

**STATE OF LOUISIANA**

**NO.** **DIVISION:**

**THE FEDERAL HOME LOAN MORTGAGE CORPORATION**

**VERSUS**

**THE ESTATE OF ZODES D. WOOLEY, THE ESTATE OF MYRLLINE HERRING WOOLEY, THE ESTATE OF JUNIUS P. MATHERNE AND THE ESTATE OF ZENOBIA WOOLEY MATHERNE**

**FILED:**_____ **DEPUTY CLERK:**_____

**********

**MOTION FOR CURATOR FOR UNREPRESENTED DEFENDANT IN EXECUTORY PROCEEDINGS**

On motion of Lawrence Roe Dodd, attorney for the plaintiff, and on showing to the court that:

1.

The plaintiff is informed and believes and, therefore, alleges that **THE ESTATE OF ZODES D. WOOLEY, THE ESTATE OF MYRLLINE HERRING WOOLEY, THE ESTATE OF JUNIUS P. MATHERNE AND THE ESTATE OF ZENOBIA WOOLEY MATHERNE**, defendant(s) herein, is an absentee, being absent and not represented in this state, or, is dead, no succession representative has been appointed and the deceased debtor's heirs and legatees have not been sent into possession, all as set out in La. C.C.P. art. 2674, as amended.

2.

That either the defendant debtor named above cannot be found and served, although due and diligent effort has been made by the sheriff; or, alternatively, the debtor(s) are known by the plaintiff herein to be absentees; or deceased, and such effort on the part of the sheriff would be useless.

3.

Therefore, whether or not the debtor(s) may still reside within the state, or should in truth and fact be deceased, an attorney at law should be appointed to represent them under the

provisions of La. C.C.P. art. 5091 and art. 2674, as both have been amended, upon whom service of process or service of the notice of seizure herein may be made.

4.

The plaintiff has not been able to determine whether or not either debtor, if alive, is in the military service.

5.

Therefore, the attorney at law appointed to represent the debtor should also be appointed to represent him under the provisions of the Soldiers and Sailors Relief Act, as amended.

**WHEREFORE**, plaintiff respectfully prays that this Court appoint an attorney at law to represent the defendant(s) under the provisions of La. C.C.P. art. 5091 and art. 2674, as both have been amended, and under the provisions of the federal Soldiers and Sailors Relief Act, as amended; that said attorney be served with ANY NECESSARY DOCUMENTS IN THE ABOVE REFERENCED MATTER; and that, after due proceedings have been had, there be seizure and sale of the subject property herein, all as earlier prayed for.

Respectfully submitted by
**Attorneys for plaintiff**
**DODD & CHATELAIN**

**BY:** _____
**LAWRENCE ROE DODD**
**8801 Bluebonnet Boulevard**
**Baton Rouge, Louisiana 70810**
**Telephone (504) 769-2900**

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**24TH JUDICIAL DISTRICT COURT**

**PARISH OF JEFFERSON**

**STATE OF LOUISIANA**

**NO:** **DIVISION:**

**THE FEDERAL HOME LOAN MORTGAGE CORPORATION**

**VERSUS**

**THE ESTATE OF ZODES D. WOOLEY, THE ESTATE OF MYRLLINE HERRING WOOLEY, THE ESTATE OF JUNIUS P. MATHERNE AND THE ESTATE OF ZENOBIA WOOLEY MATHERNE**

**********

VERIFICATION

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**BEFORE ME**, a Notary Public, personally came and appeared: Lawrence Roe Dodd, who, being first duly sworn, did depose and say that he is the attorney for the plaintiff herein; that he has read the above and foregoing motion, and that all of the facts stated therein are true and correct to the best of his knowledge, information and belief.

LAWRENCE ROE DODD

**SWORN TO AND SUBSCRIBED** before me, Notary, this 22nd day of September, 1993 at Baton Rouge, Louisiana.

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**24TH JUDICIAL DISTRICT COURT**

**PARISH OF JEFFERSON**

**STATE OF LOUISIANA**

**NO:** **DIVISION:**

**THE FEDERAL HOME LOAN MORTGAGE CORPORATION**

**VERSUS**

**THE ESTATE OF ZODES D. WOOLEY, THE ESTATE OF MYRLLINE HERRING WOOLEY, THE ESTATE OF JUNIUS P. MATHERNE AND THE ESTATE OF ZENOBIA WOOLEY MATHERNE**

**********

**ORDER**

The foregoing motion, the law and the evidence considered:

**IT IS ORDERED** that Robert Reely attorney at law, admitted to practice before this Court be and he is hereby appointed to represent the defendant(s) herein, **THE ESTATE OF ZODES D. WOOLEY, THE ESTATE OF MYRLLINE HERRING WOOLEY, THE ESTATE OF JUNIUS P. MATHERNE AND THE ESTATE OF ZENOBIA WOOLEY MATHERNE**, under the provisions La. C.C.P. art. 5091 and art. 2674, as amended, and under the provisions of the Soldiers and Sailors Relief Act, as amended, and let the said attorney be served with ANY NECESSARY DOCUMENTS IN THE ABOVE REFERENCED MATTER.

**GRETNA**, Louisiana, this 28th day of September, 1993.

CODED ON MINUTES SEP 29 1993

**JUDGE 24TH JUDICIAL DISTRICT COURT**

**LAST KNOWN ADDRESS OF ABSENTEE(S):**
**701 N. ATLANTA, METAIRIE, LA. 70003**

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

454538

№ 455809

DIV DIV. A JUDGE E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SUCC OF HARRY J. ROME

vs.

*Plaintiff*

*Defendant*

ELBERT N. BYRNES

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing OCTOBER 28,1993 jff

HP Exhibit 0189 (201)

3575

TWENTY-FOURTH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 455-809 DIVISION " A " DOCKET #

SUCCESSION

OF

HARRY J. ROME

FILED: _____ _____ DEPUTY CLERK

FILED FOR RECORD '93 DEC 29 AM 10 17 DEPUTY CLERK PARISH OF JEFFERSON, LA. CODED 2

MOTION FOR APPOINTMENT OF CURATOR

ON MOTION of ROLAND J. ROME and JERRY W. ROME, Co-testamentary Executors of the abovementioned succession and on suggesting to the Court that on December 10, 1993, a petition was filed for possession and that in said petition BERCHMAN L. ROME was cited to appear and that the said BERCHMAN L. ROME has since moved from his address at 1125 Clearview Parkway, Apartment B, Metairie, Louisiana 70001 and that his whereabouts are unknown and that an attorney at law should be appointed as Curator Ad Hoc representing the said absent BERCHMAN L. ROME and that the proceedings should be conducted contradictorily with him.

CONSIDERING THE FOREGOING:

IT IS ORDERED that Robert D. Kierly, address _____, Attorney at Law be appointed Curator Ad Hoc to represent the said BERCHMAN L. ROME, defendant in the above entitled matter and that the proceedings should be conducted contradictorily against said Curator Ad Hoc.

Gretna, Louisiana, this 5th day of ~~December~~ January, 1994.

JUDGE

MINUTES JAN 5 1994 CODED

RESPECTFULLY SUBMITTED:

ELBERT N. BYRNES and
JOHN B. HATTIER

BY: _____
JOHN B. HATTIER, Bar No. 6652
326 S. Broad Street
New Orleans, LA 70119
Phone: 504-821-4343

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 455985

DIV

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

LEADER FEDERAL BANK FOR SAVINGS

*Plaintiff*

vs.

ELIZABETH PETITT, w/o & JAMES W. FEATHERSTON

*Defendant*

WILLIAM L. DOWNING

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** NOVEMBER 2,1993 jff

3577

HP Exhibit 0189 (202)

LEADER FEDERAL BANK FOR SAVINGS

VS.

ELIZABETH PETITT WIFE OF/AND
JAMES W. FEATHERSTON

DOCKET NO. 455,985 DIV A

24TH JUDICIAL DIST. COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FILED FOR RECORD
94 JAN 11 PM 12 22
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel, comes plaintiff herein, who respectfully represents:

1.

The Sheriff of Jefferson Parish, Louisiana, has advised counsel for plaintiff that the defendant James W. Featherston is out of the country. It is uncertain as to whether the defendant is merely temporarily out of the country or permanently residing out of the country.

2.

Plaintiff has requested that the Sheriff serve James W. Featherston domiciliary through his wife, Elizabeth Petitt Featherston. However, in an abundance of caution, plaintiff desires that an attorney ad hoc be appointed to represent him as well.

WHEREFORE, plaintiff prays that an attorney ad hoc be appointed to represent the defendant James W. Featherston herein; that the said defendant be served with a copy of this petition and the notice of seizure, and that all further proceedings be carried on contradictorily against said attorney ad hoc.

By Attorneys,

WILLIAM L. DOWNING
LA BAR CODE #14233
WILLIAM L. DOWNING & ASSOC.
P.O. Box 45212, Dept. 398
Baton Rouge, LA 70895
(504) 291-0055

ISSUED Not of Court
DATE JAN 21 1994
S/ MYRA LANDIX
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

CODE

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared WILLIAM L. DOWNING, who, being by me first duly sworn, did depose and say that:

He is the attorney for the petitioner in the above petition; he has read the same; all of the allegations contained therein are true and correct, to the best of his information, knowledge and belief.

WILLIAM L. DOWNING

Sworn to and subscribed before me this 5th day of January, 1994.

LORI J. MANNING
NOTARY PUBLIC

ORDER

Let Robert L. Cicely, attorney at law, be and he is hereby appointed as attorney ad hoc to represent the defendant James W. Featherston and let all further proceedings herein insofar as the said James W. Featherston is concerned be carried on contradictorily against the said attorney ad hoc and his fee and expenses be taxed as costs.

READ, RENDERED AND SIGNED at Gretna, Louisiana, this 12th day of January, 1994.

CODEFON MINUTES
JAN 14 1994

JUDGE

LAST KNOWN ADDRESS OF
ABSENTEE DEFENDANT:
2005 Portola Via
Harvey, LA 70058

Property address:
2005 Portola Via
Harvey, LA 70058

***NOTE TO CURATOR***

We believe that Mr. Featherston is only temporarily out of the country and we have asked that he be served domiciliary through his wife at the property address as well as through you. You may possibly obtain further information from Mrs. Featherston who was served personally at the property address. According to the 1991-92 phone book, their phone number is 504/366-3097.

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT

Nº 456087

DIV. A

DIV. JUDGE THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

STANDARD MORTGAGE CORP.

vs. *Plaintiff*

LORIA ADAMS MILES, (A/k/a LORIA ADAMS, DIVORCED w/o LAWRENCE MILES, JR., )

& HOA THI NGUYEN, w/o & THAT NGUYEN & DEBRA DUNAGAN, w/o & BUDDY L. UNDERWOOD, JR.

*Defendant*

JAMES C. ARCENEAUX, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing NOVEMBER 4,1993 jff

HP Exhibit 0189 (203)

3580

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

CODED

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO: 456-087

DIVISION "

STANDARD MORTGAGE CORPORATION

VERSUS

LORIA ADAMS MILES (A/K/A LORIA ADAMS, DIVORCED WIFE OF LAWRENCE MILES, JR.)
AND
HOA THI NGUYEN, WIFE OF/AND THAT NGUYEN
AND
DEBRA DUNAGAN, WIFE OF/AND BUDDY L. UNDERWOOD, JR.

FILED FOR RECORD
93 NOV 4 PM 1 47
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

CODED

FILED: _____ _____
DEPUTY CLERK

**PETITION FOR EXECUTORY PROCESS**

TO THE HONORABLE, THE JUDGES OF THE 24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON, STATE OF LOUISIANA

The petition of Standard Mortgage Corporation, a Louisiana corporation whose principal place of business is 300 Plaza, One Shell Square, New Orleans, Louisiana 70139, with respect represents,

I.

Petitioner is the holder and owner, for valuable consideration before maturity, of a promissory note executed by Debra Dungan Underwood, wife of/and Buddy L. Underwood, Jr. who were residents of and domiciled in the Parish of Jefferson, State of Louisiana, payable to the order of BEARER in the principal sum of $63,350.00 dated February 25, 1986 payable at Standard Mortgage Corporation, New Orleans, La. or at such other place as the holder may designate in writing, in fixed monthly installments of $555.94 commencing on the first day of April, 1986 and payable in full on or before the first day of March, 2016. The said note bears interest at the rate of 10% percent per annum on the unpaid balance from date until paid, and which said note is paraphed "Ne Varietur" for identification with an



456087

ISSUED Not of appt
CODED DATE NOV 15 1993
S/ MYRA LANDIX
Deputy Clerk

Act of Credit Sale and Vendor's Lien dated February 25, 1986 and passed before James G. Sax, Notary Public in and for the Parish of Orleans and two witnesses, and duly recorded MOB 1435, folio 231, Parish of Jefferson, State of Louisiana, all of which will more fully appear from the original of said note, which is attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "A" and from a certified copy of the said Act, which is also attached hereto and made a part hereof and which is marked Plaintiff's Exhibit "B".

II.

The said mortgagors did, in the said act, waive all homestead exemptions to which they may be entitled under the Constitution and laws of the State of Louisiana.

III.

In the above mentioned Act, the mortgagors agreed that the property hereinafter described would remain specially mortgaged, affected and hypothecated in favor of Standard Mortgage Corporation, lender or any future holder or holders of said note, until the full and final payment thereof, in principal, interest attorney's fees, taxes and costs and the mortgagors bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the Act of Mortgage.

IV.

In the above mentioned act, the said mortgagors confessed judgment on the note and consented that if same were not paid in accordance with the terms, conditions and stipulations of the said act, said property would be seized and sold under Executory Process.

V.

In the said act hereinabove referred to, the said mortgagors did specially mortgage, affect and hypothecate unto and in favor

of the mortgagee, Standard Mortgage Corporation and any and all other future holders of the note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the State of Louisiana, Parish of Jefferson, in Township 14 South, Ranges 23 and 24 East, Southeast Land District of Louisiana, West of the Mississippi River, known as Harvey Canal Property, Jefferson Parish, Louisiana, formerly designated as Parcel Q-2-B, which said portion of ground has been resubdivided into WOODMERE SOUTH SUBDIVISION SECTION 3, all as per plan of resubdivision made by J. J. Krebs & Sons, Inc., C.E.&S., dated October 10, 1983, approved by the Jefferson Parish Council by Ordinance No. 15784, recorded in COB 1064, folio 925, and as per Act of Dedication before Odom B. Heebe, Notary Public, dated February 2, 1984, recorded in COB 1067, folio 270, same being designated as follows:
>
> LOT 788 of SQUARE Y, which square is bounded by Keith-Way Drive, Destrehan Avenue, a 70 foot drainage servitude and Shell-Bark Drive and which lot commences 310 feet from the corner of Keith-Way Drive, and Shell-Bark Drive and measures thence 60 feet front on Keith-Way Drive, same width in the rear, by a depth of 100 feet between equal and parallel lines, all as more fully shown on a survey made by John F. Marshall, Land Surveyor, dated December 3, 1985.
>
> Improvements thereon bear the Municipal No. 3144 Keith-Way Drive, Harvey, La. 70058.

VI.

By Act of Cash Sale and Assumption of Mortgage executed June 27, 1988, before James G. Sax, Notary Public, the above described property was transferred by Debra Dunagan, wife of/and Buddy L. Underwood, Jr. to Hoa Thi Nguyen, wife of/and That Nguyen, which said act is duly recorded in MOB 2280, folio 309, Parish of Jefferson, Louisiana; the said assumptors did assume, bind and obligate themselves to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if they were the makers of the note and mortgage at the outset, all

of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "C".

VII.

By Act of Cash Sale and Assumption of Mortgage executed October 10, 1991, before David W. Birdsong, Notary Public, the above described property was transferred by Hoa Thi Nguyen, wife of/and That Nguyen to Loria Adams Miles, which said act is duly recorded in MOB 3057, folio 180, Parish of Jefferson, Louisiana; the said assumptor did assume, bind and obligate herself to pay in full the certain mortgage note hereinabove described and to comply with all the terms and conditions of said note and mortgage, to the same extent as if she was the maker of the note and mortgage at the outset, all of which will more fully appear from a certified copy of said Act of Cash Sale and Assumption of Mortgage, which is also attached hereto and made a part hereof, and which is marked Plaintiff's Exhibit "D".

VIII.

The petitioner herein, Standard Mortgage Corporation, has been advised that Debra Dunagan, wife of/and Buddy L. Underwood, Jr. have moved and their current whereabouts are unknown and that Hoa Thi Nguyen, wife of/and That Nguyen are believed to be living at 4491 Silverberry Court, Concord, CA 94521. Accordingly, it will be necessary for this Honorable Court to appoint an attorney to represent the absent defendants.

IX.

The assumptors having failed to make the payments required under the terms of the mortgage, are in default under the terms of said mortgage and Standard Mortgage Corporation, as the last holder of the note, after having given due notice herein, has



456087

exercised its option to accelerate the mortgage and declare the balance of the note, including principal, interest, insurance and attorney's fees, due and payable, inasmuch as petitioner's records reflect unpaid installments from May 1, 1993 to date.

WHEREFORE, petitioner prays that the Court appoint an attorney to represent the absent defendants, Debra Dunagan, wife of/and Buddy L. Underwood, Jr. and Hoa Thi Nguyen, wife of/and That Nguyen and, further, petitioner prays for an order of Executory Process herein; and, further, that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell with appraisement and after due advertisement, delays, requisites and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, to pay and satisfy the claim of petitioner, the principal sum of $59,904.26 with 10% percent interest thereon from April 1, 1993 until paid, together with reasonable attorney's fees on the total amount of principal, interest and all current and future advances, together with all costs of these proceedings; that out of the proceeds of the sale, petitioner be paid the amount of its claim in preference and priority over all other persons herein.

GRAHAM & ARCENEAUX

BY: James C. Arceneaux III

JAMES C. ARCENEAUX, III
Bar Roll No. 2524
601 Poydras St., Suite 2650
New Orleans, La. 70130
Phone: (504) 522-8256



A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

FILED
NOV 4 1993
DEPUTY CLERK

**A F F I D A V I T**

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

JAMES C. ARCENEAUX, III

Attorney for Standard Mortgage Corporation who upon being first duly sworn did depose and say;

That he has reviewed the foreclosure data sheet supplied by Standard Mortgage Corporation and the other documentation supplied in conjunction with Loan No. 042966 (895) in the name of Debra Dunagan, wife of/and Buddy L. Underwood, Jr. assumed by Hoa Thi Nguyen, wife of/and That Nguyen and assumed by Loria Adams Miles, and according to said data sheet the current principal balance due and owing is $59,904.26, with interest at the rate of 10% from April 1, 1993 until paid, which said account is currently due for the months of May, 1993 until date.

Affiant further declared that he has read the above and foregoing petition and that all of the facts and allegations therein contained are true and correct.

James C. Arceneaux III
JAMES C. ARCENEAUX, III

SWORN TO AND SUBSCRIBED BEFORE

ME THIS 4th DAY OF November,

1993.

Patricia P. Francis
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**O R D E R**

Considering the allegations of the foregoing petition and Exhibits annexed thereto, let Executory Process issue herein; It is ordered that a writ of seizure and sale issue herein forthwith, as prayed for, according to law, with appraisement.

Let Robert G. Cooley, Esq. be appointed as Curator-ad-Hoc to represent the absent defendants, Debra Dunagan, wife of/and Buddy L. Underwood, Jr. and Hoa Thi Nguyen, wife of/and That Nguyen.

Gretna, Louisiana
November 8, 1993

CODED ON MINUTES
NOV 10 1993

JUDGE

PLEASE SERVE

NOTICE OF SEIZURE AND SALE ON:
(NOTICE OF DEMAND WAIVED)

Loria Adams Miles
3144 Keith-Way Dr.
Harvey, La. 70058

PLEASE SERVE COPY OF PETITION,
NOTICE OF APPOINTMENT AND
NOTICE OF SEIZURE AND SALE ON:
(NOTICE OF DEMAND WAIVED)

_____, Esq.
Curator-ad-Hoc to represent
the absent defendants
Debra Dungan, wife of/and
Buddy L. Underwood, Jr.
and
Hoa Thi Nguyen, wife
of/and That Nguyen
4491 Silverberry Court
Concord, CA 94521

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 456393

DIV

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

SECURITY NATIONAL PARTNERS, A LIMITED PARTNERHSIP

vs. *Plaintiff*

ROBERT D. KLEIN & HOARD STREET PROPERTIES CO.

*Defendant*

JACK J. MENDHEIM

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** NOVEMBER 12,1993 jff

3588

**HP Exhibit 0189 (204)**

SECURITY NATIONAL PARTNERS,
A LIMITED PARTNERSHIP

VERSUS

ROBERT O. KLEIN AND
HOARD STREET PROPERTIES CO.

FILED: _____

NUMBER: 456-393

DIVISION:

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

_____
DEPUTY CLERK

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

CODED

FILED FOR RECORD
'93 NOV 12 PM 12 02
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

CODED

**EXECUTORY PROCESS ON IMMOVABLE**

The petition of Security National Partners, A Limited Partnership, a limited partnership organized under the laws of Alaska, authorized to do and doing business in the State of Louisiana, its principal place of business in East Baton Rouge, Louisiana, herein represented by Security National Investments, Inc., its General Partner, with respect represents:

I.

Made defendants herein are Robert O. Klein, a person of the full age of majority and resident of the Parish of Orleans, State of Louisiana, and Hoard Street Properties Co., a corporation organized under the laws of Delaware.

II.

Petitioner is the holder and owner, for valuable consideration, before maturity, of a promissory note, dated September 5, 1989, executed by defendant, Robert O. Klein, payable to the order of Pontchartrain State Bank, for the full sum of SEVENTY NINE THOUSAND SIX HUNDRED TWENTY TWO AND 78/100 ($79,622.78) DOLLARS together with interest at the rate of eleven per cent (11%) per annum from date until paid. This note provides for reasonable attorney fees on principal and interest not in excess of twenty five (25%) per cent in the event it is turned over to an attorney

NOV 17 1993
file (3) notes & mortgage int cert
MY

ISSUED Not of appt
DATE NOV 17 1993
S/ MYRA LANDIX
Deputy Clerk

456393
CODED

Gilbert, Kelly and Courturie, Errol E. Kelly, Surveyor, dated November 4, 1975, a copy of which is annexed to another act passed before Allain C. Andry, III, N.P., dated November 11, 1975, for reference, said lots adjoin each other, and measure each 25 feet front on Delaware Avenue, the same in width in the rear, which fronts on a 15 feet alley running through said Square from 26th Street in the direction of 27th Street by a depth of 120 feet between equal and parallel lines; Lot 44 being nearer to and commencing at a distance of 100 feet from the corner of Delaware Avenue and 26th Street.

The improvements bear the No. 2637 Delaware Avenue.

The hereinabove described collateral mortgage note is annexed hereto as Exhibit P-2, a collateral pledge agreement is annexed hereto as Exhibit P-3 and P-4, and a certified copy of said mortgage, with a resolution attached, is annexed hereto as Exhibit P-5.

V.

In said act of mortgage the said defendants agreed that the above described property would remain specially mortgaged, affected and hypothecated in favor of any holder or holders of said mortgage note until the full and final payment thereof, in principal, in interest, and attorney's fees, taxes, and costs, and the said defendants bound and obligated themselves not to sell, alienate or encumber the property to the prejudice of the act of mortgage.

VI.

In said act of mortgage the said defendants confessed judgment upon the said mortgage note, and consented that if the same were not paid in accordance with its terms and conditions and the stipulations of the act, said property might be seized and sold under executory process, for cash.

VII.

In said act of mortgage the said defendants further agreed that in the event the said mortgage note was placed in the hands of an attorney for collection, an additional amount of twenty five per cent (25%) of both principal and interest shall accrue as

for collection. Said promissory note is annexed hereto as Exhibit P-1.

III.

Defendants became delinquent on this note and have failed and refused to pay the principal and interest due despite amicable demand to do so. Defendants therefore now owe petitioner the sum of SEVENTY SEVEN THOUSAND THREE HUNDRED FIFTY SEVEN AND 79/100 ($77,357.79) DOLLARS on this promissory note, plus interest at the rate of eleven per cent (11%) from February 12, 1991 until paid, all costs of these proceedings, and reasonable attorney's fees of 25% of the aggregate of interest and principal.

IV.

The note described in Paragraph II (P-1) above is secured by the pledge of a mortgage note executed by Hoard Street Properties Co., dated May 23, 1988 payable to BEARER in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 ($150,000.00) DOLLARS, payable on demand; the mortgage note bears interest at the rate of fifteen per cent (15%) per annum from date until paid, which note is paraphed "Ne Varietur" for identification with an act of mortgage passed before W. Monroe Stephenson, Notary Public for the Parish of Orleans, State of Louisiana, and two witnesses and recorded in MOB 2248, folio 15 of the Jefferson Parish, Louisiana, Clerk's official records. In said act of mortgage hereinabove referred to, the said defendants did specially mortgage, affect and hypothecate unto and in favor of any holder or holders of said mortgage note, the following described property, situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT CERTAIN PIECE OR PORTION OF GROUND, with all improvements and all the rights, ways, privileges, servitudes and advantages thereunto or in anywise appertaining situated in the Parish of Jefferson, City of Kenner, State of Louisiana, in that part hereof known as HIGHWAY PARK SUBDIVISION, IN SQUARE NO. 369 thereof, bounded by 26th Street and 27th Street, Connecticut and Delaware Avenues, designated as LOTS 43 AND 44 and according to survey by

attorney's fees; which fees nevertheless shall be a "reasonable" amount to be fixed by this court.

VIII.

In said act of mortgage the said defendants further agreed to pay all taxes, liens and assessments against the mortgaged property before they became delinquent and to furnish to the mortgagee or the holder of the said mortgage note, with the tax or other receipts showing such payment, and further agreed to keep the buildings and other insurable improvements on the premises insured against loss or damage by fire or otherwise, in such sum as required by the mortgagee.

IX.

In said act of mortgage the said defendants further agreed that if the said mortgage note or any installment thereon be not promptly and fully paid when due, or in the event of failure to comply with any of the obligations therein undertaken, or conditions therein set forth, the said mortgage note should, at the option of the holder of the said mortgage note, at once mature and become due and payable, and authorized the then holder of the said mortgage note without making a demand and without notice or putting in default, the same being expressly waived, to cause the property hereinabove described to be seized and sold, after due process of law, under executory or other legal process, consenting that the property be sold to the highest bidder for cash.

X.

Pursuant to the terms and conditions of the above described mortgage (P-5), Petitioner is entitled to and desires to be appointed keeper of the herein described property.

XI.

Petitioner has called the note referred to hereinabove due and avers that amicable

demand has been made for payment of the entire amount due, all without avail.

XII.

The Commissioner of Financial Institutions for the State of Louisiana, as Conservator of Pontchartrain State Bank, (the "Bank"), Metairie, Louisiana, appointed the FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") as Receiver of the Bank in that proceedings entitled "In the Matter of Pontchartrain State Bank, Metairie, Louisiana, a Louisiana Banking Corporation," bearing Number 420,213 on the docket of the Twenty Fourth Judicial District Court, Jefferson Parish, Louisiana.

XIII.

The FDIC, in its receivership capacity, transferred to the FDIC, in its corporate capacity, various assets of Bank, including but not limited to the promissory note (P-1).

XIV.

Pursuant to a Notarial Endorsement and Assignment dated September 17, 1993, a copy of which is attached hereto as P-6, the FDIC, in its corporate capacity, transferred all of its right, title, and interest in said promissory note (P-1) to Security National Partners, A Limited Partnership, petitioner herein, who are now the owners and holders of this note and entitled to proceed with this proceeding.

XV.

Petitioner alleges on information and belief that the said Hoard Street Properties, Co. sold, transferred and conveyed the herein described property to Prism Realty Investors, Inc., by Act of Sale dated September 21, 1990, a certified copy of which is attached hereto and made part hereof as P-7. Petitioner desires Prism Realty Investors, Inc. be served notice of these proceedings.

XVI.

Petitioner alleges on information and belief that the said Prism Realty Investors, Inc. is a corporation organized under the laws of Delaware, its registered agent for

service of process being The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801; and the said Prism Realty Investors, Inc. is not registered with the Secretary of State for the State of Louisiana. Therefore, petitioner desires and is entitled to an attorney at law practicing before this court be appointed to represent the said Prism Realty Investors, Inc. and be served with notice of these proceedings.

XVII.

Petitioner alleges that the defendants, Robert O. Klein and Hoard Street Properties Co., are not in the military service of the United States or any of its allies.

**WHEREFORE,** petitioner prays:

1) That an attorney at law be appointed to represent Prism Realty Investors, Inc. according to law.

2) For an order of executory process issue forthwith, and that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, Louisiana to seize and sell after due advertisement, delays, requisites, and formalities, free and clear of all homestead rights and exemptions, the property hereinabove described, according to law, for cash, with appraisement to pay and satisfy the claim of petitioner, in the sum of SEVENTY SEVEN THOUSAND THREE HUNDRED FIFTY SEVEN AND 79/100 ($77,357.79) DOLLARS, plus interest at the rate of eleven per cent (11%) per annum from February 12, 1991 until paid, together with "reasonable" attorney fees of 25% of the aggregate of interest and principal, and all costs of these proceedings; and

3) That out of the proceeds of the sale, petitioners claim be paid in principal and interest, attorney's fees and costs, by preference and priority over all other persons.

4) Petitioner be appointed Keeper of the herein described property during the pendency of these proceedings.

**PETITIONER PRAYS FURTHER,** for all orders and decrees necessary in

the premises.

JACK J. MENDHEIM
Attorney for Petitioner
P. O. Box 86359
11911 Justice Avenue
Baton Rouge, Louisiana 70879-6359
504-293-0095
Bar No. 9431

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

STATE OF LOUISIANA
PARISH OF EAST BATON ROUGE

**BEFORE ME,** the undersigned Notary Public, duly commissioned and qualified in and for the State and Parish aforesaid, personally came and appeared Grant Thudium, who after being duly sworn deposed and said:

That he is an authorized representative of the Security National Investments, Inc., General Partner of Security National Partners, A Limited Partnership for the State of Louisiana; that he is familiar and well acquainted with note and account sued upon; that the true and correct amount owed to plaintiff on said account by the above named defendants is the principal amount of SEVENTY SEVEN THOUSAND THREE HUNDRED FIFTY SEVEN AND 79/100 ($77,357.79) DOLLARS, plus interest at the rate of eleven (11%) from February 12, 1991 until paid, together with "reasonable" attorney fees of 25% of the aggregate of interest and principal, that he has read the foregoing petition in its entirety and that all of the allegations contained herein are true and correct to the best of the undersigned's knowledge and belief.

Affiant further states that after a complete review of the documents contained in the files of the above referenced account, there is no indication that defendants, Robert O. Klein and Hoard Street Properties Co., are in the military service of the United States or any of its allies.

Security National Partners, A
Limited Partnership
BY: Security National Investments, Inc.
General Partner
BY: Grant Thudium

SWORN TO AND SUBSCRIBED BEFORE ME,
THIS 26TH DAY OF OCTOBER, 1993.

JACK J. MENDHEIM, NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT C
PARISH OF JEFFERSON, L

| | |
|---|---|
| SECURITY NATIONAL PARTNERS, A LIMITED PARTNERSHIP | NUMBER: |
| | DIVISION: |
| VERSUS | 24TH JUDICIAL DISTRICT COURT |
| | PARISH OF JEFFERSON |
| ROBERT O. KLEIN AND HOARD STREET PROPERTIES CO. | STATE OF LOUISIANA |
| FILED: _____ | _____ DEPUTY CLERK |

**ORDER**

The foregoing petition for seizure and sale by executory process and the annexed documents considered;

**IT IS ORDERED,** that Robert D. Cearley, Attorney at Law be and he is hereby appointed to represent Prism Realty Investors, Inc.

**IT IS FURTHER ORDERED,** that executory process issue forthwith herein.

**IT IS FURTHER ORDERED,** that a Writ of Seizure and Sale issue herein commanding the Sheriff of Jefferson Parish, Louisiana, to seize and sell with appraisement, the property described in the foregoing petition to satisfy petitioner's demand and all costs as prayed according to law.

**IT IS FURTHER ORDERED,** that Petitioner be and they are hereby appointed Keeper of the property described herein during the pendency of these proceedings.

Gretna, Louisiana, this 15th day ~~of October~~ November, 1993.

CODED

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

JUDGE

ON MINUTES
NOV 17 1993

456393

PLEASE SERVE:

Robert O. Klein
3602 Camp Street
New Orleans, Louisiana

or

**PERSONAL SERVICE ONLY AT**
**PLACE OF EMPLOYMENT**
31 26th Avenue
Kenner, Louisiana

Hoard Street Properties Co.
through agent of service
Pam Mills
710 Carondelet
New Orleans, Louisiana 70130

Please serve Notice of Seizure on:
Prism Realty Investors, Inc.
through court appointed attorney

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

DIV

Nº 457499

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

LEADER FEDERAL BANK FOR SAVINGS

*Plaintiff*

vs.

MARTHA CESPEDES WIFE OF/AND BOBBY H. RICHARDSON

*Defendant*

WILLIAM L. DOWNING

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing DECEMBER 10, 1993

HP Exhibit 0189 (205)

LEADER FEDERAL BANK FOR SAVINGS

VS.

MARTHA CESPEDES WIFE OF/AND
BOBBY H. RICHARDSON

DOCKET NO. 457-499 DIV A

24TH JUDICIAL DIST. COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FILED FOR RECORD
'94 FEB 24 PM 11 51
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel, comes plaintiff herein, who respectfully represents:

1.

The Sheriff of Jefferson Parish, Louisiana, after a diligent search, has been unable to locate the defendants Martha Cespedes wife of/and Bobby H. Richardson, at their address last known to plaintiff, as will be evidenced from the Sheriff's return in these proceedings.

2.

Thomas A. Grace, Jr., private process server, appointed in this matter, has been unable to locate the defendants Martha Cespedes wife of/and Bobby H. Richardson, at their address last known to plaintiff, as will be evidenced from the Sheriff's return in these proceedings.

3.

Plaintiff has written the United States Post Office for any forwarding addresses of Martha Cespedes Richardson and Bobby H. Richardson at 311 Brett Drive, Gretna, LA 70056, and received a response of "moved left no address". Plaintiff has also attempted to obtain a forwarding address through directory assistance in the city of last known residence and was advised that there was no listing for Bobby or Martha Richardson.

4.

The private process server was advised by neighbors that Mr. and Mrs. Richardson are divorced. He was further advised that it is believed Martha Richardson resides in either Central or South America and that it is believed Bobby Richardson resides in Mississippi. However, the neighbors were unable to provide exact addresses for either.

ISSUED
DATE MAR 08 1994
S/ MYRA LANDIX
Deputy Clerk
CODED

The whereabouts of said defendants being unknown to the plaintiff, plaintiff believes and therefore alleges that the defendants Martha Cespedes Richardson and Bobby H. Richardson, are absentees as defined by Louisiana Code of Civil Procedure Article 5251, and that an attorney ad hoc should be appointed to represent them in these proceedings against whom all further proceedings herein should be carried on.

WHEREFORE, plaintiff prays that an attorney ad hoc be appointed to represent the defendants Martha Cespedes Richardson and Bobby H. Richardson herein; that the said defendants be served with a copy of this petition and the notice of seizure, and that all further proceedings be carried on contradictorily against said attorney ad hoc.

By Attorneys,

WILLIAM L. DOWNING
LA BAR CODE #14233
WILLIAM L. DOWNING & ASSOC.
P.O. Box 45212, Dept. 398
Baton Rouge, LA 70895
(504) 291-0055

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared WILLIAM L. DOWNING, who, being by me first duly sworn, did depose and say that:

He is the attorney for the petitioner in the above petition; he has read the same; all of the allegations contained therein are true and correct, to the best of his information, knowledge and belief.

WILLIAM L. DOWNING

Sworn to and subscribed before me this 17th day of February, 1994.

LORI J. MANNING
NOTARY PUBLIC

ORDER

Let Robert F. Creely, attorney at law, be and he is hereby appointed as attorney ad hoc to represent the defendants Martha Cespedes Richardson and Bobby H. Richardson and let all further proceedings herein insofar as the said Martha Cespedes Richardson and Bobby H. Richardson are concerned be carried on contradictorily against the said attorney ad hoc and his fee and expenses be taxed as costs.

READ, RENDERED AND SIGNED at Gretna, Louisiana, this 1st day of March, 1994.

CODED

FILMED

MAR 2 1994

JUDGE

LAST KNOWN ADDRESS OF ABSENTEE DEFENDANT:
311 Brett Drive
Gretna, LA 70056

Property address:
311 Brett Drive
Gretna, LA 70056

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 458197

DIV

DIV. N
JUDGE
SUSAN CHEHARDY

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FIRST NATIONAL BANK OF COMMERCE

*Plaintiff*

vs.

TIMOTHY J. HOWELL & ELISE HOWELL

*Defendant*

ROBERT T. WAKEFIELD

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** DECEMBER 30,1993 jff

**HP Exhibit 0189 (206)**

3603

FIRST NATIONAL BANK OF COMMERCE

VERSUS

TIMOTHY J. HOWELL AND ELISE HOWELL (AS WIFE IN COMMUNITY)

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 458-197 A

FILED: _____

_____
DEPUTY CLERK

FILED FOR RECORD
'94 MAR 7 AM 10 08
DEPUTY CLERK
PARISH OF JEFFERSON

CODED 2

**SUPPLEMENTAL AND AMENDING PETITION**

The supplemental petition of First National Bank Of Commerce, plaintiff in the above numbered and entitled cause, respectfully represents that the plaintiff desires to supplement its Petition For Executory Process filed herein in December of 1993 in the following respects:

I.

Pursuant to plaintiff's original petition for executory process, this Honorable Court signed an order for the issuance of executory process in December of 1993 and the initial notices of seizure were issued shortly thereafter.

II.

The sheriff of this parish has, after a due and diligent search, been unable to serve the notices of seizure upon Elise Howell.

III.

In accordance with Article 2641 and 2674 of the Code of Civil Procedure, plaintiff desires that this Honorable Court appoint an attorney at law to represent said defendant.

WHEREFORE, plaintiff reiterating the prayer of its original petition, prays that this supplemental petition be filed and that an attorney at law be appointed to represent the absent defendant, Elise Howell.

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

NEWMAN, MATHIS, BRADY, WAKEFIELD & SPEDALE
A PROFESSIONAL LAW CORPORATION
212 Veterans Blvd.
Metairie, Louisiana 70005
(504) 837-9040

BY: _____
ROBERT T. WAKEFIELD #13159

SIGNED _____
DATE MAR 09 1994
S/ MYRA LANDIX
Deputy Clerk

CODED

VERIFICATION

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, personally came and appeared: ROBERT T. WAKEFIELD who being duly sworn, deposed and said:

That Robert T. Wakefield is the attorney for the plaintiff in the foregoing Petition for Executory Process and that all of the facts alleged in the foregoing petition are true and correct to the best of his knowledge and belief.

ROBERT T. WAKEFIELD

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2 DAY OF March, 1994.

NOTARY PUBLIC

ORDER

IT IS ORDERED by the court that Robert Kiely, ~~attorney~~ at law, be appointed to represent the absent defendant, Elise Howell, and that a certified true copy of the order be sent to the Sheriff of ORLEANS with the name and address of the attorney at law to be appointed for the defendant.

GRETNA, LOUISIANA this 8th day of March, 1994.

JUDGE

COPIED

FILMED

MAR 9 1994

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 458399

DIV

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

GENERAL MOTORS ACCEPTANCE CORP.

vs. *Plaintiff*

JOHN E. RUIZ & ASHTON J. O'BRIEN

*Defendant*

ARTHUR S. MANN, III

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JANAURY 6,1994 jff

HP Exhibit 0189 (207)

0214.def
94-0023

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO.: 458-399 DIVISION "A"

GENERAL MOTORS ACCEPTANCE CORPORATION

VERSUS

JOHN E. RUIZ AND ASHTON J. O'BRIEN

FILED: _____ _____
DEPUTY CLERK

FILED FOR RECORD '94 FEB 18 PM 9 00 DEPUTY CLERK PARISH OF JEFFERSON, LA.

MOTION TO APPOINT ATTORNEY TO REPRESENT ABSENT DEFENDANT

ON MOTION OF Plaintiff, through its undersigned counsel, which upon information and belief suggests to the Court that the defendants herein, John E. Ruiz and Ashton J. O'Brien, have departed from the jurisdiction of this Court and that the Sheriff for the Parish has been unable to locate said defendants after due and diligent search; that mover, through its agents, has conducted a diligent search for the defendants but has been unable to locate same, all as will more fully appear by reference to mover's affidavit filed herein that as a result it is necessary that an attorney at law be appointed to represent the absent defendants herein pursuant to Louisiana Code of Civil Procedure and be served with a notice of seizure and to appoint an appraiser herein.

**IT IS ORDERED** that Robert G. Cecely, Attorney at Law, be and is hereby appointed to represent the absent defendants herein and be served with a notice of seizure and to appoint an appraiser.

~~NEW ORLEANS~~ Gretna, LOUISIANA, this 24th day of February, 1994.

CODED FEB 28 1994 FEB 28 1994 S/ MYRA LANDIX

J U D G E

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

By its attorneys,

BERRIGAN, LITCHFIELD, SCHONEKAS MANN & CLEMENT

BY: _____
ARTHUR S. MANN, III, NO. 9094
2150 Energy Centre
1100 Poydras Street
New Orleans, LA 70163-2150
(504) 568-0541

**PLEASE SERVE NOTICE OF APPOINTMENT, NOTICE OF SEIZURE AND TO APPOINT APPRAISER ON CURATOR-AD-HOC NAMED HEREIN.**

Nº 459447

DIV

DIV. A
JUDGE
E. THOMAS PORTEROS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

LEADER FEDERAL BANK FOR SAVINGS

vs.

*Plaintiff*

PAMELA DUCOTE, w/o & DAVID SIMS, & FRANCES FROST WIDOW OF

FRANK WILSON BY FIRST MARRIAGE, NOW w/o & WILLIAM TALMADGE SHEFFIELD, SR.

*Defendant*

WILLIAM L. DOWNING

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing FEBRUARY 1,1994jff

HP Exhibit 0189 (208)

3608

LEADER FEDERAL BANK FOR SAVINGS

VS.

PAMELA DUCOTE WIFE OF/AND
DAVID SIMS, ET AL

DOCKET NO. 459-447 DIV. A

24TH JUDICIAL DIST. COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FILED FOR RECORD
94 MAR 31 PM 12 01
PARISH OF JEFFERSON, LA.
DEPUTY CLERK

P1

MOTION TO APPOINT CURATOR

NOW INTO COURT, through undersigned counsel, comes plaintiff, herein, who respectfully represents:

1.

The Sheriff of Jefferson Parish, Louisiana, after a diligent search, has been unable to locate the defendants Pamela Ducote wife of/and David Sims, and Frances Frost widow of Frank Wilson by first marriage, now wife of/and William Talmadge Sheffield, Sr., at their addresses last known to plaintiff, as will be evidenced from the Sheriff's return in these proceedings.

2.

Plaintiff has been advised by the sheriff's office that Pamela Ducote Sims and David Sims were unable to be served at their last known address of 1504 Hanging Moss Lane, Gretna, LA 70053 because the house was vacant. Sheriff also advised that Frances Frost Sheffield and William Talmadge Sheffield, Sr. were unable to be served at their last known address of 14 Joyce Avenue, Jefferson, LA 70121 because they were unknown at this address.

3.

Plaintiff has attempted to obtain a forwarding address through directory assistance in the city of last known residence for each of the defendants and was advised as follows:

David Sims, 6824 Tara Lane, New Orleans; (504) 246-8160 -- Counsel for plaintiff called this number and was advised that it has been disconnected;

David C. Sims, 4201 Belvedere (in phone book), 3708 Division Street (per Directory Assistance operator); (504) 455-3527 -- Counsel for plaintiff called this number and was advised that this David C. Sims is not the same person as the defendant in this suit;

Dave Sims, 2110 Cypress Acres; (504) 362-4601 -- Counsel for plaintiff called this number and was advised that it has been disconnected;

Pamela Sims, no street listed; (504) 391-9156 -- Counsel for plaintiff called this number and left a message on an answering machine which has not been returned;

CODED

APR 11 1994

S/ MYRA LANDIX

Pamela Sims, 4204 N. Claiborne; (504) 943-9296 -- Counsel for plaintiff called this number and was advised that this Pamela Sims is not the same person as the defendant in this suit;

Pamela Ducote - no listing

Frances Sheffield - no listing

Frances Frost - no listing

Frances H. Wilson, 5400 DeBore; (504) 282-9072 -- Counsel for plaintiff called this number but got no answer;

Frances Louise Wilson, 596 Holmes Boulevard; (504) 368-8776 -- Counsel for plaintiff called this number and was advised it has been disconnected;

William Sheffied (listing under William and Tracey Sheffield), 14 Joyce Avenue; (504) 833-3265 -- Counsel for plaintiff wrote this person which letter was never responded to; counsel for plaintiff attempted service at this address and sheriff advised house was vacant; counsel for plaintiff called this number and left a message on an answering machine which was not returned.

3.

The whereabouts of said defendants being unknown to the plaintiff, plaintiff believes and therefore alleges that the defendants, Pamela Ducote wife of/and David Sims, and Frances Frost widow of Frank Wilson by first marriage now wife of/and William Talmadge Sheffield, Sr., are absentees as defined by Louisiana Code of Civil Procedure Article 5251, and that an attorney ad hoc should be appointed to represent them in these proceedings against whom all further proceedings herein should be carried on.

WHEREFORE, plaintiff prays that an attorney ad hoc be appointed to represent the defendants Pamela Ducote wife of/and David Sims, and Frances Frost widow of Frank Wilson by first marriage now wife of/and William Talmadge Sheffield, Sr. therein; that the said defendants be served with a copy of this petition and the notice of seizure, and that all further proceedings be carried on contradictorily against said attorney ad hoc.

By Attorneys,

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

WILLIAM L. DOWNING
LA BAR CODE #14233
WILLIAM L. DOWNING & ASSOC.
P.O. Box 45212, Dept. 398
Baton Rouge, LA 70895
(504) 291-0055

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

BEFORE ME, the undersigned authority, personally came and appeared WILLIAM L. DOWNING, who, being by me first duly sworn, did depose and say that:

He is the attorney for the petitioner in the above petition; he has read the same; all of the allegations contained therein are true and correct, to the best of his information, knowledge and belief.

WILLIAM L. DOWNING

Sworn to and subscribed before me this 11th day of March, 1994.

LORI J. MANNING
NOTARY PUBLIC

ORDER

Let Robert G. Creely, attorney at law, be and he is hereby appointed as attorney ad hoc to represent the defendants Pamela Ducote wife of/and David Sims, and Frances Frost widow of Frank Wilson by first marriage now wife of/and William Talmadge Sheffield, Sr. and let all further proceedings herein insofar as the said defendants are concerned be carried on contradictorily against the said attorney ad hoc and his fee and expenses be taxed as costs.

READ, RENDERED AND SIGNED at Gretna, Louisiana, this 6th day of April, 1994.

CODED

FILMED APR 8 - 1994

JUDGE

LAST KNOWN ADDRESS OF ABSENTEE DEFENDANTS:
Pamela Ducote Sims
and David Sims
1504 Hanging Moss Lane
Gretna, LA 70043

Property address:
1504 Hanging Moss Lane
Gretna, LA 70043

Frances Frost Sheffield
and William Talmadge Sheffield, Sr.
14 Joyce Avenue
Jefferson, LA 70121
and
1504 Hanging Moss Lane
Gretna, LA 70043

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 459877

DIV DIV. A JUDGE A. THOMAS PORTIUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

CRYE-LEIKE MORTGAGE CO., INC.

vs. *Plaintiff*

JANICE AMEDEE WOFFORD (a/k/a JANICE A. WOFFORD) & RICHARD THOMAS WOFFORD (a/k/a RICHARD T. WOFFORD)

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing FEBRUARY 10,1994 jff

HP Exhibit 0189 (209)

3612

9 1 1 0 2 0 2 4 1 1

92-0215

FILED FOR RECORD
'94 MAR 23 AM 8 47
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 459-877 DIVISION "A"

CRYE-LEIKE MORTGAGE COMPANY, INC.

VERSUS

JANICE AMEDEE WOFFORD
(A/K/A JANICE A. WOFFORD)

AND

RICHARD THOMAS WOFFORD
(A/K/A RICHARD T. WOFFORD)

CODED 2

FILED: _____ _____
DEPUTY CLERK

**MOTION TO APPOINT CURATOR**

On motion of Crye-Leike Mortgage Company, Inc., through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Janice Amedee Wofford (a/k/a Janice A. Wofford) and Richard Thomas Wofford (a/k/a Richard T. Wofford), is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Janice Amedee Wofford (a/k/a Janice A. Wofford) and Richard Thomas Wofford (a/k/a Richard T. Wofford).

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the

ISSUED not of appt
DATE MAR 29 1994 CODED
S/ MYRA LANDIX

defendant(s), Janice Amedee Wofford (a/k/a Janice A. Wofford) and Richard Thomas Wofford (a/k/a Richard T. Wofford), and for all other relief as is just and proper in the premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C. Wheat

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 459-877 DIVISION "A"

CRYE-LEIKE MORTGAGE COMPANY, INC.

VERSUS

JANICE AMEDEE WOFFORD
(A/K/A JANICE A. WOFFORD)

AND

RICHARD THOMAS WOFFORD
(A/K/A RICHARD T. WOFFORD)

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert G. Creely attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Janice Amedee Wofford (a/k/a Janice A. Wofford) and Richard Thomas Wofford (a/k/a Richard T. Wofford), in these proceedings and that the requisite three (3) day notice of demand for payment be issued herein and served upon said attorney, and after all necessary delays that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 25th day of March, 19 94.

CODED FILMED MAR 29 1994

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 460306

DIV

DIV. A
JUDGE
G. THOMAS PORTIEUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

HIBERNIA NATIONAL BANK

*Plaintiff*

vs.

MILTON JOSEPH WILTZ & AVERI PARKER WILTZ

*Defendant*

J. DONALD MORGAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing FEBRUARY 23,1994 jff

HP Exhibit 0189 (210)

3616

HIBERNIA NATIONAL BANK

VERSUS

MILTON JOSEPH WILTZ, ET AL

NUMBER 460-306 DIVISION "A"

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**MOTION FOR ATTORNEY FOR ABSENTEE**

FILED FOR RECORD '94 APR 29 AM 10:03 PARISH OF JEFFERSON, LA. DEPUTY CLERK

On motion of Kizer, Hood & Morgan, attorneys for plaintiff, and on showing to the Court that:

1.

The plaintiff is informed and believes, and therefore alleges, that Milton Joseph Wiltz and Averi Parker Wiltz, defendants in these proceedings, are absentees, as the term is defined in Louisiana Code of Civil Procedure, Article 5251(1).

2.

The plaintiff is informed and believes, and therefore alleges, that Milton Joseph Wiltz and Averi Parker Wiltz, residents of Jefferson Parish, Louisiana; however, after diligent effort on the part of the Jefferson Parish Sheriff's Office, the defendants have not and cannot be found and served. A representative on behalf of the plaintiff has advised that a thorough search of plaintiff's records, as well as public records and other informational sources available, has failed to provide plaintiff with any other information regarding the whereabouts of Milton Joseph Wiltz and Averi Parker Wiltz. Therefore, an attorney-at-law should be appointed to represent Milton Joseph Wiltz and Averi Parker Wiltz, under the provisions of Louisiana Code of Civil Procedure, Articles 5091, 2641 and 2674, as amended, to whom all notices shall be given in the manner prescribed by law, and contradictorily against whom seizure and sale shall be conducted.

3.

The plaintiff has not been able to determine whether or not said defendant is in the military service.

4.

Therefore, the attorney-at-law appointed to represent the said defendants should also be appointed to represent said defendant under the provisions of the Soldiers and Sailors Civil Relief Act (50 USC App. Sec. 520, et seq.), as amended.

ISSUED Not of Cont
DATE MAY 04 1994
S/ MYRA LANDIX
Deputy Clerk

COPIED

**WHEREFORE**, plaintiff respectfully moves this Honorable Court to appoint an attorney-at-law to represent Milton Joseph Wiltz and Averi Parker Wiltz, under the provisions of the Louisiana Code of Civil Procedure, Articles 5091, 2641 and 2674, as amended, and under the provisions of the Soldiers and Sailors Civil Relief Act, as amended, upon which said attorney all notices shall be given to the manner prescribed by law, and contradictorily against whom the seizure and sale in this matter shall be conducted.

By Attorneys,

KIZER, HOOD & MORGAN, L.L.P.

By: _____
J. Donald Morgan
748 Main Street
Baton Rouge, Louisiana 70821
(504) 387-3121
Bar Roll #14245

FILED
APR 27 1994
DEPUTY CLERK

**AFFIDAVIT**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**BEFORE ME**, personally came and appeared, J. Donald Morgan, who, being by me first duly sworn, deposed and said:

That he is one of the attorneys for the plaintiff herein; that he has read the above and foregoing motion and that of the facts stated therein are true and correct, to the best of his knowledge, information and belief.

_____
J. Donald Morgan

SWORN TO AND SUBSCRIBED Before Me,

this 25th day of April, 1994.

_____
NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

_____
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

HIBERNIA NATIONAL BANK

VERSUS

MILTON JOSEPH WILTZ, ET AL

NUMBER 460-306 DIVISION "A"

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**ORDER**

LET, Robert F. Creely an attorney-at-law admitted to practice before this court, whose address is _____, and whose telephone number is _____ be and (s)he is hereby appointed to represent the defendants herein, Milton Joseph Wiltz and Averi Parker Wiltz, under the provisions of the Code of Civil Procedure, Articles 5091, 2641 and 2674, as amended, and the Soldiers and Sailors Civil Relief Act, as amended, and a writ of seizure in this matter be served upon him in the manner prescribed by law, and let the seizure and sale in this matter be conducted contradictorily with him in the manner prescribed by law;

Gretna, Louisiana, this 3rd day of May, 1994.

CODED

JUDGE, 24TH JUDICIAL DISTRICT COURT

FILMED
MAY 4 1994

PLEASE SERVE THE FOLLOWING WITH A CERTIFIED COPY OF THIS MOTION, AND WITH NOTICE OF SEIZURE:

Milton Joseph Wiltz
and Averi Parker Wiltz
Through the attorney appointed above to represent them.

PROPERTY LOCATED AT:

1540 Westminster Boulevard
Marrero, Louisiana 70072

Nº 460809

DIV

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FLEET MORTGAGE CORP

vs.

CHUNG NGOC DO

*Plaintiff*

*Defendant*

CHARLES H. RYAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing MARCH 7, 1994jff

HP Exhibit 0189 (211)

3620

STATE OF LOUISIANA * PARISH OF JEFFERSON

TWENTY-FOURTH JUDICIAL DISTRICT COURT

FLEET MORTGAGE CORP.

VS. NO. 460,809 "A"

CHUNG NGOC DO

FILED: _____

BY: _____
(DY) CLERK OF COURT

FILED FOR RECORD
94 JUN 6 P2:57
CLERK OF COURT
PARISH OF JEFFERSON, LA.

CODED 2

MOTION TO APPOINT ATTORNEY
TO REPRESENT ABSENTEES

865
p01

NOW INTO COURT, through undersigned counsel, comes FLEET MORTGAGE CORP., Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

1.

The Sheriff has been unable to locate or serve the defendant(s), CHUNG NGOC DO, in the Parish of Jefferson, or in the State of Louisiana despite a diligent search and has made a return or report to the court to this effect. Plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or persons whose whereabouts are unknown and whose whereabouts cannot be discovered after a diligent search; or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant(s) was 716 Mystic Drive, Terrytown, LA; or U.S. Navy Station, Belle Chasse, LA.

3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s) in accordance with CCP 2674 to receive the notice of seizure and any other services on behalf of the absentee defendant(s).

ISSUED: JUN 16 1994

S/ MYRA LANDIX

CODED

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in these proceedings and that said defendants, CHUNG NGOC DO, be served with the notice of seizure and all other notices and citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law.

Respectfully submitted,

BOLES, BOLES & RYAN
ATTORNEY AT LAW
1805 Tower Drive
P. O. Box 2065
Monroe, LA 71207-2065
(318) 388-4050

BY: _____
Charles H. Ryan
Bar #11557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing motion and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

_____
Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, this 1st day of June, 1994.

_____
Notary Public

ORDER

IT IS ORDERED that Robert G. Creely, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), CHUNG NGOC DO, and that said defendant(s) be served through said Attorney-at-Law with the notice of seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 13th day of June, 1994.

_____
JUDGE, DISTRICT COURT

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

CODED

FILMED
JUN 15 1994

Nº 460829

DIV

DIV. A
JUDGE
E. THOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

TOYOTA MOTOR CREDIT CORP.

*Plaintiff*

vs.

CHARLENE M. ADAMS

*Defendant*

PETER S. THRIFFILEY

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing MARCH 8,1994 jff

HP Exhibit 0189 (212)

3623

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

CASE NO. 460-829 DIVISION "A"

TOYOTA MOTOR CREDIT CORPORATION

VERSUS

CHARLENE M. ADAMS CODED

FILED: _____ DEPUTY CLERK: _____

FILED FOR RECORD 1994 MAR 28 PM 1 57 DEPUTY CLERK PARISH OF JEFFERSON, LA.

MOTION FOR APPOINTMENT OF CURATOR

On Motion of Plaintiff TOYOTA MOTOR CREDIT CORPORATION, through its undersigned counsel, and upon suggesting to the Court that defendant CHARLENE M. ADAMS is subject to the jurisdiction of this court, however, the Sheriff has made a return "unable to locate after due and diligent search." The plaintiff is informed and believes that the defendant has moved from the address of 506 Jefferson Park, Jefferson, Louisiana 70121 which was the last known address plaintiff had for the defendant; That the plaintiff has made a due and diligent search for the whereabouts of the defendant, and has been unable to locate a current address for the defendant; That to plaintiff's knowledge, defendant has no agent or other legal representative in the State and no fixed place of residence with a person living there competent to receive service of process, all of which facts are verified by the plaintiff in the attached Affidavit made a part here of as Exhibit "A". It is therefore necessary that the Court appoint an attorney at law to represent the defendant CHARLENE M. ADAMS and upon whom service of all process may be made.

IT IS ORDERED, that Robert G. Creely be appointed as attorney at law to represent the absent defendant CHARLENE M. ADAMS in these proceedings and upon whom service of all process may be made.

Gretna, Louisiana, this 28th day of March, 1994.

Not a appt

MAR 31 1994

S/ MYRA LANDIX

CODED

JUDGE

FAVRET, DEMAREST, RUSSO & LUTKEWITTE
A Professional Law Corporation

CODED

PETER S. THRIFFILEY #12780
Attorney for Plaintiff
1515 Poydras Street, Suite 1400
New Orleans, LA 70112
(504) 561-1006

PLEASE SERVE:
CURATOR APPOINTED TO REPRESENT DEFENDANT

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 460987

DIV. A
JUDGE
L. THOMAS PORTEOUS, JR.

DIV _____

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NATIONAL MORTGAGE CO

vs. *Plaintiff*

JAMES LELAND DAUPHIN (a/k/a JAMES L. DAUPHIN & JAMES DAUPHIN) &

REBECCA TACKETT DAUPHIN (a/k/a REBECCA DAUPHIN)

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing MARCH 11,1994 jff

HP Exhibit 0189 (213)

3626

93-1147

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 460-987 DIVISION "A"

FILED FOR RECORD
94 MAY 13 AM 11 32
DEPUTY CLERK
PARISH OF JEFFERSON, LA.
CODED

NATIONAL MORTGAGE COMPANY

VERSUS

JAMES LELAND DAUPHIN
(A/K/A JAMES L. DAUPHIN AND JAMES DAUPHIN)

AND

REBECCA TACKETT DAUPHIN
(A/K/A REBECCA DAUPHIN)

FILED: _____ _____
DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of National Mortgage Company, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), James Leland Dauphin (a/k/a James L. Dauphin and James Dauphin) and Rebecca Tackett Dauphin (a/k/a Rebecca Dauphin), is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), James Leland Dauphin (a/k/a James L. Dauphin and James Dauphin) and Rebecca Tackett Dauphin (a/k/a Rebecca Dauphin).

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the defendant(s), James Leland Dauphin (a/k/a James L. Dauphin and James Dauphin) and Rebecca Tackett Dauphin (a/k/a Rebecca Dauphin),

CODED

ISSUED Not of appt
MAY 19 1994
DATE S/ MYRA LANDIX
Deputy Clerk

and for all other relief as is just and proper in the premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: _____

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 460-987 DIVISION "A"

NATIONAL MORTGAGE COMPANY

VERSUS

JAMES LELAND DAUPHIN
(A/K/A JAMES L. DAUPHIN AND JAMES DAUPHIN)

AND

REBECCA TACKETT DAUPHIN
(A/K/A REBECCA DAUPHIN)

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert G. Creely attorney at law be and he is hereby appointed curator ad hoc for defendant(s) James Leland Dauphin (a/k/a James L. Dauphin and James Dauphin) and Rebecca Tackett Dauphin (a/k/a Rebecca Dauphin), in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 16th day of May, 1994.

JUDGE

MAY 19 1994

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ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 461887

DIV N A

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

BANCBOSTON MORTGAGE CORP

vs. *Plaintiff*

MARGARET GRACE TREADAWAY RECHTIEN & HENRY JOSEPH RECHTIEN

(a/k/a HENRY J. RECHTIEN) & KATHERINE MCGREW ELLIS & ROBERT LEE ELLIS, SR.

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** MARCH 31,1994 jff

**HP Exhibit 0189 (214)**

3630

94-0273

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DEPUTY CLERK
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 461,887 DIVISION "A

BANCBOSTON MORTGAGE CORPORATION

VERSUS

MARGARET GRACE TREADAWAY RECHTIEN

AND

HENRY JOSEPH RECHTIEN
(A/K/A HENRY J. RECHTIEN)

AND

KATHERINE MCGREW ELLIS

AND

ROBERT LEE ELLIS, SR.

CODED

FILED: _____ _____
DEPUTY CLERK

**MOTION TO APPOINT ATTORNEY AT LAW TO DEFEND SUIT**

On motion of BancBoston Mortgage Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Margaret Grace Treadaway Rechtien, Henry Joseph Rechtien (a/k/a Henry J. Rechtien), Katherine McGrew Ellis and Robert Lee Ellis, Sr., is unknown as appears from the Sheriff's return of the citation of file in these proceeding specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law to represent the defendant(s) Margaret Grace Treadaway Rechtien, Henry Joseph Rechtien (a/k/a Henry J. Rechtien), Katherine McGrew Ellis and Robert Lee Ellis, Sr., in their absence and to defend this suit

ISSUED Re cit. Lasig pct
not of appt
DATE JUN 23 1994
S/ MYRA LANDIX

CODED

on their behalf.

WHEREFORE, mover prays that this Court appoint an attorney at law to represent the defendant(s) Margaret Grace Treadaway Rechtien, Henry Joseph Rechtien (a/k/a Henry J. Rechtien), Katherine McGrew Ellis and Robert Lee Ellis, Sr., in their absence and to defend this suit on their behalf.

Respectfully submitted,

SHAPIRO & KREISMAN

BY: _____

Jane Faia Mentz # 16908
Stacy C. Wheat # 19826
Attorneys for Plaintiff
3850 North Causeway Boulevard
Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 461,887 DIVISION "A

BANCBOSTON MORTGAGE CORPORATION

VERSUS

MARGARET GRACE TREADAWAY RECHTIEN

AND

HENRY JOSEPH RECHTIEN
(A/K/A HENRY J. RECHTIEN)

AND

KATHERINE MCGREW ELLIS

AND

ROBERT LEE ELLIS, SR.

O R D E R

IT IS ORDERED BY THE COURT, that Robert G. Creely attorney at law be and he is hereby appointed to represent defendant(s), Margaret Grace Treadaway Rechtien, Henry Joseph Rechtien (a/k/a Henry J. Rechtien), Katherine McGrew Ellis and Robert Lee Ellis, Sr., in these proceedings and defend this suit, and that he/she be cited to appear and answer the petition on their behalf.

Gretna, Louisiana, this 14th day of June, 1994.

CODED

FILMED

JUN 17 1994

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

PLEASE SERVE:

ATTORNEY AT LAW APPOINTED
TO REPRESENT THE ABSENT
DEFENDANT(S) MARGARET GRACE TREADAWAY RECHTIEN, HENRY JOSEPH RECHTIEN (A/K/A HENRY J. RECHTIEN), KATHERINE MCGREW ELLIS, AND ROBERT LEE ELLIS, SR.

Nº 464107

DIV

DIV. A
JUDGE
& TRIAL PRESIDENT

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

HIBERNIA NATIONAL BANK

vs.

*Plaintiff*

COREY T. WARMINGTON & MONICA JAMES WARMINGTON

*Defendant*

J. DONALD MORGAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing MAY 26,1994 jff

HP Exhibit 0189 (215)

3634

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DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

CODED

HIBERNIA NATIONAL BANK

VERSUS

COREY T. WARMINGTON and MONICA JAMES WARMINGTON

NUMBER 464107 DIVISION ___

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FILED FOR RECORD
1994 MAY 26 PM 2 14
DEPUTY CLERK
PARISH OF JEFFERSON

**PETITION FOR EXECUTORY PROCESS WITHOUT APPRAISEMENT AND WITHOUT NOTICE TO PAY**

The petition of Hibernia National Bank, a national banking organization domiciled in Orleans Parish, Louisiana, respectfully represents as follows:

1.

The defendants herein are Corey T. Warmington, who is a resident of Jefferson Parish, Louisiana; and Monica James Warmington, whose address is unknown to petitioner; all of the full age of majority.

2.

Defendants are indebted, in solido, to plaintiff in the sum of TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-NINE AND 70/100 ($28,179.70) DOLLARS, together with interest thereon at the rate of Eight and 45/100 (8.45%) percent per annum from October 1, 1993, until paid, together with Twenty-five (25%) percent additional upon the total amount due as stipulated attorney's fees, and for all costs of these proceedings, for the following reasons.

3.

Plaintiff is the holder and owner of one (1) promissory note made and executed by defendants, Corey T. Warmington and Monica James Warmington, dated June 28, 1991, in the principal amount of TWENTY-EIGHT THOUSAND SEVEN HUNDRED AND NO/100 ($28,700.00) DOLLARS, payable to the order of HIBERNIA NATIONAL BANK, in monthly installments of principal and interest of Two Hundred Nineteen and 66/100 ($219.66) Dollars commencing on the first day of August, 1991, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of July, 2021, stipulating Eight and 45/100 (8.45%) percent per annum interest on the unpaid balance until paid and stipulating Twenty-five (25%) percent additional on both principal and interest due, as attorney's fees; which original note, referred to herein as the "mortgage note" is attached hereto and made a part hereof, and to which special reference is made for more specific proof.

MAY 31 1994
file note + mortgage in vault
MX

ISSUED not of suppt
DATE MAY 31 1994
S/ KYRA LANDIX
Deputy Clerk

CODED
464107

4.

The mortgage note was paraphed "Ne Varietur" by James G. Sax, Notary Public, on June 28, 1991, to identify it with an act of mortgage, executed on the same day by the said makers of the mortgage note, granting to and in favor of any future holder of the mortgage note a vendor's lien and privilege, in the same sum as the mortgage note, bearing upon the following described property to secure the payment of the mortgage note:

> THAT CERTAIN PIECE OR PORTION 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 Parish of Jefferson, State of Louisiana, in Section 7, Township 14 South, Range 23 East, Located in **ESTELLE HEIGHTS SUBDIVISION, EXTENSION NO. 2**, according to a plan of subdivision of William Maier, C.E., dated September 30, 1967, approved by the Jefferson Parish Council on November 30, 1967, under Ordinance Number 8564, and is on file in the Office of Clerk of Court, Jefferson Parish, in Plan Book 60, as Plan No. 25, the said Lot is designated and measures as follows:
>
> **LOT 41, SQUARE 14**, which square is bounded by Jimmy Dean Drive, Ames Boulevard, Isabelle Drive and Yvonne Drive, and measures 50' front on Jimmy Dean Drive, the same width in the rear, by a depth of 100' between equal and parallel lines, and according to a survey made by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated December 20, 1985. Said Lot has the same designation, location and dimensions as mentioned above, except said lot is shown to commence at a distance of 130.39 feet from the corner of Jimmy Dean Drive and Yvonne Drive. All as more fully shown on a survey by Gilbert, Kelly & Couturie, Inc., Surveying and Engineering, dated April 22, 1991. The improvements thereon bear the Municipal Number 2772 Jimmy Dean Drive, Marrero, Louisiana 70072.

A certified copy of said mortgage is attached hereto and made a part hereto and to which special reference is made for more specific proof. Said mortgage was filed of record in the office of the Clerk of Court for the Parish of Jefferson, Louisiana, on July 9, 1991, as Instrument Number 9129757, MOB 2970, folio 268.

5.

By an Act of Correction dated May 17, 1994, a blank endorsement executed by Hibernia National Bank was corrected and canceled, in that Hibernia National Bank remains the holder and owner of the mortgage note. The original of this act is attached hereto and made a part hereof and to which special referenced is made for more specific proof. In addition, the mortgage note was paraphed for identification with said act of correction.

6.

In the mortgage, the makers of the mortgage note consented that in the event of a thirty (30) day default in the payment of the note or any installment thereon, or in the event of a failure to comply with any of the obligations enumerated therein, the whole indebtedness

secured thereby shall, at the option of the mortgagee, become due and payable, and, except where the default consists of the sale or transfer of the property without the consent of the mortgagee, the said mortgagee shall have the right to cause the property herein mortgaged, together with all the improvements thereon, to be seized and sold under executory or other process issued by any competent court or to proceed with the enforcement of its rights in any other manner provided by law, the said mortgagor expressly confessing judgment in favor of the mortgagee and waiving the benefit of all laws relative to the appraisement of property seized and sold under executory or other process and further specifically waiving the three-day notice to pay as provided for in Article 2639 of the Louisiana Code of Civil Procedure. Plaintiff herein specially pleads each and all of the stipulations and the provisions of the act of mortgage and mortgage note as fully and completely as though the whole and each of them were copied herein, particularly the express waiver of the benefit of appraisement and notice to pay as written therein.

7.

The mortgage is subject to credits on the principal in the total sum of FIVE HUNDRED TWENTY AND 30/100 ($520.30) DOLLARS, leaving an unpaid remainder of the principal of said mortgage note in the sum of TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-NINE AND 70/100 ($28,179.70) DOLLARS, with interest paid and credited up to October 1, 1993.

8.

The installment provided for in the note which was due and payable on the first day of November, 1993, and those due thereafter, have not been paid. Amicable demand has been made on the defendants, in accordance with the terms of the mortgage, but to no avail, and therefore plaintiff has exercised and does exercise its option to declare the entire principal sum, interest, attorney's fees, escrow deficiencies, and all costs due an payable. Defendants have not paid these amounts, and, as such, said amounts are presently in default and thus remain due and payable.

9.

On information and belief, petitioner alleges that Monica James Warmington, defendant in these proceedings, is an absentee, being absent and not represented in this state. A representative on behalf of the plaintiff has advised that a thorough search of plaintiff's records, as well as public records and other informational sources available, has failed to provide plaintiff

with any other information regarding the whereabouts of Monica James Warmington. Therefore, an attorney at law should be appointed to represent Monica James Warmington under the provisions of the Louisiana Code of Civil Procedures.

10.

Plaintiff does not desire to exercise its right to claim any deficiency which may be left unpaid after the sale of this property and, to that end, desires to have the property sold without benefit of appraisement.

**WHEREFORE**, the premises and annexed documents being considered, plaintiff, Hibernia National Bank, prays that an attorney at law be appointed to represent Monica James Warmington, and further prays for an order of executory process and a writ of seizure and sale immediately issued herein, and accordingly, the Sheriff of the Parish of Jefferson be directed to seize and, after due service of notice of seizure, advertisements, delays, requisites and formalities, to sell at public auction, without appraisement, and to the highest bidder for cash payable immediately upon adjudication, the property described in the mortgage, to pay and satisfy the claim of Hibernia National Bank in the principal sum of TWENTY-EIGHT THOUSAND ONE HUNDRED SEVENTY-NINE AND 70/100 ($28,179.70) DOLLARS, together with interest thereon at the rate of Eight and 45/100 (8.45%) percent per annum from October 1, 1993, until paid, together with Twenty-five (25%) percent additional upon the total amount due as stipulated attorney's fees, and for all costs of these proceedings.

By Attorneys,

KIZER, HOOD & MORGAN, L.L.P.

BY: _____

J. Donald Morgan, Bar Roll #14245
748 Main Street
Baton Rouge, Louisiana 70802-5526
(504) 387-3121

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

HIBERNIA NATIONAL BANK

VERSUS

COREY T. WARMINGTON and MONICA JAMES WARMINGTON

NUMBER _____ DIVISION____

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FILED

26

DEPUTY CLERK

CODED 2

**VERIFICATION**

STATE OF LOUISIANA

PARISH OF EAST BATON ROUGE

**BEFORE ME**, the undersigned authority, personally came and appeared **J. Donald Morgan,** who being first duly sworn, deposed that he is the attorney for the plaintiff in the above and foregoing petition, and as such, duly authorized to execute this affidavit; that he has read the petition and all of the allegations of fact contained in it are true and correct, to the best of his knowledge, information and belief.

Affiant alleges that the signature(s) affixed to the documents attached to or identified in the foregoing petition are genuine to the best of the information, knowledge, or the belief of the affiant.

To the best of my knowledge, information and belief, the defendants, Corey T. Warmington and Monica James Warmington, are not in the military service, and, therefore, the provisions of the Soldiers and Sailors Civil Relief Act (50 USC App. Sec. 520, et seq.), as amended, do not apply.

J. DONALD MORGAN

SWORN TO AND SUBSCRIBED before me,

this 25th day of May, 1994.

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

HIBERNIA NATIONAL BANK

VERSUS

COREY T. WARMINGTON and MONICA JAMES WARMINGTON

NUMBER _____ DIVISION___

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**ORDER**

The foregoing petition, attached documents, and affidavit being considered:

**LET** Robert G. Creely, an attorney at law admitted to practice before this court, whose address is 901 Derbigny St. and whose telephone number is 367-8181 be and said attorney is hereby appointed to represent the defendant herein, Monica James Warmington;

**FURTHER IT IS ORDERED** that executory process be issued herein as prayed for and according to law; and a writ of seizure and sale be issued herein immediately to the Sheriff of the Parish of Jefferson, Louisiana, commanding him to seize immediately the said property and proceed to the sale thereof, **without benefit of appraisement**, according to law, to satisfy the demand of plaintiff.

Gretna, Louisiana, this 27th day of May, 1994.

CODED

JUDGE, 24TH JUDICIAL DISTRICT COURT

FILMED

MAY 31 1994

PLEASE SERVE THE FOLLOWING WITH NOTICE OF SEIZURE:

(1) **Corey t. Warmington**
2772 Jimmy Dean Drive
Marrero, Louisiana 70072

(2) **Monica James Warmington**
Through the attorney at law appointed to represent her.

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**PROPERTY LOCATED AT:**

2772 Jimmy Dean Drive
Marrero, Louisiana 70072

**SEIZURE INFORMATION:**

Seizure to be effected by Constructive Seizure pursuant to La.-R.S. 13:3851, et seq.

464107

№ 464338

DIV. A
JUDGE
L. THOMAS PORTEOUS, JR.

DIV _____

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FEDERAL NATIONAL MORTGAGE ASSOC

*Plaintiff*

vs.

JAMES P. DABON, JR. & RITA TUEY BARTLETT, w/o & JON G. BARTLETT

*Defendant*

IRA J. MIDDLEBERG

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JUNE 2,1994 jff

3641

HP Exhibit 0189 (216)

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250

LN 1513-1396/LOAN NO. 15-25-02642

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

CODED

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 464-338

DIVISION

FILED FOR RECORD
'94 JUN 2 PM 1 35
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

CODED

FEDERAL NATIONAL MORTGAGE ASSOCIATION

VERSUS

JAMES P. DABON, JR. AND
RITA TUEY BARTLETT, WIFE OF/AND JON G. BARTLETT

**PETITION FOR EXECUTORY PROCESS ON MORTGAGE NOTE**

JUN 08 1994
file note & mortgage in vault
hg

The petition of FEDERAL NATIONAL MORTGAGE ASSOCIATION, a privately owned, federally chartered corporation, created by Congress, and authorized to do and doing business in the Parish of Jefferson, State of Louisiana, with respect represents that:

1.

Defendant, James P. Dabon, Jr. is a person of the full age of majority and a resident of the Parish of Jefferson, State of Louisiana.

Defendants, Rita Tuey Bartlett and Jon G. Bartlett are persons of the full age of majority whose whereabouts are unknown to petitioner.

2.

The defendants are jointly, severally and solidarilly liable unto petitioner for the following reasons, to-wit:

3.

Petitioner is the holder and owner in due course for valuable consideration and before maturity of a certain promissory note executed by Rita Tuey Bartlett and Jon G. Bartlett, payable to the order of "OURSELVES" and endorsed by the said Rita Tuey Bartlett and Jon G. Bartlett, in the principal sum of SEVENTEEN THOUSAND THREE HUNDRED AND NO/100 ($17,300.00) DOLLARS, dated July 10, 1970, payable in monthly installments, including principal and interest,

Not of appt
JUN 0 9 1994
S/ MYRA LANDIX

464338
CODED

beginning September 1, 1970 and on the first day of each month thereafter until principal and interest are fully paid, the last monthly payment, if not sooner paid, being due and payable on August 1, 2000, and which note bears interest at the rate of 8.50% per annum on the unpaid balance from date, and which note was paraphed "Ne Varietur" for identification with and secured by an Act of Vendor's Lien dated July 10, 1970, passed before Claude J. Champagne, Notary Public and two witnesses and recorded in MOB 718 folio 466 of the official records for the Parish of Jefferson, State of Louisiana. The original of said note is attached hereto and made a part hereof and marked "P-1" for identification. A certified true copy of the Act of Vendor's Lien is attached hereto and made a part hereof and marked "P-2" for identification.

4.

Further, Lomas & Nettleton West, Inc. did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Lomas & Nettleton Financial Corporation, by Notarial Endorsement and Assignment of Mortgage Note, in authentic form, dated August 26, 1970, executed by C.A. Abright, Vice President, and passed before Sue Rogers, Notary Public and two witnesses. A certified true copy of said Notarial Endorsement and Assignment of Mortgage Note is attached hereto and made a part hereof and marked "P-3" for identification.

5.

Further, Lomas & Nettleton Financial Corporation did assign, transfer, convey and deliver all of its rights, title and interest in and to the above described promissory note unto Federal National Mortgage Association, by Notarial Endorsement and Assignment of Mortgage Note, in authentic form, dated August 26, 1970, executed by C.A. Abright, Vice President, and passed before Sue Rogers, Notary Public and two witnesses. A certified true copy of said Notarial Endorsement and Assignment of Mortgage Note is attached hereto and made a part hereof and marked "P-4" for identification.

6.

James P. Dabon, Jr. did assume the indebtedness evidenced by the aforesaid note and acquired the property described hereinbelow

from Rita Tuey Bartlett and Jon G. Bartlett, by Act of Sale and Assumption dated January 11, 1974, and passed before Arthur G. Kingsmill, Notary Public and two witnesses and which Act of Sale and Assumption was duly recorded in MOB 627 folio 372 of the official records for the Parish of Jefferson, State of Louisiana. A certified true copy of the Act of Sale and Assumption is attached hereto and made a part hereof and marked "P-5" for identification.

7.

By virtue of the aforementioned act(s), defendants did specially mortgage, affect and hypothecate unto and in favor of your petitioner, and any other holder or holders of said note, the following described property situated in the Parish of Jefferson, State of Louisiana, to-wit:

> THAT CERTAIN PIECE OR PORTION 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 Parish of Jefferson, in the State of Louisiana, in that part thereof known as CLAIBORNE GARDENS SUBDIVISION, said portion being designated as LOT 9 of SQUARE 101. According to a plan by Rene A. Harris, C.E., dated July 8, 1970, Square 101 is bounded by East Claiborne Parkway, Cabildo Lane, 2 15-foot Walkway separating Square 101 from Square 103, and Lot 10 of Square 101. Lot 9 commences at a distance of 512.59 feet from Cabildo Lane and the 15-foot walkway separating Square 101 from Square 103, and measures thence 60.38 feet front on Cabildo Lane, with a width in the rear of 60 feet, by a depth of 121.43 feet on the side line closer to the 15-foot walkway separating Square 101 from Square 103, and a depth of 128.19 feet on the opposite side line.
>
> The improvements thereon bear the municipal number 9429 Cabildo Lane.

8.

By virtue of the act referred to in Paragraph 3 hereinabove, defendants confessed judgment upon the note, and consented that if the same was not paid in accordance with the terms and stipulations of said note and the aforesaid act(s), the property might be seized and sold under executory process, for cash and **without appraisement**, defendants having waived the demand for payment as provided for in Louisiana Civil Code of Procedure Article 2639.

9.

The defendants have failed to pay the installment due November 1, 1993 and all subsequent installments due under said note.

10.

The defendants are therefore in default under the terms and conditions of the aforesaid note and act(s).

11.

Therefore, FEDERAL NATIONAL MORTGAGE ASSOCIATION has exercised its right of acceleration as the holder of the aforesaid note and declares the entire balance of said note due and payable, which balance consists of unpaid principal in the amount of $8,184.73, interest at the rate of 8.50% per annum from October 1, 1993, until paid, together with 10% attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

12.

By virtue of the terms of the aforementioned note and act(s), defendants agreed to pay 10% attorney's fees for the attorney at law who might be employed to institute proceedings to recover the amounts due under said note.

13.

This Court has jurisdiction over the property affected and encumbered by the act described in Paragraph 3 hereinabove; but because defendants, Rita Tuey Bartlett and Jon G. Bartlett, are absentees who cannot be served personally with process, an attorney at law should be appointed to represent them.

14.

In accordance with the terms of said Act of Vendor's Lien, defendants waived any and all notice of demand.

WHEREFORE, the premises annexed and documents considered, petitioner prays for an order of executory process herein, and that a writ of seizure and sale issue herein directing the Sheriff for the Parish of Jefferson, State of Louisiana, to seize and sell, after due advertisements, delays, requisites and formalities, the property hereinabove described, for cash and **without appraisement**, to pay and satisfy the claim of your petitioner in the principal sum of $8,184.73, with interest at the rate of 8.50% per annum from

October 1, 1993 until paid, together with 10% attorney's fees, together with all sums advanced for taxes and/or insurance; late charges; property preservation expenses; court costs expended; and sheriff's costs and commissions; as well as any and all other costs incurred in the prosecution of this matter.

Petitioner further prays that out of the proceeds of the sale, it be paid in preference and priority over all other persons and entities.

Petitioner further prays that an attorney at law be appointed to represent the absent defendants in this proceeding.

MIDDLEBERG, RIDDLE & GIANNA
201 ST. CHARLES AVENUE - 31ST FLOOR
NEW ORLEANS, LOUISIANA 70170-3100
TELEPHONE: (504) 525-7200
ATTENTION: FORECLOSURE DEPARTMENT

IRA J. MIDDLEBERG
BAR NO. 9640

PLEASE SERVE NOTICE OF SEIZURE ON:

JAMES P. DABON, JR.
9429 CABILDO LANE
WESTWEGO, LA. 70094

RITA TUEY BARTLETT AND
JON G. BARTLETT
THROUGH COURT APPOINTED COUNSEL

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**O R D E R**

CONSIDERING THE FOREGOING,

LET executory process issue herein as prayed for and according to law.

FURTHER, LET Robert G. Creely, attorney at law, be appointed to represent the absent defendants, Rita Tuey Bartlett and Jon G. Bartlett, in this proceeding.

GRETNA, LOUISIANA, this 3rd day of June, 1994.

JUDGE

FILMED JUN 6 1994

CODED

№ 465007

DIV. A

DIV. A JUDGE E. THOMAS PORTEUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

GE CAPITAL ASSET MANAGEMENT CORP.

*Plaintiff*

vs.

SADIE SHANNON MOSES (a/k/a SADIE MOSES) & FREDDY MOSES

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** JUNE 17,1994 jff

3647

HP Exhibit 0189 (217)

93-0947

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 465-007 DIVISION "A"

FILED FOR RECORD '94 OCT 5 AM 11 12 DEPUTY CLERK PARISH OF JEFFERSON, LA.

GE CAPITAL ASSET MANAGEMENT CORPORATION

VERSUS

SADIE SHANNON MOSES
(A/K/A SADIE MOSES)

AND

FREDDY MOSES

CODED

FILED: _____ _____
DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of GE Capital Asset Management Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Sadie Shannon Moses (a/k/a Sadie Moses) and Freddy Moses, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Sadie Shannon Moses (a/k/a Sadie Moses) and Freddy Moses.

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the defendant(s), Sadie Shannon Moses (a/k/a Sadie Moses) and Freddy Moses, and for all other relief as is just and proper in the

ISSUED: Atty to appt.
DATE: OCT 13 1994
S/ MYRA LANDIX
CODED

premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: _____

JANE FAIA NENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 465-007 DIVISION "A"

GE CAPITAL ASSET MANAGEMENT CORPORATION

VERSUS

SADIE SHANNON MOSES
(A/K/A SADIE MOSES)

AND

FREDDY MOSES

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert D. McCeely attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Sadie Shannon Moses (a/k/a Sadie Moses) and Freddy Moses, in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 12th day of October, 19 94.

CODED

FILMED OCT 13 1994

JUDGE

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 465042

DIV. DIV. JUDGE

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

IN RE: INTERDICTION OF EDNA TANNER DRIVER

vs.

*Plaintiff*

*Defendant*

FRANK P. BATTARD

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JUNE 20,1994 jff

HP Exhibit 0189 (218)

3651

TWENTY-FOURTH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 465-042 DIVISION "A" DOCKET

IN RE: INTERDICTION OF EDNA TANNER DRIVER

FILED: _____ _____
Deputy Clerk

FILED FOR RECORD
94 AUG 9 AM 9:44
CLERK OF COURT
PARISH OF JEFFERSON, LA.

**MOTION AND ORDER TO APPOINT ATTORNEY TO REPRESENT DEFENDANT**

D01

On motion of Debra Tanner Moore, niece of Edna Tanner Driver, through her undersigned counsel, and on suggesting to the Court that, as will appear from the sheriff's return of record in these proceedings, the defendant was personally served with citation on July 5, 1994; that the delay for answering has expired; and that the defendant has made no appearance in these proceedings.

IT IS ORDERED by the Court that:

1. Robert L. Crosby Esq., Attorney at Law, is appointed to represent the defendant, Edna Tanner Driver, in these proceedings; and

2. Citation and a certified copy of the Petition and Order in this matter be served on the attorney at law appointed above to represent the defendant.

Gretna, Louisiana, this 9th day of August, 1994.

CODED

JUDGE

RESPECTFULLY SUBMITTED:

Frank P. Battard
VOELKER & BATTARD
Attorneys for Petitioners
3850 N. Causeway Blvd.
Suite 1330
Metairie, LA 70002
(504)-836-7055
Bar No. 2850

FILED
AUG 10 1994

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

ISSUED Not a appt w/out fee
DATE AUG 12 1994
S/ MYRA LANDIX
Deputy Clerk

CODED

Nº 465086

DIV

DIV. A
JUDGE
G. THOMAS PORTEROS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FLEET MORTGAGE CORP.

*Plaintiff*

vs.

DAVID SINGLETON, ET UX

*Defendant*

CHARLES H.RYAN

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing ~~JUNE 17,1994 jff~~

HP Exhibit 0189 (219)

3653

STATE OF LOUISIANA * PARISH OF JEFFERSON

TWENTY-FOURTH JUDICIAL DISTRICT COURT

FLEET MORTGAGE CORP. FILED:

VS. NO. 465-086 DIVISION "A"

DAVID SINGLETON, ET UX BY:

(DY) CLERK OF COURT

FILED FOR RECORD

94 AUG 25 AM 10:30

CLERK OF COURT PARISH OF JEFFERSON, LA.

**MOTION TO APPOINT ATTORNEY TO REPRESENT ABSENTEES**

NOW INTO COURT, through undersigned counsel, comes FLEET MORTGAGE CORP., Plaintiff in the above entitled and numbered proceedings, and respectfully represents that:

CODED

1.

The Sheriff has been unable to locate or serve the defendant(s),DAVIDSINGLETON and WANDA GROSS SINGLETON, in the Parish of Jefferson, or in the State of Louisiana despite a diligent search and has made a return or report to the court to this effect. Plaintiff is informed, believes and so pleads that said defendant(s) are non-resident(s) of the State of Louisiana, or persons whose whereabouts are unknown and whose whereabouts cannot be discovered after a diligent search; or in the alternative, that said defendant(s) are absentee(s) who have concealed themselves to avoid service of process, and further, that defendant(s) have not appointed an agent or legal representative to represent them in this state.

2.

The last known whereabouts of the defendant(s) was 3720 Chadwood Drive, Harvey, LA 70058.

3.

It is necessary that an Attorney-at-Law be appointed by the court to represent the absentee defendant(s) in accordance with CCP Article 2674 to receive the notice of seizure and any other services on behalf of the absentee defendant(s).

WHEREFORE, PLAINTIFF PRAYS that an Attorney-at-Law be appointed to represent the absentee defendant(s) in these proceedings and that said defendant(s), DAVID SINGLETON and WANDA GROSS SINGLETON. be served with the notice of seizure and all other

ISSUED not of appt / not of demand

DATE SEP 06 1994

S/ MYRA LANDIX

CODED

notices and citations required or permitted by law through said Attorney-at-Law in the manner and form provided by law.

Respectfully submitted,

BOLES, BOLES & RYAN
Attorneys at Law
P. O. Drawer 2065
Monroe, LA 71207-2065
(318) 388-4050

BY: _____
Charles H. Ryan
Bar No. 12557

STATE OF LOUISIANA

PARISH OF OUACHITA

BEFORE ME, the undersigned legal authority in and for said Parish and State, personally came and appeared CHARLES H. RYAN, who first being duly sworn, did depose and say: That he is one of the attorneys for the plaintiff in the above and foregoing motion and that all of the allegations of fact contained therein are true and correct to the best of his knowledge, information and belief.

_____
Charles H. Ryan

SWORN TO AND SUBSCRIBED before me, Notary, this 22nd day of August, 1994.

_____
NOTARY PUBLIC

ORDER

IT IS ORDERED that _____, Attorney-at-Law be, and he is hereby appointed to represent the absentee defendant(s), DAVID SINGLETON and WANDA GROSS SINGLETON, and that said defendant(s) be served through said Attorney-at-Law with the Notice of Seizure and all other notices and citations required or permitted by law.

Gretna, Louisiana, this 29th day of August, 1994.

CODED

_____
JUDGE, DISTRICT COURT

CHR/acs #33885
FMC Loan No. 7711296

SEP 2 1994

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

_____
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 465427

DIV A

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

THE U.S. SECRETARY OF VETERANS AFFAIRS

vs.

*Plaintiff*

WINFRED JOHNS & BRUNETTA JOHNSON, DIVORCED W/o WINFRED JOHNS,

NOW WIFE OF CHARLES RILEY

*Defendant*

ABBEY A. MACK

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JUNE 28,1994 jff

3656

HP Exhibit 0189 (220)

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 465-427 DIVISION

THE U. S. SECRETARY OF VETERANS AFFAIRS

VS.

WINFRED JOHNS AND BRUNETTA JOHNSON, DIVORCED WIFE OF WINFRED JOHNS, NOW WIFE OF CHARLES RILEY

FILED: _____ _____ DEPUTY CLERK

DIV. A JUDGE CODED S. THOMAS PORTEOUS, JR. FILED FOR RECORD 94 JUN 28 AM 10 29 DEPUTY CLERK PARISH OF JEFFERSON, LA.

PETITION FOR EXECUTORY PROCESS

The Petition of the U. S. Secretary of Veterans Affairs, formerly known as The Administrator of Veterans Affairs, an officer of the United States of America, whose principal office and post address is: Veterans Administration, Washington, D.C. 20420, and his successors in such office, respectfully represents:

1.

Petitioner is the holder and owner of valuable consideration and before maturity of that certain promissory note, subscribed and executed by Brunetta Johnson Johns and Winfred Johns, defendants herein, (the original of which is attached hereto and made a part hereof as Exhibit "P-1"), which said note is dated November 18, 1986, in the original principal sum of Thirty-Eight Thousand Dollars ($38,000.00), with principal and interest payable at the rate of ten (10%) percent per annum from date until paid, and providing that said note shall bear reasonable attorney's fees, actually incurred by holder of said note, which said note is secured and is officially paraphed "NE VARIETUR" to identify it with an Act of Mortgage/Credit Sale, (a certified copy of which is attached hereto and made a part hereof as Exhibit "P-2"), passed before Charles D. Lancaster, Jr., Notary Public, dated November 18, 1986, and recorded in the Parish of Jefferson, State of Louisiana, at MOB 1751, folio 162, of the mortgage records of the said Parish. Said note is payable to the order of the Administrator of Veterans Affairs and is secured by said Act of Mortgage in favor of the

JUL 11 1994 file note & mortgage in unit

ISSUED Not of appt 465427

DATE JUL 11 1994 CODED

S/ MYRA LANDIX

Deputy Clerk

Administrator of Veterans Affairs on the following described property, to-wit:

> THAT CERTAIN LOT OF GROUND, together with all the buildings and improvements thereon and all of the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that subdivision thereof known as WESTMINSTER PARK EXTENSION NO. 2 SUBDIVISION, as shown on a survey of J. J. Krebs & Sons, Inc., C.E.&S., dated October 30, 1978, approved by the Jefferson Parish Council under Ordinance No. 13781, adopted on March 7, 1978, registered in COB 952, folio 429, and also according to the survey of J. J. Krebs & Sons, Inc., dated September 22, 1980, resurveyed October 16, 1980 and resurveyed March 16, 1981.
>
> LOT 21, SQUARE 9, which said square is bounded by Westminster Boulevard, Rue Louis Phillipe, Parcel C-1 and Westminster Park Subdivision (side). Said Lot No. 21 commences at a distance of 333.29 feet from the first point of curvature of Westminster Blvd., into Rue Louis Phillipe and measures thence 60 feet front on Westminster Blvd., same width in the rear, by depth of 150' on each sideline.

2.

In the above described Act of Mortgage, the said mortgagors confessed judgment upon said note and mortgage and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash, with or without appraisement, and without the necessity of legal demand for payment or putting in default. The said Act of Mortgage further provides that said mortgagor does not have the right to sell the property to the prejudice of said act and includes the "pact de non alienando." The said act further provides that the mortgagor will pay the reasonable fees of the attorney employed to collect the said note and mortgage, which said fees having been actually incurred by the holder of said note, your plaintiff herein. Said mortgagors have likewise waived all homestead exemptions.

3.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof, shall remain unpaid on the date when such installment is due, that the

said note would be in default and the holder of the note and mortgage shall have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing, together with said attorney's fees.

4.

Petitioner avers that neither the monthly installment due April 1, 1993, nor any installment subsequently due has been paid. The monthly installment is Three Hundred Ninety-Eight Dollars ($398.00) and this includes principal, interest, taxes and insurance. The unpaid principal balance is Thirty-Seven Thousand Two Hundred Dollars and Thirty-Eight Cents ($37,200.38). Interest on the unpaid principal balance accrues at the rate of ten (10%) percent per annum from March 1, 1993, until paid. Late charges accrue at the rate of four (4%) percent of the installment amount which is Fifteen Dollars and Ninety-Two Cents ($15.92) per month from April 1, 1993, until paid. Because of said default, the entire principal balance in the sum of Thirty-Seven Thousand Two Hundred Dollars and Thirty-Eight Cents ($37,200.38), together with interest at the rate of ten (10%) percent per annum thereon from March 1, 1993, reasonable attorney's fees and all costs of this proceeding are due, owing and unpaid.

5.

Subject instruments, security, lien and indebtedness secured hereby were acquired by Assignments of Note and Mortgage, as evidenced on the reverse of the note, which are as follows:

a) Assignment from the Administrator of Veterans Affairs, now known as the U. S. Secretary of Veterans Affairs, to National Mortgage Company, dated June 2, 1987, Act before Paul H. Cassou, Notary Public. (Exhibit "P-3")

b) Assignment from National Mortgage Company to The Secretary of Veterans Affairs, dated November 15, 1990, Act before Edwin S. Atkeison, Notary Public. (Exhibit "P-4")

6.

Due to clerical errors contained on the Act of Assignment from

National Mortgage Company to the Secretary of Veterans Affairs, a Ratification and Confirmation of Notarial Endorsement and Assignment of Mortgage Note was executed by the Assistant Vice-President of National Mortgage Company, Act before Paula Foster, Notary Public, dated June 24, 1994, the original of which is annexed hereto and made a part hereof as Exhibit "P-5".

7.

Petitioner alleges that the defendants herein are not in the military service of the United States of America or any of its allies.

8.

Petitioner alleges on its best information and belief that the defendant, Winfred Johns, whose last known address is Route 2, Box 170, Smithdale, Mississippi 39664, is absent and unrepresented. Therefore, pursuant to Louisiana Code of Civil Procedure Article 2672, Section 2, the Court should appoint an attorney at law to represent the absent defendant, Winfred Johns.

9.

Defendant, Brunetta Johnson Johns Riley, filed Chapter 13 Bankruptcy proceedings in the U.S. Bankruptcy Court for the Eastern District of Louisiana, Case No. 93-12363. An order lifting the automatic stay on the above property was signed on May 20, 1994 by the U.S. Bankruptcy Judge for the Eastern District of Louisiana. A certified copy of the Order is annexed hereto and marked Exhibit "P-6".

10.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, Petitioner prays that an order of EXECUTORY PROCESS issue herein; that immediately, a Writ of Seizure and Sale issue herein, directing the Sheriff of the Parish of Jefferson to seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above Act of Mortgage, to sell

the said property above described according to law, for cash and WITH BENEFIT OF APPRAISEMENT, and to pay and satisfy the claims of your Petitioner in the full sum of Thirty-Seven Thousand Two Hundred Dollars and Thirty-Eight Cents ($37,200.38), together with interest thereon at the rate of ten percent (10%) per annum from March 1, 1993, until paid, together with reasonable attorney's fees actually incurred by Petitioner; and all sums advanced for taxes and/or insurance; late charges; property preservation expenses and all costs of this proceeding; and that out of the proceeds of said sale, Petitioner be paid the amount of said claim by preference and priority over all other persons whomsoever.

Petitioner further prays that an attorney at law be appointed by this Honorable Court to represent the absent defendant, Winfred Johns.

Petitioner further prays for all general and equitable relief.

ABBEY A. MACK
Attorney for Plaintiff
P. O. Box 382
Destrehan, Louisiana 70047
Telephone: (504) 525-2100
Bar Roll No. 9621

PLEASE SERVE:

Brunetta Johnson Johns Riley
1820 Westminster Boulevard
Marrero, Louisiana 70072

and

Attorney ad hoc appointed
to represent the absent defendant,
Winfred Johns

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. DIVISION " "

THE U. S. SECRETARY OF VETERANS AFFAIRS

VS.

WINFRED JOHNS AND BRUNETTA JOHNSON, DIVORCED WIFE OF WINFRED JOHNS, NOW WIFE OF CHARLES RILEY

FILED JUN 28 1994 DEPUTY CLERK

FILED: _____ _____ DEPUTY CLERK

A F F I D A V I T

STATE OF LOUISIANA

PARISH OF ORLEANS

BEFORE ME, the undersigned authority, personally came and appeared:

**ABBEY A. MACK,**

attorney for the U. S. Secretary of Veterans Affairs, who, upon being duly sworn, did depose and say that she is the attorney for the U. S. Secretary of Veterans Affairs, and as such, is familiar with the account of: **Brunetta Johnson Johns Riley and Winfred Johns**, Account No. 21-4-7154, which said account has a principal balance of Thirty-Seven Thousand Two Hundred Dollars and Thirty-Eight Cents ($37,200.38), plus interest at the rate of ten (10%) percent per annum, from March 1, 1993, until paid; and moreover that she has read the above and foregoing Petition and that all of the facts and allegations therein contained are true and correct. Appearer further alleges that on its best information and belief, the defendants in this proceeding are not in the military service of the United States of America or any of its allies.

ABBEY A. MACK

SWORN TO AND SUBSCRIBED BEFORE ME, NOTARY, THIS 28TH DAY OF June, 1994.

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

465127

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. DIVISION " "

THE U. S. SECRETARY OF VETERANS AFFAIRS

VS.

WINFRED JOHNS AND BRUNETTA JOHNSON, DIVORCED WIFE OF WINFRED JOHNS, NOW WIFE OF CHARLES RILEY

FILED: _____ _____
DEPUTY CLERK

O R D E R

Considering the allegations of the foregoing Petition and Exhibits annexed thereto, let Robert D. Creely, attorney at law, be appointed to represent the absent defendant, Winfred Johns, and let an Order of Executory Process issue herein, as prayed for and according to law.

Gretna, Louisiana, this 7th day of July, 1994.

CODED

J U D G E

FILMED
JUL 8 1994

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

465427

№ 465445

DIV

DIV. N
JUDGE
SUSAN CHEHARDY

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

UNITED STATES OF AMERICA

*Plaintiff*

vs.

RICHARD ALBERT VINCENT & SHARON LYNN LANDRY VINCENT

*Defendant*

WILLIAM D. O'REGAN, III

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** JUNE 28,1994 jff

3664

HP Exhibit 0189 (221)

CODED

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

465445

UNITED STATES OF AMERICA
...Plaintiff

v.

RICHARD ALBERT VINCENT and
SHARON LYNN LANDRY VINCENT
...Defendant

Civil Docket #

Division ""

DIV. A
JUDGE
G. THOMAS PORTEOUS, JR.

'94 JUN 28 PM 1 11

Filed Deputy Clerk

PETITION

The petition of the United States of America, through undersigned counsel, with respect represents:

I.

This is a civil action brought by the United States of America, through its agency and instrumentality, the Farmers Home Administration, United States Department of Agriculture.

II.

For valuable consideration and to obtain a Rural Housing Loan from the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, the defendants executed and delivered to plaintiff, a certain promissory note which is attached hereto as Exhibit 1 and incorporated herein by reference. Plaintiff is the owner and holder of this note.

III.

Concurrently with the execution and delivery of the above described promissory note and for the purpose of securing payment of the indebtedness evidenced by it, defendants executed, acknowledged in the manner required by law, and delivered to plaintiff, a Real Estate Mortgage covering certain immovable

file note & mortgage in vault

465445

CODED

ISSUED 2 cts + pcts
not of appt JUL 11 1994
DATE S/ MYRA LANDIX

William D. O'Regan III
A Professional Law Corporation
504-652-6476
1107 Main Street
Laplace, LA 70068

property described therein. A certified copy of said mortgage is attached hereto as Exhibit 2 and incorporated herein by reference. Plaintiff is the owner and holder of this mortgage.

IV.

In order to receive an interest credit subsidy from plaintiff, defendants executed a Subsidy Repayment Agreement which, in part, provides that any subsidy received is due and payable upon the sale or non-occupancy of the property by the defendants. A copy of said Subsidy Repayment Agreement is attached hereto as Exhibit 3 and incorporated herein by reference. Plaintiff is the owner and holder of this Agreement.

V.

Defendants violated the covenants of the note and mortgage by failing to pay the principal and interest when due. By reason of such default, plaintiff accelerated the indebtedness and declared the entire unpaid balance immediately due and payable, but the defendants failed and refused to pay the balance. A copy of the Notice of Acceleration describing in detail the defaults of the defendants is attached hereto as Exhibit 4 and incorporated herein by reference.

VI.

That after allowing all credits thereon, there is now past due and unpaid on the promissory note described above, the principal sum of $41,288.29, plus accrued interest of 3,029.20 as of the 2nd day of July 1994, with interest accruing thereafter until paid at the note rate, and interest credit subsidy subject to recapture in the amount of $21,947.74 all of which more fully appear from a Certified Statement of Account which is attached hereto as Exhibit 5 and incorporated herein.

VII.

That all conditions precedent have been performed: including advising defendants of the availability of moratorium



William D. O'Regan III
A Professional Law Corporation
1107 Main Street
Laplace, LA 70068
504-652-6476

relief, as is evidenced by the letters sent to defendants, copies of which are annexed hereto as Exhibit 6. Amicable demand has been made, but without avail.

WHEREFORE, the plaintiff prays for service upon the defendants of a copy of said Complaint together with citation according to law and after legal delays and due proceedings herein, for judgment in favor of plaintiff and against the defendants to recover the amount due and owing to the United States of America as set forth in Paragraph VI above, plus all further advances up to the date of the judgment secured under the terms of the mortgage.

Plaintiff further prays that its lien, privilege and mortgage, be recognized and maintained upon the immovable property and that said immovable property be sold with benefit of appraisal, according to law, at public auction, to the highest bidder, and that out of the proceeds of said sale the plaintiff be paid by preference and priority over all persons whomsoever the amount of its claim, including any advances made by the plaintiff up to the date of judgment for the account of the defendants in accordance with the terms of the mortgage, and that the amount realized from said sale be credited pro tanto upon the amount of the judgment herein; and plaintiff further prays that said judgment be decreed to act in rem against the immovable property and not in personam against the defendant.

Plaintiff further prays for all orders and decrees necessary in these premises and for all general and equitable relief and for all costs herein.

UNITED STATES OF AMERICA

BY: William D. O'Regan III

WILLIAM D. O'REGAN, III
BAR ROLL NO. 10281
ATTORNEY FOR PLAINTIFF
1107 Main St.
LaPlace LA 70068
(504) 652-6476

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

PLEASE SERVE:

Richard Albert Vincent
through his duly appointed curator

Sharon Lynn Landry Vincent
15 Azalea
Marrero LA 70072

**William D. O'Regan III**
A Professional Law Corporation
504-652-6476
1107 Main Street
Laplace, LA 70068

*24TH JUDICIAL DISTRICT COURT*

*PARISH OF JEFFERSON*

*STATE OF LOUISIANA*

UNITED STATES OF AMERICA
...Plaintiff

v.

RICHARD ALBERT VINCENT and
SHARON LYNN LANDRY VINCENT
...Defendant

Civil Docket #

Division ""

Filed Deputy Clerk

MOTION TO APPOINT CURATOR

NOW COMES, United States of America, through its undersigned counsel of record, and for its Motion To Appoint Curator, respectfully states:

I.

This is a civil action brought by the United States of America to foreclose a real estate mortgage upon immovable property located within the jurisdiction of this Court.

II.

The defendant, Richard Albert Vincent, is deceased, no succession representative has been appointed, and his heirs and legatees have not been sent into possession judicially.

WHEREFORE, United States of America prays that an Attorney at Law be appointed as curator to represent the defendant named herein.

WILLIAM D. O'REGAN, III
BAR ROLL NO. 10231
ATTORNEY FOR PLAINTIFF
1107 Main Street
LaPlace LA 70068
(504) 652-6476

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

*24TH JUDICIAL DISTRICT COURT*

*PARISH OF JEFFERSON*

*STATE OF LOUISIANA*

UNITED STATES OF AMERICA
...Plaintiff

v.

RICHARD ALBERT VINCENT AND
SHARON LYNN LANDRY VINCENT
...Defendant

Civil Docket #

Division "H"

Filed Deputy Clerk

ORDER

IT IS ORDERED that Robert J. Cicero, Attorney at Law, be appointed curator to represent the defendant, Richard Albert Vincent, in this proceeding.

IT IS FURTHER ORDERED that a fee of $ 200.00/ea be fixed as compensation for the said curator and that the same be taxed as costs of this proceeding.

THUS DONE AND SIGNED at Gretna, Louisiana, on this 7th day of July, 1994.

JUDGE

FILMED

CODED

JUL 8 1994

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I, HEREBY CERTIFY THAT ALL COSTS INCURRED IN THIS MATTER HAVE BEEN PAID.

Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**William D. O'Regan III**
A Professional Law Corporation
1107 Main Street
Laplace, LA 70068
504-652-6476

Nº 465902

DIV. A JUDGE L. THOMAS PORTRAIS, JR.

DIV

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FEDERAL HOME LOAN MORTGAGE CORP.

*Plaintiff*

vs.

SANDY RODRIGUEZ COX (a/k/a SANDY CATHERINE RODRIGUEZ COX &

SANDY CATHERINE RODRIGUEZ) & EDWARD J. COX & MOWEANER WHEELER GREEN

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing JULY 11,1994 jff

3671

HP Exhibit 0189 (222)

94-0111

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

NO. 465-902 DIVISION "A"

FEDERAL HOME LOAN MORTGAGE CORPORATION

VERSUS

SANDY RODRIGUEZ COX
(A/K/A SANDY CATHERINE RODRIGUEZ COX AND
SANDY CATHERINE RODRIGUEZ)

AND

EDWARD J. COX

AND

MOWEANER WHEELER GREEN

FILED: _____ _____
DEPUTY CLERK

MOTION TO APPOINT CURATOR

On motion of Federal Home Loan Mortgage Corporation, through undersigned counsel, and upon suggesting to the Court that:

I.

The whereabouts of defendant(s), Sandy Rodriguez Cox (a/k/a Sandy Catherine Rodriguez Cox and Sandy Catherine Rodriguez) and Edward J. Cox, is unknown as appears from the Sheriff's return of the citation on file in these proceedings specifically noting that the Civil Sheriff for the Parish of Jefferson is unable to effect service upon the defendant(s), and accordingly, defendant(s) cannot be found and served, and diligent effort has been made to locate said defendant(s).

II.

It is necessary for the Court to appoint an attorney at law as curator ad hoc for the defendant(s), Sandy Rodriguez Cox (a/k/a Sandy Catherine Rodriguez Cox and Sandy Catherine Rodriguez) and Edward J. Cox.

WHEREFORE, for the reasons listed herein, Mover prays that this court appoint an attorney at law as curator ad hoc for the defendant(s), Sandy Rodriguez Cox (a/k/a Sandy Catherine Rodriguez

ISSUED Not a part
DATE SEP 22 1994
S/ MYRA LANDIX

CODED

Cox and Sandy Catherine Rodriguez) and Edward J. Cox, and for all other relief as is just and proper in the premises.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: Stacy C. Wheat

JANE FAIA MENTE
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Plaintiff
3850 N. Causeway Blvd., Suite 710
Metairie, LA 70002
(504) 831-7726

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ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON**

**STATE OF LOUISIANA**

**NO. 465-902** **DIVISION "A"**

**FEDERAL HOME LOAN MORTGAGE CORPORATION**

**VERSUS**

**SANDY RODRIGUEZ COX**
**(A/K/A SANDY CATHERINE RODRIGUEZ COX AND**
**SANDY CATHERINE RODRIGUEZ)**

**AND**

**EDWARD J. COX**

AND

MOWEANER WHEELER GREEN

FILED: _____ _____
DEPUTY CLERK

ORDER

Considering the above and foregoing,

IT IS ORDERED BY THE COURT, that Robert L. Cooley attorney at law be and he is hereby appointed curator ad hoc for defendant(s) Sandy Rodriguez Cox (a/k/a Sandy Catherine Rodriguez Cox and Sandy Catherine Rodriguez) and Edward J. Cox, in these proceedings and that a Writ of Seizure and Sale issue herein, and be served upon said attorney at law.

Gretna, Louisiana, this 21st day of September, 19 94.

ORDED

JUDGE

FILED
SEP 22 1994

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

STATE OF LOUISIANA

PARISH OF JEFFERSON

FILED FOR RECORD
94 SEP 16 P2:36
CLERK OF COURT
PARISH OF JEFFERSON, LA.

BEFORE ME, the undersigned authority, personally came and appeared the attorney for the plaintiff of the law firm of Shapiro and Kreisman who, after being first duly sworn by me, Notary Public, did depose and state the she is the Attorney for the plaintiff in the above and foregoing proceeding, that she has read said pleading and that all of the allegations set forth therein are true and correct to the best of her knowledge, information and belief.

SHAPIRO AND KREISMAN

Stacy C. Wheat

JANE FAIA MENTZ
STACY C. WHEAT

SWORN TO AND SUBSCRIBED
BEFORE ME, NOTARY, THIS
1 DAY OF Sept, 1994.

NOTARY PUBLIC

A TRUE COPY OF THE ORIGINAL
ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

DIV. A
JUDGE
A. THOMAS PORTEOUS, JR.

DIV _____

Nº 466292

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

MIDFIRST BANK, STATE SAVINGS BANK

vs. *Plaintiff*

MIGUEL M. ALVAREZ, REBECCA HERVEY ALVAREZ, MIRIAM ROS ALVAREZ

& MIGUEL E. ALVAREZ

*Defendant*

GEORGE B. DEAN, JR.

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** JULY 18,1994 jff

3676

HP Exhibit 0189 (223)

STATE OF LOUISIANA * PARISH OF JEFFERSON * 24TH DISTRICT COURT

MIDFIRST BANK, STATE SAVINGS BANK

FILED:

VS. Suit #466-292 DIV A

MIGUEL M. ALVAREZ

**MOTION & ORDER TO APPOINT CURATOR**

On Motion of MIDFIRST BANK, STATE SAVINGS BANK and on suggesting to the Court that defendants(s) is/are "absentee(s)" as defined by Louisiana Code of Civil Procedure article 5201(1) because, without limitation, Plaintiff has been unable to perfect service upon defendants, Miguel M. Alvarez, despite the diligent efforts of the plaintiff and of the Sheriff of Jefferson Parish, Louisiana, as reflected by the Sheriff's return on the service documents, and the whereabouts of said defendant(s) is/are unknown, and/or if dead their heirs are unknown, then therefore, an attorney at law should be appointed by this court to act as Curator ad Hoc upon whom services of legal process may be served during these procedures,

**IT IS ORDERED** that Robert G. Creely attorney at law, be appointed as Curator ad Hoc upon whom service of legal process may be obtained in the proceedings.

Gretna, Louisiana, this 13th day of September, 1994.

JUDGE

FILED FOR RECORD 94 SEP 8 A9:37 CLERK OF COURT PARISH OF JEFFERSON, LA.

CODED 2

CODED FILMED SEP 14 1994

STATE OF LOUISIANA
PARISH OF OUACHITA

**BEFORE ME**, a Notary Public, appeared George B, Dean, Jr., who declares that he is the attorney for plaintiff and that the allegations of the foregoing Motion & Order to Appoint Curator are true and correct to the best of his knowledge, information and belief.

George B. Dean, Jr.
Attorney for the Plaintiff
P O Box 2867
Monroe, Louisiana 71201-2867

SWORN TO AND SUBSCRIBED before me, Notary Public, this 2nd day of September, 1994

Lisa Canoy
Notary Public

To curator: The Sheriff has attempted service on the defendant at the following address(es):2540 Whippletree Dr., Metairie, La. 70058

ISSUED Not of appt
DATE SEP 16 1994
S/ MYRA DAVIDE
Deputy Clerk

A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE.

DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

№ 466832

DIV. A

DIV. A JUDGE

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

ETTA CLAIRE NOEL DAIGLE w/o & TERRY JOSEPH DAIGLE

*Plaintiff*

vs.

ESTATE OF VIOLA CHAUVIN, DOUGLAS CHAUVIN & VALERIE CHAUVIN HEBERT

*Defendant*

CATHERINE J. SOUTULLO

*Attorney for Plaintiff*

*Attorney for Defendant*

**Date of Filing** AUGUST 1,1994 jff

**HP Exhibit 0189 (224)**

3678

9 1 1 0 4 0 1 9

ETTA CLAIRE NOEL DAIGLE
wife of and TERRY JOSEPH DAIGLE

VS.

ESTATE OF VIOLA CHAUVIN,
DOUGLAS CHAUVIN AND
VALERIE CHAUVIN HEBERT

24TH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NUMBER: 466-832 DIVISION

DIV. A

JUDGE
G. THOMAS PORTEOUS, JR.

FILED: _____ _____ DEPUTY CLERK

PARISH OF JEFFERSON

PETITION TO QUIET TITLE

The petition of Etta Claire Noel wife of and Terry Joseph Daigle, both of the full age of majority and residents of the Parish of Jefferson, State of Louisiana with respect represents that:

I.

Etta Claire Noel wife of and Terry Joseph Daigle are the owners of the following described property, to-wit:

> A CERTAIN PIECE OR PORTION OF GROUND, and all the rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining in what is known as BELT BRIDGE SUBDIVISION situated in the Fifth Ward of the Parish of Jefferson above the Town of Westwego, Louisiana. Said piece or portion of ground is five (5') feet of Lot 52 of Square TWENTY-SEVEN, which square is bounded by Old Spanish Trail, Thirteenth Street, Fourteenth Street and the River Road.
>
> Being the same property acquired by Terry and Etta Daigle by Tax Sale dated May 17, 1989, registered in COB 2237, folio 220, on July 29, 1989, Parish of Jefferson.

II.

Petitioners became owners of the above described property by purchase at a tax sale dated May 17, 1989, by Harry Lee, for taxes assessed in the name of Viola Chauvin, for the year 1988, registered in COB 2237, folio 220, Jefferson Parish, Louisiana.

III.

Viola Chauvin acquired title to the property by purchase from Effie Chauvin, wife of/and Ira Pendarvis, by act before Charles L. Melancon, Notary Public, dated November 6, 1947, registered in COB 247, folio 593, Jefferson Parish, Louisiana.

IV.

Petitioner desires to have the title to the property described in Paragraph I confirmed and quieted according to the law and as in the Constitution of the State of Louisiana.

ISSUED 3 cts & pts
not of copy AUG 02 1994
CODED DATE S/ MYRA LANDIX 466832
Deputy Clerk

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Petitioners have learned that Viola Chauvin has been deceased for over six years and they believe that her succession was never opened. The petitioners believe that Viola Chauvin had at least ten collateral relations, who would be her heirs at law, but petitioners have only been able to locate two of them. Accordingly, it is necessary that a Curator ad Hoc be appointed to represent, contradictorily, those of Viola Chauvin's heirs who could not be located and with whom the hereabove described proceedings shall be conducted.

WHEREFORE, petitioners pray that a Curator ad Hoc be appointed to represent the heirs of Viola Chauvin who cannot be located, and that defendants Douglas Chauvin and Valerie Chauvin Hebert be duly cited, individually, and the other heirs be cited through their Curator ad Hoc, to appear and answer this petition and their Curator ad Hoc be served with a copy thereof, and after all legal delays and due proceedings had, there be judgment in favor of petitioners, Etta Claire Noel wife of and Terry Joseph Daigle, and against all of the heirs of Viola Chauvin, confirming and quieting title to your petitioners to the above described property, and recognizing said petitioners as the sole owners thereof, enjoining and prohibiting any and all of the heirs of Viola Chauvin from claiming or setting up any right, title or interest in or to the property or any portion thereof.

Petitioners further pray for all general and equitable relief.

Etta Claire Noel Daigle
Etta Claire Noel Daigle

Terry Joseph Daigle
Terry Joseph Daigle

Catherine J. Smith
Atty for Petitioner
225 Newton St
Gretna La 70053
361-4414

PLEASE SERVE:

Curator ad Hoc

AND

Douglas Chauvin, personally
at his place of employment
Sheriffs Office
Terrebonne Parish
Houma, Louisiana

AND

Valerie Chauvin Hebert
4923 Iberville Street
New Orleans, Louisiana

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

466832

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| | | |
|---|---|---|
| ETTA CLAIRE NOEL DAIGLE<br>wife of and TERRY JOSEPH DAIGLE<br><br>VS.<br><br>ESTATE OF VIOLA CHAUVIN,<br>DOUGLAS CHAUVIN AND<br>VALERIE CHAUVIN HEBERT | * | 24TH JUDICIAL DISTRICT COURT<br>PARISH OF JEFFERSON<br>STATE OF LOUISIANA<br>NUMBER: DIVISION: |

FILED: _____ _____ DEPUTY CLERK

ORDER

Considering the foregoing petition, it is ordered that Richard G. Creely, be appointed as Curator ad Hoc to represent the missing heirs of Viola Chauvin, and her heirs and assigns, in these proceedings and that he be served with citation and copy of this petition.

Signed at Gretna, Louisiana this 1st day of August 1994.

JUDGE

CODED

FILMED AUG 2 1994

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I, HEREBY CERTIFY THAT ALL COSTS INCURRED IN THIS MATTER HAVE BEEN PAID.

$200 Curator fees

Deputy Clerk

CODED

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

466832

DIV DIV JUDGE

Nº 467141

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

FEDERAL HOME LOAN MORTGAGE CORP.

*Plaintiff*

vs.

CAROL JOHNSON WEISELOGEL & ARTHUR G. WEISELOGEL

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 8, 1994 jff

HP Exhibit 0189 (225)

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94-0218

DIV. A

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

JUDGE H. THOMAS PORTEOUS, JR.

CODED

NO. 467-141

DIVISION

FEDERAL HOME LOAN MORTGAGE CORPORATION

VERSUS

CAROL JOHNSON WEISELOGEL

AND

ARTHUR G. WEISELOGEL

FILED FOR RECORD '94 AUG 8 AM 10 PARISH OF JEFFERSON, LA. DEPUTY CLERK

CODED

FILED: _____ _____
DEPUTY CLERK

**PETITION FOR EXECUTORY PROCESS WITHOUT BENEFIT OF APPRAISAL**

The petition of Federal Home Loan Mortgage Corporation, a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of "Bearer", made, subscribed and executed by Carol Johnson Weiselogel and Arthur G. Weiselogel defendants herein, which said note is dated March 26, 1987, in the original principal sum of Seventy-Seven Thousand Six Hundred Fifty and No/100 ($77,650.00) Dollars, with principal and interest payable at the rate of Five Hundred Sixty-Nine and 77/100 ($569.77) Dollars per month, commencing on the first day of May, 1987, and bearing Eight (8.00%) percent per annum interest from date, and providing that said note shall bear reasonable attorney's fees, which said note is secured and is officially paraphed "Ne Varietur" in conformity with an Act of Mortgage passed before Ellen Mullins, Notary Public, dated March 26, 1987 and which mortgage is recorded in Mortgage Office Book 1878, folio 187, Entry Number 8715511, Parish of Jefferson, State of Louisiana. Said note is secured by an Act of Mortgage in favor of "First Financial Bank, FSB" on the following described property, to-wit:

AUG 12 1994 file note & mortgage in vault MJ

THAT CERTAIN PIECE OR PORTION OF GROUND, together with all the buildings and improvements thereon, and all of the rights, ways, privileges, servitudes, appurtenances and advantages

ISSUED Not of appt
DATE AUG 12 1994
S/ MYRA LANDIX

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thereunto belonging or in anywise appertaining, situated in the Parish of Jefferson, State of Louisiana, in that part thereof known as Park Place Subdivision, Section 2, being a resubdivision of Parcel Z-1 of Park Place and Parcel 26 portion of Cazalar Plantation T 14 S, R 24 E, into Lots 178 thru 421, all located and measuring as per plan of resubdivision made by J. J. Krebs & Sons, Inc., C.E.& S., dated November 8, 1979, approved by the Jefferson Parish Council under Ordinance No. 14223 on February 20, 1980, and recorded in COB 978, Folio 397, and according to the aforesaid plan the property is described as follows:

Lot 348 of Square 10, which Square is bounded by Fairfax Drive, Sanibel Lane, Kingsway Drive West and Westside Drive, and which said Lot commences 64.67 feet from the corner of Fairfax Drive and Sanibel Lane, and measures thence 60.03 feet front on Fairfax Drive, 60.00 feet in the rear, by a depth of 105.36 feet along the Northerly most sideline and 105.54 feet along the opposite sideline. All as more fully shown on survey made by J. J. Krebs & Sons, Inc., C.E.& S., dated March 11, 1987, a copy of which is annexed to an act of mortgage dated March 26, 1987, passed before Ellen Mullins, Notary Public, recorded in COB 1690, folio 93 and made a part thereof.

Improvements thereon bear the Municipal No. 909 Fairfax Drive.

II.

First Financial Bank, FSB has since merged into Secor Bank. Said note is endorsed "Pay to the Order of Federal Home Loan Mortgage Corporation, without recourse, First Financial Bank, FSB", which, together with an Assignment of Mortgage passed before Dora W. Jones, Notary Public, dated June 6, 1994, transferred said note from Secor Bank, successor by merger to First Financial Bank, FSB, to Federal Home Loan Mortgage Corporation. Accordingly, Federal Home Loan Mortgage Corporation, your petitioner herein, is the last holder and owner of said note.

III.

In the above described act of mortgage, the said mortgagors, Carol Johnson Weiselogel and Arthur G. Weiselogel, confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash with or without appraisement, and without the necessity of legal demand for payment, or putting in default. The said act of mortgage further provides that the said mortgagors do not have the right to sell, alienate or encumber the said property to the prejudice of the said act. The said act further provides that the mortgagors will pay the reasonable fees of the attorney at law employed to collect the note and mortgage. Said mortgagors have

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likewise waived all homestead exemptions.

IV.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees.

V.

The said mortgage further provides that if the monthly payments stipulated in said act of Mortgage are in arrears mortgagor will, at creditor's option, pay to creditor a "late charge" not exceeding four per centum (4%) of any installment which is paid more than fifteen (15) days after the due date thereof, to cover the extra expense involved in handling delinquent payments. The monthly payments are in the sum of $674.22, which allows the creditor to charge a late charge of $26.97 on each installment delinquent in excess of fifteen (15) days.

VI.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on September 1, 1993 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the sum of $72,447.59 together with interest at the rate of Eight (8.00%) percent per annum from August 1, 1993, plus a late charge of $26.97 on each delinquent installment since September 16, 1993, together with any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with reasonable attorney's fees are due, owing and unpaid.

VII.

Petitioner annexes hereto and makes a part hereof the following documents (1) The original promissory note in the sum of

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Seventy-Seven Thousand Six Hundred Fifty and No/100 ($77,650.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the Act of Mortgage, marked as Plaintiff's Exhibit "B", (3) A certified true copy of the Resolution of Luco Development Incorporated, marked as Plaintiff's Exhibit "C", (4) A certified true copy of the Resolution by Marbit Incorporated, marked as Plaintiff's Exhibit "D", (5) A certified true copy of the Resolution of Armay Development Corporation, marked as Plaintiff's Exhibit "E", and (6) A certified true copy of the Assignment of Mortgage by Secor Bank, successor by merger to First Financial Bank, FSB, to Federal Home Loan Mortgage Corporation, marked as Plaintiff's Exhibit "F", and makes all a part hereof as though copied at length herein.

VIII.

On information and belief petitioner alleges that the defendants, Carol Johnson Weiselogel and Arthur G. Weiselogel, are not in the active duty of the military service of the United States or any of its allies. Petitioner further alleges that the defendants, Carol Johnson Weiselogel and Arthur G. Weiselogel, are currently residing at 1701 Marie Terrace, Arlington, Texas 76010 and accordingly are absentee defendants. Petitioner alleges that it is entitled to the appointment of an attorney to represent defendants, Carol Johnson Weiselogel and Arthur G. Weiselogel, all in accordance with Louisiana Civil Code of Procedure Article 2674.

IX.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner prays that this court appoint a curator ad hoc to represent the absentee defendants in these proceedings, and that a Writ of Executory Process issue herein, that a Writ of Seizure and Sale issue immediately herein, directing the Civil Sheriff for the Parish of Jefferson, State of Louisiana, to seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above described act of mortgage, to sell the said property described above according to law, for cash and **without benefit of appraisal,** to pay and satisfy the claim

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of your petitioner in the full sum of $72,447.59 Dollars, with interest thereon at the rate of Eight (8.00%) percent per annum from August 1, 1993, together with a late charge of $26.97 on each delinquent monthly installment since September 16, 1993, and any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, and proves according to law, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with reasonable attorney's fees, and all costs of these proceedings, and petitioner prays to be paid the above amounts in satisfaction of its claim, according to law, and for all other general and equitable relief.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: _____
JANE FAJA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Petitioner
3850 N. Causeway Blvd.
Suite 710
Metairie, Louisiana 70002
Telephone No. (504) 831-7726

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DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

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94-0218

**ORDER**

CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that Robert G. Creely attorney at law be and is hereby appointed to represent the absentee defendants, Carol Johnson Weiselogel and Arthur G. Weiselogel, herein.

IT IS FURTHER ORDERED that Executory Process issue immediately herein, **without benefit of appraisal**, to pay and satisfy the claim of the petitioner, according to law, and that the writ of seizure be served on the attorney at law appointed to represent the absentee defendants, Carol Johnson Weiselogel and Arthur G. Weiselogel.

Gretna, Louisiana this 9th day of August, 19 94

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J U D G E

PLEASE SERVE

FILMED
AUG 10 1994

Attorney-at-Law appointed to represent
Carol Johnson Weiselogel and
Arthur G. Weiselogel

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ON FILE IN THIS OFFICE.
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Nº 467516

DIV. DIV. A JUDGE E. PHOMAS PORTEOUS, JR.

# 24th JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

NATIONAL MORTGAGE CO

vs.

*Plaintiff*

MARK RUDOLPH FERRARA (a/k/a MARK R. FERRARA) & CAROL ANN INNAMORATO FERRARA (a/k/a CAROL ANN FERRARA)

*Defendant*

JANE FAIA MENTZ

*Attorney for Plaintiff*

*Attorney for Defendant*

Date of Filing AUGUST 17,1994 jff

HP Exhibit 0189 (226)

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93-0987 CODED 1/8

24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON

STATE OF LOUISIANA

DIV. A

NO. 467-516

DIVISION

JUDGE G THOMAS PORTEOUS, JR.

NATIONAL MORTGAGE COMPANY

VERSUS

MARK RUDOLPH FERRARA
(A/K/A MARK R. FERRARA)

AND

CAROL ANN INNAMORATO FERRARA
(A/K/A CAROL ANN FERRARA)

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FILED: _____ _____
DEPUTY CLERK

**PETITION FOR EXECUTORY PROCESS**

The petition of National Mortgage Company, a corporation organized under the laws of the United States of America, with respect represents:

I.

Petitioner is the holder and owner for valuable consideration, and before maturity, of that certain promissory note, payable to the order of "Ourselves", and by the makers thereof duly endorsed in blank, made, subscribed and executed by Mark Rudolph Ferrara (a/k/a Mark R. Ferrara) and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), defendants herein, which said note is dated April 12, 1984, in the original principal sum of Fifty-Nine Thousand Five Hundred Seventy-One and No/100 ($59,571.00) Dollars, with principal and interest payable at the rate of Six Hundred Thirty-Five and 78/100 ($635.78) Dollars per month, commencing on the first day of June, 1984, and bearing Twelve and One-Half (12.50%) percent per annum interest from date, and providing that said note shall bear attorney's fees in the amount of Ten (10%) percent of all sums due under said note, which said note is secured and is officially paraphed "Ne Varietur" in conformity with an Act of Mortgage passed before Brenda H. Fontenot, Notary Public, dated April 12, 1984 and which mortgage is recorded in Mortgage Office Book 915, folio 211, Instrument Number 8417513, Parish of Jefferson, State of Louisiana. Said note is secured by an Act of

AUG 25 1994 CODED
file note & mortgage in vault

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Vendor's Lien Mortgage, in favor of "Mellon Financial Services Corporation #7", on the following described property, to-wit:

> THAT CERTAIN PIECE OR PORTION 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 Parish of Jefferson, State of Louisiana, in that part thereof known as TIMBERLANE VILLAGE, PHASE I, according to a plan of resubdivision by J. J. Krebs, dated March 24, 1981, approved by the Jefferson Parish Council under Ordinance No. 105041, dated February 3, 1982, registered in COB 1021, folio 157, and is more particularly described as follows:
>
> LOT 15B of SQUARE B, all as more fully described by the survey made by R. P. Fontcuberta, Jr., Land Surveyor, dated December 9, 1983, a copy of which is annexed to an act before Brenda H. Fontenot, Notary Public, recorded in MOB 915, folio 211 and made a part thereof.
>
> Improvements thereon bear Municipal No. 1924 Snowbird Drive, Harvey, Louisiana.

II.

Defendant herein, Mark Rudolph Ferrara (a/k/a Mark R. Ferrara), filed Chapter 13 Bankruptcy on June 7, 1993 in Proceeding No. 193-04449 in the United States Bankruptcy Court, Middle District of Tennessee. The Agreed Order Granting Relief from Automatic Stay and Abandonment of Property of the Bankruptcy Estate was signed on July 5, 1994, a copy of which is attached hereto and made a part hereof as an exhibit.

III.

Said note is endorsed "Pay to the Order of Franklin Savings Association, without recourse, Mellon Financial Services Corporation #7", which, together with an Assignment of Mortgages passed before Debbie S. Detinne, Notary Public, dated August 31, 1989, transferred said note from Mellon Financial Services Corporation #7 to Franklin Savings Association. Said note is further endorsed in blank by Franklin Savings Association and further endorsed in blank by Resolution Trust Corporation as Conservator of Franklin Savings Association, however, said endorsements were not consummated and the blank endorsements have been duly cancelled on the rear of said note. In accordance with Order No. 90-368 of the Office of Thrift Supervision dated February 15, 1990, Franklin Savings Association was placed into conservatorship and the Resolution Trust Corporation was appointed as Conservator of Franklin Savings Association. Said note is

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further endorsed "Without recourse, Pay to the Order of National Mortgage Company, Resolution Trust Corporation as Conservator of Franklin Savings Association", by Samuel E. Meek, Vice President of Franklin Savings Association, duly authorized pursuant to the Affidavit of Managing Agent and Power of Attorney recorded in the records of St. John the Baptist Parish at Conveyance Office Book 275, folio 150, Act No. 135270, which, together with a Notarial Endorsement and Assignment of Mortgage Note passed before Jean C. Burroughs, Notary Public, dated July 15, 1992, transferred said note from Resolution Trust Corporation as Conservator of Franklin Savings Association to National Mortgage Company. Said note is further endorsed in blank by National Mortgage Company, however, said endorsement was not consummated and the blank endorsement has been duly cancelled on the rear of said note. Accordingly, National Mortgage Company, your petitioner herein, is the last holder and owner of note.

IV.

In the above described Act of Mortgage, the said mortgagors Mark Rudolph Ferrara (a/k/a Mark R. Ferrara)and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), confessed judgment upon said note and consented that if same were not paid in accordance with the terms and conditions thereof, that said property might be seized and sold by executory process for cash with or without appraisement, and without the necessity of legal demand for payment, or putting in default. The mortgagors further agree in said act of mortgage not to sell, alienate or encumber said property to the prejudice of said Act. The said act further provides that the mortgagors will pay the reasonable and customary fees of the attorney employed to collect the said note and mortgage. Said mortgagors have likewise waived all homestead exemptions.

V.

The said note and mortgage further provide that if any installment of principal and interest, or any part thereof shall remain unpaid on the said date when such installment is due, that the said note would be in default and the holder of the said note

and mortgage shall then have the right to accelerate the terms thereof in the full amount, and the full unpaid balance in principal and interest shall immediately become due and owing together with said attorney's fees.

VI.

The said note and mortgage further provide that if the monthly payments stipulated in said act of mortgage are in arrears the mortgagee may collect a "late charge" not to exceed four cents ($.04) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments. The current monthly payments are in the sum of $734.50 which allows the mortgagee to charge a late charge of $29.38 on each installment delinquent in excess of fifteen (15) days.

VII.

Petitioner avers that the said note and mortgage are past due and exigible and that the monthly installment due on June 1, 1993 and all subsequent installments are due and unpaid, and that because of said default, the entire unpaid principal balance in the sum of $56,551.96 together with interest at the rate of Twelve and One-Half (12.50%) percent per annum from May 1, 1993, plus a late charge of $29.38 on each delinquent installment since June 16, 1993, together with any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with attorney's fees in the amount of Ten (10%) percent of all sums are due, owing and unpaid.

VIII.

Petitioner avers that the said Mark Rudolph Ferrara (a/k/a Mark R. Ferrara) did, by a Quitclaim Deed passed before Peggy Y. Green, Notary Public, dated September 10, 1993, recorded in Conveyance Book 2880, folio 179, Instrument No. 9351478, Jefferson Parish, Louisiana, sell, transfer, quitclaim and convey all of his right, title and interest in said property sued upon herein to Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara).

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IX.

Petitioner annexes hereto and makes a part hereof the following documents (1) The original promissory note in the sum of Fifty-Nine Thousand Five Hundred Seventy-One and No/100 ($59,571.00) Dollars, marked as Plaintiff's Exhibit "A", (2) A certified true copy of the Act of Vendor's Lien Mortgage, marked as Plaintiff's Exhibit "B", (3) A copy of Agreed Order Granting Relief from Automatic Stay and Abandonment of Property of the Bankruptcy Estate, marked as Plaintiff's Exhibit "C", (4) A certified true copy of the Assignment of Mortgages by Mellon Financial Services Corporation #7 to Franklin Savings Association, marked as Plaintiff's Exhibit "D", (5) A certified true copy of the Notarial Endorsement and Assignment of Mortgage Note by Resolution Trust Corporation as Conservator of Franklin Savings Association to National Mortgage Company, marked as Plaintiff's Exhibit "E", (6) A certified true copy of Quitclaim Deed, marked as Plaintiff's Exhibit "F", and (7) Petitioner's affidavit of military status of defendants, marked as Plaintiff;s Exhibit "G", and makes all a part hereof as though copied at length herein.

X.

On information and belief petitioner alleges that the defendants, Mark Rudolph Ferrara (a/k/a Mark R. Ferrara) and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), are not in the active duty of the military service of the United States or any of its allies, as evidenced by the affidavit annexed hereto as an exhibit. Petitioner further alleges that the defendant, Mark Rudolph Ferrara (a/k/a Mark R. Ferrara), is currently residing at 1169 Roseland Drive, Columbia, Tennessee 38401 and further that the defendant, Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), is currently residing at 201 6th Avenue, Columbia, Tennessee 38401 and accordingly are absentee defendants. Petitioner alleges that it is entitled to the appointment of an attorney to represent defendants, Mark Rudolph Ferrara (a/k/a Mark R. Ferrara) and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), all in accordance with Civil Code of Procedure Article 2674.

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XI.

Petitioner alleges amicable demand to no avail.

WHEREFORE, the premises and annexed documents and affidavit considered, petitioner prays that this court appoint a curator ad hoc to represent the absentee defendants in these proceedings, and that a Writ of Executory Process issue herein, that a Writ of Seizure and Sale issue immediately herein, directing the Civil Sheriff for the Parish of Jefferson, State of Louisiana, to seize, and after due advertisements, delays, requisites and formalities, save those expressly waived in the above described act of mortgage, to sell the said property described above according to law, for cash and **without benefit of appraisal**, to pay and satisfy the claim of your petitioner in the full sum of $56,551.96 Dollars, with interest thereon at the rate of Twelve and One-Half (12.50%) percent per annum from May 1, 1993, together with a late charge of $29.38 on each delinquent monthly installment since June 16, 1993, and any additional amounts which petitioner has advanced or hereafter advances, as permitted by the Note and Mortgage, and proves according to law, for taxes, assessments, repairs to and maintenance and preservation of the mortgaged property, together with attorney's fees in the amount of Ten (10%) percent of all sums due, and all costs of these proceedings, and petitioner prays to be paid the above amounts in satisfaction of its claim, according to law, and for all other general and equitable relief.

Respectfully submitted,

SHAPIRO AND KREISMAN

BY: _____

JANE FAIA MENTZ
Louisiana Bar Roll No. 16908
STACY C. WHEAT
Louisiana Bar Roll No. 19826
Attorneys for Petitioner
3850 N. Causeway Blvd.
Suite 710
Metairie, Louisiana 70002
Telephone No. (504) 831-7726

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ON FILE IN THIS OFFICE
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

**ORDER**

CONSIDERING the allegations of the foregoing petition and the exhibits attached thereto, it is ordered that [signature] attorney at law be and is hereby appointed to represent the absentee defendants, Mark Rudolph Ferrara (a/k/a Mark R. Ferrara) and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), herein.

IT IS FURTHER ORDERED that Executory Process issue immediately herein, **without benefit of appraisal**, to pay and satisfy the claim of the petitioner, according to law, and that the writ of seizure be served upon the attorney at law appointed to represent the absentee defendants, Mark Rudolph Ferrara (a/k/a Mark R. Ferrara) and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara).

Gretna, Louisiana, this 18th day of August, 1994

[signature]
JUDGE

CODED FILMED AUG 19 1994

PLEASE SERVE

Attorney at Law appointed to represent Mark Rudolph Ferrara (a/k/a Mark R. Ferrara), divorced husband of Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara) and Carol Ann Innamorato Ferrara (a/k/a Carol Ann Ferrara), divorced wife of Mark Rudolph Ferrara (a/k/a Mark R. Ferrara)

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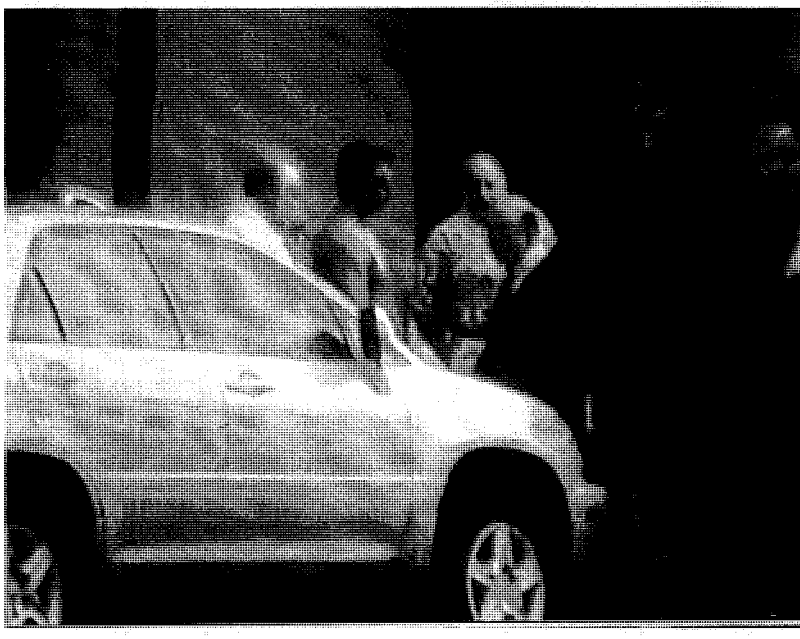
[signature]
DEPUTY CLERK
24TH JUDICIAL DISTRICT COURT
PARISH OF JEFFERSON, LA.

Insp. Task Force
Dep. Exh. 41



HP Exhibit 241

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2003 MAR 31 PM 3:24
LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT

EASTERN DISTRICT OF LOUISIANA

ORIGINAL

| | | |
|---|---|---|
| UNITED STATES OF AMERICA | * | CRIMINAL DOCKET NO. 02-219 |
| v. | * | SECTION: "C"(4) |
| RONALD D. BODENHEIMER | * | |
| | * | |

* * *

**FACTUAL BASIS**

COUNT ONE

If this case were to proceed to trial, the Government would prove that defendant, **R RONALD D. BODENHEIMER,** nspired with Curley J. Chewning to distribute and attempt to distribute, and possess and attempt to possess with the intent to distribute, a quantity of oxycodone in order to intimidate, harass, discredit, and silence a neighbor from making public complaints against **BODENHEIMER** and the Venetian Isles Marina ("VIM"), which **BODENHEIMER** controlled. The Government would prove the defendant's guilt through the testimony of competent witnesses and the introduction of admissible evidence.

The Government would demonstrate that:

1. In late Summer or early Fall of 2001, **BODENHEIMER** discussed with a Jefferson Parish police officer a plan to arrange for the false arrest for drug possession of a neighbor at VIM who was aggravating **BODENHEIMER**.

2. On October 2, 2001, **BODENHEIMER** told an employee of VIM that she

Imp. Task Force
Dep. Exh. 45

Fee
Process
X Dir'd
CRmDep
Doc. No. 67

HP Exhibit 245

should "bide her time" because a certain neighbor's "time was coming". **BODENHEIMER** counseled the employee that in the meantime, "aggravate the little p.... as much as possible", referring to the neighbor.

3. On October 10, 2001, **BODENHEIMER** and a private investigator discussed the fact that the neighbor was making complaints to government agencies about oil spills at VIM. The private investigator and **BODENHEIMER** talked about the delay this would cause in their plan to retaliate against the neighbor. The private investigator stated that the incident "puts us back on the time, 'cause if we do something to him now, it's going to look like it's a, you know...." **BODENHEIMER** and the private investigator agreed they would defer their actions for at least a couple of weeks. The private investigator told **BODENHEIMER**, "I mean no, when we are ready, I'm ready...."

4. On January 30, 2002, **BODENHEIMER** and the private investigator had a conversation concerning the neighbor in which **BODENHEIMER** stated, "[I] still got to do something with that kid, from that Venetian Isles thing." After further discussion about the neighbor, the private investigator stated, "[I] say somebody ought to kick the f... out of him." **BODENHEIMER** responded, "Yeah, I want him hurt worse than that." Immediately thereafter, **BODENHEIMER** and the private investigator discussed plans to plant crack cocaine in the neighbor's vehicle and have the neighbor falsely arrested.

5. In early 2002, **BODENHEIMER** discussed with a New Orleans police officer a plan to plant illegal drugs of a type and in a quantity which would lead to a false felony arrest of an individual who was causing trouble to **BODENHEIMER** at VIM.

6. On February 4, 2002, **BODENHEIMER** called Chewning. **BODENHEIMER** told Chewning that he needed someone to "get close" to the neighbor. Chewning agreed to "see what he's up to."

7. On March 6, 2002, **BODENHEIMER** and Chewning met and discussed how the neighbor and others observed **BODENHEIMER**'s activities at VIM. **BODENHEIMER** stated "I gotta get this mother f..... out of my hair".

8. On March 11, 2002, **BODENHEIMER** and Chewning discussed in a telephone call getting the "product" that they needed to plant drugs on the neighbor and when it would occur. Chewning told **BODENHEIMER** that he would give him a day's notice before planting the drugs.

9. On March 17, 2002, **BODENHEIMER** and Chewning discussed in a telephone call a meeting in Slidell later that evening.

10. On April 2, 2002, **BODENHEIMER** had a telephone conversation with Chewning during which they discussed a scenario designed to provide Chewning access to the inside of the neighbor's vehicle. The scenario consisted of Chewning taking his vehicle to the neighbor's place of employment, leaving it there to have the transmission checked, and then asking the neighbor for a ride to another location, where **BODENHEIMER** would pick up Chewning.

11. On April 18, 2002, **BODENHEIMER** and Chewning had a telephone conversation during which they discussed Chewning meeting with the neighbor on April 19, 2002. Chewning told **BODENHEIMER** that he was meeting with the neighbor at 7:00 p.m. and "it is all going be good with that, you know, because I'm going to be in the

truck." Chewning and **BODENHEIMER** discussed that "something" was "up" with the neighbor. Chewning told **BODENHEIMER** "let's see, let's see who sinks the deepest hook." **BODENHEIMER** responded, "It's like a knife fight while dancing."

12. On April 19, 2002, Chewning placed a plastic baggie that contained three Oxycodone pills, a Schedule II drug controlled substance, into the neighbor's vehicle.

13. On April 20, 2002, **BODENHEIMER** and Chewning met in the parking lot of a gas station in Slidell, Louisiana.

14. On April 21, 2002, **BODENHEIMER** told Chewning that he (**BODENHEIMER**) was at VIM and asked Chewning, "are you taking a ride or what?" Chewning asked if **BODENHEIMER** thought it was "cool" to come to VIM "at this particular point."

15. The Government has no evidence that **BODENHEIMER** in fact, called the police in an effort to effect the arrest of the neighbor.

COUNT TWO

If this case were to proceed to trial, the Government would prove that defendant, **RONALD D. BODENHEIMER,** a Louisiana district court judge, along with Philip M. Demma and Bryan M. White, devised and intended to devise a scheme and artifice to defraud and to deprive the citizens of the State of Louisiana of **BODENHEIMER**'s honest and faithful services, performed free from deceit, bias, self-dealing, and concealment. **BODENHEIMER** did so by using his position as judge to enrich himself by making rulings favorable to the father in a domestic proceeding over which he presided in exchange for things of value, including assistance with quashing

unfavorable publicity, assistance in obtaining a lucrative seafood contract, and other things of value. The Government would prove the defendant's guilt through the testimony of competent witnesses and the introduction of admissible evidence.

The Government would demonstrate that:

1. On February 1, 2001, a seafood wholesaler appeared in **BODENHEIMER**'s court for a criminal hearing. **BODENHEIMER** advised the parties that he knew the seafood wholesaler but failed to reveal fully his relationship with the seafood wholesaler.

2. On or about October 2, 2001, **BODENHEIMER** appointed Social Worker 1 to make recommendations on an issue concerning the preschool attendance of the minor child.

3. On October 2, 2001, **BODENHEIMER** called a close relative of the father and stated his intention to manipulate the proceedings in the father's favor. **BODENHEIMER** said that when the father was in **BODENHEIMER**'s court earlier that day, **BODENHEIMER** "had to act like I was neutral . . . cuz if I would have acted any other way his wife was gonna file a motion to recuse." **BODENHEIMER** further asked the close relative of the father to "let him (the father) know that . . . I know what he did for me, I'm talking about with that T.V. thing." **BODENHEIMER** stated that "I'm not gonna forget what he did" and "he will get everything he wants." **BODENHEIMER** repeated that "I remember what he did. I don't forget my friends and he was a friend to me and I'll see that he gets what he wants." **BODENHEIMER** further told the close relative of the father that "if he (the father) wants to talk to me at all or let me know

anything, tell you and you can give me a call."

4. On October 9, 2001, **BODENHEIMER** and the seafood wholesaler discussed the possibility of selling shrimp to one of the father's businesses, and **BODENHEIMER** told the seafood wholesaler that he planned to meet with the father's attorney the following week to try to put something together.

5. In the Spring of 2001, **BODENHEIMER** requested the seafood wholesaler provide him with fuel for VIM. Subsequently, the seafood wholesaler provided **BODENHEIMER** with four shipments of fuel worth in excess of $16,000. **BODENHEIMER** never paid for the fuel.

6. On November 7, 2001, **BODENHEIMER** and White had a conversation in which neither the mother involved in the domestic proceeding nor the mother's attorney participated. During this conversation, **BODENHEIMER** and White discussed the basis of the mother's recusal motion. **BODENHEIMER** instructed White to tell the father's attorney to file a discovery motion to seek the mother's full grounds for recusal.

7. On November 20, 2001, an individual called **BODENHEIMER** on behalf of the close relative of the father and relayed a request that **BODENHEIMER** attend a meeting the following evening at a restaurant with the close relative and "that guy he (the close relative) had gotten you to talk to once before." **BODENHEIMER** agreed to meet and, in fact, did meet with the father later that evening at another location.

8. On December 11, 2001, **BODENHEIMER** and White had a conversation in which neither the mother nor the mother's attorney participated. They decided that Social Worker 1 appeared to be taking a position favorable to the mother.

**BODENHEIMER** suggested that he and White could "get some mileage" by appointing Lawyer 1 as "Guardian Ad Litem" for the minor child.

9. On December 18, 2001, **BODENHEIMER** signed an Order appointing Lawyer 1 as "Guardian Ad Litem" for the minor child and caused the Order to be mailed.

10. On December 18, 2001, the father's attorney caused to be mailed a letter to the mother's attorney stating the father's position regarding Christmas visitation with the minor child.

11. On December 21, 2001, **BODENHEIMER** ruled that the father would have visitation rights with the minor child on Christmas Eve and Christmas morning.

12. On December 21, 2001, Demma called **BODENHEIMER** to discuss **BODENHEIMER**'s Christmas visitation rulings for the minor child. **BODENHEIMER** asked Demma, "How'd I do?" in getting the father Christmas Eve and Christmas morning, and Demma responded: "My man! . . . That's exactly what he wanted . . . . Score, scoring big points I'ma call him at home now to ask him is if he's happy with that. I'll call you right back."

13. On December 21, 2001, while discussing **BODENHEIMER**'s Christmas visitation rulings, **BODENHEIMER** instructed Demma to "Tell [the father] I gave him everything Bryan asked for."

14. On December 28, 2001, **BODENHEIMER** and the seafood wholesaler discussed how **BODENHEIMER**'s shrimp distribution operation at VIM could handle a shrimp supply contract with the father's businesses.

15. On January 7, 2002, White called **BODENHEIMER** to schedule a hearing for the father to voice his complaints about the mother, and **BODENHEIMER** suggested that the father's attorney file a motion to hold the mother in contempt.

16. On January 7, 2002, the father's attorney filed a motion to hold the mother in contempt.

17. On January 8, 2002, **BODENHEIMER**, Demma, and White held a telephone conference in which neither the mother nor the mother's attorney participated. During this conference, they agreed that Demma should not attend the upcoming hearing in the proceedings. White said that the mother would "start screaming the fix is in" if she saw Demma in court.

18. On January 8, 2002, **BODENHEIMER** instructed Demma to get a copy of a seafood contract for a business owned by the father from White.

19. On January 16, 2002, Demma told **BODENHEIMER** what rulings the father wanted him to make at an upcoming hearing.

20. On January 24, 2002, **BODENHEIMER** expressed his disappointment to Demma at the way things had been working out with the social workers assigned to the proceedings, especially since **BODENHEIMER** had been "appointing the ones that I thought would be most favorable to him (the father) in the first place."

21. On January 29, 2002, after talking with the father about the previous day's hearing, Demma told **BODENHEIMER** that, "He is so pleased with you, pal. . . . He is so pleased with you it's unreal."

22. On January 29, 2002, **BODENHEIMER** signed a judgment granting the

mother's application to file a writ of review on **BODENHEIMER**'s January 28, 2002 order relating to the preschool attendance issue but denying the mother's request to stay **BODENHEIMER**'s ruling. **BODENHEIMER** explained to Demma that by denying the mother's motion for a stay, the school year would "be over before the appeal gets taken."

23. On February 2, 2002, **BODENHEIMER** and Demma discussed their efforts to obtain a copy of a seafood contract for one of the father's businesses from White, and **BODENHEIMER** stated "We, we gonna start bugging him again next week."

24. On February 11, 2002, the father's attorney caused to be mailed a proposed judgment relating to the preschool attendance of the minor child, among other things.

25. On February 19, 2002, **BODENHEIMER** signed and caused to be mailed a judgment relating to the preschool attendance of the minor child, among other things.

26. On February 26, 2002, White caused the shrimp prices to be faxed to Demma.

27. On March 7, 2002, **BODENHEIMER** and the seafood wholesaler agreed to meet at **BODENHEIMER**'s residence to discuss the seafood prices.

28. On March 7, 2002, White and **BODENHEIMER** discussed scheduling the next hearing in the proceedings, during a conversation in which neither the mother nor the mother's attorney participated. During this conversation, White told **BODENHEIMER** that he had additional prices at his office and would "be happy to get 'em" to **BODENHEIMER**. White added that, "I promise you I'll get you some stuff very

soon with the rest of the fresh seafood that we buy."

29. On April 26, 2002, **BODENHEIMER** told the seafood wholesaler that he would be having lunch with "that boy" from a company associated with the father the next week and intended to ask him "where the f--- is that contract you promised me."

COUNT THREE

If this case were to proceed to trial, the Government would prove that defendant, **RONALD D. BODENHEIMER**, a Louisiana district court judge, conspired with the owners and employees of a Jefferson Parish bail bonding company, and others known and unknown to devise and intend to devise a scheme and artifice to defraud and to deprive the citizens of the State of Louisiana of **BODENHEIMER**'s honest and faithful services, performed free from deceit, bias, self-dealing, and concealment. **BODENHEIMER** did so by using his position as judge to enrich himself by setting, reducing, and splitting bonds in various criminal matters pending before him as well as other judges on terms most advantageous to the bail bonding company in exchange for things of value, including meals, trips to resorts, campaign contributions, home improvements, and other things of value. The Government would prove the defendant's guilt through the testimony of competent witnesses and the introduction of admissible evidence.

The Government would demonstrate that:

1. At various times during the period from August 2001 through April 2002, the Government conducted court authorized electronic surveillance of **BODENHEIMER**'s home telephone, office telephone, and chambers, as well as the

telephones of the bail bonding company. This surveillance confirmed that **BODENHEIMER** regularly set, reduced, and split bonds in criminal cases pending before him and other judges, irrespective of whether he was scheduled for "magistrate duty". The bonds were routinely set at a level requested by the bail bonding company which would tend to maximize their profits by securing the maximum amount of premium money available from the criminal defendant and his family. **BODENHEIMER** made himself available to handle bonding matters for the bail bonding company on a 24/7 basis. It was reasonably foreseeable to **BODENHEIMER** that the bail bonding company routinely used the mails and other common carriers in furtherance of the scheme, particularly with regard to the processing of bond premiums and in the billing of the criminal defendants and their families.

2. The bail bonding company routinely purchased lunches, drinks, and dinners for **BODENHEIMER** and, in 1999, paid for a trip to the Beau Rivage Casino for **BODENHEIMER** and his wife. These things of value were routinely paid for by the bail bonding company through the use of credit cards, and it was reasonably foreseeable to **BODENHEIMER** that the payments for the credit card bills were made through the mails.

3. The bail bonding company arranged for home improvements to be made at **BODENHEIMER**'s residence, in return for the advantageous handling of bond matters.

4. The bail bonding company made campaign contributions to **BODENHEIMER** in return for the advantageous handling of bond matters. Louisiana

law requires that judges make regular campaign finance reports. Correspondence relative to such reports were routinely handled through the mails.

RONALD D. BODENHEIMER
DEFENDANT

EDDIE J. CASTAING, ESQ.
ATTORNEY FOR DEFENDANT

MICHAEL W. MAGNER
Assistant United States Attorney
Bar Roll No. 1206

WILLIAM J. GIBBENS
Assistant United States Attorney
Bar Roll No. 27225

NANCY J. NEWCOMB
Senior Trial Attorney
Public Integrity Section
Criminal Division
U.S. Department of Justice

New Orleans, Louisiana
March 28, 2003

TWENTY-FOURTH JUDICIAL DISTRICT COURT

PARISH OF JEFFERSON

STATE OF LOUISIANA

**********

STATE OF LOUISIANA NO. 89-2360

VS. DIVISION "A"

AUBREY WALLACE

**********

PROCEEDINGS taken in the above numbered and entitled cause before the Honorable G. Thomas Porteous, Judge presiding, on September 21, 1994.

APPEARANCES

For the Plaintiff:

Michael Reynolds

For the Defendant:

Bruce Netterville

Reported by: Lisa Broussard, Official Court Reporter

HP Exhibit 246

Imp. Task Force Dep. Exh. 46

WITNESS INDEX

| WITNESSES: | PAGE NO.: |
| --- | --- |

METROPOLITAN CRIME COMMISSION

EXHIBIT INDEX

| EXHIBITS: | DESCRIPTION | PAGE RECEIVED: |
|---|---|---|
| | PLAINTIFF'S EXHIBITS | |
| | DEFENDANT'S EXHIBITS | |

METROPOLITAN CRIME COMMISSION

1 P R O C E E D I N G S
2 THE COURT:
3 All right. This is State of Louisiana
4 versus Aubrey Wallace. It was 89-2360. It's a
5 motion for amended sentence. Mr. Netterville
6 is standing in on behalf of Mr. Reese. I've
7 already spoken with the DA on this.
8 Apparently, previously in my Court on 11
9 December 91, I terminated this defendant's
10 probation unsatisfactorily because as stated in
11 the petition, "Subject was sentenced on
12 2/26/91, on 89-0001, to five years at hard
13 labor for possession of PCP and Cocaine." That
14 conviction or that crime technically predates
15 the crime for which he pled in my particular
16 Court. Accordingly, it was an incorrect basis
17 to terminate unsatisfactorily. Accordingly,
18 the sentence will be amended to include removal
19 of the unsatisfactory removal of probation and
20 the entering of the plea under Code of Criminal
21 Procedure 893.
22 All right. I've signed the order.
23 MR. NETTERVILLE:
24 Thank you, Judge.
25 THE COURT:
26 If you want further relief, then file a
27 petition to enforce 893 and then I'll execute
28 that also.
29 MR. NETTERVILLE:
30 Thank you.
31

METROPOLITAN CRIME COMMISSION

C E R T I F I C A T E

I, Lisa Broussard, Official Court Reporter, do hereby certify that the foregoing is a true and correct transcript of the proceedings heard in Open Court at Gretna, Louisiana, on September 21, 1994, before the Honorable G. Thomas Porteous, Judge presiding, in the matter entitled State of Louisiana versus Aubry N. Wallace, numbered Criminal Docket Number 89-2360.

Lisa Broussard

LISA BROUSSARD
OFFICIAL COURT REPORTER
24TH JUDICIAL DISTRICT COURT
IN AND FOR THE PARISH OF
JEFFERSON, STATE OF LOUISIANA

This 28 day of Nov., 1994.

METROPOLITAN CRIME COMMISSION

FEB-18-2004 THU 08:28 AM FAX NO. 504 589 4393 P. 02

Imp. Task Force
Dep. Exh. 80

# AFFIDAVIT

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned Notary, personally came and appeared:

LOUIS M. MARCOTTE, III

who being duly sworn did depose and state as follows:

1.

I have personal knowledge of the statements made in the Affidavit and each is true and correct.

2.

I am a licensed bail bondsman in the state of Louisiana and the owner of Bail Bonds Unlimited, Incorporated.

3.

At no time have I ever given money or anything of value to Judge Porteous for reducing or altering any bond.

4.

More particularly, at no time did I give money that was to be delivered to Judge Porteous for reducing a bond on behalf of Keith Klipo.

5.

At no time has anyone working for Judge Porteous ever delivered or returned any money to me.

6.

At no time did Philip Boudousque deliver or return money to me that allegedly came from Judge Porteous.

7.

At no time did I tell anyone that Judge Porteous received $1,500.00 (or any sum of money) to reduce a bond on behalf of Tracey Ireland. More importantly, at no time did I ever pay money to Judge Porteous to reduce a bond on behalf of Tracey Ireland.

02/18/2004 08:30 5045894231 ARTHUR LEMANN PAGE 02

HP Exhibit 280

8.

In 1994, I met with two representatives from the FBI who were conducting a background investigation on Judge Porteous prior to his appointment to the federal bench.

9.

During the background investigation in 1994, the FBI asked me about allegations concerning alleged payments to Judge Porteous. I denied the allegations. I told the FBI that the allegations involving bribes by me or through me to Judge Porteous were absolutely false.

LOUIS M. MARCOTTE, III

Sworn to and subscribed before me
this 17 day of April 2003

NOTARY PUBLIC

June

| | AY | TUESDAY | WEDNESDAY |
|---|---|---|---|
| | | 1 Dukes - $6<br>Bud Goodwin | 2 J.A. McDonald $7<br>R Capitelli - Parking $<br>Parking<br>Harry Morel |
| John Spratt | (IRELAND)<br>Don Hashey $15<br>Karl Semmer | 8 F Morgan<br>Tommy Dolt $4<br>Parking $3<br>Minet | 9 Karen Morgan<br>Jack Hunter<br>49er's - $62 |
| 13 | 14 FLAG DAY (US)<br>Pat Connick<br>Ronnie Boudelhamer<br>Roxann Minet $10 | 15 Tony Bergeron $5<br>Bud Goodwin<br>M J Martin $28 | 16 Roy Steen<br>G T P. Parking $7<br>Paul Minet |
| 20 FATHER'S DAY (US, C, UK)<br>Roy Steen | 21 Minet 15<br>Parking $7<br>Stewart Miles 26<br>Lee Cimato 26<br>Glen Kilgenberg | 22<br>Tom Portious<br>Parking $3 - | 23 Vic Lorac $6<br>M J Martin |
| 27 | 28 Marion Edward $6<br>John Alcino $3<br>Parking | 29 Dan Rifkin $8<br>G T P. | 30 |

Imp. Task Force
Dep. Exh. 83

HP Exhibit 283

| | | | |
|---|---|---|---|
| | | Bud Goodwin | R Capetti Parking $ Parking $ Harry Morel |
| John Spratt | 7 HOLIDAY (IRELAND) Don Gaskin $15 Karl Sommer | 8 F Morgan Tommy Dolt $4 Parking $3 Minet | 9 Karen Morgan Jack Hunter 49er's $62 |
| 13 | 14 FLAG DAY (US) Pat Connick Ronnie Boudelleman Roxann Minet $10 | 15 Tony Bergman $5 Bud Goodwin M J Martin $28 | 16 Roy Steen G T P. Parking $7 Paul Minet |
| 20 FATHER'S DAY (US, C, UK) Roy Steen | 21 Minet 15 Parking $7 Steward Mills 26 Lal Cimato 26 John Lilyenberg | 22 Tom Portious Parking $3 | 23 Vic Lorasso $6 M J Martin |
| 27 | 28 Marion Edward $6 John Alcino $3 Parking Roy Steen | 29 Dan Rifkin $8 G T P. Mitch Martin | 30 |

11:57 1 CHIEF JUDGE JONES: All right, sir. I guess you may
2 step down. Thank you very much --
3 THE WITNESS: Thank you, Judge.
4 CHIEF JUDGE JONES: -- for coming over from Houston
11:57 5 today.
6 THE WITNESS: Good to see you all.
7 MR. WOODS: Thanks, Bill.
8 Your Honors, Mr. Heitkamp is in the hallway. I
9 believe Mr. Finder is getting him. He'll be very, very short.
11:58 10 Your Honors, for scheduling purposes, Rhonda
11 Danos will be our last; and she'll be very short, also.
12 CHIEF JUDGE JONES: Okay.
13 *(Witness being summoned to the stand)*
14 MR. FINDER: He's on his way.
11:59 15 CHIEF JUDGE JONES: Do you want to put Ms. Danos on?
16 We could shorten lunch. You could put her on after
17 Mr. Heitkamp.
18 MR. WOODS: That would be fine, your Honor.
19 CHIEF JUDGE JONES: If that's all right, if you think
11:59 20 you can do that.
21 JUDGE LAKE: Please come around, sir, to be sworn.
22 This table here is where the witnesses sit.
23 Please raise your right hand.
24 Do you solemnly swear that the testimony you
11:59 25 shall give in this case will be the truth, the whole truth, and

11:59 1 nothing but the truth, so help you God?
2 THE WITNESS: Yes, sir, I do.
3 JUDGE LAKE: You may proceed.
4 MR. FINDER: Thank you, your Honor.
12:00 5 Have a seat, sir.
6 **WILLIAM EDWARD HEITKAMP, DULY SWORN, TESTIFIED:**
7 **DIRECT EXAMINATION**
8 BY MR. FINDER:
9 Q. Please state your full name and spell your last name for
12:00 10 the court reporter.
11 A. William Edward Heitkamp, H-E-I-T-K-A-M-P.
12 Q. What is your occupation?
13 A. I am one of the two standing Chapter 13 trustees in the
14 bankruptcy court for the Southern District of Texas.
12:00 15 Q. How long have you been a bankruptcy trustee?
16 A. Since 1979.
17 Q. And what is your education?
18 A. Text A & M University degree in accounting and University
19 of Houston School of Law, licensed to practice in 1972.
12:00 20 Q. And you are still a practicing lawyer, correct?
21 A. Yes, sir.
22 Q. Are you familiar with a gentleman by the name of William
23 Greendyke?
24 A. Yes, sir.
12:00 25 Q. As a matter of fact, did you just pass in the hall?

12:00 1 A. Yes, I did.
2 Q. And what was your relationship with Judge Greendyke?
3 A. Judge Greendyke was a judge in -- bankruptcy judge in my
4 district; and I was a Chapter 13 trustee administering cases
12:01 5 that were assigned to him for several years, for the entire
6 time he was on the bench, as a matter of fact.
7 Q. So, approximately how long did you work for
8 Judge Greendyke?
9 A. Oh, I think he was on the bench for ten years at least, or
12:01 10 thereabouts.
11 Q. During your working relationship with Judge Greendyke, do
12 you recall Judge Greendyke receiving an assignment to be a
13 bankruptcy judge in a case out of the Eastern District of
14 Louisiana for Judge Porteous?
12:01 15 A. Yes, I do.
16 Q. Okay. And have you ever met Judge Porteous?
17 A. No, sir.
18 Q. Have you ever talked to Judge Porteous?
19 A. Not to my knowledge, no, sir.
12:01 20 Q. As a matter of fact, do you recognize the gentleman to your
21 left and behind you?
22 A. No, sir.
23 Q. So, if I told you that was Judge Porteous, would you agree
24 this is probably the first time you've ever seen him?
12:01 25 A. Yes, sir.

12:01 1 Q. During the course of your working with Judge Greendyke, did
2 you ever get a call from the trustee from the Eastern District
3 of Louisiana, out of New Orleans or Metairie, by the name of
4 SJ Beaulieu?
12:01 5 A. Yes, sir.
6 Q. And would that have been sometime in -- well, at least no
7 earlier than March of 2001?
8 A. I couldn't recall exactly when it was.
9 Q. Whenever it was, do you recall the substance of the
12:02 10 conversation?
11 A. I recall being advised by Mr. Beaulieu that he was the
12 trustee in a case that had been assigned to Judge Greendyke,
13 that involved someone from the State of Louisiana, that had
14 been transferred over, yes, sir.
12:02 15 Q. Was he calling to find if -- strike that.
16 To the best of your recollection, did he ask you
17 any questions about Judge Greendyke's policies or procedures?
18 A. I believe he did, yes, sir.
19 Q. And do you recall what any of those questions were about?
12:02 20 A. I know that one of the things he asked me about was the
21 confirmation order. And I believe that he asked me to provide
22 him with a copy of the form of order that we used, a
23 standard -- basically a standard form that we used to document
24 the approval or confirmation of a Chapter 13 plan. I
12:03 25 specifically recall that.

12:03 1 And I vaguely recall him asking me about other
2 issues, how the judge handled confirmations, how involved he
3 was in the process and general -- general matters, sir.
4 Q. I know you can't -- you've already testified you can't
12:03 5 remember when this conversation took place, but do you remember
6 any conversation with Mr. Beaulieu regarding how to handle tax
7 refunds from the government?
8 A. I do recall somewhat.
9 Q. What do you recall -- what was the substance of that
12:03 10 conversation, if you'll share that with the Special Committee,
11 please?
12 A. Well, I know what our procedure was; and we had a -- we had
13 a policy about them, but -- or not -- an informal policy, I
14 guess, about them. And I would assume that I would have
12:04 15 recited what -- what the procedure was.
16 Q. Can you share that with the Special Committee, what your
17 procedure was at the time, and assuming that time is calendar
18 year 2000?
19 A. It was our procedure that those tax refunds were part of a
12:04 20 Chapter 13 debtor's disposable income in so far as it was --
21 represented earnings that had been withheld that weren't used
22 to pay taxes, that they were -- they were a portion of the
23 debtor's disposable income, which was required to be committed
24 to payments in Chapter 13 cases.
12:04 25 Q. And that was related to Mr. Beaulieu?

12:04 1 A. It was related to anybody.
2 Oh, I'm sorry, I misunderstood your question. I
3 would assume that I would -- I would have no reason not to tell
4 him that, yes, sir.
12:04 5 Q. Because that was the procedure that you were familiar with?
6 A. Yes, sir.
7 Q. Was it your understanding and opinion at the time, and
8 maybe even through today, that tax refunds are part of the
9 bankruptcy estate and should be reported?
12:05 10 A. Yes, sir.
11 Q. How many cases do you have under your Chapter 13 purview?
12 A. My active caseload at this moment is approximately 8500.
13 Q. And approximately how many were there a few years ago,
14 going back to 2001, more or less?
12:05 15 A. Probably about half that.
16 Q. But even if there were 4,000 cases, do you do the due
17 diligence on each schedule that you receive, to verify what the
18 debtor told you?
19 A. I attempt to, yes, sir.
12:05 20 Q. And how much do you rely upon the information provided by a
21 debtor?
22 A. Well, I rely quite a bit on the information provided by the
23 debtor.
24 Q. Is that because good faith is part of the Chapter 13
12:05 25 system, good faith of the debtor and the debtor's obligation to

12:05 1 report truly and accurately?
2 A. Yes, sir.
3 Q. Is that why there's a certification under penalty of
4 perjury on the schedules and under the statement of financial
12:06 5 affairs, that require the debtor to truly, accurately, and
6 completely list information?
7 A. Yes, sir.
8 Q. And it is that oath and -- strike that.
9 It is based on that that you rely -- based on
12:06 10 that representation that you rely greatly on the information
11 provided by the debtor?
12 A. Yes, sir.
13 MR. FINDER: No further questions.
14 CHIEF JUDGE JONES: All right, sir.
12:06 15 Judge Porteous?
16 JUDGE PORTEOUS: I have nothing.
17 CHIEF JUDGE JONES: All right. Has no questions.
18 Mr. Heitkamp, thank you for coming over here
19 today.
12:06 20 THE WITNESS: Thank you, your Honor. May I be
21 excused?
22 CHIEF JUDGE JONES: Yes, sir.
23 MR. WOODS: Rhonda Danos.
24 *(Witness being summoned to the stand)*
12:06 25 JUDGE LAKE: Ron, how long do you think this will

SC EXHIBIT - 00032

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 515
Metairie, Louisiana 70005
(504) 831-1313

August 4, 2003

Claude C. Lightfoot Jr.
Suite 4500
3500 North Causeway Boulevard
Metairie LA 70002

In Re: Gabriel T. Porteous, Jr.
Case No. 01-12363

Dear Claude,

Enclosed is a copy of the letter I received from William E. Heitkamp, the Chapter 13 Trustee in Houston. Basically he indicates that they use the same procedure that we do.

If you have any questions, please call.

Sincerely,

S.J. Beaulieu Jr.
Chapter 13 Trustee

cc. Gabriel T. Porteous, Jr.

HP Exhibit 296

SC00674

**William E. Heitkamp**
**Chapter 13 Trustee**
**U.S. Bankruptcy Court**
**Southern District of Texas**
**9821 Katy Freeway, Suite 590**
**Houston, Texas 77024**
**713-722-1200**
**FAX 713-722-1211**

July 28, 2003

S. J. Beaulieu
Chapter 13 Trustee
433 Metairie Road, Suite 307
Metairie, LA 70005

In Re: Chapter 13 Case No. 01-12363; Gabriel T. Porteous, Jr.

Dear Mr. Beaulieu:

This is a response to your inquiry concerning completion of Chapter 13 plans. In cases that I administer for Judge Greendyke, he has consistently ruled that unless the plan pays all creditors in full, the debtor must commit all of his or her net disposable income for a minimum of 36 months. The Judge views the stated percentage in a Chapter 13 plan as an estimate of the dividend to unsecured creditors, assuming that all claims are filed, and that the estimated claims are consistent with the filed proof of claim amounts. If certain creditors do not file claims, or if their claims are filed for amounts less than what was projected at the time of confirmation, then the percentage paid to the creditors may actually be greater than that which was stated in the plan. I would fully expect the Judge to follow this interpretation of 11 U.S.C. Sec. 1325(b) in the case you have pending before him.

If you need further clarification, please feel free to contact me.

Sincerely,

William E. Heitkamp

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 307
Metairie, Louisiana 70005
(504) 831-1313

April 1, 2004

Federal Bureau of Investigation
Attn: Wayne Horner
2901 Leon C. Simon Dr.
New Orleans, LA 70126

In re: In Re Gabriel T. Porteous, Jr & Carmella A. Porteous
Case No.: 01-12363

Dear Mr. Horner:

I am Staff Attorney for S. J. Beaulieu, Jr., Chapter 13 Trustee. This letter is to respond to a conversation of Mr. Beaulieu with one of the FBI agents earlier this month.

In January, 2004, at the request of the FBI, Mr. Beaulieu met with you and several other agents. Prior to that meeting, the FBI refused to divulge why the meeting was needed or what would be discussed at the meeting. During the meeting, it was disclosed that Mr. Beaulieu was being interviewed with respect to an ongoing investigation into the captioned Chapter 13 case and debtors' activities regarding same. Also, during the meeting, the agents discussed some allegations concerning potential bankruptcy improprieties involving debtors related to: filing the original petition with their name misspelled, undisclosed income, income tax refunds, the use of credit cards, transfers of property, and lifestyle activities that might not be consistent with the debtors' schedule "J" disclosures.

In the conversation this month, the FBI agent advised Mr. Beaulieu that he should pursue further investigation into debtors' activities in this case. However, the only allegation that the Trustee has evidence of relates to debtor's FICA tax withholding which should have stopped after the FICA withholding limits were met. The additional income to debtor was not taken into account in evaluating debtors' disposable income to fund the Chapter 13 plan over three (3) years. In Mr. Beaulieu's opinion, extending the plan at this late date to recoup the difference in disposable income would not substantially increase the percentage paid to unsecured creditors.

Regarding the other allegations, the FBI has refused to provide the Trustee with any evidence of improprieties by debtors. Since Mr. Beaulieu has no evidence to support the suspicions expressed by the FBI agents, he does not intend to take further action related to these allegations.

I am enclosing a copy of the Final Account prepared in this case. The case is currently set for a Final Account hearing on May 18, 2004, at 8:40 a.m. You may file an objection to the

Trustee's Final Account or you may provide Mr. Beaulieu with evidence of wrongdoing and same will be investigated.

If further information is required, please feel free to contact me at your convenience.

With kindest regards, I am

Sincerely,

Michael F. Adoue
Staff Attorney (Ext. 222.)

Enclosure

cc: R. Michael Bolen
United States Trustee, Region 5

*United States Bankruptcy Court*
*Eastern District of Louisiana*

01-12363
Case Number

CHAPTER 13 TRUSTEE'S FINAL REPORT AND ACCOUNT

*In re:* GABRIEL T PORTEOUS JR
CARMELLA A PORTEOUS

4801 NEYREY DR
METAIRIE LA 70002

This case was:
*COMPLETED*

Final Meeting of Creditors:
*8:40 AM, May 18, 2004*

S. J. Beaulieu, Jr., Chapter 13 Trustee, respectfully submits for the Court's approval a report of his administration of this estate, avers that the case has been fully administered pursuant to FRBP 5009, and prays that he be relieved of his trust. The total amount received from or on behalf of the debtor was $ 57,600.00, which was disbursed as follows:

| # | NAME | TYPE | % ALLOWED | CLAIM AMT | PRINCIPAL PD | INTEREST PD |
|---|---|---|---|---|---|---|
| 01 | BANK ONE | DIRECT PAY | .00 | .00 | .00 | .00 |
| 02 | CHRYSLER FINANCIAL CORP | DIRECT PAY | .00 | 6,982.57 | .00 | .00 |
| 03 | CHRYSLER FINANCIAL CORP | DIRECT PAY | .00 | 6,979.35 | .00 | .00 |
| 04 | FIDELITY HOMESTEAD | DIRECT PAY | .00 | 109,488.96 | .00 | .00 |
| 05 | ECAST SETTLEMENT CORP | UNSECURED | 34.55 | 11,855.57 | 4,096.10 | .00 |
| 06 | BANK OF LOUISIANA | UNSECURED | 34.55 | 1,910.00 | 659.91 | .00 |
| 07 | JULES FONTANA ATTY | NOTICE ONLY | .00 | .00 | .00 | .00 |
| 08 | CHASE BANKCARD SERVICES | UNSECURED | 34.55 | .00 | .00 | .00 |
| 09 | CITIBANK | UNSECURED | 34.55 | .00 | .00 | .00 |
| 10 | RESURGENT CAPITAL SERVICES | UNSECURED | 34.55 | 21,227.06 | 7,333.95 | .00 |
| 11 | CITIFINANCIAL INC | UNSECURED | 34.55 | 17,711.35 | 6,119.27 | .00 |
| 12 | CITIFINANCIAL INVESTMENT | NOTICE ONLY | .00 | .00 | .00 | .00 |
| 13 | EDWARD F BUKATY III | NOTICE ONLY | .00 | .00 | .00 | .00 |
| 14 | DILLARD NATIONAL BANK | UNSECURED | 34.55 | 5,033.55 | 1,739.09 | .00 |
| 15 | DILLARD NATIONAL BANK | UNSECURED | 34.55 | 597.88 | 206.57 | .00 |
| 16 | DISCOVER FINANCIAL SERVICES | UNSECURED | 34.55 | 22,640.41 | 7,822.26 | .00 |
| 17 | AOL VISA | UNSECURED | 34.55 | .00 | .00 | .00 |
| 18 | FIRST USA | UNSECURED | 34.55 | .00 | .00 | .00 |
| 19 | JC PENNEY/MONOGRAM | UNSECURED | 34.55 | .00 | .00 | .00 |
| 20 | MAX FLOW CORP | UNSECURED | 34.55 | 5,386.54 | 1,861.05 | .00 |
| 21 | MAX FLOW CORP | UNSECURED | 34.55 | 30,931.02 | 10,686.67 | .00 |
| 22 | MAX FLOW CORP | UNSECURED | 34.55 | 29,443.71 | 10,172.80 | .00 |
| 23 | REGIONS BANK | UNSECURED | 34.55 | 5,158.98 | 1,782.43 | .00 |
| 25 | DILLARD NATIONAL BANK | UNSECURED | 34.55 | 251.54 | 86.91 | .00 |

Paid to Trustee: $ 3,274.29
Paid to Attorney: $ 1,750.00
Refunded to Debtor: $ 0.70

Disbursed to PRIORITY Creditors: $ .00
Disbursed to SECURED Creditors: $ .00
Disbursed to UNSECURED Creditors: $ 52,567.01

cc: CLAUDE C LIGHTFOOT JR
STE 450
3500 N CAUSEWAY BLVD
METAIRIE LA 70002

S. J. Beaulieu Jr.

S. J. Beaulieu, Jr.
Chapter 13 Trustee

SC00419

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

April 13, 2004

BY FEDERAL EXPRESS
S. J. Beaulieu, Jr.
433 Metairie Rd., Suite 307
Metairie, LA 70005

Dear Mr. Beaulieu:

We are writing with regard to an April 1, 2004, letter from your staff attorney, Michael F. Adoue, to FBI Special Agent DeWayne Horner, which Agent Horner has forwarded to us. We appreciate you sharing your thoughts and concerns.

As we previously discussed, we cannot comment on the existence or nature of an ongoing investigation or share any evidence that may have been gathered in the course of such an investigation. In Mr. Adoue's letter, he identifies several subjects about which it might be possible for you to make inquiries or take other investigative steps, but, as we stated previously, we take no position as to whether you should pursue any investigation in any case before you. It is entirely at your discretion whether you choose to do so. Please feel free to contact us with any additional questions.

Sincerely yours,

Noel L. Hillman
Chief, Public Integrity Section

By: _____
Noah D. Bookbinder
Daniel A. Petalas
Trial Attorneys
Public Integrity Section
Criminal Division
(202) 514-1412

cc: Special Agent DeWayne Horner, FBI
NDB:jw
Typed: 04/13/04 (by NDB)
Records Section Chron.
Bookbinder (1) Petalas (1) ACTS# 200000436

SC00420

HP Exhibit 299

08/12/03 10:25 GRAND CASINO GULFPORT Page 1
KKCTRPNT Patron Transaction Report

Patron#: [redacted] PORTEOUS, G THOMAS

| Act | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| CRDT | PCHK | CLR | CB01 | 081102 | RC009715 | | -1300.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 080302 | RC009715 | | 1300.00 | 1300.00 |
| CRDT | PCHK | ISSD | FW16 | 080202 | RC009715 | VC092602 | 1300.00 | 1300.00 |
| CRDT | CCHK | RDMD | FW16 | 080202 | RP001259 | VC092602 | -300.00 | 0.00 |
| CRDT | MRKR | RDMD | FW16 | 080202 | MK183833 | VC092602 | -1000.00 | 300.00 |
| CRDT | CCHK | ISSD | FW22 | 070502 | RP001259 | VC091138 | 300.00 | 1300.00 |
| CRDT | MRKR | RDMD | FW22 | 070502 | MK183825 | VC091138 | -1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 070502 | MK183917 | VC091089 | -500.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0104 | 070502 | MK183917 | | 500.00 | 2500.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183833 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183825 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0111 | 052602 | MK179892 | VC089076 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 052602 | MK179892 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0107 | 021202 | MK169742 | VC083957 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0107 | 021202 | MK169742 | | 1000.00 | 1000.00 |
| CRDT | PCHK | CLR | CB01 | 060501 | CC157172 | | -100.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 052801 | CC157172 | | 100.00 | 100.00 |
| CRDT | MRKR | RDMD | 0312 | 052701 | MK141325 | VC069982 | -500.00 | 100.00 |
| CRDT | PCHK | ISSD | FW26 | 052701 | CC157172 | | 100.00 | 600.00 |
| CRDT | MRKR | RDMD | FW26 | 052701 | MK141028 | VC069975 | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0312 | 052701 | MK141325 | | 500.00 | 1000.00 |
| CRDT | MRKR | VOID | 0314 | 052701 | MK141324 | | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0314 | 052701 | MK141324 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0306 | 052601 | MK141028 | | 500.00 | 500.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131405 | | 1000.00 | 1000.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131402 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 062700 | MK102795 | VC050499 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 062700 | MK102795 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0214 | 042900 | MK095495 | VC046934 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0214 | 042900 | MK095495 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | FW24 | 030700 | MK089384 | VC044010 | -500.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 030700 | MK089384 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0111 | 123099 | MK081396 | VC040183 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 123099 | MK081396 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038253 | VC019228 | -500.00 | 0.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038247 | VC019228 | -500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038222 | VC019228 | -500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038253 | | 500.00 | 1500.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038247 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038222 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0204 | 090698 | MK036634 | VC018388 | -500.00 | 0.00 |

Continues On Next Page

SC01131

HP Exhibit 301(a)

CF32798:20010726071 3:9999 scanned on STATEMENTMANAGER by Operator Statement Manager on Jul 26, 2001 at 10:20:47 AM - Page 129 of 140.

[redacted]

0 53200 416 047175 H

k One, NA
/ Box 3399
Baton Rouge, LA 70821

JUDGE G THOMAS PORTEOUS JR
OR MRS G THOMAS PORTEOUS
4801 WEYREY DR
METAIRIE LA 70002-1426

Items enclosed 25

Acct # [redacted]

Taxpayer ID # [redacted]

MAR 23 to APR 23, 2001

Page 1 of 4

ACCOUNT INQUIRIES ---------- 800-777-8837
HEARING IMPAIRED ---------- 888-663-4833

Summary of Account Balances

All summary balances shown are as of April 23, 2001.

| Checking and Savings | Interest paid this year | Balance as of Apr. 23 |
|---|---|---|
| terest One Checking [redacted] | $10.82 | 5,493.91 |
| | $10.82 | $5,493.91 |

INTEREST ONE CHECKING
Account number [redacted]

| | |
|---|---|
| Beginning balance | $ 359.07 |
| Checks paid | - 6,394.93 |
| Other withdrawals | - 2,788.38 |
| Deposits | + 14,118.15 |
| Balance as of Apr. 23 | $ 5,493.91 |

continues

HP Exhibit 301(b)

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0 53200 416 047176 H

E G THOMAS PORTEOUS JR

Acct # [redacted]

MAR 23 to APR 23, 2001



| | |
|---|---|
| Interest earned this period | $3.09 |
| Annual Percentage Yield earned this period | 00.76 |

Checks paid

| Number | Amount | Date paid | Number | Amount | Date paid | | |
|---|---|---|---|---|---|---|---|
| 4023 | 50.00 | 03-28 | 4041 | 177.52 | 04-09 | 00000069166289 | 00000063913906 |
| 4027* | 33.00 | 03-30 | 4042 | 725.00 | 04-03 | 00000063775257 | 00000064794270 |
| 4028 | 60.00 | 03-30 | 4043 | 38.06 | 04-05 | 00000062799982 | 00000063016215 |
| 4029 | 14.00 | 04-12 | 4044 | 200.00 | 04-05 | 00000064034027 | 00000063005321 |
| 4031* | 185.00 | 04-13 | 4045 | 157.23 | 04-05 | 00000063281913 | 00000064603849 |
| 4032 | 43.22 | 04-10 | 4046 | 1,429.89 | 04-10 | 00000062422058 | 00000063431658 |
| 4033 | 40.20 | 04-04 | 4047 | 330.00 | 04-19 | 00000064234437 | 00000063042222 |
| 4034 | 90.00 | 04-04 | 4048 | 330.15 | 04-19 | 00000064351979 | 00000063042223 |
| 4036* | 43.80 | 04-06 | 4049 | 72.05 | 04-13 | 00000063499182 | 00000062697870 |
| 4037 | 48.36 | 04-04 | 4050 | 5.10 | 04-13 | 00000064230129 | 00000063378178 |
| 4038 | 53.61 | 04-05 | 131402* | 1,000.00 | 04-05 | 00000063865375 | 00000064668081 |
| 4039 | 44.74 | 04-04 | 131405* | 1,900.00 | 04-06 | 00000062984583 | 00000063514896 |
| 4040 | 234.00 | 04-03 | | | | 00000062896455 | |

* Checks not listed were shown on a previous statement or had not yet cleared as of 04-23-01.

continues

0 53200 416 047177 N

G THOMAS PORTEOUS JR

Acct # [redacted]

MAR 23 to APR 23, 2001



Other withdrawals including charges and fees

| Date | Description | | | |
|---|---|---|---|---|
| 03-27 | Fee Other Bank ATM | | 1.50 | 00000000028891 |
| 03-27 | Other Bank ATM Cash From Checking 0327 5050 Williams Blvd . Kenner | LA | 103.00 | 00000000028891 |
| 03-27 | ACH Debit State Farm Ro ZZ 0392751822 Insurance | | 203.93 | 20010856971843 |
| 04-02 | Fee Other Bank ATM | | 1.50 | 00000000029101 |
| 04-02 | Other Bank ATM Cash From Checking 0401 5050 Williams Blvd . Kenner | LA | 63.00 | 00000000029101 |
| 04-02 | Bank One ATM Cash From Checking 0402 3420 Severn Ave. Metairie | LA | 100.00 | 00000000027863 |
| 04-03 | Bank One ATM Cash From Checking 0403 1400 Veterans Blvd Metairie | LA | 120.00 | 00000000032326 |
| 04-06 | Bank One ATM Cash From Checking 0406 3420 Severn Ave. Metairie | LA | 120.00 | 00000000040764 |
| 04-09 | Fee Other Bank ATM | | 1.50 | 00000000032190 |
| 04-09 | Fee Other Bank ATM | | 1.50 | 00000000032191 |
| 04-09 | Other Bank ATM Cash From Checking 0408 Beau Rivage C L Biloxi | MS | 102.00 | 00000000032190 |
| 04-09 | Other Bank ATM Cash From Checking 0408 Beau Rivage C R Biloxi | MS | 202.00 | 00000000032191 |
| 04-09 | ACH Debit Bank One 552 000340000203579 Loan Paymt 552 | | 493.95 | 20010963436463 |
| 04-12 | Fee Other Bank ATM | | 1.50 | 00000000039123 |
| 04-12 | Bank One ATM Cash From Checking 0412 3420 Severn Ave. Metairie | LA | 20.00 | 00000000037641 |
| 04-12 | Bank One ATM Cash From Checking 0411 3420 Severn Ave. Metairie | LA | 60.00 | 00000000039122 |
| 04-12 | Bank One ATM Cash From Checking 0412 4545 Veterans Blvd Metairie | LA | 100.00 | 00000000039121 |
| 04-12 | Other Bank ATM Cash From Checking 0412 4 Canal Harrahs 10 New Orleans | LA | 104.00 | 00000000039123 |
| 04-13 | Bank One ATM Cash From Checking 0413 1400 Veterans Blvd Metairie | LA | 100.00 | 00000000041623 |
| 04-16 | Bank One ATM Cash From Checking 0416 3420 Severn Ave. Metairie | LA | 40.00 | 00000000028041 |
| 04-16 | Bank One ATM Cash From Checking 0414 3420 Severn Ave. Metairie | LA | 100.00 | 00000000036135 |
| 04-18 | Fee Other Bank ATM | | 1.50 | 00000000031563 |
| 04-18 | Bank One ATM Cash From Checking 0417 3540 Williams Blvd Kenner | LA | 140.00 | 00000000030942 |
| 04-18 | Other Bank ATM Cash From Checking 0418 5050 Williams Blvd . Kenner | LA | 163.00 | 00000000031563 |
| 04-23 | Fee Other Bank ATM | | 1.50 | 00000000027773 |
| 04- | Fee Other Bank ATM | | 1.50 | 00000000027772 |
| 04- | Fee Other Bank ATM | | 1.50 | 00000000031006 |
| 04-23 | Other Bank ATM Cash From Checking 0422 5050 Williams Blvd . Kenner | LA | 103.00 | 00000000031006 |
| 04-23 | Other Bank ATM Cash From Checking 0422 5050 Williams Blvd . Kenner | LA | 103.00 | 00000000027772 |
| 04-23 | Other Bank ATM Cash From Checking 0422 5050 Williams Blvd . Kenner | LA | 103.00 | 00000000027773 |
| 04-23 | Bank One ATM Cash From Checking 0421 3420 Severn Ave. Metairie | LA | 120.00 | 00000000040261 |

continues

0 53200 416 047178 N

Æ G THOMAS PORTEOUS JR

Acct # [redacted]

MAR 23 to APR 23, 2001



Other withdrawals including charges and fees

| Date | Description | | |
|---|---|---|---|
| 04-23 | Service Fee | 11.00 | |

Deposits and other additions

| Date | Description | | |
|---|---|---|---|
| 03-27 | Deposit | 2,000.00 | 00000063011061 |
| 04-02 | ACH Credit Usc Treas 310 [redacted] Fed Salary | 7,708.51 | 20010888686230 |
| 04-13 | ACH Credit Us Treasury 220 [redacted] Irs Tax Refund | 4,143.72 | 20011015013477 |
| 04-18 | Deposit | 238.83 | 00000063742007 |
| 04-23 | Interest Payment | 3.09 | 00000000000000 |
| 04-23 | Deposit | 27.00 | 00000063700076 |

Your minimum balance this statement period was $ 559.07 .

Fees and charges

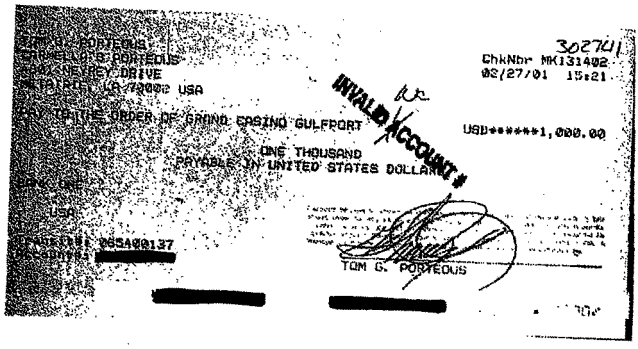
When you maintain the required minimum balance during the statement period, the monthly service fee on your account is waived.

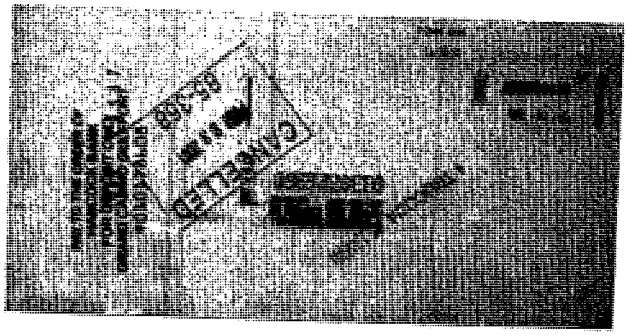
FIND OUT HOW AFFORDABLE TERM LIFE INSURANCE CAN BE FOR YOU AND YOUR
'LY BY CALLING THE ONE QUOTE. CALL TODAY FOR YOUR FREE, NO OBLIGATION
LIFE INSURANCE QUOTE AT 1-888-663-8376 OR GO TO WWW.THEONEQUOTE.COM
INSURANCE IS NOT A DEPOSIT, NOT FDIC INSURED; NO BANK GUARANTEE.

DID YOU KNOW YOU CAN BANK ANYTIME DAY OR NIGHT? JUST CALL BANK ONE BY
PHONE AT 1-800-777-8837 TO DO YOUR BANKING FROM ANY TELEPHONE. TRANSFER
FUNDS, GET BALANCE INFORMATION, BALANCE YOUR CHECKBOOK AND MORE. CALL
TODAY TO SEE FOR YOURSELF THAT BANKING HAS NEVER BEEN EASIER.

,00305225008:2596 scanned on SCANER19 by Operator TTHWAIR on May 23, 2003 at 10:08:22 AM - Page 124 of 680. : Best Copy

TFULLY, THIS CHECK STYLE DOES NOT PHOTOCOPY WELL.

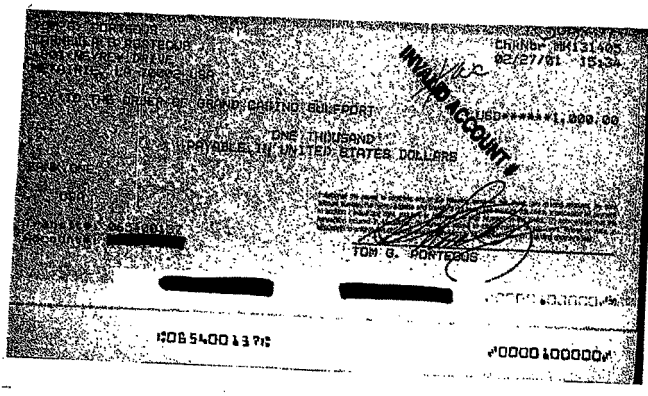


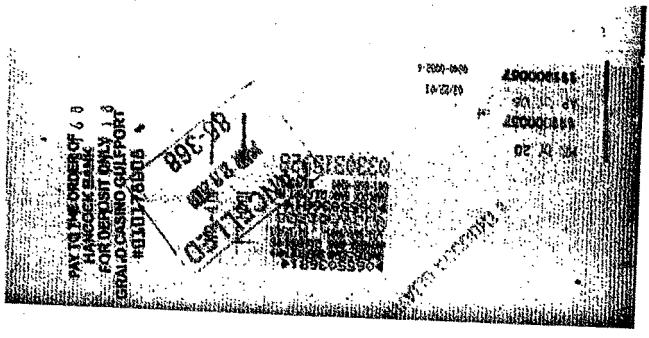



REQUEST 200305225008 1000.00
ROLL L29515 20010405 000000064668081
JOB 06643 P ACCT 0000006902379554
REQUESTOR SUBPNA RK 0522030058
SUBPOENA THOMAS PORTEOUS JR

TX1-0057
INDY LEGAL ITEMS

200305225008:2598 scanned on SCANER19 by Operator TTHWAIR on May 23, 2003 at 10:09:54 AM - Page 126 of 680. : Best Copy




REQUEST 200305225008 1000.00
ROLL L29541 20010406 000000063514896
JOB 06643 P ACCT 0000006902379554
REQUESTOR SUBPNA RK 0522030058
SUBPOENA THOMAS PORTEOUS JR

TX1-0057
INDY LEGAL ITEMS

Print Key Output

Page 1

69SSI V4R4M0 990521 TREASURE 07/10/02 13:48:44

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2440 00 Customer Transaction Inquiry 13:48 7/10/02

POSTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 4/10/01 S | 500.00- | | | |
| | 00059019 | MK-MRK | P | 3/03/01 S | 500.00/ | .00 | 3/03/01 | |
| | | CHP | A | 3/03/01 G | 500.00- | | | |
| | 00059013 | MK-MRK | P | 3/02/01 S | 500.00 | .00 | 3/27/01 | |
| | | CSH | A | 3/27/01 G | 500.00- | | | |
| | 00059012 | MK-MRK | P | 3/02/01 S | 500.00 | .00 | 3/27/01 | |
| | | CSH | A | 3/27/01 G | 500.00- | | | |
| | 00059011 | MK-MRK | P | 3/02/01 S | 500.00 | .00 | 3/27/01 | |
| | | CSH | A | 3/27/01 G | 500.00- | | | |
| | 00059002 | MK-MRK | P | 3/02/01 S | 500.00 | .00 | 3/03/01 | |
| | | CHP | A | 3/03/01 G | 500.00- | | | |
| | 00059001 | MK-MRK | V | 3/02/01 S | 500.00 | .00 | 0/00/00 | |
| | 00059000 | MK-MRK | P | 3/02/01 S | 500.00 | .00 | 3/03/01 | + |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,F=Frnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01441

HP Exhibit 302

Print Key Output

Page 1

69551 V4RHM0 990521 TREASURS 07/10/02 13:49:10

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

82440 00 Customer Transaction Inquiry 13:49 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab. 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 3/03/01 G | 500.00- | | | |
| | 00058997 | MK-MRK | P | 3/02/01 S | 500.00 | .00 | 3/03/01 | |
| | | CHP | A | 3/03/01 G | 500.00- | | | |
| | 00056148 | MK-MRK | P | 12/07/00 S | 500.00 | .00 | 12/07/00 | |
| | | CHP | A | 12/07/00 S | 500.00- | | | |
| | 00056144 | MK-MRK | P | 12/07/00 S | 500.00 | .00 | 12/07/00 | |
| | | CHP | A | 12/07/00 S | 500.00- | | | |
| | 00056143 | MK-MRK | P | 12/07/00 S | 500.00 | .00 | 12/07/00 | |
| | | CHP | A | 12/07/00 S | 500.00- | | | |
| | 562 | CK-PER | P | 11/30/00 D | 1,500.00 | .00 | 12/07/00 | PAYMENT |
| | | CLR | A | 12/07/00 S | 1,500.00- | | | |
| | 00055200 | MK-MRK | P | 11/07/00 G | 500.00 | .00 | 11/30/00 | |
| | | CSH | A | 11/30/00 D | 500.00- | | | |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Sums F9=Over Lst F12=Cancel

SC01442

```
CRRQ209  TEV  Prop 06        BEAU RIVAGE - RESTRICTED          6/29/02  04:20P
      B R                         CREDIT HISTORY          Go To: ____________

  Account #: [redacted]   Customer Name: PORTEOUS, GABRIEL THOMAS

  Credit Limit:      $3,500                          TTO
    Authorizer: JOD       Date: 11/01/01
      Comments: TTO TO 3.5K JDURKEE
                                                                APPR TTO LMT

  Credit Limit:      $4,000                          TTO
    Authorizer: KSL       Date:  4/06/01
      Comments: TTO 1500.00 WITH PERM. INCREAS
                4K  CANDY                                       APPR TTO LMT

  Credit Limit:      $2,500
    Authorizer: TEV       Date:  4/15/99
      Comments: PAY ON DEPARTURE
                                                                APPR CR LMT

F1-Inquire                          F9-Alpha  F13-Next   F11-Go To     F16-Exit
                        F8-Clear    F12-Help  F14-Prev  SF11-Go Back  SF16-Logoff

                                                                  BLOCK
```

SC01152

HP Exhibit 303

CRRQ220 LIH BEAU RIVAGE - RESTRICTED 6/25/02 07:27P
Prop Nbr: 06 BALANCE ACTIVITY Go To: _____

Account #: [redacted] Name: PORTEOUS, GABRIEL THOMAS Stop Code: E
Credit Line: 2,500 Bal Owed: 0 Credit Avail: 2,500
Comments:

Display Range Start Date: _____ Range End Date: _____

| Date | Document# | Action | Amount | Payment Method(s) | Balance Owed |
|---|---|---|---|---|---|
| 7/20/99 | 4010730 | PAID-PIT | 500 | CHIPS | 0 |
| 4/13/00 | 62450 | DREW-PIT | 1,000 | | 1,000 |
| 4/16/00 | 4034527 | PAID-CAGE | 1,000 | CHIPS | 0 |
| 7/14/00 | 79424 | DREW-PIT | 1,000 | | 1,000 |
| 7/15/00 | 4043391 | PAID-PIT | 1,000 | CHIPS | 0 |
| 4/07/01 | 127556 | DREW-PIT | 500 | | 500 |
| 4/07/01 | 127558 | DREW-PIT | 500 | | 1,000 |
| 4/08/01 | 127646 | DREW-PIT | 500 | | 1,500 |
| 4/08/01 | 4069177 | PAID-PIT | 500 | CHIPS | 1,000 |
| 4/08/01 | 127658 | DREW-PIT | 500 | | 1,500 |
| 4/08/01 | 4069190 | PAID-PIT | 500 | CHIPS | 1,000 |
| 5/04/01 | 4071922 | PAID-CAGE | 1,000 | PSNL CHECK | 1,000 |
| 5/05/01 | 3013860 | DEPOSIT CK | 1,000 | | 1,000 |

F1-Inquire F3-Print F8-Clear F9-Alpha F12-Help F13-Next F14-Prev F11-Go To F16-Exit SF11-Go Back SF16-Logoff

BLOCK

SC01197

HP Exhibit 304

CRRQ220 LIH BEAU RIVAGE - RESTRICTED 6/25/02 07:27P
Prop Nbr: 06 BALANCE ACTIVITY Go To: _____

Account #: [redacted] Name: PORTEOUS, GABRIEL THOMAS Stop Code: E
Credit Line: 2,500 Bal Owed: 0 Credit Avail: 2,500
Comments:

Display Range Start Date: _____ Range End Date: _____

| Date | Document# | Action | Amount | Payment Method(s) | Balance Owed |
|---|---|---|---|---|---|
| 5/19/01 | 3013860 | CHK CLEAR | 1,000 | | 0 |
| 10/31/01 | 164622 | DREW-PIT | 500 | | 500 |
| 10/31/01 | 164628 | DREW-PIT | 500 | | 1,000 |
| 10/31/01 | 164637 | DREW-PIT | 500 | | 1,500 |
| 10/31/01 | 164649 | DREW-PIT | 500 | | 2,000 |
| 10/31/01 | 164652 | DREW-PIT | 500 | | 2,500 |
| 11/01/01 | 164659 | DREW-PIT | 500 | | 3,000 |
| 11/01/01 | 4089292 | PAID-CAGE | 2,500 | CHIPS | 500 |
| 11/01/01 | 4089293 | PAID-PIT | 500 | CHIPS | 0 |

F1-Inquire F3-Print F9-Alpha F13-Next F11-Go To F16-Exit
F8-Clear F12-Help F14-Prev SF11-Go Back SF16-Logoff
BLOCK

owed 2500 on 10/31

repaid on 11/01

SC01198

Print Key Output Page 1
59SS1 V4R4M0 990521 TREASURE 07/10/02 13:48:20

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

02400 00 Customer Transaction Inquiry 13:48 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | 00061216 | MK-MRK | P | 5/07/01 D | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 S | 1,000.00- | | | 6A#MTL |
| | 00061212 | MK-MRK | P | 5/07/01 D | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 S | 1,000.00- | | | 6A#MTL |
| | 00061209 | MK-MRK | P | 5/07/01 D | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 S | 1,000.00- X = 0 | | | 6A#MTL |
| | 00060321 | MK-MRK | P | 4/10/01 S | 500.00 | .00 | 4/10/01 | |
| | | CHP | A | 4/10/01 S | 500.00- | | | |
| | 00060328 | MK-MRK | P | 4/10/01 S | 500.00 | .00 | 4/10/01 | |
| | | CHP | A | 4/10/01 S | 500.00- | | | |
| | 00060319 | MK-MRK | P | 4/10/01 S | 500.00 | .00 | 4/10/01 | |
| | | CHP | A | 4/10/01 S | 500.00- | | | |
| | 00060317 | MK-MRK | P | 4/10/01 S | 500.00 | .00 | 4/10/01 | + |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01440

HP Exhibit 305

```
                    Print Key Output                                    Page   1
 69SSI V4R4M0 990521                TREASURE              07/10/02  13:48:44

  Display Device  . . . . . .  CREDIT1
  User  . . . . . . . . . . .  CREDIT

 #2400   00              Customer Transaction Inquiry          13:48   7/10/02

PORTEOUS, GABRIEL J.,Jr          D.O.B.: 12/15/46          Customer #: [redacted]
NEW ORLEANS       LA 70130-3313                            Date Estab:   9/05/94

Sel Item #    Type  Sts Date/Shft      Amount      Curr Bal    Pymt   Description
                 CHP A  4/10/01 S       500.00-
    00059019 MK-MRK P  3/03/01 S       500.00;          .00  3/03/01
                 CHP A  3/03/01 G       500.00-
    00059013 MK-MRK P  3/02/01 S       500.00           .00  3/27/01
                 CSH A  3/27/01 G       500.00-
    00059012 MK-MRK P  3/02/01 S       500.00           .00  3/27/01
                 CSH A  3/27/01 G       500.00-
    00059011 MK-MRK P  3/02/01 S       500.00           .00  3/27/01
                 CSH A  3/27/01 G       500.00-
    00059002 MK-MRK P  3/02/01 S       500.00           .00  3/03/01
                 CHP A  3/03/01 G       500.00-
    00059001 MK-MRK V  3/02/01 S       500.00           .00  0/00/00
    00059000 MK-MRK P  3/02/01 S       500.00           .00  3/03/01          +
Sel: I=Inquiry
Dsply Trans: A  (A=All,C=Chks,M=Mrkrs,R=Retrns,F=Frnt Mony,S=Safekp,W=Wrtoff(s)

F3=Exit  F6=Remarks  F7=Cust Info  F8=Tran Summ  F9=Over Lmt  F12=Cancel
```

SC01441

SEU

MG1140.CMR1140 DISPLAY PATRON CREDIT ACTIVITY 12:50:10 07/02/02
OCR MENU-05 NOCR1W01

SYSTEM I.D. [redacted] MSGS STATUS REGSTOP
PATRON NAME PORTEOUS, GABRIEL TOT AVAIL 4,000.00
SECOND NAME

| LINE NO | L | ITEM NO | TYP | STA | AMOUNT | PIT/ AREA | GAME/ TABLE | MRKR LOC# | ENT. BY | TRANSACTION DATE | S | TIME | DEP OR CLEAR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | - | 0106851 | CCK | RDM | 1000.00 | 01 | 01112 | 01 | SCOTT J | 122001 | | 21:50 | 11902 |
| | | | CHP | | 1000.00 | 01 | 01112 | | PETERS | 122001 | | 22:12 | |
| 2 | - | 0099130 | CCK | RDM | 1000.00 | 01 | 01102 | 01 | CASIMIR | 92801 | | 23:08 | 102801 |
| | | | CHP | | 1000.00 | 01 | 01102 | | CASIMIR | 92801 | | 23:25 | |
| 3 | - | 0099123 | CCK | RDM | 1000.00 | 01 | 01102 | 01 | CASIMIR | 92801 | | 21:51 | 102801 |
| | | | CHP | | 1000.00 | 01 | 01102 | | CASIMIR | 92801 | | 22:34 | |
| 4 | - | 0084898 | CCK | RDM | 500.00 | 03 | 01313 | 01 | CASIMIR | 43001 | | 23:36 | 53001 |
| | | | CHP | | 500.00 | 03 | 01313 | | SMITH | 43001 | | 00:15 | |
| 5 | - | 0084899 | CCK | RDM | 500.00 | 03 | 01313 | 01 | CASIMIR | 43001 | | 23:51 | 53001 |
| | | | CHP | | 500.00 | 03 | 01313 | | SMITH | 43001 | | 00:15 | |

F1=Exit F2=Previous F3=Msgs F5=Status F8=Hist F9=CCR F15=CrdBal

9/28 owed Harrah's 2K
check cleared 10/28

SC01314



HP Exhibit 306

Print Key Output Page 1
69SS1 V4R4M0 990521 TRSASURE 07/10/02 13:47:53

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:47 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Stm | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00064677 | MK-MRK | D | 8/20/01 D | 1,000.00 | .00 | 8/20/01 | |
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00063744 | MK-MRK | P | 7/23/01 S | 1,000.00 | .00 | 7/23/01 | |
| | | CHP | A | 7/23/01 S | 1,000.00- | | | |
| | 00063615 | MK-MRK | P | 7/19/01 S | 500.00 | .60 | 7/19/01 | |
| | | CHP | A | 7/19/01 S | 500.00- | | | |
| | 00062678 | MK-MRK | P | 6/20/01 S | 500.00 | .00 | 6/20/01 | |
| | | CHP | A | 6/20/01 S | 500.00- | | | |
| | 00061520 | MK-MRK | P | 5/16/01 S | 500.00 | .00 | 5/16/01 | |
| | | CHP | A | 5/16/01 S | 500.00- | | | |
| | 00061270 | MK-MRK | P | 5/07/01 S | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 S | 1,000.00- | | | SA#MTL + |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Prnt Mony,S=Safekp,W=Wrtoffs)

P3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01439

HP Exhibit 307

Print Key Output

Page 1

59SSI V4R4M0 990521 TREASURE 07/10/02 13:48:20

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:48 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|---|
| | 00061216 | MK-MRK | P | 5/07/01 | D | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 | S | 1,000.00- | | | 6A#MTL |
| | 00061212 | MK-MRK | P | 5/07/01 | D | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 | S | 1,000.00- | | | 6A#MTL |
| | 00061209 | MK-MRK | P | 5/07/01 | D | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 | S | 1,000.00- X=D | | | 6A#MTL |
| | 00060321 | MK-MRK | P | 4/10/01 | S | 500.00 | .00 | 4/10/01 | |
| | | CHP | A | 4/10/01 | S | 500.00- | | | |
| | 00060320 | MK-MRK | P | 4/10/01 | S | 500.00 | .00 | 4/10/01 | |
| | | CHP | A | 4/10/01 | S | 500.00- | | | |
| | 00060319 | MK-MRK | P | 4/10/01 | S | 500.00 | .00 | 4/10/01 | |
| | | CHP | A | 4/10/01 | S | 500.00- | | | |
| | 00060317 | MK-MRK | P | 4/10/01 | S | 500.00 | .00 | 4/10/01 | + |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,F=Frnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F5=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01440

Print Key Output Page 1
[illegible]59SS1 V4R4M0 990521 TREASURE 07/10/02 13:47:53

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:47 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pyst | Description |
|---|---|---|---|---|---|---|---|---|
| | | | CHP A | 8/20/01 S | 1,000.00- | | | |
| | 00064677 | MK-MRK | D | 8/20/01 D | 1,000.00 | .00 | 8/20/01 | |
| | | | CHP A | 8/20/01 S | 1,000.00- | | | |
| | 00063744 | MK-MRK | P | 7/23/01 S | 1,000.00 | .00 | 7/23/01 | |
| | | | CHP A | 7/23/01 S | 1,000.00- | | | |
| | 00063615 | MK-MRK | P | 7/19/01 S | 500.00 | .00 | 7/19/01 | |
| | | | CHP A | 7/19/01 S | 500.00- | | | |
| | 00062670 | MK-MRK | P | 6/20/01 S | 500.00 | .00 | 6/20/01 | |
| | | | CHP A | 6/20/01 S | 500.00- | | | |
| | 00061520 | MK-MRK | P | 5/16/01 S | 500.00 | .00 | 5/16/01 | |
| | | | CHP A | 5/16/01 S | 500.00- | | | |
| | 00061230 | MK-MRK | P | 5/07/01 S | 1,000.00 | .00 | 5/09/01 | |
| | | | CHP A | 5/09/01 S | 1,000.00- | | | |

6A#MTL +

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Frnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01439

HP Exhibit 308

08/12/03 10:25 GRAND CASINO GULFPORT Page 1
KKCTRPNT Patron Transaction Report

Patron#: [redacted] PORTEOUS, G THOMAS

| Act | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| CRDT | PCHK | CLR | CB01 | 081102 | RC009715 | | -1300.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 080302 | RC009715 | | 1300.00 | 1300.00 |
| CRDT | PCHK | ISSD | FW16 | 080202 | RC009715 | VC092602 | 1300.00 | 1300.00 |
| CRDT | CCHK | RDMD | FW16 | 080202 | RP001259 | VC092602 | -300.00 | 0.00 |
| CRDT | MRKR | RDMD | FW16 | 080202 | MK183833 | VC092602 | -1000.00 | 300.00 |
| CRDT | CCHK | ISSD | FW22 | 070502 | RP001259 | VC091138 | 300.00 | 1300.00 |
| CRDT | MRKR | RDMD | FW22 | 070502 | MK183825 | VC091138 | -1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 070502 | MK183917 | VC091089 | -500.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0104 | 070502 | MK183917 | | 500.00 | 2500.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183833 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183825 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0111 | 052602 | MK179892 | VC089076 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 052602 | MK179892 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0107 | 021202 | MK169742 | VC083957 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0107 | 021202 | MK169742 | | 1000.00 | 1000.00 |
| CRDT | PCHK | CLR | CB01 | 060501 | CC157172 | | -100.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 052801 | CC157172 | | 100.00 | 100.00 |
| CRDT | MRKR | RDMD | 0312 | 052701 | MK141325 | VC069982 | -500.00 | 100.00 |
| CRDT | PCHK | ISSD | FW26 | 052701 | CC157172 | | 100.00 | 600.00 |
| CRDT | MRKR | RDMD | FW26 | 052701 | MK141028 | VC069975 | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0312 | 052701 | MK141325 | | 500.00 | 1000.00 |
| CRDT | MRKR | VOID | 0314 | 052701 | MK141324 | | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0314 | 052701 | MK141324 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0306 | 052601 | MK141028 | | 500.00 | 500.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131405 | | 1000.00 | 1000.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131402 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 062700 | MK102795 | VC050499 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 062700 | MK102795 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0214 | 042900 | MK095495 | VC046934 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0214 | 042900 | MK095495 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | FW24 | 030700 | MK089384 | VC044010 | -500.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 030700 | MK089384 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0111 | 123099 | MK081396 | VC040183 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 123099 | MK081396 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038253 | VC019228 | -500.00 | 0.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038247 | VC019228 | -500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038222 | VC019228 | -500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038253 | | 500.00 | 1500.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038247 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038222 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0204 | 090698 | MK036634 | VC018388 | -500.00 | 0.00 |

Continues On Next Page

SC01131

HP Exhibit 309

D 53674 416 043484 M

JUDGE G THOMAS PORTEOUS JR

Acct # [redacted]

MAY 23 to JUN 22, 2001



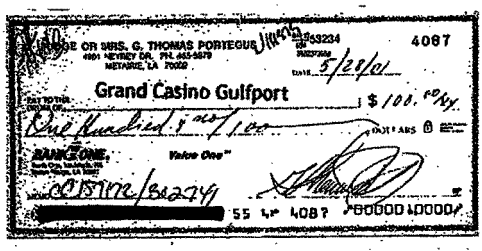
| | |
|---|---|
| Interest earned this period | 62.71 |
| Annual Percentage Yield earned this period | 00.75 |

Checks paid

| Number | Amount | Date paid | Number | Amount | Date paid | | |
|---|---|---|---|---|---|---|---|
| | 86.83 | 06-07 | 4098* | 48.36 | 06-05 | 0000006381375 | 0000006222624 |
| 4074 | 55.78 | 05-23 | 4099 | 53.38 | 06-06 | 0000006327578 | 0000006260531 |
| 4075* | 37.88 | 05-29 | 4101* | 55.29 | 06-06 | 0000006445797 | 0000006334544 |
| 4083* | 35.00 | 06-04 | 4102 | 500.00 | 05-04 | 0000006436704 | 0000006439653 |
| 4084 | 50.00 | 06-05 | 4104* | 60.00 | 05-30 | 0000006489365 | 0000006317383 |
| 4085 | 60.00 | 05-30 | 4105 | 200.00 | 06-05 | 0000006286391 | 0000006485974 |
| 4086 | 500.00 | 05-29 | 4106 | 154.00 | 06-06 | 0000006945734 | 0000006256386 |
| 4087 | 100.00 | 05-30 | 4107 | 34.80 | 06-01 | 0000006283703 | 0000006268501 |
| 4088 | 200.00 | 05-30 | 4108 | 229.00 | 06-04 | 0000006273864 | 0000006466228 |
| 4089 | 3,205.00 | 05-29 | 4109 | 23.39 | 06-04 | 0000006341218 | 0000006341174 |
| 4090 | 339.15 | 06-11 | 4110 | 100.00 | 06-04 | 0000006441731 | 0000006368335 |
| 4091 | 330.00 | 06-11 | 4112* | 44.57 | 06-07 | 0000006441731 | 0000006208587 |
| 4092 | 330.15 | 06-19 | 4113 | 27.72 | 06-06 | 0000006232096 | 0000006419310 |
| 4093 | 330.00 | 06-14 | 4114 | 191.09 | 06-05 | 0000006479719 | 0000006320873 |
| 4094 | 25.00 | 06-08 | 4115 | 55.14 | 06-06 | 0000006344324 | 0000006270607 |
| 4095 | 1,429.89 | 06-04 | 4116 | 10.87 | 06-11 | 0000006336118 | 0000006287209 |
| 4096 | 43.80 | 06-07 | 4117 | 51.82 | 06-18 | 0000006379438 | 0000006273860 |

continues

12121;200305225008:2641 scanned on SCANER02 by Operator DDUNLAP on May 23, 2003 at 12:30:17 PM - Page 158 of 680. : Best Copy


MUDGE OR MRS. G. THOMAS PORTEOUS
4001 NEVREY DR. PH. 465-5879
METAIRIE, LA 70002

53234 4087

DATE 5/28/01

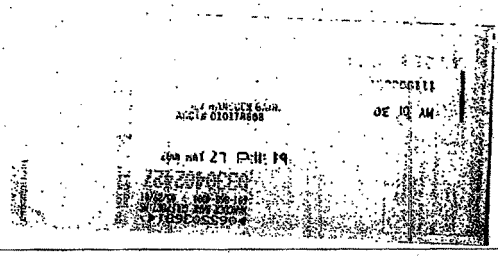
PAY TO THE ORDER OF Grand Casino Gulfport $ 100.00/xx

One Hundred & no/100 DOLLARS

BANK ONE. Value One

CC 157172/302741

[redacted] 55 4087 00000 10000


ACCT# 010178608

2003 MAY 27 P 11:19

REQUEST 200305225008 100.00
ROLL L30609 20010530 000000062837073
JOB 06645 P ACCT 0000006902379554
REQUESTOR SUBPNA RK 0522030058
SUBPOENA THOMAS PORTEOUS JR

TX1-0057
INDY LEGAL ITEMS

```
                    Print Key Output                                    Page   1
[redacted]59SS1 V4RMM0 990521                TREASURZ          07/10/02  13:47:53

  Display Device . . . . . . . CREDIT1
  User . . . . . . . . . . . . CREDIT

 #2440   #0                Customer Transaction Inquiry          13:47   7/10/02

PORTEOUS, GABRIEL J.,Jr          D.O.B.: 12/15/46          Customer #:[redacted]
NEW ORLEANS      LA 70130-3313                             Date Estab:   9/05/94

Sel Item #   Type  Sts Date/Shft     Amount      Curr Bal    Pymt   Description
                CHP A  8/20/01 S   1,000.00-
    00064617 MK-MRK D  8/20/01 D   1,000.00          .00  8/20/01
                CHP A  8/20/01 S   1,000.00-
    00063744 MK-MRK P  7/23/01 S   1,000.00          .00  7/23/01
                CHP A  7/23/01 S   1,000.00-
    00063615 MK-MRK P  7/19/01 S     500.00          .00  7/19/01
                CHP A  7/19/01 S     500.00-
    00062678 MK-MRK P  6/20/01 S     500.00          .00  6/20/01
                CHP A  6/20/01 S     500.00-
    00061520 MK-MRK P  5/16/01 S     500.00          .00  5/16/01
                CHP A  5/16/01 S     500.00-
    00061230 MK-MRK P  5/07/01 S   1,000.00          .00  5/09/01
                CSH A  5/09/01 S   1,000.00-                      6A#NTL    *
Sel: I=Inquiry
Dsply Trans: A  (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit  F6=Remarks  F7=Cust Info  F8=Tren Sums  F9=Over Lmt  F12=Cancel
```

SC01439

HP Exhibit 310

[redacted] Print Key Output Page 1
[redacted]59SS1 V4R4M0 990521 TRBASURE 07/10/02 13:47:53

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:47 7/10/02

PORTBOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
MSW ORLEANS LA 70130-3313 Date Setab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00064677 | MK-MRK | D | 8/20/01 D | 1,000.00 | .00 | 8/20/01 | |
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00063744 | MK-MRK | P | 7/23/01 S | 1,000.00 | .00 | 7/23/01 | |
| | | CHP | A | 7/23/01 S | 1,000.00- | | | |
| | 00063615 | MK-MRK | P | 7/19/01 S | 500.00 | .00 | 7/19/01 | |
| | | CHP | A | 7/19/01 S | 500.00- | | | |
| | 00062678 | MK-MRK | P | 6/20/01 S | 500.00 | .00 | 6/20/01 | |
| | | CHP | A | 6/20/01 S | 500.00- | | | |
| | 00061520 | MK-MRK | P | 5/16/01 S | 500.00 | .00 | 5/16/01 | |
| | | CHP | A | 5/16/01 S | 500.00- | | | |
| | 00061230 | MK-MRK | P | 5/07/01 S | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 S | 1,000.00- | | | 6A#NTL + |

Sel: I=Inquiry
Deply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Frnt Mony,S=Safekp,W=Wtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01439

HP Exhibit 311

Print Key Output

Page 1

[illegible]59SS1 V4R4M0 990521 TREASURE 07/10/02 13:47:53

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:47 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sta | Date/Shft | Amount | Curr Bal | Pyat | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00064677 | MK-MRK | D | 8/20/01 D | 1,000.00 | .00 | 8/20/01 | |
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00063744 | MK-MRK | P | 7/23/01 S | 1,000.00 | .00 | 7/23/01 | |
| | | CHP | A | 7/23/01 S | 1,000.00- | | | |
| | 00063615 | MK-MRK | P | 7/19/01 S | 500.00 | .00 | 7/19/01 | |
| | | CHP | A | 7/19/01 S | 500.00- | | | |
| | 00062678 | MK-MRK | P | 6/20/01 S | 500.00 | .00 | 6/20/01 | |
| | | CHP | A | 6/20/01 S | 500.00- | | | |
| | 00061520 | MK-MRK | P | 5/16/01 S | 500.00 | .00 | 5/16/01 | |
| | | CHP | A | 5/16/01 S | 500.00- | | | |
| | 00061230 | MK-MRK | P | 5/07/01 S | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 S | 1,000.00- | | | 6A$KIL + |

Sel: I=Inquiry
Deply Trans: A [A=All,C=Chks,M=Mckrs,R=Retrns,P=Frnt Mony,S=Safekp,W=Wrtoffs]

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lst F12=Cancel

SC01439

HP Exhibit 312

Print Key Output Page 1
[redacted]59551.V4R4M0 990521 TREASURE 07/10/02 13:47:24

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:47 7/10/02

PORTBOUS, GABRIEL J.,Jr O.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab. 9/05/94

| Sel | Item # | Type | Stn | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | 00064746 | MK-MRK | P | 8/21/01 S | 1,000.00 | .00 | 9/09/01 | |
| | | CSH | A | 9/13/01 D | 1,000.00- | | | |
| | 00064744 | MK-MRK | P | 8/21/01 S | 1,000.00 | .00 | 8/21/01 | |
| | | CHP | A | 8/21/01 S | 1,000.00- | | | |
| | 00064739 | MK-MRK | P | 8/21/01 S | 1,000.00 | .00 | 9/09/01 | |
| | | CSH | A | 9/09/01 D | 1,000.00- | | | |
| | 00064730 | MK-MRK | P | 8/21/01 S | 1,000.00 | .00 | 9/15/01 | |
| | | CSH | A | 9/15/01 D | 1,000.00- | | | |
| | 00064729 | MK-MRK | P | 8/21/01 S | 1,000.00 | .00 | 8/21/01 | |
| | | CHP | A | 8/21/01 S | 1,000.00- | | | |
| | 00064685 | MK-MRK | P | 8/20/01 S | 1,000.00 | .00 | 8/20/01 | |
| | | CHP | A | 8/20/01 S | 1,000.00- | | | |
| | 00064680 | MK-MRK | P | 8/20/01 D | 1,000.00 | .00 | 8/20/01 | |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,F=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

$3000 owed on 8/21;
repaid 9/9 & 9/15

SC01438

HP Exhibit 313(a)

Print Key Output Page 1

59SS1 V4R4M0 990521 TREASURE 07/18/02 13:47:53

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:47 7/19/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 8/20/01 | S | 1,000.00- | | | |
| | 00064677 | MX-MRK | D | 8/20/01 | D | 1,000.00 | .00 | 8/20/01 | |
| | | CHP | A | 8/20/01 | S | 1,000.00- | | | |
| | 00063744 | MX-MRK | P | 7/23/01 | S | 1,000.00 | .00 | 7/23/01 | |
| | | CHP | A | 7/23/01 | S | 1,000.00- | | | |
| | 00063615 | MX-MRK | P | 7/19/01 | S | 500.00 | .00 | 7/19/01 | |
| | | CHP | A | 7/19/01 | S | 500.00- | | | |
| | 00062678 | MX-MRK | P | 6/20/01 | S | 500.00 | .00 | 6/20/01 | |
| | | CHP | A | 6/20/01 | S | 500.00- | | | |
| | 00061520 | MX-MRK | P | 5/16/01 | S | 500.00 | .00 | 5/16/01 | |
| | | CHP | A | 5/16/01 | S | 500.00- | | | |
| | 00061238 | MX-MRK | P | 5/07/01 | S | 1,000.00 | .00 | 5/09/01 | |
| | | CSH | A | 5/09/01 | S | 1,000.00- | | | 6A#MTL |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Frnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F5=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

SC01439

## IOU's and HOLD CHECKS

| DATE | O.K. | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|
| 3/27/01 | [illegible] | [illegible] | 1500 | Ø |
| 5/7/01 | [illegible] | 4000 | Pit | 4000 |
| 5/9/01 | [illegible] | Cash | 4000 | Ø |
| 8/22/01 | [illegible] | Cash | Pit | 4000 |
| 8-22-01 | [illegible] | Chip | 1000 | 3000 |
| 9/8/01 | [illegible] | [illegible] | [illegible] | 1000 |
| 9/14/01 | [illegible] | Cash | 1000 | Ø |
| 10/17/01 | [illegible] | 2000 | PIT | 2000 |
| 10/17/01 | MC | 500 | Pit | 2500 |
| 10/17/01 | [illegible] | 1500 | PIT | 4000 |
| 10/18/01 | MC | 400 | Pit | 4400 |
| 11-9-01 | [illegible] | Kasa Cash | 4400 | Ø |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

## IOU's and HOLD CHECKS

| DATE | O.K. | DEBIT | CREDIT | BALANCE |
|---|---|---|---|---|
| 9-27-99 | [illegible] | [illegible] | | Ø |
| 9-27-99 | [illegible] | 1000 | Pit | 1000 |
| 9/27/99 | [illegible] | Cash | 1000 | Ø |
| 11/9/99 | [illegible] | 2000 | Pit | 2000 |
| 11/9/99 | [illegible] | Chips | 1000 | 1000 |
| 11/9/99 | [illegible] | Chips | 1000 | Ø |
| 11/25/00 | [illegible] | 2000 | Pit | 2000 |
| 2/8/00 | [illegible] | Pck | 2000 | Ø |
| 4/2/00 | [illegible] | 2000 | Pit | 2000 |
| 4/7/00 | [illegible] | Chips | 2000 | Ø |
| 5/12/00 | [illegible] | 2000 | Pit | 2000 |
| 5/12/00 | [illegible] | Cash | 2000 | Ø |
| 7/27/00 | MC | 3000 | Pit | 3000 |
| 8-1-00 | [illegible] | Pck/Cash | 3000 | Ø |
| 11-7-00 | [illegible] | 1000 | | 1000 |
| 11-7-00 | [illegible] | 2000 | Pit | 3000 |
| 11-30-00 | [illegible] | Cash Ck | 3000 | Ø |
| 3/2/01 | [illegible] | 3500 | Pit | 3500 |
| 3/3/01 | [illegible] | Chip | 2000 | 1500 |

SC01434

HP Exhibit 313(b)

SEU

MG1140.CMR1140 DISPLAY PATRON CREDIT ACTIVITY 12:50:10 07/02/02
OCR MENU-05 NOCR1W01

SYSTEM I.D. [redacted] MSGS STATUS REGSTOP
PATRON NAME PORTEOUS, GABRIEL TOT AVAIL 4,000.00
SECOND NAME

| LINE NO | L | ITEM NO | TYP | STA | AMOUNT | PIT/ AREA | GAME/ TABLE | MRKR LOC# | ENT. BY | TRANSACTION DATE | S | TIME | DEP OR CLEAR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | - | 0106851 | CCK | RDM | 1000.00 | 01 | 01112 | 01 | SCOTT J | 122001 | | 21:50 | 11902 |
| | | | CHP | | 1000.00 | 01 | 01112 | | PETERS | 122001 | | 22:12 | |
| 2 | - | 0099130 | CCK | RDM | 1000.00 | 01 | 01102 | 01 | CASIMIR | 92801 | | 23:08 | 102801 |
| | | | CHP | | 1000.00 | 01 | 01102 | | CASIMIR | 92801 | | 23:25 | |
| 3 | - | 0099123 | CCK | RDM | 1000.00 | 01 | 01102 | 01 | CASIMIR | 92801 | | 21:59 | 102801 |
| | | | CHP | | 1000.00 | 01 | 01102 | | CASIMIR | 92801 | | 22:34 | |
| 4 | - | 0084898 | CCK | RDM | 500.00 | 03 | 01313 | 01 | CASIMIR | 43001 | | 23:36 | 53001 |
| | | | CHP | | 500.00 | 03 | 01313 | | SMITH | 43001 | | 00:15 | |
| 5 | - | 0084899 | CCK | RDM | 500.00 | 03 | 01313 | 01 | CASIMIR | 43001 | | 23:51 | 53001 |
| | | | CHP | | 500.00 | 03 | 01313 | | SMITH | 43001 | | 00:15 | |

F1=Exit F2=Previous F3=Msgs F5=Status F8=Hist F9=CCR F15=CrdBal

9/28 owed Harrah's 2K
check cleared 10/28

SC01314



HP Exhibit 314

Print Key Output

[illegible]59SS1 V4R4M0 990521 TREASURE 07/10/02 Page 1 13:46:57

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

02400 00 Customer Transaction Inquiry 13:46 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.. 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | 00066632 | MK-MRK | P | 10/17/01 S | 500.00 | .00 | 10/17/01 | |
| | | CHP | A | 10/17/01 S | 500.00- | | | |
| | 00066630 | MK-MRK | P | 10/17/01 S | 500.00 | .00 | 10/17/01 | |
| | | CHP | A | 10/17/01 S | 500.00- | | | |
| | 00066627 | MK-MRK | P | 10/17/01 S | 1,000.00 | .00 | 11/09/01 | |
| | | CSH | A | 11/09/01 S | 200.00- | | | 6A#MTL |
| | | CHK | A | 11/09/01 S | 800.00- | | | CK-589 |
| | 00066625 | MK-MRK | P | 10/17/01 S | 1,000.00 | .00 | 11/09/01 | |
| | | CHK | A | 11/09/01 S | 1,000.00- | | | CK-589 |
| | 00066465 | MK-MRK | P | 10/13/01 D | 500.00 | .00 | 10/13/01 | |
| | | CHP | A | 10/13/01 D | 500.00- | | | |
| | 00066463 | MK-MRK | P | 10/13/01 D | 500.00 | .00 | 10/13/01 | |
| | | CHP | A | 10/13/01 D | 500.00- | | | |

Sel: I=Inquiry
Deply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,F=Frnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

10/17-18 TP left
owing $4400

SC01437

HP Exhibit 315

Print Key Output

[redacted]9SS1 V4R4M0 990521 TREASURE 07/10/02 Page 1 13:46:32

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:46 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sta | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 11/27/01 S | 1,000.00- | | | |
| | 589 | CK-PRM | P | 11/09/01 S | 1,000.00 | .00 | 11/16/01 | PAYMENT |
| | M28469 | MK-MRK | P | 10/18/01 G | 400.00 | .00 | 11/09/01 | |
| | | CSH | A | 11/09/01 S | 400.00- | | | 6A&MTL |
| | 00066645 | MK-MRK | P | 10/17/01 S | 500.00 | .00 | 11/09/01 | |
| | | CSH | A | 11/09/01 S | 500.00- | | | 6A&MTL |
| | 00066644 | MK-MRK | P | 10/17/01 S | 1,000.00 | .00 | 11/09/01 | |
| | | CSH | A | 11/09/01 S | 1,000.00- | | | 6A&MTL |
| | 00066643 | MK-MRK | P | 10/17/01 S | 1,000.00 | .00 | 8/08/00 | |
| | 00066640 | MK-MRK | P | 10/17/01 S | 500.00 | .00 | 11/09/01 | |
| | | CSH | A | 11/09/01 S | 500.00- | | | 6A&MTL |
| | 00066633 | MK-MRK | P | 10/17/01 S | 500.00 | .00 | 10/17/01 | |
| | | CHP | A | 10/17/01 S | 500.00- | | | |

Sel: I=Inquiry
Dsply Trans: A (A=All) C=Chks,M=Mrkrs,R=Retrns,F=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

ck used several times

SC01436

HP Exhibit 316

Print Key Output

59SS1 V4R4M0 990521 TREASURE 07/10/02 Page 1 13:46:57

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2408 00 Customer Transaction Inquiry 13:46 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|---|
| | 00066632 | MK-MRK | P | 10/17/01 | S | 500.00 | .00 | 10/17/01 | |
| | | CHP | A | 10/17/01 | S | 500.00- | | | |
| | 00066630 | MK-MRK | P | 10/17/01 | S | 500.00 | .00 | 10/17/01 | |
| | | CHP | A | 10/17/01 | S | 500.00- | | | |
| | 00066627 | MK-MRK | P | 10/17/01 | S | 1,000.00 | .00 | 11/09/01 | |
| | | CSH | A | 11/09/01 | S | 700.00- | | | 6A:MTL |
| | | CHK | A | 11/09/01 | S | 800.00- | | | CK-589 |
| | 00066625 | MK-MRK | P | 10/17/01 | S | 1,800.00 | .00 | 11/09/01 | |
| | | CHK | A | 11/09/01 | S | 1,800.00 | | | CK-589 |
| | 00066465 | MK-MRK | P | 10/13/01 | D | 500.00 | .00 | 10/13/01 | |
| | | CHP | A | 10/13/01 | D | 500.00- | | | |
| | 00066463 | MK-MRK | P | 10/13/01 | D | 500.00 | .00 | 10/13/01 | |
| | | CHP | A | 10/13/01 | D | 500.00- | | | |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F5=Remarks F7=Cust Info F8=Tran Sums F9=Over Lmt F12=Cancel

10/17-18 TP left owing $4400

SC01437

CRRQ220 LIH BEAU RIVAGE - RESTRICTED 6/25/02 07:27P
Prop Nbr: 06 BALANCE ACTIVITY Go To: _____

Account #: [redacted] Name: PORTEOUS, GABRIEL THOMAS Stop Code: E
Credit Line: 2,500 Bal Owed: 0 Credit Avail: 2,500
Comments:

Display Range Start Date: _____ Range End Date: _____

| Date | Document# | Action | Amount | Payment Method(s) | Balance Owed |
|---|---|---|---|---|---|
| 5/19/01 | 3013860 | CHK CLEAR | 1,000 | | 0 |
| 10/31/01 | 164622 | DREW-PIT | 500 | | 500 |
| 10/31/01 | 164628 | DREW-PIT | 500 | | 1,000 |
| 10/31/01 | 164637 | DREW-PIT | 500 | | 1,500 |
| 10/31/01 | 164649 | DREW-PIT | 500 | | 2,000 |
| 10/31/01 | 164652 | DREW-PIT | 500 | | 2,500 |
| 11/01/01 | 164659 | DREW-PIT | 500 | | 3,000 |
| 11/01/01 | 4089292 | PAID-CAGE | 2,500 | CHIPS | 500 |
| 11/01/01 | 4089293 | PAID-PIT | 500 | CHIPS | 0 |

F1-Inquire F3-Print F8-Clear F9-Alpha F12-Help F13-Next F14-Prev F11-Go To SF11-Go Back F16-Exit SF16-Logoff

BLOCK

owed 2500 on 10/31

repaid on 11/01

SC01198

HP Exhibit 317

Print Key Output

59S51 V4R4M0 990521 TREASURE 07/10/02 Page 1 13:45:58

Display Device . . . . . CREDIT1
User . . . . . CREDIT

#2400 00 Customer Transaction Inquiry 13:45 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|---|
| | 00072234 | MK-MRK | P | 4/01/02 | S | 500.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 | S | 500.00- | | | |
| | 00072229 | MK-MRK | P | 4/01/02 | S | 1,000.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 | S | 1,000.00- | | | |
| | 00072228 | MK-MRK | P | 4/01/02 | S | 1,000.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 | S | 1,000.00- | | | |
| | 00068415 | MK-MRK | P | 12/11/01 | S | 1,000.00 | .00 | 12/11/01 | |
| | | CHP | A | 12/11/01 | S | 1,000.00- | | | |
| | 00068410 | MK-MRK | P | 12/11/01 | S | 1,000.00 | .00 | 12/11/01 | |
| | | CHP | A | 12/11/01 | S | 1,000.00- | | | |
| | 00067893 | MK-MRK | P | 11/27/01 | S | 1,000.00 | .00 | 11/27/01 | |
| | | CHP | A | 11/27/01 | S | 1,000.00- | | | |
| | 00067888 | MK-MRK | P | 11/27/01 | S | 1,000.00 | .00 | 11/27/01 | |

Sel: I-Inquiry
Dsply Trans: A (A-All,C-Chks,M-Mrkrs,R-Retrns,P-Prnt Mony,S-Safekp,W-Wrtoffs)

F3=Exit F5=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

pd back same day 12/11/01

pd p.1436 same day

SC01435

HP Exhibit 318

Print Key Output

Page 1

9SS1 V4R4M0 990521 TREASURE 07/10/02 13:46:32

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2440 00 Customer Transaction Inquiry 13:46 7/10/92

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | | CHP | A | 11/27/01 S | 1,000.00- | | | |
| | 589 | CK-PRN | P | 11/09/01 S | 1,000.00 | | .00 11/16/01 | PAYMENT |
| | NZB459 | MK-MRK | P | 10/18/01 C | 400.00 | | .00 11/09/01 | |
| | | CSH | A | 11/09/01 S | 400.00- | | | GAHMTL |
| | 00066645 | MK-MRK | P | 10/17/01 S | 500.00 | | .00 11/09/01 | |
| | | CSH | A | 11/09/01 S | 500.00- | | | GAHMTL |
| | 00066644 | MK-MRK | P | 10/17/01 S | 1,000.00 | | .00 11/09/01 | |
| | | CSH | A | 11/09/01 S | 1,000.00- | | | GAHMTL |
| | 00066643 | MK-MRK | P | 10/17/01 S | 1,000.00 | | .00 0/00/00 | |
| | 00066640 | MK-MRK | P | 10/17/01 S | 500.00 | | .00 11/09/01 | |
| | | CSH | A | 11/09/01 S | 500.00- | | | GAHMTL |
| | 00066633 | MK-MRK | P | 10/17/01 S | 500.00 | | .00 10/17/01 | |
| | | CHP | A | 10/17/01 S | 500.00- | | | |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,F=Frnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F5=Remarks F7=Cust Info F8=Tran Summ F9=Over Lmt F12=Cancel

ck used several times

SC01436

Print Key Output

[redacted]59S81 V4R4M0 990521 TREASURE 07/10/02 Page 1 13:45:50

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:45 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sta | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | 00072234 | MK-MRK | P | 4/01/02 S | 500.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 S | 500.00- | | | |
| | 00072229 | MK-MRK | P | 4/01/02 S | 1,000.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 S | 1,000.00- | | | |
| | 00072228 | MK-MRK | P | 4/01/02 S | 1,000.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 S | 1,000.00- | | | |
| | 00068415 | MK-MRK | P | 12/11/01 S | 1,000.00 | .00 | 12/11/01 | |
| | | CHP | A | 12/11/01 S | 1,000.00- | | | |
| | 00068410 | MK-MRK | P | 12/11/01 S | 1,000.00 | .00 | 12/11/01 | |
| | | CHP | A | 12/11/01 S | 1,000.00- | | | |
| | 00067893 | MK-MRK | P | 11/27/01 S | 1,000.00 | .00 | 11/27/01 | |
| | | CHP | A | 11/27/01 S | 1,000.00- | | | |
| | 00067888 | MK-MRK | A | 11/27/01 S | 1,000.00 | .00 | 11/27/01 | |

Sel: I-Inquiry
Deply Trans: A (A-All,C-Chks,M-Mrkrs,R-Retrns,P-Prnt Mony,S-Safekp,W-Wrtoffs)

F3-Exit F6-Remarks F7-Cust Info F8-Tran Summ F9-Over Lmt F12-Cancel

pd back same day 12/11/01

pd p.1436 same day

SC01435

HP Exhibit 319

SEU

MG1140.CMR1140 DISPLAY PATRON CREDIT ACTIVITY 12:50:10 07/02/02
OCR MENU-05 N0CR1W01

SYSTEM I.D. [redacted] MSGS STATUS REGSTOP
PATRON NAME PORTEOUS, GABRIEL TOT AVAIL 4,000.00
SECOND NAME

| LINE NO | L | ITEM NO | TYP | STA | AMOUNT | PIT/ AREA | GAME/ TABLE | MRKR LOC# | ENT. BY | TRANSACTION DATE | S | TIME | DEP OR CLEAR |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 1 | - | 0106851 | CCK | RDM | 1000.00 | 01 | 01112 | 01 | SCOTT J | 122001 | | 21:50 | 11902 |
| | | | CHP | | 1000.00 | 01 | 01112 | | PETERS | 122001 | | 22:12 | |
| 2 | - | 0099130 | CCK | RDM | 1000.00 | 01 | 01102 | 01 | CASIMIR | 92801 | | 23:08 | 102801 |
| | | | CHP | | 1000.00 | 01 | 01102 | | CASIMIR | 92801 | | 23:25 | |
| 3 | - | 0099123 | CCK | RDM | 1000.00 | 01 | 01102 | 01 | CASIMIR | 92801 | | 21:55 | 102801 |
| | | | CHP | | 1000.00 | 01 | 01102 | | CASIMIR | 92801 | | 22:34 | |
| 4 | - | 0084898 | CCK | RDM | 500.00 | 03 | 01313 | 01 | CASIMIR | 43001 | | 23:36 | 53001 |
| | | | CHP | | 500.00 | 03 | 01313 | | SMITH | 43001 | | 00:15 | |
| 5 | - | 0084899 | CCK | RDM | 500.00 | 03 | 01313 | 01 | CASIMIR | 43001 | | 23:51 | 53001 |
| | | | CHP | | 500.00 | 03 | 01313 | | SMITH | 43001 | | 00:15 | |

F1=Exit F2=Previous F3=Msgs F5=Status F8=Hist F9=CCR F15=CrdBal

9/28 owed Harrah's 2K
Check cleared 10/28

SC01314



HP Exhibit 320

08/12/03 10:25 GRAND CASINO GULFPORT Page 1
KKCTRPNT Patron Transaction Report

Patron#: [redacted] PORTEOUS, G THOMAS

| Act | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| CRDT | PCHK | CLR | CB01 | 081102 | RC009715 | | -1300.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 080302 | RC009715 | | 1300.00 | 1300.00 |
| CRDT | PCHK | ISSD | FW16 | 080202 | RC009715 | VC092602 | 1300.00 | 1300.00 |
| CRDT | CCHK | RDMD | FW16 | 080202 | RP001259 | VC092602 | -300.00 | 0.00 |
| CRDT | MRKR | RDMD | FW16 | 080202 | MK183833 | VC092602 | -1000.00 | 300.00 |
| CRDT | CCHK | ISSD | FW22 | 070502 | RP001259 | VC091138 | 300.00 | 1300.00 |
| CRDT | MRKR | RDMD | FW22 | 070502 | MK183825 | VC091138 | -1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 070502 | MK183917 | VC091089 | -500.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0104 | 070502 | MK183917 | | 500.00 | 2500.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183833 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183825 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0111 | 052602 | MK179892 | VC089076 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 052602 | MK179892 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0107 | 021202 | MK169742 | VC083957 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0107 | 021202 | MK169742 | | 1000.00 | 1000.00 |
| CRDT | PCHK | CLR | CB01 | 060501 | CC157172 | | -100.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 052801 | CC157172 | | 100.00 | 100.00 |
| CRDT | MRKR | RDMD | 0312 | 052701 | MK141325 | VC069982 | -500.00 | 100.00 |
| CRDT | PCHK | ISSD | FW26 | 052701 | CC157172 | | 100.00 | 600.00 |
| CRDT | MRKR | RDMD | FW26 | 052701 | MK141028 | VC069975 | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0312 | 052701 | MK141325 | | 500.00 | 1000.00 |
| CRDT | MRKR | VOID | 0314 | 052701 | MK141324 | | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0314 | 052701 | MK141324 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0306 | 052601 | MK141028 | | 500.00 | 500.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131405 | | 1000.00 | 1000.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131402 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 062700 | MK102795 | VC050499 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 062700 | MK102795 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0214 | 042900 | MK095495 | VC046934 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0214 | 042900 | MK095495 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | FW24 | 030700 | MK089384 | VC044010 | -500.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 030700 | MK089384 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0111 | 123099 | MK081396 | VC040183 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 123099 | MK081396 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038253 | VC019228 | -500.00 | 0.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038247 | VC019228 | -500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038222 | VC019228 | -500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038253 | | 500.00 | 1500.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038247 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038222 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0204 | 090698 | MK036634 | VC018388 | -500.00 | 0.00 |

Continues On Next Page

SC01131

HP Exhibit 321

Print Key Output

59SS1 W4R4M0 990521 TREASURE 07/10/02 Page 1 13:45:58

Display Device . . . . . : CREDIT1
User . . . . . : CREDIT

#2400 00 Customer Transaction Inquiry 13:45 7/10/02

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

| Sel | Item # | Type | Sts | Date/Shft | Amount | Curr Bal | Pymt | Description |
|---|---|---|---|---|---|---|---|---|
| | 00072234 | MK-MRK | P | 4/01/02 S | 500.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 S | 500.00- | | | |
| | 00072229 | MK-MRK | P | 4/01/02 S | 1,000.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 S | 1,000.00- | | | |
| | 00072228 | MK-MRK | P | 4/01/02 S | 1,000.00 | .00 | 4/01/02 | |
| | | CHP | A | 4/01/02 S | 1,000.00- | | | |
| | 00068415 | MK-MRK | P | 12/11/01 S | 1,000.00 | .00 | 12/11/01 | pd back same day 12/11/01 |
| | | CHP | A | 12/11/01 S | 1,000.00- | | | |
| | 00068410 | MK-MRK | P | 12/11/01 S | 1,000.00 | .00 | 12/11/01 | |
| | | CHP | A | 12/11/01 S | 1,000.00- | | | |
| | 00067093 | MK-MRK | P | 11/27/01 S | 1,000.00 | .00 | 11/27/01 | |
| | | CHP | A | 11/27/01 S | 1,000.00- | | | |
| | 00067000 | MK-MRK | P | 11/27/01 S | 1,000.00 | .00 | 11/27/01 | |

Sel: I=Inquiry
Dsply Trans: A (A=All,C=Chks,M=Mrkrs,R=Retrns,P=Prnt Mony,S=Safekp,W=Wrtoffs)

F3=Exit F6=Remarks F7=Cust Info F8=Trsn Summ F9=Over Lmt F12=Cancel

pd p1436 same day

SC01435

HP Exhibit 322

08/12/03 10:25 GRAND CASINO GULFPORT Page 1
KKCTRPNT Patron Transaction Report

Patron#: [redacted] PORTEOUS, G THOMAS

| ct | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| CRDT | PCHK | CLR | CB01 | 081102 | RC009715 | | -1300.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 080302 | RC009715 | | 1300.00 | 1300.00 |
| CRDT | PCHK | ISSD | FW16 | 080202 | RC009715 | VC092602 | 1300.00 | 1300.00 |
| CRDT | CCHK | RDMD | FW16 | 080202 | RP001259 | VC092602 | -300.00 | 0.00 |
| CRDT | MRKR | RDMD | FW16 | 080202 | MK183833 | VC092602 | -1000.00 | 300.00 |
| CRDT | CCHK | ISSD | FW22 | 070502 | RP001259 | VC091138 | 300.00 | 1300.00 |
| CRDT | MRKR | RDMD | FW22 | 070502 | MK183825 | VC091138 | -1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 070502 | MK183917 | VC091089 | -500.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0104 | 070502 | MK183917 | | 500.00 | 2500.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183833 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183825 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0111 | 052602 | MK179892 | VC089076 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 052602 | MK179892 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0107 | 021202 | MK169742 | VC083957 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0107 | 021202 | MK169742 | | 1000.00 | 1000.00 |
| CRDT | PCHK | CLR | CB01 | 060501 | CC157172 | | -100.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 052801 | CC157172 | | 100.00 | 100.00 |
| CRDT | MRKR | RDMD | 0312 | 052701 | MK141325 | VC069982 | -500.00 | 100.00 |
| CRDT | PCHK | ISSD | FW26 | 052701 | CC157172 | | 100.00 | 600.00 |
| CRDT | MRKR | RDMD | FW26 | 052701 | MK141028 | VC069975 | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0312 | 052701 | MK141325 | | 500.00 | 1000.00 |
| CRDT | MRKR | VOID | 0314 | 052701 | MK141324 | | -500.00 | 500.00 |
| [illegible]DT | MRKR | ISSD | 0314 | 052701 | MK141324 | | 500.00 | 1000.00 |
| [illegible]T | MRKR | ISSD | 0306 | 052601 | MK141028 | | 500.00 | 500.00 |
| [illegible]RDT | MRKR | CLR | CB01 | 041201 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131405 | | 1000.00 | 1000.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131402 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 062700 | MK102795 | VC050499 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 062700 | MK102795 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0214 | 042900 | MK095495 | VC046934 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0214 | 042900 | MK095495 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | FW24 | 030700 | MK089384 | VC044010 | -500.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 030700 | MK089384 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0111 | 123099 | MK081396 | VC040183 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 123099 | MK081396 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038253 | VC019228 | -500.00 | 0.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038247 | VC019228 | -500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038222 | VC019228 | -500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038253 | | 500.00 | 1500.00 |
| [illegible]DT | MRKR | ISSD | 0205 | 100398 | MK038247 | | 500.00 | 1000.00 |
| [illegible]DT | MRKR | ISSD | 0205 | 100398 | MK038222 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0204 | 090698 | MK036634 | VC018388 | -500.00 | 0.00 |

Continues On Next Page

SC01131

HP Exhibit 323

**BANKING INFORMATION**

| DATE REQUESTED/INITIAL | DATE RECEIVED | AVG. BALANCE | CURRENT BALANCE | DATE ACCT. OPENED | ACCOUNT NUMBER |
|---|---|---|---|---|---|
| [redacted] 5/02 (LH) | 7.5.02 | High 4 | High 4 | 5.1.89 | [redacted] |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**NOTES AND COMMENTS**

## CREDIT LINE CHANGE REQUEST

DATE 7, 7, 02

NAME Porteous, Thomas D.O.B. 12.15.46 ACCT.# [redacted]

PERM. _____ TEMP. _____ INCREASE AMT. FROM 2000 TO 2500

DECREASE AMT FROM _____ TO _____

Temp. _____ INCREASE DUE TO CONSIDER CHECK-IN TRANSIT AS CLEAR

CHECK AMOUNT _____ CHECK # _____ DEPOSIT DATE _____

THE APPLICANT REQUESTING THIS DECREASE UNDERSTANDS THAT THE ABOVE MENTIONED CREDIT LINE WILL NOT BE INCREASED OR RE-OPENED FOR A PERIOD OF 30 DAYS FROM DATE OF THIS REQUEST. Guest Initials _____

In the event a legal action is pursuant to collect any amounts owing for cash extended to the applicant, the applicant agrees: 1. To submit to the jurisdiction of any [illegible] in Mississippi and 2. The rights and liabilities of the parties shall be governed by the laws to the state of Mississippi [illegible] fees as awarded by the court

GUEST SIGNATURE

[signature] / 13274 7/4/02

SIGNATURE OF AUTHORIZER I.D. NUMBER DATE

SIGNATURE OF CO-AUTHORIZER I.D. NUMBER DATE

WHEN YOU NEED TO WIN, YOU NEED TO QUIT.

GAMBLING PROBLEM? CALL

1-888-777-9696 in Mississippi

WHITE - Guest file YELLOW - Cage

SC01127

HP Exhibit 324

08/12/03 10:25 GRAND CASINO GULFPORT Page 1
KKCTRPNT Patron Transaction Report

Patron#: [redacted] PORTEOUS, G THOMAS

| Act | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| CRDT | PCHK | CLR | CB01 | 081102 | RC009715 | | -1300.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 080302 | RC009715 | | 1300.00 | 1300.00 |
| CRDT | PCHK | ISSD | FW16 | 080202 | RC009715 | VC092602 | 1300.00 | 1300.00 |
| CRDT | CCHK | RDMD | FW16 | 080202 | RP001259 | VC092602 | -300.00 | 0.00 |
| CRDT | MRKR | RDMD | FW16 | 080202 | MK183833 | VC092602 | -1000.00 | 300.00 |
| CRDT | CCHK | ISSD | FW22 | 070502 | RP001259 | VC091138 | 300.00 | 1300.00 |
| CRDT | MRKR | RDMD | FW22 | 070502 | MK183825 | VC091138 | -1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 070502 | MK183917 | VC091089 | -500.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0104 | 070502 | MK183917 | | 500.00 | 2500.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183833 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0112 | 070402 | MK183825 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0111 | 052602 | MK179892 | VC089076 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 052602 | MK179892 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0107 | 021202 | MK169742 | VC083957 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0107 | 021202 | MK169742 | | 1000.00 | 1000.00 |
| CRDT | PCHK | CLR | CB01 | 060501 | CC157172 | | -100.00 | 0.00 |
| CRDT | PCHK | DEP1 | CB01 | 052801 | CC157172 | | 100.00 | 100.00 |
| CRDT | MRKR | RDMD | 0312 | 052701 | MK141325 | VC069982 | -500.00 | 100.00 |
| CRDT | PCHK | ISSD | FW26 | 052701 | CC157172 | | 100.00 | 600.00 |
| CRDT | MRKR | RDMD | FW26 | 052701 | MK141028 | VC069975 | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0312 | 052701 | MK141325 | | 500.00 | 1000.00 |
| CRDT | MRKR | VOID | 0314 | 052701 | MK141324 | | -500.00 | 500.00 |
| CRDT | MRKR | ISSD | 0314 | 052701 | MK141324 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0306 | 052601 | MK141028 | | 500.00 | 500.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 041201 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP2 | CB01 | 040401 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | RTN1 | CB01 | 040301 | MK131405 | | 1000.00 | 1000.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131405 | | -1000.00 | 0.00 |
| CRDT | MRKR | CLR | CB01 | 032401 | MK131402 | | -1000.00 | 1000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | DEP1 | CB01 | 031601 | MK131402 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131405 | | 1000.00 | 2000.00 |
| CRDT | MRKR | ISSD | 0103 | 022701 | MK131402 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0104 | 062700 | MK102795 | VC050499 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 062700 | MK102795 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0214 | 042900 | MK095495 | VC046934 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0214 | 042900 | MK095495 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | FW24 | 030700 | MK089384 | VC044010 | -500.00 | 0.00 |
| CRDT | MRKR | ISSD | 0104 | 030700 | MK089384 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0111 | 123099 | MK081396 | VC040183 | -1000.00 | 0.00 |
| CRDT | MRKR | ISSD | 0111 | 123099 | MK081396 | | 1000.00 | 1000.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038253 | VC019228 | -500.00 | 0.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038247 | VC019228 | -500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0205 | 100398 | MK038222 | VC019228 | -500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038253 | | 500.00 | 1500.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038247 | | 500.00 | 1000.00 |
| CRDT | MRKR | ISSD | 0205 | 100398 | MK038222 | | 500.00 | 500.00 |
| CRDT | MRKR | RDMD | 0204 | 090698 | MK036634 | VC018388 | -500.00 | 0.00 |

Continues On Next Page

SC01131

HP Exhibit 325

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

4 PAGE 1

[redacted] 8/20/2002
MONEY MARKET FUNDS
TAX ID NUMBER [redacted]

* * * MONEY MARKET * * *
* * * STATEMENT * * *

MR G T PORTEOUS JR OR
MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

ACCOUNT NUMBER [redacted] STATEMENT PERIOD 7/21/2002 THRU 8/20/2002

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| AVERAGE BALANCE | | PREVIOUS BALANCE | 4,310.62 |
| 4,387.17 | 4 CREDITS, INCLUDING | 3 DEPOSITS, TOTALING | 1,844.62 |
| MINIMUM BALANCE | 5 DEBITS, INCLUDING | 4 CHECKS, TOTALING | 2,353.86 |
| 3,796.76 ON 8/12 | | NEW BALANCE | 3,801.38 |
| YEAR TO DATE: | | INTEREST EARNED | 4.62 |
| EARNINGS | 36.38 | ANNUAL PERCENTAGE YIELD EARNED | 1.25% |
| SERVICE CHARGE | 0.00 | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | | AMOUNT | BALANCE |
|---|---|---|---|---|
| | BEGINNING BALANCE | | | 4,310.62 |
| 7/25 | DEPOSIT TO DEMAND ACCOUNT | | 240.00 | 4,550.62 |
| 7/25 | CHECK NUMBER | 599 | 76.85- | 4,473.77 |
| 7/25 | CHECK NUMBER | 628 | 250.00- | 4,223.77 |
| 7/27 | DEPOSIT TO DEMAND ACCOUNT | | 700.00 | 4,923.77 |
| 7/30 | PREAUTHORIZED WITHDRAWAL<br>STATE FARM RO 22 INSURANCE | | 87.62- | 4,836.15 |
| 8/05 | DEPOSIT TO DEMAND ACCOUNT | | 900.00 | 5,736.15 |
| 8/06 | CHECK NUMBER | 600 | 1,300.00- | 4,436.15 |
| 8/12 | CHECK NUMBER | 601 | 639.39- | 3,796.76 |
| 8/20 | DEMAND ACCOUNT EARNINGS CREDIT | | 4.62 | 3,801.38 |

CHECK SUMMARY

| CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 599 | 76.85 | 600 | 1,300.00 | 601 | 639.39 | ****628 | 250.00 |

UL05174

JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA. 70002

628

DATE 7-22-02

PAY TO THE ORDER OF Grand Casino $ 250.00

Two Hundred Fifty & no cents DOLLARS

Fidelity MONEY MARKET FUND

MEMO PC:97350/30247

⑆265070532⑆ [redacted] 0628 ⑈0000025000⑈

---

ADL 003776307 6-9-03

JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA. 70002

599

DATE 7/12/02

PAY TO THE ORDER OF Phyllis Dowson $ 76.85/100

Seventy-Six & 85/100 DOLLARS

Fidelity MONEY MARKET FUND

JUL 2 2 2002

NC

⑆265070532⑆ [redacted] 0599 ⑈0000007685⑈

---

JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA. 70002

303-839-741

600

DATE 7/26/02

PAY TO THE ORDER OF Grand Casino $ 1300.00/100

One Thousand Three Hundred & 00/100 DOLLARS

Fidelity MONEY MARKET FUND

⑆265070532⑆ [redacted] 0600 ⑈0000130000⑈

---

JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA. 70002

601

DATE 8/5/02

PAY TO THE ORDER OF Citibank $ 639.39/100

Six Hundred Thirty-Nine & 39/100 DOLLARS

Fidelity MONEY MARKET FUND

MEMO 4415-0100-0005-2338

⑆265070532⑆ [redacted] 0601 ⑈0000063939⑈

UL05194

A101
[redacted]11

**Central Credit, Inc**
Gaming Report
[redacted]
Full

Page 1
03/02/2002 1:49:13 AM

CCID: [redacted]
Name: PORTEOUS, THOMAS GABRIEL JR ", GABRIEL" ", THOMAS" ", TOM" 12/15/1946 @ METAIRIE, LA
Resume: First Est: 07/22/1994 By B414 — No. of Clubs: 9 — Flags: CB
Last Est: 04/30/2001 By A101 — Last Updated: 03/01/2002 11:43p by A101

## Gaming

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| A101 | HARRAH'S NEW ORLEANS | | | | | #[redacted] | |
| | EST | 04/30/2001 | 4,000.00 RQ | | | | |
| | INQ | 03/01/2002 | | | | | |
| B478 | BEAU RIVAGE HOTEL | | | | | #[redacted] | |
| | EST | 04/14/1999 | | HI | 07/29/1999 | | 2,500.00 |
| | LTDT | 04/15/1999 | 2,500.00 | LA | 07/14/2000 | | 1,000.00 |
| | INQ | 10/29/2001 | | CLR | 12/11/2000 | | |
| | RUND | 04/06/2001 | | | | | |
| [redacted]453 | TREASURE CHEST | | | | | #[redacted] | |
| | EST | 11/25/1997 | 2,000.00 LT | H&L | 12/07/2000 | | 500.00 |
| | REST | 08/17/2000 | 3,000.00 LT | CLR | 12/11/2000 | | |
| | INQ | 07/10/2001 | | | | | |
| T26 | CAESAR'S TAHOE (STATELINE, NV) | | | | | #[redacted] | |
| | EST | 12/11/2000 | 5,000.00 LT | H&L | 12/26/2000 | | 2,000.00 |
| | INQ | 12/11/2000 | | CLR | 04/06/2001 | | |
| | RUND | 12/11/2000 | | | | | |
| B414 | GRAND CASINO GULFPORT | | | | | #[redacted] | |
| | EST | 07/22/1994 | 2,000.00 LT | H&L | 02/27/2001 | | 2,000.00 |
| | INQ | 04/03/2001 | | CLR | 04/06/2001 | | |
| B432 | GRAND CASINO BILOXI | | | | | #[redacted] | |
| | EST | 08/19/1995 | 2,000.00 LT | CLR | 07/14/1998 | | |
| | INQ | 08/19/1995 | | | | | |
| B408 | CASINO MAGIC BAY ST LOUIS | | | | | #[redacted] | |
| | EST | 10/26/1995 | 2,500.00 LT | HI | 09/15/2000 | | 2,500.00 |
| | INQ | 10/14/2000 | | LA | 10/13/2000 | | 1,500.00 |
| | INT | 07/14/1998 | | CLR | 12/11/2000 | | |
| V36 | CAESAR'S PALACE | | | | | #[redacted] | |
| | EST | 05/12/1999 | 5,000.00 LT | HI | 05/20/1999 | | 2,500.00 |
| | INQ | 05/12/1999 | | LA | 10/29/1999 | | 1,500.00 |
| | | | | CLR | 12/11/2000 | | |

SC00586

**HP Exhibit 326**

A101
11

Central Credit, Inc
Gaming Report
[redacted]
Full

Page 2
03/02/2002 1:49:13 AM

## Gaming

B407 ISLE OF CAPRI BILOXI [redacted]
EST 03/31/1998 2,000.00 LT CLR 07/14/1998
INQ 04/01/1998
INT 03/31/1998

## Club Bank Reports

FIRST NATIONAL BANK
[redacted] PER MED 4
By: B414 on 07/22/1994
Since: 05/01/1989

BANK ONE
[redacted] PER AVG MOD 4 CURR LO 4
By: B408 on 11/29/1999
Since: 05/1989

BANK ONE
[redacted] PER AVG HI 4 CURR LO 5
By: B478 on 07/17/2000
Since: 05/1989

BANK ONE
[redacted] PER MED 4
By: V36 on 10/08/1999
Since: 05/1989

## External Bank Reports

BANK ONE
[redacted]
By: NCC/A101 on 05/01/2001

AVG= MED 4 01 OPENED= 05/01/89 CSA
CUR= MED 4 TYPE=
*CORR ACH6902379554 PER SATIS ATT'D-OVRDR FT MED 4 AVL 4K GD ABA OK*

## Identification

| Info | Customer | Spouse |
|---|---|---|
| Name | PORTEOUS, THOMAS GABRIEL JR | |
| Name | PORTEOUS, GABRIEL | |
| Name | PORTEOUS, THOMAS | |
| Name | PORTEOUS, TOM | |
| Dobs | 12/15/1946 | |
| Loc | METAIRIE, LA | |

End of Report.

SC EXHIBIT - 00029

Fleet
P.O.BOX 15480
WILMINGTON DE 19850

| | |
|---|---|
| Account Number | [redacted] |
| Minimum Payment Due | 21.00 |
| Past Due Amount | 0.00 |
| Payment Due Date | 04/15/01 |
| New Balance | 1,080.41 |

Amount Enclosed

Make Payment To:

FLEET CREDIT CARD SERVICE
PO BOX 15368
WILMINGTON DE 19886-5368

⑆198865368⑈

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

50790

⑈000214260171

[redacted]

DETACH TOP PORTION AND RETURN WITH PAYMENT

Fleet

For Customer Service call:
1-800-492-3900
or write: PO BOX 15480
WILMINGTON DE 19850-5480

**PAYMENT INFORMATION**

| | |
|---|---|
| Account Number | [redacted] |
| Minimum Payment Due | 21.00 |
| Amount Past Due | 0.00 |
| Amount Over Credit Limit | 0.00 |
| Payment Due Date | 04/15/01 |

**ACCOUNT SUMMARY**

| | |
|---|---|
| Previous Balance | $1,261.97 |
| (+) Purchases & Cash Advances | 182.50 |
| (-) Payments & Credits | 370.00 |
| (+) Debit Adjustments | 0.00 |
| (+) FINANCE CHARGES & Fees | 24.84 |
| (=) New Balance | $1,080.41 |

| Total Credit Limit | Total Available Credit | Cash Advance Credit Limit | Cash Advance Available Credit | Days In Billing Cycle | Billing Cycle Closing Date |
|---|---|---|---|---|---|
| 1,200 | 111 | 600 | 111 | 31 | 03/19/01 |

**ACCOUNT TRANSACTIONS**

| Transaction Date | Posting Date | Reference Number | Description | Amount |
|---|---|---|---|---|
| | | | PAYMENT - THANK YOU | 370.00 - |
| 03/05 | 03/05 | 85447762029VS1EQ9K0 | T & T STORE METAIRIE LA | 24.61 |
| 03/06 | 03/06 | 2248307223301JGWK | GCA/HARRAH'S NEW ORLEA 800-644-0439 LA | 157.89 |
| 03/06 | 03/09 | 80425602335ZW009HL | PURCHASES 324.84 CASH ADVANCE $0.00 | 24.84 |
| 03/19 | 03/19 | *FINANCE CHARGE* | | |

**INFORMATION FOR YOU**

BASED UPON A REVIEW OF YOUR FINANCIAL PROFILE,
WE HAVE REDUCED YOUR CREDIT LIMIT. REFER TO
THIS STATEMENT FOR YOUR NEW LIMIT.

ENCLOSED IS OUR NEW PRIVACY POLICY, WHICH DESCRIBES OUR
PRIVACY COMMITMENT TO YOU. THIS NEW POLICY REPLACES
ANY OTHER DISCLOSURES FIRST MADE BEFORE MARCH 1, 2001
REGARDING OUR INFORMATION PRACTICES.

KEEPING YOU INFORMED IS IMPORTANT TO US. EVEN IF YOU DO NOT
CURRENTLY HAVE A BALANCE, WE'VE ENCLOSED WITH THIS STATEMENT
AN AMENDMENT TO YOUR FLEET CARDHOLDER AGREEMENT.

| | Average Daily Balance | Nominal/Annual Percentage Rate | Promotional Outstanding Balance | Daily Periodic Rate | FINANCE CHARGES Due to Daily Periodic Rate | FINANCE CHARGES Transaction Fees |
|---|---|---|---|---|---|---|
| PURCHASES | $1,153.58 | 18.92% | N/A | .05182% | $18.53 | $0.31 |
| CASH ADVANCES | $0.00 | 21.42% | N/A | .05867% | $0.00 | $0.00 |

ANNUAL PERCENTAGE RATE for purchases 25.94%

ANNUAL PERCENTAGE RATE for cash advances 21.42%

If you have a variable rate account, your periodic rates may vary.

SEE REVERSE SIDE FOR IMPORTANT INFORMATION

5311 MOD 1 32 7 Page 2 of 3 8881 5100 4004 0002 010319 0646 CIA85311 50790

SC00618

HP Exhibit 329

ID:37915 Seq:39 Date:03/29/2001 Card#:[redacted] Amt:$1088.41

1660

RHONDA F. DANOS 03/97
2013 SUWANNEE DR. PH 347-3669
MARRERO, LA 70072

DATE 3/23/01

14-9/850

PAY TO THE ORDER OF Fleet $ 1088.41

One thousand eighty-eight & 41/100 DOLLARS

CHIBERNIA Command NATIONAL BANK CHECKING

Carmella Pasteous Rhonda F. Danos

FOR #[redacted]

[redacted] 1660

37915 Seq:40 ABA:[redacted] Acct:[redacted] Chek#:1660 Amt:$1088.41

1660

RHONDA F. DANOS 03/97
2013 SUWANNEE DR. PH 347-3669
MARRERO, LA 70072

DATE 3/23/01

14-9/850

PAY TO THE ORDER OF Fleet $ 1088.41

One thousand eighty-eight & 41/100 DOLLARS

CHIBERNIA Command NATIONAL BANK CHECKING

Carmella Pasteous Rhonda F. Danos

FOR #[redacted]

[redacted] 1660

SC00619

Fleet
P.O.BOX 15480
WILMINGTON DE 19850

| | |
|---|---|
| Account Number | [redacted] |
| Minimum Payment Due | 14.00 |
| Past Due Amount | 0.00 |
| Payment Due Date | 05/14/01 |
| New Balance | 748.29 |

Amount Enclosed

Make Payment To:

FLEET CREDIT CARD SERVICE
PO BOX 15368
WILMINGTON DE 19886-5368

!198865368187!

CARMELLA G PORTEOUS 51163
4801 NEYREY DR
METAIRIE LA 70002-1426

!7000214260171

[redacted]

DETACH TOP PORTION AND RETURN WITH PAYMENT

Fleet

For Customer Service call:
1-800-492-2500
or write: PO BOX 15480
WILMINGTON DE 19850-5480

## PAYMENT INFORMATION

| | |
|---|---|
| Account Number | [redacted] |
| Minimum Payment Due | 14.00 |
| Amount Past Due | 0.00 |
| Amount Over Credit Limit | 0.00 |
| Payment Due Date | 05/14/01 |

## ACCOUNT SUMMARY

| | |
|---|---|
| Previous Balance | $1,058.41 |
| (+) Purchases & Cash Advances | 739.66 |
| (-) Payments & Credits | 1,058.41 |
| (+) Debit Adjustments | 0.00 |
| (+) FINANCE CHARGES & Fees | 8.63 |
| (=) New Balance | $748.29 |

| Total Credit Limit | Total Available Credit | Cash Advance Credit Limit | Cash Advance Available Credit | Days in Billing Cycle | Billing Cycle Closing Date |
|---|---|---|---|---|---|
| 1,200 | 378 | 600 | 378 | 29 | 04/17/01 |

## ACCOUNT TRANSACTIONS

| Transaction Date | Posting Date | Reference Number | Description | Amount |
|---|---|---|---|---|
| | | | PAYMENT - THANK YOU | 1,058.41 - |
| 03/29 | 03/29 | 85497192R3M3Z5H5 | SHOE STATION BILOXI MS | 80.22 |
| 04/07 | 04/07 | 70432723161D9NMQ8T | GAMECASH*MS18003633321 BILOXI MS | 215.99 |
| 04/09 | 04/08 | 80417343L3H4N6RH | LIMITED STORES00000623 METAIRIE LA | 117.45 |
| 04/12 | 04/13 | 70410193AJH823Q3Q | GAP #4327/THE METAIRIE LA | 24.71 |
| 04/13 | 04/13 | 70411173830MR0F2Y | AVEDA LIFESTYLE STORE METAIRIE LA | 14.68 |
| 04/13 | 04/13 | 70461223382524G53A | BEAU RIVAGE HOTEL AND BILOXI MS | 231.00 |
| 04/13 | 04/13 | 80450783932S583J0 | PALACE THEATRE 20 THE HARAHAN LA | 10.00 |
| 04/15 | 04/15 | 73447323A61F15GG5 | PALACE THEATRE 20 THE HARAHAN LA | 12.00 |
| 04/15 | 04/15 | 73447323A61F15GJ4 | VALENTINE SHOE GAL METAIRIE LA | 32.81 |
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HP Exhibit 330

10:11 1 you, Judge.

2 Ten-minute break, you said?

3 CHIEF JUDGE JONES: Yes, sir.

4 JUDGE PORTEOUS: Thank you.

10:11 5 CHIEF JUDGE JONES: Thank you.

6 *(Recess was taken from to 10:11 to 10:36 a.m.)*

7 CHIEF JUDGE JONES: Thank you. Be seated, please.

8 MR. WOODS: Counsel would call --

9 JUDGE PORTEOUS: I have instructed the witnesses to be

10:36 10 here at 1:00.

11 CHIEF JUDGE JONES: All right, sir. Thank you very

12 much.

13 MR. WOODS: Counsel would call Jerry Fink.

14 JUDGE LAKE: Please raise your right hand.

10:37 15 Do you solemnly swear the testimony you shall

16 give in this case will be the truth, the whole truth, and

17 nothing but the truth, so help you God?

18 THE WITNESS: I do.

19 JUDGE LAKE: Thank you.

20 **GERALD DENNIS FINK, DULY SWORN, TESTIFIED:**

21 **DIRECT EXAMINATION**

22 BY MR. WOODS:

23 Q. Mr. Fink, state your full name for the Committee, please.

24 A. Gerald Dennis Fink.

10:37 25 Q. How are you employed?

10:37 1 A. I'm a financial analyst with the FBI.
2 Q. How long have you been so employed?
3 A. Eight years.
4 Q. What's your educational background?
10:37 5 A. I have a BA in communications from the University of New
6 Orleans, an MBA from the University of New Orleans. And I also
7 have a Louisiana CPA certificate.
8 Q. Okay. So, you're currently a certified public accountant?
9 A. Yes, I am.
10:37 10 Q. Give a brief summary of your prior work experience before
11 joining the FBI eight years ago.
12 JUDGE PORTEOUS: Mr. Woods, I'd like to interrupt for
13 a second. Is it your intention to tender him as an expert?
14 MR. WOODS: Pardon me?
10:38 15 JUDGE PORTEOUS: Is it your intention to --
16 MR. WOODS: No.
17 JUDGE PORTEOUS: Okay. Because I was going to
18 stipulate if you were.
19 MR. WOODS: I just wanted to give the Court a little
10:38 20 background.
21 JUDGE PORTEOUS: Okay.
22 A. Before I came to the Bureau, I was a banker for about 16
23 years with First National Bank of Commerce here in New Orleans.
24 While there, my responsibilities included liquidity management
10:38 25 and interest rate risk measuring on the bank's balance sheet;

10:38 1 and also I handled all their hedging programs.
2 BY MR. WOODS:
3 Q. Okay. And did you do something else before joining the
4 FBI?
10:38 5 A. Actually, I worked for a year as a staff accountant at
6 Boomtown Casino.
7 Q. That's here in New Orleans?
8 A. In the New Orleans area. In Harvey actually.
9 Q. Okay. You've had access to all the records that have been
10:38 10 subpoenaed by the grand jury concerning this investigation. Is
11 that correct?
12 A. That's correct.
13 Q. Have you spent some great amount of time in arriving at
14 schedules that summarize some of these records?
10:39 15 A. Yes, sir, I did. I examined bank records for the judge,
16 two accounts there for a couple of years, and also banking
17 records for Rhonda Danos.
18 Q. Did you examine also the credit card records for both?
19 A. Yes, sir.
10:39 20 Q. And would you tell the Committee what summary charts you've
21 prepared, before we go into each one?
22 A. Well, I have a summary chart on the checks that were
23 written by Rhonda Danos to pay Judge Porteous' bills.
24 Q. For what period of time?
10:39 25 A. This one covers '99 through 2000.

10:39 1 Q. Okay.
2 A. I also have checks or deposits that Rhonda Danos received
3 through her account, from Judge Porteous, to pay at least part
4 of those bills that she paid. Those cover 1999 -- actually, I
10:40 5 have that through '02.
6 Q. Okay.
7 A. I have cash deposits that went through Rhonda Danos'
8 account for '99 and 2000.
9 Q. All right.
10:40 10 A. I also have cash deposits that ran through the judge's
11 account from '98 through 2000.
12 Q. All right.
13 A. I have expenses that were associated with gaming for five
14 years -- well, in this case for -- through his accounts from
10:40 15 1997 through the filing of the bankruptcy.
16 Q. Those are the credit card and bank account records that
17 reflect --
18 A. Yes, sir.
19 Q. -- gaming charges from '96 to 2000?
10:41 20 A. Yes, sir.
21 Q. All right. And one of them is credit card, and one is bank
22 accounts. Is that correct?
23 A. Yes.
24 Q. Why don't we start with those last two, then. And you saw
10:41 25 how Agent Horner handled the Elmo. If you would, identify for

10:41 1 the Court the exhibit from which you're speaking and give a --
2 there are no Bates stamps, but there are page numbers.
3 A. All right. On Exhibit 95, this is checks written "Cash,"
4 withdrawals that passed through the judge's accounts,
10:41 5 associated with gaming.
6 Q. Now, just briefly, for the Committee, would you explain to
7 them how you were able to identify these withdrawals being
8 associated with gaming?
9 A. Those charges that went through his account -- for
10:42 10 instance, such as this one right here, the 26th of March for a
11 $162 cash withdrawal from the Treasure Chest Casino, on his
12 bank statements, whenever there was a charge, automatic check
13 charge, ACH, an electronic charge, they gave the address where
14 that charge was made. 5050 Williams Boulevard is the Treasure
10:43 15 Chest.
16 Q. Are you speaking of one of these cash machines?
17 A. Yes, sir.
18 Q. Okay. I see.
19 A. Yes, sir. They actually give the address of the location
10:43 20 of the cash machine where deposits --
21 Q. I think they're sometimes referred to as ATM machines?
22 A. Yes, sir.
23 Q. And that's what you're speaking of?
24 A. Yes, sir. These --
10:43 25 Q. Then, on Exhibit 95 -- and you've got how many -- you've

10:43 1 got seven pages?
2 A. Uh-huh.
3 Q. If you would, basically give a summary of what that shows
4 for what period of time.
10:43 5 A. For the period 1997 through the period 5-22 of '00, there
6 were either checks or withdrawals at a casino, that went
7 through the judge's account, both the First NBC account and the
8 Fidelity account, totaling $27,739.
9 Q. All right. And did you do likewise for his credit card?
10:44 10 A. Yes, I did. That is Exhibit Number 96. There's details of
11 the credit cards and charges on it. And this covers the period
12 1995 -- August, '95, through July of -- or actually September
13 of '00. That total, which is on Page 4 of Exhibit 96, totals
14 66,051.
10:44 15 Q. So, there's $93,000 in ATM charges or checks --
16 A. For the --
17 Q. -- for those five years prior to the bankruptcy?
18 A. (Nodding head.)
19 Q. And you've reviewed the complaint, have you not, Mr. Fink?
10:45 20 A. Yes, sir.
21 Q. And is that mentioned as part of the opening facts alleged
22 in the complaint --
23 A. It is.
24 Q. -- that he incurred $93,000 prior to the bankruptcy?
10:45 25 A. It is, yes.

10:45 1 Q. All right. Thank you.
2 Now, moving to the next summary that you have, if
3 you would, go to the one concerning Rhonda Danos' payments for
4 Judge Porteous' bills.
10:45 5 CHIEF JUDGE JONES: Well, let me ask a question on
6 these two summaries, though. The fact that these were --
7 charges were drawn on credit cards payable to these casinos or
8 ATM's in the vicinity of the casinos does not necessarily mean
9 that the money was used on gambling, does it?
10:46 10 THE WITNESS: No, ma'am. However, I would -- I would
11 state that probably if you're going to take money out of an ATM
12 machine to buy groceries you probably don't do it at
13 5050 Williams Boulevard.
14 CHIEF JUDGE JONES: So, the -- well, I wouldn't argue
10:46 15 about that. But I thought it could have been to purchase food
16 or something maybe at the --
17 THE WITNESS: At a casino? I see what you're
18 saying --
19 CHIEF JUDGE JONES: Yes.
10:46 20 THE WITNESS: -- could it be something other than
21 gaming at the casino.
22 CHIEF JUDGE JONES: Yes.
23 THE WITNESS: It's possible, yes.
24 CHIEF JUDGE JONES: And these numbers, a lot of them,
10:46 25 are uneven numbers, like with 99 cents, 314.99 or 524.99 and so

10:46 1 forth. The extra money above the rounded figure would be the
2 charge for the -- well, that would be an ATM charge --
3 THE WITNESS: Yes, ma'am.
4 CHIEF JUDGE JONES: -- if it's an ATM, but some of
10:46 5 these are the credit card ones, also. So, some of --
6 THE WITNESS: And some of them are -- some of them are
7 charges by the casino, themselves. You take, for instance,
8 $200 --
9 CHIEF JUDGE JONES: Oh, a cash advance from the
10:47 10 casino?
11 THE WITNESS: There's, you know, a couple of bucks
12 charged that the casino gets for --
13 JUDGE BENAVIDES: And could some of them also be to
14 pay off markers at the casino?
10:47 15 THE WITNESS: Yes, sir, that's possible.
16 JUDGE BENAVIDES: In other words, not necessarily to
17 gamble further but just pay for the gambling that has occurred?
18 THE WITNESS: Yes, sir.
19 BY MR. WOODS:
10:47 20 Q. Now, if you would move to Exhibit 99, Mr. Fink, tell the
21 Court what that is.
22 A. Exhibit 91 is checks that were written by Rhonda Danos
23 through her Hibernia Bank account. They were payments on the
24 judge's expenses. And in all cases, on the memo line, it would
10:47 25 reference Judge Porteous in one way, shape, or form.

10:48 1 Let me see if I can position this.
2 Just looking at the very first, you can see that
3 in January of 1999 Ms. Danos paid almost $1280 in the judge's
4 expenses. In these cases, it was a combination of credit
10:48 5 cards; and she also paid his radio phone bill. Again, in the
6 memo line, she always references the judge.
7 And I actually even have the credit card numbers
8 that these are in reference to.
9 I have these payments for 1999 and 2000 in total,
10:48 10 which would be listed on -- this report goes on for 11 pages.
11 On Page 11 there's a total for 1999 and the year 2000; and that
12 total is $41,176.97. So, Ms. Danos paid a little less than
13 $41,200 of the judge's expenses over that term. Mostly they
14 were credit cards. We saw where it was -- at least one charge
10:49 15 was a radio phone, his cell phone account.
16 There were also some charges in there for his
17 daughter, a couple in there for his son; but Ms. Danos always
18 listed under the memo line -- made reference to Porteous on why
19 she was paying those expenses.
10:49 20 Q. Very good. And if you would go to Exhibit 92, were you
21 able to examine the records of Judge Porteous and Ms. Danos to
22 see what amount of reimbursement Judge Porteous made to
23 Ms. Danos to cover those checks?
24 A. Yes, sir. This was looking at Rhonda's account and looking
10:50 25 at the checks that the judge wrote to her. This is broken down

10:50 1 by year -- or actually by month.
2 We see in 1999 the judge wrote $19,335 worth of
3 checks to her. And in 2000, 13,220. Let me stop right there
4 for just a second.
10:50 5 This total -- he wrote $32,000 worth of checks to
6 her over the period of '99 to 2000. We just saw in the
7 previous exhibit where she actually wrote $41,200 worth of
8 expenses for him. So, she's -- she's about $9,000 short right
9 now. If you just look at the checks that she wrote and the
10:51 10 checks that the judge gave back to her, there's a $9,000
11 difference. And Ms. Danos is basically -- at this point it
12 looks like she paid $9,000 worth of his expenses.
13 Q. And then you have --
14 JUDGE BENAVIDES: She was -- what do you blame for
10:51 15 that? That she's a creditor of his to the extent of $9,000
16 during that period?
17 THE WITNESS: It would look that way, sir. There is a
18 further complication, as it were, inasmuch as that both the
19 judge and Ms. Danos received a lot of money during this time
10:52 20 frame in cash deposits and they also wrote a lot of cash
21 checks. So, at least in theory, possibly that $9,000 that we
22 see a shortfall in checks, at least --
23 JUDGE BENAVIDES: It may have been paid in cash?
24 THE WITNESS: It could have been paid in cash.
10:52 25 BY MR. WOODS:

10:52 1 Q. And you have a figure there for 2001. Does that include,
2 amongst that figure, the $1,088.41 check to Fleet credit card?
3 A. Yes, it does.
4 Q. Okay. And then it appears that the totals certainly drop
10:52 5 off after the bankruptcy period of March 28th, '01?
6 A. Yes, sir.
7 Q. Now, moving to Exhibit Number -- you mentioned the cash.
8 What exhibit number do you have there reflecting --
9 A. It's Exhibit Number 93.
10:52 10 Q. 93?
11 A. Exhibit Number 93, this is a schedule that portrays the
12 cash deposits that were -- that went through Rhonda Danos'
13 account. And these were deposits that weren't generated by a
14 check. They were actually generated by her putting into the
10:53 15 account cash money. This schedule runs from January of 1999,
16 through December of 2000.
17 And on Page 2 of Exhibit 93, I have a summary.
18 That summary shows that in 1999, $49,120 passed through
19 Ms. Danos' account, in cash; she had that much in cash
10:53 20 deposits. And in 2000, $11,907.
21 Q. Now, when you looked at her bank account, was her check
22 from her employment with Judge Porteous being deposited
23 directly or was it just a check being deposited?
24 A. It was a direct deposit.
10:54 25 Q. Direct deposit? How much was it, if you recall, during '99

10:54 1 and 2000?
2 A. Well, looking at her take home pay for 1999 -- off the top
3 of my head, I can't remember 2000. But for 1999, her take home
4 pay was about 29,000 bucks.
10:54 5 Q. For the year?
6 A. For the year.
7 Q. So, on top of that, she had $49,000 in cash?
8 A. Yes, sir. Her cash deposits were basically a time and a
9 half as large as her -- better than a time and a half as large
10:54 10 as her take home salary.
11 Q. And did you, likewise, perform a summary of Judge Porteous'
12 accounts, showing the cash deposited in his account in '99 and
13 2000?
14 A. I did.
10:55 15 Q. And that is Exhibit 94?
16 A. Yes, sir.
17 Q. What period does that cover?
18 A. This covers the period January, '98, through December of
19 2000. And, again, this is the cash deposits through the
10:55 20 judge's accounts, both First NBC and the Fidelity Homestead. I
21 have a summary on Page 20 of that report which is Exhibit 94.
22 Basically, for those three years -- that three year period,
23 $80,492 passed through the judge's accounts in the form of cash
24 deposits.
10:55 25 Q. And did he, likewise, have his salary direct deposit into

10:56 1 his account?
2 A. Yes, sir.
3 Q. And do you recall approximately what his take home pay was
4 for '99 or 2000?
10:56 5 A. Off the top of my head, I don't. I can look it up on one
6 of my other schedules.
7 Q. You have another schedule --
8 A. Yes, sir.
9 Q. -- getting into the salary at bankruptcy. Is that correct?
10:56 10 A. Yes, sir. Also passing through that account was deposits
11 that were made from his wife's employment.
12 Q. Okay. Now, you also performed an analysis of the Fleet
13 Credit Card charges, Exhibit Number 74?
14 A. Yes, sir, I did.
10:56 15 Q. And would you refer to that?
16 A. Let me get that.
17 Exhibit 74 is a report that goes on for four
18 pages. The reference I'm going to make is on Page 2, at the
19 bottom. These are basically charges that went through that
10:57 20 Fleet account, that had to do with gaming.
21 Q. And this account is in Carmella Porteous' name.
22 A. Yes, it is.
23 Q. Is that correct?
24 A. It covers -- the first charge was on 3-8 of '01, and I
10:57 25 think this -- there's six or seven here, the last one being

10:57 1 7-23-01. The total is just under $999 in charges that were
2 made to casinos.
3 CHIEF JUDGE JONES: Which exhibit number, please?
4 THE WITNESS: This is Exhibit Number 74.
10:58 5 CHIEF JUDGE JONES: Okay. Sorry.
6 THE WITNESS: 74, the second page, at the bottom.
7 MR. FINDER: Here's the Bates number.
8 THE WITNESS: And it's a Bates number of SC01896.
9 A. $998.93 in charges on the Fleet card, that had to do with
10:58 10 gaming.
11 BY MR. WOODS:
12 Q. All right. Now, if you would, go to Exhibit 76 and tell
13 the Court what you did as a summary for that.
14 A. Exhibit 76 deals with Rhonda Danos' financial affairs.
10:58 15 Basically, I looked at her bank accounts. I also had her tax
16 records from the IRS. And what the idea was, was to match up
17 what was going through her bank accounts with what she -- what
18 her -- her official income was as per the IRS. Basically,
19 there's a page in there marked Table 1 of Exhibit 76.
10:59 20 Q. Does that have a Bates stamp at the bottom?
21 A. It does. It's SC01904.
22 This particular exhibit is broken down into the
23 deposits that went through her account and the expenditures
24 that came out of the account. First of all, we see that a
10:59 25 total of $112,873 came into the account and she spent a hundred

10:59 1 and ten dollars -- a hundred ten thousand eight twenty-two.
2 Basically, everything that went in went out. She wasn't much
3 of a saver there.
4 Q. Would you point out what the deposits were? You have
11:00 5 payroll and cash.
6 A. Yes. Looking at the 112,000 total, her payroll amount,
7 which is the second entry here, which is her take home pay, is
8 $29,321. We just alluded to the fact that $49,121 went through
9 that account in the form of cash deposits.
11:00 10 Besides those two, we also mention that she
11 received $19,335 from the judge as payment on some of those
12 expenses that she -- that she made for him.
13 And there's a couple of other categories under
14 Judge Porteous' entry. Probably the most significant one is
11:01 15 that she received $3366 from relatives. And I say that's
16 significant because, like Judge Porteous, she also wrote checks
17 for relatives, also. So, for both Judge Porteous and
18 relatives, she had monies coming in through a deposit, she had
19 monies going out through a check that she wrote.
11:01 20 Q. Mr. Fink, you're familiar with Ms. Danos' grand jury
21 testimony giving explanation of this. Was she able to explain
22 the amount of the cash deposits?
23 A. To be quite frank, it was unintelligible. It made no sense
24 whatsoever. She wasn't able to explain it.
11:01 25 Q. All right. And then you -- on your chart you have 1999

11:02 1 expenditures showing the payments on behalf of Judge Porteous?
2 A. $26,808, for a gap of about $7,000 there.
3 Q. And what are the other significant --
4 A. The relatives, there was a gap of about $3400. She took in
11:02 5 3300; she paid 6700.
6 Q. And gaming charges she incurred?
7 A. She had $9,000 in gaming charges for the year of 1999. And
8 an $11,000 payment that actually was -- she bought a car for
9 one of her sons.
11:02 10 Q. Okay.
11 A. Those are the big items there.
12 Q. And do you have further exhibits -- further charts in that
13 exhibit?
14 A. I do.
11:03 15 Q. Okay.
16 A. Specifically, Bates stamp SC01905. It's labeled Table 2.
17 Basically, what I wanted to show here is I netted out the Judge
18 Porteous deposits and what she wrote to him. And it turns out
19 that Porteous only shows on the left-hand -- or the right-hand
11:03 20 side of this sheet, specifically on this entry here for 7473.
21 That's the amount that Rhonda was short -- shortchanged in the
22 payment of her expenses.
23 I guess the main thing, then, that I'm -- the
24 main point on this chart is to show the composition of her
11:04 25 deposits once you net out the monies that she got from the

11:04 1 judge and from the relatives. And it comes to a total of
2 $90,172. A full five ninths of that amount has to do with that
3 cash deposit. That is, by far, the largest portion that makes
4 up the $90,000.
11:04 5 Again, in this, when you put in the yellow entry,
6 which is basically a balancing entry, you see that whatever she
7 took in went out of that account.
8 Can I move to the next one?
9 Q. Yes, please.
11:05 10 A. Again, in that same exhibit with Bates stamp SC01906, this
11 is starting to examine her tax records. And although her tax
12 records -- if you look at her tax records, they show her gross
13 pay. In this circumstance, gross pay isn't as important as
14 what her take home pay is. And what I was attempting to do
11:05 15 here was to nail down a number, what is her known sources of
16 income for the year 1999.
17 Well, passing through her account, her take home
18 pay of 29,000 listed on her income tax in the next three
19 entries, which is interest income, dividend income, and capital
11:06 20 gains. That comes right off her taxes.
21 The next entry says "Business Income." Probably
22 we were a little bit generous here because actually on her
23 taxes she shows a big expense on there, and there's actually
24 negative income on her business expenses. It turns out to be a
11:06 25 loss. We gave her the benefit of the doubt and just let it --

11:06 1 just included the revenue side of that business income.
2 For the year 1999, Ms. Danos also had some
3 significant winnings that -- winnings and prizes at the
4 casinos, totaling $12,000. You add all of these up, and you
11:06 5 come up with the fact that her known income, as was reported to
6 the IRS, is $44,513.
7 Moving on --
8 Q. And before you move on, the business income is a band
9 booking business that she's explained?
11:07 10 A. Actually, that's not quite true. She -- she did try to
11 explain that one in the grand jury testimony. She does have a
12 band booking business; however, that didn't really start --
13 didn't really start to catch hold until late 2000 and 2001.
14 During 1999, her main business was she -- she worked for a
11:07 15 travel agent.
16 Q. Okay. So, that 850 was the income she claimed from them?
17 A. Presumably from the travel agency.
18 And as a side note, '99 was the year that the
19 bachelor party was done for the judge's son. Rhonda actually
11:07 20 booked that through the travel agency -- I believe it's called
21 Trips Unlimited -- and at least, theoretically, earned a
22 commission on that.
23 JUDGE LAKE: All right. Let's move along.
24 THE WITNESS: Yes, sir.
11:08 25 A. The same exhibit, Bates stamp SC01907, basically again

11:08 1 shows that known sources of income are of $44,513; but it also
2 shows that going through that account is $90,000. So, the
3 actual expenses going through the account is twice the income
4 that you would say would be her known sources of income as
11:08 5 shown by her tax return. There's basically 45,000, almost
6 46,000 dollars' worth of expenses that can't be supported by a
7 known income source.
8 The last exhibit in this Number 76, with Bates
9 stamp of 1908 being the last numbers, just looking at the graph
11:09 10 at the bottom of this, the line represents the $44,513 which is
11 her known sources of income. And actually $90,172 pass through
12 the account. Again, there's 45, 46 thousand dollars that is
13 unaccounted for and which she couldn't seem to give a
14 satisfactory explanation in either of her grand jury
11:09 15 testimonies.
16 CHIEF JUDGE JONES: Let me ask you, though, sir, when
17 you look at these expenditures in '99 -- and, admittedly, they
18 far exceed her known non-cash income -- it looks as if most of
19 these payments are for personal expenses; that is to say, 7,000
11:10 20 are known to go to Judge Porteous and 3,000 to relatives and,
21 so, that's 10. So, that still reduces it to 80. So, it looks
22 as if she is personally living 40,000 beyond her means.
23 THE WITNESS: Yes, ma'am, that's probably right.
24 CHIEF JUDGE JONES: But, I mean, it's her -- it's not
11:10 25 as if it is going somewhere else. She is living 40,000 beyond

11:10 1 her means.
2 THE WITNESS: Yes, ma'am.
3 CHIEF JUDGE JONES: Okay.
4 BY MR. WOODS:
11:10 5 Q. Now, Mr. Fink, you did the same thing for the year 2000.
6 And you've given an explanation about how those figures are
7 calculated, and the Court has that in Exhibit Number 77 and can
8 examine that without your explanation. Is that correct?
9 A. Yes, sir.
11:11 10 Q. Okay. It's similar figures to '99?
11 A. Yes, sir.
12 CHIEF JUDGE JONES: Which exhibit is that?
13 MR. WOODS: 77, your Honor.
14 CHIEF JUDGE JONES: Okay.
11:11 15 MR. WOODS: And if the Court would prefer, we can go
16 through this --
17 CHIEF JUDGE JONES: No.
18 MR. WOODS: -- but I think it's --
19 JUDGE BENAVIDES: I would like to, quite frankly, just
11:11 20 find out where we're going with this.
21 JUDGE PORTEOUS: Yes.
22 JUDGE BENAVIDES: What I gather from this is that
23 Ms. Danos had some income somewhere that's not reflected in her
24 income tax. But how does that relate to Judge -- how do you
11:11 25 intend to relate this to Judge Porteous --

11:11 1 MR. WOODS: The relation is --
2 JUDGE BENAVIDES: -- as opposed to Ms. Danos?
3 MR. WOODS: Yes, your Honor. The relation is the
4 imbalance in the payments where she was paying for Judge
11:11 5 Porteous' expenses. There's about a $7,000 difference. Judge
6 Porteous is reimbursing her short. She has cash that's
7 unexplained coming into her account and --
8 JUDGE BENAVIDES: How does that relate to Judge
9 Porteous?
11:12 10 I mean, I assume -- you've already proven that
11 the amounts that were delivered to her by checks were deficient
12 in terms of what she paid for Judge Porteous.
13 MR. WOODS: Yes, sir.
14 JUDGE BENAVIDES: And, so, you've already established
11:12 15 that.
16 MR. WOODS: Yes.
17 JUDGE BENAVIDES: So, now what you're establishing is
18 that Ms. Danos had extra income?
19 MR. WOODS: Yes.
11:12 20 JUDGE BENAVIDES: All right. Now, why are we going to
21 that?
22 MR. WOODS: Well, because in the testimony of Levenson
23 and I believe Don Gardner they relate the fact that they had
24 given cash to Rhonda Danos for Judge Porteous, for example, to
11:12 25 support his son's internship in Washington, DC. They were

11:12 1 requested to give money, and they gave it to Danos rather than
2 to the judge.
3 JUDGE BENAVIDES: Yes. But if it winds up in Danos'
4 account -- if it winds up in Danos' account, what is your
11:13 5 theory? That Danos would take that money and give it to Judge
6 Porteous?
7 MR. WOODS: Presumably. Or she paid his bills and
8 didn't request full reimbursement for them.
9 THE WITNESS: There's also, Judge -- besides Rhonda
11:13 10 receiving a lot of money in cash deposits in '99, so does the
11 judge; and they both write a number of checks that says they're
12 written to cash.
13 JUDGE BENAVIDES: So, this is related to show the
14 amounts that may have been or that you say we can infer was
11:13 15 given by these lawyers --
16 MR. WOODS: Yes, your Honor.
17 JUDGE BENAVIDES: -- in their cash -- with what they
18 described, how many times they would give him money, how much
19 money, a thousand at a time, 2,000 at a time --
11:13 20 MR. WOODS: Yes, your Honor.
21 JUDGE BENAVIDES: -- to reflect that this would --
22 MR. WOODS: That's a possible --
23 JUDGE BENAVIDES: -- is a possible source.
24 MR. WOODS: It's a possible place where the money is
11:13 25 going. As Judge Porteous admitted yesterday, Don Gardner has

11:13 1 given him money. Mr. Creely stated that Gardner told him he
2 gave him a "cool shark," I believe it was, a thousand dollars.
3 CHIEF JUDGE JONES: "Great white whale."
4 MR. WOODS: A "great white" -- "great white," that's
11:14 5 it, for a thousand dollars.
6 We're showing the amount of cash that's going
7 through these two accounts.
8 JUDGE BENAVIDES: And there was testimony they were
9 giving him money, but they couldn't remember --
11:14 10 MR. WOODS: Exactly.
11 JUDGE BENAVIDES: -- exactly how much it was?
12 MR. WOODS: Exactly.
13 BY MR. WOODS:
14 Q. Now, one last -- two last charts, Mr. Fink.
11:14 15 Did you do an analysis of the judge's expenses
16 right before bankruptcy and during bankruptcy, to show that his
17 expenses were overstated during his bankruptcy and that his
18 income was understated therefore giving him a balance of extra
19 cash during his bankruptcy period that the bankruptcy court was
11:14 20 not aware of?
21 A. I did.
22 Q. Okay. And that's Exhibits 72 and 73?
23 A. Yes.
24 Q. And if you would -- here's a copy that has the Bates stamp.
11:15 25 And try and be brief on this just to give an overview.

11:15 1 You've got the 2001 expenses. 73 is the 2002
2 expenses we won't go into but the Court can examine.
3 If you would, just give a brief explanation of 72
4 and tell the Court what you did there concerning his claims in
11:15 5 his bankruptcy schedules as to what his actual expenses and
6 income were.
7 A. This particular one is Bates stamped 1732, the last couple
8 of numbers. In this schedule, the first line is the -- well,
9 let me say that the judge presented a payroll slip that showed
11:16 10 that his income was going to be $7532 during the bankruptcy
11 period. He told that this was going to be his only source of
12 income.
13 Q. That was the amount listed in the schedule that the
14 bankruptcy court relied on as his income. Is that correct?
11:16 15 A. Yes. That's this line here, which is $7532 over a nine
16 month period, totaling $67,784.
17 However, in looking at his actual accounts, he
18 had quite a bit more money that went through those accounts.
19 Specifically, over those nine months a total of 88,865, or a
11:16 20 difference of $21,081. So, he basically understated his income
21 by $21,081.
22 Do you want me to go into the details of that?
23 Q. No. If you would, just then go to the expenses.
24 A. Okay. Also on the filing, he listed $7475 worth of
11:17 25 expenses. Again, I looked at his -- that total, $67,275 over

11:17 1 the nine month period. Again, I looked at his checking account
2 and totaled all of the items that would have been listed in
3 the -- those categories that he said made up the bankruptcy
4 filing. That totaled $54,267, or a difference of about
11:17 5 $13,000.
6 JUDGE BENAVIDES: Now, what -- how did you arrive --
7 I'm trying to get this clear in my mind -- at the expenses?
8 Through his checks and credit card payments?
9 THE WITNESS: Through his checks, Judge.
11:18 10 JUDGE BENAVIDES: All right. Now, how about -- that
11 wouldn't account for cash payments for bills, food, things like
12 that?
13 THE WITNESS: Actually, I had another schedule that's
14 going to catch that.
11:18 15 JUDGE BENAVIDES: Okay.
16 A. But if you total -- just looking at his filing, he
17 downplayed his income by $21,000 and he overinflated expenses
18 to the bankruptcy trustee of $13,000. So, he basically had a
19 pool of money totaling $34,000 that he could continue his
11:18 20 lifestyle.
21 Judge, you mentioned the cash deposits. We, in
22 essence, thought of that, too. And we said, well, let's look
23 at that, maybe give him the benefit of the doubt there.
24 Specifically, we did it like this.
11:19 25 This is in your packets that's Bates stamped with

11:18 1 the last four numbers 1734.
2 Oh, boy, this is going to be hard to see.
3 CHIEF JUDGE JONES: Is this still Exhibit 72?
4 MR. WOODS: Yes, your Honor.
11:19 5 THE WITNESS: Yes, ma'am.
6 CHIEF JUDGE JONES: Oh, it says it right -- well,
7 here, I've got it.
8 THE WITNESS: Okay.
9 A. Right across the top here are those categories which were
11:19 10 listed in his bankruptcy filing. Starting with mortgage,
11 utilities, home maintenance and going all the way over to a
12 payment for the trustee of $1600 a month, those total for the
13 nine months 67,270 -- $67,275. All of those listed payments --
14 there's about eight or nine of them -- that he lists in his
11:20 15 bankruptcy filing, for those nine months, total $67,275.
16 Now, what I did -- oh, boy -- okay.
17 What I did is I went back through his bank
18 accounts and totaled all of those categories. Those are the
19 numbers listed right here. As you can see, if you subtract
11:20 20 what he told the bankruptcy court as opposed to what he
21 actually spent, you see a lot of numbers here going across the
22 schedule that are in red, or a negative number, meaning that
23 that was the amount of -- of shortfall that he actually had.
24 In other words, that's the amount that he overstated his
11:21 25 expenses. It came to a total of 34,598.

11:21 1 We said, as you did, Judge, what about the cash
2 expenses. Besides these -- this list of expenses, besides what
3 was listed in his bankruptcy filing, there was a whole other
4 set of expenses that went through those accounts. Those had --
11:21 5 were such things as credit cards, cash, checks written to cash,
6 gaming, a category that I put as "Other" because it didn't seem
7 to fit anything else, payments to Rhonda Danos, and also an
8 increase in the balance of the checking account. That totaled
9 $34,598.
11:22 10 And from there, we gave him the benefit of the
11 doubt with the cash. Basically what I did there was -- just to
12 use the one example of, say, home maintenance. He spent
13 actually $281 less than what he told the bankruptcy court. I
14 pulled $281 off his cash balance. And I did that on all the
11:22 15 categories that he had a shortfall on, with the exception of
16 utilities and insurance because it was obvious that he wrote
17 checks for every month of those periods.
18 Once we did that, once we gave him the benefit
19 saying, well, maybe some of the expenses that he didn't write
11:23 20 checks for he paid in cash, that "Other" category of expenses
21 that don't seem to show up on the bankruptcy filing, I
22 subtracted off all those cash payments, then added all those
23 categories across. It came to a total of $24,825. That is
24 what we would say probably should have been money that could
11:23 25 have been available to the pool of creditors, $24,825.

11:23 1 I did the same type of analysis for the full year
2 of 2002. That number on the second page of that one was
3 36,000. So, for the two years, we have a total of about
4 $60,000 that, I guess at least in theory, could have been part
11:24 5 of the creditor pool money.
6 BY MR. WOODS:
7 Q. So, Exhibit Number 73 is an identical analysis that you did
8 for the year 2002 that you did for this nine month period of
9 2001?
11:24 10 A. Yes, sir.
11 Q. Okay. Thank you.
12 A. And that total was 36,000 for the '02 year.
13 Q. All right. And the Court has Exhibit Number 73 it can
14 examine rather than go through the detail of how you did this
11:24 15 one. It's the same way you did it?
16 A. Yes.
17 CHIEF JUDGE JONES: Well, now, I notice in here that
18 when the -- when you calculated the monthly income and you said
19 you used the paycheck stubs --
11:24 20 THE WITNESS: Uh-huh.
21 CHIEF JUDGE JONES: -- did you use the one that he
22 submitted to the trustee?
23 THE WITNESS: Judge --
24 CHIEF JUDGE JONES: So, that did not include the fact
11:25 25 that judges get a hike in our pay after we finish paying the

11:25 1 FICA?

2 THE WITNESS: Well, specifically, that particular one

3 was before he hit any of the limits.

4 CHIEF JUDGE JONES: Right.

11:25 5 THE WITNESS: So, it was very small.

6 CHIEF JUDGE JONES: So, that was the amount that he

7 represented to the bankruptcy court. So, the total -- so, the

8 basic premise of the amount of income is just misstated?

9 THE WITNESS: Right.

11:25 10 Where's the bar chart? Do you want me to show

11 that?

12 MR. WOODS: Sure.

13 THE WITNESS: Is it 73? Yeah, on the back of 73, I

14 think, it deals with that question.

11:25 15 I guess, Judge, what -- what you might be saying

16 is that when someone is looking at having to put an income

17 number down you generally go to previous statements and see if

18 you can carve out a number. Well, in this case --

19 BY MR. WOODS:

11:26 20 Q. Now you're referring to an exhibit -- a document out of

21 Exhibit Number 73. And it's Bates stamped what?

22 A. It's Bates stamped -- the last four numbers are 1894, and

23 it's a chart or a graph.

24 THE WITNESS: I want to try to make this smaller.

11:26 25 A. Basically, the idea behind this is that -- you see a line

11:26 1 across the graph; and the line is at a point that is $90,378,
2 which is the 12 months of what the judge told the bankruptcy
3 court his salary would be.
4 The actual bars actually show what went through
11:27 5 his account during the years '98, '99, 2000 and 2001, at least
6 for the first three, would have served as a history on how he
7 could have possibly crafted a number to give to the bankruptcy
8 court.
9 In this case, none of these years are even close.
11:27 10 He's stating that only -- his salary is the only means of
11 income that he has. And we've seen -- I think I've illustrated
12 that a lot of other things go through that account.
13 But in none of these years the stuff that goes
14 through the account is even similar, even close, to that
11:27 15 $90,000 number. So, it has no historical basis.
16 CHIEF JUDGE JONES: Now, your colors, your spectrum of
17 colors, really don't mean a whole lot here or -- on that chart?
18 THE WITNESS: I'm sorry? I didn't hear.
19 CHIEF JUDGE JONES: Your spectrum of colors does not
11:28 20 mean a lot here; it's the comparison of the bar with the line?
21 THE WITNESS: With the line.
22 CHIEF JUDGE JONES: Okay. And even that 90 is a -- is
23 not an accurate portrayal of the amount of cash that a judge --
24 that an Article III judge takes home?
11:28 25 THE WITNESS: No, your Honor.

11:28 1 BY MR. WOODS:
2 Q. And that figure that the judge just referenced that was
3 used for bankruptcy, that was a check stub for May of 2000. Is
4 that correct?
11:28 5 A. Yes, it is.
6 Q. And you've seen that the bankruptcy was filed in March,
7 2001?
8 A. Yes, sir.
9 Q. Thank you.
11:28 10 MR. WOODS: Any questions by the Committee? I'm
11 passing the witness.
12 JUDGE LAKE: I don't have anything.
13 CHIEF JUDGE JONES: No, not at this time.
14 JUDGE LAKE: Judge Porteous?
11:29 15 JUDGE PORTEOUS: I think just maybe one or two.
16 **CROSS-EXAMINATION**
17 BY JUDGE PORTEOUS:
18 Q. With respect to my file, my salary is not a hidden agenda,
19 is it?
11:29 20 A. Sorry?
21 Q. My salary is a public record, isn't it?
22 A. You did submit a stub that showed the salary, yes.
23 Q. No, no. Isn't a federal judge's salary a public record?
24 A. Probably, yes, sir.
11:29 25 Q. Anybody can get to it?

11:29 1 A. (Indicating.)
2 Q. Is that right?
3 A. I would think.
4 Q. I submitted a stub; and you don't know what my bankruptcy
11:29 5 lawyer and I talked about or anything, do you?
6 A. Sir, that's true. However, the idea behind submitting the
7 stub was to show what your take home pay was so that a number
8 could be crafted out of your income for the bankruptcy
9 settlement. In this case, I think the stub that you showed was
11:30 10 understating your income.
11 Q. Okay. And when was that stub? I don't remember which one
12 we attached.
13 A. The filing was of March the 31st, '01. You provided a
14 stub --
11:30 15 MR. WOODS: May of 2000.
16 A. -- May, 2000. So, it was a bit old.
17 BY JUDGE PORTEOUS:
18 Q. Yeah. I probably had a $2500 increase in 2000.
19 A. Also, on one of the -- you understated your income by
11:30 20 21,000.
21 You also didn't include your wife's income in the
22 bankruptcy filing at all, nor did you include the tax refund.
23 Q. Did you notice whether she had permanent income that whole
24 year or just part of a year or anything?
11:30 25 A. It was $2500, 2500 and something; and it was spread out

11:31 1 throughout a good portion of the year.
2 Q. All 12 months? I mean, I don't remember.
3 A. I can show you. Let's see.
4 THE WITNESS: Your Honors, I'm looking at the Bates
11:31 5 stamp 2001 -- actually, it's 2001.
6 MR. WOODS: Is that out of Exhibit 72?
7 THE WITNESS: Right.
8 A. And let's see. This is deposits going through your
9 checking account. I have a total for you of 73,000 bucks.
11:32 10 And here is your wife's. It looks like she got
11 her first paycheck on the 18th of April, and it was from New
12 Orleans Metropolitan. She also seems to have worked for Amy's
13 Hallmark. It was -- basically, looks like April -- this goes
14 on, it looks like.
11:32 15 She -- it looks like she got some fairly
16 regular -- it looks like part-time work from a number of
17 places. Amy's Hallmark Shop looks like it was the bulk of it.
18 And she made, it looks like, 2700 bucks.
19 BY JUDGE PORTEOUS:
11:33 20 Q. And this was after the filing?
21 I'm just looking at the top. It says April,
22 2001 --
23 A. Yeah, looks like the first one was in April.
24 Q. So, it's all after the bankruptcy filing?
11:33 25 A. It appears so.

11:33 1 Q. Okay.
2 JUDGE PORTEOUS: I don't have any further questions.
3 CHIEF JUDGE JONES: I have a question.
4 I was looking at this matter of this 1,088
11:33 5 payment for the Fleet Credit Card that's come up. And I was --
6 when I was skipping over the checks that Rhonda Danos regularly
7 wrote for Judge Porteous, I did not see that she had written a
8 Fleet Credit Card check or if she did --
9 MR. WOODS: Your Honor, I brought that out in the
11:34 10 testimony. It showed the amount of payments --
11 CHIEF JUDGE JONES: Signed by her?
12 MR. WOODS: -- by her and the 1,088 was part of that
13 balance. It was a small balance of, like, 13 or 14 hundred
14 dollars --
11:34 15 CHIEF JUDGE JONES: Okay.
16 MR. WOODS: -- for the year 2001.
17 **REDIRECT EXAMINATION**
18 BY MR. WOODS:
19 Q. And, then, also, do you -- following up on Judge Porteous'
11:34 20 question, do you have figures that show the amount of income
21 that Carmella Porteous had for year 2000?
22 A. I do. I'm not sure I have it with me, though; and I'm not
23 sure I've got that number on the top of my head.
24 MR. WOODS: This is Exhibit 26.
11:35 25 BY MR. WOODS:

11:35 1 Q. I'll show you Exhibit 26. And, if you would, go to the
2 Elmo and show those to the Court.
3 Are those W-2's for the year 2000?
4 A. They are. It appears as though she worked for a temporary
11:35 5 employment agency called Adecco. This is for the year 2000.
6 It's -- her wages look like they're $864 there.
7 Q. Okay. What was --
8 A. She also had one from the New Orleans Metropolitan
9 Convention and Visitors Center.
11:35 10 Q. If you would, go back to the prior page. There's a W-2 for
11 the year 2000 there for New Orleans Metropolitan Center at the
12 bottom?
13 A. Yes. It's --
14 Q. Not that one. That's year 2001. I'm speaking of that
11:36 15 other page. The page that you have on the Elmo has the 2000.
16 That --
17 A. Oh, it sure does. Yeah. Sorry about that.
18 It's $327.
19 CHIEF JUDGE JONES: And what's the Bates number there?
11:36 20 THE WITNESS: 603.
21 CHIEF JUDGE JONES: Okay.
22 A. So, she had -- she had some income on the year 2000 --
23 JUDGE BENAVIDES: Was that the only one? You were
24 referring to another one, but that was for a different year.
11:36 25 This is the only income reflected?

11:36 1 THE WITNESS: Yes, sir.
2 JUDGE BENAVIDES: As far as the W-2 --
3 THE WITNESS: Yes, sir.
4 JUDGE BENAVIDES: -- and on the income tax, $320?
11:36 5 THE WITNESS: 320. Most of this -- well, there's
6 actually two of them for the year 2000, 320 and 864.
7 JUDGE BENAVIDES: So, $1100?
8 THE WITNESS: Yes, sir.
9 JUDGE BENAVIDES: All right.
11:37 10 CHIEF JUDGE JONES: All right.
11 MR. WOODS: No further questions of Mr. Fink, your
12 Honor.
13 THE COURT: All right. Mr. Fink, you're excused or
14 you can step down.
11:37 15 THE WITNESS: Thank you.
16 MR. WOODS: We would call Judge Greendyke, Bill
17 Greendyke.
18 Mr. Greendyke is down the hall, in the witness
19 room. It will take just a moment to get him.
11:38 20 *(Witness being summoned to the stand)*
21 MR. WOODS: Bill, if you would come up to the witness
22 chair here. The witness is being seated here, Bill.
23 JUDGE LAKE: Do you solemnly swear that the testimony
24 you shall give in this proceeding will be the truth, the whole
11:39 25 truth, and nothing but the truth, so help you God?

11:39 1 THE WITNESS: I do.

2 MR. WOODS: Judge Porteous is seated behind you; and

3 the Committee, of course, is up here. The sound in this room

4 is not good. So, if you would, speak loudly so everyone can

11:39 5 hear you.

6 **WILLIAM GREENDYKE, DULY SWORN, TESTIFIED:**

7 **DIRECT EXAMINATION**

8 BY MR. WOODS:

9 Q. Would you state your name for the record?

11:39 10 A. My name is William Greendyke.

11 Q. And how are you employed?

12 A. I'm a partner with the law firm of Fulbright & Jaworski in

13 Houston.

14 Q. Okay. Were you previously a bankruptcy judge?

11:40 15 A. Yes.

16 Q. What period of time?

17 A. 1987, September of 1987, until June -- May 31st of 2001.

18 Q. Okay. Where were you located as a judge?

19 A. My primary duty station was Houston.

11:40 20 Q. Okay. Calling your attention to the year 2001, did you

21 have occasion to be assigned to a bankruptcy case out of your

22 district?

23 A. Are you referring to New Orleans?

24 Q. Yes.

11:40 25 A. Yes.

11:40 1 Q. Okay. Would you relate to the Court your recollection of
2 when you were assigned to the case and why you were assigned to
3 it best as you understood it?
4 A. I received a telephone call from then Chief Judge Carolyn
11:40 5 King, asking me if I would take an assignment of a Chapter 13
6 case in New Orleans because it involved a United States
7 district judge.
8 Q. Okay. And you've reviewed the bankruptcy filing in the
9 past and then reviewed it today -- had a chance to review it
11:41 10 today?
11 A. I don't know if I've looked at the entire file. I've
12 looked at a number of pleadings today, and I have been shown
13 pleadings in the past. And, obviously, when I was on the
14 bench, handling the case, I had an opportunity to look at some
11:41 15 of the filings.
16 Q. Okay. And you're aware that a recusal order was entered by
17 Judge King for the district benches here in New Orleans; and
18 you were assigned to it, for the bankruptcy court, that is?
19 A. I don't know who entered the recusal order. I know that
11:41 20 she assigned me to this case.
21 Q. Okay. Now, calling your attention to this particular case,
22 did you ever meet personally with Judge Porteous?
23 A. No, sir.
24 Q. Did you have a phone conversation with he and his counsel?
11:41 25 A. I don't recall ever speaking with the judge.

11:41 1 Q. Okay.
2 A. I know I have had phone conferences with the trustee --
3 Chapter 13 trustee; and I believe counsel was on the phone, as
4 well. I don't -- I'm not aware the judge was on the phone.
11:41 5 Q. Are you familiar with the name Claude Lightfoot?
6 A. No.
7 Q. Do you know whether or not you recall talking with him?
8 A. Only from this file.
9 Q. Okay. You've had an opportunity to examine the schedules
11:42 10 that are in the bankruptcy file in the past. Is that correct?
11 A. Yes.
12 Q. And you've examined the order that you signed confirming
13 the bankruptcy plan. Is that correct?
14 A. Yes, sir, I've seen that.
11:42 15 Q. And is one of the portions of your order the fact that the
16 debtor shall not incur any debt during the term of the
17 bankruptcy?
18 A. That's part of the form Chapter 13 confirmation order.
19 Q. And concerning the schedules that are located in the filing
11:42 20 of the bankruptcy, when he files his petition and he attaches
21 the schedules, are those signed under oath?
22 A. They're signed under penalty of perjury.
23 Q. Okay. And is that acknowledged on the signature blank,
24 that these are signed under penalty of perjury?
11:43 25 A. If it's not every page, it's the first page.

11:43 1 Q. The one -- the one where he signs. Is that correct?
2 A. Yes.
3 Q. Okay. Are you aware of the fact that in this case Judge
4 Porteous incurred debt after the bankruptcy order was signed by
11:43 5 you?
6 A. I have learned that since the time that I confirmed the
7 case.
8 Q. And is that in violation of your order?
9 A. Technically, yes.
11:43 10 Q. Okay. Are you aware of the fact that Judge Porteous
11 received a tax refund shortly after filing the bankruptcy?
12 A. I learned that in late 2004, early 2005, well after I left
13 the bench and well after I confirmed the case.
14 Q. I take it that you weren't aware of any of these matters
11:44 15 while the matter was under your supervision. Is that correct?
16 A. No, sir. No, sir, not at all.
17 Q. You're aware on the schedules that it calls for an
18 answer -- when a person is expecting a tax refund, there are
19 two places on the schedule where you're supposed to check "yes"
11:44 20 for a tax refund?
21 A. That's correct, there are two instances in which you have
22 an opportunity to disclose the anticipated receipt of a refund.
23 Q. And how did you and your trustee handle tax refunds of a
24 debtor?
11:44 25 A. The trustee -- my memory is that he would ask for the

11:44 1 refunds to be treat -- payable to the debtor or the trustee
2 would make the IRS aware of the pendency of the bankruptcy case
3 and try and coordinate receipt of that so that it could be
4 brought into the estate or otherwise accounted for.
11:44 5 The trustee would usually ask, particularly if a
6 case was filed in the springtime, around the time of tax
7 returns being filed, if the debtor anticipated receiving a tax
8 refund.
9 Q. And I believe you've been shown the tax refund of Judge
11:45 10 Porteous that was dated March the 23rd -- March 23rd, '01, five
11 days before filing of the bankruptcy, where he signed his tax
12 return requesting a refund of over $4,000?
13 A. I have seen that within the last year.
14 Q. Okay. So, that is five days before the petition is filed.
11:45 15 Would that indicate that a person knows or should have answered
16 on his schedule that, yes, a tax refund is expected?
17 A. I would not have forgotten that.
18 JUDGE BENAVIDES: You what? I can't hear.
19 THE WITNESS: I would not have forgotten that within
11:45 20 five days.
21 JUDGE BENAVIDES: Okay.
22 BY MR. WOODS:
23 Q. Also, you've examined the bankruptcy file. The initial
24 petition was filed under a different name?
11:46 25 A. I became aware of that well after the time I confirmed the

11:46 1 case.
2 Q. And that petition is also filed under oath. Is that
3 correct?
4 A. Under penalty of perjury, yes, sir.
11:46 5 Q. Okay. And have you become aware after the fact that a
6 number of creditors were paid off right before the filing, that
7 would amount to them being preferred creditors, they received
8 preferred payment, that wasn't reflected in the petition?
9 A. I've been made aware of that allegation, as well.
11:46 10 Q. Okay. And given the sum of these events that you've become
11 aware of after you were -- were off of that case -- as a matter
12 of fact, you retired from the bankruptcy bench before the
13 matter was finally adjudicated, didn't you?
14 A. By "finally adjudicated," you mean before the entry of a
11:47 15 discharge?
16 Q. Yes.
17 A. That's correct.
18 Q. But only a short while before, correct?
19 A. I think that's correct. I think Judge Dodds ultimately
11:47 20 discharged the debt.
21 Q. And do you -- do you recall the month and year that you
22 retired?
23 A. It was effective May 31st, 2004.
24 Q. Given the sum of these events -- the false filing of the
11:47 25 name on the initial petition, the omission of the tax refund on

11:47 1 the schedules where it should be noted, the preferred payment
2 to certain creditors, and -- are you also aware of the fact
3 that he omitted some income from his wife that should have been
4 included?
11:47 5 A. I'm aware of that; and I'm also aware of the failure to
6 list a bank account, I believe.
7 Q. Right.
8 There was a bank account that was understated by
9 a couple of thousand dollars. You're aware of that?
11:48 10 A. (Nodding head.)
11 Q. Given the sum of those events, had you known that, what
12 would have been your course of action while you were the judge
13 supervising that bankruptcy? Had you known all those events,
14 what action would you have taken?
11:48 15 A. If I had been aware of those items prior to the signing of
16 the confirmation order, I would not have signed the
17 confirmation order. I would probably have sua sponte objected
18 on the basis of lack of good faith. I anticipate if my Houston
19 trustee had been aware of that he would have filed a similar
11:48 20 objection. And we would have had a hearing to try and iron
21 things out.
22 Q. And in bankruptcy filings, is good faith on behalf of the
23 debtor one of the key elements that the judge and the trustee
24 rely on?
11:48 25 A. It's a confirmation requirement.

11:48 1 Q. Okay. It's required that the judge list all of his assets,
2 the bank accounts, and that his true income be listed. Is that
3 correct?
4 A. Yes, that's correct in any case.
11:49 5 Q. And is that for the purpose of comparing a Chapter 7 and a
6 Chapter 13 so that the creditors under one or the other will
7 come out equal or that's best under one plan or the other?
8 A. That's one of the purposes for listing your assets and your
9 debts, but truth and candor in connection with any bankruptcy
11:49 10 proceeding is paramount to maintaining the integrity of the
11 entire process.
12 Q. And by under listing your assets and the income coming in,
13 the creditors get less money once the amount is figured out by
14 the trustee. Is that correct?
11:49 15 A. The Chapter 7 liquidation test is what you're talking
16 about. To confirm a Chapter 13 plan, the creditors are
17 supposed to receive a distribution in excess of what they would
18 have received in a Chapter 7. Otherwise, it makes no sense
19 economically to go through with a 13.
11:49 20 Q. Okay. But you did not know any of these matters when you
21 had the bankruptcy under your supervision. Is that correct?
22 A. I did not. I confirmed the case plan based on the
23 affirmative recommendation that the law had been complied with,
24 that the requirements for confirmation under Section 1325 of
11:50 25 the code had been complied with.

11:50 1 I looked at the Schedule I and the Schedule J,
2 the income, and the expenses and saw nothing that struck me out
3 of the ordinary. I was unaware of the name change on the date
4 of filing. I was unaware of the undisclosed assets. I did
11:50 5 everything that I normally would have done in connection with a
6 Houston bankruptcy case, dealing with my trustee, and only
7 years subsequently learned of the issues that you've talked
8 about.
9 Q. And you did examine the schedules and you depended on the
11:50 10 debtor making accurate representations within the schedule?
11 A. I looked at, as I recall, Schedule I and J. My normal
12 procedure in a Houston 13 would be to look at the income; look
13 at the plan summary that the trustee in this case filed, where
14 he basically just showed what the distribution would be, showed
11:51 15 the duration of the case or the duration of the payments, which
16 would be three years, and the recommendation that the code had
17 been complied with. It's like the paragraph before and -- the
18 second paragraph above, his signature on the recommendation
19 saying that he's certifying to me that this does what it's
11:51 20 supposed to do under the law.
21 Q. Okay.
22 A. That's -- and in the context of a 13 practice, the Houston
23 judges each have probably 10 or 15 thousand 13 cases. And the
24 confirmation panel on a given day would be a 120 or a 150. For
11:51 25 me to review all the schedules for every case was impossible.

11:51 1 So, you rely administratively on the relationship
2 you have with your trustee and that the trustee is telling
3 you -- making an accurate assessment of compliance with the
4 code.
11:51 5 Q. Okay. And part of your bankruptcy order was that the
6 debtor had to obtain the -- the permission of the trustee or
7 the judge to acquire new credit, obtain new credit?
8 A. That's part of the order, yes, sir.
9 Q. And are you aware that the judge in this case,
11:52 10 Judge Porteous, did obtain permission to refinance his house
11 and also to lease two automobiles?
12 A. I have recently become aware of that.
13 Q. Okay. And are you aware that other credit was obtained
14 without permission of you or the trustee?
11:52 15 A. I have been told that, as well.
16 Q. Okay.
17 MR. WOODS: If I may have one moment, your Honor?
18 *(Sotto voce discussion between counsel)*
19 BY MR. WOODS:
11:52 20 Q. You just related the fact that you have -- as a bankruptcy
21 judge, you have a number of cases in front of you and that you
22 rely on the trustee to give you accurate information. Is that
23 correct?
24 A. As a former judge, that is what I did for 17 years, yes.
11:53 25 Q. And your trustee, of course, relies on the good faith and

11:53 1 the accuracy of the debtor to provide information to him?
2 A. Absolutely.
3 MR. WOODS: Thank you, your Honor. Pass the witness.
4 JUDGE BENAVIDES: I have a couple of questions.
11:53 5 With respect to reliance on the trustee, that
6 would -- that would be reliance also as to his perusal of the
7 amounts that were stated as income?
8 THE WITNESS: Yes.
9 JUDGE BENAVIDES: All right. So, you wouldn't have
11:53 10 generally the occasion -- in the absence of an objection or the
11 trustee calling it to your attention, you -- you wouldn't
12 normally question the amount of income?
13 THE WITNESS: I knew I was dealing with a US district
14 judge and I knew he made more than I did and I knew by
11:53 15 percentage --
16 JUDGE BENAVIDES: Well, that's my question. Most
17 bankruptcy judges I know are particularly aware of how much
18 they make and how much district judges make --
19 THE WITNESS: It wasn't a competitive --
11:53 20 JUDGE BENAVIDES: -- and it's the subject every year
21 at budget -- at budget time in Congress of how much people are
22 going to get and whatever. I was just wondering if you knew he
23 was a district judge --
24 THE WITNESS: I did. That was the reason for --
11:54 25 JUDGE BENAVIDES: -- why -- why a bell or a horn or a

11:54 1 signal or a light or something wouldn't have come on when -- if
2 you viewed the $7,000 monthly figure as income?
3 THE WITNESS: It just didn't, Judge. It just didn't.
4 And again --
11:54 5 JUDGE BENAVIDES: It was basically because of your
6 previous testimony that you -- you relied on the trustee?
7 THE WITNESS: Correct.
8 JUDGE BENAVIDES: And the trustee may not have the
9 particular awareness of salaries that bankruptcy judges have of
11:54 10 district court salaries.
11 THE WITNESS: I mean, I was -- I would assume that the
12 trustee, being also an employee of the judicial system, would
13 be aware that it was a fixed salary and something that didn't
14 change very often.
11:54 15 JUDGE BENAVIDES: But might not know the amount?
16 THE WITNESS: Everybody in the court family, I think,
17 would be aware of that. But I knew that there was a fixed
18 salary and assumed that the trustee had done the appropriate
19 analysis and made the appropriate inquiries at the meeting of
11:55 20 creditors.
21 JUDGE BENAVIDES: Irrespective of whether an
22 appropriate analysis was made or there was an oversight or it
23 didn't come to mind or whatever, whatever oversight or failure
24 to recognize that income has no bearing on the duty of the
11:55 25 declarant or the bankruptcy petitioner to state the correct

11:55 1 amount?

2 THE WITNESS: I'm not sure I understood that question.

3 JUDGE BENAVIDES: In other words, irrespective of

4 whether the light came on or it didn't come on or whatever, the

11:55 5 duty to disclose properly the amount of income is not forgiven

6 because someone blesses the --

7 THE WITNESS: I agree with that.

8 JUDGE BENAVIDES: Is that correct?

9 THE WITNESS: I agree with that. And that's why I

11:55 10 expressed surprise when I learned of the things that I learned

11 of after 2004.

12 JUDGE BENAVIDES: Thank you.

13 CHIEF JUDGE JONES: Mr. Greendyke, were you, as it --

14 let's see. We talked about that.

11:56 15 I guess the only question I have, then, is that

16 if there was a significant failure to disclose the disposable

17 income -- that is to say, in the amount of the monthly cash

18 that he was receiving -- wouldn't that affect the calculation

19 of the amount of payments that are to be made in the Chapter 13

11:56 20 plan?

21 THE WITNESS: Yes, Judge, it would, whether it's a tax

22 refund or whether it was the bump because of moving into the

23 FICA time of the year when he would receive a raise in a

24 federal salary context.

11:56 25 CHIEF JUDGE JONES: And if the judge also failed to

11:56 1 disclose in the schedules a significant amount of losses that
2 were attributable to gambling, while that might or might not
3 affect the plan, it would be a material consideration in the
4 likelihood that he could repay and the ability to confirm and
11:57 5 so on?
6 THE WITNESS: Yes, Judge.
7 JUDGE BENAVIDES: And, likewise, if expenses were
8 understated, that would have a similar effect?
9 THE WITNESS: Yes, sir.
11:57 10 CHIEF JUDGE JONES: I think that -- all right. I
11 think those are --
12 Judge Porteous?
13 JUDGE PORTEOUS: I have no questions, your Honor.
14 CHIEF JUDGE JONES: You have no questions?
11:57 15 Let me just ask. I assume you attributed a
16 higher -- a certain level of integrity to this filing because
17 the subject in question was a federal judge?
18 THE WITNESS: I did not scrutinize it --
19 CHIEF JUDGE JONES: Right.
11:57 20 THE WITNESS: -- particularly because I thought it was
21 a judge and I --
22 CHIEF JUDGE JONES: Because you thought a judge would
23 turn square corners?
24 THE WITNESS: Yes, Judge. That's why I was surprised
11:57 25 when I found out the things I found out.

11:57 1 CHIEF JUDGE JONES: All right, sir. I guess you may
2 step down. Thank you very much --
3 THE WITNESS: Thank you, Judge.
4 CHIEF JUDGE JONES: -- for coming over from Houston
11:57 5 today.
6 THE WITNESS: Good to see you all.
7 MR. WOODS: Thanks, Bill.
8 Your Honors, Mr. Heitkamp is in the hallway. I
9 believe Mr. Finder is getting him. He'll be very, very short.
11:58 10 Your Honors, for scheduling purposes, Rhonda
11 Danos will be our last; and she'll be very short, also.
12 CHIEF JUDGE JONES: Okay.
13 *(Witness being summoned to the stand)*
14 MR. FINDER: He's on his way.
11:59 15 CHIEF JUDGE JONES: Do you want to put Ms. Danos on?
16 We could shorten lunch. You could put her on after
17 Mr. Heitkamp.
18 MR. WOODS: That would be fine, your Honor.
19 CHIEF JUDGE JONES: If that's all right, if you think
11:59 20 you can do that.
21 JUDGE LAKE: Please come around, sir, to be sworn.
22 This table here is where the witnesses sit.
23 Please raise your right hand.
24 Do you solemnly swear that the testimony you
11:59 25 shall give in this case will be the truth, the whole truth, and

SC EXHIBIT - 00030

## *Gaming Losses 3/28/00 - 3/28/01*

| Casino | Date | Win | Loss |
|---|---|---|---|
| Treasure Chest Casino | 4/6/00 | 500 | |
| | 5/11/00 | 300 | |
| | 5/27/00 | 83 | |
| | 6/2/00 | | 30 |
| | 6/6/00 | 80 | |
| | 7/8/00 | | 276 |
| | 7/27/00 | | 3900 |
| | 8/27/00 | | 28 |
| | 10/20/00 | | 90 |
| | 11/03/00 | | 177 |
| | 11/06/00 | | 2900 |
| | 12/07/00 | 765 | |
| | 2/10/01 | 10 | |
| | 3/02/01 | | 500 |
| | 3/10/01 | | 60 |
| | 3/19/01 | | 10 |
| Casino Magic Bay St. Louis | 9/15/00 | | 2530 |
| | 10/13/00 | 780 | |
| Grand Casino Gulfport | 4/28/00 | | 44.05 |
| | 4/29/00 | 470 | |
| | 6/27/00 | 805 | |
| | 6/28/00 | 44.15 | |
| | 7/18/00 | 71.25 | |
| | 8/19/00 | | 200 |
| | 8/20/00 | | 118.75 |
| | 2/16/01 | | 39.50 |
| | 2/26/01 | | 20 |
| | 2/27/01 | | 1972.05 |
| | | | 12,895.35 |
| Beau Rivage | 4/13/00 | 500 | |
| | 7/14/00 | 900 | |
| Grand Casino Biloxi | 4/16/00 | 3.75 | |
| | | 5312.15 | |

PORT0656amos

SC00621

HP Exhibit 337

#3700 00 Display Customer Trip History 13:39 6/27/02
* ALL GAMES - TOTALS *

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94
Marketing Code:
Select I=Inquiry....:

| | | | | | |
|---|---|---|---|---|---|
| | Arrive: | 5/11/00 | 4/06/00 | 3/15/00 | 1/25/00 |
| | Depart: | 5/11/00 | 4/06/00 | 3/15/00 | 1/25/00 |
| Est. Win/Loss- | Pit..: | 300 | 500 | 0 | 2,700- |
| | Slots: | 0 | 0 | 28- | 0 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 300 | 500 | 28- | 2,700- |
| Earn Potential | Pit..: | 417 | 182 | 0 | 231 |
| | Slots: | 0 | 0 | 19 | 0 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 417 | 182 | 19 | 231 |
| Complimentary | Room.: | 0 | 0 | 0 | 0 |
| | F & B: | 0 | 0 | 0 | 0 |
| | Misc.: | 0 | 0 | 0 | 0 |
| | Trans: | 0 | 0 | 0 | 0 |
| | * Total: | 0 | 0 | 0 | 0 |
| | Unused Comps: | 0 | 0 | 0 | 0 + |

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

1/8/04 - Vincent Schmertz says
— is Player Net loss.

SC00622

#3700 00 Display Customer Trip History T/L 13:38 6/27/02
* ALL GAMES - TOTALS *

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

[redacted]arketing Code:
Select I=Inquiry....:

| | | | | | |
|---|---|---|---|---|---|
| | Arrive: | 7/08/00 | 6/06/00 | 6/02/00 | 5/27/00 |
| | Depart: | 7/08/00 | 6/07/00 | 6/03/00 | 5/27/00 |
| Est. Win/Loss- | Pit..: | 0 | 0 | 100 | 0 |
| | Slots: | 276- | 80 | 130- | 83 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 276- | 80 | 30- | 83 |
| Earn Potential | Pit..: | 0 | 0 | 58 | 0 |
| | Slots: | 61 | 196 | 311 | 36 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 61 | 196 | 369 | 36 |
| Complimentary | Room.: | 0 | 0 | 0 | 0 |
| | F & B: | 0 | 0 | 0 | 0 |
| | Misc.: | 0 | 0 | 0 | 0 |
| | Trans: | 0 | 0 | 0 | 0 |
| | * Total: | 0 | 0 | 0 | 0 |
| | Unused Comps: | 0 | 0 | 5 | 0 + |

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

#3700' 00 Display Customer Trip History 13:38 6/27/02
* ALL GAMES - TOTALS *

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]
NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94
Marketing Code:
Select I=Inquiry....:

| | | | | | |
|---|---|---|---|---|---|
| | Arrive: | 11/03/00 | 10/20/00 | 8/27/00 | 7/27/00 |
| | Depart: | 11/03/00 | 10/20/00 | 8/27/00 | 7/27/00 |
| Est. Win/Loss- | Pit..: | 0 | 100- | 0 | 3,900- |
| | Slots: | 177- | 10 | 28- | 0 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 177- | 90- | 28- | 3,900- |
| Earn Potential | Pit..: | 0 | 70 | 0 | 1,032 |
| | Slots: | 27 | 5 | 2 | 0 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 27 | 75 | 2 | 1,032 |
| Complimentary | Room.: | 0 | 0 | 0 | 0 |
| | F & B: | 0 | 0 | 0 | 0 |
| | Misc.: | 0 | 0 | 0 | 0 |
| | Trans: | 0 | 0 | 0 | 0 |
| | * Total: | 0 | 0 | 0 | 0 |
| | Unused Comps: | 7 | 9 | 1 | 675 + |

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

#3700 00 Display Customer Trip History 13:38 6/27/02

* ALL GAMES - TOTALS *

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]

NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

Marketing Code:

Select I=Inquiry....:

| | | | | | |
|---|---|---|---|---|---|
| | Arrive: | 3/02/01 | 2/10/01 | 12/07/00 | 11/06/00 |
| | Depart: | 3/03/01 | 2/10/01 | 12/07/00 | 11/07/00 |
| Est. Win/Loss- | Pit..: | 500- | 0 | 800 | 2,800- |
| | Slots: | 0 | 10 | 35- | 100- |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 500- | 10 | 765 | 2,900- |
| Earn Potential | Pit..: | 425 | 0 | 90 | 983 |
| | Slots: | 0 | 11 | 100 | 14 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 425 | 11 | 190 | 997 |
| Complimentary | Room.: | 0 | 0 | 0 | 0 |
| | F & B: | 0 | 0 | 0 | 0 |
| | Misc.: | 5 | 0 | 796 | 10 |
| | Trans: | 0 | 0 | 0 | 0 |
| | * Total: | 5 | 0 | 796 | 10 |
| | Unused Comps: | 46 | 2 | 771- | 109 + |

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

#3700 00 Display Customer Trip History 13:38 6/27/02

* ALL GAMES - TOTALS *

PORTEOUS, GABRIEL J.,Jr D.O.B.: 12/15/46 Customer #: [redacted]

NEW ORLEANS LA 70130-3313 Date Estab: 9/05/94

Marketing Code:

Select I=Inquiry....:

| | | | | | |
|---|---|---|---|---|---|
| | Arrive: | 4/22/01 | 4/10/01 | 3/19/01 | 3/10/01 |
| | Depart: | 4/22/01 | 4/10/01 | 3/19/01 | 3/10/01 |
| Est. Win/Loss- | Pit..: | 0 | 200 | 0 | 0 |
| | Slots: | 127- | 0 | 10- | 60- |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 127- | 200 | 10- | 60- |
| Earn Potential | Pit..: | 0 | 289 | 0 | 0 |
| | Slots: | 29 | 0 | 18 | 11 |
| | Other: | 0 | 0 | 0 | 0 |
| | * Total: | 29 | 289 | 18 | 11 |
| Complimentary | Room.: | 0 | 0 | 0 | 0 |
| | F & B: | 0 | 0 | 0 | 0 |
| | Misc.: | 41 | 0 | 0 | 94 |
| | Trans: | 0 | 0 | 0 | 0 |
| | * Total: | 41 | 0 | 0 | 94 |
| | Unused Comps: | 36- | 34 | 2 | 93- + |

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

MJJ

GRAND CASINO GULFPORT
3215 WEST BEACH BLVD
GULFPORT, MS 39501



Win/Loss Statement for Account [redacted].
Rated Play From: 01/01/00 to: 12/31/00.

PORTEOUS, G THOMAS
CARMELLA G PORTEOUS
SECTION T 500 CAMP ST
NEW ORLEANS, LA 70130 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| ~~03/07/00~~ | ~~3:55~~ | ~~229.75~~ | 0.00 |
| 04/28/00 | 0:18 | 0.00 | 44.05 |
| 04/29/00 | 0:48 | 470.00 | 0.00 |
| 06/27/00 | 3:14 | 805.00 | 0.00 |
| 06/28/00 | 0:44 | 44.15 | 0.00 |
| 07/18/00 | 0:52 | 71.25 | 0.00 |
| 08/19/00 | 2:23 | 0.00 | 200.00 |
| 08/20/00 | 1:56 | 0.00 | 118.75 |
| | | 1,620.15 | 362.80 |

1,257.35

End of Statement

MJJ

GRAND CASINO GULFPORT
3215 WEST BEACH BLVD
GULFPORT, MS 39501



Win/Loss Statement for Account [redacted].
Rated Play From: 01/01/01 to: 12/31/01.

PORTEOUS, G THOMAS
CARMELLA G PORTEOUS
SECTION T 500 CAMP ST
NEW ORLEANS, LA 70130 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| 02/16/01 | 0:34 | 0.00 | 39.50 |
| 02/26/01 | 0:09 | 0.00 | 20.00 |
| 02/27/01 | 5:25 | 0.00 | 1,972.05 |
| 05/04/01 | 0:28 | 18.50 | 0.00 |
| 05/26/01 | 1:04 | 150.00 | 0.00 |
| 05/27/01 | 1:32 | 195.00 | 0.00 |
| | | 363.50 | 2,031.55 |

End of Statement

GRAND CASINO BILOXI



Win/Loss Statement for Account [redacted]
Rated Play From: 01/01/97 to: 07/03/02.

PORTEOUS, TOM
4801 NEYREY DR

METAIRIE, LA 70002 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| 03/14/98 | 5:39 | 0.00 | 1,200.00 |
| 10/25/98 | 1:47 | 472.50 | 0.00 |
| 04/16/00 | 0:20 | 3.75 | 0.00 |
| 04/06/01 | 1:20 | 0.00 | 17.75 |
| 11/01/01 | 0:38 | 0.00 | 60.00 |
| 04/04/02 | 0:15 | 19.50 | 0.00 |
| | | 495.75 | 1,277.75 |

End of Statement

06/25/02 14:45:59

CASINO MAGIC
Bay St. Louis, MS 39520

| ACCT # | PLAYER | | YEAR | SLOT WIN/ LOSS | TABLE WIN/ LOSS |
|---|---|---|---|---|---|
| [redacted] | PORTEOUS | G. THOMAS | 2000 | | |
| | | | 2000 TOTAL | 50- | 1,700- |
| [redacted] | PORTEOUS | G. THOMAS | | | |
| | | | FINAL TOTAL TOTAL | 50- | 1,700- |

* * * E N D O F R E P O R T * * *

SC00630

PAGE 1

| TOTAL WIN/ LOSS | ACTUAL COIN_IN |
|---|---|
| 1,750- | 811 |
| 1,750- | 811 |

CPRTR090 CASINO MAGIC BSL - LIVE 6/25/02 2:52 PM
[redacted] ACTIVE CREDIT Patron Rating Summary
ORTEGUS,G.THOMAS T MM 2,500LINE
ETAIRIE, LA 12/15/46 2,500 AVAILABLE

| | 10/13/00 | 9/15/00 | 10/19/99 | Month 10/2000 1-Trips |
|---|---|---|---|---|
| | 1Days | 1Days | 1Days | 1Days |
| Time/Game | 2:28 Mult | 5:35 Mult | :30 BLACK | 4:56 Mult |
| Average Bet | 96 | 50 | 50 | 96 |
| Cash Deposit | | | | |
| Buy In Cash | | | | |
| Credit | 500 | 2,500 | 500 | 500 |
| *Total | 500 * | 2,500 * | 500 * | 500 * |
| Credit Action | | | | |
| Win/Loss | 780 W | 2,530 L | 1,000 L | |
| Theo Loss | 210 | 260 | 23 | 210 |
| Actual Comp$ | 53 | 7 | | 53 |
| Auth Comp$/Lvl | 42 R6 | 52 R5 | 5 R9 | 210 R6 |
| Theo Profit | 157 CNV | 253 CNV | 23 CNV | 157 75% |
| Group | | | | |
| Play Type B | Trip Date | | | More... |

F1=Key Desc 1 3 5 6 7 8 9 12 13 14 15 16 17 19 20 21 22 23

SC00632

TABLE GRAND [illegible]

CMREQ400 LIH Prop 06 BEAU RIVAGE - RESTRICTED 6/25/02 07:29P
3 R PLAYER HISTORY Go To: _____

Recv #: [redacted] Name: PORTEOUS, GABRIEL THOMAS Credit Avl: 2,500
Rec Cmp Status: PR C/C: GRN+ Walk Amt: Deposit :
Trip Seq #: 5 #Rtngs: CR Limit: 2,500 Tot Avl CR: 2,500

| Trip Seq (Trip) | 5( 5) | 6( 4) | 7( 3) | 8( 2) | 4 Trip Avg |
|---|---|---|---|---|---|
| Comp Status | CASI | RFL | | ROOM | |
| Date From | 04/13/00 | 08/03/99 | 07/19/99 | 07/02/99 | 07/14/00 |
| To | 04/16/00 | 08/03/99 | 07/20/99 | 07/04/99 | 05/22/02 |
| 4 HR. Conv. | 8 | 0 | 200 | 40 | 122 |
| Time Played | 1:35 | :00 | 6:33 | 5:09 | 3:29 |
| Average Bet | 63 | 0 | 122 | 62 | 80 |
| Theo. Loss | 80- | 0 | 634- | 254- | 194- |
| Plyr Win/Loss | 500 | 0 | 2,500 | 2,400- | 375 |
| RFB Comps | 0 | 75 | 0 | 240 | 89 |
| Misc Comps | 0 | 0 | 0 | 245 | 0 |
| Airfare Comps | 0 | 0 | 0 | 0 | 0 |
| CR/Cash Discnt | 0 | 0 | 0 | 0 | 0 |
| Airfare Conv. | 8 | 0 | 67 | 27 | |

F1-Inquire F9-Alpha F13-Next F11-Go To F16-Exit
F8-Clear F12-Help F14-Prev SF11-Go Back SF16-Logoff

THIS IS PAGE 2 ZERO ACTIVITY TRIP(S) NOT DISPLAYED
BLOCK

SC00633

CMREQ400 LIH Prop 06 BEAU RIVAGE - RESTRICTED 6/25/02 07:29P
B R PLAYER HISTORY Go To: _____

Recv #: [redacted] Name: PORTEOUS, GABRIEL THOMAS Credit Avl: 2,500
Rec Cmp Status: PR C/C: GRN+ Walk Amt: Deposit :
Trip Seq #: 1 #Rtngs: CR Limit: 2,500 Tot Avl CR: 2,500

| Trip Seq (Trip) | 1( 11) | 2( 10) | 3( 9) | 4( 6) | 4 Trip Avg |
|---|---|---|---|---|---|
| Comp Status | ROOM | ROOM | | | |
| Date From | 05/22/02 | 10/31/01 | 04/07/01 | 07/14/00 | 07/14/00 |
| To | 05/22/02 | 11/01/01 | 04/08/01 | 07/15/00 | 05/22/02 |
| 4 HR. Conv. | 0 | 169 | 76 | 33 | 122 |
| Time Played | :00 | 7:35 | 4:55 | 1:27 | 3:29 |
| Average Bet | 0 | 89 | 62 | 91 | 80 |
| Theo. Loss | 0 | 470- | 213- | 93- | 194- |
| Plyr Win/Loss | 0 | 600 | 0 | 900 | 375 |
| RFB Comps | 80 | 40 | 237 | 0 | 89 |
| Misc Comps | 0 | 0 | 0 | 0 | 0 |
| Airfare Comps | 0 | 0 | 0 | 0 | 0 |
| CR/Cash Discnt | 0 | 0 | 0 | 0 | 0 |
| Airfare Conv. | 0 | 56 | 25 | 11 | |

F1-Inquire F8-Clear F9-Alpha F12-Help F13-Next F14-Prev F11-Go To SF11-Go Back F16-Exit SF16-Logoff

BLOCK

SC00634

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530



Win/Loss Statement for Account [redacted].
Rated Play From: 01/01/99 to: 12/31/99.

PORTEOUS, TOM
4801 NEYREY DR

MEATARIE, LA 70002 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| 04/16/99 | 0:08 | 0.00 | 20.00 |
| 04/17/99 | 1:42 | 0.00 | 140.00 |
| 07/20/99 | 1:05 | 0.00 | 56.50 |
| | | 0.00 | 216.50 |

End of Statement

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530



Win/Loss Statement for Account [redacted].
Rated Play From: 01/01/00 to: 12/31/00.

PORTEOUS, TOM
4801 NEYREY DR

MEATARIE, LA 70002 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| 03/08/00 | 0:17 | 0.00 | 17.50 |
| 04/13/00 | 0:39 | 0.00 | 163.00 |
| 04/14/00 | 0:38 | 28.75 | 0.00 |
| 04/15/00 | 0:31 | 32.25 | 0.00 |
| 04/16/00 | 0:30 | 0.00 | 100.00 |
| 06/28/00 | 0:19 | 0.00 | 42.75 |
| 07/14/00 | 1:12 | 0.00 | 156.25 |
| 07/15/00 | 0:24 | 0.00 | 60.00 |
| 07/18/00 | 0:47 | 0.00 | 0.00 |
| 07/23/00 | 0:29 | 0.00 | 69.95 |
| 08/13/00 | 3:16 | 0.00 | 140.50 |
| 08/20/00 | 0:59 | 3.75 | 0.00 |
| 08/31/00 | 0:03 | 0.00 | 8.75 |
| 09/29/00 | 0:16 | 230.00 | 0.00 |
| 09/30/00 | 1:20 | 0.00 | 38.75 |
| 10/01/00 | 0:04 | 0.00 | 10.00 |
| 10/29/00 | 0:12 | 40.00 | 0.00 |
| 12/09/00 | 0:25 | 0.00 | 147.50 |
| 12/16/00 | 0:06 | 25.00 | 0.00 |
| 12/23/00 | 1:02 | 0.00 | 148.75 |
| | | 359.75 | 1,103.70 |

End of Statement

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530



Win/Loss Statement for Account [redacted].
Rated Play From: 01/01/01 to: 12/31/01.

PORTEOUS, TOM
4801 NEYREY DR

MEATARIE, LA 70002 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| 01/17/01 | 0:10 | 20.00 | 0.00 |
| 01/31/01 | 0:26 | 27.50 | 0.00 |
| 02/26/01 | 0:22 | 126.25 | 0.00 |
| 04/07/01 | 0:44 | 138.75 | 0.00 |
| 04/20/01 | 0:01 | 7.50 | 0.00 |
| 04/26/01 | 0:03 | 16.25 | 0.00 |
| 05/04/01 | 0:02 | 3.75 | 0.00 |
| 05/23/01 | 0:05 | 58.75 | 0.00 |
| 05/27/01 | 0:21 | 46.25 | 0.00 |
| 06/08/01 | 0:18 | 212.50 | 0.00 |
| 06/15/01 | 0:02 | 13.75 | 0.00 |
| 06/30/01 | 0:06 | 0.00 | 0.00 |
| 07/08/01 | 0:02 | 12.50 | 0.00 |
| 07/23/01 | 0:03 | 12.50 | 0.00 |
| 07/31/01 | 0:02 | 1.25 | 0.00 |
| 08/21/01 | 0:04 | 31.50 | 0.00 |
| 08/29/01 | 2:02 | 0.00 | 187.50 |
| 09/02/01 | 0:01 | 1.25 | 0.00 |
| 09/23/01 | 0:02 | 6.25 | 0.00 |
| 10/31/01 | 1:06 | 0.00 | 88.25 |
| 11/02/01 | 0:01 | 1.25 | 0.00 |
| | | 737.75 | 275.75 |

End of Statement

Jul 24 03 02:58p

Slots only per stmt on 1/8/02

p.3

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530

Page 1

Win/Loss Statement for Account [redacted].
Rated Play From: 01/01/02 to: 12/31/02.

PORTEOUS, TOM
4801 NEYREY DR

MEATARIE, LA 70002 USA

| Date | Hours | Patron Win | Patron Loss |
|---|---|---|---|
| 03/16/02 | 0:18 | 0.00 | 40.00 |
| 03/20/02 | 0:06 | 0.00 | 25.00 |
| 04/03/02 | 0:16 | 0.00 | 78.75 |
| 05/22/02 | 0:23 | 0.00 | 20.00 |
| 05/25/02 | 0:08 | 0.00 | 5.50 |
| | | 0.00 | 169.25 |

End of Statement

SC00638

7/24/03

What is this

Points earned not dollars.

06/26/02 09:50 BEAU RIVAGE Page 1
KKCTRPNT Patron Transaction Report OLL

Patron#: [redacted] PORTEOUS, TOM

| Acct | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| PNTS | SLOT | ISSD | 10222 | 052502 | 59275537 | | 3 | 914 |
| PNTS | SLOT | ISSD | 10226 | 052202 | 59102187 | | 18 | 911 |
| PNTS | SLOT | ISSD | 21370 | 040302 | 56312397 | | 7 | 893 |
| PNTS | SLOT | ISSD | 21415 | 040302 | 56311835 | | 14 | 886 |
| PNTS | SLOT | ISSD | 21284 | 032002 | 55431210 | | 4 | 872 |
| PNTS | SLOT | ISSD | 21283 | 032002 | 55430976 | | 2 | 868 |
| PNTS | SLOT | ISSD | 21395 | 031602 | 55173571 | | 18 | 866 |
| PNTS | | ISSD | 021266 | 103101 | 47276010 | | 15 | 848 |
| PNTS | | ISSD | 021267 | 103101 | 47275443 | | 3 | 833 |
| PNTS | | ISSD | 021267 | 103101 | 47275077 | | 10 | 830 |
| PNTS | | ISSD | 021268 | 103101 | 47274702 | | 6 | 820 |
| PNTS | | ISSD | 020794 | 103101 | 47274240 | | 14 | 814 |
| PNTS | | ISSD | 021054 | 103101 | 47273641 | | 6 | 800 |
| PNTS | | ISSD | 021289 | 103101 | 47272834 | | 25 | 794 |
| PNTS | SLOT | ISSD | 021290 | 092301 | 45078023 | | 1 | 769 |
| PNTS | SLOT | ISSD | 021291 | 090201 | 43867890 | | 1 | 768 |
| PNTS | SLOT | ISSD | 021288 | 082901 | 43598550 | | 4 | 767 |
| PNTS | SLOT | ISSD | 021288 | 082901 | 43598373 | | 5 | 763 |
| PNTS | SLOT | ISSD | 021369 | 082901 | 43593972 | | 16 | 758 |
| PNTS | SLOT | ISSD | 021285 | 082901 | 43592623 | | 8 | 742 |
| PNTS | SLOT | ISSD | 021285 | 082901 | 43591300 | | 15 | 734 |
| PNTS | SLOT | ISSD | 021285 | 082901 | 43590536 | | 10 | 719 |
| PNTS | SLOT | ISSD | 021376 | 082901 | 43589974 | | 6 | 709 |
| PNTS | SLOT | ISSD | 021376 | 082901 | 43589620 | | 9 | 703 |
| PNTS | SLOT | ISSD | 021287 | 082901 | 43588484 | | 6 | 694 |
| PNTS | SLOT | ISSD | 021286 | 082901 | 43588020 | | 5 | 688 |
| PNTS | SLOT | ISSD | 021270 | 082901 | 43587162 | | 22 | 683 |
| PNTS | SLOT | ISSD | 021287 | 082901 | 43584467 | | 12 | 661 |
| PNTS | SLOT | ISSD | 021287 | 082901 | 43583394 | | 7 | 649 |
| PNTS | SLOT | ISSD | 021287 | 082901 | 43583049 | | 27 | 642 |
| PNTS | SLOT | ISSD | 021291 | 082101 | 43105450 | | 3 | 615 |
| PNTS | SLOT | ISSD | 021291 | 082101 | 43104513 | | 6 | 612 |
| PNTS | SLOT | ISSD | 021292 | 073101 | 41886840 | | 1 | 606 |
| PNTS | SLOT | ISSD | 021292 | 072301 | 41363853 | | 1 | 605 |
| PNTS | SLOT | ISSD | 021291 | 072301 | 41362163 | | 1 | 604 |
| PNTS | SLOT | ISSD | 021289 | 070801 | 40462164 | | 1 | 603 |
| PNTS | SLOT | ISSD | 021289 | 063001 | 39954415 | | 7 | 602 |
| PNTS | SLOT | ISSD | 021291 | 061501 | 39054528 | | 1 | 595 |
| PNTS | SLOT | ISSD | 021282 | 060801 | 38629829 | | 12 | 594 |
| PNTS | SLOT | ISSD | 021280 | 060801 | 38629332 | | 6 | 582 |
| PNTS | SLOT | ISSD | 021284 | 052701 | 37971447 | | 6 | 576 |
| PNTS | SLOT | ISSD | 020052 | 052701 | 37968920 | | 6 | 570 |
| PNTS | SLOT | ISSD | 021268 | 052701 | 37967880 | | 8 | 564 |
| PNTS | SLOT | ISSD | 021282 | 052301 | 37724130 | | 6 | 556 |
| PNTS | SLOT | ISSD | 021279 | 050401 | 36724287 | | 1 | 550 |
| PNTS | SLOT | ISSD | 021292 | 042601 | 36305756 | | 3 | 549 |
| PNTS | SLOT | ISSD | 021292 | 042001 | 35907505 | | 1 | 546 |
| PNTS | SLOT | ISSD | 021291 | 040701 | 35253377 | | 15 | 545 |
| PNTS | SLOT | ISSD | 020053 | 040701 | 35221957 | | 21 | 530 |
| PNTS | SLOT | ISSD | 020052 | 040701 | 35221155 | | 9 | 509 |
| PNTS | SLOT | ISSD | 021269 | 022601 | 33045386 | | 18 | 500 |

Continues On Next Page

06/26/02 09:50 BEAU RIVAGE Page 2
KKCTRPNT Patron Transaction Report OLL

Patron#: [redacted] PORTEOUS, TOM

| Acct | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| PNTS | SLOT | ISSD | 021269 | 022601 | 33044230 | | 9 | 482 |
| PNTS | SLOT | ISSD | 021265 | 013101 | 31456098 | | 23 | 473 |
| PNTS | SLOT | ISSD | 021266 | 013101 | 31451876 | | 5 | 450 |
| PNTS | SLOT | ISSD | 020054 | 011701 | 30649098 | | 4 | 445 |
| PNTS | SLOT | ISSD | 021265 | 122300 | 29265008 | | 3 | 441 |
| PNTS | SLOT | ISSD | 021265 | 122300 | 29264826 | | 88 | 438 |
| PNTS | SLOT | ISSD | 020055 | 121600 | 28935988 | | 7 | 350 |
| PNTS | SLOT | ISSD | 020916 | 120900 | 28590881 | | 61 | 343 |
| PNTS | SLOT | ISSD | 021267 | 120900 | 28588695 | | 4 | 282 |
| PNTS | SLOT | ISSD | 021266 | 102900 | 26578110 | | 4 | 278 |
| PNTS | SLOT | ISSD | 021266 | 102900 | 26576813 | | 4 | 274 |
| PNTS | SLOT | ISSD | 020052 | 100100 | 25084413 | | 6 | 270 |
| PNTS | SLOT | ISSD | 021263 | 093000 | 25082253 | | 13 | 264 |
| PNTS | SLOT | ISSD | 021245 | 093000 | 25080117 | | 50 | 251 |
| PNTS | SLOT | ISSD | 021237 | 093000 | 25049870 | | 18 | 201 |
| PNTS | SLOT | ISSD | 021268 | 093000 | 25030992 | | 6 | 183 |
| PNTS | SLOT | ISSD | 021243 | 093000 | 25019858 | | 33 | 177 |
| PNTS | SLOT | ISSD | 021242 | 092900 | 25018813 | | 23 | 144 |
| PNTS | SLOT | ISSD | 021287 | 083100 | 23568891 | | 1 | 121 |
| PNTS | SLOT | ISSD | 021286 | 083100 | 23567778 | | 2 | 120 |
| PNTS | SLOT | ISSD | 021245 | 082000 | 23040279 | | 33 | 118 |
| PNTS | SLOT | ISSD | 021236 | 082000 | 23037869 | | 15 | 85 |
| PNTS | SLOT | ISSD | 021288 | 082000 | 23036639 | | 25 | 70 |
| PNTS | SLOT | ISSD | 021237 | 081300 | 22696609 | | 2 | 45 |
| PNTS | SLOT | ISSD | 021237 | 081300 | 22696403 | | 21 | 43 |
| PNTS | COMP | ISSD | CB08 | 081300 | 00430371 | | -1200 | 22 |
| PNTS | SLOT | ISSD | 021236 | 081300 | 22694418 | | 4 | 1222 |
| PNTS | SLOT | ISSD | 021236 | 081300 | 22694278 | | 88 | 1218 |
| PNTS | SLOT | ISSD | 021056 | 081300 | 22690509 | | 22 | 1130 |
| PNTS | SLOT | ISSD | 010256 | 081300 | 22689427 | | 28 | 1108 |
| PNTS | SLOT | ISSD | 021242 | 081300 | 22688314 | | 56 | 1080 |
| PNTS | SLOT | ISSD | 021242 | 081300 | 22683845 | | 12 | 1024 |
| PNTS | SLOT | ISSD | 021242 | 081300 | 22682898 | | 34 | 1012 |
| PNTS | SLOT | ISSD | 021242 | 081300 | 22681350 | | 20 | 978 |
| PNTS | SLOT | ISSD | 030121 | 072300 | 21725317 | | 9 | 958 |
| PNTS | SLOT | ISSD | 021284 | 072300 | 21723195 | | 26 | 949 |
| PNTS | SLOT | ISSD | 010438 | 072300 | 21720021 | | 3 | 923 |
| PNTS | SLOT | ISSD | 010438 | 072300 | 21719818 | | 4 | 920 |
| PNTS | SLOT | ISSD | 021287 | 071800 | 21506807 | | 48 | 916 |
| PNTS | SLOT | ISSD | 021287 | 071800 | 21505230 | | 12 | 868 |
| PNTS | SLOT | ISSD | 021288 | 071500 | 21285253 | | 21 | 856 |
| PNTS | SLOT | ISSD | 020938 | 071500 | 21284822 | | 9 | 835 |
| PNTS | SLOT | ISSD | 021244 | 071400 | 21279376 | | 33 | 826 |
| PNTS | SLOT | ISSD | 021250 | 071400 | 21277826 | | 58 | 793 |
| PNTS | SLOT | ISSD | 021240 | 071400 | 21274858 | | 5 | 735 |
| PNTS | SLOT | ISSD | 020916 | 062800 | 20465730 | | 9 | 730 |
| PNTS | SLOT | ISSD | 020917 | 062800 | 20465460 | | 2 | 721 |
| PNTS | SLOT | ISSD | 020933 | 062800 | 20464940 | | 3 | 719 |
| PNTS | SLOT | ISSD | 020935 | 062800 | 20464713 | | 5 | 716 |
| PNTS | SLOT | ISSD | 020011 | 041600 | 16651258 | | 5 | 711 |
| PNTS | SLOT | ISSD | 021242 | 041600 | 16650438 | | 5 | 706 |

Continues On Next Page

06/26/02 09:50 BEAU RIVAGE Page 3
KKCTRPNT Patron Transaction Report OLL

Patron#: [redacted] PORTEOUS, TOM

| Acct | Type | Stat | Loc. | Issued | Refer.#1 | Refer.#2 | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| PNTS | SLOT | ISSD | 021242 | 041600 | 16650298 | | 11 | 701 |
| PNTS | SLOT | ISSD | 021239 | 041600 | 16647456 | | 22 | 690 |
| PNTS | SLOT | ISSD | 030120 | 041500 | 16645046 | | 63 | 668 |
| PNTS | SLOT | ISSD | 020172 | 041500 | 16641256 | | 5 | 605 |
| PNTS | SLOT | ISSD | 020172 | 041500 | 16641015 | | 5 | 600 |
| PNTS | SLOT | ISSD | 021239 | 041400 | 16588618 | | 21 | 595 |
| PNTS | SLOT | ISSD | 021239 | 041400 | 16587762 | | 9 | 574 |
| PNTS | SLOT | ISSD | 021239 | 041400 | 16586102 | | 3 | 565 |
| PNTS | SLOT | ISSD | 021061 | 041400 | 16565478 | | 14 | 562 |
| PNTS | SLOT | ISSD | 040195 | 041300 | 16540133 | | 132 | 548 |
| PNTS | SLOT | ISSD | 021248 | 041300 | 16521300 | | 42 | 416 |
| PNTS | SLOT | ISSD | 020013 | 041300 | 16508546 | | 9 | 374 |
| PNTS | SLOT | ISSD | 020013 | 041300 | 16507419 | | 24 | 365 |
| PNTS | SLOT | ISSD | 021068 | 030800 | 14565664 | | 10 | 341 |
| PNTS | SLOT | ISSD | 021239 | 030800 | 14565218 | | 7 | 331 |
| PNTS | SLOT | ISSD | 020738 | 072099 | 04254586 | | 63 | 324 |
| PNTS | SLOT | ISSD | 020671 | 072099 | 04253060 | | 36 | 261 |
| PNTS | SLOT | ISSD | 020920 | 072099 | 04251918 | | 57 | 225 |
| PNTS | SLOT | ISSD | 020037 | 072099 | 04219724 | | 48 | 168 |
| PNTS | SLOT | ISSD | 020037 | 072099 | 04218978 | | 33 | 120 |
| PNTS | SLOT | ISSD | 020904 | 041799 | 01103120 | | 3 | 87 |
| PNTS | SLOT | ISSD | 020909 | 041799 | 01102803 | | 6 | 84 |
| PNTS | SLOT | ISSD | 010225 | 041799 | 01102654 | | 14 | 78 |
| PNTS | SLOT | ISSD | 010223 | 041799 | 01101928 | | 8 | 64 |
| PNTS | SLOT | ISSD | 020907 | 041799 | 01101471 | | 46 | 56 |
| PNTS | SLOT | ISSD | 020038 | 041699 | 01034332 | | 10 | 10 |

End of Report

Gabriel Thomas Rodriguez, Jr.
Net Gambling Winnings Possessed by Casino
March 28, 2000 – March 28, 2001

| Casino | Date | Winnings | Losses | Net Winnings Possessed by Casino |
|---|---|---|---|---|
| Beau Rivage | 4/13/2000 | 100.00 | | |
| Beau Rivage | 4/15/2000 | 400.00 | | |
| Beau Rivage | 7/14/2000 | 900.00 | | 1,400.00 |
| Treasure Chest | 4/6/2000 | 500.00 | | |
| Treasure Chest | 5/11/2000 | 300.00 | | |
| Treasure Chest | 5/27/2000 | 83.00 | | |
| Treasure Chest | 6/2/2000 | | (30.00) | |
| Treasure Chest | 6/6/2000 | 80.00 | | |
| Treasure Chest | 7/8/2000 | | (276.00) | |
| Treasure Chest | 7/27/2000 | | (3,900.00) | |
| Treasure Chest | 8/27/2000 | | (28.00) | |
| Treasure Chest | 10/20/2000 | | (90.00) | |
| Treasure Chest | 11/3/2000 | | (177.00) | |
| Treasure Chest | 11/6/2000 | | (2,900.00) | |
| Treasure Chest | 12/7/2000 | 765.00 | | |
| Treasure Chest | 2/10/2001 | 10.00 | | |
| Treasure Chest | 3/2/2001 | | (500.00) | |
| Treasure Chest | 3/10/2001 | | (60.00) | |
| Treasure Chest | 3/19/2001 | | (10.00) | (6,233.00) |
| Casino Magic | 9/15/2000 | | (2,530.00) | |
| Casino Magic | 10/13/2000 | 780.00 | | (1,750.00) |
| Grand Casino Biloxi | 4/16/2000 | 3.75 | | 3.75 |
| Caesar's Tahoe | 12/26/2000 | 1,350.00 | | 1,350.00 |
| Grand Gulfport | 4/28/2000 | | (44.05) | |
| Grand Gulfport | 4/29/2000 | 470.00 | | |
| Grand Gulfport | 6/27/2000 | 805.00 | | |
| Grand Gulfport | 6/28/2000 | 44.15 | | |
| Grand Gulfport | 7/18/2000 | 71.25 | | |
| Grand Gulfport | 8/19/2000 | | (200.00) | |
| Grand Gulfport | 8/20/2000 | | (118.75) | |
| Grand Gulfport | 2/16/2001 | | (39.50) | |
| Grand Gulfport | 2/26/2001 | | (20.00) | |
| Grand Gulfport | 2/27/2001 | | (1,972.05) | (1,003.95) |
| TOTAL: | | $ 6,662.15 | $ (12,895.35) | $ (6,233.20) |

10:23 1 DEWAYNE J. HORNER, DULY SWORN, TESTIFIED:
2 DIRECT EXAMINATION
3 BY MR. WOODS:
4 Q. Mr. Horner, state your name for the Committee, please.
10:23 5 A. DeWayne, D-E, capital W-A-Y-N-E; middle initial J; Horner,
6 H-O-R-N-E-R.
7 Q. Can you speak up, because this room doesn't have the best
8 sound quality?
9 How are you employed, sir?
10:24 10 A. I'm a special agent with the Federal Bureau of
11 Investigation.
12 Q. How long have you been so employed?
13 A. Approximately 13 years.
14 Q. All right. What's your educational background?
10:24 15 A. I attained a Bachelor's degree from the University of North
16 Dakota and a law degree from the University of North Dakota,
17 and I'm licensed to practice law in the State of North Dakota.
18 JUDGE LAKE: Can you speak up? I'm having trouble
19 hearing you.
10:24 20 THE WITNESS: Okay.
21 A. I'm licensed to practice law in the State of North Dakota.
22 CHIEF JUDGE JONES: Can you move the mic little
23 closer?
24 BY MR. WOODS:
10:24 25 Q. Tap it. See if it's on.

10:24 1 A. (Complies.)
2 Q. It's on.
3 Did you enter the FBI out of law school or did
4 you practice law before?
10:24 5 A. No. I practiced law in North Dakota for about four and a
6 half years before I entered on duty with the bureau.
7 Q. And how long have you been in New Orleans?
8 A. I've been in New Orleans all 13 years.
9 Q. Okay. Were you the case agent that was assigned to the
10:24 10 Department of Justice Public Integrity's investigation of
11 Judge Wayne Porteous [sic]?
12 A. Yes, I was.
13 Q. During the course of that investigation, were grand jury
14 subpoenas issues?
10:25 15 A. Yes, they were.
16 Q. And were records obtained?
17 A. Yes.
18 Q. Was a log kept of all the records that were obtained
19 through grand jury subpoenas?
10:25 20 A. Yes.
21 Q. And let me show you what has been marked for identification
22 purposes as Exhibit Number 78.
23 MR. WOODS: Your Honors, this is a grand jury subpoena
24 log.
10:25 25 BY MR. WOODS:

10:25 1 Q. Mr. Horner, how did you and the Department of Justice
2 coordinate the issuance of the subpoenas, the receipt of the
3 documents, and how each kept a separate copy?
4 A. Well, what would happen was the subpoena would be prepared
10:25 5 by the Department in Washington and then it would be sent down
6 to me in New Orleans and I would serve the subpoena on, you
7 know, whoever needed it, whoever needed the subpoena.
8 And then, when the records came in -- sometimes
9 the records would go straight to Washington and then they would
10:26 10 copy -- or they would send me the records and keep a copy. And
11 if the records came to me in New Orleans, what we would do here
12 is we would keep the records that were submitted, we would copy
13 them, and then send copies to the Department in Washington.
14 Some of the subpoenas were served by the
10:26 15 Department in Washington. So, I didn't serve every one of
16 them; but I served a lot of them.
17 Q. But you received a copy of the documents that were returned
18 on --
19 A. Right.
10:26 20 Q. -- by all the subpoenas, right?
21 A. Right. Yeah, we received copies of all documents returned
22 on all the subpoenas.
23 Q. And does the grand jury subpoena log indicate to whom the
24 subpoena was issued and the contact person or the custodian?
10:26 25 A. Right. It indicates who the subpoena was addressed to, the

10:26 1 contact person, the date it was served, whether or not records
2 were requested, and then the due date of the subpoena and the
3 date the records were received.
4 MR. WOODS: Your Honor, may it please the Court, we
10:26 5 would offer into evidence Exhibit Number 78, which is the grand
6 jury subpoena log.
7 We would then offer into evidence under Local
8 Rule 55, which we advised Porteous' counsel that we would
9 use -- we set out all of the documents we intended to use and
10:27 10 they came from these records of the subpoena, giving them an
11 authenticity basis. And we received no objection to the
12 records that were returned by grand jury subpoena. So, we
13 would offer the documents that are listed in this grand jury
14 subpoena log, which includes all of the bank and credit card
10:27 15 records that are in these underlying record boxes over next to
16 Judge Porteous, six of those.
17 And everything else that we provided to
18 Judge Porteous that were outside of those records, he has -- in
19 his custody he has grand jury testimony, he has 302's -- but
10:28 20 all of the documents that were used in the investigation, he's
21 been given. And he's been given the grand jury testimony and
22 the 302's, which is a memorandum of interview by the FBI. And
23 we would offer those into evidence.
24 And I understand Judge Porteous wants to object
10:28 25 to the grand jury testimony, under the rules. This -- as I

10:28 1 understand, this is an investigative committee that's charged
2 with gathering the evidence. The Department of Justice, as
3 part of their complaint, provided to us the grand jury
4 testimony pursuant to a Court order that allowed the grand jury
10:28 5 secrecy to be violated and provided to us. And we will have
6 the witnesses here to testify, and we would also ask that the
7 grand jury testimony of each witness be offered into -- be
8 admitted into evidence, also.
9 The judge will have full ability to question the
10:29 10 witnesses from the testimony. He's had the testimony for
11 several weeks. And, so, I believe that covers the documents
12 that we want to offer into evidence. And Judge Porteous
13 represented to me this morning that the only objection he had
14 was to the grand jury testimony.
10:29 15 JUDGE LAKE: Mr. Woods, I'm not clear exactly what
16 you're offering. I understand you're offering Exhibit 78,
17 which is the log.
18 MR. WOODS: Yes, sir.
19 JUDGE LAKE: What other exhibits by number are you now
10:29 20 offering?
21 MR. WOODS: Everything in the exhibit list that we
22 have provided the Court.
23 JUDGE LAKE: Well, would that be 1 through 77?
24 MR. WOODS: I believe it goes up into the 80's, your
10:29 25 Honor.

10:29 1 JUDGE BENAVIDES: 1 through 90 and -- 1 through 68 to
2 71 and then 78 and 90?
3 MR. FINDER: Through 90.
4 MR. WOODS: How many? 90?
10:29 5 We have 90 exhibits, your Honor.
6 JUDGE LAKE: Okay.
7 MR. WOODS: Now, some of those are -- for example, the
8 immunity order for various witnesses, those will be offered
9 through each witness to prove up. But we've provided those to
10:30 10 the judge; and, so, he had time to look, examine, and object to
11 those previously.
12 CHIEF JUDGE JONES: Were the casino records part of
13 those records before the grand jury?
14 MR. WOODS: Yes, your Honor. And those have been
10:30 15 provided to the judge, along with credit card records and bank
16 records.
17 CHIEF JUDGE JONES: All right, sir.
18 Any response, Mr. Porteous?
19 JUDGE PORTEOUS: Yes, your Honor. I do object to the
10:30 20 grand jury transcripts being entered. It's hearsay. The rules
21 of evidence pursuant to the documentation, how we are to
22 proceed, indicate that the Federal Rules of Evidence are
23 applicable. And I understand counsel's desire to get them in,
24 but I have -- I have -- it's 10F, as I recall, your Honor. I
10:30 25 could be incorrect. Rules of Evidence, that's it, 10F.

10:31 1 CHIEF JUDGE JONES: You know, you've got a pretty good
2 recall for a man who is incapable of assisting in his own
3 defense here.
4 JUDGE PORTEOUS: Well, your Honor, I'm forced to do
10:31 5 that. And I note with interest that that was not even an issue
6 I raised with you, but it's apparently sua sponte been
7 determined by you.
8 CHIEF JUDGE JONES: Just a sidebar comment.
9 JUDGE LAKE: We're going to admit all the exhibits.
10:31 10 We're going to admit the grand jury testimony for the limited
11 purposes of establishing the authenticity of those documents.
12 We'll determine whether they're admissible for other purposes
13 if and when Mr. Woods calls the persons who testified before
14 the grand jury. Because if they've testified, that would
10:31 15 potentially remove any hearsay objection.
16 MR. WOODS: Yes, your Honor.
17 JUDGE PORTEOUS: Your Honor, might -- are you finished
18 with this witness?
19 MR. WOODS: Yes, I am.
10:32 20 JUDGE PORTEOUS: Might I have just a few questions?
21 I've never talked to this witness.
22 CHIEF JUDGE JONES: Certainly.
23 JUDGE PORTEOUS: Is he being called any further or is
24 this it?
10:32 25 MR. WOODS: Yes, Judge Porteous, he will be called

10:32 1 concerning the casino records; but right now it's solely just
2 to get the grand jury subpoena log into evidence.
3 JUDGE PORTEOUS: Well, no, it's to get all the
4 evidence into evidence.
10:32 5 MR. WOODS: Well, right, pursuant -- under the grand
6 jury subpoena log, which are designating the records.
7 JUDGE PORTEOUS: Since he's going to be recalled --
8 I'm sorry, your last name, agent?
9 THE WITNESS: Horner, H-O-R-N-E-R.
10:32 10 **CROSS-EXAMINATION**
11 BY JUDGE PORTEOUS:
12 Q. Agent Horner, you participated, I guess, as the head agent
13 in this particular matter, or one of the head agents?
14 A. Yes, I was one of them.
10:32 15 Q. Did you ever issue a subpoena to me for any records?
16 A. No.
17 Q. Did you ever ask me for any records and I denied giving
18 them to you?
19 A. No.
10:32 20 Q. Did you ever make any recordings involving me or have wire
21 taps of me?
22 A. Say that again.
23 Q. Have -- did you have recorded conversations from me or
24 wiretaps from me?
10:33 25 A. Where you are -- are you asking me whether you were one of

10:33 1 the people that was being recorded or were you the subject of a
2 conversation on a wire?
3 Q. Was I, first, recorded? Forget who -- was my phone lines
4 recorded in any fashion?
10:33 5 A. Which phones are you asking me about?
6 Q. Oh, for -- agent, my office, my home, okay?
7 A. No, sir.
8 Q. My cells?
9 A. Those were never the subject of a wiretap as far as I know.
10:33 10 Q. And you have no favorable evidence of anything about me at
11 all. Is that right?
12 A. Okay. Say that -- repeat that.
13 Q. Well, have you ever heard of Brady? Do you have any Brady
14 material that I would be entitled to that's not been provided?
10:33 15 A. No, sir.
16 Q. And you've looked for it?
17 A. I haven't looked for it, but I'm assuming somebody has.
18 Q. Well, who would that --
19 JUDGE BENAVIDES: Let me ask a question of the
10:34 20 witness. I'm a little confused.
21 For the relevancy of -- relevancy of Brady
22 becomes material upon the return of indictment under -- and the
23 obligation to present to a defendant favorable evidence or
24 evidence that might help them in their defense.
10:34 25 There has not been a criminal indictment, and I

10:34 1 don't know -- I'm just wondering the relevance and materiality
2 of questioning related to Brady when there is no criminal
3 indictment.
4 JUDGE PORTEOUS: You know, I agree with that
10:34 5 proposition, your Honor. But the complaint itself makes
6 reference to violations of Title 18 offenses.
7 JUDGE LAKE: Regarding the rule on that, furthermore,
8 even if Brady were applicable, the government can satisfy its
9 Brady obligations by producing all of its documents, which it
10:34 10 has done here.
11 JUDGE PORTEOUS: Well, except that this agent doesn't
12 know if they've gone through it to find any Brady.
13 JUDGE LAKE: Pardon me?
14 JUDGE PORTEOUS: This agent cannot tell me he went
10:35 15 through it to find any Brady.
16 JUDGE LAKE: He's produced the universe of documents.
17 Any Brady documents would be subsumed within that universe.
18 That satisfies the Brady obligation, assuming one existed.
19 BY JUDGE PORTEOUS:
10:35 20 Q. So, all the evidence that are in these boxes is all the
21 evidence you have?
22 A. Well --
23 MR. WOODS: May I clarify one point?
24 These are the relevant documents relating to
10:35 25 Porteous, your Honor. It's my understanding the Department of

10:35 1 Justice had other documents under that grand jury subpoena log,
2 which weren't really relevant to this complaint.
3 JUDGE PORTEOUS: See, I have no way to know that
4 because I've never seen them.
10:35 5 CHIEF JUDGE JONES: As you know, Judge Porteous, the
6 grand jury investigation included a lot of people over a course
7 of years. So, we have no reason to question if the Justice
8 Department has produced those that are relevant to you.
9 JUDGE PORTEOUS: You mean people on call here for this
10:36 10 hearing?
11 CHIEF JUDGE JONES: There were people, I'm sure, who
12 are on call. There are people who pled guilty and served jail
13 time as a result of this investigation. So, I don't see why
14 those documents have anything to do with you or why they should
0:36 15 have been produced.
16 JUDGE PORTEOUS: Well, again, we're using -- I
17 understand. I'll -- okay, your Honor.
18 CHIEF JUDGE JONES: All right, sir.
19 MR. WOODS: We would call as our next witness Judge
0:36 20 Porteous.
21 JUDGE PORTEOUS: And, Judge, on that issue, I just on
22 Friday realized I was going to be given immunity and just
23 hadn't had time to adequately contemplate the testimony. I
24 mean, I've been working on everything else.
):36 25 I would simply ask that I be given through today

10:36 1 to at least get my thoughts together before I am compelled to
2 testify. Mr. Woods had that immunity notice; and I just saw it
3 today, just saw it for the first time today.
4 MR. WOODS: It was provided on Friday, your Honor.
10:36 5 JUDGE PORTEOUS: Yeah, on Friday. I understand. No.
6 The log was provided on Friday.
7 MR. WOODS: Right.
8 JUDGE PORTEOUS: The document was not provided on
9 Friday, and you know that.
10:37 10 MR. WOODS: That's correct.
11 CHIEF JUDGE JONES: All right, sir. We're not going
12 to go crosswise with each other. Thank you very much.
13 JUDGE PORTEOUS: I'm sorry, Judge.
14 CHIEF JUDGE JONES: Mr. Finder will to respond.
10:37 15 MR. FINDER: Yes, thank you, Judge. Under the rules
16 under which we're operating, Rule 10C, Special Committee
17 Witness.
18 CHIEF JUDGE JONES: You want to speak up there?
19 MR. FINDER: Yeah, I'm sorry. I'll use the podium.
10:37 20 Is this better?
21 CHIEF JUDGE JONES: Yes.
22 MR. FINDER: "All persons who are believed to have
23 substantial information will be called as Special Committee
24 witnesses, including the complainant and the subject judge."
10:37 25 So, I think that there is no surprise here. It's

09:01 1 Regions out and try -- it appears that he was going to try to
2 work something out with the bank outside the bankruptcy.
3 Q. But that was between Judge Porteous and his lawyer.
4 That's -- you were not included --
09:02 5 A. No.
6 Q. -- nor was your bank, were you?
7 A. No, we were not in those discussions.
8 MR. FINDER: I have nothing else.
9 JUDGE BENAVIDES: Judge Porteous?
09:02 10 JUDGE PORTEOUS: (Indicating).
11 CHIEF JUDGE JONES: All right.
12 JUDGE LAKE: You're excused. Thank you, sir. You may
13 go. Thank you.
14 THE WITNESS: That's it?
09:02 15 CHIEF JUDGE JONES: Yes, sir. Thank you.
16 MR. WOODS: Thank you, Mr. Butler.
17 MR. FINDER: Thank you.
18 MR. WOODS: The Committee would call Wayne Horner.
19 JUDGE LAKE: Agent Horner, you're reminded that you're
09:02 20 still under oath.
21 **DEWAYNE HORNER, DULY SWORN, TESTIFIED:**
22 **DIRECT EXAMINATION**
23 BY MR. WOODS:
24 Q. Mr. Horner, just to refresh the Committee's memory --
09:02 25 memory, you were the case agent on this case. Is that correct?

09:02 1 A. That's correct.
2 Q. And over the past year or two or even prior to that, have
3 you been working with the records from the casinos to determine
4 the amount of markers that the judge took out after his
09:03 5 bankruptcy in March of '01?
6 A. Yes, I have.
7 Q. And you've been working with your own copy and have made
8 notes on your own copy. Is that correct?
9 A. That's correct.
09:03 10 Q. And you were just provided this morning, I believe, with
11 the Bates stamped copy of the exhibits which we're going to ask
12 you to use with the Elmo to show the Court so that the Court
13 can follow in its notebooks of the exhibit numbers. So, feel
14 free to use your notes and coordinate with the Bates stamped
09:03 15 copy.
16 And if you would, describe for the Court first
17 how you obtained the records and what discussions you had with
18 the casinos to understand their records and get an explanation
19 of what they had provided you so that you could determine when
09:04 20 the markers were issued, when they were repaid, what wins and
21 what losses he had at each of the casinos.
22 A. Well, what we would do is we would issue a subpoena to the
23 casino. They would gather the records and then they would call
24 and we generally go out and pick the records up. And we would
09:04 25 bring them back to the office.

09:04 1 We would go through them. Because they're very
2 confusing records, then we would, you know, gather our
3 questions together and then we generally would go back to the
4 casino with the records. And with the person from the casino,
09:04 5 sit down with them and go through the records and have them
6 explain to us exactly what -- what everything meant.
7 Q. Based on that process, do you feel that you understand the
8 records and can explain the markers, when they were obtained,
9 and when they were repaid?
09:04 10 A. Yeah, I've got a general, pretty good sense of the records.
11 Now, there's certain nuances to each casino and -- and, you
12 know, they use certain formulas to derive other information
13 that's in these records, that really probably isn't pertinent
14 to our case. But, you know, I mean, I understand the marker
09:05 15 process and the records regarding the markers.
16 Q. Okay. And you went to each of these casinos and talked
17 with people to explain the records?
18 A. That's correct.
19 Q. Okay.
09:05 20 A. Except for we never went to Caesars Tahoe or Caesars Vegas.
21 We didn't go out there.
22 Q. Okay. But you reviewed those records and you can testify
23 from them about the charges that are on those records?
24 A. Yes, I can.
09:05 25 Q. Okay. Now, I'm going to reoffer through you Exhibits 48,

09:05 1 which is Caesars Palace records; 49, which is Grand Gulfport
2 records; 50, which is Caesars Lake Tahoe records; 51, which is
3 Beau Rivage records; 52, which is Harrah's records; 53, which
4 is Casino Magic records; and 54, Treasure Chest records; and
09:05 5 55, Isle of Capri Casino records; 56, Grand Biloxi records; and
6 57, Boomtown records.
7 Are those the casinos which you obtained records
8 and that you talked to, all except for the ones in Vegas and
9 Tahoe?
09:06 10 A. That's correct.
11 Q. Okay. Now, if you would, Mr. Horner, if you would start
12 with whatever record you want to start with so that you can
13 explain best to the Committee the -- let's start with the
14 markers that were obtained by Judge Porteous that's enumerated
09:06 15 in the complaint.
16 A. Okay. What I'll do is I'll go through the markers
17 obtained, first; and then we'll go through the gaming losses
18 for the purposes of the year prior to bankruptcy.
19 Q. Okay. Good.
09:06 20 And feel free to use your own personal copy,
21 which you made notes on; but if you would, tie it in with a
22 Bates number from each exhibit so that the record will be
23 accurate when the record is completed.
24 A. Okay.
09:06 25 Q. And feel free to stand at the Elmo and describe these in

09:07 1 whatever manner you feel is best appropriate so the Committee
2 and Judge Porteous will understand these.
3 A. Okay. The first -- the first item would be the $8,000 --
4 $8,000 in markers taken from August 20th to August 21st, 2001,
09:08 5 at the Treasure Chest Casino in Kenner, Louisiana. And you can
6 see that --
7 Q. Let me interrupt you just one minute.
8 A. Okay.
9 Q. When we speak of -- which casino? Treasure Chest?
09:08 10 A. Treasure Chest in Kenner.
11 Q. This is from Exhibit 54?
12 A. Right.
13 Q. And if you would, refer to the Bates stamps.
14 A. Bates Number 1439 --
09:08 15 Q. Thank you.
16 A. -- is the page, 1439.
17 So, you can see that right -- right there, you
18 can see on 8-20-01. You can see where it says "MRK"? That's
19 the symbol for "marker." And you can see it was taken on
09:09 20 8-20-01 in the amount of $1,000 and it was paid back on 8-20,
21 the same day.
22 And "CHP" means "chips." So, he gave the casino
23 a thousand dollars in chips when he paid it back. So, that was
24 the first marker taken.
09:09 25 And, then, if you go down the line --

09:09 1 Q. We're still at Treasure Chest?
2 A. We're still at Treasure Chest. This is Bates Number 1438,
3 the next page. You can just go right up the line.
4 8-20-01 he took another marker. 8-20-01 is
09:09 5 another marker, paid it back on the same date, with chips.
6 JUDGE BENAVIDES: Excuse me, counsel. I can't -- it's
7 so small I can't see it. So, if you'll give me a chance to
8 find the exhibit.
9 MR. WOODS: Yes.
09:10 10 THE WITNESS: It's --
11 MR. WOODS: Hold up a second so that they can go to
12 Exhibit 54, Treasure Chest Casino.
13 JUDGE LAKE: If you raise it or blow it up, we might
14 be able to see it.
09:10 15 Thank you.
16 BY MR. WOODS:
17 Q. And then, Agent Horner, if you would --
18 JUDGE BENAVIDES: That helps considerably.
19 BY MR. WOODS:
09:10 20 Q. And, then, if you would, refer to the Bates stamp so that
21 the Committee can look at their notebooks.
22 A. Right. This is 1438.
23 Q. At exhibit 54?
24 A. Does that help at all either?
09:10 25 So, you can see right under the ruler, 8-20-01 is

09:10 1 the marker. And "MRK" is the symbol for "marker." You can see
2 it's a thousand dollars, and the payment on 8-20-01.
3 And if you go right up the chain, this is
4 actually the third marker, taken 8-20-01, of another thousand
09:11 5 dollars; and it was paid back on 8-20, the same day, with
6 chips.
7 And the fourth marker on the date -- or this is
8 actually the next day, August 21st of 2001. There was a
9 thousand dollar marker taken; and that also was paid back on
09:11 10 the same date, the 21st, with chips.
11 And you move up to the -- I believe, the sixth
12 marker, same day, 8-20-01. And this was paid back in cash on
13 September 15th, '01.
14 MR. FINDER: 8-21?
09:12 15 THE WITNESS: 8-21 was when the marker was taken. It
16 was paid back September 15th.
17 A. Then, the next marker in the series, August 21st, 2001,
18 another thousand dollars, paid back in cash on September 9th of
19 2001.
09:12 20 And, then, the next marker, 8-21-01, another
21 thousand dollars, paid back with chips on August 21st.
22 And then the last marker in the series,
23 August 21st, '01, a thousand, paid back in cash on
24 September 9th of '01.
09:12 25 So, that's $8,000 in markers from August 20th

09:12 1 through the 21st, 2001. And on the trip, when Judge Porteous
2 left the casino on August 21st, he owed $3,000. Okay? So, he
3 had an outstanding balance, which he paid back September 9th
4 and September 15th.
09:13 5 So, we go to -- the next casino is Harrah's.
6 MR. WOODS: Harrah's is Exhibit 52.
7 A. The next gaming trip was September 28th, 2001, at Harrah's
8 Casino in New Orleans. And you can see --
9 BY MR. WOODS:
09:14 10 Q. If you would, refer to the Bates stamp on the page.
11 A. The Bates number is 1314.
12 MR. WOODS: Out of Exhibit Number 52.
13 A. And you can see right here he took a thousand dollars on
14 September 28th, '01, and then he paid it back with a check on
09:15 15 the same day, September 28th, '01.
16 And then he took another marker, a thousand
17 dollars, September 28th, '01. See the date right there? And
18 then he paid it back September 28th, '01, with a check, with --
19 a "CCK," that's a check redeemed.
09:15 20 So, he took $2,000 in markers and -- actually,
21 the check, he wrote -- or the check cleared the bank on
22 October 28th, '01. So, when he left September 28th, '01, he
23 owed Harrah's $2,000. And he paid them back on October 28th,
24 '01.
09:15 25 CHIEF JUDGE JONES: Now, where do you get that date?

09:15 1 THE WITNESS: Way over on the right here, where it
2 says --
3 CHIEF JUDGE JONES: Oh, I see.
4 THE WITNESS: -- "Deposit Cleared." 10-28-01 is the
09:16 5 day the check cleared.
6 CHIEF JUDGE JONES: Mr. Horner --
7 THE WITNESS: Yes.
8 CHIEF JUDGE JONES: -- would that -- if it says -- as
9 I read this, it says that it -- it appears to say that the
09:16 10 check was given out to -- for these markers on September 28,
11 the same as the date of the markers. And, so, I'm wondering
12 why there would have been a gap, whether that would have been
13 due to anything that Judge Porteous did or whether it would be,
14 you know, some reason that the casino was slow in depositing
09:17 15 the check or --
16 THE WITNESS: I think that that -- you're looking
17 under the column "Transaction"?
18 CHIEF JUDGE JONES: Yes.
19 THE WITNESS: I think that's the date the marker was
09:17 20 given, was September --
21 CHIEF JUDGE JONES: Yes. But the same date is there
22 under the check, too, right?
23 THE WITNESS: Right. Okay. So --
24 CHIEF JUDGE JONES: So, in other words, you have it --
09:17 25 you have the time here also. So, you have the first one at --

09:17 1 THE WITNESS: At 23:25, which is --
2 CHIEF JUDGE JONES: Twenty --
3 THE WITNESS: -- about 11:25.
4 CHIEF JUDGE JONES: Well, really the first one is
09:17 5 22:34.
6 THE WITNESS: Right. The first marker was at 22:34.
7 Well, the casino has the records as the --
8 that -- it says deposit or clear 10-28-01.
9 CHIEF JUDGE JONES: Right.
09:18 10 THE WITNESS: So, you know, checks -- checks don't
11 take a month to clear.
12 CHIEF JUDGE JONES: No.
13 THE WITNESS: So, they must have held on to the check.
14 CHIEF JUDGE JONES: Right.
09:18 15 THE WITNESS: Or he came in later and gave them the
16 check, because --
17 CHIEF JUDGE JONES: So --
18 THE WITNESS: -- because they didn't get paid till
19 October 28th is what they're saying.
09:18 20 CHIEF JUDGE JONES: Right. I mean, that's what their
21 records say but they --
22 THE WITNESS: Right.
23 CHIEF JUDGE JONES: I mean, is that their doing or his
24 request or --
09:18 25 THE WITNESS: You know, I don't know, because he had

09:18 1 credit at Harrah's. So, I -- he had -- he had $2,000 credit at
2 Harrah's that -- he could -- he could leave owing $2,000.
3 So --
4 A. And the next one was -- it's Treasure Chest, which is
09:19 5 Exhibit --
6 BY MR. WOODS:
7 Q. Fifty-four.
8 A. -- 54 and it's Bates Number 1437. And it's a thousand
9 dollar marker taken -- taken on October 13th, 2001. If you
09:19 10 look --
11 JUDGE BENAVIDES: It takes us a little while to
12 locate. Did you say 1437?
13 THE WITNESS: Right, 1437.
14 MR. WOODS: Out of Exhibit 54.
09:19 15 JUDGE BENAVIDES: I've got it.
16 A. So, if you look, he took two $500 markers on that day,
17 which equal a thousand. And they were both paid back on the
18 same date, with chips.
19 BY MR. WOODS:
09:20 20 Q. Were there entries at the top of that page, Mr. Horner?
21 A. Right. And then we'll go to October --
22 Q. Oh, I see. You're going through the complaint by date?
23 A. Right.
24 Q. And you'll come back to that?
09:20 25 A. Right.

09:20 1 Q. Okay. That's fine.
2 A. Then we go to the next day or -- the next gaming trip is
3 October 17th and 18th, 2001, again at the Treasure Chest. And
4 this is the same Bates Number 1437 and the same exhibit.
09:20 5 So, if you look at October 17th, you can see
6 there's a thousand dollar marker; and that one was paid back
7 with a check on November 9th. See, the next marker, October
8 17th, of a thousand; and that was paid back in a series of
9 transactions, $200 in cash and an $800 check.
09:21 10 JUDGE BENAVIDES: You said October 9th. That looks
11 like November the 9th --
12 THE WITNESS: Excuse me. November the 9th.
13 JUDGE BENAVIDES: -- the payback.
14 A. Then, the next marker, October 17th, '01, paid back with
09:21 15 chips on October 17th.
16 Next marker, October 17th, '01, in the amount of
17 $500, paid back with chips on the same day, of 500.
18 JUDGE LAKE: So, how much did he leave the casino
19 owing?
09:21 20 THE WITNESS: On that trip, he left owing $4,400.
21 JUDGE LAKE: Thank you.
22 A. Another $500 marker.
23 BY MR. WOODS:
24 Q. You're still on October 17th?
09:22 25 A. Right.

09:22 1 Q. That's how you're coming up with that $4,000 figure?
2 A. Right. And it's Bates 1436 this time.
3 Another $500 marker, paid back on November 9th
4 with cash.
09:22 5 Another thousand dollar marker, paid back with
6 cash on November 9th of '01.
7 CHIEF JUDGE JONES: And you're talking still from the
8 October 17 --
9 THE WITNESS: Right.
09:22 10 CHIEF JUDGE JONES: Right. I see that.
11 THE WITNESS: Still the October 17th. It's actually
12 the October 17th and 18th trip.
13 CHIEF JUDGE JONES: Right.
14 A. Then we move up. Again, October 17th, '01, a $500 marker
09:22 15 taken, paid back in cash on November 9th.
16 And, then, the last marker in the series,
17 October 18th of '01, amount of $400, paid back in cash on
18 November 9th, of $400.
19 So, he left owing $4400, which he paid back with
09:23 20 a series of cash and checks.
21 CHIEF JUDGE JONES: Did your review of casino records
22 indicate that these markers were paid with other gambling
23 winnings?
24 THE WITNESS: Well --
09:23 25 CHIEF JUDGE JONES: Could you draw a conclusion about

09:23 1 that fact?
2 THE WITNESS: No, we couldn't. It was too hard to
3 track the cash back and forth like that.
4 BY MR. WOODS:
09:23 5 Q. But to follow up on Judge Jones' question, there are
6 records indicating the amount of wins and amount of losses at
7 the casinos?
8 A. Right. Right.
9 And with all the machinations of the cash,
09:23 10 because he was pulling cash from the cash machine, he was
11 gambling, and we just couldn't -- it was too hard to tell, you
12 know, what cash he had in his pocket when -- when he went to
13 the casino.
14 CHIEF JUDGE JONES: Now, when you say "cash machine,"
09:24 15 do you mean an ATM?
16 THE WITNESS: ATM transaction. A lot of times what he
17 would do is stop at the ATM close to the casino and he'd draw
18 out some cash or --
19 CHIEF JUDGE JONES: Well, you either have to have a
09:24 20 bank card or a credit card. So, was that the Fleet Credit Card
21 or what?
22 THE WITNESS: No. It was the Bank One account. He
23 would draw money out of the Bank One account.
24 MR. WOODS: And we're going to have charts, your
09:24 25 Honors, showing the amount of money spent on gambling, charges

09:24 1 from credit cards and bank accounts. Mr. Fink will testify to
2 that.
3 A. Okay. This is the next trip, October 31st, 2001, to the
4 Beau Rivage Casino. And that's exhibit --
5 BY MR. WOODS:
6 Q. Fifty-one?
7 A. And it's going to be Bates Number 1198.
8 And you can see it starts October 31. He drew
9 from the pit 500; and then he draws again from the pit another
09:25 10 500, same day, October 31st, 2001; and he draws again at the
11 pit for another 500, October 31, 2001. He draws again from the
12 pit another 500, October 31, 2001. He draws another 500,
13 October 31, 2001; another 500 on November 1, 2001, which is
14 when he paid back the markers, 2500 in chips at the cage.
09:26 15 And you can see the day that he paid the markers
16 back, the 2500, he also drew another marker, 500 -- or he paid
17 that marker of 500, because he actually -- he actually owed
18 3,000.
19 In the complaint it says 2500 because the
09:26 20 complaint only covers October 31st. But this -- really this
21 trip was October 31st and November 1. So, October 31st, he --
22 he drew 2500 and November 1, he drew another 500 for a total of
23 3,000; and then he pays back the 3,000 total in chips, 2500 and
24 then another 500.
09:26 25 JUDGE LAKE: So, when he left on November 1, he didn't

09:26 1 owe anything?
2 THE WITNESS: When he left November 1, he didn't owe
3 anything.
4 JUDGE LAKE: All right.
09:27 5 THE WITNESS: I mean, when he left October 31st, he
6 owed 2500.
7 JUDGE LAKE: If you treat it as a two-day episode, he
8 borrowed 3,000 and paid it back?
9 THE WITNESS: Right.
09:27 10 JUDGE LAKE: All right.
11 THE WITNESS: But overnight he owed 2500.
12 JUDGE LAKE: Okay.
13 THE WITNESS: Because that's the way it is in the
14 complaint.
09:27 15 CHIEF JUDGE JONES: Mr. Horner, I haven't been in a
16 casino in many years; and I'm wondering how does this vary from
17 the ordinary person going in and gambling on an overnight stay?
18 THE WITNESS: As far as amounts or --
19 CHIEF JUDGE JONES: Well, ending up owing 2500 one
09:27 20 night and repaying it the next day. Could John Q citizen walk
21 into -- you said this was the Treasure Chest --
22 THE WITNESS: If you had --
23 CHIEF JUDGE JONES: -- or the Beau Rivage?
24 THE WITNESS: If you had established credit with the
09:27 25 Treasure Chest, you could do that.

09:27 1 CHIEF JUDGE JONES: So, it has -- so, it represents an
2 extension of credit?
3 THE WITNESS: Absolutely.
4 CHIEF JUDGE JONES: Because, otherwise, if you owe
09:28 5 them money at the end of the day, they're going to insist on
6 you paying it back --
7 THE WITNESS: Right.
8 CHIEF JUDGE JONES: -- that day?
9 THE WITNESS: You have to establish some kind of
09:28 10 credit line with the casino before they would let you do this.
11 CHIEF JUDGE JONES: Okay.
12 BY MR. WOODS:
13 Q. Well, to be fair, perhaps this is just from a late night of
14 the 31st into the early morning of the 1st?
09:28 15 A. Right, it could be that, too. He could have -- could have
16 been there past midnight.
17 JUDGE BENAVIDES: Because this casino doesn't have
18 times on it?
19 THE WITNESS: Right.
09:28 20 JUDGE BENAVIDES: Was there a withdrawal of money from
21 an ATM close in time to --
22 THE WITNESS: You know, I don't -- I can't answer that
23 right off the top of my head.
24 JUDGE BENAVIDES: Okay.
09:28 25 THE WITNESS: But we do have all the dates in -- I

09:28 1 think we have --

2 Jerry, do we have his ATM schedule?

3 MR. FINK: Yes.

4 THE WITNESS: We could look on the ATM schedule to see

09:28 5 when -- if he pulled money out on this date, from the ATM.

6 A. Okay. The next -- the next trip was again to the Treasure

7 Chest, November 27th, 2001. It was a $2,000 trip.

8 And this is Bates 1436.

9 BY MR. WOODS:

09:29 10 Q. Still in Exhibit 54.

11 JUDGE BENAVIDES: Back two exhibits, I think.

12 CHIEF JUDGE JONES: No.

13 A. Actually, the marker, it appears on Page 1435. You can see

14 the marker there, a thousand dollars, November 27th, 2001.

09:29 15 And, then, he pays it back the same day, November 27th, 2001,

16 in chips. And, then, there's the second marker of a thousand

17 dollars, November 27th, 2001; and the payment is on Page 1436.

18 You can see where he pays in chips, a thousand dollars.

19 Now, this is something in the records that -- it

09:30 20 also lists this check here, 589. Now, that check was used to

21 pay off some other markers in the amount of $1800. So, I don't

22 know why it appears there; but that check has already been used

23 up. And he didn't owe more than 2,000 at the time.

24 So, he borrowed 2,000 on November 27th of '01,

09:30 25 and paid it back in chips. So, he didn't owe them anything

09:30 1 when he left on that day. But the records indicate that there
2 was a check used to pay it and -- and that check was used to
3 pay off some previous markers we've already discussed.
4 BY MR. WOODS:
09:30 5 Q. That's the November 9th date --
6 A. Right.
7 Q. -- that was referenced earlier when he was paying off the
8 prior markers?
9 A. Right.
09:30 10 Then we go to Treasure Chest again.
11 Q. December 11th.
12 A. December 11th. It's a 2,000 -- $2,000 trip. You can see
13 right there. That's the marker of a thousand dollars,
14 December 11th, 2001. It's paid back in chips on the same day.
09:31 15 There's the second marker of a thousand,
16 December 11th, 2001. That's paid back in chips on the same
17 date, December 11th, 2001. So, he was even when he left on
18 the -- on December 11th, 2001.
19 And then we go to Harrah's.
09:31 20 Q. Which is Exhibit 52.
21 A. This was a -- that was a thousand dollar trip.
22 MR. FINDER: What page number?
23 THE WITNESS: It's Page 1314.
24 A. You can see there's the thousand dollars in chips taken at
09:32 25 Harrah's on December 20th, '01; and then you can see where he

09:32 1 paid it back the same day, with a check.
2 CHIEF JUDGE JONES: But it cleared on January 19 of
3 '02.
4 THE WITNESS: Cleared 1-19-02.
09:32 5 CHIEF JUDGE JONES: Do you think -- do you have any
6 evidence that the deal here was that they would hold the check
7 and you could come back and you could try to win and then they
8 would tear up the check?
9 THE WITNESS: You know, I don't -- I don't know,
09:33 10 because he had credit at --
11 JUDGE BENAVIDES: If he had a line of credit that
12 exceeded the debt, then they wouldn't -- they wouldn't
13 necessarily be insistent that he pay right way. Would that be
14 correct?
09:33 15 THE WITNESS: That would be correct.
16 You know, I -- you know, I really don't know why
17 there's the delay between -- I don't know the answer to that
18 question, if it's just a recordkeeping thing or if they
19 actually held on to the check.
09:33 20 A. And, then, we go to February 12th, Grand Casino in
21 Gulfport.
22 BY MR. WOODS:
23 Q. It's Exhibit 49.
24 A. And this is Bates Number 1131.
09:34 25 You can see February 12th of 2002. You can see

09:34 1 the credit marker issued February 12th, 2002, in the amount of
2 $1,000. You can see where it was paid back the same -- same
3 day, February 12th, 2002. So, he left owing zero on that -- on
4 that trip.
09:35 5 Then, if we go to the last one, it's the Grand
6 Casino Gulfport trip, July 4th and 5th, 2002. It's the same
7 Bates number, 1131.
8 If you go up to July 4th, 2002, you can see a
9 marker issued for a thousand dollars and then another marker
09:35 10 issued for a thousand dollars on the same day and then another
11 marker issued for a thousand -- or for 500 on the same day.
12 And then you can see where it's been redeemed.
13 $2,000 -- I mean, $500 has been paid back on July 5th, 2002.
14 Then you see where a thousand dollars has been paid back on
09:36 15 July 5th of 2002.
16 And then he took another marker on July 5th,
17 2002, of 300. And then he paid back a thousand on August 2nd
18 and then he paid back another 300 on August 2nd.
19 So, on that trip, he left owing $1300. And you
09:37 20 can see there's the --
21 JUDGE BENAVIDES: Well, you still have another --
22 another $1300 there on the same date, August the 2nd. That's
23 not a payback? It doesn't show minus. Or is that just the
24 balance? Above the -- above the minus 300 payment, you've got
09:37 25 that --

09:37 1 THE WITNESS: That's a balance figure.
2 JUDGE BENAVIDES: Okay. That's a balance.
3 THE WITNESS: Yeah. That's a balance. He owed 1300
4 when he left that day.
09:37 5 JUDGE BENAVIDES: So, he wasn't even at that point?
6 THE WITNESS: Which he -- which he paid back with a
7 personal check on August 11th.
8 JUDGE BENAVIDES: All right.
9 THE WITNESS: If you go way to the top of the page,
09:37 10 you can see there where the check is written. And it goes
11 over -- "PCHK," that's "personal check." That was the last
12 marker.
13 BY MR. WOODS:
14 Q. Okay. What you've done here is gone through the complaint
09:38 15 that lists all the markers that were taken out and shown the
16 date they were taken out and when they were paid back?
17 A. That's correct.
18 Q. And do you have a total that you figured up about how much
19 money he left various dates with owing?
09:38 20 A. It comes -- it comes to about $14,000.
21 Q. Okay. And the complaint alleges that he took out markers
22 of $31,000?
23 A. Right.
24 Q. So, out of those 31,000, he ended up owing 14,000 over a
09:38 25 period of time?

09:38 1 A. Right. When he -- he left the casino, he left balances
2 owing which, aggregated together, equal about $14,000.
3 Q. Okay. Now, I believe in the complaint the Department of
4 Justice alleges the amount of his gambling wins and losses for
09:39 5 the year prior to filing bankruptcy, March 28th, '00, to
6 March 28, '01?
7 A. That's correct.
8 Q. And did you go through each of the casino records and, like
9 you did before, analyze the records and talk to the casino
09:39 10 personnel to understand them?
11 A. Yes, we did.
12 Q. Okay. And would you do the same thing with the Bates
13 stamped numbers, with the Elmo, that you've previously done on
14 your personal copies?
09:39 15 JUDGE LAKE: Where in the charge are you now?
16 MR. WOODS: Your Honor, in the -- I'm not sure it's in
17 the charge. It's in the complaint wherein the Department of
18 Justice alleges that the year prior to the filing of the
19 bankruptcy he had a certain amount of gambling losses; and that
09:39 20 references the bankruptcy filing where you're obligated to put
21 losses, including gambling losses, prior to filing the
22 bankruptcy.
23 THE WITNESS: It's Page 14, Paragraph 24, in the
24 complaint.
09:40 25 JUDGE LAKE: Thank you.

09:40 1 JUDGE BENAVIDES: So, is the --
2 JUDGE LAKE: You're going to show us how you got the
3 12,700?
4 THE WITNESS: Right.
09:40 5 A. And this is Bates Number 621 and --
6 BY MR. WOODS:
7 Q. Out of what exhibit number?
8 A. Out of Exhibit 30.
9 Q. Exhibit 30.
09:40 10 A. And this is kind of a summary chart that we came up with.
11 And I don't know how to -- I guess --
12 MR. FINDER: Here, let me. Can you see or shall we
13 make it bigger?
14 JUDGE BENAVIDES: A little bigger, please. That
09:41 15 helps.
16 JUDGE LAKE: Is this a summary of the various casino
17 records --
18 THE WITNESS: Right, this is a summary of the casino
19 records. And I'll go through each one, but you can see at the
09:41 20 Treasure Chest, the dates, whether he won or lost; Casino
21 Magic; Bay St. Louis; Grand Gulfport; Beau Rivage; Grand Casino
22 Biloxi.
23 And, then, when you take his net loss -- or his
24 gross gaming losses are $12,895.35. That's the figure that we
09:41 25 came up with.

09:41 1 BY MR. WOODS:
2 Q. And that's in what column, wins or losses?
3 A. That's the loss column.
4 Q. Okay. And what's the amount --
09:41 5 A. He had winnings of $5,312.15.
6 Q. Now, if you would, Agent Horner, if you would, just use an
7 example of one of the casinos and how they keep records of wins
8 and losses.
9 I don't think we need to go through each of the
09:42 10 casinos to trace your calculation; but I would like for the
11 Committee to understand what records are kept at the casinos to
12 show wins and losses.
13 A. Okay. These are going to be some daily win/loss documents
14 from the casino. So, this is out of the Treasure Chest, which
09:42 15 is --
16 BY MR. WOODS:
17 Q. 54.
18 A. -- 54. And it's going to be Bates Number 1410.
19 So, you can see that -- I'll just go through the
09:43 20 Treasure Chest because that's where he had the most gaming
21 activity.
22 JUDGE LAKE: That page that's on the screen now, I
23 don't see that in my book. Is that a new exhibit?
24 MR. WOODS: No, your Honor. That's a -- I believe
09:43 25 that's Exhibit 30. It is Exhibit 30 and --

09:43 1 JUDGE LAKE: Okay. It's the first page of Exhibit 30.
2 There's a last page of Exhibit 30.
3 MR. WOODS: Yes, sir.
4 JUDGE LAKE: It shows wins and net losses?
09:43 5 MR. WOODS: Yes.
6 JUDGE LAKE: Okay.
7 A. Okay. So, for example, on April 6th of '00, which is
8 included in the 3-28-00, 3-28-01 question, that's the question
9 that was asked on the bankruptcy form, regarding losses. You
09:43 10 can see that on April 6th of '00, just a few days after he
11 filed the schedule -- or actually filed the voluntary petition,
12 but three days before he actually files the schedule.
13 CHIEF JUDGE JONES: No. That was '01.
14 THE WITNESS: I mean '01.
09:43 15 CHIEF JUDGE JONES: You need to go down to '01.
16 A. You see he's got $500 in winnings there. And you can
17 see -- on this trip, you can see where it shows --
18 BY MR. WOODS:
19 Q. Give us a Bates stamp number.
09:44 20 A. That's Bates 1410.
21 Q. Out of Treasure Chest?
22 A. Treasure Chest.
23 Q. Okay.
24 A. You can see on April 6th of '00, it shows a $500 win.
09:44 25 JUDGE BENAVIDES: Was that April 11th or April -- you

09:44 1 said April 6th. Oh, I see what you're saying.
2 THE WITNESS: See?
3 JUDGE BENAVIDES: Oh, all right.
4 A. On April 6th, he won $500 that -- on that day.
09:44 5 BY MR. WOODS:
6 Q. What did you understand from talking with the personnel at
7 the casinos; how do they keep the amount of wins and losses?
8 A. Well, it's -- it's all rated play. So, in order to be
9 rated, the casino has to know -- first of all, they have to
09:45 10 know who you are; and you have to have an account with them.
11 And when you come in, if you're not known to the
12 casino, if you're not somebody that they know, you have to tell
13 them that you want to be rated; and then you would give them
14 your account number.
09:45 15 And while you are playing, the pit boss is going
16 to be watching how much you're betting and how much you're
17 winning and how much you're losing. And, then, they keep those
18 records at the pit; and then those are translated to here.
19 Q. So, at the end of the day, if after playing at -- is this
09:45 20 blackjack?
21 A. This would be -- it's a pit game; so, that would be a card
22 game of some kind.
23 Q. Okay. So, at the end of the day, the pit boss has the
24 figures that he has kept --
09:45 25 A. Right.

09:45 1 Q. -- on the person who is asking to be rated?
2 A. Right.
3 Q. What's the purpose of being rated?
4 A. That's how they determine the value of your comps.
09:46 5 Q. So, you get comped with free rooms and free meals --
6 A. Right.
7 Q. -- based on your amount of gambling?
8 A. And also for tax purposes, too.
9 JUDGE BENAVIDES: Let me ask you a question. Does the
09:46 10 pit boss supervise more than one gaming table or one unit --
11 THE WITNESS: Uh-huh.
12 JUDGE BENAVIDES: -- of gaming, whatever it might be?
13 Is that correct?
14 THE WITNESS: Yeah.
09:46 15 JUDGE BENAVIDES: And I would assume, in a casino,
16 that there would be a number of rated people that they know at
17 any one time at different tables --
18 THE WITNESS: Well --
19 JUDGE BENAVIDES: -- all under the supervision of one
09:46 20 pit boss.
21 THE WITNESS: Well, not necessarily just one. There's
22 going to be other people in there that --
23 JUDGE BENAVIDES: I was going to say, how do you keep
24 track of --
09:46 25 THE WITNESS: Yeah -- no.

09:46 1 JUDGE BENAVIDES: -- everyone and ultimately know,
2 like, how much -- how many chips he's put in his pocket and --
3 how could you get -- in the absence of just being vigilant and
4 watching this person all the way through, how -- is that a
09:47 5 guess or do they -- is that --
6 THE WITNESS: No. You know, and we didn't ask them
7 actually how -- you know, how they actually do the rating, like
8 how many people they had in the pit, who is watching and stuff.
9 We never got into that.
09:47 10 But, you know, they represented to us that the
11 records are accurate because, you know, first of all, they have
12 to determine wins and losses for tax purposes for these people;
13 and, then, second of all, they're basing their comps on these
14 numbers. So, if -- you know, they want -- they want the
09:47 15 numbers to be as accurate as possible.
16 MR. WOODS: And there aren't that many people
17 asking -- being rated at a table. There are a lot of tourists
18 coming in.
19 THE WITNESS: Right.
09:47 20 JUDGE BENAVIDES: Well, what do they -- do they comp
21 you more if you lose a lot?
22 THE WITNESS: Yeah. Or if -- if you play a lot, they
23 comp you. I mean, they keep track not only how much you win or
24 lose but how much you are playing.
09:48 25 JUDGE BENAVIDES: Okay. So, you could be comped just

09:48 1 as much if you're a big player that wins as if you're a big
2 loser that generates income for them?
3 THE WITNESS: Because they want you coming back
4 because, the more time you spend in there gambling, the odds
09:48 5 are you're going to lose. I mean, that's how they make money.
6 So, even if you win, they're going to try to
7 bring you back with something, to get you back in to keep
8 playing.
9 BY MR. WOODS:
09:48 10 Q. Are you through with that?
11 A. Yeah. I mean, I can go through each one or --
12 Q. I think -- for brevity, I think we understand. You've gone
13 through each of the casino records and, relying on those
14 records, you've come up with the win/loss figures for the year
09:48 15 prior to the bankruptcy. Is that correct?
16 A. Right.
17 MR. WOODS: Okay. Does the Committee have any
18 questions about going further with these casino records?
19 JUDGE LAKE: I have one question.
09:48 20 MR. WOODS: Yes, your Honor.
21 JUDGE LAKE: The last page of Exhibit 30 does not have
22 a Bates number on it. It appears to be a summary exhibit for
23 that.
24 MR. WOODS: Is there a first page also in your
09:49 25 exhibit, your Honor, that shows these losses? What we've done

09:49 1 is --

2 JUDGE LAKE: The first page is what's on the screen,

3 gaming losses, 3-28.

4 MR. WOODS: Yes, and --

09:49 5 JUDGE LAKE: And the last page -- I'll just give it to

6 you. Put it on the Elmo.

7 MR. WOODS: It's a -- it's a recalculation, your

8 Honor. We missed one loss.

9 THE WITNESS: This is -- this is just a different

09:49 10 schedule with the same information on it, basically.

11 JUDGE LAKE: Okay. Well, for purposes of the record,

12 I'm going to call this Exhibit 30, Bates Number 641A.

13 MR. WOODS: Yes, your Honor.

14 Now, would the Committee want further examples of

09:49 15 the gambling losses and wins at each of the casinos?

16 JUDGE LAKE: No. I think we're satisfied.

17 MR. WOODS: Thank you.

18 Thank you, Agent Horner.

19 JUDGE LAKE: Judge Porteous?

09:49 20 JUDGE PORTEOUS: I'm going to let the Committee ask

21 questions --

22 THE REPORTER: I can't hear you.

23 CHIEF JUDGE JONES: Can't hear you, sir.

24 JUDGE PORTEOUS: I said the Committee specifically

09:50 25 asked questions before me; so, I don't want to jump in front.

09:50 1 JUDGE LAKE: No. We're through.
2 CHIEF JUDGE JONES: Go ahead.
3 JUDGE LAKE: Do you have any questions?
4 JUDGE PORTEOUS: Oh, okay.
08:55 5 **CROSS-EXAMINATION**
6 BY JUDGE PORTEOUS:
7 Q. Just on the last issue, Agent, if you're not being rated,
8 there's no way for the casino to track wins or losses. Is that
9 right?
09:50 10 A. That's correct.
11 Q. So, if a player went in and just didn't want to be rated,
12 just didn't want to be bothered, he could play all day long and
13 you wouldn't have any information?
14 A. That's correct.
09:50 15 Q. And with respect to Harrah's -- I mean, excuse me --
16 Caesars in Vegas. Okay?
17 A. Okay.
18 Q. There's some allegation about 5,000, right?
19 A. That's correct.
09:50 20 Q. You didn't go to Vegas to check that out?
21 A. Well, we subpoenaed the records; but, no, we never went to
22 Vegas.
23 Q. And you never talked to them?
24 A. No, I don't think we ever did.
09:50 25 Q. And you don't know if I went to the -- to the cage and won

09:50 1 a bunch of money the first time?
2 A. Well, I mean, if you -- you were -- you had credit at
3 Caesars; so, if you would have drawn on your credit at the
4 cage, that would have been reflected in the records.
09:51 5 Q. It would reflect that I drew and paid it?
6 A. Right.
7 Q. But it wouldn't reflect any winnings. They don't keep
8 track that way, do they?
9 If a player is playing at a table, pays off his
09:51 10 marker and still has made a bunch of money, they don't keep
11 track of that, do they?
12 They don't issue a 1099, and it does not appear
13 on the financial statements of casinos. Isn't that right?
14 A. Well, are you saying that if you're playing and they're
09:51 15 rating you?
16 Q. That's correct.
17 A. And if you -- if you walk away from the table with --
18 Q. Ten thousand. Pick a number.
19 A. -- $10,000? Why wouldn't the casino know that?
09:51 20 Q. I'm asking you did you ask them -- no. They know it. I
21 went to the cage and cashed it.
22 A. No. They would rate that.
23 Q. They told you they did that. Is that what you're telling
24 me? Casino -- Caesars Palace told you that?
09:51 25 A. No, I'm not saying that, because I never asked them that

09:52 1 question.
2 Q. The reason they don't is because they have actually no idea
3 how much you started with. If I went to Table A and played my
4 own money and B and played my own money --
09:52 5 A. That's not correct because they keep track of buy in
6 figures.
7 Q. If I'm buying in.
8 A. If you're buying in, they'll keep track of it.
9 Q. And I walk away -- you're -- you are telling me that they
09:52 10 actually issue 1099's and keep track of every dollar that goes
11 through there?
12 A. No, they don't do that.
13 Q. Okay. So, the possibility does exist that that happens.
14 And if you're not being rated, it happens all the time?
09:52 15 A. That's correct.
16 But I think it's incumbent upon the gambler to
17 report winnings and losses on his taxes.
18 Q. Well, they do issue 1099's to gamblers, don't they?
19 A. The casinos?
09:52 20 Q. Uh-huh.
21 A. Sure they do.
22 Q. And those are always on machines, as I recall.
23 A. Right.
24 Q. They don't issue 1099's on table play?
09:53 25 A. No, they don't.

09:53 1 Q. So, there is no --
2 JUDGE BENAVIDES: Not even -- not even if you cash in
3 chips exceeding $9,000?
4 THE WITNESS: Well, they won't issue a 1099. But
09:53 5 they'll --
6 JUDGE BENAVIDES: They'll make a report?
7 THE WITNESS: They'll make a report.
8 BY JUDGE PORTEOUS:
9 Q. The Court had some questions about you don't know why there
09:53 10 were delays in some of this.
11 A. Right. Yeah.
12 Q. Unknown to you? Didn't inquire?
13 A. No.
14 Q. And one other thing you mentioned that -- you said the wins
09:53 15 and losses were too tough to keep track of, in relation to one
16 of their questions about --
17 A. Well, they -- I think the question --
18 Q. -- did they go to another casino and --
19 A. -- was if -- when you paid back some of the markers in
09:53 20 cash --
21 Q. Uh-huh.
22 A. -- if that cash came from other gaming winnings.
23 And my answer was we couldn't tell -- you know,
24 we couldn't tell if the cash that you were using to pay back,
09:54 25 say, the Treasure Chest marker, if that cash actually came from

09:54 1 other gaming winnings.
2 Q. Uh-huh.
3 A. We couldn't determine that.
4 Q. So, you can't exclude that? You're not excluding it, are
09:54 5 you?
6 A. No. No.
7 JUDGE BENAVIDES: But that affects -- but you've said
8 that the pit boss, if you're a rated player, would know how
9 much you won.
09:54 10 THE WITNESS: Right. He would know how much you won
11 if you're being rated.
12 BY JUDGE PORTEOUS:
13 Q. If you're being rated and only if you're being rated?
14 A. Right.
09:54 15 Now, sometimes, if you're a known player, they'll
16 rate you without you knowing it. When you're sitting at the
17 table, if they know who you are, they'll rate you without you
18 even asking.
19 Q. If you happen -- if he happens to know you?
09:54 20 A. If he happens to know you.
21 Q. Again, in relationship to the Judge's question, these pit
22 bosses do control a pit?
23 A. That's correct.
24 Q. A pit may have multiple -- at least five or six tables in
09:54 25 it?

09:54 1 A. It can.
2 Q. Well, there's none with two, is there?
3 A. Are you saying there's no pits with two tables?
4 Q. Just two tables.
09:55 5 Do you know of any casinos that just have one --
6 one pit boss watching only two tables?
7 A. I mean, that, I can't -- I don't know that.
8 Q. So, it is -- at best, he's keeping track of other people at
9 the same time.
09:55 10 A. Oh, sure, he is.
11 Q. That's a fair statement?
12 A. That's a fair statement.
13 Q. And it could be 10, it could be 20, it could be two?
14 A. That's correct.
09:55 15 Q. So, at any given time, it varies of how well he can keep
16 track of what's going on and his --
17 A. That's right.
18 JUDGE PORTEOUS: All right. I don't have any other
19 questions.
09:55 20 JUDGE BENAVIDES: Do you -- are you aware or do you
21 know whether Judge Porteous was a rated player with reference
22 to the casinos that you testified to estimated to winnings and
23 losses and things like that?
24 THE WITNESS: The only casino that -- well, he was
09:55 25 rated at all these casinos, because that's how they -- how they

09:55 1 acquire the records.

2 JUDGE BENAVIDES: All right. So, then, with --

3 THE WITNESS: Which means --

4 JUDGE BENAVIDES: At least as to those ones that you

09:56 5 went to and talked to and they did these estimates and you

6 provided this testimony, he was a rated player?

7 THE WITNESS: He was rated.

8 And -- and just one addition to that, most of

9 these casinos didn't know who Judge Porteous was. So, when he

09:56 10 was being rated, he told them he wanted to be rated when he was

11 playing, because that was the only way that they knew who he

12 was. Okay?

13 The Treasure Chest, he played a lot at the

14 Treasure Chest.

09:56 15 JUDGE BENAVIDES: And what would -- what are the

16 advantages to advising the casino that you want to be rated?

17 THE WITNESS: Well, for a player like Judge Porteous,

18 it would be the comps.

19 JUDGE BENAVIDES: So, that means that he would get

09:56 20 free lodging and food?

21 THE WITNESS: Food, lodging, rooms, tickets.

22 CHIEF JUDGE JONES: Liquor?

23 THE WITNESS: Liquor.

24 JUDGE BENAVIDES: Well, the casinos generally provide

09:56 25 liquor, don't they, to regular players if they're playing?

09:56 1 THE WITNESS: Generally they do; but, you know, it
2 could be food.
3 JUDGE BENAVIDES: They would provide food and lodging?
4 THE WITNESS: Lodging, tickets, like tickets to shows
09:57 5 that they have.
6 JUDGE BENAVIDES: In the course of your investigation,
7 did you ever inquire as to whether or not any of these
8 institutions at which Judge Porteous had a line of credit, the
9 Treasure Chest and these other ones, had cases pending before
09:57 10 him as a federal judge?
11 THE WITNESS: No, I never looked into that.
12 JUDGE BENAVIDES: And, so, you would not be aware of
13 whether he had recused himself as to any of these places where
14 he owed money?
09:57 15 THE WITNESS: No, I wouldn't know that.
16 JUDGE BENAVIDES: Thank you.
17 CHIEF JUDGE JONES: Do you have copies of the credit
18 agreements for any of these places?
19 THE WITNESS: All of them.
09:57 20 CHIEF JUDGE JONES: Are they in the exhibits here
21 somewhere?
22 THE WITNESS: Yeah, they should be in each -- each
23 exhibit should have the credit application.
24 CHIEF JUDGE JONES: Applications. Okay. But are
09:57 25 there any terms and conditions of the credit?

09:57 1 THE WITNESS: Well, usually each casino is a little
2 bit different as far as how long they would hold the markers.
3 You know, some were a couple of days and some were up to 30
4 days.
09:58 5 Like Grand Casino, he requested a 30-day hold on
6 his markers at Grand Casino, which means if he took a marker,
7 gambled, lost the money, left owing the marker they would hold
8 it for 30 days before they dropped it to his account. So, he
9 could come in any time during that 30 days and repay the marker
09:58 10 before they would drop the debt.
11 JUDGE BENAVIDES: And when a marker is repaid, can it
12 be repaid with the marker itself?
13 In other words, would -- if you send in the
14 marker for payment, would that show up in the record as a
09:58 15 payment through -- through the use of the marker or would it
16 show up a check or -- I mean, in other words, can the
17 payment -- the marker be, itself, noted as a check payment?
18 THE WITNESS: No.
19 JUDGE BENAVIDES: Okay. So, none of -- none of his --
09:58 20 none of the -- his markers were actually -- at least with what
21 you went through, the markers were never effectuated in terms
22 of being presented to a lending institution?
23 THE WITNESS: No. They were. Some of them were.
24 Some of them were actually -- like at the Grand Casino -- in
09:59 25 fact, at the Gland Casino Gulfport, he took a marker, left

09:59 1 owing a marker. They dropped the marker, which means they
2 negotiated it at the bank.
3 His bank had switched -- his bank was bought out
4 by another lending institution. The marker was returned
09:59 5 because it had the wrong account number. He called, gave them
6 the new account number. The marker was then dropped again,
7 paid, and then cleared.
8 JUDGE BENAVIDES: Were any of those markers sent in
9 after being held for the 30-day credit period, or grace period?
09:59 10 THE WITNESS: Yeah. Yeah, there was some that were
11 actually negotiated.
12 JUDGE BENAVIDES: Were any of those markers that were
13 sent in for payment after this 30-day credit period, grace
14 period, pending or made or presented with respect to markers
10:00 15 that were taken out during the bankruptcy period?
16 THE WITNESS: So, your question is did any of the
17 markers actually get negotiated at the bank during the
18 bankruptcy period?
19 CHIEF JUDGE JONES: What do you mean during the
10:00 20 bank -- before bankruptcy or after?
21 JUDGE BENAVIDES: Well, let's take -- first, let's
22 take one. At the time after the filing of the petition and
23 before the bankruptcy proceeding is terminated, were there --
24 with respect to the ones that you testified, there -- were
10:00 25 there any markers taken out?

10:00 1 THE WITNESS: Yes, there were markers taken out.
2 JUDGE BENAVIDES: With respect to those markers which
3 you've testified is kind of a line of credit, during the
4 bankruptcy period, during that time frame that we just talked
10:01 5 about, were those markers sent for -- any of those markers sent
6 for collection?
7 THE WITNESS: I think there was some at the Grand
8 Gulfport. I'd have to look in the records.
9 JUDGE BENAVIDES: And they -- and they were paid?
10:01 10 THE WITNESS: Yes, they were paid.
11 JUDGE BENAVIDES: All right. Now, with respect to
12 markers that were made prior to the filing, were there -- any
13 of those paid during the bankruptcy period?
14 THE WITNESS: Well, there was one that was taken prior
10:01 15 to the filing and then paid post filing, a preferential
16 payment.
17 JUDGE BENAVIDES: So -- so, there was payment
18 pre-marker -- pre-petition markers --
19 THE WITNESS: Right.
10:01 20 JUDGE BENAVIDES: -- paid shortly before the filing
21 and then also after the filing?
22 THE WITNESS: Right. That's the one that -- the
23 marker was taken -- I'll tell you -- I'll tell you exactly.
24 MR. WOODS: It's Grand Gulfport, 49.
10:02 25 THE WITNESS: It's Grand Gulfport.

10:02 1 MR. WOODS: And 49 is the exhibit.
2 THE WITNESS: There was a marker taken at the Grand
3 Casino Gulfport on February 27th, 2001. It's two $1,000
4 markers. Okay?
10:02 5 So, that's about a month before the bankruptcy is
6 filed. And then -- and then those two markers are actually
7 deposited by the Grand Casino on March 16th of '01, which is
8 just a few days before the filing.
9 JUDGE BENAVIDES: Thank you.
10:03 10 CHIEF JUDGE JONES: Mr. Horner, do you -- you're the
11 principal case agent, right?
12 THE WITNESS: That's correct.
13 CHIEF JUDGE JONES: And, so, you had access to the
14 information in the bankruptcy, where he's listing a hundred
10:03 15 eighty, a hundred ninety thousand dollars in credit card debt.
16 And the theory is that a lot of that was generated by gambling.
17 THE WITNESS: That's correct.
18 CHIEF JUDGE JONES: Now, how, if at all, does that
19 correlate with the figures that are in these records?
10:03 20 In other words, if you were engaging in activity
21 that left sort of modest losses, a net of $7,000 for the year
22 preceding bankruptcy, how would you have arrived at a credit
23 card debt of 190,000?
24 THE WITNESS: Well, first of all, the marker
10:03 25 activities is separate from the credit card activity.

10:03 1 CHIEF JUDGE JONES: I understand.
2 THE WITNESS: So, I think you just gamble a lot.
3 That's how you --
4 CHIEF JUDGE JONES: But if he's a rated player and
10:03 5 he's losing -- he's not able to pay back 190,000, if you assume
6 that even a hundred thousand of that is losses at these
7 casinos, then why wouldn't that be reflected on their summaries
8 of wins and losses?
9 THE WITNESS: Well, I think it's like he said,
10:04 10 sometimes he played when he was not rated.
11 CHIEF JUDGE JONES: A hundred thousand is a fair
12 amount of playing.
13 THE WITNESS: Right. Because, the casinos that we
14 went to, nobody knew who he was. So, he could go in and play
10:04 15 and not -- it would not be reflected on their records.
16 CHIEF JUDGE JONES: Well, to be fair to Judge
17 Porteous, then, the -- what you're proving this up for
18 pre-bankruptcy is the idea that he had a bunch of losses at the
19 casinos, that he did not report on the bankruptcy schedule?
10:04 20 THE WITNESS: Right.
21 CHIEF JUDGE JONES: And the bankruptcy schedule just
22 says, "Report your losses."
23 Now, if the credit card debts correlated with the
24 losses, I suppose you would have to report that. But it's not
10:04 25 clear to me that the net of 7,000 is a number that he would

10:05 1 have reported. I'm not sure what that number is.
2 I mean, it's also possible that he won a hundred
3 thousand and -- you know, we don't know what happened to that
4 money and it wasn't reported. And I'm certainly not trying to
10:05 5 theorize beyond the record but --
6 THE WITNESS: Well, I think --
7 MR. WOODS: Your Honor, if I may respond.
8 JUDGE PORTEOUS: Wait. Your Honor, might I just
9 interrupt? You've asked the witness the question. I think he
10:05 10 can answer, can't he?
11 MR. WOODS: Sure. Sure.
12 CHIEF JUDGE JONES: All right. We'll -- thank you,
13 sir.
14 Mr. Horner?
10:05 15 THE WITNESS: I think a couple of things. One, the
16 record -- the gaming records reflect rated play by the casinos.
17 So, these are -- these are the records that the casino has for
18 his gaming winnings and losses.
19 Now, if he's -- if he's gambling outside of the
10:05 20 rated period -- or rated play and, in the example that you
21 gave, if he won, say, a hundred thousand dollars, nonrated
22 play, then I don't think he would have had to declare
23 bankruptcy, because he's winning money.
24 And if you look at a lot of the charges on the
10:06 25 credit cards, they're gaming charges. So, if he's winning, he

10:06 1 would have the money to repay the credit card company.
2 CHIEF JUDGE JONES: But the point isn't necessarily to
3 prove up that it was any X amount of losses; it's just that,
4 overall, there had to be pretty substantial losses?
10:06 5 THE WITNESS: Right. There -- there were substantial
6 losses.
7 CHIEF JUDGE JONES: And nothing reported?
8 THE WITNESS: And nothing reported.
9 MR. WOODS: Just a couple of follow-up questions, your
10:06 10 Honor.
11 **REDIRECT EXAMINATION**
12 BY MR. WOODS:
13 Q. Mr. Horner, the amounts you testified to, to get that 7,000
14 net loss, was solely for the year prior to the bankruptcy. Is
10:06 15 that correct?
16 A. That's correct.
17 Q. March 28th, '00, to March 28 --
18 A. Because that was -- that was the question asked on the
19 bankruptcy application.
10:06 20 Q. Now, you're aware that Jerry Fink has compiled other
21 records showing gambling charges over the past five years prior
22 to the bankruptcy?
23 A. That's correct.
24 Q. Okay. And he -- he will testify next.
10:07 25 A. Right.

10:07 1 Q. Going back to Caesars Palace records on Exhibit 48, did you
2 find in those records the records of a -- of a trip in May of
3 '99, when Judge Porteous attended a party there, a bachelor
4 party?
10:07 5 A. Yes.
6 Q. And in those records, were there records showing who paid
7 for Judge Porteous' room for that period of time?
8 A. Yes.
9 Q. If you would, look at your copy and then try to find it in
10:07 10 Exhibit Number 48.
11 A. Here it is.
12 Q. If you would, go to the Elmo -- and this is out of
13 Exhibit 48 -- and give us a Bates stamp number.
14 A. It's Bates 969. This is the Caesars Palace -- or this is
10:08 15 the bachelor party trip.
16 And you can see where he arrives on May 20th, he
17 leaves the 23rd. And it's signed -- it's signed by Robert
18 Creely, and that's -- and that's Robert Creely's credit card
19 number right there.
10:09 20 Q. Okay. Thank you.
21 MR. WOODS: Those are the only questions I have for
22 follow up with Mr. Horner, your Honors.
23 JUDGE LAKE: You want to take a short break?
24 CHIEF JUDGE JONES: Yes.
10:09 25 Judge Porteous, would you like to ask -- well,

10:09 1 we'll take a ten-minute break. Then you can ask questions.
2 JUDGE PORTEOUS: Thank you.
3 JUDGE LAKE: Are you through -- are you through with
4 the witness, Judge Porteous? I thought you were.
10:09 5 JUDGE PORTEOUS: Well, I thought that's what -- I'm
6 finished with the witness.
7 JUDGE LAKE: Okay.
8 JUDGE PORTEOUS: May I ask a question?
9 CHIEF JUDGE JONES: Yes.
10:09 10 JUDGE PORTEOUS: I intended to call -- well, first, do
11 you want to get into the stipulations?
12 MR. WOODS: Sure.
13 Judge Porteous has agreed to stipulate to the
14 grand jury testimony of Leonard Levenson and Chip Forstall
10:10 15 rather than we calling them as witnesses. And I believe he's
16 agreed also to stipulate to the 302, or the FBI memorandum of
17 interview, of SJ Beaulieu.
18 JUDGE PORTEOUS: With attached correspondence.
19 MR. WOODS: And with attached correspondence. Rather
10:10 20 than us calling Beaulieu, the trustee.
21 JUDGE PORTEOUS: I was just trying to make inquiry --
22 I do have a couple of witnesses I would like to call, but I
23 don't know when to possibly tell these folks to be available.
24 MR. WOODS: Our plan is to put on Jerry Fink next to
10:10 25 get into similar records; and we hope to do that within, you

10:10 1 know, maybe 30 minutes. Then Judge Greendyke and Bill
2 Heitkamp, and that will be our case.
3 JUDGE BENAVIDES: How long you do expect
4 Judge Greendyke to be?
10:10 5 MR. WOODS: Probably 15 minutes.
6 JUDGE BENAVIDES: So we're talking about 45 minutes,
7 an hour at the most?
8 MR. WOODS: For total -- for Judge Greendyke?
9 CHIEF JUDGE JONES: For all of them.
10:10 10 JUDGE LAKE: For all of them.
11 MR. WOODS: Oh, for all of them. We hope to finish by
12 noon, your Honors.
13 JUDGE PORTEOUS: I'm just -- I'm just making inquiry.
14 I don't mean to interrupt.
10:11 15 JUDGE BENAVIDES: No. We're just trying to get
16 your --
17 JUDGE PORTEOUS: That will be the witnesses. Fink,
18 Judge Greendyke, and who else?
19 MR. WOODS: Bill Heitkamp, the trustee.
10:11 20 JUDGE PORTEOUS: And that's it?
21 MR. WOODS: That's it.
22 JUDGE PORTEOUS: Okay. So then I should anticipate
23 telling people 1:00-ish?
24 CHIEF JUDGE JONES: That will be fine.
10:11 25 JUDGE PORTEOUS: I'll do my very best. Okay. Thank

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 515
Metairie, Louisiana 70005
(504) 831-1313

December 20, 2002

Mr. Claude C. Lightfoot, Jr.
3500 N. Causeway Boulevard Suite 450
Metairie, LA 70002

RE: Gabriel T. Porteous, Jr.
Carmella A. Porteous
Bankruptcy Case No. 01-12363

Dear Claude:

I have no objection to the above captioned debtors' request to refinance their home, at the terms listed in the attached Disclosure Statement.

If you have any questions, please call me at 831-1313.

Sincerely,

S.J. Beaulieu, Jr.
Chapter 13 Trustee

SC00404

HP Exhibit 339

COPY

# DISCLOSURE STATEMENT

**Borrower:** GABRIEL T. PORTEOUS, JR.
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DRIVE
METAIRIE, LA 70002

**Lender:** Bank One, N.A. with Columbus, Ohio as its main office
New Orleans Private Client Services LPO
201 St. Charles
29th Floor
New Orleans, LA 70170

| ANNUAL PERCENTAGE RATE<br>The cost of my credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost me. | Amount Financed<br>The amount of credit provided to me or on my behalf. | Total of Payments<br>The amount I will have paid after I have made all payments as scheduled. |
|---|---|---|---|
| 8.498% | $14,071.73 | $40,053.30 | $54,125.03 |

**PAYMENT SCHEDULE.** Borrower's payment schedule will be 59 monthly payments of $497.74 each, beginning January 15, 2003; and one payment of $24,758.37 on December 15, 2007.

**PROPERTY INSURANCE.** I may purchase required property insurance from anyone I want who is authorized to do business in the state of Louisiana.

**SECURITY.** I am giving a security interest in my home.

**LATE CHARGE.** If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of regularly scheduled payments under this Note or $15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

**PREPAYMENT.** If I pay off my loan early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on December 5, 2002, prior to signing the Note.

BORROWER:

X _____
GABRIEL T. PORTEOUS, JR., Individually

## Amount Financed Itemization

| | | |
|---|---|---|
| Amount paid to Borrower directly:<br>$40,053.30 Lender's Check # 552-00034-00002-03579 | | $40,053.30 |
| Note Principal: | | $40,053.30 |
| Prepaid Finance Charges: | | $0.00 |
| In Cash: | $0.00 | |
| Amount Financed: | | $40,053.30 |

BORROWER'S COPY

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 515
Metairie, Louisiana 70005
(504) 831-1313

January 2, 2003

Mr. Claude C. Lightfoot, Jr.
Suite 450
3500 N. Causew3ay Blcd.
Metairie, LA 70002

In Re: Gabriel & Camella Porteous
Case No. 01-12363

Dear Mr. Lightfoot,

As per your request, I have reviewed the new car lease agreements in the above captioned case. It appears that the creditors would not be adversely affected by the new leases. Therefore, I have no objection to the debtors entering into the new leases.

If you have any questions please call me.

Sincerely,

S.J. Beaulieu, Jr.
Chapter 13 Trustee

SBJ/dbe

SC00406

HP Exhibit 340

-5165 (1/02) LA

# TOR VEHICLE LEASE REEMENT

DEAL# 30144

| DATE LEASE TERM BEGINS | DATE LEASE TERM ENDS |
|---|---|
| 12/31/2002 | 03/31/2006 |

| OR (DEALER) NAME AND ADDRESS | LESSEE (AND CO-LESSEE) NAME AND ADDRESS |
|---|---|
| MARQUE JEEP-CHRY-PLYM, LLC<br>26 CANAL ST<br>N ORLEANS, LA 70119<br>ELANS | GABRIEL T PORTEOUS JR<br>CARMELLA G PORTEOUS<br>4801 NEYREY DR<br>METAIRIE, JEFFERSON, LA 70002 |

ee and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "us" ar ) on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and assig signee", "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

| | | | | | |
|---|---|---|---|---|---|
| 3 | JEEP | GRAND CHEROKEE | 1J4GX48S5XC601619 | XX | 11 |

SC00407

AGREEMENT DEAL# 30143

| DATE LEASE TERM BEGINS | DATE LEASE TERM EN |
|---|---|
| 12/31/2002 | 03/31/200 |

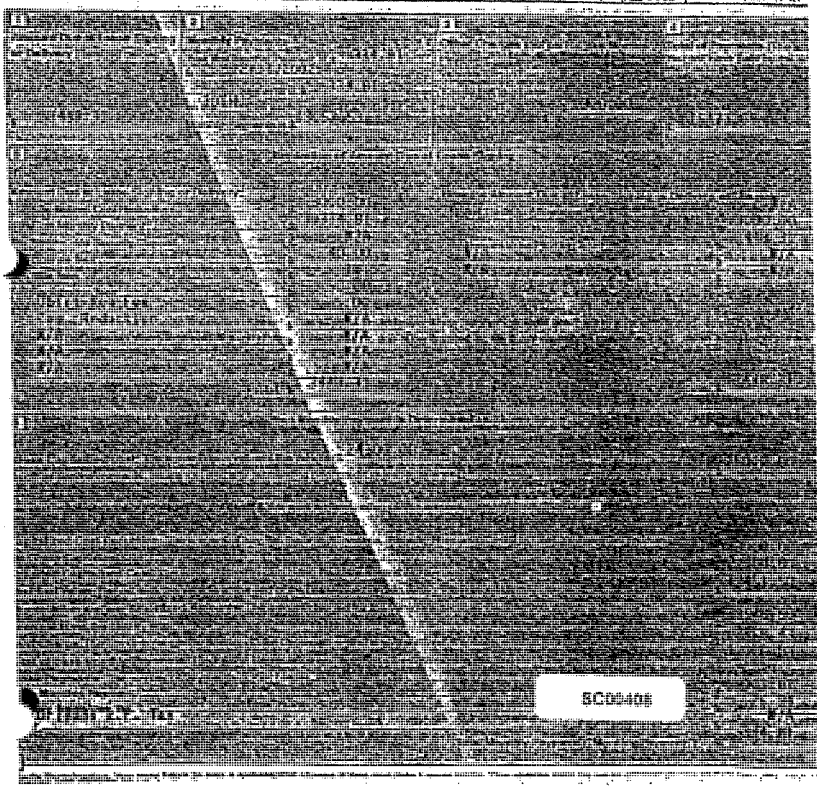
| LESSOR (DEALER) NAME AND ADDRESS | LESSEE (AND CO-LESSEE) AND ADDRESS |
|---|---|
| LAMARQUE JEEP-CHRY-PLYM, LLC<br>2226 CANAL ST<br>NEW ORLEANS, LA 70119<br>ORELANS | GABRIEL T PORTEOUS JR<br>CARMELLA G PORTEOUS<br>4801 NEYREY DR<br>METAIRIE, JEFFERSON, LA 70002 |

Lessee and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and ("Assignee", "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

| PRIMARY USE OF VEHICLE | STATEMENT OF FEDERAL TAX OBLIGATIO |
|---|---|
| You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes. ☐ | You declare Your federal tax status is: ☐ exempt or XX ☐ non-exe |

DESCRIPTION OF THE VEHICLE BEING LEASED (THE "VEHICLE")

| YEAR | MAKE | MODEL | VEHICLE IDENTIFICATION NUMBER | | MILEAGE AT DELIVERY |
|---|---|---|---|---|---|
| 2003 | JEEP | GRAND CHEROKEE | 1J4GX48S73C614158 | XX ☐ NEW<br>☐ USED | 11 |



VISA

# 30-Second Acceptance Certificate

Place the sticker ▲ here to request your card.

YES! I want this new Visa® Gold card with a 0% introductory APR!

Reply before: August 21, 2001

4722191710115 055 053

Gabriel T. Porteous
4801 Neytrey Dr
Metairie, LA 70002-1426

*Please cross out and change name or address if necessary.*

2122

## 1. Tell us about yourself

Social Security Number [redacted]

Date of Birth 12/15/46

Home Phone [redacted]

## 2. Sign Here

I have read the Agreement To Terms, IMPORTANT DISCLOSURES and Miscellaneous Information on the reverse and agree to be bound as specified therein. If this application is approved, I agree to receive Capital One's Privacy Notice later with other account information. I authorize Capital One to obtain my credit report. *This offer is nontransferable. To avoid delays, please provide all information requested.*

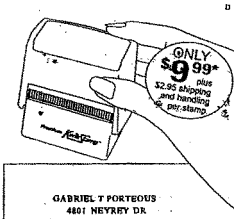
Signature Gabriel T. Porteous Date 8/13/01

Gabriel T. Porteous

4722-53,54

**Capital One® Cardholder, A Premium Kwik Stamp® Has Been Reserved For You!**

- Refillable ink cartridge
- Use anytime, anywhere
- Limited lifetime warranty
- Self-inking–No more messy ink pads!
- Thousands of clear impressions without re-inking




☐ Please send me a Kwik Stamp® using my name and address as it appears on my statement and ship to that address. Please charge* my Capital One® account.
I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to J-D Direct, Inc., which provides this product.

Account number: [redacted]

FOR Capital One CARDHOLDERS

Customer's Signature _____ (Valid only with full signature) 290033

Order additional Kwik Stamps on back. • Detach at perforation and return in your remittance envelope.

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426


GOLD VISA ACCOUNT
[redacted]

AUG 14 - SEP 13, 2001
Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $.00 |
| Payments, Credits and Adjustments | $.00 |
| Transactions | $88.00 |
| Finance Charges | $.00 |
| New Balance | $88.00 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | October 13, 2001 |
| Total Credit Line | $200 |
| Total Available Credit | $112.00 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $112.00 |

*At your service*
To call Customer Relations or to report a lost or stolen card:
1-800-408-3337

For free online account servicing, special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Reinstatement Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

**Transactions**

| DATE | | | |
|---|---|---|---|
| 1 | 23 AUG | SECURITY DEPOSIT CHARGE | 549.00 |
| 2 | 13 SEP | MEMBERSHIP FEE | 39.00 |

**Finance Charges** *Please see reverse side for important information*

| | Balance subject to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .00000% | .00% | $.00 |
| CASH | $.00 | .00000% | .00% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

875JM

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 008800000000001 5008

| | |
|---|---|
| New Balance | $88.00 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | October 13, 2001 |
| Total enclosed | $ |

*Please print address change below using blue or black ink.*

Street _____ Apt. #
City _____ State _____ ZIP
Home Phone _____ Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

006/350

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

**HP Exhibit 341(b)**

**Eliminate Monthly Cable Bills!**

*Turn Your House into The Ultimate Antenna with*

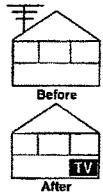
# POWER ANTENNA

***Just plug your POWER ANTENNA into any ordinary outlet and watch in amazement as your entire house turns into a giant TV reception station!***

- See crisper, clearer local TV reception without cable
- Plugs into any standard outlet
- Picks up weak signals, even in rural areas
- Easy to install and tune
- Uses your home's electrical wiring system as a giant antenna
- Includes coaxial cable and 75 to 300 Ohm Adapter

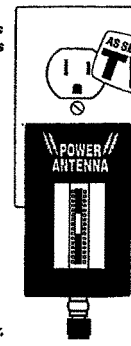
UL Listed. Made in China. Dimensions approximately 5¾" H x 2¾" W x 1" D.

*No more rabbit ears, cable, satellite dishes or unsightly antennas*




*Uses any standard outlet!*

*For peak reception, simply slide convenient tuning bar.*




537200-01

***Reception so clear you won't believe your eyes ... without costly cable bills!***

**EASY TO INSTALL!**

1. Plug the Power Antenna into any standard electrical outlet.
2. Simply attach the auxiliary TV cable into the jack.
3. Adjust slider for optimal reception.

***Special Offer For CapitalOne® Cardholders!***


GOLD VISA ACCOUNT

[redacted]

SEP 14 - OCT 13, 2001

Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $88.00 |
| Payments, Credits and Adjustments | $88.00 |
| Transactions | $142.94 |
| Finance Charges | $.00 |
| New Balance | $142.94 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | November 13, 2001 |
| Total Credit Line | $200 |
| Total Available Credit | $57.06 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $57.06 |

**At your service**

To call Customer Relations or to report a lost or stolen card: 1-800-608-5227

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 04 OCT | PAYMENT RECEIVED - THANK YOU | $88.00- |

**Transactions**

| | DATE | | |
|---|---|---|---|
| 2 | 17 SEP | LUCYS RESTURANT NEW ORLEANS LA | 539.03 |
| 3 | 05 OCT | MIDDENDORFS RESTAURAN MANCHAC (AKER LA | 80.00 |
| 4 | 05 OCT | JCPENNEY CO 0549 METAIRIE LA | 23.91 |

**Finance Charges** *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .00000% | .00% | $.00 |
| CASH | $.00 | .00000% | .00% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

8701M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0142940088000015004

| | |
|---|---|
| New Balance | $142.94 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | November 13, 2001 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

008701

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

537300-01

**Special Offer for Capital One® Cardholders!**

**The American Tourister Portside III 3-Piece Luggage Set**

**Special Offer Price of $99.95**

Compare at $250.00

The American Tourister Portside III three-piece set consists of a Tote, Carry-on and a 26" Upright. This casual collection is perfect for your travel needs. Fashioned in rugged black 600 Denier polyester. Large front pockets to hold items you need to get to quickly. 26" Upright rolls smoothly over most surfaces, which helps you reach your destination easily. The two carry-on pieces attach easily to the Upright, which makes moving your luggage hassle free.

**Three great pieces at one low price! Act now!**

**Limited time offer! Call 1-800-547-BAGS, Extension 7168**

to take advantage of this offer. This offer expires 3/31/02. Florida residents will be charged applicable sales tax.
Add $9.99 for shipping and handling. Domestic shipments only. Available only in black. #346304
NOT AVAILABLE IN STORES AT THIS PRICE

Samsonite
Company Stores

GOLD VISA ACCOUNT
[redacted]

OCT 14 - NOV 13, 2001
Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $142.94 |
| Payments, Credits and Adjustments | $171.94 |
| Transactions | $89.00 |
| Finance Charges | $.00 |
| New Balance | $60.00 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | December 13, 2001 |
| Total Credit Line | $200 |
| Total Available Credit | $140.00 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $140.00 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Years Day, be sure to watch the Capital One Florida Citrus Bowl-in which two of Americas top college teams compete in their final game of the season. Its football action you wont want to miss-so be sure to check your local listings for games and times.

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 30 OCT | OVERLIMIT FEE ADJUSTMENT | $29.00- |
| 2 | 09 NOV | PAYMENT RECEIVED - THANK YOU | 142.94- |

**Transactions**

| | DATE | | |
|---|---|---|---|
| 3 | 12 OCT | R & OS PIZZA PLACE METAIRIE LA | $60.00 |
| 4 | 16 OCT | OVERLIMIT FEE | 29.00 |

**Finance Charges** *Please see reverse side for important information*

| | Balance subject to rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .00000% | .00% | $.00 |
| CASH | $.00 | .00000% | .00% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

81231M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 006000014294001 5006

| | |
|---|---|
| New Balance | $60.00 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | December 13, 2001 |

Total enclosed $ [ ]

*Please print address changes below using blue or black ink.*

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

008123

#4031895908415977# MATL ID NUMBER
GABRIEL T PORTEOUS
4801 KEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

ARE YOU PAYING **FULL** PRICE FOR BOOKS•MOVIES•CDs•DVDs?

540900-01

HERE IS YOUR

WAKE-UP CALL!!!

FREE $10

SPECIAL OFFER FOR CapitalOne CARDHOLDERS

FREE BONUS

SEE BACK

half.com™ an eBay company


GOLD VISA ACCOUNT

[redacted]

NOV 14 - DEC 13, 2001



**Account Summary**

| | |
|---|---|
| Previous Balance | $60.00 |
| Payments, Credits and Adjustments | $60.00 |
| Transactions | $132.40 |
| Finance Charges | $.00 |
| New Balance | $132.40 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | January 12, 2002 |
| Total Credit Line | $200 |
| Total Available Credit | $67.60 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $67.60 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
1-800-505-5227

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Years Day, be sure to watch the Capital One Florida Citrus Bowl-in which two of Americas top college teams compete in their final game of the season. Its football action you wont want to miss-so be sure to check your local listings for games and times.

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 05 DEC | PAYMENT RECEIVED - THANK YOU | 560.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 01 DEC | TICKETMASTER*FIDDLER O ORLANDO FL | $132.40 |

**Important Notice** Recently, you received a letter from Capital One containing an important legal notice about a change to your Customer Agreement to add an arbitration provision. Please review the arbitration provision carefully as it affects your rights.

**Finance Charges** *Please see reverse side for important information*

| | Balance subject to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .00000% | .00% | $.00 |
| CASH | $.00 | .00000% | .00% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

167208

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 '0 [redacted] 13 013240006000001 5003

| | |
|---|---|
| New Balance | $132.40 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | January 12, 2002 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street Apt #

City State ZIP

Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

016720

#903489590841597 38 MAIL TO NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

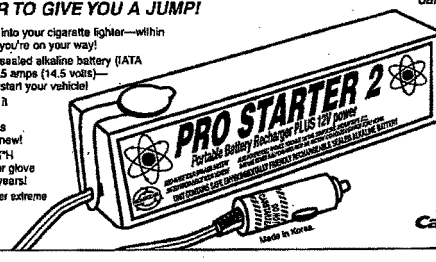
*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

541000-01

*Introducing* **PRO STARTER 2**

***THE BATTERY CHARGER THAT DOESN'T DEPEND ON ANOTHER CAR TO GIVE YOU A JUMP!***

- Just plug this compact unit into your cigarette lighter—within minutes start your car and you're on your way!
- Inside this rugged unit is a sealed alkaline battery (IATA and DOT approved) with 5.5 amps (14.5 volts)—enough recharge power to start your vehicle!
- Recharging is easy—leave it plugged into your cigarette lighter for 30 to 120 minutes while driving—it's good as new!
- Compact 2¼"W x 8¾"L x 1¾"H size easily stores in trunk or glove compartment—for up to 5 years!
- Guaranteed to work even under extreme temperatures from subzero to 120 degrees!




*The completely independent power source that eliminates the need for another vehicle or stranger, tow truck or dangerous jumper cables when your battery is drained!*

**PRO STARTER 2 ALSO PROVIDES 12V DC POWER!**

- Great for use when at your campsite, cottage or on a boat or RV!
- Ideal for operating a small television or mini-refrigerator away from home!
- Run a cell phone in standby for up to 100 hours!
- Even power up your laptop computer!

***Special Offer For CapitalOne® Cardholders!***

GOLD VISA ACCOUNT

[redacted]

DEC 14, 2001 - JAN 13, 2002



**Account Summary**

| | |
|---|---|
| Previous Balance | $132.40 |
| Payments, Credits and Adjustments | $70.00 |
| Transactions | $74.75 |
| Finance Charges | $.00 |
| New Balance | $137.15 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | February 13, 2002 |
| Total Credit Line | $200 |
| Total Available Credit | $62.85 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $62.85 |

**At your service**

To call Customer Relations or to report a lost or stolen card: 1-800-608-5227

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 05 JAN | PAYMENT RECEIVED - THANK YOU | $70.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 24 DEC | THE SPORTS AUTHORITY #JEFFERSON LA | $32.56 |
| 3 | 03 JAN | SHELL NO.21760511739 METAIRIE LA | 27.19 |
| 4 | 08 JAN | PALACE THEATRE 12 METAIRIE LA | 15.00 |

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges** *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $146.68 | .00000% | .00% | $.00 |
| CASH | $.00 | .00000% | .00% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

124508M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0137150070000015007

| | |
|---|---|
| New Balance | $137.15 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | February 13, 2002 |

Total enclosed $ [ ]

*Please print address changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

012458

890013959084159738 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

542500-02

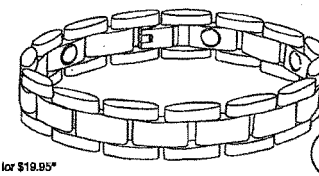
24-KT. PLATINUM-PLATED

# Magnetic Bracelet

WITH COPPER

Magnetic therapy is said to ...

• Increase energy • Relieve pain • Accelerate healing



FOR Capital One CARDHOLDERS

100% SATISFACTION GUARANTEED**

Please send me [Quantity] 7 ½" and/or [Quantity] 9" Magnetic Bracelet(s) for $19.95* plus $3.95 shipping and handling for each, and send to the address shown.

Please charge my Capital One® account number: [redacted]

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product.

Signature _____ (Valid only with full signature) 299141

Detach at perforation and return in your remittance envelope.

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426


GOLD VISA ACCOUNT
[redacted]

JAN 14 - FEB 13, 2002
Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $137.15 |
| Payments, Credits and Adjustments | $100.00 |
| Transactions | $60.25 |
| Finance Charges | $2.29 |
| New Balance | $99.69 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | March 13, 2002 |
| Total Credit Line | $200 |
| Total Available Credit | $100.31 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $100.31 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account services and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 08 FEB | PAYMENT RECEIVED - THANK YOU | $100.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 14 JAN | BREAUX MART #4 SIW METAIRIE LA | $11.06 |
| 3 | 21 JAN | PALACE THEATRE 12 METAIRIE LA | 10.00 |
| 4 | 25 JAN | DORIGNACS FOOD CENTER METAIRIE LA | 39.19 |

Year 2001 Security Account Information
Account Number: [redacted]
Balance on 12/31/2000: $.00
Interest Earned: $.00
Balance on 12/31/2001: $49.00

**Important Notice** The interest earned on this deposit does not meet IRS reporting requirements. If this is your only deposit, the interest will not be reported to the IRS and form 1099-INT will not be provided. Interest earned on multiple deposits will be combined for IRS reporting purposes. If your total interest earned is $10.00 or greater, it will be reported and form 1099-INT will be provided.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges** *Please see reverse side for important information*

| | Balance was applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $163.02 | .045349%P | 16.55% | $2.29 |
| CASH | $.00 | .045349%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 16.55%.

12987M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 009969010000015002

| | |
|---|---|
| New Balance | $99.69 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | March 13, 2002 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street _____ Apt. #
City _____ State _____ ZIP
Home Phone _____ Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

012987

890045955084159759# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

FOR Capital One CARDHOLDERS

WORRIED ABOUT BECOMING MORE FORGETFUL?

545100-01

$10.00 VALUE

Try new GINKGO BILOBA as a

FREE GIFT

ESPECIALLY FOR CAPITAL ONE® CARDHOLDER
GABRIELT PORTEOUS

*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

Try Ginkgo Biloba free!

It's worth $10.00 and it's our gift to you without any charge whatsoever as a trial member.

GINKGO BILOBA MEMORY-BOOSTING SUPPLEMENT

Boost mental clarity!

• Healthy blood circulation • Oxygen flow • Feel your best

Try it for yourself, FREE. It's easy!
Just sign and mail the Certificate on the other side today!

For fast delivery of your FREE Ginkgo Biloba 30-day supply, call GVC toll free now: 1-800-557-2520
(THIS TOLL-FREE NUMBER IS FOR THIS SPECIAL OFFER ONLY) OR ENCLOSE THIS CERTIFICATE IN YOUR CAPITAL ONE CARD REMITTANCE ENVELOPE.

ENTITLEMENT No. CCF1

GOLD VISA ACCOUNT

[redacted]

FEB 14 - MAR 13, 2002



**Account Summary**

| | |
|---|---|
| Previous Balance | $99.69 |
| Payments, Credits and Adjustments | $100.00 |
| Transactions | $.00 |
| Finance Charges | $.00 |
| Credit Balance | -$0.31 |
| Minimum Amount Due | $.00 |
| Payment Due Date | April 13, 2002 |
| Total Credit Line | $200 |
| Total Available Credit | $200.00 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $200.00 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
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Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

**Payments, Credits and Adjustments**

1 06 MAR PAYMENT RECEIVED - THANK YOU $100.00-

Credit balance - Do not pay

Auto Rental Insurance*- Receive auto rental coverage at no cost for damage due to collision or theft.+ Warranty Manager*- Automatically doubles manufacturers written U.S. repair warranty up to one year on warranties of three years or less. Register your purchases by phone or online.

*Certain restrictions and conditions apply. +Effective 3/01/02, losses as a result of fire, hail, lightning, flood, or other weather-related causes are covered. Go to www.visa.com/benefits or call 1-800-595-5928 now for complete benefit information.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges** *Please see reverse side for important information*

| | Balance was applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .045349%P | 16.55% | $.00 |
| CASH | $.00 | .045349%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

18886M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 00000001000000000009

| | |
|---|---|
| Credit Balance - Do Not Pay | -$0.31 |
| Minimum Amount Due | $.00 |
| Payment Due Date | April 13, 2002 |

Total enclosed $

*Please print address changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

018996

#900739590841597 7# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 KEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

544600-01

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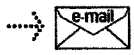
e-mail



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

*Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.*

Name: GABRIEL T PORTEOUS  Account #: [redacted]

Your privacy is protected at Capital One. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.

*To get even more out of your account, see reverse!* ➤

GOLD VISA ACCOUNT
[redacted]

MAR 14 - APR 13, 2002
Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $.31- |
| Payments, Credits and Adjustments | $.00 |
| Transactions | $62.74 |
| Finance Charges | $.00 |
| New Balance | $62.43 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | May 13, 2002 |
| Total Credit Line | $200 |
| Total Available Credit | $137.57 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $137.57 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
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Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

Auto Rental Insurance-Receive auto rental coverage at no cost for damage due to collision or theft. Effective 3/01/02, losses as a result of fire, hail, lightning, flood, or other weather-related causes are covered. Warranty Manager-Automatically doubles manufacturers written U.S. repair warranty up to one year on warranties of 3 years or less. Register your purchases by phone or online. Certain restrictions and conditions apply. Go to www.visa.com/benefits or call 1-800-595-9928 now for complete benefit information.

**Payments, Credits and Adjustments**

**Transactions**

| | | | |
|---|---|---|---|
| 1 | 30 MAR | BREAUX MART #4 METAIRIE LA | $33.38 |
| 2 | 10 APR | THE SPORTS AUTHORITY # JEFFERSON LA | 29.36 |

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**Finance Charges**  *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .04534%P | 16.55% | $.00 |
| CASH | $.00 | .04534%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

194823M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 006243010000015006

| | |
|---|---|
| New Balance | $62.43 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | May 13, 2002 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street  Apt. #
City  State  ZIP
Home Phone  Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

019483

#901049590841597O# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

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**Easy To Use!**

**Make The Purchases You've Been Putting Off!**

**Hurry! Check Expires June , !**

* Please see important information below check on reverse.

Remove Stub

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Date _____

*Check expires June 30, 2002*

2423
68-677/510
546800-01
2653

*Pay To The Order Of* _____ VOID _____ Dollars

**CapitalOne® Convenience Check®**
Richmond, VA

Memo _____ Customer Signature _____

:051006778:7102035612210/ 2423

GOLD VISA ACCOUNT
4388-6420-3561-2210

APR 14 - MAY 13, 2002
Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $62.43 |
| Payments, Credits and Adjustments | $62.43 |
| Transactions | $146.82 |
| Finance Charges | $.00 |
| New Balance | $146.82 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | June 13, 2002 |
| Total Credit Line | $200 |
| Total Available Credit | $53.18 |
| Credit Line for Cash | $200 |
| Available Credit for Cash | $53.18 |

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 08 MAY | PAYMENT RECEIVED - THANK YOU | $62.43- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 12 APR | ECKERD DRUGS #0593 METAIRIE LA | $14.13 |
| 3 | 13 APR | SHELL NO.21760511739 METAIRIE LA | 26.86 |
| 4 | 13 APR | UNITED APPAREL LIQUIDT METAIRIE LA | 32.60 |
| 5 | 25 APR | BREAUX MART #4 METAIRIE LA | 36.53 |
| 6 | 07 MAY | FELIXS RESTAURANT NEW ORLEANS LA | 36.70 |

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Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

Capital One is a proud sponsor of the American Film Institutes CBS primetime special presentation - AFIs 100 YEARS-100 PASSIONS. If you love movies, tune in to CBS. Tuesday, June 11 from 8-11 PM (ET/PT) 7-10 PM (CT), as AFI counts down the 100 greatest love stories from the past 100 years of filmmaking. Which of your favorite films will be honored? Could it be THE WAY WE WERE, WEST SIDE STORY, CASABLANCA, PRETTY WOMAN, SLEEPLESS IN SEATTLE or another one of your favorites? Youll have to watch to find out. Dont miss it!

**Finance Charges** *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .045349%P | 16.55% | $.00 |
| CASH | $.00 | .045349%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

457029

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 4388642035612210 13 014682006243001 5003

| | |
|---|---|
| New Balance | $146.82 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | June 13, 2002 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

045702

#901349590841597 7# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

551800-01

**• MAGAZINE REWARDS CERTIFICATE •**

Special offer for
**CapitalOne** cardholders

Savings Reserved for: GABRIEL T PORTEOUS
4801 NEYREYDR
METAIRIE LA 70002-1426

[redacted]

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**OFFER EXPIRES: AUG. 31, 2002**

**CONGRATULATIONS:** This certificate entitles you to sample up to 3 **DIFFERENT MAGAZINES: RISK-FREE,** valued up to the amount shown above. Redeem immediately for 2 months of the magazines of your choice listed on back. Any portion of the reward value that remains unused will expire by **Aug. 31, 2002.** Details on reverse. Complete and return this certificate in your Capital One® credit card payment envelope.

2MPMAR DEPT K AD3 CAPT62

**• REPLY IMMEDIATELY •**

GOLD VISA ACCOUNT
[redacted]

MAY 14 - JUN 13, 2002
Page 1 of 1

### Account Summary

| | |
|---|---|
| Previous Balance | $146.82 |
| Payments, Credits and Adjustments | $146.82 |
| Transactions | $126.70 |
| Finance Charges | $.00 |
| New Balance | $126.70 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | July 13, 2002 |
| Total Credit Line | $400 |
| Total Available Credit | $273.30 |
| Credit Line for Cash | $400 |
| Available Credit for Cash | $273.30 |

### At your service

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to:
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Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

### Payments, Credits and Adjustments

| | | | |
|---|---|---|---|
| 1 | 06 JUN | PAYMENT RECEIVED - THANK YOU | $146.82- |

### Transactions

| | | | |
|---|---|---|---|
| 2 | 16 MAY | WYES TV J W EASY COOK! 504-486-5511 LA | $25.00 |
| 3 | 20 MAY | LITTLE SIS OR THE POOR NEW ORLEANS LA | 40.00 |
| 4 | 29 MAY | DORIGNACS FOOD CENTER METAIRIE LA | 36.90 |
| 5 | 30 MAY | DISCOUNT 26653345 METAIRIE LA | 24.80 |

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### Finance Charges

*Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .04534%P | 16.55% | $.00 |
| CASH | $.00 | .04534%P | 16.55% | $.00 |

**ANNUAL PERCENTAGE RATE applied this period** **0.00%**

13718M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 012670014682001 5003

| | |
|---|---|
| New Balance | $126.70 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | July 13, 2002 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

013718

#901659590841597 1# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

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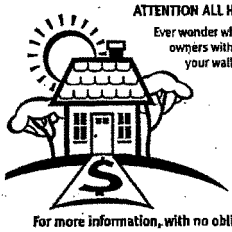
FOR CapitalOne CARDHOLDERS 556000-01


**GABRIELT PORTEOUS, let your home open the door to cash.**



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- Reduce your monthly mortgage payment!
- Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.

Full Spectrum Lending
A MEMBER OF THE COUNTRYWIDE FAMILY

**For more information, with no obligation, call 1-888-394-3460 or visit our Web site at www.capitalone.com/freshstart.**

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.


GOLD VISA ACCOUNT

[redacted]

JUN 14 - JUL 13, 2002



**Account Summary**

| | |
|---|---|
| Previous Balance | $126.70 |
| Payments, Credits and Adjustments | $126.70 |
| Transactions | $251.78 |
| Finance Charges | 5.00 |
| New Balance | $251.78 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | August 13, 2002 |
| Total Credit Line | $400 |
| Total Available Credit | $148.22 |
| Credit Line for Cash | $400 |
| Available Credit for Cash | $148.22 |

**At your service**

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Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 03 JUL | PAYMENT RECEIVED - THANK YOU | $126.70- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 20 JUN | DORIGNACS FOOD CENTER METAIRIE LA | $36.90 |
| 3 | 02 JUL | AMERICAS LARGEST SHEL METAIRIE LA | 214.88 |

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**Finance Charges** *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | 5.00 | .045349%P | 16.55% | 5.00 |
| CASH | 5.00 | .045349%P | 16.55% | 5.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

15872M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0251780126700015000

| | |
|---|---|
| New Balance | $251.78 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | August 13, 2002 |
| Total enclosed | $ |

*Please print address changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

015872

#901959590841597 88 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYRET DR
METAIRIE LA 70002-1426

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544600-01

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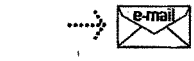


Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

*Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.*

Name: GABRIEL T PORTEOUS Account #[redacted]

Your privacy is protected at Capital One. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.

*To get even more out of your account, see reverse!* ➤

GOLD VISA ACCOUNT
[redacted]

JUL 14 - AUG 13, 2002
Page 1 of 1

**Account Summary**

| | |
|---|---|
| Previous Balance | $251.78 |
| Payments, Credits and Adjustments | $251.78 |
| Transactions | $134.00 |
| Finance Charges | $.00 |
| New Balance | $134.00 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | September 13, 2002 |
| Total Credit Line | $400 |
| Total Available Credit | $266.00 |
| Credit Line for Cash | $400 |
| Available Credit for Cash | $266.00 |

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 06 AUG | PAYMENT RECEIVED - THANK YOU | $251.78- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 13 JUL | FELLINIS NEW ORLEANS LA | $75.00 |
| 3 | 04 AUG | AMC ELMWOOD 2001004845 HARAHAN LA | 22.00 |
| 4 | 06 AUG | HOUSTONS RESTAURANT # METAIRIE LA | 37.00 |

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Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Finance Charges** *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .04534%P | 16.55% | $.00 |
| CASH | $.00 | .04534%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

13105M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0134000251780015005

| | |
|---|---|
| New Balance | $134.00 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | September 13, 2002 |

Total enclosed $ [ ]

*Please print address changes below using blue or black ink.*

Street Apt. #
City State ZIP
Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

013109

#802269590841597 1# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 ARYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

544600-01

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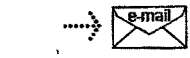


Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

*Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.*

Name: GABRIEL T PORTEOUS  Account #: [redacted]

Your privacy is protected at Capital One. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.

*To get even more out of your account, see reverse!* ➤

GOLD VISA ACCOUNT
[redacted]

AUG 14 - SEP 13, 2002
Page 1 of 1

### Account Summary

| | |
|---|---|
| Previous Balance | $134.00 |
| Payments, Credits and Adjustments | $134.00 |
| Transactions | $183.93 |
| Finance Charges | $.00 |
| New Balance | $183.93 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | October 12, 2002 |
| Total Credit Line | $400 |
| Total Available Credit | $216.07 |
| Credit Line for Cash | $400 |
| Available Credit for Cash | $216.07 |

### At your service

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

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Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

### Important Account Information

Capital One is a proud sponsor of the 54th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 22nd on NBC from 8-11 p.m. ET (7-10 p.m. CT) to see the talent youve enjoyed over the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital Ones ad in the September 13th issue of People magazine, or visit People.com for more details.

### Payments, Credits and Adjustments

| | | | |
|---|---|---|---|
| 1 | 06 SEP | PAYMENT RECEIVED - THANK YOU | $134.00- |

### Transactions

| | | | |
|---|---|---|---|
| 2 | 18 AUG | TARGET 00007401 MARY ESTHER FL | $36.93 |
| 3 | 23 AUG | HEROMANS FLORIST -FTD 225-344-0441 LA | 39.69 |
| 4 | 25 AUG | THE TINDER BOX- METAIR METAIRIE LA | 38.04 |
| 5 | 05 SEP | BREAUX MART #4 METAIRIE LA | 19.30 |
| 6 | 07 SEP | AMC CLEARVIEW 01004860 METARIE LA | 11.00 |
| 7 | 13 SEP | CAPITAL ONE MEMBER FEE | 39.00 |

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### Finance Charges

*Please see reverse side for important information*

| | Balance subject to applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $.00 | .04534%P | 16.55% | $.00 |
| CASH | $.00 | .04534%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 0.00%

7370M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 018393013400001 5009

| | |
|---|---|
| New Balance | $183.93 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | October 12, 2002 |

Total enclosed $ _____

*Please print address changes below using blue or black ink.*

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

007370

#902579590841597 6# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

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003

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See reverse side for more stores and order form. 003-1002


GOLD VISA ACCOUNT

[redacted]

SEP 14 - OCT 13, 2002



**Account Summary**

| | |
|---|---|
| Previous Balance | $183.93 |
| Payments, Credits and Adjustments | $150.00 |
| Transactions | $130.03 |
| Finance Charges | $2.80 |
| New Balance | $166.76 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | November 13, 2002 |
| Total Credit Line | $400 |
| Total Available Credit | $233.24 |
| Credit Line for Cash | $400 |
| Available Credit for Cash | $233.24 |

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 07 OCT | PAYMENT RECEIVED - THANK YOU | $150.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 14 SEP | AMC ELMWOOD 2001004845 HARAHAN LA | $11.00 |
| 3 | 02 OCT | BRAVO! METAIRIE METAIRIE LA | 90.00 |
| 4 | 05 OCT | FLEUR DE LIS BAKERY METAIRIE LA | 29.03 |

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**At your service**

To call Customer Relations or to report a lost or stolen card:

**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

Please provide your e-mail address on the remittance slip attached below and return with your payment. We are collecting this information to update our records. We may use this e-mail address to provide you with account information or offers you might find beneficial.

**Finance Charges**

*Please see reverse side for important information*

| | Balance subject to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $205.98 | .045346P | 16.55% | $2.80 |
| CASH | $.00 | .045346P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 16.55%

185654

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0166760150000015000

| | |
|---|---|
| New Balance | $166.76 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | November 13, 2002 |

Total enclosed $ [ ]

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street Apt #

City State ZIP

Home Phone Alternate Phone

Email Address

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

018555

#902869590841597 5# MAIL TO NUMBER
GABRIEL T PORTEOUS
4801 REYREY DR
METAIRIE LA 70002-1426

*Please write 4385-6420-3561-2210 on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

200803

# Life Happens.

*Safeguard your Capital One® credit with Payment Protection.*

Call toll free **1-888-527-3014** to enroll now or mail the attached Enrollment Form with your Capital One credit card payment.

When you call, please mention Key Code GRQ

Dear GABRIEL T PORTEOUS,



**Be prepared for the changes in life with Payment Protection**

Your minimum monthly payment will be paid—including the monthly charge for Payment Protection

Late and overlimit fees may be waived

You can use your Capital One card even while benefit payments are being made!

You made a smart move when you signed up for your Capital One credit card. And now we're giving you the opportunity to make yet another smart move:

**Protect your Capital One credit in every phase of your life with Payment Protection.**

Like many other families, you know life is full of changes. Capital One brings you the power to protect your financial future and to have peace of mind throughout each stage of your life.

The Capital One Payment Protection Program pays **the minimum monthly payment** you owe on your eligible balance **if you marry, take a leave of absence** to care for a family member, **divorce, lose a job** involuntarily or become **temporarily disabled** due to an accident or illness. Plus, in the **event of death** or permanent disability, Payment Protection will pay off the eligible balance on your card, up to $10,000.

Payment Protection costs only $.74 per $100 of your monthly statement balance. For example, if your balance is $200, the cost for the month is only $1.48. If it is zero, there's no cost to you at all. And there are no hidden fees.

Over 5 million Capital One customers safeguard their credit with Payment Protection. To join them, just sign and return your attached Enrollment Form in the provided Capital One credit card statement envelope. You will receive your Payment Protection Addendum, including complete plan terms and conditions, in about two weeks.

Protect your credit and enjoy peace of mind – enroll in Payment Protection today.

*Thank you for choosing*
**Capital One®**

Customer Relations:
(800) 955-7070
www.capitalone.com

Sincerely,

J. Alan Berson
Senior Vice President, Capital One

P.S. The power of Payment Protection works for you throughout every stage of your life. Enroll now to protect your Capital One account.

18585M

*Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.*

200803

200803

Key Code GRQ

## Payment Protection Enrollment Form

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Account # [redacted]

☐ YES! I want the peace of mind that comes with Payment Protection. By signing below, I authorize you to enroll me in this program to safeguard my current Capital One® account. I understand that by enrolling, I will be charged $.74 per $100 of my monthly statement balance, which will be billed to my Capital One credit card account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

*Please sign in black or blue ink only. Detach and return this form in your Capital One credit card payment envelope.*

EXCLUSIVELY FOR CAPITAL ONE® CARDHOLDERS 562000-01

**Purchase valuable $25, $50 and $100 SkyMall™ gift certificates today!**

*Save* 10% on SkyMall merchandise for the holidays or any occasion through 12/31/02.

***You choose...***
- $25, $50 or $100 SkyMall gift certificates
- to give the gift of quality and choice
- no-hassle shopping

***Family and friends choose...***
- quality items from top brand names
- what they really want from a huge selection
- quick, convenient and secure shopping

Great for the Holidays!

For valuable gift certificates and product offerings,

**complete and return the form on the back**

Also, you can visit www.skymall.com/capitalone02 or call 1-800-SKYMALL.

(Please indicate Key Code CAP10.)

*To order by mail* →

GOLD VISA ACCOUNT

[redacted]

OCT 14 - NOV 13, 2002



**Account Summary**

| | |
|---|---|
| Previous Balance | $166.76 |
| Payments, Credits and Adjustments | $166.76 |
| Transactions | $249.40 |
| Finance Charges | $1.37 |
| New Balance | $250.77 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | December 13, 2002 |
| Total Credit Line | $400 |
| Total Available Credit | $149.23 |
| Credit Line for Cash | $400 |
| Available Credit for Cash | $149.23 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.com today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who won!

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 01 NOV | PAYMENT RECEIVED - THANK YOU | 5166.76- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 07 OCT | BEAU RIVAGE-TICKET OFF BILOXI MS | $74.90 |
| 3 | 11 OCT | AMC CLEARVIEW 01004860 METARIE LA | 11.00 |
| 4 | 21 OCT | DORIGNACS FOOD CENTER METAIRIE LA | 38.30 |
| 5 | 23 OCT | AMERICAS LARGEST SHEL METAIRIE LA | 89.44 |
| 6 | 30 OCT | ANGELO BROCATO ICE CRE NEW ORLEANS LA | 13.72 |
| 7 | 11 NOV | LA OMV ELEC DRV LIC WE 800-950-1292 LA | 22.04 |

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

***CapitalOne proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com***

**Finance Charges** *Please see reverse side for important information*

| | Balance subject to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | 597.77 | .04534%P | 16.55% | $1.37 |
| CASH | 5.00 | .04534%P | 16.55% | 5.00 |

ANNUAL PERCENTAGE RATE applied this period 16.55%

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0250770166760015007

| | |
|---|---|
| New Balance | $250.77 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | December 13, 2002 |

Total enclosed $ [ ]

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Email Address

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

018649

#903189590841597 6# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 REYREY DR
METAIRIE LA 70002-1426

*Please write 4388-6420-3561-2210 on your checkor money order made payable to Capital One Services and mail in the enclosed envelope.*

544600-01

# Send us your e-mail address ...
## *and help Capital One® serve you better.*

Capital One
what's in your wallet?™

e-mail

Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

*Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.*

Name: GABRIEL T PORTEOUS

Account #: [redacted]

Your privacy is protected at Capital One. For more information about our privacy policy, please visit http://www.capitalone.com/parent/legal/privacy.shtml.

*To get even more out of your account, see reverse!* ➤

GOLD VISA ACCOUNT

[redacted]

NOV 14 - DEC 13, 2002

Page 1 of 1

### Account Summary

| | |
|---|---|
| Previous Balance | $250.77 |
| Payments, Credits and Adjustments | $250.00 |
| Transactions | $230.99 |
| Finance Charges | $4.14 |
| New Balance | $235.90 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | January 13, 2003 |
| Total Credit Line | $600 |
| Total Available Credit | $364.10 |
| Credit Line for Cash | $600 |
| Available Credit for Cash | $364.10 |

### At your service

To call Customer Relations or to report a lost or stolen card:

**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

### Important Account Information

It's Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 17 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college football's ultimate prize: the BCS National Championship. And on New Years Day, be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

### Payments, Credits and Adjustments

| | | | |
|---|---|---|---|
| 1 | 04 DEC | PAYMENT RECEIVED - THANK YOU | $250.00- |

### Transactions

| | | | |
|---|---|---|---|
| 2 | 24 NOV | DONS SEAFOOD HUT METAI METAIRIE LA | $23.90 |
| 3 | 25 NOV | APPAREL WORLD DALLAS TX | 28.00 |
| 4 | 25 NOV | BALY INTERNATIONAL (909)520-9886 CA | 25.00 |
| 5 | 26 NOV | SUZANNES DESIGNS MEMPHIS TN | 58.00 |
| 6 | 27 NOV | SAVY ACCESSORIES 713-9520358 TX | 58.80 |
| 7 | 30 NOV | BREAUX MART #4 METAIRIE LA | 37.29 |

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

### Finance Charges

*Please see reverse side for important information*

| | Balance subject to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $304.45 | .04534%P | 16.55% | $4.14 |
| CASH | $.00 | .04534%P | 16.55% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 16.55%

1885594

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 023590025000001500B

| | |
|---|---|
| New Balance | $235.90 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | January 13, 2003 |
| Total enclosed | $ |
| Account Number: | 4388-6420-3561-2210 |

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street _____ Apt. # _____

City _____ State _____ ZIP _____

Home Phone _____ Alternate Phone _____

Email Address _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

018859

#903409590841597 3# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

565900-01

**Capital One Cardholder, A Premium Kwik Stamp® Has Been Reserved For You!**

- Refillable ink cartridge
- Use anytime, anywhere
- Limited lifetime warranty
- Self-inking–No more messy ink pads!
- Thousands of clear impressions without re-inking

☐ Please send me a Kwik Stamp® using my name and address as they appear on my statement, and ship to that address. Please charge my Capital One® account.

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to J-O Direct, Inc., which provides this product.

Account number: [redacted] Expires: ____/____

FOR Capital One CARDHOLDERS

Customer's Signature _____ (Valid only with full signature)

200403

Order additional Kwik Stamps on back. • Detach at perforation and return in your remittance envelope.

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

GOLD VISA ACCOUNT
[redacted]

DEC 14, 2002 - JAN 13, 2003
Page 1 of 2

**Account Summary**

| | |
|---|---|
| Previous Balance | $235.90 |
| Payments, Credits and Adjustments | $100.00 |
| Transactions | $395.18 |
| Finance Charges | $8.23 |
| New Balance | $539.31 |
| Minimum Amount Due | $16.00 |
| Payment Due Date | February 13, 2003 |
| Total Credit Line | $600 |
| Total Available Credit | $60.69 |
| Credit Line for Cash | $600 |
| Available Credit for Cash | $60.69 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 10 JAN | PAYMENT RECEIVED - THANK YOU | $100.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 14 DEC | CHICOS #304 METAIRIE LA | $299.98 |
| 3 | 17 DEC | VICTORIAS SECRET 0047 METAIRIE LA | 53.84 |
| 4 | 23 DEC | BREAUX MART #4 METAIRIE LA | 12.36 |
| 5 | 24 DEC | OVERLIMIT FEE | 29.00 |

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges** *Please see reverse side for important information*

| | Balance subject to interest rate | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $602.98 | .04397%P | 16.05% | $8.23 |
| CASH | $.00 | .04397%P | 16.05% | $.00 |

**ANNUAL PERCENTAGE RATE applied this period** 16.05%

226835

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 053931010000016004

| | |
|---|---|
| New Balance | $539.31 |
| Minimum Amount Due | $16.00 |
| Payment Due Date | February 13, 2003 |
| Total enclosed | $ |
| Account Number: | 4388-6420-3561-2210 |

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street _____ Apt. #
City _____ State _____ ZIP
Home Phone _____ Alternate Phone
Email Address

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

022683

890014959084159719 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

CAPITAL PURCHASE CHECK

GABRIEL T PORTEOUS
4801 NEYREYDR
METAIRIE LA 70002-1426

10147
68-677/510
200877

Date
Expires 02/28/03

Pay To The Order Of GABRIEL T PORTEOUS $ 100.00

One Hundred and 00/100 Dollars

VOID

CapitalOne Richmond, VA

Memo Cardholder Signature

/10147/ :051006778:8652035612210/



NO FEE

## Enjoy this special Capital Purchase Check offer for Preferred Cardholders.

Use purchase checks like personal checks!

Access your account quickly and conveniently!

Hurry! Your purchase checks expire 02/28/03.

*Thank you for choosing*

CapitalOne

Preferred Cardholder
Customer Relations:
(800) 903-3637
www.capitalone.com

226X/S

RE: Your account number ending in 2210

GABRIEL T PORTEOUS,

Because you are a Preferred Cardholder at Capital One,* we'd like to show you our appreciation. So, we're giving you two no-transaction-fee Capital Purchase Checks* to use however you'd like!

Enjoy easy access to your account with these checks, especially where credit cards are not accepted. Cover unexpected expenses, make home improvements, or even donate to your favorite charity. With no transaction fee and the same APR as purchases, you're sure to find plenty of ways to use them.

The first check, which is made out to you, can be deposited into your bank account and used like cash. The other check is great for transferring balances from other accounts, such as retail or credit cards and loans. By consolidating debt into one payment, you'll have fewer checks to write each month—and more free time for you! Just be sure the total amount of your checks and other transactions doesn't exceed your available credit.

We hope you'll enjoy your purchase checks. They are our way of saying thank you for being a Capital One Preferred Cardholder!

Sincerely,

Robert M. Alexander
Senior Vice President

P.S. Don't delay! These Capital Purchase Checks expire 02/28/03.
Take advantage of both of them today!

*Please see the reverse side for the terms and conditions of using these checks. 200877

CAPITAL PURCHASE CHECK

GABRIEL T PORTEOUS
4801 NEYREYDR
METAIRIE LA 70002-1426

10148
68-677/510
200877

Date
Expires 02/28/03

Pay To The Order Of $

Dollars

VOID

CapitalOne Richmond, VA

Memo Cardholder Signature

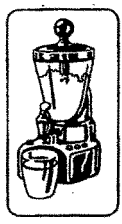
/10148/ :051006778:8652035612210/

EXCLUSIVELY FOR CAPITAL ONE® CARDHOLDERS

568000-01

**Capital One® and SkyMall™ bring you quality, brand-name products!**

Save 10% on SkyMall merchandise* for any occasion through 03/31/03.



FRONTGATE.

*Ultimate Smoothie Machine, Item #8412, $89.00**
*And order your Fruit Mix Kit, Item #16340, $2.99**
Flavors include: Strawberry-Banana, Tropical Mango, Peach-Berry

Mrs. Fields

*Every Occasion Nibblers Cookie Basket, Item #938, $40.99**

For these and other valuable product offerings, visit

www.skymall.com/capitalone02

Also, you can call 1-800-SKYMALL or complete and return the form on the back.
(Please indicate Coupon Code ONE10)

plus many more great items.

*To order by mail* ···→

GOLD VISA ACCOUNT

[redacted]

JAN 14 - FEB 13, 2003



**Account Summary**

| | |
|---|---|
| Previous Balance | $339.31 |
| Payments, Credits and Adjustments | $129.00 |
| Transactions | $62.69 |
| Finance Charges | $7.60 |
| New Balance | $480.60 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | March 13, 2003 |
| Total Credit Line | $600 |
| Total Available Credit | $119.40 |
| Credit Line for Cash | $600 |
| Available Credit for Cash | $119.40 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 04 FEB | OVERLIMIT FEE CREDIT | $29.00- |
| 2 | 05 FEB | PAYMENT RECEIVED - THANK YOU | 100.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 3 | 14 JAN | OSHMAN #0252 NEW ORLEANS LA | $43.45 |
| 4 | 19 JAN | BREAUX MART #4 METAIRIE LA | 8.24 |
| 5 | 07 FEB | AMC CLEARVIEW 01004860 METAIRIE LA | 11.00 |

Year 2002 Security Account Information
Account Number: [redacted]
Balance on 12/31/2001: $49.00
Interest Earned: $.00
Balance on 12/31/2002: $49.00

**Important Notice**The interest earned on this deposit does not meet IRS reporting requirements. If this is your only deposit, the interest will not be reported to the IRS and form 1099-INT will not be provided. Interest earned on multiple deposits will be combined for IRS reporting purposes. If your total interest earned is $10.00 or greater, it will be reported and form 1099-INT will be provided.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges**

*Please see reverse side for important information*

| | Balance subject to rate applied to | Periodic rate | Corresponding A.P.R. | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $557.59 | .043975%P | 16.05% | $7.60 |
| CASH | $.00 | .043975%P | 16.05% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 16.05%

217485

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 048060010000001 5008

| | |
|---|---|
| New Balance | $480.60 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | March 13, 2003 |
| Total enclosed | $ |
| Account Number: | 4388-6420-3561-2210 |

*Please print mailing address and/or email changes below using blue or black ink.*

Street Apt. #
City State ZIP
Home Phone Alternate Phone
Email Address

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

021748

#900459590841597 5# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 MEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

ESPECIALLY FOR CAPITAL ONE® CARDHOLDERS 582600-01

GABRIELT PORTEOUS,

*let your home open the door to cash.*

**ATTENTION ALL HOMEOWNERS: Take control of your finances by refinancing your home!**

Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both!* So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:

- Get cash to consolidate debts!
- Reduce your monthly mortgage payment!
- Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.

Full Spectrum Lending
A MEMBER OF THE COUNTRYWIDE FAMILY

**For more information, with no obligation, call 1-800-537-5023 or visit our Web site at www.capitalone.com/freshstart.**

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when compared to your current situation.

GOLD VISA ACCOUNT

[redacted]

FEB 14 - MAR 13, 2003



**Account Summary**

| | |
|---|---|
| Previous Balance | $480.60 |
| Payments, Credits and Adjustments | $100.00 |
| Transactions | $114.82 |
| Finance Charges | $6.97 |
| New Balance | $502.39 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | April 12, 2003 |
| Total Credit Line | $600 |
| Total Available Credit | $97.61 |
| Credit Line for Cash | $600 |
| Available Credit for Cash | $97.61 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60020
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 07 MAR | PAYMENT RECEIVED - THANK YOU | $100.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 2 | 13 FEB | BREAUX MART #4 METAIRIE LA | $12.36 |
| 3 | 13 FEB | CHICOS #0049 NEW ORLEANS LA | 60.06 |
| 4 | 13 FEB | ANN TAYLOR LOFT #988 NEW ORLEANS LA | 21.79 |
| 5 | 25 FEB | BREAUX MART #4 METAIRIE LA | 20.61 |

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Doubles manufacturers written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to www.visa.com/benefits or call 1-800-955-7070 now for complete benefit information.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges** *Please see reverse side for important information*

| | Balance rate applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | 3565.75 | .04397%P | 16.05% | $6.97 |
| CASH | $.00 | .04397%P | 16.05% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 16.05%

929NM

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 0502390100000015000

| | |
|---|---|
| New Balance | $502.39 |
| Minimum Amount Due | $15.00 |
| Payment Due Date | April 12, 2003 |
| Total enclosed | $ |
| Account Number: | 4388-6420-3561-2210 |

*Please print mailing address and e-mail changes below using blue or black ink.*

Street Apt #

City State ZIP

Home Phone Alternate Phone

Email Address

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

003296

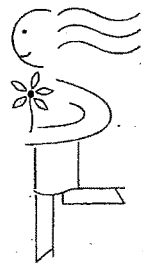
#900739590841597 78 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

ESPECIALLY FOR CAPITAL ONE® CARDHOLDERS 603

**Put a Little Spring Into Mother's Day!**

Put a little spring into Mother's Day with thoughtful gifts from 1-800-FLOWERS.COM® – including delicious gourmet baskets, sweet treats, heartwarming collectibles, jewelry and of course, the most beautiful flowers and plants in the world!



Take **15% off** your purchase when you use Promotion Code **CAP2**!

Remember, Mother's Day is Sunday, May 11th!

**1-800-flowers.com**

Call 1-800-FLOWERS® (1-800-356-9377) or visit www.1800flowers.com today!

003-0403

GOLD VISA ACCOUNT

[redacted]

MAR 14 - APR 13, 2003



**Account Summary**

| | |
|---|---|
| Previous Balance | $502.39 |
| Payments, Credits and Adjustments | $109.92 |
| Transactions | $190.78 |
| Finance Charges | $7.84 |
| New Balance | $591.09 |
| Minimum Amount Due | $17.00 |
| Payment Due Date | May 13, 2003 |
| Total Credit Line | $600 |
| Total Available Credit | $8.91 |
| Credit Line for Cash | $600 |
| Available Credit for Cash | $8.91 |

**At your service**

To call Customer Relations or to report a lost or stolen card:
**1-800-608-5227**

For free online account service and special customer offers, log on to: www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5015

**Important Account Information**

For service in Spanish, please call (800) 929-8137. Para servicio en Español, por favor marque 800-929-8137.

**Payments, Credits and Adjustments**

| | | | |
|---|---|---|---|
| 1 | 16 MAR | CHICOS #304 CREDIT | $59.92- |
| 2 | 07 APR | PAYMENT RECEIVED - THANK YOU | 50.00- |

**Transactions**

| | | | |
|---|---|---|---|
| 3 | 13 MAR | BREAUX MART #4 METAIRIE LA | $17.79 |
| 4 | 13 MAR | LUCYS RESTURANT NEW ORLEANS LA | 22.00 |
| 5 | 16 MAR | CHICOS #0194 MANDERVILLE LA | 74.39 |
| 6 | 27 MAR | DORIGNACS FOOD CENTER METAIRIE LA | 38.30 |
| 7 | 10 APR | DORIGNAC FOOD CENTE METAIRIE LA | 38.30 |

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

**Finance Charges** *Please see reverse side for important information*

| | Balance was applied to | Periodic rate | Corresponding APR | FINANCE CHARGE |
|---|---|---|---|---|
| PURCHASES | $575.35 | .043979%P | 16.05% | $7.84 |
| CASH | $.00 | .043979%P | 16.05% | $.00 |

ANNUAL PERCENTAGE RATE applied this period 16.05%

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [redacted] 13 05910900500000170 06

| | |
|---|---|
| New Balance | $591.09 |
| Minimum Amount Due | $17.00 |
| Payment Due Date | May 13, 2003 |

Total enclosed $ [ ]

Account Number: 4388-6420-3561-2210

*Please print mailing address and/or e-mail changes below using blue or black ink.*

Street Apt. #

City State ZIP

Home Phone Alternate Phone

Email Address

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

0094333

#901039590815972# MAIL ID NUMBER.
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

*Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.*

18

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

FILED

IN THE MATTER OF

CASE NUMBER 18 P 1:48

**Gabriel T. Porteous, Jr.**
**Carmella A. Porteous**

01-12363
Section "A"

CLERK
UNITED STATES
BANKRUPTCY COURT

DEBTORS

CHAPTER 13

**AFFIDAVIT IN SUPPORT OF ATTORNEY'S FEES**

**NOW INTO COURT**, comes Claude C. Lightfoot, Jr., counsel for the debtors in the above case, to submit this affidavit as requested by the Court in support of the fees requested to be paid through the Chapter 13 Plan in the above captioned and numbered case.

**STATE OF LOUISIANA**

**PARISH OF JEFFERSON**

**BEFORE ME**, the undersigned authority, did come and appear Claude C. Lightfoot, Jr., who, after being duly sworn, did depose and state:

That he is counsel of record for the debtors in the above captioned and numbered case.

That this case in fact began many months prior to the filing of the petition on March 28, 2001. Considerable time was spent in July and early August of 2000 in meetings with the debtors and counsel compiling documentation on assets and debts, and developing a workout proposal to the creditors of this case in an effort to avoid the filing of this bankruptcy. A workout proposal containing a schedule of debts and an analysis of assets was mailed to each of the Schedule F creditors on August 14, 2000. When no response was forthcoming in the months after this letter was sent, numerous follow up letters and telephone calls ensued. Finally, after discussions with attorneys for two of the creditors, it became clear that sufficient responses accepting the workout proposal

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would not be forthcoming. The only two responses were from the attorneys, one of whom was instructed to reject the proposal.

That this process required many conferences with the debtors, many drafts of debt and asset summaries, and many letters to the creditors seeking a response. An additional $750.00 was fixed as the fee for all of this activity, which spanned many months. No fee whatsoever has ever been paid by the debtors, and it was specifically agreed that the charges for the additional workout proposal work would be included in the Chapter 13 Plan for payment, if a bankruptcy filing were required. A review of the correspondence file in preparation for this response has demonstrated that the additional $750.00 fee is well below the amount of time required at this counsel's normal rate of $200.00 per hour.

That attached hereto is a true and correct accounting of the time and charges (at the applicant's normal hourly rate), which totals $3,460.00.

That notwithstanding the total of charges at the hourly rate indicated, the arrangement between counsel and the debtors is for a flat fee of $750.00 for these services, approval of which is requested.

That the services indicated on the attached invoice comprise all of the fees requested for tasks normally outside the scope of the normal fee of $1,000.00 for Chapter 13 cases in the Eastern District of Louisiana.

**WHEREFORE**, it is requested that the total fee of $1,750.00 be granted as sought, to be paid through the Chapter 13 Plan.

Respectfully submitted,

CLAUDE C. LIGHTFOOT, JR. P.C.

Claude C. Lightfoot, Jr. (17989)
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002
PH: (504) 838-8571
Counsel for Debtors

Sworn to and subscribed
before me, on June 18, 2001.

Notary Public

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the above and foregoing pleading has been served on all parties in interest by placing a copy in the U.S. Mail, postage prepaid, on June 18, 2001, as follows, to wit:

S.J. Beaulieu, Jr.
433 Metairie Road
Suite 515
Metairie, LA 70005

Claude C. Lightfoot, Jr.

*CLAUDE C. LIGHTFOOT, JR., P.C.*
Suite 450
3500 North Causeway Boulevard
Metairie, LA 70002

**Gabriel T. Porteous, Jr. and Carmella A. Porteous**
**4801 Neyrey Drive**
**Metairie LA 70002**

*Invoice submitted through:* June 18, 2001

*In reference to:* In re: Gabriel T. and Carmella A. Porteous, United States Bankruptcy Court 01-12363

PROFESSIONAL SERVICES:

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 7/20/2000 | CCL | Conference with Gabriel Porteous to discuss workout and bankruptcy options. | 1.50<br>200.00/hr | 300.00 |
| 8/1/2000 | CCL | Receive and review appraisal of real property and payoff statements on mortgages. | 0.50<br>200.00/hr | 100.00 |
| 8/14/2000 | CCL | Draft correspondence with analysis of debts and assets and including appraisal and payoff statements to all creditors proposing workout agreement. | 2.50<br>200.00/hr | 500.00 |
| 8/23/2000 | CCL | Draft correspondence with list of creditors to Edward Bukaty and Robert Mathis. | 0.30<br>200.00/hr | 60.00 |
| 8/29/2000 | CCL | Receive and review correspondence and new invoices from Gabriel Porteous. | 0.20<br>200.00/hr | 40.00 |
| 9/25/2000 | CCL | Receive and review correspondence from Citibank re: calling to discuss workout. | 0.20<br>200.00/hr | 40.00 |
| 12/21/2000 | CCL | Draft long letter with analysis and workout proposal to American Express Optima. | 0.60<br>200.00/hr | 120.00 |

**Gabriel T. Porteous, Jr. and Carmella A. Porteous**
**Page 2**

| | | | Hrs/Rate | Amount |
|---|---|---|---|---|
| 12/21/2000 | CCL | Draft long letter with analysis and updated figures to all creditors. | 1.40<br>200.00/hr | 280.00 |
| | CCL | Draft correspondence to Gabriel and Carmella Porteous advising status of workout proposal, enclosing copies of various correspondence. | 0.30<br>200.00/hr | 60.00 |
| 1/5/2001 | CCL | Receive and review correspondence from Darryl Fontana to Gabriel Porteous. | 0.20<br>200.00/hr | 40.00 |
| 2/1/2001 | CCL | Draft correspondence to Darryl Fontana with copy of workout proposal to his client, Bank of Louisiana. | 0.30<br>200.00/hr | 60.00 |
| | CCL | Draft correspondence to Ed Bukaty with copy of workout proposal. | 0.30<br>200.00/hr | 60.00 |
| 6/14/2001 | CCL | Various conferences with Gabriel Porteous to review new invoices, rework workout proposal figures, etc. between August, 2000 and February, 2001. | 6.00<br>200.00/hr | 1,200.00 |
| | CCL | Various telephone conferences with creditors re: whether they had read the workout proposal, who to speak to next, etc. between September, 2000 and February, 2001. | 3.00<br>200.00/hr | 600.00 |
| | | For professional services rendered: | 17.30 | $3,460.00 |
| | | ***BALANCE DUE:*** | | **$3,460.00** |

Attorney Summary

| Name | Hours | Rate | Amount |
|---|---|---|---|
| Claude C. Lightfoot, Jr. | 17.30 | 200.00 | $3,460.00 |

Regions Bank

Installment Loans
P. O. Box 10205
Birmingham, AL 35202

GABRIEL THOMAS PORTEOUS
4801 NEYREY DR
METAIRIE, LA 70002-1426

07/06/01

NOTICE OF MATURITY

Loan Number: [redacted]
Due Date: 07/17/01
Amount Due: $5,273.19

Congratulations! You are approaching the due date of the last payment on your installment loan with us. To ensure prompt credit of your payment, we ask that you send the bottom portion of this notice with your payment. If your payment has been automatically debited from a deposit account, we request that you mail a check for the final payment, or call your local Regions Bank office and ask that the final payment be manually debited. Should your payment be received after the due date, interest at the rate of $1.34 per day will be added to your account.

If you have already mailed your payment, please disregard this notice. Thank you for choosing Regions Bank for your installment loan. We hope our service to you has been a pleasant experience and hope you will call on us again whenever we can be of service to you.

Detach and return bottom portion with your payment

| Account Number | Payment Due Date | Customer Name |
|---|---|---|
| [redacted] | 07/17/01 | GABRIEL THOMAS PORTEOUS |

Make check payable to: [redacted]

REGIONS BANK
P.O. BOX 2153
BIRMINGHAM, AL 35287-0150

CR $

HP Exhibit 343

JC202378

Speed Letter® 44-902 GrayLine® SNAP-A-WAY FORM

# Speed Letter®

To GABRIEL T PORTEOUS AND
CARMELLA G PORTEOUS

From FIDELITY HOMESTEAD ASSN
222 BARONNE ST
NEW ORLEANS LA 70112

Subject LOAN PAYOFF Loan No. [redacted]

—No 9 & 10 FOLD

MESSAGE

Mr. Porteous:

In reference to our telephone conversation today October 16,2000.

I have enclosed a copy of the Payoff you requested.

If you need addtional information please call me at 569-3424.

Date 10/16/00 Signed

REPLY

Betty Welch
Asst. Vice-Pres.
Loan Service Manager

—No 8 FOLD

—No 10 FOLD

Date Signed

WilsonJones
GRAYLINE FORM 44-902 3-PART
©1983 • PRINTED IN U.S.A.

RECIPIENT—RETAIN WHITE COPY, RETURN PINK COPY
85

JC202379

LOAN PAYOFF INQ [redacted]
GOOD THRU 10/31/00

PROP ADD1 4801 NEYREY DR
PROP ADD2

| | |
|---|---|
| BALANCE | 113,415.89 |
| 30 DAYS INTEREST | 685.22 |
| ESC REFUND | 821.57 |
| NET PAY OFF | 113,279.54 |
| TOTAL DUE | 113,279.54 |
| INTEREST PER DAY | 22.4662 |

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

ACCOUNT [redacted] NAME PORTEOUS SIMPLE INTEREST

BANKSERV INSTALMENT LOAN ON LINE
PAYOFF DATA INQUIRY

| | | | |
|---|---|---|---|
| NOTE DATE | 11/25/97 | CUR BRANCH | 00525 |
| TERM | 61 | CUR TYPE | 0036 |
| INTEREST RATE | .08500 | CUR DEALER | 000000 |
| DOLLAR DAY RATE | 10.4166 | | |
| STOP ACCRUAL CODE | 0 | | |
| CURRENT BALANCE | 44,852.76 | | |
| LATE CHARGES BALANCE | 0.00 | | |
| INTEREST EARNED UNCOLLCTD | 0.00 | | |
| CDI PREM EARNED UNCOLLCTD | 0.00 | | |
| LI PREM EARNED UNCOLLCTD | 0.00 | | |
| MISCELLANEOUS FEES | 0.00 | | |
| OTHER CHARGES | 0.00 | | |
| DAYS SINCE LAST ACCRUAL | 14 | | |
| CURRENT PAYOFF AMOUNT | 44,998.59 | | |
| CUR.PAYOFF-GOOD THRU DATE | 10/23/00 | | |

```
**********************************
* TO REQUEST A PROJECTED PAYOFF  *
* FOR A FUTURE DATE, ENTER DATE: *
*                                *
*        ______ AND PRESS ENTER. *
*    MMDDYY                      *
*                                *
* THE FUTURE DATE CAN NOT BE     *
* GREATER THAN 11/23/00          *
**********************************
```

COLLATERAL DESCRIPTION
X CMN DTD 11-25-97 100M

# SUMMARY REPORT OF THE PROPERTY LOCATED AT 4801 NEYREY DRIVE METAIRIE, LA 70002

as of

AUGUST 8, 1997

for

FIDELITY HOMESTEAD ASSOCIATION

CAB # 500909

by

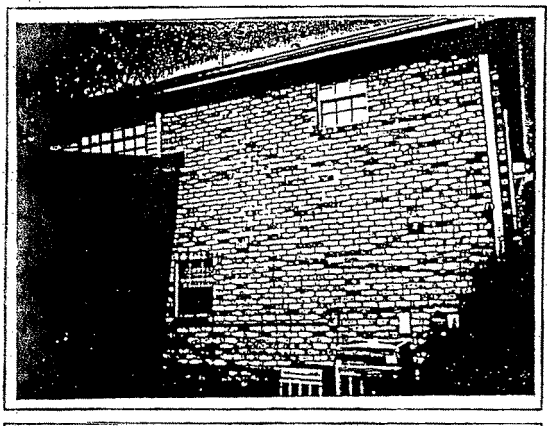
CENTRAL APPRAISAL BUREAU, INC.

4403 Zenith Street
Metairie, LA 70001

# PHOTOGRAPH ADDENDUM

Borrower M/M Gabriel Porteous, Jr.
Property Address 4801 Neyrey Drive
City Metairie County Jefferson State La Zip Code 70002
Lender Fidelity Homestead Association

FRONT OF
SUBJECT PROPERTY



REAR OF
SUBJECT PROPERTY

STREET SCENE

JC202383

COMPLETE APPRAISAL ANALYSIS - SUMMARY APPRAISAL REPORT
UNIFORM RESIDENTIAL APPRAISAL REPORT File No. 600909

**Property Description**

Property Address 4801 Neyrey Drive City Metairie State La Zip Code 70002
Legal Description Square 11, Lot 22, Neyrey Park, Ext. # 4 County Jefferson
Assessor's Parcel No. N/A Tax Year N/A R.E. Taxes $ N/A Special Assessments $ N/A
Borrower M/M Gabriel Porteous, Jr. Current Owner Same Occupant: [X] Owner [ ] Tenant [ ] Vacant
Property rights appraised [X] Fee Simple [ ] Leasehold Project Type [ ] PUD [ ] Condominium (HUD/VA only) HOA$ N/A Mo.
Neighborhood or Project Name Metairie Map Reference MLS-14 Census Tract 202.03
Sale Price $ N/A Date of Sale Current Description and $ amount of loan charges/concessions to be paid by seller N/A
Lender/Client Fidelity Homestead Assn. Address
Appraiser Brent Boulmay, SRA Address Central Appraisal Bureau

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Location | | Urban | X | Suburban | | Rural | Predominant occupancy | Single family housing Price $ (000) | Age (yrs) | Present land use % | Land use change | | |
| Built up | X | Over 75% | | 25-75% | | Under 25% | | | | One Family 97 | [X] Not Likely | [ ] Likely | |
| Growth Rate | | Rapid | X | Stable | | Slow | X Owner | 135 Low | 0 | 2-4 family | [ ] In process | | |
| Property values | | Increasing | X | Stable | | Declining | Tenant | 650 High | 33 | Multi-family | Tax | | |
| Demand/supply | | Shortage | X | In balance | | Over supply | X Vacant (0-5%) | Predominant | | Commercial | | | |
| Marketing time | | Under 3 mos. | X | 3-6 mos. | | Over 6 mos. | Vacant (over 5%) | 225 | 18 | Vac/Rec.3 | | | |

Note: Race and the racial composition of the neighborhood are not appraisal factors.

Neighborhood boundaries and characteristics: Lake Pontchartrain (North), West Esplanade Ave. (South), Causeway Blvd. (East), Suburban Canal (West).

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): Subject is located in a well developed residential area of Metairie north of West Esplanade Ave and west of Causeway Blvd. Improvements consist mainly of medium to large, one & two story residences which are generally well maintained and some remodeled. The subject is located in close proximity to most conveniences. Most homes in the area appear to be generally well maintained and custom built.

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time — such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): Conventional, VA and FHA financing are readily available. Some closing costs and points are paid by sellers. Market rates range from 7 % to 8 1/4 %. Marketing time has somewhat decreased due to the single digit interest rates. Area has a history of average to good appeal and marketability.

Project information for PUDs (if applicable) — Is the developer/builder in control of the Home Owners' Association (HOA)? [ ] Yes [X] No
Approximate total number of units in the subject project N/A. Approximate total number of units for sale in the subject project N/A.
Describe common elements and recreational facilities: N/A

Dimensions 44.56/16.12/60 X 90/82.82 Topography Basically level
Site area 5,300 square feet +/- Corner Lot [ ] Yes [X] No Size Typical for the area
Specific zoning classification and description R-1A Single Family Residential Shape Irregular
Zoning compliance [X] Legal [ ] Legal nonconforming (Grandfathered use) [ ] Illegal [ ] No zoning Drainage Appears adequate
Highest & best use as improved: [X] Present use [ ] Other use (explain) View Other residences

| Utilities | Public | Other | Off-site Improvements | Type | Public | Private |
|---|---|---|---|---|---|---|
| Electricity | X | | Street | Concrete | X | |
| Gas | X | | Curb/gutter | Concrete | X | |
| Water | X | | Sidewalk | Concrete | X | |
| Sanitary sewer | X | | Street lights | Yes | X | |
| Storm sewer | X | | Alley | None | | |

Landscaping Typical for the area.
Driveway Surface Concrete Pad
Apparent easements See Survey
FEMA Special Flood Hazard Area [X] Yes [ ] No
FEMA Zone "AE" Map Date 3/23/95
FEMA Map No. FIRM # 22051 C 0045 F

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): No adverse easements or encroachments observed from the submitted survey. Soil conditions appear normal for the area. The special flood hazard area appears accepted in this market.

| GENERAL DESCRIPTION | | EXTERIOR DESCRIPTION | | FOUNDATION | | BASEMENT | | INSULATION | |
|---|---|---|---|---|---|---|---|---|---|
| No. of Units | One | Foundation | Poured Concrete | Slab | Yes | Area Sq. Ft. | | Roof | |
| No. of Stories | Two | Exterior Walls | Brick/Vinyl | Crawl Space | N/A | % Finished | N/A | Ceiling | X |
| Type (Det./Att.) | Detached | Roof Surface | Asphalt Shng. | Basement | N/A | Ceiling | N/A | Walls | Conc. X |
| Design (Style) | Two Story | Gutters & Downspts. | Aluminum | Sump Pump | N/A | Walls | N/A | Floor | |
| Existing/Proposed | Existing | Window Type | Wood/Alum | Dampness | None Noted | Floor | N/A | None | |
| Age (Yrs.) | 21yrs. +/- | Storm/Screens | Yes | Settlement | None Noted | Outside Entry | N/A | Unknown | |
| Effective Age (Yrs.) | 8-10 | Manufactured House | N/A | Infestation | None Noted | | | Average | |

| ROOMS | Foyer | Living | Dining | Kitchen | Den | Family Rm. | Rec. Rm. | Bedrooms | # Baths | Laundry | Other | Area Sq. Ft. |
|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Basement | | | | | | | | | | | | |
| Level 1 | 1 | 2 | 1 | 2 | 1 | | 1 | 1 | 1.1 | | Bkft. | 2,317 |
| Level 2 | | | | | | | | 4 | 2 | | | 1,273 |

Finished area above grade contains: 13 Rooms; 5 Bedroom(s); 3.1 Bath(s); 3,590 Square Feet of Gross Living Area

| INTERIOR | | HEATING | | KITCHEN EQUIP. | | ATTIC | | AMENITIES | | CAR STORAGE: | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| Materials/Condition | | Type | Central | Refrigerator | | None | | Fireplace(s) # | X | None | X |
| Floors | Carpet/Vinyl/Cerm. | Fuel | Gas | Range/Oven | X | Stairs | | Patio | | Garage | # of cars |
| Walls | Wlp/Panel/Drywall | Condition | Average | Disposal | X | Drop Stair | X | Deck | | Attached | |
| Trim/Finish | Wood/Good | COOLING | | Dishwasher | X | Scuttle | X | Porch | X | Detached | |
| Bath Floor | Ceramic/Cpt/Vin. | Central | Yes | Fan/Hood | X | Floor | | Fence | X | Built-In | |
| Bath Wainscot | WLP/Sm.Marble | Other | N/A | Microwave | | Heated | | Pool | | Carport | |
| Doors | Wood/Good Raised panel | Condition | Average | Washer/Dryer | | Finished | | | | Driveway | Yes |

Additional features (special energy efficient items, etc.): Crown molding, security alarm, wet bar, leaded glass entry door, good quality millwork, some 10' ceilings, intercom, fence, paving, site.

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: Two Story style residence which appears well maintained & in good/average condition as compared to surrounding neighborhood improvements. Floor and wall cover updating and kitchen remodeling are evident. Guest Suite and Rec. Room are approximately 13 years old.

Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No environmental hazards were observed or suspected by the appraise

600909

# COMPLETE APPRAISAL ANALYSIS - SUMMARY APPRAISAL REPORT
## UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 600909

**Valuation Section**

ESTIMATED SITE VALUE ..... = $ 105,000

ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:

| | | | |
|---|---|---|---|
| Dwelling | 3,590 Sq. Ft @ $ 53.00 | = $ | 190,270 |
| | Sq. Ft @ $ | = | |
| Porch | | = | 4,000 |
| Garage/Carport | Sq. Ft @ $ | = | |
| Total Estimated Cost New | | = $ | 194,270 |
| Less Physical / Functional / External | | | |
| Depreciation | 29,000 | = $ | 29,000 |
| Depreciated Value of Improvements | | = $ | 165,270 |
| "As-is" Value of Site Improvements | | = $ | 3,000 |
| INDICATED VALUE BY COST APPROACH | (273,500) | = $ | 273,270 |

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation, and for HUD, VA and FmHA, the estimated remaining economic life of the property): Cost figures are derived from 1) Marshall & Swift Residential Cost Service adjusted to the local market. 2) abstracted costs from area new construction and 3) other local sources. See addendum for gross living area calculations.

| ITEM | SUBJECT | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3 |
|---|---|---|---|---|
| Address | 4801 Neyray Drive | 4701 Gary Mikal Ave. | 4640 Taft Park | 4501 Taft Park |
| Proximity to Subject | | 1/2 mile +/- | 1/2 mile +/- | 1/2 mile +/- |
| Sales Price | $ N/A | $ 261,200 | $ 278,000 | $ 305,000 |
| Price/Gross Liv. Area | $ N/A ☐ | $ 92.89 ☐ | $ 77.39 ☐ | $ 98.39 ☐ |
| Data and/or Verification Sources | Inspection | UNO Data/Multi List Deedfax | Deedfax/Multi List Office Files | Multi List Deedfax |

| VALUE ADJUSTMENTS | DESCRIPTION | DESCRIPTION | + (-) $ Adjustment | DESCRIPTION | + (-) $ Adjustment | DESCRIPTION | + (-) $ Adjustment |
|---|---|---|---|---|---|---|---|
| Sales or Financing Concessions | | Conventional Sale | | Conventional Sale | | Cash Sale | |
| Date of Sale/Time | Current | 2/20/97 | | 4/30/97 | | 6/23/97 | |
| Location | Average/Good | Similar | | Similar | | Similar | |
| Leasehold/Fee Simple | Fee Simple | Fee Simple | | Fee Simple | | Fee Simple | |
| Site | Avg 60x90/83 | 70x120 | -8,000 | 60x114 | | 88x110 | -22,000 |
| View | Average | Similar | | Similar | | Similar | |
| Design and Appeal | Two Story | Two Story | | Two Story | | Two Story | |
| Quality of Construction | Average/Good | Similar | | Similar | | Superior | -10,000 |
| Age | 21yrs. +/- | 23yrs. +/- | | 21yrs. +/- | | 25yrs. +/- | |
| Condition | Good/Average | Similar | | Similar | | Similar | |
| Above Grade Room Count (Total / Bdrms / Baths) | 13 / 5 / 3.1 | 9 / 4 / 2.1 | +3,000 | 9 / 4 / 2.1 | +3,000 | 10 / 4 / 4 | -2,000 |
| Gross Living Area | 3,590 Sq. Ft. | 2,812 Sq. Ft. | +19,500 | 3,592 Sq. Ft. | | 3,100 Sq. Ft. | +12,500 |
| Basement & Finished Rooms Below Grade | N/A<br>N/A | N/A<br>N/A | | N/A<br>N/A | | N/A<br>N/A | |
| Functional Utility | Average | Average | | Average | | Average | |
| Heating/Cooling | Cent./Cent. | Cent./Cent. | | Cent./Cent. | | Cent./Cent. | |
| Energy Efficient Items | Average | Average | | Average | | Average | |
| Garage/Carport | Parking Pad | 2 Garage | -6,000 | 2 Garage | -6,000 | 2 Garage | -6,000 |
| Porch, Patio, Deck, Fireplace(s), etc. | Porch Fireplace | Pool/Super. Site Improv. | -7,000 | Pool/Super. Site Improv. | -8,000 | Pool/Super. Site Improv. | -8,000 |
| Fence, Pool, etc. | Fence/Site | Similar | | Similar | | Similar | |
| Builtins | Extras | Similar | | Similar | | Similar | |
| Net Adj. (total) | | ☒ + ☐ - $ | 1,500 | ☐ + ☒ - $ | 11,000 | ☐ + ☒ - $ | 35,500 |
| Adjusted Sales Price of Comparable | | $ | 262,700 | $ | 267,000 | $ | 269,500 |

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): All three comparables are recent sales of similar properties located in close proximity to the subject. All are given consideration and are considered to be current and reliable indicators of value. The subject property is compatible with surrounding neighborhood improvements. Site adjustments consider the estimated market reaction to lot width, depth & overall utility. Market data indicates an adjusted value range from $262,700 to $269,500. See addendum.

| ITEM | SUBJECT | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3 |
|---|---|---|---|---|
| Date, Price and Data Source, for prior sales within year of appraisal | See F.I.R.R.E.A. Addendum | N/A | N/A | N/A |

Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: See F.I.R.R.E.A. addendum.

INDICATED VALUE BY SALES COMPARISON APPROACH ..... $ 266,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent $ N/A /Mo. x Gross Rent Multiplier N/A = $ N/A

This appraisal is made ☒ "as is" ☐ subject to the repairs, alterations, inspections or conditions listed below ☐ subject to completion per plans and specifications.

Conditions of Appraisal: Single family dwellings are seldom purchased for income producing purposes. Therefore, the Income Approach to value lacks good rationale & is not used in this report.

Final Reconciliation: The Market Data Analysis was considered the best indicator of value as it best reflects buyer-seller reaction to this market. Cost Approach is given little weight due to the difficulty in estimating cost new and accrued depreciation.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/Fannie Mae Form 1004B (Revised ).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF August 8, 1997 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE $ 266,000

| APPRAISER: | SUPERVISORY APPRAISER (ONLY IF REQUIRED): |
|---|---|
| Signature | Signature ☐ Did ☐ Did Not Inspect Property |
| Name Brent Boulmay, SRA | Name |
| Date Report Signed August 8, 1997 | Date Report Signed |
| State Certification # 0261 State La | State Certification # State |

600909

## ADDITIONAL COMMENTS

Borrower M/M Gabrial Porteous, Jr.
Property Address 4801 Neyrey Drive
City Metairie County Jefferson State La Zip Code 70002
Lender Fidelity Homestead Association

### COMMENTS ON SALES COMPARISON

Quality adjustment takes into consideration differences in both exterior and interior building materials, trim and craftsmanship. Size adjustments are based on a diminished cost per square foot differential with consideration given to room count and overall utility. All other adjustments are based on the estimated market reaction to the presence or lack of varying auxiliary amenities and not based on the estimated cost of those items. Comparables used are the most recent known to the appraiser where all necessary data needed to facilitate proper adjustments were available.

File No. 600909

# LIVING AREA CALCULATION ADDENDUM

Borrower: M/M Gabriel Porteous, Jr.
Property Address: 4801 Neyrey Drive
City: Metairie County: Jefferson State: La Zip Code: 70002
Lender: Fidelity Homestead Assn.

**GROSS LIVING AREA (GLA) 3,590 sf**

| Area(s) | Square Footage |
|---|---|
| Basement | sf |
| Level 1 | 2,317 sf |
| Level 2 | 1,273 sf |
| Level 3 | sf |
| Car Stg | sf |
| Other | sf |

| Area Measurements | | | | | Area | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Measurements | | Factor | Total | | Basement | 1 | 2 | 3 | Car Stg | Other |
| 28.5 | 32 | 1 | 912.00 | | | | X | | | |
| 19.5 | 18.5 | 1 | 360.75 | | | | X | | | |
| | | | | | | | | | | |
| 30 | 20 | 1 | 600.00 | | | X | | | | |
| 7 | 1.3 | 1 | 9.10 | | | X | | | | |
| 1.3 | 5.7 | 1 | 7.41 | | | X | | | | |
| 48 | 32 | 1 | 1,536.00 | | | X | | | | |
| 20.5 | 8 | 1 | 164.00 | | | X | | | | |

JC202387

# FIRREA ADDENDUM

600509

Borrower M/M Gabriel Porteous, Jr.

Property Address 4801 Neyrey Drive

City Metairie County Jefferson State La Zip Code 70002

Lender/Client Fidelity Homestead Association

## Purpose of the Appraisal

The purpose of the appraisal is to estimate the market value of the subject property as defined herein.

## Scope of the Appraisal

The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of conformation, if available. The sources and data are considered reliable. Cost figures are derived from cost services, market abstractions from area new construction and by the appraiser's knowledge of the local market. Physical depreciation, if any, is based on the effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addendums.

## Report of the prior year sales history for the subject property

Is the subject property currently listed? [ ] Yes [X] No List Price: $ N/A

Has the property sold during the prior year? [ ] Yes [X] No If yes, describe below

According to the data utilized in preparing the report, the property has not transferred within the past 12 months.

## Marketing time

What is your estimate of marketing time for the subject property? 3 to 6 months Describe below the basis (rationale) for your estimate?

The estimated marketing time is derived from statistical data published on a quarterly basis by the Multi-List Service affiliated with the New Orleans Metropolitan Association of Realtors, Inc. for the subject area, and in consideration of factors otherwise stated in the accompanying appraisal report that are specific to the subject property. This marketing time is dependent on the subject property being actively and aggressively marketed by a professional manager or real estate agent. This marketing time is also dependent on the local economy not deteriorating and the supply of "for sale" properties not substantially increasing during this marketing period. See additional comments below.

## Non-real property transfers

Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? [ ] Yes [X] No

If yes, provide description and valuation below.

Physical depreciation has been calculated by dividing the estimated effective age of the subject by the typical total economic life assigned.

## Additional Comments

The majority of what is known as the "Greater New Orleans Area" is surrounded by water or wetlands, which restricts the availability of vacant land that can be developed for construction. This factor has been intensified by the recent Wetlands Act, which further restricts land use in this general area. The restriction of vacant land coupled with the predictable forces of supply and demand result in a continuing escalation of land values in the already developed areas. This escalation is especially prevalent in higher demand residential areas such as the subject's area. Land to value ratios of 50% or greater are not unusual in many New Orleans areas, and these ratios are readily accepted by the buying market.

## Additional Certification

1. The acceptance of this appraisal assignment by the appraiser was not based on a requested minimum valuation, a specified valuation, or an approval of the loan.
2. The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result of the occurrence of a subsequent event.
3. This appraisal has been prepared to conform with the Uniform Standards of Professional Appraisal practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, except the Departure Provision, unless otherwise stated below.
4. The appraiser has disclosed within this appraisal report, or below, all steps taken that were necessary or appropriate to comply with the Competency provision of the USPAP.

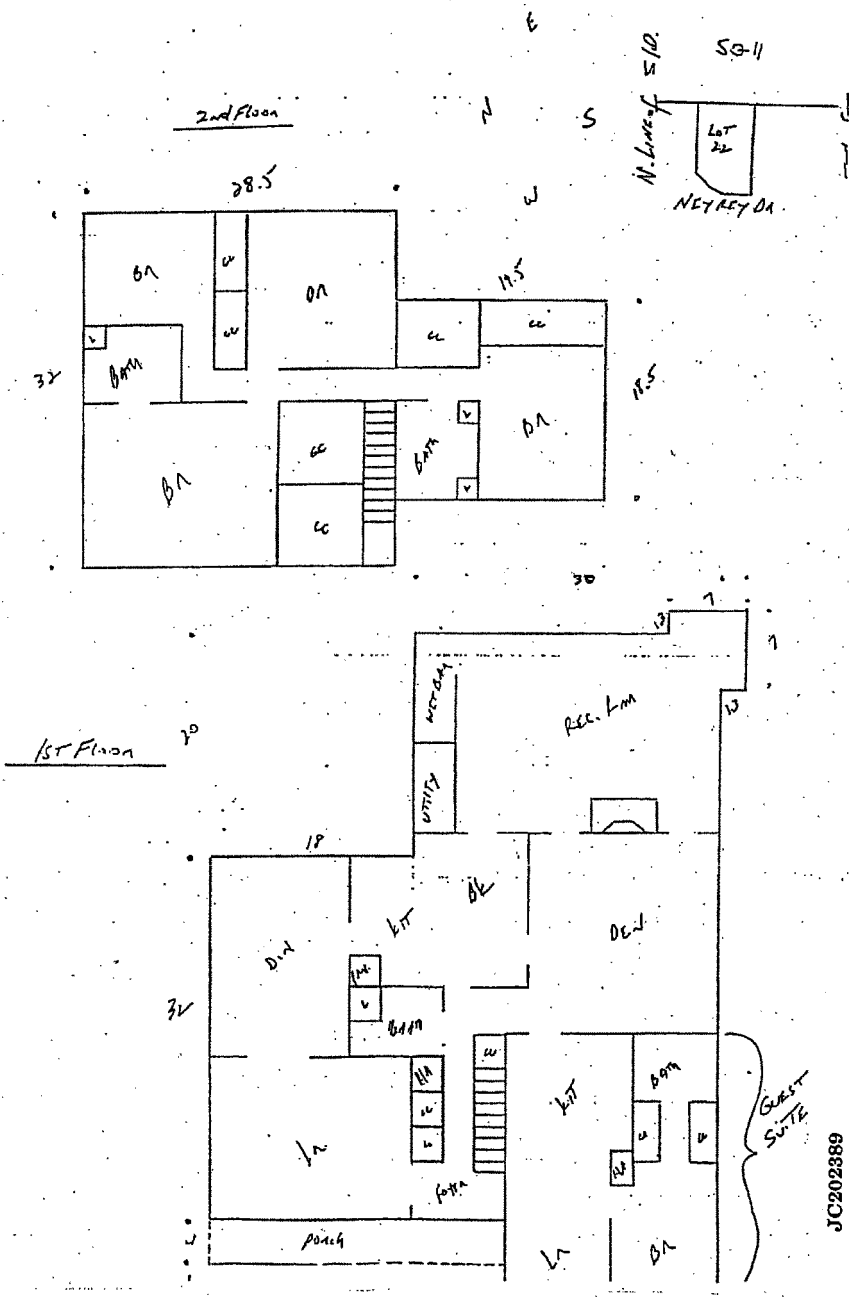
The Appraiser certifies and agrees that: Analyses, opinions and conclusions herein stated were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), and in accordance with the regulations developed by the Lenders Federal Agency as required by FIRREA. COMPETENCY PROVISION: The appraiser has completed previous appraisals of similar type properties.

CONTINUING EDUCATION STATUS: AS of the date of this report, I, Brent F. Boulmay, have completed the requirements under the continuing education program of the Appraisal Institute.

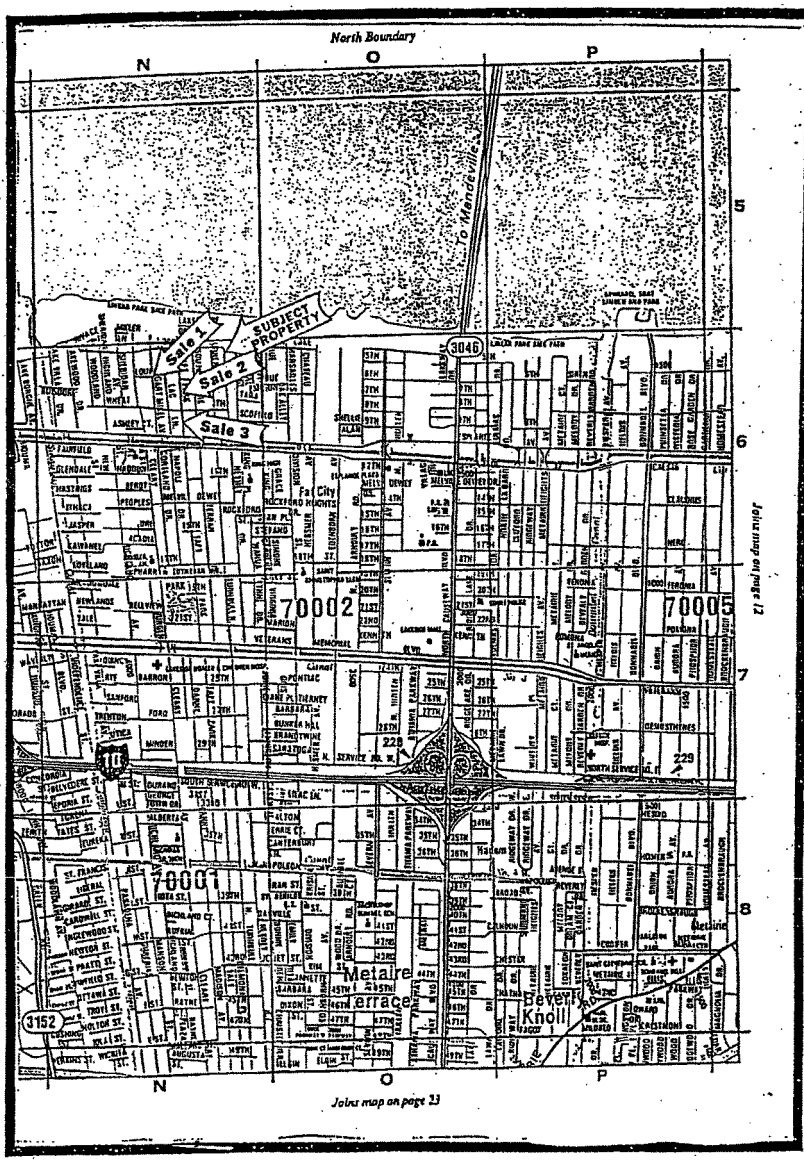
Date: August 8, 1997 Appraiser(s): Brent Boulmay, SRA

600909 8/8/97
4801 NEYREY DR

CARTHAGE ST

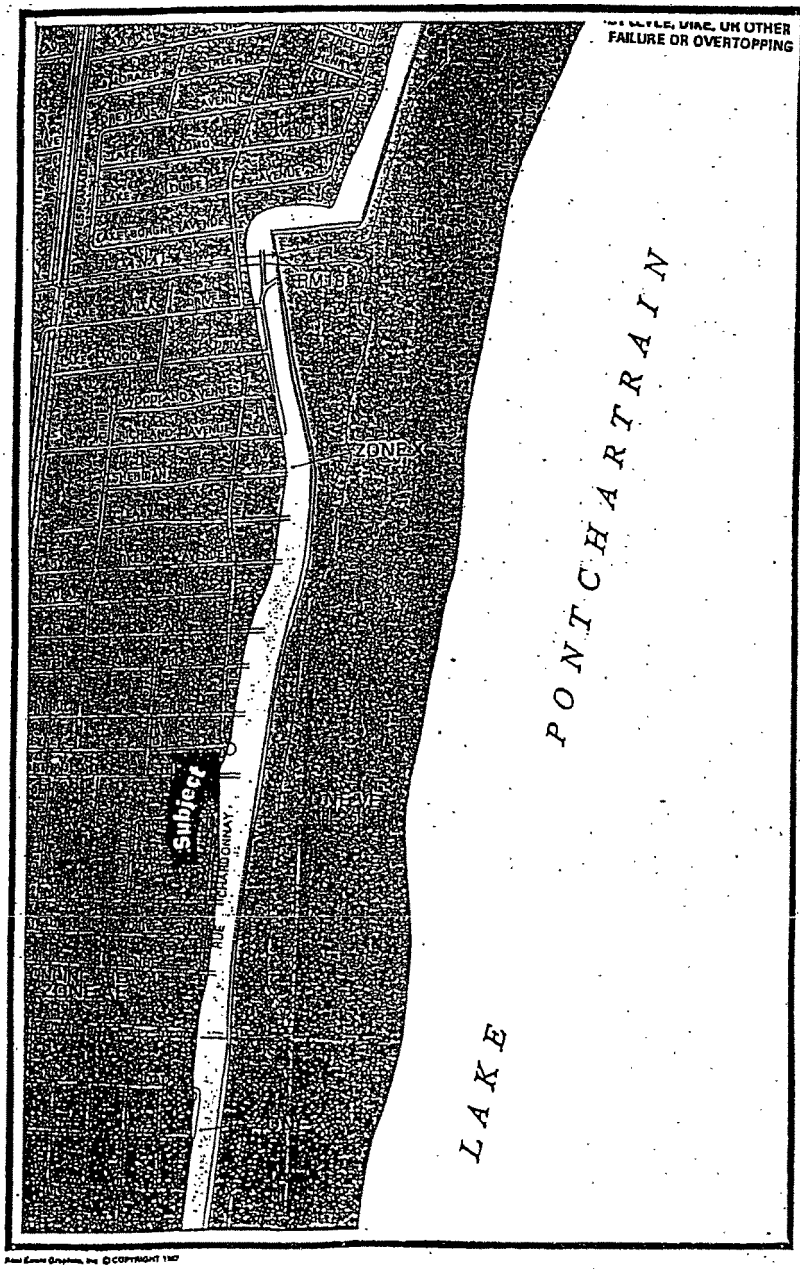



JC202389




Comparable Market Data

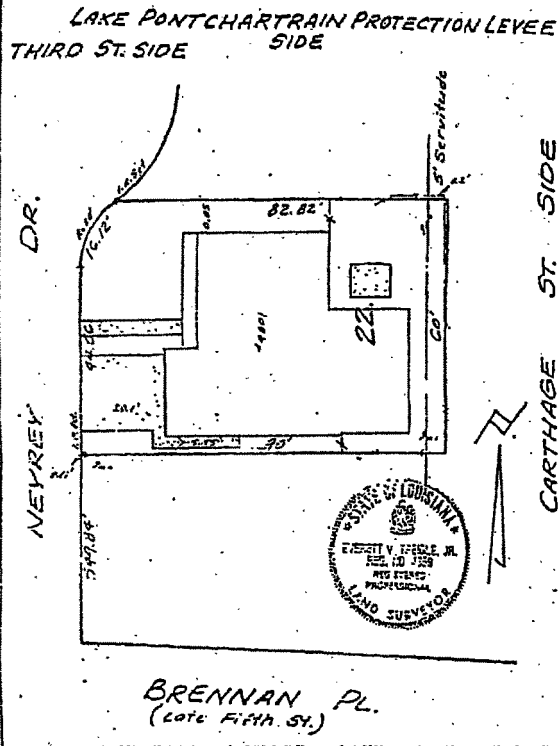
JC202390




Flood Zone Map

JC202391

Sq. 11, NEYREY PARK, EXT. No 4
JEFFERSON PARISH, LA.




THE DENTITUDES AND DESCRIPTIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN DESCRIPTION PURCHASED. NO AND THERE IS NO REPRESENTATION THAT ALL APPLICABLE DENTITUDES AND DESCRIPTIONS ARE SHOWN HEREON. THE INVESTOR WAS MADE NO TITLE SEARCH OR PUBLIC RECORD SEARCH IN COMPILING THE DATA FOR THIS SURVEY

THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP INDICATES THAT THE ABOVE DESCRIBED PROPERTY IS LOCATED IN FOR ZONE "B"

Date: September 19, 1993 Scale: 1"=30'

Surveyed in accordance with the Louisiana "Minimum Standards for property boundary surveys" for a Class "C" survey.
Made at the request of Messrs Gabriel T. Porteous, Jr.

Gilbert, Kelly & Couturie, Inc. Surveying & Engineering
2121 N. Causeway Blvd. Metairie LA 70001

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QUALIFICATIONS
OF
BRENT BOULMAY, SRA

EDUCATION

1968 Brother Martin High School
(Formerly Cor Jesu)

1971 University of New Orleans
B. A. Degree

REAL ESTATE APPRAISAL SEMINARS & SEMINARS COMPLETED:

Course 101 - Appraising Real Property, Society of Real Estate Appraisers (1978)
Course 102 - Applied Residential Property Valuation, Society of Real Estate Appraisers (1987)
Report Writing Seminar - Society of Real Estate Appraisers (1981)
R-2 Examination - society of Real estate Appraisers (1981)
Cost Analysis - Marshall and Swift Valuation Service (1985)
Uniform Residential Appraisal Report Seminars - Society of Real Estate Appraisers (1987)
F.N.M.A. REO Property Seminar - F.N.M.A. (1987)
Professional Practice Seminar - Society of Real Estate Appraisers (1989)
Louisiana Appraiser Certification - Residential Seminar, S.R.E.A. (1990)
Louisiana Residential Certification Test - Louisiana Real Estate Commission (1990)
Small Residential Income Property Appraisal Report - Society of Real Estate Appraisers (1990)
Appraising Residential, Multi-family & Commercial Properties - University of New Orleans Real Estate Market Data Center (1991)
Wetlands and the Effects on the Real Estate Industry - University of New Orleans Real Estate Market Data Center (1991)
Feasibility Analysis and Highest and Best Use - Residential Properties - Appraisal Institute (1991)
Standards of Professional Practice Part A & B - Appraisal Institute - (1993)
Louisiana Appraiser Certification - Law, Regulation and Appraisal Practice - Louisiana Real Estate Commission (1993)
Introduction to the New URAR Appraisal Report - Louisiana Chapter of the Appraisal Institute (1993)
American with Disabilities Act - University of New Orleans Real Estate Market Data Center (1993)
Real Estate Information Networks - University of New Orleans Real Estate Market Data Center (1995)
Real Estate Trends - University of New Orleans Real Estate Market Data Center (1995)
General Appraisal Principals and Certification Law Update - Louisiana Real Estate Commission (1995)
Taxation - Louisiana Real Estate Commission (1996)
Uniform Standards of Professional Appraisal Practice - University of New Orleans Real Estate Market Data Center (1996)

PROFESSIONAL DESIGNATIONS:

SRA (Senior Residential Appraiser) - Appraisal Institute
(formerly Society of Real Estate Appraisers)

PARTIAL LIST OF CLIENTS:

Resolution Trust Corporation (RTC)
Hibernia National Bank
First National Bank of Commerce
First National Mortgage Association (FNMA)
Local Savings & Loan Institutions
Numerous Attorneys / Individuals

SCOPE OF APPRAISAL ASSIGNMENTS:

Single Family Residences
Vacant Land
Two to Ten Unit Family Residences
Condominiums
Condominium Conversions

CERTIFICATION:

I am currently certified under the Continuing Education program of the Appraisal Institute through December, 1997

Louisiana State Certified Residential Real Estate Appraiser #0261

PROFESSIONAL EXPERIENCE:

Staff Appraiser since 1977; Central Appraisal Bureau, Inc.

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.

3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.

6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.

10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

JC202394

File No. 600909

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.

2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.

3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.

4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.

5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.

6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.

7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.

8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.

9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

**ADDRESS OF PROPERTY APPRAISED:** 4801 Neyrey Drive

| **APPRAISER:** | **SUPERVISORY APPRAISER** (only if required): |
|---|---|
| Signature: | Signature: |
| Name: Brent Bonhmay, SRA | Name: |
| Date Signed: August 8, 1997 | Date Signed: |
| State Certification #: 0261 | State Certification #: |
| or State License #: N/A | or State License #: |
| State: LA | State: |
| Expiration Date of Certification or License: December 31, 1998 | Expiration Date of Certification or License: |
| | ☐ Did ☐ Did Not Inspect Property |

JC202395

**Bank One**

*Private Banking*
*3420 Severn Avenue, 3rd Floor*
*Metairie, LA 70002*

*Telephone (504) 456-3355*
*Fax (504) 456-3345*
*Watts 1-800-462-9511*

# TELEFAX TRANSMISSION

DATE: October 23, 2000

TO: Judge Gabriel Porteous

FAX #: 589-2444

FROM: Audra Richard

COMMENTS:

Per your request, attached is the payoff information on your installment loan which also shows the per diem of $10.42.

Please don't hesitate to call if you need further assistance.

THIS ENTIRE FACSIMILE TRANSMISSION MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS GOVERNED BY STATE AND FEDERAL PRIVACY LAW. THE INFORMATION IS INTENDED FOR THE ADDRESSEE NAMED ABOVE. IF YOU ARE NOT THE NAMED ADDRESSEE, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY IN ORDER TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

NUMBER OF PAGES (INCLUDING COVER SHEET) 2

If you have any problems receiving this fax, please contact

Audra Richard at (504) 456-3355

ACCOUNT [redacted] NAME PORTEOUS SIMPLE INTEREST

BANKSERV INSTALMENT LOAN ON LINE
PAYOFF DATA INQUIRY

| | |
|---|---|
| NOTE DATE | 11/25/97 |
| TERM | 61 |
| INTEREST RATE | .08500 |
| DOLLAR DAY RATE | 10.4166 |
| STOP ACCRUAL CODE | 0 |
| CURRENT BALANCE | 44,852.76 |
| LATE CHARGES BALANCE | 0.00 |
| INTEREST EARNED UNCOLLCTD | 0.00 |
| CDI PREM EARNED UNCOLLCTD | 0.00 |
| LI PREM EARNED UNCOLLCTD | 0.00 |
| MISCELLANEOUS FEES | 0.00 |
| OTHER CHARGES | 0.00 |
| DAYS SINCE LAST ACCRUAL | 14 |
| CURRENT PAYOFF AMOUNT | 44,998.59 |
| CUR.PAYOFF-GOOD THRU DATE | 10/23/00 |

CUR BRANCH 00525
CUR TYPE 0036
CUR DEALER 000000

```
*********************************
* TO REQUEST A PROJECTED PAYOFF *
* FOR A FUTURE DATE, ENTER DATE: *
*                               *
*        ______ AND PRESS ENTER. *
*    MMDDYY                     *
*                               *
* THE FUTURE DATE CAN NOT BE    *
* GREATER THAN 11/23/00         *
*********************************
```

COLLATERAL DESCRIPTION
X CMN DTD 11-25-97 100M

CUSTOMER PROFILE - RELATED CUSTOMERS & ACCOUNTS NEXT PAGE 1

BASE 001 CUST# [redacted]
NAME/ADDRESS GABRIEL THOMAS PORTEOUS JR 000
4801 NEYREY DR
METAIRIE LA 70002-1426

| | | | |
|---|---|---|---|
| STATUS | OPEN | SOC SEC NO | [redacted] |
| DATE OPENED | 11-14-1998 | HOME PHONE | 504-455-5879 |
| DATE CLOSED | | BUS PHONE | 504-589-2448 |
| BRANCH | 0053246 | PRIM OFFICER | |
| PROFILE CENTER | | PROFILE DATE | |

| BNK | APPL | ACCOUNT NUMBER | S | OPENED | CLOSED | P | RELATIONSHIP | C | TYPMSRA |
|---|---|---|---|---|---|---|---|---|---|
| 552 | CM | [redacted] | O | 11-14-98 | | P | SOLE OWNER | 5 | *@ |
| 552 | DP | | O | 05-04-89 | | P | JOINT (OR) | N | 2200G** |
| 552 | KL | | O | 12-03-97 | | P | SOLE OWNER | | 034 ** |
| 552 | VCC | | O | 08-22-83 | | P | SOLE OWNER | | ** |

LAST PAGE

RMA
RISK MANAGEMENT ALTERNATIVES, INC.
*Formerly known as National Credit Services Corporation*
8400 West 110th Street • Overland Park, KS 66210-2300
P.O. Box 4018 • Reynoldsburg, OH 43068-9018

March 16, 2001

K004203971/0040/73-001038
G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

Creditor: CITICORP BANKCARDS CLASSIC VS
Account #: [redacted]
Acct Date: 03/15/01
Amount Due: $25,667.42

Dear G THOMAS PORTEOUS

The above referenced account has been forwarded to our office for the collection of the balance in full. Our client has attempted to resolve this debt with you, however, as of this date it appears as though your decision was to ignore all previous attempts at a voluntary resolution of this problem.

Our client has authorized us to resolve this matter with you. We would certainly recommend that you take advantage of the opportunity, while we are extending this courtesy, and pay the balance in full.

Please remit the balance in full by return mail.
ACCOUNT MANAGER
888-211-8133

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. We are a debt collector, attempting to collect a debt and any information obtained will be used for that purpose.

CHASE

ACCOUNT NUMBER: [redacted]

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 04/03/01 | $11,284.99 | $2,934.99 |

Enter Amount Enclosed in Boxes Below

$

Please make check or money order payable to: CHASE PLATINUM MASTERCARD.

Print change of address and telephone number:

New Address: _____

Telephone: ( )

009047

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

[redacted]

Please detach at perforation and return with your payment.

CHASE

Chase Platinum MasterCard®
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $11,284.99 | 04/03/01 | 03/09/01 | 29 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $0 | $6,000 | $0 |

## Here is your Account Summary:

| | | TOTAL |
|---|---|---|
| | Previous Balance | $11019.39 |
| (-) | Payments, Credits | 0.00 |
| (+) | Purchases, Cash, Debits | 58.00 |
| (+) | FINANCE CHARGES | 207.60 |
| (=) | New Balance | 11284.99 |
| | Minimum Due | 225.00 |
| | Past Due - Pay Immediately | 1425.00 |
| | Over Line - Pay Immediately | 1284.99 |
| | Minimum Payment Due | $2934.99 |

THE EASIEST WAY TO PAY
PAY THE BILL BY TELEPHONE
IT'S FAST AND EASY. CALL THE
NUMBER ON THIS STATEMENT
FOR MORE DETAILS

## Your charges and credits at a glance:

| TRAN. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| | 03/09 | | OVERLIMIT FEE | | 29.00 |
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 0.00 | 58.00 |

FAILURE TO MAKE PAYMENT HAS DAMAGED YOUR CREDIT RATING. HOWEVER, WE WANT TO WORK WITH YOU TO REBUILD YOUR CREDIT. CALL TODAY TO GET STARTED.

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | V 0.06436% | $4186.88 | $78.14 | $78.14 | 23.49% | 23.49% |
| Cash | V 0.06436% | $6936.37 | $129.46 | $129.46 | 23.49% | 23.49% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.

JC2D2400

NATIONWIDE CREDIT, INC.
3600 EAST UNIVERSITY DRIVE, SUITE B-1350, PHOENIX, AZ 85034-7296
(800) 267-9209

03/13/2001

RE: AMERICAN EXP TRAVEL RELATED SE, [redacted]
BAL: $11,855.57

This is to advise you that your past due debt with the above creditor has been placed with us for collection.

All future payments must be made directly to our office.

Your account is now past due and due in full. To settle the matter, you should send your payment for the above amount by check or money order. To be sure of proper credit, make your payment payable to AMERICAN EXP TRAVEL RELATED SE.

Your account balance may be periodically increased due to the addition of accrued interest or other charges if provided in your agreement with your creditor.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, that the debt, or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor.

PLEASE SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PO BOX 20664
PHOENIX, AZ 85036-0664

ID NUMBER: [redacted]
ACCOUNT NO: [redacted]
BALANCE DUE: $11,855.57
003/301/738

[illegible]
[illegible]
G T PORTEOUS JR
500 CAMP ST # SEC
NEW ORLEANS, LA 70130-3313

FOR PROPER CREDIT TO YOUR ACCOUNT RETURN THIS STUB IN THE ENCLOSED ENVELOPE WITH YOUR CHECK OR MONEY ORDER. BE SURE THAT OUR NAME AND ADDRESS APPEARS IN THE WINDOW.

☐ Change of address: Print New Address on Back

☐ Amount Enclosed: $ ☐☐☐☐☐☐☐☐

RE: AMERICAN EXP TRAVEL RELATED SE
00607701D

8016657

NATIONWIDE CREDIT, INC.
PO BOX 20664
PHOENIX, AZ 85036-0664

[redacted]

JC202401

BANK ONE

VISA

MasterCard

# Cardmember Statement

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

New Address or E-mail? Please see reverse side of form.

| ACCOUNT NUMBER | PAST DUE AMOUNT | NEW BALANCE | MINIMUM PAYMENT DUE | PAYMENT DUE DATE | WRITE AMOUNT OF PAYMENT |
|---|---|---|---|---|---|
| [redacted] | 164.00 | 6,757.42 | 332.00 | 10/28/00 | |

[redacted]

32

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS JR
500 CAMP ST
US DISTRICT COURT SECT T
NEW ORLEANS LA 70130-3313

24067

⑆5000160281⑆1086375294833 0⑈

1248

BANK ONE

CUSTOMER SERVICE
1-800-945-2006 (INSIDE US)
1-614-243-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.bankone.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

| ACCOUNT NUMBER | TOTAL CREDIT LINE | CASH ADVANCE CREDIT LINE† | AVAILABLE CREDIT | AVAILABLE PORTION FOR CASH ADVANCES | PAYMENT DUE DATE | CLOSING DATE |
|---|---|---|---|---|---|---|
| [redacted] | 7,100 | 7,100 | 342 | 342 | 10/28/00 | 10/03/00 |

## CARDMEMBER ACTIVITY SUMMARY

| TRANS. DATE | POST. DATE | REFERENCE NUMBER | MERCHANT NAME OR TRANSACTION DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 10/03 | 10/03 | | LATE FEE | 35.00 |
| 10/03 | 10/03 | | PERIODIC RATE *FINANCE CHARGE* | 124.31 |

HAVE YOU OVERLOOKED YOUR PAYMENT? IF YOU HAVE, PLEASE REMIT NOW.

| PREVIOUS BALANCE | + PURCHASES, FEES AND ADJUSTMENTS | + CASH ADVANCES | + FINANCE CHARGES | - PAYMENTS AND CREDITS | NEW BALANCE |
|---|---|---|---|---|---|
| 6,598.11 | 35.00 | 0.00 | 124.31 | 0.00 | 6,757.42 |

| FINANCE CHARGE SUMMARY | AVERAGE DAILY BALANCE | | DAILY PERIODIC RATE | CORRESPONDING ANNUAL PERCENTAGE RATE | PERIODIC FINANCE CHARGE |
|---|---|---|---|---|---|
| | CURRENT CYCLE | PREVIOUS CYCLE | | | |
| PURCHASES | 6,658.13 | 0.00 | .05835% | 21.30% | 124.31 |
| CASH | 0.00 | 0.00 | .05835% | 21.30% | 0.00 |

EFFECTIVE ANNUAL PERCENTAGE RATE 22.40% TOTAL PERIODIC FINANCE CHARGE 124.31

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.
† Cash Advance Credit Line may be a portion of your total Credit Line.
**See reverse side for important information including notice about annual renewal.**
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

BANK ONE

VISA MasterCard

# Cardmember Statemen

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

New Address or E-mail? Please see reverse side of form.

| ACCOUNT NUMBER | PAST DUE AMOUNT | NEW BALANCE | MINIMUM PAYMENT DUE | PAYMENT DUE DATE | WRITE AMOUNT OF PAYMENT |
|---|---|---|---|---|---|
| [redacted] | 0.00 | 6,598.11 | 164.00 | 09/26/00 | |

[redacted]

30

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS JR
500 CAMP ST
US DISTRICT COURT SECT T
NEW ORLEANS LA 70130-3313

21323

⑆5000160 28⑆ 1086375294833 0⑈

45AG

BANK ONE

CUSTOMER SERVICE
1-800-945-2006 (INSIDE US)
1-614-248-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.bankone.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

| ACCOUNT NUMBER | TOTAL CREDIT LINE | CASH ADVANCE CREDIT LINE† | AVAILABLE CREDIT | AVAILABLE PORTION FOR CASH ADVANCES | PAYMENT DUE DATE | CLOSING DATE |
|---|---|---|---|---|---|---|
| [redacted] | 7,100 | 7,100 | 501 | 501 | 09/26/00 | 09/01/00 |

CARDMEMBER ACTIVITY SUMMARY

| TRANS. DATE | POST. DATE | REFERENCE NUMBER | MERCHANT NAME OR TRANSACTION DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 08/17 | 08/17 | 7473161KN0297MKZJ | PAYMENT - THANK YOU | 170.00CR |
| 09/01 | 09/01 | | PERIODIC RATE *FINANCE CHARGE* | 115.84 |

| PREVIOUS BALANCE | + PURCHASES, FEES AND ADJUSTMENTS | + CASH ADVANCES | + FINANCE CHARGES | - PAYMENTS AND CREDITS | NEW BALANCE |
|---|---|---|---|---|---|
| 6,652.27 | 0.00 | 0.00 | 115.84 | 170.00 | 6,598.11 |

| FINANCE CHARGE SUMMARY | AVERAGE DAILY BALANCE CURRENT CYCLE | AVERAGE DAILY BALANCE PREVIOUS CYCLE | DAILY PERIODIC RATE | CORRESPONDING ANNUAL PERCENTAGE RATE | PERIODIC FINANCE CHARGE |
|---|---|---|---|---|---|
| PURCHASES | 6,617.71 | 0.00 | .05835% | 21.30% | 115.84 |
| CASH | 0.00 | 0.00 | .05835% | 21.30% | 0.00 |

EFFECTIVE ANNUAL PERCENTAGE RATE 21.30% TOTAL PERIODIC FINANCE CHARGE 115.84

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.
† Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

5630 IED 1 1 7 Page 1 of 1 3694 6000 57DL 0001 000901 OIGS5630 2132

JC202403

XRAT 001030 Page 1 of 1
SUD 6 EX 7 20
5524 0008 1289 0500 01AD5524 31384

Defending Liberty Pursuing Justice **AMERICAN BAR ASSOCIATION**

| Account Statement | Page 1 of 1 |
|---|---|
| Statement Closing Date | 10/30/00 |
| Account number | [redacted] |
| New balance | $16,981.47 |
| Past due amount | $1,295.00 |
| Minimum payment due | $2,616.47 |
| Payment due date | NOW DUE |

| Account Summary | |
|---|---|
| Previous balance | $16,630.37 |
| Payments and credits | $0.00 |
| Purchases and advances | $0.00 |
| FINANCE CHARGE | $322.10 |
| Debit adjustments | $29.00 |
| New balance | $16,981.47 |

| | |
|---|---|
| Credit Limit | $16,000 |
| Available Credit | $00 |
| Days in billing period | 31 |

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

MASTERCARD® FOR ABA MEMBERS

**Transactions**

| Trans | Post | Reference Number | Description | Amount |
|---|---|---|---|---|
| 10/30 | 10/30 | | LATE FEE | 29.00 |
| | | *FINANCE CHARGE* | PURCHASES $136.22 CASH ADVANCE $185.88 | 322.10 |

*An amount followed by a minus (-) is a credit or credit balance.*

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO PENNCRO COLLECTION SVCS.

**Finance Charge Information**

| | Average Daily Balance | Daily Periodic Rate | Nominal APR | Annual Percentage Rate (APR) | Transaction Fees | Finance Charge |
|---|---|---|---|---|---|---|
| Purchases | 7,098.91 | 0.06190% | 22.59% | 22.60% | 0.00 | 136.22 |
| Cash | 9,686.79 | 0.06190% | 22.59% | 22.60% | 0.00 | 185.88 |

*Please detach bottom portion and return with your payment in the enclosed envelope.*

***CITIBANK USA***

P.O. Box 15109
Wilmington, DE 19850-5109

*Make changes to address and phone number below:*

Address
City State Zip
Home phone
Business phone

PO BOX 6214
CAROL STREAM, IL 60197-6214

Account number [redacted]
New balance [redacted]
[redacted]

**Amount enclosed: $**

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST,SECTION T
NEW ORLEANS LA 70130-3313

31384

[redacted]

JC202404

SUD 6 EX 7 20 3
[redacted]

Defending Liberty Pursuing Justice

# AMERICAN BAR ASSOCIATION

| Account Statement | Page 1 of 1 |
|---|---|
| Statement Closing Date | 09/29/00 |
| Account number | [redacted] |
| New balance | $16,630.37 |
| Past due amount | $962.00 |
| Minimum payment due | $1,925.37 |
| Payment due date | NOW DUE |

| Account Summary | |
|---|---|
| Previous balance | $16,285.94 |
| Payments and credits | $0.00 |
| Purchases and advances | $0.00 |
| FINANCE CHARGE | $315.43 |
| Debit adjustments | $29.00 |
| New balance | $16,630.37 |

| | |
|---|---|
| Credit Limit | $16,000 |
| Available Credit | $00 |
| Days in billing period | 31 |

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

## MASTERCARD® FOR ABA MEMBERS

### Transactions

| Trans | Post | Reference Number | Description | Amount |
|---|---|---|---|---|
| 09/29 | 09/29 | | LATE FEE | 29.00 |
| | | *FINANCE CHARGE* | PURCHASES $133.08 CASH ADVANCE $182.35 | 315.43 |

*An amount followed by a minus (-) is a credit or credit balance.*

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO VIKING COLLECTION SVCS.

### Finance Charge Information

| | Average Daily Balance | Daily Periodic Rate | Nominal APR | Annual Percentage Rate (APR) | Transaction Fees | Finance Charge |
|---|---|---|---|---|---|---|
| Purchases | 6,935.32 | 0.06190% | 22.59% | 22.60% | 0.00 | 133.08 |
| Cash | 9,502.74 | 0.06190% | 22.59% | 22.60% | 0.00 | 182.35 |

*Please detach bottom portion and return with your payment in the enclosed envelope.*

**CITIBANK USA**
(formerly Travelers Bank USA)
P.O. Box 15109
Wilmington, DE 19850-5109

*Make changes to address and phone number below:*
Address
City State Zip
Home phone
Business phone

Account number [redacted]
New balance [illegible]
[illegible]
[illegible]

**Amount enclosed: $** _____

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST,SECTION T
NEW ORLEANS LA 70130-3313
37412

PO BOX 6214
CAROL STREAM, IL 60197-6214

JC202405

[redacted]

NANA1005 0984

S7

Please enter Account Number on all checks and correspondence. Detach and return this portion with your remittance. Do not staple.

# Account Statement

URGENT NOTICE - YOUR ACCOUNT IS CANCELLED.
REMIT PAYMENT IMMEDIATELY.

**Monthly Activity Summary**

| Minimum Payment Due | Past Due Amount | Payment Due Date | New Balance | Account Number | Please write in amount of payment enclosed |
|---|---|---|---|---|---|
| 923.00 | 686.00 | 11/15/00 | 11,855.57 | [redacted] | $ |

☐ Check here if address or telephone number has changed, see reverse side.

G THOMAS PORTEOUS JR
US DISTRICT COURT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

Make check payable to:

AMERICAN EXPRESS CENTURION BANK
SUITE 0002
CHICAGO IL 60679-0002

[redacted]

▲ Please detach here.

**Cardmember News** The Offer Zone(SM) at americanexpress.com is the one place to go for great online offers from many of your favorite brands. Offers range from free shipping and handling and savings up to 20%, to valuable gifts with purchase. For hundreds of great Cardmember offers every day of the year, go to americanexpress.com/offerzone.

Cardmember Name: G THOMAS PORTEOUS JR

Account Number: [redacted]

Page 1 of 1

| Amex Reference No. | Date of Transaction | Date of Posting | Transaction Description | Charges | Credits |
|---|---|---|---|---|---|
| 431295-0 | 10/21 | 10/21 | DELINQUENCY FEE ASSESSMENT<br>MIN PAYMENT NOT RECEIVED BY DUE DATE | 29.00 | |
| | | | ACCOUNT TOTAL | 29.00 | .00 |
| | | | FOR EASY ACCESS TO SELECTED INFORMATION,<br>CALL 1-800-423-1414, THEN ENTER:<br>-1 FOR BALANCE,PAYMENT OR AVAILABLE CREDIT<br>-2 FOR LOST, STOLEN OR DAMAGED CARD<br>-3 FOR CARD BENEFITS OR SERVICES | | |

**Account Summary**

| Previous Balance | + New Charges | - Payment | - Credits | + FINANCE CHARGE | + Debit Adjustments | = New Balance |
|---|---|---|---|---|---|---|
| 11,642.18 | 29.00 | .00 | .00 | 184.39 | .00 | 11,855.57 |

| Bill Closing Date | Payment Due Date | Credit Limit | Available Credit | Amount Over Credit Limit | Past Due Amount | Minimum Payment Due |
|---|---|---|---|---|---|---|
| 10/21/00 | 11/15/00 | 11,900 | 44 | 0 | 686.00 | 923.00 |

**Finance Charge**

| | Number of Days this Billing Period | x Daily Periodic Rate | x Average Daily Balance | =FINANCE CHARGE | CURRENT ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|
| PURCHASES | 31 | .0507% | 11,732.09 | 184.39 | 18.490% |
| CASH ADVANCES | 31 | .0561% | .00 | .00 | 20.490% |

JC2024/06

For fast information about your available credit, current balance, or payment, or if you have further questions about your Optima® Card account, call 800-635-5955 (24 hours / 7 days) or find us on AOL at Keyword: American Express or on the Internet at www.americanexpress.com. For billing inquiries, write the Optima® Account, PO Box 297884, Ft. Lauderdale, FL 33329-7884. (NY residents may contact The NY State Banking Dept. to obtain comparative listings of credit card rates, fees and grace periods. NY State Banking Dept. 800-518-8866.)

AMERICAN EXPRESS Cards

GC Services
COLLECTION AGENCY DIVISION
6330 Gulfton, Houston, Tx. 77081

PO BOX 4310 (066)
HOUSTON, TX 77210-9779
RETURN SERVICE REQUESTED
NOVEMBER 13, 2000

**BALANCE DUE STATEMENT**

YOU OWE
AMERICAN EXPRESS
CENTURION BANK

BALANCE DUE
$11,855.57

ACCOUNT NUMBER
[redacted]

USE ENCLOSED ENVELOPE AND SEND PAYMENT TO

0291500315000247-0865-01

G THOMAS PORTEOUS JR
US DISTRICT COURT
500 CAMP ST SEC
NEW ORLEANS LA 70130-3313

AMERICAN EXPRESS
REMITTANCE PROCESSING DEPT.
PO BOX 4310
HOUSTON, TX 77210-9779

(314) 851-4300
[redacted]

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

Dear G Thomas Porteous Jr:

Your account with AMERICAN EXPRESS CENTURION BANK, in the amount of $11,855.57, has been referred to us for our expedited attention.

By this time you must realize that you are delinquent.

To avoid further collection activity, send us your payment in full in the enclosed envelope. Please include this letter to assure proper credit of your payment.

Remit your balance in full or phone (314) 851-4300.

Sam A. Marshall
Delinquent Accounts Manager

IMPORTANT: BE CERTAIN YOUR ACCOUNT IS CORRECT.
HOME PHONE : _____
NEW ADDRESS : _____
EMPLOYER : _____ PHONE: _____
EMPLOYER ADDRESS : _____

IF YOU HAVE CONCERNS REGARDING THE HANDLING OF YOUR ACCOUNT BY GC SERVICES, PLEASE CONTACT E. P. BERNHAGEN, GENERAL MANAGER, AT (800) 926-3136.

AECB-1

JC202407

NOTICE: SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

American Express Travel Related Services Co., Inc.
PO Box 29-7879
Ft. Lauderdale, FL 33329-7879

AMERICAN EXPRESS
Cards

Mon - Thu 8:00 AM - 10:00 PM, ET
Fri 8:00 AM - 6:00 PM, ET
Sat 8:00 AM - 6:00 PM, ET

G. Thomas Porteous Jr.
US District Court
500 Camp St. # Sec.
New Orleans LA 70130-3313

1-800-807-9887

October 24, 2000

Dear G. Thomas Porteous Jr.:

*We are contacting you because:*

**Your account is past due:**

- Optima® [redacted]

As a result, new charges will be declined on the account listed within the Account Summary section.

*You need to:*

Send your payment immediately to regain your charging privileges. If we do not receive a payment for at least the past due amount, we may cancel your account. This cancellation may impact your credit rating.

*For your information:*

American Express has created an information website to pass along important resource information about your rights and responsibilities as a credit consumer. You can find this new website at: www.americanexpress.com/crediteducation.

S. Royals

S. Royals
Credit Operations

Account Summary

| Product | Account Number | Past Due | + | New Billed Charges* | = | Total |
|---|---|---|---|---|---|---|
| Optima | [redacted] | $686.00 | | $237.00 | | $923.00 |

Fold here ↓, detach, and return with your payment. See reverse side for important disclosure information.

NCBCPD C90

Payment Coupon for
G. Thomas Porteous Jr.

Past Due Amount
Due Immediately

| Product | Account Number | Amount Enclosed |
|---|---|---|
| Optima | 3737-555836-92007 | $ ___,___,___ |
| | Total | $ ___,___,___ |

*For Optima®, this amount represents your minimum due amount as reflected on your most recent billing statement. Payment due date for your new billed charges may vary for each account. Please refer to your most recent billing statement for Payment Due Date.

To ensure proper credit, you must enter the amount you are paying for each account listed on this Payment Coupon.

Please send one check, payable to American Express, with this Payment Coupon. Payment is due in U.S.Dollars.

Check here if your address or telephone number has changed. Note changes on the reverse side of this coupon. ☐

Overnight Mail Address
American Express
Remittance Process/9th Fl S
300 S. Riverside Plaza
Chicago, IL 60606

American Express
PO Box 804247
Chicago, IL 60680-4104

JC202408

NAQA1016 4772

9 13 0 2

S7

Please enter Account Number on all checks and correspondence. Detach and return this portion with your remittance. Do not staple.

# Account Statement

YOUR ACCOUNT IS SERIOUSLY PAST DUE. YOUR ACCOUNT HAS BEEN SUSPENDED. TO AVOID CANCELLATION, PLEASE REMIT PAYMENT NOW.

**Monthly Activity Summary**

| Minimum Payment Due | Past Due Amount | Payment Due Date | New Balance | Account Number | Please write in amount of payment enclosed |
|---|---|---|---|---|---|
| 686.00 | 453.00 | 10/15/00 | 11,642.18 | [redacted] | $ |

☐ Check here if address or telephone number has changed, see reverse side.

G THOMAS PORTEOUS JR
US DISTRICT COURT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

Make check payable to:

AMERICAN EXPRESS CENTURION BANK
SUITE 0002
CHICAGO IL 60679-0002

[redacted]001164218000068600 21dH

▲ Please detach here.

**Cardmember News** Introducing the Offer Zone(SM) at americanexpress.com. It's the one place to go for great online offers from many of your favorite brands. Offers range from free shipping and handling and savings up to 20%, to valuable gifts with purchase. For hundreds of great Cardmember offers every day of the year, go to americanexpress.com/offerzone.

Cardmember Name: G THOMAS PORTEOUS JR

Account Number: [redacted]

Page 1 of 1

| Amex Reference No. | Date of Transaction | Date of Posting | Transaction Description | Charges | Credits |
|---|---|---|---|---|---|
| 431264-0 | 09/20 | 09/20 | DELINQUENCY FEE ASSESSMENT<br>MIN PAYMENT NOT RECEIVED BY DUE DATE | 29.00 | |
| | | | ACCOUNT TOTAL | 29.00 | .00 |
| | | | FOR EASY ACCESS TO SELECTED INFORMATION,<br>CALL 1-800-423-1414, THEN ENTER:<br>-1 FOR BALANCE,PAYMENT OR AVAILABLE CREDIT<br>-2 FOR LOST, STOLEN OR DAMAGED CARD<br>-3 FOR CARD BENEFITS OR SERVICES | | |

**Account Summary**

| Previous Balance | + New Charges | - Payment | - Credits | + FINANCE CHARGE | + Debit Adjustments | = New Balance |
|---|---|---|---|---|---|---|
| 11,432.36 | 29.00 | .00 | .00 | 180.82 | .00 | 11,642.18 |

| Bill Closing Date | Payment Due Date | Credit Limit | Available Credit | Amount Over Credit Limit | Past Due Amount | Minimum Payment Due |
|---|---|---|---|---|---|---|
| 09/20/00 | 10/15/00 | 11,900 | 258 | 0 | 453.00 | 686.00 |

| Finance Charge | Number of Days this Billing Period | x Daily Periodic Rate | x Average Daily Balance | =FINANCE CHARGE | CURRENT ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|
| PURCHASES | 31 | .0507% | 11,489.39 | 180.58 | 18.490% |
| CASH ADVANCES | 31 | .0561% | .00 | .00 | 20.490% |
| CHECK/BAL TRANSFER | 31 | .0244% | 31.15 | .24 | 8.900% |

JC202409

For fast information about your available credit, current balance, or payment, or if you have further questions about your Optima® Card account, call 800-635-5955 (24 hours / 7 days) or find us on AOL at Keyword: American Express or on the Internet at www.americanexpress.com. For billing inquiries, write the Optima® Account, PO Box 297884, Ft. Lauderdale, FL 33329-7884. (NY residents may contact The NY State Banking Dept. to obtain comparative listings of credit card rates, fees and grace periods. NY State Banking Dept. 800-518-8866.)

American Express Cards

NAGRATV7 0899

9 13 0 2

55

Please enter Account Number on all checks and correspondence. Detach and return this portion with your remittance. Do not staple.

# Account Statement

YOUR ACCOUNT IS PAST DUE. PLEASE REMIT PAYMENT IMMEDIATELY.

**Monthly Activity Summary**

| Minimum Payment Due | Past Due Amount | Payment Due Date | New Balance | Account Number | Please write in amount of payment enclosed |
|---|---|---|---|---|---|
| 453.00 | 224.00 | 09/14/00 | 11,432.36 | [redacted] | $ |

☐ Check here if address or telephone number has changed, see reverse side.

G THOMAS PORTEOUS JR
US DISTRICT COURT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

Make check payable to:

AMERICAN EXPRESS CENTURION BANK
SUITE 0002
CHICAGO IL 60679-0002

[redacted] 001143236000045300 21dd

▲ Please detach here.

**Cardmember News** Effective with June, 2000 billing periods the minimum Amount Due calculation was changed to be based on the greater of the current calculation as stated in your Cardmember Agreement or the total Finance Charges.

Cardmember Name: G THOMAS PORTEOUS JR

Account Number: [redacted]

Page 1 of 1

| Amex Reference No. | Date of Transaction | Date of Posting | Transaction Description | Charges | Credits |
|---|---|---|---|---|---|
| 501208-0 | 07/26 | 07/26 | SAL AND SAM'S METAIRIE LA<br>000170804 FOOD AND BEVERAGE 07/26/00 | 48.00 | |
| 431233-0 | 08/20 | 08/20 | DELINQUENCY FEE ASSESSMENT<br>MIN PAYMENT NOT RECEIVED BY DUE DATE | 29.00 | |
| | | | ACCOUNT TOTAL | 77.00 | .00 |

YOUR CASH ADVANCE LIMIT IS $3400
AVAILABLE BALANCE FOR NEW CASH ADVANCE TRANSACTION IS $468.

FOR EASY ACCESS TO SELECTED INFORMATION, CALL 1-800-423-1414, THEN ENTER:
-1 FOR BALANCE,PAYMENT OR AVAILABLE CREDIT
-2 FOR LOST, STOLEN OR DAMAGED CARD
-3 FOR CARD BENEFITS OR SERVICES

**Account Summary**

| Previous Balance | + New Charges | - Payment | - Credits | + FINANCE CHARGE | + Debit Adjustments | = New Balance |
|---|---|---|---|---|---|---|
| 11,183.59 | 77.00 | .00 | .00 | 171.77 | .00 | 11,432.36 |

| Bill Closing Date | Payment Due Date | Credit Limit | Available Credit | Amount Over Credit Limit | Past Due Amount | Minimum Payment Due |
|---|---|---|---|---|---|---|
| 08/20/00 | 09/14/00 | 11,900 | 468 | 0 | 224.00 | 453.00 |

**Finance Charge**

| | Number of Days this Billing Period | x Daily Periodic Rate | x Average Daily Balance | =FINANCE CHARGE | CURRENT ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|
| PURCHASES | 30 | .0507% | 11,277.99 | 171.54 | 18.490% |
| CASH ADVANCES | 30 | .0561% | .00 | .00 | 20.490% |
| CHECK/BAL TRANSFER | 30 | .0244% | 30.92 | .23 | 8.900% |

Thank You

JC202410

For fast information about your available credit, current balance, or payment, or if you have further questions about your Optima® Card account, call 800-635-5955 (24 hours / 7 days) or find us on AOL at Keyword: American Express or on the Internet at www.americanexpress.com. For billing inquiries, write the Optima® Account, PO Box 297884, Ft. Lauderdale, FL 33329-7884. (NY residents may contact The NY State Banking Dept. to obtain comparative listings of credit card rates, fees and grace periods. NY State Banking Dept. 800-518-8866.)

Cards

BOL MASTERCARD 002-050
SOUTHERN STATES BANKCARD ASSOC
PO BOX 6972
METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-0000

| | |
|---|---|
| NEW BALANCE ▶ | 1,724.23 |
| MINIMUM PAYMENT DUE ▶ | 368.23 |

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED _____

| ACCOUNT NUMBER | TOTAL CREDIT LINE | NO. DAYS IN BILLING CYCLE | CYCLE CLOSING DATE | PAYMENT DUE DATE |
|---|---|---|---|---|
| [redacted] | 1,500 | 31 | 10/22/00 | PAST DUE |

| AVERAGE DAILY BALANCE | PERIODIC FINANCE CHARGE | TRANSACTION FINANCE CHARGE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|
| 1,573.24 | 23.59 | .00 | 17.99% |

| TRANSACTION DATE | REFERENCE NUMBER | POST DATE & DESCRIPTION OF TRANSACTION | AMOUNT |
|---|---|---|---|
| | | YOU ARE NOW 30 DAYS PAST DUE. PLEASE REMIT 368.23 . PAST DUE ACCOUNTS ARE REPORTED TO CREDIT BUREAUS. | |
| | | YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT. | |
| 0925 | 2000001130 | 0925 LATE CHARGE ASSESSMENT | 15.00 |
| 1022 | 2000002770 | 1022 OVERLIMIT CHARGE ASSESSMENT | 10.00 |

| PREVIOUS BALANCE | | PAYMENTS AND CREDITS | | TOTAL FINANCE CHARGE | | NEW TRANSACTIONS | | NEW BALANCE |
|---|---|---|---|---|---|---|---|---|
| 1,675.64 | - | .00 | + | 23.59 | + | 25.00 | = | 1,724.23 |

CASH: PERIODIC RATE = 01.500% APR = 18.000%
RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
Customer Service: 1-800-669-6737

NOTICE — SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

JC202411

# Dillard's

| Option Type | New Balance | Minimum Payment Due | Amount Paid |
|---|---|---|---|
| Regular-0 | 4,673.92 | 1,508.00 | |

Account Number: [redacted]
Billing Date: 11/08/2000
Payment Due Date: 12/03/2000

IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE ☐

PRESORTED
AUTO**5-DIGIT 70002
GABRIEL PORTEOUS JR
4601 NEYREY DR
METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
PO BOX 29442
PHOENIX , AZ 85038-9442

[redacted] 0150800 0467392 0467392

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT



| Date | Reference Number | Dept/ Store# | Item Description/Store Name | Amount | Charges/ Credits |
|---|---|---|---|---|---|
| | | | REGULAR REVOLVING OPTION | | |
| 10/20 | | 0090 | LATE PAYMENT CHARGE | 20.00 | 20.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 4,620.26 | 89.84 |
| | | | *As a credit bureau member, we are obligated to report past due balances. Please mail the amount due or call us today at 1-800-379-0060. Thank you.* | Daily Periodic Rate .06273 % | ANNUAL PERCENTAGE RATE 22.9 % |

Account: [redacted] Billing Date: 11/08/2000 Payment Due: 12/03/2000 Credit Limit: $5000

| Option Type | Previous Balance | Charges (+) | Payments (-) | Credits (-) | New Balance | Minimum Payment Due |
|---|---|---|---|---|---|---|
| Regular | 4,564.08 | 109.84 | 0.00 | 0.00 | 4,673.92 | 1,508.00 |

FOR CUSTOMER SERVICE CALL:
ENGLISH 1-800-643-8278
ESPANOL (U.S.) 1-800-297-1808
ESPANOL (MEX) 001-800-297-1808
TDD 1-800-547-6295

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

781

JC202412

# Dillard's

| Option Type | New Balance | Minimum Payment Due | Amount Paid |
|---|---|---|---|
| Regular-0 | 243.14 | 36.00 | |

**Account Number:** [redacted]
**Billing Date:** 11/08/2000
**Payment Due Date:** 12/03/2000

IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE ☐

PRESORTED
**********AUTO**5-DIGIT 70002

GABRIEL T PORTEOUS
MELL PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
PO BOX 29442
PHOENIX , AZ 85038-9442

[redacted] 0003600 0024314 0024314

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT



| Date | Reference Number | Dept/Store# | Item Description/Store Name | Amount | Charges/Credits |
|---|---|---|---|---|---|
| | | | **REGULAR REVOLVING OPTION** | | |
| 10/18 | 0002-0084 | 968000 0284 | GIFTCARD | 50.00 | |
| | | | LAKESIDE | | 50.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 226.44 | 4.03 |
| | | | *Just a gentle reminder. The amount due includes a past due portion.* | Daily Periodic Rate .05753 % | ANNUAL PERCENTAGE RATE 21.0 % |
| | | | *You have more than one option when you use your Dillard's credit card ... including Interest Free Options. Ask any Dillard's sales associate for the perfect credit option for your purchasing needs.* | | |

Account: [redacted] Billing Date: 11/08/2000 Payment Due: 12/03/2000 Credit Limit: $3500

| Option Type | Previous Balance | Charges (+) | Payments (-) | Credits (-) | New Balance | Minimum Payment Due |
|---|---|---|---|---|---|---|
| Regular | 189.11 | 54.03 | 0.00 | 0.00 | 243.14 | 36.00 |

FOR CUSTOMER SERVICE CALL:
ENGLISH 1-800-643-8278
ESPANOL (U.S.) 1-800-297-1808
ESPANOL (MEX) 001-800-297-1808

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

JC202413

DISCOVER PLATINUM

payment due date November 22, 2000
minimum payment due $1,227.00

new balance $20,783.26

account number [redacted]
enter amount enclosed below
$

Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus $783.26.

H071888
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Save up to 30% on Pharmacy expenses with PlanPlus. Your first 60 days of membership are free! Call 1-800-527-7783.

PO BOX 30395
SALT LK CITY UT 84130-0395

Address or telephone change? Please print change in the space above.

[redacted]

Closing Date: October 25, 2000 page 1 of 2

## Discover Platinum Card Account Summary

| | |
|---|---|
| account number | [redacted] |
| payment due date | November 22, 2000 |
| minimum payment due | $1,227.00 |
| credit limit | $20,000 |
| credit available | $0 |
| cash credit limit | $10,000.00 |
| cash credit available | $0.00 |

| | | |
|---|---|---|
| previous balance | | $20,428.68 |
| payments and credits | - | 0.00 |
| purchases | + | 58.00 |
| cash advances | + | 0.00 |
| balance transfers | + | 0.00 |
| FINANCE CHARGES | + | 296.58 |
| new balance | = | $20,783.26 |

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

## Transactions

| | trans. date | post date | | |
|---|---|---|---|---|
| Other/Miscellaneous | Oct 25 | Oct 25 | LATE FEE | $ 29.00 |
| | Oct 25 | Oct 25 | OVERLIMIT FEE | 29.00 |

******* ATTENTION ******* ATTENTION ******* ATTENTION ******* ATTENTION ******* ATTENTION *********
We previously requested the past due amount on your account. We have no record of receiving payment. The amount due should be paid at once.

OPEN A DISCOVER MONEY MARKET OR CD ACCOUNT TODAY! Discover Bank gives you: GREAT RATES - consistently high week after week. SECURITY - Over $20 billion in assets, a bank that's been around since 1911, and FDIC insurance. CONVENIENCE - Open an account over the phone. Call 1-800-347-7000 or visit Discovercard.com. Mention code ME0010M/C.

| | Average Daily Balances | Daily Periodic Rates | ANNUAL PERCENTAGE RATES | Periodic FINANCE CHARGES | Transaction Fee FINANCE CHARGES | Rate Plan |
|---|---|---|---|---|---|---|
| current billing period: 30 days | | | | | | |
| Purchases | $11201.75 | 0.04244% | 15.49% | $142.62 | none | variable |
| Cash Advances | $9369.91 | 0.05477% | 19.99% | $153.96 | $0 | fixed |

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse side.
Send billing error notice to: Discover Platinum; P.O. Box 15192; Wilmington, DE 19886-1020.

JC202414

*2224700* H071888 PL X7

# Cardmember Statement

FIRST USA.

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

| VISA | ACCOUNT NUMBER | PAST DUE AMOUNT | NEW BALANCE | MINIMUM PAYMENT DUE | PAYMENT DUE DATE | WRITE AMOUNT OF PAYMENT |
|---|---|---|---|---|---|---|
| | [redacted] | 300.00 | 5,349.47 | 755.47 | 11/14/00 | |

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account.
Send top portion of statement with payment in enclosed envelope.

29

22902

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

[redacted]

New Address or E-mail?
Please see reverse side of form.

C21

**CUSTOMER SERVICE**
1-800-955-9900 (INSIDE US)
1-614-248-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.firstusa.com

**BILLING INQUIRY**
P.O. BOX 8864
WILMINGTON, DE 19899-8864

**PAYMENT ADDRESS**
P.O. BOX 94014
PALATINE IL 60094-4014

| ACCOUNT NUMBER | TOTAL CREDIT LINE | CASH ADVANCE CREDIT LINE† | AVAILABLE CREDIT | AVAILABLE PORTION FOR CASH ADVANCES | PAYMENT DUE DATE | CLOSING DATE |
|---|---|---|---|---|---|---|
| [redacted] | 5,000 | 2,500 | 0 | 0 | 11/14/00 | 10/20/00 |

## CARDMEMBER ACTIVITY SUMMARY

| TRANS. DATE | POST. DATE | REFERENCE NUMBER | MERCHANT NAME OR TRANSACTION DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 10/20 | 10/20 | | OVERLIMIT FEE | 29.00 |
| 10/20 | 10/20 | | LATE FEE | 29.00 |
| 10/20 | 10/20 | | PERIODIC RATE *FINANCE CHARGE* | 101.92 |

YOUR ACCOUNT IS STILL PAST DUE AND CHARGE PRIVILEGES HAVE BEEN REVOKED. PLEASE REMIT THE DELINQUENT AMOUNT IMMEDIATELY.

| PREVIOUS BALANCE | + PURCHASES, FEES AND ADJUSTMENTS | + CASH ADVANCES | + FINANCE CHARGES | - PAYMENTS AND CREDITS | NEW BALANCE |
|---|---|---|---|---|---|
| 5,189.55 | 58.00 | 0.00 | 101.92 | 0.00 | 5,349.47 |

PERIODIC RATE MAY VARY

| FINANCE CHARGE SUMMARY | AVERAGE DAILY BALANCE | | DAILY PERIODIC RATE | CORRESPONDING ANNUAL PERCENTAGE RATE | PERIODIC FINANCE CHARGE |
|---|---|---|---|---|---|
| | CURRENT CYCLE | PREVIOUS CYCLE | | | |
| PURCHASES | 5,238.58 | 0.00 | .06709% | 24.49% | 101.92 |
| CASH | 0.00 | 0.00 | .06709% | 24.49% | 0.00 |
| EFFECTIVE ANNUAL PERCENTAGE RATE | | 24.49% | TOTAL PERIODIC FINANCE CHARGE | | 101.92 |

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges including transaction fees such as cash advance and balance transfer fees expressed as a percentage.
† Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

5630 PCD 1 14 X 7 Page 1 of 1 3366 5000 X663 0128 001020 01AA5630 22902

JC202415

# Cardmember Statement — FIRST USA.

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

VISA

| ACCOUNT NUMBER | PAST DUE AMOUNT | NEW BALANCE | MINIMUM PAYMENT DUE | PAYMENT DUE DATE | WRITE AMOUNT OF PAYMENT |
|---|---|---|---|---|---|
| [redacted] | 197.00 | 5,189.55 | 489.55 | 10/16/00 | |

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account.
Send top portion of statement with payment in enclosed envelope.

31

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

21761

[redacted]

New Address or E-mail?
Please see reverse side of form.

CUSTOMER SERVICE
1-800-955-9900 (INSIDE US)
1-614-248-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.firstusa.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

| ACCOUNT NUMBER | TOTAL CREDIT LINE | CASH ADVANCE CREDIT LINE † | AVAILABLE CREDIT | AVAILABLE PORTION FOR CASH ADVANCES | PAYMENT DUE DATE | CLOSING DATE |
|---|---|---|---|---|---|---|
| [redacted] | 5,000 | 2,500 | 0 | 0 | 10/16/00 | 09/21/00 |

## CARDMEMBER ACTIVITY SUMMARY

| TRANS. DATE | POST. DATE | REFERENCE NUMBER | MERCHANT NAME OR TRANSACTION DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 09/21 | 09/21 | | OVERLIMIT FEE | 29.00 |
| 09/21 | 09/21 | | LATE FEE | 29.00 |
| 09/21 | 09/21 | | PERIODIC RATE *FINANCE CHARGE* | 105.58 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE.
PLEASE CALL 1-800-955-8030

| PREVIOUS BALANCE | + PURCHASES, FEES AND ADJUSTMENTS | + CASH ADVANCES | + FINANCE CHARGES | - PAYMENTS AND CREDITS | NEW BALANCE |
|---|---|---|---|---|---|
| 5,025.97 | 58.00 | 0.00 | 105.58 | 0.00 | 5,189.55 |

PERIODIC RATE MAY VARY

| FINANCE CHARGE SUMMARY | AVERAGE DAILY BALANCE | | DAILY PERIODIC RATE | CORRESPONDING ANNUAL PERCENTAGE RATE | PERIODIC FINANCE CHARGE |
|---|---|---|---|---|---|
| | CURRENT CYCLE | PREVIOUS CYCLE | | | |
| PURCHASES | 5,076.87 | 0.00 | .06709% | 24.49% | 105.58 |
| CASH | 0.00 | 0.00 | .06709% | 24.49% | 0.00 |
| EFFECTIVE ANNUAL PERCENTAGE RATE | | 24.95% | TOTAL PERIODIC FINANCE CHARGE | | 105.58 |

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges-including transaction fees such as cash advances and balance transfer fees-expressed as a percentage.
† Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

CHASE

ACCOUNT NUMBER: [redacted]

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 12/03/00 | $10,196.82 | $978.82 |

Enter Amount Enclosed In Boxes Below

$

Please make check or money order payable to: CHASE PLATINUM MASTERCARD.

Print change of address and telephone number:

New Address: _____

Telephone: ( )

006260

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

[redacted]

Please detach at perforation and return with your payment

CHASE

Chase Platinum MasterCard®
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $10,196.82 | 12/03/00 | 11/08/00 | 29 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $0 | $6,000 | $0 |

## Here is your Account Summary:

| | | TOTAL |
|---|---|---|
| | Previous Balance | $9943.41 |
| (-) | Payments, Credits | 0.00 |
| (+) | Purchases, Cash, Debits | 58.00 |
| (+) | FINANCE CHARGES | 195.41 |
| (=) | New Balance | 10196.82 |
| | Minimum Due | 203.00 |
| | Past Due - Pay Immediately | 579.00 |
| | Over Line - Pay Immediately | 196.82 |
| | Minimum Payment Due | $978.82 |

THE EASIEST WAY TO PAY: PAY THIS BILL BY TELEPHONE. IT'S FAST AND EASY. CALL THE NUMBER ON THE STATEMENT FOR MORE DETAILS.

## Your charges and credits at a glance:

| TRAN. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| | 11/08 | | OVERLIMIT FEE | | 29.00 |
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 0.00 | 58.00 |

YOUR ACCOUNT IS SERIOUSLY DELINQUENT. WE WANT TO WORK WITH YOU TO RESOLVE THIS MATTER. CALL IMMEDIATELY TO DISCUSS YOUR PAYMENT OPTIONS.

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | V 0.06710% | $3641.66 | $70.86 | $70.86 | 24.49% | 24.49% |
| Cash | V 0.06710% | $6400.72 | $124.55 | $124.55 | 24.49% | 24.49% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.

JC202417

CHASE

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 11/03/00 | $9,943.41 | $579.00 |

ACCOUNT NUMBER: [redacted]

Enter Amount Enclosed In Boxes Below

$

Please make check or money order payable to: CHASE PLATINUM MASTERCARD.

Pass change of address and telephone number:

New Address:

Telephone: ( )

013781

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

[redacted]

Please detach at perforation and return with your payment.

CHASE

Chase Platinum MasterCard®
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $9,943.41 | 11/03/00 | 10/10/00 | 29 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $0 | $6,000 | $0 |

## Here is your Account Summary:

| | | TOTAL |
|---|---|---|
| | Previous Balance | $9723.34 |
| (-) | Payments, Credits | 0.00 |
| (+) | Purchases, Cash, Debits | 29.00 |
| (+) | FINANCE CHARGES | 191.07 |
| (=) | New Balance | 9943.41 |
| | Minimum Due | 198.00 |
| | Past Due - Pay Immediately | 381.00 |
| | Minimum Payment Due | $579.00 |

THE EASIEST WAY TO PAY
PAY THIS BILL BY TELEPHONE.
IT'S FAST AND EASY! CALL THE
NUMBER ON THIS STATEMENT
FOR MORE DETAILS.

## Your charges and credits at a glance:

| TRAN. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 0.00 | 29.00 |

YOU ARE TWO PAYMENTS PAST DUE. FAILURE TO PAY PROMPTLY COULD SERIOUSLY DAMAGE YOUR CREDIT RATING. IF YOU'VE ALREADY PAID-THANK YOU.

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | V 0.05710% | $3541.81 | $68.92 | $68.92 | 24.49% | 24.49% |
| Cash | V 0.05710% | $6277.42 | $122.15 | $122.15 | 24.49% | 24.49% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.

Send Payments to: Chase Platinum MasterCard, P.O. Box 15583, Wilmington DE 19886-1194.



$-015-055-16-4-1187 P-02883 A-013781 T-E P-P-P-C CO
JC202418

Visit www.citibankcards.com

citi Citibank

[redacted]

Your Account Number [redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| DEC 05 2000 | $23987.39 | $23987.39 | |

74408N VAS 32 08A0239 BR3011052

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

## Citibank AAdvantage®

A registered trademark of American Airlines, Inc.

Account Number [redacted]

For Customer Service, call or write
1-800-568-5000

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

Payment must be received by 1:00 pm local time on 12/05/2000

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 11/10/2000 | $22000 | $16000 | $23987.39 | XXXXX SEE BELOW | XXXXX |

| Trans Date | Post Date | Reference Number | Transaction Description | Amount |
|---|---|---|---|---|
| 11/10 | | | LATE FEE - OCT PAYMENT PAST DUE | 29.00 |
| 11/10 | | | OVER CREDIT LIMIT FEE | 29.00 |
| 11/10 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 476.65 |

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Our records show home phone 504-455-5879 and business phone 504-589-7585. Please update above coupon if incorrect.

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 23452.74 | 29.00 | | | 476.65 | 29.00 | 23987.39 |
| Advances | | | | | | | |
| Total | 23452.74 | 29.00 | | | 476.65 | 29.00 | 23987.39 |

Amount Due

| | |
|---|---|
| Purchases Minimum Due | 498.00 |
| Advances Minimum Due | |
| Amount Over Credit Line | 1987.39 |
| Fees | |
| Past Due | 1923.00 |
| Minimum Amount Due | 23987.39 |

| Rate Summary | Purchases | Advances |
|---|---|---|
| Number of days this Billing Period 30 | | |
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 23682.32 | |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408 74408N
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202419

Visit www.citibankcards.com

citi Citibank

[redacted]

Your Account Number

[redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| NOV 06 2000 | $23452.74 | $23452.74 | |

56825N VAS 32 12A0176 BR3011032

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

## Citibank AAdvantage®

Account Number [redacted] A registered trademark of American Airlines, Inc.

For Customer Service, call or write
1-800-866-9900
BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

**Payment must be received by 1:00 pm local time on 11/06/2000**

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 10/11/2000 | $22000 | $16000 | $23452.74 | $0 | $0 |

| Sale Date | Post Date | Reference Number | Transactions Since Last Statement | Amount |
|---|---|---|---|---|
| | 10/11 | | LATE FEE - SEP PAYMENT PAST DUE | 29.00 |
| | 10/11 | | OVER CREDIT LIMIT FEE | 29.00 |
| | 10/11 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 435.23 |

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 22959.51 | 29.00 | | | 435.23 | 29.00 | 23452.74 |
| Advances | | | | | | | |
| Total | 22959.51 | 29.00 | | | 435.23 | 29.00 | 23452.74 |

Available Line

| | |
|---|---|
| Purchases Minimum Due | 487.00 |
| Advances Minimum Due | |
| Amount Over Credit Line | 1452.74 |
| Fees | |
| Past Due | 1436.00 |
| Minimum Amount Due | 23452.74 |

| Rate Summary | Purchases | Advances |
|---|---|---|
| Number of days this Billing Period 28 | | |
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 23168.67 | |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408 56825N
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202420

Visit www.citibankcards.com

citi Citibank

[redacted]

Your Account Number [redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| OCT 05 2000 | $22959.51 | $2395.51 | |

47119N VAS 32 12A0152 BR3011012

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

For Customer Service, call or write
1-800-866-9900

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

## Citibank AAdvantage®

A registered trademark of American Airlines, Inc.

Account Number [redacted]

Payment must be received by 1:00 pm local time on 10/05/2000

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 09/13/2000 | $22000 | $16000 | $22959.51 | XXXXX SEE BELOW XXXXX | |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---|---|---|---|---|
| 9/13 | | | LATE FEE - AUG PAYMENT PAST DUE | 29.00 |
| 9/13 | | | OVER CREDIT LIMIT FEE | 29.00 |
| 9/13 | | | PURCHASES×FINANCE CHARGE×PERIODIC RATE | 456.18 |

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

IMPORTANT PROGRAM UPDATE:
The Automatic Travel Accident Insurance benefit program is now underwritten by American National Insurance Company. For questions pertaining to coverage call 1-800-538-4077.

IMPORTANT PROGRAM UPDATE:
The Excess Collision Loss/Damage Insurance benefit program is now underwritten by Triton Insurance Company. Please be assured that coverage provided by this program remains unchanged.

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 22445.33 | 29.00 | | | 456.18 | 29.00 | 22959.51 |
| Advances | | | | | | | |
| Total | 22445.33 | 29.00 | | | 456.18 | 29.00 | 22959.51 |

Amount Due

| | |
|---|---|
| Purchases Minimum Due | 477.00 |
| Advances Minimum Due | |
| Amount Over Credit Line | 959.51 |
| Fees | |
| Past Due | 959.00 |
| Minimum Amount Due | 2395.51 |

| Rate Summary<br>Number of days this Billing Period 30 | Purchases | Advances |
|---|---|---|
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 22665.05 | |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408 47119N

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202421

JCPenney

# Our Price Guarantee

We will match any competitor's advertised price on any brand name item we carry. Bring in the competitor's ad with you when you shop JCPenney. If you find the identical item on our store at a higher price, we'll match the competitor's price.

It's that simple.

JCPenney STORES & CATALOG Visit us at www.jcpenney.com

Use your JCPenney Card at Eckerd Drug Stores ECKERD www.eckerd.com

## Account Statement

Billing Inquiry Notice Address See reverse side for details. Telephoning will not preserve your rights.

P.O. BOX 27570
ALBUQUERQUE, NM 87125
1-800-527-3369
1-800-527-2110 EN ESPANOL

| | |
|---|---|
| ACCOUNT NUMBER | [redacted] |
| CURRENT BILLING DATE | 11-19-00 |
| DAYS THIS PERIOD | 31 |

PAGE 01 OF 01 To avoid additional finance charge, please pay the new balance by due date ➤ 12-14-00

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 3300 AVAILABLE CREDIT

| Date | Reference Number | Balance Type | Item Description | Charges | Payments and Credits |
|---|---|---|---|---|---|
| 11-19 | | R | LATE FEE | 25.00 | |

| BALANCE TYPES | | COMPUTED ON AVERAGE DAILY BALANCE | MONTHLY PERIODIC RATE(S) % | ANNUAL PERCENTAGE RATE(S) % |
|---|---|---|---|---|
| REGULAR | A | 2633.97 | 2.08250 | 24.99 |

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

| BALANCE SUMMARY | PREVIOUS BALANCE | - PAYMENTS AND CREDITS | + FINANCE CHARGE | + CHARGES | = NEW BALANCE | PAST DUE AMOUNT | MINIMUM PAYMENT |
|---|---|---|---|---|---|---|---|
| TOTAL | 2583.97 | 0.00 | 54.84 | 25.00 | 2763.81 | 383.00 | 510.00 |

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| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 12/19/00 | $27,828.31 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $2,551.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
ke to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-789-6665
Print change of address or new telephone number below

Address
City State Zip
( ) ( )
Home phone Work phone

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

18 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $25,700.00 | | 30 | 11/20/00 | $2,551.00 | 12/19/00 |

NOVEMBER 2000 STATEMENT

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| PURCHASES AND ADJUSTMENTS | | | | | | | |
| 11/20 | 10/22 | 7317 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 11/20 | 11/20 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 11/19 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 10/22/2000 THROUGH 11/20/2000 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

**SUMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $27,317.63 | $0.00 | $0.00 | $58.00 | $452.68 | $0.00 | $27,828.31 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $2,026.00 |
| Current Payment | $525.00 |
| Total Minimum Payment Due | $2,551.00 |

**FINANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $5,245.92 |
| OTHER BALANCES | 0.054739% DLY | 19.98% | $22,319.81 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-668
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

3424 518 354 0200 0000 00

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| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 11/19/00 | $27,317.63 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $2,026.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
ble to:

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-789-6685.
Print change of address or new telephone number below

Address

City State Zip
( ) ( )
Home phone Work phone

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

18 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $25,700.00 | | 30 | 10/21/00 | $2,026.00 | 11/19/00 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | OCTOBER 2000 STATEMENT | | |
| URCHASES AND ADJUSTMENTS | | | | | | | |
| 0/21 | 09/22 | 6815 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 0/21 | 10/21 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 10/20 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 09/22/2000 THROUGH 10/21/2000 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

SUMMARY OF TRANSACTIONS

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $26,815.26 | $0.00 | $0.00 | $58.00 | $444.37 | $0.00 | $27,317.63 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $1,509.00 |
| Current Payment | $517.00 |
| Total Minimum Payment Due | $2,026.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $5,102.98 |
| D. OTHER BALANCES | 0.054739% DLY | 19.98% | $21,956.37 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-66
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

2906 50X 36W 0200 0000 00

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| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 10/20/00 | $26,815.26 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $1,509.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
le to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-789-6685
print change of address or new telephone number below

address

City State Zip

Home Phone ( ) Work phone

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

18 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $25,700.00 | | 30 | 09/21/00 | $1,509.00 | 10/20/00 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | SEPTEMBER 2000 STATEMENT | | |
| PURCHASES AND ADJUSTMENTS | | | | | | | |
| [illegible] | 08/23 | 6321 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| [illegible] | 08/21 | 5000 | MC | C | LATE CHARGE FOR PMT DUE 09/20 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 08/23/2000 THROUGH 09/21/2000 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

SUMMARY OF TRANSACTIONS

| Previous Balance | (+) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| [illegible] | $0.00 | $0.00 | $58.00 | $436.19 | $0.00 | $26,815.26 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $1,000.00 |
| Current Payment | $509.00 |
| Total Minimum Payment Due | $1,509.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $4,962.37 |
| OTHER BALANCES | 0.054739% DLY | 19.98% | $21,598.85 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information include balance, available credit, payments received, payments due, due date, payme address information, or to request duplicate statements, call 1-800-789-66
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

2737 511 317 0200 0000 00

5490 9908 5900 0877 PAGE 1 OF 1

JC202425

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE 1999

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 11/10/00 | $593.11 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $15.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

heck
e to:
MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

r account information call 1-800-626-2556
ts change of address or new telephone number below

dress

State Zip

( ) ( )
ne phone Work phone

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

11 [redacted]

| ount Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $9,500.00 | $8,906.89 | 30 | 10/12/00 | $15.00 | 11/10/00 |

| ng | Transaction Date | Reference Number | Card Type | Category | Transactions | OCTOBER 2000 STATEMENT | | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|---|---|
| MENTS AND CREDITS | | | | | | | | | |
| 16 | | 9477 | MC | | PAYMENT - THANK YOU | | | | 196.73 CR |
| 23 | | 5363 | MC | | BEAU RIVAGE HOTEL AND | BILOXI | MS | | 66.00 CR |
| 10 | 10/05 | 0595 | MC | | PAYMENT - THANK YOU | | | | 330.00 CR |
| 10 | | 0638 | MC | | PALACE THEATRE 20 THE | HARAHAN | LA | | 19.50 CR |
| CHASES AND ADJUSTMENTS | | | | | | | | | |
| 13 | 09/11 | 8079 | MC | C | HOUSE OF HATTEN-SAN MR | SAN MARCOS | TX | 22.71 | |
| 13 | 09/11 | 7464 | MC | C | CARTER'S CHLDRNWR #666 | SAN MARCOS | TX | 22.08 | |
| 13 | 09/11 | 7934 | MC | C | TALBOTS #479 | SAN MARCOS | TX | 66.88 | |
| 22 | 09/21 | 6436 | MC | C | GOGO VACATION PACKAGES | 201-9344813 | NJ | 150.00 | |
| 27 | 09/25 | 7291 | MC | C | GOGO VACATION PACKAGES | 201-9344813 | NJ | 293.00 | |
| 29 | 09/27 | 8510 | MC | C | GCA TREASURE CHEST | 800-644-0439 | LA | 214.99 | |
| 29 | 09/27 | 8510 | MC | C | CASH EQUIVALENT TRANSACTION FEE | | | 6.44 | |
| | 10/01 | 0922 | MC | C | BEAU RIVAGE RESERVATIO | BILOXI | MS | 118.25 | |
| | | | | | ARRIVAL DATE 9/29/00 | | | | |
| | 10/06 | 0624 | MC | C | PALACE THEATRE 20 THE | HARAHAN | LA | 19.50 | |
| O | 10/07 | 8246 | MC | C | ERICS OF METAIRIE | METAIRIE | LA | 28.96 | |
| | | TOTAL FOR BILLING CYCLE FROM 09/13/2000 THROUGH 10/12/2000 | | | | | | $942.81 | $612.23 CR |

IPORTANT NEWS

IF YOU'VE BEEN PUTTING OFF THAT SPECIAL WEEKEND ADVENTURE, ACCESS CHECKS GIVE YOU THE FLEXIBILITY TO GO WHERE YOU WANT, DO WHAT YOU WANT-RIGHT NOW!

BUY ONE $99 SOFTWARE BUNDLE WHEN YOU PURCHASE A GATEWAY PC, AND GET A SECOND $99 BUNDLE 1/2 OFF. CALL 1-888-888-0287.

SINCE 1/1/99, CUSTOMERS HAVE SAVED AN AVERAGE OF $287.24 PER YEAR THROUGH THE MBNA AUTO INSURANCE PROGRAM WITH AIG COMPANIES. CALL 1-800-297-4431 EXT 2580.

MARY OF TRANSACTIONS

| ous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $262.73 | $612.23 | $0.00 | $936.17 | $0.00 | $6.44 | $593.11 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $0.00 |
| Current Payment | $15.00 |
| Total Minimum Payment Due | $15.00 |

ICE CHARGE SCHEDULE

| gory | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Advances | | | |
| BALANCE TRANSFERS, CHECKS | 0.024630% DLY | 8.99% | $0.00 |
| ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| PURCHASES | 0.054739% DLY | 19.98% | $0.00 |

...S BILLING PERIOD:
NNUAL PERCENTAGE RATE..... SEE ABOVE
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

4217 04K Y 4NK 1304 0000 00

5328 0550 7300 5608 PAGE 1 OF 1

JC202426

Visit www.citibankcards.com

citi Citibank

[redacted]

Your Account Number

[redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| NOV 14 2000 | $20719.58 | $1987.58 | |

86160N VAS 32 16U0312 BR3011039

CITIBANK AADVANTAGE
P.O. BOX 6415
THE LAKES, NV
USA 88901-6415

CARMELLA PORTEOUS
4801 MEYREY DR
METAIRIE LA 70002

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

# Citibank AAdvantage®

Account Number [redacted]

A registered trademark of American Airlines, Inc.

For Customer Service, call or write
1-800-388-2200

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

Payment must be received by 1:00 pm local time on 11/14/2000

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 10/20/2000 | $20000 | $12000 | $20719.58 | $0 | $0 |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---|---|---|---|---|
| 10/20 | | | LATE FEE - SEP PAYMENT PAST DUE | 29.00 |
| 10/20 | | | OVER CREDIT LIMIT FEE | 29.00 |
| 10/20 | | | ADVANCES*FINANCE CHARGE*PERIODIC RATE | 55.90 |
| 10/20 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 328.49 |

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us or any other creditor when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 17328.56 | 29.00 | | | 328.49 | 29.00 | 17715.05 |
| Advances | 2948.63 | | | | 55.90 | | 3004.53 |
| Total | 20277.19 | 29.00 | | | 384.39 | 29.00 | 20719.58 |

Account Info

| | |
|---|---|
| Purchases Minimum Due | 350.80 |
| Advances Minimum Due | 78.20 |
| Amount Over Credit Line | 719.58 |
| Fees | |
| Past Due | 839.00 |
| Minimum Amount Due | 1987.58 |

| Rate Summary | Purchases | Advances |
|---|---|---|
| Number of days this Billing Period 28 | | |
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 17486.42 | 2975.49 |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6415 THE LAKES, NV 88901-6415 86160N
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202427

**ımerican Judges**
**ıssociation**

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE
1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 12/04/00 | $28,708.98 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $2,106.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

ı check
ble to:

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2556
Print change of address or new telephone number below

Address

City State Zip

( ) ( )
Home phone Work phone

G T PORTEOUS JR 4
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | | 30 | 11/04/00 | $2,106.00 | 12/04/00 |

| ...ating ...ate | Transaction Date | Reference Number | Card Type | Category | Transactions — NOVEMBER 2000 STATEMENT | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| JRCHASES AND ADJUSTMENTS | | | | | | | |
| 1/04 | 10/06 | 8183 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 1/04 | 11/04 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 11/03 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 10/06/2000 THROUGH 11/04/2000 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

**SUMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $28,183.96 | $0.00 | $0.00 | $58.00 | $467.02 | $0.00 | $28,708.98 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $1,566.00 |
| Current Payment | $540.00 |
| Total Minimum Payment Due | $2,106.00 |

**FINANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| PURCHASES | 0.054739% DLY | 19.98% | $28,438.97 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

*FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY*

- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-25
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

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**merican Judges**
**ssociation**

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE 1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 11/03/00 | $28,183.96 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $1,566.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check le to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

or account information call 1-800-626-2556
fint change of address or new telephone number below

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

ddress

ity State Zip

( ) ( )
ome phone Work phone

06 [redacted]

| ccount Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | | 29 | 10/05/00 | $1,566.00 | 11/03/00 |

| sting te | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | OCTOBER 2000 STATEMENT | | |
| IRCHASES AND ADJUSTMENTS | | | | | | | |
| 1/05 | 09/07 | 7682 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 1/05 | 10/05 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 10/04 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 09/07/2000 THROUGH 10/05/2000 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

PERHAPS IT WAS AN OVERSIGHT, BUT WE HAVE NOT RECEIVED YOUR PAYMENT. IF IT HAS BEEN MAILED, THANK YOU. IF YOU NEED ASSISTANCE, PLEASE CALL 1-888-755-1565.

JOIN YOUR CLASSMATES AND FRIENDS ON THE HILLTOP FOR HOMECOMING 2000 ON OCT 14. HOMECOMING AT WLSC! IT'S THE PLACE TO BE.

SHARE THE SECURITY OF A RELIABLE CREDIT CARD. CALL 1-800-770-6459 TO ADD SOMEONE TO YOUR ACCOUNT.

**UMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $27,682.55 | $0.00 | $0.00 | $58.00 | $443.31 | $0.00 | $28,183.96 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $1,050.00 |
| Current Payment | $516.00 |
| Total Minimum Payment Due | $1,566.00 |

**INANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| ash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| PURCHASES | 0.054739% DLY | 19.98% | $27,926.03 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE..... 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

*FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY*

- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
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**nerican Judges**
**ssociation**

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE
1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 10/04/00 | $27,682.65 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $1,050.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

heck
ss:

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

r account information call 1-800-626-2556
nt change of address or new telephone number below

dress

y State Zip

( ) ( )
me phone Work phone

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06 [redacted]

| ount Number | Credit Line | Cash or Credit Available | Date in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | $0.00 | 33 | 09/06/00 | $1,050.00 | 10/04/00 |

| ting s | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | SEPTEMBER 2000 STATEMENT | | |
| RCHASES AND ADJUSTMENTS | | | | | | | |
| /06 | 08/05 | 7129 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| /06 | 09/05 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 09/05 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 08/05/2000 THROUGH 09/05/2000 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

FOR UP-TO-THE-MINUTE ACCOUNT INFORMATION, VISIT WWW.MBNANETACCESS.COM

SAVE TIME PAYING BILLS! ASK YOUR UTILITY AND SERVICE PROVIDERS TO BILL DIRECTLY TO YOUR CREDIT CARD ACCOUNT.

LET SOMEONE ELSE DO THE SHOPPING. CALL 1-800-770-6459 TO ADD SOMEONE TO YOUR ACCOUNT.

SAVE TIME. SAVE MONEY. SHOP ONLINE AT WWW.MBNASHOPPING.COM

**UMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $27,129.72 | $0.00 | $0.00 | $58.00 | $494.93 | $0.00 | $27,682.65 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $483.00 |
| Current Payment | $567.00 |
| Total Minimum Payment Due | $1,050.00 |

**INANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| ash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $27,398.77 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE..... 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

*FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY*

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
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JC202430

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE 1999

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 01/11/01 | $3,212.80 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $52.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

Make check payable to:
MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

For account information call 1-800-626-2556
Print change of address or new telephone number below

Address

City State Zip

( ) ( )
Home phone Work phone

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

11 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $9,500.00 | $6,287.20 | 31 | 12/12/00 | $52.00 | 01/11/01 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions — DECEMBER 2000 STATEMENT | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| **PAYMENTS AND CREDITS** | | | | | | | |
| 1/14 | | 4450 | MC | | PAYMENT - THANK YOU | | 500.00 CR |
| 1/17 | | 3208 | MC | | DILLARDS 284 METARIE LA | | 34.80 CR |
| 1/27 | | 8517 | MC | | MACY S EAST #082 KENNER LA | | 101.67 CR |
| 2/07 | | 8401 | MC | | BANANA REPUBLIC #8260 METARIE LA | | 27.72 CR |
| 2/11 | 12/10 | 9569 | MC | | PAYMENT - THANK YOU | | 500.00 CR |
| **CASH ADVANCE TRANSACTIONS** | | | | | | | |
| 1/27 | 11/25 | 2095 | MC | B | HIBERNIA NATIO 4 CANA NEW ORLEANS LA | 63.00 | |
| 1/27 | 11/25 | 2095 | MC | B | ATM TRANSACTION FEE | 5.00 | |
| 1/27 | 11/25 | 2087 | MC | B | HIBERNIA NATIO 4 CANA NEW ORLEANS LA | 203.00 | |
| 1/27 | 11/25 | 2087 | MC | B | ATM TRANSACTION FEE | 6.09 | |
| 2/01 | 11/28 | 6170 | MC | B | WHITNEY NATL BK 5050 W . KENNER LA | 103.00 | |
| 2/01 | 11/29 | 6170 | MC | B | ATM TRANSACTION FEE | 5.00 | |
| 01 | 11/30 | 6188 | MC | B | WHITNEY NATL BK 5050 W . KENNER LA | 103.00 | |
| 01 | 11/30 | 6188 | MC | B | ATM TRANSACTION FEE | 5.00 | |
| **PURCHASES AND ADJUSTMENTS** | | | | | | | |
| /13 | 11/11 | 6086 | MC | C | DILLARDS 284 METARIE LA | 53.69 | |
| /14 | 11/11 | 4142 | MC | C | 9 WEST #7203 METAIRE LA | 43.49 | |
| /14 | 11/12 | 3170 | MC | C | JCPENNEY CO 0549 METAIRIE LA | 23.92 | |

IMPORTANT NEWS

HOW DO YOU USE THE THREE ENCLOSED CHECKS? HOLIDAY SHOPPING, A WINTER VACATION, HOME RENOVATIONS, BILL CONSOLIDATIONS ... THE LIST IS ENDLESS!

4-WHEEL FUN AWAITS YOU IN COSTA RICA. 8-NIGHT SELF-DRIVE LAND ADVENTURES BEGIN AT $545 PP. CALL 1-888-899-3682 OR VISIT WWW.MBNATRAVEL.COM FOR MORE DETAILS!

TO ACCESS YOUR CREDIT LINE DURING THE HOLIDAYS, USE YOUR CREDIT CARD AND PIN CODE AT AN ATM. TO REQUEST A NEW PIN, CALL 1-800-859-1933.

**SUMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $928.14 | $1,164.19 | $472.00 | $2,939.40 | $9.92 | $27.53 | $3,212.80 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $0.00 |
| Current Payment | $52.00 |
| Total Minimum Payment Due | $52.00 |

**FINANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.024630% DLY | 8.99% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $233.17 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $351.43 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 54.58%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2551
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-345-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

557 03K Y OLK 0713 0200 00

JC202431

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE 1999

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 01/11/01 | $3,212.80 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $52.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

Make check payable to:
MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

For account information call 1-800-626-2556
Print change of address or new telephone number below

Address

City State Zip

( ) ( )
Home phone Work phone

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

11 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $9,500.00 | $6,287.20 | 31 | 12/12/00 | $52.00 | 01/11/01 |

DECEMBER 2000 STATEMENT

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| PURCHASES AND ADJUSTMENTS | | | | | | | |
| 1/14 | 11/12 | 3173 | MC | C | JCPENNEY CO 0549 METAIRIE LA | 25.20 | |
| 1/14 | 11/12 | 9308 | MC | C | BANANA REPUBLIC #8260 METARIE LA | 93.08 | |
| 1/14 | 11/12 | 3941 | MC | C | GCA TREASURE CHEST 800-644-0439 LA | 214.99 | |
| 1/14 | 11/12 | 3941 | MC | C | CASH EQUIVALENT TRANSACTION FEE | 6.44 | |
| 1/20 | 11/18 | 3807 | MC | C | J CREW 800-932-0043 VA MAIL/PHONE | 58.00 | |
| 1/22 | 11/20 | 4420 | MC | C | UNIQUE CLOTHING POMPANO BEACHFL | 47.95 | |
| 1/22 | 11/20 | 0099 | MC | C | APPAREL WORLD DALLAS TX | 85.00 | |
| 1/22 | 11/20 | 9616 | MC | C | BASS PRO SHOPS MAIL OR SPRINGFIELD MO MAIL/PHONE | 130.50 | |
| 1/27 | 11/24 | 3208 | MC | C | BANANA REPUBLIC #8191 KENNER LA | 21.74 | |
| 1/27 | 11/24 | 8442 | MC | C | MACY S EAST #082 KENNER LA | 21.92 | |
| 1/27 | 11/24 | 7577 | MC | C | LIMITED STORES00000757 KENNER LA | 42.96 | |
| 1/27 | 11/24 | 3400 | MC | C | GAP #4524/THE KENNER LA | 52.20 | |
| 27 | 11/24 | 8699 | MC | C | MACY S EAST #082 KENNER LA | 101.67 | |
| 28 | 11/25 | 0409 | MC | C | BANANA REPUBLIC #8260 METARIE LA | 121.80 | |
| /28 | 11/25 | 7930 | MC | C | S WEST #7203 METAIRE LA | 130.49 | |
| 1/28 | 11/26 | 7300 | MC | C | SAAGAR IMPORTS INC PORCHESTER NY | 41.40 | |
| 1/29 | 11/26 | 1725 | MC | C | KMART 00004810 METAIRIE LA | 46.60 | |
| 2/01 | 11/29 | 0656 | MC | C | ORIENT EXPRESSED IMPOR 504 B99-3060 LA | 20.71 | |

IMPORTANT NEWS

SINCE 1/1/99, CUSTOMERS HAVE SAVED AN AVERAGE OF $287.24 PER YEAR THROUGH THE MBNA AUTO INSURANCE PROGRAM WITH AIG COMPANIES. CALL 1-800-297-4431 EXT 2580.

SUMMARY OF TRANSACTIONS

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $928.14 | $1,164.19 | $472.00 | $2,939.40 | $9.92 | $27.53 | $3,212.80 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $0.00 |
| Current Payment | $52.00 |
| Total Minimum Payment Due | $52.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.024630% DLY | 8.99% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $233.17 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $351.43 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 54.58%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2556.
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

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JC202432

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE 1999

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 01/11/01 | $3,212.80 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $52.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

Make check payable to:

MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

For account information call 1-800-626-2556
Print change of address or new telephone number below

Address

City State Zip

( ) ( )
Home phone Work phone

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

11 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $9,500.00 | $6,287.20 | 31 | 12/12/00 | $52.00 | 01/11/01 |

DECEMBER 2000 STATEMENT

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | | | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|---|---|
| PURCHASES AND ADJUSTMENTS | | | | | | | | | |
| 2/01 | 11/29 | 0755 | MC | C | ORIENT EXPRESSED IMPOR | 504 899-3060 | LA | 20.71 | |
| 2/04 | 12/01 | 8168 | MC | C | BARNES & NOBLE #2768 | METAIRIE | LA | 73.41 | |
| 2/04 | 12/02 | 7061 | MC | C | WHEREHOUSE MUSIC #8094 | METAIRIE | LA | 18.48 | |
| 2/05 | 12/04 | 5916 | MC | C | STEIN-MART #0040 | METAIRIE | LA | 563.03 | |
| 2/06 | 12/04 | 0025 | MC | C | HOME DEPOT #349 | KENNER | LA | 32.31 | |
| 2/06 | 12/04 | 5869 | MC | C | N O HAMBURGER SEAFOOD | METAIRIE | LA | 30.00 | |
| 2/06 | 12/04 | 3856 | MC | C | PICCADILLY CAFETERIA | METAIRIE | LA | 30.00 | |
| 2/06 | 12/05 | 8350 | MC | C | WAL MART | METAIRIE | NORLA | 43.46 | |
| 2/07 | 12/05 | 8500 | MC | C | BANANA REPUBLIC #8260 | METARIE | LA | 11.96 | |
| 2/07 | 12/05 | 5483 | MC | C | LA CHILDREN S MUSEUM I | NEW ORLEANS | LA | 14.07 | |
| 2/07 | 12/05 | 4733 | MC | C | THE BOMBAY COMPANY #47 | METAIRIE | LA | 30.00 | |
| '07 | 12/05 | 5580 | MC | C | ANN TAYLOR #98 | METAIRIE | LA | 30.00 | |
| 07 | 12/05 | 5491 | MC | C | LA CHILDREN S MUSEUM I | NEW ORLEANS | LA | 73.78 | |
| ./07 | 12/05 | 5606 | MC | C | ANN TAYLOR #98 | METAIRIE | LA | 182.68 | |
| 2/08 | 12/06 | 5876 | MC | C | MACY S EAST #082 | KENNER | LA | 17.27 | |
| 2/08 | 12/06 | 1627 | MC | C | PAUL HARRIS STORE 4001 | KENNER | IA | 18.92 | |
| 2/08 | 12/06 | 5959 | MC | C | MACY S EAST #082 | KENNER | LA | 29.44 | |
| 2/08 | 12/06 | 0508 | MC | C | GAP #4524/THE | KENNER | LA | 37.52 | |

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $928.14 | $1,164.19 | $472.00 | $2,939.40 | $9.92 | $27.53 | $3,212.80 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $0.00 |
| Current Payment | $52.00 |
| Total Minimum Payment Due | $52.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.02463% DLY | 8.99% | $0.00 |
| B. ATM, BANK | 0.054738% DLY | 19.98% | $233.17 |
| PURCHASES | 0.054739% DLY | 19.98% | $351.43 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 54.58%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

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JC202433

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE 1999

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 01/11/01 | $3,212.80 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $52.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

Make check payable to:
MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

For account information call 1-800-626-2556.
Print change of address or new telephone number below

Address

City State Zip

( ) ( )
Home phone Work phone

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

11 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $9,500.00 | $6,287.20 | 31 | 12/12/00 | $52.00 | 01/11/01 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | | | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | DECEMBER 2000 STATEMENT | | | | |
| PURCHASES AND ADJUSTMENTS | | | | | | | | | |
| 12/08 | 12/06 | 6031 | MC | C | MACY S EAST #082 | KENNER | LA | 36.52 | |
| 12/08 | 12/06 | 0027 | MC | C | H2D SALON AND SPA | METAIRIE | LA | 40.00 | |
| 12/08 | 12/06 | 0004 | MC | C | CABELAS INC. 52474280 | TEL800237888 | NE. MAIL/PHONE | 61.85 | |
| 12/08 | 12/06 | 6114 | MC | C | MACY S EAST #082 | KENNER | LA | 133.98 | |
| 12/09 | 12/07 | 0064 | MC | C | SADIE'S BOUTIQUE | NEW ORLEANS | US | 32.70 | |
| | | TOTAL FOR BILLING CYCLE FROM 11/12/2000 THROUGH 12/12/2000 | | | | | | $3,438.93 | $1,164.19 CR |

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $928.34 | $1,164.19 | $472.00 | $2,939.40 | $9.92 | $27.53 | $3,212.80 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $0.00 |
| Current Payment | $52.00 |
| Total Minimum Payment Due | $52.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.024630% DLY | 8.99% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $233.17 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $351.43 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 54.58%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-255
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

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JC202434

P O BOX 17127
BALTIMORE MD 21297

03-08-01

ACCOUNT NO. [redacted]

OFFICE NUMBER 67-43-0954

## Statement of Account

| REGULAR PAYMENT AMOUNT | PAST DUE AMOUNT | PRESENT LATE CHARGE DUE | TOTAL AMOUNT DUE | PAYMENT DUE DATE |
|---|---|---|---|---|
| .00 | 17711.35 | .00 | 17711.35 | 03-28-01 |

002-100828

THE TRAVELERS BANK
P O BOX 17127
BALTIMORE MD 21297

GABRIEL T PORTEOUS JR
US DISTRICT COURT
NEW ORLEANS LA 70130

AMOUNT REMITTED

PLEASE RETURN THIS PORTION WITH PAYMENT. WRITE ANY ADDRESS CHANGES ON BACK.

## Customer Receipt

AMOUNT CHECK NO.

| OFFICE NUMBER | OFFICE PHONE NUMBER | DATE | PREVIOUS STATEMENT BALANCE |
|---|---|---|---|
| 67-43-0954 | 410-581-6800 | 01-28-01 | 17711.35 |

| DATE | TRANS TYPE SEE REV SIDE | AMOUNT | INTEREST/CHARGES | PRINCIPAL | CURRENT BALANCE |
|---|---|---|---|---|---|

citi financial

SERVICING ACCOUNT ON BEHALF OF
CITIBANK (SOUTH DAKOTA), N.A. OR CITIBANK USA

*****PLEASE PAY IMMEDIATELY UPON RECEIPT OF STATEMENT
*****THANK YOU.

| ACCOUNT NUMBER | PAYMENT DUE ON | REGULAR PAYMENT AMOUNT | PAST DUE AMOUNT | PRESENT LATE CHARGE DUE | TOTAL AMOUNT DUE | ADDITIONAL LATE CHARGES DUE ON |
|---|---|---|---|---|---|---|
| [redacted] | 03-28-01 | .00 | 17711.35 | .00 | 17711.35 | |

JC202435

G. T. Porteous, Jr.
500 Camp St.
Section T
New Orleans, LA 70130-3313

March 13, 2001

Account No.: [redacted]

Dear G. T. Porteous, Jr.,

Your MBNA account was charged off as a bad debt and is scheduled to be sold to a collection agency.

We are providing you with two alternatives before selling your account. Select the option below that works best for you. Your payment must be in our office no later than March 25, 2001:

1. MBNA agrees to accept a settlement amount of $10,310.00 in certified funds, as payment in full, if received in this office by your due date. An updated consumer report will be sent to the appropriate national consumer reporting agencies reflecting that the account has been settled.

2. Upon receipt of $2,950.00 in certified funds, MBNA agrees to accept $890.00 per month until your balance is paid in full, interest free.

Failure to satisfy your debt will force us to refer your account to a third party.

To confirm your acceptance of one of the above offers, call 1-800-318-5610 by March 25, 2001. This is your last chance to avoid having your account being sold to a collection agency.

Sincerely,

Tom Feely
Vice President

Call 1-800-318-5610 today!
Monday through Thursday, 8 a.m. to 9 p.m.
Friday, 8 a.m. to 5 p.m.
Saturday, 8 a.m. to noon
Eastern time

A 0021 43332 V02 0006931,0712013 Squire

Source Code: 5490990999635806

JC202436

merican Judges
ssociation

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE
1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 04/04/01 | $30,931.02 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $4,386.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
ble to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2558
Print change of address or new telephone number below

Address

City State Zip

Home phone ( ) Work phone

G T PORTEOUS JR 4
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | | 29 | 03/06/01 | $4,386.00 | 04/04/01 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | MARCH 2001 STATEMENT | | |

PURCHASES AND ADJUSTMENTS

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 03/06 | 02/06 | 0000 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 03/06 | 02/06 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 03/05 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 02/06/2001 THROUGH 03/06/2001 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

SUMMARY OF TRANSACTIONS

| Previous Balance | (+) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $30,[illegible] | $0.00 | $0.00 | $58.00 | $486.56 | $0.00 | $30,931.02 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $3,827.00 |
| Current Payment | $559.00 |
| Total Minimum Payment Due | $4,386.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM. BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $30,650.66 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

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- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

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JC202437

CITIBANK

*Citicorp Credit Services, Inc.*
*A Subsidiary of Citigroup*

*Bankruptcy Recovery Unit*
*P.O. Box 20487*
*Kansas City, MO 64195-9904*

January 31, 2001

RECEIVED
FEB 05 2001

Claude C. Lightfoot Jr.
3500 N. Causeway Blvd. Executive Tower Suite 450
Metairie, LA. 70002

RE: G. Thomas Porteous Jr. [redacted]

Dear Claude C. Lightfoot Jr.

We have received your recent communication and appreciate your attention to this matter. We would like to discuss the circumstances surrounding the situation and explore an alternative that would be advantageous to both parties.

Please contact one of our settlement representatives at the toll free number listed below.

We look forward to speaking to you.

Please see the reverse side of this letter for important information.

Sincerely,

Kelley R. Klenda

Kelley Klenda
Manager

Toll-free Telephone Number: 1-800-846-8444 ext.Option 7
Office Hours: Monday-Friday, 7:00am – 3:30pm Central Time

JC202438

**GC Services**
The Teleservices Company

Claude Lightfoot
3500 N. Causeway Blvd Ste. 450
Metairie, LA 70002

| | |
|---|---|
| DATE: | December 11, 2000 |
| RE: | G. Thomas Porteous, Jr. |
| BALANCE DUE: | $11,855.57 |
| ACCOUNT #: | [redacted] |
| FILE #: | 837081 |

Dear Claude Lightfoot:

We have been advised by the above-named party(s) that you are representing them with respect to this debt.

Pursuant to Section 805 (a) (2) of the Fair Debt Collection Practices Act, we are requesting that you contact us within a reasonable period of time so that we can determine your client's intentions with respect to the balance due our client.

We have previously attempted to discuss this matter over the telephone with you, but we have not had a response to our telephone messages.

If we do not hear from you within a reasonable period of time, the above-cited Section of the Act permits us to resume collection activity and contact the above-named party.

Sincerely,

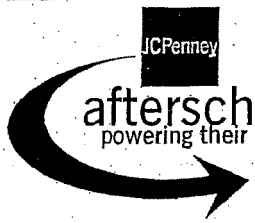
76
Account Representative

**NOTICE: See reverse side for important consumer information.**

FDA (9/97) GCFM 0290

GC Services Limited Partnership
111 Westport Plaza, Suite 205 • St. Louis, MO 63146 • 314/851-4300 • Fax 314/851-4320

JCPenney




...helping to provide affordable, high-quality afterschool programs in partnership with the YMCA, Boys & Girls Clubs of America and our public schools.

Visit our website at www.JCPenney.net and look for JCPenney Afterschool. Also call or log on to any of the following.

8325 1-888-333-YMCA or www.ymca.net 1-800-854-CLUB or www.bgca.org 1-800-USA-LEARN or www.ed.gov

JCPenney STORES & CATALOG Visit us at www.jcpenney.com

Use your JCPenney Card at Eckerd Drug Stores

www.eckerd.com

Account Statement

Billing Inquiry Notice Address See reverse side for details. Telephoning will not preserve your rights.

P.O. BOX 27570
ALBUQUERQUE, NM 87125
1-800-527-3369
1-800-527-2110 EN ESPANOL

H

| | |
|---|---|
| ACCOUNT NUMBER | [redacted] |
| CURRENT BILLING DATE | 02-19-01 |
| DAYS THIS PERIOD | 31 |

PAGE 01 OF 01 To avoid additional finance charge, please pay the new balance by due date 03-16-01

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 3300 AVAILABLE CREDIT

| Date | Reference Number | Balance Type | Item Description | Charges | Payments and Credits |
|---|---|---|---|---|---|

| BALANCE TYPE | | COMPUTED ON AVERAGE DAILY BALANCE | MONTHLY PERIODIC RATE(S) % | ANNUAL PERCENTAGE RATE(S) % |
|---|---|---|---|---|
| REGULAR | A | 2801.94 | 2.08250 | 24.99 |

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

| BALANCE SUMMARY | PREVIOUS BALANCE | PAYMENTS AND CREDITS | + FINANCE CHARGE | + CHARGES | NEW BALANCE | PAST DUE AMOUNT | MINIMUM PAYMENT |
|---|---|---|---|---|---|---|---|
| TOTAL | 2901.94 | 0.00 | 58.34 | 0.00 | 2960.28 | 797.00 | 945.00 |

JC202440

# Cardmember Statement FIRST USA.

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

VISA

| ACCOUNT NUMBER | PAST DUE AMOUNT | NEW BALANCE | MINIMUM PAYMENT DUE | PAYMENT DUE DATE | WRITE AMOUNT OF PAYMENT |
|---|---|---|---|---|---|
| [redacted] | 746.00 | 6,046.24 | 1,912.24 | 03/17/01 | |

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account.
Send top portion of statement with payment in enclosed envelope.

32

19976

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

[redacted]

New Address or E-mail?
Please see reverse side of form.

CUSTOMER SERVICE
1-800-955-9900 (INSIDE US)
1-614-248-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.firstusa.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

| ACCOUNT NUMBER | TOTAL CREDIT LINE | CASH ADVANCE CREDIT LINE† | AVAILABLE CREDIT | AVAILABLE PORTION FOR CASH ADVANCES | PAYMENT DUE DATE | CLOSING DATE |
|---|---|---|---|---|---|---|
| [redacted] | 5,000 | 2,500 | 0 | 0 | 03/17/01 | 02/20/01 |

## CARDMEMBER ACTIVITY SUMMARY

| TRANS. DATE | POST. DATE | REFERENCE NUMBER | MERCHANT NAME OR TRANSACTION DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 02/20 | 02/20 | | OVERLIMIT FEE | 29.00 |
| 02/20 | 02/20 | | LATE FEE | 29.00 |
| 02/20 | 02/20 | | PERIODIC RATE *FINANCE CHARGE* | 124.57 |

** AVOID FURTHER DAMAGE TO YOUR CREDIT RATING**
AND TO PREVENT YOUR ACCOUNT FROM CHARGING OFF,
REMIT YOUR PAYMENT IMMEDIATELY.

| PREVIOUS BALANCE | + PURCHASES, FEES AND ADJUSTMENTS | + CASH ADVANCES | + FINANCE CHARGES | - PAYMENTS AND CREDITS | NEW BALANCE |
|---|---|---|---|---|---|
| 5,863.67 | 58.00 | 0.00 | 124.57 | 0.00 | 6,046.24 |

PERIODIC RATE(S) AND APR(S) MAY VARY

| FINANCE CHARGE SUMMARY | AVERAGE DAILY BALANCE CURRENT CYCLE | AVERAGE DAILY BALANCE PREVIOUS CYCLE | DAILY PERIODIC RATE | CORRESPONDING ANNUAL PERCENTAGE RATE | PERIODIC FINANCE CHARGE |
|---|---|---|---|---|---|
| PURCHASES | 5,923.79 | 0.00 | .06572% | 23.99% | 124.57 |
| CASH | 0.00 | 0.00 | .06572% | 23.99% | 0.00 |

EFFECTIVE ANNUAL PERCENTAGE RATE 25.23% TOTAL PERIODIC FINANCE CHARGE 124.57

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges including transaction fees such as cash advance and balance transfer fees expressed as a percentage.
† Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

5630 PCD 1 14 EX 7 Page 1 of 1 3366 5000 X663 0093 040220 01GS5630 1997

JC202441

**merican Judicature**
**ociety**

PLATINUM PLUS™
the new standard

www.mbnanetaccess.com

CARDHOLDER SINCE
1985

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 03/21/01 | $29,443.71 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $4,211.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
ble to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-789-5565
Print change of address or new telephone number below

address

City State Zip

( )
Home phone Work phone

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

18 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $25,700.00 | | 29 | 02/20/01 | $4,211.00 | 03/21/01 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | FEBRUARY 2001 STATEMENT | | |
| PURCHASES AND ADJUSTMENTS | | | | | | | |
| 2/20 | 01/23 | 8922 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 2/20 | 02/20 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 02/19 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 01/23/2001 THROUGH 02/20/2001 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

**SUMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $28,922.56 | $0.00 | $0.00 | $58.00 | $463.15 | $0.00 | $29,443.71 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $3,675.00 |
| Current Payment | $536.00 |
| Total Minimum Payment Due | $4,211.00 |

**FINANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $5,696.79 |
| OTHER BALANCES | 0.054739% DLY | 19.98% | $23,478.70 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For Customer Satisfaction and up to the minute automated information including, balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-6565
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

4199 50R 4MZ 0200 0000 00

JC202442

FIRST USA BANK, N.A.
P.O. BOX 15548
WILMINGTON, DE 19886-5548

FIRST USA®

February 20, 2001

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

RE: [redacted]

Dear G Thomas Porteous:

The above referenced account has been sent to my office for charge-off. Our Customer Support Department has made continued efforts to contact you with no success. This letter is an attempt to offer you some assistance in resolving this past due amount by possibly settling out the account or making special arrangements. This account is scheduled to charge off on 02/26/2001, but based on your past credit history, we are willing to work with you to avoid this as well as further action.

Contact us immediately to make all necessary arrangements.

Sincerely,

Carole Lindinger
Customer Support Division
800-216-0499 ext 2086

FIRST USA BANK, N.A.
P.O. BOX 15548
WILMINGTON, DE 19886-5548

FIRST USA®

February 20, 2001

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

RE: [redacted]

Dear G Thomas Porteous:

We are pleased that we could find a settlement that worked for you. This is to confirm that we agreed to settle your credit card account for 21 of the balance. You will benefit with all these advantages:

* You will pay $1237, a significant savings over the full balance that you owe us. (Please note that any funds paid to prevent your account from charging off immediately are in addition to this amount.)
* We will stop all efforts to collect.
* We will report your account to the national credit bureaus as "settled" with no balance due.

To accept this offer, please send your payment for 1237. You can:

* Call to make a payment over the phone with our free e-pay service.
* Mail us a cashier's check or money order.

We must receive your payment within 10 days from the date of this letter, or before the date your account is scheduled to charge off, whichever comes first. If you have arranged to make multiple payments, the total settlement amount must be received within the agreed time frame. If you do not complete your settlement arrangement on time, this agreement will terminate and we will continue our collection efforts.

If you have not already done so, please destroy all the cards and convenience checks for your account. If you have any questions about your settlement arrangement, please call us at ( 800 ) 214 - 0499. We look forward to receiving your payment.

Sincerely,

Oscar Anderson
Customer Support Division

Send payment to: First USA Bank * P.O. Box 15548 * Wilmington, DE. 19886-5548

ST USA®

February 20, 2001

confirm that we
t with all these

owe us. (Please note
y are in addition to

ith no balance due.

efore the date your
d to make multiple
: frame. If you do not
ınd we will continue

:hecks for your
call us at ( 800 ) 214 -

6-5548

P O BOX 17127
BALTIMORE MD 21297

STATEMENT DATE
01-28-(

ACCOUNT NO.
[redacted]

## Statement of Account

17711.35 .00 .00 1

REGULAR PAYMENT AMOUNT | PAST DUE AMOUNT | PRESENT LATE CHARGE DUE | TOTAL

THE TRAVELERS BANK
P O BOX 17127
BALTIMORE MD 21297

015-000793
GABRIEL
US DISTI
NEW ORLE

AMOUNT REMITTED

PLEASE RETURN THIS PORTION WITH PAYMENT. WRITE ANY ADDRESS CHAN

## Customer Receipt

| OFFICE NUMBER | OFFICE PHONE NUMBER | DATE | PREVIOUS STATEMENT |
|---|---|---|---|
| 67-43-0954 | 410-581-6800 | ** FIRST STATEM | |

| DATE | TRANSITIVE REVISION | AMOUNT | INTEREST/CHARGES | PRINCIPAL |
|---|---|---|---|---|
| 01-28 | | | | |

citi financial

SERVICING ACCOUNT ON BEHALF OF
CITIBANK (SOUTH DAKOTA), N.A. OR CITIB

*****PLEASE PAY IMMEDIATELY UPON RECEIPT OF STATEMEN
*****THANK YOU.

| ACCOUNT NUMBER | PAYMENT DUE DATE | REGULAR PAYMENT AMOUNT | PAST DUE AMOUNT | PRESENT LATE CHARGE DUE | TOTAL AMOUNT |
|---|---|---|---|---|---|
| [redacted] | 02-28-01 | 17711.35 | .00 | .00 | 17711 |

JC202445

**merican Judges**
**ssociation**

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE
1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 03/05/01 | $30,386.46 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $3,827.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
ble to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2558
Print change of address or new telephone number below

Address

City State Zip
( ) ( )
Home phone Work phone

G T PORTEOUS JR 4
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | | 31 | 02/05/01 | $3,827.00 | 03/05/01 |

| Posting Date | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | FEBRUARY 2001 STATEMENT | | |
| URCHASES AND ADJUSTMENTS | | | | | | | |
| 2/05 | 01/06 | 9817 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 2/05 | 02/05 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 02/04 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 01/06/2001 THROUGH 02/05/2001 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

**SUMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $29,817.79 | $0.00 | $0.00 | $58.00 | $510.67 | $0.00 | $30,386.46 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $3,244.00 |
| Current Payment | $583.00 |
| Total Minimum Payment Due | $3,827.00 |

**FINANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $30,094.05 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-6
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, u form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

6938 02J 7P8 0200 0000 00

JC202446

5329 0416 1600 1290 PAGE 1 OF 1

ACCOUNT NUMBER: [redacted]

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 03/05/01 | $11,019.39 | $2,444.39 |

Enter Amount Enclosed In Boxes Below

$ [ ]

Please make check or money order payable to:
CHASE PLATINUM MASTERCARD.

Print change of address and telephone number:

New Address: _____

Telephone: ( )

009853

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

[redacted]

Please detach at perforation and return with your payment.

CHASE

Chase Platinum MasterCard®
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $11,019.39 | 03/05/01 | 02/08/01 | 30 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $0 | $6,000 | $0 |

## Here is your Account Summary:

| | TOTAL |
|---|---|
| Previous Balance | $10747.32 |
| (-) Payments, Credits | 0.00 |
| (+) Purchases, Cash, Debits | 58.00 |
| (+) FINANCE CHARGES | 214.07 |
| (=) New Balance | 11019.39 |
| Minimum Due | 220.00 |
| Past Due - Pay Immediately | 1205.00 |
| Over Line - Pay Immediately | 1019.39 |
| Minimum Payment Due | $2444.39 |

THE EASIEST WAY TO PAY!
PAY THIS BILL BY TELEPHONE.
IT'S FAST AND EASY! CALL THE
NUMBER ON THIS STATEMENT
FOR MORE DETAILS.

## Your charges and credits at a glance:

| TRAN. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| | 02/08 | | OVERLIMIT FEE | | 29.00 |
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 0.00 | 58.00 |

THIS IS THE LAST CHANCE TO PREVENT LONG-TERM DAMAGE TO YOUR CREDIT RATING. CONTACT US NOW TO MAKE IMMEDIATE PAYMENT ARRANGEMENTS.

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | V 0.06573% | $4051.65 | $79.89 | $79.89 | 23.99% | 23.99% |
| Cash | V 0.06573% | $6804.53 | $134.18 | $134.18 | 23.99% | 23.99% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.

JC202447

S-01S-18 J-6553 P-010368 A-009853 T-E F-P P-FC OZ-1

*948FB0098530*

Chase BankCard Services, Inc.
P O Box 30755
Tampa, FL 33630-3755

CHASE

CARMELLA G PORTEOUS 044740
4801 NEYREY DR
METAIRIE, LA 70002-1426

FEBRUARY 9, 2001

Account No: [redacted]

Dear Carmella G Porteous ,

You have failed to pay your obligation in accordance with your Cardmember Agreement. As a result, your account is scheduled for Charge-Off.

You are no doubt aware of the added costs this may cause as well as the major derogatory rating which will be reflected on your credit report. To avoid this action, please send us the amount of $1,425.00 within seven days.

You may use the coupon attached to the bottom of this letter when sending a payment. We have enclosed an envelope for your convenience.

We are still willing to work together with you on this matter. Please contact a Chase Representative between the hours of 8:00 AM to 11:00 PM, Monday through Thursday, Friday, 8:00 AM to 9:00 PM, Saturday 8:00 AM to 5:00 PM, and Sunday, Noon to 9:00 PM EST at 800-334-6350*.

If you have already mailed your payment, thank you.

Sincerely,

*Paul Ribarich*
Collection Department

ACCOUNT IS OWNED BY CHASE MANHATTAN BANK USA, N.A. AND MAY BE SERVICED BY ITS AFFILIATES.
*CALLS MAY BE MONITORED AND/OR RECORDED TO ENSURE THE HIGHEST LEVEL OF QUALITY SERVICE.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE 988925

CHASE

BALANCE $11,019.39 | MINIMUM DUE $1,425.00

Account No: [redacted]

Enter Amount Enclosed in Boxes Below

$

Please make check or money order payable to: Chase Platinum Mastercard®

Print change of address and telephone number:

New Address: _____

Phone (Home): ( ) Bus: ( )

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE, LA 70002-1426

CHASE MANHATTAN BANK USA, N.A.
PO BOX 15583
WILMINGTON, DE 19886-1194

JC202448

Visit www.citibankcards.com

citi

3003275980426999999566742590 88

Your Account Number [redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| MAR 07 2001 | $25667.42 | $25667.42 | |

6076SN VAS 32 08A0201 BR3011113

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

Citibank AAdvantage®
A registered trademark of American Airlines, Inc.

Account Number [redacted]

For Customer Service, call or write
1-800-925-8871

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

Payment must be received by 1:00 pm local time on 03/07/2001

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 02/12/2001 | $22000 | $16000 | $25667.42 | XXXXX SEE BELOW XXXXX | |

| Bill Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---|---|---|---|---|
| 2/12 | | | OVER CREDIT LIMIT FEE | 29.00 |
| 2/12 | | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 544.38 |

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 25094.04 | 29.00 | | | 544.38 | | 25667.42 |
| Advances | | | | | | | |
| Total | 25094.04 | 29.00 | | | 544.38 | | 25667.42 |

| | |
|---|---|
| Purchases Minimum Due | 544.38 |
| Advances Minimum Due | |
| Amount Over Credit Line | 3667.42 |
| Fees | |
| Past Due | 3463.37 |
| Minimum Amount Due | 25667.42 |

| Rate Summary | Purchases | Advances |
|---|---|---|
| Number of days this Billing Period 32 | | |
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 25356.75 | |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408 6076SN

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202449

# *Last Chance to Save Your Account*

G T Porteous Jr
500 Section T Camp St
New Orleans, LA 70130-3313

Account No.: [redacted] February 1, 2001

Dear G T Porteous Jr,

**Please understand, your MBNA account is scheduled to be written off as a bad debt in February. If we do not receive a payment, or you do not contact us by February 14, 2001 we may refer your account to a collection agency after it is written off. We will no longer be able to work with you. Until the year 2008, any potential employer, mortgage company, car dealership, or creditor will see this mark on your credit file.**

Now is the time to act! MBNA has three special offers to prevent your account from being written off as a bad debt:

1. **Pay $3920.00 by February 14, 2001, and call to see what you can do to regain your charging privileges.**
2. **Forgive 60% of your balance by making a payment of $11850.00 and we will consider your account settled. To get started, pay $690.00 by February 14, 2001, and call 1-888-650-6262 to make the remaining payment arrangements on your account. You can take up to nine months to pay this balance!**
3. **Accept a reduced-payment with a monthly payment of $390.00 and an Annual Percentage Rate of 13.00%. This program would be effective for nine months. To accept this option, please send your initial payment of $390.00 by February 14, 2001. You must call 1-888-650-6262 to enroll in this program.***

Sincerely,

Nancy Kressman

Nancy Kressman
Vice President

P.S. **Save your account from being written off as a bad debt by calling us to make payment arrangements for at least $390.00 by February 14, 2001.**

## Call 1-888-650-6262 today!

**Monday through Thursday, 8 a.m. to 9 p.m.**
**Friday, 8 a.m. to 5 p.m.**
**Saturday, 8 a.m. to noon**
**Eastern Time**

*Important Amendment to Your Credit Card Agreement: If you pay the amount noted in Option 3 above by February 14, 2001, then, beginning on the first day of the following billing cycle for a total of 9 billing cycles (the "Promotional Period"), the Daily Periodic Rate ("DPR") for your account will be 0.035616% (corresponding ANNUAL PERCENTAGE RATE ("APR") of 13.00%). During the Promotional Period, your minimum payment will be the amount listed in Option 3. At the end of the Promotional Period (or if during the Promotional Period any minimum payment is not received for at least 60 days) your minimum payment will return to that disclosed in your Credit Card Agreement, as may be amended, and your APR and DPR for all new and outstanding balances will return to the rates currently disclosed in your Credit Card Agreement, as may be amended, effective as of the first day of the billing cycle in which your APR and DPR are increased.

180MC0201

JC202450

merican Judicature
ociety

PLATINUM PLUS℠
the new standard

www.mbnanetaccess.com

CARDHOLDER SINCE
1985

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 02/19/01 | $28,922.56 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $3,675.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

ack
le to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

or account information call 1-800-789-6685
int change of address or new telephone number below

ddress

ity State Zip

) ( )
ome phone Work phone

18 [redacted]

| ccount Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $25,700.00 | | 33 | 01/22/01 | $3,675.00 | 02/19/01 |

| ating te | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | JANUARY 2001 STATEMENT | | |
| RCHASES AND ADJUSTMENTS | | | | | | | |
| 1/22 | 12/21 | 8347 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 1/22 | 01/22 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 01/21 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 12/21/2000 THROUGH 01/22/2001 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

UMMARY OF TRANSACTIONS

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $28,347.44 | $0.00 | $0.00 | $58.00 | $517.12 | $0.00 | $28,922.56 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $3,085.00 |
| Current Payment | $590.00 |
| Total Minimum Payment Due | $3,675.00 |

INANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $5,543.39 |
| OTHER BALANCES | 0.054739% DLY | 19.98% | $23,083.82 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-668
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

JC202451

2021 510 27C 1302 0000 00

5490 9908 5900 0877

# Dillard National Bank

January 20, 2001

PRESORTED
***** ALL FOR AADC 700
Gabriel Porteous, JR
4801 Neyrey Drive
Metairie, LA 70002-1426

RE: Acct [redacted]

Balance $4,917.11
Now Due $2,316.00

Dear Gabriel Porteous:

We are at a turning point in our relationship. After all these months without resolving your past due account, we must begin to assess which actions seem appropriate to take to recover this balance.

As you are aware, your account is critically delinquent.

Our records indicate that you have not made any effort to make a payment or to advise us of your reason for non-payment.

Your balance must be in our offices within three days of receipt of this letter if you are to avoid further collection actions.

As a credit bureau member, we are obligated to report past due balances.

Check payments by phone, Visa, MasterCard, Discover and American Express are accepted; to use these options, contact your account manager.

Sincerely,

Attorney Retained
Account Manager
Special Accounts Unit
1-800-375-0060

051

396 N. William Dillard Drive * Gilbert, AZ * 85233

# Dillard's

| Option Type | New Balance | Minimum Payment Due | Interest-Free Payment | Amount Paid |
|---|---|---|---|---|
| Regular-0 | 570.51 | 48.00 | 570.51 | |
| Extended-1 | 268.45 | 13.00 | 103.00 | |
| TOTALS | 838.96 | 61.00 | 673.51 | |

Account Number: [redacted]
Billing Date: 01/08/2001
Payment Due Date: 02/03/2001

IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE ☐

PRESORTED
**********AUTO**5-DIGIT 70002
GABRIEL T PORTEOUS
MELL PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
PO BOX 29442
PHOENIX, AZ 85038-9442

[redacted]

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT



| Date | Reference Number | Dept/ Store# | Item Description/Store Name | Amount | Charges/ Credits |
|---|---|---|---|---|---|
| | | | **REGULAR REVOLVING OPTION** | | |
| 12/12 | 0509-0015 | 952000 | SALES TAX ADJUSTMENT | 1.40 | |
| | | 0289 | TURTLE CREEK | | 1.40 |
| 12/16 | | 0090 | LATE PAYMENT CHARGE | 20.00 | 20.00 |
| 01/08 | 0000-9191 | 016019 | PAYMENT - THANK YOU | -88.00 | |
| | | 0900 | PHOENIX CENTER | | 88.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 644.52 | 12.53 |
| | | | *For your convenience, payments to your account may be processed by any Dillard's sales associate.* | Daily Periodic Rate .06273 % | ANNUAL PERCENTAGE RATE 22.9 % |
| | | | **EXTENDED OPTION** | | |
| 01/08 | 0000-9192 | 016019 | PAYMENT - THANK YOU | -47.00 | |
| | | 0900 | PHOENIX CENTER | | 47.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 311.08 | 5.54 |
| | | | | Daily Periodic Rate .05753 % | ANNUAL PERCENTAGE RATE 21.0 % |

Account: [redacted] Billing Date: 01/08/2001 Payment Due: 02/03/2001 Credit Limit: $3500

| Option Type | Previous Balance | Charges (+) | Payments (-) | Credits (-) | New Balance | Minimum Payment Due | Interest-Free Payment |
|---|---|---|---|---|---|---|---|
| Regular | 624.58 | 33.93 | 88.00 | 0.00 | 570.51 | 48.00 | 570.51 |
| Extended | 309.91 | 5.54 | 47.00 | 0.00 | 268.45 | 13.00 | 103.00 |
| TOTALS | 934.49 | 39.47 | 135.00 | 0.00 | 838.96 | 61.00 | 673.51 |

FOR CUSTOMER SERVICE CALL:
ENGLISH 1-800-643-8278
ESPANOL (U.S.) 1-800-297-1808
ESPANOL (MEX) 001-800-297-1808

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE INTEREST FREE PAYMENT BY THE DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

1304

JC202453

# Dillard's

| Option Type | New Balance | Minimum Payment Due | Amount Paid |
|---|---|---|---|
| Regular-0 | 4,897.11 | 2,316.00 | |

Account Number: [redacted]
Billing Date: 01/08/2001
Payment Due Date: 02/03/2001

IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE ☐

PRESORTED
AUTO-5-DIGIT 70002
GABRIEL PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
PO BOX 29442
PHOENIX, AZ 85038-9442

[redacted]

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT



| Date | Reference Number | Dept/ Store# | Item Description/Store Name | Amount | Charges/ Credits |
|---|---|---|---|---|---|
| | | | REGULAR REVOLVING OPTION | | |
| 12/16 | | 0090 | LATE PAYMENT CHARGE | 20.00 | 20.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 4,843.79 | 94.19 |
| | | | *Your account condition is critical.* *Please call 1-800-375-0060 today.* | Daily Periodic Rate .06273 % | ANNUAL PERCENTAGE RATE 22.9 % |

Account: [redacted] Billing Date: 01/08/2001 Payment Due: 02/03/2001

| Option Type | Previous Balance | Charges (+) | Payments (-) | Credits (-) | New Balance | Minimum Payment Due |
|---|---|---|---|---|---|---|
| Regular | 4,782.92 | 114.19 | 0.00 | 0.00 | 4,897.11 | 2,316.00 |

FOR CUSTOMER SERVICE CALL:
ENGLISH 1-800-643-8278
ESPANOL (U.S.) 1-800-297-1908
ESPANOL (MEX) 001-800-297-1908

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

JC202454

CHASE

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 02/02/01 | $10,747.32 | $1,952.32 |

ACCOUNT NUMBER: [redacted]

Enter Amount Enclosed In Boxes Below

$

Please make check or money order payable to: CHASE PLATINUM MASTERCARD.

Print change of address and telephone number. New Address: _____

Telephone: ( )

015443

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

[redacted]

Please detach at perforation and return with your payment.

CHASE

Chase Platinum MasterCard®
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $10,747.32 | 02/02/01 | 01/09/01 | 32 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $0 | $6,000 | $0 |

## Here is your Account Summary:

| | TOTAL |
|---|---|
| Previous Balance | $10462.19 |
| (-) Payments, Credits | 0.00 |
| (+) Purchases, Cash, Debits | 58.00 |
| (+) FINANCE CHARGES | 227.13 |
| (=) New Balance | 10747.32 |
| Minimum Due | 214.00 |
| Past Due - Pay Immediately | 991.00 |
| Over Limit - Pay Immediately | 747.32 |
| Minimum Payment Due | $1952.32 |

THE EASIEST WAY TO PAY!
PAY YOUR BILL BY TELEPHONE
IT'S FAST AND EASY. CALL THE
NUMBER ON THIS STATEMENT
FOR MORE DETAILS.

## Your charges and credits at a glance:

| TRANS. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| | 0109 | | OVERLIMIT FEE | | 29.00 |
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 0.00 | 58.00 |

IT'S NOT TOO LATE TO RESOLVE YOUR SERIOUS DELINQUENCY. CALL US FOR PAYMENT OPTIONS THAT WILL HELP YOU IMPROVE YOUR CREDIT RATING.

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | V 0.06710% | $3912.24 | $84.00 | $84.00 | 24.49% | 24.49% |
| Cash | V 0.06710% | $6665.84 | $143.13 | $143.13 | 24.49% | 24.49% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.

Send Payments to: Chase Platinum MasterCard, P.O. Box 15583, Wilmington DE 19886-1194.



JC202455

**merican Judges**
**ssociation**

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE
1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 02/04/01 | $29,817.79 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $3,244.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

check
ble to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2556
Print change of address or new telephone number below

Address

City State Zip
( ) ( )
Home phone Work phone

G T PORTEOUS JR 4
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06 [redacted]

| Account Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | | 31 | 01/05/01 | $3,244.00 | 02/04/01 |

| osting ate | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| | | | | | JANUARY 2001 STATEMENT | | |
| URCHASES AND ADJUSTMENTS | | | | | | | |
| 1/05 | 12/06 | 9258 | MC | C | OVER CREDIT LINE FEE | 29.00 | |
| 1/05 | 01/05 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 01/04 | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 12/06/2000 THROUGH 01/05/2001 | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

**SUMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $29,258.68 | $0.00 | $0.00 | $58.00 | $501.11 | $0.00 | $29,817.79 |

**TOTAL MINIMUM PAYMENT DUE**

| | |
|---|---|
| Past Due Amount | $2,670.00 |
| Current Payment | $574.00 |
| Total Minimum Payment Due | $3,244.00 |

**FINANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| Cash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $29,530.33 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-255
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

1236 02K 106 1302 0000 00

JC202456

Visit www.citibankcards.com

citi Citibank

Your Account Number

[redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| FEB 05 2001 | $25094.04 | $25094.04 | |

5182BN VAS 32 12A0165 BR3011093

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

# Citibank AAdvantage®

A registered trademark of American Airlines, Inc.

Account Number [redacted]

For Customer Service, call or write
1-800-925-8871

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

Payment must be received by 1:00 pm local time on 02/05/2001

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 01/11/2001 | $22000 | $16000 | $25094.04 | ***** SEE BELOW ***** | |

| Sale Date | Posting Date | Reference Number | Activity Since Last Statement | Amount |
|---|---|---|---|---|
| 1/11 | 1/11 | | OVER CREDIT LIMIT FEE | 29.00 |
| | | | PURCHASES×FINANCE CHARGE×PERIODIC RATE | 499.28 |

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 24565.76 | 29.00 | | | 499.28 | | 25094.04 |
| Advances | | | | | | | |
| Total | 24565.76 | 29.00 | | | 499.28 | | 25094.04 |

Amount Due

| | |
|---|---|
| Purchases Minimum Due | 522.00 |
| Advances Minimum Due | |
| Amount Over Credit Line | 3094.04 |
| Fees | |
| Past Due | 2941.37 |
| Minimum Amount Due | 25094.04 |

| Rate Summary<br>Number of days this Billing Period 30 | Purchases | Advances |
|---|---|---|
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 24806.24 | |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408 51828N
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202457

Chase BankCard Services, Inc.
P O Box 30755
Tampa, FL 33630-3755

CHASE

CARMELLA G PORTEOUS 071786 JANUARY 20, 2001
4801 NEYREY DR
METAIRIE, LA 70002-1426

Dear Carmella G Porteous , Account No: [redacted]

It is necessary to contact you once again concerning non-payment on your seriously delinquent Chase credit account referenced above.

If payment is not made immediately, your account will be forwarded to our Charge-Off Collection Unit. In addition, the credit bureau(s) will be notified of a "Charge-Off Debt" and your account will be referred for further collection efforts.

You may use the coupon attached to the bottom of this letter when sending your payment. We have enclosed an envelope for your convenience.

We are still willing to work together with you on this matter. Please contact a Chase Representative between the hours of 8:00 AM to 11:00 PM, Monday through Thursday, Friday, 8:00 AM to 9:00 PM, Saturday 8:00 AM to 5:00 PM, and Sunday, Noon to 9:00 PM EST at 800-334-6350*.

If you have already mailed your payment, thank you.

Sincerely,

*Paul Ribarich*
Collection Department

ACCOUNT IS OWNED BY CHASE MANHATTAN BANK USA, N.A. AND MAY BE SERVICED BY ITS AFFILIATES.
*CALLS MAY BE MONITORED AND/OR RECORDED TO ENSURE THE HIGHEST LEVEL OF QUALITY SERVICE.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE

CHASE 916926

BALANCE $10,747.32 | MINIMUM DUE $1,205.00

Account No: [redacted]

Enter Amount Enclosed in Boxes Below

$

Please make check or money order payable to: Chase Platinum Mastercard®

Print change of address and telephone number:

New Address: _____

Phone (Home): ( ) Bus: ( )

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE, LA 70002-1426

CHASE MANHATTAN BANK USA, N.A.
PO BOX 15583
WILMINGTON, DE 19886-1194

JC202458

BOL MASTERCARD 002-050
SOUTHERN STATES BANKCARD ASSOC
PO BOX 6972
METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-0000

| | |
|---|---|
| NEW BALANCE | 1,870.00 |
| MINIMUM PAYMENT DUE | 680.00 |

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED _____

| ACCOUNT NUMBER | TOTAL CREDIT LINE | NO. DAYS IN BILLING CYCLE | CYCLE CLOSING DATE | PAYMENT DUE DATE |
|---|---|---|---|---|
| | 1,500 | 31 | 01/21/01 | PAST DUE |

| AVERAGE DAILY BALANCE | PERIODIC FINANCE CHARGE | TRANSACTION FINANCE CHARGE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|
| 1,573.24 | 23.59 | .00 | 17.99% |

| TRANSACTION DATE | REFERENCE NUMBER | POST DATE & DESCRIPTION OF TRANSACTION | AMOUNT |
|---|---|---|---|
| | | YOUR TOTAL DUE MUST BE PAID WITHIN 10 DAYS OF THIS NOTICE IN ORDER TO AVOID OTHER ACTION. REMIT 680.00 . | |
| | | YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT. | |
| | | INTEREST PAID FOR 2000 $ 260.16 | |
| 1226 | 2000003920 | 1226 LATE CHARGE ASSESSMENT | 15.00 |
| 0121 | 2000002390 | 0121 OVERLIMIT CHARGE ASSESSMENT | 10.00 |

| PREVIOUS BALANCE | | PAYMENTS AND CREDITS | | TOTAL FINANCE CHARGE | | NEW TRANSACTIONS | | NEW BALANCE |
|---|---|---|---|---|---|---|---|---|
| 1,821.41 | - | .00 | + | 23.59 | + | 25.00 | = | 1,870.00 |

CASH: PERIODIC RATE = 01.500% APR = 18.000%
RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
Customer Service: 1-800-866-6737

NOTICE — SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

MBNA®
PLATINUM PLUS
the new standard

| ACCOUNT NUMBER |
| --- |
| [redacted] |

| BALANCE | AMOUNT DUE |
| --- | --- |
| $28,347.44 | $3,085.00 |

G T PORTEOUS JR
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313991

To: G T Porteous Jr
From: Susan Roberts, Customer Assistance department
Date: January 06, 2001
Subject: Account status

As discussed, this letter is an offer to settle the above account.

To qualify, you must send one payment of $10,000.00 by February 06, 2001. Please mail the payment to P.O. Box 15137, Wilmington, DE 19850-5137.

When the payment is received, your account will be reported to the national consumer reporting agencies as settled and you will not be obligated to pay the remaining balance, provided no additional charges are made to the account after the date of this letter. Also, any future credit balances on the account will become the property of MBNA. Failure to satisfy the terms of this agreement will result in MBNA requiring you to send the full amount of $28,347.44, including any finance charges. Please keep this letter as confirmation of your settlement, as the terms of this offer will not be reflected on your monthly statement.

Remember, to accept this agreement, we must receive your $10,000.00 payment by February 06, 2001.

If you have any questions, please call 1-877-488-7725, Monday through Thursday from 8 a.m. to 9 p.m., or Friday and Saturday, 8 to noon (Eastern time). Our knowledgeable Account Managers are ready to assist you.

JC202460

MBNA®
PLATINUM PLUS
the new standard

| ACCOUNT NUMBER |
|---|
| [redacted] |

| BALANCE | AMOUNT DUE |
|---|---|
| $28,347.44 | $3,085.00 |

G T PORTEOUS JR
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313991

To: G T Porteous Jr
From: Susan Roberts, Customer Assistance department
Date: January 06, 2001
Subject: Account status

As discussed, this letter is an offer to settle the above account.

To qualify, you must send one payment of $10,440.00 by February 06, 2001. Please mail the payment to P.O. Box 15137, Wilmington, DE 19850-5137.

When the payment is received, your account will be reported to the national consumer reporting agencies as settled and you will not be obligated to pay the remaining balance, provided no additional charges are made to the account after the date of this letter. Also, any future credit balances on the account will become the property of MBNA. Failure to satisfy the terms of this agreement will result in MBNA requiring you to send the full amount of $28,347.44, including any finance charges. Please keep this letter as confirmation of your settlement, as the terms of this offer will not be reflected on your monthly statement.

Remember, to accept this agreement, we must receive your $10,440.00 payment by February 06, 2001.

If you have any questions, please call 1-877-488-7725, Monday through Thursday from 8 a.m. to 9 p.m., or Friday and Saturday, 8 to noon (Eastern time). Our knowledgeable Account Managers are ready to assist you.

JC202461

XRAT 001129 Page 1 of 1
SUD 6 EX 7 20
[redacted]

Defending Liberty Pursuing Justice AMERICAN BAR ASSOCIATION

| Account Statement | Page 1 of 1 |
|---|---|
| Statement Closing Date | 11/29/00 |
| Account number | [redacted] |
| New balance | $17,328.66 |
| Past due amount | $1,635.00 |
| Minimum payment due | $3,310.66 |
| Payment due date | NOW DUE |

| Account Summary | |
|---|---|
| Previous balance | $16,981.47 |
| Payments and credits | $0.00 |
| Purchases and advances | $0.00 |
| FINANCE CHARGE | $318.19 |
| Debit adjustments | $29.00 |
| New balance | $17,328.66 |

| | |
|---|---|
| Credit Limit | $16,000 |
| Available Credit | $00 |
| Days in billing period | 30 |

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

MASTERCARD® FOR ABA MEMBERS

## Transactions

| Trans | Post | Reference Number | Description | Amount |
|---|---|---|---|---|
| 11/29 | 11/29 | | LATE FEE | 29.00 |
| | | *FINANCE CHARGE* | PURCHASES $134.88 CASH ADVANCE $183.31 | 318.19 |

*An amount followed by a minus (-) is a credit or credit balance.*

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO PENNORO COLLECTION SVCS.

## Finance Charge Information

| | Average Daily Balance | Daily Periodic Rate | Nominal APR | Annual Percentage Rate (APR) | Transaction Fees | Finance Charge |
|---|---|---|---|---|---|---|
| Purchases | 7,263.42 | 0.06190% | 22.59% | 22.60% | 0.00 | 134.88 |
| Cash | 9,871.34 | 0.06190% | 22.59% | 22.60% | 0.00 | 183.31 |

*Please detach bottom portion and return with your payment in the enclosed envelope.*

**CITIBANK USA**

P.O. Box 15109
Wilmington, DE 19850-5109

*Make changes to address and phone number below:*

Address
City State Zip
Home phone
Business phone

PO BOX 6214
CAROL STREAM, IL 60197-6214

| | |
|---|---|
| Account number | [redacted] |
| New balance | $17,328.66 |
| Minimum payment due | $3,310.66 |
| Payment due date | NOW DUE |

**Amount enclosed: $** _____

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST,SECTION T
NEW ORLEANS LA 70130-3313

11185

JC2024462

5308951220000642033106617328660000000020

Visit www.citibankcards.com

citi CitiBank

[redacted]

Your Account Number

[redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| DEC 15 2000 | $21227.06 | $2944.54 | |

84820N VAS 32 16U0312 BR3011059

CITIBANK AADVANTAGE
P.O. BOX 6415
THE LAKES, NV
USA 88901-6415

CARMELLA PORTEOUS
4801 MEYREY DR
METAIRIE LA 70002

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

# Citibank AAdvantage®

Account Number A registered trademark of American Airlines, Inc.

[redacted]

For Customer Service, call or write
1-800-866-9900

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

Payment must be received by 1:00 pm local time on 12/15/2000

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 11/21/2000 | $20000 | $12000 | $21227.06 | ***** SEE BELOW ***** | |

| Date | Posted Date | Reference Number | Activity Since Last Statement | Amount |
|---|---|---|---|---|
| | 11/21 | | LATE FEE - OCT PAYMENT PAST DUE | 29.00 |
| | 11/21 | | OVER CREDIT LIMIT FEE | 29.00 |
| | 11/21 | | ADVANCES*FINANCE CHARGE*PERIODIC RATE | 65.18 |
| | 11/21 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 384.30 |

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 17715.05 | 29.00 | | | 384.30 | 29.00 | 18157.35 |
| Advances | 3004.53 | | | | 65.18 | | 3069.71 |
| Total | 20719.58 | 29.00 | | | 449.48 | 29.00 | 21227.06 |

Amount Due

| | |
|---|---|
| Purchases Minimum Due | 384.30 |
| Advances Minimum Due | 65.18 |
| Amount Over Credit Line | 1227.06 |
| Fees | |
| Past Due | 1268.00 |
| Minimum Amount Due | 2944.54 |

| Rate Summary<br>Number of days this Billing Period 32 | Purchases | Advances |
|---|---|---|
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 17900.51 | 3035.98 |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6415 THE LAKES, NV 88901-6415 84820N
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202463

**DISCOVER** PLATINUM

| payment due date | new balance | account number |
|---|---|---|
| December 22, 2000 | $21,153.09 | [redacted] |
| minimum payment due | | enter amount enclosed below |
| $1,651.00 | | $ |

*Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus $ 1,153.09.*

H194155
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Great Balance Transfer rates!
Call 1-800-DISCOVER to see if an offer is available for you.

PO BOX 30395
SALT LK CITY UT 84130-0395

*Address or telephone change? Please print change in the space above.*

[redacted]

**Closing Date: November 25, 2000** page 1 of 2

## Discover Platinum Card Account Summary

| | |
|---|---|
| *account number* | [redacted] |
| *payment due date* | December 22, 2000 |
| *minimum payment due* | $1,651.00 |
| *credit limit* | $20,000 |
| *credit available* | $0 |
| *cash credit limit* | $10,000.00 |
| *cash credit available* | $0.00 |

| | | |
|---|---|---|
| *previous balance* | | $20,783.26 |
| *payments and credits* | - | 0.00 |
| *purchases* | + | 58.00 |
| *cash advances* | + | 0.00 |
| *balance transfers* | + | 0.00 |
| FINANCE CHARGES | + | 311.83 |
| *new balance* | = | $21,153.09 |

*You may be able to avoid Periodic Finance Charges, see the reverse side for details.*

## Transactions

| | trans. date | post. date | | | |
|---|---|---|---|---|---|
| Other/Miscellaneous | Nov 25 | Nov 25 | LATE FEE | $ | 29.00 |
| | Nov 25 | Nov 25 | OVERLIMIT FEE | | 29.00 |

******* ATTENTION ****** ATTENTION ****** ATTENTION ****** ATTENTION ****** ATTENTION ******.*
*Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.*

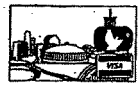
*The holiday season is here and chances are you'll be using your credit and debit cards to purchase those much wanted gifts - increasing the possibility of losing your cards. Protect yourself from the stress of reporting them missing by calling just one number. We'll do all the rest. Call 1-800-347-3395 to learn more about The Register(R).*

| | Average Daily Balances | Daily Periodic Rates | ANNUAL PERCENTAGE RATES | Periodic FINANCE CHARGES | Transaction Fee FINANCE CHARGES | Rate Plan |
|---|---|---|---|---|---|---|
| *current billing period: 31 days* | | | | | | |
| *Purchases* | $11406.04 | 0.04244% | 15.49% | $150.06 | none | variable |
| *Cash Advances* | $9527.72 | 0.05477% | 19.99% | $161.77 | $0 | fixed |

**Questions? Call 1-800-DISCOVER (1-800-347-2683).** For TDD (Telecommunication Device for the Deaf) assistance, see reverse side.
Send billing error notice to: Discover Platinum; P.O. Box 15192; Wilmington, DE 19886-1020.

JC202464

*2266400* H194155 PL X7



PAGE 01 OF 01

BOL MASTERCARD 002-050
SOUTHERN STATES BANKCARD ASSOC
PO BOX 6972
METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
4831 MEYREY DR
METAIRIE LA 70002-0000

| | |
|---|---|
| NEW BALANCE | 1,772.82 |
| MINIMUM PAYMENT DUE | 470.82 |

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED _____ [redacted]

| ACCOUNT NUMBER | TOTAL CREDIT LINE | NO. DAYS IN BILLING CYCLE | CYCLE CLOSING DATE | PAYMENT DUE DATE |
|---|---|---|---|---|
| [redacted] | 1,500 | 30 | 11/21/00 | PAST DUE |

| AVERAGE DAILY BALANCE | PERIODIC FINANCE CHARGE | TRANSACTION FINANCE CHARGE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|
| 1,573.24 | 23.59 | .00 | 17.99% |

| TRANSACTION DATE | REFERENCE NUMBER | POST DATE & DESCRIPTION OF TRANSACTION | AMOUNT |
|---|---|---|---|
| | | YOUR ACCOUNT IS SERIOUSLY DELINQUENT! CALL OUR OFFICE IMMEDIATELY FOR PAYMENT ARRANGEMENTS OR REMIT 470.82 . | |
| | | YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT. | |
| 1226 | 2[illegible]1630 | 1226 LATE CHARGE ASSESSMENT | 15.00 |
| 1121 | 2[illegible]2920 | 1121 OVERLIMIT CHARGE ASSESSMENT | 10.00 |

| PREVIOUS BALANCE | - | PAYMENTS AND CREDITS | + | TOTAL FINANCE CHARGE | + | NEW TRANSACTIONS | = | NEW BALANCE |
|---|---|---|---|---|---|---|---|---|
| 1,724.23 | - | .00 | + | 23.59 | + | 25.00 | = | 1,772.82 |

CASH: PERIODIC RATE = 1.500% APR = 18.000%
RETAIL: PERIODIC RATE = 1.5000% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
Customer Service: 1-800-666-6737

NOTICE — SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

**nerican Judges**
**ssociation**

MBNA AMERICA

www.mbnanetaccess.com

CARDHOLDER SINCE
1992

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 01/04/01 | $29,258.68 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $2,670.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

heck
s to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

r account information call 1-800-626-2558
nt change of address or new telephone number below

dress

y State Zip
( )
me phone Work phone

G T PORTEOUS JR 4
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06 [redacted]

| ccount Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $26,700.00 | | 31 | 12/05/00 | $2,670.00 | 01/04/01 |

DECEMBER 2000 STATEMENT

| ing | Transaction Date | Reference Number | Card Type | Category | Transactions | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|
| RCHASES AND ADJUSTMENTS | | | | | | | |
| /05 | 11/05 | 8708 | MC | C | OVER CREDIT LINE FEE | 28.00 | |
| /05 | 12/05 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 12/04 | 29.00 | |
| | TOTAL FOR BILLING CYCLE FROM 11/05/2000 THROUGH 12/05/2000 | | | | | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

**UMMARY OF TRANSACTIONS**

| Previous Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $28,708.98 | $0.00 | $0.00 | $58.00 | $491.70 | $0.00 | $29,258.68 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $2,106.00 |
| Current Payment | $564.00 |
| Total Minimum Payment Due | $2,670.00 |

**INANCE CHARGE SCHEDULE**

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| ash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| C. PURCHASES | 0.054739% DLY | 19.98% | $28,976.09 |

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE..... 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

*FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY*

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-255
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

7867 03C 807 0200 0000 00
5329 0416 1600 1290 PAGE 1 OF 1

JC202466

Visit www.citibankcards.com

citi Citibank

[redacted]

Your Account Number [redacted]

| Payment Must Be Received By | Your Total Balance | Minimum Payment Due | Please Enter Amount Of Payment Enclosed |
|---|---|---|---|
| JAN 05 2001 | $24565.76 | $24565.76 | |

48916N VAS 32 12A0158 BR3011073

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

( ) New Home Phone ( ) New Business Phone
Please print change of address or phone number above.

# Citibank AAdvantage®

Account Number [redacted] A registered trademark of American Airlines, Inc.

For Customer Service, call or write
1-800-756-4000

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write to this address; calling will not preserve your rights

Payment must be received by 1:00 pm local time on 01/05/2001

| Statement/Closing Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Limit |
|---|---|---|---|---|---|
| 12/12/2000 | $22000 | $16000 | $24565.76 | ***** SEE BELOW ***** | |

| Sale Date | Post Date | Reference Number | Activity Since Last Statement | Amount |
|---|---|---|---|---|
| | 12/12 | | LATE FEE - NOV PAYMENT PAST DUE | 29.00 |
| | 12/12 | | OVER CREDIT LIMIT FEE | 29.00 |
| | 12/12 | | PURCHASES*FINANCE CHARGE*PERIODIC RATE | 520.37 |

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

Account Summary

| | Previous Balance | (+)Purchases & Advances | (-) Payments | (-) Credits | (+) Finance Charge | (+) Late Charges | (=)New Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 23987.39 | 29.00 | | | 520.37 | 29.00 | 24565.76 |
| Advances | | | | | | | |
| Total | 23987.39 | 29.00 | | | 520.37 | 29.00 | 24565.76 |

Amount Due

| | |
|---|---|
| Purchases Minimum Due | 520.37 |
| Advances Minimum Due | |
| Amount Over Credit Line | 2565.76 |
| Fees | |
| Past Due | 2421.00 |
| Minimum Amount Due | 24565.76 |

| Rate Summary<br>Number of days this Billing Period 32 | Purchases | Advances |
|---|---|---|
| Calculation Method | Daily | Daily |
| Periodic Rate | .06709% | .06709% |
| Nominal Annual Percentage Rate | 24.490% | 24.490% |
| Annual Percentage Rate | 24.490% | 24.490% |
| Balance Subject to Finance Charge | 24238.52 | |

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408 48916M

PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202467

GC Services
COLLECTION AGENCY DIVISION
6330 Gulfton, Houston, TX 77081

PO BOX 46960 (066)
SAINT LOUIS MO 63146
RETURN SERVICE REQUESTED
DECEMBER 29, 2000

YOU OWE
AMERICAN EXPRESS
CENTURION BANK

BALANCE DUE
$11,855.57

ACCOUNT NUMBER
[redacted]

USE ENCLOSED ENVELOPE AND SEND PAYMENT TO

# BALANCE DUE STATEMENT

0291500315000247-0865-06

G T PORTEOUS, JR
US DISTRICT COURT
500 CAMP ST SEC
NEW ORLEANS LA 70130-3313

PO BOX 46960
SAINT LOUIS MO 63146

(314) 851-4300
[redacted]
0837081

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

Dear G T Porteous, Jr:

You have not complied with our previous requests for payment in full on your seriously overdue account.

We are attempting to resolve this account amicably, but you should be aware that our efforts to collect this debt will not end with this letter. We have an obligation to our clients to pursue their accounts just as vigorously as we would pursue our own.

We urge you to take this opportunity to resolve your account. Since we have not received a check or money order to pay this account, we will continue with our collection activity.

Please send the balance in full promptly.

Sincerely,
Mr. Anderson
Account Representative

For proper credit to your account, please return this notice with payment.

If you have concerns regarding the handling of your account by GC Services, please contact D. J. PHLIPOT, General Manager, at (800) 926-3136.

AECB-D-1

JC202468

DISCOVER PLATINUM

payment due date
January 22, 2001 $21,518.14
minimum payment due
$2,082.00

enter amount
$

Please make check payable to Discover Platinum Card
You are overlimit. Please pay your minimum payment plus $ 1,518.14.

F011411
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Save up to 30% on Pharmacy expenses with PlanPlus. Your first 60 days of membership are free! Call 1-800-527-7783.

PO BOX 30395
SALT LK CITY UT 84130-0395

Address or telephone change? Please print change in the space above.

[redacted]

Cashback Bonus® award

Closing Date: December 25, 2000 page 1 of 1

| Cashback Bonus® Award | this period | to date |
|---|---|---|
| qualified purchases | $0.00 | $321.10 |
| Cashback Bonus award earned | $0.00 | $0.80 |
| Cashback Bonus anniversary date: | January 25 | |

## Discover Platinum Card Account Summary

| | |
|---|---|
| account number | [redacted] |
| payment due date | January 22, 2001 |
| minimum payment due | $2,082.00 |
| credit limit | $20,000 |
| credit available | $0 |
| cash credit limit | $10,000.00 |
| cash credit available | $0.00 |

| | | |
|---|---|---|
| previous balance | | $21,153.09 |
| payments and credits | - | 0.00 |
| purchases | + | 58.00 |
| cash advances | + | 0.00 |
| balance transfers | + | 0.00 |
| FINANCE CHARGES | + | 307.05 |
| new balance | = | $21,518.14 |

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

## Transactions

| | trans. date | post date | | | |
|---|---|---|---|---|---|
| Other/Miscellaneous | Dec 25 | Dec 25 | LATE FEE | $ | 29.00 |
| | Dec 25 | Dec 25 | OVERLIMIT FEE | | 29.00 |

******* ATTENTION ******* ATTENTION ******* ATTENTION ******* ATTENTION ******* ATTENTION *******
Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.

| | Average Daily Balances | Daily Periodic Rates | ANNUAL PERCENTAGE RATES | Periodic FINANCE CHARGES | Transaction Fee FINANCE CHARGES | Rate Plan |
|---|---|---|---|---|---|---|
| current billing period: 30 days | | | | | | |
| Purchases | $11612.95 | 0.04244% | 15.49% | $147.86 | none | variable |
| Cash Advances | $9688.16 | 0.05477% | 19.99% | $159.19 | $0 | fixed |

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse s
Send billing error notice to: Discover Platinum; P.O. Box 15192; Wilmington, DE 19886-1020.

*1142200* F011411 PL EX7

JC202469

CHASE

ACCOUNT NUMBER: [redacted]

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 01/02/01 | $10,462.19 | $1,453.19 |

Enter Amount Enclosed In Boxes Below

$

Please make check or money order payable to: CHASE PLATINUM MASTERCARD.

Print change of address and telephone number.

New Address: _____

Telephone: ( )

005940

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

[redacted]

Please detach at perforation and return with your payment.

CHASE

Chase Platinum MasterCard®
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $10,462.19 | 01/02/01 | 12/08/00 | 30 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $0 | $6,000 | $0 |

## Here is your Account Summary:

| | TOTAL |
|---|---|
| Previous Balance | $10196.82 |
| (-) Payments, Credits | 0.00 |
| (+) Purchases, Cash, Debits | 58.00 |
| (+) FINANCE CHARGES | 207.37 |
| (=) New Balance | 10462.19 |
| Minimum Due | 209.00 |
| Past Due - Pay Immediately | 782.00 |
| Over Line - Pay Immediately | 462.19 |
| Minimum Payment Due | $1453.19 |

THE EASIEST WAY TO PAY
PAY THIS BILL BY TELEPHONE
IT'S FAST AND EASY! CALL THE
NUMBER ON THIS STATEMENT
FOR MORE DETAILS.

## Your charges and credits at a glance:

| TRAN. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| | 12/08 | | OVERLIMIT FEE | | 29.00 |
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 0.00 | 58.00 |

YOUR ACCOUNT IS CLOSED AND THE CREDIT BUREAUS HAVE BEEN NOTIFIED. PLEASE MAKE YOUR MINIMUM PAYMENT DUE NOW TO AVOID POSSIBLE LEGAL ACTION.

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | V 0.06710% | $3772.84 | $75.95 | $75.95 | 24.49% | 24.49% |
| Cash | V 0.06710% | $6528.65 | $131.42 | $131.42 | 24.49% | 24.49% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.

S-01S-S-16-J-55-E3 P-0070-07 A-005940 T-E-F-P P-F-C 02-1

JC202470

DISCOVER PLATINUM

payment due date
January 22, 2001
minimum payment due
$2,082.00

new balance
$21,518.14

account number [redacted]
enter amount enclosed below
$

Please make check payable to Discover Platinum Card.
You are overlimit. Please pay your minimum payment plus $ 1,518.14.

F011411
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Save up to 30% on Pharmacy expenses with PlanPlus. Your first 60 days of membership are free! Call 1-800-527-7783.

PO BOX 30395
SALT LK CITY UT 84130-0395

Address or telephone change? Please print change in the space above.

[redacted]

Cashback Bonus® award

Closing Date: December 25, 2000 page 1 of 1

| Cashback Bonus® Award | this period | to date |
|---|---|---|
| qualified purchases | $0.00 | $321.10 |
| Cashback Bonus award earned | $0.00 | $0.80 |
| Cashback Bonus anniversary date: | January 25 | |

## Discover Platinum Card Account Summary

| | |
|---|---|
| account number | [redacted] |
| payment due date | January 22, 2001 |
| minimum payment due | $2,082.00 |
| credit limit | $20,000 |
| credit available | $0 |
| cash credit limit | $10,000.00 |
| cash credit available | $0.00 |

| | | |
|---|---|---|
| previous balance | | $21,153.09 |
| payments and credits | - | 0.00 |
| purchases | + | 58.00 |
| cash advances | + | 0.00 |
| balance transfers | + | 0.00 |
| FINANCE CHARGES | + | 307.05 |
| new balance | = | $21,518.14 |

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

## Transactions

| | trans. date | post date | | |
|---|---|---|---|---|
| Other/Miscellaneous | Dec 25 | Dec 25 | LATE FEE | $ 29.00 |
| | Dec 25 | Dec 25 | OVERLIMIT FEE | 29.00 |

****** ATTENTION ****** ATTENTION ****** ATTENTION ****** ATTENTION ****** ATTENTION ******
Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.

| | Average Daily Balances | Daily Periodic Rates | ANNUAL PERCENTAGE RATES | Periodic FINANCE CHARGES | Transaction Fee FINANCE CHARGES | Rate Plan |
|---|---|---|---|---|---|---|
| current billing period: 30 days | | | | | | |
| Purchases | $11612.95 | 0.04244% | 15.49% | $147.86 | none | variable |
| Cash Advances | $9688.16 | 0.05477% | 19.99% | $159.19 | $0 | fixed |

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse side.
Send billing error notice to: Discover Platinum; P.O. Box 15192; Wilmington, DE 19886-1020.

*1142200* F011411 PL EX7

JC202471

SUD 5 EX 7 20
5524 0004 1289 0500 01ACS524 5136

Defending Liberty Pursuing Justice **AMERICAN BAR ASSOCIATION**

| Account Statement | Page 1 of 1 |
|---|---|
| Statement Closing Date | 12/29/00 |
| Account number | [redacted] |
| New balance | $17,682.35 |
| Past due amount | $1,982.00 |
| Minimum payment due | $4,018.35 |
| Payment due date | NOW DUE |

| Account Summary | |
|---|---|
| Previous balance | $17,328.66 |
| Payments and credits | $0.00 |
| Purchases and advances | $0.00 |
| FINANCE CHARGE | $324.69 |
| Debit adjustments | $29.00 |
| New balance | $17,682.35 |

| | |
|---|---|
| Credit Limit | $16,000 |
| Available Credit | $00 |
| Days in billing period | 30 |

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

## MASTERCARD® FOR ABA MEMBERS

### Transactions

| Trans | Post | Reference Number | Description | Amount |
|---|---|---|---|---|
| 12/29 | 12/29 | | LATE FEE | 29.00 |
| | | *FINANCE CHARGE* | PURCHASES $137.95 CASH ADVANCE $186.74 | 324.69 |

*An amount followed by a minus (-) is a credit or credit balance.*

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO PENNORO COLLECTION SVCS.

### Finance Charge Information

| | Average Daily Balance | Daily Periodic Rate | Nominal APR | Annual Percentage Rate (APR) | Transaction Fees | Finance Charge |
|---|---|---|---|---|---|---|
| Purchases | 7,428.78 | 0.06190% | 22.59% | 22.60% | 0.00 | 137.95 |
| Cash | 10,056.31 | 0.06190% | 22.59% | 22.60% | 0.00 | 186.74 |

*Please detach bottom portion and return with your payment in the enclosed envelope.*

**CITIBANK USA**

P.O. Box 15109
Wilmington, DE 19850-5109

*Make changes to address and phone number below:*

Address
City State Zip
Home phone
Business phone

PO BOX 6214
CAROL STREAM, IL 60197-6214

| | |
|---|---|
| Account number | [redacted] |
| New balance | $17,682.35 |
| Minimum payment due | $4,018.35 |
| Payment due date | NOW DUE |

**Amount enclosed: $**

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST,SECTION T
NEW ORLEANS LA 70130-3313

5136

[redacted]

JC202472

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ociety

PLATINUM PLUS℠
the new standard

www.mbnanetaccess.com

CARDHOLDER SINCE
1985

| ACCOUNT NUMBER | |
|---|---|
| [redacted] | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 01/21/01 | $28,347.44 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| $3,085.00 | |

DETACH TOP PORTION AND RETURN WITH PAYMENT

heck
to:
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

r account information call 1-800-789-6685
nt change of address or new telephone number below

dress

y State Zip
) ( )
me phone Work phone

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

18 [redacted]

| ount Number | Credit Line | Cash or Credit Available | Days in Billing Cycle | Closing Date | Total Minimum Payment Due | Payment Due Date |
|---|---|---|---|---|---|---|
| [redacted] | $25,700.00 | | 30 | 12/20/00 | $3,085.00 | 01/21/01 |

| ing e | Transaction Date | Reference Number | Card Type | Category | Transactions | DECEMBER 2000 STATEMENT | Charges | Credits (CR) |
|---|---|---|---|---|---|---|---|---|
| RCHASES AND ADJUSTMENTS | | | | | | | | |
| /20 | 11/21 | 7828 | MC | C | OVER CREDIT LINE FEE | | 29.00 | |
| /20 | 12/20 | 0000 | MC | C | LATE CHARGE FOR PMT DUE 12/19 | | 29.00 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 11/21/2000 THROUGH 12/20/2000 | | $58.00 | $0.00 |

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT
NEWS

*MMARY OF TRANSACTIONS*

| revious Balance | (-) Payments and Credits | (+) Cash Advances | (+) Purchases and Adjustments | (+) Periodic Rate FINANCE CHARGES | (+) Transaction Fee FINANCE CHARGES | (=) New Balance Total |
|---|---|---|---|---|---|---|
| $27,828.31 | $0.00 | $0.00 | $58.00 | $461.13 | $0.00 | $28,347.44 |

*TOTAL MINIMUM PAYMENT DUE*

| | |
|---|---|
| Past Due Amount | $2,551.00 |
| Current Payment | $534.00 |
| Total Minimum Payment Due | $3,085.00 |

*NANCE CHARGE SCHEDULE*

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charge |
|---|---|---|---|
| ash Advances | | | |
| A. BALANCE TRANSFERS, CHECKS | 0.054739% DLY | 19.98% | $0.00 |
| B. ATM, BANK | 0.054739% DLY | 19.98% | $0.00 |
| PURCHASES | 0.054739% DLY | 19.98% | $5,391.22 |
| THER BALANCES | 0.054739% DLY | 19.98% | $22,689.26 |

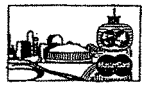
*FOR THIS BILLING PERIOD:*
**ANNUAL PERCENTAGE RATE** 19.98%
*(Includes Periodic Rate and Transaction Fee Finance Charges.)*

*FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY*

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-6685
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

5356 513 SYJ 0200 0000 OD

JC202473



PAGE 01 OF 01

BCL MASTERCARD 002-050
SOUTHERN STATES BANKCARD ASSOC
PO BOX 6972
METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-0000

| | |
|---|---|
| NEW BALANCE ▶ | 1,821.41 |
| MINIMUM PAYMENT DUE ▶ | 574.41 |

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED [redacted]

| ACCOUNT NUMBER | TOTAL CREDIT LINE | NO. DAYS IN BILLING CYCLE | CYCLE CLOSING DATE | PAYMENT DUE DATE |
|---|---|---|---|---|
| [redacted] | 1,500 | 30 | 12/21/00 | PAST DUE |

| AVERAGE DAILY BALANCE | PERIODIC FINANCE CHARGE | TRANSACTION FINANCE CHARGE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|
| 1,573.24 | 23.59 | .00 | 17.99% |

| TRANSACTION DATE | REFERENCE NUMBER | POST DATE & DESCRIPTION OF TRANSACTION | AMOUNT |
|---|---|---|---|
| | | IF YOUR PAYMENT IS NOT RECEIVED WITHIN 10 DAYS OF THIS NOTICE YOUR ACCOUNT WILL DEFAULT. REMIT 574.41 . | |
| | | YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT. | |
| 1126 | 2000002390 | 1126 LATE CHARGE ASSESSMENT | 15.00 |
| 1221 | 2000002350 | 1221 OVERLIMIT CHARGE ASSESSMENT | 10.00 |

| PREVIOUS BALANCE | | PAYMENTS AND CREDITS | | TOTAL FINANCE CHARGE | | NEW TRANSACTIONS | | NEW BALANCE |
|---|---|---|---|---|---|---|---|---|
| 1,772.82 | - | .00 | + | 23.59 | + | 25.00 | = | 1,821.41 |

CASH: PERIODIC RATE = 01.500% APR = 18.000%
RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
Customer Service: 1-800-665-6737

NOTICE — SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

JC202474

JCPenney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or visit our website www.jcpenney.com


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www.jcpenney.com


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at Eckerd Drug Stores
ECKERD
www.eckerd.com


Account Statement

Billing inquiry
Notice Address
See reverse side for details.
Telephoning will not preserve your rights.

P.O. BOX 27570
ALBUQUERQUE, NM 87125
1-800-527-3369
*1-800-527-2110 EN ESPANOL*

| | |
|---|---|
| ACCOUNT NUMBER | [redacted] |
| CURRENT BILLING DATE | 01-19-01 |
| DAYS THIS PERIOD | 31 |

PAGE 01 OF 01 To avoid additional finance charge, please pay the new balance by due date 02-16-01

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 3300 AVAILABLE CREDIT

| Date | Reference Number | Balance Type | Item Description | Charges | Payments and Credits |
|---|---|---|---|---|---|

| BALANCE TYPE | | COMPUTED ON AVERAGE DAILY BALANCE | MONTHLY PERIODIC RATE(S) % | ANNUAL PERCENTAGE RATE(S) % |
|---|---|---|---|---|
| REGULAR | A | 2744.79 | 2.08250 | 24.99 |

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

| BALANCE SUMMARY | PREVIOUS BALANCE | - PAYMENTS AND CREDITS | + FINANCE CHARGE | + CHARGES | = NEW BALANCE | PAST DUE AMOUNT | MINIMUM PAYMENT |
|---|---|---|---|---|---|---|---|
| TOTAL | 2844.79 | 0.00 | 57.15 | 0.00 | 2901.94 | 652.00 | 797.00 |

Regions Bank

# PROMISSORY NOTE AND DISCLOSURE

[redacted]

Borrower: GABRIEL THOMAS PORTEOUS, JR. (SSN: 436-64-1366)
4801 NEYREY DRIVE
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

| ANNUAL PERCENTAGE RATE<br>The cost of my loan as a yearly rate. | FINANCE CHARGE<br>The dollar amount the loan will cost me. | Amount Financed<br>The amount of credit provided to me or on my behalf. | Total of Payments<br>The amount I will have paid after I have made all payments as scheduled. |
|---|---|---|---|
| 11.014% | $268.65 | $5,030.00 | $5,298.65 |

PAYMENT SCHEDULE. My payment schedule will be one payment of $5,298.65 on January 17, 2001.

SECURITY. This loan is unsecured except for Lender's security interest and other rights in my deposit accounts. Collateral securing other loans with Lender may also secure this loan.

PREPAYMENT. If I pay off my loan early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

## Amount Financed Itemization

| | | |
|---|---|---|
| Amount paid on my account:<br>$5,030.00 Payment on Loan # 041006850000001533 | | $5,030.00 |
| Total Financed Prepaid Finance Charges: | | $30.00 |
| Note Principal: | | $5,060.00 |
| Prepaid Finance Charges: | | $30.00 |
| Financed:<br>$25.00 Processing/Origination Fee<br>$5.00 Documentation Fee | $30.00 | |
| Amount Financed: | | $5,030.00 |

Principal Amount: $5,060.00 Interest Rate: 9.750% Date of Note: July 24, 2000

PROMISE TO PAY. I promise to pay to the order of Regions Bank ("Lender"), the sum of Five Thousand Sixty & 00/100 Dollars (U.S. $5,060.00), together with simple interest at the rate of 9.750% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on July 24, 2000 and continuing until this Note is paid in full.

PAYMENT. I will pay this loan in one principal payment of $5,060.00 plus accrued interest on January 17, 2001. This payment due January 17, 2001, will be for all principal and accrued interest not yet paid. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If I prepay this Note in full, or if Lender accelerates payment, I understand that, unless otherwise required by law, any prepaid loan finance charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Unless otherwise agreed to in writing, early payments under this Note will not relieve me of my obligation to continue to make regularly scheduled payments under the above payment schedule. Early payments will instead reduce the principal balance due under this Note.

LATE CHARGE. If I fail to pay any payment under this Note in full within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of interest then due and owing under this Note, or U.S. $15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of maturity of this Note.

DEFAULT AND ACCELERATION. Lender has the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note upon any one or more of the following events of default: (a) should I fail to make any payment under this Note when due; (b) should a default occur or exist under any security agreement directly or indirectly securing this Note; (c) should I default under any other loan or obligation in favor of Lender; (d) should I die, or become insolvent, or apply for bankruptcy or other relief from creditors; (e) should Lender in good faith believe itself to be insecure with regard to repayment of this Note; or (f) should I or any guarantor of this Note make any representation or warranty to Lender in connection with obtaining credit that proves to be incorrect or misleading in any respect.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or if I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

NSF CHECK CHARGES. In the event that I make any payment under this Note by check and my check is returned to Lender unpaid due to nonsufficient funds in my deposit account, I agree to pay Lender an additional NSF check charge equal to 5% of the amount of my dishonored check, or $25.00, whichever is greater.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that I (or any of us) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), I am granting Lender a continuing security interest in any and all funds that I may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder (with the exception of IRA, pension, and other tax-deferred deposits). I further agree that Lender may at any time apply any funds that I may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that I (or any of us) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. Collateral securing other loans with Lender may also secure this Note as a result of cross-collateralization.

ARBITRATION. Lender and I agree that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of or foreclose upon any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.). Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind,

JC202476

reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

**FINANCIAL STATEMENTS.** I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

**GOVERNING LAW.** I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this consumer Note is subject to Louisiana Law.

**PRIOR NOTE.** RENEWAL OF YOUR NOTE TO US DATED JANUARY 27, 2000. THIS DOES NOT SATISFY OR IN ANY WAY DISCHARGE THE EXISTING DEBT UNDER THAT NOTE, NOR DOES IT RELEASE ANY SECURITY IDENTIFIED IN THAT NOTE.

**GENERAL PROVISIONS.** I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

x [redacted]
GABRIEL THOMAS PORTEOUS, JR.

PAGE 01 OF 01

BOL MASTERCARD 002-050
SOUTHERN STATES BANKCARD ASSOC
PO BOX 6972
METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-0000

| | |
|---|---|
| NEW BALANCE ▶ | 1,345.20 |
| MINIMUM PAYMENT DUE ▶ | 41.00 |

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED _____ [redacted]

| ACCOUNT NUMBER | TOTAL CREDIT LINE | NO. DAYS IN BILLING CYCLE | CYCLE CLOSING DATE | PAYMENT DUE DATE |
|---|---|---|---|---|
| [redacted] | 1,500 | 29 | 08/21/00 | 09/15/00 |

| AVERAGE DAILY BALANCE | PERIODIC FINANCE CHARGE | TRANSACTION FINANCE CHARGE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|
| 1,300.77 | 19.51 | .00 | 18.00% |

| TRANSACTION DATE | REFERENCE NUMBER | POST DATE & DESCRIPTION OF TRANSACTION | AMOUNT |
|---|---|---|---|
| 0807 | 2000070475 | 0807 PAYMENT - THANK YOU | 48.00- |

| PREVIOUS BALANCE | | PAYMENTS AND CREDITS | | TOTAL FINANCE CHARGE | | NEW TRANSACTIONS | | NEW BALANCE |
|---|---|---|---|---|---|---|---|---|
| 1,373.69 | - | 48.00 | + | 19.51 | + | .00 | = | 1,345.20 |

CASH: PERIODIC RATE = 01.500% APR = 18.000%
RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
Customer Service: 1-800-666-6737

NOTICE — SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

JCPenney

CUSTOMER SERVICE AWARD

GOOD AS GOLD

JCPENNEY ASSOCIATE'S NAME

Give this card to an associate who gives you exceptional service.

Give this code to a phone representative who gives you exceptional service: 7784403

JCPENNEY ASSOCIATES RECEIVING THIS CARD CAN EXCHANGE IT FOR REWARDS FROM THEIR MANAGERS.

**Dear Privilege Customer:**

We value your opinion of our customer service. Please give our associates Good as Gold Customer Service Awards if you feel they have made an exceptional effort to serve you. Thank you for your valued input.

Privilege

PRIVILEGE CUSTOMER'S SIGNATURE

ADDRESS (OPTIONAL)

CITY STATE ZIP 479P

JCPenney STORES & CATALOG Visit us at www.jcpenney.com

Use your JCPenney Card at Eckerd Drug Stores

ECKERD www.eckerd.com

Account Statement

Billing Inquiry Notice Address. See reverse side for details. Telephoning will not preserve your rights.

P.O. BOX 27570
ALBUQUERQUE NM 87125
1-800-527-7711
*1-800-527-2110 EN ESPANOL*

H

ACCOUNT NUMBER [redacted]

CURRENT BILLING DATE 08-17-00

PAGE 01 OF 01

To avoid additional finance charge, please pay new balance by due date ▶ 09-14-00

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us.

CREDIT LINE 10000 AVAILABLE CREDIT 7455

| Date | Store/Reference Number | Balance Type | Item Description | Charges | Payments and Credi |
|---|---|---|---|---|---|
| | | | LAKESIDE SHOPNG CNTR | | |
| 07-22 | 0549-1415408 | R | SHOWER CURTAINS,BATH MATS-SETS | 94.57 | |
| 07-22 | 0549-1767193 | R | BEVERAGEWARE | 14.13 | |
| 07-29 | 0549-1415790 | R | SHOWER CURTAINS,BATH MATS-SETS | 46.74 | |
| 07-29 | 0549-1465642 | R | SHOWER CURTAINS,BATH MATS-SETS | | 94.5 |
| 07-29 | 0549-1515536 | R | SHOWER CURTAINS, BATH MATS-SETS,TOWELS | 122.70 | |
| 08-01 | 0549-1415939 | R | SHOWER CURTAINS,BATH MATS-SETS | | 57.5 |
| 08-01 | 0549-1415945 | R | SHOWER CURTAINS, BATH MATS-SETS,BATH ACCESSORY, TOWELS | 111.79 | |
| 08-01 | 0549-1415987 | R | BATH ACCESSORY,BATH MATS-SETS | | 28.1 |
| 08-01 | 0549-1415990 | R | BATH MATS-SETS | 14.13 | |
| 08-07 | 6400-0151351 | R | PYMT-THANK YOU | | 150.0 |

*THE JCPENNEY GIFT CARD!*
*A GREAT BUDGETING TOOL FOR STUDENTS HEADED BACK TO SCHOOL.*
*TO PURCHASE ADDITIONAL VALUE TO A GIFT CARD, JUST VISIT*
*YOUR NEIGHBORHOOD JCPENNEY STORE*
*AND PRESENT YOUR GIFT CARD NUMBER.*
*NOW THAT'S A GREAT WAY TO GET BACK INTO THE SWING OF SCHOOL!*

| BALANCE SUMMARY | PREVIOUS BALANCE | - PAYMENTS AND CREDITS | + FINANCE CHARGE | + CHARGES | = NEW BALANCE | MINIMUM PAYMENT |
|---|---|---|---|---|---|---|
| REG | 2425.76 | 330.21 | 44.54 | 404.06 | 2544.15 | 127.00 |

| BAL TYPE | | ON BALANCE OF | AS OF | ON BALANCE THROUGH $ | MONTHLY PERIODIC RATE(S) % | ANNUAL PERCENTAGE RATE(S) % | ON BALANCE OVER $ | MONTHLY PERIODIC RATE(S) % | ANNUAL PERCENTAG RATE(S) % |
|---|---|---|---|---|---|---|---|---|---|
| R | A | 2545.31 | 08-00 | ALL | 1.75 | 21.0 | | | |

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

DISCOVER PLATINUM

September 22, 2000 $20,069.51
minimum payment due
$402.00

enter amount enclosed below
$

Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus $ 69.51.

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Great Balance Transfer rates!
Call 1-800-DISCOVER to see if an offer is available for you.

PO BOX 30395
SALT LK CITY UT 84130-0395

Address or telephone change? Please print change in the space above.

[redacted]

Cashback Bonus® award

Closing Date: August 25, 2000 page 1 of 2

| Cashback Bonus® Award | this period | to date |
|---|---|---|
| qualified purchases | $0.00 | $321.10 |
| Cashback Bonus award earned | $0.00 | $0.80 |
| Cashback Bonus anniversary date: | January 25 | |

## Discover Platinum Card Account Summary

| | |
|---|---|
| account number | [redacted] |
| payment due date | September 22, 2000 |
| minimum payment due | $402.00 |
| credit limit | $20,000 |
| credit available | $0 |
| cash credit limit | $10,000.00 |
| cash credit available | $0.00 |

| | | |
|---|---|---|
| previous balance | | $20,284.75 |
| payments and credits | - | 514.30 |
| purchases | + | 0.00 |
| cash advances | + | 0.00 |
| balance transfers | + | 0.00 |
| FINANCE CHARGES | + | 299.06 |
| new balance | = | $20,069.51 |

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

## Transactions

| | trans. date | post date | | | |
|---|---|---|---|---|---|
| Payments and Credits | Aug 9 | Aug 9 | PAYMENT - THANK YOU | $ | -406.00 |
| | Aug 16 | Jul 21 | OPENING BAL ADJUSTMENT-CASH ADVANCES | | -103.00 |
| | Aug 16 | Jul 21 | TRANSACTION FEE REFUND | | -5.00 |
| | Aug 16 | Jul 21 | ADJUSTMENT - FINANCE CHARGE | | -0.30 |

Effective August 1, 2000, Greenwood Trust Company, the bank that issues your Discover Card, will begin operating under the name Discover Bank. Please note that this change will have no effect on your account(s).

Eat out often? Well, Dine Out with Discover(R) Card for a chance to win! During the month of September, your meal could be on us when you use your Discover Platinum Card at any of your favorite restaurants that accept Discover Card. See the enclosed Explore Newsletter for further details!

JC202480

Please see following page for additional information. Questions? Call 1-800-DISCOVER(1-800-347-2683)

E227552 PL O7

Access your statement online at www.discovercard.com

Use Where You See DISCOVER

SUO 6 X 7 20 9
5524 0193 1289 0500 01A 05524 23504

Defending Liberty · Pursuing Justice

# AMERICAN BAR ASSOCIATION

| Account Statement | Page 1 of 2 |
|---|---|
| Statement Closing Date | 08/29/00 |
| Account number | [redacted] |
| New balance | $16,285.94 |
| Past due amount | $636.00 |
| Minimum payment due | $1,247.94 |
| Payment due date | NOW DUE |

| Account Summary | |
|---|---|
| Previous balance | $16,059.34 |
| Payments and credits | $0.00 |
| Purchases and advances | $0.00 |
| FINANCE CHARGE | $197.60 |
| Debit adjustments | $29.00 |
| New balance | $16,285.94 |

| | |
|---|---|
| Credit Limit | $16,000 |
| Available Credit | NONE |
| Days in billing period | 29 |

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

## MASTERCARD® FOR ABA MEMBERS

### Transactions

| Trans | Post | Reference Number | Description | Amount |
|---|---|---|---|---|
| 08/29 | 08/29 | | LATE FEE | 29.00 |
| | | *FINANCE CHARGE* | PURCHASES $83.16 CASH ADVANCE $114.44 | 197.60 |

*An amount followed by a minus (-) is a credit or credit balance.*

YOUR ACCOUNT IS TWO MONTHS PAST DUE AND COULD RESULT IN SUSPENSION OF CREDIT PRIVELEGES. PLEASE CALL 1-800-772-7774 FOR ASSISTANCE.

### Finance Charge Information

| | Average Daily Balance | Daily Periodic Rate | Nominal APR | Annual Percentage Rate (APR) | Transaction Fees | Finance Charge |
|---|---|---|---|---|---|---|
| Purchases | 6,799.04 | 0.04218% | 15.40% | 15.40% | 0.00 | 83.16 |
| Cash | 9,355.48 | 0.04218% | 15.40% | 15.40% | 0.00 | 114.44 |

### Cardmember News

USE YOUR ABA CREDIT CARD TO EARN FREE AND DISCOUNTED TRAVEL WITH TRAVELERMILES. EARN DISCOUNTED TICKETS AFTER JUST 6,000 MILES. TO ENROLL, GO TO WWW.ABACARD.COM, CLICK ON THE CARDMEMBER SERVICES BUTTON THEN CLICK ON TRAVELERMILES. YOU CAN ALSO CALL 1-800-772-2221 FOR MORE INFORMATION ON TRAVELERMILES.

*Please detach bottom portion and return with your payment in the enclosed envelope.*

**CITIBANK USA**
(formerly Travelers Bank USA)
P.O. Box 15109
Wilmington, DE 19850-5109

*Make changes to address and phone number below:*

Address

City State Zip

Home phone

Business phone

| | |
|---|---|
| Account number | [redacted] |
| New balance | $16,285.94 |
| Minimum payment due | $1,247.94 |
| Payment due date | NOW DUE |

**Amount enclosed: $**

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST,SECTION T
NEW ORLEANS LA 70130-3313

23504

PO BOX 6214
CAROL STREAM, IL 60197-6214

5308951220000642012479416285940000000020

JC202481

AMERICAN BAR ASSOCIATION

SUD 6 X 7 20 3
5524 0193 1289 0500 01AD5524 23504

Account Number [redacted] Statement Date 08/29/00 Page 2 of 2

MASTERCARD® FOR ABA MEMBERS

Cardmember News

HAVE SOMEONE GOING BACK TO SCHOOL? A BIRTHDAY COMING UP? A WEDDING? ORDER A GIFT CARD TODAY! CALL 1-877-265-GIFT (4438) OR LOG ON TO WWW.PERFECTGIFTIDEA.COM AND ORDER GIFT CARDS FOR ANY OCCASION. THEY WORK LIKE GIFT CERTIFICATES, AND THEY CAN BE USED ANYWHERE MASTERCARD IS ACCEPTED. IT'S THE PERFECT GIFT IDEA NO MATTER WHAT THE OCCASION!

GIVE A FRIEND, FAMILY MEMBER OR A STUDENT GOING BACK TO SCHOOL THE CONVENIENCE OF A CREDIT CARD IN THEIR NAME! SIMPLY CALL CUSTOMER SERVICE TO ORDER AN ADDITIONAL CARD ON YOUR ACCOUNT. IT'S FAST, EASY - AND FREE!

# Dillard's

| Option Type | New Balance | Minimum Payment Due | Amount Paid |
|---|---|---|---|
| Regular | 4,380.37 | 365.00 | |

98

**Account Number:** [redacted]
**Billing Date:** 08/08/2000
**Payment Due Date:** 09/03/2000

IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE

PRESORTED
********AUTO**5-DIGIT 70002
GABRIEL PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
PO BOX 29442
PHOENIX, AZ 85038-9442

[redacted]

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT



| Date | Reference Number | Dept/ Store# | Item Description/Store Name | Amount | Charges/ Credits |
|---|---|---|---|---|---|
| | | | REGULAR REVOLVING OPTION | | |
| 07/14 | 0000-9370 | 009041 | PAYMENT - THANK YOU | -400.00 | |
| | | 0900 | PHOENIX CENTER | | 400.00 |
| 07/22 | 0002-0049 | 977000 | FANCY WRAP | 3.00 | |
| | | 977000 | FANCY WRAP | 4.00 | |
| | | 977001 | FANCY WRAP | -4.00 | |
| | | 977001 | FANCY WRAP | -3.00 | |
| | | 950000 | TAX | 0.61 | |
| | | 950000 | CREDIT TAX (RETURN) | -0.61 | |
| | | 0284 | LAKESIDE | | 0.00 |
| 07/22 | 0024-0028 | 421000 | TODDLER GIRLS | 22.00 | |
| | | 422000 | TODDLER BOYS | 17.00 | |
| | | 950000 | TAX | 3.41 | |
| | | 0284 | LAKESIDE | | 42.41 |
| 08/07 | 0000-0380 | 012056 | PAYMENT - THANK YOU | -408.00 | |
| | | 0900 | PHOENIX CENTER | | 408.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 4,765.40 | 84.98 |
| | | | *What does it mean to be a VIP?* *Special offers. Coveted benefits.* *Delightful surprises.* *Just for using your Dillard's credit card.* *Ask a Store Associate for details.* | Daily Periodic Rate .05753 % | ANNUAL PERCENTAGE RATE 21.0 % |
| | | | *Stop paying ATM fees! As a member of VIP Rewards, you're entitled to free personal check cashing (up to $100 per day.)* *Simply show us your picture ID and your Dillard's credit card...it's that simple!* | | |
| | | | *VIP Rewards...* *A better card for our best customer...you!* *Special offers. Coveted benefits.* *Delightful surprises.* *Just for using your Dillard's credit card.* | | |

**Account:** [redacted] **Billing Date:** 08/08/2000 **Payment Due:** 09/03/2000 **Credit Limit:** $5000

| Option Type | Previous Balance | Charges (+) | Payments (-) | Credits (-) | New Balance | Minimum Payment Due |
|---|---|---|---|---|---|---|
| Regular | 5,060.98 | 127.39 | 808.00 | 0.00 | 4,380.37 | 365.00 |

FOR CUSTOMER SERVICE CALL:
ENGLISH 1-800-643-8278
ESPANOL (U.S.) 1-800-297-1808
ESPANOL (MEX) 001-800-297-1808
TDD 1-800-547-6296

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR I[illegible] INFORMATION

383

JC202483

# Dillard's

| Option Type | Store Balance | Minimum Payment Due | Amount Paid |
|---|---|---|---|
| Regular | 215.99 | 17.00 | |

Account Number: [redacted]
Billing Date: 08/08/2000
Payment Due Date: 09/03/2000

IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE

PRESORTED
AUTO MIXED AADC 852
GABRIEL T PORTEOUS
MELL PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD'S
PO BOX 29442
PHOENIX , AZ 85038-9442

[redacted]

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT



| Date | Reference Number | Dept/ Store# | Item Description/Store Name | Amount | Charges/ Credits |
|---|---|---|---|---|---|
| | | | REGULAR REVOLVING OPTION | | |
| 07/14 | 0000-9380 | 009041 | PAYMENT - THANK YOU | -25.00 | |
| | | 0900 | PHOENIX CENTER | | 25.00 |
| 08/07 | 0000-0370 | 012056 | PAYMENT - THANK YOU | -44.00 | |
| | | 0900 | PHOENIX CENTER | | 44.00 |
| | | | FINANCE CHARGE ON AVERAGE DAILY BALANCE OF | 264.72 | 4.36 |
| | | | *What does it mean to be a VIP? Special offers. Coveted benefits. Delightful surprises. Just for using your Dillard's credit card. Ask a Store Associate for details.* | Monthly Periodic Rate 1.650% | ANNUAL PERCENTAGE RATE 19.8 % |
| | | | *All purchases made on the Dillard's credit card, including our Interest Free Payment Options, apply towards membership in VIP Rewards! Ask a store associate for details and start rewarding yourself today!* | | |

Account: [redacted] Billing Date: 08/08/2000 Payment Due: 09/03/2000 Credit Limit: $3500

| Option Type | Previous Balance | Charges (+) | Payments (-) | Credits (-) | New Balance | Minimum Payment Due |
|---|---|---|---|---|---|---|
| Regular | 280.63 | 4.36 | 69.00 | 0.00 | 215.99 | 17.00 |

FOR CUSTOMER SERVICE CALL:
ENGLISH 1-800-643-8278
ESPANOL (U.S.) 1-800-297-1808
ESPANOL (MEX) 001-800-297-1808
TDD 1-800-547-6296

DILLARD'S

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

JC202484

| PAYMENT DUE DATE | NEW BALANCE | MINIMUM DUE |
|---|---|---|
| 09/03/00 | $9,392.31 | $187.00 |

Print change of address and telephone number:
New Address: _____
Telephone: ( )

008002

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

**ACCOUNT NUMBER:** [redacted]

Enter Amount Enclosed In Boxes Below

$

Please make check or money order payable to:
CHASE PLATINUM MASTERCARD.

Enroll me in optional LifePlus credit insurance. *I acknowledge that insurance is not required to obtain credit and my decision whether to purchase insurance is not a factor in Chase's credit approval.* I have read and understand that LifePlus coverages, benefits, and rates may vary by state as the enclosures disclose. I agree to pay the premium billed to my account. I may cancel at any time. (EDP)

INITIAL FOR OPTIONAL LIFEPLUS _____ Birthdate _____

P.O. BOX 52050
PHOENIX, AZ 85072-2050

[redacted]

Please detach at perforation and return with your payment.

CHASE

**Chase Platinum MasterCard®**
ACCOUNT NUMBER: [redacted]

| NEW BALANCE | PAYMENT DUE DATE | STATEMENT CLOSING DATE | DAYS IN BILLING CYCLE |
|---|---|---|---|
| $9,392.31 | 09/03/00 | 08/09/00 | 29 |
| **TOTAL CREDIT LINE** | **TOTAL AVAILABLE CREDIT** | **CASH ACCESS LINE** | **AVAILABLE CASH** |
| $10,000 | $607 | $6,000 | $1 |

## Here is your Account Summary:

| | TOTAL |
|---|---|
| Previous Balance | $9414.23 |
| (-) Payments, Credits | 188.00 |
| (+) Purchases, Cash, Debits | 29.00 |
| (+) FINANCE CHARGES | 137.08 |
| (=) New Balance | 9392.31 |
| Minimum Payment Due | $187.00 |

# 1 MORE CHANCE
## TO GET ONE OF THE LOWEST RATES GOING
SEE PAGE 2 FOR DETAILS.

## Your charges and credits at a glance:

| TRANS. DATE | POST DATE | REF. NO. | DESCRIPTION OF TRANSACTIONS | CREDITS | CHARGES |
|---|---|---|---|---|---|
| 07/07 | 07/07 | M386 | PAYMENT THANK YOU | 188.00 | |
| | | | LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE | | 29.00 |
| | | | Total of your credits and charges | 188.00 | 29.00 |

PROTECT YOURSELF WITH LIFEPLUS TODAY. THE PAYMENT PROTECTION PLAN THAT MAKES YOUR MINIMUM MONTHLY PAYMENT WHEN YOU CAN'T.

GOOD NEWS! ACCEPT OUR BALANCE TRANSFER OFFER AND YOU MAY BE ELIGIBLE FOR A VARIABLE ESTIMATED DAILY PERIODIC RATE OF 0.03579%. YOUR VARIABLE ESTIMATED NOMINAL APR WILL BE 10.50%. ESTIMATES BASED ON PRIME OF 9.50%

STARTING 9/1 YOU ARE ENTITLED TO EXCLUSIVE TRAVEL CENTER BENEFITS. THIS SERVICE INCLUDES HOTEL AND CAR RENTAL PREFERRED RATES, $100,000 FREE FLIGHT INSURANCE ON EVERY AIRLINE TICKET PURCHASED, PERSONAL TRAVELER PROFILE AND GUARANTEED LOWEST PUBLIC FARES. SOME RESTRICTIONS AND LIMITATIONS APPLY. CALL 1-877-474-5742 FOR MORE DETAILS AND TO BOOK YOUR NEXT VACATION!

## Here's how we determined your Finance Charge*:

| | DAILY PERIODIC RATE | AVERAGE DAILY BALANCE | PERIODIC / MIN. FINANCE CHARGE | TOTAL FINANCE CHARGE | NOMINAL ANNUAL PERCENTAGE RATE | ANNUAL PERCENTAGE RATE |
|---|---|---|---|---|---|---|
| Purchases | 0.03559% | $3313.29 | $34.19 | $34.19 | 12.99% | 12.99% |
| Cash | V 0.05767% | $6152.59 | $102.89 | $102.89 | 21.05% | 21.05% |

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a day, 7 days a week, toll-free, at **1-800-334-0601** or write PO BOX 15902, Wilmington, DE 19850-9800.

Para Servicio al Cliente en Español: **1-800-545-0464.**

JC2002485

Send Payments to: Chase Platinum MasterCard, P.O. Box 52050, Phoenix, AZ 85072-2050.
IMPORTANT: Don't forget to write your account number on your check or money order -- never send cash!

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-3313991

To: G T Porteous Jr
From: Mildred Okyere-Connor, Customer Assistance department
Date: August 29, 2000
Subject: Account inquiry
Account No.: [redacted]

We received a letter from Claude C. Lightfoot, jr. Attorney at Law dated August 22, 2000, requesting information on your account. To keep your account information secure, we will not release this data without your permission. If you would like us to release this information, please let us know.

If you have any questions, please call 1-800-297-7164, Monday through Thursday from 8 a.m. to midnight, Friday, 8 to 8, or Saturday, 9 to 2 (Eastern time). Or you may write to P.O. Box 15971, Wilmington, DE 19850-5971. Our knowledgeable Account Managers are ready to assist you.

JC202486

08/29/00

CITIBANK USA
P.O. Box 6273
Sioux Falls, SD 57117-6273

GABRIEL T PORTEOUS JR
500 CAMP ST,SECTION T
US DISTRICT COURT
NEW ORLEANS LA 70130-3313

Account: [redacted]
Balance: $16,088.34
Past due: $636.00

We recently sent you a letter reminding you that your account was past due and requesting payment of the past due amount indicated above. If this payment has been mailed please accept our thanks and disregard this letter.

However, if you have not, it is extremely important that you do so immediately to avoid a record of delinquency on your credit file and the loss of any charge privileges. In addition, if your account agreement so provides, the account may be subject to an increase in its rate of interest if your payment is not sent immediately. We urge you to send your payment so that we are not forced to take such drastic action.

If for any reason, you can not send us the payment it is very important that you call us immediately at the number below.

Thank you for your prompt attention.

Sincerely,

CITIBANK USA
1-800-772-7774

/fe2

---

To ensure proper crediting of your payment, please enclose this portion of the letter with your check or money order made payable to:
CITIBANK USA P.O. Box 6214,
Carol Stream, IL 60197-6214.

GABRIEL T PORTEOUS JR
Account: [redacted]
Amount Enclosed $_____

JC202487

**CITIBANK USA**

First USA Bank, N.A.
Dept. 0555
PO Box 710555
Columbus OH 43271-0555
**Time Sensitive**

16538 1 AT 0.261
G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

FIRST USA.

September 01, 2000

| RE Account Number |
| --- |
| [redacted] |

| Amount Due |
| --- |
| $197.00 |

Dear G THOMAS PORTEOUS:

Our records indicate that your First USA Bank, N.A. account is past due.

If the payment has already been sent, please accept our thanks and disregard this notice.

If the payment has not been made, please remit the past due amount today. You can mail your payment, with the attached coupon, to the address below. Or, you can call 1-800-236-0657 to take advantage of our free e-pay service which allows you to make payments right over the phone. It's fast and simple!

Thank you for your cooperation.

Sincerely,

Customer Support Department

First USA Bank, N.A.
Member FDIC

3366 5000 0820 0040

*To Ensure Prompt Processing, Detach and Mail This Portion With Your Payment in the Enclosed Reply Envelope.*

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

September 01, 2000

| Account Number |
| --- |
| [redacted] |

*Mail To:*

First USA Bank, N.A.
P.O. Box 15548
Wilmington, DE 19886-5548

*** * Pay This Amount * ***

| Amount Due | $197.00 |
| --- | --- |

**Please Indicate Amount Enclosed**

$

[redacted]

JC202488

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [redacted]
20000703 PAGE 1

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 MEYREY DR
METAIRIE LA 70002

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT
ACCOUNT HISTORY

THIS IS A STATEMENT OF ACTUAL ACTIVITY IN YOUR ESCROW ACCOUNT FROM JULY 1999 THROUGH JUNE 2000.

COMPARE IT TO THE ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT- PROJECTIONS FOR COMING YEAR-WHICH WAS SENT TO YOU LAST YEAR ON JULY 01, 1999 (ANOTHER COPY ENCLOSED).

YOUR MONTHLY MORTGAGE PAYMENT FOR THE PAST YEAR WAS 1,401.63 OF WHICH 1,186.72 WAS FOR PRINCIPAL AND INTEREST AND 214.91 WENT TO YOUR ESCROW ACCOUNT.

| MONTH | PAYMENTS TO ESCROW ACCOUNT | PAYMENTS FROM ESCROW ACCOUNT | DESCRIPTION | ESCROW ACCOUNT BALANCE |
|---|---|---|---|---|
| STARTING BALANCE | | | | 30.09 |
| JULY | 210.13 | | | 240.22 |
| JULY | | 147.00* | 37 ADDITIONAL INSURANCE PREMIUM | 93.22 |
| AUGUST | 214.91 | | | 308.13 |
| SEPTEMBER | 214.91 | | | 523.04 |
| OCTOBER | 214.91 | | | 737.95 |
| NOVEMBER | 214.91 | | | 952.86 |
| DECEMBER | 214.91 | | | 1,167.77 |
| DECEMBER | | 692.08* | 22 STATE TAXES | 475.69 |
| JANUARY | 214.91 | | | 690.60 |
| FEBRUARY | 214.91 | | | 905.51 |
| MARCH | 214.91 | | | 1,120.42 |
| APRIL | 214.91 | | | 1,335.33 |
| MAY | 214.91 | | | 1,550.24 |
| JUNE | 214.91 | | | 1,765.15 |
| JUNE | | 1,539.00* | 34 INSURANCE | 226.15 |
| JUNE | | 349.00* | 38 FLOOD INSURANCE | 122.85- |
| **TOTAL** | 2,574.14 | 2,727.08 | | |

JC202489

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [redacted]
20000703 PAGE 2

GABRIEL T. PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

AN ASTERISK (*) INDICATES A DIFFERENCE FROM A PREVIOUS ESTIMATE EITHER IN THE DATE OR THE AMOUNT.

LAST YEAR, WE ANTICIPATED THAT PAYMENTS FROM YOUR ACCOUNT WOULD BE MADE DURING THIS PERIOD EQUALING 27,416.43. UNDER FEDERAL LAW, YOUR LOWEST MONTHLY BALANCE HOULD NOT HAVE EXCEEDED 429.82. UNDER OUR CURRENT POLICY, YOUR LOWEST MONTHLY BALANCE SHOULD NOT HAVE EXCEEDED 214.91.

Fidelity

JC202490

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [redacted]
20000703 PAGE 3

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT-
PROJECTIONS FOR COMING YEAR

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

| MONTH | PAYMENTS TO ESCROW ACCOUNT | PAYMENTS FROM ESCROW ACCOUNT | DESCRIPTION | ESCROW ACCOUN BALANCE |
|---|---|---|---|---|
| REQUIRED STARTING BALANCE | | | | 215.07 |
| JULY | 214.94 | | | 429.98 |
| AUGUST | 215.01 | | | 644.99 |
| SEPTEMBER | 215.01 | | | 860.00 |
| OCTOBER | 215.01 | | | 1,075.01 |
| NOVEMBER | 215.01 | | | 1,290.02 |
| DECEMBER | 215.01 | | | 1,505.03 |
| DECEMBER | | 692.08 | 22 STATE TAXES | 812.95 |
| JANUARY | 215.01 | | | 1,027.96 |
| FEBRUARY | 215.01 | | | 1,242.97 |
| MARCH | 215.01 | | | 1,457.98 |
| APRIL | 215.01 | | | 1,672.99 |
| MAY | 215.01 | | | 1,888.00 |
| JUNE | 215.01 | | | 2,103.01 |
| JUNE | | 1,539.00 | 34 INSURANCE | 564.01 |
| JUNE | | 349.00 | 38 FLOOD INSURANCE | 215.01 |
| **TOTAL** | 2,580.02 | 2,580.08 | | |

YOUR ENDING BALANCE, FROM THE LAST MONTH OF THE ACCOUNT HISTORY, IS 122.85-
YOUR STARTING BALANCE ACCORDING TO THIS ANALYSIS SHOULD BE 215.07 .

IS MEANS YOU HAVE A DEFICIENCY OF 122.85-. THIS DEFICIENCY MAY BE COLLECTE
OM YOU OVER A PERIOD OF 2 MONTHS OR MORE UNLESS THE DEFICIENCY IS LESS
THAN 1 MONTH'S DEPOSIT, IN WHICH CASE WE HAVE THE ADDITIONAL OPTION OF
REQUESTING PAYMENT WITHIN 30 DAYS. WE WILL ASK YOU TO PAY IT OVER 12 MONTHS.

AFTER CONSIDERING THE DEFICIENCY, YOU STILL HAVE A REMAINING SHORTAGE
OF 215.07 . THIS SHORTAGE MAY BE COLLECTED FROM YOU OVER A PERIOD OF 12
MONTHS UNLESS THE SHORTAGE IS LESS THAN 1 MONTH'S DEPOSIT, IN WHICH CASE

JC202491

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL ACTIVITY ON YOUR ACCOUNT AT THE END OF THE NEXT ESCROW ACCOUNTING COMPUTATION YEAR.)

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [redacted]
20000703 PAGE 4

GABRIEL T. PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

NEW ESCROW PAYMENT CALCULATION

| | |
|---|---|
| ESCROW REQUIRED | 215.01 |
| OVERAGE/SHORTAGE SPREAD OVER 12 MONTHS | 28.16 |
| **TOTAL NEW ESCROW PAYMENT** | 243.17 |

TOTAL NEW PAYMENT CALCULATION

| | |
|---|---|
| PRINCIPAL AND INTEREST | 1,186.72 |
| TOTAL NEW ESCROW | 243.17 |
| MISCELLANEOUS PAYMENTS A&H/LIFE | 1.00 |
| ** TOTAL NEW PAYMENT ** | 1,429.89 |

EFFECTIVE WITH YOUR 08/01/2000 PAYMENT, YOUR NEW PAYMENT WILL BE 1,429.89

JC202492

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [redacted]
20000703 PAGE 5

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

*** THIS IS A COPY OF LAST YEAR'S PROJECTION ***
ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT-
PROJECTIONS FOR COMING YEAR

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

| MONTH | PAYMENTS TO ESCROW ACCOUNT | PAYMENTS FROM ESCROW ACCOUNT | DESCRIPTION | ESCROW ACCOUNT BALANCE |
|---|---|---|---|---|
| REQUIRED STARTING BALANCE | | | | 192.60 |
| JULY | 210.13 | | | 402.73 |
| AUGUST | 201.37 | | | 604.10 |
| SEPTEMBER | 201.37 | | | 805.47 |
| OCTOBER | 201.37 | | | 1,006.84 |
| NOVEMBER | 201.37 | | | 1,208.21 |
| DECEMBER | 201.37 | | | 1,409.58 |
| DECEMBER | | 691.43 | 22 STATE TAXES | 718.15 |
| JANUARY | 201.37 | | | 919.52 |
| FEBRUARY | 201.37 | | | 1,120.89 |
| MARCH | 201.37 | | | 1,322.26 |
| APRIL | 201.37 | | | 1,523.63 |
| MAY | 201.37 | | | 1,725.00 |
| JUNE | 201.37 | | | 1,926.37 |
| JUNE | | 1,381.00 | 34 INSURANCE | 545.37 |
| JUNE | | 344.00 | 38 FLOOD INSURANCE | 201.37 |
| **TOTAL** | 2,425.20 | 2,416.43 | | |

*** THIS IS A COPY OF LAST YEAR'S PROJECTION ***

JC202493

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: cclijr@worldnet.att.net

August 23, 2000

First USA Bank, N.A.
P.O. Box 8864
Wilmington, DE 19899-8864

**RE: Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
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(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

MBNA America
P.O. Box 15019
Wilmington, DE 19886-5019

**RE: Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

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Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

MBNA America
P.O. Box 15137
Wilmington, DE 19886-5137

**RE: Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

J.C. Penney
P.O. Box 27570
Albuquerque, NM 87125

RE: **Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Sandra V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

First USA Bank
P.O. Box 94014
Palatine, IL 60094-4014

RE: **Account** [redacted]

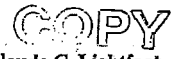
Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Cornelia Giardina Porteous, with respect to the indebtedness owed on the above account. Please continue all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,




**Claude C. Lightfoot, Jr.**

CCL/omt
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Discover Platinum
P.O. Box 6011
Dover, DE 19903-6011

**RE: Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Dillards
P.O. Box 52079
Phoenix, AZ 85072-2079

RE: Account [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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Claude C. Lightfoot, Jr.

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Citibank USA MasterCard
P.O. Box 15109
Wilmington, DE 19850-5109

RE: **Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmelle Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Citibank Advantage
Box 6000
The Lakes, NV 89163-6000

**RE: Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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COPY

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CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: cclj.r@worldnet.att.net

August 14, 2000

Citibank Advantage
Box 6408
The Lakes, NV 88901-6408

RE: **Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

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Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Chase Platinum Master Card
P.O. Box 52050
Phoenix, AZ 85072-2050

RE: **Account** [redacted]

Dear Sirs:

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CCL/tmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Bank of Louisiana MasterCard
P.O. Box 6972
Metairie, LA 70009-6972

**RE: Account** [redacted]

Dear Sirs:

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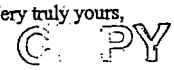

**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

American Express Optima
Suite 0002
Chicago, IL 60679-0002

**RE: Account** [redacted]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

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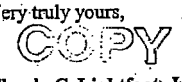


**Claude C. Lightfoot, Jr.**

CCL/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr. P.C.
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002
(504) 838-8571
Fax: (504) 838-8572

# FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 831-9409

| | |
|---|---|
| To: | Edward F. Bukaty, III |
| Of: | Edward F. Bukaty, III APLC |
| From: | Claude C. Lightfoot, Jr. |
| Client/Matter: | Workout Proposal for Gabriel T. Porteous, Jr. and Carmella A. Porteous |
| Date: | August 23, 2000 |
| CC: | Robert A. Mathis (834-6452) |

| DOCUMENTS | NUMBER OF PAGES* |
|---|---|
| List of Unsecured Creditors | 3 |
| | |
| | |
| | |

COMMENTS:
Original will NOT follow.
**Ed and Bob, would each of you check your client lists to determine which of the attached creditors your firms represent so that I can get with you regarding the workout proposal I wish to submit to you?**

**Thank you for your help,**

**Claude C. Lightfoot, Jr.**

*The information contained in this facsimile message is information protected by attorney-client and/or the attorney/work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.*

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (504) 838-8571.

P.01

TRANSACTION REPORT

AUG-23-00 WED 10:49 AM

BROADCAST

| DATE | START | RECEIVER | TX TIME | PAGES | TYPE | NOTE | M# | DP |
|---|---|---|---|---|---|---|---|---|
| AUG-23 | 10:46 AM | 8319409 | 1'01" | 4 | SEND | OK | 362 | |
| | 10:48 AM | 8346452 | 1'01" | 4 | SEND | OK | 362 | |
| | | | TOTAL : | | 2M 2S | PAGES: 8 | | |

Claude C. Lightfoot, Jr. P.C.
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002

Claude C. Lightfoot, Jr. P.C.
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002
(504) 838-8571
Fax: (504) 838-8572

# FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 834-6452

To: Robert A. Mathis
Of: Newman, Mathis, Brady, Wakefield & Spedale
From: Claude C. Lightfoot, Jr.
Client/Matter: Workout Proposal for Gabriel T. Porteous, Jr. and Carmella A. Porteous
Date: August 28, 2000

| DOCUMENTS | NUMBER OF PAGES* |
|---|---|
| Draft Listing of Unsecured Claimants | 3 |
| | |
| | |
| | |

COMMENTS:
Bob, here is the list again. Let me know who you have.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (504) 838-8571.

TRANSACTION REPORT

P.01

AUG-28-00 MON 05:28 PM

| DATE | START | RECEIVER | TX TIME | PAGES | TYPE | NOTE | M# |
|---|---|---|---|---|---|---|---|
| AUG-28 | 05:27 PM | 8346452 | 57" | 4 | SEND | OK | 446 |

TOTAL : 57S PAGES: 4

Claude C. Lightfoot, Jr. P.C.
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002
(504) 838-8571
Fax: (504) 838-8572

# FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 834-6452

To: Robert A. Mathis
Of: Newman, Mathis, Brady, Wakefield & Spodale
From: Claude C. Lightfoot, Jr.
Client/Matter: Workout Proposal for Gabriel T. Porteous, Jr. and Carmella A. Porteous
Date: August 28, 2000

| DOCUMENTS | NUMBER OF PAGES* |
|---|---|
| Draft Listing of Unsecured Claimants | 3 |
| | |
| | |

CITIBANK

*Citicorp Credit Services, Inc.*
*A Subsidiary of Citigroup*

*Bankruptcy Recovery Unit*
*P.O. Box 20487*
*Kansas City, MO 64195-9904*

September 22, 2000

RECEIVED
SEP 25 2000

Claude C. Lightfoot Jr.
3500 N Causeway Blvd. Suite 450
Metairie, LA 70002

RE: G. Thomas Porteous [redacted]

Dear Claude C. Lightfoot Jr.

We have received your recent communication and appreciate your attention to this matter. We would like to discuss the circumstances surrounding the situation and explore an alternative that would be advantageous to both parties.

Please contact one of our settlement representatives at the toll free number listed below.

We look forward to speaking to you.

Please see the reverse side of this letter for important information.

Sincerely,

Kelley R. Klenda

Kelley Klenda
Manager

Toll-free Telephone Number: 1-800-846-8444 ext.Option 7
Office Hours: Monday-Friday, 7:00am – 3:30pm Central Time

*See Reverse Side for Important Information*

JC202511

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Bank of Louisiana MasterCard
P.O. Box 6972
Metairie, LA 70009-6972

COPY

**RE: Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $1,724.23. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9 | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202513

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea N. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: cclj.jr@worldnet.att.net

December 21, 2000

MBNA America
P.O. Box 15019
Wilmington, DE 19886-5019

RE: Account [redacted]

COPY

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $28,708.98. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
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Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
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Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Citibank USA MasterCard
P.O. Box 15109
Wilmington, DE 19850-5109

COPY

RE: Account [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $16,981.47. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

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Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

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Metairie, Louisiana 70002

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Vidal C. Owens

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Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

MBNA America
P.O. Box 15137
Wilmington, DE 19886-5137

COPY

RE: **Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $27,828.31. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9 | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11 | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

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Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

J.C. Penney
P.O. Box 27570
Albuquerque, NM 87125

**RE: Account** [redacted]

COPY

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $2,763.81. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
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| 5. | Citibank Advantage | Balance $20,719.58 |
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| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202525

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

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Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

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Executive Tower - Suite 450
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Metairie, Louisiana 70002

Paralegal
Andrea V. Tunpa
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Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

First USA Bank, N.A.
P.O. Box 8864
Wilmington, DE 19899-8864

COPY

RE: Account [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $6,757.42. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

The debts which are proposed to be worked out are as follows:

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| 1. | American Express Centurion Bank | Balance $11,855.57 |
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| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

Where transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

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| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

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cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

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Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

First USA Bank
P.O. Box 94014
Palatine, IL 60094-4014

**RE: Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $5,349.47. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202531

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Associate
Andrea V. Timpa
Viola G. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Discover Platinum
P.O. Box 6011
Dover, DE 19903-6011

COPY

RE: **Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $20,783.26. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home roughly valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10 | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202534

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Dillards
P.O. Box 52079
Phoenix, AZ 85072-2079

COPY

RE: **Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $4,673.92. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: cccl.jr@worldnet.att.net

December 21, 2000

Citibank Advantage
Box 6408
The Lakes, NV 88901-6408

COPY

RE: Account [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $23,987.39. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | $ 52,531.87 |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Citibank Advantage
Box 6000
The Lakes, NV 89163-6000

COPY

**RE: Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $20,719.58. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
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| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

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I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Associate
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Chase Platinum Master Card
P.O. Box 52050
Phoenix, AZ 85072-2050

RE: Account [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $10,196.82. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
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| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
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| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202546

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: cel.jr@worldnet.att.net

December 21, 2000

American Express Optima (Centurion Bank)
Suite 0002
Chicago, IL 60679-0002

COPY

**RE: Account** [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $11,855.57. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000
Page 2

The debts which are proposed to be worked out are as follows:

| | | |
|---|---|---|
| 1. | American Express Centurion Bank | Balance $11,855.57 |
| 2. | Bank of Louisiana Mastercard | Balance $1,724.23 |
| 3. | Chase Platinum Mastercard | Balance $10,196.82 |
| 4. | Citibank Advantage | Balance $23,987.39 |
| 5. | Citibank Advantage | Balance $20,719.58 |
| 6. | Citibank USA | Balance $16,981.47 |
| 7. | Dillards | Balance $4,673.92 |
| 8. | Discover Platinum | Balance $20,783.26 |
| 9. | First USA Bank | Balance $5,349.47 |
| 10. | First USA Bank, N.A. | Balance $6,757.42 |
| 11. | J.C. Penney | Balance $2,763.81 |
| 12. | MBNA America | Balance $27,828.31 |
| 13. | MBNA America | Balance $28,708.98 |
| | **Total** | **$182,330.23** |

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

| | |
|---|---|
| Sale Price: | $266,000.00 |
| Payoff of First Mortgage to Fidelity | $113,279.54 |
| Payoff of Second Mortgage to Bank One | $ 44,998.59 |
| Real Estate Commission (6%/4%) | $ 12,640.00 |
| Closing Costs | $ 1,000.00 |
| Homestead Exemption | $ 25,000.00 |
| Trustee's Commission | $ 16,550.00 |
| **Balance Available for Creditors** | **$ 52,531.87** |

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202549

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

FONTANA & FONTANA, L.L.C.
ATTORNEYS AND COUNSELORS AT LAW
1022 LOYOLA AVENUE
NEW ORLEANS, LOUISIANA 70113

JULES A. FONTANA, JR. (1940-1994)
DARRYL M. FONTANA
JULES A. FONTANA, III

(504) 581-9545
TELECOPIER
(504) 581-4260

January 5, 2001

Gabriel T. Porteous, Jr.
4801 Neyrey Dr.
Metairie, Louisiana 70002

Re: Your Account with: Bank of Louisiana
Account #: [redacted]
Past Due for: 8/7/00
Net Payoff: $1836.41
Gross Balance: $1836.41
Past Due Amount: $253.00

Dear Gabriel Porteous, Jr.:

Bank of Louisiana has requested this letter concerning your account with them which is now delinquent.

If satisfactory payment is not made within 30 days from your receipt of this letter, further collection activity may be taken to collect the debt owed.

This letter shall serve as notice that you are now in default on your loan. If it becomes necessary to file suit against you, further notices may not be issued to you prior to the filing of the suit.

IMPORTANT REQUIRED NOTIFICATION

Unless you, within 30 days after receipt of this notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us. If you notify this office in writing, within 30 days from receiving this notice, that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment [if a judgment has been obtained] and a copy of such verification or judgment [if a judgment has been obtained] will be mailed to you by us with the name and address of the original creditor. This Letter is an attempt to collect a debt, and any information obtained will be used for that purpose. This letter is from a debt collector.

Yours very truly,

Darryl M. Fontana
DMF/lb
cc: Bank of Louisiana,
MAILED CERTIFIED: 6923 8323

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

February 1, 2001

Darryl M. Fontana
Jules A. Fontana, III
Fontana & Fontana, L.L.C.
1022 Loyola Avenue
New Orleans, LA 70113

RE: **BOL Account** [redacted]

Gentlemen:

Pursuant to our recent discussions, I enclose a copy of the workout proposal and exhibits which I previously sent to your client, Bank of Louisiana. Please review my proposal and let me have your response.

This will also confirm your agreement not to file suit or move forward with collection activities until we have discussed your response to my proposal.

Thanking you for your courtesies, I am

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Judge and Mrs. Gabriel T. Porteous, Jr. w/o enclosures

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

February 1, 2001

Edward F. Bukaty, III
Attorney at Law
One Galleria Blvd.
Suite 1810
Metairie, LA 70001-2082

**RE: Citibank USA MasterCard Account** [redacted]

Dear Ed:

Pursuant to our recent discussions, I enclose a copy of the workout proposal and exhibits which I previously sent to your client, Citibank USA Mastercard. Please review my proposal and let me have your response.

This will also confirm your agreement not to file suit or move forward with collection activities until we have discussed your response to my proposal.

Thanking you for your courtesies, I am

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc: Judge and Mrs. Gabriel T. Porteous, Jr. w/o enclosures

#1 Sanctuary Boulevard
Suite 303
Mandeville, Louisiana 70471
Telephone (504) 727-1664
Facsimile (504) 727-4388

DREHER LANGER & TOMKIES L.L.P.

*Attorneys at Law*

RECEIVED
APR 24 2001

April 23, 2001

Claude Lightfoot, Jr.
3500 N. Causeway Blvd.
Ste. 450
Metairie, LA 70002

**Re: Gabriel Porteous**
[redacted]

Dear Mr. Lightfoot:

Please be advised that this office represents Chrysler Financial Company L.L.C. in connection with the above proceeding.

We would appreciate if you would send us a copy of the Chapter 13 Plan Summary in the enclosed self-addressed postage paid envelope.

We also ask that you forward a copy of the declarations page of the insurance policy pertaining to the vehicle which acts as security for the indebtedness due Chrysler. This proof of insurance should show Chrysler as loss payee, and should be received by this office within ten days of receipt of this letter. Should we fail to receive this information, we will have no choice but to file for relief from stay.

Should you have any questions, please do not hesitate to call.

Done

Sincerely,

Aimee Noel
Legal Assistant

an

JC202554

#1 Sanctuary Boulevard
Suite 303
Mandeville, Louisiana 70471
Telephone (504) 727-1664
Facsimile (504) 727-4388

DREHER LANGER & TOMKIES L.L.P.

*Attorneys at Law*

April 23, 2001

RECEIVED
APR 24 2001

Clerk of Court
United States Bankruptcy Court
501 Magazine Street
Suite 601
New Orleans, LA 70130

Re: **Gabriel Porteous**
[redacted]

Dear Sir or Madam:

Please be advised that this Firm has been retained to represent Chrysler Financial Company, L.L.C., a creditor in the above proceeding. The Firm requests that it be added to the mailing matrix and all orders and/or notices given or required to be served in this case be sent to the Firm at the following address:

**Robin R. De Leo**
**Dreher Langer & Tomkies L.L.P.**
**#1 Sanctuary Boulevard**
**Suite 303**
**Mandeville, Louisiana 70471**

Thank you for your assistance in this matter.

Sincerely,

Aimee Noel
Legal Assistant

an

JC202555

FOR YOUR PROTECTION SAVE THIS COPY

OFFICIAL CHECK

352533618 10-58/220

BANK ONE.

BANK ONE, LOUISIANA, NA

Remitter JUDGE G. THOMAS PORTEOUS

MAY 29,2001

$ 3,200.00

CUSTOMER COPY

Pay To The Order Of S. J. BEAULIEU,JR.**********

Drawer: BANK ONE, LOUISIANA, NA

NON NEGOTIABLE

Issued by Integrated Payment Systems Inc., Englewood, Colorado
To Citibank (New York State): Buffalo, N.Y.

2 payments

TERMS

KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

JC202556

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Associates
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

May 31, 2001

Robin DeLeo
Attorney at Law
Dreher, Langer & Tomkies, L.L.P.
1 Sanctuary Blvd.
Suite 303
Mandeville, LA 70471

COPY

ATTN: Terry

RE: **Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"**

Dear Terry:

As we discussed yesterday, I enclose the May installments on the two lease accounts with Chrysler Credit Corporation, Accts. [redacted] and [redacted]. My clients did not receive their normal statements and overlooked payment for that reason. I would appreciate it if you can prevail on Chrysler to waive any late charges, but if that is not possible, then do let me know how much is owed so that I can have the debtors make payment.

You explained that the bankruptcy filing has interrupted the normal practice of monthly statements from Chrysler. Please accept this as my request to recommence those statements. The Chapter 13 Plan provides for acceptance of the leases, and the plan was confirmed this past Tuesday; therefore, we certainly would not consider normal monthly statements for the future to be a violation of the automatic stay.

Robin DeLeo
May 31, 2001
Page 2

Thanking you for your assistance, and awaiting your advices about any late charges due, I am

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosures
cc w/ copy of enclosures: Judge Gabriel T. and Carmella A. Porteous

Acct # [redacted]
JUDGE OR MRS. G. THOMAS PORTEOUS
4601 NEYREY DR. PH. 455-5879
METAIRIE, LA 70002

84-13 53234
654
6902379554

4091

DATE 5-25-01

PAY TO THE ORDER OF Chrysler Financial $ 330.00

Three Hundred Thirty & no cents DOLLARS

BANK ONE.
Bank One, Louisiana, NA
Baton Rouge, LA 70801

Value One℠

MEMO MAY PAYMENT Mrs. G.T. Porteous Jr.

⑈065400137⑆690 2379 55 ⑈ 4091

Acct # [redacted]
JUDGE OR MRS. G. THOMAS PORTEOUS
4601 NEYREY DR. PH. 455-5879
METAIRIE, LA 70002

84-13 53234
654
6902379554

4090

DATE 5-25-01

PAY TO THE ORDER OF Chrysler Financial $ 330.15

Three Hundred Thirty & 15/100 DOLLARS

BANK ONE.
Bank One, Louisiana, NA
Baton Rouge, LA 70801

Value One℠

MEMO MAY PAYMENT Mrs. G.T. Porteous Jr.

⑈065400137⑆690 2379 55 ⑈ 4090

United States District Court
Eastern District of Louisiana
500 Camp Street, C357
New Orleans, Louisiana 70130

Chambers of
A. J. McNamara
Chief Judge

# MEMORANDUM

To: Judge Carolyn King
Chief Judge, Court of Appeals
For the Fifth Circuit

RECEIVED
JUN 05 2001

FROM: Judge A. J. McNamara
Chief Judge, U. S. District Court
Eastern District of Louisiana

DATE: June 4, 2001

RE: U. S. Bankruptcy Court, Ed. Of La. In the Matter of Gabriel T. Porteous, Jr. and Carmella Porteous, No. 01-12363, Chapter 13

As the attached Order of Recusal reflects, all of the bankruptcy judges in the Eastern District of Louisiana have recused themselves in the captioned matter.

Accordingly, it is requested that you appoint a bankruptcy judge outside of the Eastern District of Louisiana to handle this matter. Likewise, if it is necessary for any part of the captioned proceeding to be handled by a district court judge, that judge too should be from outside of the Eastern District of Louisiana.

A. J. McNamara

cc: G. T. & C.A. Porteous

Claude Lightfoot

S. J. Beaulieu, Trustee

United States Trustee

CHAMBERS OF THE HONORABLE CAROLYN DINEEN KING
UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT
UNITED STATES COURTHOUSE
515 RUSK AVENUE, ROOM 11020
HOUSTON, TEXAS 77002-2694

TEL (713) 250-5750 FAX (713) 250-5050

DATE: JUNE 5, 2001

| | |
|---|---|
| TO: WARREN A. CUNTZ, JR.<br>BANKRUPTCY CLERK<br>E.D. LOUISIANA | FAX: (504) 589-2076 |
| FROM: CAROLYN D. KING | FAX: (713) 250-5050 |
| CC: | FAX: |

NOTES: MR. CUNTZ, THIS ORDER WAS MAILED TO YOU YESTERDAY (TO THE WRONG CLERK'S NAME, BUT I TRUST IT WILL GET THERE NONETHELESS). I THOUGHT I SHOULD FAX IT ALSO. IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL BECKY BRIGGS OR STARLA PARKER AT (713) 250-5750.

NUMBER OF PAGES INCLUDING COVER SHEET: 3

# UNITED STATES COURT OF APPEALS
# FOR THE FIFTH CIRCUIT

## MEMORANDUM

**TO:** Mr. Warren A. Cuntz, Jr.
Bankruptcy Clerk, Eastern District of Louisiana

**FROM:** Carolyn King

**DATE:** June 4, 2001

**RE:** Designation of The Honorable William R. Greendyke to the Bankruptcy Court for the Eastern District of Louisiana

---

Attached is an order designating Bankruptcy Judge William R. Greendyke, United States Bankruptcy Judge for the Southern District of Texas, to the Bankruptcy Court for the Eastern District of Louisiana to preside over the case of In the Matter of: Gabriel T. Porteous, Jr. and Carmella A. Porteous; Case No. 01-12363.

cc: Chief Judge Richard S. Schmidt
Chief Judge T. M. Brahney, III
Judge William R. Greendyke
Gregory A. Nussel, Circuit Executive

# JUDICIAL COUNCIL OF THE FIFTH JUDICIAL CIRCUIT

## TEMPORARY ASSIGNMENT OF BANKRUPTCY JUDGE WILLIAM R. GREENDYKE TO THE EASTERN DISTRICT OF LOUISIANA

In accordance with the authority vested in me by resolution of the Fifth Circuit Judicial Council, and with the concurrences of Chief Judge T. M. Brahney, III, Eastern District of Louisiana, and Chief Judge Richard S. Schmidt, Southern District of Texas,

I do hereby assign United States Bankruptcy Judge William R. Greendyke, Southern District of Texas, to the Bankruptcy Court of the Eastern District of Louisiana, for the purpose of presiding over the following case, together with all other bankruptcy matters connected with or arising out of same:

**In the matter of:** **Gabriel T. Porteous, Jr. and Carmella A. Porteous**
**Case No. 01-12363**

This designation is effective immediately and will continue until completion of all matters required in the same.

For the Council:

Carolyn Dineen King

Carolyn Dineen King, Chief Judge
United States Court of Appeals
for the Fifth Circuit

June 4, 2001

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Tinga
Vicki G. Davis

(504) 838-857
Fax: (504) 838-857
E-Mail: ccl.jr@worldnet.att.ne

June 18, 2001

S.J. Beaulieu, Jr.
433 Metairie Road
Suite 515
Metairie, LA 70005

RE: **Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"**

Dear S.J.:

I enclose a copy of the Affidavit in Support of Attorney's Fees which I have filed in the above case.

Very truly yours,

COPY

**Claude C. Lightfoot, Jr.**

CCL/bmf
Enclosure
cc: Gabriel and Carmella Porteous

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-857
Fax: (504) 838-857
E-Mail: ccl.jr@worldnet.att.n

July 27, 2001

By Facsimile Only to 565-3109

Richard Macaluso
Regions Bank

**RE: Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"**

Dear Mr. Macaluso:

This will confirm our conversation today wherein I advised that the account that my clients have with Regions Bank is one of the debts being handled through the Chapter 13 Plan in the above captioned case, which was filed on March 28, 2001. The Chapter 13 Plan was confirmed on July 2, 2001.

I enclose a copy of the Notice of Commencement of Case, which contains important information concerning the automatic stay provisions of 11 U.S.C. § 362. Regions Bank was listed as an unsecured creditor and should have received notice. Please note the claims bar date shown on the Notice of Commencement.

Make sure that the bank discontinues written and oral contact with my clients as such contact is prohibited by the automatic stay.

Thanking you for your assistance, I am

Very truly yours,

JC202565

PHONE CALL
FOR Clients DATE 7/26 TIME 955
M Richard Macaluso
OF Regions Bank
PHONE 584-2178 FAX
MESSAGE
SIGNED
[X] TELEPHONED
[X] RETURNED YOUR (
[ ] PLEASE CALL
[ ] WILL CALL AGAIN
[ ] CAME TO SEE Y(
[ ] WANTS TO SEE Y

CCL/bmf
Enclosure
cc: Gabriel and Carmella Porteous

# United States Bankruptcy Court

EASTERN DISTRICT OF LOUISIANA

Case Number 01-12363

*NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 13 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES*

In Re GABRIEL T PORTEOUS JR
CARMELLA A PORTEOUS

PO BOX 1723
HARVEY LA 70059

aka [redacted] dba

RECEIVED APR 23 2001

| Date Case Filed (or converted to Chapter 13): | Deadline to file a proof of claim: |
|---|---|
| Mar 28, 2001 | Aug 07, 2001 |

COMMENCEMENT OF CASE. An individual's debt adjustment case under chapter 13 of the Bankruptcy Code has been filed in this court by the debtor c debtors named above, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the cour including lists of the debtor's property and debts, are available for inspection at the office of the clerk of the bankruptcy court.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money. Under the Bankruptcy Code, the debtor is grante certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action agains the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wag deductions. Some protection is also given to certain codebtors of consumer debts. If unauthorized actions are taken by a creditor against a debtor, or protected codebtor, the court may punish that creditor. A creditor who is considering taking action against the debtor or the property of the debtor, or an codebtor, should review §§ 362 and 1301 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is ne permitted to give legal advice, nor is the Trustee's staff.

MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the plac set forth below in the box labeled "Date, Time, and Location of Meeting of Creditors" for the purpose of being examined under oath. Attendance by creditors a the meeting is welcome, but not required. At the meeting, the creditors may examine the debtor and transact such other business as may properly come befor the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors. The plar may be amended at the meeting of creditors without further written notice.

PROOF OF CLAIM. Except as otherwise provided by law, in order to share in any payment from the estate, a creditor must file a proof of claim by the date se forth above in the box labeled "Deadline to file a proof of claim". The place to file the proof of claim, either in person or by mail, is the office of the clerk of the bankruptcy court. *Proofs of claim must be filed in duplicate.*

PURPOSE OF A CHAPTER 13 FILING. Chapter 13 of the Bankruptcy Court is designed to enable a debtor to pay debts in full or in part over a period of time pursuant to a plan. A plan is not effective unless approved by the bankruptcy court at a confirmation hearing. Creditors will be given notice in the event the case is dismissed or converted to another chapter of the Bankruptcy Code.

DATE, TIME AND LOCATION OF MEETING OF CREDITORS
May 09, 2001 at 9:30 AM
400 Poydras Street, Room 2112, New Orleans, Louisiana

DATE, TIME AND LOCATION OF HEARING ON CONFIRMATION OF PLAN
May 29, 2001 at 10:00 AM
United States Bankruptcy Court, 501 Magazine Street, Room 709, New Orleans, Louisiana

SUMMARY OF PLAN AS FILED BY THE DEBTOR

The debtor proposes payments to the trustee of $ 873.00 MONTHLY for approximately 36 month

Unsecured non-priority claims are to be paid at 14.63 %.

| Address of Clerk of the Bankruptcy Court | Name and Address of Trustee |
|---|---|
| UNITED STATES BANKRUPTCY COURT<br>501 MAGAZINE STREET ROOM 601<br>NEW ORLEANS LA 70130 | S J BEAULIEU JR<br>433 METAIRIE ROAD SUITE 515<br>METAIRIE LA 70005<br>Telephone Number (504) 831-1313 |
| To:<br>CLAUDE C LIGHTFOOT JR<br>STE 450<br>3500 N CAUSEWAY BLVD<br>METAIRIE LA 70002 | Name and Address of Attorney for Debtor<br>CLAUDE C LIGHTFOOT JR<br>STE 450<br>3500 N CAUSEWAY BLVD<br>METAIRIE LA 70002<br>Telephone Number (504) 838-8571 |

ATTORNEY COPY

JC202566

P. 01

TRANSACTION REPORT

JUL-27-01 FRI 03:35 PM

| DATE | START | RECEIVER | TX TIME | PAGES | TYPE | NOTE | M# | D |
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| JUL-27 | 03:33 PM | 5653109 | 1'50" | 2 | SEND | OK | 910 | |

TOTAL : 1M 50S PAGES: 2

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-857
Fax: (504) 838-857
E-Mail: ccl.jr@worldnet.att.n

July 27, 2001

By Facsimile Only to 565-3109

Richard Macaluso
Regions Bank

RE: Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"

Dear Mr. Macaluso:

This will confirm our conversation today wherein I advised that the account that my clients have with Regions Bank is one of the debts being handled through the Chapter 13 Plan in the above captioned case, which was filed on March 28, 2001. The Chapter 13 Plan was confirmed on July 2, 2001.

I enclose a copy of the Notice of Commencement of Case [illegible]

NEWMAN, MATHIS, BRADY, WAKEFIELD & SPEDALE
A Professional Law Corporation
212 Veterans Blvd.
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Ronald H. Newman (1937-1979)
Robert A. Mathis
John D. Brady
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Mark C. Landry
Clay J. LeGros
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New Orleans Office
3723 Canal Street
New Orleans, LA 70119
(504) 581-2552

Baton Rouge Office
3301 North Boulevard
Baton Rouge, LA 70806-3700
(225) 343-3456

August 6, 2001

Claude C. Lightfoot, Jr.
Suite 450
3500 N. Causeway Blvd.
Metairie, LA 70002

RECEIVED
AUG 07 2001

RE: Gabriel and Carmella Porteous
USBC, EDLA #01-12363

Dear Claude:

Enclosed please find a proof of claim which I am filing on behalf of Regions Bank in the above referenced matter. If you have any questions, please do not hesitate to contact me.

With best regards, I am

Very truly yours,

NEWMAN, MATHIS, BRADY,
WAKEFIELD & SPEDALE

Gerard O. Salassi IV

GOS/ds
Enclosure

cc: S. J. Beaulieu, Jr., Trustee
Mr. Rick McCormick

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 515
Metairie, Louisiana 70005
(504) 831-1313

December 20, 2002

Mr. Claude C. Lightfoot, Jr.
3500 N. Causeway Boulevard Suite 450
Metairie, LA 70002

RE: Gabriel T. Porteous, Jr.
Carmella A. Porteous
Bankruptcy Case No. 01-12363

Dear Claude:

I have no objection to the above captioned debtors' request to refinance their home, at the terms listed in the attached Disclosure Statement.

If you have any questions, please call me at 831-1313.

Sincerely,

S. J. Beaulieu, Jr.
Chapter 13 Trustee

JC202569

DEC-19-02 THU 05:22 PM LAW OFFICE C LIGHTFOOT FAX NO. 5048388572 P. 03
12/10/02 TUE 18:26 FAX 50/ 9 2444 GTP

BORROWER'S COPY

# DISCLOSURE STATEMENT

Borrower: GABRIEL T. PORTEOUS, JR.
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DRIVE
METAIRIE, LA 70002

Lender: Bank One, N.A. with Columbus, Ohio as its main office
New Orleans Private Client Services LPO
201 St. Charles
29th Floor
New Orleans, LA 70170

| ANNUAL PERCENTAGE RATE<br>The cost of my credit as a yearly rate. | FINANCE CHARGE<br>The dollar amount the credit will cost me. | Amount Financed<br>The amount of credit provided to me or on my behalf. | Total of Payments<br>The amount I will have paid after I have made all payments as scheduled. |
|---|---|---|---|
| 8.498% | $14,071.73 | $40,053.30 | $54,125.03 |

PAYMENT SCHEDULE. Borrower's payment schedule will be 59 monthly payments of $497.74 each, beginning January 15, 2003; and one payment of $24,768.37 on December 15, 2007.

PROPERTY INSURANCE. I may purchase required property insurance from anyone I want who is authorized to do business in the state of Louisiana.

SECURITY. I am giving a security interest in my home.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of regularly scheduled payments under this Note or $15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

PREPAYMENT. If I pay off my loan early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on December 5, 2002, prior to signing the Note.

BORROWER:

X _____
GABRIEL T. PORTEOUS, JR., Individually

## Amount Financed Itemization

| | | |
|---|---|---|
| Amount paid to Borrower directly:<br>$40,053.30 Lender's Check # 682-00034-00002-03579 | | $40,053.30 |
| Note Principal: | | $40,053.30 |
| Prepaid Finance Charges: | | $0.00 |
| In Cash: | $0.00 | |
| Amount Financed: | | $40,053.30 |

BORROWER'S COPY

JC202570

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 51
Metairie, Louisiana 7000
(504) 831-131

January 2, 2003

Mr. Claude C. Lightfoot, Jr.
Suite 450
3500 N. Causew3ay Blcd.
Metairie, LA 70002

In Re: Gabriel & Camella Porteous
Case No. 01-12363

Claude

Dear Mr. Lightfoot,

As per your request, I have reviewed the new car lease agreements in the above captioned case. It appears that the creditors would not be adversely affected by the new leases. Therefore, I have no objection to the debtors entering into the new leases.

If you have any questions please call me.

Sincerely,

S.J. Beaulieu, Jr.
Chapter 13 Trustee

SBJ/dbe

1-5165 (1/02) LA

# ...TOR VEHICLE LEASE ...REEMENT

DEAL# 30144

| DATE LEASE TERM BEGINS | DATE LEASE TERM ENDS |
|---|---|
| 12/31/2002 | 03/31/2006 |

| ...SOR (DEALER) NAME AND ADDRESS | LESSEE (AND CO-LESSEE) NAME AND ADDRESS |
|---|---|
| ...MARQUE JEEP-CHRY-PLYM, LLC<br>...26 CANAL ST<br>...W ORLEANS, LA 70119<br>...ELANS | GABRIEL T PORTEOUS JR<br>CARMELLA G PORTEOUS<br>4801 NEYREY DR<br>METAIRIE, JEFFERSON, LA 70002 |

...see and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "us" ...r") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and assi... ...ssignee", "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

| | | | | | |
|---|---|---|---|---|---|
| 03 | JEEP | GRAND CHEROKEE | [illegible] | [illegible] | [illegible] |

**AGREEMENT** DEAL# 30143

| DATE LEASE TERM BEGINS | DATE LEASE TERM END |
|---|---|
| 12/31/2002 | 03/31/2006 |

| LESSOR (DEALER) NAME AND ADDRESS | LESSEE (AND CO-LESSEE) AND ADDRESS |
|---|---|
| LAMARQUE JEEP-CHRY-PLYM, LLC<br>2226 CANAL ST<br>NEW ORLEANS, LA 70119<br>RELANS | GABRIEL T PORTEOUS JR<br>CARMELLA G PORTEOUS<br>4801 NEYREY DR<br>METAIRIE, JEFFERSON, LA 70002 |

Lessee and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "us" "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and as ("Assignee", "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

**PRIMARY USE OF VEHICLE**

You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes. ☐

**STATEMENT OF FEDERAL TAX OBLIGATIONS**

You declare Your federal tax status is: ☐ exempt, or XX ☐ non-exemp

**DESCRIPTION OF THE VEHICLE BEING LEASED (THE "VEHICLE")**

| YEAR | MAKE | MODEL | VEHICLE IDENTIFICATION NUMBER | | MILEAGE AT DELIVERY |
|---|---|---|---|---|---|
| 2003 | JEEP | GRAND CHEROKEE | 1J4GX48S73C614158 | XX ☐ NEW<br>☐ USED | 11 |

S. J. Beaulieu, Jr.
CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 51
Metairie, Louisiana 7000
(504) 831-131

August 4, 2003

Claude C. Lightfoot Jr.
Suite 4500
3500 North Causeway Boulevard
Metairie LA 70002

In Re: Gabriel T. Porteous, Jr.
Case No. 01-12363

Dear Claude,

Enclosed is a copy of the letter I received from William E. Heitkamp, the Chapter 13 Trustee in Houston. Basically he indicates that they use the same procedure that we do.

If you have any questions, please call.

Sincerely,

S.J. Beaulieu Jr.

S.J. Beaulieu Jr.
Chapter 13 Trustee

cc: Gabriel T. Porteous, Jr.

RECEIVED
AUG 07 2003
BY:

JC202574

**William E. Heitkamp**
**Chapter 13 Trustee**
**U.S. Bankruptcy Court**
**Southern District of Texas**
**9821 Katy Freeway, Suite 590**
**Houston, Texas 77024**
**713-722-1200**
**FAX 713-722-1211**

July 28, 2003

S. J. Beaulieu
Chapter 13 Trustee
433 Metairie Road, Suite 307
Metairie, LA 70005

In Re: Chapter 13 Case No. 01-12363; Gabriel T. Porteous, Jr.

Dear Mr. Beaulieu:

This is a response to your inquiry concerning completion of Chapter 13 plans. In cases that I administer for Judge Greendyke, he has consistently ruled that unless the plan pays all creditors in full, the debtor must commit all of his or her net disposable income for a minimum of 36 months. The Judge views the stated percentage in a Chapter 13 plan as an estimate of the dividend to unsecured creditors, assuming that all claims are filed, and that the estimated claims are consistent with the filed proof of claim amounts. If certain creditors do not file claims, or if their claims are filed for amounts less than what was projected at the time of confirmation, then the percentage paid to the creditors may actually be greater than that which was stated in the plan. I would fully expect the Judge to follow this interpretation of 11 U.S.C. Sec. 1325(b) in the case you have pending before him.

If you need further clarification, please feel free to contact me.

Sincerely,

William E. Heitkamp

(Official Form 1) (9/97)

FORM B1

**United States Bankruptcy Court**
**District of _____**

**Voluntary Petition**

| | |
|---|---|
| Name of Debtor (if individual, enter Last, First, Middle): | Name of Joint Debtor (Spouse) (Last, First, Middle): |
| All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names): | All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names): |
| Soc. Sec./Tax I.D. No. (if more than one, state all): | Soc. Sec./Tax I.D. No. (if more than one, state all): |
| Street Address of Debtor (No. & Street, City, State & Zip Code): | Street Address of Joint Debtor (No. & Street, City, State & Zip Code): |
| County of Residence or of the Principal Place of Business: | County of Residence or of the Principal Place of Business: |
| Mailing Address of Debtor (if different from street address): | Mailing Address of Joint Debtor (if different from street address): |
| Location of Principal Assets of Business Debtor (if different from street address above): | |

## Information Regarding the Debtor (Check the Applicable Boxes)

**Venue** (Check any applicable box)

☐ Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.

☐ There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

**Type of Debtor** (Check all boxes that apply)

☐ Individual(s) ☐ Railroad
☐ Corporation ☐ Stockbroker
☐ Partnership ☐ Commodity Broker
☐ Other _____

**Chapter or Section of Bankruptcy Code Under Which the Petition is Filed** (Check one box)

☐ Chapter 7 ☐ Chapter 11 ☐ Chapter 13
☐ Chapter 9 ☐ Chapter 12
☐ Sec. 304 - Case ancillary to foreign proceeding

**Nature of Debts** (Check one box)

☐ Consumer/Non-Business ☐ Business

**Chapter 11 Small Business** (Check all boxes that apply)

☐ Debtor is a small business as defined in 11 U.S.C. § 101
☐ Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

**Filing Fee** (Check one box)

☐ Full Filing Fee attached
☐ Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.

**Statistical/Administrative Information** (Estimates only)

☐ Debtor estimates that funds will be available for distribution to unsecured creditors.

☐ Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

THIS SPACE IS FOR COURT USE ONLY

| Estimated Number of Creditors | 1-15 | 16-49 | 50-99 | 100-199 | 200-999 | 1000-over |
|---|---|---|---|---|---|---|
| | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

| Estimated Assets | $0 to $50,000 | $50,001 to $100,000 | $100,001 to $500,000 | $500,001 to $1 million | $1,000,001 to $10 million | $10,000,001 to $50 million | $50,000,001 to $100 million | More than $100 million |
|---|---|---|---|---|---|---|---|---|
| | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ |

| Estimated Debts | $0 to $50,000 | $50,001 to $100,000 | $100,001 to $500,000 | $500,001 to $1 million | $1,000,001 to $10 million | $10,000,001 to $50 million | $50,000,001 to $100 million | More than $100 million |
|---|---|---|---|---|---|---|---|---|
| | ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | | |

HP Exhibit 344

| **Voluntary Petition** *(This page must be completed and filed in every case)* | Name of Debtor(s): | |
|---|---|---|
| **Prior Bankruptcy Case Filed Within Last 6 Years** (If more than one, attach additional sheet) | | |
| Location Where Filed: | Case Number: | Date Filed: |
| **Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor** (If more than one, attach additional sheet) | | |
| Name of Debtor: | Case Number: | Date Filed: |
| District: | Relationship: | Judge: |

## Signatures

**Signature(s) of Debtor(s) (Individual/Joint)**

I declare under penalty of perjury that the information provided in this petition is true and correct.
[If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7.
I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Debtor

X _____
Signature of Joint Debtor

_____
Telephone Number (If not represented by attorney)

_____
Date

**Signature of Debtor (Corporation/Partnership)**

I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

X _____
Signature of Authorized Individual

_____
Printed Name of Authorized Individual

_____
Title of Authorized Individual

_____
Date

**Signature of Attorney**

X _____
Signature of Attorney for Debtor(s)

_____
Printed Name of Attorney for Debtor(s)

_____
Firm Name

_____
Address

_____

_____
Telephone Number

_____
Date

**Exhibit A**

(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)

☐ Exhibit A is attached and made a part of this petition.

**Exhibit B**

(To be completed if debtor is an individual whose debts are primarily consumer debts)

I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.

X _____
Signature of Attorney for Debtor(s) Date

**Signature of Non-Attorney Petition Preparer**

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

_____
Printed Name of Bankruptcy Petition Preparer

_____
Social Security Number

_____
Address

_____

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.

X _____
Signature of Bankruptcy Petition Preparer

_____
Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.

# INSTRUCTIONS FOR COMPLETING OFFICIAL FORM 1, VOLUNTARY PETITION

## I. INTRODUCTION

This form, known as a "voluntary petition," must be used by a debtor to begin a bankruptcy case. Filing this petition is how an individual or other entity "declares bankruptcy." Filing the petition also generally operates to stop action by creditors to collect their debts, a feature of the bankruptcy process described more fully below.

The voluntary petition also provides the bankruptcy court with the basic information needed to begin the case. Although some of the information asked for in Official Form 1 will be repeated in greater detail in the schedules and statements that also must be filed, the court needs certain data immediately to make a rough estimate of the resources needed to handle the case, to monitor multiple and repeat filings, to assign cases to judges, and to provide certain statistical information that the court is required by law to compile.

## II. APPLICABLE LAW AND RULES

Filing a voluntary petition with a bankruptcy court under a chapter of the Bankruptcy Code (chapter 7, 9, 11, 12, or 13) starts a bankruptcy case under that chapter. 11 U.S.C. §§ 301, 302. It also constitutes an "order for relief." 11 U.S.C. §§ 301, 302. Similarly, a joint case is started by the filing of a single petition by an individual and that individual's spouse. 11 U.S.C. § 302.

Section 109 of the Bankruptcy Code sets forth the debtor's eligibility requirements for filing under chapters 7, 9, 11, 12, and 13. In addition, a chapter 11 debtor that qualifies under section 101 may elect to be treated as a "small business." Specific requirements regarding a debtor's eligibility to file under the various chapters are discussed below under "Chapter or Section of Bankruptcy Code Under Which the Petition is Filed."

Rule 1002 of the Federal Rules of Bankruptcy Procedure (referred to as "Bankruptcy Rule" or "Fed. R. Bankr. P.") requires a petition to be filed with the clerk of court. The case should be filed in an appropriate bankruptcy court location (venue), based on the criteria established in 28 U.S.C. § 1408, discussed below under "Venue."

The filing of a bankruptcy case requires, in addition the petition, the filing of schedules listing the debtor's property and debts, a statement of financial affairs, and several other documents. These include mailing list or "matrix" containing the names and addresses of the creditors and others that should receive notices from the court in the case. 11 U.S.C. § 521; Fed. R. Bankr. P. 1007; local rules of each court. Each bankruptcy court has its own requirements concerning the format of the mailing list, and anyone planning to file a bankruptcy case should contact the clerk's office ahead of time to obtain information about the specific requirements of

the court in which the case will be filed. (See instructions under "United States Bankruptcy Court," below). If the schedules and other documents are not prepared and ready to be filed at the same time the petition is filed, Bankruptcy Rule 1007(c) allows 15 days for completing and filing them. The mailing list, however, must accompany the petition. Fed. R. Bankr. P. 1007(c). Moreover, in a case under chapter 9, 11, 12, or 13 of the Code, a plan for repaying creditors must be filed according to the time limits and criteria set forth in 11 U.S.C. §§ 941, 1121, 1221, 1321, and Bankruptcy Rules 3015, 3016.

By signing, filing, or submitting a petition, schedule, statement, or other paper with the court, the debtor and the debtor's attorney (if any) are certifying — to the best of each person's knowledge, information and belief, formed after an inquiry reasonable under the circumstances — that the petition, schedule, statement, or other paper meets the evidentiary and legal standards set out in Bankruptcy Rule 9011(b). Under the rule, each person also certifies that the petition, schedule, statement, or other paper is not being presented to the court for any improper purpose such as causing unnecessary delay or to harass. After notice and an opportunity to respond, the court may sanction violations of the rule. Fed. R. Bankr. P. 9011(c).

Before a bankruptcy case is commenced by an individual whose debts are primarily consumer debts, the clerk must give written notice to the individual that indicates each chapter of the Bankruptcy Code under which the individual may proceed. 11 U.S.C. § 342(b). The debtor may receive the notice by reading and signing a copy of procedural form 201, which is included in Part II of this Manual. (Consumer debts are debts incurred by individuals primarily for personal, family, or household purposes. 11 U.S.C. § 101(8).)

The signature block on Official Form 1 for individual chapter 7 consumer debtors includes a declaration that the debtor is aware of the debtor's right to proceed under chapters 7, 11, 12, and 13 and the relief available under each chapter. Exhibit B, which is to be completed by the attorney for individual consumer debtors, includes the attorney's declaration that the attorney has advised the debtor that the debtor may proceed under chapter 7, 11, 12, or 13 and has explained the relief available under each chapter. The declarations were added to Official Form 1 by section 322 of the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. 98-353.

In addition to the petition, lists, schedules, and statements, Bankruptcy Rule 1006(a) requires every petition to be accompanied by the filing fee required by law. See 28 U.S.C. § 1930(a). In certain cases, however, an individual debtor may file an application to pay the filing fee in installments. Fed. R. Bankr. P. 1006(b). Other miscellaneous fees have been prescribed in the Bankruptcy Court Miscellaneous Fee Schedule issued in accordance with 28 U.S.C. § 1930(b). (See "Filing Fee" below).

The filing of a petition "operates as a stay, applicable to all entities." 11 U.S.C. § 362(a). This stay takes effect automatically, immediately upon the filing of a petition. The automatic stay essentially places a freeze on the collection of debts incurred before the filing of the petition. Creditors must cease all existing collection activities and are forbidden to initiate new ones. Section 362 provides a list of specific actions from which the debtor and the debtor's property are protected under the stay, as well as various exceptions to the stay.

It is important to remember that the filing of a bankruptcy case is a public transaction. The information on file with the court will remain open to review by any entity, including any person, estate, trust, governmental unit, and the United States trustee. 11 U.S.C. §§ 101, 107. In many bankruptcy courts, papers filed in cases may be viewed on the court's Internet website in addition to being available for review in the clerk's office.

A debtor has a right to amend a voluntary petition as a matter of course at any time before the case is closed. Fed. R. Bankr. P. 1009(a). Bankruptcy Rule 1009(a) requires the debtor to give notice of any amendment to the trustee and to any entity affected by the amendment.

## III. DIRECTIONS

**United States Bankruptcy Court**

Debtors must identify the judicial district in which they intend to file the petition, for example, "Eastern District of California." To find the correct name of the district, debtors may refer to the local telephone directory, which should have a listing in the blue pages for "United States Government." Debtors should look under category "C" for courts and locate the listing for "District Court for the . . . " The bankruptcy court will be listed under the district court. Some telephone directories may list courts for more than one federal judicial district. If a debtor is in doubt about the name of the district, the debtor should check with the bankruptcy court clerk's office before proceeding.

**Names/Identification Numbers**

Bankruptcy Rule 1005 requires a debtor filing a voluntary petition to "include the name, social security number and employer's tax identification number of the debtor and all other names used by the debtor within six years before filing the petition." For example, all names used by the debtor, including trade names, names used in doing business, former married name(s), and maiden name (if used within six years before filing the petition) should be furnished in the space provided. If there is not sufficient room for all such names on the form itself, the list should be continued on an additional sheet attached to the petition. The debtor's name also should be inserted at the top of the second page of Official Form 1.

Separate spaces are provided for the name, address, and other information on joint debtors filing bankruptcy together in a single (joint) case. Only a husband and wife may file a joint bankruptcy case. 11 U.S.C. § 302. If the bankruptcy case is filed by one person, a corporation, or a partnership, the "joint debtor" spaces on the petition should be left blank.

Complete information assists the creditors to (1) identify the debtor when they receive notices and orders, (2) comply with the automatic stay, (3) file a proof of claim, and (4) exercise other rights give to them by the Bankruptcy Code. It is important to ensure that all creditors know about the bankruptcy proceeding and are allowed to exercise their rights in the case. Debts owed to creditors who are not given proper notice of the bankruptcy may not be "discharged" or "forgiven," and the debtor may continue to be liable for their payment despite having completed the bankruptcy case. Therefore, it is essential to provide all means of identification of both the debtor and any joint debtor.

**Addresses/Location of Principal Assets**

The form requires both a street address and any separate mailing address, as well as any separate addresses used by a joint debtor. Thus, the debtor(s) must include the complete street address and mailing address, if different, in the appropriate boxes. Married debtors living together can write "same" in the joint debtor address box. If an individual, the debtor must state the county of residence in the boxes provided. If the debtor is a business, the debtor should state the county where the principal place of business is located. A business debtor should designate the location of the principal assets of the debtor, if different from the street address.

**Venue**

An individual generally should file a bankruptcy case in the federal judicial district in which the individual resides or maintains a domicile. In a business case, the debtor should file in the district in which the debtor maintains a domicile, a residence, a principal place of business, or in which the debtor's principal assets are located. If the debtor has not maintained a domicile, residence, principal place of business in the United States, or principal assets in the United States, in the district for the entire 180 days before filing the bankruptcy case, the debtor should file in the district in which its domicile, residence, principal place of business, or principal assets were located for the longest portion of the 180 days. 28 U.S.C. § 1408. This provision applies also to a corporation, partnership, or other entity. For this purpose, a corporation has a domicile in its state of incorporation. A corporation, partnership, or other entity also can file in any district in which its "affiliate," as defined in section 101 of the Bankruptcy Code, general partner, or partnership has a bankruptcy case pending. Debtors should check the appropriate box, to indicate the basis for the choice of venue.

**Type of Debtor**

A debtor can be an individual or individuals, a corporation, a partnership, a railroad, a stockbroker, or a commodity broker. (Bankruptcy Rule 1004 requires that all general partners consent to the petition; if they do not, the case must be filed as "involuntary," using Official Form 5.) If a debtor does not fit into any of these categories, a box labeled "other" is provided.

**Nature of Debts**

A consumer debt is defined in section 101 of the Bankruptcy Code as a debt incurred by an individual primarily for a personal, family, or household purpose. If the debtor is a corporation or partnership, the debtor should check the box marked "Business." Even in a case filed by an individual or married couple, if debt related to operation of a business predominates, the debtor should check the box marked "Business."

**Small Business**

A chapter 11 debtor that qualifies as a "small business" under section 101 of the Bankruptcy Code may elect special expedited treatment under chapter 11. If a debtor is a small business as defined in section 101 of the Bankruptcy Code, the court may order that a creditors' committee not be appointed, even if the debtor has not elected to be treated as a small business. The court may conditionally approve a disclosure statement and combine the final hearing on the disclosure statement with the confirmation hearing. A separate disclosure statement hearing is not mandatory. 11 U.S.C. §§ 1102(a)(3), 1125(f). In addition, the debtor has a shortened period of time (100 days from the date of the filing of the petition) within which only the debtor may file a plan. 11 U.S.C. § 1121(e). Accordingly, the form requires a small business debtor, filing under chapter 11, to identify itself by checking the appropriate box. Actual election to be treated as a small business is <u>not</u> required at the time the petition is filed, but the petition offers a small business chapter 11 debtor an opportunity to make the election at the commencement of the case by checking the appropriate, optional box.

**Chapter or Section of Bankruptcy Code Under Which the Petition is Filed**

Only a "person" (defined by section 101 of the Bankruptcy Code, to include an individual, partnership, and corporation) that resides or has a domicile, a place of business, or property in the United States, or a municipality, may be a debtor. 11 U.S.C. § 109(a). Section 109 of the Bankruptcy Code also states the eligibility requirements for filing under various chapters. Once a case is filed under a certain chapter, various rights and duties arise for both the debtor and creditors. Although the case can be converted to another chapter later in the proceeding, it is important to file under the chapter that best suits the debtor's needs, and under which the debtor is legally able to file. The following is a brief summary of the requirements of each chapter:

I. **Chapter 7:** A "person" (defined by section 101 of the Bankruptcy Code to include an individual, partnership, and corporation, but not a governmental unit) may be a debtor under chapter 7 only if that person is not a (1) railroad or (2) an insurance company, bank, small business investment company, or credit union, as specified in section 109(b) of the Bankruptcy Code. 11 U.S.C. § 109(b). Stockbrokers and commodity brokers can only file under this chapter, which contains special provisions governing their cases.

II. **Chapter 9:** Only a municipality or municipal corporation authorized by state law to file bankruptcy may be a debtor under chapter 9. 11 U.S.C. § 109(c).

III. **Chapter 11:** Only a person that may be a debtor under chapter 7 (except a stockbroker or a commodity broker) and a railroad may be a debtor under chapter 11. 11 U.S.C. § 109(d).

IV. **Chapter 12:** Only a "family farmer," as defined in section 101 of the Bankruptcy Code, with regular annual income may be a debtor under chapter 12. 11 U.S.C. § 109(f).

V. **Chapter 13:** Relief under chapter 13 is limited to an individual, or individual and spouse, with regular income, who owes (on the date of the filing of the petition) less than $269,250 in unsecured debts (i.e., those for which a creditor does not have a lien or, if the property on which a creditor has a lien is not worth enough to pay the creditor in full, that portion of the debt which exceeds the value of any pledged property, or "collateral") and less than $807,750 in secured debts (i.e., those for which a creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have a lien on the property). If the debt(s) or account(s) owed is contingent or unliquidated, chapter 13 may be available even to a debtor whose creditors assert that the debtor owes amounts higher than the limits set forth above. 11 U.S.C. § 109(e). (A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosigner on another person's loan, and that person fails to pay. A claim is unliquidated when the amount owed has not been determined.)

VI. **Sec. 304--Case Ancillary to Foreign Proceeding:** A case ancillary to a foreign proceeding that meets the criteria of 11 U.S.C. § 304 may be commenced by the filing of a petition with the bankruptcy court by a foreign representative.

Debtors should check the box that indicates the chapter or section of the Code under which the petition is filed.

**Filing Fee**

Every case requires the payment of a filing fee. Filing fees for all chapters of the Bankruptcy Code are prescribed in section 1930(a) of title 28, United States Code (28 U.S.C. § 1930(a)). As of January 1, 2000, the filing fee for a chapter 7 or chapter 13 case is $155, a chapter 9 case is $300, a chapter 11 case is $800, and a chapter 12 case is $200.

A person filing a bankruptcy case also must pay a $30 administrative fee in addition to the filing fee prescribed under 28 U.S.C. § 1930(a). Chapter 7 debtors must also pay a $15 trustee surcharge. These miscellaneous fees ($30 administrative fee and $15 trustee surcharge) are part of the Bankruptcy Court Miscellaneous Fee Schedule prescribed in accordance with 28 U.S.C. § 1930(b). Thus, the fees required to file a chapter 7 case total $200, whereas the fees to file a chapter 13 case total $185.

Bankruptcy Rule 1006 requires that an individual debtor either: 1) pay the fee with the filing of the petition or 2) file a completed application to pay the fee in installments. The court will consider and may approve a debtor's application to pay in installments. The rule limits the number of installments to four, and the final installment must be paid not later than 120 days after filing the petition. The court can extend the time of any installment, but the debtor must file a motion explaining the reason an extension is needed. In any case, the last installment must be paid not later than 180 days after filing the petition. The miscellaneous fees mentioned above may also be paid in installments.

To pay the fees in installments, Official Form 3 must be completed and filed with the petition. If the debtor will pay the fees in installments, the filing fee must be paid in full before the debtor or chapter 13 trustee may pay an attorney or any other person who renders services to the debtor in connection with the case. Fed. R. Bankr. P. 1006.

Check the appropriate box on Official Form 1 to indicate whether the fee is being paid or an application to pay in installments is being filed.

**Statistical/Administrative Information**

The debtor is requested to predict whether funds will be available for distribution to unsecured creditors by checking one of the two boxes provided. On the basis of the information provided by the debtor, the clerk may notify creditors in a chapter 7 case that it appears there are no assets from which they may be paid and it is unnecessary for them to file claims at that time.

The debtor is asked to indicate in the boxes provided the **estimated** number of creditors, amount of assets, and amount of liabilities. This information is used by the clerk to complete statistical reports that are required by law, see 28 U.S.C. § 604, and to advise the court of what to expect from the case in terms of size and time.

**Prior Bankruptcy Case Filed Within Last 6 Years**

Under section 727(a)(8) of the Bankruptcy Code, a debtor is not entitled to a chapter 7 discharge if the debtor has been granted a discharge in a chapter 7 or chapter 11 case begun within six years before the date of the filing of the petition. A chapter 7 discharge order eliminates a debtor's legal obligation to pay any debts (with some exceptions) that existed on the date the bankruptcy case was filed. Under section 727(a)(9) of the Code a debtor is not entitled to a chapter 7 discharge if the debtor received a discharge in a chapter 12 or 13 case commenced within six years before the date of the filing of the petition, unless (1) the plan payments totaled 100% of the allowed unsecured claims, or (2) the plan payments totaled 70% of such claims and the debtor proposed the plan in good faith and it was the debtor's best effort. Section 109(g) of the Bankruptcy Code restricts repeat filings at intervals shorter than 180 days under certain circumstances even if no discharge was granted.

Disclosure of earlier bankruptcy filings puts the court and any trustee on notice that an investigation may be needed. It is intended to alert the trustee to cases in which an objection to discharge pursuant to section 727(a)(8) or (a)(9) or a motion to dismiss under section 109(g) may be appropriate. The debtor may be called upon to explain the circumstances of having filed multiple cases. These may not prevent a discharge in the new case, but the court will need to make a determination based on the actual facts in each case.

The debtor is asked to state the location in which the prior bankruptcy case was filed, for example, "District of Maryland," in the space provided. The case number of the prior case and the date the petition was filed should be placed in the appropriate spaces. Debtors should be sure to list all prior bankruptcy cases and attach additional sheets, if necessary.

**Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor**

The information about pending, related bankruptcy cases signals the clerk to assign the case to the judge to whom any related case has been assigned. Debtors are requested to place the name of any spouse, partner, or affiliate that has a pending case (one that has not been closed) under the heading "Name of Debtor." The debtor should include the case number, date the petition was filed, relationship, district where case is pending, and the judge assigned to the case in the spaces provided. Additional sheets may be attached if there is more than one pending case.

**Signatures**

The section states that the debtor requests relief in accordance with the chapter of title 11 (the Bankruptcy Code) specified on the first page of the petition. Signing also indicates to the court that the debtor, in fact, is requesting relief under the Bankruptcy Code. Signing and filing combine to make the petition operative, that is, to make the petition a legally effective document.

Bankruptcy Rule 1008 requires all petitions to be verified or contain an unsworn declaration as provided in 28 U.S.C. § 1746. The unsworn declaration on page two of the petition conforms with section 1746, which permits the declaration to be made in the language provided with the same force and effect as a sworn statement. In other words, by signing the petition, the debtor(s) is (are) declaring, under penalty of perjury, that the information in the petition is true and correct.

The debtor(s) must sign the petition in the appropriate signature block on page 2, either the "Individual/Joint" section or the "Corporation/Partnership" section. The choice of signature block should be consistent with the debtor's response to "Type of Debtor" box on page 1. Unsigned papers shall be stricken unless the omission of the signature is corrected promptly after being called to the attention of the attorney or party. Fed. R. Bankr. P. 9011(a).

An individual debtor must sign on the top line of the "Individual/Joint" section and place the date on the bottom line. A married couple filing a joint case must sign and date the petition as "debtor" and "joint debtor." If the debtor is not represented by an attorney, the debtor should include the debtor's telephone number so court personnel, the trustee, other parties in the case, and attorneys representing other parties can contact the debtor concerning matters in the case. Although the debtor's telephone number should be stated in the petition if the debtor is not represented by an attorney, the telephone number is not included in the notice of the bankruptcy filing that is sent to all creditors.

The signature section for individual and joint chapter 7 consumer debtors includes a declaration that the debtors are aware of their right to proceed under chapters 7, 11, 12, and 13 of the Code and of the relief available under each chapter. Procedural form B 201, which is included in Part II of this Manual, summarizes the relief available under each chapter. Consumer debts are debts incurred by individuals primarily for personal, family, or household purposes. 11 U.S.C. § 101(8).

There is a separate signature block for debtors that are corporations or partnerships. Individual and joint debtors should leave this section blank. The individual authorized by the debtor entity (the corporation or partnership) to file the petition should sign the petition and include the individual's title and the date on the lines provided. By signing the petition, the authorized individual is representing that the information in the petition is true and correct, and that the individual has been authorized to file the petition on behalf of the debtor. A corporation that files a bankruptcy case must be represented by an attorney. Certain corporate debtors filing chapter 11 petitions must also complete Exhibit A discussed below.

**Signature of Attorney**

If an attorney is representing the debtor in the bankruptcy case, the attorney must sign and date the petition and set out the attorney's name, address, and telephone number in the spaces provided. If a law firm is representing the debtor, the attorney in the firm who is handling the case should sign and date the petition and set out the attorney's name as well as the law firm's name, address, and telephone number. Fed. R. Bankr. P. 9011(a). Debtors who are not represented by an attorney should leave this section blank.

**Exhibit A**

The debtor is required to complete and file Exhibit A only if the debtor is a corporation requesting relief under chapter 11 and if the debtor is required to file periodic reports with the Securities and Exchange Commission pursuant to section 13 or 15 of the Securities Exchange Act of 1934. If required, the debtor should check the box on page 2 and complete Exhibit A. The completed form supplies the SEC with information that the SEC needs to determine how actively (or whether) to monitor the chapter 11 case.

Official Form 1
continued

**Exhibit B**

Exhibit B, which is included in the petition itself, is to be signed by the attorney for individual consumer debtors. The exhibit, which is required by section 322 of the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. 98-353, is a declaration that the

attorney has advised the debtor(s) that the debtor(s) may proceed under chapter 7, 11, 12, or 13 of the Code and that the attorney has explained the relief available under each chapter. Debtors not represented by an attorney should leave Exhibit B blank. The signature section for chapter 7 consumer debtors includes a similar declaration by the debtors.

**Certification of Non-Attorney Bankruptcy Petition Preparer**

A bankruptcy petition preparer is required to sign the petition and disclose the requested information, such as name, Social Security number, address, and telephone number in the spaces provided. 11 U.S.C. § 110.

Official Form 6
(6/90)

## FORM 6. SCHEDULES

Summary of Schedules

Schedule A - Real Property
Schedule B - Personal Property
Schedule C - Property Claimed as Exempt
Schedule D - Creditors Holding Secured Claims
Schedule E - Creditors Holding Unsecured Priority Claims
Schedule F - Creditors Holding Unsecured Nonpriority Claims
Schedule G - Executory Contracts and Unexpired Leases
Schedule H - Codebtors
Schedule I - Current Income of Individual Debtor(s)
Schedule J - Current Expenditures of Individual Debtor(s)

Unsworn Declaration under Penalty of Perjury

GENERAL INSTRUCTIONS: The first page of the debtor's schedules and the first page of any amendments thereto must contain a caption as in Form 16B. Subsequent pages should be identified with the debtor's name and case number. If the schedules are filed with the petition, the case number should be left blank.

Schedules D, E, and F have been designed for the listing of each claim only once. Even when a claim is secured only in part or entitled to priority only in part, it still should be listed only once. A claim which is secured in whole or in part should be listed on Schedule D only, and a claim which is entitled to priority in whole or in part should be listed on Schedule E only. Do not list the same claim twice. If a creditor has more than one claim, such as claims arising from separate transactions, each claim should be scheduled separately.

Review the specific instructions for each schedule before completing the schedule.

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# INSTRUCTIONS FOR COMPLETING OFFICIAL FORM 6, SCHEDULES

## I. INTRODUCTION

Schedules A, B, D, E, and F comprise the schedule of assets and liabilities. Schedules I and J constitute a schedule of current income and current expenditures for individual and joint debtors. On the schedules the debtor must disclose all relevant information concerning the debtor's assets, liabilities, and financial activities. The remaining schedules are: 1) Schedule C for listing the property the debtor claims as exempt, 2) Schedule G for listing executory contracts and unexpired leases, and 3) Schedule H for listing codebtors. When completed by the debtor, these forms -- combined with Official Form 7, Statement of Financial Affairs -- should contain all the information that the debtor has about the debtor's property, debts, and financial transactions.

## II. APPLICABLE LAW AND RULES

These schedules must be used to comply with section 521(1) of the Bankruptcy Code and Rule 1007(b) of the Federal Rules of Bankruptcy Procedure (referred to as "Bankruptcy Rule" or "Fed. R. Bankr. P.") A debtor should not underestimate the importance of accurately reporting the required information. The eligibility of an individual debtor for a discharge of a debt may depend upon the accurate completion of the schedules. Debts that are not listed in the schedule in time the creditor to file an answer (in the form of a proof of claim or an objection) may not be dischargeable unless the creditors have notice or actual knowledge of the case. 11 U.S.C. § 523(a)(3).

The schedules require a complete listing of assets and liabilities, and many details may be investigated by the trustee assigned to the case. Section 521(3) of the Code requires the debtor to cooperate with the trustee, who can administer the estate more effectively by requiring the debtor to provide relevant documents, rather than relying only on the description in the schedules. Accordingly, the trustee may request copies of any documents concerning the debtor's property necessary to the administration of the estate.

**Time Limits**

Debtors in chapter 7, 11, 12, and 13 cases are required to file their schedules at the time they file their voluntary petitions. Bankruptcy Rule 1007(c) provides for an automatic (no motion is needed) 15-day extension, but only if the petition is accompanied by a list of all the creditors and their addresses.

If the debtor is unable to complete the schedules within the 15 days, the debtor must file a motion requesting the court to grant an order authorizing additional time. Fed. R. Bankr. P. 1007(c).

In an involuntary case, the chapter 7 or chapter 11 debtor must file the schedules within 15 days after the order for relief is entered. Any extension of this time period must be requested by motion. Fed. R. Bankr. P. 1007(c).

## III. GENERAL DIRECTIONS

1) Although the summary page, entitled "Summary of Schedules" appears first, this page should not be completed until the rest of the schedules have been completed.

2) On the Summary of Schedules page, debtors should place the name of the district where the case will be filed in the space provided, for example, Eastern District of California.

3) Debtors are asked to place the debtor's name and, if known, the case number at the top of every page of each schedule and continuation sheet.

4) Generally, a creditor's claim will be listed only once in these schedules, even if the claim is secured only in part, or is entitled only in part to priority under section 507(a) of the Code, with the remainder of the claim to be treated as a general unsecured claim. For example, a partially secured creditor whose claim is reported in Schedule D (Creditors Holding Secured Claims) will be listed together with the value of the property securing the claim and a notation of the amount of any unsecured portion of the claim. Information concerning the unsecured portion should not be repeated in Schedule F (Creditors Holding Nonpriority Unsecured Claims). Any resulting overstatement of the amount owed on secured and priority claims as reported on the summary is offset by a corresponding understatement of the amount owed on unsecured claims.

5) The debtor must not exclude any debts from the schedules, even those that the debtor intends to repay, such as loans from relatives or friends. The forms require the listing of all creditors, whether or not the debtor intends to repay those creditors after bankruptcy.

6) If a debtor has no property or no creditors in a particular category, an affirmative statement to that effect is required, such as "None." Married debtors should indicate whether property is jointly or separately owned and whether spouses are jointly or separately liable for debts, using the columns provided in the schedules.

7) A schedule can be amended at any time before the case is closed. Fed. R. Bankr. P. 1009. The clerk of court is required to collect a fee for filing an amendment to the schedules of creditors. Accordingly, it is in the debtor's best interest to use sufficient care to make the schedules as complete and accurate as possible.

8) The signed originals of the schedules and the required number of additional copies should be filed with the clerk of the bankruptcy court. The debtor should check first with the bankruptcy clerk's office to find out how many copies are required. Generally, a court will require more copies in a chapter 11 case than in a chapter 7 or chapter 13 case.

9) If the debtor acquires an interest in certain types of property within 180 days after the petition has been filed -- an inheritance, for example -- the debtor is required to file a supplemental schedule within 10 days after learning of the acquired interest in property. If the acquired property is exempt, the debtor must claim the exemption in the supplemental filing. 11 U.S.C. § 541(a)(5); Fed. R. Bankr. P. 1007(h).

10) In a chapter 7 or chapter 9 case, the requirement of filing a supplemental schedule continues even after the closing of the bankruptcy case. In a chapter 11, 12, or 13 case, a supplemental schedule need not be filed for property acquired after a chapter 11 plan has been confirmed or a chapter 12 or 13 discharge has been granted. Fed. R. Bankr. P. 1007(h).

11) Schedules and statements filed in a pending chapter 7 case are deemed filed in a converted case, unless the court directs otherwise. Fed. R. Bankr. P. 1007(c). For example, this circumstance may arise if a pending chapter 7 case is converted to a case under another chapter of the Bankruptcy Code.

**WHAT FOLLOWS ARE INDIVIDUAL INSTRUCTIONS FOR EACH SCHEDULE. THEY ARE DESIGNED TO SUPPLEMENT THE DIRECTIONS PRINTED ON THE FORMS THEMSELVES.**

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Official Form 6-Cont.
(6/90)

# United States Bankruptcy Court

_____ District Of _____

In re _____, Case No. _____
Debtor

Chapter _____

## SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

| | | | AMOUNTS SCHEDULED | | |
|---|---|---|---|---|---|
| NAME OF SCHEDULE | ATTACHED (YES/NO) | NO. OF SHEETS | ASSETS | LIABILITIES | OTHER |
| A - Real Property | | | $ | | |
| B - Personal Property | | | $ | | |
| C - Property Claimed as Exempt | | | | | |
| D - Creditors Holding Secured Claims | | | | $ | |
| E - Creditors Holding Unsecured Priority Claims | | | | $ | |
| F - Creditors Holding Unsecured Nonpriority Claims | | | | $ | |
| G - Executory Contracts and Unexpired Leases | | | | | |
| H - Codebtors | | | | | |
| I - Current Income of Individual Debtor(s) | | | | | $ |
| J - Current Expenditures of Individual Debtor(s) | | | | | $ |
| Total Number of Sheets of ALL Schedules ➤ | | | | | |
| | | Total Assets ➤ | $ | | |
| | | | Total Liabilities ➤ | $ | |

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## INSTRUCTIONS FOR COMPLETING SUMMARY OF SCHEDULES

Although the summary page, entitled "Summary of Schedules" appears first, this page should not be completed until the rest of the schedules have been completed. Upon completion of each schedule, debtors should place, in the spaces provided, the totals of the (1) number of sheets of each schedule, and, where applicable, the totals of (2) assets, (3) liabilities, (4) current income of individual debtors, and (5) current expenditures of individual debtors.

After completing the Summary of Schedules, debtors should complete the Declaration Concerning Debtor's Schedules.

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Form B6A
(6/90)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

| DESCRIPTION AND LOCATION OF PROPERTY | NATURE OF DEBTOR'S INTEREST IN PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION | AMOUNT OF SECURED CLAIM |
|---|---|---|---|---|
| | | | | |
| | | Total➤ | | |

(Report also on Summary of Schedules.)

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## INSTRUCTIONS FOR COMPLETING SCHEDULE A -- REAL PROPERTY

1) In the legal world, there are two kinds of property, "real property," which is real estate, and "personal property," which is everything else; such as cash, car, clothes, books, furniture, dishes, stocks, bonds, pets, etc. This Schedule A is only concerned with real property. Personal property is covered by Schedule B.

2) Ordinarily, a street address should be listed in the column entitled "Description and Location of Property," unless there is no street address or, if, for any reason, a street address would not accurately state the property's location. If the debtor holds no interest in real property, the debtor should write "None" in this column, place $0 in the space marked "Total", report the total $0 on the Summary of Schedules, and proceed directly to Schedule B.

3) In the column entitled "Nature of Debtor's Interest in Property," the debtor should describe the interest such as "owner," "holder of life estate," etc. An interest in property can be legal (such as when the debtor holds title, either alone or with another), equitable (such as when the debtor is the purchaser under a land contract), or future (such as when the debtor is the holder of a remainder interest subject to a life estate granted to another). If the interest is a leasehold, see Instruction 8, below.

4) Married debtors should indicate whether the property is jointly owned or separately owned, using the column marked "Husband, Wife, Joint, or Community." Married debtors are asked to place an "H," "W," "J," or "C" in this column.

5) In the column entitled "Current Market Value. . . ," the debtor should list the market value of the debtor's interest in the property without deducting the amount of any secured claim that may exist. In simple terms, this usually means the full market value should be listed.

If there is real property owned by a partnership in which the debtor is a partner, or owned simply with another individual who is not the debtor's spouse and without survivorship rights, it may be appropriate to list a value that represents only the debtor's proportional interest. Any listing of less than the full value of any property must be fully explained. If the debtor holds a life estate, its value must be stated. (This may be difficult to determine, and legal or other expert assistance may be needed). The debtor is asked to place the total dollar amount in the space provided.

6) Debtors should make sure that any market value listed in this schedule is consistent with the market value stated on Schedule C (Property Claimed as Exempt) and Schedule D (Creditors Holding Secured Claims).

7) In the column labeled "Amount of Secured Claim," debtors should list any entity that the debtor believes has a lien or holds a secured interest in any of the listed real property and state the amount of the secured claim. If no entity holds a secured interest in the real property, debtors should write "None" in the column.

Official Form 6
continued

8) Executory contracts and unexpired leases should not be included in this form; Schedule G is specifically designed for them. If the debtor is unsure which category fits the property and the debtor's interest in it, the debtor should list the property in both places. Schedule G contains definitions of both "executory contract," and "unexpired lease." These terms can be subject to varying interpretations, however, and a debtor holding such assets should seek expert counsel before filing a bankruptcy case.

9) Individual debtors and joint debtors should list the amount of any exemptions they claim with respect to real property on Schedule C.

10) Debtors should place the total dollar amount of the current market value of all real property in the space provided on Schedule A and report the total dollar amount on the Summary of Schedules.

Form B6B
(10/89)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

**Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

| TYPE OF PROPERTY | NONE | DESCRIPTION AND LOCATION OF PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|---|---|---|---|---|
| 1. Cash on hand. | | | | |
| 2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives. | | | | |
| 3. Security deposits with public utilities, telephone companies, landlords, and others. | | | | |
| 4. Household goods and furnishings, including audio, video, and computer equipment. | | | | |
| 5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles. | | | | |
| 6. Wearing apparel. | | | | |
| 7. Furs and jewelry. | | | | |
| 8. Firearms and sports, photographic, and other hobby equipment. | | | | |
| 9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each. | | | | |
| 10. Annuities. Itemize and name each issuer. | | | | |

Form B6B-Cont.
(10/89)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

| TYPE OF PROPERTY | NONE | DESCRIPTION AND LOCATION OF PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH-OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|---|---|---|---|---|
| 11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize. | | | | |
| 12. Stock and interests in incorporated and unincorporated businesses. Itemize. | | | | |
| 13. Interests in partnerships or joint ventures. Itemize. | | | | |
| 14. Government and corporate bonds and other negotiable and non-negotiable instruments. | | | | |
| 15. Accounts receivable. | | | | |
| 16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars. | | | | |
| 17. Other liquidated debts owing debtor including tax refunds. Give particulars. | | | | |
| 18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property. | | | | |
| 19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust. | | | | |
| 20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each. | | | | |
| 21. Patents, copyrights, and other intellectual property. Give particulars. | | | | |
| 22. Licenses, franchises, and other general intangibles. Give particulars. | | | | |

Form B6B-cont.
(10/89)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE B -PERSONAL PROPERTY
(Continuation Sheet)

| TYPE OF PROPERTY | NONE | DESCRIPTION AND LOCATION OF PROPERTY | HUSBAND, WIFE, JOINT, OR COMMUNITY | CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH-OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION |
|---|---|---|---|---|
| 23. Automobiles, trucks, trailers, and other vehicles and accessories. | | | | |
| 24. Boats, motors, and accessories. | | | | |
| 25. Aircraft and accessories. | | | | |
| 26. Office equipment, furnishings, and supplies. | | | | |
| 27. Machinery, fixtures, equipment, and supplies used in business. | | | | |
| 28. Inventory. | | | | |
| 29. Animals. | | | | |
| 30. Crops - growing or harvested. Give particulars. | | | | |
| 31. Farming equipment and implements. | | | | |
| 32. Farm supplies, chemicals, and feed. | | | | |
| 33. Other personal property of any kind not already listed. Itemize. | | | | |
| | | _____continuation sheets attached | Total➤ | $ |

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

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## INSTRUCTIONS FOR COMPLETING SCHEDULE B -- PERSONAL PROPERTY

1) Schedule B is used for reporting all the debtor's interests in personal property except executory contracts and unexpired leases. Anything the debtor owns that is not real property is considered personal property. Thus, all property in the debtor's estate that is not real property should be listed on the form.

2) A general description of the column labeled "Type of Property" is set forth below:

1. Cash on hand is limited to the amount the debtor has in his or her possession at the date the petition is filed.

2. The category "Checking, savings or other . . ." includes **all** financial accounts owned by the debtor.

3. The category "Security deposits with public utilities. . ." includes all credit accounts made with a landlord, utility (electric, gas, water, etc.), or telephone company, to secure ongoing occupancy or usage.

4-8. These categories require a brief description of the types of items held, rather than an itemized description of each piece of property. Courts differ in the amount and degree of detail they require concerning these items. At a minimum, a debtor should list each major appliance separately and describe furniture, bedding, clothing, and similar possessions. Anything of unusual value should be mentioned separately. The market value of each item should be totaled, and one lump sum reported for each category, unless one item is of particular value or unique in some other way.

9,10,12,13. Since these categories often include the rights and interests of third parties, the debtor is asked to use particular detail in describing the various interests, itemizing each particular piece of property. An "annuity" is a yearly payment of money, either for life or for a number of years.

11. ERISA-qualified pension plans are excluded from the bankruptcy estate. Patterson v. Shumate, 112 S.Ct. 2242 (1992). Accordingly, a debtor's interest in such a plan should be reported with a statement that it is not part of the estate. To avoid misleading creditors or the trustee, no dollar value should be reported. However, it is the debtor's responsibility to ascertain whether the debtor's personal pension plan is ERISA-qualified.

14. Examples of negotiable instruments include promissory notes, cashiers' checks, personal checks, and money orders. Non-negotiable instruments are those which can not be transferred simply by endorsement and/or delivery.

Official Form 6
continued

15-17. These are debts owed to the debtor. Items 15 and 16 ask the debtor to be specific. Item 17 request the debtor to list all monies owed to the debtor that are not included in Items 15 and 16 and, specifically, any expected tax refunds.

18-20. These categories include interests in personal property that may or will come into the possession of the debtor in the future.

21-22. Intellectual property may include such items as trademarks and trade secrets. Proceeds from royalties and licensing agreements should also be included on this form. The debtor is asked to be specific.

23-25. The debtor should list these items specifically, giving the maker, model, and year of car(s), other vehicles and accessories, and stating product names when possible.

26-28. If the debtor is a business, some of these categories, such as office equipment or fixtures, may be too numerous to describe fully. If this is the case, a more general description will suffice and can be supplemented with an attached inventory.

29-32. These categories include animals, crops, farming equipment, farming implements, and farm supplies. Items of particular value or unique in some other way should be listed separately.

33. Any other personal property not listed above should be listed in this category.

3) The debtor must declare on the schedule whether the debtor has any property in each category listed in the column labeled "Type of Property." If the debtor has no property in one or more of the categories, the debtor should place an "X" in the column marked "None." If the appropriate category is not listed, item 33 allows the debtor to list any miscellaneous items.

4) "Itemize" means to state each item or article separately. The debtor is only required to itemize when the schedule specifies to do so, or if a particular item is unique in some way.

5) If property of the debtor is being held by someone other than the debtor, that person's name and address should be included in the column entitled "Description and Location . . ."

6) The "current market value" describes the market value on the date the petition was filed. Value is not the same as the purchase price; rather it usually is a fraction of that. "Market value," is a term that is subject to interpretation and may vary with the nature of the market for particular items. The market for used clothing and household furnishings is very different from the market for blue chip stocks. For cars, the National Automobile Dealers Association (NADA) publishes current market values. The NADA book is available at public libraries and on the Internet. The values stated should be appropriate for the property described.

7) Debtors should make sure that the market values of the items of property listed in this schedule are consistent with those stated in Schedules C and D. While certain categories, such as cash, are easy to value, the correct market value of other categories may be more difficult to pinpoint. When the debtor cannot find the market value, the debtor should state the approximate amount, based on the market for the property, and include with the schedule a statement of the method of valuation used.

8) The debtor is not asked to list exemptions or secured claims in this form. Exemptions should be listed in Schedule C and secured claims in Schedule D.

9) Executory contracts and unexpired leases should be included in Schedule G, rather than on this form. However, if the debtor is not sure which category is correct for a particular item, the debtor should list the property in both forms.

10) Debtors should complete and attach continuation sheets if more space is needed.

11) Debtors are directed to place the total dollar amount of the current market value in the space provided, including the amounts from any continuation sheets.

12) Debtors should report the total dollar amount on the Summary of Schedules.

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Form B6C
(6/90)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under:
(Check one box)

☐ 11 U.S.C. § 522(b)(1): Exemptions provided in 11 U.S.C. § 522(d). **Note: These exemptions are available only in certain states.**

☐ 11 U.S.C. § 522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

| DESCRIPTION OF PROPERTY | SPECIFY LAW PROVIDING EACH EXEMPTION | VALUE OF CLAIMED EXEMPTION | CURRENT MARKET VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION |
|---|---|---|---|
| | | | |

**[This page is blank]**

## INSTRUCTIONS FOR COMPLETING SCHEDULE C
## PROPERTY CLAIMED AS EXEMPT

1) Individual debtors and joint debtors (individual debtors and their spouses) are entitled to claim certain property as exempt by law from the bankruptcy estate. Section 522(b) of the Bankruptcy Code gives a debtor the choice of claiming the so-called "federal bankruptcy" exemptions listed in section 522(d) or the exemptions provided under the law of the state in which the debtor resides. Section 522(b)(1), however, also authorizes any state to limit its citizens to the exemptions provided by the state. Residents of these "opt out" states may not claim the federal exemptions set forth in section 522(d), but only those authorized under state law and the various "non-bankruptcy" exemptions described below. Anyone planning to file a bankruptcy case must determine which exemptions are available, because claiming exemptions to which one is not entitled may result in the loss of the property and failing to claim an exemption to which a debtor is entitled can result in unnecessary loss of property.

The second category of exemptions are the state and other "non-bankruptcy" exemptions to which section 522(b)(2) refers. These exemptions may be contained in federal, state, or local laws. "Non-bankruptcy" simply means not contained in the Bankruptcy Code. Even in an "opt-out" state, it is important to check federal, state, and local laws, to see what exemptions are available.

Individual debtors and joint debtors should choose either the "federal bankruptcy" exemptions under section 522(b)(1), or the state and other nonbankruptcy exemptions provided for under section 522(b)(2), and place an "X" in the appropriate box at the top of the schedule. Individual debtors and joint debtors may not elect to split their exemptions between these two sections.

2) Exemptions are not available to a corporation, partnership, or any entity that is not an individual or an individual and his or her spouse. In these cases the debtor should include this form along with the rest of the schedules, with a notation of "Not Applicable."

3) The description of property on this form, as well as the market value, should correspond generally with the description on Schedule A or Schedule B. Many exemptions are limited to certain amounts of dollar value. It is important to know these limits when preparing the schedule. There also is a substantial body of case law on the subject of exemptions, which in any particular state or district may restrict or liberalize certain exemptions. A debtor should investigate the law governing exempt property in the state of residence and seek advice from a lawyer if valuable property is at stake. The location of property should not be included in this form.

Official Form 6
continued

4) As stated above, the debtor must choose the exemption law under which exemptions are claimed and state the choice at the top of the schedule. The debtor may choose either (1) section 522(d) of the Bankruptcy Code or (2) a state statute, local statute, or a constitutional provision. If choosing the Bankruptcy Code, the debtor should state for each item or category of items the exact section of the Code where the exemption exists, for example, 11 U.S.C. § 522(d)(4). Specify the provision of the Code or the law providing each exemption in the space provided.

5) The value of the claimed exemption is not always the same as the current market value of the property. The debtor should check the appropriate subsection of section 522 of the Bankruptcy Code, state law, or other applicable non-bankruptcy law for financial limitations on exemptions. Debtors are asked to state the dollar value of the claimed exemption in the space provided.

6) Debtors are instructed to state the current market value of the property in the space marked for that purpose. Debtors should not subtract the value of the claimed exemption.

Form B6D
(6/90)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding claims secured by property of the debtor as of the date of filing of the petition. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

| CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE | CODEBTOR | HUSBAND, WIFE, JOINT, OR COMMUNITY | DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL | UNSECURED PORTION, IF ANY |
|---|---|---|---|---|---|---|---|---|
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |

_____continuation sheets attached

Subtotal➤ (Total of this page) $

Total➤ (Use only on last page) $

Form B6D - Cont.
(6/90)

In re _____, Debtor

Case No. _____ (If known)

# SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

(Continuation Sheet)

| CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE | CODEBTOR | HUSBAND, WIFE, JOINT OR COMMUNITY | DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL | UNSECURED PORTION, IF ANY |
|---|---|---|---|---|---|---|---|---|
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |
| ACCOUNT NO. | | | VALUE $ | | | | | |

Sheet no. ___ of ___ continuation sheets attached to Schedule of Creditors Holding Secured Claims

Subtotal ➤ (Total of this page) $

Total ➤ (Use only on last page) $
(Report total also on Summary of Schedules)

## INSTRUCTIONS FOR COMPLETING SCHEDULE D
## CREDITORS HOLDING SECURED CLAIMS

1) The purpose of this schedule is to identify those creditors holding secured claims against property of the estate and the amount owed to them. Only creditors holding secured claims as of the date of the filing of the petition should be listed. The creditors listed will have the opportunity to file a Proof of Claim (Official Form 10), which will have the legal effect of superseding any conflicting information on this schedule. The claims listed on Schedule D should include all claims secured by any type of interest in either personal property or real property, including judgment and statutory liens, garnishments, mortgages, deeds of trust, and other security interests. Although the debtor should provide the most accurate information possible, the amounts of the claims sometimes cannot be stated with exact precision. It is crucial, however, that the names and addresses of all creditors be identified to enable the trustee and creditors to get a reasonably accurate account of the holders of secured claims.

Debtors are directed to place the creditor's name, mailing address, zip code, and account number in the spaces provided, and to use continuation sheets, if necessary. If the debtor has no creditors holding secured claims, the debtor should check the box provided on Schedule D and go on to the next schedule.

2) Secured Claim --- A claim is secured if the creditor has a lien on specific property of the debtor (collateral) that gives the creditor the right to seize that particular property if the debtor defaults in making payments to the creditor. A claim is secured only to the extent to which the value of the creditor's interest in the property equals the amount of the debt. Any amount not protected by collateral is unsecured. 11 U.S.C. § 506. Examples of liens are a mortgage on real estate and a security interest in a car, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien.

The existence of a third-person guarantor of a creditor's claim does not make that claim secured.

3) A debtor should list on this form all claims that are either partially or fully secured claims. A secured claim is any claim for which the creditor holds a security interest in the debtor's property, regardless of how small.

4) The debtor is directed to place an "X" in the column labeled "Codebtor" if an entity other than a spouse may be jointly liable on a claim. Debtors filing a joint petition should designate whether the husband, wife, both of them, or the marital community may be liable on each claim, by placing a "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

Official Form 6
continued

5) Debtors are directed to state the date the claim was incurred, nature of the lien, description, and market value of the property subject to the lien in the space provided. Debtors should state the market value in dollars.

6) If the claim is contingent, unliquidated, or disputed, debtors should place an "X" in one or more of the appropriate columns. Otherwise, leave these columns blank. A general definition of the terms "contingent, unliquidated, or disputed" is provided below.

**Definitions:**

**Contingent Claim** --- A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosignor on another person's loan, and that person fails to pay.

**Unliquidated Claim** --- An unliquidated claim is a claim the amount of which is not completely certain. The claim exists, but the amount is presently unknown. For example, a debtor may have been at fault in a car accident, but there is no judgment yet establishing the amount of the debtor's liability. The debtor will have to estimate the amount of such a claim and designate it as unliquidated.

**Disputed Claim** --- A claim is disputed when the debtor and creditor do not agree on the debtor's liability or on the amount of the debt.

These three columns are particularly important for the chapter 11 creditor in determining whether to file a proof of claim. 11 U.S.C. § 1111(a).

7) The column entitled "Amount of Claim Without Deducting..." asks the debtor to disclose, to the best of his or her knowledge, the total amount of the claim, unsecured and secured.

8) In the column entitled "Unsecured Portion..." the debtor should subtract the value of the collateral from the total amount of the claim, so that the secured and unsecured portions are highlighted and the same creditor need <u>not</u> be listed again, in Schedule F, for the unsecured part of the same claim.

9) Debtors should place the subtotal for the claims listed on each page — without deducting the value of the collateral — in the space provided at the bottom of each continuation sheet. Debtors should place the total of all secured claims on the last page only and report the total on the Summary of Schedules in the column marked "Liabilities."

Form B6E
(Rev.4/98)

In re _____, Debtor

Case No. _____ (if known)

# SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name and mailing address, including zip code, and account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H,""W,""J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $4,300* per person earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to $4,300* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

☐ **Deposits by individuals**

Claims of individuals up to $1,950* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

Form B6E
(Rev.4/95)

In re _____, Case No._____
Debtor (if known)

☐ **Alimony, Maintenance, or Support**

Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

* Amounts are subject to adjustment on April 1, 2001, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

____ continuation sheets attached

Form B6E - Cont.
(10/89)

In re _____, Case No. _____
Debtor (If known)

# SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

TYPE OF PRIORITY

| CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE | CODEBTOR | HUSBAND, WIFE, JOINT, OR COMMUNITY | DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL | UNSECURED PORTION, IF ANY |
|---|---|---|---|---|---|---|---|---|
| ACCOUNT NO. | | | | | | | | |
| ACCOUNT NO. | | | | | | | | |
| ACCOUNT NO. | | | | | | | | |
| ACCOUNT NO. | | | | | | | | |
| ACCOUNT NO. | | | | | | | | |

Sheet no. ___ of ___ sheets attached to Schedule of Creditors Holding Priority Claims

Subtotal➤ (Total of this page) $

Total➤ (Use only on last page of the completed Schedule E.) $

(Report total also on Summary of Schedules)

**[This page is blank]**

# INSTRUCTIONS FOR COMPLETING SCHEDULE E
# CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

## I. INTRODUCTION

This schedule lists the types of unsecured claims that are entitled to priority. It requests the debtor to indicate the existence of claims in each category. Unsecured debts are those for which the creditor does not have a lien or other collateral.

Those claims that are considered "priority" are specified in section 507 of the Bankruptcy Code. They are given an order of importance, and they enjoy priority in payment over other unsecured claims. Frequently, unsecured priority claims are subject to monetary restrictions that must be taken into account in this form. For example, under section 507(a)(4) of the Bankruptcy Code, contributions to employee benefit plans enjoy priority status, but only to the extent of the number of employees covered by each plan multiplied in 1999 by $4,300. (These amounts were adjusted on April 1, 1998, to reflect changes in the Consumer Price Index (CPI) and will be readjusted every three years thereafter). A debtor must be careful to take into account any restrictions imposed on unsecured priority claims when filling out this form. This schedule asks for both the total amount of the claim and the amount of that claim that is entitled to priority under section 507 of the Bankruptcy Code.

## II. APPLICABLE LAW AND RULES

**Types of Priority Claims:**

1) Not included in this form but first on the priorities list are administrative expenses, fees, and charges incurred by the estate during the bankruptcy case. 11 U.S.C. § 507(a)(1). Those who are entitled to payment under this section are not deemed "creditors" in the bankruptcy case. The bulk of administrative expense claims arise after the case is filed. Accordingly, the amounts incurred, and often the identity of many who eventually become claimants, are unknown at the time the schedules are filed.

2) The second priority is afforded to claims under 11 U.S.C. § 507(a)(2) of the Bankruptcy Code to the group frequently known as "involuntary gap" creditors. Involuntary gap creditors are those whose claims arise in an involuntary case during the "gap" between the commencement of the case and the earlier of the appointment of a trustee or the order for relief. These claims are allowable under section 502(f) of the Bankruptcy Code.

Official Form 6
continued

3) Section 507(a)(3) gives third priority to unpaid wages, salaries, and commissions earned by employees of the debtor within 90 days before the earlier of the date of the filing of the petition or the date the debtor ceased doing business. The maximum amount that any employee could claim under this priority in 1999 is $4,300, an amount that was adjusted in 1998 to reflect changes in the CPI and will be readjusted every three years thereafter. The remainder of the claim is a general, unsecured claim.

4) Under section 507(a)(4) of the Bankruptcy Code, the priority for contributions to employee benefit plans has the same monetary restrictions as wages, salaries, and commissions, limiting the portion of the claim entitled to priority to $4,300 per employee in 1999, less any amount entitled to priority under § 407(a)(3). The contributions are those that were payable for services rendered within 180 days before the filing of the petition or the date the debtor ceased doing business, whichever occurs first.

5) Section 507(a)(5) of the Bankruptcy Code provides priority for a farmer in the business of raising or producing grain against a debtor who operates grain storage facilities, as well as for a United States fisherman against a debtor who operates a fish storage or processing facility. Both types of claims must arise from the sale, conversion, or consignment of these commodities to the debtor, and the priority does not exceed $4,300 per farmer or fisherman.

6) Section 507(a)(6) of the Bankruptcy Code gives priority status to a claim by an individual who made a deposit with the debtor, before the bankruptcy case was filed, for the purchase of either property or services, and "lost the deposit," never having received the property or services in return for payment. Examples are deposits for furniture that was ordered but never delivered and prepaid "memberships" in gyms or health clubs. The deposit is money owed for goods or services that have not been rendered. The maximum amount entitled to priority for such a claim is $1,950 per individual.

7) Section 507(a)(7) of the Bankruptcy Code gives priority status to claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in this section. Some restrictions apply to this priority, and debtors should read section 507(a)(7) carefully before completing this form.

8) Sections 507(a)(8) and 507(a)(9) of the Bankruptcy Code give priority status to claims for unpaid taxes and debts owed to federal, state, or local governments, and claims against certain defined debtors for commitments to the federal bank insurance companies, such as the FDIC. Taxes that are collateralized by a lien on property should not be included in this form. Tax liens should be reported on Schedule D. Sections 507(a)(8) and 507(a)(9) provide a long list of restrictions on the priority of taxes which a debtor should read carefully.

## III. DIRECTIONS

If no unsecured priority claims exist, a debtor should place an "X" in the box located just above the line entitled "Types of Priority Claims." The debtor should check the box next to as many types of priority claims as exist against the debtor. Debtors should be sure to complete at least one separate continuation sheet for each type of priority claim that exists against the debtor. Debtors are asked to place the type of priority on the line provided at the top of the form. It is helpful if the creditors on each schedule are listed alphabetically. Debtors should be sure to include the creditor's name, mailing address, zip code, and the account number in the spaces provided.

Debtors are asked to place an "X" in the column labeled "Codebtor" if an entity, other than a spouse, may be jointly liable on a claim. Debtors filing a joint petition should designate whether the husband, wife, both of them, or the marital community may be liable on each claim, by placing a "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

Debtors are instructed to state the date the claim was incurred and the consideration for the claim in the space provided. In other words, the debtor should state what the debtor received in exchange for the claim such as, "goods purchased," or "hours worked," or "cash deposited."

If the claim is contingent, unliquidated, or disputed, the debtor should place an "X" in one or more of the appropriate columns. Otherwise, leave these columns blank. A general definition of the terms "contingent, unliquidated, or disputed" is provided below.

**Definitions:**

**Contingent Claim** --- A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosignor on another person's loan, and that person fails to pay.

**Unliquidated Claim** --- An unliquidated claim is a claim the amount of which is not completely certain. The claim exists, but the amount is presently unknown. For example, a debtor may have been at fault in a car accident, but there is no judgment yet establishing the amount of the debtor's liability. The debtor will have to estimate the amount of such a claim and designate it as unliquidated.

**Disputed Claim** --- A claim is disputed when the debtor and creditor do not agree on the debtor's liability or on the amount of the debt.

These three columns are particularly important for the chapter 11 creditor in determining whether to file a proof of claim. 11 U.S.C. § 1111(a).

Official Form 6
continued

Debtors are directed to place the amount of the claim in the space provided and place the subtotal at the bottom of each page. The total should appear only on the last continuation sheet. Debtors should report the total on the Summary of Schedules in the column labeled "Liabilities."

Debtors should place the amount entitled to priority in the last column. It is important to remember that many categories are restricted to certain dollar limits and, thus, the amount entitled to priority might not be the same as the total amount of the claim.

Form B6F (9/97)

In re _____, Debtor  Case No. _____ (If known)

# SCHEDULE F- CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community maybe liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

| CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE | CODEBTOR | HUSBAND, WIFE, JOINT, OR COMMUNITY | DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL |
|---|---|---|---|---|---|---|---|
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |

____continuation sheets attached  Subtotal➤ $

Total ➤ $

(Report also on Summary of Schedules)

Form B6F - Cont.
(10/89)

In re _____, Debtor

Case No. _____ (If known)

# SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

| CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE | CODEBTOR | HUSBAND, WIFE, JOINT, OR COMMUNITY | DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN | CONTINGENT | UNLIQUIDATED | DISPUTED | AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL |
|---|---|---|---|---|---|---|---|
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |
| ACCOUNT NO. | | | | | | | |

Sheet no. ___ of ___ sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal ➤ (Total of this page) $

Total ➤ (Use only on last page of the completed Schedule E.) $

(Report total also on Summary of Schedules)

## INSTRUCTIONS FOR COMPLETING SCHEDULE F
## CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

1) Schedule F requires the debtor to list creditors holding unsecured nonpriority claims, as of the date of the filing of the petition. Unsecured debts are those for which there is no lien on the debtor's property. If the debtor has no creditors holding unsecured nonpriority claims to report on this schedule, the debtor should check the box provided at the top of this form and proceed to the next schedule.

2) Unsecured nonpriority claims include all claims a creditor may have that are neither secured nor entitled to priority status under section 507 of the Bankruptcy Code. Generally, this schedule is used for the majority of the debts a debtor seeks to have discharged.

3) It is crucial for the debtor to list all remaining creditors on this form, because the debtor may be unable to receive a discharge of debt if the creditor was not properly scheduled and had no notice of the bankruptcy. 11 U.S.C. § 523(a). Claims listed on Schedules D and E should not be listed again on this form.

4) Although not required by law, it is strongly urged that the debtor place the creditors on this form in alphabetical order. Continuation sheets should be used if more space is needed.

5) The most important aspect of this form is the listing of the creditors and their complete addresses, including zip codes. Debtors should include their account numbers with each creditor, such as credit card account, department store account, etc., if applicable. If multiple addresses exist, the debtor should repeat the creditor's name and list each address in the spaces provided. Debtors should not repeat the description and amount of the debt, but note that the debt is the "same as above" or similar appropriate statement. (Multiple addresses should be included in the mailing list or mailing matrix, using a separate entry and repeating the creditor's name for each address.)

6) Debtors are instructed to place an "X" in the column labeled "Codebtor" if an entity other than a spouse may be jointly liable on a claim. Debtors filing a joint petition should designate whether the husband, wife, both of them, or the marital community may be liable on each claim, by placing a "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

7) Debtors are directed to state the date the claim was incurred and the consideration for the claim in the space provided. In other words, debtors should state what the debtor received in exchange for the claim such as, "goods purchased" or "extension of credit," or "medical treatment."

Official Form 6
continued

8) If a claim is subject to setoff, the debtor is required to state that fact on the form. A "setoff" is when part of the debt owed by the debtor to the creditor is "canceled out" by a pre-existing debt owed by the creditor to the debtor. Since certain pre-petition setoffs taken by a creditor may be subject to recovery by the bankruptcy estate, it is important that all setoffs be accounted for on this form.

9) If the claim is contingent, unliquidated, or disputed, the debtor should place an "X" in one or more of the appropriate columns. Otherwise, leave these columns blank. General definitions of the terms "contingent," "unliquidated," and "disputed" are provided below.

**Definitions:**

**Contingent Claim** --- A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosignor on another person's loan, and that person fails to pay.

**Unliquidated Claim** --- An unliquidated claim is a claim the amount of which is not completely certain. The claim exists, but the amount is presently unknown. For example, a debtor may have been at fault in a car accident, but there is no judgment yet establishing the amount of the debtor's liability. The debtor will have to estimate the amount of such a claim and designate it as unliquidated.

**Disputed Claim** --- A claim is disputed when the debtor and creditor do not agree on the debtor's liability or on the amount of the debt.

These three columns are particularly important a creditor in a chapter 11 case in determining whether to file a proof of claim. 11 U.S.C. § 1111(a).

10) The stated amount of each claim need not be exact, but it should be as precise as possible. If the only figure attainable is an approximation, this should be noted on the form, such as by adding "approx." after the amount.

11) Debtors whose debts have been sent to collection agencies or attorneys for collection may wish to add an appendix to this schedule listing the names and addresses of these entities or individuals, to ensure that they receive notice of the bankruptcy and refrain from attempting to collect debts. 11 U.S.C. § 362(a). (Any collection agency and every attorney collecting a debt on behalf of a creditor should also be listed in the mailing list or mailing matrix.)

12) Debtors should place a subtotal at the bottom of each continuation sheet and the total on the last continuation sheet. Debtors should report the total of all claims listed on this schedule in the Summary of Schedules in the column labeled "Liabilities."

Form B6G
(10/89)

In re _____, Case No._____
Debtor (if known)

# SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described.

**NOTE:** A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

☐ Check this box if debtor has no executory contracts or unexpired leases.

| NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT. | DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT. |
|---|---|
| | |

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## INSTRUCTIONS FOR COMPLETING SCHEDULE G
## EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Federal Rule of Bankruptcy Procedure 1007(b) requires the debtor to file a schedule of executory contracts and unexpired leases, unless the court orders otherwise. The Code does not define the term "executory contract." Generally, executory contracts are those contracts in which, to some extent, the obligations of both parties are unperformed, so that the failure of one party to complete performance would constitute a material breach excusing the performance of the other party. In re Texscan Corp, 976 F.2d 1269 (9th Cir. 1992). A body of case law has developed further defining "executory contracts" and determining whether particular types of contracts constitute executory contracts. Common types of executory contracts include orders for furniture and layaway arrangements at clothing stores.

Debtors that have no executory contracts or unexpired leases should check the box provided on the form and proceed to the next schedule.

The information on this schedule should not be repeated in the schedules of assets; however, parties listed on this schedule will not receive notice of the filing of the bankruptcy case, unless the party is also listed in the appropriate schedule of creditors. It is important to list the name, mailing address, and zip code of other parties to an executory contract or unexpired lease on this schedule and also on other appropriate schedules, if any party is a creditor or contingent creditor in the bankruptcy case.

All unexpired leases of either real or personal property are to be reported on this schedule, including any timeshare interests. The schedule requires the debtor to disclose specific information to assist the trustee in identifying leases which must be assumed within 60 days after the order for relief or be deemed rejected under section 365(d) of the Bankruptcy Code. Thus, it is important to state the description of the lease and the nature of the debtor's interest in the lease, such as "lessor" or "lessee."

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Form B6H
(6/90)

In re _____, Case No. _____
Debtor (if known)

# SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case.

☐ Check this box if debtor has no codebtors.

| NAME AND ADDRESS OF CODEBTOR | NAME AND ADDRESS OF CREDITOR |
|---|---|
| | |

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## INSTRUCTIONS FOR COMPLETING SCHEDULE H -- SCHEDULE OF CODEBTORS

This schedule is designed to provide the trustee and creditors with information about codebtors of all types other than spouses in joint cases. Generally, a codebtor is any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. The completed schedule provides information concerning nondebtor parties, such as guarantors, cosigners, and nondebtor spouses who are liable on a consumer loan, a mortgage, or other debt. In chapter 12 and chapter 13 cases, the completed schedule also indicates those persons who may be entitled to certain protections from creditor action under sections 1201 and 1301 of the Bankruptcy Code.

Debtors that have no codebtors should check the box provided and proceed to the next schedule.

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Form B6I
(6/90)

In re _____, Case No._____
Debtor (if known)

# SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by a married debtor in a chapter 12 or 13 case whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

| Debtor's Marital Status: | DEPENDENTS OF DEBTOR AND SPOUSE | | |
|---|---|---|---|
| | NAMES | AGE | RELATIONSHIP |
| | | | |

| Employment: | DEBTOR | SPOUSE |
|---|---|---|
| Occupation | | |
| Name of Employer | | |
| How long employed | | |
| Address of Employer | | |

| Income: (Estimate of average monthly income) | DEBTOR | SPOUSE |
|---|---|---|
| Current monthly gross wages, salary, and commissions (pro rate if not paid monthly.) | $ _____ | $ _____ |
| Estimated monthly overtime | $ _____ | $ _____ |
| SUBTOTAL | $ _____ | $ _____ |
| LESS PAYROLL DEDUCTIONS | | |
| a. Payroll taxes and social security | $ _____ | $ _____ |
| b. Insurance | $ _____ | $ _____ |
| c. Union dues | $ _____ | $ _____ |
| d. Other (Specify: _____) | $ _____ | $ _____ |
| SUBTOTAL OF PAYROLL DEDUCTIONS | $ _____ | $ _____ |
| TOTAL NET MONTHLY TAKE HOME PAY | $ _____ | $ _____ |
| Regular income from operation of business or profession or farm (attach detailed statement) | $ _____ | $ _____ |
| Income from real property | $ _____ | $ _____ |
| Interest and dividends | $ _____ | $ _____ |
| Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above. | $ _____ | $ _____ |
| Social security or other government assistance (Specify) _____ | $ _____ | $ _____ |
| Pension or retirement income | $ _____ | $ _____ |
| Other monthly income (Specify) _____ | $ _____ | $ _____ |
| _____ | $ _____ | $ _____ |
| TOTAL MONTHLY INCOME | $ _____ | $ _____ |

TOTAL COMBINED MONTHLY INCOME $_____ (Report also on Summary of Schedules)

Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

**[This page is blank]**

**INSTRUCTIONS FOR COMPLETING SCHEDULE I**
**SCHEDULE OF CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The Bankruptcy Code requires all debtors to file a statement of current income and current expenditures. 11 U.S.C. § 521(1). Although the schedules contain forms on which individuals must report this information, no form is prescribed for a corporation or partnership. A corporation or partnership also must file a statement that provides the required information, but must devise its own form for this purpose.

The individual debtor should total the monthly income for the debtor and, in a joint case or a chapter 12 or chapter 13 case filed by a married debtor, the debtor's spouse and place the total on the line provided. The total combined monthly income should be placed on the form and reported on the Summary of Schedules under the column labeled "Other."

Debtors should include a description of any anticipated increase or decrease of over ten percent (10%) in any category that may occur within the year following the filing of Schedule I.

**[This page is blank]**

Form B6J
(6/90)

In re _____, Case No. _____
Debtor (if known)

# SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

| | |
|---|---|
| Rent or home mortgage payment (include lot rented for mobile home) | $ _____ |
| Are real estate taxes included? Yes _____ No _____ | |
| Is property insurance included? Yes _____ No _____ | |
| Utilities Electricity and heating fuel | $ _____ |
| Water and sewer | $ _____ |
| Telephone | $ _____ |
| Other _____ | $ _____ |
| Home maintenance (repairs and upkeep) | $ _____ |
| Food | $ _____ |
| Clothing | $ _____ |
| Laundry and dry cleaning | $ _____ |
| Medical and dental expenses | $ _____ |
| Transportation (not including car payments) | $ _____ |
| Recreation, clubs and entertainment, newspapers, magazines, etc. | $ _____ |
| Charitable contributions | $ _____ |
| Insurance (not deducted from wages or included in home mortgage payments) | |
| Homeowner's or renter's | $ _____ |
| Life | $ _____ |
| Health | $ _____ |
| Auto | $ _____ |
| Other _____ | $ _____ |
| Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____ | $ _____ |
| Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan) | |
| Auto | $ _____ |
| Other _____ | $ _____ |
| Other _____ | $ _____ |
| Alimony, maintenance, and support paid to others | $ _____ |
| Payments for support of additional dependents not living at your home | $ _____ |
| Regular expenses from operation of business, profession, or farm (attach detailed statement) | $ _____ |
| Other _____ | $ _____ |
| TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules) | $ _____ |

[FOR CHAPTER 12 AND 13 DEBTORS ONLY]
Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

| | |
|---|---|
| A. Total projected monthly income | $ _____ |
| B. Total projected monthly expenses | $ _____ |
| C. Excess income (A minus B) | $ _____ |
| D. Total amount to be paid into plan each _____ | |

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## INSTRUCTIONS FOR COMPLETING SCHEDULE J
## SCHEDULE OF CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

The Bankruptcy Code requires all debtors to file a statement of current income and current expenditures. 11 U.S.C. § 521(1). Although the Schedules contain forms on which individuals must report this information, no form is prescribed for a corporation or partnership. A corporation or partnership also must file a statement that provides the required information, but must devise its own form for this purpose.

Joint debtors should check the box at the top of the form only if the debtor's spouse maintains a separate household. In such a case, a separate schedule of expenses labeled "Spouse" should be completed.

After completing the schedule, the debtor should total the monthly expenses and report the total on the Summary of Schedules under the column labeled "Other." Upon the completion of all the schedules, the debtor should go back to the Summary of Schedules and total all columns before signing the Declaration Concerning Debtor's Schedules.

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Official Form 6-Cont.
(12/94)

In re _____, Case No. _____
Debtor (If known)

# DECLARATION CONCERNING DEBTOR'S SCHEDULES

## DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ (Total shown on summary page plus 1.) sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date _____ Signature: _____
Debtor

Date _____ Signature: _____
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

---

**CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)**

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

_____ _____
Printed or Typed Name of Bankruptcy Petition Preparer Social Security No.

_____

_____
Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

X_____ _____
Signature of Bankruptcy Petition Preparer Date

*A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.*

---

## DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the _____ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership ] of the _____ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date _____ Signature: _____

_____
**[Print or type name of individual signing on behalf of debtor.]**

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

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*Penalty for making a false statement or concealing property:* **Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3**

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## INSTRUCTIONS FOR COMPLETING DECLARATION CONCERNING DEBTOR'S SCHEDULES

After completing all the schedules and the Summary of Schedules, debtors should complete the Declaration Concerning Debtor's Schedules.

The schedules are a "document for filing" that may be prepared by a "bankruptcy petition preparer" as defined in 11 U.S.C. § 110. Accordingly, a signature line for such preparer is provided. In addition to signing, a bankruptcy petition preparer is required by section 110 to disclose the information requested. If more than one person prepared the document, additional signed sheets conforming to the certification on the Official Form must be attached for each person.

The authorized agent of a debtor corporation or debtor partnership should sign and date the declaration on behalf of the debtor.

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Official Form 7
(1/95)

# United States Bankruptcy Court

_____ District Of _____

In re: _____, Case No. _____
(if known)

Debtor

Chapter _____

## STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs.

Questions 1 - 15 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 16 - 21. **If the answer to any question is "None," or the question is not applicable, mark the box labeled "None."** If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

*DEFINITIONS*

*"In business."* A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within the two years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or person in control of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed.

*"Insider."* The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any person in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

**1. Income from employment or operation of business**

None ☐ State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| AMOUNT | SOURCE (if more than one) |
|---|---|

**2. Income other than from employment or operation of business**

None ☐ State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| AMOUNT | SOURCE |
|---|---|

**3. Payments to creditors**

None ☐ a. List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than $600 to any creditor, made within 90 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF CREDITOR | DATES OF PAYMENTS | AMOUNT PAID | AMOUNT STILL OWING |
|---|---|---|---|

None ☐ b. List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR | DATE OF PAYMENT | AMOUNT PAID | AMOUNT STILL OWING |
|---|---|---|---|

**4. Suits and administrative proceedings, executions, garnishments and attachments**

None ☐ a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| CAPTION OF SUIT AND CASE NUMBER | NATURE OF PROCEEDING | COURT OR AGENCY AND LOCATION | STATUS OR DISPOSITION |
|---|---|---|---|

None ☐ b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED | DATE OF SEIZURE | DESCRIPTION AND VALUE OF PROPERTY |
|---|---|---|

**5. Repossessions, foreclosures and returns**

None ☐ List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF CREDITOR OR SELLER | DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN | DESCRIPTION AND VALUE OF PROPERTY |
|---|---|---|

**6. Assignments and receiverships**

None ☐ a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF ASSIGNEE | DATE OF ASSIGNMENT | TERMS OF ASSIGNMENT OR SETTLEMENT |
|---|---|---|

None ☐ b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF CUSTODIAN | NAME AND LOCATION OF COURT CASE TITLE & NUMBER | DATE OF ORDER | DESCRIPTION AND VALUE OF PROPERTY |
|---|---|---|---|

7. **Gifts**

None ☐ List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than $200 in value per individual family member and charitable contributions aggregating less than $100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF PERSON OR ORGANIZATION | RELATIONSHIP TO DEBTOR, IF ANY | DATE OF GIFT | DESCRIPTION AND VALUE OF GIFT |
|---|---|---|---|

8. **Losses**

None ☐ List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case **or since the commencement of this case.** (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| DESCRIPTION AND VALUE OF PROPERTY | DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS | DATE OF LOSS |
|---|---|---|

9. **Payments related to debt counseling or bankruptcy**

None ☐ List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

| NAME AND ADDRESS OF PAYEE | DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR | AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY |
|---|---|---|

**10. Other transfers**

None ☐ a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR | DATE | DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED |
|---|---|---|

**11. Closed financial accounts**

None ☐ List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF INSTITUTION | TYPE AND NUMBER OF ACCOUNT AND AMOUNT OF FINAL BALANCE | AMOUNT AND DATE OF SALE OR CLOSING |
|---|---|---|

**12. Safe deposit boxes**

None ☐ List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY | NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY | DESCRIPTION OF CONTENTS | DATE OF TRANSFER OR SURRENDER, IF ANY |
|---|---|---|---|

**13. Setoffs**

None ☐ List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

| NAME AND ADDRESS OF CREDITOR | DATE OF SETOFF | AMOUNT OF SETOFF |
|---|---|---|

**14. Property held for another person**

None ☐ List all property owned by another person that the debtor holds or controls.

| NAME AND ADDRESS OF OWNER | DESCRIPTION AND VALUE OF PROPERTY | LOCATION OF PROPERTY |
|---|---|---|

**15. Prior address of debtor**

None ☐ If the debtor has moved within the two years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

| ADDRESS | NAME USED | DATES OF OCCUPANCY |
|---|---|---|

The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within the two years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or otherwise self-employed.

*(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within the two years immediately preceding the commencement of this case.)*

**16. Nature, location and name of business**

None ☐ a. If the debtor is an individual, list the names and addresses of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the two years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the two years immediately preceding the commencement of this case.

b. If the debtor is a partnership, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities, within the two years immediately preceding the commencement of this case.

c. If the debtor is a corporation, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities within the two years immediately preceding the commencement of this case.

| NAME | ADDRESS | NATURE OF BUSINESS | BEGINNING AND ENDING DATES OF OPERATION |
|---|---|---|---|

d. Identify any business listed in response to subdivision a., b., or c., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

| NAME | ADDRESS |
|---|---|

---

**17. Books, records and financial statements**

None ☐ a. List all bookkeepers and accountants who within the six years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

| NAME AND ADDRESS | DATES SERVICES RENDERED |
|---|---|

None ☐ b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

| NAME | ADDRESS | DATES SERVICES RENDERED |
|---|---|---|

None ☐ c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

| NAME | ADDRESS |
|---|---|
| | |

None ☐ d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the two years immediately preceding the commencement of this case by the debtor.

| NAME AND ADDRESS | DATE ISSUED |
|---|---|
| | |

**18. Inventories**

None ☐ a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

| DATE OF INVENTORY | INVENTORY SUPERVISOR | DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis) |
|---|---|---|
| | | |

None ☐ b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

| DATE OF INVENTORY | NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS |
|---|---|
| | |

**19. Current Partners, Officers, Directors and Shareholders**

None ☐ a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

| NAME AND ADDRESS | NATURE OF INTEREST | PERCENTAGE OF INTEREST |
|---|---|---|
| | | |

None ☐ b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting securities of the corporation.

| NAME AND ADDRESS | TITLE | NATURE AND PERCENTAGE OF STOCK OWNERSHIP |
|---|---|---|

**20. Former partners, officers, directors and shareholders**

None ☐ a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

| NAME | ADDRESS | DATE OF WITHDRAWAL |
|---|---|---|

None ☐ b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

| NAME AND ADDRESS | TITLE | DATE OF TERMINATION |
|---|---|---|

**21. Withdrawals from a partnership or distributions by a corporation**

None ☐ If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

| NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR | DATE AND PURPOSE OF WITHDRAWAL | AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY |
|---|---|---|

* * * * * *

*[If completed by an individual or individual and spouse]*

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date _____ Signature _____
of Debtor

Date _____ Signature _____
of Joint Debtor
(if any)

---

**CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)**

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

_____ _____
Printed or Typed Name of Bankruptcy Petition Preparer Social Security No.

_____

_____
Address

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

X_____ _____
Signature of Bankruptcy Petition Preparer Date

***A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 156.***

---

*[If completed on behalf of a partnership or corporation]*

I, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date _____ Signature _____

_____
Print Name and Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

____ continuation sheets attached

*Penalty for making a false statement: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571*

# INSTRUCTIONS FOR COMPLETING OFFICIAL FORM 7

# STATEMENT OF FINANCIAL AFFAIRS

## I. INTRODUCTION

The Statement of Financial Affairs provides a summary of the debtor's financial history, transactions, and operations over certain periods of time before the commencement of this case, as specified in the questions. It is important for debtors to pay special attention to these different time periods as requested in the items below. For example, when an item asks the debtor to list payments made to creditors within 90 days of the commencement of this case, that means the debtor should list only those payments to creditors made during the 90-day period before the date of the filing of the bankruptcy petition.

This form should be cross-checked for consistency with assets listed in Schedule A (real property), Schedule B (personal property), and Schedule G (executory contracts and unexpired leases).

The Statement of Financial Affairs must be completed by all debtors.

Items 1-15 should be completed by all debtors. In addition, items 16-21 are to be completed by debtors that are or have been in business. Official Form 7 provides definitions for the terms "in business" and "insider."

If the answer to any numbered item in the form is "None," or the question is not applicable, the debtor should mark the box labeled "None." In the event sufficient space is not provided to fully answer any questions, the debtor should use continuation sheets and attach them to the form. Each continuation sheet should be clearly marked with the corresponding number of the question from the form.

## II. APPLICABLE LAW AND RULES

The Bankruptcy Code and Federal Rules of Bankruptcy Procedure (referred to as "Bankruptcy Rules" or "Fed. R. Bankr. P.") require a debtor to perform many duties. One such duty is to file a statement of financial affairs. 11 U.S.C. § 521(1); Fed. R. Bankr. P. 1007(b)(1). This statement must be filed with the bankruptcy petition in a voluntary case, or if the petition is accompanied by a list of all the creditors and addresses, within 15 days after the filing of the petition. Fed. R. Bankr. P. 1007(c). In an involuntary case, the debtor must file the statement of financial affairs within 15 days after the entry of the order for relief, i.e., a court order that places the debtor in an involuntary bankruptcy case. Id.

An extension of time for filing the statement may be granted by the court only on motion for cause shown and on notice to the United States trustee, any committee, trustee, examiner, or other party as directed by the court. Id.

A statement filed before the case is converted to chapter 7 will be treated as filed in the chapter 7 case, unless the court directs otherwise. Fed. R. Bankr. P. 1019(1).

At any time before the case is closed, a statement of financial affairs may be amended by the debtor as a matter of course. Fed. R. Bankr. P. 1009(a). The debtor must give notice of the amendment to the trustee and any entity affected by the amendment.

## III. DIRECTIONS

Items 1-15 are to be completed by all debtors.

### 1. Income from Employment or Operation of Business

This item requires the debtor to state the gross amount of income received from employment, trade, or profession, or from operation of the debtor's business. Debtors should note that the information is required for the following two time periods: (1) from the beginning of this calendar year to the date of the commencement of the case, and (2) two years before the calendar year in which the case is commenced. The form allows debtors to use a fiscal year rather than a calendar year, if necessary. The amount and source of the income should be listed for each time period. Spouses that have filed a joint petition should list the income for each spouse separately. Married chapter 12 and 13 debtors must list the income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

### 2. Income Other than from Employment or Operation of Business

All other income, other than from employment, trade, or profession, or from operation of the debtor's business, that the debtor received during the two years before the commencement of the case should be disclosed under item 2. This category may include, but is not limited to, income from tax refunds, Social Security and other public benefit payments, alimony, child support, interest, dividends, pensions, annuities, capital gains, money judgments from lawsuits, royalties, licenses, rents, leases, and subleases. The amount and source of the income should be listed in the space provided. Spouses that have filed a joint petition should list the income for each spouse separately. Married chapter 12 and 13 debtors must list the income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

### 3. Payments to Creditors

Item 3 directs the debtor to list payments to creditors within two specific time periods. Debtors should include payments to creditors on secured and unsecured debt. Married chapter 12 and 13 debtors must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

a. All payments on loans, installment purchases of goods or services, and other debts, the total of which is more than $600 paid to any creditor, made within 90 days before the commencement of the bankruptcy case, should be listed under item 3(a).

b. All payments, made within one year before the commencement of the bankruptcy case that were made either to a creditor or for the benefit of a creditor who is or was an insider, should be listed under item 3(b). The definition of an "insider" appears on the form.

Each creditor should be listed separately with the date of each payment, amount of each payment, and balance still owing on the debt. The relationship of the creditor to the debtor should be disclosed under item 3(b).

**4. Suits, Administrative Proceedings, Executions, Garnishments, and Attachments**

In Item 4(a) the debtor must list all law suits and administrative proceedings, to which the debtor was a party within one year before filing the bankruptcy case. This includes, but is not limited to, divorce proceedings and state and federal administrative proceedings. Debtors must list each suit or administrative proceeding and case number separately, a description of the nature of the proceeding, the court or agency and location of the proceeding, and the status of any pending proceeding or the disposition (final result) of any proceeding. Married chapter 12 and 13 debtors must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Item 4(b) requests the debtor to describe all property that has been attached, garnished, or seized under any legal or equitable process within one year before the commencement of the bankruptcy case. This includes, but is not limited to, wage garnishments, tax liens, and workmens' liens. Debtors should list separately the name and address of each person or entity for whose benefit property was attached, garnished, or seized, the date of such action, and a description and value of the property. Married chapter 12 and 13 debtors must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**5. Repossessions, Foreclosures, and Returns**

Debtors should list all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year before the commencement of the case. The name and address of each creditor or seller, the date of repossession, foreclosure, sale, transfer, or return, and a description and value of the property should be included. This item would include repossession or voluntary return of any personal property, such as vehicles, tools, or household goods, as well as foreclosure and sale of any real estate. Married chapter 12 and 13 debtors must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Official Form 7
continued

**6. Assignments and Receiverships**

Item 6(a) asks the debtor to describe any as. ignment of property for the benefit of creditors made within 120 days before the commencement of the case. The name and address of the assignee, date of assignment, terms of the assignment or settlement should also be described.

Married chapter 12 and 13 debtors must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Item 6(b) asks the debtor to list all property which has been in the hands of a custodian, receiver, or court-appointed official within one year before the commencement of the case. The name and address of the custodian, the name and location of the court, case title, case number, the date of the order, and a description and the value of the property should be included. This does not include a chapter 7 bankruptcy trustee. Married chapter 12 and 13 debtors must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**7. Gifts**

The debtor must list all gifts or charitable contributions made within one year before the commencement of the case, except ordinary and usual gifts to family members that total less than $200 in value per person and charitable contributions that total less than $100 per recipient. The name and address of the person or organization, relationship to the debtor, date of the gift, and a description and the value of the gift must be listed. Item 7 includes both cash and non-cash items. Married chapter 12 and 13 debtors must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**8. Losses**

Debtors must list all losses from fire, theft, other casualty, or gambling within one year before the commencement of the case or since the commencement of the case. Debtors should describe the property and state its value, describe the circumstances of the loss, and explain if any loss was covered in whole or in part by insurance. The date of the loss should also be included. Pending claims from insurance coverage should also be included on Schedule B. Married chapter 12 and 13 debtors must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**9. Payments Related to Debt Counseling or Bankruptcy**

This item requires debtors to list all payments made to or property transferred by or on behalf of the debtor to any person, including attorneys and persons who are not attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law, or preparation of a bankruptcy petition within one year before the commencement of the case. Debtors are requested to include the name and address of the person or entity paid, the date of the payment, the name of the payor if other than the debtor, the amount of money paid or a description and value of the property.

**10. Other Transfers**

Item 10 requires the debtor to list all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within one year before the commencement of the case. The name and address of the person or entity that received the property, and the relationship to the debtor should be listed. Any security interest that meets the foregoing criteria should be listed. The date of the transfer, a description of the property transferred, and the value received should also be included. Married chapter 12 and 13 debtors must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**11. Closed Financial Accounts**

In Item 11 the debtor must list all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year before the commencement of the case. These include checking, savings, or other financial accounts, certificates of deposit, or other instruments, shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses, and other financial institutions. Other examples include any Individual Retirement Accounts (commonly called "IRAs"), mutual funds, bonds, savings plans, and annuities. Debtors should list the name and address of the institution, type and number of the account, amount of the final balance, and the amount and the date of any sale or closing. Married chapter 12 and 13 debtors must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**12. Safe Deposit Boxes**

Item 12 requires the debtor to list each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year before the commencement of the case. Debtors are asked to include the name and address of the bank or depository, the names and addresses of those with access to the box or depository, a description of the contents, and the date of any transfer or surrender. Married chapter 12 and 13 debtors must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Official Form 7
continued

**13. Setoffs**

Item 13 asks the debtor to list all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days before the commencement of this case. A "setoff" is when part or all of a debt owed by the debtor to the creditor is "canceled out" by a pre-existing debt owed by the creditor to the debtor. Since certain pre-petition setoffs taken by a creditor may be subject to recovery by the bankruptcy estate, it is important that all setoffs be accounted for in this form. Debtors must include the name and address of the creditor, the date of setoff, and the amount of the setoff. Married chapter 12 and 13 debtors must include information concerning transactions of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

**14. Property Held for Another Person**

Item 14 directs the debtor to list all property owned by another person that the debtor holds or controls. Debtors should list the name and address of the owner, a description and the value of the property, and the location of the property. Examples of this type of property may include property the debtor holds or controls in the capacity of a trustee, as a bailee, or property on consignment.

**15. Prior Address of Debtor**

Debtors that have moved within the two years before the commencement of the case must list all premises which the debtor occupied during that period and vacated prior to the commencement of the bankruptcy case. Spouses filing a joint petition should list any separate addresses individually for each spouse, including the name used and the dates of occupancy.

**Questions 16 - 21:**

Items 16-21 are to be completed by individual debtors, joint debtors, corporations, and partners (other than a limited partner) of a partnership that are or have been "in business," as defined on the form. An individual or joint debtor should complete items 16-21 **only** if the debtor is or has been in business, as defined on the form, within the two years before the commencement of the case. Care should be used to provide information for the years specified in each item. Additional sheets may be attached, if necessary. All non-business debtors should proceed to "Signatures of Debtors" below.

**16. Nature, Location, and Name of Business**

a. Individual debtors must list the names and addresses of all businesses in which the debtor was an officer, director, partner (other than a limited partner) of a partnership, or managing executive of a corporation, partnership, sole proprietorship, or a self-employed professional, within the two years before the filing of the voluntary bankruptcy petition or the order for relief

in an involuntary case. In addition, the debtor must list the names and addresses of all businesses in which the debtor owned five percent or more of the voting or equity securities, within the same two years before the commencement of the case.

b. Partnership debtors are asked to list the names and addresses of all businesses in which the debtor was a partner or owned five percent or more of the voting securities, within the two years before the commencement of the case.

c. Corporate debtors are asked to list the names and addresses of all businesses in which the debtor was a partner or owned five percent or more of the voting securities, within the two years before the commencement of the case.

All of the above types of debtors should state the name, address, nature of the business, and the beginning and ending dates of operation in the spaces provided.

**17. Books, Records, and Financial Statements**

a. Business debtors must list all bookkeepers and accountants who kept or supervised the keeping of books of account and records of the debtor, within the six years before the filing of the bankruptcy case. The name, address, and dates of services rendered should be placed in the space provided.

b. Business debtors must list all firms or individuals who have audited the books of account and records or prepared a financial statement of the debtor, within the two years before the filing of the bankruptcy case. The name, address, and dates of services rendered should be placed in the space provided.

c. All firms or individuals who were in possession of the books of account and records of the debtor, at the time of the commencement of this case, should be listed. The name and address of the firms or individuals should be placed in the space provided.

d. All financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement, within the two years before the commencement of the case, should be listed. The name and address of the entity and the date the financial statement was issued should be placed in the space provided.

**18. Inventories**

a. State the dates of the last two inventories taken of the debtor's property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory. Space is provided for the date of each inventory, the inventory supervisor, and the dollar amount. Debtors are asked to specify the cost, market or other basis.

Official Form 7
continued

b. State the name and address of the person having possession of the records of each of the two inventories reported in item 18(a) above. Space is provided to list the date of the inventory and the name and address of the custodian of the inventory records.

**19. Current Partners, Officers, Directors, and Shareholders**

a. Partnership debtors must list the nature and percentage of the partnership interest of each partner (member of the partnership), including general partners and limited partners. Space is provided to list the name and address, nature of the interest, and percentage of the partnership interest of each member of the partnership.

b. Corporate debtors must list all officers and directors of the corporation and each stockholder, who directly or indirectly owns, controls, or holds five percent or more of the voting securities of the corporation. Space is provided to list the name and address, title, and nature and percentage of stock ownership.

**20. Former Partners, Officers, Directors, and Shareholders**

a. Partnership debtors must list each partner (member of the partnership), including general partners and limited partners, that withdrew from the partnership within one year before the commencement of the case. Space is provided to list the name, address, and date of withdrawal.

b. Corporate debtors must list all officers or directors whose relationship with the corporation terminated within one year before the commencement of the case. Space is provided for the name and address, title, and date of termination.

**21. Withdrawals from a Partnership or Distributions by a Corporation**

Partnership debtors and corporate debtors must disclose all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised, and any other benefit during one year before the commencement of the case. Space is provided to list the name and address of the recipient, relationship to the debtor, the date and purpose of the withdrawal, and the amount of money or a description and value of any applicable property.

**Signatures of Debtors**

It is very important that all debtors sign and date the Statement of Financial Affairs. Both spouses should sign in a joint case. By signing the Statement of Financial Affairs, the debtor(s) is declaring, under penalty of perjury, that the information in the form is true and correct.

**Certification and Signature of Non-Attorney Bankruptcy Petition Preparer**

The Statement of Financial Affairs is a "document for filing" that may be prepared by a "bankruptcy petition preparer" as defined in 11 U.S.C. § 110. Accordingly, a signature line for such preparer is provided. In addition to signing and dating the form, a bankruptcy petition preparer is required by section 110 to disclose the information requested. If more than one person prepared the document, additional signed sheets conforming to the certification on the Official Form must be attached for each person.

**Signature of Individual Signing on Behalf of a Partnership or Corporation**

There is also a section for the partnership or corporate debtor. Individuals and joint debtors should leave this space blank. The individual authorized by the debtor entity (partnership, corporation, etc.) to file the petition should sign the Statement of Financial Affairs on behalf of the debtor and include the individual's name, title, and the date on the lines provided. The authorized agent of a debtor corporation or debtor partnership should indicate the agent's position or relationship to the debtor. By signing the petition, the authorized individual is representing that the information in the Statement of Financial Affairs is true and correct.

**Continuation Sheets**

Debtors should count the number of continuation sheets and place that number in the space provided. Continuation sheets should be attached to the Statement of Financial Affairs.

**[This page is blank]**

Stanford Williams 9-19-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT ____
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 19 day of Sept. in the year of our Lord, one thousand nine hundred 94. before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared William Stanford as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said DeT the sum of 5000 00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 5000 00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden DeT shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for DP

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said DeT and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

William Stanford
Signature

[redacted]
Social Security Number

234538-D
Bond Number

G122492
Complaint Number

8-23-94 Marrero
Arrest Date Place

9-19-94 JPCC
Release Date Place

7-24-73 W/m
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: L Marcotte

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

Stanford Williams 9-19-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☐

JPSO ITEM # H2253794 DEPOSIT # _____
BOND # 234535-D BOND $ 10,000.00

1ST PARCT. ☐ 2ND PAR. CT. ☐ OTHER: _____

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

Stanford Williams J. A/m BIRTH DATE 7-26-73 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #

[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 40-967 (a) $ 10,000.00
LIST CRIME/S AND BOND/S.

ON 9-23-94 AT 540 Jenza Rd. Marrero
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-19-94 AT 3:04 A.M. ☐ P.M. ☑ LOCK UP: EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Ten Thousand ($ 10,000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Langridge, Scarlett A. 11-13-76 [redacted] 79030 362-2270
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Scarlett A. Langridge
SIG. SURETY #1

[redacted]

X SIG. SURETY #2

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X William Stanford
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY: _____

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J. Patterson, JUDGE OF 24th Jud. A.M. ☐

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ P.M. ☐ A.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ P.M. ☐

X Dep. Myra L. Wells 8436 X
PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Courtesy Release
9-2-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT

JPSO ITEM # H-15769-94 DEPOSIT #
BOND # 352336-D BOND $ 3000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Esubio, Stanley (DEFENDANT) LAST FIRST MI BIRTH DATE M/M 3-11-59 (MONTH DAY YEAR) SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF WAS 14:69(A), WAS 14:67(A)
LIST CRIME/S AND BOND/S
ON 9-1-94 (DATE) AT 3401 Edenborn (LOCATION)
AND HAVING BEEN RELEASED ON 9/2/94 (DATE) AT 12:10 (TIME) A.M. ☒ P.M. ☐ LOCK UP EAST ☐ WEST ☒

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Three Thousand ($ 3,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES; ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

FILED FOR RECORD 1994 SEP 7 PM 3:03 DEPUTY CLERK PARISH OF JEFFERSON

X SIG. SURETY #1 X SIG. SURETY #2
ADDRESS ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.B. Cortez, JUDGE OF 24th Jud. Ct.
COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt. P. Labarde ON 9-1-94 AT 11:00 A.M. ☐ P.M. ☒
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Deb L. Tebbel 100908 X
PREPARED BY PAYROLL # SURETY

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pi

HP Ex. 350 (02)

Gaudyn Stanley 9-2-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 1st day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Stanley Gaudyn as principal, and **AMWEST SURETY INS. CO.** as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said ____, the sum of 300 Dollars

The said **AMWEST SURETY INS. CO.** the sum of 300 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden ____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for ____

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said ____ and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]

Social Security Number

352235-D
Bond Number

H 157692
Complaint Number

9-1-94 3101 Edwards
Arrest Date Place

9-2-94 JPCC
Release Date Place

3-12-59 N/A
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: ____

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR RECORD
PM 2 37
SEP 1994
PARISH CLERK OF COURT
JEFFERSON, LA.

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1979
CALIFORNIA

SEP 1994
RECEIVED
L.P.S.O.

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 2nd day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Elizah Mitchell as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said DJ the sum of 1500.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 1500.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden DJ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 34.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said DJ and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]

Social Security Number

252302-D
Bond Number

I-50028-94
Complaint Number

9/1/94 211 Wayne ST
Arrest Date Place

9/2/94 JPCC
Release Date Place

9/29/68 N/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
**POST OFFICE BOX 4500**
**WOODLAND HILLS, CALF. 91365**
**BY:**

**AGENT**

**BAIL BONDS UNLIMITED INC.**
**221 DERBIGNY STREET**
**GRETNA, LOUISIANA 70053**
**TELEPHONE: (504) 368-2245**

FILED FOR RECORD
94 SEP 7 PM 2
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1976
CALIFORNIA

SEP 1994
RECEIVED
J.P.S.O.

HP Ex. 350 (03)

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I-50098-94 DEPOSIT #
BOND # 252303-D BOND $ 23,500.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Mitchell, Elisah N/m BIRTH DATE 9/29/68 [redacted]
DEFENDANT'S LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT.# CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF RS 14-34.1
LIST CRIME/S AND BOND/S
ON 9/1/94 AT 1211 Weyer St Gretna
DATE LOCATION
AND HAVING BEEN RELEASED ON 9/2/94 AT 1206 A.M. ☐ P.M. ☐ EAST ☐ LOCK UP WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Three Thousand Five Hundred ($ 23,500.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Brown, Frank 9/8/59 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Frank Brown X
SIG. SURETY #1 SIG. SURETY #2
[redacted]
ADDRESS ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X
DEF'S SIGNATURE - FOR ALL BONDS DEF. POSTED OWN CASH ☐ OR POSTED BY:
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE JD Parteous, JUDGE OF 24TH Judicial
COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt. P. Dukomes ON 9/2/94 AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

## BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # H5151294 DEPOSIT # _____
BOND # 2523380 BOND $ 22500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Barge Joyce — N/F BIRTH DATE 10-3-47 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14:34
LIST CRIME/S AND BOND/S

ON 9-1-94 AT 100 Dalhonde
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-2-94 AT 8:12 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF twenty two thousand five hundred ($ 22500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE ____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

### PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
LAMARK MARTHA B. 1-6-27 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

### DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Mrs Martha Lamark
SIG. SURETY #1 X SIG. SURETY #2
ADDRESS [redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Joyce Barge DEF. POSTED OWN CASH ☐ OR POSTED BY: _____
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep Still ON 9-2-94 AT 5:55 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

DLL # X Dep [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

-Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 350 (04)

Barge Joyce 9-2-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 2nd day of Sept. in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Joyce Barge as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Cel the sum of 2500 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Cel shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 34 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Cel and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Joyce M. Barge
Signature

[redacted]
Social Security Number

2523390
Bond Number

H5151294
Complaint Number

9-2-94 Gretna
Arrest Date Place

9-2-94 Gretna
Release Date Place

10-3-47 N/F
Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: L. Naicotte

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR RECORD
34 SEP 7 PM 2 47
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1975
CALIFORNIA

SEP 1994
RECEIVED
J.P.S.O.

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 7 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Leonard McNeely as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $5,000.00 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of $5,000.00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 86

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Leonard L. McNeely Jr.

Bond Number: 258453-D

Complaint Number: H5056594

Arrest Date: 8-8-94 Place: Gretna

Release Date: 9-4-94 Place: JPCC

Date of Birth: 8-3-71 W/M

[redacted]

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR RECORD 94 SEP 7 PM 2 48
DEPUTY CLERK, JEFFERSON PARISH, LA.

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

1/10 Hally Stewart
9/9-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON,
24TH JUDICIAL COURT ☒

JPSO ITEM # H 505594 DEPOSIT # _____
BOND # 252454 BOND $ 45,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, McNeely, Leonard T. W. m. BIRTH DATE 8-3-71 [redacted] SECURITY # [redacted] HAVING BEEN
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR

ARRESTED FOR THE CRIME(S) OF R.S. 14:80
LIST CRIME/S AND BOND/S

ON 9-2-94 AT 100 Delhonde St
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-4-94 AT 7:45 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Forty Five Thousand ($45,000) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ___ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Alexi, Vincent J. 3-29-40 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
Alexi, Patricia M. 8-17-53 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Vincent Alexi — SIG. SURETY #1 [redacted]
X Patricia M. Alexi — SIG. SURETY #2 [redacted]
ADDRESS VERIFIED BY DEPUTY _____
X Leonard T. McNeely — DEF'S SIGNATURE - FOR ALL BONDS
DEF. POSTED OWN CASH ☐ OR POSTED BY _____
LAST FIRST FULL ADDRESS TELE #

J.P.S.O. 3456789 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J. R. Porteous, JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep E. Still ON 9-4-94 AT 6:10 pm A.M. ☐ P.M. ☑

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY _____ PAYROLL # _____ X Dep E. Still SUPERVISOR'S APPROVAL 38646 PAYROLL #

JPSO 9-18274 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 10th day of Sept. in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Dwayne Sarah as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Cl the sum of 2,000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Cl shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 34 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Cl and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Dwayne Sarah
Signature

[redacted]
Social Security Number

252557-D
Bond Number
I-05023-94
Complaint Number
9-5-94 33 Jress Ln,
Arrest Date Place
9-6-94 J.P.C.C.
Release Date Place
8-13-77 W/M
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: L. Doucette

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

Sarah Eugene 9-6-94

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I-05023-94 DEPOSIT # _____
BOND # 252556-D BOND $ 5750.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, SARAH (DEFENDANT) LAST EUGENE FIRST MI W/M BIRTH DATE 8 13 77 MONTH DAY YEAR [redacted] SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14:34, 14:35 (1ST CRIME/S AND BOND/S)
ON 9-5-94 (DATE) AT 33 IRIS Ln. (LOCATION)

AND HAVING BEEN RELEASED ON 9-6-94 (DATE) AT 1635 pm (TIME) A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand Seven Hundred Fifty 5750.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
TROSCLAIR GILBERT A. 4-29-71 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Gilbert A. Trosclair Jr. SIG. SURETY #1 X SIG. SURETY #2
[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY
X Eugene Sarah DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD. PORTEOUS JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY DEP. E. STILL ON 9-6-94 AT 3:40 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. J. Rudy 100245 X
PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

STATE OF LOUISIANA
PARISH OF JEFFERSON

# APPEARANCE BOND

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 12 day of SEPT in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared SHARON SUTTLE as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 6000 00 Dollars,
The said AMWEST SURETY INS. CO., the sum of 6000 00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for ATT 27/67, ATT 68 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: L Sharon Suttle

[redacted]
Social Security Number

Bond Number: 234484-D
Complaint Number: E10722 94
Arrest Date: 9-6-94 Place: Gretna
Release Date: 9-12-94 Place: OPCC
Date of Birth: 12-21-74 N/M

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD
94 SEP 20 AM 9 48
CLERK OF COURT

Suttle, Shawn 9/12/94

STATE OF LOUISIANA
Parish of Jefferson
GRETNA, LA.

# 24th Judicial District Court for the Parish of Jefferson

**BE IT REMEMBERED,** That on this 9th day of September in the year of our Lord, one thousand, nine hundred and 94, before me, Harry Lee Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Shawn Suttle as principal, and

as suret who severally acknowledge themselves indebted, and owe to HONORABLE CHARLES ROEMER, Governor of the State of Louisiana, and his successor in office, in the several sums following, that is to say:

The said Shawn Suttle Principal the sum of ~~20600~~ 14000 Dollars,
The said Beatrice Battle Chapman Surety the sum of ~~20600~~ 14000 Dollars,
The said Surety the sum of Dollars,
The said the sum of Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

**UPON CONDITION,** nevertheless, that if the above bounden def shall be and appear before the Hon. 24th Judicial District Cout of the State of Louisiana, to be held at the District Court House, in the Parish of Jefferson, on To the be day of notified, A.D. 19__, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for att 27/67 + 14-102
att 62

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

Principal X Shawn Suttle
Surety X Beatrice Battle Chapman
Surety X Shawn Suttle

SEP 1994 RECEIVED J.P.S.O.

BOND NO. 234483-D
COMPLAINT NO. E1072294
DATE 9-12-94
DEPOSIT NO.
DATE OF BIRTH 12-21-94 N/A
ARREST DATE 9-6-94 PLACE Dr
RELEASE DATE 9-12-94 PLACE JPCC

ASSESSMENT
LOT 18
SQ. 49
SUB. Mechanicsham
LAND
IMP
TOTAL 2060
EXEMPT.
C.O.B. NO. 213/74

CONVEYANCE & MORTGAGE CERTIFICATE ATTACHED

APPROVED for $14,000
JUDGE—24TH JUDICIAL DIST. CT.

FILED FOR RECORD
SEP 20 AM 9 48
PARISH OF JEFFERSON, LA.
DEPUTY CLERK

VERIFIED BY L. Lefort
DY. SHERIFF

JPRO 2.208 FB

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 7 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Johnny Pena as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said PEK the sum of $ 3.000 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden PEK shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 95, 27, 56

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said PEK and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

PRINCIPAL: [redacted]
Social Security Number

2-5-2603-0
Bond Number
8-18-94
Complaint Number
Arrest Date: 8-17-94 Place: Spec
Release Date: 3-23-62 Place: Spec
Date of Birth: W/M

SURETY: AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [illegible]

AGENT: BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # B-18302-94 DEPOSIT #
BOND # 252608-D BOND $ 7,500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Pena, Johnny w/m — BIRTH DATE 3-23-62 [redacted]
(DEFENDANT) LAST FIRST MI DOB DL # or SS # SECURITY #
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14-95 14-94 14-56 14-37
LIST CRIME/S AND BOND/S
ON 9-7-94 AT 100 Dolhond
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-7-94 AT 12:25 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seven thousand five hundred ($ 7,500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Velasquez, Judith 10-12-61 [redacted] 361-5720
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Judy Velasquez
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

ADDRESS VERIFIED BY DEPUTY

X Johnny Pena
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD Porteouse, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dr Forges ON 9-7-94 AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X [signature] 93540
PREPARED BY PAYROLL #

X
SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 8th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Michael Pure as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Ely the sum of 1500.00 Dollars,
The said **AMWEST SURETY INS. CO.**, the sum of 1500.00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ely shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for _____

(or)

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ely and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Michael Pure

[redacted]
Social Security Number

Bond Number: 2526790
Complaint Number: I633494
Arrest Date: 9-7-94 Place: MSB
Release Date: 9-8-94 Place: Gretna
Date of Birth: 12-6-63 W/M

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR RECORD
SEP 2 pm 1 95
CLERK
SHERIFF OF JEFFERSON PARISH, LA.

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1979
CALIFORNIA

SEP 1994
RECEIVED
J.P.S.O.

FOR WHERE 9-8-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I633494 DEPOSIT #
BOND # 252678D BOND $ 8500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Pare Michael — W/M BIRTH DATE 12-6-63 [redacted]
DEFENDANT: LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-67
LIST CRIME/S AND BOND/S

ON 9-7-94 AT 904 Daniel Dr
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-8-94 AT 9:58 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF eight thousand five hundred ($ 8500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
FAVALORA WANDA M. 2-24-59 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Wanda Favalora X SIG. SURETY #2
[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Michael Pare DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS

LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Parsons, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Jeff Robinson ON 9-8-94 AT 8:12 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY PAYROLL # X SUPERVISOR APPROVAL 96388 PAYROLL #

JPSO 0-18/14 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Hensley Renie 9-8-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I97094 DEPOSIT # _____
BOND # 252-682D BOND $ 5000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Hensley Renie — N/M BIRTH DATE 10-6-65 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SECURITY #
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 40-967 (c)(2)
LIST CRIME/S AND BOND/S
ON 9-1-94 AT 6200 Field
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-8-94 AT 9:56 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand ($ 5000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Scott Barbara H. 5-3-44 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Barbara Scott
SIG. SURETY #1 SIG. SURETY #2

[redacted]
ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Renie Hensley
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt Robinson ON 9-8-94 AT 8:07 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep 96388
SUPERVISOR APPROVAL PAYROLL #

Deputy Pink-Defendant Gold-Surety

HP Ex. 350 (10)

Hensley Renee 9-8-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 8 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Renie Hensley as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 5000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 5000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 967 PS

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Renie Hensley
Signature

[redacted]
Social Security Number

252683D
Bond Number

I97094
Complaint Number

9-1-94 Marrero
Arrest Date Place

9-8-94 Gretna
Release Date Place

10-6-55 N/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1976
CALIFORNIA

FILED FOR RECORD
94 SEP 14 PM 4 18
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

SEP 1994
RECEIVED
J.P.S.O.

Exhibit Detail
9-10-94

**BOND FORM**

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

JPSO ITEM # I 8138894 DEPOSIT #
BOND # 252796D BOND $ 7600

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Bardell, Donald N. Jr. BIRTH DATE 4-23-77 [redacted] SECURITY # [redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14-34 34.2, 34.2, 108
LIST CRIME/S AND BOND/S
ON 9-9-94 DATE AT 455 31st. St. LOCATION
AND HAVING BEEN RELEASED ON 9-10-94 DATE AT 11:45 TIME A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seventy Six Hundred ($ 7600.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION — PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
GOINER Emily D. 7-31-23 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED WIS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Emily Goiner [redacted] X SIG. SURETY #2
ADDRESS
X Donald Bardell DEF'S SIGNATURE - FOR ALL BONDS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ — PRETRIAL RELEASE PROGRAM-ATTN CLERK OF COURT ☐
OF HONORABLE J.D. Fortemis, JUDGE OF 24th Judicial
COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREV
JPSO :
X Alvin J. Barraza 450 43
SUPERVISOR'S APPROVAL PAYROLL #
ity Pink-Defendant Gold-Surety

HP Ex. 350 (11)

Bardell Donald 9-10-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 10th day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Donald Bardell as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Pll the sum of $3000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $ _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Pll shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 34 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Pll and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Donald Bardell
Signature

[redacted]
Social Security Number

252797D
Bond Number

I 8138894
Complaint Number

9-9-94 Kenner
Arrest Date Place

9-10-94 JPCC
Release Date Place

4-23-77 N/M
Date of Birth

**SURETY** **AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT** **BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

PARISH OF JEFFERSON, LA.
DEPUTY CLERK
94 SEP 14 PM 2 19
FILED FOR RECORD

SEP 1994 RECEIVED J.P.S.O.

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I 5010094 DEPOSIT #
BOND # 2527260 BOND $ 10,500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Ahmad, Hussein ALC. W BIRTH DATE 8-15-72 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR

[redacted] HAVING BEEN

ARRESTED FOR THE CRIME(S) OF RS 14-71 .5 cts., RS 14-67
LIST CRIME(S) AND BOND(S)

ON 9-9-94 AT 1005 Gaetna Bd
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-9-94 AT 9:20 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Ten thousand five hundred 10,500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Ahmad, Tatsin H. 3-29-55 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] H. Ahmad
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Casey [signature]
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

PARISH OF JEFFERSON LA
DEPUTY CLERK
LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN. CLERK OF COURT ☐

OF HONORABLE [signature] JUDGE OF 24th Jud.

COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 9-9-94 AT 9:20 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X [signature] X [signature] 38646
SUPERVISOR'S APPROVAL PAYROLL #

JPS Deputy Pink-Defendant Gold-Surety

HP Ex. 350 (12)

Ahmad Hussein 9-9-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 9 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Hussein Ahmad as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 3500.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 3500.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 71 5 cts

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Casey [signature]

Social Security Number: [redacted]

Bond Number: 252725-D

Complaint Number: 50 10094

Arrest Date: 9-9-94 Place: Gretna

Release Date: 9-9-94 Place: JPCC

Date of Birth: 9-15-72 Wm

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD
94 SEP 14 PM 2 20
DEPUTY CLERK
PARISH OF JEFFERSON LA

SEP 1994 RECEIVED J.P.S.O.

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ 24TH JUDICIAL DISTRICT COURT
- ☐ FIRST PARISH COURT
- ☐ SECOND PARISH COURT
- ☐ OTHER _____

BE IT REMEMBERED, That on this 9 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Hussein Ahmad as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 3500.00 Dollars,
The said AMWEST SURETY INS. CO. the sum of 3500.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 67

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: [signature]

Social Security Number: [redacted]

Bond Number: 2527240

Complaint Number: I5018094

Arrest Date: 9-9-94 Place: Gretna

Release Date: 9-9-94 Place: JPCC

Date of Birth: 8-15-72 Wm

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD
94 SEP 14 PM 2 20
PARISH OF JEFFERSON
DEPUTY CLERK

SEP 1994 RECEIVED J.P.S.O.

Scott Craig 9-10-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 10th day of September in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Craig Scott as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Dey the sum of $5000 Dollars,
The said AMWEST SURETY INS. CO. the sum of $5000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Dey shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 95.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Dey and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

X Craig Scott
Signature

[redacted]
Social Security Number

252790D
Bond Number

I 81388-94
Complaint Number

9-9-94 Kenner
Arrest Date Place

9-10-94 JPCC
Release Date Place

7-25-74 N/M
Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [signature]

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

DEPUTY CLERK
'94 SEP 20 AM 9 48
FILED FOR RECORD

SEP 1994 RECEIVED J.P.S.O.

HP Ex. 350 (13)

Scott, Craig 9-10-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I 8138894 DEPOSIT # _____
BOND # 252791D BOND $ 5000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Scott, Craig BJm BIRTH DATE 7-25-74 [redacted]
[redacted] MONTH DAY YEAR SOCIAL SECURITY #
[redacted] ZIP CODE TELEPHONE # HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14:95.1
LIST CRIME/S AND BOND/S
ON 9-9-94 DATE AT 3012 Loyola Ave. LOCATION
AND HAVING BEEN RELEASED ON 9-10-94 DATE AT 11:20 TIME A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five thousand ($5000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ___ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Winston, Pauline S. 9.17.32 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Pauline Scott
SIG. SURETY #1

X _____
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Craig Scott
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM, ATTN: CLERK OF COURT ☐

OF HONORABLE TD Parkers, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep Randall ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X _____ PREPARED BY PAYROLL #

X Dep J. Lacaze 45043 SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 12th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Randy Bishop as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said _____ the sum of $50000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $50000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden _____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 27/42.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said _____ and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Randy Bishop
Signature

[redacted]
Social Security Number

252935-D
Bond Number

J1064994
Complaint Number

9-11-94 W/O
Arrest Date Place

9-12-94 JPCC
Release Date Place

6-7-68 W/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD
94 SEP 14 PM 2 18
PARISH OF JEFFERSON
DEPUTY CLERK

Cindy Hardy 9-12-94

STATE OF LOUISIANA
Parish of Jefferson
GRETNA, LA.

# 24th Judicial District Court for the Parish of Jefferson

BE IT REMEMBERED, That on this 12th day of September in the year of our Lord, one thousand, nine hundred and 94, before me, Harry Lee Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Randy Bishop as principal, and

as suret who severally acknowledge themselves indebted, and owe to HONORABLE CHARLES ROEMER, Governor of the State of Louisiana, and his successor in office, in the several sums following, that is to say:

The said Randy Bishop Principal the sum of 50000 Dollars,
The said Addie Lipscomb Bishop Surety the sum of 50000 Dollars,
The said Buster Bishop Surety the sum of 50000 Dollars,
The said the sum of Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden def shall be and appear before the Hon. 24th Judicial District Cout of the State of Louisiana, to be held at the District Court House, in the Parish of Jefferson, on To the be day of notified, A.D. 19___, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 27/42.1, 43.3, 43.1

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

Principal ⊗ Randy Bishop
Surety Addie J. Bishop
Surety Buster Bishop

[redacted]

BOND NO. 252931-D
COMPLAINT NO. I 1064994
DATE
DEPOSIT NO.
DATE OF BIRTH 6-7-68 wm
ARREST DATE 9-11-94 PLACE W/B
RELEASE DATE 9-12-94 PLACE JPCC

ASSESSMENT
LOT 11-12
SQ. 5
SUB. St Jude
LAND
IMP
TOTAL 75000
EXEMPT:
C.O.B. NO. 839/61

CONVEYANCE & MORTGAGE CERTIFICATE ATTACHED

APPROVED 50000
JUDGE 24TH JUDICIAL DIST. CT.

SEP 1994 RECEIVED J.P.S.U.

VERIFIED BY L Lefort
DY. SHERIFF

JFSO 2.206 FS

Addison, Michael
9-11-94

**BOND FORM**

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I 025294 DEPOSIT #
BOND # 252888-L BOND $ 2800

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Addison, Michael M (DEFENDANT LAST / FIRST / MI) BIRTH DATE 11/1/60 [redacted] SOCIAL SECURITY #
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF R.S. 14:67 Theft (LIST CRIME/S AND BOND/S)
ON 9/10/94 (DATE) AT 4500 Veterans Rd (LOCATION)
AND HAVING BEEN RELEASED ON 9-11-94 (DATE) AT 9:05 (TIME) A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☐

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT; AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Two thousand ($2800.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
LAST / FIRST / MI / DOB / DL # or SS # / TELE #

SURETY #2
LAST / FIRST / MI / DOB / DL # or SS # / TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 — X SIG. SURETY #2
ADDRESS — ADDRESS
ADDRESS VERIFIED BY DEPUTY — ADDRESS VERIFIED BY DEPUTY
X Michael Addison
DEF'S SIGNATURE - FOR ALL BONDS
DEP. POSTED OWN CASH ☐ OR POSTED BY
LAST / FIRST / FULL ADDRESS / TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTY. CLERK OF COURT ☐
OF HONORABLE J. L. Porteous JUDGE OF 24th Judicial
COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. E. Stell ON 9-11-94 AT 8:15 A.M. ☒ P.M. ☐
AND VERIFIED BY ..... ON ..... AT ..... A.M. ☐ P.M. ☐

X PRE JPSC — X SUPERVISOR'S APPROVAL — PAYROLL # 38646

Deputy Pink-Defendant Gold-Surety

FILED
SEP 11 1994
CLERK OF COURT
24th JUDICIAL DIST. COURT

SEP 1994
RECEIVED
J.P.S.O.

HP Ex. 350 (15)

Attorney: Hoggatt 9-11-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 11 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Addison, Michael as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $1500 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $1500 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 67

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Michael Addison

Social Security Number: [redacted]

Bond Number: 258792-D

Complaint Number: I102594

Arrest Date: 9-10-94 Place: CA

Release Date: 9-11-94 Place: JPCC

Date of Birth: 11/11/60 M

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Louis Marcotte III

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

FILED FOR RECORD
94 SEP 14 PM 2 20
DEPUTY CLERK
PARISH OF JEFFERSON

SEP 1994 RECEIVED J.P.S.O.

Amerigroup Appeals 9-13-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 13 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Dorcellie Terrebonne as principal and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and awe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office in the several sums following, that is to say:

The said Def the sum of $2.000 Dollars
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for _____

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

PRINCIPAL

Signature

[redacted]

Social Security Number

Bond Number 132299-D
Bond Number 132228-94
Complaint Number 9-12-94 4701 ST
Arrest Date 9-13-94 Place JPCC
Release Date 12-5-59 Place WAL
Date of Birth

SURETY

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

AGENT

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR RECORD
94 SEP 20 PM 3 22
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

AMERICAN MOTORISTS INSURANCE COMPANY
INCORPORATED
MAY 1, 1976
CALIFORNIA

SEP 1994
RECEIVED
J.P.S.O.

Sentencing reverse 9-13-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I-12228-94 DEPOSIT # _____
BOND # 252978-D BOND $ 5,900

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Terrebonne, Dorcellie W/M BIRTH DATE 12-5-59 [redacted]
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14:56
LIST CRIME/S AND BOND/S

ON 9-12-94 AT 4701 13th ST
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-13-94 AT 1:35 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand Nine hundred ($ 5,900 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ___ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Chauvin, Kevin J 6-19-61 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Kevin J. Chauvin
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Dorcellie Terrebonne
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD Porteous JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Sp. Randall ON 9-13-94 AT 12:20 A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Laura J. F. 93540
PREPARED BY PAYROLL #

X
SUPERVISOR'S APPROVAL PAYROLL #

Ellis, Dianne 9-12-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I-11566-94 DEPOSIT # _____
BOND # 252908-D BOND $ 3000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, ELLIS, DIANNE H/F BIRTH DATE 7/27/52
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF RS 14-34 423 MEYERS 3D MARRER
LIST CRIME/S AND BOND/S
ON 9/12/94 AT _____
DATE LOCATION
AND HAVING BEEN RELEASED ON 9/12/94 AT 9:36 A.M. ☒ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF THREE THOUSAND ($ 3000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
PARKER, MICHAEL 7/27/59 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Michael Parker X
SIG. SURETY #1 SIG. SURETY #2
[redacted]
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Dianne Ellis DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

CLERK PARISH OF JEFFERSON, L.A.
RECEIVED SEP 1994 J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE JD PORTEOUS, JUDGE OF 24TH JUDICIAL
COURT, PARISH OF JEFFERSON, RECEIVED BY DEP. J. GATTI ON 9/12/94 AT 7:50 A.M. ☒ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X Dep. J. Gatti 28843
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Dr

HP Ex. 350 (17)

Ellis Vinnie 9-12-94

# STATE OF LOUISIANA
# PARISH OF JEFFERSON

# APPEARANCE BOND

- ☑ 24TH JUDICIAL DISTRICT COURT
- ☐ FIRST PARISH COURT
- ☐ SECOND PARISH COURT
- ☐ OTHER _____

BE IT REMEMBERED, That on this 12th day of Sept in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared [illegible] as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Ny the sum of 62,000 Dollars,

The said AMWEST SURETY INS. CO. the sum of 62,000 Dollars, of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ny shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for BY and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ny and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

X [signature] 252 807-0

Signature | Bond Number

[redacted] | I-1156694

Complaint Number

9/12/94

Arrest Date | Place

9/12/94 | JPCC

Release Date | Place

9/21/52 | N/F

Social Security Number | Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY [signature]

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD 94 SEP 14 PM 4 17 DEPUTY CLERK PARISH OF JEFFERSON

SEP 1994 RECEIVED J.P.S.O.

Release Memorandum 9-13-94

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J-80970-93 DEPOSIT #
BOND # 252980-D BOND $ 10,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Hakes, Melvin W/M BIRTH DATE 5-16-71, [redacted]
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14-60 (LIST CRIME(S) AND BOND(S))
ON 9-11-94 (DATE) AT 100 Dollars (LOCATION)
AND HAVING BEEN RELEASED ON 9-13-94 (DATE) AT 2:44 A.M. ☐ P.M. ☑ (TIME) LOCK UP EAST ☐ WEST ☐

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT, AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Ten Thousand ($ 10,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON
THE ____ DAY OF ____ 19__ AT ____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Legal, Marci D 4-4-70 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Marci D. Legal — SIG. SURETY #1
X — SIG. SURETY #2
[redacted]
ADDRESS VERIFIED BY DEPUTY — ADDRESS VERIFIED BY DEPUTY
X [signature] — DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS
DEPUTY CLERK
PARISH OF JEFFERSON, LA.
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE JA Porteous JUDGE OF 24th
COURT, PARISH OF JEFFERSON, RECEIVED BY Dep Forgeron ON 9-13-94 AT 1:20 A.M. ☐ P.M. ☐
AND VERIFIED BY ____ ON ____ AT ____ A.M. ☐ P.M. ☐
X [signature] 93540
PREPARED BY PAYROLL # PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bon

Helen Melvin 9-13-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT** ____
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 13 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Melvin Hakes as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $ 5,000 Dollars.

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars, of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden _____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 60 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL** [signature]

[redacted]

252981-D
Bond Number

[illegible]-53
Complaint Number

9-11-94 100 Dol
Arrest Date Place

9-13-94 JPCC
Release Date Place

5-16-71 W/C
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY [signature]

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR REC... 94 SEP 13 ...

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

Smith, Ronnell 9-15-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ 24TH JUDICIAL DISTRICT COURT
- ☐ FIRST PARISH COURT
- ☐ SECOND PARISH COURT
- ☐ OTHER _____

BE IT REMEMBERED, That on this 15 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Ronnell Smith as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Ref the sum of $2,500 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ref shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 2710.4 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ref and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Ronnell Smith
Signature

[redacted]
Social Security Number

253079-Q
Bond Number

I-4267-94
Complaint Number

9-14-94 2840 Veterans
Arrest Date Place

9-15-94 JPCC
Release Date Place

01-11-74 N/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [illegible]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 4, 1976 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD
94 SEP 20 AM 9 48
DEPUTY CLERK
PARISH OF JEFFERSON, LA

HP Ex. 350 (19)

9-15-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I-14367-94 DEPOSIT #
BOND # 253078-D BOND $ 8000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Smith Ronnell D. BIRTH DATE 07-11-74 [redacted] SOCIAL SECURITY # [redacted] HAVING BEEN
ADDRESS ZIP# CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14:30.4, 14-27/67, 14:35, 14-92.11
LIST CRIME/S AND BOND/S

ON 09-14-94 AT 2840 Veterans Blvd.
DATE LOCATION

AND HAVING BEEN RELEASED ON 09-15-94 AT 2:06 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Eight Thousand ($ 8000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1

LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2

LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

[redacted]

X SIG. SURETY #1 X SIG. SURETY #2

ADDRESS ADDRESS

ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X Smith Ronnell
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY

LAST FIRST MI TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Thibaut JUDGE OF 24th Jud. Ct.

COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 9-15-94 AT 1:25 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL # 96632

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD 09 SEP 20 PM PARISH OF JEFFERSON, LA.

Jones, Cornelius 9-15-94

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I5088894 DEPOSIT #
BOND # 253103D BOND $ 25000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Jones Cornelius N/M BIRTH DATE 5-8-50 [redacted]
[redacted] UNITY #
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE # [redacted] VING BEEN

ARRESTED FOR THE CRIME(S) OF 14:95.1
LIST CRIME/S AND BOND/S

ON 9-12-94 AT 600 Blk H.P. Long
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-15-94 AT 7:12 A.M. ☐ P.M. ☐ EAST ☐ LOCK-UP WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF twenty five thousand ($ 25000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Robinson Daniel R. 7-25-57 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Daniel R Robinson
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Cornelius Jones
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Bateaus, JUDGE OF 24TH

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. Wells ON 9-15-94 AT 3:50 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREP X Dep [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

JPSO ...uty Pink-Defendant Gold-Surety

HP Ex. 350 (20)

Jones Cornelius 9-15-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ 24TH JUDICIAL DISTRICT COURT ____
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 15th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Cornelius Jones as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said dy the sum of $5000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $5000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden dy shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 9:51

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said dy and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Cornelius Jones
Signature

[redacted]

Social Security Number

2531040
Bond Number
I-5088894
Complaint Number
9-12-94 Gretna
Arrest Date Place
9-15-94 Gretna
Release Date Place
5-8-50 NM
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD
94 SEP 16 PM 3 22
DEPUTY CLERK
PARISH OF JEFFERSON, LA

Kingo Frank 9-19-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ 24TH JUDICIAL DISTRICT COURT
- ☐ FIRST PARISH COURT
- ☐ SECOND PARISH COURT
- ☐ OTHER _____

BE IT REMEMBERED, That on this 19th day of September in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Frank Kingo as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said 94 the sum of 10000 Dollars,

The said AMWEST SURETY INS. CO. the sum of 10000 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden 94 shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 27/30/

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said 94 and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Frank Kingo
Signature

[redacted]
Social Security Number

253318-1
Bond Number

I-82773 94
Complaint Number

9-17-94 180 Williams Blvd
Arrest Date Place

9-19-94 JPCC
Release Date Place

12-12-49 NM
Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

SEP 1994 RECEIVED

FILED FOR RECORD
'94 SEP 21 AM 8 40
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

HP Ex. 350 (21)

Ringo Frank 9-19-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I-82773-94 DEPOSIT #
BOND # 253317-D BOND $ 40,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, RINGO FRANK N/M BIRTH DATE 12 12 49 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SEX
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14:(27) 30.1
LIST CRIME(S) AND BOND(S)

ON 9-17-94 AT 1801 WILLIAMS BLVD.
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-19-94 AT 3:45 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT; AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF FORTHY THOUSAND ($ 40,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
THOMPSON EARLENE M. 7-24-67 [redacted]
LAST FIRST MI DOB

SURETY #2
RINGO CATHERINE T. 9-30-52 [redacted]
LAST FIRST MI DOB DL # & SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Earlene Thompson
SURETY #1

X Catherine Ringo
SURETY #2

[redacted]

[redacted]

X Frank Ringo
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

94
RECEIVED
J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☒ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JA PORTEOUS, JUDGE OF 24th Jud

AM ☐

X PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☒ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 17 day of Sept in the year of our Lord, one thousand nine hundred 93, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Rupert Clarke as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Rupert Clarke the sum of Scott Dollars,
The said **AMWEST SURETY INS. CO.** the sum of Scott Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Rupert shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for RS 14:24.1

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Rupert and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]

Social Security Number

116264-A
Bond Number

P 82798-94
Complaint Number

9/17/94 Arrest Date — 2865 Ridgelake Place
9/17/94 Release Date — JPSO Place

7/27/73
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: Michael Nicholas

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

SEP 1994 RECEIVED PARISH OF JEFFERSON

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

FILED 9th SEP 1994 PARISH OF JEFFERSON

Waiting Hearing 9-12-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

# BOND FORM

JPSO ITEM # I-82749-94 DEPOSIT #
BOND # 116265-A BOND $ 5000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, ORTIZ Rupenzo C (DEFENDANT) LAST S/m BIRTH DATE 7-27-[redacted]
[redacted] EEN
ARRESTED FOR THE CRIME(S) OF: PSI 4.2 gr/ex / 5000 (LIST CRIME/S AND BOND/S)
ON 9/17/94 (DATE) AT 2809 Ricou Lane St Kenner La (LOCATION)
AND HAVING BEEN RELEASED ON 9/17/94 (DATE) AT 3:00 pm (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☐

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF FIVE THOUSAND ($ 5000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Tina Smirlin Parkel 10-16-72 [redacted]
LAST FIRST MI DOB TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] SURETY #1 X SURETY #2
[redacted]
ADDRESS VERIFIED BY DEPUTY
DEF'S SIGNATURE - FOR ALL BONDS DEF. POSTED ON ☐ CASH ☐ OR POSTED BY
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED PARISH OF JEFFERSON SALES TAX DIVISION

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE 5000 PSBU / Judge Bartholomew, JUDGE OF 24th
COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X [signature] PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Jacob Burnett
9-28-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 19th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Burnell Tawon as principal and **AMWEST SURETY INS. CO.** as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said _____ the sum of 50,000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 50,000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden _____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 92-6544 PW 90-517 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said _____ and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL** Burnell Tawon

Signature

[redacted]

Social Security Number

Bond Number 253334
92-6544
Complaint Number 91-6994 SHT
Arrest Date _____ Place JPCC
Release Date 12-19-95 Place _____
Date of Birth

**SURETY** **AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

**AGENT** **BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

FILED FOR RECORD 94 SEP 28 AM 8 AM
DEPUTY CLERK OF COURT PARISH OF JEFFERSON

SEP 1994 RECEIVED J.P.S.O.

HP Ex. 350 (23)

Lawson Burnell 9-19-94

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

# BOND FORM

JPSO ITEM # I 155694 DEPOSIT #
BOND # 0253332 BOND $ 4000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, LAWSON BURNELL (DEFENDANT - LAST) BM BIRTH DATE 12-19-55 [redacted] SECURITY # [redacted] CODE TELEPHONE # HAVING BEEN

ARRESTED FOR THE CRIME(S) OF RS 14:67 (Theft) (LIST CRIME/S AND BOND/S)

ON 9-6-94 (DATE) AT 387 Brookley Ave. (LOCATION)

AND HAVING BEEN RELEASED ON 09-9-94 (DATE) AT 3:43 (TIME) A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Four Thousand ($ 4000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
MEALEY (LAST) Carolyn (FIRST) A. (MI) 2-20-64 (DOB) [redacted] (DL # or SS #) (TELE #)

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Carolyn A Mealey (SIG. SURETY #1) [redacted]

X (SIG. SURETY #2)

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Lawson Burnell (DEF'S SIGNATURE - FOR ALL BONDS)

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR GENERAL WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE John Ross Pepper, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY Joyce E. Still ON 9-19-94 AT 225 A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

FILED FOR RECORD 93 SEP 8 PM 3 LA

X Sasne (PREPARED BY) PAYROLL # X Sgt D. Robinson (SUPERVISOR'S APPROVAL) 38936 PAYROLL #

JPSO 2-182/4 (Rev. 4/80) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Williams Henry 9/17/94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☒ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 17 day of Sept in the year of our Lord, one thousand nine hundred 93, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Henry Williams as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Henry Williams the sum of 5000 Dollars
The said **AMWEST SURETY INS. CO.** the sum of 5000 Dollars
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden all shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 14/24/34 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said all and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

[redacted]
Social Security Number

Bond Number
Witness Number
Arrest Date Place
Release Date Place
6-16-75
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

SEP 1994
RECEIVED
PARISH OF JEFFERSON
Division

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1970
CALIFORNIA

HP Ex. 350 (24)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I-82798-94 DEPOSIT # _____
BOND # 116265-A BOND $ 5000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Williams, Henry J (DEFENDANT) LAST FIRST MI W/M BIRTH DATE 6-16-75 [redacted]
[redacted]
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF PS14/24134/$5000 (LIST CRIME/S AND BOND/S)

ON 9/17/94 (DATE) AT 2809 Rogaland St Kinnan La (LOCATION)

AND HAVING BEEN RELEASED ON 9/17/94 (DATE) AT 3:20 pm (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☑ WEST ☐

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand ($ 5000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Pena Smoklin Rafael 16-10-72 471-4899
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] SIG. SURETY #1 X SIG. SURETY #2

[redacted]
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X Henry Williams DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE FOR ALL BONDS

SEP 1994 RECEIVED PARISH OF JEFFERSON Sales Tax Division

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE 5000 PSBU / Portions, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X C.O. Nran 93056 PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-162/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Nguyen Hung 9-19-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 19th day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Hung Nguyen as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Nl the sum of $3000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $30000 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Nl shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 96600-B and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Nl and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Hung Nguyen
A [redacted]
Cl [redacted]
Telephone
Social Security Number

Bond Number: 253310-0
Complaint Number: I-1686-94
Arrest Date: 9-19-94 Place: Jonet Rd Jane & Blvd
Release Date: 9-19-94 Place: JPCC
Date of Birth: 2-2-72 W/M

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD 94 SEP 21 AM 8 40
DEPUTY CLERK PARISH OF JEFFERSON, LA.

HP Ex. 350 (25)

Bunk School
9-19-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # F-18686-94 DEPOSIT #
BOND # 253509-1 BOND $ 2,500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Nguyen, Hung V w/M BIRTH DATE 2-2-72
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] TELEPHONE # HAVING BEEN
ARRESTED FOR THE CRIME(S) OF RS 40-966 A&C
LIST CRIME/S AND BOND/S

ON 9-19-94 (DATE) AT JANET Dr & Jamie Blvd (LOCATION)

AND HAVING BEEN RELEASED ON 9-19-94 (DATE) AT 1:00 (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seven thousand five hundred ($ 2,500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Nguyen, Hoang 2-01-73 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 X SIG. SURETY #2
[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
Hung Nguyen DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT. ☐
OF HONORABLE JD Rontondo, JUDGE OF 24th
COURT, PARISH OF JEFFERSON, RECEIVED BY [illegible] ON 9-19-94 AT 11:05 A.M. ☐ P.M. ☐
AND VERIFIED BY ON _____ AT _____ A.M. ☐ P.M. ☐
X PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL #

FILED FOR RECORD
DEPUTY CLERK
SEP 8 2015 12:35 PM
3598

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 19 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Kenneth King as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $ 2,000 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 67 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: [signature]

[redacted]

Social Security Number

Bond Number: 253337

Complaint Number: I 126539

Arrest Date: 9-19-94 Place: [illegible]

Release Date: 9-19-94 Place: JPCC

Date of Birth: 4-19-72

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LQUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

SEP 1994 RECEIVED

FILED FOR RECORD 94 SEP 21 AM 8 40 DEPUTY CLERK PARISH OF JEFFERSON, LA.

HP Ex. 350 (26)

Kenny Kingh 9-19-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

# BOND FORM

JPSO ITEM # I 126539 DEPOSIT # _____
BOND # 2-53338-D BOND $ 3000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I King, Kenny N. N/m BIRTH DATE 4-19-72 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF R514-67 A Auto Theft
LIST CRIME/S AND BOND/S
ON 9-19-94 AT 3611 LaPalco Rd
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-19-94 AT 8:05 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Three thousand ($ 3000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 — X SIG. SURETY #2
ADDRESS — ADDRESS
ADDRESS VERIFIED BY DEPUTY — ADDRESS VERIFIED BY DEPUTY
X DEF'S SIGNATURE - FOR ALL BONDS — DEF. POSTED OWN CASH ☐ OR POSTED BY
LAST FIRST FIRM ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ — PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE Jd T Ponseaux JUDGE OF 24th Jud
COURT, PARISH OF JEFFERSON, RECEIVED BY [illegible] ON 9-19-94 AT 7:35 A.M. ☐ P.M. ☑
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X PREPARED BY PAYROLL # — X SUPERVISOR APPROVAL [illegible] PAYROLL # 38646

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Marse, Billy 9-21-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ 24TH JUDICIAL DISTRICT COURT
- ☐ FIRST PARISH COURT
- ☐ SECOND PARISH COURT
- ☐ OTHER _____

BE IT REMEMBERED, That on this 21 day of SEPT in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared MARSE, BILLY as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $2000 Dollars,
The said AMWEST SURETY INS. CO. the sum of $2000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 967

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Billy J. Marse
Signature

[redacted]
Social Security Number

2534430
Bond Number

I2060894
Complaint Number

9-21-94 Westwego
Arrest Date Place

9-21-94 Gretna
Release Date Place

12-20-66 W/M
Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Louis Marcotte III

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD
94 SEP 28 AM 8 05
SURETY CLERK
PARISH OF JEFFERSON

SEP 1994
RECEIVED
J.P.S.O.

HP Ex. 350 (27)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I2060894 DEPOSIT # _____
BOND # 253442D BOND $ 6000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Marse Billy W/M BIRTH DATE 12-20-66 [redacted] SECURITY #
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 40-966 40-967
LIST CRIME/S AND BOND/S
ON 9-21-94 AT 221 La. St.
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-21-94 AT 4:00 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF six thousand ($ 6000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
SEARS RACHELL L. 7-1-70 [redacted]
LAST FIRST MI DOB TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Rachell Sears
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS VERIFIED BY DEPUTY

ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Billy J. Marse
DEF'S SIGNATURE FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Forleano, JUDGE OF 24TH

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep [signature] ON 9-21-94 AT 3:40 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X _____ PREPARED BY _____ PAYROLL #

X Dep [signature] SUPERVISOR'S APPROVAL 96388 PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Blanda, Scott
9-22-94

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # H0864394 DEPOSIT #
BOND # 253515-0 BOND $ 4250

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, BLANDA SCOTT J WM 12-27-66 [redacted]
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF RS 14:62 14:69 14:67
LIST CRIME/S AND BOND/S
ON 9-22-94 AT 725 Maple
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-22-94 AT 9:15 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Forty Two Hundred Fifty ($ 4250 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE ____ DAY OF ____ 19__ AT ____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
BLANDA ELAINE M. 072965 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

(X) Elaine Blanda
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]

ADDRESS

ADDRESS VERIFIED BY DEPUTY

(X) Scott Blanda
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jd. Hartrow, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt D. Robins ON 9-22-94 AT 835 A.M. ☐ P.M. ☐

AND VERIFIED BY ____ ON ____ AT ____ A.M. ☐ P.M. ☐

X Sane
PREPARED BY

Sgt D. Robins 38936
JOB# APPROVAL PAYROLL #

JPSO 2-182/4 (F

ik-Defendant Gold-Surety

Blanda, Scott 9-22-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 22nd day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Scott Blanda as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said OY the sum of $5000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden OY shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held; then and there to answer to the charge brought against him for 62, 67, 69 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said OY and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Scott Blanda
Signature

[redacted]

2535140
Bond Number

H0864394
Complaint Number

09-22-94 Harvey
Arrest Date Place

Blanda, Scott 9-22-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 22nd day of September in the year of our Lord, one thousand nine hundred 94. before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Scott Blanda as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said ____ the sum of $5000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden ____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 62, 67, 69 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said ____ and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Scott Blanda
Signature

[redacted]

2535140
Bond Number

H086439 4
Complaint Number

09-22-94 Harvey
Arrest Date

Blanda, Scott 9-22-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 22nd day of September in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Scott Blanda as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Dy the sum of $5000 Dollars,
The said AMWEST SURETY INS. CO. the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Dy shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 62, 67, 69 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Dy and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Scott Blanda

[redacted]

Social Security Number

Bond Number: 2535140

Complaint Number: H086439 4

Arrest Date: 09-22-94 Place: Harvey

Release Date: 09-22-94 Place: JPSO

Date of Birth: 12-27-66 WM

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

Cook, Kimberly 9-23-94

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I 2247194 DEPOSIT #
BOND 253544D BOND $ 31,275

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Cook, Kimberly W/F BIRTH DATE 5-27-69 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #

[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 40-969 A+C, 971 A+C, 966, 1033, 4-61
LIST CRIME/S AND BOND/S

ON _____ AT _____
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-23-94 AT 1020 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Thirty one thousand two hundred seventy five ($ 31,275.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____, 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Cook, Milton J. Jr. 7-3-45 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature]
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Kimberly Cook
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.D. Parteous, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep Gatti ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep J. Lacaze
SUPERVISOR'S APPROVAL PAYROLL #

nd Deputy Pink-Defendant Gold-Surety

Cont Bonney 9/23/94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 23rd day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Kimberly Cook as principal, and **AMWEST SURETY INS. CO.** as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said KM the sum of 15000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 15000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden KM shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for

266.1033 R.S. 14:69 R.S. 971.1 R.S.

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said KM and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

X Kimberly Cook
Signature

[redacted]
Social Security Number

253 S4SD
Bond Number

I-23471-94
Complaint Number

9.23.94 Arrest
Arrest Date Place

9.23.94 SPC
Release Date Place

5.27.69 W/F
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 23rd day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Adrian Martin as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said AM the sum of 3000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 3000.00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden AM shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 467 Dist and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said AM and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Adrian Martin
Signature

[redacted]
Social Security Number

253560-D
Bond Number
I-22396-94
Complaint Number
09-22-94 609 Nel R. "A
Arrest Date Place
09-23-94 JPCC
Release Date Place
04-09-70 N/M
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: _____

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1974 CALIFORNIA

FILED FOR RECORD

SEP 1994 RECEIVED J.P.S.O.

11 Warrants/Commitments 9-23-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

JPSO ITEM # I-22396-94 DEPOSIT #
BOND # -253559-0 BOND $ 9500.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Martin, Adrian R. NM BIRTH DATE 04-09-70 [redacted] HAVING BEEN
[redacted] TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 40-967 A+C (LIST CRIME/S AND BOND/S)
ON 09-22-94 (DATE) AT 609 Nel Pl. +Q. (LOCATION)
AND HAVING BEEN RELEASED ON 09-23-94 (DATE) AT 1:10 (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Ninety-Five Hundred ($ 9500.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION — PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Watkins, LaKeisha 04-05-73 [redacted]
LAST FIRST MI DOB SOC. SEC. # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

[redacted]

LaKeisha Watkins X
[redacted]
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Adrian Martin DEF. POSTED OWN CASH ☐ OR POSTED BY
DEP'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL OR WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE Patterson, JUDGE OF 24th Judicial Ct.
COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. Jr Hatte ON 09-23-94 AT 12:30 A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X Jerome PREPARED BY PAYROLL # X Dep. M. Rodell SUPERVISOR APPROVAL 96632 PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Ursin Mecha 9-24-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 24th day of Sept in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Mecha Ursin as principal, and AMWEST SURETY INS. CO. as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Mecha Ursin the sum of 5000 Dollars,

The said AMWEST SURETY INS. CO. the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Mecha shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 94-2869 att CD and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Mecha and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** X Mecha Ursin
Signature

[redacted]
Social Security Number

253610-D
Bond Number

I-23347-94
Complaint Number

9-23-94 608 Cumberland
Arrest Date Place

9-24-94 SPLC
Release Date Place

9-13-75 NF
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 6, 1976 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

HP Ex. 350 (31)

Ulrey Meisha 9-24-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I-23347-94 DEPOSIT # _____
BOND # 253609-D BOND $ 2500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, URSIN, MEISHA B/F BIRTH DATE 9-13-75 [redacted]
[redacted] ING BEEN

ARRESTED FOR THE CRIME(S) OF DTT# 942869 J CDS
LIST CRIME/S AND BOND/S

ON 9-23-94 AT 608 Cumberland St Met
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-24-94 AT 12:25 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Five hundred ($ 2500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ___ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Grimes, Curtis L 10-14-66 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Curtis Grimes
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

ADDRESS VERIFIED BY DEPUTY

X Meisha Ursin
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD Porteous, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dy Randall ON 9-24-94 AT 11:44 A.M. ☐ P.M. ☑

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Laurel Roy 93540
PREPARED BY PAYROLL #

X
SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 24 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Dorsha Taylor as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $5,000 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective heirs, executors and administrators firmly by these presents, also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him or 93

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Dorsha Taylor

[redacted]

Social Security Number

Bond Number: 353030

Warrant Number: 7181722

Arrest Date: 9-24-94 Place: N

Release Date: 9-24-94 Place: T

Date of Birth: 10-21-53

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: Lisa Marino

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

Judge Lowe
9-24-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

# BOND FORM

JPSO ITEM # I23877794 DEPOSIT # _____
BOND # 2536310 BOND $ 10,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, TAYLOR, DOROTHY E BIRTH DATE 102153 [redacted]
DEFENDANT LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF RS 14:93 cruelty to a Juvenile
LIST CRIME/S AND BOND/S
ON 9-24-94 AT 540 Holmes Bd
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-24-94 AT 10:05 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Ten thousand ($ 10,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Dominick, Paulette C. 122754 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Paulette C Dominick
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Dorothy Taylor
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jd T Porteous, JUDGE OF 24th Jud.

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep E Stell ON 9-24-94 AT 815 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY _____ PAYROLL # X Dep E Stell SUPERVISOR'S APPROVAL 39646 PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Stanley Daniel 9-25-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 25 day of SEPT in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared STANLEY DANIEL as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said DEF the sum of $1500 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $1500 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden DEF shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 67.92111

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said DEF and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Daniel
Signature

[redacted]

Social Security Number

2536730
Bond Number

I2429094
Complaint Number

9-24-94 [signature]
Arrest Date Place

9-25-94 [signature]
Release Date Place

3-6-76 W/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Louis Marcotte III

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

HP Ex. 350 (33)

Stanley Daniel 9-25-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I2429094 DEPOSIT #
BOND # 2536720 BOND $ 3150

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Stanley Daniel (DEFENDANT) LAST FIRST MI BIRTH DATE W/M 3-6-76 (MONTH DAY YEAR) SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-67.63, 92.11 (2CTS), 56
LIST CRIME/S AND BOND/S
ON 9-24-94 (DATE) AT 5959 Veterans (LOCATION)
AND HAVING BEEN RELEASED ON 9-25-94 (DATE) AT 8:11 (TIME) A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Three thousand one hundred fifty ($ 3150 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 — X SIG. SURETY #2
ADDRESS — ADDRESS
ADDRESS VERIFIED BY DEPUTY — ADDRESS VERIFIED BY DEPUTY
X Daniel Stanley
DEF'S SIGNATURE - FOR ALL BONDS — DEF. POSTED OWN CASH ☐ OR POSTED BY
LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ — PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE [illegible], JUDGE OF 24th
COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 9-25-94 AT 7:35 A.M. ☐ P.M. ☒
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X PREPARED BY PAYROLL # — X SUPERVISOR'S APPROVAL [signature] PAYROLL # 96388

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # I24218 94 DEPOSIT #
BOND # 253674D BOND $ 7550

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Folse Guy (DEFENDANT) LAST FIRST MI BIRTH DATE WM 9-24-50 MONTH DAY YEAR SOCIAL SECURITY # [redacted] HAVING BEEN
RESIDENCE ADDRESS AGE # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14:93, 38 LIST CRIME/S AND BOND/S
ON 9-24-94 DATE AT 1401 Dogwood LOCATION
AND HAVING BEEN RELEASED ON 9-25-94 DATE AT 8:33 TIME A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☐

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seven Thousand five hundred fifty 7550 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED BY ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
KOMORNIK MARY K. 6-28-66 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 [redacted]
ADDRESS VERIFIED BY DEPUTY
X DEF. SIGNATURE - FOR ALL BONDS

X SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep ON 9-25-94 AT 7:35 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PRI X SUPERVISOR'S APPROVAL 96388 PAYROLL #

JPSO Deputy Pink-Defendant Gold-Surety

HP Ex. 350 (34)

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 25 day of SEPT in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared [illegible] Folse as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 2500.00 Dollars,
The said AMWEST SURETY INS. CO. the sum of 2500.00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 43

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]

Social Security Number

Bond Number 253675D

Complaint Number 12421894

Arrest Date 9-24-94 Place Harvey

Release Date 9-25-94 Place

Date of Birth 9-24-50 W/M

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

Harry Kielard 9-25-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I-24196-94 DEPOSIT # _____
BOND # 253661-0 BOND $ 30,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, BRADY, Richard J W/M — BIRTH DATE 05-10-43 [redacted]
(DEFENDANT) LAST FIRST
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14-89.1
LIST CRIME/S AND BOND/S

ON 9-24-94 AT 745 Lander ST
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-25-94 AT 10:45 A.M. ☑ P.M. ☐ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Thirty Thousand ($ 30,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
BRADY, Jennifer G 6-05-62 [redacted]
LAST FIRST MI TELE #

SURETY #2
GAUTHIER, Mark J 11-10-60 [redacted]
LAST FIRST MI TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Jennifer Brady X Mark Gauthier
SURETY #1 [redacted]

SEP 1994 RECEIVED J.P.S.O.

ADDRESS VERIFIED BY DEPUTY
X Richard Brady
DEP'S SIGNATURE - FOR ALL BONDS

ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD Porteous, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep Randall ON 9-25-94 AT 9:50 A.M. ☑ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Candy Forges 93540
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond D. CLL #

HP Ex. 350 (35)

Brady, Richard 9-25-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☒ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 25th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Richard Brady as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Dy the sum of 20000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 20000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Dy shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 84.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Dy and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

25376621

**PRINCIPAL** X Richard Brady
Signature
[redacted]

25366A-D
Bond Number
I-24196-94
Complaint Number
9-24-94 745 Lamar ST
Arrest Date Place

Brady Richard 9-25-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 25th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Richard Brady as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Dy the sum of 20000.00 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of 20000.00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Dy shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 89.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Dy and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

2536621D

**PRINCIPAL** X Richard Brady
Signature

[redacted]
Social Security Number

2536621-D
Bond Number

I-24196-94
Complaint Number

9-24-94 7vs Lander St
Arrest Date Place

9-25-94 JPCC
Release Date Place

5-10-43 W/M
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

SEP 1994 RECEI J.P.S.O.

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 26 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Rodney Robinson as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 2,500.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 2500.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 967 RO and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Rodney Robinson
Signature

[redacted]
Social Security Number

253707-00
Bond Number

I 84212-94
Complaint Number

9.25.94 Kenner
Arrest Date Place

9.26.94 Gpa
Release Date Place

1-24-76
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

SEP 1994 RECEIVED J.P.S.O.

FILED FOR RECORD
24 SEP 30 AM 9 19
DEPUTY CLERK
PARISH OF JEFFERSON

Robinson Rodney 9-26-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I 84262.94 DEPOSIT # _____
BOND # 253708-D BOND $ 17,500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Robinson, Rodney Bm BIRTH DATE 1-24-76 [redacted]
(DEFENDANT) LAST FIRST MI DAY YEAR SOCIAL SECURITY #

[redacted] HAVING BEEN
CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 40.967 A&C
LIST CRIME/S AND BOND/S

ON 9-25-94 AT Clemson & Dartmouth
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-26-94 AT 2:30 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seventeen thousand five hundred ($ 17,500.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Bell, Stacey M. 1/23/66 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

FILED FOR RECORD
94 SEP 30
PARISH OF JEFFERSON
DEPUTY CLERK

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Stacey Bell
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Rodney Robinson
DEF'S SIGNATURE - FOR ALL BONDS

ADDRESS VERIFIED BY DEPUTY

DEF. POSTED OWN CASH ☐ OR POSTED ☐

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.D. Parkins, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. Gatti ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X _____ PREPARED BY PAYROLL #

X Dep. J. Lacey 4507 SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Ainsworth Charles 9-27-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I 8452694 DEPOSIT #
BOND # 253772-D BOND $ 8400

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Ainsworth, Charles R. Wm BIRTH DATE 012346 [redacted]
[redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF RS 14-106 Obscenity
LIST CRIME/S AND BOND/S
ON 9-26-94 AT 393 W. Esplanade
DATE LOCATION
AND HAVING BEEN RELEASED ON 9-27-94 AT 5:13 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Eighty four hundred ($ 8400.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Ezell, Mary Polson 4-25-63 [redacted]
LAST FIRST MI DOB TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

Q. [signature] Ainsworth X
SIG. SURETY #1 SIG. SURETY #2

[redacted]
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X Mary Polson Ezell DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS

SEP 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jd Tcl Lanteous, JUDGE OF 24th Judicial
COURT, PARISH OF JEFFERSON, RECEIVED BY Sol J. Robinson ON 9-27-94 AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

ROLL # X SUPERVISOR'S APPROVAL Dep E. Stall 38646 PAYROLL #

v-Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 350 (37)

Transmitted Office 9-28-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 27 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Charles Ansuzolta as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 1600.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 1600.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 106

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]
Social Security Number

253771-D
Bond Number

I8452694
Complaint Number

9-26-94 EB
Arrest Date Place

9-27-94 JPCC
Release Date Place

01/23/46 W
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

FILED FOR RECORD
94 SEP 30 AM 9 19
DEPUTY CLERK
PARISH OF JEFFERSON

SEP 1994
RECEIVED
J.P.S.O.

Murray Shondolyn 9-28-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 28 day of Sept in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Murray, Shondolyn as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $1500 Dollars,
The said AMWEST SURETY INS. CO. the sum of $1500 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 93

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** X Shondolyn Murray 253874-D
Signature of Bond Number
[redacted] I-27484 94
Complaint Number
9-27-94 1444 Lincoln Ave
Arrest Date Place
9-28-94 JPCC
Release Date Place
7-14-95 N/F
Social Security Number Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Louis Marcotte III

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

DEPUTY CLERK
PARISH OF JEFFERSON, LA.
'94 SEP 30 AM 9 19
FILED FOR RECORD

SEP 1994 RECEIVED J.P.S.O.

HP Ex. 350 (38)

Murray Shondolyn 9-28-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # I-27484-94 DEPOSIT #
BOND # 253875-D BOND $ 23,500.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Murray Shondolyn L. (DEFENDANT) LAST FIRST MI BIRTH DATE 7-14-75 [redacted] SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF RS 14:93
LIST CRIME/S AND BOND/S

ON 9-27-94 AT 1444 Lincoln Ave
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-28-94 AT 11:00 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Three Thousand Five Hundred ($ 23,500.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Collins, Patricia A. 12-1-55 [redacted] [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Patricia Collins
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Patricia Collins
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

SEP 1994 RECEIVED J.P.S.O.

☒ Shondolyn 1444 Lincoln Ave
LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.D. Porteous, JUDGE OF 24th Jud. Ct.

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt. Robinson ON 9-28-94 AT 8:30 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. L. Hebert 100908
PREPARED BY PAYROLL #

X
SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 29th day of September in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Dwayne Sims as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said dlf the sum of 7000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 7000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden dlf shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 34 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said dlf and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Dwayne Simms
Signature

[redacted]
Social Security Number

25392-10
Bond Number

F660994
Complaint Number

9-29-94 Avondale
Arrest Date Place

9-29-94 Gretna
Release Date Place

12-29-61
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

FILED FOR RECORD 94 SEP 33 AM 8 18
DEPUTY CLERK PARISH OF JEFFERSON, LA.

SEP 1994 RECEIVED J.P.S.O.

HP Ex. 350 (39)

Simms Dwayne 9-29-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # F660994 DEPOSIT #
BOND # 253920D BOND $ 8000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Simms Dwayne N/M BIRTH DATE 12-29-61 [redacted]
(DEFENDANT) LAST FIRST SECURITY #

[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14:34
LIST CRIME/S AND BOND/S

ON 9-29-94 AT 6TH & Plaza
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-29-94 AT 5:02 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF eight thousand ($ 8000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE ___ DAY OF _____ 19___ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
JACOB GLORIA S. 8-16-56 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.

ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Gloria Simms Jacob
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Dwayne Simms
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous JUDGE OF 24TH

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep [signature] ON 9-29-94 AT 4:20 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY PAYROLL # X Dep [signature] SUPERVISOR'S APPROVAL 96388 PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

RECEIVED SEP 1994 J.P.S.O.

Robinson Lenore 10-4-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 4th day of October in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Lenard Robinson as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Dy the sum of 2000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 2000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Dy shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for _____ Jt. Portfolio and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Dy and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Lenard Robinson
Signature

[redacted]
Social Security Number

254217 D
Bond Number

J-3652-94
Complaint Number

10-4-94 1604 Arnoult Rd. Metairi
Arrest Date Place

10-4-94 JPCC (WBLU)
Release Date Place

8-1-96
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD 94 OCT 7 PM 1 42
DEPUTY CLERK PARISH OF JEFFERSON, LA.

HP Ex. 350 (40)

Kennison Renon 10-4-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

JPSO ITEM # J-3652-94 DEPOSIT #
BOND # 254318D BOND $ 3,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☑ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Robinson Lenard (DEFENDANT: LAST) BIRTH DATE 8-1-76 [redacted] SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF RS 14:34 - $ 3,000.00
LIST CRIME/S AND BOND/S
ON 10-4-94 (DATE) AT 1604 Arnoult Rd. Metairie LA (LOCATION)
AND HAVING BEEN RELEASED ON 10-4-94 (DATE) AT 1850 (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S) AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT; AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Three Thousand ($ 3,000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE ____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☐

DEPUTY PRINT AND VERIFY ALL INFORMATION

FILED 94 OCT 7 PM 3:50 DEPUTY CLERK OF COURT PARISH OF JEFFERSON, LA.

PERSONAL SURETY BAIL UNDERTAKING

SURETY #1 Robinson Lawanda Marie 9-2-75 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Lawanda Robinson X
SURETY #1 SURETY #2
[redacted]
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X Lenard Robinson DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF.'S SIGNATURE - FOR ALL BONDS

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE (PSBU) Jd. Porteous, JUDGE OF 24th Judicial Court Div. A

COURT, PARISH OF JEFFERSON, RECEIVED BY Det. Paul LaBorde ON 10-4-94 AT 10:00 A.M. ☑ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL 9138 PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Owen, Steven 10-13-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 13th day of Oct in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Steven Owen as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Cal the sum of 2000 Dollars,
The said **AMWEST SURETY INS. CO.**, the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Cal shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for Attempt (94-2260) and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Cal and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: Steven Owen

[redacted]
Social Security Number

Bond Number: 234664-D
Complaint Number: J0368494
Arrest Date: 10-4-94 Place: Mnt.
Release Date: 10-13-94 Place: GPCC
Date of Birth: 11-3-66 w/m

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [signature]

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD
'94 OCT 19 AM 10 35
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J0368494 DEPOSIT # _____
BOND # 234663-D BOND $ 3000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Owens, Stevens W/m BIRTH DATE 11-3-66
DEFENDANT LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #

[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF Attach. # 94-2260 14-67 Jl. Porteous
LIST CRIME/S AND BOND/S

ON 10-4-94 AT 2900 Blk. Veta. Bl.
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-13-94 AT 4:31 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Three thousand ($ 3000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE 28th DAY OF October 19 94 AT 9:00 A.M. ☑ P.M. ☐, OR WHEN NOTIFIED ☐

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Hingle, Daniel L Jr 6-13-61 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] X
SIG. SURETY #1 SIG. SURETY #2

[redacted]
ADDRESS VERIFIED BY DEPUTY ADDRESS

X [signature] DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jl Porteous, JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. M. Wills 24346 X _____
PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-18274 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Smith, Damon
10/4/94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 4th day of Oct in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Damon Smith as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $10,000 Dollars,
The said AMWEST SURETY INS. CO. the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 95.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Damon Smith
Signature

[redacted]
Telephone

_____
Social Security Number

234598D
Bond Number

I 8473994
Complaint Number

9-28-94 Kenner
Arrest Date Place

10-4-94 JPCC
Release Date Place

8-14-71 N/M
Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1978
CALIFORNIA

FILED FOR RECORD
94 OCT 11 AM 9:43
DEPUTY CLERK
PARISH OF JEFFERSON, LA

OCT 1994
RECEIVED
J.P.S.O.

HP Ex. 350 (42)

Smith, Damion
10-4-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

JPSO ITEM # I 8473994 DEPOSIT #
BOND # 8345990 BOND $ 25,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Smith Damion N/m — BIRTH DATE 8-14-71 [redacted]
DEFENDANT LAST FIRST MI SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-95.1 + 14-69 $25,000.00
LIST CRIME(S) AND BOND(S)
ON 9-28-94 AT 2200 Blk. Airport
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-4-94 AT 11:33 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty-Five Thousand ($25,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY: PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2 Smith Marie L 10351 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

x Marie Smith
SIG. SURETY #1 — X SIG. SURETY #2

[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY — ADDRESS VERIFIED BY DEPUTY

Damion Smith — DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS

OCT 1994 RECEIVED JPSO

DEPUTY CLERK
PARISH OF JEFFERSON, LA.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ — PRETRIAL RELEASE PROGRAM-ATTY/CLERK OF COURT ☐

OF HONORABLE J. Parker Hall JUDGE OF 24th Jud.
COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt. Hector Duarte ON 10-4-94 AT 11:25 A.M. ☑ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

x Dep. M. Wells 28346 — x
PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☒ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 10th day of October in the year of our Lord, one thousand nine hundred 94, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Roddrick Miller as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said _____ the sum of 1000.00 Dollars,
The said AMWEST SURETY INS. CO., the sum of 1000.00 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden _____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for _____ 67 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said _____ and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** Roddrick Miller

Signature

[redacted]

Social Security Number

234623-D
Bond Number

I6 32392
Complaint Number

10-7-94 Metairie
Arrest Date Place

10-10-94 OPCC
Release Date Place

12-9-71 M/m
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY _____

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

OCT 1994 RECEIVED J.P.S.O.

FILED FOR RECORD 94 OCT 13 PM 8 43 DEPUTY CLERK OF COURT JEFFERSON LA.

Miller, Roddrick
Bond 94

**BOND FORM** J0689494

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I0632392 DEPOSIT #
BOND # 234622-D BOND $ 1500.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Miller, Roddrick A. N/m BIRTH DATE 12-9-71 [redacted]
DEFENDANT LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-69a + 40966 (D) $1500.00
LIST CRIME/S AND BOND/S
ON 10-7-94 AT 3300 Blk. Met. Rd. Metha
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-10-94 AT 4:44 A.M. ☐ P.M. ☑ LOCK-UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT, AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA
THE SUM OF Fifteen thousand ($ 1500.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON
THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Brown, Delores Peters 12-29-51 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #
SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Delores Brown
SIG. SURETY #1
[redacted]
ADDRESS VERIFIED BY DEPUTY
X Roddrick Miller
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY:

PARISH OF JEFFERSON, LA.
DEPUTY CLERK

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE [signature] JUDGE OF 24th Jud
COURT, PARISH OF JEFFERSON, RECEIVED BY FILED FOR RECORD ON _____ AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. M. Wells 28346
PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Taylor Harold 10-10-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 10th day of October in the year of our Lord, one thousand nine hundred 93, before me, HARRY LEE, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Harold Taylor as principal, and AMWEST SURETY INS. CO., as surety, who severally acknowledge themselves indebted, and owe to EDWIN W. EDWARDS, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said OY the sum of 5000.00 Dollars,
The said AMWEST SURETY INS. CO. the sum of 5000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden OY shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 95.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said OY and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Harold Taylor
Signature

[redacted]
Telephone

Social Security Number

254563-D
Bond Number

J815694
Complaint Number

10-9-94 Gretna
Arrest Date Place

10-10-94 JPCC
Release Date Place

12-14-60 N M
Date of Birth

**SURETY**

AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY:

**AGENT**

BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1970 CALIFORNIA

FILED FOR RECORD
94 OCT 13 AM 8 45
SHERIFF CLERK
PARISH OF JEFFERSON, LA.

HP Ex. 350 (44)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J-8156.94 DEPOSIT #
BOND # 254564-D BOND $ 5000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, TAYLOR, HAROLD N/M BIRTH DATE 12/14/60 —
(DEFENDANT) LAST FIRST MI DOB SECURITY #

[redacted] HAVING BEEN

ARRESTED FOR THE CRIME(S) OF RS 14-95.1
LIST CRIME/S AND BOND/S

ON 10/9/94 AT 4200 LOCCOUTURE ST GRETNA
DATE LOCATION

AND HAVING BEEN RELEASED ON 10/10/94 AT 5:49 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF FIVE THOUSAND ($5000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Windmon, Rosie Lee 7-30-83 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

Rosie Windmon
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Harold Taylor
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD Porteous JUDGE OF 24TH JUDICIAL

COURT, PARISH OF JEFFERSON, RECEIVED BY [illegible] ON 10/10/94 AT 9:50 A.M. ☒ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep J Gatti 28843
PREPARED BY PAYROLL #

X
SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☒ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 10th day of October
In the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared [illegible] as principal, and **AMWEST SURETY INS. CO.** as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said [illegible] the sum of 2500 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 25000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden [illegible] shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for [illegible]

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said [illegible] and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** [illegible]
Signature
[redacted]
Social Security Number

Bond Number 25[illegible]
Complaint Number 15-1802-94
Arrest Date 10-8-94 Place 913 29
Release Date 10-10-94 Place SPC
Date of Birth 4-26-52

**SURETY** **AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [illegible]

**AGENT** **BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1[illegible] CALIFORNIA

FILED FOR RECORD
94 OCT 13 AM 8 45
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

Tassell Kimbely

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # J-81127-94 DEPOSIT # _____
BOND # 254547-D BOND $ 5000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Richardson, Nathaniel D/M BIRTH DATE 4/26/52 [redacted] HAVING BEEN

[redacted]

ARRESTED FOR THE CRIME(S) OF RS 14-34
LIST CRIME/S AND BOND/S

ON 10/8/94 AT 913 27TH St Kenner
DATE LOCATION

AND HAVING BEEN RELEASED ON 10/10/94 AT 1050 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PEREFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand ($ 5000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Howard, Bertha L 12-27-47 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I(WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Bertha Lee Howard
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

ADDRESS VERIFIED BY DEPUTY

X [signature]
DEP'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST MI FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL OR WRITTEN ORDER ☒ PRETRIAL RELEASE ☐ OR BY ATTN. CLERK OF COURT ☐

OF HONORABLE JD Parrous JUDGE OF 24TH JUDICIAL

COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 10/10/94 AT 10:10 A.M. ☒ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

FILED FOR RECORD
TH 2 THE 24TH JUDICIAL DIST. COURT

X [signature] 2843
PREPARED BY PAYROLL # X SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Bulen Donald 10-11-94

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☐

JPSO ITEM # J0227394 DEPOSIT #
BOND # 234633D BOND $ 22000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Bulen Donald Wm BIRTH DATE 12-19-55 [redacted]
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-27/62, 285
LIST CRIME/S AND BOND/S

ON 10-3-94 AT 404 E. Butterfly Ct. Gretna
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-11-94 AT ~~5:25~~ A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Two Thousand ($ 22,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Bulen LAURA G 8-12-28 [redacted]
LAST FIRST MI DOB DL # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Laura Bulen
[redacted]

X Donald Bulen
DEF'S SIGNATURE - FOR ALL BONDS

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.D. Parteaux, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY C.H. Robinson ON 10-11-94 AT 1:30 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. Thompson 5786 X
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

Bailey Nicholas

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 11 day of OCT in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Donald Bulen as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 8,000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 8,000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 27/62, 285

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Donald Bulen
Signature

[redacted]
Social Security Number

834634D
Bond Number

J817394
Complaint Number

10-3-94 Gretna
Arrest Date Place

10-11-94 JPCU
Release Date Place

12-19-55 W/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1975
CALIFORNIA

OCT 1994
RECEIVED
J.P.S.O.

OCT 13 AM 8 15

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 11th day of October in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared John Wells Jr as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said Ely the sum of 5000.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 5000.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ely shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for _____ and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ely and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: John H. Wells Jr
Bond Number: 254615-D
Complaint Number: J957494
Arrest Date: 101094 Place: CB
Release Date: 101194 Place: JPEC
Date of Birth: 7-26-72 NM
Social Security Number: [redacted]

**SURETY**
AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**
BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD OCT 13 AM 8 46 1994 PARISH OF JEFFERSON, LA. DEPUTY CLERK
RECEIVED J.P.S.O.

Wells, John H. 10-11-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J957494 DEPOSIT #
BOND # 254616-D BOND $ 160,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Wells, John H. JR N/m BIRTH DATE 7-26-72 [redacted] HAVING BEEN

ARRESTED FOR THE CRIME(S) OF RS 40-967 P&D
LIST CRIME/S AND BOND/S

ON 10-10-94 AT 1120 S. Upland St
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-11-94 AT 8:55 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF One hundred sixty thousand ($ 160,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Taylor, Kie Louis 122063 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.

ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

(X) Kie Taylor
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]

ADDRESS

ADDRESS VERIFIED BY DEPUTY

(X) John H. Wells
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jd T. Porteous, JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep E. Stdd ON 10-11-94 AT 5:15 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

FILED FOR RECORD

X PREPARED BY PAYROLL #

X Dep E. Stdd 38646
SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

Bradley, Leonard
10-11-94

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I 1189294 DEPOSIT # _____
BOND # 23462HD BOND $ 18,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Bradley Leonard Blm BIRTH DATE 1 17 67 [redacted]
LAST FIRST MI MONTH DAY YEAR
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-80 - 14-92.D
LIST CRIME/S AND BOND/S

_____ ON 9-15-94 AT 100 Dolhonde St.
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-11-94 AT 1:00 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Eighteen Thousand ($ 18,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
McBride Shelita M 7-16-70 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Shelita McBride X
SIG. SURETY #1 SIG. SURETY #2

[redacted] ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Leonard Bradley DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS

PARISH OF JEFFERSON, LA.
DEPUTY CLERK

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porter Bell, JUDGE OF _____

COURT, PARISH OF JEFFERSON, RECEIVED BY D. Thompson ON 10-11-94 AT 1026 A.M. ☑ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X D.P.D. Thompson 5786 X
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

OCT 1994 RECEIVED J.P.S.O.

Bradley Leonard 10/11/94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 11 day of Oct in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared BRADLEY, LEONARD as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said DEF the sum of $2000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $2000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden DEF shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 14:92.6

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said DEF and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]

Social Security Number

234625-D
Bond Number

I 118 92 94
Complaint Number

9-15-94 Gretna
Arrest Date Place

10-11-94 JPCC
Release Date Place

1-17-67 N/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

FILED FOR RECORD
94 OCT 13 AM 8 43
DEPUTY CLERK
CLERK OF COURT

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1975
CALIFORNIA

OCT 1994
RECEIVED
J.P.S.O.

Washington, Donald 10-11-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 11 day of Dec in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared DONALD WASHINGTON as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Ref the sum of $5000.00 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ref shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 81/67

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ref and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Donald Washington
Signature

[redacted]
Social Security Number

234629R
Bond Number

I-8330593/E2613194
Complaint Number

9-3-94 EBrt
Arrest Date Place

10-11-94 LuBrd
Release Date Place

5-29-63 N/M
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Lisa Maillot

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

OCT 1994 RECEIVED J.P.S.O.

FILED FOR RECORD 94 OCT 13 AM 8 13

Mandatory Release 10-11-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

# BOND FORM

I8330593

JPSO ITEM # E 2613194 DEPOSIT #

BOND # 234628R BOND $ 23500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Washington Donald Ohn BIRTH DATE 5-29-63 [redacted]

[redacted] HAVING BEEN

RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-81, 67
LIST CRIME/S AND BOND/S

ON 9-1-94 AT 4115 Jeff Hwy Met. L.
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-11-94 AT 3:45 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty three thousand five ($ 23500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE 12 DAY OF December 19 94 AT 9a A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☐

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1

Dupuy Dana 06-2670 [redacted]

LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2

LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Dana Dupuy
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Donald Washington
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Judge Particia, JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. Dannette Thompson ON 10-11-94 AT 11:35 A.M. ☑ P.M. ☐

AND VERIFIED BY ON AT A.M. ☐ P.M. ☐

X PREPARED BY PAYROLL # X Col. Nancy Robinson 51167
SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

1 pg. 10-12-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 11th day of Oct, in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Thi NGO as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $15.000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of $15.000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 37.1 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature

[redacted]
Social Security Number

254707D
Bond Number

I3060894
Complaint Number

9-30-94 Avondale
Arrest Date Place

10-12-94
Release Date Place

6-13-77
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Louis Marcotte

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1979 CALIFORNIA

FILED FOR RECORD 94 OCT 11 AM 9 15 DEPUTY CLERK OF JEFFERSON

OCT 1994 RECEIVED J.P.S.O.

Ngo Thi 10-12-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT ☑**

JPSO ITEM # I3060894 DEPOSIT # _____
BOND # 2547060 BOND $ 15000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Ngo Thi W/M BIRTH DATE 6-13-77 [redacted] SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-37.1
LIST CRIME(S AND BOND/S

ON 9-30-94 AT 1100 Bridge City Ave
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-12-94 AT 9:15 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF fifteen thousand ($ 15000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
BINH JOHN V. 2-15-53 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X John Binh
SIG. SURETY #1 [redacted]
X SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
X [signature]
DEF'S SIGNATURE - FOR ALL BONDS
DEF. POSTED OWN CASH ☐ OR POSTED BY: _____
LAST FIRST FULL ADDRESS TELE #

OCT 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt Robinson ON 10-12-94 AT 5:52 A.M. ☐ P.M. ☑

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY _____ PAYROLL # X SUPERVISOR'S APPROVAL [signature] 96388 PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Grid-Surety

Willy Jones 10-12-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ 24TH JUDICIAL DISTRICT COURT
☐ FIRST PARISH COURT
☐ SECOND PARISH COURT
☐ OTHER _____

BE IT REMEMBERED, That on this 12 day of Oct in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Louis Wells as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of $20,000 or Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 967

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

X Louis Wells
Signature

[redacted]
Social Security Number

254674-D
Bond Number

J-9574-94
Complaint Number

10-10-94 — 1120 S. Upland St
Arrest Date — Place

10-12-94 — JPCC
Release Date — Place

8-21-68
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY — INCORPORATED MAY 1, 1975 — CALIFORNIA

94 OCT 14 AM 9 16
DEPUTY CLERK
PARISH OF JEFFERSON, LA.
FOR RECORD

OCT 1994 RECEIVED J.P.S.O.

Wells, Louis 10-12-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☐ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 12 day of Oct in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Louis wells as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Ref the sum of 21500 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ref shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for P.V. and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ref and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

X Louis Wells
Signature

[redacted]
Telephone

_____
Social Security Number

254675-y
Bond Number

5-9574-9.1
Complaint Number

10-10-9.1 1120 S. Upland
Arrest Date Place

10-12-94 JPCC
Release Date Place

8-21-68
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Rico Maurell

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1976
CALIFORNIA

FILED FOR RECORD
94 OCT 14 AM 9 16
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

OCT 1994
RECEIVED
J.P.S.O.

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSC ITEM # J-9574-94 DEPOSIT #
BOND # 254673-D BOND $ 160,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

WELLS, LOUIS E. N/M BIRTH DATE 8/21/68 [redacted]
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF RS 40-967A04P, 40-967A04D
LIST CRIME/S AND BOND/S
ON 10/10/94 AT 1120 S. UPLAND ST MCT
DATE LOCATION
AND HAVING BEEN RELEASED ON 10/12/94 AT 1:30 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF ONE HUNDRED SIXTY THOUSAND ($ 160,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ___ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
WILLIAMS, ELMERA W 11-29-50 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Elmera Williams
SIG. SURETY #1 X SIG. SURETY #2
[redacted]
ADDRESS ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Louis Wells
DEF'S SIGNATURE - FOR ALL BONDS DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE JD PORTEOUS JUDGE OF 24TH JUDICIAL
COURT, PARISH OF JEFFERSON, RECEIVED BY DEP. J. GATTI ON 10/12/94 AT 11:40 A.M. ☒ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
X Dep J Gatti 28843 X
PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy Pink-Defendant Gold-Surety

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

JPSO ITEM # 1139594 1139453 1139454 DEPOSIT #
BOND # 2547510 BOND $ 16,250

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

Ebright Scott w/m BIRTH DATE 11 1 61 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS AREA # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF RS14-71.A-6cts 14-71.C 13cts
LIST CRIME/S AND BOND/S

ON 10-11-94 AT 1145 OR Range Blds Lo. Harvey
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-13-94 AT 2:39 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT; AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Sixteen Thousand two Hundred Fifty 16,250 ) DOLLARS

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
BENAVIDES VIVIANE A. 3-10-32 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
☐ ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 X SIG. SURETY #2

[redacted] ADDRESS

ADDRESS VERIFIED BY DEPUTY

DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Forteous, JUDGE OF

COURT, PARISH OF JEFFERSON, RECEIVED BY D. Thompson ON 10-13-94 AT 1040 A.M. ☑ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X D R Thompson 5786 X
PREPARED BY PAYROLL # SUPERVISOR'S APPROVAL

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

Elwright Scott 10-13-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

**BE IT REMEMBERED**, That on this 13th day of Oct. in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Scott Elwright as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Cel the sum of 5,000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Cel shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 71B and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Cel and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

[signature]
Signature

[redacted]
Social Security Number

254752D
Bond Number

H2995994
Complaint Number

10-11-94 Harvey
Arrest Date Place

10-13-94 [signature]
Release Date Place

11-1-61
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD
94 OCT 19 AM 10 36
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

Hearing Bond 10-19-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

**BOND FORM** E-16055-93 E-16057-93 E-16044-93 E-16051-93 E-16045-93

JPSO ITEM # E-10245-93 DEPOSIT #

BOND # 255111-D BOND $ 6250.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, BURTON ERIS N/F BIRTH DATE 4-3-73 [redacted]

[redacted] HAVING BEEN

ARRESTED FOR THE CRIME(S) OF 14:67(B), 14:7(B) WARR: 9 COUNTS
LIST CRIME/S AND BOND/S

ON 10-17-94 AT 100 DOLHOWDE ST.
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-19-94 AT 4:05 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF SIX THOUSAND TWO FIFTY ($ 6250.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1

PAYNE SANDRA B 5-14-46 [redacted]
LAST FIRST MI DOB

SURETY #2

LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.

ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Mrs Sandra Payne
SIG. SURETY #1

[redacted]

X
SIG. SURETY #2

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Eris Burton
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD PORTEOUS, JUDGE OF 24th Jud Court

COURT, PARISH OF JEFFERSON, RECEIVED BY DEB [illegible] ON 10-19-94 AT 3:15 A.M. ☐ P.M. ☒

AND VERIFIED BY [illegible] ON _____ AT _____ A.M. ☐ P.M. ☐

X DEB Raab 100245 X
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

Burton Eric 10-18-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☐ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 18 day of Oct in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared ERIS Burton as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:
The said Def the sum of $ 1,500.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 71

and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Eris Burton
Signature

[redacted]
Social Security Number

255112-D
Bond Number E-16055-93 E-10245-93
E-16053-93 E-16031-93 E-16043-93 E-16057-93 E-16051-93 E-16049-93 E-16044-93 E-16045-93
Complaint Number
10-17-94 100 Dollars
Arrest Date Place
10-18-94 J.P.C.C.
Release Date Place
4-3-73 N/F
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: Lisa Mallett

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1976 CALIFORNIA

FILED FOR RECORD
94 OCT 27 AM 8 19

OCT 1994 RECEIVED J.P.S.O.

Compton, Trellis 10-23-94

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J 3217-94 DEPOSIT # _____
BOND # 255,325 D BOND $ 600

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☑

I, Compton, Trellis B/m BIRTH DATE 5-9-68 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #

[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 40-1033, 108
LIST CRIME/S AND BOND/S

ON 10-21-94 AT 3113 Washington St. Kenner
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-23-94 AT 10:30 A.M. ☑ P.M. ☐ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Six Hundred ($ 600.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X _____ SIG. SURETY #1 X _____ SIG. SURETY #2

ADDRESS ADDRESS

ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X Trellis Compton
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☑, OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE _____, JUDGE OF _____

COURT, PARISH OF JEFFERSON, RECEIVED BY 11 8 AM 27 OCT 94 ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

PAYROLL # X Dep. J. Lacaze 45043 PAYROLL #
SUPERVISOR'S APPROVAL

Low-Bond-Deputy Pink-Defendant Gold-Surety

HP Ex. 350 (54)

Cmplt Brelles 10-23-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 23rd day of October in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Brelles Compton as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Ay the sum of 500.00 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 800.00 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Ay shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 966 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Ay and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Brelles Compton
Signature

[redacted]
Social Security Number

255326 D
Bond Number

J 8321794
Complaint Number

10-21-94 Kenner
Arrest Date Place

10-23-94 JPC
Release Date Place

5-9-68
Date of Birth

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALIF. 91365
BY: [signature]

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

PARISH OF JEFFERSON, LA.
DEPUTY CLERK
'94 OCT 27 AM 10
FILED FOR RECORD

OCT 1994
RECEIVED
P.S.O.

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 23rd day of October in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Trellis Compton as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said DY the sum of 2000 Dollars,
The said **AMWEST SURETY INS. CO.** the sum of 2000 Dollars,
of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden DY shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 969 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said DY and shall keep the peace in the meantime; then this recognizance to be void, otherwise to remain in full force and effect.

**PRINCIPAL**

Trellis Compton
Signature

[redacted]
Social Security Number

2553273
Bond Number

5832794
Complaint Number

10.21.94 Kenner
Arrest Date Place

10.23.94 JPCC
Release Date Place

5-9-68
Date of Birth

**SURETY** **AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT** **BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY
INCORPORATED
MAY 1, 1976
CALIFORNIA

FILED FOR RECORD
94 OCT 27 AM 8 42
DEPUTY CLERK
PARISH OF JEFFERSON, LA.

OCT 1994
RECEIVED
J.P.S.O.

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☑

JPSO ITEM # J-24895-91 DEPOSIT #
BOND # 255502-N BOND $ 20,000

1ST PAR.C.E. ☐ 2ND PAR.CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Thornton, William W/M BIRTH DATE 1-27-59 [redacted]
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE # HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14-95.1 40-966
LIST CRIME/BAIL BOND/S
ON 10-26-91 AT 9400 blk Jefferson
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-26-91 AT 12:00 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty thousand Dollars ($ 20,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☑

DEPUTY EDIT AND VERIFY ALL INFORMATION — PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Thornton, Jimmy 5-7-62 [redacted]
LAST FIRST MI DOB DLP or SSP TELE #

SURETY #2
LAST FIRST MI DOB DLP or SSP TELE #

DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SURETY #1 [redacted] X SURETY #2
ADDRESS ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X William H. Th
DEF'S SIGNATURE - FOR ALL BONDS DEF. POSTED OWN CASH ☐ OR POSTED BY
LAST FIRST FULL ADDRESS TELE #

PRESET, BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE SD Porteous JUDGE OF 24th
COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 10-26-91 AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Dept.

OCT 1994 RECEIVED J.P.S.O.

Thornton William 10-26-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

☑ **24TH JUDICIAL DISTRICT COURT**
☐ **FIRST PARISH COURT**
☐ **SECOND PARISH COURT**
☐ **OTHER** _____

BE IT REMEMBERED, That on this 26th day of October in the year of our Lord, one thousand nine hundred **94**, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared William Thornton as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said _____ the sum of $5000 Dollars,
The said **AMWEST SURETY INS. CO.**, the sum of $5000 Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden _____ shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for _____ 951 and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said _____ and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL**

Signature: William H. Thornton

[redacted]
Social Security Number

Bond Number: 255503-0
Complaint Number: J-24895-91
Arrest Date: 10-26-91 Place: 9400 Jeff Me F
Release Date: 10-26-91 Place: JPCC
Date of Birth: 1-27-59

**SURETY**

**AMWEST SURETY INS. CO.**
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: _____

**AGENT**

**BAIL BONDS UNLIMITED INC.**
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1978 CALIFORNIA

OCT 1994 RECEIVED J.P.S.O.

Massey Craig 10-27-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**

**APPEARANCE BOND**

- ☑ **24TH JUDICIAL DISTRICT COURT**
- ☐ **FIRST PARISH COURT**
- ☐ **SECOND PARISH COURT**
- ☐ **OTHER** _____

BE IT REMEMBERED, That on this 27th day of Oct in the year of our Lord, one thousand nine hundred 94, before me, **HARRY LEE**, Sheriff of the Parish of Jefferson, State of Louisiana, personally came and appeared Craig Massey as principal, and **AMWEST SURETY INS. CO.**, as surety, who severally acknowledge themselves indebted, and owe to **EDWIN W. EDWARDS**, Governor of the State of Louisiana and his successor in office, in the several sums following, that is to say:

The said Def the sum of 5,000 Dollars,

The said **AMWEST SURETY INS. CO.** the sum of _____ Dollars,

of good and lawful money of the United States, for the true payment of which respective sums they and each of them bind themselves, their respective, heirs, executors and administrators firmly by these presents. Also we waive all our Homestead Exemptions allowed us by the laws of this State.

UPON CONDITION, nevertheless, that if the above bounden Def shall appear before the Court, WHEN NOTIFIED, or if the said Court should not be held on the day last aforesaid, then on the first day thereafter that the said Court shall be held, then and there to answer to the charge brought against him for 9107 Dist and shall not depart without the leave of the said Court, until the final trial and conviction or acquittal of the said Def and shall keep the peace in the meantime; then this recognizance to be void; otherwise to remain in full force and effect.

**PRINCIPAL** X Craig Massey
Signature

[redacted]
Social Security Number

255593D
Bond Number

J2537294
Complaint Number

10/26/94 Marrero
Arrest Date Place

10/27/94 [illegible]
Release Date Place

6/22/67
Date of Birth

**SURETY** AMWEST SURETY INS. CO.
POST OFFICE BOX 4500
WOODLAND HILLS, CALF. 91365
BY: [illegible]

**AGENT** BAIL BONDS UNLIMITED INC.
221 DERBIGNY STREET
GRETNA, LOUISIANA 70053
TELEPHONE: (504) 368-2245

AMWEST SURETY INSURANCE COMPANY INCORPORATED MAY 1, 1975 CALIFORNIA

OCT 1994 RECEIVED J.P.S.O.

HP Ex. 350 (56)

# BOND FORM

STATE OF LOUISIANA
PARISH OF JEFFERSON
24TH JUDICIAL COURT ☒

JPSO ITEM # J2537294 DEPOSIT # _____
BOND # 255592D BOND $ 25000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Massey Craig NHM BIRTH DATE 6/22/67 [redacted]
DEFENDANT, LAST FIRST MI
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 40-967 A+C
LIST CRIME/S AND BOND/S
ON 10/26/94 AT 648 Jackson Ally
DATE LOCATION
AND HAVING BEEN RELEASED ON 10/27/94 AT 11:00 AM ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Five Thousand ($ 25,000) DOLLARS

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
WILLIAMS LAWRENCE J. JR. 12/29/67 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURT'S OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Lawrence Williams
SIG. SURETY #1 [redacted]
[redacted]
ADDRESS VERIFIED BY DEPUTY

X SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Craig Massey
DEFS. SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY _____

LAST FIRST MI ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-AT THE CLERK OF COURT ☐

OF HONORABLE Lorraine Jones, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 10/27/94 AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X PREPARED BY _____ PAYROLL # X SUPERVISOR'S APPROVAL [signature] PAYROLL # 96 388

JPSO 2-1R2/4 (Rev. 4/00) White-Clerk of Court Yellow-Bond Transfer Pink-Defendant Gold-Bondsman

Received Oct 28 '94 11:23 23 5679 OCT 1994 RECEIVED JPSO

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I 84262.94 DEPOSIT # _____
BOND # 253708-D BOND $ 17,500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Robinson, Rodney Jim (DEFENDANT) LAST FIRST BIRTH DATE 1-24-76 DAY YEAR [redacted] SOCIAL SECURITY #
[redacted] TELEPHONE # HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 40.967 A&C
LIST CRIME/S AND BOND/S
ON 9-25-94 DATE AT Clemson & Dartmouth LOCATION
AND HAVING BEEN RELEASED ON 9-25-94 DATE AT 2:30 TIME A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seventeen Thousand Five Hundred ($ 17,500.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Bell, Stacey M. 1/23/66 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

Stacey Bell
[redacted]
X Rodney Robinson
DEF'S SIGNATURE - FOR ALL BONDS

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY
LAST FIRST FULL ADDRESS

SEP 1994 RECEIVED JPSO

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE JD Parkins JUDGE OF 24th Judicial
COURT, PARISH OF JEFFERSON, RECEIVED BY Dip Gallo ON _____ AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

DLL # X Dip J. Lacaz 45047 PAYROLL #
SUPERVISOR'S APPROVAL
Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (01)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT ☑**

JPSO ITEM # I 8473994 DEPOSIT # _____
BOND # 234599D BOND $ 25,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Smith, Damion N/m (DEFENDANT) LAST FIRST MI BIRTH DATE 8-14-71 MONTH DAY YEAR [redacted] SOCIAL SECURITY #

[redacted] HAVING BEEN
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-95.1 + 14-69 $25,000.00
LIST CRIME/S AND BOND/S

ON 9-28-94 (DATE) AT 2200 Blk. Airport (LOCATION)

AND HAVING BEEN RELEASED ON 10-4-94 (DATE) AT 1:35 (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty-five thousand ($25,000.00) DOLLARS,

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
[illegible] [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
Smith MARIE L 10351 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Marie Smith
SIG. SURETY #1

[redacted]
ADDRESS VERIFIED BY DEPUTY

X Damion Smith
DEF'S SIGNATURE - FOR ALL BONDS

X _____
SIG. SURETY #2

ADDRESS

ADDRESS VERIFIED BY DEPUTY

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994
RECEIVED
J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J. Fortious, JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt. Frieda Brown ON 10-4-94 AT 11:25 A.M. ☑ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. M. Wells 28346 X SU
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (02)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J0368494 DEPOSIT # _____
BOND # 234663-D BOND $ 3000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Owens, Stevens. w/m BIRTH DATE 11-3-66
[redacted] SECURITY #
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE # HAVING BEEN
ARRESTED FOR THE CRIME(S) OF Attach. # 94-2260 14-67 Jl. Porteous
LIST CRIME/S AND BOND/S
ON 10-4-94 AT 2900 Blk. Vets. Bd.
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-13-94 AT 4:31 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Three thousand ($ 3000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE 28th DAY OF October 19 94 AT 9:00 A.M. ☑ P.M. ☐, OR WHEN NOTIFIED ☐

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Hingle, Daniel L. Jr 6-12-61 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] X
SIG. SURETY #1 SIG. SURETY #2
[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X [signature] DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jl. Porteous, JUDGE OF 24th Jud.
COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. M. Wells 24346 X
PREPARED BY PAYROLL # SI

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (03)

**BOND FORM** J0689494

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I0632392 DEPOSIT # _____
BOND # 234622-D BOND $ 1500.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Miller, Roddrick D. N/m BIRTH DATE 12-9-71 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14.69a + 40.966 (D) $1500.00
LIST CRIME/S AND BOND/S
ON 10-7-94 AT 3300 Bek. Met. Rd. Metha
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-10-94 AT 4:11 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Fifthteen thousand ($ 1500.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Brown, Delores Peters 12-29-51 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

(X) Delores Brown
SIG. SURETY #1

X _____
SIG. SURETY #2

[redacted]
ADDRESS VERIFIED BY DEPUTY

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Roddrick Miller
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY: _____

OCT 1994 RECEIVED

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM ATTN: CLERK OF COURT ☐

OF HONORABLE Ad. Parteous JUDGE OF 24th Jud

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. M. Wells 28346 X _____
PREPARED BY PAYROLL # SUR

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (04)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J-07830-94 DEPOSIT # _____
BOND # 254580 BOND $ 5000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Robinson George (DEFENDANT) LAST FIRST MI BIRTH DATE 06/19/62 (MONTH DAY YEAR) [redacted] SOCIAL SECURITY # _____ HAVING BEEN

RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF RS 14:67.10(B) Theft, 92(C) Contri Delinq Juv 92(C) Contri Delinq Juv (LIST CRIME/S AND BOND/S) ON 10/08/94 (DATE) AT 3301 Veterans Blvd Met LA. (LOCATION)

AND HAVING BEEN RELEASED ON _____ (DATE) AT _____ (TIME) A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand ($ 5000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ___ AT _____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☐

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Robinson Carlotta M. 10/18/69 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Carlotta Robinson X
[redacted]
ADDRESS VERIFIED BY DEPUTY

X Dana Robinson DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J. Fontenot, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dan S Hoffa 5668 X
PREPARED BY PATROL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (05)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J-8156.94 DEPOSIT #
BOND # 254564-D BOND $ 5000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER

PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, TAYLOR, HAROLD N/M BIRTH DATE 12/14/60 — [redacted] SECURITY # HAVING BEEN

RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF RS 14-95.1
LIST CRIME/S AND BOND/S

ON 10/9/94 AT 4200 LOCCOUTURE ST GRETNA
DATE LOCATION

AND HAVING BEEN RELEASED ON 10/10/94 AT 5:49 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF FIVE THOUSAND ($ 5000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Windmon, Rosie Lee 7-30-93 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Rosie Windmon
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]

ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Harold Taylor
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD PORTEOUS, JUDGE OF 24TH JUDICIAL

COURT, PARISH OF JEFFERSON, RECEIVED BY DEP. J. GATTI ON 10/10/94 AT 9:50 A.M. ☒ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep J Gatti 28843 X
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (06)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J-81127-94 DEPOSIT # _____
BOND # 254547-D BOND $ 5000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, RICHARDSON, NATHANIEL D/M BIRTH DATE 4/26/52 [redacted]
[redacted] SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF RS 14-34
LIST CRIME/S AND BOND/S

ON 10/8/94 AT 913 27TH ST KENNER
DATE LOCATION

AND HAVING BEEN RELEASED ON 10/10/94 AT 1050 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF FIVE THOUSAND ($ 5000.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Howard, Bertha L 12-27-47 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Bertha Lee Howard
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

ADDRESS VERIFIED BY DEPUTY

X Nathaniel Richardson
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS

PRESET BOND SCHEDULE ☐, OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD PORTEOUS, JUDGE OF 24TH JUDICIAL

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. J. Gatti ON 10/10/94 AT 10:10 A.M. ☒ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep J Gatti 28843
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (07)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM #: J95 74916 DEPOSIT #:
BOND #: 95 4616-D BOND $ 160,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Wells, John H. JR N/M BIRTH DATE 7-26-72 [redacted]
[redacted] HAVING BEEN

ARRESTED FOR THE CRIME(S) OF RS 40-967 P&D
LIST CRIME/S AND BOND/S

ON 10-10-94 AT 1120 S. Upland St
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-11-94 AT 8:55 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF One hundred sixty thousand ($ 160,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Taylor, Kie Louis 122063 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
John H. Wells Jr.
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

(X) Kie Taylor
[redacted]
(X) John H. Wells
DEF'S SIGNATURE - FOR ALL BONDS

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐, OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jd T. Porteous, JUDGE OF 24th Jud.

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep E. Stell ON 10-11-94 AT 5:15 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep E. Stell 38646
SUPERVISOR'S APPROVAL PAYROLL #

...nd Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (08)

**BOND FORM** I#330593

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # E 2613154 DEPOSIT #
BOND # 234628R BOND $ 23500
Fraud

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

Washington Donald Sr. BIRTH DATE 5-24-63 [redacted] SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14:84, 67
LIST CRIME/S AND BOND/S
ON 9-1-94 AT 4115 Jill Ave. Kenner
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-11-94 AT 3:45 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Three Thousand Five is 23500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON
THE 12 DAY OF December 19 94 AT 9a A.M. ☐ P.M. ☐ ; OR WHEN NOTIFIED ☐

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY # 1
Dupuy Dana 6-26-70 [redacted]
LAST FIRST MI DOB DL # OR SS # TELE #

SURETY # 2
LAST FIRST MI DOB DL # OR SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

x Dana Dupuy
SIG. SURETY #1 [redacted]

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Donald Washington
DEFS SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Judge Pertuis JUDGE OF 24th Court

COURT, PARISH OF JEFFERSON, RECEIVED BY Rep. Lawrence Thompson ON 10-11-94 AT 11:35 A.M. ☑ P.M. ☐

AND VERIFIED BY ON AT A.M. ☐ P.M. ☐

D.I. # SUPERVISOR'S APPROVAL PAYROLL #

Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (09)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # I 1189294 DEPOSIT #
BOND # 234624D BOND $ 18,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Bradley Leonard B/m BIRTH DATE 1 17 67 [redacted]
DEFENDANT LAST FIRST MI DOB SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-80 - 14-92 D
LIST CRIME/S AND BOND/S
ON 9-15-94 AT 100 Dolhonde St.
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-11-94 AT 1:00 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Eighteen Thousand ($ 18,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐ OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
McBride Shelita M 7-16-70 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Shelita McBride X
SIG. SURETY #1 SURETY #2
[redacted] RESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Leonard Bradley DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

OCT 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous, JUDGE OF
COURT, PARISH OF JEFFERSON, RECEIVED BY D Thompson ON 10-11-94 AT 1026 A.M. ☑ P.M. ☐
AND VERIFIED BY ON AT A.M. ☐ P.M. ☐

X Dep. D Thompson 5786 X
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (10)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☐ Donald Bulen

JPSO ITEM # J0217394 DEPOSIT # _____
BOND # 234635D BOND $ 22000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Bulen Donald Wm BIRTH DATE 12-19-55 [redacted]
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-27/62, 285
LIST CRIME/S AND BOND/S

ON 10-3-94 AT 404 E. Butterfly Ct Gretna
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-11-94 AT ~~5:25~~ A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Two thousand ($ 22,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Bulen Laura G 8-12-28 [redacted]
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Laura Bulen
SIG. SURETY #1 [redacted]
ADDRESS VERIFIED BY DEPUTY

X _____
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Donald Bulen
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.D. Portiaux JUDGE OF 404 Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY CN Robinson ON 10-11-94 AT 1:30 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep Thompson 5786
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Dept

HP Ex. 351 (11)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J-957494 DEPOSIT # _____
BOND # 254673-D BOND $ 160,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, WELLS, LOUIS E. N/M BIRTH DATE 8/21/68 [redacted]
[redacted] ECURITY #
[redacted] AVING BEEN
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF RS 40-967A04P, 40-967A04D
LIST CRIME/S AND BOND/S
ON 10/10/94 AT 1120 S. UPLAND ST MCE
DATE LOCATION
AND HAVING BEEN RELEASED ON 10/12/94 AT 1:30 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF ONE HUNDRED SIXTY THOUSAND ($ 160,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Williams, Elmera W 11-29-50 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Elmera Williams
SIG. SURETY #1
[redacted]
ADDRESS
ADDRESS VERIFIED BY DEPUTY
X Louis Wells
DEF'S SIGNATURE - FOR ALL BONDS

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD PORTEOUS, JUDGE OF 24TH JUDICIAL
COURT, PARISH OF JEFFERSON, RECEIVED BY DEP. J. GATTI ON 10/12/94 AT 11:40 A.M. ☒ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep J Gatti 28843
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (12)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # L111492 DEPOSIT # _____
BOND # 2547100 BOND $ 1500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Simmons Stephen W/M BIRTH DATE 5-3-56 [redacted]
[redacted] AL SECURITY #
[redacted] HAVING BEEN
APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-71
LIST CRIME/S AND BOND/S

_____ ON 10-12-94 AT 2424 Manhattan
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-12-94 AT 10:00 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF One thousand five hundred ($ 1500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1

LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2

LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X _____ SIG. SURETY #1 X _____ SIG. SURETY #2

ADDRESS ADDRESS

ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X Stephen Simmons DEF. POSTED OWN CASH ☐ OR POSTED BY:

DEF'S SIGNATURE - FOR ALL BONDS

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Portieu, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. [signature] ON 10-12-94 AT 9:50 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

...d Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (13)

# BOND FORM

7:54

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM# I-3060894 DEPOSIT/#
BOND # 254,7060 BOND $ 15000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Ngo Thi W/M BIRTH DATE 6-13-77 [redacted] SOCIAL SECURITY # [redacted] HAVING BEEN
ARRESTED FOR THE CRIME(S) OF 14-37.1 (LIST CRIME/S AND BOND/S)
ON 9-30-94 (DATE) AT 1100 Bridge City Ave (LOCATION)
AND HAVING BEEN RELEASED ON 10-12-94 (DATE) AT 9:15 (TIME) A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Fifteen thousand ($ 15000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
BINH JOHN V. 2-15-53 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X John van Binh
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS
ADDRESS VERIFIED BY DEPUTY

DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous, JUDGE OF 24TA

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt. Robinson ON 10-12-94 AT 5:52 A.M. ☐ P.M. ☑

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X SUPERVISOR'S APPROVAL 96388 PAYROLL #

White-Deputy Pink-Defendant Gold-Surety

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT ☒**

JPSO ITEM # J1065794 DEPOSIT # _____
BOND # 254694D BOND $ 45000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Boothe Travis N/M 9-19-75 [redacted]
[redacted] BIRTH DATE SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 967
LIST CRIME/S AND BOND/S

_____ ON 10-11-94 AT 321 Ruby St
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-12-94 AT 5:25 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Fourty five thousand ($ 45000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
~~[illegible]~~ HAYES VERA M. 6-26-50 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Vera Hayes
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS VERIFIED BY DEPUTY

ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Travis Boothe
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous, JUDGE OF 24TH

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt Robinson ON 10-12-94 AT 4:05 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (15)

**BOND FORM** I353 94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # H1093094 DEPOSIT # _____
BOND # 254696D BOND $ 55000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Anweiler Timothy W/M BIRTH DATE 11.4.62 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS

ARRESTED FOR THE CRIME(S) OF 14.43.1, 43.3, 81, 38 (2CTS)
LIST CRIME/S AND BOND/S

ON 10-5-94 AT 100 Dalhousie
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-12-94 AT 8:40 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF fifty five thousand ~~fifty~~ one hundred ($ 55000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
FRAZELLA GLORIA M. 10-15-38 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Gloria Frazella
SIG. SURETY #1

X _____
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

ADDRESS VERIFIED BY DEPUTY

X Tim Anweiler
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Porteous, JUDGE OF 24TH

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. Thompson ON 10-12-94 AT 4:10 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

...d Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (16)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J1200694 DEPOSIT # _____
BOND # 254765D BOND $ 17500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Nguyen Thanh W/M BIRTH DATE 4-7-75 [redacted] HAVING BEEN
(FIRST NAME, LAST) (MIDDLE) (SOCIAL SECURITY #)
(RESIDENCE ADDRESS) (APT. #) (CITY) (STATE) (ZIP CODE) (TELEPHONE #)

ARRESTED FOR THE CRIME(S) OF 14:62, 69, 132
(LIST CRIME/S AND BOND/S)

_____ ON 10-13-94 (DATE) AT 2800 Mt. Kennedy (LOCATION)

AND HAVING BEEN RELEASED ON 10-13-94 (DATE) AT 9:45 (TIME) A.M. ☐ P.M. ☒ EAST ☐ WEST ☒ LOCK UP

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S); AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Seventeen thousand five hundred ($ 17500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
NGUYEN CHIEN T. 10-4-56 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
NGUYEN THONG V. 12-16-57 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Chien Nguyen (SIG. SURETY #1) X Tony Van Nguyen (SIG. SURETY #2)
[redacted]
(ADDRESS VERIFIED BY DEPUTY) (ADDRESS VERIFIED BY DEPUTY)

(X) Thanh Nguyen
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Fortenberry, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY [signature] ON 10-13-94 AT 9:05 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

ALL # X [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (17)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # J 1233394 DEPOSIT # _____
BOND # 234709 BOND $ 2500

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☒ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, SILVESTRI ANGELO M. BIRTH DATE 2 7 47 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SOCIAL SECURITY #
[redacted], HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-67.10
LIST CRIME/S AND BOND/S
_____ ON 10/13/94 AT 8843 Vets. Blvd. - Met.
DATE LOCATION
AND HAVING BEEN RELEASED ON _____ AT 6:15 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Two thousand Five Hundred ($ 2500 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1

LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2

LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X _____ SIG. SURETY #1 X _____ SIG. SURETY #2

ADDRESS ADDRESS

ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X [signature] DEF. POSTED OWN CASH ☐ OR POSTED BY: J.P.S.O.
DEF'S SIGNATURE - FOR ALL BONDS

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☒ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jd. Porteous, JUDGE OF 24th JDC

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. J. Pickoff X _____
PREPARED BY PAYROLL # SI

JPSO 2-162/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (18)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # F2247694 DEPOSIT # 15-94
BOND # 254755-D BOND $ 6000
Dep P Rene

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, FANK BARRY S WM BIRTH DATE 03-07-57 [redacted]
[redacted] SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF RS 22:1243 (Ins. Fraud)
LIST CRIME/S AND BOND/S

ON 101194 AT 100 Dalhonde
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-13-94 AT 6:53 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Six Thousand ($ 6000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
SENAC MARILYN T 10-03-59 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Marilyn Senac
[redacted]
ADDRESS VERIFIED BY DEPUTY

X _____
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY

X Barry Fank
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J. Porteous, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. M. Wells ON 10-13-94 AT 355 A.M. ☐ P.M. ☑

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Sgt. D. Robinson 38936
SUPERVISOR'S APPROVAL PAYROLL #

...d Deputy Pink-Defendant Gold-Surety

**BOND FORM** J1200

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J1203091 DEP.
BOND # 234706-D BOND $ 90,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Dauvin, Jack W/m BIRTH DATE 9-16-76
[redacted] SECURITY # _____ HAVING BEEN
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-60 + 14-62, 69: (2 cts)
LIST CRIME/S AND BOND/S
ON 10-13-94 AT 2800 Mt. Kennedy Dr.
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-19-94 AT 6:30 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Ninety thousand ($ 90,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
Nguyen, Hung V. 10 5 75 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

(X) Hung Nguyen
SIG. SURETY #1
[redacted]
(X) Hung Nguyen
DEF'S SIGNATURE - FOR ALL BONDS

X
SIG. SURETY #2
ADDRESS
ADDRESS VERIFIED BY DEPUTY
DEF. POSTED OWN CASH ☐ OR POSTED BY: J.P.S.O.

OCT 1994 RECEIVED

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Jl. Porteous, JUDGE OF 24th Jud.

COURT, PARISH OF JEFFERSON, RECEIVED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X Dep. M. Wells #28346 X
PREPARED BY PAYROLL #

JPSO 2-162/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (20)

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J-13085-94 DEPOSIT # _____
BOND # 255070-D BOND $ 1500.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☑ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, DAVIS (DEFENDANT) LAST CALVIN FIRST _____ MI NIM BIRTH DATE 12-14-60 MONTH DAY YEAR [redacted]
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF J-13085-94 (14:72) LIST CRIME/S AND BOND/S
ON 10-18-94 DATE AT 100 DELHONDE LOCATION
AND HAVING BEEN RELEASED ON 10-18-94 DATE AT 7:52 TIME A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF ONE THOUSAND FIVE HUNDRED $ 1500.00 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1

LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2

LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 X SIG. SURETY #2

ADDRESS ADDRESS

ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X DEF'S SIGNATURE - FOR ALL BONDS DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J. PORTEOUS, JUDGE OF 24th JUD COURT

COURT, PARISH OF JEFFERSON, RECEIVED BY DEP STILL ON 10-18-94 AT 9:05 P.M. ☑ A.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ P.M. ☐

X PREPARED BY PAYROLL # 100245 X S

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # J-17075-94 DEPOSIT # _____
BOND # 2550580 BOND $ 5000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Lane, Eddress B/F BIRTH DATE 8-22-65 [redacted]
(DEFENDANT) LAST SECURITY #
[redacted] HAVING BEEN
CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-67
LIST CRIME/S AND BOND/S

ON 10-18-94 AT 725 Maple
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-18-94 AT 1251 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Five Thousand ($ 5000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Lane, E Ruin JR 11-27-41 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] X
SIG. SURETY #1 SIG. SURETY #2
[redacted]
ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY
X Eddress Lane DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

OCT 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JD Porteous, JUDGE OF 24th

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep Lacaze ON 10-18-94 AT 1035 A.M. ☐ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X [signature] 93540
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

HP Ex. 351 (22)

E-16055-93 E-16057-93 E-16044-93 E-16051-93 E-16045-93

**BOND FORM**

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☒

JPSO ITEM # E-10245-93 DEPOSIT #
BOND # 255111-D BOND $ 6250.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, BURTON ERIS N/F BIRTH DATE 4-3-73 [redacted]
DEFENDANT LAST FIRST MI DOB SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14:67(B), 14:71(B) WARR: 9 COUNTS
LIST CRIME/S AND BOND/S

ON 10-17-94 AT 100 DOLHONDE ST.
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-19-94 AT 4:05 A.M. ☐ P.M. ☒ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF SIX THOUSAND TWO FIFTY ($ 6250.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY #1
PAYNE SANDRA B 5-14-46 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X Mrs Sandra Payne
SIG. SURETY #1

X
SIG. SURETY #2

[redacted]
ADDRESS

ADDRESS VERIFIED BY DEPUTY

X Eris Burton
DEF'S SIGNATURE - FOR ALL BONDS

DEF. POSTED OWN CASH ☐ OR POSTED BY:

OCT 1994 RECEIVED J.P.S.O.

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE JO PORTEOUS, JUDGE OF 24th JUD COURT

COURT, PARISH OF JEFFERSON, RECEIVED BY DEP. INDONIVA ON 10-19-94 AT 3:15 A.M. ☐ P.M. ☒

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X DEPT Rual 100245 X
PREPARED BY PAYROLL #

JPSO 2-182/4 (Rev. 4/90) White-Clerk of Court Yellow-Bond Deputy

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT** ☑

JPSO ITEM # H-6290-94 DEPOSIT #
BOND # 255116-R BOND $ 25,000.00

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☑ FEDERAL COURT ORDER ☐

I, Thompson, Joe A. M. BIRTH DATE 11-01-63 [redacted]
DEFENDANT LAST FIRST MI SOCIAL SECURITY #
[redacted] HAVING BEEN
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #
ARRESTED FOR THE CRIME(S) OF 14-60
LIST CRIME/S AND BOND/S
ON 10-19-94 AT 101 Delhomme St.
DATE LOCATION
AND HAVING BEEN RELEASED ON 10-19-94 AT 4:47 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☐
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty-five thousand ($25,000.00) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19__ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
Thompson Paulette B. 12-30-56 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY #1 X SIG. SURETY #2
[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY [redacted] VERIFIED BY DEPUTY
X DEF. POSTED OWN CASH ☐ OR POSTED BY
DEF'S SIGNATURE - FOR ALL BONDS
LAST FIRST FULL ADDRESS TELE #

OCT 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☑ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐
OF HONORABLE Perkins, JUDGE OF 24th J.D.C.
COURT, PARISH OF JEFFERSON, RECEIVED BY Deg. M. Pendell ON 10-19-94 AT 4:21 A.M. ☐ P.M. ☑
AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐
BOND # X SUPERVISOR'S APPROVAL PAYROLL # 9663

Bond-Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (24)

# BOND FORM

10-19-94

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON** PTING
**24TH JUDICIAL COURT** ☒

JPSO ITEM # T1800594 DEPOSIT # 9:30 PM
BOND # 2551350 BOND $ 25000
Dept. Mailer

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☐ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☒ FEDERAL COURT ORDER ☐

I, Hepting David W/M BIRTH DATE 12-28-61 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR COUNTY #
[redacted] HAVING BEEN
DATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF 14-27-64.1
LIST CRIME/S AND BOND/S

ON 9-18-94 AT 1131 Airline Hwy
DATE LOCATION

AND HAVING BEEN RELEASED ON 10-19-94 AT 9:18 A.M. ☐ P.M. ☐ LOCK UP EAST ☐ WEST ☒
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S); AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty five thousand ($25000) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE 14TH DAY OF Nov 1994 AT 8:30 A.M. ☒ P.M. ☐ OR WHEN NOTIFIED ☒

DEPUTY PRINT AND VERIFY ALL INFORMATION

## PERSONAL SURETY BAIL UNDERTAKING

SURETY #1
HEPTING FLOYD J 11-29-34 [redacted]
LAST FIRST MI DOB DL# or SS# TELE #

SURETY #2
LAST FIRST MI DOB DL# or SS# TELE #

## DEFENDANT/SURETY(S) SIGNATURE

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE.
ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X [signature] X
SIG. SURETY #1 SIG. SURETY #2
[redacted] ADDRESS
ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

OCT 1994 RECEIVED J.P.S.O.

X [signature] DEF. POSTED OWN CASH ☐ OR POSTED BY:
DEF'S SIGNATURE - FOR ALL BONDS

LAST FIRST FULL ADDRESS TELE #

PRESET BOND SCHEDULE ☐ OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE Patt Per Jd Portion, JUDGE OF 24TH

COURT, PARISH OF JEFFERSON, RECEIVED BY Dep. S. Chauvin ON 10-19-94 AT 9:00 A.M. ☒ P.M. ☐

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

X [signature] X [signature] 96388
SUPERVISOR'S APPROVAL PAYROLL #

JP Deputy Pink-Defendant Gold-Surety

# BOND FORM

**STATE OF LOUISIANA**
**PARISH OF JEFFERSON**
**24TH JUDICIAL COURT ☑**

JPSO ITEM # I12393994 DEPOSIT # _____
BOND # 253725-D BOND $ 25,000

1ST PAR. CT. ☐ 2ND PAR. CT. ☐ OTHER _____
PERSONAL BAIL UNDERTAKING (RECOGNIZANCE) ☑ (CASH) ☐ PERSONAL SURETY BAIL UNDERTAKING ☐ FEDERAL COURT ORDER ☐

I, Taylor Wayne BM BIRTH DATE 03-12-64 [redacted]
(DEFENDANT) LAST FIRST MI MONTH DAY YEAR SECURITY #
[redacted] HAVING BEEN:
RESIDENCE ADDRESS APT. # CITY STATE ZIP CODE TELEPHONE #

ARRESTED FOR THE CRIME(S) OF POSS MARIJUANA 4096 Grams 40.966
LIST CRIME/S AND BOND/S

ON 9-24-94 AT 800 Blk. Airline
DATE LOCATION

AND HAVING BEEN RELEASED ON 9-26-94 AT 7:05 A.M. ☐ P.M. ☑ LOCK UP EAST ☐ WEST ☑
DATE TIME

I DO HEREBY AGREE TO APPEAR AT ALL STAGES OF THE PROCEEDINGS IN COURT FOR THE PARISH OF JEFFERSON (OR AS LISTED) TO ANSWER THAT CHARGE(S) OR ANY RELATED CHARGE(S), AND WILL AT ALL TIMES HOLD AMENABLE TO THE ORDERS AND PROCESS OF THE COURT, AND, IF CONVICTED, WILL APPEAR FOR PRONOUNCEMENT OF THE VERDICT AND SENTENCE, AND WILL NOT LEAVE THE STATE WITHOUT WRITTEN PERMISSION OF THE COURT; AND IF I FAIL TO PERFORM ANY OF THESE CONDITIONS, I AND/OR SURETY(S) AGREES TO PAY THE STATE OF LOUISIANA

THE SUM OF Twenty Five Thousand ($ 25,000 ) DOLLARS.

I HEREBY SPECIFICALLY AGREE TO APPEAR IN COURT ON

THE _____ DAY OF _____ 19 ____ AT _____ A.M. ☐ P.M. ☐, OR WHEN NOTIFIED ☑

DEPUTY PRINT AND VERIFY ALL INFORMATION

**PERSONAL SURETY BAIL UNDERTAKING**

SURETY # 1
LAST FIRST MI DOB DL # or SS # TELE #

SURETY #2
LAST FIRST MI DOB DL # or SS # TELE #

**DEFENDANT/SURETY(S) SIGNATURE**

I (WE) DO HEREBY SWEAR OR AFFIRM UNDER PENALTY OF LAW THAT THE GIVEN INFORMATION IS TRUE AND CORRECT. IF THERE ARE ANY CHANGES, IT IS THE DUTY OF THE DEFENDANT/PERSONAL SURETY TO NOTIFY THE CLERK OF COURTS OFFICE, IN WRITING, OF SUCH CHANGES. ANY NOTICES SENT TO THE ADDRESSES WILL SUFFICE, UNLESS THE CLERK OF COURTS OFFICE IS SO NOTIFIED. I (WE) FURTHER DECLARE THAT I (WE) HAVE SUFFICIENT NET WORTH TO PAY THIS BOND, AND WILL DO SO IN THE EVENT OF FORFEITURE. ANY CASH BOND POSTED IS RECORDED IN THE NAME OF THE POSTER AND RETURNED ONLY TO THEM.

X SIG. SURETY # 1 X SIG. SURETY #2

ADDRESS ADDRESS

ADDRESS VERIFIED BY DEPUTY ADDRESS VERIFIED BY DEPUTY

X W. Taylor DEF. POSTED OWN CASH ☐ OR POSTED BY:

DEF'S SIGNATURE - FOR ALL BONDS

LAST FIRST FULL ADDRESS TELE #

SEP 1994 RECEIVED J.P.S.O.

PRESET BOND SCHEDULE ☐; OR VERBAL/WRITTEN ORDER ☐ PRETRIAL RELEASE PROGRAM-ATTN: CLERK OF COURT ☐

OF HONORABLE J.D. Parteour, JUDGE OF 24th Judicial

COURT, PARISH OF JEFFERSON, RECEIVED BY Sgt D. Robinson ON 9-26-94 AT 645 A.M. ☐ P.M. ☑

AND VERIFIED BY _____ ON _____ AT _____ A.M. ☐ P.M. ☐

ROLL # X Sgt D. Robinson 38936
SUPERVISOR'S APPROVAL PAYROLL #

Bond Deputy Pink-Defendant Gold-Surety

HP Ex. 351 (26)

P.O. Box 7777
Biloxi, Mississippi 39532

Beau Rivage™

888-567-6667
FOR RESERVATIONS ONLY

ACCT:
Professional Bail Agents
Ms. Heidi Guilford
444 North Capitol Street
NW STE 805
Washington, DC 20001

C/L #:100032

PAGE: 3

LAST BILLING DATE:

THIS BILLING DATE:

| DATE | INVOICE NO. | AGE | FOLIO NO. | ROOM NO. | DESCRIPTION | 10/27/99 CHARGES | PAYMENT | BALANCE |
|---|---|---|---|---|---|---|---|---|
| 07/23/99 | | | | | Business Center Charge | 50.00 | | 41584.87 |
| 07/23/99 | | | | | Business Center 072299 | 95.04 | | 41659.91 |
| 07/23/99 | | | | | Business Center Charge | 25.00 | | 41684.91 |
| 07/23/99 | | | | | Audio Visual 072199 | 220.60 | | 41905.51 |
| 07/23/99 | | | | | Audio Visual 072199 | 135.00 | | 42040.51 |
| 07/23/99 | | | | | Audio Visual 072199 | 707.45 | | 42747.96 |
| 07/24/99 | | | | | PHONE ORDER & USAGE | 218.94 | | 42966.90 |
| 07/19/99 | | | | | INH10B4TM-Tallmer, And | 103.40 | | 43070.30 |
| 07/20/99 | | | | | INH10B4TI-Seale, Steve | 142.35 | | 43212.65 |
| 07/21/99 | | | | | INH10B4U2-Porteous, G | 206.80 | | 43419.45 |
| 07/21/99 | | | | | OUT1058S5-Hirsch, Milt | 206.80 | | 43626.25 |
| 07/22/99 | | | | | INH10B4TG-Guildford, H | 1887.48 | | 45513.73 |
| 07/22/99 | | | | | OUT10B4U4-McEntire, J | 310.20 | | 45823.93 |
| 07/23/99 | | | | | INH10B4TE-Kreimer, Ste | 1385.96 | | 47209.89 |
| 09/15/99 | | | | | 1/50 ROOM COMP CREDIT | -1137.40 | | 46072.49 |
| 09/20/99 | | | | | OUT10C251-Fern, Natali | 517.00 | | 46589.49 |
| 07/17/99 | | | | | Cirque Du Soleil Show | 8988.00 | | 55577.49 |
| 07/20/99 | | | | | Audio Visual Service C | 778.25 | | 56355.74 |
| 10/27/99 | | | | | OVERCHG FOR ALEGRIA TK | -672.00 | | 55683.74 |
| 10/27/99 | | | | | A/V LIGHTING ADJMNT | -460.00 | | 55223.74 |
| 07/19/99 | | | | | B/C BEO 1722 FOOD | 1054.50 | | 56278.24 |
| 07/19/99 | | | | | Cater & Bangs - Tip | 200.36 | | 56478.60 |
| 07/19/99 | | | | | Cater & Bangs - Tax | 73.82 | | 56552.42 |
| 10/27/99 | | | | | BEO 1722 FOOD ADJMNT | -190.00 | | 56362.42 |
| 10/27/99 | | | | | BEO 1722 GRATUITY ADJM | -36.10 | | 56326.32 |

| AGING CURRENT | Ø | OVER 30 (1) | OVER 60 (2) | OVER 90 (3) | OVER 120 (4) | BALANCE DUE |
|---|---|---|---|---|---|---|
| | | | | | | |

HP Exhibit 370(a)

PORTEOUS, G THOMAS
PROFESSIONAL BAIL AGENTS
1155 CONNECTICUT, NW
SUITE 400
WASHINGTON, DC 20036-4306

ROOM # : 03044
RES. # : 10B4U2
ARRIVAL: 07/19/99
DEPART : 07/21/99

| *DATE* | *DESCRIPTION* | *CHARGE* | *PAYMENT* | *BALANCE* |
|---|---|---|---|---|
| 07/19 | Professional Bail Agents | 94.00 | | 94.00 |
| 07/19 | Room Tax | 9.40 | | 103.40 |
| 07/20 | Professional Bail Agents | 94.00 | | 197.40 |
| 07/20 | Room Tax | 9.40 | | 206.80 |
| 07/21 | C/L100032-Professional B | | 206.80 | 0.00 |
| | TOTAL | $ 206.80 | 206.80 | 0.00 |

01/12/00 15:09 FAX 228 386 7518 BEAU RIVAGE RESORTS 002

P.O. Box 777
Biloxi, Mississippi 39532

Beau Rivage

888-567-6667
FOR RESERVATIONS ONLY

ACCT Professional Bail Agents C/L #:100032 PAGE 1
LORI MARCOTTE
235 DERBIGNY STREET
GRETNA, LA 70053

LAST BILLING DATE: THIS BILLING DATE 01/12/00

| DATE | INVOICE NO. | AGE | FOLIO NO. | ROOM NO. | DESCRIPTION | CHARGES | PAYMENT | BALANCE |
|---|---|---|---|---|---|---|---|---|
| 07/15/99 | | | | 372153857694001 | 07 | | 7000.00 | -7000.00 |
| 07/18/99 | | | | INH10B40Z-Mortallero, | | 583.41 | | -6416.59 |
| 07/19/99 | | | | INH10B1XF-Hessney, Geo | | 325.20 | | -6091.39 |
| 07/19/99 | | | | INH10B1XK-Gerrets, Ang | | 325.20 | | -5766.19 |
| 07/19/99 | | | | INH10A3N8-Gerrets, Joh | | 162.99 | | -5603.20 |
| 07/20/99 | | | | INH10A3N4-Layton, Ange | | 207.90 | | -5395.30 |
| 07/20/99 | | | | INH10220N-Pigniolo, Am | | 146.63 | | -5248.67 |
| 07/20/99 | | | | INH10A3N3-Danos, Rhond | | 356.51 | | -4892.16 |
| 07/20/99 | | | | INH10220O-Lampkin, Ski | | 422.98 | | -4469.18 |
| 07/21/99 | | | | INH10220P-Thompson, Ch | | 260.15 | | -4209.03 |
| 07/21/99 | | | | INH10220M-Boutte, Blai | | 862.99 | | -3346.04 |
| 07/21/99 | | | | INH10220Q-Saddler, Bri | | 439.03 | | -2907.01 |
| 07/21/99 | | | | INH10220K-Bowley, Norm | | 616.28 | | -2290.73 |
| 07/21/99 | | | | INH10220L-Harlton, Hug | | 166.25 | | -2124.48 |
| 07/21/99 | | | | INH10220C-Marcotte, Lo | | 1063.23 | | -1061.25 |
| 07/21/99 | | | | INH10A3N1-Donnes, Stev | | 326.55 | | -734.70 |
| 07/21/99 | | | | INH10220J-Foster, Chri | | 247.15 | | -487.55 |
| 07/21/99 | | | | INH10A3MX-Brown, Leonz | | 259.67 | | -227.88 |
| 07/22/99 | | | | INH10220I-Marcotte, Lo | | 3913.55 | | 3685.67 |
| 07/28/99 | | | | OUT10220I-Marcotte, Lo | | 19.26 | | 3704.93 |

| AGING CURRENT | OVER 30 (1) | OVER 60 (2) | OVER 90 (3) | OVER 120 (4) | BALANCE DUE |
|---|---|---|---|---|---|
| 0.00 | 0.00 | 0.00 | 3704.93 | 0.00 | 3704.93 |

Misc
1999
PBUS Summer Conf.

HP Exhibit 370(b)

DANOS, RHONDA
4500 LAKE BORGNE AVE
METARIE, LA 70006

ROOM # : 14057
RES. # : 10A3N3
ARRIVAL: 07/18/99
DEPART : 07/20/99

| DATE | DESCRIPTION | CHARGE | PAYMENT | BALANCE |
|---|---|---|---|---|
| 07/18 | 18887178339 0001 23:08 | 1.00 | | 1.00 |
| 07/18 | 15043675362 0003 23:10 | 6.66 | | 7.66 |
| 07/18 | 15046892128 0002 23:13 | 5.91 | | 13.57 |
| 07/18 | 15043473669 0001 23:16 | 5.15 | | 18.72 |
| 07/18 | Room Rate | 94.00 | | 112.72 |
| 07/18 | Room Tax | 9.40 | | 122.12 |
| 07/19 | 4362830 0001 10:43 | 1.00 | | 123.12 |
| 07/19 | 3853500 0001 11:04 | 1.00 | | 124.12 |
| 07/19 | 4328888 0002 11:07 | 1.00 | | 125.12 |
| 07/19 | Cafe Jardin - Food | 27.50 | | 152.62 |
| 07/19 | Cafe Jardin - Tax | 1.93 | | 154.55 |
| 07/19 | Cafe Jardin - Tip | 5.00 | | 159.55 |
| 07/19 | 15043675362 0004 13:53 | 7.42 | | 166.97 |
| 07/19 | 15043643993 0011 13:58 | 12.66 | | 179.63 |
| 07/19 | 8707777 0002 15:00 | 1.00 | | 180.63 |
| 07/19 | 3853500 0001 15:02 | 1.00 | | 181.63 |
| 07/19 | 4328888 0001 15:02 | 1.00 | | 182.63 |
| 07/19 | Hurricane Bar - Beverage | 3.50 | | 186.13 |
| 07/19 | Hurricane Bar - Tip | 0.50 | | 186.63 |
| 07/19 | Room Rate | 94.00 | | 280.63 |
| 07/19 | Room Tax | 9.40 | | 290.03 |
| 07/20 | 15043408747 0006 11:47 | 8.92 | | 298.95 |
| 07/20 | 18005428785 0005 11:52 | 1.00 | | 299.95 |
| 07/20 | Cafe Jardin - Food | 44.45 | | 344.40 |
| 07/20 | Cafe Jardin - Tax | 3.11 | | 347.51 |
| 07/20 | Cafe Jardin - Tip | 9.00 | | 356.51 |
| 07/20 | C/L100032-Professional B | | 356.51 | 0.00 |
| | TOTAL | $ 356.51 | 356.51 | 0.00 |

**DUPLICATE COPY**

Prepared For
LORI M MARCOTTE

Account Number [redacted]



Closing Date
November 19, 1999

**Transactions Continued** — Amount $

**October 24, 1999** — 21.95
SERVICE 800-679-9444 VA
ONLINE
AOL*ONLINE SERVICE 1099
Reference: 02670c8e3 Rec Number: 0021405590

**October 26, 1999** — 120.00
THE RITZ CARLTON HOTSAN FRANCISCO CA
Arrival Date Departure Date No of Nights
10/21/99 10/25/99 4
LODGING
Reference: 030071634

**October 26, 1999** — 1,100.60
THE RITZ CARLTON HOTSAN FRANCISCO CA
Arrival Date Departure Date No of Nights
10/21/99 10/25/99 4
LODGING
Reference: 030071635

**October 28, 1999** — 3,704.93
BEAU RIVAGE HOTEL & BILOXI MS
LODGING CHARGES
Reference: 0000-1028

**October 29, 1999** — 280.00
DOONEY & BOURKE 2039501632 CT
030227352 WOMENS APPAREL/ACC

**October 29, 1999** — 30.38
EXXON COMPANY USA HARVEY LA
FUEL/MISC 8357452252
Reference: EXXON Rec Number: 517608

**October 29, 1999** — 108.11
VICTORIA SECRET 800-888-1500 OH
WOMEN APPAREL/ACCESSORY
Reference: 135499368

**October 30, 1999** — 89.00
FLIRT 8005543363 FL
APPAREL/ACCESSORIES
Reference: 092467840

**November 1, 1999** — 70.00
THE LA PHILHARMONIC 5045236530 LA
TICKETS
Reference: 09800015

**November 2, 1999** — 382.00
JOAN VASS NW ORLEANSNEW ORLEANS LA
WOMENS APPAREL/ACC
Reference: 072851424

**November 3, 1999** — 471.08
DILLARDS-OAKWOOD GRETNA LA
C.LITTLE LG SZ
Description
RAINWEAR
LS BETTER COORD
WOMENS SOCIAL
C.LITTLE LG SZ
Reference: 286010046 Rec Number: 2860100046

**November 3, 1999** — 59.81
DILLARDS-OAKWOOD GRETNA LA
RALPH LAUREN (W)
Description
SALES TAX
Reference: 286037021 Rec Number: 2860370021

**November 4, 1999** — 618.05
TOUCH OF CLASS CTLG 800-457-7456 IN
GIFTS
Reference: 993088180 Rec Number: 0024687441

*Continued on reverse* ⇨

**DUPLICATE COPY**

Prepared For
LORI M MARCOTTE

Account Number [redacted]



(01-03) CD25015

**Transactions Continued**

| | Amount $ |
|---|---|
| **July 11, 1999**<br>MERCHANT DIRECT 800-842-4050 IL<br>LIQUOR/BEVERAGE/SNACKS<br>Reference: 87203516 | 26.29 |
| **July 11, 1999**<br>EDEN ROC RESORT & SP305-5310000 FL<br>Arrival Date Departure Date<br>07/02/99 07/04/99<br>LODGING<br>Reference: 400586253 | 16.01 |
| **July 13, 1999**<br>BEAU RIVAGE RESERVATBILOXI MS<br>LODGING CHARGES<br>Reference: 0000-0713 | -103.40 |
| **July 15, 1999**<br>BRAVO CUCINA METAIRIMETAIRIE LA<br>FOOD/BEVERAGE<br>FOOD-BEV 49.21<br>WAITER 10.00<br>Reference: 29612027 | 59.21 |
| **July 16, 1999**<br>BETH'S FLOWERS METAIRIE LA<br>FLOWERS/GARDEN SUPPLY<br>Reference: 197085342 Roc Number: 0007694001 | 52.20 |
| **July 16, 1999**<br>BEAU RIVAGE HOTEL & BILOXI MS<br>LODGING CHARGES<br>Reference: 0000-0716 | 7,000.00 |
| **July 17, 1999**<br>DILLARDS-OAKWOOD GRETNA LA<br>CLAIBORNE FOR MEN<br>Description<br>SALES TAX<br>Reference: 286033049 Roc Number: 2860330049 | 71.23 |
| **July 17, 1999**<br>DILLARDS-OAKWOOD GRETNA LA<br>WATCHES<br>Description<br>SALES TAX<br>Reference: 286081023 Roc Number: 2860810023 | 81.56 |
| **July 17, 1999**<br>CHEVRON #0108932 GRETNA LA<br>3251126<br>Reference: 105632688 | 28.00 |
| **July 18, 1999**<br>DELMONICO RESTAURANTNEW ORLEANS LA<br>FOOD-BEV<br>FOOD-BEV 155.49<br>TIP 25.00<br>Reference: [illegible] | 180.49 |
| **July 19, 1999**<br>BEAU RIVAGE RESERVATBILOXI MS<br>LODGING CHARGES<br>[illegible] | 104.00 |
| **July 19, 1999**<br>BEAU RIVAGE RESERVATBILOXI MS<br>LODGING CHARGES<br>[illegible] | 105.40 |
| **July 20, 1999***<br>CR BAL TRANSFER FROM SIGN & TRAVELSPA | 115.00 |
| **Total of Card Activity** New Charges<br>Payments/Credits | [illegible]<br>[illegible] |

*Continued on next page*

**DUPLICATE COPY**

Prepared For
LORI M MARCOTTE

Account Number



Closing Date
December 20, 1997

**Transactions Continued** — Amount $

**December 16, 1997** — 270.50
TRIPS UNLIMITED MARRERO LA
DELTA AIR LINES

| From: | To: | Carrier: | Class: |
|---|---|---|---|
| NEW ORLEANS LA | LAS VEGAS NV | DL | LR |
| | DALLAS/FT WORTH TX | DL | LO |
| | NEW ORLEANS LA | DL | LO |

Ticket Number: 00679048226511 Date of Departure: 02/14
Passenger Name: MARCOTTE/A
Document Type: PASSENGER TICKET

**December 16, 1997** — 211.50
TRIPS UNLIMITED MARRERO LA
DELTA AIR LINES

| From: | To: | Carrier: | Class: |
|---|---|---|---|
| NEW ORLEANS LA | LAS VEGAS NV | DL | LR |
| | NEW ORLEANS LA | DL | LE |

Ticket Number: 00679048226544 Date of Departure: 02/14
Passenger Name: BURMASTER/B
Document Type: PASSENGER TICKET

**December 16, 1997** — 211.50
TRIPS UNLIMITED MARRERO LA
DELTA AIR LINES

| From: | To: | Carrier: | Class: |
|---|---|---|---|
| NEW ORLEANS LA | LAS VEGAS NV | DL | LR |
| | NEW ORLEANS LA | DL | LE |

Ticket Number: 00679048226555 Date of Departure: 02/14
Passenger Name: DANOS/R
Document Type: PASSENGER TICKET

**December 16, 1997** — 211.50
TRIPS UNLIMITED MARRERO LA
DELTA AIR LINES

| From: | To: | Carrier: | Class: |
|---|---|---|---|
| NEW ORLEANS LA | LAS VEGAS NV | DL | LR |
| | NEW ORLEANS LA | DL | LE |

Ticket Number: 00679048226566 Date of Departure: 02/14
Passenger Name: KENNEDY/J
Document Type: PASSENGER TICKET

**December 16, 1997** — 211.50
TRIPS UNLIMITED MARRERO LA
DELTA AIR LINES

| From: | To: | Carrier: | Class: |
|---|---|---|---|
| NEW ORLEANS LA | LAS VEGAS NV | DL | LR |
| | NEW ORLEANS LA | DL | LE |

Ticket Number: 00679048226570 Date of Departure: 02/14
Passenger Name: MARCOTTE/L
Document Type: PASSENGER TICKET

**December 16, 1997** — 211.50
TRIPS UNLIMITED MARRERO LA
DELTA AIR LINES

| From: | To: | Carrier: | Class: |
|---|---|---|---|
| NEW ORLEANS LA | LAS VEGAS NV | DL | LR |
| | NEW ORLEANS LA | DL | LE |

Ticket Number: 00679048226581 Date of Departure: 02/14
Passenger Name: THOMPSON/V
Document Type: PASSENGER TICKET

**December 16, 1997** — 366.24
LUXOR ADV RM RESERVALAS VEGAS NV
LODGING CHARGES
Reference: 0000-1216

**December 16, 1997** — 366.24
LUXOR ADV RM RESERVALAS VEGAS NV
LODGING CHARGES
Reference: 0000-1216

Corporate Cardmember Name: LOUIS M MARCOTTE III
Corporate Account Number:

Closing Date: 02-07-96
Page 5 of 7
APDQ01029
2039
S2

ITEM 13 — $9.95
AMERICA ONLINE 1 800 827 6364 VA

| | Date of Charge | Reference Code | Approval Code |
|---|---|---|---|
| [illegible] | 02/05/96 | M24017521 | 20 |

Service Establishment and Location: AMERICA ONLINE 1 800 827 6364 VA

Record of Charge:
AMERICA ONLINE SERVICE
AMERICA ONLINE 0296

ROC NUMBER 0060933927

S/E # 4456563212

TOTAL CHARGE AMOUNT $9.95

ITEM 14 — $9.95
COMPUSERVE COLUMBUS OH

| | Date of Charge | Reference Code | Approval Code |
|---|---|---|---|
| [illegible] | 01/27/96 | 603654637 | 20 |

Service Establishment and Location: COMPUSERVE COLUMBUS OH

Record of Charge:
COMP ACCESS 10214700140

S/E # 3346570542

TOTAL CHARGE AMOUNT $9.95

ITEM 15 — $51.35
KIM SON REST GRETNA LA

| Cardmember Account | Date of Charge | Reference Code | Approval Code |
|---|---|---|---|
| | 01/08/96 | 001672276 | 82 |

Service Establishment and Location: KIM SON REST GRETNA LA

Record of Charge:
FOOD/BEV $44.35
WAITER $7.00

S/E 1171032352

TOTAL CHARGE AMOUNT $51.35

ITEM 16 — $256.00
DELTA AIRLINES MARRERO LA

| Cardmember Account No. | Transaction Date | Ticket Number |
|---|---|---|
| | 01/08/96 | 00610949238373 |

| Passenger Name | Ticketing Airline |
|---|---|
| MARCOTTE/L | DELTA AIRLINES |

| Issuer Name | Issuer Address |
|---|---|
| TRIPS UNLIMITED | MARRERO |

| From | Carrier | Class | Transaction Amount |
|---|---|---|---|
| NEW ORLEANS LA | | | $256.00 |
| To: LOS ANGELES CA | DL | LA | |
| To: LAS VEGAS NV | DL | LA | |
| To: DALLAS/FT WORTH TX | DL | LA | Amexco Use Only 90089004308 037000 00 010003 |
| To: NEW ORLEANS LA | | | |

PASSENGER TICKET
S/E # 7992700013

ITEM 17 — $256.00
DELTA AIRLINES MARRERO LA

| Cardmember Account No. | Transaction Date | Ticket Number |
|---|---|---|
| | 01/08/96 | 00610949238384 |

| Passenger Name | Ticketing Airline |
|---|---|
| DANOS/R | DELTA AIRLINES |

| Issuer Name | Issuer Address |
|---|---|
| TRIPS UNLIMITED | MARRERO |

| From | Carrier | Class | Transaction Amount |
|---|---|---|---|
| NEW ORLEANS LA | | | $256.00 |
| To: LOS ANGELES CA | DL | LA | |
| To: LAS VEGAS NV | DL | LA | |
| To: DALLAS/FT WORTH TX | DL | LA | Amexco Use Only 90089004308 037000 00 010003 |
| To: NEW ORLEANS LA | | | |

PASSENGER TICKET
S/E # 7992700013

ITEM 18 — $256.00
DELTA AIRLINES MARRERO LA

| Cardmember Account No. | Transaction Date | Ticket Number |
|---|---|---|
| | 01/08/96 | 00610949238410 |

| Passenger Name | Ticketing Airline |
|---|---|
| BUTSCHER/D | DELTA AIRLINES |

| Issuer Name | Issuer Address |
|---|---|
| TRIPS UNLIMITED | MARRERO |

| From | Carrier | Class | Transaction Amount |
|---|---|---|---|
| NEW ORLEANS LA | | | $256.00 |
| To: LOS ANGELES CA | DL | LA | |
| To: LAS VEGAS NV | DL | LA | |
| To: DALLAS/FT WORTH TX | DL | LA | Amexco Use Only 90089004308 037000 00 010003 |
| To: NEW ORLEANS LA | | | |

PASSENGER TICKET
S/E # 7992700013

ITEM 19 — $64.90
GOLDEN NUGGET ADV DPLAS VEGAS NV

| Cardmember Account No. | Date of Charge | Reference Code | Approval Code |
|---|---|---|---|
| | 01/09/96 | 0000-0109 | 50 |

Service Establishment and Location: GOLDEN NUGGET ADV DPLAS VEGAS NV

Record of Charge:

| ARRIVAL DATE | DEPARTURE DATE | # OF NIGHTS |
|---|---|---|
| 02/18/96 | 02/21/96 | 03 |

CARDEPOSIT
ROC NUMBER 0079716711

S/E # 5270102007

TOTAL CHARGE AMOUNT $64.90

ITEM 20 — $256.00
DELTA AIRLINES MARRERO LA

| Cardmember Account No. | Transaction Date | Ticket Number |
|---|---|---|
| | 01/10/96 | 00610949238782 |

| Passenger Name | Ticketing Airline |
|---|---|
| THOMPSON/V | DELTA AIRLINES |

| Issuer Name | Issuer Address |
|---|---|
| TRIPS UNLIMITED | MARRERO |

| From | Carrier | Class | Transaction Amount |
|---|---|---|---|
| NEW ORLEANS LA | | | $256.00 |
| To: LOS ANGELES CA | DL | LA | |
| To: LAS VEGAS NV | DL | LA | |
| To: DALLAS/FT WORTH TX | DL | LA | Amexco Use Only 90109013391 037000 00 012003 |
| To: NEW ORLEANS LA | | | |

1c16
32 of 43

PASSENGER TICKET
S/E # 7992700013

...E TIME NOTICE:
...ionary Safety Deposit
...s are available at the Front
... The Golden Nugget will not be
...ponsible for valuables not deposited.

| | | |
|---|---|---|
| 96 | 02/21/96 | 1053 |
| ... IDENTIFICATION | | |
| ...HITZINGER | | 2-BAIL 05:47 |

DEP
... OUT TIME IS 12 NOON

GUEST SIGNATURE

| | | |
|---|---|---|
| 00 | | 0.00 |
| 00 | | 0.00 |
| 00 | | 0.00 |
| 00 | 0.00 | 0.00 |

...NUGGET.
...gain.

...SE TIME NOTICE:

P.O. BOX 610
LAS VEGAS, NEVADA 89125
702-385-7111
FOR RESERVATIONS
800-634-3454

GOLDEN NUGGET

PLEASE TAKE NOTICE:
Complimentary Safety Deposit
Boxes are available at the Front
Desk. The Golden Nugget will not be
responsible for valuables not deposited.

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 1 | 00001 | ADV. DEPOSIT | 2 | 0.00 | 02/18/96 | 02/21/96 | 1068 |
| 2 | 1 | MLM/SLD | ADV. PAYMENT | CREDIT CARD IDENTIFICATION | B/W | | 2-BAIL 05:47 |

DAMOS RHONDA
221 DERBIGNY ST
* PROF BAIL AGENTS *
GRETNA LA 70053

DEP
CHECK OUT TIME IS 12 NOON

GUEST SIGNATURE

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 0218 | 111 | 106821N/A | ROOM | | 0.00 | | 0.00 |
| 0219 | 111 | 106821N/A | ROOM | | 0.00 | | 0.00 |
| 0220 | 111 | 106821N/A | ROOM | | 0.00 | | 0.00 |
| | | | TOTAL | | 0.00 | 0.00 | 0.00 |

*B 15 *

Thank you for staying at the GOLDEN NUGGET.
We look forward to serving you again.

**MERCHANT COPY**

BEEF CONNECTION
GRETNA LA
01
APPROVAL CODE
AUG 06, 97 860452
LM MARCOTTE
AMEX 98/07
SALE
ROC # 094636
TERMINAL # 50030354
FOOD AND BEVERAGE
BASE AMOUNT $252.03
TIP AMOUNT 35
TOTAL 287.03
X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer.

CD 6740 PRINTED IN USA 9/98

HAMCO G 2

NO-LONGER Here

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 42901 | 8/6 | T45 | DD | 5 |

| | | |
|---|---|---|
| 1 | Fried Ship Spc | 15.00 |
| 2 | 4 Lobster 42 43 43 45 | 173.00 |
| 3 | 2 Soup | 6.00 |
| 4 | sm toss | 3.00 |
| 5 | Sante mush | 3.50 |
| 6 | Br. tomatoes | 3.50 |
| 7 | Cap cheesecake | 3.50 |
| 8 | Bread pud | 3.50 |
| 9 | tea HH | 6.25 |
| 10 | Abs 11 | 9.00 |
| 11 | B+B 1 | 5.50 |
| 12 | | 231.75 |
| 13 | TAX | 20.28 |
| 14 | | 252.03 |
| 15 | | |
| 16 | | |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 42901 | | | |

**Beef Connection Steak House**

501 Gretna Boulevard
(Corner Belle Chasse Hwy & Gretna Blvd.)
Gretna, LA 70053

For Reservations Call:
(504) 366-3275

**HP Exhibit 372(a)**

**DUPLICATE COPY**

Prepared For
LORI M MARCOTTE

Account Number



Closing Date
August 20, 1997

**Transactions Continued**

Amount $

| | |
|---|---|
| **August 6, 1997**<br>BEEF CONNECTION GRETNA LA<br>FOOD AND BEVERAGE<br>TIP $35.00<br>Reference: 000094636 | 287.03 |

**Continued on reverse**

MERCHANT COPY

U

BEEF CONNECTION
GRETNA LA

01
APPROVAL CODE
AUG 25, 97 478260

LM MARCOTTE

AMEX 98/07

SALE

ROC # 095127 TERMINAL # 50030354

FOOD AND BEVERAGE

BASE AMOUNT $297.43

TIP AMOUNT 55.00

TOTAL 352.43

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the Issuer

HAMCO G 2

Connie

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 43776 | 8/25 | TV | C | 10 |

| | | |
|---|---|---|
| 1 | Tappet | 45 50 |
| 2 | 1 Dom RE | 18 00 |
| 3 | 1 Dom Filet | 18 00 |
| 4 | 3 Dom Filet | 54 00 |
| 5 | Lob | 40 00 |
| 6 | Checker | 11 00 |
| 7 | 2 Dom RE | 30 00 |
| 8 | 1 Dom VChop | 15 00 |
| 9 | Bro Tom | 3 50 |
| 10 | 1 Dom Wop | 3 50 |
| 11 | B+B | 5 50 |
| 12 | Absoll | 9 00 |
| 13 | tes HH Cafe HH | 17 50 |
| 14 | RB 11 | 3 00 |
| 15 | | 373 50 |
| 16 | | 23 93 |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 43776 | | | 297 43 |

Beef Connection Steak House

501 Gretna Boulevard
(Corner Belle Chasse Hwy & Gretna Blvd.)
Gretna, LA 70053

For Reservations Call:
(504) 366-3275

HP Exhibit 372(b)

**DUPLICATE COPY**

Prepared For
LORI M MARCOTTE

Account Number



**Transactions Continued**

Amount $

**August 25, 1997** 352.43
BEEF CONNECTION GRETNA LA
FOOD AND BEVERAGE
TIP $55.00
Reference: 000095127

enhanced
venience, use the
cial Purchase Account,
1-800-528-4800

Reference: 412570019

**Continued on next page**

Change of Address
If correct on front
do not use

Name

Company Name

Street Address

City - State

Zip Code

Area Code and Home Phone Number

Area Code and Work Phone Number

CUSTOMER COPY

BEEF CONNECTION

01

APPROVAL CODE

NOV 19, 97 477782

LM MARCOTTE

AMEX 99/07

SALE

ROC # 097359 TERMINAL # 50030354

FOOD AND BEVERAGE

BASE AMOUNT $335.77

TIP AMOUNT 60

TOTAL 395.77

X

Cardholder acknowledges receipt of goods and/or services in the amount of the total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

GENERAL CREDIT FORMS ST. LOUIS 33045 — CO 6740 PRINTED IN USA 4/94

HAMCO G2

NORMA

+466

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 49431 | 11/19 | | | 90 |

| | | |
|---|---|---|
| 1 | 2 BBQ | 13.00 |
| 2 | 2 Cajun | 13.00 |
| 3 | 2 Shrip Cock | 13.00 |
| 4 | 3 St Mus | 19.50 |
| 5 | 5 Fil 2C 3A | 36.00 |
| 6 | Salmon (4) | 13.00 |
| 7 | Lobster | 42.00 |
| 8 | SRE (2) | 18.00 |
| 9 | Tuna PA Btn 2 cigar | 21.00 14.00 |
| 10 | Merlot XXX | 20.00 |
| 11 | Tea XXX | 7.50 |
| 12 | Almaty | 4.50 |
| 13 | at 11 | 9.00 |
| 14 | 2 of 117 AD 11 1100 + | 3.75 |
| 15 | | 29.75 |
| 16 | 2 of | 20.00 |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 49431 | | | 335.77 |

501 Gretna Boulevard
(Corner Belle Chasse Hwy
& Gretna Blvd.)
Gretna, LA 70053

Beef Connection Steak House

For Reservations Call:
(504) 366-3275

HP Exhibit 372(c)

DUPLICATE COPY

Card

Customer Service
800-528-4800
(24 hours / 7 days)



# rsonal Card Statement of Account

| 1 For | Closing Date | Account Number |
|---|---|---|
| LORI M MARCOTTE | December 20, 1997 | |

| Previous Card Balance $ | Card Payments/Credits $ | New Card Charges $ | New Card Balance $ |
|---|---|---|---|
| 2,427.84 | -2,427.84 | 9,749.67 | 9,749.67 |

Statement includes payments and charges received by December 20, 1997.
* Indicates posting date.

CustomExtras! Charge with 1-800-SEND-FTD by 1/31/98 to receive a valuable CustomExtras offer! To order flowers, plants and gifts dial 1-800-SEND-FTD (1-800-736-3383) today!

Your payment is due in full. Please pay by 01/05/98.

Please refer to page 8 for important information regarding your Card Account

**Card Transactions for LORI M MARCOTTE** — Amount $
Card 3721-538576-93003

**December 8, 1997*** — -1,941.23
PAYMENT RECEIVED - THANK YOU

**November 19, 1997** — 395.77
BEEF CONNECTION GRETNA LA
D AND BEVERAGE
)60.00
ce: 000097359

**Continued on reverse**

Please fold on the perforation below, detach and return with your payment

## Payment Coupon

Account Number

Please Pay By: **January 5, 1998**

Total Amount Due **$9,749.67**

Please enter account number on all checks and correspondence. Payable in U.S. Dollars upon receipt with a check drawn on a bank in the U.S. or money order, processable through the U.S. banking system.

LORI M MARCOTTE
33 WILLOW DR
GRETNA LA 70053-4844

Check here if address or telephone number has changed. Note changes on reverse side.

Mail Payment to:

AMERICAN EXPRESS TRS
SUITE 0001
CHICAGO IL 60679-0001

2153857699 0097496700097496 79

HAMCO G 2

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 01082 | 8-5 | TV | g | 9 |

| | | |
|---|---|---|
| 1 | | |
| 2 | 4Sm Salmon 2C | 46.00 |
| 3 | FD. | 3.00 |
| 4 | SmTOSS | 15.00 |
| 5 | SmFilt | 30.00 |
| 6 | Shr Kabab | 13.00 |
| 7 | SmTuna | 10.00 |
| 8 | St Spin | 350 |
| 9 | | 120.50 |
| 10 | sh # 01187 | 86.25 |
| 11 | | 206.75 |
| 12 | | tax 18.09 |
| 13 | | $ 224.84 |
| 14 | | |
| 15 | | |
| 16 | | |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 01082 | | | |

HAMCO G 2

GERRY

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSO |
|---|---|---|---|---|
| 01187 | 8-5 | TV | g | 9 |

| | | |
|---|---|---|
| 1 | 2Smush | 13.0 |
| 2 | 3BBQShr | 19.5 |
| 3 | Calmari | 6.5 |
| 4 | 2Shrcocktail | 13.0 |
| 5 | Coffee TEA | 250 |
| 6 | abs | 90 |
| 7 | Beef | 4.5 |
| 8 | Cab | 8.0 |
| 9 | Tea | 6.25 |
| 10 | Bmary | 4.0 |
| 11 | | 86.2 |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| 16 | | |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHE |
|---|---|---|---|
| 01187 | | | |

3900 Williams Blvd
Kenner, LA 70065
504-466-4003

**Beef Connection**

MERCHANT COPY

BEEF CONNECTION
GRETNA LA

AUG 05, 98 HR 01 CODE 856554

LM MARCOTTE

AMEX 99/07

SALE

ROC # 104279 TERMINAL # 50030354

FOOD AND BEVERAGE

BASE AMOUNT $224.84

TIP AMOUNT 44

TOTAL 06884

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

HP Exhibit 372(d)

**DUPLICATE COPY**

Cards

Prepared For
LORI M MARCOTTE

Account Number



Closing Date
August 19, 1998

**nsactions Continued**

Amount $

Reference: [illegible]

August 5, 1998 268.84
BEEF CONNECTION GRETNA LA
FOOD AND BEVERAGE
TIP $44.00
Reference: 000108279

**Continued on reverse**

**MERCHANT COPY**

BEEF CONNECTION
GRETNA LA
1 01
APPROVAL CODE
APR 23, 99 529041

LM MARCOTTE

AMEX 99/07

SALE

ROC # 111536 TERMINAL # 50030354

FOOD AND BEVERAGE

BASE AMOUNT $263.17

TIP AMOUNT 50

TOTAL 313 17

X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

HAMCO G 2

Connie

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 39739 | 4/23 | 46 745 | C | 10 |

| | | |
|---|---|---|
| 1 | 7 appt | 4550 |
| 2 | 2 [illegible] | 4000 |
| 3 | 4 Sm Field | 7200 |
| 4 | Sm Tuna | 1000 |
| 5 | 2 Sm Strip | 3000 |
| 6 | 1 Sm RE | 1800 |
| 7 | Spin Cuz | 375 |
| 8 | Sm Wrap | 350 |
| 9 | | |
| 10 | | |
| 11 | tea HHHHH | 1125 |
| 12 | Merlot 11 | 800 |
| 13 | | |
| 14 | | 2420 |
| 15 | | 210 |
| 16 | | |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 39739 | | | 263 17 |

3900 Williams Blvd
Kenner, LA 70065
504-466-4003

501 Gretna Blvd
Gretna, LA 70053
504-366-3275

**Beef Connection Steak House**

HP Exhibit 373(a)

# April 1999

*Revised 4/20/99*

March

| S | M | T | W | T | F | S |
|---|---|---|---|---|---|---|
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

May

| S | M | T | W | T | F | S |
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| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | | | 1<br>11:30 AM - 1:00 PM HCIA Lunch 4 Columns<br>CH Cafe Rent Due<br>Bail Due from CTI<br>April Fools Day | 2 | 3<br>Linda Kane |
| 4<br>Daylight Savings–set ahead 1 hour | 5<br>2 Charly 2 Jackie 2 Lori | 6<br>6:00 PM Lori Gretna City Court<br>Gov. Affairs Plantation Coffee House<br>TN Bail Association Meeting | 7<br>12:00 PM - 1:00 PM BS &N meet w/Susan Clede | 8<br>5:00 PM - 7:00 PM Fernandez Fundraiser @ Hotel Intercontinental | 9<br>Evaluations for Bonding Office | 10<br>Julia Dugas |
| 11 | 12<br>Pre-Licensing in Baton Rouge | 13<br>8:15 AM HB 570 Hearing in Baton Rouge<br>12:30 AM ALBU Board Meeting in Baton Rouge @ Hilton<br>Shannon show Kramer Property | 14<br>10:00 AM - 10:30 AM Susan Clede | 15<br>5:30 PM - 7:30 PM Joe Toomy Fundraiser @ Seropp's Rest. in Baton Rouge | 16<br>Conversion of Blair's Office | 17<br>Yorie Miller |
| 18 | 19<br>ALBU Annual Meeting &CE in Alex (L, C, B &Blair)<br>Norman &Lori - Baton Rouge HB 570 | 20 | 21<br>9:00 AM Louis - Baton Rouge (New Bills) | 22<br>9:00 AM Louis - Baton Rouge (Reg 65)<br>Closing - Schreveport (Ind Park) | 23<br>Hudson meet w/ Fox 7:30 am<br>Bee Conn 12:30 Lunch<br>Podesus<br>Cosco<br>Bidenkimmer | 24<br>Daywd Beaud |
| 25<br>V. lease opts p 22 | 26<br>Give check to Norman 5837840<br>8:00 AM St Bernard Sheriff's Golf Tournt | 27<br>10:00am Legions<br>6:00 PM - 9:00 PM Rebecca Olivier Fundraiser @ Jaeger's<br>Schreveport Ind Park (PA Expires) | 28<br>Kay - afternoon<br>Bellina 4:45 1-2<br>735 S. Dupre Closing @ Ponchatoula title 9:00<br>11:04 4th St<br>Green out | 29<br>10:00 Dettida<br>10:00 ~~AM Mar~~ Guidry | 30<br>735 S. Dupre (PA Expires) | |

Janice Mathis Training

Printed by Calendar Creator for Windows on 4/20/99

Jamie 11:30

10:00 Jamie

6:00 3 intro

1:30 charly w/Norman

**DUPLICATE COPY**

Prepared For
LORI M MARCOTTE

Account Number



**Transactions Continued**

Amount $

**April 23, 1999** 313.17
BEEF CONNECTION GRETNA LA
FOOD AND BEVERAGE
TIP $50.00
Reference: 000111538

*Continued on next page*

Change of Address
If correct on front
do not use

Name

Company Name

Street Address

City - State

Zip Code

Area Code and Home Phone Number

Area Code and Work Phone Number

MERCHANT COPY

BEEF CONNECTION
GRETNA
01
APPROVAL CODE
FEB 01, 00 508263
LM MARCOTTE
AMEX 02/07
SALE
ROC # 119911 TERMINAL # 50030354
FOOD AND BEVERAGE
BASE AMOUNT $278.94
TIP AMOUNT 50.00
TOTAL 328.94
X

Cardholder acknowledges receipt of goods and/or services in the amount of the Total shown hereon and agrees to perform the obligations set forth in the Cardholder's agreement with the issuer.

CD 6742 PRINTED IN USA 998

HAMCO G2

Connie

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 49840 | 21 | T4 | C | 8 |

| | | |
|---|---|---|
| 1 | 2 appt | 4550 |
| 2 | Lott | 2900 |
| 3 | Sm V Chop | 5400 |
| 4 | Sm Filet | 3600 |
| 5 | Shrimp | 3200 |
| 6 | 2 Soup | 600 |
| 7 | 2 Salads | 1025 |
| 8 | | |
| 9 | 3 Cup Custard | 1050 |
| 10 | | |
| 11 | Bea HH / | 750 |
| 12 | Coke /// | 375 |
| 13 | Abso /// | 2200 |
| 14 | | 256.50 |
| 15 | | 22.44 |
| 16 | | |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 49840 | | | 278.94 |

3900 Williams Blvd
Kenner, LA 70065
504-466-4003

501 Gretna Blvd
Gretna, LA 70053
504-366-3275

**Beef Connection Steak House**

**HP Exhibit 373(c)**

Motellers 456-1701

# MARCOTTE NATIONAL, INC.

## Monthly Planner for February 2000

| Sunday | Monday | Tuesday | Wednesday | Thursday | Friday | Saturday |
|---|---|---|---|---|---|---|
| | | 1<br>12:15 PM Lunch w/Portious @ Beef Connection<br>Gov. Affairs Plantation Coffee House - Lori | 2<br>10:00 AM Adm Photo Shoot<br>Groundhog Day | 3 | 4<br>3:00 PM BS-taxes | 5 |
| 6 | 7<br>3:00 PM Gretna City Hall-Zoning<br>Pre-Licensing Class-BR<br>Barry-Cable/Alarm | 8<br>2:30 PM -2:30 PM Prosp. Agents from Cleveland<br>2:30 PM BS-Dr Apt.<br>3:00 PM City Hall Hearing | 9 | 10<br>8:45 AM Louis-Dr appt-derm.<br>2:00 PM Sunbelt | 11<br>Tina Frosch-Daughte Wedding (send gift) | 12<br>11:00 AM BS-David's Bridal<br>Lincoln's Birthday |
| 13 | 14<br>5:30 PM City Hall Hearing<br>Valentine's Day<br>711 S. Dupre PA Expires<br>707 S. Dupre PA Expires | 15<br>11:45 AM Lunch w/Green & Sister & Brother @Copletan's<br>Check to see if BIC will appoint Lori's NASD License | 16<br>Louis, Norman & Steve - TX | 17 | 18<br>11:30 AM Lunch w/Lori Green @ CH Cafe<br>CHANGE VOICE MAILS OUT OF TOWN<br>Aaron Boussard Mardi Gras Ball @ Carlotas<br>1:00 Tracy | 19<br>11:00 AM BS-Regan's |
| 20<br>12:00 PM -6:00 PM President's Meeting<br>12:10 PM Noland arrives | 21<br>7:00 AM -5:00 PM Registration<br>10:00 AM Stott's arrives<br>12:00 PM -5:00 PM Exhibit Hall Open | 22 Chicago 7:30<br>8:00 AM -4:00 PM Exhibit Hall Open<br>7:00 PM -11:00 PM Cocktail Party & Award Dinner<br>PBUS Convention | 23 Denver w/Amerivest 8:45<br>8:00 AM -4:00 PM Exhibit Hall Open<br>Mid 10 54<br>12:00 PM Lunch w/Rudenheimer & Ercoli Williams (T)<br>+ Lily Spears @ BC Broad | 24<br>9:00 AM -12:00 PM Exhibit Hall Open<br>12:00 PM -3:00 PM President Luncheon/Graduation<br>4:25 PM Noland<br>Stotts leaves in morning<br>[illegible] | 25<br>Joleen Surgery (out for 6 weeks)<br>Call Tracy | 26 |
| 27 | 28<br>3:40 PM BS-Dr. Kruger | 29<br>Stott 1:00 f.<br>Misc | | | | |

| Jan 2000 | | | | | | |
|---|---|---|---|---|---|---|
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| Mar 2000 | | | | | | |
|---|---|---|---|---|---|---|
| S | M | T | W | T | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

Updated on 2/15/2000

Adm Cal

**DUPLICATE COPY**

Cards

Prepared For
LORI M MARCOTTE

Account Number



Closing Date
February 19, 2000

**isactions Continued**

Amount $

**uary 1, 2000** 328.94
CONNECTION GRETNA LA
FOOD AND BEVERAGE
TIP $50.00
Reference: 000119911

*Continued on reverse*

HAMCO G 2

CONNIE 14

| CHECK NO. | DATE | TABLE NO. | SERVER | NO. PERSONS |
|---|---|---|---|---|
| 09020 | 11/7 | PR | C | 16 |

| | | |
|---|---|---|
| 1 | 1 double [illegible] | 15.00 |
| 2 | [illegible] | 21.00 |
| 3 | [illegible] | 23.00 |
| 4 | [illegible] | 13.00 |
| 5 | [illegible] | 65.00 |
| 6 | 1 [illegible] | 11.00 |
| 7 | 2 [illegible] | 30.00 |
| 8 | [illegible] | 147.00 |
| 9 | [illegible] | 91.50 |
| 10 | [illegible] | 4.00 |
| 11 | 2 Veg | 8.00 |
| 12 | Market //// | 19.00 |
| 13 | Absolut | 11.00 |
| 14 | [illegible] //// //// | 21.00 |
| 15 | P Water | 2.00 |
| 16 | 4 Cy + 2 Dessl | 14.00 |

| CHECK NO. | DATE | NO. PERSONS | AMOUNT OF CHECK |
|---|---|---|---|
| 09020 | | | 495.50 |
| | | | 43.31 |
| | | | 38.80 |

3900 Williams Blvd
Kenner, LA 70065
504-466-4003

501 Gretna Blvd
Gretna, LA 70053
504-366-3275

**Beef Connection Steak House**

[illegible]

[illegible] 53688901

[illegible] 8000[illegible]

[illegible] 1

EXP.: 06 01
INVOICE: 552117
TIME: 15:14
AUTH NO: 066848

BASE 538.86
TIP 96.99

TOTAL $635.85

NORMAN BOWLEY

X [signature]

I AGREE TO PA[illegible] TOTAL AMOUNT ACCORDING TO CARD [illegible] AGREEMENT MERCHANT AGREEMENT IF [illegible]

HP Exhibit 373(d)

*November 5 - 11, 2000*

# Weekly Planner

| | |
|---|---|
| *Sunday 11/5* | |
| *Monday 11/6* | 11:00 AM Gegenheimer Golf Tournament<br>Louis call Lawson & Cox<br>Skip Hand Football Bash<br>FILE SECTION: Misc<br>FILE NAME: adm cal |
| *Tuesday 11/7* | 12:00 PM Giacobbe & Porteous Lunch @ Beef Conn<br>Election Day<br>Gov. Affairs Plantation Coffee House - Lori |
| *Wednesday 11/8* | 12:00 PM Lunch w/Nobbles & Judges @Beef Conn<br>Winhorst<br>nobbles ✓<br>Cascio ✓<br>Cascio's dad ✓<br>guidry ✓<br>Porteous<br>Bodchemier -NO<br>Chehardy -NO<br>Lee<br>green -NO<br>Hand -YES<br>Gubber -NO<br>(Sandra) Kyle -NO Licana Steve |
| *Thursday 11/9* | L, L, & N CE<br>8:30 Dr. Norman<br>12:00 Dr. Louis<br>Lori & Norman - get 2 cert (4 hrs/ea)<br>(Angelina)<br>Tina<br>~~Lmm~~ ~~doctor~~ Klein |
| *Friday 11/10* | 10:00 AM George - CPA<br>2:30 PM Norman Doctor Appt |
| *Saturday 11/11* | Veterans Day |

Printed by Calendar Creator for Windows on 11/6/2000

HIBERNIA
MEMBER FDIC
*Where service matters.*

| ACCT. NUMBER: | | | |
|---|---|---|---|
| CREDIT LIMIT | 40,000.00 | CASH ADVANCE BALANCE | .00 |
| NEW BALANCE | 11,991.61 | MINIMUM PAYMENT DUE | 360.00 |
| AVAILABLE CREDIT | 28,008.39 | PAYMENT DUE DATE | 12-30-00 |

## CORPORATE ACCOUNT ACTIVITY

BAIL BONDS UNLIMITED INC — TOTAL CORPORATE ACTIVITY $9,742.19

| Post Date | Trans Date | Reference Number | Transaction Description | Amount |
|---|---|---|---|---|
| 11-29 | 11-29 | 74270530334010000120014 | PAYMENT RECEIVED - THANK YOU | 9,742.19 PY |

## INDIVIDUAL CARDHOLDER ACTIVITY

NORMAN BOWLEY

| CREDITS | PURCHASES | CASH ADV | TOTAL ACTIVITY |
|---|---|---|---|
| $0.00 | $2,366.33 | $0.00 | $2,366.33 |

| Post Date | Trans Date | Reference Number | Transaction Description | Amount |
|---|---|---|---|---|
| 11-08 | 11-07 | 24610440312072001310244 | OAK HARBOR GOLF CLUB BANNOCKBURN IL | 37.80 |
| 11-10 | 11-08 | 24761970314074018011172 | BEEF CONNECTION STK HOUS GRETNA LA | 535.85 |
| 11-17 | 11-15 | 24492730321118000100928 | CHEVY'S FRESH MEX HARVEY LA | 43.96 |
| 11-22 | 11-20 | 24418000326326104401605 | SPLASH OF ST BERNARD CHALMETTE LA | 19.95 |
| 11-24 | 11-21 | 24293100327116054230014 | SHELL NO 2173861040 NEW ORLEANS LA | 17.01 |
| 11-24 | 11-21 | 24897390327354427800204 | TEXACO INC 44582220081 NATCHITOCHES LA | 23.10 |
| 11-24 | 11-21 | 24229700327025400280080 | COMFORT SUITES MONROE LA<br>107114 ARRIVAL: 11-20-00 | 73.13 |
| 11-24 | 11-21 | 24229700327025400280098 | COMFORT SUITES MONROE LA<br>107115 ARRIVAL: 11-20-00 | 73.13 |
| 11-24 | 11-21 | 24229700327025400280106 | COMFORT SUITES MONROE LA<br>107116 ARRIVAL: 11-20-00 | 73.13 |
| 11-24 | 11-20 | 24897390327463944610628 | OUTBACK #1951 W. MONROE LA | 73.95 |
| 11-24 | 11-21 | 24897390328461607480217 | MANSUR'S RESTAURANT BATON ROUGE LA | 131.62 |
| 11-27 | 11-24 | 24326840330918014100179 | CHINA DOLL HARVEY LA | 31.85 |
| 11-28 | 11-27 | 24246510333605424963003 | ENTERPRISE RENTACAR GRETNA LA<br>D250482 | 931.64 |
| 11-29 | 11-27 | 24835000333032005500214 | KIM SON RESTAURANT GRETNA LA | 101.52 |
| 12-01 | 11-29 | 24897390335355158800130 | TEXACO INC 44398772636 CHALMETTE LA | 18.62 |
| 12-04 | 11-30 | 24164050336182005756158 | EXXON POS 91 53930277 COVINGTON LA | 19.00 |
| 12-04 | 11-28 | 24418000336326114319508 | CASINO MAGIC - BOSSIER CI BOSSIER CITY LA | 61.07 |

| CREDITS | PURCHASES | CASH ADV | TOTAL ACTIVITY |
|---|---|---|---|
| $0.00 | $7,551.40 | $0.00 | $7,551.40 |

| Post Date | Trans Date | Reference Number | Transaction Description | Amount |
|---|---|---|---|---|
| 11-06 | 11-03 | 24110200310000308021672 | ITC/EXPERIOR ASSESMENTS 800-745-3925 MN | 74.00 |
| 11-10 | 11-08 | 24110200314000313012381 | ITC/EXPERIOR ASSESMENTS 800-745-3925 MN | 74.00 |
| 11-13 | 11-10 | 24610430317072000485423<br>9493 ARRIVAL: 10-19-00 | BEST WESTERN HOTELS DONAL DONALDSONVILL LA | 1,295.04 |
| 11-16 | 11-15 | 24610430320072000294291<br>9493 ARRIVAL: 11-12-00 | COMFORT INNS ALEXANDRIA ALEXANDRIA LA | 133.20 |
| 11-20 | 11-17 | 24492730324180001014410 | CHEVY'S FRESH MEX HARVEY LA | 28.08 |
| 11-20 | 11-18 | 24610430324072003014809<br>9493 ARRIVAL: 11-17-00 | HOLIDAY INNS-WESTBANK GRETNA LA | 89.71 |
| 11-24 | 11-22 | 24455010327032881292062 | LYNN'S HALLMARK GRETNA LA | 175.69 |
| 12-01 | 11-30 | 24326840335200053758027 | INTERACTIVE INFO SYS I 303-595-0888 CO | 7.58 |
| 12-01 | 11-29 | 24110200335000334011532 | ITC/EXPERIOR ASSESMENTS 800-745-3926 MN | 74.00 |
| 12-01 | 11-30 | 24445000336273119368463 | FASTSIGNS #1 METAIRIE LA | 249.04 |
| 12-04 | 12-01 | 24326840337318014403964 | MONAHAN BROTHERS INC 5045248248 LA | 854.06 |
| 12-04 | 12-02 | 24001750337115946310157 | DBT ONLINE INC 561-982-5880 FL | 4,496.00 |



Continued on next page

**********************************

» E M E R I L ' S «

**********************************

101 Team 1 1

11/1 CHK 613 GST 8
MAR11'02 12:04PM

| | |
|---|---|
| 4 Lg Vittel | 17.00 |
| 3 Coke | 6.00 |
| 1 Tea | 2.00 |
| 2 Gl Freestone | 18.00 |
| 1 Cht Mont 98 | 58.00 |
| 1 Bttl HS White | 27.00 |
| 1 Butterwedge | 10.00 |
| 1 Emeril Salad | 8.00 |
| 2 Gumbo | 12.00 |
| 1 Exotic Mushrooms | 8.00 |
| 1 Pork Medallions | 20.00 |
| 2 Fish of Day | 36.00 |
| 1 Shmp&Beef Fett | 22.00 |
| 1 Filet | 23.00 |
| 1 ENT2/MAHI MAHI | 22.00 |
| 1 BBQ Salmon | 21.00 |
| 1 Absolut | 6.00 |
| 1 Coffee | 2.00 |
| 1 Cafe Latte | 3.00 |
| 1 Crown Royal | 6.00 |
| Subtotal | 327.00 |
| Service Charges | 70.00 |
| Tax | 17.29 |
| Payment 414.29 | |
| Amex Tips | 70.00 |
| 371291309321004 | 01/05 |
| Amex | 414.29 |

——101 CLOSED MAR11 3:03PM——

Emeril's Restaurant
800 Tchoupitoulas
New Orleans, La
504-528-9393

CHECK: 613
TABLE: 11/1
SERVER: 101 Team 1
DATE: MAR11'02 2:40PM
CARD TYPE: Amex
ACCT #: [illegible]
EXP DATE: 01/05
AUTH CODE: 26

SUBTOTAL: 344.29
GRATUITY: 70.00
TOTAL: 414.29

SIGNATURE

2ND COPY FOR CUSTOMER

07/08/99 $20375.55 $424.00 SITE:SD-CI TM:LG-8200 ACID:SDSC076

PMT DUE DATE NEW BALANCE MIN AMT DUE

NV 00 A1 1 0494 VA 0008 VI 4 04/30/01 17:49:36

G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA
70130-3313

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408

For Customer Service call or write

1-800-950-5114
BOX 6000
THE LAKES, NV
89163-6000

For billing inquiries write to this address; calling will not preserve your rights.

Citibank AAdvantage

Account Number

PAYMENT DUE DATE 07/08/99

| Statement Date | Total Credit Line | Cash Advance Limit | New Balance | Available Credit Line | Available Cash Line |
|---|---|---|---|---|---|
| 06/14/99 | $22000 | $16000 | $20375.55 | $1624 | $1624 |

| Sale Dt | Post Dt | Reference # | Activity Since Last Statement | | | Amount | T/C | Bin # or Mer # | $A | Sic |
|---|---|---|---|---|---|---|---|---|---|---|
| | 0607 | 13705504 | PAYMENT THANK YOU | | | 50000- | 70 0000 | 0 | 0 | |
| 0512 | 0513 | RXWHRX61 | SAV-A-CENTER #60 | METAIRIE | LA | 23785 | 61Q5411US | 4E | 0 | 24610439133 |
| 0521 | 0521 | KNCF32V3 | GCA* CAESARS PALACE | LAS VEGAS | NV | 105199 | 61Q7995US | JN | 0 | 24492809141 |
| 0521 | 0521 | VNCF32V3 | GCA* CAESARS PALACE | LAS VEGAS | NV | 208299 | 61Q7995US | JN | 0 | 24492809141 |
| 0601 | 0601 | 836Q02B8 | PALACE THEATRE 20 THE | HARAHAN | LA | 1300 | 61Q7832US | JN | 0 | 24326849154 |
| 0605 | 0605 | 1956PR8Q | CHEVRON #00109012 | METAIRIE | LA | 1450 | 61C5542US | AC | 0 | 24625129157 |
| 0606 | 0606 | *BDT6YLS | BREAUX MART #4 SIW | METAIRIE | LA | 1171 | 61Q5411US | 4E | 0 | 24455019157 |
| 0606 | 0606 | 2BCT6YLS | BREAUX MART #4 SIW | METAIRIE | LA | 2657 | 61Q5411US | 4E | 0 | 24455019157 |
| 0606 | 0606 | 190JRX61 | SAV-A-CENTER #60 | METAIRIE | LA | 15766 | 61Q5411US | 4E | 0 | 24610439158 |
| 0606 | 0606 | GQYX*932 | ECKERD DRUGS #0593 | METAIRIE | LA | 1769 | 61Q5912US | AE | 0 | 24610439159 |

*** AADVANTAGE MILES UPDATE ***

Miles Accumulated This Billing Period: 3,614
Miles Reported To American Airlines: 3,614

If you are an Airflight Insurance customer: Airflight Ins. is no longer underwritten by Federal Ins. Co. under Master Policy #6407-26-42. Effective May 1, 1999 coverage is underwritten by Hartford Life Ins. Co. under Master Policy ADD-9609.

CITIBANK'S ONLINE GUARANTEE---Relax when you shop online with your Citibank card. If your account number is ever compromised you won't be liable for online purchases charged by someone who is not an authorized user. That's our guarantee to you.

Account Summary

| | Previous Balance | + Purchases & Advances | - Payments | - Credits | + Finance Charges | + Late Charges | = Balance |
|---|---|---|---|---|---|---|---|
| Purchases | 1695680 | 361396 | 50000 | | 30479 | | 2037555 |
| Advances | | | | | | | |
| Total | 1695680 | 361396 | 50000 | | 30479 | | 2037555 |

Amount Due

| | |
|---|---|
| Pur Min Due | 42400 |
| Adv Min Due | |
| Amount OCL | |
| Fees | |
| Past Due | |
| Min Amt Due | 42400 |

| Rate Summary | PURCHASES | ADVANCES |
|---|---|---|
| Number of days this Billing Period 33 | | |
| Balance subject to Finance Charge | 19659.85 | |
| Periodic Rate | .04698% | .05476% |
| Nominal Annual Percentage Rate | 17.150% | 19.990% |
| Annual Percentage Rate | 17.150% | 19.990% |

HP Exhibit 376

American Judicature
Society

| ACCOUNT NUMBER | |
|---|---|
| | |
| PAYMENT DUE DATE | NEW BALANCE TOTAL |
| 07/21/99 | $18,797.27 |
| TOTAL MINIMUM PAYMENT DUE | AMOUNT ENCLOSED |
| PAYMENT HOLIDAY | |

Make check payable to:
MBNA AMERICA 18
P.O. BOX 15019
WILMINGTON, OE 19886-5019

CARDHOLDER SINCE 1985

G T PORTEOUS JR
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

S 000000000000000000000000000000000000018797270003750000
S 000000088000000000000167153500160753801879727000375000(..

| ACCOUNT NUMBER | CREDIT LINE | CASH OR CREDIT AVAILABLE | DAYS IN CYCLE | CLOSING DATE | TOTAL MINIMUM PAYMENT DUE | PAYMENT DUE DATE |
|---|---|---|---|---|---|---|
| ---- | $25,700 | $6,902.73 | 32 | 06-21-99 | $375.00 | 07/21/99 |

| POSTING DATE | TRANS DATE | REFERENCE NUMBER | CARD TYPE | CAT | TRANSACTIONS JUNE 1999 STATEMENT | CHARGES | CREDITS (CR) |
|---|---|---|---|---|---|---|---|
| PAYMENTS AND CREDITS | | | | | | | |
| 0619 | | 17057159721 | MC | | PAYMENT - THANK YOU | | 335.00 CR |
| PURCHASES AND ADJUSTMENTS | | | | | | | |
| 0522 | 0521 | 80450799141132141003496 | MC | C | GCA CAESARS PALACE LAS VEGAS NV | 2,082.99 | |
| 0522 | 0521 | 80450799141132141003496 | MC | C | CASH EQUIVALENT TRANSACTION FEE | 41.65 | |
| | | | | | TOTAL FOR BILLING CYCLE FROM 5/21/1999 THROUGH 6/21/1999 | $2,124.64 | $335.00 CR |

**IMPORTANT NEWS**

CHECK OUT THE THREE ENCLOSED CHECKS AND GET SOME IDEAS ON WAYS TO USE THEM THIS SUMMER. OR CALL 1-888-515-3308 AND SPEAK TO A BALANCE CONSOLIDATION SPECIALIST.

CONGRATULATIONS - YOU HAVE QUALIFIED FOR A PAYMENT HOLIDAY. IF YOU SKIP THIS PAYMENT, THERE IS NO NEED TO NOTIFY US. FINANCE CHARGES WILL APPLY.

IF YOU NEED EXTRA CASH, AN ATM IS AN EASY AND CONVENIENT WAY TO ACCESS IT. SIMPLY CALL 1-888-515-3307 TO REQUEST A PIN.

SUMMARY OF TRANSACTIONS

| Previous Balance | -Payments and Credits | + Cash Advances | + Purchases &Adjustments | +Periodic Rate FINANCE CHARGES | +Transaction Fee FINANCE CHARGES | =New Balance Total |
|---|---|---|---|---|---|---|
| $16,716.23 | $335.00 | $0.00 | $2,082.99 | $291.40 | $41.65 | $18,797.27 |

TOTAL MINIMUM PAYMENT DUE

| | |
|---|---|
| Past Due Amount | $0.00 |
| Current Payment | $375.00 |
| Min Payment Due (Opt) | $375.00 |

FINANCE CHARGE SCHEDULE

| Category | Periodic Rate | Corresponding Annual Percentage Rate | Balance Subject to Finance Charges |
|---|---|---|---|
| A. BALANCE TRANSFER, CHECKS | .016164% DLY | 05.90% | $0.00 |
| B. ATM, BANK. . . . . | .052027% DLY | 18.99% | $0.00 |
| C. PURCHASES . . . . . | .016164% DLY | 05.90% | $2,099.44 |
| D. OTHER BALANCES. . . . . | .052027% DLY | 18.99% | $16,850.83 |

FOR THIS BILLING PERIOD
**ANNUAL PERCENTAGE RATE...** 21.09%
(Includes Periodic Rate And Transaction Fee Finance Charges)

THIS DOCUMENT IS A COPY OF YOUR STATEMENT. IT IS FOR YOUR RECORDS ONLY AND IS NOT AN OFFICIAL BANK DOCUMENT. THIS COPY IS NOT AN EXACT DUPLICATE AND MAY NOT INCLUDE MESSAGES WHICH APPEAR IN THE IMPORTANT NEWS BLOCK ON YOUR ORIGINAL PERIODIC STATEMENT.

**FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY**

- For our automated Direct Connect service, call 1-800-789-6685
- To speak to one of our Customer Satisfaction representatives, call 1-800-789-6701
- For TDD (Telecommunications Device for the Deaf) assistance, call 1-800-346-3178
- Billing rights are preserved only by written inquiry. Mail billing inquiries and all other account inquiries to:
MBNA AMERICA P.O. BOX 15026
WILMINGTON, OE 19850-5026

GABRIEL PORTEOUS JR.

4801 NEYREY DRIVE

METAIRIE LA 70002
CAR099

ARRIVE: 5/20/99 INIT: MP
DEPART: 5/23/99
RATE:

ROOM: PT 1548 NITES: 003
FAX

NOTICE TO GUESTS: SAFE DEPOSIT BOXES ARE PROVIDED FOR THE DEPOSIT OF VALUABLES. THE HOTEL CANNOT BE RESPONSIBLE FOR VALUABLES NOT DEPOSITED. IN ACCESS CHARGE WILL BE ADDED FOR VARIOUS LOCAL AND FOREIGN TAXES. FOR FURTHER INFORMATION DEAL THE OPERATOR.

X Robert Sperling

SIGNATOR IS RESPONSIBLE FOR ALL DEBTS INCURRED DURING STAY.

ROOM CHARGES INCLUDE CLARK COUNTY TAX

TELEPHONE CHARGES INCLUDE FEDERAL TA

SC00969

HP Exhibit 377

# Statement of Account

53

068 1 TERMS - PAYABLE IN FULL UPON RECEIPT OF STATEMENT.

| Corporate Account Number | Statement Closing Date | Total Amount Due |
|---|---|---|
| | 06-20-99 | $3,486.22 |

JACOB J AMATO JR
AMATO & CREELY
PO BOX 441
GRETNA LA 70054-0441

**MAIL PAYMENT TO:**
AMERICAN EXPRESS
SUITE 0001
CHICAGO IL 60679-0001

0000378265286603009 000348622000509081 20HH

// PG-1308 / ST PG 1 OF 11 / 003 02 / N BRK 70054044141/ REMIT /PED02079//

# Summary of Account

| Corporate Cardmember Name | Corporate Account Number | Statement Closing Date |
|---|---|---|
| JACOB J AMATO JR | | 06-20-99 |

| Previous Balance | New Charges | Other Debits | Payments Received | Other Credits | Balance Due |
|---|---|---|---|---|---|
| $8,538.34 | $5,090.81 | $.00 | $8,538.34 | $1,604.59 | $3,486.22 |

| Card Number | Cardmember Name | Total Charges | Total Credits |
|---|---|---|---|
| | **PREVIOUS BALANCE** | **$8,538.34** | |
| | JACOB J AMATO JR | $1,772.28 | $10,081.45 |
| | ROBERT G CREELY | $3,318.53 | $61.48 |
| | **TOTAL CHARGES AND CREDITS** | **$5,090.81** | **$10,142.93** |
| | **BALANCE DUE** | **$3,486.22** | |

Page 1 of 11

IF YOU HAVE ANY QUESTIONS ABOUT YOUR ACCOUNT, CALL 1-800-492-3344 (24 HOURS/7 DAYS) OR WRITE US AT P.O. BOX 297885, FT. LAUDERDALE, FL 33329-7885. PLEASE HAVE YOUR ACCOUNT NUMBER READY.

BPED02079
1308
003 02

HP Exhibit 378

Corporate Cardmember Name: JACOB J AMATO JR
Corporate Account Number:
Closing Date: 06-20-99

BPED02079
1310

55

| Reference Number | Item Number | Description of Monthly Activity | | Charges | Credits |
|---|---|---|---|---|---|
| | | **CARD NUMBER** | | | |
| 501142 | 31 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014256569 LODGING/CHARGES | 05/20/99 | 86.11 | |
| 501142 | 32 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014256570 LODGING/CHARGES | 05/20/99 | 86.11 | |
| 501143 | 33 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014321413 LODGING/CHARGES | 05/22/99 | 203.60 | |
| 501143 | 34 | THE GOLDEN STEER STELAS VEGAS | NV | | |
| | | 000009008 FOOD/BEV | 05/21/99 | 560.48 | |
| 501145 | 36 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014584841 LODGING/CHARGES | 05/23/99 | 84.74 | |
| 501145 | 37 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014584842 LODGING/CHARGES | 05/23/99 | 378.70 | |
| 501145 | 38 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014584843 LODGING/CHARGES | 05/23/99 | 403.71 | |
| 501148 | 42 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014866295 LODGING/CHARGES | 05/26/99 | | |
| 501148 | 43 | CAESARS HOTEL & CASILAS VEGAS | NV | | |
| | | 014866296 LODGING/CHARGES | 05/26/99 | | |
| | | **TOTAL FOR ROBERT G CREELY** | | **$3,318.53** | |

// PG-1310 / ST PG 3 OF 11 / /PED02079//

GUEST PAY

GABRIEL PORTEOUS JR.
BARNBECK/PHELPS/WALLACE
4801 NEYREY DRIVE

METAIRIE LA 70002

Room No PT 1548
Page No 1
Guests 1
Res ID. 362204227603
Fol ID. 363007269490
Arvl Dt 5/20/99
Dept Dt 5/23/99
Group CAR099
T/A No.

| DATE | REFERENCE | DESCRIPTION | SPLIT | AMOUNT |
|---|---|---|---|---|
| 5/20/99 | 362999001234 | ROOM CHARGE PT 1548 | | 79.00 |
| EXTERNAL TICKET # PT 1548 | | | | |
| | | TAX | | 7.11 |
| 5/20/99 | 362997271273 | APPLIED DEPOSIT | | 86.11- |
| | | 1299 4712037340424657 | | |
| 5/21/99 | 363009001230 | ROOM CHARGE PT 1548 | | 79.00 |
| EXTERNAL TICKET # PT 1548 | | | | |
| | | TAX | | 7.11 |
| 5/21/99 | 363007283975 | CAFE ROMA COFFEE SHOP | | 33.00 |
| EXTERNAL TICKET # 9207 | | | | |
| | | PT1548PO | | |
| 5/22/99 | 363019001232 | ROOM CHARGE PT 1548 | | 115.00 |
| EXTERNAL TICKET # PT 1548 | | | | |
| | | TAX | | 10.35 |
| 5/22/99 | 363017327966 | NEPTUNE BAR | | 20.00 |
| EXTERNAL TICKET # 2407 | | | | |
| | | PT1548PO | | |
| 5/22/99 | 363017328154 | NEPTUNE BAR | | 25.00 |
| EXTERNAL TICKET # 2349 | | | | |
| | | PT1548PO | | |
| 5/22/99 | 363017335209 | PALATIUM BUFFET | | 50.00 |
| EXTERNAL TICKET # 626 | | | | |
| | | PT1548PO | | |
| 5/22/99 | 363017337590 | ROOM CHARGE PT 1548 | | 36.00 |
| | | TAX | | 3.24 |
| | | P/U RATE 052199 | | |
| 5/23/99 | 363027355686 | FRONT DESK AMEX | | 378.70- |
| | | 5/02 [redacted] | | |
| 7/29/99 | 363691994023 | FRONT DESK AMEX | | 86.11- |
| | | 5/02 [redacted] | | |
| 7/29/99 | 363691994035 | FRONT DESK VISA | | 86.11 |
| | | 12/99 [redacted] | | |

TOTAL 0.00
1:34 11:27 PAX

National Financial Services LLC

NO. [redacted]

October 25, 2001

PAY One Thousand Seven Hundred Sixty Dollars and 00 Cents

EXACTLY *$1,760.00*

Not Valid After 90 Days

TO THE ORDER OF
C THOMAS PORTEOUS JR
U S DISTRICT COURT
500 CAMP ST C206
NEW ORLEANS LA 70130-3313

National Financial Services LLC

AUTHORIZED SIGNATURES

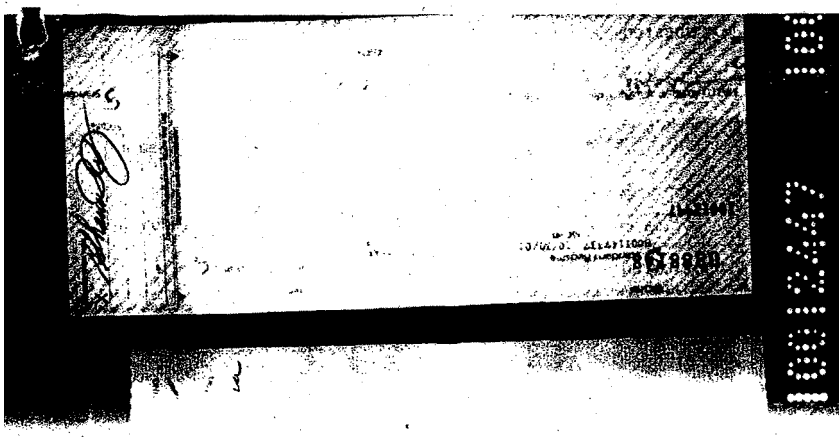
[redacted]

⑈0000176000⑈

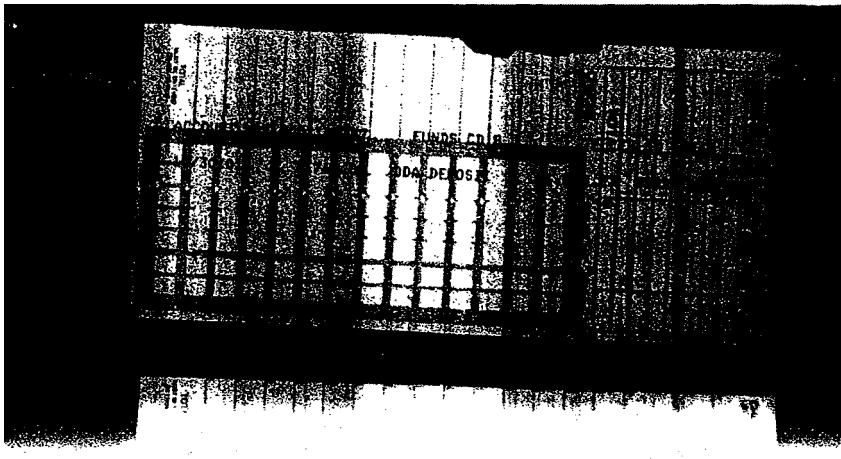
BANK ONE

HP Exhibit 381

UL05462



UL05463



UL05461

DEPOSIT TICKET
JUDGE G. T. PORTEOUS, JR. 06-84
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA 70002

DATE 10/30/01
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

SIGN HERE FOR CASH RECEIVED (IF REQUIRED)

Fidelity
HOMESTEAD ASSOCIATION
225 BARONNE ST
NEW ORLEANS, LA 70112

MONEY MARKET FUND

CASH
14-7053/2652
8001149337

1760 00

SUB TOTAL 1760 00

LESS CASH RECEIVED

$ 1760 00

[redacted]

UL05460

JUDGE G. T. PORTEOUS, JR. 06-84
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA. 70002

889

DATE 11/9/07

PAY TO THE ORDER OF Treasurer Oil Corp. $ 1800.00/00

One Thousand Eight Hundred & 00/100 DOLLARS

Fidelity HOMESTEAD ASSOCIATION 222 BARONNE ST NEW ORLEANS LA 10112

MONEY MARKET FUND

[redacted] 0589 ⑈0000180000⑈

UL05634

National Financial Services LLC

NO [redacted]

PAY One Thousand Dollars and 00 Cents

April 24, 2001

$1 000.00

Not Valid After 90 Days

TO THE ORDER OF

G THOMAS PORTEOUS JR
U.S. DISTRICT COURT
500 CAMP ST C206
NEW ORLEANS LA 70130-3313

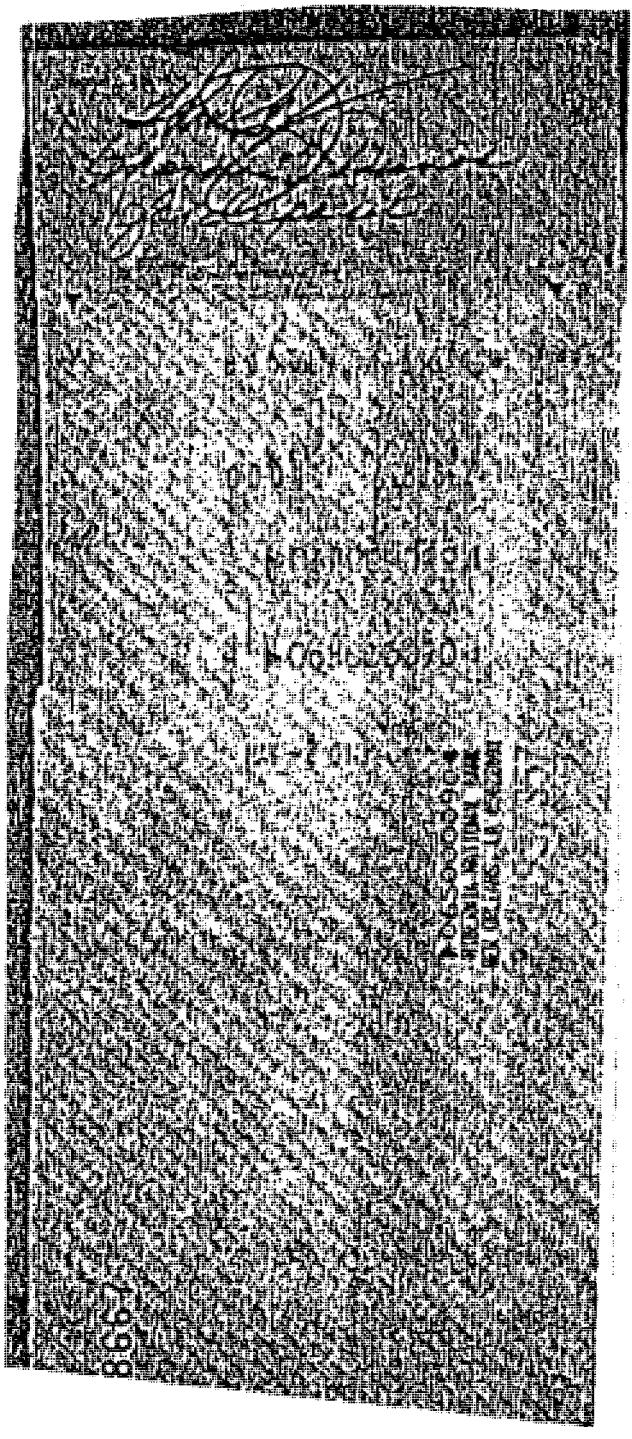
National Financial Services LLC

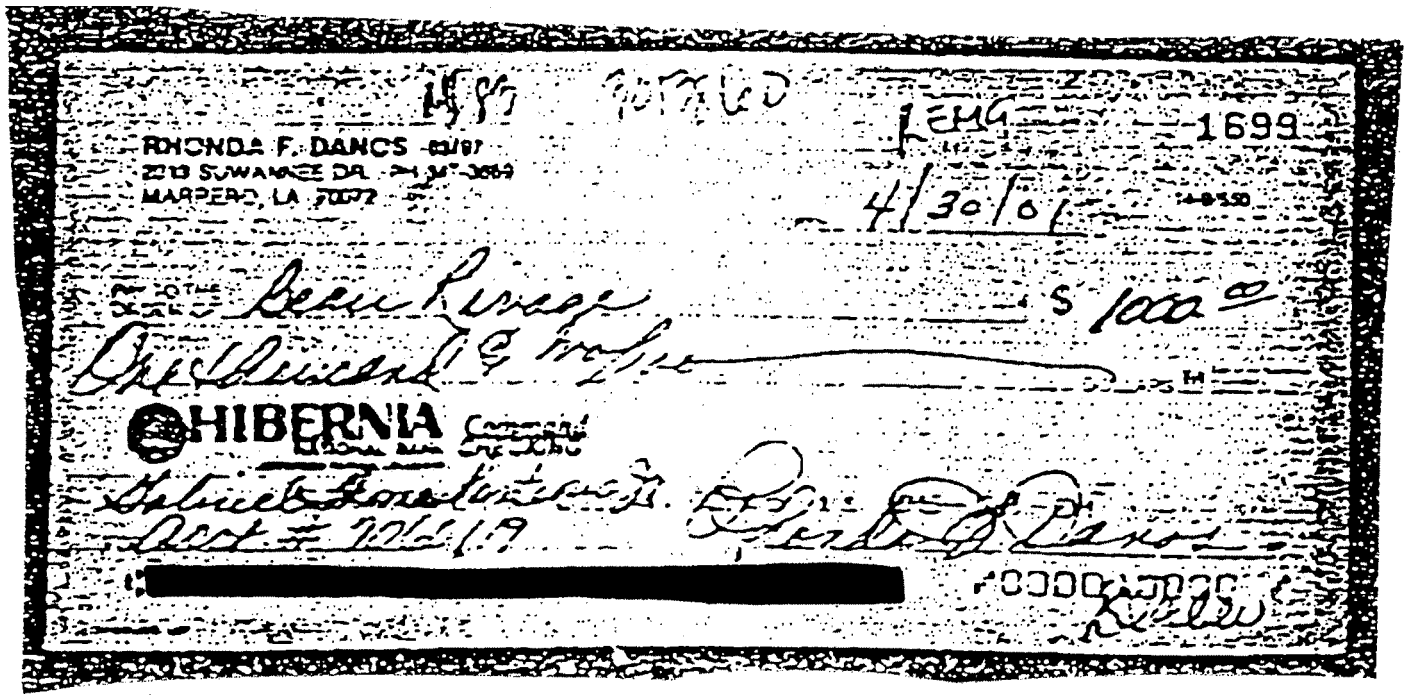
AUTHORIZED SIGNATURES

[redacted]

⑈0000100000⑈

HP Exhibit 382







1699

RHONDA F. DANOS
2013 SUWANNEE DR.
MARRERO, LA 70072

4/30/01

PAY TO THE ORDER OF Beau Rivage $ 1000.00

One thousand & no/100 DOLLARS

HIBERNIA Commercial
NATIONAL BANK

Gabriel Fernandez Jr.
Acct # 7062119

Rhonda F. Danos

[redacted]

RHONDA F. DANOS
2010 SUWANNEE DR. PH 347-3660
MAPRERO, LA 70072

1000.00

5/1/01

HIBERNIA Command CHECKING

1000.00

[redacted]

5/0000100000/

*1

Direct inquiries to Customer Service
(800) 726-4301

RHONDA F DANOS OR
GORDON J DANOS JR OR
GAVIN C DANOS
2013 SUWANNEE DR
MARRERO LA 70072



Account Summary - Tower Gold Checking Account [redacted]

| | | | |
|---|---|---|---|
| Previous balance | $3,142.07 | Statement cycle began | April 4, 2001 |
| + 5 Credits/deposits | $4,299.70 | Statement cycle ended | May 2, 2001 |
| - 35 Debits/checks | $3,284.13 | Number of days in cycle | 29 |
| - Service charges | $0.00 | Minimum balance this cycle | $1,136.42 |
| + Interest paid | $2.29 | Average collected balance | $2,623.51 |
| Ending balance | $4,159.93 | Interest earned during this cycle | $2.29 |
| | | Annual percentage yield earned | 1.10% |
| | | Interest paid YTD | $11.03 |

Deposits and Other Credits

| Date | Amount | Description |
|---|---|---|
| 04/11 | $573.62 | Customer deposit |
| 04/11 | $363.00 | Customer deposit |
| 04/13 | $1,181.54 | ACH deposit USC TREAS 310 FED SALARY |
| 04/27 | $1,181.54 | ACH deposit USC TREAS 310 FED SALARY |
| 05/02 | $1,000.00 | Customer deposit |
| 05/02 | $2.29 | Interest paid |

Checks (*Preceding check number(s) are not on this statement)

| Date | Check No. | Amount | Date | Check No. | Amount | Date | Check No. | Amount |
|---|---|---|---|---|---|---|---|---|
| 04/04 | 1663 | $14.00 | 05/02 | 1678 | $15.00 | 04/12 | 1690* | $180.00 |
| 04/06 | 1666* | $40.67 | 04/09 | 1679 | $375.00 | 04/17 | 1691 | $77.30 |
| 04/06 | 1667 | $10.00 | 04/05 | 1680 | $78.00 | 04/20 | 1692 | $62.35 |
| 04/04 | 1668 | $14.00 | 04/16 | 1681 | $40.00 | 04/19 | 1694* | $25.12 |
| 04/09 | 1670* | $605.91 | 05/01 | 1682 | $3.62 | 04/24 | 1695 | $100.00 |
| 04/06 | 1672* | $411.26 | 04/10 | 1684* | $30.00 | 05/01 | 1696 | $3.67 |
| 04/06 | 1673 | $100.00 | 04/10 | 1685 | $121.76 | 04/30 | 1697 | $5.70 |
| 04/09 | 1675* | $18.27 | 04/12 | 1686 | $30.00 | 05/02 | 1698 | $20.00 |
| 04/10 | 1676 | $10.00 | 04/12 | 1687 | $48.39 | 05/02 | 1908* | $180.00 |
| 04/13 | 1677 | $14.03 | 04/27 | 1688 | $25.00 | | | |

Other Withdrawals and Deductions

| Date | Amount | Description |
|---|---|---|
| 04/06 | $58.97 | ACH withdrawal CITIZENS UTIL. GAS BILL 110003036688 |
| 04/10 | $117.81 | Payment to loan number |
| 04/12 | $91.62 | ACH withdrawal ENTERGY LA INC BANK DRAFT |
| 04/19 | $98.68 | ACH withdrawal SALLIE MAE SLMA DEBIT |
| 04/23 | $154.10 | ACH withdrawal STATE FARM LIFE INS. PREM. |



Member FDIC

UL10119

*1

Direct inquiries to Customer Service
(800) 726-4301

RHONDA F DANOS OR
GORDON J DANOS JR OR
GAVIN C DANOS
2013 SUWANNEE DR
MARRERO LA 70072



Account Summary - Tower Gold Checking Account [redacted]

| | | | | |
|---|---|---|---|---|
| Previous balance | | $4,159.93 | Statement cycle began | May 3, 2001 |
| + | 6 Credits/deposits | $4,286.44 | Statement cycle ended | June 4, 2001 |
| - | 42 Debits/checks | $6,390.21 | Number of days in cycle | 33 |
| - | Service charges | $0.00 | Minimum balance this cycle | $1,446.10 |
| + | Interest paid | $2.57 | Average collected balance | $2,587.40 |
| Ending balance | | $2,058.73 | Interest earned during this cycle | $2.57 |
| | | | Annual percentage yield earned | 1.10% |
| | | | Interest paid YTD | $13.60 |

Deposits and Other Credits

| Date | Amount | Description |
|---|---|---|
| 05/11 | $1,181.54 | ACH deposit USC TREAS 310 FED SALARY |
| 05/14 | $500.00 | Customer deposit |
| 05/14 | $457.00 | Customer deposit |
| 05/17 | $216.36 | Customer deposit |
| 05/25 | $1,181.54 | ACH deposit USC TREAS 310 FED SALARY |
| 06/01 | $750.00 | Customer deposit |
| 06/04 | $2.57 | Interest paid |

Checks (*Preceding check number(s) are not on this statement)

| Date | Check No. | Amount | Date | Check No. | Amount | Date | Check No. | Amount |
|---|---|---|---|---|---|---|---|---|
| 05/04 | 1671 | $51.00 | 05/14 | 1911 | $15.00 | 05/22 | 1924 | $10.00 |
| 05/14 | 1693* | $147.19 | 05/15 | 1912 | $500.00 | 05/30 | 1925 | $307.07 |
| 05/08 | 1699* | $1,000.00 | 05/14 | 1913 | $37.37 | 05/30 | 1927* | $500.00 |
| 05/07 | 1901* | $605.91 | 05/18 | 1914 | $11.42 | 05/30 | 1928 | $5.00 |
| 05/07 | 1902 | $100.00 | 05/14 | 1915 | $123.00 | 06/04 | 1930* | $100.00 |
| 05/07 | 1903 | $50.00 | 05/14 | 1917* | $27.00 | 06/04 | 1932* | $100.00 |
| 05/03 | 1904 | $15.00 | 05/18 | 1918 | $20.00 | 06/01 | 1933 | $605.91 |
| 05/07 | 1905 | $100.00 | 05/14 | 1919 | $180.00 | 06/01 | 1934 | $13.70 |
| 05/07 | 1906 | $411.26 | 05/15 | 1920 | $107.63 | 05/30 | 1935 | $34.80 |
| 05/03 | 1907 | $77.00 | 05/14 | 1921 | $41.87 | 06/01 | 1936 | $180.00 |
| 05/09 | 1909* | $5.00 | 05/14 | 1922 | $16.86 | 06/01 | 1937 | $26.00 |
| 05/08 | 1910 | $119.70 | 05/16 | 1923 | $77.30 | 06/04 | 1938 | $28.24 |

Other Withdrawals and Deductions

| Date | Amount | Description |
|---|---|---|
| 05/08 | $36.96 | ACH withdrawal CITIZENS UTIL. GAS BILL |

UL10122



Member FDIC

ACCOUNT: [redacted]

GRID:I 14

Investment Report

January 1, 1997 - January 31, 1997

Brokerage [redacted]

G T PORTEOUS JR - INDIVIDUAL RETIREMENT ACCOUNT - ROLLOVER - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

Transaction Details (for holdings with activity this period)

Brokerage Activity

| Settlement Date | Security | Description | Quantity | Price per Uni | Transaction Amount |
|---|---|---|---|---|---|
| 1/02 | FIDELITY CASH RESERVES | Dividend received | | | $220.82 |
| 1/16 | IRA FED WTH 501220489 | Fed tax w/h | | | -3,000.00 |
| 1/16 | IRA CHK FD 501220489 | Early dst/no excp aps | | | -12,000.00 |

Core Account - Fidelity Cash Reserves

| Description | Amount | Balance | Description | Amount | Balance |
|---|---|---|---|---|---|
| Beginning | | $52,112.26 | Core account income | 220.82 | |
| Other disbursements | -$15,000.00 | | Ending | | $37,333.08 |

You have earned $191.49 from your core account this month, and $220.82 year to date. This monthly income will be posted to your account on the first day of February.

Daily Additions and Subtractions Fidelity Cash Reserves @ $1 per share (the following is provided to you in accordance with industry regulations)

| Date | Amount | Balance | Date | Amount | Balance | Date | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| 1/02 | $220.82 | $52,333.08 | 1/16 | -15,000.00 | 37,333.08 | | | |

Additional Information About Your Investment Report
An additional copy of your Investment Report has been sent to:
PORTFOLIO MANAGEMENT SERVICES

0001 970131 0001 045380998 01 18 00C



HP Exhibit 383

3 PAGE 1 DDASTATE

[redacted] 2/20/97

TAX ID NUMBER [redacted]

*** MONEY MARKET ***
*** STATEMENT ***

MR OR MRS G T PORTEOUS JR
4801 NE REY DR
METAIRIE LA 70002-1426

ACCOUNT NUMBER [redacted] STATEMENT PERIOD 1/21/97 THRU 2/20/97

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| AVERAGE BALANCE | | PREVIOUS BALANCE | 946.18 |
| 9,421.98 | 2 CREDITS, INCLUDING | 1 DEPOSITS, TOTALING | 12,022.03 |
| MINIMUM BALANCE | 7 DEBITS, INCLUDING | 3 CHECKS, TOTALING | 8,331.21 |
| 946.18 ON 1/18 | | NEW BALANCE | 4,637.00 |
| YEAR TO DATE: | | INTEREST EARNED | 22.03 |
| EARNINGS..... | 23.64 | ANNUAL PERCENTAGE YIELD EARNED | 2.79% |
| SERVICE CHARGE... | 0.00 | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|
| | BEGINNING BALANCE | | 946.18 |
| 1/22/97 | DEPOSIT TO DEMAND ACCOUNT | 12,000.00 | 12,946.18 |
| 1/24/97 | DEMAND ACCOUNT WITHDRAWAL | 450.00- | 12,496.18 |
| 1/28/97 | PREAUTHORIZED WITHDRAWAL TRANSACTION STATE FARM RO 22 INSURANCE | 181.31- | 12,314.87 |
| 1/28/97 | DEMAND ACCOUNT WITHDRAWAL | 1,100.00- | 11,214.87 |
| 2/03/97 | WITHDRAWAL, CHECK NUMBER 452 | 2,000.00- | 9,214.87 |
| 2/07/97 | WITHDRAWAL, CHECK NUMBER 449 | 99.90- | 9,114.97 |
| 2/12/97 | DEMAND ACCOUNT WITHDRAWAL | 500.00- | 8,614.97 |
| 2/18/97 | WITHDRAWAL, CHECK NUMBER 453 | 4,000.00- | 4,614.97 |
| 2/20/97 | DEMAND ACCOUNT EARNINGS CREDIT | 22.03 | 4,637.00 |

CHECK SUMMARY

| CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 449 | 99.90 | ***452 | 2,000.00 | 453 | 4,000.00 | | |

ULO5108

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4430

Investment Report

April 1, 1997 - April 30, 1997

Brokerage [redacted] O T PORTEOUS JR - INDIVIDUAL RETIREMENT ACCOUNT - ROLLOVER - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

Transaction Details (for holdings with activity this period)

Brokerage Activity

| Settlement Date | Security | Description | Quantity | Price per Unit | Transaction Amount |
|---|---|---|---|---|---|
| 4/01 | FIDELITY CASH RESERVES | Dividend received | | | $162.35 |
| 4/25 | RET FED WTH 501299354 | Fed tax w/h | | | -3,000.00 |
| 4/25 | IRA CHK PD 501299354 | Early dst/no excp eps | | | -12,000.00 |

Core Account - Fidelity Cash Reserves

| Description | Amount | Balance | Description | Amount | Balance |
|---|---|---|---|---|---|
| Beginning | | $37,669.25 | Core account income | 162.35 | |
| Other disbursements | -$15,000.00 | | Ending | | $22,831.60 |

You have earned $155.13 from your core account this month, and $719.34 year to date. This monthly income will be posted to your account on the first day of May.

Daily Additions and Subtractions Fidelity Cash Reserves @ $1 per share (the following is provided to you in accordance with industry regulations)

| Date | Amount | Balance | Date | Amount | Balance | Date | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| 4/01 | $162.35 | $37,831.60 | 4/25 | -15,000.00 | 22,831.60 | | | |

Additional Information About Your Investment Report
An additional copy of your Investment Report has been sent to:
PORTFOLIO MANAGEMENT SERVICES

Effective April 1, 1997, John J. Todd is the manager of Fidelity Cash Reserves. Mr. Todd joined Fidelity as a portfolio manager in 1981.

D 08 D 08 D 08 D 08

3 PAGE 1 DDASTATE

[redacted] 5/20/97

TAX ID NUMBER [redacted]

*** MONEY MARKET ***
*** STATEMENT ***

MR OR MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

ACCOUNT NUMBER [redacted] STATEMENT PERIOD 4/21/97 THRU 5/20/97

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| AVERAGE BALANCE | | PREVIOUS BALANCE | 3,170.06 |
| 7,862.06 | 2 CREDITS, INCLUDING | 1 DEPOSITS, TOTALING | 12,017.79 |
| MINIMUM BALANCE | 5 DEBITS, INCLUDING | 3 CHECKS, TOTALING | 13,493.52 |
| 491.54 ON 4/29 | | NEW BALANCE | 1,694.33 |
| YEAR TO DATE: | | INTEREST EARNED | 17.79 |
| EARNINGS..... | 57.88 | ANNUAL PERCENTAGE YIELD EARNED | 2.79% |
| SERVICE CHARGE... | 0.00 | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|
| | BEGINNING BALANCE | | 3,170.06 |
| 4/28/97 | WITHDRAWAL, CHECK NUMBER 457 | 2,432.28- | 737.78 |
| 4/29/97 | PREAUTHORIZED WITHDRAWAL TRANSACTION | 246.24- | 491.54 |
| | STATE FARM RO 22 INSURANCE | | |
| 4/30/97 | DEPOSIT TO DEMAND ACCOUNT | 12,000.00 | 12,491.54 |
| 5/15/97 | WITHDRAWAL, CHECK NUMBER 458 | 500.00- | 11,991.54 |
| 5/16/97 | WITHDRAWAL, CHECK NUMBER 459 | 8,750.00- | 3,241.54 |
| 5/19/97 | DEMAND ACCOUNT WITHDRAWAL | 1,565.00- | 1,676.54 |
| 5/20/97 | DEMAND ACCOUNT EARNINGS CREDIT | 17.79 | 1,694.33 |

CHECK SUMMARY

| CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|
| 457 | 2,432.28 | 458 | 500.00 | 459 | 8,750.00 |

UL05111

E 05

D 09

MR
4S
ME

ACCOUNT

AVERAGE BA
3,480.0
MINIMUM BA
2,368.2
YEAR TO DA
EARNINGS
SERVICE

DATE

5/07/97 C
5/20/97 C

F 09

4432

Investment Report

April 1, 1998 - April 30, 1998

Brokerage [redacted] O T PORTERUS JR - INDIVIDUAL RETIREMENT ACCOUNT - FOLLOWER - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

Brokerage Activity

| Settlement Date | Security | Description | Quantity | Price per Unit | Transaction Amount |
|---|---|---|---|---|---|
| 4/01 | FIDELITY ASH RESERVES | Dividend received | | | $60.98 |
| 4/06 | RET FED WTH 501579293 | Fed tax wth | | | -1,900.00 |
| 4/06 | IRA CHK PD 501579293 | Early dst/no excp aps | | | -7,200.00 |

Core Account - Fidelity Cash Reserves

| Description | Amount | Balance | Description | Amount | Balance |
|---|---|---|---|---|---|
| Beginning | | $13,649.96 | Core account income | 60.98 | |
| Other disbursements | -9,000.00 | | Ending | | $4,710.94 |

You have earned $27.93 from your core account this month, and $238.82 year to date. This monthly income will be posted to your account on the first day of May.

Daily Additions and Subtractions Fidelity Cash Reserves 2 41 per share (the following is provided to you in accordance with industry regulations)

| Date | Amount | Balance | Date | Amount | Balance | Date | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| 4/01 | $60.99 | $13,710.94 | 4/06 | -9,000.00 | 4,710.94 | | | |

Additional Information About Your Investment Report
An additional copy of your Investment Report has been sent to:
PORTFOLIO MANAGEMENT SERVICES

CUT BACK A LITTLE, SAVE A LOT. Celebrate National Pay Yourself Day -- National Pay Yourself Day is a call to action urging Americans to take control of their retirement savings. The day is part of a national public education campaign. Cutting back a little to save a lot can be an important step to realizing your retirement goal. Fidelity Investments has the resources to help you.

We want to help you focus on your retirement savings program. We believe it's important that you fund your retirement and spend what's left instead of funding your retirement with what's left after spending.

PAGE 1

[redacted] 4/20/98
MONEY MARKET FUNDS
TAX ID NUMBER [redacted]

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

* * * MONEY MARKET * * *
* * * STATEMENT * * *

MR G T PORTEOUS JR OR
MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

ACCOUNT NUMBER [redacted] STATEMENT PERIOD 3/21/98 THRU 4/20/98

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| VERAGE BALANCE | | PREVIOUS BALANCE | 435.86 |
| 1,865.72 | 2 CREDITS, INCLUDING | 1 DEPOSITS, TOTALING | 7,204.36 |
| INIMUM BALANCE | 2 DEBITS, INCLUDING | 1 CHECKS, TOTALING | 824.97 |
| 185.89 ON 3/30 | | NEW BALANCE | 6,815.25 |
| EAR TO DATE | | INTEREST EARNED | 4.36 |
| EARNINGS 6.42 | ANNUAL PERCENTAGE YIELD EARNED | | 2.79% |
| SERVICE CHARGE 0.00 | | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|
| | BEGINNING BALANCE | | 435.86 |
| 3/30/98 | PREAUTHORIZED WITHDRAWAL, TRANSACTION | 249.97- | 185.89 |
| | STATE FARM RO 22 INSURANCE | | |
| 4/14/98 | DEPOSIT TO DEMAND ACCOUNT | 7,200.00 | 7,385.89 |
| 4/20/98 | WITHDRAWAL, CHECK NUMBER 496 | 575.00- | 6,810.89 |
| 4/20/98 | DEMAND ACCOUNT EARNINGS CREDIT | 4.36 | 6,815.25 |

CHECK SUMMARY

| HECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 496 | 575.00 | | | | | | |

UL05122

Investment Report

January 1, 1999 - January 31, 1999

Brokerage [redacted] G T PORTEOUS JR - ROLLOVER IRA - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

| Holdings (Symbol) as of January 31, 1999 | Performance January 31, 1999 | Quantity January 31, 1999 | Price per Unit January 31, 1999 | Total Value January 1, 1999 | Total Value January 31, 1999 |
|---|---|---|---|---|---|
| Total Market Value | | | | | $8,583.37 |

All positions held in cash account unless indicated otherwise.

Transaction Details (For holdings with activity this period)

Core Account - Fidelity Cash Reserves

| Description | Amount | Balance | Description | Amount | Balance |
|---|---|---|---|---|---|
| Beginning | | $4,859.73 | Core account income | 20.23 | |
| Investment Activity | | | Subtotal of Investment Activity | - $2,479.77 | |
| Other disbursements | -$2,500.00 | | Ending | | $2,379.96 |

You have earned $16.24 from your core account this month, and $20.23 year to date. This monthly income will be posted to your account on the first day of February .

Investment Activity

| Settlement Date | Security | Description | Quantity | Price per uni | Transaction amount |
|---|---|---|---|---|---|
| 1/04 | FIDELITY CASH RESERVES | Dividend received | | | $20.23 |
| 1/19 | RET FED WTH 501841014 | Fed tax w/h | | | -500.00 |
| 1/19 | IRA CHK FD 501841014 | Early dst/no excp aps | | | -2,000.00 |

Daily Additions and Subtractions Fidelity Cash Reserves @ $1 per share (the following is provided to you in accordance with industry regulations)

| Date | Amount | Balance | Date | Amount | Balance | Date | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| 1/04 | $20.23 | $4,879.96 | 1/19 | -2,500.00 | 2,379.96 | | | |

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

[redacted] 2/20/1999
MONEY MARKET FUNDS
TAX ID NUMBER [redacted]

* * * MONEY MARKET * * *
* * * STATEMENT * * *

MR G T PORTEOUS JR OR
MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

CCOUNT NUMBER [redacted] STATEMENT PERIOD 1/21/1999 THRU 2/20/1999

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| VERAGE BALANCE 2,367.66 | | PREVIOUS BALANCE | 1,636.35 |
| | 2 CREDITS, INCLUDING | 1 DEPOSITS, TOTALING | 1,605.54 |
| INIMUM BALANCE 1,421.35 ON 1/22 | 4 DEBITS, INCLUDING | 3 CHECKS, TOTALING | 1,024.97 |
| | | NEW BALANCE | 2,216.92 |
| EAR TO DATE: | | INTEREST EARNED | 5.54 |
| EARNINGS 8.59 | ANNUAL PERCENTAGE YIELD EARNED | | 2.79% |
| SERVICE CHARGE 0.00 | | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|
| | BEGINNING BALANCE | | 1,636.35 |
| 1/22 | WITHDRAWAL, CHECK NUMBER 518 | 215.00- | 1,421.35 |
| 1/26 | DEPOSIT TO DEMAND ACCOUNT | 1,600.00- | 3,021.35 |
| 1/28 | PREAUTHORIZED WITHDRAWAL TRANSACTION STATE FARM RO 22 INSURANCE | 249.97- | 2,771.38 |
| 2/03 | WITHDRAWAL, CHECK NUMBER 519 | 260.00- | 2,511.38 |
| 2/15 | WITHDRAWAL, CHECK NUMBER 520 | 300.00- | 2,211.38 |
| 2/20 | DEMAND ACCOUNT EARNINGS CREDIT | 5.54 | 2,216.92 |

CHECK SUMMARY

| IECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 518 | 215.00 | 519 | 260.00 | 520 | 300.00 | | |

UL05132

[redacted]

DEPOSIT TICKET

JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4001 NEYREY DR
METAIRIE, LA 70002

DATE Jan-26-99

DEPOSITS MAY NOT BE SUBJECT TO IMMEDIATE WITHDRAWAL

130-26

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE ST
NEW ORLEANS LA 70112

| | |
|---|---|
| | 2000.00 |
| | 2000.00 |
| | 400.00 |
| $ | 1600.00 |

[redacted]

UL05318

The Bank of New York (Delaware)
Wilmington, Delaware

**National Financial Services Corporation**
200 Liberty Street, One World Financial Center
New York, NY 10281

NO. [redacted]

January 19, 1999

PAY Two Thousand Dollars and 00 Cents

130200

EXACTLY
*$2,000.00*

Not Valid After 90 Days

TO THE ORDER OF
G THOMAS PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

National Financial Services Corporation

AUTHORIZED SIGNATURES

[redacted]

UL05320

ACCOUNT: [redacted] GRID: E10

Investment Report

September 1, 1999 - September 30, 1999

Brokerage [redacted] G T PORTEOUS JR - ROLLOVER IRA - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

| Holdings (Symbol) as of September 30, 1999 | Performance September 30, 1999 | Quantity September 30, 19 | Price per Unit September 30, 199 | Total Value September 1, 199 | Total Value September 30, 1999 |
|---|---|---|---|---|---|
| Core Account 6% of holdings | | | | | |
| FIDELITY CASH RESERVES (FDRXX) | 7-day yield: 5.03% | 441.0300 | 1.00000 | 2,431.90 | 441.03 |
| Total Market Value | | | | | $7,727.79 |

All positions held in cash account unless indicated otherwise.

Transaction Details (for holdings with activity this period)

Core Account - Fidelity Cash Reserves

| Description | Amount | Balance | Description | Amount | Balance |
|---|---|---|---|---|---|
| Beginning | | $2,431.90 | Core account income | 9.13 | |
| Investment Activity | | | Subtotal of Investment Activity | - $1,990.87 | |
| Other disbursements | -$2,000.00 | | Ending | | $441.03 |

Investment Activity

Settlement

| Date | Security | Description | Quantity | Price per unit | Transaction amount |
|---|---|---|---|---|---|
| 9/27 | RET FED WTH 502080092 | Fed tax w/h | | | -$400.00 |
| 9/27 | IRA CHK PD 502080092 | Early dst/no excp aps | | | -1,600.00 |
| 9/30 | FIDELITY CASH RESERVES | Dividend received | | | 9.13 |

Daily Additions and Subtractions Fidelity Cash Reserves @ $1 per share (the following is provided to you in accordance with industry regulations)

| Date | Amount | Balance | Date | Amount | Balance | Date | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| 9/27 | -$2,000.00 | $431.90 | 9/30 | 9.13 | 441.03 | | | |

0001 990930 0001 535033348 01 18 000

3 PAGE 1

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

[redacted] 10/20/1999
MONEY MARKET FUNDS
TAX ID NUMBER [redacted]

* * * MONEY MARKET * * *
* * * STATEMENT * * *

MR G T PORTEOUS JR OR
MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

CCOUNT NUMBER [redacted] STATEMENT PERIOD 9/21/1999 THRU 10/20/1999

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| VERAGE BALANCE 1,593.24 | 5 CREDITS, INCLUDING | PREVIOUS BALANCE | 454.70 |
| INIMUM BALANCE 454.70 ON 9/21 | 4 DEBITS, INCLUDING | 4 DEPOSITS, TOTALING | 3,102.36 |
| | | 3 CHECKS, TOTALING | 1,042.85 |
| | | NEW BALANCE | 2,514.21 |
| EAR TO DATE: | | INTEREST EARNED | 3.17 |
| EARNINGS 37.20 | ANNUAL PERCENTAGE YIELD EARNED | | 2.45% |
| SERVICE CHARGE 0.00 | | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|
| | BEGINNING BALANCE | | 454.70 |
| 9/27 | WITHDRAWAL, CHECK NUMBER 478 | 150.00- | 304.70 |
| 9/27 | DEPOSIT TO DEMAND ACCOUNT | 602.89 | 907.59 |
| 9/28 | PREAUTHORIZED WITHDRAWAL TRANSACTION STATE FARM RO 22 INSURANCE | 232.85- | 674.74 |
| 9/30 | DEPOSIT TO DEMAND ACCOUNT | 496.30 | 1,171.04 |
| 10/06 | WITHDRAWAL, CHECK NUMBER 479 | 420.00- | 751.04 |
| 10/07 | DEPOSIT TO DEMAND ACCOUNT | 1,500.00 | 2,251.04 |
| 10/13 | DEPOSIT TO DEMAND ACCOUNT | 500.00 | 2,751.04 |
| 10/19 | WITHDRAWAL, CHECK NUMBER 480 | 240.00- | 2,511.04 |
| 10/20 | DEMAND ACCOUNT EARNINGS CREDIT | 3.17 | 2,514.21 |

CHECK SUMMARY

| HECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 478 | 150.00 | 479 | 420.00 | 480 | 240.00 | | |

UL05140

10/7/99

no dep slip

UL05352

National Financial Services Corporation
200 Liberty Street, One World Financial Center
New York NY 10281

NO. [redacted]

September 27, 1999

PAY One Thousand Six Hundred Dollars and 00 Cents

$1,600.00

TO THE ORDER OF
G THOMAS PORTEOUS JR
U.S. DISTRICT COURT
500 CAMP ST C206
NEW ORLEANS LA 70130-3313

National Financial Services Corporation

UL05353

**Investment Report**

May 1, 2000 - May 31, 2000

**Brokerage** [redacted] G T PORTEOUS JR - ROLLOVER IRA - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

## Transaction Details (for holdings with activity this period)

**Core Account** - *Fidelity Cash Reserves*

| Description | Amount | Balance |
|---|---|---|
| **Beginning** | | $4,506.19 |
| *Investment Activity* | | |
| Other disbursements | -$3,000.00 | |
| Core account income | 11.44 | |
| Subtotal of Investment Activity | - $2,988.56 | |

| Description | Amount | Balance |
|---|---|---|
| *Cash Management Activity* | | |
| Account fees and charges | -15.00 | |
| Subtotal of Cash Management Activity | - $15.00 | |
| **Ending** | | $1,502.63 |

### *Investment Activity*

| Settlement Date | Security | Description | Quantity | Price per Unit | Transaction Amount |
|---|---|---|---|---|---|
| 5/08 | RET FED WTH 502405191 | Fed tax w/h | | | -$600.00 |
| 5/08 | IRA CHK PD 502405191 | Early dst/no excp aps | | | -2,400.00 |
| 5/31 | FIDELITY CASH RESERVES | Dividend received | | | 11.44 |

### *Cash Management Activity*

**Fees and Charges**

| Date | Description | Amount | Date | Description | Amount | Date | Description | Amount |
|---|---|---|---|---|---|---|---|---|
| 5/12 | Qrtly inactivity fee | -$15.00 | **Total** | | -$15.00 | | | |

***Daily Additions and Subtractions*** *Fidelity Cash Reserves @ $1 per share (the following is provided to you in accordance with industry regulations)*

| Date | Amount | Balance | Date | Amount | Balance | Date | Amount | Balance |
|---|---|---|---|---|---|---|---|---|
| 5/08 | -$3,000.00 | $1,506.19 | 5/12 | -15.00 | 1,491.19 | 5/31 | 11.44 | 1,502.63 |

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

3. PAGE 1
[redacted] 5/20/2000
MONEY MARKET FUNDS
TAX ID NUMBER [redacted]

*** MONEY MARKET ***
*** STATEMENT ***

MR G T PORTEOUS JR OR
MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

CCOUNT NUMBER [redacted] STATEMENT PERIOD 4/21/2000 THRU 5/20/2000

------------DEMAND DEPOSIT SUMMARY------------

VERAGE BALANCE PREVIOUS BALANCE 2,185.95
1,328.42 2 CREDITS, INCLUDING 1 DEPOSITS TOTALING 2,402.85
INIMUM BALANCE 4 DEBITS, INCLUDING 3 CHECKS TOTALING 2,132.47
53.48 ON 5/04 NEW BALANCE 2,456.33
EAR TO DATE: INTEREST EARNED 2.85
EARNINGS.......... 30.40 ANNUAL PERCENTAGE YIELD EARNED 2.64%
SERVICE CHARGE..... 0.00 SERVICE CHARGE 0.00

------------TRANSACTIONS------------

| DATE | DESCRIPTION | AMOUNT | BALANCE |
|---|---|---|---|
| | BEGINNING BALANCE | | 2,185.95 |
| 4/24 | WITHDRAWAL, CHECK NUMBER 539 | 840.00- | 1,345.95 |
| 4/28 | PREAUTHORIZED WITHDRAWAL TRANSACTION STATE FARM RO 22 INSURANCE. | 100.17- | 1,245.78 |
| 5/01 | WITHDRAWAL, CHECK NUMBER 540 | 691.00- | 554.78 |
| 5/04 | WITHDRAWAL, CHECK NUMBER 541 | 501.30- | 53.48 |
| 5/12 | DEPOSIT TO DEMAND ACCOUNT | 2,400.00 | 2,453.48 |
| 5/20 | DEMAND ACCOUNT EARNINGS CREDIT | 2.85 | 2,456.33 |

------------CHECK SUMMARY------------

| CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 539 | 840.00 | 540 | 691.00 | 541 | 501.30 | | |

****************************************

THE FOLLOWING INTEREST RATES WERE IN EFFECT FOR THE DATES INDICATED:

| START | END |
|---|---|
| 3/15/1999 | CURRENT |

| RATE | APY | MIN. BAL. |
|---|---|---|
| 2.750 | 2.79 | 1,000.00 |
| 3.920 | 4.00 | 15,000.00 |

UL05147

DEPOSIT TICKET
JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA 70002

DATE 5/12/00

DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

Fidelity
HOMESTEAD ASSOCIATION 220 BARONNE ST NEW ORLEANS LA 70112

MONEY MARKET FUND

| | |
|---|---|
| CASH | 240000 |
| TOTAL | 240000 |
| LESS CASH RECEIVED | |
| $ | 240000 |

[redacted]

DEPOSIT TICKET
THANASIOS KARA[illegible]

UL05391

National Financial Services Corporation
200 Liberty Street One World Financial Center
New York, NY 10281

NO. [redacted]

May 08, 2000

PAY Two Thousand Four Hundred Dollars and 00 Cents

$2,400.00

Void Valid After 90 Days

TO THE ORDER OF
G THOMAS PORTEOUS JR
U.S. DISTRICT COURT
500 CAMP ST C208
NEW ORLEANS LA 70130-3313

National Financial Services Corporation

AUTHORIZED SIGNATURES

[redacted] ⑈0000 2400⑈

UL05393

## Investment Report

November 1, 2000 - November 30, 2000

**Brokerage** [redacted] G T PORTEOUS JR - ROLLOVER IRA - FIDELITY MANAGEMENT TRUST CO - CUSTODIAN

### Transaction Details (for holdings with activity this period)

**Core Account** - *Fidelity Cash Reserves*

| Description | Amount | Balance |
|---|---|---|
| **Beginning** | | $1,527.06 |
| *Investment Activity* | | |
| Securities bought | -$2,525.74 | |
| Securities sold | 1,487.94 | |
| Other disbursements | -3,000.00 | |
| Core account income | 5.68 | |

| Description | Amount | Balance |
|---|---|---|
| Income | 2,525.74 | |
| Subtotal of Investment Activity | - $1,506.38 | |
| *Cash Management Activity* | | |
| Account fees and charges | -15.00 | |
| Subtotal of Cash Management Activity | - $15.00 | |
| **Ending** | | $5.68 |

***Investment Activity***

| Settlement Date | Security | Description | Quantity | Price per Unit | Transaction Amount |
|---|---|---|---|---|---|
| 11/14 | OBERWEIS EMERGING GROWTH PORTFOLIO | Short-term cap gain | | | $451.92 |
| 11/14 | OBERWEIS EMERGING GROWTH PORTFOLIO | Long-term cap gain | | | 2,073.82 |
| 11/14 | OBERWEIS EMERGING GROWTH PORTFOLIO | Reinvestment | 18.0550 | $25.03000 | -451.92 |
| 11/14 | OBERWEIS EMERGING GROWTH PORTFOLIO | Reinvestment | 82.8530 | 25.03000 | -2,073.82 |
| 11/20 | OBERWEIS EMERGING GROWTH PORTFOLIO CONF:0007711659 | You sold | -57.5380 | 25.86000 | 1,487.94 |
| 11/21 | RET FED WTH 502665785 | Fed tax w/h | | | -600.00 |
| 11/21 | IRA CHK PD 502665785 | Early dst/no excp aps | | | -2,400.00 |
| 11/30 | FIDELITY CASH RESERVES | Dividend received | | | 5.68 |

***Cash Management Activity***

Fidelity
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

4 PAGE 1

[redacted] 12/20/2000
MONEY MARKET FUNDS
TAX ID NUMBER [redacted]

* * * MONEY MARKET * * *
* * * STATEMENT * * *

MR G T PORTEOUS JR OR
MRS G T PORTEOUS JR
4801 NEYREY DR
METAIRIE LA 70002-1426

ACCOUNT NUMBER [redacted] STATEMENT PERIOD 11/21/2000 THRU 12/20/2000

DEMAND DEPOSIT SUMMARY

| | | | |
|---|---|---|---|
| AVERAGE BALANCE | | PREVIOUS BALANCE | 630.64 |
| 1,905.90 | 3 CREDITS, INCLUDING | 2 DEPOSITS, TOTALING | 3,004.27 |
| MINIMUM BALANCE | 5 DEBITS, INCLUDING | 4 CHECKS, TOTALING | 2,120.53 |
| 570.64 ON 11/21 | | NEW BALANCE | 1,514.38 |
| YEAR TO DATE: | | INTEREST EARNED | 4.27 |
| EARNINGS..... | 43.32 | ANNUAL PERCENTAGE YIELD EARNED | 2.76% |
| SERVICE CHARGE | 0.00 | SERVICE CHARGE | 0.00 |

TRANSACTIONS

| DATE | DESCRIPTION | | AMOUNT | BALANCE |
|---|---|---|---|---|
| | BEGINNING BALANCE | | | 630.64 |
| 11/21 | CHECK NUMBER | 560 | 60.00- | 570.64 |
| 11/22 | DEPOSIT TO DEMAND ACCOUNT | | 750.00 | 1,320.64 |
| 11/27 | DEPOSIT TO DEMAND ACCOUNT | | 2,250.00 | 3,570.64 |
| 11/28 | PREAUTHORIZED WITHDRAWAL | | 87.63- | 3,483.01 |
| | STATE FARM RO 22 | INSURANCE | | |
| 11/28 | CHECK NUMBER | 561 | 272.90- | 3,210.11 |
| 12/04 | CHECK NUMBER | 562 | 1,600.00- | 1,610.11 |
| 12/19 | CHECK NUMBER | 565 | 100.00- | 1,510.11 |
| 12/20 | DEMAND ACCOUNT EARNINGS CREDIT | | 4.27 | 1,514.38 |

CHECK SUMMARY

| CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT | CHECK | AMOUNT |
|---|---|---|---|---|---|---|---|
| 560 | 60.00 | 561 | 272.90 | 562 | 1,600.00 | ****565 | 100.00 |

******************************************************************************

THE FOLLOWING INTEREST RATES WERE IN EFFECT FOR THE DATES INDICATED:

| START | END |
|---|---|
| 3/15/1999 | CURRENT |

| RATE | APY | MIN. BAL. |
|---|---|---|
| 2.750 | 2.79 | 1,000.00 |
| 3.920 | 4.00 | 15,000.00 |

UL05154

DEPOSIT TICKET
JUDGE G. T. PORTEOUS, JR.
MRS. G. T. PORTEOUS, JR.
4801 NEYHEY DR
METAIRIE LA 70002

DATE 11/27/00

2400.00

SUB TOTAL 2400.00

MONEY MARKET FUND 150.00

$ 2250.00

Fidelity HOMESTEAD ASSOCIATION

[redacted]

UL05432

National Financial Services
[illegible] Street, One World Financial [illegible]
New York, NY 10281

[illegible]ousand Four Hundred Dollars and 00 Cents

[illegible]
G THOMAS PORTEOUS JR
U.S. DISTRICT COURT
500 CAMP ST C206
NEW ORLEANS LA 70130-3313

[redacted]

UL05434

Due to privacy concerns, Exhibit # 439 (a-q) is only available for Senators to review.

[redacted]

Our first witness is Robert Creely, Esquire. Mr. Creely is an attorney with a law practice in the New Orleans area. He is here pursuant to subpoena and has been previously served with an immunity order that compels his truthful testimony at the proceedings before the House. Mr. Creely is joined by his counsel.

And, Counsel, can you introduce yourself for the record?

Mr. CAPITELLI. Yes, Mr. Chairman, Ralph Capitelli.

Mr. SCHIFF. Thank you, Counsel.

I will now swear the witness.

Mr. Creely, please raise your right hand.

[Witness sworn.]

Mr. SCHIFF. Thank you. You may be seated.

**TESTIMONY OF ROBERT CREELY, ATTORNEY, NEW ORLEANS, LA**

Mr. CREELY. I have a problem hearing. And when you were addressing Mr. Capitelli, I was going to answer his question. I have a hearing deficiency, is what I am trying to tell you.

Mr. SCHIFF. Mr. Creely, then if you—you will need to pull that microphone very close to your mouth. If you have any problem hearing us at any time, please ask that we stop and repeat the question. And we will try to make sure the mics are close to us. But, again, if you have any trouble hearing, please stop us and say, you know, would you please repeat the question?

I am going to now recognize Task Force counsel, Mr. Mark Dubester, to question the witness.

Mr. Dubester?

Mr. DUBESTER. Okay, Mr. Creely, in a nice, loud voice, just introduce yourself.

Mr. CREELY. Introduce myself? Robert G. Creely.

Mr. DUBESTER. And, Mr. Creely, did you go to law school?
Mr. CREELY. Yes, I did, sir.
Mr. DUBESTER. And where did you go to law school?
Mr. CREELY. Loyola University.
Mr. DUBESTER. When did you graduate?
Mr. CREELY. 1974.
Mr. DUBESTER. Okay. I am going to ask you a couple introductory questions just to cover your background, and then we will get into the heart of the questions that I am going to ask you. Can you hear me okay?
Mr. CREELY. I can hear you. I am doing the best I can to hear you.
Mr. DUBESTER. Okay. First, in the 1970's, did you go to work for Mr. Amato?
Mr. CREELY. Yes, I did.
Mr. DUBESTER. And was Judge Porteous a partner of Mr. Amato at the time?
Mr. CREELY. Yes.
Mr. DUBESTER. And you knew him beforehand, but you also became friends of his when you were working with Mr. Amato and Judge Porteous, correct?
Mr. CREELY. Yes.
Mr. DUBESTER. And at some point, you and Mr. Amato went off by yourselves in your own practice. Is that correct?
Mr. CREELY. Yes, sir. That is right.
Mr. DUBESTER. And was that a full-blown partnership, 50/50 you and Jake?
Mr. CREELY. Yes, sir.
Mr. DUBESTER. Okay. And in 1984, do you recall Judge Porteous becoming a state judge?
Mr. CREELY. Judge Porteous became a state judge in 1984, yes, sir.
Mr. DUBESTER. Okay. And you maintained a friendship with Judge Porteous after he became a state judge, correct?
Mr. CREELY. Yes, sir.
Mr. DUBESTER. That consisted of taking him to lunch, taking him on hunting trips, other socializing of that nature, correct?
Mr. CREELY. Yes, sir.
Mr. DUBESTER. And generally, whenever you socialized where there was money to be spent, who paid?
Mr. CREELY. Well, I did, the firm did.
Mr. DUBESTER. Okay. Okay, I want to talk to you about one of the matters which is of concern to the Members here. Did there come a time when Judge Porteous was a state judge that he made requests of you for cash?
Mr. CREELY. Yes, sir.
Mr. DUBESTER. And can you describe what you recall about those requests, how they began and how they changed over time?
Mr. CREELY. I don't understand how they began, but over time, I began to resist making payments, and he began to use excuses such as he needed it for tuition, needed it for living expenses, things of that nature.
Mr. DUBESTER. Okay. So can you just give a feel to the Members what Judge Porteous would say to you? He would say to you what?

"Bob, I need some money"? "Bob"—what would he say? Use his voice and your voice. Tell them the conversation that would happen.

Mr. CREELY. I wish you would give me a little leniency over a 25 period of lifespan memory——

Mr. DUBESTER. Sure.

Mr. CREELY [continuing]. Back to the 1980's. But, basically, there is his living expenses, his necessities, food—not food, but education, things of that nature.

Mr. DUBESTER. Okay.

Mr. CREELY. I don't remember exactly 25 years ago a conversation between he and I about what he wanted, but he made requests. Let there be no doubt in my testimony that I gave him money.

Mr. DUBESTER. Okay. And the very first requests he made of you, were those of smaller amounts of money?

Mr. CREELY. Very small amounts of money.

Mr. DUBESTER. Okay. Now, did you like giving him money?

Mr. CREELY. No.

Mr. DUBESTER. Okay. What, if anything, did you do or say to Judge Porteous to communicate your displeasure with his requests?

Mr. CREELY. I told him, quite frankly, I thought it was an imposition on our friendship for him to continue to ask me for money.

Mr. DUBESTER. Okay. And did you say to that—did you say that to him more than once?

Mr. CREELY. Yes, sir. But, once again, you are going back 25 years. I am doing the best—my recollection is yes.

Mr. DUBESTER. And after you communicated to Judge Porteous your displeasure, what did Judge Porteous do so that you could have money to give him?

Mr. CREELY. Well, I don't know what he did so that I could have money to give him, but he started sending curatorships to the office.

Mr. DUBESTER. Okay. And in one—in 30 seconds, what is a curatorship?

Mr. CREELY. A curatorship is an appointment by the court to represent an absentee defendant.

Mr. DUBESTER. Okay. And was there a small fee, in the nature of $200 or thereabouts, that your office would receive for handling this curatorship?

Mr. CREELY. I don't remember what the fee was, but there was a fee, a small fee—I believe it was $150, $175. It could be $200, but there was a fee that we received to representing the indigent or the absentee defendant.

Mr. DUBESTER. Okay. And if the clerk's office has represented to us, that it was—by 1989, it was $200. Is that consistent with your recollection?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. Okay. Now, did you want Judge Porteous to assign you curatorships?

Mr. CREELY. I am sorry, sir?

Mr. DUBESTER. Did you want him to assign you curatorships?

Mr. CREELY. No, I did not.

Mr. DUBESTER. Were these important to your business?

Mr. CREELY. No.

Mr. DUBESTER. Okay, who actually in your office took care of these matters?

Mr. CREELY. My secretary.

Mr. DUBESTER. Okay. Now, what was the relationship of the fact that Judge Porteous gave you these curatorships in relation to his requests for money? What was the relationship between those two events?

Mr. CREELY. What was the relationship between——

Mr. DUBESTER. His assigning you curatorships and his requesting money from you?

Mr. CREELY. In my mind, there was no relationship.

Mr. DUBESTER. Okay. Well, what did he communicate to you as to why he assigned you the curatorships?

Mr. CREELY. He didn't communicate anything to me as to why he was sending me curatorships.

Mr. DUBESTER. Well, explain what was going on then.

Mr. CREELY. It would better maybe that way.

Mr. DUBESTER. Okay.

Mr. CREELY. He started sending curatorships. I complained about giving him money before and after he sent me curatorships, our office curatorships. I didn't want to give him money before; I didn't want to give him money after. I began to avoid Judge Porteous as much as I could, because I knew he was going to be asking me for money.

Eventually, one day, he called my office, and he asked my secretary if we had been getting curators. My secretary communicated that fact back to me. I then went to the judge and told him that I didn't appreciate him calling my office and, two, that I made no relationship between him giving me curators and me giving him gifts of money. And that is the evolution of that fact.

Mr. DUBESTER. In your mind, was it clear to you that Judge Porteous had assigned you curators, curatorships, so that you would have a pool of money so you could give him back cash?

Mr. CREELY. That was not in my mind, sir.

Mr. DUBESTER. I am asking, in your mind, did you understand that Judge Porteous was assigning you curatorships so that you would have cash to give him back?

Mr. CREELY. Eventually, that is what I thought he was doing, yes.

Mr. DUBESTER. And what is it that caused you to have that understanding?

Mr. CREELY. Because he kept calling my office.

Mr. DUBESTER. And how was it that he communicated the link between the curatorships and the cash?

Mr. CREELY. I don't know that he did communicate a link. I don't believe he had a record of curators that he sent; he just kept asking me to give him money over the years and I kept complaining about giving him money.

Mr. DUBESTER. Okay. But he made inquiries in your office about the curatorships that he had sent to you, correct?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. And you understood that—you understood that he linked the assignment of curatorships to you giving him cash, correct?

Mr. CREELY. I suspected that he had that feeling, yes.

Mr. DUBESTER. Okay. Now, the assignment of curatorships were official acts by Judge Porteous as a state judge, correct?

Mr. CREELY. Correct.

Mr. DUBESTER. And he could have assigned those curatorships to anybody else in the New Orleans bar, correct?

Mr. CREELY. Yes. And I am sure that he did.

Mr. DUBESTER. Okay. But the ones he assigned to you, he assigned to you and to no one else, right?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. And in your mind, you knew he did that because you were giving him money, correct?

Mr. CREELY. I suspected that he had that motivation, yes.

Mr. DUBESTER. Okay. So he was taking official acts to enrich himself, correct?

Mr. CREELY. I can't speak for him, but that was my understanding.

Mr. DUBESTER. Okay. And, in fact, he took hundreds of official acts in assigning you curatorships so you would have money so he could ask you for money. These were hundreds of official acts he took as a state judge to enrich himself. Isn't that what you perceived?

Mr. CREELY. I am sorry, sir. I am very sorry.

Mr. DUBESTER. I will move on to the next question. Now, how did the fact that you had these curatorships influence your attitude about giving Judge Porteous money?

Mr. CREELY. What?

Mr. CAPITELLI. Can you repeat that one?

Mr. DUBESTER. Did the fact that you had these curatorships make it easier for you to give him money?

Mr. CREELY. Yes, sir. As I testified, I believe, on many, many previous occasions, it was a justification, okay? He was a very dear friend of ours. He was—you know, maybe I overestimated the friendship, but I considered him to be a very close friend who I loved.

Mr. DUBESTER. Okay.

Mr. CREELY. And he would give me curatorships, and it became a justification to help him out so that I didn't have to go and spend my own money on him. It was—it was a major pain in the neck, curators. I want you to know that.

Mr. DUBESTER. Okay. So to make it clear, you felt when you were giving him back these curatorship monies, it was almost as if these weren't your monies, these were monies that he had provided to you so you could then tap to give back to him?

Mr. CREELY. The monies went into our operating account. I did not keep track curator for curator what I gave him. He would make requests—maybe monthly—and I would give him money when he made these requests. I would avoid him until I couldn't avoid him anymore. Then I made a payment to him.

Mr. DUBESTER. Okay. Now, you have previously estimated that you gave him about $20,000 over time. Is that correct?

Mr. CREELY. I——

Mr. DUBESTER. Sorry, you and Mr. Amato, $10,000 each, roughly?

Mr. CREELY. Over a 10-year period of time, yes, sir.

Mr. DUBESTER. Okay. Well, except for the $2,000 we are going to talk about when he was a Federal judge, most of that happened in his last years on the state court bench, correct?

Mr. CREELY. They happened while he was on the state court bench, yes, sir.

Mr. DUBESTER. Okay. Now, the amount of curatorship fees that have been identified are close to about $40,000, and the amount may actually rise as further searching is conducted. Would that suggest to you that the amount may be as much as $30,000 or even more?

Mr. CREELY. I didn't hear him.

I have estimated and guesstimated as to the amount of cash I gave him. I cannot tell you other than guess—other than guess what I gave him. I made a guess that I gave him $10,000 and my law partner gave him $10,000.

Mr. DUBESTER. And, by the way, this was all cash, correct?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. Now, did you feel comfortable giving Judge Porteous cash in response to his requests?

Mr. CREELY. Yes, I felt uncomfortable. I felt put upon. I felt taken advantage of. I did.

Mr. DUBESTER. Okay. Now, I want to turn to 1994. Do you recall being interviewed by the FBI in connection with its background check of Judge Porteous?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. And how did—do you know how the FBI got your name to interview?

Mr. CREELY. What did he say? I am sorry?

Mr. DUBESTER. How did the FBI get your name, if you know?

Mr. CREELY. Judge Porteous gave them my name.

Mr. DUBESTER. Okay. And you just made a gesture. Were you pointing to Judge Porteous, who is sitting behind you?

Okay. Now, the FBI write-up—they did a write-up of the interview with you. And you—it says that you stated—and I am reading verbatim—"Creely advised that he knows of no financial problems on the part of the candidate and the candidate appears to live within his economic means." Do you dispute making that statement?

Mr. CREELY. No, I do not dispute giving that statement.

Mr. DUBESTER. And would that statement have been true?

Mr. CREELY. Was it—I am sorry?

Mr. DUBESTER. Was that statement true?

Mr. CREELY. The statement was probably not accurate. And the statement was—and I will tell you—we have interviewed about this beforehand—I knew nothing about his checkbook or whether it was negative at the end of the month.

Mr. DUBESTER. I understand. Mr. Creely, listen——

Mr. CREELY. All I know is what he told me. He told me he was having financial problems.

Mr. DUBESTER. Okay. So if the FBI interview quotes you as saying that you know of no financial problem, that wouldn't have been a true statement, right?

Mr. CREELY. Correct.

Mr. DUBESTER. And why would you make a statement like that to help Judge Porteous in the background check process?

Mr. CREELY. As I told you, I didn't want to do anything to impede his advancement. He was a friend. He was a very manipulative friend. And I didn't want to—I didn't want to hurt the guy.

Mr. DUBESTER. Okay. And you also—I mean, as a practical matter, you didn't want the FBI poking around in your financial relationship with Judge Porteous, did you?

Mr. CREELY. Well, if I didn't want that to happen, I would have never volunteered to give the interview. I wasn't subpoenaed to give the interview. I volunteered the interview.

Mr. DUBESTER. No, but Judge Porteous suggested that the FBI call you, correct?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. And at the time that Judge Porteous suggested that the FBI call you, Judge Porteous knew that you had given him thousands of dollars, correct?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. And that is not something that you said or would have said or could conceivably have told the FBI in that interview, correct?

Mr. CREELY. If I was asked that question, I don't know what—my response would have probably been negative.

Mr. DUBESTER. Okay. And you also indicated in response to the FBI's interview that you never knew Judge Porteous to abuse alcohol. Do you remember saying that?

Mr. CREELY. Yes. That is a pretty vague question about abusing alcohol.

Mr. DUBESTER. Okay. But the fact of the matter is, you had seen him abuse alcohol, too, correct?

Mr. CREELY. If they asked me that, they asked me that, and I would tell them no, I didn't know of him abusing alcohol.

Mr. DUBESTER. Well, do you ever remember an incident where you have saw Judge Porteous obviously having abused alcohol?

Mr. CREELY. Yes.

Mr. DUBESTER. Describe one incident. Describe the incident that you have previously testified about at a casino where you—and describe Judge Porteous's behavior when you knew that he had abused alcohol.

Mr. CREELY. Well, I guess if everybody uses alcohol, you have improper behavior from one time from another. But, yes, I know that he drank to excess and probably functioned better under alcohol than he did without alcohol.

Mr. DUBESTER. Okay. Well, was there an incident at a casino in which he was—had to actually be lectured by somebody at the casino because he was drunk?

Mr. CREELY. An incident at a casino?

Mr. DUBESTER. Yes, where he messed around with your chips because he was drunk.

Mr. CREELY. He knocked my chips over. I am not a very big gambler. He was acting in an obnoxious fashion, and he interfered with my play.

Mr. DUBESTER. Okay.

Mr. CREELY. And I got up and left.

Mr. DUBESTER. But the point simply is, not only did you not tell the FBI the truth about his financial circumstances, you also didn't tell them the truth about his drinking, correct?

Mr. CREELY. Yes. Yes——

Mr. DUBESTER. Okay. I want to turn to 1999, Mr. Creely, while—you remember your partner, Mr. Amato, had the *Liljeberg* case. Do you remember that?

Mr. CREELY. Yes, sir.

Mr. DUBESTER. And in 1999, while Mr. Amato—sorry, while that case was under advisement, do you remember going to Las Vegas with Judge Porteous for his son's bachelor party?

Mr. CREELY. I knew there was a case under advisement by Judge Porteous on the *Liljeberg* case.

Mr. DUBESTER. Okay. And in Las Vegas, what, if any, expenses did you pay on behalf of Judge Porteous?

Mr. CREELY. What expenses did I pay on behalf of Judge Porteous?

Mr. DUBESTER. Yes. Yes, sir.

Mr. CREELY. In Las Vegas?

Mr. DUBESTER. Yes, in 1999.

Mr. CREELY. As we talked about earlier, the only expense that I recall paying for him was a meal. You showed me a document——

Mr. DUBESTER. Okay, let's just talk about the meal. Was that about a $500 meal in the nature of for his son's bachelor party dinner?

Mr. CREELY. There was—yes.

Mr. DUBESTER. Okay. And you have seen documents which suggest that you also paid for Judge Porteous's room in excess of over $400. Do you recall that?

Mr. CREELY. I recall you showing me a document to that effect.

Mr. DUBESTER. Do you recall paying for his room, as well?

Mr. CREELY. I do not recall paying for his room.

Mr. DUBESTER. Do you dispute that—if the records show, in conjunction with your—in connection with your memory, that you spent close to $1,000 for Judge Porteous in Las Vegas in 1999? Do you dispute that?

Mr. CREELY. I cannot dispute the records.

Mr. DUBESTER. Okay.

Mr. CREELY. But I would like to state the meal, so that——

Mr. DUBESTER. Sure.

Mr. CREELY. There were 20 people, 25 people at a bachelor party meal for his son. I was a guest of his son. The way I recall it, the meal check came out. There were 25 adults at this dinner. Everybody put their credit card onto the waiter's tray. The meal was divided up and the tip. You know, with four or five men at my table. And there is no way you can eat a meal at a high-end steakhouse and drink for $400 or $500. I paid a portion of that meal. I didn't pay for the entire meal.

Mr. DUBESTER. Fair enough. Did you pay over $500 for—towards the bachelor party dinner?

Mr. CREELY. Whatever the record reflects. If it says $500, yes.

Mr. DUBESTER. Okay. And finally, did you ever appear in front of Judge Porteous yourself personally?

Mr. CREELY. I am sorry, sir?

Mr. DUBESTER. Did you ever appear in front of Judge Porteous personally?

Mr. CREELY. In 20 years that he sat on the state and Federal bench, I appeared before him three times, one time in state court, which was a jury trial. It was my first jury trial. The jury ruled in my favor.

The insurance company wanted to appeal that ruling. They posted a surety bond to secure payment for the judgment. The insurance company was going insolvent. I filed a motion to test the solvency of the surety. He denied my motion outright.

I had an interdiction of an elderly woman who was horribly mistreated in front of him. He ruled in my favor. Nobody could have lost that case.

When he was in Federal court—and I believe it was the early '90's—my recollection is I had a state court class action. A discovery issue came up over my entitlement to records that may have been protected by a Federal statute. And I don't remember. It was the MMTJ or MMJT are the initials for it, which prohibit state courts or any court from inquiring into financial data from financial institutions.

The defense lawyers removed it, got allotted—from state court, got allotted to Judge Porteous. They requested a TRO. He was well aware of everybody on the pleadings. He granted the defendant's TRO. In other words, he ruled against me.

We had a telephone status conference about the preliminary injunction that was coming up, and he blatantly, flat-out, over the telephone, "I am granting the preliminary injunction. If you want to make a record, come over. You are wasting your time," basically.

I made a record. I appealed him, and the United States Fifth Circuit Court of Appeals overturned his ruling. That is all I remember doing in front of him for 30 years. So I got nothing back in return from him for curators. I mean, I did this out of friendship.

Mr. DUBESTER. In none of those cases did opposing counsel know that you had given him thousands of dollars, correct?

Mr. CREELY. Well, in the one in Federal court?

Mr. DUBESTER. Yes.

Mr. CREELY. He ruled against me before I even showed up. He ruled against me before I came. To answer your question, no, but he signed a TRO. I showed up. I lost.

Mr. DUBESTER. Thank you very much.

Mr. CREELY. Without—outright lost.

Mr. SCHIFF. I thank you, Mr. Dubester.

Mr. Creely, Members of the Committee now will take a brief opportunity to follow up on the questions that were asked by our counsel.

I wanted to start out asking you about the curatorships. I think you testified earlier in answer to Mr. Dubester's questions that you didn't ask for the curatorships. Is that right?

Mr. CREELY. That is correct.

Mr. SCHIFF. So you never went to the court and sought to become an attorney handling curatorships, right?

Mr. CREELY. I was very busy. I didn't want curators.

Mr. SCHIFF. You consider them to be kind of a nuisance and not what you wanted to make your practice out of, right?

Mr. CREELY. Absolutely not.

Mr. SCHIFF. So it was Judge Porteous's initiative to send you these curatorships?

Mr. CREELY. Yes, sir.

Mr. SCHIFF. And he took this initiative at a time when you were resisting giving him more money?

Mr. CREELY. Correct.

Mr. SCHIFF. For some time—maybe a period of years—he would hit you up for money, and you were starting to tell him it has got to come to an end, correct?

Mr. CREELY. I am sorry?

Mr. SCHIFF. For some years, you were giving him money. You got tired of giving him money, and you told him it has got to stop, right?

Mr. CREELY. Yes.

Mr. SCHIFF. And around the time you told him it had to stop, the curatorships started showing up in your office. Is that right?

Mr. CREELY. Correct.

Mr. SCHIFF. Now, during the course of your receiving these curatorships, wouldn't Judge Porteous call your office and inquire how many curators he had sent over to your office recently?

Mr. CREELY. After a period of time, I began to avoid Judge Porteous, because I knew what he wanted from me: money. And I—I didn't—I avoided him. He then called my office and asked, had we been getting the curators? That conversation was related back to me by my secretary.

I approached him and told him that the curators and what I gave him had nothing to do with each other, and if he wanted to stop giving me curators, stop giving me curators. And if he would have stopped giving me curators, I probably would have continued to help him, because he was a friend.

Mr. SCHIFF. But he would call and ask about whether you were getting the curators at the same time he would call and ask for money. Is that right?

Mr. CREELY. He would ask for money, I would avoid him, and then he would call the office and ask the—if we had been receiving the curators.

Mr. SCHIFF. And he would want to know how many curators you had received at a given time, when he would call? Is that the information you got back?

Mr. CREELY. The information I had back is he wanted to know if we were getting the curators. And then he would start hitting on me for money again.

Mr. SCHIFF. And so the conversations about the curatorships took place at the same time as the conversations about money? So the conversations the judge had with you about the curatorships, when he would call your office for curatorships, was at the same time that he would make requests for money. Is that right?

Mr. CREELY. I would have to say he was asking for money, and I was avoiding giving him money, so he called the office and asked for—if we were getting the curators. And, eventually, he would get money.

Mr. SCHIFF. And when—did he ever get money—did he ever make the request for money of your secretary, or did it always go to you directly?

Mr. CREELY. He made the request to my secretary.

Mr. SCHIFF. For money?

Mr. CREELY. Right. Well, to whether or not we were receiving curators, curators he was sending.

Mr. SCHIFF. My question is, did he ever ask your secretary to get money from you for him? Or did the request for money always go directly to you?

Mr. CREELY. The request for money, as I recall it, came directly from me. There is no telling what he did. I—he could have made that request. I am only aware of what requests he made of me.

Mr. SCHIFF. So you don't know whether he—you didn't get a message from your secretary that the judge called, he wanted to know how many curatorships he had sent over, and he wants more money? Did your secretary ever tell you something along those lines?

Mr. CREELY. I don't recall that, but she said he was looking for curators—and, I mean, this is 15 years ago.

Mr. SCHIFF. Did she tell you why he wanted to know how many curators he had sent over to your office?

Mr. CREELY. I am sure the answer to that is obvious, because he wanted money.

Mr. SCHIFF. Why is the answer to that obvious?

Mr. CREELY. I am sorry, sir?

Mr. SCHIFF. Why is the answer to that obvious?

Mr. CREELY. I think it is obvious.

Mr. SCHIFF. So it is obvious to you that the reason he was calling about the curatorships was because he wanted to call and ask you for money?

Mr. CREELY. Yes.

Mr. SCHIFF. Now, you—in your grand jury testimony, you testified, "And he then started calling me, saying, 'Look, I have been sending you curators, you know. Can you give me the money for the curators?' I said, 'Man.' So I talked to my law partner. I said, 'Jake, you know, man, what do we do?' He says, 'Well, just go ahead and give it to him.' We decided to give him the money. We would deduct the expenses. We would pay income taxes on it."

That was your testimony before the grand jury. Was that accurate testimony?

Mr. CREELY. It was as accurate as I could be, yes.

Mr. SCHIFF. So to the best of your recollection, when the judge would call, he would ask you for the money for the curators?

Mr. CREELY. That is my recollection, is he was calling to see—get an account of how many curators were there or how many curators we received so that he could ask me for money for curators.

Mr. SCHIFF. Did you and your partner, Mr. Amato, ever consider giving him checks, writing him checks when he asked for money, as opposed to giving him cash?

Mr. CREELY. No, we did not.

Mr. SCHIFF. And why didn't you write a check from the law firm instead of going through the process of taking a draw and giving him cash?

Mr. CREELY. Well, two things. One, I didn't think giving money was improper. The ethical and judicial codes is I can give money to anybody I want to. What he has to report is a different thing. If I wrote him a check, I would have to have gone through a complete accounting breakdown as to what it is for, deductions, and so forth. He wanted cash.

Mr. SCHIFF. So he told you he wanted cash, he didn't want it—he didn't want a check?

Mr. CREELY. Correct.

Mr. SCHIFF. Now, I am not sure I understood, because I think you used a double negative. Were you saying that you knew it was improper to give him money or that you thought it was proper to give him money?

Mr. CREELY. Well, it is improper for me to give him money for him to rule on a case that I want him to rule on. If I would say, "I will give you money if you rule on a case," that is improper. But my reading of the canons of judicial ethics is that I can give gifts, including cash, to judges, as long as they report it on their disclosure statement.

Mr. SCHIFF. So why didn't you write a check from the firm if it was appropriate for you to give him money?

Mr. CREELY. It would have been appropriate for him to give him money if I wrote him a check from the firm, yes.

Mr. SCHIFF. So my question is, why didn't you write a check if you thought that was an appropriate thing to do?

Mr. CREELY. Because he didn't want a check, one. Two, my law partner and I had a habit of, on a weekly basis, taking a draw, a cash draw. And out of that cash draw, we would give him monies.

Mr. SCHIFF. Mr. Creely, isn't it also correct that you didn't want a written record of your giving money to a judge?

Mr. CREELY. No, I didn't want a written record that I was giving money to a judge. But—no.

Mr. SCHIFF. At this point, let me turn to my Ranking Member, Mr. Goodlatte, for his questions.

Mr. GOODLATTE. Thank you, Mr. Chairman.

Mr. Creely, to follow up on the Chairman's question, when you say—may I borrow that—when you say, "We decided to give him the money. We would deduct the expenses. We would pay income taxes on it." And you say you always paid him in cash, how did you account for that in the books of the law firm?

Mr. CREELY. There was—there was no way—that was a general line statement. It was income coming into the office, income coming into the office. It would go into the general account on—and there would be a file generated for each case. Each case, we would have income and expenses. The income would then go on our income tax return.

So, you know, I don't know where that statement was taken from, but——

Mr. GOODLATTE. It is your grand jury testimony regarding the curatorships.

Mr. CREELY. We would—we would get money, put it in the bank, take a draw, and give him cash. But it wouldn't be four curatorships goes into the bank and we kept track of it in that fashion. We would—we would take a draw and give him money.

Mr. GOODLATTE. And would you each take a draw at the same time? How did that work? You both were giving him money. Was that not correct?

Mr. CREELY. Yes, sir.

Mr. GOODLATTE. And did you each take a draw? Did you keep track of how much he was drawing to give him and how much you were drawing to give him? Or——

Mr. CREELY. Yes, we—at first, it was not a lot of money. Toward the end, he would ask for $500 or $1,000. I wasn't paying him $500 or $1,000 out of my pocket. So my—I went to—my law partner and I went and took a draw of an equal amount and gave him the money.

Mr. GOODLATTE. And why was it an equal draw? If he was your friend and you were giving him the money because he was your friend, why would you be concerned, you and your partner, taking equal draws from the firm? Wasn't this really a business expense for the firm that would cause you to each take an equal amount to give him funds?

Mr. CREELY. It wasn't an expense. We treated it as income and paid taxes on it.

Mr. GOODLATTE. Sure. But you were both doing it.

Mr. CREELY. Correct.

Mr. GOODLATTE. And you were doing it equally. Why would that—given as a matter of friendship, why would it matter to you if you gave it equally? Why wouldn't—that would only matter, it would seem to me, looking at this as a business undertaking that you are going to each provide funds to the judge for the benefit of your legal practice. You would say, "Well, let's each take an amount equally and give it to the judge," as opposed to, "Well, he is my friend, so I am going to give him this money. He is your friend. You give him whatever amount you want to give him."

Mr. CREELY. We took it as a draw. We treated the man as a friend. We respected his needs. And he made a request to either me or Jake, Jake or I—what monies he requested.

Mr. GOODLATTE. Do you know if other attorneys in the legal community were also giving Judge Porteous money?

Mr. CREELY. I am sorry, sir?

Mr. GOODLATTE. I said, do you know if other attorneys in the legal community in New Orleans were also giving Judge Porteous money?

Mr. CREELY. I have read—to answer your question, yes. And the reason I have read so many confidential reports that have been posted over the Internet, have written so many summarizations of my testimony and other people's testimony, it all blends together into like a soup as to what—and then you put 15 to 25 years of life, and memory into this, and it is hard to determine what you read, what you remember, and things of that nature. I mean, we are going back to 1984.

Mr. GOODLATTE. Sure. But collectively, both in terms of what you have read and what you remember, is it your impression that others were giving funds to Judge Porteous?

Mr. CREELY. Yes.

Mr. GOODLATTE. And did you know of any of those at the time that you were also giving funds to Judge Porteous? Were you aware that others were giving funds to him?

Mr. CREELY. At what time? From——

Mr. GOODLATTE. At the time—well, during the timeframe between when you started giving funds to him and when you stopped giving funds to him. Were you aware at that time that others were giving funds to him?

Mr. CREELY. A 25-year period of time, and I have only heard people complain. I can only assume—if you want me to assume——

Mr. SCHIFF. Mr. Creely, can you talk more closely into the microphone? You may want to pull it—thank you.

Mr. CREELY. I can only assume that, if you were a good friend of Judge Porteous, that he would ask you for cash.

Mr. GOODLATTE. That was your impression that was a common practice of his?

Mr. CREELY. My impression or my guesstimation would be yes.

Mr. GOODLATTE. And can you tell us why you and Mr. Amato were brought into the *Liljeberg* case?

Mr. CREELY. I was never brought into the *Liljeberg* case. Mr. Amato was brought into the *Liljeberg* case. I was—never had one single meeting involving a *Liljeberg* case.

Mr. GOODLATTE. But your firm was brought into the *Liljeberg* case?

Mr. CREELY. Firm was brought into the *Liljeberg* case.

Mr. GOODLATTE. The listing referred to Amato and Creely in the filing with the court. So your firm was brought into the *Liljeberg* case.

Mr. CREELY. If that is what the listing says, I have no reason whatsoever——

Mr. GOODLATTE. Did you ever have any conversations with Mr. Amato about the reason why the firm was brought in to the case?

Mr. CREELY. No.

Mr. GOODLATTE. No. You have no idea why that was? Was it the type of case that you or Mr. Amato would ordinarily be brought into?

Mr. CREELY. Myself, I handled very complex cases over the past 10 years, multi-party class-action litigation that involve neutrinal litigation, neutrinal litigation in Federal court involving hundreds of lawyers, been involved in probably 10 class-action multi-party cases in state court. I handled cases in Federal court, maritime cases in Federal court——

Mr. GOODLATTE. What about Mr. Amato? Since you said you didn't personally do anything in that case, what about Mr. Amato?

Mr. CREELY. Mr. Amato, to my knowledge, did not have a large—did not have a Federal practice.

Mr. GOODLATTE. But you had no conversations with him about why he was being brought into work on the *Liljeberg* case 6 weeks before trial?

Mr. CREELY. I don't recall any specific conversation, but——

Mr. GOODLATTE. Let me move on to another area.

Mr. SCHIFF. And, Mr. Creely, you really need to talk directly into the microphone. You have a habit of——

Mr. CREELY. I have an eye infection, and I am trying to keep away from anything that may be contagious to somebody. I am very sorry.

Mr. GOODLATTE. Mr. Creely, during his time on the Federal bench, did Judge Porteous ever use court employees, such as his secretary, to either pick up money from you or request money of you for private purposes?

Mr. CREELY. The only time I recall is during the 1999 period of time, I believe his secretary came by to pick up money.

Mr. GOODLATTE. This would have been Rhonda Danos?

Mr. CREELY. Yes, sir.

Mr. GOODLATTE. And she came by to pick up an envelope with $2,000 in cash in it?

Mr. CREELY. That is my understanding, yes.

Mr. GOODLATTE. Would that have included cash from both you and Mr. Amato? Or is that just your cash?

Mr. CREELY. Well, we—cash Mr. Amato asked me to give him to give to the judge.

Mr. GOODLATTE. So the two of you each—not—didn't write a check, but you each put cash in an envelope from each of you, and then the judge's secretary came over and picked up that cash? Is that your recollection?

Mr. CREELY. It is my understanding.

Mr. GOODLATTE. All right. Are you aware of any other situation in which Judge Porteous used a court employee—I am sorry. You need to use the microphone.

Mr. CREELY. Why he was on the Federal bench?

Mr. GOODLATTE. Or the state bench, either one.

Mr. CREELY. You need to use the microphone, Counsel, so we can hear what you are trying to say.

Mr. CAPITELLI. I am sorry—hearing on that. Would you repeat that question?

Mr. GOODLATTE. Yes. My question was, in addition to the instance involving Rhonda Danos that he just testified about. Are you aware of any other instances while he was a Federal or state court judge where he used court employees for the purpose of picking up money after making some of these requests?

Mr. CREELY. No, sir.

Mr. GOODLATTE. Thank you.

Mr. Chairman, those are the only questions I have.

Mr. SCHIFF. I thank the gentleman.

Mr. Cohen?

Mr. COHEN. Thank you, Mr. Chairman.

Mr. Creely, what—how many curatorships do you think you had over the period of years from Judge Porteous?

Mr. CREELY. There is a list that was requested by Mark through these proceedings. I have not—I knew a list existed.

Mr. COHEN. Ten, twenty, a hundred?

Mr. CREELY. I would say 100, at least.

Mr. COHEN. At least 100. And what did the average curatorship pay? How much did you get paid for the average——

Mr. CREELY. I would say between $150 and $175.

Mr. COHEN. And you hated doing these? You didn't like doing them; it was a nuisance. Is that correct?

Mr. CREELY. I am sorry.

Mr. COHEN. You say it was a nuisance. You didn't like doing them?

Mr. CREELY. I didn't do them. They were purely—they were purely administrative. There were secretarial-type things. All you did was provide a note of evidence to the court that you made an attempt to provide or find the absentee defendant, and that was all you did.

Mr. COHEN. Do you know if other people were curators in Judge Porteous's court?

Mr. CREELY. Yes.

Mr. COHEN. And did those people, to the best of your knowledge, give Judge Porteous money, as well?

Mr. CREELY. Judge Porteous testified to the fact that they did.

Mr. COHEN. Just about every one of them? Just about all of them?

Mr. CREELY. Oh, I don't know about just about all of them. I know he testified that at least one lawyer gave him money.

Mr. COHEN. Did you give money to other judges other than Judge Porteous?

Mr. CREELY. Campaign contributions.

Mr. COHEN. Those were checks?

Mr. CREELY. Yes, sir.

Mr. COHEN. But you never gave cash to another judge?

Mr. CREELY. No.

Mr. COHEN. So the only reason you gave cash to Judge Porteous is because he asked for it and he was your friend. Is that right?

Mr. CREELY. The only reason I gave it to him was because he was a friend in need.

Mr. COHEN. Do you—because he was a friend in need.

Mr. CREELY. In need.

Mr. COHEN. All right.

Mr. CREELY. I got nothing back in state court for doing that, nothing.

Mr. COHEN. But your firm was hired to this particular case. Is that correct?

Mr. CREELY. Yes, sir.

Mr. COHEN. And you are a senior partner in the firm?

Mr. CREELY. Yes, sir.

Mr. COHEN. Did you benefit from the overall profits of the firm? Did you share in the profits?

Mr. CREELY. Of the law firm?

Mr. COHEN. Yes, sir.

Mr. CREELY. Yes, sir.

Mr. COHEN. And so how can you say you never benefited from it when your firm was appointed and might have won a judgment?

Mr. CREELY. Well, the only way I benefited is the excess curators that I didn't give to him in the form of cash. I didn't benefit by any case, because every case I had in front of him, he ruled against me.

Mr. COHEN. How about in the case where Mr.—your partner, did you—have a partner in your firm was hired?

Mr. CREELY. I had a partner that was hired on the case that we didn't get paid any money on.

Mr. COHEN. Didn't get paid any money, because it was reversed on appeal.

Mr. CREELY. Yes, just like I—much like I—reversed on the case he tried for me.

Mr. COHEN. Right. But if it hadn't been reversed on appeal, you would have benefited from that, right?

Mr. CREELY. I would have benefited by it, but, sir, none of those cases were resolved in state court. That case was earmarked, destined for Federal appeal court. They all are. Every large case that I have, with minor exception, is finally adjudicated in the appellate court, particularly on legally—on legal and most of the time factual issues. That case was never going to be resolved in state court, in my mind—I mean, in Federal court, in my mind, never.

Mr. COHEN. But you have got to get a judgment in federal—district court to be adjudicated and get a—and get a final recovery in the appellate level. Is that not correct?

Mr. CREELY. I just had a case that I got a class-action 680 people that I got a judgment in state court, and the appellate court reversed it—reduced it by 60 percent. There is a lot of times you try cases and you take an appeal and the court either raises, lowers, takes away, gives to. You never know what the court of appeals is going to do.

Mr. COHEN. I am aware of that, but I am losing your logic, sir. You—if—you can't get to Federal court, to appellate court, unless you win at the district level. Is that correct?

Mr. CREELY. No. If you lose at the judicial level, you can take an appeal to the appellate court, sir, just like the other side on this case. Apparently—and I hadn't read the judgment—they lost. They took an appeal.

Mr. COHEN. Were they not the defendants in that case?

Mr. CREELY. Whoever the defendants were, they were. I don't know who the defendants are. All I know is Lifemark or something to that effect. I don't know the names of all the defendants. I was completely excluded from that case, every aspect of that case.

Mr. COHEN. Have you—what else did you—did you provide to Judge Porteous, other than cash? You paid for lunches and dinners. Is that correct?

Mr. CREELY. You know, I would take him to lunch and to dinners, as other people did. And I hunted with him. He and I were more or less adult from almost high school—best of friends. I hunted with him. I fished with him. We were friends, and everybody in the city of New Orleans knew we were friends, everybody.

Mr. COHEN. And what else did you give him, other than hunt with him—when you hunted or fished with him, you—what did you—did you extend some benefits to him financially that he wouldn't have to pick up?

Mr. CREELY. In what? What, like paying for fuel or gasoline for the boat or something like that?

Mr. COHEN. Yes.

Mr. CREELY. Well, no. Nobody paid for a hunting or fishing trip when they came with me. Nobody.

Mr. COHEN. What other type things did you do for Judge Porteous?

Mr. CREELY. The best of my recollection, I took him on three hunting trips in 20 years out of the country, two when he was on the state court bench, one early on when he was on the Federal bench.

Mr. COHEN. No football tickets, nothing like that? No football tickets?

Mr. CREELY. I have no recollection of buying him a football ticket.

Mr. COHEN. No further questions, Mr. Chairman.

Mr. SCHIFF. I thank the gentleman.

Mr. Lungren of California?

Mr. LUNGREN. Thank you very much.

Mr. Creely, did your firm get curatorships from other judges?

Mr. CREELY. Yes.

Mr. LUNGREN. In those instances, did any other judges ask you for money to help them with their personal expenses?

Mr. CREELY. No, but they asked for campaign contributions.

Mr. LUNGREN. But did they ever ask you for money for personal expenses?

Mr. CREELY. No.

Mr. LUNGREN. Did they ever ask you for money in cash?

Mr. CREELY. No.

Mr. LUNGREN. Did they ever send a member of their court staff to your office to pick up cash?

Mr. CREELY. No.

Mr. LUNGREN. So this is not a normal type of the legal culture of New Orleans?

Mr. CREELY. This is not a—it is not normal, but our friendship was very different——

Mr. LUNGREN. Let me ask you about the proprietorship—propriety, excuse me. In the Federal case, where there is a motion of recusal involving your law firm, do you think your law firm had any obligation—or representative of your law firm had any obligation whatsoever to inform the other parties through their attorneys or the other attorney that your—that the judge in the case had been the beneficiary of thousands of dollars of cash donations, contributions, gifts, whatever you want to call it, from your law firm?

Mr. CREELY. Absolutely, but I was not a party of that recusation proceeding, didn't even know it was going on. Yes.

Mr. LUNGREN. To your knowledge, did a representative of your law firm of which you are a senior member make that information available on the public record to the other attorney or attorneys involved?

Mr. CREELY. I don't believe he did.

Mr. LUNGREN. That is all I have. Thank you.

Mr. SCHIFF. I thank the gentleman.

Mr. Creely, we see—or Mr. Johnson?

Mr. JOHNSON. Yes, thank you, Mr. Chairman.

Are you now facing or do you expect to face or have you faced state bar disciplinary proceedings in Louisiana?

Mr. CREELY. I received an inquiry, but nothing else. I think that they have deferred until this is over with.

Mr. JOHNSON. They have deferred what?

Mr. CREELY. I think that they are deferring until this procedure is over with.

Mr. JOHNSON. What about Judge Porteous? Has he, to your knowledge, been the subject of a bar complaint?

Mr. CREELY. I have no idea.

Mr. JOHNSON. Were you the subject of a bar complaint or did the state bar just take this up on its own motion?

Mr. CREELY. The state took it up on its own motion when they—one of—one of the news channels or something broke a story in the newspaper, posted documents entitled "Confidential," and I got a letter from the disciplinary council that they were going to look into this matter.

Mr. JOHNSON. Approximately when was that?

Mr. CREELY. Pardon me?

Mr. JOHNSON. Approximately when was that?

Mr. CREELY. I think it—I think it happened 2 years ago.

Mr. JOHNSON. So have you had to respond at all in writing to this letter of inquiry or notice of inquiry?

Mr. CREELY. No, I have not had to explain it. I am sure I will.

Mr. JOHNSON. Do you—why did you—feeling so uncomfortable about it, why did you continue to give Judge Porteous cash money? And tell me, when did it start? And when is the last time you gave him some cash?

Mr. CREELY. It may be hard to believe, but when you don't have any cases in front of a judge, okay, with the exception of the jury trial——

Mr. JOHNSON. And you are speaking of you personally or the firm?

Mr. CREELY. I think—I think my law partner may have had a couple of cases in front of him, and he ruled against him, too, in state court. And we are talking about state court. But it may be hard to believe, but everybody has a friend, and we have all had friends.

Mr. JOHNSON. But, I mean, you felt uncomfortable at giving him some money. What was it that made you feel uncomfortable?

Mr. CREELY. About——

Mr. JOHNSON. And why did you feel uncomfortable?

Mr. CREELY [continuing]. At that point in time—at that point in time, what made me feel comfortable about it——

Mr. JOHNSON. Uncomfortable.

Mr. CREELY. Uncomfortable?

Mr. JOHNSON. Yes. You have testified here today that it made you feel uncomfortable to be leaned on, if you will, for cash money.

Mr. CREELY. Because I began to feel like I was getting taken advantage of. I don't—I don't know if anybody——

Mr. JOHNSON. Well, what do you mean when you say "taken advantage of"? What do you mean?

Mr. CREELY. That I don't believe, in my mind, that he was using the money for the things that he told me he was using it for.

Mr. JOHNSON. What did he tell you he was using the money for?

Mr. CREELY. Tuition, things household related.

Mr. JOHNSON. What did you later find out about his use of the money that you gave?

Mr. CREELY. Just word of mouth, seeing him live a higher lifestyle than you would expect, but I want you to understand that the motivation for trying to help a friend, I mean, the love of a wife is one thing. The love of another person because you care about them and—is a different thing. And I really cared about him and really——

Mr. JOHNSON. Well, has he ever given you anything, Judge Porteous? Did he care that much about you that he would give you anything?

Mr. CREELY. No.

Mr. JOHNSON. Did he ever pay for his meals?

Mr. CREELY. No.

Mr. JOHNSON. Did he ever pay for his trips to hunt——

Mr. CREELY. No.

Mr. JOHNSON [continuing]. And fish? You paid it all?

Mr. CREELY. Well, when you say trips, hunting trips, of course. I had a boat. I had a camp. Nobody paid for anything when they came with me, nobody. Nobody paid anything.

Mr. JOHNSON. This curatorship situation, why do you resist characterizing the curatorship situation as a kickback, a kickback scheme? Isn't that a classic kickback scheme?

Mr. CREELY. I have read that word before. It was not a kickback scheme.

Mr. JOHNSON. Well, I mean, doesn't it have all of the hallmarks of a kickback scheme? I mean, he would forward you a monetary benefit for you and then call later to say, "Where is—where is the money?" Isn't that a—and to do that repeatedly, isn't that a kickback scheme?

Mr. CREELY [continuing]. Whatever the definition of a kickback scheme is, if you——

Mr. JOHNSON. So why do you not want to characterize it in that way?

Mr. CREELY. If he came to me and said, "I am going to give you curators in return for you giving me the money back," I would refer to that as a kickback scheme. That is not what happened, okay? He gave me curators, and——

Mr. JOHNSON. Which you had not asked for?

Mr. CREELY. That which I did not ask for. I did not sit down with him and contrive a situation where he would give me curators in return for him giving me money.

Mr. JOHNSON. But was it an implicit understanding, as things went on with this curatorship process?

Mr. CREELY. I am confused about your question, sir.

Mr. JOHNSON. The curatorship process, you say that you would not—there was no agreement before this scheme started, but didn't it become apparent to you during the course of the curatorship scheme that this was a way of you being able to pay Judge Porteous?

Mr. CREELY. It evolved into that, yes. He began to rely upon the curators, began to call for them, and we rationalized he is asking for money, giving him the money. And it wasn't all of the money, but, yes, it—that is what it sounds like.

Mr. JOHNSON. All right. I have no further questions at this time.

Mr. SCHIFF. Mr. Pierluisi?

Mr. PIERLUISI. Mr. Creely, I apologize if some of my questions are repetitive. I will try not to ask you questions you were posed before.

But let me ask you, you have been talking about your friendship with Judge Porteous, and I want to explore that a bit. Do you have a large circle of friends at home? I mean, how many friends do you have, would you say?

Mr. CREELY. How many friends do I have?

Mr. PIERLUISI. Yes, friends, people who consider themselves your friends.

Mr. CREELY. How many friends do I have? It is funny. When you are doing well, you have a lot of friends. When things are looking bad for you, you don't have as many friends as you did before. So back then in that period of time, I had considered myself as having a considerable number of friends.

Mr. PIERLUISI. And that is roughly how many, at the time of the relevant events here?

Mr. CREELY. Sir, you know, I couldn't tell you. I had acquaintances; I had friends.

Mr. PIERLUISI. What is the difference between an acquaintance and a friend, in your mind?

Mr. CREELY. How many friends what?

Mr. PIERLUISI. I am just saying, how do you distinguish an acquaintance from a friend, in your mind? What is the difference?

Mr. CREELY. The difference is just a long-term friendship, a friendship that you have had for years and years and years with that person.

Mr. PIERLUISI. Do you visit with friends at their homes?

Mr. CREELY. Pardon me?

Mr. PIERLUISI. Do you visit with friends at their homes?

Mr. CREELY. Yes.

Mr. PIERLUISI. Do your friends visit at your home?

Mr. CREELY. Yes.

Mr. PIERLUISI. And you do that with close friends or with any friend?

Mr. CREELY. Visit with them?

Mr. PIERLUISI. Visit with them at home and so forth.

Mr. CREELY. Yes.

Mr. PIERLUISI. Did you visit with Judge Porteous at his home?

Mr. CREELY. Yes.

Mr. PIERLUISI. You would go to his home?

Mr. CREELY. Yes.

Mr. PIERLUISI. How often?

Mr. CREELY. Well, often would be he would have a Christmas party with a great number of people there. I would go. On occasion, he would have different functions. And his friends that were very close to him brought me into their friendship circles. They had parties that I attended with Judge Porteous and his wife and kids. So, you know, yes, we visited——

Mr. PIERLUISI. Did he visit you at your home?

Mr. CREELY. Yes, he visited me at my home.

Mr. PIERLUISI. How often?

Mr. CREELY. I can't give you that number. He visited with me on occasion. I am not a real social home type person where I have

dinner parties and a lot of parties. I have had a few parties at my former home that I sold in 2003, but I didn't—I wasn't a real party type person.

Mr. PIERLUISI. Did you feel you were a close friend of his, of Judge Porteous?

Mr. CREELY. Did I think I was a close friend?

Mr. PIERLUISI. Yes.

Mr. CREELY. I thought he was a close friend of mine. And I thought I was a close friend of his.

Mr. PIERLUISI. You appeared on a regular basis before his court, did you not? Or—did you appear before his court while he was a judge?

Mr. CREELY. Did I appear in his court?

Mr. PIERLUISI. Yes.

Mr. CREELY. As I indicated earlier, in 20 years, I appeared in front of Judge Porteous three times. He ruled against me two out of the three times. Two cases he ruled against me were major cases, one in—when he was on the district case, the interdiction case, which doesn't even warrant talking about. A freshman in law school could have won that case.

The case in Federal court was a removal action. It was originally filed in state court. The defendants removed it to Federal court on a motion to quash a discovery request under a very specific Federal statute. Without calling anybody, he read the papers that were filed by the defendant, granted their TRO. We had a conference by telephone. His response was, "I have read the pleadings. You can make"—and we immediately filed pleadings. "I have read the pleadings. You can come argue your motion; you will lose."

That was his basic—with all counsel on the telephone, I requested a record be made. I made a record. And he did just what he told me he was going to do over the telephone, ruled against me.

I had to get relief in the form of a reversal from the United States Fifth Circuit Court of Appeals, which took me a year, and it cost—basically, I guess you could say, we lost the case. I mean, it was—it was a year away from resolution at that point in time.

So, yes, I had three cases in front of him in 20 years.

Mr. PIERLUISI. Did you feel that your friendship was—that your friendship was an issue at any point in time where you appeared before him?

Mr. CREELY. Absolutely not. Judge Porteous did not—didn't—if he wanted to do me a favor, he would have granted my motion on my request to test the solvency of the surety. He did not. If he wanted to do me a favor, he would have denied motion that the plaintiffs—the defendants had in the Federal court case requesting that I not be allowed to get the discovery. He did not. He did me no favors while he was on the bench.

Mr. PIERLUISI. Did any of the parties involved in these three cases you are mentioning knew the extent of your friendship with the judge at the time?

Mr. CREELY. No.

Mr. PIERLUISI. No?

Mr. CREELY. No.

Mr. PIERLUISI. Did you feel that you had to disclose that at any point in time?

Mr. CREELY. Well, I tried a jury trial. I don't know what our relationship back when the jury trial—I don't even know the year, so I tried a jury trial. The jury made the decision in that case, not the judge, the jury. There is a stark group of jury charges that he hands out, that all the judges do. The jury made the ruling. Post-trial motions, he ruled against me, ruled against me.

Mr. PIERLUISI. Well, you are a lawyer, and you are a trial lawyer, so you know that—that even in jury trial, a judge will be making rulings throughout the whole process, evidentiary rulings, as well as all kinds of motions he needs to deal with. You know that, don't you?

Mr. CREELY. And that case ended up in the Supreme Court, and the judgment at the trial court was affirmed by the Louisiana Supreme Court.

Mr. PIERLUISI. As a lawyer, were you concerned at any point in time about the appearance of your friendship with this judge while you were appearing before him?

Mr. CREELY. No, because I always thought that he was going to do what he was going to do. He was going to do the appropriate thing.

Mr. PIERLUISI. That is what you thought. How about other people's thoughts? Did you ever—were you ever concerned about what other people could be thinking about, in terms of your friendship with the judge you were appearing before?

Mr. CREELY. Everybody in the parish or county that we practice in was aware of our friendship, everybody. I was a very popular lawyer. He was a very popular and—and charismatic judge. Everybody knew we were friends. Everybody. I am not saying, though, every single person.

Mr. PIERLUISI. Are you then implying that, because everybody knew that you were friends, that nobody was concerned about that friendship when you were appearing before him?

Mr. CREELY. If they were concerned about it, they could have filed a motion, and it would have been re-allotted to another division, and that court could have made a ruling whether or not our friendship would interfere with it. Just because you are a judge doesn't mean that you are going to—you are going to do—do something improper. It doesn't mean you are going to rule in my favor, as he did not, and we were friends.

But I—I understand what you are saying, sir. And, I mean, do I have an obligation or does every lawyer who takes a judge to lunch, who is extremely friendly with a judge have an obligation before they try a case to say, "This guy or this woman is my friend, that I have taken this person to lunch, that I have been to Las Vegas with this person, that I have taken trips with this person"? Does every lawyer have an obligation to say, "Look, I can't—I have made the maximum amount of contributions to their campaign. I have—I have organized individuals to make maximum contributions to their campaign." Does the lawyer have an obligation to do that? It is my understanding the lawyer does not.

I didn't think I had an obligation to tell people that I took Judge Porteous to lunch, that I had a friendship with him.

Mr. PIERLUISI. Did you—did you give him anything of value while he was judging any of the three cases that you were—that you mentioned?

Mr. CREELY. If—if—if what I gave him fell within the time period of time in which he was judging those cases, the answer to that would be yes.

Mr. PIERLUISI. And did I hear you right that you—in your mind, you thought that you could give him pretty much anything, so long as—and that he was the one who had to disclose it in his ethics forms? Is that how you understood this to work?

Mr. CREELY. The——

Mr. PIERLUISI. That you could give him any gift and that it was simply his onerous or burden to report it in his ethics forms? Is that what you thought?

Mr. CREELY. My understanding of—of the law is that I can make gifts to judges as long as a gift is not for him to do something in my favor judicially. I have read the canons of judicial ethics. I have consulted council with that. And that is my understanding of the law. If—that is my understanding.

Mr. PIERLUISI. Were you concerned at any point in time about the appearance of giving a gift to a judge who is ruling on a case you are trying, sir?

Mr. CREELY. If I did—do I——

Mr. PIERLUISI. Were you ever concerned about the appearance of giving a gift to a judge who is ruling on a case that you are trying?

Mr. CREELY. Not when you—not when you know the judge is going to do what he thinks is appropriate. I—I—I didn't think he——

Mr. PIERLUISI. You were not concerned about what others could think about that, you giving a gift to a judge who is ruling on a case that you are trying?

Mr. CREELY. Counsel, I don't want—sir, I don't want to be combative in any way. I am trying to be as respectful and as cooperative as I can. And I have been every bit cooperative.

Mr. PIERLUISI. I am being—and I myself am being respectful. If I am raising the tone of my voice, it is simply because—it is because I want you to listen carefully to what I am saying. But I am being respectful. I just want an answer.

Mr. CREELY. I know you are. I just don't want to be combative. I want to answer your question in as respectfully and as honorably and as honestly as I can.

Mr. PIERLUISI. Were you ever concerned about the appearance—appearance, what others could think about you, giving gifts to a judge who is trying a case that you are—who is judging a case that you are trying, sir?

Mr. CREELY. No. I didn't—the three cases, I didn't think that that would have an effect upon his outcome, and it—it did not, in fact, have an effect on any of the cases I tried in front of him. It had a negative effect.

Mr. PIERLUISI. You had mentioned before that a motion—anybody could have filed a motion requesting his recusal in the three cases that you were mentioning, that you mentioned before. That actually happened in the *Liljeberg* case, didn't it? You know that, right? That a motion for recusal was—was filed?

Mr. CREELY. I am aware of a motion to recuse from reading all these things, yes, sir.

Mr. PIERLUISI. And—and let me ask you this. It was explored a bit by—by Congressman Cohen, but you stood to benefit from these curatorships, right? From whatever fees those curatorships generated, you stood to benefit as a partner of your firm, right?

Mr. CREELY. Yes, sir.

Mr. PIERLUISI. You did?

Mr. CREELY. I got the money.

Mr. PIERLUISI. You got the money. And the same with the fees, whatever fees could—could—the firm could earn in the *Liljeberg* case, you stood to benefit from those, didn't you?

Mr. CREELY. Absolutely.

Mr. PIERLUISI. And to the best of your knowledge, while that case was pending before Judge Porteous, you gave something of value to the judge.

Mr. CREELY. Correct.

Mr. PIERLUISI. And you knew that that case was pending?

Mr. CREELY. Yes. And if you are talking about the Las Vegas trip, opposing counsel was with us on that trip.

Mr. PIERLUISI. Did you ever feel uncomfortable when giving monies or anything of value to the judge?

Mr. CREELY. I felt put upon, and I felt—so if you can relate that to being uncomfortable, I felt—I got—I felt worn out, tired of it, yes. I felt—I got tired of being asked for money.

Mr. PIERLUISI. Did you ever consider saying no to him?

Mr. CREELY. I did say no. I told him I couldn't continue to do this, and it would—a few weeks would pass by, and he would come back.

Mr. PIERLUISI. Did you feel pressured upon?

Mr. CREELY. I am sorry, sir?

Mr. PIERLUISI. Did you feel that he was exerting pressure on you?

Mr. CREELY. I felt that he was abusing a friendship, yes. I felt pressured by it. I felt he was abusing what I thought to be a friendship. I wouldn't have done that to a friend of mine, okay? I wouldn't have done what he did to me to a friend of mine. I have not done what he did to me to anybody that I know, any—anybody that I know.

So, yes, I felt imposed upon. I felt taken advantage of. And I—I was tired of it. And I explained that to him.

Mr. PIERLUISI. And that—and all of that happened while he was a sitting judge?

Mr. CREELY. Yes, sir.

Mr. PIERLUISI. I have no further questions.

Mr. SCHIFF. Mr. Gonzalez?

Mr. GONZALEZ. Thank you very much, Mr. Chairman. And I apologize for my absence. And I am going to ask a couple of questions, and staff has provided me with some of the information that Mr. Baron was able to go over as he made his presentation. And I apologize if I repeat some of it. I just want to make sure that it was said and stated, because it forms some of the basis for the questions that I ask.

Mr. Creely, quite simply, did Judge Porteous use his position as a United States district trial judge to make requests of you for money?

Mr. CREELY. Did he use his——

Mr. GONZALEZ. Did he use his position as a sitting U.S. judge——

Mr. CREELY. He used——

Mr. GONZALEZ [continuing]. To make a request of you for money?

Mr. CREELY. No. He used the same thing that he used in state court, friendship. My—and he didn't request money from me. If it is the incident you are talking about on the boat, he didn't make a request of me. I wasn't on that trip. I wasn't with them.

Mr. GONZALEZ. Okay, Mr. Creely, I didn't ask you—you never responded to any of the requests in paid money to Judge Porteous because of his position as a sitting U.S. judge, is that correct?

Mr. CREELY. Absolutely not. There was nothing—other than that one case I told you about that I had in front of him, his requests were from a friend to me——

Mr. GONZALEZ. All right.

Mr. CREELY [continuing]. Telling me he needed money.

Mr. GONZALEZ. Well, and then that is—I want to go to the next area, and that is this friendship. We all understand friendship. So let me ask you. If a friend in need, would there have been any other manner to have assisted Judge Porteous? Co-signer on a note? I mean, there are different ways, if you want to help a friend, than direct payment——

Mr. CREELY. Yes, that——

Mr. GONZALEZ. I mean, cash?

Mr. CREELY. There would have been a lot of things. And—and——

Mr. GONZALEZ. But you didn't do that.

Mr. CREELY. Being 45 years old, when you look back over your life and you say, "Do I wish I would have gotten six or seven of his friends to come confront him and tell him to quit drinking?" Yes. Do I wish I could have done a number of other things to help him out? Yes. I didn't, okay? I had a very active practice. I continued working. And I tried to help him with—with the need that he came to me and asked—asked me to help me.

Mr. GONZALEZ. But what was available to your friend, Judge Porteous, was not available to anybody that did not enjoy the position that he had, simply meaning that he was able to appoint you, using his judicial authority, to a curatorship that resulted in payment to you. And by your own testimony—I am not going to go over it, because I think Mr. Baron went over it, there was a direct connection to your appointment, to you receiving a fee, paying taxes on it, and basically returning the money to Judge Porteous. Isn't that correct?

Mr. CREELY. A portion of the money, yes, sir.

Mr. GONZALEZ. I guess I—I am just—I don't understand the huge issue here. You are admitting that as a result of the judge's position and abilities as a Federal district judge to reward you, by appointment, you were able to receive monies that you paid back, that were the basis for the loan back to the judge. Isn't that what you just said?

Mr. CREELY. What I—I mean, if you go through this for 10 years, you know, you get very confused about things. He gave me curators. The curators went to our operating account. He asked for money. I gave him money.

Mr. GONZALEZ. And this is the portion of the testimony that was made reference earlier in a PowerPoint. This is—I believe that this is—"And so I told him I had to stop. I have got to stop doing this, all right? But he started sending curatorships over to my office, all right? And he would send like two or three at a time. And then he started calling and saying, 'I been sending you curators, you know? Can you give me the money for the curators?' I said, 'Man.' So I talked to my law partner. I said, 'Jake, you know, man, what do we do?' He says, 'Well, just go ahead and give it to him.' We decided to give him the money. We would deduct the expenses. We would pay income taxes on it."

Am I missing something here?

Mr. CREELY. No.

Mr. GONZALEZ. You identified money that was being paid to you as a result of an appointment by a Federal district judge. You identify that money as the basis for you to then turn the money back over to the judge.

Mr. CREELY. It was——

Mr. GONZALEZ. Is that not—but for Judge Porteous's position and ability to do that, would you have paid him the money?

Mr. CREELY. It was a state court judge. Yes, I would—I would have paid—I would have—I would have probably given him money because I gave him money before he gave me curators, and I gave him money——

Mr. GONZALEZ. I am only talking about the money—did you give him money after receiving payment for your services as a curator?

Mr. CREELY. Before and after.

Mr. GONZALEZ. I am just talking about after at this point. You don't see the connection there, sir? And I don't mean to be harsh or whatever. I just think we are all lawyers, that we have all been in courtrooms. We know what—how witnesses answer these questions. But when you—when two and two should add up to four, it is hard to live with an answer when you are telling me it is five.

Mr. CREELY. Sir, of course there can be a connection there, you know?

Mr. GONZALEZ. But there was a connection, Mr. Creely. That is what we are all up here to establish, in part. And I think it is indisputable there is a connection by your own testimony.

Mr. CREELY. The—the——

Mr. GONZALEZ. If I was your friend——

Mr. CREELY. The curators——

Mr. GONZALEZ [continuing]. And I owned a filling station on the corner, and you have been lending me money, because we are close, and you go fishing and hunting together, the difference is, as your friend at the filling station, I can't get some sort of compensation to you that you turn around and pay—and that a third party—and in this case, either litigants or the United States government—is paying you money to basically get back to me.

And I know what Mr. Johnson said. You know, we are looking at kickbacks and so. Nothing is ever clear. But on this one, I mean,

I think you have gone the direct link or the nexus between the appointment of a curatorship, the compensation you received that formed the basis to basically funnel the money back to the judge that appointed you.

Mr. CREELY. It was an evolution into him giving us curators and our justification of giving them back to him. I think I have testified to that three or four times in different ways. I can't remember every word of my testimony exactly as I have given it before, but that is, in essence, my testimony, sir.

Mr. GONZALEZ. Thank you very much, Mr. Creely.

I yield back, Mr. Chairman.

Mr. SCHIFF. I thank the gentleman.

Mr. Gohmert?

Mr. GOHMERT. Thank you, Mr. Chairman.

And thank you for your testimony, Mr. Creely. I am curious. Since this is a form of discovery here, and as an attorney, as a former judge and chief justice, I know lawyers talk. Did you ever hear from any other attorneys that they were asked to give money to the judge, either based on curatorships or otherwise?

I am sorry. I am not—is the mic on?

Mr. CREELY [continuing]. Nobody ever told me that the judge gave them curators and asked for money back.

Mr. GOHMERT. Well, how about just that they had then asked for money or donated money to the judge personally? Did you ever hear of that?

Mr. CAPITELLI. Excuse me. Could we ask the councilman to speak into the mic so we could hear a little better, too?

Mr. GOHMERT. Yes. Thank you. Did you ever hear any other attorney say that they had provided money to the judge or asked for money?

Mr. CREELY. Yes.

Mr. GOHMERT. Okay. And—and what other attorneys would that be? What other attorneys——

Mr. CREELY. Well, no, I am—you know——

Mr. GOHMERT. But you have—you don't know the names of the attorneys, but you know there was discussion in the area that other attorneys were asked for money like you had been?

Mr. CREELY. There are names of attorneys. Judge Porteous testified to that. He testified——

Mr. GOHMERT. Do you know of—yes, I—I know. We have got the testimony, but I am asking you personally, were you aware of anyone else who had indicated they had provided money to the judge outside of your firm?

Mr. CREELY. Other people have alluded to the fact that he had given his money, and I believe at least one other lawyer testified. I indicated that he gave money to the judge.

Mr. GOHMERT. And, look, I understand this has got to be very uncomfortable. You are sitting here at the table. The judge is right behind you. I understand that. But I am curious—that is got to be tough on you and your law firm when you are asked for money, particularly cash, particularly when a case is pending, and someone is sent over to get $1,000. I am just curious, how—how do you deal with that? Do you—as—is that considered a business expense,

as far as tax purposes? How—how do you deal with that? Do you just take that right out of your own pocket?

Because it sounds like a price of doing business. When you pay $1,000 cash, is that a business expense? I am asking. I really don't know.

Mr. CREELY. We paid income taxes on it. We absorbed it as income.

Mr. GOHMERT. No, I—I knew that you had. But I am talking about, once you gave money to the judge——

Mr. CREELY. I didn't give any money to the judge. I gave it to my law partner, and the judge apparently, because I was avoiding doing it, I was avoiding doing it——

Mr. GOHMERT. Oh, I see. You gave it to your law partner, and he provided it to the judge?

Mr. CREELY. He provided it, from what I understand, to the judge's secretary, because we were trying to avoid giving it to him.

Mr. GOHMERT. I see. Okay. Well, I didn't know—yes, I understood you paid tax on that. That was income to you. But then when you are asked by a judge to provide $1,000 cash, even though you give it to your partner and the partner gives it to the secretary, I didn't know if you later dealt with that as a business expense, because it certainly cost you as an attorney.

Mr. CREELY. Well, no, I didn't treat it as a business expense, no, sir.

Mr. GOHMERT. But you did feel like, when your partner asked for it—or I guess your partner felt like this is something we have got to do, because the judge has asked for it, correct?

Mr. CREELY. Well, do you want me to tell you what happened?

Mr. GOHMERT. Sure.

Mr. CREELY. All right. What happened—the way it was told to me is they went fishing, and the judge broke down on the boat. What part of the boat—I mean, I said the front one time, the back one time. It could have been in the middle. I don't know where.

The judge broke down, according to my law partner, and told him he was having problems financing, you know, I said, tuition. I was cross-examined. Wasn't it a wedding? I don't know whether it was a tuition or a wedding. The fact of the matter, the money was given, broke down, started crying, said he couldn't afford—I believe it was a wedding of his son, Timmy, some aspect of the wedding and needed help. He was embarrassed. My law partner came back from the trip and had a discussion with me about that, about how bad he felt about our friend, and asked me to—to give him $1,000. And I—I did. I cashed a check and gave him—gave him $1,000, gave my law partner $1,000.

Mr. GOHMERT. But even though that was given from the partner's standpoint to try to help a friend, you would expect that, since you gave that, that anybody in honesty who was asked if they had received anything from attorneys would have to acknowledge that he had received that, correct?

Mr. CREELY. Oh, I don't—I don't doubt that the—the judge received it, and I don't—and I don't dispute that it was—it was—it was designed to give to the judge. I don't—I don't dispute any of that.

Mr. GOHMERT. All right. All right. Thank you.

Mr. SCHIFF. At this point, Mr. Westling, if you would like, we will set the clock for 10 minutes, and you may question the witness.

Mr. WESTLING. Thank you, Mr. Chairman.

Mr. Creely, good afternoon.

Mr. CREELY. Good afternoon, sir.

Mr. WESTLING. You have been a friend of Judge Porteous's for many years. Is that correct?

Mr. CREELY. Yes.

Mr. WESTLING. When did you first meet him, if you remember?

Mr. CREELY. It is very hard to say. I may have met him in our later years of high school, definitely in 1974, while he was a lawyer at Gretna in a law firm.

Mr. WESTLING. So you knew him for years. You then practiced with him in approximately 1974. Is that correct?

Mr. CREELY. I am sorry?

Mr. WESTLING. Then you practiced with him—practiced law with him in around 1974?

Mr. CREELY. I didn't practice. I practiced out of the same office. I did primarily real estate closings during that period of time. I can't say I practiced with him, but we practiced out of the same facility. I worked for him.

Mr. WESTLING. Okay. And so you knew him for approximately 10 years before he went on to the state bench in 1984. Is that correct?

Mr. CREELY. Yes, sir.

Mr. WESTLING. And then you continue to know him to this day. That is also correct? You know him now, correct?

Mr. CREELY. Yes.

Mr. WESTLING. Okay. And so the 10 years on the state bench, when you have given testimony today regarding curatorships, that is limited to the period while he was a state judge. Is that correct?

Mr. CREELY. Correct.

Mr. WESTLING. All right. And so the curatorship situation ended in 1994, correct?

Mr. CREELY. Obviously.

Mr. WESTLING. Okay. The only time there has been ever any exchange of money between you and your partner and Judge Porteous that you are aware of while sitting as a Federal judge was in connection with this request arising from the fishing trip. Is that correct?

Mr. CREELY. That I am aware of, yes.

Mr. WESTLING. Okay. And then there was the trip to Las Vegas that you have testified about, as well.

Mr. CREELY. Make that clear, please.

Mr. WESTLING. Mr. Creely, did you ever give money to Judge Porteous because he was a judge or was it always because he was, first and foremost, your friend?

Mr. CREELY. The only reason I would give money to anybody was because they were my friend, unless it was a charitable contribution. I would not have given him money because he was a judge.

Mr. WESTLING. And—and I think you have testified, but at no time did you ever have an experience with Judge Porteous that led you to believe he was influenced by any of the money that you had given him over the years in his capacity as a judge. Is that correct?

Mr. CREELY. Obviously not. Two of the three cases I had in front of him, he ruled against me.

Mr. WESTLING. In terms of your experience with him in Federal court, you indicated there was only one case, is that right, that you appeared in front of him? Or do I have that incorrect?

Mr. CREELY. One case.

Mr. WESTLING. All right. And that didn't go so well for you. Is that right?

Mr. CREELY. It was a removal action from state court, wasn't filed in Federal court. It was removed on a Federal issue to his division by virtue of the request of a temporary restraining order by one of the defense counsel on a state court case.

Mr. WESTLING. In every situation where you gave Judge Porteous money, whether he was on the state or the Federal bench, it was typically because of your concern about his personal well-being. Is that right?

Mr. CREELY. Correct.

Mr. WESTLING. And you knew his family?

Mr. CREELY. Yes.

Mr. WESTLING. Do you all have—both have children?

Mr. CREELY. Yes.

Mr. WESTLING. Do they know one another?

Mr. CREELY. No. I have a 2-year-old and a 4-year-old child. I have a 27-year-old daughter. My 2- and 4-year-old do not know his children.

Mr. WESTLING. But your 27-year-old does?

Mr. CREELY. Yes.

Mr. WESTLING. Okay. And I take it that you practice in—in and around the city of New Orleans, where there is a very close relationship between lawyers and the bar. Is that right?

Mr. CREELY. Yes.

Mr. WESTLING. And that is true of lawyers between—both lawyers and the bench and the bar, correct?

Mr. CREELY. Correct.

Mr. WESTLING. And so it is not unusual, is it, to see lawyers out to lunch with a judge, whether in the state or the Federal court?

Mr. CREELY. It is very unusual not to see something like that going on.

Mr. WESTLING. It happens all the time?

Mr. CREELY. It happens every day.

Mr. WESTLING. And the community is well aware of it both inside the courthouse—inside the courthouse and outside the courthouse, correct?

Mr. CREELY. Is the community aware of that?

Mr. WESTLING. I mean, the—the—the legal community inside and outside the courthouse is aware that judges socialize with lawyers, correct?

Mr. CREELY. Of course.

Mr. WESTLING. All right. And you indicated that your friendship with Judge Porteous was well known to the community at large that practiced in and around both the Gretna courthouse and the Federal courthouse. Is that right?

Mr. CREELY. Yes. When we would—we would go fishing, we would take defense lawyers with us, we would take plaintiff law-

yers with us. One trip that I took with him on a hunting trip to Mexico, we took a defense lawyer from a large firm. We didn't disguise hunting and fishing. We hunted with other judges. We hunted with other lawyers. We hunted with plaintiff lawyers, defense lawyers. We hunted with business people.

And some of the other judges that we went hunting with—cases in front of them. I was always treated fairly. None of that was done to influence anybody's decision on anything or any case that I had.

Mr. WESTLING. And if you had believed that any of the money that you were asked for by Judge Porteous when he was in difficult personal circumstances was, in fact, designed to influence him, you would have told him, no, you would not give him that money. Isn't that right?

But if he had asked you—because he said, "Hey, I am a judge. You need to give me money." You would have told him no?

Mr. CREELY. No. But that never came up.

Mr. WESTLING. I understand.

Mr. CREELY. Nothing like that came up.

Mr. WESTLING. I understand.

Mr. CREELY. I did divorce work when he was on the—on the—on the district bench. I tried one jury trial. The cases that I handled, he couldn't hear while he was on the district bench. He was prevented from hearing them by court rule.

Mr. WESTLING. Well, you have testified at some length about the period of time when he was on the state bench in which the issues of curators came up. And I think what you have said is that you gave him money before and after the curators. Is that right?

Mr. CREELY. Correct.

Mr. WESTLING. And that, had he asked you for money without ever giving you a curatorship, you would have continued to give him money out of friendship. Is that right?

Mr. CREELY. Correct.

Mr. WESTLING. Right. I have no further questions, Mr. Chairman.

Mr. SCHIFF. Thank you, Counsel.

I would like to follow up on some of the points that have been raised. And I will begin where defense counsel—or—or Mr.—Judge Porteous's counsel left off. You said that you made payments to the judge before the curators, and you made payments to the judge after the curators, correct?

Please talk into the microphone.

Mr. CREELY. Yes, sir.

Mr. SCHIFF. And, of course, you made payments during the curators, correct? And you made payments during the time he was giving you the curators, right?

Mr. CREELY. Correct. Yes, sir.

Mr. SCHIFF. And did he give you curatorships all the way up and to the point he left the state bench?

Mr. CREELY. You have the records. I believe that he did.

Mr. SCHIFF. And so you testified that he continued to give you payments when the curators ended. He left the state bench for the Federal bench, correct?

Mr. CREELY. Yes, sir. Well, just—I didn't hear all of your question. He left the state bench and went to the Federal bench, yes.

Mr. SCHIFF. And you said the payments continued after the curatorships ended. Does that mean the payments continued while he was on the Federal bench?

Mr. CREELY. No, no, no. Nothing continued while he was on the federal—no curator payments went to him on the federal—while he was on the——

Mr. SCHIFF. No, I understand that no curatorships were given to you when he was on the Federal bench, because he couldn't, right?

Mr. CREELY. Right.

Mr. SCHIFF. But you have testified in answer to Mr. Westling's questions that you gave him money before he even started sending you the curatorships, and you continued giving him money when the curatorships ended, implication being you would have given him money regardless of the curatorships, correct?

Mr. CREELY. Yes, sir.

Mr. SCHIFF. So your payments continued after the curatorships stopped is what you have testified, right?

Mr. CREELY. If you are trying to suggest that when he went to the——

Mr. SCHIFF. Please answer my question. You have testified that you continued giving him money after he stopped giving you curatorships, correct?

Mr. CREELY. If I said that, I did not give him money when he was on the Federal bench, without the exception of the $1,000 we talked about.

Mr. SCHIFF. So is it your testimony now that you stopped giving him money when he stopped sending you curatorships?

Mr. CREELY. I think the question is, did I stop giving him money when he left the state bench? That is the answer.

Mr. SCHIFF. So then your answer is, yes, when the curatorships stopped, you stopped giving him money?

Mr. CREELY. And he—we stopped making the requests, and we distanced ourselves when we got on the Federal bench because he became associated with an entirely different group of people. It was almost like—I don't know what he did. Our relationship just kind of like smoothed out when he got on the Federal bench.

Mr. SCHIFF. So your testimony, in answer to Mr. Westling's question, then, was incorrect? You did not continue the periodic payments to Judge Porteous after he stopped sending you the curatorships?

Mr. CREELY. That is correct.

Mr. SCHIFF. I just want to follow up on a couple of the questions that my colleagues asked. My colleague, Mr. Gohmert, asked you if you were aware of other attorneys having told you that they gave money to the judge. And you said that you were. You then made reference to Judge Porteous's testimony or prior statements.

I would like to follow up on my colleague's question. What other attorneys have told you that they have given money to Judge Porteous?

Mr. CREELY. You want me to give you names?

Mr. SCHIFF. Yes.

Mr. CREELY. Well, the person that—Don Gardner——

Mr. SCHIFF. Into the microphone, Mr. Creely.

Mr. CREELY. Don Gardner is the only person that I can remember. Lenny Levenson never acknowledged giving cash, but acknowledged a considerable amount of friendship and camaraderie, or whatever you want to call it with him, while this *Liljeberg* case was going on. And that is—that is it.

Mr. SCHIFF. Have any other attorneys, other than Mr. Gardner or Mr. Levenson, told you either while this was going on or after this was concluded that they had also given Judge Porteous money?

Mr. CREELY. No, not that I would remember.

Mr. SCHIFF. Have any other attorneys or anyone else with business before the bar, in the bail bonds business, attorneys, private individuals, have any other people told you that they have given Judge Porteous money?

Mr. CREELY. Not that I recall, no.

Mr. SCHIFF. Have any other people told you that they have been asked for money by Judge Porteous?

Mr. CREELY. Nobody has told me directly, but I have heard people talk about how he would impose upon them in different situations at gambling casinos and things like that.

Mr. SCHIFF. Now, by that, are you referring to people telling you that Judge Porteous asked them for other forms of financial support, as in gambling chips or something of that nature? What are you referring to?

Mr. CREELY. I don't have—have a recollection of that. I just have a recollection of other people indicating that he made—he was just improper in some of his requests from them. I don't—I don't have—have a—a specific recollection of it.

Mr. SCHIFF. And who, Mr. Creely, has indicated to you that the judge made an improper request to them?

Mr. CREELY. I am sorry?

Mr. SCHIFF. Who has made—who indicated to you that the judge made an improper request to them?

Mr. CREELY. I don't recall. It is just general conversation about him, about his—the way he acted, about the way he conducted himself, and people talking. It would be like a group of people talking.

Mr. SCHIFF. Mr. Creely, earlier, our Task Force counsel asked you about your interview with the FBI.

Mr. CREELY. About—yes.

Mr. SCHIFF. And you stated there that there were certain things that you did not tell the FBI, in terms of——

Mr. CREELY. Yes, sir.

Mr. SCHIFF [continuing]. Your relationship with the judge, the money, gambling, et cetera, correct?

Mr. CREELY. Yes, sir.

Mr. SCHIFF. You did that because you didn't want to injure your friend's chance of taking the Federal bench, correct?

Mr. CREELY. Correct.

Mr. SCHIFF. I don't want to have the same problem here today. And I know you have a friendship with the judge you have testified about, but I want to ask you once again: Are you aware of any other attorneys than the ones you have mentioned that have either given the judge cash or been asked by the judge for cash?

Mr. CREELY. Other than my law partner—sir, I want you to know, I haven't talked to this man in—outside of running into him for judicial proceedings concerning this matter for years. I don't consider our friendship to exist anymore. I don't consider that I have a relationship with him anymore.

I mean, I don't have any reason to help him. I have been injured beyond repair because of this. I can't tell you the pain, and I can't tell you the remorse, and I can't tell you the financial hardship that this has caused me.

Mr. SCHIFF. Let——

Mr. CREELY [continuing]. Myself more——

Mr. SCHIFF. Let me ask you, Mr. Creely, about the time when you were friends. And Mr. Amato's friendship with the judge predated your own. Is that right?

Mr. CREELY. Predated mine?

Mr. SCHIFF. Yes.

Mr. CREELY. Yes.

Mr. SCHIFF. And Mr. Amato was a partner of the judge's before you were—you joined the firm?

Mr. CREELY. Yes.

Mr. SCHIFF. Now, you have testified you have had the judge over to your house. You have been over to his house, correct?

Mr. CREELY. Sorry. I am not doing—what was that again, sir? What was that one?

Mr. SCHIFF. You testified that you had the judge over to your house, you have been over to the judge's house. Is that right?

Mr. CREELY. Yes.

Mr. SCHIFF. Mr. Amato was also friends with the judge?

Mr. CREELY. Yes.

Mr. SCHIFF. Mr. Amato, you have seen at the judge's home, also?

Mr. CREELY. Well, I would have to tell you I don't know, but I can tell you my personal experience with Mr. Amato. He has been my law partner for 30-say-plus years. And he lived around the corner from my home. And out of the 30 years that I knew Mr. Amato, I believe I was invited to his house on two occasions, twice. We did not have a social relationship between our families. So I don't know if Judge Porteous was invited to his house. I don't if Judge Porteous went to his house. I can only tell you that, if you had a law partner for 30-some-odd years, you would think you would be invited to his house more than one or two times over that period of time. I know he came to my house on several occasions. But——

Mr. SCHIFF. Sir, let me get back to my question, though. My question was, did you ever see your partner, Mr. Amato, at the judge's home?

Mr. CREELY. Did I see Amato at the judge's home?

Mr. SCHIFF. Correct.

Mr. CREELY. The annual Christmas party that I think Judge Porteous had, I may have seen him there. I have no independent recollection of that. I know that we had mutual friends that had places in the country where they would have annual feasts, if I may say it, of game, food, things of that nature. I would see Jake. I would see Porteous and all of our mutual friends at those gatherings.

Mr. SCHIFF. And in the course of your 30-year partnership, you have only been to your partner's house, Mr. Amato's house, a couple times. Is that right?

Mr. CREELY. I went to Porteous's house a couple of times, yes.

Mr. SCHIFF. In your 30-year partnership with Mr. Amato, you have only been to Mr. Amato's house a couple of times?

Mr. CREELY. Yes, but not very many. It may have been three, but I have not visited his home on a regular basis. It was very infrequent and——

Mr. SCHIFF. And during the times that—the infrequent times you visited Mr. Amato at his home, was Judge Porteous ever present?

Mr. CREELY. No. Judge—I have never seen Judge Porteous at Amato's house.

Mr. SCHIFF. And to your knowledge, has Judge Porteous ever been to Mr. Amato's house?

Mr. CREELY. Been to where?

Mr. SCHIFF. To your knowledge, has Judge Porteous ever been to Mr. Amato's home?

Mr. CREELY. I would be guessing. To my knowledge, no.

Mr. SCHIFF. Now, you mentioned in your testimony that you stood nothing to benefit by virtue of your relationship with Judge Porteous. That was the kind of gist of your testimony, wasn't it? Was it the gist of your—is it the gist of your testimony, Mr. Creely, that you stood nothing to benefit from your relationship with Judge Porteous, by virtue of his being a judge?

Mr. CREELY. I got no benefit?

Mr. SCHIFF. Was that—is that your testimony, Mr. Creely?

Mr. CREELY. I got no benefit from him being a judge. I got no benefit at all from him being a judge.

Mr. SCHIFF. Now, at the same time, Mr. Creely, you and your partner divided the proceeds of the firm pretty evenly?

Mr. CREELY. Yes, sir. We divided proceeds from the firm, if that was your question.

Mr. SCHIFF. Yes. You divided them fairly evenly? Do you divide the proceeds of the firm evenly between yourself and Mr. Amato?

Mr. CREELY. Yes, sir. Yes. He may have gotten a little more, but yes.

Mr. SCHIFF. And do you know why Mr. Amato, your partner, was brought into the *Liljeberg* case only 6 weeks before trial?

Mr. CREELY. Do I know that? I don't know that.

Mr. SCHIFF. Mr. Creely, wasn't he brought in because of his and your friendship with the judge?

Mr. CREELY. Weren't brought in from our friendship, because I didn't know the Liljebergs from anything. It was a group of lawyers that were brought into that case. And I don't—I didn't know the Liljebergs from anybody.

Mr. SCHIFF. So it wasn't based on your firm's long representation of the Liljebergs?

Mr. CREELY. No, I didn't know who the Liljebergs were. I may have met the Liljebergs one or two times during the course of the entire relationship. The meetings on *Liljeberg* weren't held at Amato and Creely. The business records and things weren't held at Amato and Creely.

Mr. SCHIFF. But the legal community understood your relationship and Mr. Amato's relationship with Judge Porteous, right?

Mr. CREELY. Correct.

Mr. SCHIFF. Isn't that why you were brought into this case by this company, Liljeberg, that you knew nothing about, 6 weeks before trial?

Mr. CREELY. That is an answer that you want me to say yes to?

Mr. SCHIFF. I want you to give us the truth, Mr. Creely.

Mr. CREELY. I am trying to be truthful, okay? That may very well have been the reason why he was brought in. Maybe the Liljeberg family thought that they could get an advantage by somebody who knew the judge. I had no—I was not privy to any of those discussions. I was not privy to signing up the contract. I don't even know what the contract reads, have no idea.

Mr. SCHIFF. Mr. Creely, given the amounts of money that were involved in the *Liljeberg* case, were you aware that if the Liljebergs prevailed, as they did in the district court before Judge Porteous, that you and your partner stood to make between $500,000 to $1 million?

Mr. CREELY. Whatever the percentages were, I had no idea what the judgment was going to be. I didn't know what the judgment, from what I read, was. And I think we had a 6 percent—I think—I don't know. I haven't seen the contract. I think the contract gave us 6 percent of the gross fee if we won, but I had no idea if we were going to win, two, whether the court of appeals was going to affirm any award.

But whatever we—whatever award was going to be rendered, or whatever award we would get, we would get money off of it, yes. I was aware of that.

Mr. SCHIFF. And during the pendency of this case, where your firm stood to earn between $500,000 to $1 million, the judge asked you for $2,500 in cash, and you and your partner gave it to him, right?

Mr. CREELY. My recollection, it was $2,000 in cash. And, yes, I did give it to him. I gave him my portion of it. I gave to Jake who gave it to him.

Mr. SCHIFF. Now, you testified earlier that something along the lines that the district court judgment, Judge Porteous's decision in that case, really didn't matter because the case would be appealed. Is that your testimony?

Mr. CREELY. My testimony is—my experience is, every major case that I have had ends up in the court of appeals, unless it is settled. And if it is legal issues, most of the time, they end up in the court of appeals.

Mr. SCHIFF. Are you trying to suggest to us, Mr. Creely, that somehow the district court decision really makes no difference to you or your clients, whether the judge rules for you, against you?

Mr. CREELY. The district court decision makes a lot of difference, because the law is what the law is, that if the district court interprets the law in a particular inappropriate fashion, it is always corrected by the court of appeal. If the district court misapplies facts to cases or makes factual—makes manifestly erroneous factual findings, the court of appeals always corrects that, just like the

case I had with him. He was totally wrong on the law, and the court of appeal corrected him.

I don't know what the legal issues were in this case, but the court of appeal—that is why—the Fifth Circuit Court of Appeals is a very sophisticated court, from what I understand it.

Mr. SCHIFF. Mr. Creely, is there a reason why you want to suggest that a trial judge's decision is of no consequence to your client in a multi-million-dollar litigation? Is there a reason you want to make that suggestion here today?

Mr. CREELY. Of course a decision had consequences from the trial court judge. Who wants to go up losing? Who wants to go to the court of appeals losing a case? I don't——

Mr. SCHIFF. Well, and more than that, doesn't the trial court decision have an impact on the settlement value of the case?

Mr. CREELY. The judge's ruling?

Mr. SCHIFF. Doesn't that have an impact on the settlement value of the case?

Mr. CREELY. I am sure it would have an impact on the settlement value of the case. If you were awarded $10,000, it wouldn't—it would be much more settling. If he awarded a lot of money, it would impact settlement. But from what I understand subsequent to all of this, there was no real settlement discussions that took place among settling this case.

Mr. SCHIFF. Mr. Creely, I want to ask you one last question, and then I will turn it over to my colleagues. You testified a couple times that you tried to avoid giving the judge money. You tried to go out of your way to avoid being put in a position of being asked for money. Why was that difficult? Why couldn't you avoid him? Where would you see him when he asked you for money?

Mr. CREELY. You name it. I mean, anywhere. I mean, we could have been at lunch. We could have been—I could have been at the courthouse. I could have been walking down the street.

Mr. SCHIFF. Were there times, Mr. Creely, that he asked you for money while you were in the courthouse?

Mr. CREELY. No, you are asking to me an estimation. I am——

Mr. SCHIFF. No, Mr. Creely, I am not asking you to make estimations. I am asking you, did Judge Porteous ever ask you for money while you were in the courthouse?

Mr. CREELY. He could have. I don't know. He—you know, we went out together. We had lunch together. He could have asked me for money anywhere.

Mr. SCHIFF. Mr. Creely, nothing compelled you to take him out to lunch, right?

Mr. CREELY. Of course not.

Mr. SCHIFF. But you did, as a result of being an attorney, have to appear in the courthouse, didn't you?

Mr. CREELY. Yes, sir, I appeared in the courthouse. I didn't practice law in front of him for 10 years.

Mr. SCHIFF. Mr. Creely, my question is, as a lawyer, you had to go to the courthouse periodically, whether you were in his court or not, didn't you?

Mr. CREELY. Yes, sir.

Mr. SCHIFF. And as he was in the courthouse, did it make it difficult for you to avoid him completely because your business took you to the same building?

Mr. CREELY. The question is, I had to go to the courthouse?

Mr. SCHIFF. The question is, you said you wanted to avoid him. Was that difficult because you had to work in the same building?

Mr. CREELY. We worked in the same building.

Mr. SCHIFF. Do we need to repeat the question, Mr. Creely? You said you were trying to avoid the judge because he kept hitting you up for money.

Mr. CREELY. Right.

Mr. SCHIFF. Was it difficult to avoid the judge completely because you had to practice in the same courthouse?

Mr. CREELY. It was—yes, because this was the courthouse that he practiced law in, which was the Gretna courthouse. This was the hearing—this was the courthouse where they handled divorce cases. It was in a different building, all right?

The domestic relations section of the court was in a different building than the courthouse that Judge Porteous practiced law in. So you would—you would go to this building for relief on divorce cases. I believe back in the 1980's, if you disagreed with rulings and hearing officers and so forth, you would have a trial in this building.

Mr. SCHIFF. Mr. Creely, I am sorry, but the court reporter and the transcript won't reflect what cup you are pointing to for a building. Let me just ask you very simply: Did your work as a lawyer take you into the same building where Judge Porteous either had his chambers or the courtroom in which he appeared?

Mr. CREELY. Yes.

Mr. SCHIFF. And when you would meet the judge for lunch, would you meet him in his chambers prior to going to lunch?

Mr. CREELY. While we were in the courthouse?

Mr. SCHIFF. When you would meet Judge Porteous for lunch, did you meet him in his chambers on occasion and then go from his chambers to lunch?

Mr. CREELY. There is a possibility, yes.

Mr. SCHIFF. In the microphone, Mr. Creely.

Mr. CREELY. There is a possibility, yes.

Mr. SCHIFF. And is it also a possibility that, while in his chambers before going to lunch, that he requested money from you?

Mr. CREELY. There is a possibility, yes.

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Mr. SCHIFF. Mr. Goodlatte?

Mr. GOODLATTE. Thank you, Mr. Chairman. Mr. Chairman, I don't believe any on our side have any additional questions of this witness. Thank you.

Mr. SCHIFF. At this point, Mr. Creely's testimony having concluded, we will recess for lunch and return in 45 minutes. Will that—in 45 minutes.

We are in recess.

[Recess.]

[redacted]

Mr. SCHIFF. Our second witness today is Jacob Amato, Esquire. Mr. Amato is an attorney with a law practice in the New Orleans area. He is here pursuant to subpoena and has previously been served with an immunity order that compels his truthful testimony at proceedings before the House. I will now swear the witness.

Mr. Amato, please raise your right hand. I don't know if you are able to rise.

[Witness sworn.]

Mr. SCHIFF. Thank you. You may be seated.

Mr. Dubester, you may now question the witness.

000440(b)

Mr. DUBESTER. Okay—please introduce yourself to the Members of the panel.

Okay. Will you just—I am sorry. Okay.

And, Mr. Amato, are you an attorney?

**TESTIMONY OF JACOB AMATO, JR., ATTORNEY, NEW ORLEANS, LA**

Mr. AMATO. Yes, I am.

Mr. DUBESTER. And where do you practice?

Mr. AMATO. Gretna, Louisiana.

Mr. DUBESTER. And what parish is that?

Mr. AMATO. Jefferson Parish.

Mr. DUBESTER. And do you have offices which are right near the courthouse there?

Mr. AMATO. Yes, right across the street from the Gretna courthouse.

Mr. DUBESTER. Okay. Now, in the early 1970's, were you a partner with Judge Porteous?

Mr. AMATO. Yes, I was.

Mr. DUBESTER. And did Mr. Creely work for you?

Mr. AMATO. That is true. Mr. Creely did work for the law firm that—Edwards, Porteous and Amato, while he was in law school.

Mr. DUBESTER. And are you older than Mr. Creely?

Mr. AMATO. Yes, sir.

Mr. DUBESTER. And were you a peer of Judge Porteous's at law school?

Mr. AMATO. I think I am older than he is. In fact, I know I am older than he is, but I don't know. We didn't—we went—he went to LSU, and I went to Loyola, so I didn't meet him until after law school.

Mr. DUBESTER. But in any event, Creely is junior to the two of you, correct?

Mr. AMATO. Correct.

Mr. DUBESTER. And you had a relationship with Judge Porteous as a friend before Mr. Creely came and joined the practice, right?

Mr. AMATO. Correct.

Mr. DUBESTER. Okay. Now, at some point, you and Mr. Creely formed your own practice. Is that right?

Mr. AMATO. Correct.

Mr. DUBESTER. Now, in the—starting with 1984, Judge Porteous was elected state judge. Is that correct?

Mr. AMATO. I think that is correct. I don't know the exact date. It is——

Mr. DUBESTER. And you maintained a friendship with him while he was a state judge?

Mr. AMATO. Yes.

Mr. DUBESTER. Okay. Now, at some point in the—did you become aware that Judge Porteous was making requests of Mr. Creely for cash?

Mr. AMATO. At some point, yes.

Mr. DUBESTER. And how did you become aware of that?

Mr. AMATO. Mr. Creely came to me one day and said that Tom—or Judge Porteous asked him for some money based upon sending curatorships.

Mr. DUBESTER. Okay. Now, if you want to call everybody Tom and Bob, just because it is what you would refer to them, you just go ahead and do that. We will understand who you are referring to.

Mr. AMATO. I ought to be polite to everybody.

Mr. DUBESTER. Understood. Okay. And after this information or this communication came to you from Mr. Creely, what did you understand—what happened next, in terms of the request to Mr. Creely and the provision of monies to Judge Porteous?

Mr. AMATO. Well, I never got a request from Judge Porteous ever as for any percentage of the curatorships. Bob would tell me Judge Porteous needs, you know, $500, $1,000, whatever it is for the curatorships, and we would each draw a check for whatever half the amount that he requested.

Mr. DUBESTER. And you are making a reference to Bob needing money for the curatorships, so the request coming from the curatorships. What are you referring to?

Mr. AMATO. Well, the judges can send curator cases to various lawyers, and they do for various reasons, usually to help out young lawyers with fees and sometimes for—you know, for their own personal reasons. You know, you might have worked in their campaign or some campaign contributions or something. And Judge Porteous sent curator cases to Bob Creely and at some point asked that he be—receive some of that money.

Mr. DUBESTER. Okay. Now, the money that went to Judge Porteous that you have just described, did they come—was that Bob's money, or your money, or both of your money?

Mr. AMATO. It was our money.

Mr. DUBESTER. And how did that process work, in terms of it being both your money?

Mr. AMATO. Well, we each drew a salary, and we each—you know, a regular salary. And we also took draws. You know, if we had money this month, we took a little extra money. And when it was time to give Judge Porteous curator money, that the bookkeeper would write checks, $500 to me, $500 to Bob, checks would be cashed, and then some sort of way or another, Judge Porteous would receive the money.

Mr. DUBESTER. Okay. Did you personally give Judge Porteous the cash?

Mr. AMATO. I really—I am sure I had. I can't be positive when—how much, but I really can't—I can't answer that.

Mr. DUBESTER. Okay. Now, even though the requests were coming from Judge Porteous to Bob Creely, is there any question in your mind that Judge Porteous understood that the money going back to him including—it was money from you, as well as Bob?

Mr. AMATO. Of course. We owned our own office building. We had checks. We had business cards. We filed pleadings and, you know, Amato and Creely, a professional law corporation.

Mr. DUBESTER. Did you own real estate together?

Mr. AMATO. Yes.

Mr. DUBESTER. And the name on your—did you have a name on the building?

Mr. AMATO. We had our name on the building. We didn't have a big building name that said the Amato and Creely Building, but we had our——

Mr. DUBESTER. Okay.

Mr. AMATO [continuing]. Our office name on it.

Mr. DUBESTER. You have been asked several times, I think, in different contexts if you have a sense of how much money you gave—the two of you gave back to Judge Porteous. Do you have any sense?

Mr. AMATO. I would have to say over $10,000, but how much over, I don't know. But I don't think it was over $20,000. I just don't know.

Mr. DUBESTER. Okay.

Mr. AMATO. I never had a finger on it. I never fooled with it.

Mr. DUBESTER. Okay. But no—and also, most of that was being handled by Mr. Creely, correct?

Mr. AMATO. Yes.

Mr. DUBESTER. Okay. Mr. Creely has estimated—if others have estimated it to be at least $20,000, you don't dispute that, do you?

Mr. AMATO. No, I can't—I have no way to refute it.

Mr. DUBESTER. Okay. Now, did you feel you had a choice but to give Judge Porteous this money?

Mr. AMATO. Yes, I think we had a choice, but I just wasn't strong enough to put an end to it. To put an end to it, I would have to break up my law partnership and break up a friendship that I have had over a number of years with Judge Porteous, and I wasn't strong enough.

Mr. DUBESTER. Okay. Now, after Judge Porteous became a Federal judge, did you contribute to a party in his honor?

Mr. AMATO. Yes. They had a—like a reception after he was sworn in and some sort of way, and I don't know how we paid for a part of it or all of it. I am not sure.

Mr. DUBESTER. Was that at the Jefferson Hotel?

Mr. AMATO. The Jefferson Orleans. It is a banquet hall.

Mr. DUBESTER. Okay. I want to go up until 1996 now. Were you retained as one of the attorneys to represent the Liljebergs?

Mr. AMATO. I was.

Mr. DUBESTER. And was that shortly before trial was scheduled in that case?

Mr. AMATO. Not that I know of. I—that doesn't ring true, because I know I worked on it for 18 months to 2 years before it ever went to trial.

Mr. DUBESTER. Okay. It turns out trial was postponed, but do you recall when you were first retained to—or, sorry, first engaged—or first entered your appearance, rather, that that was just a few weeks before the trial date that was presently set at that time?

Mr. AMATO. I don't have any recollection of that.

Mr. DUBESTER. Okay. What was your fee arrangement with the Liljebergs?

Mr. AMATO [continuing]. Contingency fee, that I was to receive 8 percent of the gross recovery.

Mr. DUBESTER. Do you remember what your personal contingency fee was?

Mr. AMATO. Eight percent.

Mr. DUBESTER. And do you remember what Mr. Levenson's was?

Mr. AMATO. I thought it was something less than that, at 4 percent or 5 percent. I don't know. I mean, I never have negotiated or had anything to do with how—who hired Mr. Levenson.

Mr. DUBESTER. If your side had prevailed, would any fee that you received have been split with Mr. Creely?

Mr. AMATO. Of course.

Mr. DUBESTER. Okay. By the way, were you like full 50/50 partners——

Mr. AMATO. Yes.

Mr. DUBESTER [continuing]. In both expenses and income, correct?

Mr. AMATO. Yes, and at the bank, too, when you sign the notes.

Mr. DUBESTER. Okay. Now, understanding that there is a huge demand at the—in terms of what the sides are asking for, what did you realistically expect to be the range of what you could have hoped to have made if your client were successful in that case. What was that case worth to you?

Mr. AMATO. Probably somewhere between $500,000 and $800,000, but you also have to understand that I worked 2 solid years and took no other cases in order to prepare that case.

Mr. DUBESTER. Okay. So that case was exceptionally important to you?

Mr. AMATO. Of course.

Mr. DUBESTER. Now, do you recall that other side, Mr. Mole, filed a motion to recuse Judge Porteous after you and Mr. Levenson entered your appearance?

Mr. AMATO. I recall that there was a motion to recuse filed, yes.

Mr. DUBESTER. Do you recall who prepared the response for the Liljebergs?

Mr. AMATO. I didn't. I don't know who prepared it. Usually, those are prepared by Ken Fonte.

Mr. DUBESTER. Okay. And that is F-o-n-t-e, Mr. Fonte?

Mr. AMATO. Yes.

Mr. DUBESTER. And do you recall that Mr. Levenson actually ended up signing that pleading?

Mr. AMATO. I don't know. I don't know who signed it. I don't think I did, but I—it could well have been——

Mr. DUBESTER. As you sit here now, what do you recall the allegation that was made by Lifemark as part of its argument to seek the recusal of Judge Porteous?

Mr. AMATO. The friendship between myself and Mr. Levenson and Judge Porteous and that we had given him campaign contributions and that we had been—he might have alleged that we were law partners at one time. He also alleged that we had—that they had a function called Justice For All, where all the judges in Jefferson Parish got together and had one mass campaign fund, raising campaign funds for elections.

Mr. DUBESTER. I am going to cut you off. I understand—I don't think we need to go into detail with that particular aspect of the allegation. You have described generally what the substance was.

Now, was there actually a hearing in front of Judge Porteous where the Lifemarks—or Mr. Mole's motion to recuse was argued?

Mr. AMATO. I am sure there was.

Mr. DUBESTER. Do you recall that?

Mr. AMATO. In 40 years of practicing law, I can't recall every court appearance I made. I probably was there.

Mr. DUBESTER. Okay. Now, in connection with the motion to recuse, do you recall whether or not—and I guess—let me complete my thought here. Do you recall whether or not you made any disclosure to Mr. Mole that, while Judge Porteous was a state judge, you and your partner had given him tens of thousands of dollars?

Mr. AMATO. No.

Mr. DUBESTER. And to your knowledge, did Judge Porteous make that disclosure?

Mr. AMATO. Not that I know of.

Mr. DUBESTER. And wasn't that a material fact that would have been relevant to Joseph Mole and Lifemark?

Mr. AMATO. Yes.

Mr. DUBESTER. And why is it that you did not make any such disclosure as part of the *Liljeberg* recusal litigation?

Mr. AMATO. Because I probably made the biggest mistake of my career.

Mr. DUBESTER. And can you elaborate on that?

Mr. AMATO. That is why I am here.

Mr. DUBESTER. Okay.

Mr. AMATO. If he would have recused himself, I would be in Gretna today practicing law.

Mr. DUBESTER. So you don't dispute that that was important information which should have been disclosed, correct?

Mr. AMATO. At this time, no, I do not dispute that.

Mr. DUBESTER. No, in terms of what your mindset was at the time, you were not about to make a disclosure like that because you knew it would be embarrassing for Judge Porteous, correct?

Mr. AMATO. Absolutely.

Mr. DUBESTER. And you were not about to say anything or make any disclosure which would have embarrassed him and your—as a judge on the Federal bench, correct?

Mr. AMATO. That is correct. And as my friend.

Mr. DUBESTER. Did you consider the issue as to the disclosure of your financial relationship at the most basic level to be that of Judge Porteous.

Mr. AMATO. I am sorry. Would you give me that again?

Mr. DUBESTER. Okay. You indicated you weren't going to make that disclosure, but in your mind, were you staying silent because you were going to follow the lead of Judge Porteous to see what he was willing to disclose or would disclose at the hearing?

Mr. AMATO. Yes.

Mr. DUBESTER. Okay. Now, the trial was subsequently held in June or July 1997. Does that sound right to you?

Mr. AMATO. It seems like it lasted 2 months, 3 months.

Mr. DUBESTER. Okay.

Mr. AMATO. I don't know if it was '97 or—I just don't recall.

Mr. DUBESTER. Okay. Fair enough. After the trial, did you continue to take Judge Porteous to lunch on a regular basis?

Mr. AMATO. Judge Porteous and I have been eating lunch together for—since we have known each other, yes.

Mr. DUBESTER. Okay. And some of them, for lack of a better phrase, involved you eating well at Ruth's Chris Steak House, the Beef Connection, Andrea's, Emeril's, and so forth, correct?

Mr. AMATO. Yes, we had a nice—we had a good time.

Mr. DUBESTER. By the way, it was a non-jury trial that was held in the *Liljeberg* case. Is that right?

Mr. AMATO. Correct.

Mr. DUBESTER. And the gap—the point in time I am talking about is after trial and before Judge Porteous rendered his verdict. So I am talking about roughly summer of 1997 to April of 2000, and that is the period that you have just testified that, as part of your whole life, you took him to restaurants that we have just mentioned, correct?

Mr. AMATO. Right.

Mr. DUBESTER. And, oh, by the way, you have taken him to restaurants hundreds of times in your life, fair enough?

Mr. AMATO. Yes.

Mr. DUBESTER. And how many times has he paid?

Mr. AMATO. I know he is—I know I have gone to lunch where I didn't pay, but I do recall him buying lunch at least on one occasion.

Mr. DUBESTER. Okay. Now, at some point—and it has been identified at least by another witness as being in 1999—do you recall being asked to make a contribution to Judge Porteous's son's externship, some sort of educational activity in Washington, D.C.?

Mr. AMATO. Yes.

Mr. DUBESTER. What do you recall about that?

Mr. AMATO. I recall that some sort of—and I don't know the information got to me, but that one of his children were coming to Washington to extern, I think, for Senator Breaux, and they were looking for contributions to defray the cost.

Mr. DUBESTER. And did you give a couple hundred dollars, do you think?

Mr. AMATO. Yes. Yes, I did.

Mr. DUBESTER. Would that have—would that request have come from Judge Porteous or from—or his secretary, Rhonda, if you recall?

Mr. AMATO. Not from Judge Porteous. I don't know who it came from. Not from Rhonda, but——

Mr. DUBESTER. Okay. Now, on June 29th of 1999, did you go on a fishing trip?

Mr. AMATO. Yes.

Mr. DUBESTER. And you reviewed your calendar in connection with your deposition, and you recall that your calendar reflects that fishing trip to have been on the day I just mentioned, correct?

Mr. AMATO. Yes, I am pretty sure that is the date, yes.

Mr. DUBESTER. Okay. And describe the fishing trip and describe what happened on that trip.

Mr. AMATO. It was a weekday, and a friend of mine has a fairly large boat, and we were going to Caminada Pass, which is the pass at Grand Isle, and at certain times of the year, the fish run between the Gulf of Mexico and the marsh. And the fish just at night, they bubble up. They come to the surface, and it is a free-for-all.

So we went fishing that night. Judge Porteous was drinking. We were standing on the front of the boat, the two of us, and he was—I don't know how to put it. He was really upset. He was—had a few drinks. He said, "My son's wedding was more than I anticipated. The girl's family can't afford it. I invited too many guests." Would I lend him, give him, provide him, however you want to call it, something, like $2,500, to pay for part of the wedding or the after-rehearsal party of something?

And I felt compelled, based upon, one, his condition and our friendship that—that is what I would do.

Mr. DUBESTER. And did—and did you do that?

Mr. AMATO. Yes.

Mr. DUBESTER. Basically, he was saying he couldn't meet his financial condition and he was coming to you.

Mr. AMATO. Well, I wouldn't imagine he would come to me unless he couldn't meet—if he could meet his financial obligations, he wouldn't have come to me.

Mr. DUBESTER. Was that a surprise, that event?

Mr. AMATO. The first time he ever asked me for money, the last time he ever asked me for money, the last time we ever—the only time we ever discussed money, and that is the reason I was able to remember it.

Mr. DUBESTER. Okay.

Mr. AMATO. Because never was our relationship one where we talked about, "Give me this, and I will do that."

Mr. DUBESTER. Did you, in fact—what—sorry, what, if anything, did you do as a result of that conversation?

Mr. AMATO. At some point within the next few days, a week, you know, I got him $2,000 or $2,500. I don't recall how—did I pick—did I pick him up and go to lunch and we—I gave him the money? Or Rhonda came, Rhonda Danos, his secretary came and picked it up? I just don't know.

Mr. DUBESTER. And was that half your money and half Creely's money?

Mr. AMATO. I can't tell. I had some cash at my house, and I think I used the cash at my house.

Mr. DUBESTER. Because Creely recalls that—sorry, Bob Creely—Mr. Creely recalls that he paid half of that. That is not inconsistent with your memory either, is it?

Mr. AMATO. If he said he paid half?

Mr. DUBESTER. Yes.

Mr. AMATO. Then he paid half.

Mr. DUBESTER. And just one more—one more question here. In the fall of 1999, do you recall paying for a 5-year party—or a party to celebrate Judge Porteous's 5 years on the bench?

Mr. AMATO. Yes, I do.

Mr. DUBESTER. Roughly how much was that?

Mr. AMATO. I think it was $1,700.

Mr. DUBESTER. And where was that, if you recall?

Mr. AMATO. French Quarter in French Quarter Restaurant and Bar on Decatur, right across from the Morning Call.

Mr. DUBESTER. That concludes my questions. Thank you, Mr. Amato.

Mr. AMATO. Thank you, Mr. Dubester.

Mr. SCHIFF. Mr. Amato, I am going to ask you a few questions, and then my colleagues are, and then Mr. Westling and counsel for Judge Porteous will have a chance to ask you a few questions.

I wanted to pick off—pick up where my colleague left off. You started to say when you were asked for cash—or asked for money by Judge Porteous on this fishing trip that you felt compelled to give it to him. And you said, number one, he was in need and he was my friend.

Mr. AMATO. Right.

Mr. SCHIFF. Was there a number two, Mr. Amato? Was there another reason you felt compelled to give him money?

Mr. AMATO. I felt sorry for him. I really did. You know, it is tough to see somebody, you know, almost to the point of tears, you know, to do something for his children, which I suspected was the reason for the emotional outlay he had.

Mr. SCHIFF. What affect would it have had on your relationship with Judge Porteous if you had said no, if you had said, "You are presiding over a case that is under submission, and I can't give you cash"? What would have been the impact on your relationship?

Mr. AMATO. Probably none. It would remain the same.

Mr. SCHIFF. Did you have any concern about the fact that you had litigation pending in his courtroom?

Mr. AMATO. I do now. At the time, I didn't give it much thought.

Mr. SCHIFF. When the recusal motion was brought, Judge Porteous made a number of statements in court I would like to ask you about. At one point during the hearing on a motion to recuse, he said, "The first time I ran, 1984, I think is the only time when they gave me money." Was that a truthful statement?

Mr. AMATO. I don't recall the statement, but I don't know the context. I think the context might have been—that was when the first time he ran and the first time he collected money for campaign contributions. I—that is the best I can do.

Mr. SCHIFF. If Judge Porteous represented at the hearing that the only time he had gotten money from you or Mr. Levenson was in 1984, would that have been a truthful statement?

Mr. AMATO. In 1994?

Mr. SCHIFF. If, during the recusal hearing——

Mr. AMATO. Oh, okay. I am sorry.

Mr. SCHIFF.—Judge—if Judge Porteous represented at the recusal hearing that the only time he had gotten money from you or Mr. Levenson was in 1984, would that have been a truthful statement?

Mr. AMATO. No, that wouldn't have been true.

Mr. SCHIFF. Now, if it came up in the context of a discussion of whether he had received campaign contributions, would it have been misleading for him to say that he had not gotten money, except in 1984, and not disclose the fact he had been getting personal cash for years?

Mr. AMATO. Yes.

Mr. SCHIFF. During the latter part of the recusal hearing, Judge Porteous said, "You haven't offended me, but don't misstate." He is saying this to Mr. Mole, representing the other party, "But don't misstate—don't come up with a document that clearly shows well in excess of $6,700 with some innuendo, that that means that they

gave that money to me. If you would have checked your homework, you would have found that that was a Justice for All program for all judges in Jefferson Parish. But go ahead. I don't dispute that I received funding from lawyers."

In light of the fact that he had been receiving thousands of dollars from you, wasn't that a misleading statement?

Mr. AMATO. Probably, because I—again, Mr. Schiff, I don't know if he was referring to the Justice for All collection or something different.

Mr. SCHIFF. Well, if the judge was taking issue with the opposing counsel for suggesting that you had given him money that, in fact, went for a different program, at the same time had, in fact, received thousands of dollars from you, wouldn't it be misleading to the court not to reveal that?

Mr. AMATO. Yes.

Mr. SCHIFF. And wouldn't it be misleading to the court to take issue with counsel for not doing their homework, when the court did not disclose that they had received thousands of dollars from you?

Mr. AMATO. Yes.

Mr. SCHIFF. The judge also said during that hearing, "I have always taken the position that if there was ever any question in my mind that this court should recuse itself, that I would notify counsel and give them the opportunity if they wanted to ask me to get off." Given the fact that he did not notify counsel and did not give them the opportunity to ask him to get off, wasn't that a misleading statement by the judge?

Mr. AMATO. Yes.

Mr. SCHIFF. Mr. Amato, are you aware of any other attorneys other than yourself and Mr. Creely who gave cash or other things of value to Judge Porteous?

Mr. AMATO. Not firsthand, no.

Mr. SCHIFF. Have you had other attorneys tell you that they—either they were asked for cash or they know of other parties who gave money to the judge?

Mr. AMATO. No.

Mr. SCHIFF. In discussing the curatorships, a couple times you made reference—you said the judge would ask for some of that money, referring to the curatorship money. Was there ever any doubt in your mind that what the judge was asking for, once he started the curators, sending curators to your office, was part of the money for the curatorships back to him?

Mr. AMATO. Yes.

Mr. SCHIFF. Yes there was a doubt or—my question is, was there ever any doubt in your mind that what he was asking for during the period he was sending you curatorships was part of the money he was sending you for the curatorships?

Mr. AMATO. No, no doubt.

Mr. SCHIFF. And I think, when my colleague asked you about how often or when you gave money directly to Judge Porteous, you said you couldn't recall how often or when. Without asking you the specific dates or even number of times, do you recall that on several occasions you, in fact, gave cash to Judge Porteous?

Mr. AMATO. Yes.

Mr. SCHIFF. And the amounts of cash that you would have given would have been anywhere from maybe less than $100 to several hundred dollars?

Mr. AMATO. Probably in the range of $500 to $1,500.

Mr. SCHIFF. And then the only time you would have given him more than that was after the fishing trip?

Mr. AMATO. Right. Yes, sir. I am sorry.

Mr. SCHIFF. Has Judge Porteous ever been to your house?

Mr. AMATO. Judge Porteous ever been to my house?

Mr. SCHIFF. Yes.

Mr. AMATO. I think he has picked me up at my house. I don't think he has been in my house. He has been to my country house.

Mr. SCHIFF. So he has been to your country house?

Mr. AMATO. Yes.

Mr. SCHIFF. And how often has he been to your country house?

Mr. AMATO. A couple of times.

Mr. SCHIFF. And how often would you say he picked you up at your other residence?

Mr. AMATO. Probably a couple of times.

Mr. SCHIFF. And on what occasions would he have picked you up at your primary residence?

Mr. AMATO. When we were going fishing or hunting or something.

Mr. SCHIFF. And when he came to your country residence, did he spend the night at your country residence?

Mr. AMATO. I think he did once.

Mr. SCHIFF. Would those times when he picked you up or spent the night at the country residence, would that have taken place prior to the *Liljeberg* case or during the *Liljeberg* case?

Mr. AMATO. I don't know when he went to the place across the lake. I have had it for almost 20 years, and I don't know, you know, before or after, during. I can't answer that, sir.

Mr. SCHIFF. Is there anything that would help refresh your recollection that we could provide you with, in terms of the dates, so you could determine when he would have come to your house?

Mr. AMATO. No, nothing.

Mr. SCHIFF. You—in terms of the amounts of cash that you and Mr. Creely provided to the judge, you said you thought it was in the neighborhood of 10 to 20 thousand. Is that right?

Mr. AMATO. Yes.

Mr. SCHIFF. And would that have been individually or between the two of you 10 to 20 thousand.

Mr. AMATO. I think it is between the two of us.

Mr. SCHIFF. Now, do you know what—roughly about what percentage of the money that you got from the curatorships that went back to the judge? Was it most of the money, minus expenses? Was it all of the money? Was it only part of the money?

Mr. AMATO. It was part of the money. I think it—I don't know what percentage. I didn't have anything to do with it.

Mr. SCHIFF. If—the records indicated that the amount of the curatorships over time approximated $40,000, would that indicate to you more accurately how much you think you would have given the judge over time between the two of you?

Mr. AMATO. I would think we would give him something less than $20,000.

Mr. SCHIFF. So something less than half of the value of the curatorships?

Mr. AMATO. Yes, because we had to take out expenses and, you know—when you have got a curatorship, you put an ad in the paper, and that costs so much money, and all that was deducted out before we got to a net fee.

Mr. SCHIFF. You mentioned, I think, that you didn't like having to make these payments. You weren't strong enough to say no——

Mr. AMATO. Right.

Mr. SCHIFF [continuing]. And in part because you thought it would break up your partnership with Mr. Creely. Why do you feel it would have broken up the partnership?

Mr. AMATO. Because in order to put an end to it, I would probably have to report my partner to the bar association and the judge to the judiciary commission.

Mr. SCHIFF. Can you explain that to me?

Mr. AMATO. Well, in Louisiana, if you know someone is violating the ethics rules, you are under an obligation to report it. So I would have had to report my partner. So, in turn, we would have had to report the judge.

Mr. SCHIFF. So if you said no, you felt you would have had to have gone public with——

Mr. AMATO. Correct.

Mr. SCHIFF [continuing]. With the nature of the payments?

Mr. AMATO. Uh-huh.

Mr. SCHIFF. Is that a "yes"?

Mr. AMATO. Yes.

Mr. SCHIFF. When you received the curatorships, you reported that as income to the business.

Mr. AMATO. Absolutely.

Mr. SCHIFF. And when you spend money to take out the advertisements, you deducted that as expenses.

Mr. AMATO. Correct.

Mr. SCHIFF. Did you deduct the—or did you deduct as an expense the amount that you gave to the judge?

Mr. AMATO. No, we paid taxes on it.

Mr. SCHIFF. You paid taxes on the curator income, right?

Mr. AMATO. On whatever our—the curator fee would have been, we would have paid taxes on it.

Mr. SCHIFF. But you did not deduct as an expense the amount you had to pay back to the judge?

Mr. AMATO. No.

Mr. SCHIFF. How were you brought into the *Liljeberg* case?

Mr. AMATO. I got a call from Ken Fonte that they had a—that John Liljeberg and Bobby Liljeberg had a case in Federal court, and would I be interested in taking a look at the case to see if I would take over trying the case?

Mr. SCHIFF. And why did Mr. Fonte bring you into the case? What were you bringing to the table?

Mr. AMATO. Well, I was bringing 35 years of experience. I was bringing trying similar cases. Up until my recent health problems,

I was fairly vigorous at practicing law. And I thought I was a good lawyer.

Now, what were their motives? I don't know. But I know that the Liljebergs had a checkered history in Federal court that, no matter what they did, that they couldn't win a case. They couldn't hire a law firm.

Mr. SCHIFF. Did you believe that at least part of the reason the Liljebergs may have wanted to bring you into the case was because your close friendship with the judge was well known?

Mr. AMATO. I am sure that came into the mix. I don't think it was the primary reason. But I think that came into their decision-making process.

Mr. SCHIFF. So having that relationship with the judge was a benefit to you and Mr. Creely, in the sense that it helped bring business like the Liljebergs?

Mr. AMATO. Yes. No question about that. It was——

Mr. SCHIFF. That is all the questions I have.

Mr. Goodlatte?

Mr. GOODLATTE. Thank you, Mr. Chairman.

Mr. AMATO. I am sorry. Excuse me.

Mr. GOODLATTE. That is all right. Mr. Amato, Mr. Creely testified that these payments were often made by each of you equally. Is that your recollection?

Mr. AMATO. Yes, sir.

Mr. GOODLATTE. And why was that? You say that you received these conservatorships, you made payments—you received payments for them, you deducted the expenses, you paid this separately as a cash item, you didn't write checks to the judge, you gave him cash, but you didn't consider that a part of the business arrangement. Why was that?

Mr. AMATO. Well, if he would have taken the money, all of the fee off the curators, he would have had to pay taxes at the end of the year, when it got to be, you know, you drew $60,000, and I drew $40,000——

Mr. GOODLATTE. No, I am talking about your payments to Judge Porteous. Why did you—the payments that you made, why didn't you include those as a part of your business expenses?

Mr. AMATO. We didn't.

Mr. GOODLATTE. I know. Why not?

Mr. AMATO. I couldn't answer that.

Mr. GOODLATTE. Wasn't it because, as you indicated earlier, that is a violation of Louisiana law to be paying the judge?

Mr. AMATO. Yes, that is probably correct.

Mr. GOODLATTE. And why would you have to wait until your partnership with Mr. Creely broke up before you would report that violation of Louisiana law regarding your and Mr. Creely's relationship with the judge?

Mr. AMATO. We didn't. We didn't report it.

Mr. GOODLATTE. I know you didn't report it, but you said you didn't want—you were worried that, if you didn't make the payments, you would have to break up your partnership. And if you broke up your partnership, you would have to report that relationship and those payments with the judge to some authorities, I presume. Why would you have to wait until your partnership broke up

to do that? Why wouldn't you simply do that because it is a violation of the law in the arrangement that you were in?

Mr. AMATO. Because if it—whenever I would have done it, it would have broken up the partnership.

Mr. GOODLATTE. Well, now we are getting some circular reasoning here. If it were wrong to have made the payments and you would have to report it if your partnership broke up, why wouldn't it be wrong to make the payments and the right thing to do to report it while the partnership's ongoing?

Mr. AMATO. Because it is a relationship I had with Bob Creely that, by reporting it to the bar association, it would have broken the partnership.

Mr. GOODLATTE. So you knew that it was the wrong thing to make those payments to the judge at the time the payments were being made?

Mr. AMATO. Yes.

Mr. GOODLATTE. Now, when you were hired for the *Liljeberg* case, what type of a legal practice did you have back then?

Mr. AMATO. Well, there has been a lot of supposition as to what kind of legal practice I had. I started off——

Mr. GOODLATTE. Let me help you out a little bit. Mr. Creely said that, while he had handled some complex litigation similar to the *Liljeberg* case, you hadn't.

Mr. AMATO. Well, Mr. Creely was mistaken. He misspoke, because I had handled a number of cases, including Omnitech—sorry, *Dr. X v. Clorox*. I handled *Bergeron v. International Marine*. I handled *Call Center v. Acadian Marine*. I handled the *American Tugs v. Hypernia Bank*. I have handled a number of cases. I handled foreign companies. I handled foreign banks.

Mr. GOODLATTE. Now, let me—you said earlier that, during the 2 years that you were working on the *Liljeberg* case, you didn't take any other cases. Is that what you continue to maintain?

Mr. AMATO. I didn't devote any time to acquiring business, because we were working on the *Liljeberg* case.

Mr. GOODLATTE. Well, and you had the *Liljeberg* case on an 8 percent contingent fee——

Mr. AMATO. Right.

Mr. GOODLATTE [continuing]. For which you never recovered any fee. Is that correct?

Mr. AMATO. That is correct.

Mr. GOODLATTE. Because the case was reversed on appeal.

Mr. AMATO. Correct.

Mr. GOODLATTE. How did you live for those 2 years if you weren't taking any other business?

Mr. AMATO. Well, in a business, when you do contingency work, the cases I would be settling, let's say, next week, but cases that have been in my office for 2 or 3 years, and I also had other people in the office working on cases. And I had a partner who was generating an income at the same time.

I mean, at one point in there, we were six or seven lawyers, so, you know, I was going to work every day working on the cases I had, and I was working on *Liljeberg*, but I wasn't, you know, spending a lot of time in acquiring new business during that time. I am not saying I didn't get any cases, but, you know, the acquisi-

tion of business slowed down because of the time I spent on the *Liljeberg* case.

Mr. GOODLATTE. Now, while the *Liljeberg* case was pending and Judge Porteous on the Federal bench was hearing the case, did Judge Porteous ever use any court employees, such as his secretary, to either pick up money from you or request money from you for private purposes?

Mr. AMATO. Rhonda called us on a couple of occasions for things like the——

Mr. GOODLATTE. This is Rhonda Danos, who is his secretary?

Mr. AMATO [continuing]. For the American Cancer Society, Brother Martin's High School, I don't know. I am sure there was other charities that she was involved in and that the judge was involved in. We were always buying tickets for something or another.

Mr. GOODLATTE. Did you write checks for those or did you pay cash for those?

Mr. AMATO. Checks.

Mr. GOODLATTE. You wrote checks?

Mr. AMATO. Obviously.

Mr. GOODLATTE. Because those would have been charitable contributions for which you could take a deduction. Is that not correct? What about cash?

Mr. AMATO. I don't know if she ever did or not. I really don't.

Mr. GOODLATTE. Mr. Creely testified that he provided $1,000 in cash and you provided $1,000 in cash, which was put in an envelope, which Ms. Danos picked up from you.

Mr. AMATO. I don't recall it, but I am—I can't tell you that that didn't happen.

Mr. GOODLATTE. But you don't know for sure?

Mr. AMATO. I don't know for sure.

Mr. GOODLATTE. Were you—did Judge Porteous ever mention to you that gambling debts were why he needed his money, not his son's wedding or other things like that?

Mr. AMATO. No, he never did mention that he had the gambling problem to me.

Mr. GOODLATTE. Did you ever go gambling with him?

Mr. AMATO. Twice.

Mr. GOODLATTE. Can you tell us about those occasions? Did——

Mr. AMATO. I went to Las Vegas in the early 1980's with a number of other lawyers on a junket, and he was on the junket, and he—I saw him play blackjack. And if I am not mistaken, one day in the afternoon, we were to meet at Harrah's in New Orleans, and I don't know if we met or I saw him at the table or what, but that is the extent of it. I never spent any time gambling with Judge Porteous.

Mr. GOODLATTE. I think that is all the questions I have, Mr. Chairman.

Mr. AMATO. Thank you, sir.

Mr. SCHIFF. I thank the gentleman.

Mr. Cohen from Tennessee?

Mr. COHEN. Thank you, Mr. Chairman.

Mr. Amato, you have had a pretty good career as a lawyer, have you not?

Mr. AMATO. I was very proud of my career, sir.

Mr. COHEN. And successful, as well?

Mr. AMATO. I worked very hard, yes.

Mr. COHEN. Right. Where would you estimate, before this case came up in 1997, I guess—when did you get assigned or appointed to this *Liljeberg* case? Was that in 1997?

Mr. AMATO. I don't know the year. It has been so long.

Mr. COHEN. Well, let's give an estimate of 1995-1996. What do you think your typical income was in a year like that?

Mr. AMATO. I really can't tell you, because my income varies year to year.

Mr. COHEN. Yes, I know, but approximately. Were you making six figures?

Mr. AMATO. Yes.

Mr. COHEN. Making $500,000?

Mr. AMATO. No.

Mr. COHEN. Give me in the ballpark, on the typical year.

Mr. AMATO. A hundred and fifty, two.

Mr. COHEN. Hundred and fifty. And in the 2 years that you had this—worked on this case, you didn't take any new business. You basically sacrificed what could have been work that would have developed into, give or take, $300,000, if you amortized over your career. You didn't take any new business. Is that—that is what your testimony——

Mr. AMATO. I did take new business. I did not solicit a lot of new business, because I was busy on the Liljebergs.

Mr. COHEN. Earlier—but first, you said you didn't take any. You spent the whole 2 years working on this case. So that was not accurate.

Mr. AMATO. That is what it seemed like I did for 2 years, was work on the case.

Mr. COHEN. Okay. You didn't take much new business. Most—basically, you worked on the case?

Mr. AMATO. That is a much fairer statement.

Mr. COHEN. And you were totally on a contingency fee?

Mr. AMATO. Correct.

Mr. COHEN. You must have been pretty positive you were going to win this case, to sacrifice the equivalent of $300,000?

Mr. AMATO. When I took that case, I was convinced that the facts were in my favor, the law was in our favor, that the damages were there——

Mr. COHEN. Yes, and what else was in your favor?

Mr. AMATO. That the judge was not unfriendly to us.

Mr. COHEN. Not unfriendly?

Mr. AMATO. Not unfriendly. And——

Mr. COHEN. So you had a pretty good expectancy you were going to win and you were going to collect $500,000 to $1 million?

Mr. AMATO. I have never taken a case without the expectation of winning it. If I would have thought I wouldn't be able to win it no matter who the judge would have been, I wouldn't have taken the case at all.

Mr. COHEN. All right. I practiced some law, but I haven't done a whole lot of trial work.

Mr. AMATO. Yes.

Mr. COHEN. In my knowledge, mostly contingency cases are plaintiffs work. How often does a defendant work on a contingency?

Mr. AMATO. My client wasn't a defendant.

Mr. COHEN. He wasn't?

Mr. AMATO. No, he was a plaintiff.

Mr. COHEN. He was the plaintiff. Okay. Okay. I was given some false information, incorrect information. So he was—he had a plaintiff's case, and you just kind of worked on that and hoped you would collect.

Did you have any idea what the—when the judge came to you and was complaining he didn't have any money to pay for his son's bachelor party or wedding or whatever it was, did you have any idea what a judge's salary was?

Mr. AMATO. I knew it was in the hundreds—hundred and something thousand dollar range.

Mr. COHEN. Right. And that comes to more than a couple of thousand dollars a month. So what you gave him was—I mean, a week. I mean, so what you gave him was a week's salary at—on the low end. Did you ask him if he was having a problem, why he couldn't afford a week's salary?

Mr. AMATO. No, just gave it to him.

Mr. COHEN. You have got lots of friends, don't you?

Mr. AMATO. I did, yes.

Mr. COHEN. Yes. And how many of these other friends did you give money to like that?

Mr. AMATO. I couldn't tell you, sir.

Mr. COHEN. Well, tell me two or three of them and how much you gave them.

Mr. AMATO. I have lent money to my clients over——

Mr. COHEN. Lent?

Mr. AMATO. Just lent.

Mr. COHEN. You gave money to the judge.

Mr. AMATO. Yes.

Mr. COHEN. How many people did you give money to?

Mr. AMATO. Couldn't tell you. I couldn't tell you.

Mr. COHEN. Because there weren't any, were there?

Mr. AMATO. There was some, but none to the extent that Judge Porteous.

Mr. COHEN. And was it because you liked Judge Porteous that much more? Was it because you felt so much more sorry for him? Or was it because he was a judge with a $500,000 to $1 million judgment in your future?

Mr. AMATO. Probably a combination of all three.

Mr. COHEN. And if you had to kind of do a weighted verdict, what percentage would you give the judgment you were looking toward?

Mr. AMATO. I would give having the judge being not unfriendly, 10 percent.

Mr. COHEN. Ten percent?

Mr. AMATO. Yes.

Mr. COHEN. And the other 90 percent was you felt sorry for him? I am talking about the idea of why you gave him this money and you didn't give other people money. And you said there were three reasons, and one of them is you felt sorry for him, and one of them,

he was your friend, and the other was he had this case before him which meant a lot to your financial future.

Now, sometimes in damages, you can apportion damages, and you can give a certain percentage on each one that everybody takes a portion percentage—their negligence, in comparative negligence. What comparative part of that factor would you allocate to the judge's being the determiner of your financial fate?

Mr. AMATO. Well, he was——

Mr. COHEN. Seventy percent, eighty percent?

Mr. AMATO. Probably, yes.

Mr. COHEN. I think the facts speak for themselves. This sounds like the—that the situation down there in this case where you have got—what are these things called, these cases you have got, the—where you have got these appointments?

Mr. AMATO. Curatorships.

Mr. COHEN. Curatorships. Is this the judicial deduct box?

Mr. AMATO. I don't think so.

Mr. COHEN. Sounds like it.

Time.

Mr. SCHIFF. The gentleman yields back.

Mr. Sensenbrenner?

Mr. SENSENBRENNER. Thank you, Mr. Chairman. I just have a few questions.

After the trial was concluded and while a decision was pending, did Judge Porteous ever solicit a cash contribution from you?

Mr. AMATO. No.

Mr. SENSENBRENNER. Okay. Were any payments made by you to Judge Porteous between the time the trial was concluded and before the decision was rendered?

Mr. AMATO. None other than the one I discussed of June 1999.

Mr. SENSENBRENNER. Okay. And——

Mr. AMATO. His son's wedding.

Mr. SENSENBRENNER. Okay. So—and this was in the amount of approximately $2,000 for his wedding?

Mr. AMATO. Yes.

Mr. SENSENBRENNER. Were there any other solicitations related to the wedding or a bachelor party during this period?

Mr. AMATO. Not that—not from me. Not—no.

Mr. SENSENBRENNER. Okay. Do you have knowledge of any other solicitations that were made?

Mr. AMATO. No.

Mr. SENSENBRENNER. Okay. Thank you.

Mr. SCHIFF. The gentleman yields back.

Mr. Johnson?

Mr. JOHNSON. Thank you, Mr. Chairman.

Let me ask this question. You are familiar with this kickback scheme involving the curatorships, correct?

Mr. AMATO. Correct. Yes, sir.

Mr. JOHNSON. And the kickback scheme involved the judge forwarding—unsolicitedly forwarding to your firm the curatorships in return for you paying the judge the monies that your firm received for the—for the curatorships. Is that correct?

Mr. AMATO. Part of the money, yes. Part of the money, yes, sir.

Mr. JOHNSON. Part of it is yes?

Mr. AMATO. Part of—part of the fee, not the whole amount, part of the fee.

Mr. JOHNSON. Okay. But you never solicited these curatorships?

Mr. AMATO. No. I don't think I ever got one from him. I am not sure, but I don't think I even got a curator case from Judge Porteous.

Mr. JOHNSON. So you—you were not a part of the—of the scheme for the curatorships?

Mr. AMATO. I never talked to Judge Porteous about curator cases at all, never once the whole time. I never talked to him about curator cases.

Mr. JOHNSON. Okay. You did talk with your partner, though, about it, Mr. Creely?

Mr. AMATO. Correct. Correct.

Mr. JOHNSON. And that was during the time that—that was during the time that—that this—these curatorships were coming in to the office? Is that correct?

Mr. AMATO. At some point in time, I think that the curatorships were coming in—after they started coming in, Bob came to me and said, "Porteous wants some of the money from the curator cases." That is what I recall.

Mr. JOHNSON. So do you agree that that was a kickback scheme?

Mr. AMATO. I don't know what the legal definition with that would be.

Mr. JOHNSON. Well, just—not a legal definition, but a—just a common knowledge definition. How did that scheme differ from a kickback scheme?

Mr. AMATO. It probably didn't.

Mr. JOHNSON. It probably did not? All righty.

And, listen, I see that you are—came to court today in—with a wheelchair.

Mr. AMATO. Yes, sir.

Mr. JOHNSON. Are you still practicing law right now?

Mr. AMATO. Not very much. I am trying to get to Medicare. I hope you all pay us some health legislation.

Mr. JOHNSON. Well, I like that. I like that. I voted for that myself, as a matter of fact. Bingo.

Mr. AMATO. I must have hit a——

Mr. JOHNSON. Bingo. No further questions. No, I am just kidding. I am just kidding. So is Mr. Creely still your partner?

Mr. AMATO. No, he is not my partner. I don't know what he is—I know he is practicing law, but that is—it is——

Mr. JOHNSON. At any time after Judge Porteous was confirmed as a U.S. district court judge, at any time thereafter, did you provide any cash payments to him?

Mr. AMATO. I am sure I did. I just don't—I—I know we paid for, you know, a couple of things. I know we paid for his son being, you know, a part of the—his son being part of the—an externship, part for his anniversary party. You know, that is all I can recall.

Mr. JOHNSON. Now, this—have you been the subject of a bar complaint regarding your relationship——

Mr. AMATO. It is my appreciation that that is confidential.

Mr. JOHNSON. Well, I am not asking you for the ruling on it, but you have been the subject—is that case—what posture is that case in now?

Mr. AMATO. Not comfortable.

Mr. JOHNSON. Well, I am sure. I am sure not. But is it—has the case already been disposed of?

Mr. AMATO. No.

Mr. JOHNSON. So it is pending?

Mr. AMATO. Yes.

Mr. JOHNSON. When was the complaint filed?

Mr. AMATO. I——

Mr. JOHNSON. The bar complaint.

Mr. AMATO. It has been at least a year.

Mr. JOHNSON. Any—have you filed a responsive pleading?

Mr. AMATO. I am being represented, and I am sure they are doing whatever they need to do.

Mr. JOHNSON. Okay. But—is—are you accused in the bar complaint of a disbarrable offense?

Mr. AMATO. The Louisiana State Bar can disbar you for just about anything.

Mr. JOHNSON. Well, now, let me ask you this question. Did Judge Porteous—I think you said he paid for one lunch.

Mr. AMATO. Yes.

Mr. JOHNSON. How many times did you all go to lunch together and you picked up the tab?

Mr. AMATO. Hundreds.

Mr. JOHNSON. When he picked up the tab, was that only for himself or was that for he and you?

Mr. AMATO. Both of us.

Mr. JOHNSON. And did you—you have had some discussions with Judge Porteous about the *Liljeberg* recusal motion, have you not?

Mr. AMATO. No.

Mr. JOHNSON. You have never discussed that case?

Mr. AMATO. No. I never discussed the recusal motion with him.

Mr. JOHNSON. But you have discussed the case?

Mr. AMATO. I have—I asked him, after the case was tried, when could—you know, how was the judgment coming? And he told me that he didn't have a law clerk who could spend enough time to render a decision. Also, at some point, he told me that you better prove your case, because the fifth circuit will take it away if you don't. And that is—I thought I proved my case, and the fifth circuit took the case away, took the judgment away.

Mr. JOHNSON. Did you take the case—ask for an en banc hearing or oral arguments, anything like that?

Mr. AMATO. I didn't handle the appeals, but I think they went all the way to reach the United States Supreme Court.

Mr. JOHNSON. You—the judge never paid you back any of the money that you gave him, cash money?

Mr. AMATO. No. No, he has never paid me back.

Mr. JOHNSON. So out of the approximately $10,000 that you say you gave Judge Porteous, would about half of that been before he become a Federal court judge?

Mr. AMATO. I think most of it was before he became a Federal judge.

Mr. JOHNSON. But there were—there was some. Approximately how much would you say?

Mr. AMATO. Well, the only thing I can tell you for sure was that the money for his son's wedding.

Mr. JOHNSON. Did you go to Las Vegas with him to gamble?

Mr. AMATO. I did not.

Mr. JOHNSON. Did you have any input in the preparation of the responsive pleadings to the motion to recuse in the *Liljeberg* case?

Mr. AMATO. No, I did not.

Mr. JOHNSON. What was your role during that—that part of the case?

Mr. AMATO. The recusal?

Mr. JOHNSON. Yes. Because you were attorney of record on the case, correct?

Mr. AMATO. Sat in the courtroom and kept my mouth shut.

Mr. JOHNSON. And you were attorney of record, as well?

Mr. AMATO. I was one of the attorneys of record. There was five attorneys of record——

Mr. JOHNSON. But you weren't the lead attorney?

Mr. AMATO [continuing]. And a sixth attorney assistant.

Mr. JOHNSON. This is the case that you were going to take an 8 percent contingent fee out of?

Mr. AMATO. Yes.

Mr. JOHNSON. What kind of case was that, by the way?

Mr. AMATO. It was with Lifemark and Tenet Healthcare stole my client's hospital and tried to put him out of business.

Mr. JOHNSON. All right, so a business tort?

Mr. AMATO. It was a business tort that went on for years and that was very convoluted and very difficult. And——

Mr. JOHNSON. Well, let me ask you this question, sir. Your physical disability that you have that requires you to be in a wheelchair, is that because you—does this condition cause you to be unable to walk?

Mr. AMATO. I can walk a certain distance, but I can't walk more than a block without aid. I do very little walking. I haven't traveled in 10 years on a plane. And I was lucky enough that the hotel rented wheelchairs, because I would have never made here without it.

Mr. JOHNSON. Well, what is the reason for the wheelchair today?

Mr. AMATO. Because I have a degenerative disc disease. I have had—my bottom of my spine is fused. I have cervical stenosis. I have lumbar stenosis. I have neuropathy in my hands and my feet. I have had two aortic aneurysm surgeries in the past year.

Mr. JOHNSON. Okay. I got——

Mr. AMATO. I have cancer.

Mr. JOHNSON. I got the—got the gist of it. You are not in good health at this time?

Mr. AMATO. Well, it depends on what doctor I go to.

Mr. JOHNSON. Well, let me ask you, did you ever provide the judge or facilitate the judge's acquisition or use of any tangible item, be it a car, boat, airplane, any kind of service during the period in question?

Mr. AMATO. He went fishing with us. I don't——

Mr. JOHNSON. Well, did—but did you facilitate his acquisition of a boat?

Mr. AMATO. No, no. No, no.

Mr. JOHNSON. Or house?

Mr. AMATO. No.

Mr. JOHNSON. Or any other tangible item?

Mr. AMATO. No.

Mr. JOHNSON. Did you make any gifts yourself to Judge Porteous's family members or other relatives?

Mr. AMATO. Wedding presents. Wedding presents.

Mr. JOHNSON. Wedding presents for the son?

Mr. AMATO. His children, yes.

Mr. JOHNSON. What was that present, by the way? Or what were the presents?

Mr. AMATO. I think we gave them cash.

Mr. JOHNSON. Gave the son cash?

Mr. AMATO. The son cash for the wedding present.

Mr. JOHNSON. How much was that, you think?

Mr. AMATO. I think it was about $250.

Mr. JOHNSON. Did you—you did make payments to Judge Porteous prior to the Liljeberg trial while you were signed on to the case as an attorney for the plaintiff? Is that correct?

Mr. AMATO. I don't understand the question. I am sorry.

Mr. JOHNSON. After you signed onto the *Liljeberg* case——

Mr. AMATO. Okay.

Mr. JOHNSON [continuing]. Had you—after you signed up for that case, did you give the judge any money?

Mr. AMATO. Other than the money for the son's wedding, I don't think so. I don't recall any.

Mr. JOHNSON. And you gave that money for the son's wedding to the son?

Mr. AMATO. To the judge.

Mr. JOHNSON. To the judge?

Mr. AMATO. Yes.

Mr. JOHNSON. And that was cash money?

Mr. AMATO. Yes.

Mr. JOHNSON. Did he ask you for that?

Mr. AMATO. Yes.

Mr. JOHNSON. He asked you specifically for $250 for his son?

Mr. AMATO. No. No.

Mr. JOHNSON. Well, what did he ask you?

Mr. AMATO. He asked me to help pay for his son's wedding.

Mr. JOHNSON. Was there any suggestion from him how much to pay?

Mr. AMATO. I want to say he told me that he was short $2,500 on—for the wedding, that his portion was $2,500 that he didn't have.

Mr. JOHNSON. And the wedding was in 1999?

Mr. AMATO. Over 10 years ago, 1999.

Mr. JOHNSON. I have no further questions at this time.

Mr. SCHIFF. The gentleman yields back.

Mr. Lungren?

Mr. LUNGREN. Thank you very much, Mr. Chairman.

Now, Mr. Amato, looking at the report and recommendation of the Judicial Conference Committee on Judicial Conduct and Disability, their findings—page 22—contains this statement: "Much of the available evidence concerns Judge Porteous's solicitation and receipt of cash payments from a law firm, *Amato v. Creely,* with business before him as a Federal judge. This was a continuation of a relationship begun when Judge Porteous was a state court judge. While he was a state court judge, the law firm had indicated to Judge Porteous that it was unhappy with having to bear expenses or repeated payments to him."

"In response, Judge Porteous frequently appointed the court to curatorship proceedings and at Judge Porteous's suggestion, received in return a portion of the fees paid."

Do you have any—do you accept those facts as contained in this statement of facts in the report and recommendation of the Judicial Conference.

Mr. AMATO. I don't have any way to dispute it, no. That apparently is what happened between Judge Porteous and——

Mr. LUNGREN. And your law firm?

Mr. AMATO. Yes.

Mr. LUNGREN. It says further, on page 23, "Judge Porteous and his benefactors used methods of payments that left no paper trail. The gifts described above were always either in cash or direct payments of expenses to vendors. No checks to Judge Porteous were used."

Is that the facts, as far as you are concerned?

Mr. AMATO. I don't know of any vendors that we paid anything to, but we never did give him any checks.

Mr. LUNGREN. Why? Why was it in cash? What was your purpose in making sure that they were cash payments?

Mr. AMATO. I presume that the——

Mr. LUNGREN. No, I don't want a presumption. This is why you did this or you in concert with your partner did this. Why did you give him cash?

Mr. AMATO. Because we made a bad mistake.

Mr. LUNGREN. Well, I mean, I know you made a bad mistake, but why would you give him cash? Why would you not give him a check in accordance with your usual procedure, running your law firm?

Mr. AMATO. I have no further answer I can give, sir. I mean, we just did it that way.

Mr. LUNGREN. Was it part of the deceit?

Mr. AMATO. Yes.

Mr. LUNGREN. All right. Now, interestingly enough, they say further that Judge Porteous's financial disclosure form contains no record of these benefits. Had they been disclosed—that is, the benefits—opposing parties could have sought recusal and, were it denied, could have sought appellate relief. And the controlling authority is a case called *Liljeberg v. Health Services Acquisition Corp.* from 1988. Is that the same client that you had in Liljeberg?

Mr. AMATO. Yes.

Mr. LUNGREN. And in that case, the finding was a vacation of judgment where a district judge failed to disclose he was a trustee of a university that had substantial business dealings with the liti-

gant before his court. Were you aware of that finding or that ruling at the time?

Mr. AMATO. I am aware of that ruling, yes.

Mr. LUNGREN. So a controlling authority on—in terms of recusal not only was known to you, but actually, it involved a case with the—the same person, the same entity that hired you for your work. Is that correct?

Mr. AMATO. Correct.

Mr. LUNGREN. Now, you said earlier about why they hired you. You said that it was for your experience and so forth. And according to the findings of the Judicial Conference Committee on Judicial Conduct and Disability, you were brought in 39 months after the case was originally filed and just 2 months before it was to go to trial before Judge Porteous. Is that correct?

Mr. AMATO. I presume it is. I don't—I don't recall it that way, but I have no reason to doubt that that is——

Mr. LUNGREN. And you still stand on your statement that they were hiring you because of your experience in Federal court?

Mr. AMATO. I think they were hiring me because I had a lot of trial experience. That is one of the reasons, yes.

Mr. LUNGREN. And one of the statements you made was that you would not have taken this case unless you thought you could win, correct?

Mr. AMATO. Correct.

Mr. LUNGREN. You are aware of the appellate court reversal of the decision by Judge Porteous?

Mr. AMATO. I think they were wrong.

Mr. LUNGREN. You think they were wrong?

Mr. AMATO. Yes.

Mr. LUNGREN. So when they said, "The extraordinary duty the district court imposed upon Lifemark, who loaned money to build the hospital and held the mortgage on it to secure its payment, is inexplicable," you find that an erroneous decision by them or erroneous conclusion by them?

Mr. AMATO. Yes.

Mr. LUNGREN. Where they say, "The district court's finding of a conspiracy to wrest control of the hospital and medical office building from Liljeberg and the Liljeberg Enterprises border on the absurd," you disagree with that?

Mr. AMATO. Absolutely.

Mr. LUNGREN. I see.

And where the appellate court says, "The district court in Liljeberg Enterprises offer no statutory or case law support law for this proposition, a conspiracy theory, for the simple reason that it is not the law," you disagree with them on that?

Mr. AMATO. I would have to read more of the decision, but, yes, I think the court of appeals was wrong. I still think the court of appeals was wrong.

Mr. LUNGREN. And where they say, "The idea that Lifemark deliberately subordinated its mortgage interest to Travelers, knowing it would result in a required payment, to wit, approximately $7.8 million, to Travelers at any judicial sale, comes close to being nonsensical," you find that wrong?

Mr. AMATO. Yes, because there was other litigation going on between Travelers and Jones Walker and—well, Lifemark was purchased by Tenet. That was going on almost simultaneous with this case, where all that was litigated.

Mr. LUNGREN. And further on, when they talk about Lifemark as a mortgagee, did not have a duty to protect the hospital owner from other creditors asserting their rights against the hospital, as the district court held Lifemark did. And then further on, they said this is a chimera or "chimera," existing nowhere in Louisiana law, it was apparently constructed out of whole cloth. You disagree with them on that?

Mr. AMATO. Yes, sir.

Mr. LUNGREN. But they did hire you because of your knowledge of the law and your ability in Federal court?

Mr. AMATO. Yes.

Mr. LUNGREN. Your law firm had a number of other—a number of other curatorships besides the ones sent to you by Judge Porteous—by the judge in this case, correct?

Mr. AMATO. I am sure we received other curator cases. I don't——

Mr. LUNGREN. You are not aware whether you did or you didn't?

Mr. AMATO. No, I said I am sure we did receive other curator cases.

Mr. LUNGREN. In any of those cases, did you—are you aware of the judge who sent them to your office requesting payments either in cash or by check?

Mr. AMATO. No.

Mr. LUNGREN. So this is not a usual practice in New Orleans?

Mr. AMATO. No.

Mr. LUNGREN. When, if ever, did your ethnical antennae go up and indicate to you that something was wrong here?

Mr. AMATO. I couldn't tell you when.

Mr. LUNGREN. According to your testimony before the court proceedings with Chief Justice—Judge Jones, Judge Benevides asked you about the—the curatorships, and they asked you how much, and you said it was never an amount that was astonishing. It was always a couple thousand dollars.

Judge Benevides, "A couple thousand dollars sometimes every 6 months and sometimes every 3 or 4 weeks?" "Yeah, but, I mean, it wasn't a constant thing. It wasn't, you know, look, I expect a check every Thursday or Friday or 2 weeks or anything like that."

But it was repetitive, correct?

Mr. AMATO. Yes, sir.

Mr. LUNGREN. And it took place over years?

Mr. AMATO. Yes, sir.

Mr. LUNGREN. And as you say, it was always a couple thousand dollars? That was your testimony under oath before that panel.

Mr. AMATO. I think that is correct, yes.

Mr. LUNGREN. We have had testimony about the draw that you or Mr. Creely made that is we believe $2,000, and Rhonda Danos came to pick it up. You do or do not recall that?

Mr. AMATO. I don't recall that specifically. I really don't, sir.

Mr. LUNGREN. During the pendency of the Federal case, do you recall making payments of cash to the judge?

Mr. AMATO. The only one I recall was for his son's wedding.

Mr. LUNGREN. Was that before, at the time that it was pending, or after the recusal motion?

Mr. AMATO. It was prior to the judgment being rendered, after the recusal motion and the trial.

Mr. LUNGREN. It was following the decision, the recusal motion that you then gave him money in that specific instance?

Mr. AMATO. That is when his son got married, in June 1999, and I think the recusal motion was some years before that.

Mr. LUNGREN. Thank you very much.

Thank you, Chairman.

Mr. SCHIFF. The gentleman yields back.

At this point, Mr. Westling, if you have some questions, you may proceed.

Mr. WESTLING. Thank you, Mr. Chairman.

Mr. Amato, I will try to work through this quickly. I know you have been up here a long time.

First, I think I just want to clarify: Your testimony has been clear that there was only a single time that Judge Porteous ever asked you for cash money, and that was in connection with his son's wedding. Is that correct?

Mr. AMATO. That is correct.

Mr. WESTLING. So when you tell us about your knowledge about money and the curatorships, that was, in fact, something that you did not handle personally. Is that correct?

Mr. AMATO. That is correct.

Mr. WESTLING. That was something Mr. Creely handled?

Mr. AMATO. Yes.

Mr. WESTLING. And so, as a practical matter, you would say that he would recollect those facts better than you. Is that correct?

Mr. AMATO. Yes.

Mr. WESTLING. Okay. Now, moving on to the period of time—Judge Porteous became a Federal judge in 1994, as you are aware. He was confirmed on October 11, 1994. Does that sound about right to you?

Mr. AMATO. I have no way to dispute that.

Mr. WESTLING. And it was some couple of years later that you were actually retained to get involved in the Liljeberg case, correct?

Mr. AMATO. Yes.

Mr. WESTLING. All right. Now, Mr. Amato, you have talked some about your law practice. Were you typically a contingency lawyer?

Mr. AMATO. Yes.

Mr. WESTLING. So you were a person that was engaged in a business of evaluating cases before you got involved in them in an attempt to determine whether you thought you could bring back a judgment. Is that a fair statement?

Mr. AMATO. Correct.

Mr. WESTLING. And so, in this particular case, you made a comment about looking at the facts, looking at the records, and the work that you did in that regard. You also made a comment about a judge who was not unfriendly to you.

Mr. AMATO. Correct.

Mr. WESTLING. And I want, from a plaintiff's lawyer's perspective, what does that mean?

Mr. AMATO. That means a judge who will listen to you and hopefully will rule correctly, as opposed to some, you know, agenda that the judge has that is pro-defendant, pro-plaintiff, pro-whatever.

Mr. WESTLING. And so when you used the term "not unfriendly," you didn't mean it was because it was Tom Porteous. You meant it was because it was a fair judge. Is that correct?

Mr. AMATO. Correct.

Mr. WESTLING. Have you known throughout your career Judge Porteous to do the right thing?

Mr. AMATO. Always.

Mr. WESTLING. Did you feel like your relationship ever made a difference when you were in his court, in terms of the way he would eventually rule?

Mr. AMATO. No.

Mr. WESTLING. Now, you have talked about the recusal motion, and that was, I think, filed in October 1996. Does that sound about right?

Mr. AMATO. Yes.

Mr. WESTLING. You were brought in about a month before that. Does that sound about right?

Mr. AMATO. I don't know when I was brought in.

Mr. WESTLING. Do you also know that Mr. Mole was only in the case about 5 or 6 months before you were brought in?

Mr. AMATO. No, I didn't know that.

Mr. WESTLING. So you have new counsel on both sides of this case and a recusal motion that has been filed. Is that a fair statement?

Mr. AMATO. Yes, that is apparently what happened.

Mr. WESTLING. You were brought in by lawyers who were already working on the case, correct?

Mr. AMATO. Yes.

Mr. WESTLING. And one of those lawyers was a gentleman by the name of Don Richard?

Mr. AMATO. Yes.

Mr. WESTLING. And he remained involved in the case through the trial, correct?

Mr. AMATO. Don was basically lead, and I was second chair, and we did the bulk of the trial work and trial preparation.

Mr. WESTLING. Now, you went through this very lengthy trial, and it was some 2 years later—well, I guess a year later that the case was tried, in 1997. Is that right?

Mr. AMATO. I don't—yes.

Mr. WESTLING. Okay. Now, Mr. Amato, this was a contentious piece of litigation, fair statement?

Mr. AMATO. Absolutely.

Mr. WESTLING. Have you ever seen a fight like this in any other case you have ever handled?

Mr. AMATO. Well, I have been in some pretty good fights, but this was a good fight. I mean, this was—this was, you know, blood and guts, up against the wall, no holds barred, you know, anything that they could do, they did.

Mr. WESTLING. As a practical matter, this case had a lengthy history before you had gotten involved in it. Is that correct?

Mr. AMATO. Yes.

Mr. WESTLING. And it had been a tactic used by both sides, the Liljebergs and by Tenet, to seek to disqualify judges in this case?

Mr. AMATO. I know that it happened on some occasions prior to my entering the case.

Mr. WESTLING. Isn't it fair to say that Judge Porteous made very clear when the case got to him—and if you know this, you do, and if you don't, just tell me—that he was insistent that the case would not delay any longer, but it would get to trial and resolution?

Mr. AMATO. Yes.

Mr. WESTLING. Okay. Now, you have also indicated that your sense of the facts was that the Liljebergs had been victims of Lifemark. Is that fair?

Mr. AMATO. Yes.

Mr. WESTLING. And that, in fact, they had been victims because of a certain amount of dishonesty, thievery, whatever the right term is, by the other side. Is that correct?

Mr. AMATO. Those terms sound like Lifemark and Tenet.

Mr. WESTLING. And so we are dealing here with a major national corporation. Is that correct?

Mr. AMATO. Yes.

Mr. WESTLING. And it was basically Tenet Healthcare. Is that right?

Mr. AMATO. That is correct.

Mr. WESTLING. And they are the same company that entered into a $900 million settlement for their falsehoods with the Federal Government within the last several years?

Mr. AMATO. Yes. And during the pendency of this suit, we filed a qui tam suit—or a qui tam complaint against Tenet for all of the Medicaid fraud that they committed at the hospital. And the U.S. attorney in New Orleans at the time, Eddie Jordan, decided that it wasn't worth pursuing.

Mr. WESTLING. All right. Now, in this particular case, you have indicated that you felt confident that the result that Judge Porteous reached in issuing his more than 100-page opinion was correct. Is that right?

Mr. AMATO. Yes.

Mr. WESTLING. When you went to the fifth circuit—I know you didn't handle the appeal—but lawyers went to the fifth circuit, there were issues that were critical that related to Louisiana law that were before the fifth circuit. Is that correct?

Mr. AMATO. Specifically to Louisiana law.

Mr. WESTLING. And the three judges who sat on that panel are all Texas judges with no experience in Louisiana law. Is that fair?

Mr. AMATO. They were Texas judges. I don't know what Louisiana experience they have.

Mr. WESTLING. Do you know whether they had ever taken or passed the Louisiana state bar examination?

Mr. AMATO. No, I wouldn't know that. I really wouldn't——

Mr. WESTLING. And just so it is clear, for the benefit of those present, Louisiana has a different body of law when it comes to just about everything that relates to civil interaction, in terms of obligations, contract and the like. Is that fair?

Mr. AMATO. To some great extent, yes.

Mr. WESTLING. Mr. Amato, did you ever give Tom Porteous any money because he was a judge?

Mr. AMATO. No.

Mr. WESTLING. You gave it to him because he was your friend. Is that a fair statement?

Mr. AMATO. Correct.

Mr. WESTLING. I have no further questions, Mr. Chairman.

Mr. SCHIFF. Mr. Amato, we have a few follow-up questions for you. Let me pick up where counsel just left off.

You stated in your testimony that there was never a doubt in your mind that, once the curatorships started, the money that the judge was asking for was coming out of the curatorships. Is that right?

Mr. AMATO. Yes.

Mr. SCHIFF. Was that based on conversations you had with Mr. Creely?

Mr. AMATO. Yes.

Mr. SCHIFF. Mr. Creely made it plain in those conversations that the judge was calling and he wanted the money from the curatorships?

Mr. AMATO. Yes.

Mr. SCHIFF. And you remember that distinctly?

Mr. AMATO. We are talking 25 years ago. I mean, how—you know, I knew some discussion took place that—you know, that this was something that we would have to deal with.

Mr. SCHIFF. Were you aware that the judge would call your office periodically to find out how many curatorships he had sent over there recently?

Mr. AMATO. No, I don't recall him calling. I recall Mr. Creely complaining about him calling, but I don't recall him calling.

Mr. SCHIFF. And what were the nature of the complaints that Mr. Creely made?

Mr. AMATO. Calling about the curators. Tom is calling about the curators.

Mr. SCHIFF. And why was he calling about the curators? What was the gist of it?

Mr. AMATO. I guess he needed money.

Mr. SCHIFF. Was there any other purpose for him calling about the curators?

Mr. AMATO. Not that I know of.

Mr. SCHIFF. He didn't get involved personally in finding out whether you took out advertisements on behalf of absent plaintiffs or parties, did he?

Mr. AMATO. I don't know what did. I doubt it.

Mr. SCHIFF. You during the Liljeberg case had an attorney-client relationship with Liljeberg, correct?

Mr. AMATO. Absolutely.

Mr. SCHIFF. And that relationship continues to this day, in the sense that you are not—Liljeberg hasn't waived its right to demand your confidence, correct?

Mr. AMATO. That is correct.

Mr. SCHIFF. And because of the relationship, you would not be in a position to come in to the hearing today and give us private information about weaknesses in Liljeberg's case, would you?

Mr. AMATO. I don't think so. I don't think I could be in the position, and I am not—I don't think I am in a position to violate the attorney-client privilege. And more so, I don't think I am in a position to discuss the Liljeberg case, because I hadn't looked at it.

Mr. SCHIFF. What—and I want to make clear, we are not asking you to do either, but I do want to ask you whether you consider yourself still bound by your relationship with Liljeberg.

Mr. AMATO. Yes.

Mr. SCHIFF. You mentioned in answer to Mr. Cohen's questions that there were several reasons why, when the judge hit you up for money during the fishing trip, that you gave it to him.

Mr. AMATO. Yes.

Mr. SCHIFF. You mentioned it was part friendship. You mentioned it was part feeling sorry for him. And you mentioned it was part that he was a judge presiding over a major case that you had before him, correct?

Mr. AMATO. Yes.

Mr. SCHIFF. And he asked you if you could quantify, well, how much of your motive in giving the money was related to each of those three things, right?

Mr. AMATO. I think we tried to get there, yes.

Mr. SCHIFF. And if I understood you correctly, you said that 70 percent—70 percent to 80 percent of the reason you gave him the money was this was a judge presiding over this case you had, right?

Mr. AMATO. No, I thought it was the other way around. I thought it was 10 percent to 20 percent because it was a judge who was listening to the case as opposed to the friendship I have had with him for—ever since he got out of law school.

Mr. SCHIFF. Well, I am glad, because I want to clarify this. So in your estimation, then, 70 percent to 80 percent was friendship and 10 percent to 20 percent was this is a judge presiding over a very important case to me?

Mr. AMATO. Yes.

Mr. SCHIFF. You also mentioned, I believe in answer to Mr. Johnson's questions, you were asked about, wasn't this just a classic kickback scheme? I think he asked you, but again it was sort of a double negative, and I want to make sure we have it correct. This didn't differ, I think was his question, from a kickback scheme. Let me ask it in the affirmative: This was really a form of a kickback scheme, wasn't it?

Mr. AMATO. I really don't know how to answer that question, because there was never anything done as far as Tom sending curators, but you have got to do this for us on another case or you have got to let Joe Smith out of jail or anything like that. I think that would qualify as a kickback scheme. What this qualifies as, Lord only knows.

Mr. SCHIFF. Mr. Amato, would you consider it a kickback scheme if someone sends you business, a curatorship, with expectation you will kick back some of that money to a person who sent you the case?

Mr. AMATO. It would fit into that definition.

Mr. SCHIFF. So wasn't this a classic kickback arrangement?

Mr. AMATO. Yes.

Mr. SCHIFF. On the fishing trip, you mentioned that the judge—well, actually, let me ask you. I don't know if it was on the fishing trip. You mentioned that, during the pendency of the Liljeberg case, you had a conversation—maybe more than one conversation—with the judge about the Liljeberg case. And you said something very interesting. You said that the judge told you, "You'd better prove your facts, because otherwise the fifth circuit will take it away." Is that what the judge told you?

So the judge didn't tell you, you needed to prove the facts to him. You needed to prove the facts, because otherwise the court of appeals would reverse, and that was his message to you.

Mr. AMATO. No, his message was, you had better have a good case and you had better give me enough evidence that will withstand an appeal. And I thought that we did that.

Mr. SCHIFF. So he was telling you, you had better have enough evidence that I can rule in your favor, otherwise, if I do, I will be reversed?

Mr. AMATO. If I didn't, he would be reversed.

Mr. SCHIFF. That was his——

Mr. AMATO. If I proved—listen, it is not hard to explain, but I thought we over-proved the case. We produced their executives to testify as to how they set up a scheme to defraud my client.

Mr. SCHIFF. Mr. Amato, I want to ask you about your conversations with the judge. I appreciate your feeling about the merits of the case, but I just want to make sure that we have this accurately. What the judge told you was not that you had to prove the case for his benefit, that you needed to show the facts. Otherwise, the fifth circuit would reverse him. Is that the message he gave you?

Mr. AMATO. No. The message he gave me was, you are not getting a gift. You are going to try your case, and you are going to prove your case, and you are going to have to prove it to such an extent that the court of appeals is going to leave it alone.

Mr. SCHIFF. Why would he mention the court of appeals? Why wouldn't he say, "You are going to have to prove it to my satisfaction"?

Mr. AMATO. Because there is a history of the court of appeals that every case that the Liljebergs ever had did something to overturn the decision.

Mr. SCHIFF. And when you asked him how is the judgment coming, this was at a time when it had been under submission for some time?

Mr. AMATO. Yes.

Mr. SCHIFF. Was this on the fishing trip?

Mr. AMATO. No.

Mr. SCHIFF. Was it before or after the fishing trip?

Mr. AMATO. I couldn't tell you. I really couldn't, Mr. Schiff. You know, you are talking stuff that happened 10, 15 years ago. And I—sequentially, I cannot answer. I just don't know.

Mr. SCHIFF. And when the judge told you that you needed to prove the case or the fifth circuit would take it away, was it just the two of you, or were there other people present?

Mr. AMATO. I don't know. I don't know. I don't know who was there.

Mr. SCHIFF. Did you ever disclose to opposing counsel that you had had this ex parte communication about the case with the judge?

Mr. AMATO. I didn't think it was ex parte communication. We didn't discuss the issues. We didn't discuss facts. We didn't discuss witnesses. You know, it is probably like, you know, how are you going to vote on something? You don't have to give a reason. You can just—you know, I am going to vote Democrat this year or Republican this year. But you don't give a reason.

Mr. SCHIFF. I don't think the relationship of an attorney representing a client before a judge is the same as how are you going to vote in an election. You didn't feel you had any obligation to disclose to opposing counsel that you were discussing the pendency of a matter with the judge without any others present?

Mr. AMATO. No, I didn't consider it a discussion of the facts of the case or the merits of the case.

Mr. SCHIFF. When Mr. Lungren asked you about why you had paid in cash rather than wrote a check from the firm to the judge, wasn't this in large part, if not exclusively, because you didn't want a paper trail?

Mr. AMATO. No paper trail.

Mr. SCHIFF. And, finally, you used the word unfriendly.

Mr. AMATO. I am sorry?

Mr. SCHIFF. You used the word unfriendly, that you thought you had a good chance to prevail on the case because the judge was not unfriendly. Similarly, you mentioned that you thought maybe one of the reasons why you were brought into the case was because of the wide knowledge that you had a friendship with the judge. Part of that friendship was providing him with thousands of dollars, wasn't it?

Mr. AMATO. I think Tom and I would have been friends no matter what, but I am sure he appreciated our generosity or our friendship shown that way.

Mr. SCHIFF. I have no further questions.

Mr. Goodlatte?

Mr. GOODLATTE. Thank you, Mr. Chairman.

Mr. Amato, to follow up on the question of the Chairman regarding your discussions with Judge Porteous about the Liljeberg case, did you ever have any discussions with him about the potential award in the case?

Mr. AMATO. No, never did.

Mr. GOODLATTE. Well, then how did he come to have a conversation with you in which you talked about having to prove your case, and you characterized his message to you—I am not saying these are his words—but you characterized his message to you as, "You are not getting a gift." How did you come to have a conversation with him where he would send a message to you, "You are not getting a gift. You have to prove your case"?

Mr. AMATO. Let me see if I understand the question. I think that the message he was trying to convey was that you—if you don't prove your case to a preponderance——

Mr. GOODLATTE. I know what his message was. When did it occur? How did it come about? How did you happen to be talking to him?

Mr. AMATO. I don't know if we were at lunch or we were drinking or what. But it came up that, you know, you had better prove your case.

Mr. GOODLATTE. Now, you said, "you had better prove your case or the fifth circuit is going to take it away from you." What do you think he meant by "it"?

Mr. AMATO. The judgment.

Mr. GOODLATTE. You had better prove your case, or the fifth circuit is going to take it away from you. How could he know that in advance? Wasn't he really saying he is going to—he is going to take it away from him, that he was giving you a judgment, but you had better have enough evidence to sustain it or they would take it away?

Mr. AMATO. I truly don't understand, other than the fact that he conveyed to me that——

Mr. GOODLATTE. Well, why wouldn't he say to you—let me characterize it a different way. Why wouldn't he say to you, "You had better prove your case or I am going to rule against you"? "You had better prove your case or I am going to take it away from you"? Why would he say, "You had better prove your case or the fifth circuit is going to take it away from you"?

Mr. AMATO. Probably because of knowing him as long as I have—I have practiced law with him. I tried cases with him. I tried cases against him. I tried cases before him. I know what he expects in a trial, in a case, and I think any good trial lawyer understands that. What a judge expects from a——

Mr. GOODLATTE. That is a good standard for a judge to have for himself. Why would he be setting the standard for the fifth circuit, rather than for himself?

Mr. AMATO. I don't know. I just don't know. I am just conveying what was related to me and——

Mr. GOODLATTE. Now, in response to Judge Porteous's counsel, you said—he asked you, did the judge have a reputation for doing the right thing? And you said, "Always."

Mr. AMATO. Yes.

Mr. GOODLATTE. Is that what you thought when you were worried about breaking up your partnership because you were engaged in a kickback scheme with the judge and he was sending curatorships over and you were getting this work or your partner was getting this work and you were—the two of you—sending money from the law firm to the judge? Was he doing the right thing then?

Mr. AMATO. What I meant by that answer was that the relationship we had with him never, to my knowledge, ever affected how he ruled in any case.

Mr. GOODLATTE. But he nonetheless told you that he wouldn't take it away, but the fifth circuit would take it away if you didn't prove the case?

Mr. AMATO. He must have knew something about the fifth circuit that I didn't.

Mr. GOODLATTE. All right. Yes, and as a judge, he was making the decision about who got the curatorships. Is that not correct?

Mr. AMATO. On the state court, yes.

Mr. GOODLATTE. Right. But, I mean, he is saying that he had a different standard for himself on the state court than he had on the Federal court?

Mr. AMATO. I presume he did.

Mr. GOODLATTE. You are saying he did have a different standard?

Mr. AMATO. I am sorry?

Mr. GOODLATTE. He did have a different standard in the state court than he did in the Federal court?

Mr. AMATO. I hope so.

Mr. GOODLATTE. Well, why would you expect that?

Mr. AMATO. Because I know the man.

Mr. GOODLATTE. But you know that the man took legal proceedings, gave them to your law firm, with the expectation that your law firm would provide him with cold, hard cash that he could use for whatever purposes—it wasn't going to the court. It was going to his own benefit. And that would be what you knew about him before he moved to the Federal court.

Now, on the Federal court, he says you had better prove your case not or I will overturn it or I will rule against you. He said you had better prove your case or the fifth circuit is going to take it away, as if to say, you had better make me look good with the evidence you produce when I rule in your favor, because otherwise you are not going to get very far, because the fifth circuit will take it away from you.

Mr. AMATO. I think what he is telling me was is, you had better make your case look good or not only will I not give you a judgment, but the fifth circuit wouldn't give you one.

Mr. GOODLATTE. Well, the fifth circuit would never get a shot at it unless he gave you a judgment, would it?

Mr. AMATO. Correct.

Mr. GOODLATTE. All right. Now, what was the overall contingent fee arrangement that the fellow who retained you in the Liljeberg case—what was the overall percentage that was going to be recovered if there were a judgment in favor of Liljeberg?

Mr. AMATO. I don't know. I don't know what any other lawyers' percentages were or who was getting what, who was getting paid by the hour, who was getting paid by—all I knew was, you know, was what my fee was going to be.

Mr. GOODLATTE. Your fee was 8 percent?

Mr. AMATO. Right.

Mr. GOODLATTE. And Mr. Levenson was also brought into the case?

Mr. AMATO. He got—and Lenny told me that he was going to get 4 percent.

Mr. GOODLATTE. Now, counsel for Judge Porteous indicated that, when you were brought in, which was in October—I am sorry, September 19th of 1996, both you and Mr. Levenson entered your appearances. At that time, the case had been pending for quite a long time and, in fact, had been assigned to Judge Porteous some 8 months before that, on January 16, 1996. You came in, in September, while the case was set for trial the next month.

And the counsel for Judge Porteous said that Judge Porteous told you that the case wouldn't be delayed. And is that right, that your understanding?

Mr. AMATO. Of this question, yes.

Mr. GOODLATTE. Yes, that he was going to move this case along, that the case had already been pending for 8 months before you came in, it didn't go to trial in point of fact until the following June, another 9 months after it was originally scheduled, and then a decision was not rendered for nearly 3 years after that. So the judge wasn't really moving this case along swiftly at all, was he?

Mr. AMATO. No, doesn't appear to be.

Mr. GOODLATTE. And during that time, he was milking all kinds of benefits from attorneys who were dealing with it, not only the payment—the cash payment that was made by you and your partner, but also a number of other benefits, in terms of trips and dinners and so on, all going on for a period of almost 3 years after he had heard the evidence in the case. So he wasn't trying to move this case along swiftly.

Mr. AMATO. Apparently not.

Mr. GOODLATTE. And in the meantime, at some point, you don't remember when, but at some point, he said, "You had better prove your case or the fifth circuit is going to take it away"?

Mr. AMATO. That was before I tried the case.

Mr. GOODLATTE. Before the case went to trial. But you don't think that he was suggesting to you that you had better give him a good basis for making the decision, as opposed to simply telling you that he was going to try this fairly and honestly, that he had already decided that you were going to win the case, but you had better give him the evidence to make it?

Mr. AMATO. No, I don't think he decided I was going to win the case before I tried the case, and I don't know when he decided whenever he was going to—he was going to rule in the case and into whose favor.

Mr. GOODLATTE. But he took 3 years and quite a bit of payments from you and others to get to that point?

Mr. AMATO. You would have to ask him that question. I don't know.

Mr. GOODLATTE. I hope to have the opportunity.

Mr. AMATO. Thank you, sir.

Mr. GOODLATTE. Thank you, Mr. Amato.

Mr. SCHIFF. The gentleman yields back.

Mr. Johnson?

Mr. JOHNSON. Yes, thank you.

It was—I think you testified earlier today that you took 2 years off to prepare for this case. That was your testimony this morning, correct?

Mr. AMATO. Yes.

Mr. JOHNSON. But then—and this Liljeberg case, did the plaintiffs come to your office first to retain you? Were you the first counsel retained on the case or signed up on the case as attorney?

Mr. AMATO. No, I was not.

Mr. JOHNSON. Who else had been——

Mr. AMATO. I don't know what the order was, but Ken Fonte was their regular attorney. Don Richard, Doug Draper, then myself,

Lenny Levenson, and Hans Liljeberg, the nephew who was a lawyer, helped out.

Mr. JOHNSON. Would you consider this case to have been complex litigation?

Mr. AMATO. Yes. Not complex to the extent that other litigations are because of the number of parties, but there was—the complexity was brought about by the number of medical records and drug paraphernalia and drug dosages and how the dosages were to take place. And, you know, they would hide records, and they would hide all sorts of things. And, you know, that is what made it complex.

Mr. JOHNSON. I see. Was there extensive—would you agree that the pre-trial discovery period produced a lot of discovery in the case? Was it massive discovery?

Mr. AMATO. Yes, there was massive discovery going on prior to this case being tried. And there were other litigations that were being filed in state court and other Federal courts to minimize the effectiveness of the trial team that the Liljebergs had. They fired the key pharmacists at the hospital, which caused all sorts of litigation. You know, the discovery motions that, you know, that they would—we would file for interrogatories and requests for production and documents and for medical charts. And then they would come back and didn't, wouldn't produce it.

Then we would have to go back to the magistrate and try to get what we needed. And then, you know, it just kept going on and on and on, where a good deal of the time was spent preparing for trial.

Mr. JOHNSON. How long did discovery last? And how many depositions were taken?

Mr. AMATO. I couldn't answer that, sir. I really—it has been too long.

Mr. JOHNSON. Were you involved in the discovery process?

Mr. AMATO. Absolutely.

Mr. JOHNSON. And you don't recall whether any depositions were taken during the course of that litigation?

Mr. AMATO. Oh, of course they were taken. I don't know how many. I mean, I just couldn't tell you how many were taken. You know, and——

Mr. JOHNSON. Well, let me ask you this question then. Were there any difficulties in the discovery process that caused any of the parties to have to file a motion to compel?

Mr. AMATO. Absolutely. We had trouble—there was an attorney for Tenet who was in Dallas who we litigated on and on as to taking her deposition and, you know, litigated the attorney-client privilege and what was privilege and what wasn't privileged and on. I mean, it was not, you know, an easy case to put together.

Mr. JOHNSON. What were you doing for that 2 years that were not taking many cases? How were you using that time to prepare for this case?

Mr. AMATO. Well, to start with, they had truckloads of documents. We had the Liljebergs on the building on veterans highway, and we made up a war room, and Don Richard and I would go there almost every day and go through documents and try to have documents match up.

Then we hired people to put it on computers. And then, on the weekends, the other lawyers would get together and discuss what we found and what was going on. There was also a bankruptcy proceeding that was going on at the same time, so it was bankruptcy stuff happening while we are trying to prepare for trial.

And I am sure I mentioned this once before, but the Liljebergs could not hire a large law firm in the city of New Orleans for any law firm, because Tenet Healthcare had conflicted everybody out. Everybody was—every firm in the city of New Orleans was represented by Tenet.

Mr. JOHNSON. Well, let me ask you this question. Did Judge Porteous rule on any of those pre-trial motions to compel discovery or any other pre-trial motions?

Mr. AMATO. I think most of them are handled by the magistrate.

Mr. JOHNSON. Did he issue any orders himself?

Mr. AMATO. The magistrate or the judge?

Mr. JOHNSON. The judge, Judge Porteous.

Mr. AMATO. I am sure he did. I couldn't answer. I don't know enough.

Mr. JOHNSON. Do you recall how the clients came out with respect to those rulings?

Mr. AMATO. We won some and we lost some.

Mr. JOHNSON. And it was all during this time that you were providing cash money to the good judge?

Mr. AMATO. It was after, when his son got married, which was in 1999.

Mr. JOHNSON. You are familiar with the term home cooking?

Mr. AMATO. Been there.

Mr. JOHNSON. Because—I am sorry. Say that again?

Mr. AMATO. I said I have been home cooked.

Mr. JOHNSON. Yes. So what does home cooking mean when you are trying cases? And you have tried a bunch of cases over 35 years.

Mr. AMATO. Well, there are a bunch of places I don't go because the pot is too hot, but——

Mr. JOHNSON. What do you mean?

Mr. AMATO [continuing]. Where the outsider can't apparently get a fair shake, because of the relationship with the judges and the lawyers and the politicians and whatever else that goes into the mix. And it is called home cooking. I mean, I didn't make up the word, but I have been home cooked.

Mr. JOHNSON. Yes, well, I will tell you, do you know of any lawyers that have been—that were on the other side of a case that you handled in front of Judge Porteous who were home cooked?

Mr. AMATO. Mr. Johnson, I have never won a case that the other side didn't think that I home cooked them. Every lawyer who ever lost a case thinks that some shenanigans went on that caused them to lose it, as opposed to out-lawyering them, out-working them, and having a better case.

Mr. JOHNSON. What impact did you think that you would have on Judge Porteous by providing him with financial favors?

Mr. AMATO. I didn't think any. I didn't think any. I didn't think that my helping my friend would in any way affect his decision-making.

Mr. JOHNSON. Well, let me ask you this. If the circumstances were reversed and you were trying a case before Judge Porteous and—wouldn't it—and you did not know Judge Porteous from the man in the moon, he just happened to be the judge on your particular case, would you not have been concerned if you found out that there was such a close relationship between my opposing counsel and the trial judge in my case?

Mr. AMATO. I am concerned every time I walk into the courtroom.

Mr. JOHNSON. Well, you would be concerned about that in particular, would you not?

Mr. AMATO. It would give me some concern, yes.

Mr. JOHNSON. During the motion to recuse, what role did you play in this?

Mr. AMATO. I was in the courtroom. That was it. I didn't prepare the pleadings. I didn't argue the motion. I didn't say a word. I was there.

Mr. JOHNSON. So you were there the whole time the motion was being argued?

Mr. AMATO. I don't know if I was there the whole time. I probably was.

Mr. JOHNSON. Was there an evidentiary hearing on that motion?

Mr. AMATO. No. No—motion.

Mr. JOHNSON. Were there any oral arguments presented prior to Judge Porteous ruling on the motion to recuse?

Mr. AMATO. I am pretty sure, yes.

Mr. JOHNSON. But you did not participate in it?

Mr. AMATO. I did not.

Mr. JOHNSON. Did you ever hear someone during that motion for recusal process make a misstatement about the true relationship that you, Mr. Creely had with Judge Porteous?

Mr. AMATO. I don't recall any statements made at all. I don't know if there were misstatements or not. I just—I am sorry, Mr. Johnson, but, you know, that is 15 years ago and a lot of water under the bridge. I just don't know.

Mr. JOHNSON. This entire episode was revealed to the public when and how?

Mr. AMATO. When the Fifth Circuit Court of Appeals put on the Internet their decision to recommend the removal of Judge Porteous.

Mr. JOHNSON. And when was that?

Mr. AMATO. I don't have the exact date. It was a year, year-and-a-half ago or something.

Mr. JOHNSON. So this was at proceedings by the U.S. attorney down at Eastern District of——

Mr. AMATO. This is after they decided not to indict Judge Porteous. And then the fifth circuit had some sort of hearing and rendered some sort of report based upon grand jury testimony and statements that they had collected or whatever.

Mr. JOHNSON. Did you have occasion to speak with anyone in the U.S. Attorney's Office for the Eastern District or for any other district with—or FBI or other investigators regarding this case prior to the conclusion of it by the U.S. attorney?

Mr. AMATO. Yes.

Mr. JOHNSON. You did discuss?

Mr. AMATO. I was called before the grand jury with immunity, and I testified truthfully, and I was called before the judiciary—fifth circuit judiciary hearing, and I testified truthfully. I met with counsel for the Committee on three occasions, I think, you know, three separate occasions, plus today. And I am here today.

Mr. JOHNSON. This—do you feel like you would call Judge Porteous as a witness in your state bar notice of inquiry? Do you think he would be on your witness list?

Mr. AMATO. I would hope so.

Mr. JOHNSON. Now, you were given immunity. Why were you given immunity? And what kind of immunity were you given?

Mr. AMATO. It was forced immunity.

Mr. JOHNSON. Excuse me?

Mr. AMATO. Forced immunity. And why was I given it? I have got a good lawyer.

Mr. JOHNSON. Did Mr. Creely also—was he represented by your current attorney——

Mr. AMATO. Mr. Capitelli.

Mr. JOHNSON [continuing]. At that time?

Mr. AMATO. Yes.

Mr. JOHNSON. And so both of you all were able to get immunity?

Mr. AMATO. Yes.

Mr. JOHNSON. Does this immunity apply to the filing of a criminal complaint against either one of you for being a party to a crime or a conspiracy?

Mr. AMATO. I presume it does.

Mr. JOHNSON. So at that time, you knew that you were in some legal jeopardy because of the relationship that you had with Judge Porteous?

Mr. AMATO. Yes.

Mr. JOHNSON. You—is that one of the reasons why you tried to cover up the cash payments to him by always doing things in cash?

Mr. AMATO. Well, that all happened before any immunity came about. So I would presume that giving him cash was probably the easiest thing we could do. And, of course, it didn't leave a paper trail.

Mr. JOHNSON. Did Judge Porteous ever pay you back any of the money?

Mr. AMATO. No.

Mr. JOHNSON. Mr. Chairman, I have no further questions at this time.

Mr. SCHIFF. The gentleman yields back.

Mr. Amato, I know it has been a long day. I have two or three final questions, and then we will break. I want to just follow up on what my colleague asked you. If I understood you correctly, you anticipate that at your state bar disciplinary proceeding that you may call Judge Porteous as a witness? Is that correct?

Mr. AMATO. Yes.

Mr. SCHIFF. And so depending on what he says, it may have an impact on whether you can continue to practice law?

Mr. AMATO. I doubt it.

Mr. SCHIFF. You mentioned that you thought that Judge Porteous had a reputation for being fair and always doing the right thing, correct?

Mr. AMATO. Right.

Mr. SCHIFF. He wasn't either fair or doing the right thing during the recusal hearing, was he?

Mr. AMATO. No.

Mr. SCHIFF. The misleading statements that I read to you earlier, that wasn't either fair or the right thing for him to lead the parties to believe that he had no cash relationship with the lawyers in the case, was it?

Mr. AMATO. No.

Mr. SCHIFF. And by failing to inform the opposing party that he had received cash from you over the years, didn't the judge deprive that party of the right to the honest services of the court?

Mr. AMATO. I think you will have to ask Judge Porteous that question. I don't know.

Mr. SCHIFF. Well, I am asking you the question. Don't litigants in a courtroom have the right to the honest services of the judge?

Mr. AMATO. I would hope so, yes.

Mr. SCHIFF. And if they have a legitimate basis to make a motion to recuse or to appeal the denial of a motion to an appellate court, don't they have the right to expect the judge will be truthful in presenting the facts that will be the basis of that motion to recuse?

Mr. AMATO. Yes.

Mr. SCHIFF. And weren't they deprived of that when Judge Porteous failed to inform the parties that he had received cash from lawyers in the case?

Mr. AMATO. Yes.

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Mr. SCHIFF. That will conclude your testimony today. This Committee will be in recess until 10 a.m.

[Whereupon, at 5:31 p.m., the Task Force was adjourned.]

# TO CONSIDER POSSIBLE IMPEACHMENT OF UNITED STATES DISTRICT JUDGE G. THOMAS PORTEOUS, JR. (PART I)—Continued

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**WEDNESDAY, NOVEMBER 18, 2009**

HOUSE OF REPRESENTATIVES,
TASK FORCE ON JUDICIAL IMPEACHMENT
COMMITTEE ON THE JUDICIARY,
*Washington, DC.*

The Task Force met, pursuant to notice, at 10:04 a.m., in room 2141, Rayburn House Office Building, the Honorable Adam Schiff (Chairman of the Task Force) presiding.

Present: Representatives Schiff, Conyers, Jackson Lee, Cohen, Johnson, Pierluisi, Goodlatte, Sensenbrenner, Lungren, and Gohmert.

Staff present: Alan Baron, Counsel; Harold Damelin, Counsel; Mark H. Dubester, Consel; Kirsten Konar, Counsel; and Jessica Klein, Staff Assistant.

Mr. SCHIFF. This hearing of the House Judiciary Task Force on Judicial Impeachment will now come to order. Without objection, the Chair will be authorized to declare a recess of the hearing.

Today, we will continue our examination of allegations that Judge Porteous violated the public trust, the law and ethical canons by presiding over the Liljeberg case.

Our third witness on this issue is Joseph Mole, Esquire. Mr. Mole is an attorney with a law practice in the New Orleans area. He is here pursuant to subpoena. He has not been given an immunity order.

I will now swear the witness.

[Witness sworn.]

Thank you. You may be seated.

Task Force counsel—just so you know the procedure today, Mr. Mole, Task Force counsel, Mr. Harry Damelin, is going to be starting by asking you questions. Members of the Task Force will then have a chance to ask you questions, as will counsel for Judge Porteous. Judge Porteous is present with us this afternoon, as is his counsel.

And with that, we will begin with Mr. Damelin.

Mr. DAMELIN. Good morning, sir.

Mr. Mole, you are an attorney, correct?

Okay. And where do you practice?

Okay. And could you just generally describe what type of practice you have, sir?



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**TESTIMONY OF JOSEPH MOLE, ATTORNEY, NEW ORLEANS, LA**

Mr. MOLE. I have practiced 32 years. For most of that time, I have handled large, complex business lawsuits, commercial litigation of all sorts, antitrust, bankruptcy, leases, contracts.

Mr. SCHIFF. Mr. Mole, you may want to move your microphone a little closer.

Mr. MOLE. Closer?

Mr. SCHIFF. You may want to lower that microphone, and you will need to talk very close to it so we can hear you. Thank you.

Mr. DAMELIN. Mr. Mole, did there come a time when you became involved in the case that we will refer to as *Lifemark v. Liljeberg*?

Mr. MOLE. Yes, in March 1996, the company that owned Lifemark became my client during a search for attorneys in New Orleans to take over an existing lawsuit. And I enrolled, I believe, in early April 1996 as counsel.

Mr. DAMELIN. Okay. And for purposes of clarity, is it fair to say that you represented Lifemark against Liljeberg? Is that clear?

Mr. MOLE. That is correct.

Mr. DAMELIN. At the time you became involved in the case, had it already been assigned to Judge Porteous?

Mr. MOLE. Yes, it was with Judge Porteous.

Mr. DAMELIN. And had you ever previously had a case before Judge Porteous either in state or Federal court?

Mr. MOLE. No, I had never had a case with Judge Porteous.

Mr. DAMELIN. Okay. And you say you got involved in the case around March 1996?

Mr. MOLE. I believe the interview with the client was in March. I enrolled as counsel, if memory serves me, on April 5, 2006, in the actual lawsuit, as counsel of record for the two Lifemark companies.

Mr. DAMELIN. And when you got involved in the case, was there a trial date already set?

Mr. MOLE. Again, if memory serves me correct, trial was set for early November of that year, 1996.

Mr. DAMELIN. And when you got involved in the case, were Jake Amato and Leonard Levenson already in the case?

Mr. MOLE. No, they were not. They didn't surface until they made a motion to enroll sometime in September, I believe.

Mr. DAMELIN. Of what year is that?

Mr. MOLE. 1996.

Mr. DAMELIN. And approximately how close to trial was it when they enrolled or entered their notice of appearance?

Mr. MOLE. Well, when I briefed the issue to—with the court, I used the term 6 weeks before trial, so that is what I think it was.

Mr. DAMELIN. At the time they entered their appearance in the case, did you know either of the gentlemen?

Mr. MOLE. I did not.

Mr. DAMELIN. Have you come to find out since the time they entered their appearance what type of fee arrangement that they had in connection with the case? By that, I mean, was it an hourly rate or a contingent fee basis?

Mr. MOLE. Yes, I did find out. Because the Liljeberg companies—one or both of them—involved in the litigation were in Chapter 11

proceedings, Mr. Levenson and Mr. Amato had to make an application to the bankruptcy court to get their fee arrangement approved. I found that in the bankruptcy record, and they had a contingency fee arrangement, and it was their deal. I don't know what their deal between themselves was, but between Mr. Levenson and Mr. Amato's firm, the deal was they got 11 percent of the value of the hospital claim that was part of the litigation.

Mr. DAMELIN. Okay. And when they entered their appearance, Mr. Mole, did that cause you any concern? And if so, why?

Mr. MOLE. Well, as in any case, you know, especially a case as big as that, you investigate every aspect of it. So when two new lawyers signed up 6 weeks before trial, it raised some concerns, and so I did what I would always do, is I did some due diligence into who these guys were. And I made phone calls and talked to people and developed some concerns, yes.

Mr. DAMELIN. Okay, what did you learn in the course of your due diligence?

Mr. MOLE. I learned that—from people who would talk to me, but didn't want to, you know, sign an affidavit or go on the record—that Mr. Levenson and Mr. Amato were very close to Judge Porteous, that Mr. Amato had been his law partner, as had Mr. Creely—Amato and Creely was the firm—and Mr. Levenson was very close to Judge Porteous and had—I think had been to a fifth circuit conference or two as Judge Porteous's guest, that they frequently socialized in—in the way of lunches, hunting trips, and things like that, and that they—I also knew—well, I formed the opinion that there was—there was a high likelihood that the case—it was a bench trial. There was no jury. So it would be entirely a decision by the judge in a case that had been valued as high as $200 million for my client that the case would be handled in the way by the judge that would be favorable to his friends, and that was of deep concern.

Mr. DAMELIN. As a result of your due diligence and the conclusions that you reached, did you then file a motion to recuse Judge Porteous from the case?

Mr. MOLE. Yes, after I did my investigation, such as it was, I, of course, conferred with my client. I dealt with a lawyer in house at Lifemark. And we decided the best course of action was to take a shot at recusal.

Mr. DAMELIN. Okay. Had you ever filed a motion to recuse a Federal judge previously in your years of practice?

Mr. MOLE. I believe that is the only time I have ever done it in any court.

Mr. DAMELIN. And could you explain what the factual underpinning or basis was of the motion that you filed?

Mr. MOLE. Well, usually when you file a motion to recuse, you have to have some evidence that you present to the court—relationship or a fact that you think the judge should consider in disqualifying himself for whatever reason.

I had no cold facts. All I had was my opinion, based upon hearsay from people who didn't want to be public about their opinion, so I signed an affidavit that said pretty much what I told you, Mr. Damelin, that there was an appearance—possible appearance of impropriety. I argued that the judge shouldn't be handling a case

where two of his closest friends, if not his very closest friends, had just signed up 6 weeks before trial, whose facts had been in litigation since 1987 in one court or another, and that I didn't believe they had anything to add, other than their relationship with the judge, and that if the result came out in a certain way, it would create an appearance that things had not been right. And that is what I argued.

Mr. DAMELIN. Mr. Mole?

Mr. MOLE. And filed an affidavit to that effect.

Mr. DAMELIN. Okay, Mr. Mole, let me ask you this. At the time of your motion, in October 1996, were you aware of the fact that other than campaign contributions, Jake Amato and his law partner, Bob Creely, had given Judge Porteous thousands of dollars in cash while he was a state judge?

Mr. MOLE. No, I was not. If I had known that fact, I would have made it—made it—to the court it time.

Mr. DAMELIN. Okay. Would that have been a significant fact that you would have used in your motion to recuse?

Mr. MOLE. Obviously. I think that would have been—that would have made the motion to recuse mandatory to be granted.

Mr. DAMELIN. Now, just a small point, but what if the money that I just mentioned came solely from a Mr. Creely? Would that still have been important to you in connection with the motion to recuse Judge Porteous?

Mr. MOLE. Well, the firm on the pleading was Amato and Creely, so, yes, it would have. It was the firm, not just Mr. Amato. But Mr. Creely didn't participate in the trial, but, yes, it would have been very——

Mr. DAMELIN. Okay. Now, did there come a time that Judge Porteous, in fact, held a hearing with regard to your motion to recuse?

Mr. MOLE. Yes. Yes, we made the motion probably in September, and the hearing was in mid-October.

Mr. DAMELIN. Now, were Mr. Levenson and Mr. Amato present at the hearing with regard to your motion to recuse?

Mr. MOLE. Yes, they were.

Mr. DAMELIN. And at any time, either before, during or after the hearing, were you ever informed that Mr. Amato had previously provided Judge Porteous thousands of dollars when he was a state judge?

Mr. MOLE. No.

Mr. DAMELIN. Would this fact have been important to you, again, in connection with arguing the motion to recuse?

Mr. MOLE. Yes. It would have been pretty significant.

Mr. DAMELIN. Now, at the recusal hearing, Judge Porteous stated, "Yes, Mr. Amato and Mr. Levenson are friends of mine. Have I gone along to lunch with them? The definite answer is yes." Now, were you aware or was it ever disclosed to you that, in fact, for a number of years, both Mr. Amato and Mr. Levenson had regularly been paying for hundreds of expensive lunches for Judge Porteous?

Mr. MOLE. Well, I knew from my—what I called an investigation that they did lunch together frequently. I didn't know the details of that arrangement.

Mr. DAMELIN. Were you aware of the extent of that in any way?

Mr. MOLE. No, only what I heard on the phone from people who were willing to talk to me.

Mr. DAMELIN. Now, did Judge Porteous, in fact, deny your motion to recuse?

Mr. MOLE. He did.

Mr. DAMELIN. Okay. And then the matter proceeded to trial eventually?

Mr. MOLE. The trial setting of November 6th was pushed back, and we began trial in June 1997, tried the case for—over a period of, I believe, 6 weeks.

Mr. DAMELIN. Okay, we will get to that. We will get back to that in a minute. But after Judge Porteous denied your motion to recuse, did you retain an attorney named Don Gardner to become part of the Lifemark team?

Mr. MOLE. Yes, I did.

Mr. DAMELIN. What type of practice did Don Gardner have?

Mr. MOLE. Don seemed to do mostly family law, divorces, and personal injury type cases in Jefferson Parish.

Mr. DAMELIN. Okay. Was that in any way relevant and relative, his experience, to the type of case that you were handling?

Mr. MOLE. No, it was not.

Mr. DAMELIN. Why was Gardner then brought in by Lifemark?

Mr. MOLE. After we lost the motion to recuse, my client and I discussed that—and my client insisted that we try to find a lawyer who, like Mr. Amato and Mr. Levenson, was a friend with the judge and knew him very well. They were concerned that they would do everything they can to achieve a level playing field.

I resisted doing that. I am not happy with the fact that we did it. But my client insisted, and so we did it.

Mr. DAMELIN. And so was Gardner brought into the case simply because of his relationship with Judge Porteous?

Mr. MOLE. Yes.

Mr. DAMELIN. And at the trial that subsequently proceeded, did he play any role whatsoever?

Mr. MOLE. No, Don was there every day, but he did not take a witness or do any argument.

Mr. DAMELIN. Based on Mr. Gardner's fee arrangement, how much was he paid when he simply entered the case?

Mr. MOLE. He got a retainer of $100,000.

Mr. DAMELIN. Now, when did the case eventually proceed to trial?

Mr. MOLE. We began, I believe, in mid-June. The last day of trial was July 31. But we didn't try it every day in that interim. I believe there were 16 or 17 days of evidence.

Mr. DAMELIN. This was a non-jury trial?

Mr. MOLE. That is correct.

Mr. DAMELIN. Were you the lead trial counsel on the Lifemark side of the case?

Mr. MOLE. I was.

Mr. DAMELIN. Now, during the trial, did Judge Porteous at some point in time get involved in the questioning of your witnesses after they had, in fact, been cross-examined by the Liljeberg attorneys? Did that happen during the trial?

Mr. MOLE. Yes, it did happen. They would occur when we put on a strong or important witness. I or one of my partners would examine him. And I think we did a very good job at trial. And when we do a good job with an important witness, the Liljebergs' lawyers would cross-examine. And typically, to my recollection and my opinion, our witnesses did very well on cross.

Mr. DAMELIN. Did or did not do very well on cross, the Liljeberg lawyers?

Mr. MOLE. I didn't feel they laid a glove on them. But Judge Porteous would question my witnesses. And, as you know, judges are allowed to question witnesses, especially in a bench trial, but I felt that the judge had gone too far in cross-examine and done some damage. So I was determined at some point to object or ask the judge for some relief from what I—the damage I thought he had done, because the judge with the black robe is pretty hard for a witness to resist.

Mr. DAMELIN. Okay. So at some point during the trial, when Judge Porteous was examining witnesses that you had called and examined and Liljeberg had cross-examined, did you, in fact, raise an objection to the judge?

Mr. MOLE. Yes. After he had done that to three or four of my witnesses, there was a particularly important witness named Steve Fouche. He was an intelligent man. He was a pharmacist, but he was relatively unsophisticated as far as the trial went. He did a very good job on direct, survived cross very well, and then the judge went into him with some questions.

When Judge Porteous finished his questions, I stood up and said, "Judge, may I follow up?" And I remember Judge Porteous's response was, "Nobody follows me up." And I said, "Well, then, Judge, with all due respect, I object. I think you have gone too far with these questions." And it is a little bit of a blur after that, but I recall that he got very incensed. And at some point, we had bench books on the bench, that we had given the judge, big, black binders of documents. He would pick up several of them and threw them like a soccer ball toward me in anger. That was on a Thursday afternoon.

Mr. DAMELIN. He physically threw the binders at you?

Mr. MOLE. Well, I mean, I don't think there was any realistic possibility he would get them as far as I was. It was about the same distance as I am from Mr. Schiff. But whether he was throwing at me, I don't know. But it was in my general direction.

Mr. DAMELIN. Okay. And then what happened after he threw the binders?

Mr. MOLE. You know, it is—it is—it was the end of the day. We stopped court. There was no trial on Friday. It was Thursday afternoon. We came back Monday, and the judge ruled on my objection. He had written an opinion, read it into the record—my objection to his questions, but then allowed me to follow up with the witness, and then we went on to the trial. Over the weekend, no one was willing to stand close to me.

Mr. DAMELIN. You have done a lot of trial work over the years. Has anything like that ever happened to you before?

Mr. MOLE. No, I have made judges angry before, but no one has thrown things at me in court.

Mr. DAMELIN. As the trial concluded, Mr. Mole, did you feel that you had clearly proven your case?

Mr. MOLE. Yes, well, lawyers always feel they do a good job, but I felt we had—it was a slam dunk. I think we had—to use another metaphor, pitched a shutout. I thought it was not a close case. It was a difficult case, long, but I think we had done a very good job.

Mr. DAMELIN. Now, the judge had this case under advisement for quite a long period of time. Is that correct?

Mr. MOLE. Yes, I think almost 3 years.

Mr. DAMELIN. Now, let me ask you this. During the time that this case was under advisement, from July 1997 until the judge issued his opinion in April of 2000, did you know that Mr. Amato and Mr. Levenson took Judge Porteous out to lunch on a number of occasions?

Mr. MOLE. No, I had no knowledge of that.

Mr. DAMELIN. Did you know that Mr. Amato and Mr. Levenson contributed money to Judge Porteous to help pay for some type of intern or externship for one of Judge Porteous's sons?

Mr. MOLE. No one told me that.

Mr. DAMELIN. Did you know that Judge Porteous requested money from Amato and that Amato had given him about $2,500 in cash?

Mr. MOLE. No, I didn't know that.

Mr. DAMELIN. Did you know that Amato had paid about $1,500 for a party to celebrate Judge Porteous's fifth year on the bench?

Mr. MOLE. No, I didn't know that.

Mr. DAMELIN. Okay. And with regard to Mr. Levenson, did you know that he had, in fact, traveled to Washington with Judge Porteous at the end of January 1999, that he traveled to Houston with Judge Porteous in April 1999, that he was in Las Vegas with Judge Porteous in October 1999, and that Levenson and Judge Porteous went on hunting trips together, including a hunting trip to a hunting lodge in December 1999? Did you know that?

Mr. MOLE. No. All of those things were the things I—sort of things I feared were happening or would happen, but had—I had no knowledge of.

Mr. DAMELIN. Would any or all of those things had been important to you to know while that case was under advisement?

Mr. MOLE. Certainly.

Mr. DAMELIN. Okay. Now, at the recusal hearing in 1996, Judge Porteous said that he would let you know if anything ever came up which in his mind might be a cause for recusal? That is in the transcript of the recusal hearing. Now, did Judge Porteous, his secretary, his courtroom clerk, or anyone else ever let you know about any of the above-mentioned events that I just pointed out to you?

Mr. MOLE. No. No one ever informed me of those facts.

Mr. DAMELIN. Now, you got Judge Porteous's decision in April of 2000. What was your reaction when you read that decision?

Mr. MOLE. You know, I was not surprised with the outcome. Some aspects of it were unusual in the remedies that Judge Porteous fashioned.

Mr. DAMELIN. When you say you weren't surprised with the outcome, you had previously said you thought you had pitched a shutout, so what do you mean you weren't surprised with the outcome?

Mr. MOLE. I felt we would lose. I felt that the playing field wasn't level. I didn't have any confidence that we would get what I considered a victory, which was to keep the hospital and sever the relationships between the Liljebergs and my clients.

Mr. DAMELIN. So was Judge Porteous's decision, the one he rendered in April, a loss for you and your client?

Mr. MOLE. A very big loss. He had given the hospital—it is a convoluted story, by my clients own the hospital. It is a nice, large hospital in suburban New Orleans that had previously been owned by the Liljebergs. He had ordered the hospital be given back to the Liljebergs, not a remedy that had even been requested, but it was a valuable hospital.

Mr. DAMELIN. Okay. Now, based on the judge's decision and your understanding of the contingent fee arrangement that Amato and Creely had, approximately how much did they stand to make if Judge Porteous's decision was allowed to stand?

Mr. MOLE. Well, based on their fee arrangement of 11 percent, they were to get 11 percent of the value of the hospital claim. At trial, Mr. Amato and Mr. Levenson's expert valued the hospital in a range of between roughly $50 million and $75 million, so their fee would have been 11 percent of that figure. My math is somewhere between $5 million and $8 million.

Mr. DAMELIN. Okay. Now, did you appeal Judge Porteous's decision to the Fifth Circuit Court of Appeals?

Mr. MOLE. We did. The client and I located a firm who had a good relationship with Lifemark, a Texas firm, Haynes and Boone, who did the lion's share of the work on the appeal, but I participated actively in it.

Mr. DAMELIN. Okay. And the fifth circuit eventually reversed that decision, did they not, Judge Porteous's decision?

Mr. MOLE. Yes, Judge Porteous's decision was, I believe, 108 pages, and theirs was 116.

Mr. DAMELIN. Okay. And was that reversal in the fifth circuit—did you view that as a win for you and your clients?

Mr. MOLE. Yes. It was a resounding win.

Mr. DAMELIN. Okay. Now, an issue has been raised in the course of the hearing so far that the panel of fifth circuit judges that ruled that decision—that made that decision were from Texas and they didn't understand or misinterpreted Louisiana law. How would you respond or how do you—how do you respond to that observation?

Mr. MOLE. Gee, the fifth circuit is a highly respected circuit. Louisiana law is not that unusual. I mean, people use the Napoleonic code, lawyers do, to try to intimidate clients into hiring Louisiana lawyers, but it is not that different anymore. We hired, as a lawyer on our side, Louisiana's foremost expert on the real property transactions, Max Nathan, a lawyer who had taught me in law school. We made the arguments that the fifth circuit accepted under Louisiana law. The fifth circuit handles—it is a three-state circuit, so it handles a very high proportion of Louisiana cases every day, so it knows Louisiana law well.

What else? The judge who wrote the opinion, Judge Higginbotham, is perhaps the sharpest and most respected mind on the fifth circuit. I think he is been considered for the Supreme

Court before. He is a little old now, but he is a very good judge. That just doesn't resonate with——

Mr. DAMELIN. So you don't think that that group of three judges on the fifth circuit misunderstood or didn't understand Louisiana law?

Mr. MOLE. And they also hire very talented clerks from all over the country. They get the pick of the crop, so—I am not even sure that is right that all three judges were from Texas, but I am sure Judge Higginbotham, I think, is a Dallas lawyer originally.

Mr. DAMELIN. Okay. In—in all of your years of practice, Mr. Mole, do you ever recall being involved in a case where an appeals court used such harsh language as the fifth circuit did here in reversing a trial judge's decision?

Mr. MOLE. I only have my own experiences, but I have never seen an appeals court use language like the fifth circuit used to describe the opinion. The thing that does resonate with me is the term they used, "made up out of whole cloth." That pretty much matched my view of what had happened in the district court.

Mr. DAMELIN. Okay, Mr. Mole. Thank you. I have no further questions.

Mr. SCHIFF. Thank you.

Mr. Mole, I would like to ask you a number of follow-up questions. First, as a threshold matter, you came in, you were brought in to the *Liljeberg* case in March, and the case at that time was set for November. Is that right?

Mr. MOLE. That is correct.

Mr. SCHIFF. So you were brought in more than half a year before the trial date?

Mr. MOLE. Yes, that was a problem. We had to scurry to assimilate an enormous amount of history. We succeeded in being able to take a lot of depositions, some that had already been—already been taken, so we did a lot of work.

Mr. SCHIFF. There was a suggestion in questioning yesterday that both you and Mr. Amato and Levenson were all new arrivals on the case prior to the trial, but that wouldn't be correct, would it?

Mr. MOLE. Well, I mean, I—the time period is what it is. I got in, in early April, and he got in, in mid-September. So it is—but we did put a lot of lawyers on it, a lot of paralegals, and spent—you know, I have never had just one case at a time, but I pretty much spent all the time I could on that case for whatever the interval is. And we ended up postponing the trial until June, so that worked out.

Mr. SCHIFF. So you were brought in more than 6 months prior to trial? And Mr. Amato was brought in only about 6 weeks from trial?

Mr. MOLE. That is correct.

Mr. SCHIFF. It would be unusual to bring in new lawyers 6 weeks before a complex trial, wouldn't it?

Mr. MOLE. It was. And the existing Liljeberg lawyers had a long history with the case, and they were all specialists in the areas that they were handling, Don Richard and Doug Draper, who handled the bankruptcy and technical issues.

Mr. SCHIFF. I want to ask you about the recusal hearing. Judge Porteous during the hearing stated that "a lawyer who reasonably believes that the judge before whom he is appearing should not sit must raise the issue so that it may be confronted and put to rest. Any other course would risk undermining public confidence in our judicial system. I cite that so everyone understands that I recognize my duty and obligations and that I am fully prepared to listen."

Did the judge indicate to you that he at least understood the law, in terms of what he was required to do on a recusal motion?

Mr. MOLE. Yes.

Mr. SCHIFF. He knew what the appropriate standard was?

Mr. MOLE. Yes, he seemed to understand, and we certainly briefed it thoroughly. It is a very difficult thing to do, to ask a judge to recuse themselves.

Mr. SCHIFF. When he went on to say, "Yes, Mr. Amato and Mr. Levenson are friends of mine. Have I ever been to either one of them's house? The answer is a definitive no. Have I gone along to lunch with them? The answer is a definitive yes. Have I been going to lunch with all of the members of the bar? The answer is yes."

When the judge made those statements, was he, in your opinion, trying to give the impression that, yes, they were friends, but not unlike every other member of the bar that he had lunch with?

Mr. MOLE. That was my impression.

Mr. SCHIFF. When you pointed out, Mr. Mole—you said, "The public perception is that they do dine with you, travel with you, that they have contributed to your campaigns." The judge responded, "Well, luckily, I didn't have any campaigns, so I am interested to find out how you know that. I never had any campaigns, Counsel. I never had an opponent."

He then goes on to say, "The first time I ran, 1984, I think is the only time when they gave me money." Was it your impression from what the judge was saying that he was making the claim that he had only received money once and that was back in 1984?

Mr. MOLE. In the form of campaign contributions.

Mr. SCHIFF. Now, you were concerned about campaign contributions because that might affect the way he presided over the case, right?

Mr. MOLE. Yes, but I know from experience that campaign contributions are not a reason to ask for a recusal, because in Louisiana, we have elected judges, and the fact that the lawyer has contributed to the judge that he is trying a case to is not grounds for recusal. But in Judge Porteous's case, he was a Federal judge. All I had to work with was the fact that there are public campaign records that told me that Jake Amato and Lenny Levenson had given him some money, so I raised that.

Mr. SCHIFF. Now, all you had to work with was the campaign cash issue, because you were unaware of the fact that Mr. Amato and his partner had given somewhere between $10,000 to $20,000 in personal cash to the judge, right?

Mr. MOLE. Yes. Part of the way I pitched the recusal—and it was a very difficult thing to word, was, "Judge, you disclose to us, because we don't have records, what the relationship is in full. And if you are comfortable with it, then it will work. And if it is—if you

are not, then I have a point that you need to address." And that was—I was hoping he would make disclosure.

Mr. SCHIFF. Now, I take it that, had you known of the relationship where as a state judge, he would send curators to the Amato-Creely law firm, and they would kick back some of the money from those curatorships to the judge, if you had known of that relationship, that would have been much more significant to you than any campaign contribution, in terms of the recusal motion.

Mr. MOLE. That has all kinds of implications. Yes, that would have been a serious concern. I may have had—that that would have been a serious concern, yes.

Mr. SCHIFF. At another point in the hearing, the judge said to you, "You haven't offended me, but don't misstate. Don't come up here with a document that clearly shows well in excess of $6,700 with some innuendo that that means that they gave that money to me. If you would have checked your homework, you would have found that that was a Justice for All program for all judges in Jefferson Parish. But go ahead. I don't dispute that I receive funding from lawyers."

When the judge said that, he was taking issue with your suggestion or characterization that money had gone to him when, in fact, it had gone to all the judges, right?

Mr. MOLE. That is correct. Yes, I remember that.

Mr. SCHIFF. And he was basically saying you hadn't done your homework, right?

Mr. MOLE. That is—yes. But from the campaign records, all I saw was the number and his name. And it hadn't been properly apportioned, but he was correct. It was a mistake, in fact.

Mr. SCHIFF. Given what—what you know now in terms of the relationship between Mr. Amato and the judge, where over a period of time, he had given the judge thousands of dollars, do you consider it misleading that the judge accused you of not doing your homework for suggesting that he had gotten campaign cash, when, in fact, he had received a tremendous amount of personal cash?

Mr. MOLE. I felt he should have disclosed those things. And I think, in context, it was an omission that was material that he should have made and should have told us, yes, what the financial relationship was and had been. I do think it was a misrepresentation.

Mr. SCHIFF. By suggesting that he had never gotten campaign cash and not disclosing the fact that he had gotten a lot of personal cash, do you feel that he misled you?

Mr. MOLE. Absolutely.

Mr. SCHIFF. The court goes on to say, "I have always taken the position that if there was ever any question in my mind that this court should recuse itself, that I would notify counsel and give them the opportunity if they wanted to ask me to get off. Did the court give you that opportunity?

Mr. MOLE. No.

Mr. SCHIFF. Do you feel that you were deprived of the right to honest services of the judge?

Mr. MOLE. I think my client was, yes. I think my client was mistreated by the system—or by the judge on that level.

Mr. SCHIFF. Now, you mentioned that your client insisted that you bring in Mr. Gardner.

Mr. MOLE. Yes.

Mr. SCHIFF. And this was a step you were reluctant to take?

Mr. MOLE. That is correct.

Mr. SCHIFF. And the reason you brought Mr. Gardner in was you needed to offset the advantage you felt the other party had in bringing in two friends of the judge?

Mr. MOLE. That is correct. And part of the reason—there are a lot of reasons for it, but that is essentially it. We were trying to achieve a level playing field, to get a source of information, yes.

Mr. SCHIFF. And, Mr. Mole, do you consider that a corruption of the system, too, that both you and the opposing party felt they needed to bring friends of the judge in as counsel?

Mr. MOLE. I am sorry. I didn't hear the first part of your question.

Mr. SCHIFF. Do you feel that—that also is a corruption of the system, where in order to have a level playing field or secure some advantage, that either you or the other party or both have to bring in friends of the judge as counsel on the case?

Mr. MOLE. I do. It was deeply offensive to me as a lawyer that the case depends on something other than the facts and the law.

Mr. SCHIFF. Now, you knew by reputation that Mr. Gardner had a relationship with the judge, was a friend of the judge?

Mr. MOLE. Well, once my client said we needed to get someone else who is a friend of the judge, I began looking around and making phone calls again. And I found Mr. Gardner that way. I interviewed him, and that is basically the selection process.

Mr. SCHIFF. Now, were you aware that Mr. Gardner at some point had also given cash to the judge?

Mr. MOLE. No, I was not.

Mr. SCHIFF. My—our counsel made reference to a trip to Las Vegas during the *Liljeberg* case. Were you aware Mr. Gardner had also gone on that trip?

Mr. MOLE. No. Don told me he was quite close to the judge and they would go to dinners where he would provide wine—you know, and entertain the judge, and participate in social events with him. But I didn't know that he had given him money or the extent of how much money he gave him or what he paid for or what the—what the social arrangements were. Frankly, I didn't want to know.

Mr. SCHIFF. During the course of your research for your client to find another lawyer to bring into the case, did other lawyers in the community ever tell you that they were aware of attorneys giving money to the judge?

Mr. MOLE. No one ever told me that. People were always very careful. Some people wouldn't—frankly, wouldn't talk to me about it. When I told him what my problem was, they would say, "I can't talk to you about that."

Mr. SCHIFF. During the—the time when the *Liljeberg* case was under submission, we heard testimony yesterday that Mr. Amato had a conversation with Judge Porteous, a private conversation, in which the judge said, "You had better prove your case, or the fifth circuit will take it away from you." Were you aware of this conversation?

Mr. MOLE. No, I was not.

Mr. SCHIFF. Do you consider it appropriate for the judge and opposing counsel to have a—to have a private conversation about a case that is under submission?

Mr. MOLE. Absolutely. You know, my first job as a lawyer was clerking for an old Irish Federal judge who would never talk to a lawyer on any level if he had a case with them. I don't think ex parte communications are proper, certainly not about the case itself.

Mr. SCHIFF. I just want to make sure I have heard your original answer correctly. So your view is it is improper to have that kind of ex parte contact?

Mr. MOLE. Absolutely.

Mr. SCHIFF. And how do you—in the context of the *Liljeberg* case, how would you interpret a statement, "You had better prove your facts, because otherwise the fifth circuit will take it away from you"?

Mr. MOLE. I think you are asking me to interpret someone else's thoughts. But with that statement, I would interpret it as the judge was concerned that what he did was supportable by a record so that it wouldn't be reversed on appeal. And, you know, there was a sense in the trial that I was straining to make that impossible, to make a record that couldn't be supported—a ruling for the Liljebergs. So I think there was some sense that it was going to be a difficult thing for the judge to do.

Mr. SCHIFF. Can you explain that, though? You know, what I think is kind of perplexing to us is the idea that the judge has to struggle to reach a decision that the court of appeals can uphold. You said that it—it was—you were straining to demonstrate during the trial facts or bring out facts that would not allow a judgment to be held. Can you explain what you mean by that?

Mr. MOLE. Well, for example, on the hospital claims, the Liljebergs have lost their hospital, and my client had bought it at a foreclosure sale. And they sued my client in a posture as a plaintiff for the value of the hospital. And their expert witness was—I felt we had destroyed him on cross-examination. His opinion as to the value of the hospital was unsupported and foolish.

And that meant the judge, in my opinion, knew that if he gave the $75 million as an award for the loss of the hospital, there was no evidence or even expert opinion to support that. And yet—and when he wrote the opinion, he got around that by simply ordering us to give the hospital back to the Liljebergs, something that is totally unsupportable, but that is—that was my objective, is to make the record so bulletproof there was no way to support any result other than what we thought was appropriate.

Mr. SCHIFF. Now, the remedy of giving the hospital back to the opposing party, was that a remedy that was asked for in the litigation?

Mr. MOLE. That was the most stunning part of the opinion. No, it wasn't even requested by any party that I remember. It was really surprising.

Mr. SCHIFF. And was the first time that you learned of this when the opinion came out?

Mr. MOLE. I remember very well turning to that page and saying, "This is—holy cow. This is really unusual."

Mr. SCHIFF. So during the litigation, opposing counsel and the opposing party were seeking damages, but in the judge's order, the judge awarded the hospital to the other party?

Mr. MOLE. Yes.

Mr. SCHIFF. And at no time in the pleadings or in arguments of counsel did the opposing party actually ask for that remedy?

Mr. MOLE. To my recollection, no. We were so—I was totally stunned and surprised by that particular aspect of the opinion.

Mr. SCHIFF. Did you ever learn beyond your suspicions why Amato and Levenson were brought in?

Mr. MOLE. Only from these proceedings, from the subsequent proceedings. I testified in the fifth circuit in that proceeding with—the fifth circuit's judiciary commission, or whatever the term is, investigated and made a recommendation to this body. And I had the same sort of questions you have asked that suggested these things have happened, but other than that, I have no direct knowledge of them.

And I testified in the grand jury hearings, but I don't believe there is any suggestion there.

Mr. SCHIFF. Just one last question before I turn it over to my fellow colleagues. You mentioned that you weren't surprised by the outcome in the case. What was it about the nature of the trial or the—the judge's conduct of the trial that led you to believe you were going to lose in the end, notwithstanding your feeling about the merits?

Mr. MOLE. You know, after trying a lot of cases, you just get a feeling when it—it is hard to isolate the factors, but there was the reputation that I had learned of before trial.

Mr. SCHIFF. And what reputation are you talking about?

Mr. MOLE. Of the relationship between Judge Porteous and these two lawyers. Judge Porteous came from a state court bench. He had been a state court judge in—in Jefferson Parish, which has a history of corruption. So that confirmed or reinforced my concern about a corrupt result.

The attitude of the lawyers, the flow of the trial, you know, Judge Porteous is a strong personality and a good trial judge, in the sense that he knows the rules of evidence. He is decisive. So I can't say the trial made me feel like he was leaning on me, but nonetheless, I felt just an instinct that, you know, this is—this is—I know where this is going to end up, and my remedy is going to be in the court of appeal.

Mr. SCHIFF. Thank you. That is it for me.

Mr. Goodlatte?

Mr. GOODLATTE. Thank you, Mr. Chairman.

Mr. Mole, you—in response to questions from Mr. Damelin and from the Chairman, you indicated you believe that Judge Porteous had a duty to disclose during the hearing on your motion that he recuse himself of the payments that he had received from the attorneys on the other side. And I presume—perhaps you answered this. I presume that as this case drug on for a long period of time after the case was tried and these other payments were received, I pre-

sume you felt that he would have had a duty to have disclosed that to the parties in the case, as well. Is that correct?

Mr. MOLE. Yes. While the case was under submission would have been a particularly sensitive period—things happen that affects the outcome.

Mr. GOODLATTE. Doesn't Judge Porteous's failure to notify the parties after these events—after, in fact, he said he would do so—amount to a fraud on the court?

Mr. MOLE. I have never been a judge, so I don't reach legal conclusions, but my opinion is it was a fraud on my client.

Mr. GOODLATTE. And that that is a—that is in—in fact, a part of a judicial proceeding over which he was the presiding officer that would be, in fact, more than a fraud on your client. It would be a fraud on our judicial system, would it not?

Mr. MOLE. Yes, I would tend to agree with you, yes, but it is not my decision.

Mr. GOODLATTE. What was your reaction when you read Judge Porteous's opinion in the *Liljeberg* case?

Mr. MOLE. You know, I remember where I was when I read it. I was in court to try another case in Jefferson Parish, and somebody brought it over to me, before BlackBerries. I think this was in, what, 2000—yes, 2000. And I remember flipping through it, standing there and saying, "Jeez, he hit us there, he hit us there, he hit us there," so there were a number of claims. It was a very big case. And when I got to the decision on the—on the hospital, my reaction was, "Well, that is good. This is so off-the-wall it is going to be easier to shoot at the whole opinion on appeal. This is so unbelievable as a result, that he would simply take the hospital and give it back to the Liljebergs. I have to look at this, but I don't think there is any support to that."

Mr. GOODLATTE. But did your original concern about his relationship with the attorneys and your motion to have him recuse himself come back to mind, as you read that opinion?

Mr. MOLE. You know, I am—I am a trial lawyer, so I am only result-oriented. At that point, I was focused on, "Okay, let's get on to the appeal." I put all that time in.

Mr. GOODLATTE. Knowing what you know now, which is more than what you knew then, about the relationship between the judge and the attorneys, do you believe that the decision was based solely on a reasonable interpretation of the relevant law? Or do you think it was influenced, at least in part, by his relationship with others?

Mr. MOLE. I think it is the latter. You know, yesterday, I watched in the conference room as Mr. Amato testified. And, you know, I heard all those facts, but hearing Jake say them, it sort of took my breath away.

Mr. GOODLATTE. Were you familiar with the conversation that Mr. Amato testified to yesterday about his conversation with the judge in which he basically said, "You had better make your case, or the fifth circuit will take it away from you"?

Mr. MOLE. You know, that rang true, from based on—on what I saw and believe.

Mr. GOODLATTE. Were you surprised or concerned about the length of time it took the judge to decide this case, almost 3 years

from the time you went into court until he rendered an opinion? Is that common?

Mr. MOLE. No, it was very unusual. It was very hard on my client. But it was always puzzling as to why it was taking so long, because that didn't benefit anyone.

Mr. GOODLATTE. So were there any efforts made to determine—you know, to contact the court and ask the judge, "Why are you taking so long to render an opinion?" Or were you worried that that might have an adverse effect on his decision?

Mr. MOLE. You are always careful about contacting a judge who has got your case in his hands. I called Don Gardner, the lawyer we had hired, and said, "Do you know what is going on? Have you seen the judge?" And his reaction was, "Don't know. He is taking a long time. It is a hard case."

Mr. GOODLATTE. When you retained Mr. Gardner, Mr. Gardner was paid a retainer of $100,000——

Mr. MOLE. That is correct.

Mr. GOODLATTE [continuing]. Was that based against any hourly work or simply based upon him showing up in court and doing what you ask him to do during the court of the trial?

Mr. MOLE. That was a retainer that he was going to keep no matter what.

Mr. GOODLATTE. And did he have any contingency arrangement?

Mr. MOLE. Yes, there was—his fee went up, as the result got better for us, to a maximum of $500,000. And part of my thinking on agreeing to that was, I wanted to make him have an interest in the case, because I wanted to be able to trust him to be interested in the outcome when he became involved. And I was hoping that pressure from both sides, of having friends on both sides would cause the judge to step aside. There was also a payment that Don would get if the judge did recuse himself.

Mr. GOODLATTE. Now, you said that, during the trial, Judge Porteous on several occasions examined or cross-examined your witnesses after you had put them on and after the Liljeberg attorneys had questioned those witnesses.

Mr. MOLE. That is correct.

Mr. GOODLATTE. That is not entirely unusual. Judges do ask questions in cases, don't they?

Mr. MOLE. Absolutely. And he did—he did that to at least one of the Liljeberg witnesses that I recall, laid into him pretty well. He has a strong personality.

Mr. GOODLATTE. I think that is all the questions I have, Mr. Chairman. Thank you.

Mr. SCHIFF. The gentleman yields back.

Ms. Jackson Lee?

Ms. JACKSON LEE. Thank you very much, Mr. Chairman.

And, Mr. Mole, thank you for your presence here. Some of the questions I may pose may have already been answered, but let me try to sort of lump them together and pose a series of questions to you.

First, let me ask you this. Did you ever give anything to Judge Porteous, any—anything, a gift?

Mr. MOLE. No, I have never given him anything, never taken him to lunch, never——

Ms. JACKSON LEE. Did you ever—did you ever take him to lunch?

Mr. MOLE. Never.

Ms. JACKSON LEE. Did you ever give him cash?

Mr. MOLE. No.

Ms. JACKSON LEE. Did you ever go hunting with him?

Mr. MOLE. No.

Ms. JACKSON LEE. Would you ever give things of value of the nature that I just asked to a judge, period, or if you had a case before he or she?

Mr. MOLE. No. I have contributed to judges' campaigns, but that is the limit of what I have done with a judge.

Ms. JACKSON LEE. And you had a case before him. Could you just—the case involved what issue? The case that you had before him involved what issue?

Mr. MOLE. Before Judge Porteous?

Ms. JACKSON LEE. Yes.

Mr. MOLE. It was a very old dispute. The Liljebergs are a family in New Orleans. They are originally pharmacists. They obtained a license to build a hospital in New Orleans in the suburbs in the early 1980's, and they didn't have the money or the expertise to build or run it, so they hired Lifemark to build it, to finance it, and then Lifemark leased the hospital from them, and they had a contractual arrangement with Lifemark to run the pharmacy in the hospital for a profit. And then they had a mortgage on the hospital that was held by Lifemark.

And so all those relationships went bad almost immediately. The litigation began in 1987 in state court over pharmacy payments. The Liljebergs got into other financial trouble with other lenders in the 1980's and early 1990's and lost their hospital to Travelers, who had financed their medical office building. So by the time we got to trial, the litigation was over the loss of the hospital, which they blamed on my client.

Ms. JACKSON LEE. Which is Lifemark?

Mr. MOLE. Lifemark. And over how much money Lifemark owed them for running the pharmacy. And the claims there varied between—I think the judgment value of Judge Porteous's judgment was about $15 million. The Liljebergs sought up to $30 million or $40 million.

Ms. JACKSON LEE. So this was a case long in brewing and very important and very complex?

Mr. MOLE. Yes.

Ms. JACKSON LEE. A lot of documentation, a lot of work that would go into it for your preparation?

Mr. MOLE. Absolutely, yes.

Ms. JACKSON LEE. And I understand that, in the course of working on this case, there was a decision to hire Don Gardner. And forgive me if you have answered this, but I just want to try and reinforce the point. How much was Mr. Gardner paid for simply entering into the contract?

Mr. MOLE. One hundred thousand dollars.

Ms. JACKSON LEE. And it was a complicated case. Could you point out to any precise expertise that Mr. Gardner had for this case?

Mr. MOLE. None.

Ms. JACKSON LEE. And did he assist you, did he examine any witnesses?

Mr. MOLE. He did no work at trial. I talked to Don quite a bit. You know, he gave me some insight into Judge Porteous's personality and likes and dislikes that might help us with witnesses and how we pitch certain issues, which was helpful.

Ms. JACKSON LEE. But minimal?

Mr. MOLE. Yes.

Ms. JACKSON LEE. A minimum. Do you think that your clients were influenced—or let me just ask this. Did Mr. Gardner have a relationship with Judge Porteous?

Mr. MOLE. Yes.

Ms. JACKSON LEE. Do you think your clients had any understanding of that? And was there some consideration of that fact?

Mr. MOLE. I would say that is the only reason he was hired.

Ms. JACKSON LEE. Would you think that the value of Mr. Gardner's services—and let me clarify that or qualify that by saying this is not a trying of Mr. Gardner. I am sure that he is a well respected lawyer. But let me try to find out, was the compensation equal to the services rendered?

Mr. MOLE. You know, it was a risk taken by him to get involved, and it was a risk taken by my client to pay him that much money. I don't think the fee was unearned in that sense. I think it was—it was earned. A difficult situation, and I am not—you know, not happy about it.

Ms. JACKSON LEE. Let me try to put it in a different way so that—certainly, counsel can provide a variety of support, but did—did the—the level of work, intensity of work equal to the purpose or for his being retained?

Mr. MOLE. Well, in a sense, Ms. Jackson Lee, Don is a very active lawyer. He is the kind of guy who is in court every day, who has a dozen files in his briefcase, and has lots of people in the middle of divorces who want his constant attention. I will say this for him: He was very diligent in being in court and being available and being supportive. You know, I like him, enjoyed his company, but he had to give all that up, so I don't know how much in fees he lost and how much in clients' goodwill he lost, but it was worth—worth it to my client to pay him that much to give that up.

And so, I mean, the bargain was what they made, and, you know, I wouldn't—I wouldn't say the fee was unearned. I think he—he gave us what we asked for. And——

Ms. JACKSON LEE. But it was a decision of the client and not of yours?

Mr. MOLE. I ultimately went along with the client, but if I hadn't agreed to do it, they would have found another lawyer. I would have lost the case.

Ms. JACKSON LEE. Did Don Gardner ever tell you that he saw Amato's partner, Creely, in Las Vegas with Judge Porteous at his son's bachelor's party?

Mr. MOLE. No, I didn't know about that.

Ms. JACKSON LEE. That doesn't ring a bell?

Mr. MOLE. No, it does not.

Ms. JACKSON LEE. If you had known that, would that have been important to you at the time?

Mr. MOLE. You know, I wanted to know who was paying for it.

Ms. JACKSON LEE. The idea of having a team on the other side of the case that may have had a longstanding relationship, you practices for a number of years—I am sure you have practiced in state and local courts, as Federal courts, rather. How much of a disadvantage and how injurious is that to the justice system to have potentially individuals in the opposition that may have had a financial relationship with the decider?

Mr. MOLE. You know, that is a very difficult and a very big question. You know, as a lawyer, I have practiced law all around the country and in Puerto Rico, tried cases, anyway. And you visit courthouses where you don't know anybody, and you walk in, and everybody else knows everybody else, and you know the judges have—and even in New Orleans, I would go into courthouses where the judges know the lawyers, but they don't know you.

And that is normal. That is human relationships, and you live with that, and I know how to handle that. But if—you know, and judges socialize, and I think they—you know, they socialize with lawyers. It is natural. And it is a good thing.

But if there is a financial relationship, you sort of have to trust the judge to disclose that or to withdraw and—and draw his own boundaries that make the system work.

I can deal with social relationships. You know, I can get to like people or get them to like me or not. And I can trust the system that way. But if it is a financial relationship, I can't work with that. You know, I just need to have the system work the right way.

Ms. JACKSON LEE. Mr. Chairman, this is my last question. But, Mister, you sought a recusal, did you not?

Mr. MOLE. Certainly did.

Ms. JACKSON LEE. And were you successful?

Mr. MOLE. No, we lost.

Ms. JACKSON LEE. And what was the final result of the case in the—in the trial court?

Mr. MOLE. We lost. You know, it was—there were many aspects of the case. We lost every one big.

Ms. JACKSON LEE. And as a—we always have a special affinity for the case we are trying. But as a seasoned lawyer, do you think you had some aspects of your case being meritorious?

Mr. MOLE. You know, I watched Jake yesterday say he thought he won. And every lawyer thinks, you know, they are great. It is the nature of the beast. And my wife has to deal with that.

But I truly think we pitched a shutout, that it was a silly case and we should have won, and it was fueled by something other than, you know, facts and law.

Ms. JACKSON LEE. And you don't think because you were the defense in a plaintiff's oriented court system that it might have been that biased, plaintiff versus defense, big guys versus the little hometown guys?

Mr. MOLE. There may have been some of that. But, you know, I find in commercial litigation you—you find less of that. These are two business interests that were, you know, going at it head to head. And the Liljebergs were a smaller entity, but that may have been part of it.

Ms. JACKSON LEE. So you were in a lopsided situation?

Mr. MOLE. Yes.

Ms. JACKSON LEE. Thank you, Mr. Chairman.

Mr. SCHIFF. The gentlewoman yields back.

Mr. Lungren?

Mr. LUNGREN. Thank you very much, Mr. Chairman.

Mr. Mole, for many—many years, I have introduced legislation to allow peremptory challenge in the Federal system. If there had been a peremptory challenge, you would have had a different judge, wouldn't you?

Mr. MOLE. I certainly would have used it.

Mr. LUNGREN. Since you don't have a peremptory challenge in the Federal system, what is your recourse in a trial where you believe the judge may not give you a fair hearing?

Mr. MOLE. Well, you could make a motion to recuse. And then you—failing that, you make a very good record.

Mr. LUNGREN. Is there—what information that has been revealed through these proceedings and the proceedings in the fifth circuit—what of that information was—were you aware of at the time you made your recusal motion?

Mr. MOLE. Well, all I knew was that Mr. Amato and Mr. Levenson dined frequently with Judge Porteous, didn't know who paid, although I suspected they paid, and that they socialized, hunting trips, entertainment, out-of-town trips frequently. And I knew that they had a history, as Mr. Amato and Mr. Creely did, anyway, a history as law partners with Judge Porteous.

I learned that Mr. Levenson—and I am still not certain about this—that Mr. Levenson had been Judge Porteous's guest at a Fifth Circuit Judicial Conference, at—I believe at which judges are entitled to take along one non-judge guest, a lawyer, typically, I guess.

And that is pretty much the facts I was aware of, but they weren't admissible evidence. It was all people telling me that stuff.

Mr. SCHIFF. Could you—Mr. Lungren—Mr. Mole, could you pull the microphone down and bring it a little closer to you?

Mr. MOLE. Sure.

Mr. SCHIFF. You want to bring it down even more than that.

Mr. LUNGREN. In making your request, your motion for recusal, was that by way of written evidence or—or written documents that you filed with the court, articulating these—these specific concerns?

Mr. MOLE. Yes. Ordinarily, you know, I haven't done it but once, but ordinarily, when you make a motion to recuse, you submit evidence in the form of an affidavit——

Mr. LUNGREN. Right.

Mr. MOLE [continuing]. From a banker or somebody who says, "I have a relationship," or, "I know their cousins," or something. I had none of that, so I submitted my own affidavit saying, "I have heard these things." And that left me feeling a little exposed.

Mr. LUNGREN. You had none of that because neither the judge nor the attorneys on the other side revealed those things to you, correct?

Mr. MOLE. That is certainly true.

Mr. LUNGREN. Was it your understanding there was any obligation on the part of the judge or the other attorneys to reveal that to you and to reveal that to the court for the record?

Mr. MOLE. As I recall, my legal research and reasoning, when we made the motion to recuse, my focus was on the judge. I don't have any understanding and haven't analyzed what the lawyer's responsibility was. I think that is a whole other ball game with the ethics commission of the Louisiana Bar Association. But my effort was to get the judge to disclose. And I thought he should disclose the details of the relationship.

Mr. LUNGREN. As a lawyer before the Federal courts and the Louisiana bar, would you believe you would have a responsibility to articulate facts that would indicated a personal relationship with the judge if a recusal motion were being made in a case in which you represented one of the parties?

Mr. MOLE. Yes, and I agreed with what Jake said yesterday, that if—if he were going to disclose the facts that he has disclosed to this body, he would have had to disclose them to the Louisiana Bar Association, as well.

Mr. LUNGREN. Yesterday, when I questioned Mr. Amato, I asked him about the conclusions of the Fifth Circuit Court of Appeals, in which they characterized Judge Porteous's ruling and various aspects of it as inexplicable, constructed entirely out of whole cloth, nonsensical, absurd, indicating that there was nothing based in law or fact to justify the decision.

Yet under cross-examination, I believe, Mr. Amato suggested that, well, you have to understand, the appellate judges were from Texas, and they don't understand Louisiana law.

I don't practice in Louisiana. I haven't practiced in Louisiana. What would your response be to that?

Mr. MOLE. I smiled when I heard it yesterday, too. I was listening to the monitor. I think it is laughable. I think the fifth circuit is a fine court. I think Judge Higginbotham, who wrote the opinion, is the most respected member of that court. He is known for his intellect.

Mr. LUNGREN. This is Judge Higginbotham that is known by opinions that he writes for the fifth circuit, correct?

Mr. MOLE. Largely on Louisiana law. Louisiana is a very litigious state. It is one of three states only in the fifth circuit, so it is Mississippi, Louisiana and Texas. So a substantial number of the fifth circuit's opinions are about Louisiana issues. And they have their pick of the law clerks from the law schools.

So they—you know, it is a good court. And the fact that they don't know Louisiana law is ludicrous. And Louisiana law is not that weird. We used to be, and we used the Napoleonic code to scare out-of-state clients into hiring us, but it really isn't that different anymore.

Mr. LUNGREN. Well, truth is a defense. So thank you for that.

Do you have an opinion about the possible reason for the delay in the rendering of the opinion? In other words, did that delay disadvantage either side disproportionately?

Mr. MOLE. It did my client, in the sense that it had to—it had to post a bond. I think we posted a bond of approximately—maybe

$40 million, somewhere plus or minus $10 million, a large bond. So that had to be maintained and interest had to be paid.

Also, one of the key aspects of the decision was not monetary. We sued to sever the relationship, the contract with the Liljebergs. They ran the pharmacy in the hospital. They are very difficult people. And it was very difficult to run a hospital with a pharmacy which supplies all the medications who was hostile to my client, because they have to cooperate to treat patients. And the Liljebergs were always reporting the hospital to various state agencies and trying to make trouble and suing us. This is not the only lawsuit that we had with them, so it was a very difficult relationship, and severing that relationship was very important, and that went on for 3 more years than it had to, in my opinion.

Mr. LUNGREN. So delay didn't work in the favor of your client?

Mr. MOLE. It certainly did not.

Mr. LUNGREN. On page 183 of your testimony for the fifth circuit, you make reference to Mr. Gardner telling you something about Jeep leases and Jeep purchases. What was that in reference to?

Mr. MOLE. At one point, Don told me that Judge Porteous's son had gotten a new Jeep and he didn't know where it came from and he wondered about it. And that is about all I remember about that.

Mr. LUNGREN. Okay. So you don't have any further information——

Mr. MOLE. No facts.

Mr. LUNGREN [continuing]. On that. Is that correct?

Mr. MOLE. That is correct.

Mr. LUNGREN. Any attorney in this room who has been in a courtroom understands the uncertainty when you go before any judge, even a judge you may know well. But going into an environment where a judge has a personal relationship with the attorneys on the other side, where there are actual payments of funds made by those attorneys to that judge, where in the past there are legal proceedings directed to those attorneys by the judge and which result in some financial benefit to those attorneys, and is the source of the funds that they pay the judge for his personal expenses, if you have that information going in, if you would have had that information going in, what would you advise your clients about the prospects of getting a fair trial?

Mr. MOLE. We would say it is extremely doubtful that we will get a fair trial and that, if those facts were exposed to the light of day, that if the judge refused to recuse himself, we certainly had an almost certain chance of getting that reversed by a court of appeal, if the facts were fully known.

Mr. LUNGREN. During the conduct of the trial itself, did you feel you were getting a fair shot?

Mr. MOLE. Yes, I think Judge Porteous conducted the trial in a way that objectively had the feel of a balanced experience. I mean, I didn't—he didn't refuse me the opportunity to put on my evidence. He didn't refuse to sustain my objections when I made them. Some he did, some he didn't, like any judge.

But, you know, just the overall impression I had, knowing everything I knew, and synthesizing that information, my opinion was we were—we were trying it for the—for the court of appeals. We were making a record to survive his judgment.

Mr. LUNGREN. And when you—when you actually had an opportunity to review his opinion in the case, with respect to the findings of fact and findings of law and the conclusions he rendered, what was your observation then?

Mr. MOLE. Well, like I said, I mean, my main—my principal reaction was, "This is good for my client, because it is so one-sided and so unsupportable that it will raise eyebrows and we should be able to get it reversed." And in some of the claims where I didn't feel we had as strong a case as others, I think our case increased in value.

Mr. LUNGREN. But you weren't banking on a Fifth Circuit Court of Appeals that couldn't understand the intricacies of Louisiana law, were you?

Mr. MOLE. No. I had every confidence they would understand that.

Mr. LUNGREN. Didn't you want a Fifth Circuit Court of Appeals that did, in fact, understand the laws and the proper application of the laws in the case?

Mr. MOLE. Absolutely. If you look at our briefs to the fifth circuit, we took that argument on the hospital and put it up front, because it was so unsupportable and so clear what the result should be under Louisiana law. And we went back to French commentators and translated them and sent them to the court. So we layered that brief with all the Louisiana law we had. It wasn't something that concerned us. Those are—those are bright judges, and it is a bright court.

Mr. LUNGREN. You didn't make appeal to Texas law, I take it?

Mr. MOLE. No. I have been in Texas.

Mr. LUNGREN. Thank you very much.

Mr. SCHIFF. The gentleman yields back.

Mr. Cohen?

Mr. COHEN. Thank you, Mr. Chair.

How long have you practiced law in the New Orleans area?

Mr. MOLE. Thirty-two years. The first year was as a clerk to a Federal judge.

Mr. COHEN. So you are aware of the general opinions of the members of the bar about the judiciary in the New Orleans area?

Mr. MOLE. Yes.

Mr. COHEN. Do you believe members of the bar are aware of the issues that have arisen concerning Judge Porteous and this hearing?

Mr. MOLE. Well, it is certainly gotten extensive press coverage. Yes, it is—everybody is aware of it.

Mr. COHEN. And do you—how do you believe these issues that have been written in the press, that have been discussed, that have been aired now on C-SPAN, that are out in the public domain, might affect the attitude of the New Orleans bar toward having a—a sitting judge who is in this situation?

Mr. MOLE. You know, I can't speak for other people. I think it is unfortunate; it reflects bad on the legal community in general in Louisiana, in New Orleans. You know, we have had our problems with judges, mostly on the state court. There have been Federal judges who have been convicted of crimes. And it is—and it is comforting to know the system ultimately works. Here we are today.

Mr. COHEN. Is Judge Porteous still hearing cases?

Mr. MOLE. No, he is not.

Mr. COHEN. How long has he stopped?

Mr. MOLE. I believe it has been a little over a year, but I am not certain. I think at that fifth circuit hearing, after that, he was taken out of active cases.

Mr. COHEN. So that was done by the—was that—that wasn't voluntary?

Mr. MOLE. I think he voluntary stopped hearing criminal and other cases involving the government some time ago.

Mr. COHEN. How about civil cases?

Mr. MOLE. Civil cases, I think he gave up—I am not certain, but I believe it was—the fifth circuit took him out of active work about a year ago, maybe longer.

Mr. COHEN. And is there somebody hearing cases in his stead?

Mr. MOLE. It is a big court, so, you know, I don't know if they have been reapportioned to other judges or—I don't believe there is anybody temporarily holding his—his bench.

Mr. COHEN. Do you know if there has been—there is a backlog of cases in New Orleans? Has it been difficult on attorneys to get cases to trial, more difficult than normal?

Mr. MOLE. I don't believe it has. It is a big bench, and there is a lot of post-Hurricane Katrina work still going on. So it is busy, but I don't think it is—you get a pretty good trial date setting in New Orleans.

Mr. COHEN. I yield back the balance of my time, sir.

Mr. SCHIFF. The gentleman yields back.

Mr. Sensenbrenner?

Mr. Johnson?

Mr. JOHNSON. Thank you, Mr. Chairman.

How many judges—how many trial court judges—federal district court judges in the Eastern District of Louisiana?

Mr. MOLE. I believe there are 16, and there are a number of senior judges, senior—who are active, so it is probably up to about 20.

Mr. JOHNSON. How did the *Liljeberg* case happen to be assigned to Judge Porteous?

Mr. MOLE. The previous Federal judge who had died, Judge Oakley Jones, and his cases were re-allotted, and Judge Porteous got that case, by random allotment, to my knowledge.

Mr. JOHNSON. Did you keep up with the criminal investigation done of Judge Porteous in connection with the events we are talking about today?

Mr. MOLE. I was interviewed and testified to the grand jury. I was interviewed by the FBI and testified to the grand jury. Other than that, I have read the newspapers, because it was—it was known in the public.

Mr. JOHNSON. Do you have any suspicions about why Judge Porteous was not indicted by the U.S. attorney?

Mr. MOLE. I have no knowledge of how that decision was made one way or the other.

Mr. JOHNSON. Do the judges run on a—on—do they run for re-election as Democrats and Republicans? Or is it a non-political race?

Mr. MOLE. Well, they are all appointed by——

Mr. JOHNSON. Excuse me. I am sorry. Gosh, okay, all right.

Mr. MOLE. So we can tell who appointed them, but that is about as far as their politics go.

Mr. JOHNSON. Okay. I am sorry. I am starting to think back to the state court days.

So your testimony is that you have no suspicions about the failure to indict Judge Porteous by the U.S. attorney?

Mr. MOLE. No. You know, I—having been caught up in this sort of by accident, and I have not tried to learn any more than comes my way through this process.

Mr. JOHNSON. Now, the entry of appearance of Mr. Amato and Mr. Levenson was about 6 weeks before trial. Is that correct?

Mr. MOLE. That is my recollection, yes. I think they made their appearance on September 19. They made their application to be employed on September 16 in the bankruptcy court. And the trial was set for, I believe, November 4 or November 6, whichever was a Monday. So that is the math.

Mr. JOHNSON. And this came as a surprise to you, did it not?

Mr. MOLE. Yes.

Mr. JOHNSON. And let me ask you a question about your—your client. Did your client have to expend more money than it would have had to spend had you not had this strong suspicion of a—that you may get home cooked in Judge Porteous's court?

Mr. MOLE. You know, it is impossible to be certain about, but probably.

Mr. JOHNSON. Well, I mean, without—without the plaintiffs having hired Mr. Amato and Mr. Levenson, would it have been necessary for your client to spend $100,000 retaining Mr. Gardner?

Mr. MOLE. No.

Mr. JOHNSON. Were there—are there any delays during the course of this episode that cost your client money, such as the 3-year delay between the—the time that the evidence was in and the time that there was a decision issued by the judge?

Mr. MOLE. That certainly cost money, but I don't know what would have happened if it had taken another path.

Mr. JOHNSON. Well, I mean——

Mr. MOLE. Certainly, all those things were expensive.

Mr. JOHNSON. Well, let's speak hypothetically. If you had won the case—and you are pretty certain it was a slam dunk—if you had won that case, there would have been no need for your client to—to move into the fifth circuit. Is that correct?

Mr. MOLE. That is correct, but the other side may have appealed.

Mr. JOHNSON. Do you have any idea how much the—the appeal to the 11th Circuit cost your client?

Mr. MOLE. I think, in attorney's fees, it was probably close to $1 million between my firm, which was minor on the appeal, and the Texas firm, which was major in that role.

Mr. JOHNSON. Now, with respect to the recusal motion, I think you have testified that there was a short—or there was a hearing on that particular motion that you filed after giving it a lot of thought.

Mr. MOLE. That is correct.

Mr. JOHNSON. And you had never filed a motion to recuse in, what, then 25 years of practicing law?

Mr. MOLE. And haven't since.

Mr. JOHNSON. And how long did the hearing take on this motion to recuse?

Mr. MOLE. Less than an hour.

Mr. JOHNSON. Okay. And this hearing consisted of you submitting an affidavit to the court with hearsay information.

Mr. MOLE. Yes, my hearsay in a brief with the law and argument.

Mr. JOHNSON. Yes. And——

Mr. MOLE. And an oral argument with the judge and opposing counsel.

Mr. JOHNSON. Mr. Amato was there listening during that proceeding?

Mr. MOLE. I believe he was, yes. I don't believe he spoke. It was principally Mr. Levenson who argued the other side.

Mr. JOHNSON. Are you—could you say that Mr.—would it be fair to say that Mr. Amato did nothing to clear up the nature of the relationship that he had with Judge Porteous?

Mr. MOLE. That would be accurate.

Mr. JOHNSON. And Mr. Lungren asked you this question. I am going to just ask it again. You know, well, strike that. Strike that.

What was the reason why Judge Porteous took so long in issuing a ruling in this case?

Mr. MOLE. You know, I am not certain. What I have heard—and it makes sense—is that he did it himself and he didn't have a law clerk who was consistently available throughout the process to understand everything, who could work on it. And, you know, other than that, I could only speculate.

Mr. JOHNSON. Were there any discovery disputes between the parties during that litigation?

Mr. MOLE. Well, pre-trial, no. You know, there were—before I got in the case, there were significant discovery disputes in the record. By the time I got in, things went pretty smoothly in discovery, because everybody was eager to get to trial, and it worked pretty well.

Mr. JOHNSON. So after the time that Amato and Levenson signed on to the case, did the court have an opportunity or did Judge Porteous have an opportunity to rule on any motions that were filed by either party, plaintiff or the defendant?

Mr. MOLE. Yes, we filed significant pre-trial dispositive motions, which were denied, motion for summary judgment. We filed, as I recall, early on, I filed a motion for leave to amend, to restructure the claims so that I could ask for a jury, because that was one way to avoid part of the problem that we had with the judge to get a jury, but that was denied, as well. It would have been very difficult to get a jury because of the bankruptcy jurisdiction, but I tried that angle, as well.

Mr. JOHNSON. Did the findings of fact and conclusions of law on any of those motions that you filed or—excuse me, that were heard after Amato and Levenson made the first appearance—first appearance in the case, was there any judicial ruling that was appealed to the fifth circuit?

Mr. MOLE. None of those, no. Under the Federal practice, you could only appeal once the case is final. The only thing we took to

the fifth circuit prematurely was the denial of the recusal, and the fifth circuit refused my appeal on that, as well.

Mr. JOHNSON. One minute, Mr. Chairman.

Now, the judge ordering a return of the hospital—and, by the way, before I go into that, let me ask this question. Were you surprised by any of the rulings on your motions that the judge made during the period between trial and the time that Amato and Levenson signed on to the case?

Mr. MOLE. No.

Mr. JOHNSON. You didn't feel that any of those rulings were in any way outlandish or unsupported by sufficient evidence?

Mr. MOLE. No, I had—I don't have a clear recollection of the basis for most of them, although I can guess, and, you know, they are the usual pre-trial motions, and I was surprised by the outcome.

Mr. JOHNSON. Now, the judge ordering the return of the hospital to the Liljebergs, what benefit would accrued to Levenson and Amato, to your knowledge, if that ruling had been upheld on appeal?

Mr. MOLE. Their fee arrangement was they received 11 percent of the recovery on the claim for the loss of the hospital. So that would have been between them and the Liljebergs, but if they got the hospital back, the trick would have been to value the hospital—their own experts had valued it at a range between $50 million and $75 million. So if I were them, I would say, "Mr. Liljeberg, you owe me 11 percent of $75 million." And that is what—that is what I think the fee should have been.

Mr. JOHNSON. Were the conclusions drawn from the testimony of—well, strike that. Were the judges questions of your witness—you talked about the judge cross-examining your witness—it was cross-examination, was it not?

Mr. MOLE. Yes. Well, I mean, he questioned them. I felt it was across the line in the cross-examination, but that was my opinion.

Mr. JOHNSON. Leading questions and——

Mr. MOLE. Yes, suggesting the answers and leaning on the witness strongly.

Mr. JOHNSON. Yes. And how many questions do you—did the judge ask during that time period, during——

Mr. MOLE. You know, probably not more than 15, 20 minutes, but Judge Porteous is a good lawyer, so he got it over with quickly, and he got to the point, so he did a good job of questioning. And that is what I wanted an opportunity to follow up on.

Mr. JOHNSON. Were the—any of the—was any of the testimony that that witness, your witness, gave under cross-examination by Judge Porteous cited by Judge Porteous in his ruling on the disposition of the case?

Mr. MOLE. I don't recall. I don't recall that it was.

Mr. JOHNSON. Were the judge's questions, based on your knowledge and experience, unusually partial to the plaintiff's case?

Mr. MOLE. I felt I had a valid objection that they were at the time. But like I said, he did that to one of the—at least one of the Liljeberg's witnesses, as well, so maybe that is just his style, but I wanted the record—like every good lawyer, you want to—you want to get the last word.

Mr. JOHNSON. Was the issue of the judge cross-examining your witness for 10, 15, 20 minutes, was that a subject of the appeal to the fifth circuit?

Mr. MOLE. No, it was not.

Mr. JOHNSON. Were there any other incidents in the—in the trial, during the trial which might have indicated bias or a corrupt intent on the part of Judge Porteous?

Mr. MOLE. Nothing else stands out, Mr. Johnson.

Mr. JOHNSON. Thank you, sir, and I have no further questions at this time, and I will yield back.

Mr. SCHIFF. The gentleman yields back.

Mr. Gohmert?

Mr. GOHMERT. Thank you, Mr. Chairman.

And, again, like Mr. Johnson, I would request a word limit rather than a time limit. It will work better. But thank you.

Mr. Mole, I am curious about a couple of things. But for one, this occurred back around 1997 that you filed a motion to recuse. Are you aware of whether information went out among the local bar in New Orleans about your case and what had occurred in your case?

Mr. MOLE. Yes, I don't know. Certainly, everybody I knew heard me complain about how long it was under submission. The motion to recuse was in October 1996. We tried the case in 1997. I don't think it was that publicly——

Mr. GOHMERT. Do you remember—do you remember about what year you found out that there was money being paid by attorneys for your opponent to the judge that just happened to coincide with, basically, the—based on the number of curatorship cases that were sent to their firm?

Mr. MOLE. I didn't learn of that until the fifth circuit lawyers interviewed me to be a witness in their proceedings, which I believe was about a year-and-a-half ago, maybe 2 years. So I learned that relatively late in the game.

Mr. GOHMERT. I see. So that was not common knowledge then around the bar in New Orleans?

Mr. MOLE. No. I don't think that became common knowledge until the fifth circuit published its—or made public its recommendation that Judge Porteous be impeached.

Mr. GOHMERT. If Judge Porteous were to begin receiving cases submitted again, assigned again by lifting of the suspension by the fifth circuit, other than the firm of Creely, would you know of lawyers around New Orleans who would not be requesting a jury trial on complex cases?

Mr. MOLE. No, I think—you know, I think they would have a problem getting lawyers who were comfortable with him as the only fact-finder.

Mr. GOHMERT. Because one of the concerns I have is that litigants normally are supposed to have a right to either have a trial by jury or a trial by judge. And if one of those two is effectively excluded, then it would seem to be an unfair judicial situation for the people in that district. You understand my point?

Mr. MOLE. Absolutely. And I would certainly ask him not to hear my cases if I went back to Federal court.

Mr. GOHMERT. Or if you had a case assigned back in his court, I know you would look forward to it, but would you go to the court, or would you be requesting a jury in Judge Porteous's court?

Mr. MOLE. I almost always request—I request a jury.

Mr. GOHMERT. I am curious. I know that some terms that are used in the Constitution and in the law have meanings that are relative. One term that is used in the Constitution is good behavior, that the judges both of the supreme and inferior courts shall hold their offices during good behavior. And so I am wondering about—since I have never been a member of the bar in New Orleans. I have been a member of the fifth circuit bar, but not of New Orleans.

I am curious—and never having been before a court lower than the fifth circuit in New Orleans, I am curious, is good behavior considered to be—or include sending curatorship cases to attorney's firms and expecting funds back based on the number of curatorships? Is that considered good behavior in the New Orleans bar, to your knowledge?

Mr. MOLE. Well, that happened, I believe, in the state court bench. But——

Mr. GOHMERT. Well, that is correct. But that, again, was in New Orleans.

Mr. MOLE. You know, I don't—like you said, it is a relative term, and I think it is this body's job to decide.

Mr. GOHMERT. So are you saying that that is a common occurrence? I am wondering, because we had a dissent filed by another Louisiana judge, and just from my experience, it seems like people who engage in the same conduct as someone being charged are often more sympathetic to the one being charged. And so I am just curious how prevalent the practice is and if that is something that is common to your knowledge in the New Orleans bar?

Mr. MOLE. It certainly is not. That would certainly raise eyebrows, and it sounds to me like that something that would be of interest to a prosecuting attorney——

Mr. GOHMERT. Because I——

Mr. MOLE.—U.S. attorney.

Mr. GOHMERT. I am just trying to figure out exactly what the standard is there.

Mr. MOLE. Good behavior.

Mr. GOHMERT. We—this—yes, good behavior. And this—well, the Crime Subcommittee had a hearing in New Orleans a couple years or so ago chaired by Chairman Bobby Scott in which the U.S. attorney said the number one problem in New Orleans before Hurricane Katrina was graft and corruption and the number-one problem in New Orleans after Hurricane Katrina is still graft and corruption. That was his observation.

I was also surprised to find during that testimony—we were at least told in that hearing that it is not uncommon practice for a criminal defense attorney to contact a state judge directly, ex parte, without the prosecutor knowing, and make a case for lowering the bond of a criminal defendant in—in jail. And if the judge is willing to lower the bond to a level that the defendant can make and post and get out of jail, then that judge's court gets a cut of that bond that is made by the criminal defendant.

Somebody like me and others who have been involved in our judicial system in other states were rather shocked by that and shocked to find that apparently that was considered appropriate there in New Orleans. So I am just trying to find the extent to which conduct that apparently is undisputed was considered appropriate behavior, good behavior.

How about throwing books from the bench? You said you have never had them thrown in your direction before. Have you seen them thrown in other lawyers' directions in other cases in New Orleans?

Mr. MOLE. No, sir, I have not. And, you know, I think in Louisiana, we have a reputation for corruption that is unfortunate. And I would disagree that it is our primary problem right now. We have——

Mr. GOHMERT. No, I am just telling you what the testimony was at our hearing.

Mr. MOLE. I just—well, offering my observation, but I think it is certainly bad behavior to take kickbacks from lawyers for assigning them work for the judge——

Mr. GOHMERT. But I don't think it is universally acknowledged that they were kickbacks. Apparently, they just happened to coincide with the number of curatorships that were assigned and be around the $150 initially and then $200 per case. It just happened to coincide directly with the number of curatorships, to my understanding of the evidence before us.

So you—to answer my question, though, you have never seen a judge throw books from the bench before in anybody's direction?

Mr. MOLE. No. I have never experienced that either as a witness or as an object of throwing.

Mr. GOHMERT. Well, and, Mr. Chairman, I am not sure how many cases were assigned after the action was taken against Judge Porteous, but I would request to see if we could get information on how many jury trials compared to bench trials were requested after the time that this information came to light, because I am concerned about the effect on future litigants if the information we take from this hearing were deemed to be good behavior and allowable and Judge Porteous to go back to the bench and resume his caseload. I am wondering if there were already indications that it would have affected litigants' rights to have a bench trial as perceived by the litigants, if the Chair understands my request.

Mr. SCHIFF. I do. And we can try to find out that information.

Mr. GOHMERT. Thank you. And I would yield back.

Mr. SCHIFF. The gentleman yields back.

Mr. Pierluisi?

Mr. PIERLUISI. Good morning, Mr. Mole.

Mr. MOLE. Good morning.

Mr. PIERLUISI. How long have you been practicing in New Orleans?

Mr. MOLE. Thirty-two years.

Mr. PIERLUISI. Have you devoted a substantial amount of your time to trial work?

Mr. MOLE. Yes.

Mr. PIERLUISI. That is the main line of your practice?

Mr. MOLE. I would say my work has been about 95 percent litigation.

Mr. PIERLUISI. And you appear on a regular basis before both state courts and Federal courts?

Mr. MOLE. That is correct.

Mr. PIERLUISI. To your knowledge, what are the—what is the—the entity that imposes the code of ethics in—in Louisiana?

Mr. MOLE. The Louisiana bar.

Mr. PIERLUISI. For lawyers?

Mr. MOLE. On lawyers, it is the Louisiana Bar Association.

Mr. PIERLUISI. How about the——

Mr. MOLE. I think the Supreme Court enforces it.

Mr. PIERLUISI. And the Supreme Court enforces it?

Mr. MOLE. Yes.

Mr. PIERLUISI. And how about the U.S. district court in Louisiana? Does it have its own set of local rules?

Mr. MOLE. No. For some cases, it adopts by reference to Louisiana rules. And in cases in Federal jurisdiction, it adopts the model rules of ethics.

Mr. PIERLUISI. In this particular case that we are concerned about, the *Lifemark-Liljeberg* case, what set of ethics rules were applicable, to your knowledge?

Mr. MOLE. I really haven't looked into that, Mr. Pierluisi. I am sure they are implicated, but I don't know the specific rules. I mean, it is such a general problem.

Mr. PIERLUISI. This was a diversity case?

Mr. MOLE. No. The basic jurisdiction arose under bankruptcy.

Mr. PIERLUISI. I see.

Mr. MOLE. And it may have been diverse citizenship, but that was not the basis for jurisdiction in most of the controversy.

Mr. PIERLUISI. Any ethics rules, other than the Louisiana rules, applying here to your—to the best of your knowledge?

Mr. MOLE. Not to the best of my knowledge. I think it would be Louisiana's rules.

Mr. PIERLUISI. Louisiana's rules, okay. Now, given that you have been practicing so long, is it customary in New Orleans for trial lawyers to go out to lunch or dinner with Federal judges and pay for those meals?

Mr. MOLE. I don't know how frequent it is. I know it does happen. You know, nobody raises any eyebrows at that.

Mr. PIERLUISI. Is it customary for trial lawyers to go out to lunch again or dinner with a Federal judge who is at the time presiding or overseeing a case that those trial lawyers are handling and, on top of it, pay for the bill?

Mr. MOLE. You know, I certainly have never done that. I don't know that it would raise eyebrows. I think every judge sets his own boundaries on those issues. So I really—I am really not competent to give you a general answer on that.

Mr. PIERLUISI. Is it customary—said differently, is it customary in New Orleans for trial lawyers to have ex parte contact with Federal judges while a case is pending?

Mr. MOLE. No, that is forbidden.

Mr. PIERLUISI. Is that the line where you—that you don't cross over?

Mr. MOLE. Absolutely.

Mr. PIERLUISI. Is that the line that most lawyers and trial lawyers in New Orleans avoid crossing?

Mr. MOLE. It is the line you are supposed to avoid crossing in state and Federal court everywhere I have ever practiced.

Mr. PIERLUISI. To your knowledge, is there any ethics rule prohibiting ex parte contact between counsel and a sitting judge or a trial judge?

Mr. MOLE. I know it is forbidden. I don't know the—the rule. Yes, it is forbidden. I don't know—you know, it is like the Ten Commandments. I don't know which—which number it crosses, but it is certainly something you shouldn't do.

Mr. PIERLUISI. Now, you testified earlier that you were uncomfortable about engaging counsel—I believe Gardner—in your case. And you explained that your client was, you know, insisting upon it. Is that a fair way of summarizing what you said to us before?

Mr. MOLE. Yes.

Mr. PIERLUISI. Now, had you done something similar before in any case, meaning bring in a counsel primarily because of his friendship or acquaintance with the trial judge?

Mr. MOLE. Certainly never in Federal court. When I have practiced in courthouses outside of the New Orleans courts, I will hire local counsel who may be local and know everybody. It is just because I—I don't know the court's customs and practices, and I want someone who does.

Mr. PIERLUISI. Is it customary in New Orleans for trial lawyers appearing before the Federal court there to bring in counsel, again, for the primary reason of, you know, having a friend of the judge sitting at counsel's table?

Mr. MOLE. Absolutely not. I think most judges would be offended if you did that, certainly on our Federal bench.

Mr. PIERLUISI. By the way, this case, *Lifemark-Liljeberg*, is over with, and it has been over with now for many years, right?

Mr. MOLE. Yes.

Mr. PIERLUISI. Sitting here today, you have no interest—your client—even your client has no interest in what you are telling us?

Mr. MOLE. That is correct. I have checked with them, and they have——

Mr. PIERLUISI. No financial impact, no——

Mr. MOLE. No, none.

Mr. PIERLUISI. Is it fair for me to say that your interest in appearing here today is simply to cooperate with this Task Force and this proceeding?

Mr. MOLE. That and the subpoena that I got. [Laughter.]

Mr. PIERLUISI. That in and of itself encourages some cooperation. But apart from that, I mean, you have no stake in this.

Mr. MOLE. None.

Mr. PIERLUISI. And your former or existing client, Lifemark, doesn't either.

Mr. MOLE. They don't even own the hospital anymore.

Mr. PIERLUISI. When you learned about the ex parte contacts between your opposing counsel and Judge Porteous, after the case was tried and it was just waiting for his decision, how did you feel about that?

Mr. MOLE. Well, I didn't know about what has been disclosed here until after the case was decided. But when I learned of Judge Porteous'—the extent of his relationship with Jake Amato and Bob Creely and Lenny Levenson, it confirmed my suspicions, yes.

Mr. PIERLUISI. To your knowledge, did Judge Porteous have ex parte contacts with either Amato or Creely or Levenson without Gardner being present?

Mr. MOLE. I don't know. Like I said, I have tried to stay out of learning any more than I already know.

Mr. PIERLUISI. If any such contact happened, what do you feel about it? What do you believe?

Mr. MOLE. I think it would be my duty to disclose it to the appropriate ethical bodies.

Mr. PIERLUISI. I have no further questions. Thank you.

Mr. MOLE. You are welcome.

Mr. SCHIFF. The gentleman yields back.

At this point, Mr. Westling, you have an opportunity to question the witness.

Mr. WESTLING. Thank you, Mr. Chairman.

Mr. Mole, good afternoon, or not quite afternoon, I guess.

Mr. MOLE. We have got 5 minutes left.

Mr. WESTLING. Five minutes left. I will try to use them wisely.

You have testified in two prior occasions relating to this matter. Is that correct?

Mr. MOLE. Under oath, yes.

Mr. WESTLING. One was before the grand jury and the other before the fifth circuit panel, correct?

Mr. MOLE. That is correct.

Mr. WESTLING. And in all of that testimony, you have always indicated that you felt the way that Judge Porteous handled the trial was professional and as a gentleman and was polite, with the one exception of the book incident we have heard about. Is that correct?

Mr. MOLE. That is correct. And even that, I took some pride in being able to get him so angry at me that he threw something at me. That is a—that is a——

Mr. WESTLING. And just to kind of close up on that issue, you have told us that, when you came back the next week, the judge not only ruled in a manner on the record that seemed well thought out, he overruled your objection, but gave you the opportunity to do what you had been asking to do. Is that correct?

Mr. MOLE. That is correct. That is correct.

Mr. WESTLING. And he seemed to have calmed down about the whole situation?

Mr. MOLE. Yes.

Mr. WESTLING. Okay. And I assume it is fair to say, in all the numbers of years you have been in front of Federal judges in the city of New Orleans, that this is not the first time one has lost their temper with you?

Mr. MOLE. No. And even outside of New Orleans.

Mr. WESTLING. And you also talked about Judge Porteous and his questioning of witnesses following on the questions of, in many cases, the cross-examining attorneys for the Liljebergs, correct?

Mr. MOLE. Yes.

Mr. WESTLING. Okay. And he would follow up with his own questions. And at times, you felt that went further than you would have preferred.

Mr. MOLE. That is correct.

Mr. WESTLING. And that is because you thought it was undoing work you thought you had done well. Fair statement?

Mr. MOLE. Work that I and the witness had both done well, yes.

Mr. WESTLING. But in each case, he didn't cause the witness to say anything that wasn't true, did he?

Mr. MOLE. I don't recall the details, but I felt he had pushed the witness to points that were not fair without any follow-up.

Mr. WESTLING. Okay. And so what was appropriate was a follow-up, not exactly what he was doing in questioning?

Mr. MOLE. And that is what got him angry.

Mr. WESTLING. All right. And so as a practical matter, this was not the first, nor will it be the last time that you have had a Federal judge get involved in questioning, particularly during a bench trial?

Mr. MOLE. Certainly not.

Mr. WESTLING. Now, you have talked to us about—just a few more things about the—the conduct of the trial. He made evidentiary rulings, correct?

Mr. MOLE. Absolutely.

Mr. WESTLING. He showed a facility with the rules of evidence that is not typical in a trial judge. Do you think that is a fair statement?

Mr. MOLE. I have said it before: Judge Porteous is a good trial judge. He knows the rules of evidence. He has got a good command of the courtroom. And you want a judge who is decisive and doesn't dither and knows what he is doing when he makes rulings.

Mr. WESTLING. And in this particular case, that kind of a judge was helpful, don't you think?

Mr. MOLE. It makes the trial go smoothly.

Mr. WESTLING. Okay. And so this was generally a smooth trial?

Mr. MOLE. Yes. Tense, but smooth.

Mr. WESTLING. And when you say that, intense, I mean, this was a very longstanding dispute between two parties that were not afraid to litigate. Is that a fair statement?

Mr. MOLE. They were—there was a lot of animosity. It was extremely intense. And a lot of emotion between the parties.

Mr. WESTLING. And, in fact, it had a long history before you were involved.

Mr. MOLE. Litigation began in 1987.

Mr. WESTLING. 1980——

Mr. MOLE. And the contractual relationship began in 1983.

Mr. WESTLING. Okay. So the relationship went back to 1983, the litigation back to 1987.

Mr. MOLE. That is correct.

Mr. WESTLING. And so this is coming to trial, really, after 10 years of fighting.

Mr. MOLE. Yes.

Mr. WESTLING. And Judge Porteous moved it through the trial phase expeditiously?

Mr. MOLE. I would agree with that.

Mr. WESTLING. All right. And you got a trial in a case that had been wanting a trial for quite a while.

Mr. MOLE. It was essential to my client to get through that.

Mr. WESTLING. All right. Now, let's talk a little bit about the lawyers that are in the case when you enter, which I understand was in the early part of 1996, if I have my dates right.

Mr. MOLE. I made my appearance in April.

Mr. WESTLING. Okay. So at the time, Don Richard is the principal lawyer for the Liljebergs?

Mr. MOLE. Don seemed to be the lead lawyer.

Mr. WESTLING. Okay. And he remained involved in the case through the trial, correct?

Mr. MOLE. Yes.

Mr. WESTLING. And he continued to play a substantial role in the trial?

Mr. MOLE. Yes. In fact, Don was engaged until the very end.

Mr. WESTLING. Okay. And Don is a lawyer who at the time was practicing in a small practice.

Mr. MOLE. Yes. Don is—he, at one point, was my partner at a previous firm.

Mr. WESTLING. Okay. He is a good lawyer.

Mr. MOLE. Don is very well respected, represents the Archdiocese of New Orleans, the Baptist Theological Seminary. He seems to have an avenue to God-related work.

Mr. WESTLING. Okay. And so he stayed involved. And what you know at this point is that, at some point, Amato and Mr. Levenson are brought in, and they work with Don on the case.

Mr. MOLE. Yes, and there were other lawyers involved, as well as Don, and—at the time they came in.

Mr. WESTLING. And you all had a team, as well, I assume?

Mr. MOLE. Yes, I brought in two young partners—maybe they were still associates at the time—a couple of paralegals, staff of people that I routinely worked with.

Mr. WESTLING. Okay. And so there is a lot of legal firepower on each side of this case?

Mr. MOLE. Yes.

Mr. WESTLING. A lot of documents, a lot of issues?

Mr. MOLE. Big case, lot of issues.

Mr. WESTLING. Mr. Amato and Mr. Levenson are brought in, but by the time that happens, are you confident you are going to keep that November trial date, or is that questionable?

Mr. MOLE. Well, the November trial date was an attractive thing to my client, to me. But we did ask to get it continued. In fact, the judge, I think, volunteered that, because of the recusal. But we were—Judge Porteous, every time we saw him in status conferences and whatnot, reinforced that he was not prone to move it. He wanted to get the trial over with quickly, which was good.

Mr. WESTLING. But as a practical matter, while they came in late against a trial date, the questionability was, would that be the real trial date. Fair statement?

Mr. MOLE. We were pretty certain of it at the time. The only thing that pushed it back, to my recollection, was the motion to recuse caused Judge Porteous to suspend everything, and so we

could get that over with and get it behind us and I could get to the fifth circuit and back.

Mr. WESTLING. All right.

Mr. MOLE. That—and I think the fact that we got to June was a product of that.

Mr. WESTLING. But as a practical matter, it was set within the year and it went to trial within the year, correct?

Mr. MOLE. That is correct. And we did a lot of things in between.

Mr. WESTLING. Now, you are unsuccessful in getting the fifth circuit to review the recusal issue. And you have some discussions—and I am not looking to go into the discussions with your client—but that leads you to determine that it is appropriate—or it makes sense, may be a better way to put it—to go out and look for another lawyer in the New Orleans community to—I think your words are—level the playing field.

Mr. MOLE. That was something I consulted with my client about. And jointly we decided to go ahead and do that, yes.

Mr. WESTLING. Now, there are other—well, at the time that Judge Porteous is handling this case, he has been on the Federal bench only a few years. Is that right?

Mr. MOLE. I believe he was—took the bench—the Federal bench in 1994.

Mr. WESTLING. All right. And he had come from Jefferson Parish?

Mr. MOLE. Yes, he had been a state court elected judge.

Mr. WESTLING. All right. And as a practical matter, often when you go over to Jefferson Parish, there is some discussion about bringing other lawyers into cases, is there not?

Mr. MOLE. Frequently, yes.

Mr. WESTLING. All right. So when you learned Judge Porteous has the case, you are thinking of him from a state judge perspective. Is that a fair statement? You don't know him as a Federal judge?

Mr. MOLE. I didn't know him as a state court judge, either. I had never had a case with Judge Porteous in state court or Federal court. The fact that he had been on the Jefferson Parish bench was one of the factors that we considered.

Mr. WESTLING. So you go out and you—you look for Mr. Gardner. And by the way, was there a relationship that you had in the past with any one that was involved in judging the case? I think there was a magistrate in this case. Was he a former law partner of yours?

Mr. MOLE. You have got to be speaking about Jay Wilkinson, who was a partner of mine. I don't know that we ever brought any issues to him as a magistrate, but, yes, he had been a partner.

Mr. WESTLING. But he was the magistrate assigned to the case. Is that correct?

Mr. MOLE. I think you are right, but we never—we never—he handled discovery issues. And by the time I got in, those were all behind us.

Mr. WESTLING. Basically resolved?

Mr. MOLE. Yes, I don't think we ever had recourse to Jay in the case. We may have; I just don't recall that.

Mr. WESTLING. But I also think there was a point where, in terms of looking for your lawyer that we have talked about, you had a conversation with Jay's brother?

Mr. MOLE. Tom, yes.

Mr. WESTLING. Okay. And he is involved in politics in Jefferson Parish?

Mr. MOLE. He is the parish attorney for Jefferson Parish, was then.

Mr. WESTLING. Okay. And so was that the way you identified Don Gardner?

Mr. MOLE. Pretty much. Tom recommended him for somebody who knew the judge well.

Mr. WESTLING. And so, despite the fact that you were uncomfortable with this, your client felt that it was best to find someone that had a relationship with the judge?

Mr. MOLE. It is safe to say they felt exposed and naked and they wanted to put on as much protection as possible.

Mr. WESTLING. All right.

Mr. MOLE. And that is why we did it.

Mr. WESTLING. And so you confected an agreement with Mr. Gardner that you testified about where he was going to get a minimum of $100,000, correct?

Mr. MOLE. He got that, yes.

Mr. WESTLING. All right. And that if various things happened, he could get more money?

Mr. MOLE. That is correct.

Mr. WESTLING. And one of those things would have been, had Judge Porteous recused himself, he would have gotten another $100,000. Is that correct?

Mr. MOLE. And then he would have been out of the case.

Mr. WESTLING. All right. But the net effect was, there was a provision in the agreement that said, if Judge Porteous withdraws, you are entitled to additional money?

Mr. MOLE. That is correct.

Mr. WESTLING. Okay. And I think you have testified that the reason for that was just a concern about keeping Mr. Gardner interested in the case. Is that fair?

Mr. MOLE. Correct. And I was hoping that his presence would also cause the judge to feel like there were too many of his friends in the case and he needed to get out.

Mr. WESTLING. Mr. Chairman, I am noticing my light is on. Could I have a few more moments?

Mr. SCHIFF. Yes, of course, Counsel.

Mr. WESTLING. Thank you.

So when you went to Mr. Gardner and hired him, you talked with him about Judge Porteous, I am assuming?

Mr. MOLE. Sure did.

Mr. WESTLING. And what did he tell you about the benefits of hiring him in this case?

Mr. MOLE. Don was very—you have got to know him. He is a character. He is very forthright about—he had a very close relationship. He and the judge shared a taste for wine, and he often gave him bottles of wine and shared them with him and had him over to dinners where they experienced new wines that he had

brought in from California, and that—but he made clear to me, over and over, in hiring me, you are not going to get any results, there is nothing I can do to influence what this judge will do with the law, so, you know, I am happy to help you and I am happy to take your money, but, you know, I will—I will give you any insight I have into how this judge thinks or, you know, what he likes, whether you should shave your moustache off or put on a nurse as opposed to a doctor for a bit of evidence, things like that.

Mr. WESTLING. All right. But as a practical matter, he was adamant that it wouldn't make a difference to Judge Porteous that a friend was in his court. Is that fair?

Mr. MOLE. He said that over and over.

Mr. WESTLING. And so he also was saying that about Jake Amato and Lenny Levenson?

Mr. MOLE. You know, I don't think he was as definite about that. I don't know that I asked him that question. I made it plain to him why we were bringing him in, and he said he thought he could help.

Mr. WESTLING. During the course of the trial, you learned that Mr. Gardner was—during the—it may be a better way to put it—during the course of the case, you knew that Mr. Gardner was continuing to have his friendship with Judge Porteous, correct?

Mr. MOLE. Yes.

Mr. WESTLING. You knew he was continuing to entertain Judge Porteous, correct?

Mr. MOLE. I believe they still socialized. That is what I—that is what I knew.

Mr. WESTLING. And, in fact, you were asked in the grand jury about whether entertaining expenses for Judge Porteous had come in any way from the money that he received as a result of the fee. And I think you indicated that you didn't have any reason to know that one way or another.

Mr. MOLE. I don't recall the testimony, but that is certainly accurate.

Mr. WESTLING. Okay. But it wasn't a situation where you were left in the dark about the fact that Mr. Gardner continued to socialize with his friend?

Mr. MOLE. I knew they still socialized.

Mr. WESTLING. Okay. And I assume you weren't concerned about that?

Mr. MOLE. No. No, I had no concerns about that.

Mr. WESTLING. Okay.

Is it fair to say that the Liljebergs had—well, they had raised this issue—the issues in this case well before Judge Porteous was involved in the fifth circuit. Are you aware of that?

Mr. MOLE. I am sorry. Would you repeat that, Mr. Westling?

Mr. WESTLING. Sure. It wasn't well said, so I will be happy to.

Mr. MOLE. Sure.

Mr. WESTLING. The Liljebergs had litigated appellate issues in this case before your involvement and before it was assigned to Judge Porteous. Is that correct?

Mr. MOLE. Yes, they had had state law—state court and certainly fifth circuit appeals that I was aware of.

Mr. WESTLING. And do you recall there being language in the fifth circuit opinion in this case that referenced older decisions by the fifth circuit?

Mr. MOLE. Yes, there was one fifth circuit opinion that we cited over and over that indicated that the fifth circuit had a low opinion of the Liljebergs' lawyer—previous lawyer's tactics.

Mr. WESTLING. Okay. And so that resurfaced in the opinion here?

Mr. MOLE. Yes.

Mr. WESTLING. Okay. Now, in terms of the evidence in this case, is it—I know you have said it is a slam-dunk, but, I mean, you are a trial lawyer and I am a trial lawyer. I mean, we don't have that many slam-dunks, do we?

Mr. MOLE. Yes.

Mr. WESTLING. We all like to think we have one, but whether we do, I guess, remains in the result. Fair statement?

Mr. MOLE. Right.

Mr. WESTLING. Okay. There was a number of items of evidence in this case that came in during the trial that went to one side or the other. This was not a one-sided set of evidence. Fair statement?

Mr. MOLE. You know, it was a huge case. And I don't recall all the evidence, but certainly both sides put on a thorough case of their evidence.

Mr. WESTLING. And Judge Porteous wrote about an 108-page opinion?

Mr. MOLE. Yes.

Mr. WESTLING. And in doing that, he made findings of fact, and he supported those in many cases with citations to the record or to evidence, correct?

Mr. MOLE. I certainly would agree with that.

Mr. WESTLING. And you didn't look at it and say, "Gee, I think the evidence is wrong." What you thought, it was that his conclusions were wrong. Fair statement?

Mr. MOLE. Yes. You know, I think—I think he certainly twisted the evidence for the hospital result and for the severance of the contract. I didn't agree with those results, didn't think it was supportable.

Mr. WESTLING. All right. One moment.

I have no further questions, Mr. Chairman.

Mr. SCHIFF. Thank you, Counsel.

We just have a few more questions and then we are going to have votes shortly. And hopefully, we will be able to release you.

You mentioned a couple things I want to follow up on. One was that you just wanted to survive the judgment, I think was the expression that you used. Does that indicate that you had the feeling all along during the trial that the judge was going to rule the other way?

Mr. MOLE. Yes, I did.

Mr. SCHIFF. So notwithstanding the fact that at least the atmospherics of the way the judge conducted the trial gave the appearance of a fair trial, you strongly believed he was ultimately going to rule against you?

Mr. MOLE. Yes. I mean, if I could analogize it to a boxing match where you put on your best fight and then the referees decided the

other guy won by decision, that is—that is what I—that is where I felt we were headed.

Mr. SCHIFF. Now, in your experience as a litigator, are you familiar with judges' efforts to make sure that their record is upheld on appeal?

Mr. MOLE. I am not sure what you are referring to.

Mr. SCHIFF. Well, in other words, if a judge wants their—their decision to be upheld on appeal, they will conduct the trial in a way that will create a suitable record for appeal, won't they?

Mr. MOLE. Sure.

Mr. SCHIFF. So if this judge wanted to find for a certain party, it would be in his interest to conduct the trial in a way that would appear to the appellate court to be fair?

Mr. MOLE. I would assume he would want that, yes.

Mr. SCHIFF. You mentioned that, you know, as a trial judge, Judge Porteous knew what he was doing and knew the rules of evidence. And that was manifest, too, in his handling of the recusal hearing. He understood what the legal standards were and the arguments you were making, correct?

Mr. MOLE. Yes. And I think, in retrospect, in the recusal, he was just flat-out dishonest with us. But at trial, you know, it was just a trial.

Mr. SCHIFF. Now, you mentioned you—you appealed. You sought a writ of mandamus on the denial of the recusal motion?

Mr. MOLE. Yes, I took an immediate supervisory writ.

Mr. SCHIFF. And in that motion to the court of appeals, you presented whatever record you had that supported the recusal motion, correct?

Mr. MOLE. Yes, the motion was about that thick, and the only evidence I had was my own affidavit, which was obviously not enough to get the fifth circuit to do what it seldom does.

Mr. SCHIFF. And is it a fair statement to say that because Judge Porteous did not disclose what he had a duty to disclose during the recusal hearing that the record you sent to the court of appeals was an incomplete record?

Mr. MOLE. There was no hard evidence.

Mr. SCHIFF. And as a result of that, the court of appeals was deprived of the information it needed to make an appropriate judgment on the recusal motion. Is that right?

Mr. MOLE. That is certainly my opinion.

Mr. SCHIFF. Do you have any question about whether the court of appeals would have reversed the recusal denial had they known of the payments that were received by the judge from lawyers in the case?

Mr. MOLE. You know, I can't presume to speak for the fifth circuit. They are pretty good at what they do. But I can't imagine they would have denied the appeal under those circumstances.

Mr. SCHIFF. So because of the failure of the judge to disclose what he had a duty to disclose in the district court, you were deprived of the services of the court of appeals?

Mr. MOLE. Absolutely. You know, if I had been able to tell the fifth circuit that the judge had a relationship with at least one of the lawyers whereby he received money in return for referrals of curatorships, that he was bought hundreds of lunches, expensive

lunches, that he traveled at their expense, and that he received cash from them when he asked, I don't have any doubt they would have—you know, we would have got what we asked for.

Mr. SCHIFF. Do you have any doubt as to whether if you had been able to disclose to the court of appeals that he had solicited $2,500 in cash from one of the attorneys and received it while the case was under submission, do you have any question about whether the court of appeals would have taken that case away from him?

Mr. MOLE. No, I don't have any doubt about that. It is just the sort of thing I feared.

Mr. SCHIFF. You mentioned——

Mr. COHEN. Could you speak into the microphone? We couldn't hear that.

Mr. MOLE. I said that is just the sort of fact that I feared existed but didn't know about.

Mr. SCHIFF. You said something interesting, that in terms of the package from Mr. Gardner, it was $100,000 upfront. There was another $100,000 if the recusal motion was granted. Is that right?

Mr. MOLE. Well, it was well after the recusal was decided. It was——

Mr. SCHIFF. Well, no, but——

Mr. MOLE.—$100,000 if the judge steps—recused himself for any reason thereafter.

Mr. SCHIFF. Okay. I think you said—and I want to make sure I understood this correctly—that if the judge recused himself, then Gardner was out of the case.

Mr. MOLE. Correct.

Mr. SCHIFF. By that, did you mean that, if the judge took himself off the case, that Gardner's participation in the case after that would not be necessary and he would no longer be part of the legal team on the case?

Mr. MOLE. That is correct.

Mr. SCHIFF. So Gardner was brought in because of his relationship with the judge and, if the judge changed and you got a new judge, there was no need to have Gardner on the case anymore.

Mr. MOLE. I certainly didn't want him to continue to be involved.

Mr. SCHIFF. To your knowledge, was there any reason why Amato and Levenson were brought into the case unrelated to their relationship with the judge?

Mr. MOLE. You know, by my due diligence, what I learned of them leads me to conclude that there was no other reason. They had no expertise or experience that made them suitable for that case. And certainly, what they did during the course of the case didn't change that opinion.

Mr. SCHIFF. Had they not been brought in and the recusal—necessitating the recusal motion, is it possible the trial would have gone on the scheduled date in November?

Mr. MOLE. Yes, I think it is—you know, you would have to ask Judge Porteous what his calendar was like back then, but I think it was more likely than not we were going to go to trial on November 6th absent the recusal. I think that—that rocked the boat substantially.

Mr. SCHIFF. I have no further questions.

Mr. Goodlatte?

Mr. GOODLATTE. Mr. Chairman, I think we have concluded our questions for this witness. And I don't think we have any further on this side.

Mr. SCHIFF. Yes, Mr. Johnson?

Mr. JOHNSON. All right. Thank you, Mr. Chairman.

Under examination from Judge Westling, you talked about you knew that there was an ongoing social relationship between Judge Porteous and the—the attorney, Levenson and Amato, or Levenson or Amato. You knew that there was some socialization going on between them, correct?

Mr. MOLE. Absolutely.

Mr. JOHNSON. But you didn't know what the extent of the social relationship was at that time?

Mr. MOLE. No. I didn't know certainly what I know now.

Mr. JOHNSON. And you did not know that during the pendency of the judge's decision you—that Judge Porteous was receiving cash from the—one of the attorneys or the attorneys for the plaintiff?

Mr. MOLE. No, I think if that fact had been known, the alarms would have gone off all over.

Mr. JOHNSON. Now, Judge Porteous did a good job handling the motion for recusal, in your opinion?

Mr. MOLE. I don't know what you mean by "good." I think he reached the wrong result for improper reasons, which is all that mattered.

Mr. JOHNSON. Well, let me ask the question this way. Did it appear that Judge Porteous, in your legal opinion, knew the rules of judicial recusal?

Mr. MOLE. I think he understood what was required of him, yes, but the sense I had of standing in front of him and asking him to step down, implying that he was compromised, was that he was looking at me to find out how much I knew, and that if I didn't know enough, he certainly wasn't going to grant my motion. That was the feeling I had when it was—when he banged the gavel down.

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Mr. JOHNSON. Thank you, sir.

Mr. SCHIFF. Gentleman yields back.

I want to thank the witness and Members for their participation. Without objection, the record will remain open for 5 legislative days for Members to submit any additional materials. Again, I want to thank everyone for their time and patience.

This hearing of the Impeachment Task Force is adjourned.

[Whereupon, at 12:18 p.m., the Task Force was adjourned.]

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[redacted]

Our first witness is Special Agent DeWayne Horner of the FBI. Agent Horner, if you could come sit at the table.

Agent Horner works out of the FBI's New Orleans office, where he is assigned to that office's Public Corruption Squad. He worked on the investigation of Judge Porteous and is testifying today as a fact witness.

I will now swear the witness. Agent Horner, if you could rise and raise your right hand.

[Witness sworn.]

Mr. SCHIFF. Task Force counsel Kirsten Konar will now question the witness.

**TESTIMONY OF DeWAYNE HORNER, SPECIAL AGENT, FEDERAL BUREAU OF INVESTIGATION, NEW ORLEANS, LA**

Ms. KONAR. Agent Horner, good morning.

Mr. HORNER. Good morning.

Ms. KONAR. Where are you employed?

Mr. HORNER. I am a special agent with the Federal Bureau of Investigation assigned to the New Orleans Division.

Ms. KONAR. How long have you worked for the FBI?

Mr. HORNER. Approximately 14 years.

Ms. KONAR. And what division do you work in?

Mr. HORNER. I am currently assigned to a Public Corruption Squad in New Orleans.

Ms. KONAR. Were you one of the FBI case agents assigned to the Department of Justice's investigation of Judge Porteous?

Mr. HORNER. I was. The Judge Porteous investigation was kind of carved out of a larger investigation, but I was the agent who handled the Porteous investigation.

Ms. KONAR. What was your role in that investigation?

Mr. HORNER. I was the lead agent.

Ms. KONAR. Are you familiar with the documents and evidence which were obtained as a part of that investigation?

Mr. HORNER. I am.

Ms. KONAR. Did the FBI's investigation include an analysis of Judge Porteous's financial records?

Mr. HORNER. It did.

Ms. KONAR. More specifically, did the FBI analyze Judge Porteous's credit card debts and bank account withdrawals related to gambling for the 5 years preceding his 2001 bankruptcy filing?

Mr. HORNER. Yes. We had a financial analyst that did a lot of financial analysis on the financial records.

Ms. KONAR. I would like to direct your attention to Exhibits 327 and 328. Do you recognize these documents?

Mr. HORNER. Yes.

Ms. KONAR. What are these documents?

Mr. HORNER. 327 is a schedule prepared by our financial analyst which reflects checks written to either casinos or anything associated with gambling, and also cash withdrawals at casinos.

Ms. KONAR. Turning to the last page of Exhibit 327, what is the total dollar amount that Judge Porteous either wrote in checks or withdrew in cash at casinos between January 1997 and May of 2000?

Mr. HORNER. It is at least $27,739.

Ms. KONAR. Turning to the last page of Exhibit 328, what is the total dollar amount charged to Judge Porteous's credit cards related to gambling between July 1995 and July of 2000?

Mr. HORNER. The total is $66,051.05.

Ms. KONAR. Do you know whether these charts list all of Judge Porteous's credit card debts and bank account withdrawals for this time period related to gambling?

Mr. HORNER. No, it doesn't include everything. There is probably some additional credit card charges that were not included in this time period, and there may be some additional withdrawals out of his bank account that were not included.

Ms. KONAR. Mr. Chairman, at this time I move to have Exhibits 327 and 328 made a part of the official record of these proceedings.

Mr. SCHIFF. Without objection.

[The information referred to follows:]

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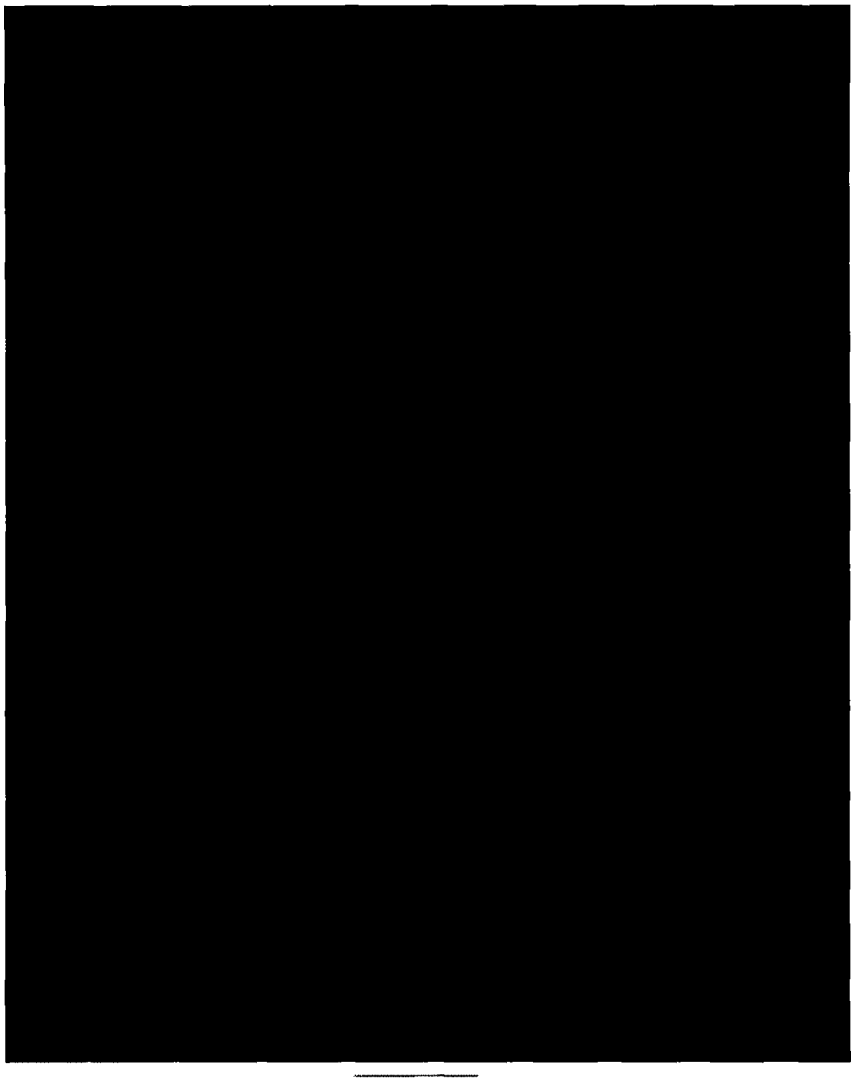

Mr. KONAR. In addition to the financial analysis conducted by the FBI, did the FBI also review Judge Porteous's casino records?

Mr. HORNER. We did.

Ms. KONAR. Was that review one of your primary areas of responsibility?

Mr. HORNER. Yes. I think I visited every casino on the Gulf Coast.

Ms. KONAR. Would you please describe for the Task Force how you obtained Judge Porteous's casino records?

Mr. HORNER. First we would issue a subpoena to the casino, and then they would call and tell us that they had the records. I would usually drive over there and get them, or sometimes they would mail them. After we received the records, we would go over them and look at them and try to analyze them and see what was going on. A lot of times, not all of the time, but a lot of the times, the casinos have a very complicated method to their bookkeeping and recordkeeping, so sometimes we would have to go back to the casinos and have them explain the records or explain the abbreviations that were on the records.

Ms. KONAR. Why did the casinos have specific records for Judge Porteous?

Mr. HORNER. Judge Porteous was an established rated player at these casinos, meaning he had set up an account with the casinos so they could keep track of his gaming winnings and losses, and then in return for that, Judge Porteous would receive comps from the casino, which are shows, rooms, food, booze, things like that.

Ms. KONAR. Did the casino records that you collected and reviewed include listings of all of the markers that were taken out by Judge Porteous?

Mr. HORNER. Yes, they did.

Ms. KONAR. Did the casinos explain to you what a marker was?

Mr. HORNER. Yes, they did.

Ms. KONAR. What did they tell you?

Mr. HORNER. A marker just basically is an extension of credit by the casino to the customer. It allows the customer to draw down on the credit limit, and then what the casino does is it will draw any unpaid sums from the marker from the customer's bank account after some fixed period of time. The fixed period of time can vary by casino. They can have 3-day holds on the markers or 5-day holds or 30-day holds. It just depends.

Ms. KONAR. Did the casinos tell you whether players were required to fill out a credit application before they could obtain markers?

Mr. HORNER. What was that?

Ms. KONAR. Were gamblers required to fill out a credit application before they could take out markers at a casino?

Mr. HORNER. Yes, they were. It is much like probably a credit card application.

Ms. KONAR. Are you aware that Judge Porteous filed for Chapter 13 bankruptcy in March of 2001?

Mr. HORNER. I am.

Ms. KONAR. Directing your attention to Exhibit 125, which is Judge Porteous's initial bankruptcy petition, what is the name that Judge Porteous used on this petition?

Mr. HORNER. Judge Porteous used G.T. Ortous.

Ms. KONAR. Is that a false name?

Mr. HORNER. That is a false name.

Ms. KONAR. What is the address used on this petition?

Mr. HORNER. He used Post Office Box 1723, Harvey, Louisiana 70059.

Ms. KONAR. Now, directing your attention to Exhibit 145, do you recognize this document?

Mr. HORNER. Yes, I do.

Ms. KONAR. What is this document?

Mr. HORNER. That is an application Judge Porteous made for a post office box in New Orleans shortly before he filed for his bankruptcy, specifically 8 days prior to his filing bankruptcy.

Ms. KONAR. As a part of your investigation for the Department of Justice, did you obtain a copy of this document?

Mr. HORNER. Yes, I did.

Ms. KONAR. Are you also aware that Judge Porteous filed his bankruptcy schedules on April 9th, 2001?

Mr. HORNER. I am.

Ms. KONAR. I would like to direct your attention to Judge Porteous's bankruptcy Schedule B. What information is asked for in question 17?

Mr. HORNER. Schedule B is his personal property schedule in the bankruptcy. Question 17 asks for other liquidated debts owing the debtor, including tax refunds, and then it specifically asks for particulars.

Ms. KONAR. What was Judge Porteous's response to question 17?

Mr. HORNER. Judge Porteous responded he had none.

Ms. KONAR. Do you know whether that response was truthful?

Mr. HORNER. That was not truthful.

Ms. KONAR. Why was that not truthful?

Mr. HORNER. Because on March 23rd, he filed his year 2000 tax return asking or requesting a $4,300 refund from the IRS.

Ms. KONAR. Turning your attention to Exhibit 141, is this the 2000 tax return you just referenced?

Mr. HORNER. Yes, it is.

Ms. KONAR. And turning to page 2 of the document, is this the $4,000 tax refund you just referenced?

Mr. HORNER. Yes. Specifically it is $4,143.72.

Ms. KONAR. And March 23rd was just 5 days before Judge Porteous filed his original bankruptcy petition?

Mr. HORNER. That is correct.

Ms. KONAR. I would now like to direct your attention to Exhibit 142. Do you recognize this document?

Mr. HORNER. What is the exhibit number?

Ms. KONAR. 142.

Mr. HORNER. Yes, I do.

Ms. KONAR. What is this document?

Mr. HORNER. This is a copy of Judge Porteous's Bank One statement.

Ms. KONAR. Did you obtain a copy of Judge Porteous's Bank One records as a part of your investigation?

Mr. HORNER. I did.

Ms. KONAR. Does this document contain any information concerning Judge Porteous's tax refund?

Mr. HORNER. Yes. This document shows that Judge Porteous received the $4,100 refund on April 13th of 2001.

Ms. KONAR. And April 13th was just 4 days after Judge Porteous had filed his bankruptcy schedules and stated that he was not owed a tax refund?

Mr. HORNER. That is correct.

Ms. KONAR. Turning your attention to Schedule I of Judge Porteous's bankruptcy schedules, what information is supposed to be disclosed on Schedule I?

Mr. HORNER. Schedule I is his current income he is supposed to provide to the bankruptcy trustee. And Judge Porteous provided his—well, he provided his gross income as $7,531.52, which really is his net income for the period.

Ms. KONAR. Was Judge Porteous's response that his net income was $7,531 in the year 2001 a truthful answer?

Mr. HORNER. No, because he used a pay stub from May of 2000.

Ms. KONAR. I would like to direct your attention back to Exhibit 142, which you just testified was Judge Porteous's Bank One statement. Does this statement contain any information concerning Judge Porteous's 2001 income?

Mr. HORNER. It does. It shows that on April 2nd, which is April 2 of 2001, his Federal salary was deposited into his Bank One checking account, and it shows the government deposited $7,705.51, which is different than what he represented to the bankruptcy court.

Ms. KONAR. So Judge Porteous's 2001 salary was approximately $200 a month greater than what he disclosed on his Schedule I?

Mr. HORNER. That is correct.

Ms. KONAR. Are you aware that Judge Porteous also filed a statement of financial affairs with the bankruptcy court on August 9, 2001?

Mr. HORNER. I am.

Ms. KONAR. Directing your attention to question 3 on the statement of financial affairs, what information does this question ask for?

Mr. HORNER. Specifically question 3 asks for Judge Porteous to list all payments on loans, installments, purchases and any other kind of debt totaling more than $600.

Ms. KONAR. What was Judge Porteous's response to question 3?

Mr. HORNER. Judge Porteous reported normal installments.

Ms. KONAR. What does the term "normal installments" mean?

Mr. HORNER. Normal installments would mean something like your mortgage payments, car payments, credit card payments, something like that.

Ms. KONAR. Do you know whether Judge Porteous's response of normal installments was truthful?

Mr. HORNER. It was not truthful.

Ms. KONAR. What did your investigation reveal regarding Judge Porteous's payments of any debts paid in the past 90 days preceding his bankruptcy?

Mr. HORNER. Say that again?

Ms. KONAR. What did your investigation reveal regarding whether Judge Porteous did, in fact, make any payments within the 90 days preceding his bankruptcy?

Mr. HORNER. He did.

Ms. KONAR. Did Judge Porteous make any payments to the Treasure Chest Casino?

Mr. HORNER. He did.

Ms. KONAR. Directing your attention to Exhibit 302, do you recognize this document?

Mr. HORNER. I do.

Ms. KONAR. What is this document?

Mr. HORNER. This is a part of Judge Porteous's gaming records from the Treasure Chest Casino, which is located in Kenner, Louisiana, and this is a history of some of the markers that he took at the casino.

Ms. KONAR. What does this document show regarding Judge Porteous's activities at the Treasure Chest Casino in March of 2001?

Mr. HORNER. It shows that on March 2, 2001, Judge Porteous took out seven $500 markers, okay? And then on March 3rd of '01—which means the gambling trip probably passed over midnight, so that is why it is repaid on March 3rd. On March 3rd, he repaid four of the markers with chips. And then on March 27th of 2001, he goes back to the casino and pays the remaining markers in cash. He makes a $1,500 cash payment to the casinos.

Ms. KONAR. So on the day before Judge Porteous filed for bankruptcy, he made a $1,500 cash payment to the Treasure Chest Casino?

Mr. HORNER. That is correct. In cash.

Ms. KONAR. Do you consider that payment to be a normal installment?

Mr. HORNER. No.

He also on the 27th, I should add, deposited—he made a $2,000 deposit in his checking account on March 27th, $1,960 of which was cash also.

Ms. KONAR. Do you know the source of that cash?

Mr. HORNER. No.

Ms. KONAR. Directing your attention to question 8 on the statement of financial affairs, what information does this question ask for?

Mr. HORNER. Specifically question 8 asks for any losses from fire, theft, casualty, and then it specifically lists out gaming, within 1 year immediately preceding the bankruptcy application.

Ms. KONAR. What was Judge Porteous's response to question 8?

Mr. HORNER. He stated he had no losses.

Ms. KONAR. Do you know whether that response was truthful?

Mr. HORNER. That was not truthful.

Ms. KONAR. As a part of your investigation, did you analyze all of Judge Porteous's gambling losses for the year immediately preceding his bankruptcy filing?

Mr. HORNER. We did.

Ms. KONAR. I would like to direct your attention to Exhibit 337. Do you recognize this document?

Mr. HORNER. I do.

Ms. KONAR. What is this document?

Mr. HORNER. This is a document that shows our analysis of his gaming activities for the 1 year preceding bankruptcy, and it shows any winnings or any losses that he incurred in that 1-year period.

Ms. KONAR. What does this analysis show regarding Judge Porteous's gambling losses for that year?

Mr. HORNER. Specifically it shows that he had gross gaming losses of $12,895.35, with a net loss of $6,233.20.

Ms. KONAR. Where did you get all the necessary information to determine what Judge Porteous's gambling losses were?

Mr. HORNER. We got them from the casino records.

Ms. KONAR. Do you know whether a confirmation order was entered in Judge Porteous's bankruptcy case?

Mr. HORNER. I do.

Ms. KONAR. Directing your attention to Exhibit 133, which is a copy of the Porteous confirmation order, does this order address whether Judge Porteous was allowed to incur any additional debt?

Mr. HORNER. It does.

Ms. KONAR. What does it say in that regard?

Mr. HORNER. Specifically it says, the debtor shall not incur additional debt during the term of this plan except upon written approval of the trustee.

Ms. KONAR. Did Judge Porteous continue to take out markers at casinos after this confirmation order was entered?

Mr. HORNER. He did.

Ms. KONAR. I would like to direct your attention to the summary chart prepared by Task Force staff which shows all the casino markers taken out by Judge Porteous after the confirmation order was entered up until July of 2002. How many total markers did Judge Porteous take out during this time period?

Mr. HORNER. Judge Porteous took out 42 total markers.

Ms. KONAR. What is the total dollar amount that Judge Porteous borrowed and then repaid in the casino for those 42 markers?

Mr. HORNER. $149,400.

Ms. KONAR. As one example of the gambling trips listed on this chart, did Judge Porteous gamble at the Treasure Chest Casino in August of 2001?

Mr. HORNER. He did.

Ms. KONAR. Directing your attention to Exhibit 313, do you recognize this document?

Mr. HORNER. I do.

Ms. KONAR. What is this document?

Mr. HORNER. This is Judge Porteous's marker history from the Treasure Chest Casino for the time period August of 2001.

Ms. KONAR. All right. What does this exhibit show specifically regarding Judge Porteous's activities at the Treasure Chest Casino in August of 2001?

Mr. HORNER. Specifically it shows that he took out eight $1,000 markers for a total of $8,000 over the time period of August 20-August 21. So, again, the gaming trip probably flipped over midnight. Then he repaid five of the markers in chips on either August 20th or August 21st. He left owing the casino that night with an amount of $3,000. Then he comes back to the casino on September 9th, 2001, and repays two of the markers in cash. And then the last marker he comes back to the casino on September 15th, 2001, with another $1,000 in cash.

Ms. KONAR. Was it a violation of the confirmation order for Judge Porteous to take out these eight markers at the Treasure Chest Casino?

Mr. HORNER. Yes.

Ms. KONAR. Do you know whether Judge Porteous opened up any credit cards after the confirmation order was entered?

Mr. HORNER. He did.

Ms. KONAR. Directing your attention to Exhibit 341-A, do you recognize this document?

Mr. HORNER. I do. It is the Capital One credit card application signed by Judge Porteous.

Ms. KONAR. Was this one of the documents obtained as a part of your investigation?

Mr. HORNER. It was.

Ms. KONAR. What is the date on this credit card application?

Mr. HORNER. August 13th, 2001.

Ms. KONAR. August 13, 2001, was less than 1 month after the confirmation order was entered, correct?

Mr. HORNER. That is correct.

Ms. KONAR. To the best of your knowledge, is that Judge Porteous's signature on the credit card application?

Mr. HORNER. That is his signature.

Ms. KONAR. Directing your attention to Exhibit 341-B, do you recognize these documents?

Mr. HORNER. I do.

Ms. KONAR. What are these documents?

Mr. HORNER. These are the charges on the Capital One credit card that he applied for just previously.

Ms. KONAR. Do these charges show whether Judge Porteous used the Capital One credit card after the confirmation order?

Mr. HORNER. They do.

Ms. KONAR. Was it a violation of the confirmation order for Judge Porteous to open the Capital One credit card and thereafter use the card to incur new debt?

Mr. HORNER. Yes, it was.

Ms. KONAR. Do you know whether Judge Porteous applied for a credit limit increase at any of the casinos where he gambled after the confirmation order was entered?

Mr. HORNER. He did. In July, July 4, 2002, he applied to increase his credit limit at the Grand Casino Gulfport.

Ms. KONAR. Directing your attention to Exhibit 324, do you recognize this document?

Mr. HORNER. I do.

Ms. KONAR. What is it?

Mr. HORNER. This is the credit line change request that Judge Porteous signed on July 4th of 2002.

Ms. KONAR. Is that Judge Porteous's signature?

Mr. HORNER. It is.

Ms. KONAR. Based on your investigation, will a casino ever increase a gambler's credit line without the gambler proactively requesting that credit line increase?

Mr. HORNER. No.

Ms. KONAR. What is the normal procedure at a casino when a gambler requests a credit line increase?

Mr. HORNER. Usually what they will do is ask the customer to fill out some kind of application or some kind of change request, and then what they will do is run either a consumer credit report or what is called a central credit report, which is a credit report specifically used by casinos for gamblers.

Ms. KONAR. How else is a central credit report different from a normal commercial credit report?

Mr. HORNER. Well, the central credit report only reports gaming activity on a particular gambler. So what it does, it keeps track of the gambler's limits, what casinos they have applied credit at, and then it will also show or reflect any negative histories at the casinos, if they failed to pay a marker or bounced a check or something like that.

Ms. KONAR. Is it important to gamblers to keep their central credit reports clean of any blemishes?

Mr. HORNER. Absolutely, because if a gambler gets a negative history on his central credit report, what happens is the other casinos generally cut him off.

Ms. KONAR. Turning back to this Grand Casino Gulfport credit line increase, after Judge Porteous requested this increase, do you know whether he gambled at the casino on that same day?

Mr. HORNER. He did.

Ms. KONAR. Turning your attention to Exhibit 325, do you recognize this document?

Mr. HORNER. This is the marker history from the Grand Casino Gulfport which covers the time period in question.

Ms. KONAR. Does this exhibit show whether Judge Porteous took out markers at the Grand Casino Gulfport in July of 2002?

Mr. HORNER. It does.

Ms. KONAR. What is the total dollar amount in markers Judge Porteous took out?

Mr. HORNER. Twenty-five hundred.

Ms. KONAR. And $2,500 was his newly increased credit limit; is that correct?

Mr. HORNER. That is correct.

Ms. KONAR. So Judge Porteous applied to increase his credit limit at the Grand Casino Gulfport and thereafter utilized his new credit limit to gamble up to that limit?

Mr. HORNER. That is correct. He maxed it out as soon as he got it.

Ms. KONAR. Was that a violation of the confirmation order?

Mr. HORNER. It was.

Ms. KONAR. Did your investigation reveal a pattern where Judge Porteous favored making repayments at casinos over making repayments of other debts?

Mr. HORNER. It did.

Ms. KONAR. What did that pattern show specifically?

Mr. HORNER. Well, specifically it showed that Judge Porteous favored the casinos and a credit card company over his other creditors.

Ms. KONAR. Mr. Chairman, that concludes my questioning.

Mr. SCHIFF. Thank you.

Let me ask you a few questions, Agent Horner.

What would have been the result if Judge Porteous had listed markers on his bankruptcy petition or defaulted on debt to a casino?

Mr. HORNER. Well, if he would have listed the marker on the bankruptcy decision, the marker would have been discharged in bankruptcy, or since this was a 13, the casino would have been

treated like any other creditor and probably got—I think his plan was 39 cents on the dollar. So the casino would have been paid 39 cents on the dollar.

Mr. SCHIFF. And had that happened, would the casinos have continued extending credit to him?

Mr. HORNER. No. If the casino had found out that he had filed for bankruptcy, they would not have extended credit to him anymore.

Mr. SCHIFF. And did the judge indicate any of his casino debt on his bankruptcy petition?

Mr. HORNER. No. None.

Mr. SCHIFF. As a result, did the casinos get paid 100 percent of their debt whereas other creditors got maybe a third of their debt?

Mr. HORNER. That is exactly what happened. Treasure Chest, Grand Casino, Beau Rivage, they were all paid 100 percent, versus his credit cards, Bank of America and stuff, they got 39 cents on the dollar, the same as there was a bank loan that he had that was listed in the bankruptcy which got 39 cents on the dollar.

Mr. SCHIFF. Were the markers always paid either by cashing out chips or by the judge coming in later and giving cash? Or you mentioned the markers gave the casinos the right to tap into the judge's bank account. Did they ever have to use that mechanism, or did the judge always go and pay the marker one way or another?

Mr. HORNER. No. What happened in Judge Porteous's case was the markers were repaid, I think, one of four different ways. Sometimes he would pay with chips. When he was at the casino, he would pay it off with chips. Sometimes he would pay it off with cash. Other times he would write a check to the casino paying it off. And then the fourth way, sometimes his secretary wrote a check to the casino paying off the marker.

Mr. SCHIFF. This was his judicial secretary?

Mr. HORNER. Yes.

Mr. SCHIFF. You were showing some of the charts earlier that would show him gambling for a period of a day and a half; it would go after midnight.

Mr. HORNER. Right.

Mr. SCHIFF. Some of the markers he would pay in chips, and some he would pay a day or so later, and some he would pay a week or two later.

Mr. HORNER. Right.

Mr. SCHIFF. Were those at multiple casinos on the same day, or how is it that some were paid a day later, and some were paid through chips, and some were paid a week later? Were those all debts at the same casino? Were those visiting multiple casinos in the course of a single day?

Mr. HORNER. No, generally it was one casino per trip. If he had a stack of chips in his hand when he was done gambling, I suppose he would just walk to the cage and try to pay off any markers he had outstanding with whatever chips he had left.

Mr. SCHIFF. The multiple debts that appear on some of the exhibits, some of which he paid out right away and some of which he paid out later, those would have been incurred at the same casino during the same day?

Mr. HORNER. Yes.

Mr. SCHIFF. Does that mean he would gamble—he would get chips through a marker.

Mr. HORNER. Right.

Mr. SCHIFF. At, say, the beginning of the evening.

Mr. HORNER. Right.

Mr. SCHIFF. He would gamble and win some, lose some.

Mr. HORNER. Right.

Mr. SCHIFF. Cash in chips.

Mr. HORNER. That is correct.

Mr. SCHIFF. And then later in the evening borrow more chips.

Mr. HORNER. Yes, he did that sometimes, too. He would draw on a marker, gamble for a while; go back, probably lose what he drew down on the marker; go back, draw another marker, either win or lose; go back, either draw another marker or pay off the two previous markers or just pay off one marker if that he is all he had in his pocket at the time. So it just kind of depended upon whether he was winning or losing what would happen.

Mr. SCHIFF. Those multiple transactions were at the same casino, and it just reflected the process of the evening of cashing in and cashing out.

Mr. HORNER. Right. Exactly.

Mr. SCHIFF. But to your knowledge, the casinos never actually had to go and draw the money from his own accounts?

Mr. HORNER. No. They did. Sometimes they did drop the markers.

Mr. SCHIFF. That is called dropping the markers?

Mr. HORNER. Yes. They deposited the marker to his bank account. I guess there is five ways that the markers were paid.

Mr. SCHIFF. So sometimes they took advantage of the process, the link to his bank account, and actually when he didn't within the time period make the payment, they went and they drew the funds out of his account?

Mr. HORNER. That is correct.

Mr. SCHIFF. Now, you did a summary of the amount of checks and cash he had written or paid for gaming expenses from 1997 to 2000 that add up to $27,000, and then the number of credit card debts he incurred from 1995 to 2000, which was $66,000. I want to ask you about those two different periods. For one you looked at the period from 1997 to 2000.

Mr. HORNER. That is correct.

Mr. SCHIFF. And the other, '95 to 2000. Why did you choose two different periods? Do you know what the amount of checks and cash from '95 to 2000 would have been?

Mr. HORNER. I don't know it off the top of my head, but I am sure the financial analyst that prepared the schedules, he would know the numbers or the answer to that question.

Specifically, the two different time periods, those were the time periods that were used in the fifth circuit, I believe, at the fifth circuit hearing. And I don't know why they specified those two time periods. That was the financial analysts working with the fifth circuit people.

Mr. SCHIFF. In your investigation, did you determine when the judge's gambling problem began or how long had it been ongoing?

Mr. HORNER. Well, he had credit at—I think the Treasure Chest was the first casino that he had credit established at, and I'm going from memory here. I think it went back to '95 or '92, something like that. But that is kind of an estimate, because I can't remember exactly how far back the Treasure Chest records went.

Mr. SCHIFF. As far as you recall, the Treasure Chest may be the first casino where he became an established——

Mr. HORNER. Yes. That was his preferred—he liked to go to the Treasure Chest because it was real close to his house.

Mr. SCHIFF. The 149,000 in markers that were taken out, many of which were repaid——

Mr. HORNER. Right.

Mr. SCHIFF. How much was the sort of net loss from those markers? In other words, he goes to a casino; he takes out a mark; at some point, he cashes in chips to pay part of the mark. Was it generally or often the case that he lost and therefore couldn't pay off the mark at that visit and had to pay it off in the days or weeks that followed?

Mr. HORNER. I don't know the exact total, but in reviewing the records—I mean, I'm going to estimate that maybe half the time he lost—half the time he won, half the time he lost. Okay. That is just a rough estimate. But I don't know the total loss, net loss, or the amount of money that he owed casinos when he left. I don't know that number.

Mr. SCHIFF. Now, the 140—was it 149,000?

Mr. HORNER. 149,000.

Mr. SCHIFF. That was during the course of 1 or 2 years while he was in bankruptcy?

Mr. HORNER. That was for the time period after the order was entered through I think 2002, because our gaming records only went up to about 2002. I think he was discharged in July of '04.

Mr. SCHIFF. So that amount and any amounts that he lost subsequent to the filing of the bankruptcy petition, that all postdates that 66,000 and $27,000 figure.

Mr. HORNER. That's correct.

Mr. SCHIFF. At this point, you have to check. You're not aware of how much of the 149,000 was in that loss that subsequently had to be repaid?

Mr. HORNER. Right. I don't know that number.

Mr. SCHIFF. Now, you say half the time he won, half the time he lost. Does that mean that the amounts were the same or that, ultimately, when you looked at a given date like the charge you showed us, he would win and he would lose, but at the end of the day there were usually markers that he did not have the ability to pay off?

Mr. HORNER. Usually—I'm going to say probably—and this is a rough estimate—40 percent of the time he left the casino owing money. But that is really just an estimate by reviewing the records.

Mr. SCHIFF. Do you know, did the credit card application that he filled out during the pendency of the bankruptcy proceeding, did that credit card application ask him whether he had ever filed bankruptcy?

Mr. HORNER. I don't think so, because it was one of those quick applications where you just basically sign it and date it and you

can get the card. And it was one of those low-limit cards. It was a Capital One. I think the balance was—or the credit limit on it was for $200. So I think it was one of those cards that sometimes, if you file bankruptcy, I think you might get the application, maybe. I don't know. But it didn't ask that question, not that I know of.

Mr. SCHIFF. Thank you, Agent.

I now recognize the Ranking Member of the Task Force, Mr. Goodlatte.

Mr. GOODLATTE. Thank you, Mr. Chairman.

Agent Horner, are there reasons that Judge Porteous or anyone who may gamble frequently would want casinos to track their gambling patterns?

Mr. HORNER. Yes. The main benefit that—well, there is two reasons. One for tax purposes, for wins and losses, because they have to report their winnings and losings. Number two, a gamer or gambler would want their gaming activity rated—they call it rated play—because the casino will then give the customer food and room specials. They will give them free shows if they play enough. They will even give them free transportation to the casino.

There is a term of art that is used, RFB. It is called room, food, beverage. A gambler will try to attain RFB status at the casino where when he walks in—or he or she walks in, you know, everything is paid for, including your room. So that is the main benefit to a gambler.

Mr. GOODLATTE. Do you know if Judge Porteous received such benefits?

Mr. HORNER. He did.

Mr. GOODLATTE. How many casinos did you identify where Judge Porteous was an established or rated player?

Mr. HORNER. Probably about 10.

Mr. GOODLATTE. All in the Gulf Coast region and New Orleans?

Mr. HORNER. Most of them in the Gulf Coast region, but he is also rated at Caesars in Vegas and Caesars in Tahoe.

Mr. GOODLATTE. You indicated that one of the reasons for having that tracked was the convenience in terms of completing your tax return. Have you had the opportunity to examine Judge Porteous's tax returns?

Mr. HORNER. I have.

Mr. GOODLATTE. Did you find anything unusual in those tax returns?

Mr. HORNER. Well, for one, he took a deduction for a gift, I think the first year, like a $4,200 deduction for gifts, but he doesn't put any gifts on the bankruptcy because there is a question on there for gifts given. Okay. Well, he didn't report that in the bankruptcy. But on the tax return, he did take a $4,200 deduction for gifts. If I remember right, I don't think there was any gaming wins or losses reported on his tax return.

Mr. GOODLATTE. Earlier in your testimony you said that you and the FBI analyst had attempted to add up withdrawals at casinos on Judge Porteous's credit cards and bank; and you indicated that you had come up with a chart that depicted the extent of those withdrawals, quote, at a minimum. Why do you think there may be more gambling-related charges and withdrawals?

Mr. HORNER. Because I think what the analyst did was he took kind of a narrow view of gaming withdrawals or gaming charges and only used withdrawals that were taken at the casino. But we know that there is a cash machine located right outside the Treasure Chest casino, 5500 Williams Boulevard, and Judge Porteous would frequently go to that cash machine right before he went to the casino, and I don't think that those transactions are reflected in the chart. So if you add all of those, the cash machines that are located around the casinos, that we could see he was hitting before he was going into the casino, the number is probably going to be bigger.

Mr. GOODLATTE. Do you have any way of calculating what that was based upon looking at his bank records?

Mr. HORNER. We do. But that is something that the financial analyst would calculate. But we do because we have got the bank records and we can see where the cash withdrawals are made and we know which cash machines are located right outside the casinos.

Mr. GOODLATTE. And how do you come to the conclusion that casinos would not extend credit to individuals in bankruptcy? Did you learn that from speaking with officials at the casinos you visited or——

Mr. HORNER. Yeah, I asked them that question.

Mr. GOODLATTE. What did they say to you?

Mr. HORNER. They said absolutely not.

Mr. GOODLATTE. Once they know somebody is in bankruptcy, they cut them off?

Mr. HORNER. Right. They are much—they are just like a bank. A bank is—you know, I shouldn't say because banks do—don't loan money to people, and they did to Judge Porteous. He refinanced a loan. But, you know, casinos generally are not going to extend credit to people who have filed for bankruptcy.

Mr. GOODLATTE. Thank you.

Agent Horner, when you obtained Judge Porteous's tax returns, did you do so under a court order?

Mr. HORNER. Yes.

Mr. GOODLATTE. Thank you very much. Those are all the questions I have.

Mr. SCHIFF. The gentleman yields back.

Ms. Sheila Jackson Lee.

Ms. JACKSON LEE. Thank you very much.

Agent Horner, what do you think would have happened if Judge Porteous had listed an outstanding casino marker on his bankruptcy petition or otherwise defaulted on a debt to a casino?

Mr. HORNER. Well, if he had listed the casino debt on the bankruptcy application, the casino would have been treated like any other creditor. They would have participated in the plan. They would have been paid I think it was 39 cents on the dollar, just like all the other credit card companies were; and then that debt would have been discharged after the time period.

Ms. JACKSON LEE. We can also speculate that that would have been a real red flag on a bankruptcy petition, would it not?

Mr. HORNER. Yes. It would. It would have. It would have given the creditors an opportunity maybe to ask Judge Porteous about

his gaming activity as a method to maybe to try to find some more funds for the bankruptcy estate.

Ms. JACKSON LEE. As an FBI agent dealing with either criminal failures or civil failures—and this is speculation and I understand that—if you were in a courtroom, you might assume that a judge might take note of that as well?

Mr. HORNER. I would assume that, yes.

Ms. JACKSON LEE. Do you have any evidence that Judge Porteous secured funds from individuals—I hate to use the term "loan sharks". That may be dated. Do you have any evidence that he might have tried to get funds from other than credit card sources that seem to be part of your testimony today?

Mr. HORNER. Well, he obtained funds from other lawyers, you know. He had a little situation with some lawyers that, you know, they were paying him some funds for some curatorships. So he was generating funds like that back in the '90's. But as far as during this time period, other than—I don't know that he obtained money from any loan sharks. Or anything like that.

Ms. JACKSON LEE. And help me again. How far back did this gambling evidence suggest that he had been gambling?

Mr. HORNER. I think the records from Treasure Chest went back to the early to mid '90's.

Ms. JACKSON LEE. At the level of the evidence which you reviewed about his gambling habits, would it suggest that he needed to keep a constant flow of money going?

Mr. HORNER. Yes.

Ms. JACKSON LEE. And so he needed to be pretty nimble, pretty astute at trying to move dollars around?

Mr. HORNER. Well, what he did was, by overinflating his expenses in the bankruptcy and underestimating his income, what he was able to do was kind of create a little pot of money during the bankruptcy period which he could then gamble with that money.

Ms. JACKSON LEE. Say that again for me so that I can understand.

Mr. HORNER. What he did was he provided an old pay stub to the bankruptcy trustee which it was a low figure, okay? And so that created money every month for him to gamble, which was outside the bankruptcy estate, outside the purview of the trustee; and then he overinflates his expenses, okay, which then creates another little pot of money that he is able to gamble with or use however he wants to use. But those funds are kept outside the bankruptcy estate.

Ms. JACKSON LEE. In addition, that document is viewed as a Federal document or a document which would make representations to the Federal Government is it not, the bankruptcy petition?

Mr. HORNER. That's correct.

Ms. JACKSON LEE. Are there unique ways that casinos determine creditworthiness of a customer that are different from other typical commercial creditors?

Mr. HORNER. What a casino will do is they will have you fill out the credit application, and then most casinos will run what is called a central credit report, which is a credit report specifically aimed at gamblers and casinos and it tracks gaming activity of the casino's customers. And with the central credit report a casino can

determine whether or not a gambler has a good credit history at the casinos or a bad credit history at casinos.

Ms. JACKSON LEE. So they do so—their inside ball game?

Mr. HORNER. That's right.

Ms. JACKSON LEE. We know you are a gambler, you might be selling your house, but are you good with us?

Mr. HORNER. That's right. And also casinos do—one thing I found out was casinos usually own numerous sister properties is what they call them and they have very good lines of communication between sister properties. So if I went to Harrah's in New Orleans and I bounced a check or something at Harrah's in New Orleans, they are immediately going to put that out to all casinos owned by Jazz Casino Corp., which is the company that owns Harrah's. So they are going to know about it within various casinos.

Ms. JACKSON LEE. It looks like he was focusing around the Gulfport region. Did he travel, though? I didn't see that. Did he make his way to various sites—Michigan, Las Vegas, Atlantic City?

Mr. HORNER. He went to Las Vegas and Tahoe, Lake Tahoe. I never saw anything that he gambled in Atlantic City.

Ms. JACKSON LEE. It sounds like Judge Porteous may have only underestimated his income by a few hundred dollars per month in the 2001 schedules. Is that a fair understanding of the evidence?

Mr. HORNER. I need to find something here. I have some figures that I wrote down here to show you how much difference there was in the paychecks, and I can't put my hands on it.

Okay. Here it is. Well, anyway, the pay stub that he provides is $7,500, approximately. Well, the very next deposit into the Bank One checking account, the first deposit in there after the bankruptcy is filed is, like, $7,700. The next month, it goes up to—I think the next month is $7,700. The next month, it goes up to $7,800; and then the next month after that it jumps to like $8,500, because they are not with holding FICA and all that stuff anymore. So from August through December, the pay that is deposited in his account every month is about $8,500.

Ms. JACKSON LEE. And he only—and what—August and December, what year again?

Mr. HORNER. 2001.

Ms. JACKSON LEE. So you see a decided little cash hedge that he is able to utilize?

Mr. HORNER. Correct. And then he never did report his wife's income either. Which was very small. But still I think we found it averaged, you know, between 2 and $300 a month. But still—and it increased over the term of the bankruptcy. The 3-year period of the bankruptcy her income steadily increased. So that was another little piece of income that he——

Ms. JACKSON LEE. That he dipped into?

Mr. HORNER. That he dipped into.

Ms. JACKSON LEE. Let me just quickly ask these last two questions.

One, is it your testimony today that Judge Porteous committed fraud in his bankruptcy proceedings to conceal the extent of his gambling so he could continue gambling without interference; is that correct?

Mr. HORNER. Yes.

Ms. JACKSON LEE. And then, lastly, I'm still curious about—because when you think of gambling, certainly you can think of great fun and entertainment. But did you have any evidence of his association or having to be involved with unsavory characters—using an old terminology?

Mr. HORNER. No, not that I know of.

Ms. JACKSON LEE. Thank you.

Mr. SCHIFF. The gentlewoman yields back.

Without objection, all the exhibits referenced by Agent Horner or Mr. Baron will be made a part of the record; and now I will recognize Judge Porteous's attorney, Mr. Westling, for 10 minutes to question the witness.

Mr. WESTLING. Thank you, Mr. Chairman.

Special Agent Horner, do you have the casino——

Mr. SCHIFF. Counsel, could you hold off for one quick second?

I'm sorry. I didn't see my colleague. Would you care to question the witness?

Mr. GOHMERT. Thank you, Mr. Chairman, just briefly.

Mr. SCHIFF. Mr. Gohmert is recognized.

Mr. GOHMERT. Thank you.

You have done an extraordinarily good case of just laying out the facts as they were found, and that really makes me appreciate the thoroughness of the job, and it makes our job easier when—as Sergeant Friday used to say, just the facts. But when my friend from Texas asked you about unsavory characters, you had a very long pause there; And so I would like to ask you what it is that was going through your mind. You clearly have a good mind and apparently you were going through some files and checking your directories mentally and I'm wondering what the hesitation was. Is there some people with whom he had contact that gave you cause for concern?

Mr. HORNER. Well, first, the term "unsavory" can mean probably—cover a broad number of people in New Orleans.

Mr. GOHMERT. In New Orleans?

Mr. HORNER. In New Orleans.

Mr. GOHMERT. Really. That's a shock.

Mr. HORNER. So the question really—what I was trying to determine is, in 14 years of public corruption investigations, I mean, there is a lot of people that we have investigated and we have come across and who could maybe fit the term "unsavory". Now, you know, to try to reconcile that with Judge Porteous's relationship with any of these people, okay, I'm sure he has or knows unsavory people in New Orleans. But to define what the relationship is in regards to the question is a difficult one. So——

Mr. GOHMERT. Well—and I understand that. And so that you understand where I'm coming from, our Chairman of our Crime Subcommittee, Bobby Scott, and I were part of a hearing down in New Orleans a couple of years ago in which a U.S. attorney testified a big problem in New Orleans before Hurricane Katrina was graft and corruption, and it remains a big problem in New Orleans. And I understand that is a big problem there.

So let me try to hone in a little more, and I really appreciate my friend from Texas asking the question, because it is important.

This is a Federal judge who has tremendous power and control over people's future, businesses' futures. Are there people who have been investigated for graft or corruption who had personal ties to Judge Porteous?

Mr. HORNER. Yes.

Mr. GOHMERT. And are there people who have been investigated for graft and corruption who may have come before Judge Porteous as a judge who had personal ties to Judge Porteous?

Mr. HORNER. So the question is, if an unsavory or somebody who has been investigated——

Mr. GOHMERT. I'm setting aside unsavory now and trying to get more specific.

So, specifically, you had indicated that there are people who had been investigated for graft and corruption who had personal ties to Judge Porteous.

Mr. HORNER. Right.

Mr. GOHMERT. So I'm taking that the next step to be even more exclusive. Were there people who had been investigated for graft or corruption who had personal ties to Judge Porteous and who came before him as a judge?

Mr. HORNER. Well, we had a case in New Orleans called Wrinkled Robe which was a large public corruption investigation which involved judges, lawyers, the sheriff's office, and bail bondsmen in Gretna, Louisiana; and you're going to hear from two of those—from a couple of people that were involved on the wrong side of Wrinkled Robe in a couple of days.

But Judge Porteous did have a relationship with a bondsman named Louis Marcotte, who was later on investigated for corruption because he corrupted the 24th judicial system. He did have some dealings in front of Judge Porteous when Judge Porteous was on the State bench, okay, not on the Federal bench.

But as far as if you're just asking for the time period of when Judge Porteous was on the Federal bench, I don't know of anybody that would fit that category.

Mr. GOHMERT. And one follow-up to that, if I might. The casinos obviously were extending markers, giving him credit. Do you know of any business that anyone associated with the casinos who extended him markers and credit had before his court?

Mr. HORNER. So the question is whether or not a casino had a matter before him?

Mr. GOHMERT. Or people involved with the casino individually had. Because it may be that the casino did not as the casino, but people involved with the casino who had an interest in the casino, pecuniary interest in the casino and had some business before the court.

Mr. HORNER. I don't know the answer to that question. But—I don't know the answer to that.

Mr. GOHMERT. With the data bank that you have from your obviously very thorough investigation, would it be possible to run a cross-check between litigants before the court during the time he was a Federal judge and people who had a pecuniary interest in the casinos where he was extended credit?

Mr. HORNER. I don't think we could do that because we would have to know the name that we would want to run. We would have

to know if that person also had—is an established player at a casino, and casinos generally don't give us that information unless we issue them a subpoena. So if I had the name of John Smith that appeared as a litigant in front of Judge Porteous, I would have no way of knowing whether or not John Smith has an account at Treasure Chest or Beau Rivage or anything like that.

Mr. GOHMERT. It may be worth following up. But, thank you, Mr. Chairman.

Mr. SCHIFF. I thank the gentleman.

The gentleman yields back. We will now go back to Judge Porteous's attorney, Mr. Westling, for his questions.

Mr. WESTLING. Thank you, Mr. Chairman.

Special Agent Horner, you have testified a bit about the casino credit process. I just want to make sure I understand some things about that. You've indicated that there is a credit report that is generated inside, I would put it, the casino system, players credited at various facilities that is often used in determining whether to extend a marker; is that correct?

Mr. HORNER. It is not really a credit system inside the casino system. It is a company separate and apart from the casinos that the casinos will subscribe to the service, the central credit service; and the central credit then provides information back to the casinos. So, you know, I don't think it is a part of the casinos. They just provide information to casinos.

Mr. WESTLING. But, in essence, it is a database of information that relates to casino credit as compared to other credit?

Mr. HORNER. That's correct. And it does have some banking information on there, also. Like, it will show high and low limits of the customer's bank accounts and things like that.

Mr. WESTLING. All right. Do they also typically run credit reports?

Mr. HORNER. Sometimes they do.

Mr. WESTLING. And, obviously, had they run a credit report in this case, the bankruptcy would have showed up, would it have not?

Mr. HORNER. Yeah, it would have shown up.

Mr. WESTLING. So to the extent the bankruptcy is out there, it is a public record like a tax lien or anything else. It is going to show up on a credit report, and it is available in the normal sources that a casino would check to determine creditworthiness. Is that a fair statement?

Mr. HORNER. Well—but the problem you have with Judge Porteous's bankruptcy is that he has got his Social Security number listed, and then he has also got the fake name, and then he has also got the real name. So when the credit report is issued and the bankruptcy shows up under—it is going to show up under his Social Security number, but it also going to show up under—as G. T. Orteous. So somebody reading the credit report doesn't know if the Social Security number is wrong or if the name is wrong. So it is hard to determine what is correct on the consumer credit report.

Mr. WESTLING. But as a practical matter, a credit report typically lists a number of names anyone has ever been associated with?

Mr. HORNER. It does.

Mr. WESTLING. So this isn't exactly a puzzle for people who are day in and day out granting credit, is it?

Mr. HORNER. No. Well—I mean, it would show up, but there would be a question as to whether or not—what the correct information is.

Mr. WESTLING. But as a practical matter, the information would be there. They would just have to decide what value it had?

Mr. HORNER. Right. That's correct.

Mr. WESTLING. Okay. Do you have the—there is a chart that was used earlier, Judge Porteous's casino markers post confirmation. Do you have that in front of you?

Mr. HORNER. I do. What is the exhibit number?

Mr. WESTLING. I don't think it has an exhibit number. I think it was projected on the screen. This was the chart that has the total of $149,000——

Mr. HORNER. Right.

Mr. WESTLING [continuing]. And 42 markers.

Mr. HORNER. Okay. I have it.

Mr. WESTLING. Do you have that in front of you?

Mr. HORNER. I do.

Mr. WESTLING. Okay. So I just want to quickly walk through the chart so that we can get a sense of what is happening here.

On July 18, 2001 there is one marker at the Treasure Chest, which is then repaid in that same visit; is that correct? The first entry on the chart.

Mr. HORNER. I don't have that page.

I have got it right here. Okay.

Mr. WESTLING. Okay. So we are looking at—I think it is the first page—yeah, there we go. The July 18, 2001, visit. And there is a repayment of that marker on the same casino visit on the 19th.

Mr. HORNER. That's correct.

Mr. WESTLING. Okay. And then going down to the 23rd again, repaid on the same visit, correct?

Mr. HORNER. That's correct.

Mr. WESTLING. All right. Now, on the 20th of August and the 21st, we see that some amount, 5,000, is repaid in the same visit, but there is a total of 3,000 that remains owing when he leaves the casino and is subsequently repaid on the 9th and 15th of September, correct?

Mr. HORNER. Right.

Mr. WESTLING. So we know that on one occasion there is 3,000 left owing that is not liquidated the same day.

Mr. HORNER. Right.

Mr. WESTLING. Now, going down to the 28th of September, there are two at Harrah's, $2,000 and again repaid in the same visit.

Mr. HORNER. Right.

Mr. WESTLING. All right. Next page. We are looking at October 13th of '01, two markers for 1,000, again repaid the same visit.

Mr. HORNER. That's correct.

Mr. WESTLING. October 17th and 18th, there is a total of nine markers for $5,900—1,500 repaid on that visit, 44 he leaves the casino still owing, correct?

Mr. HORNER. That's correct.

Mr. WESTLING. All right. He repays that on November 9th, it looks like, of '01.

Mr. HORNER. Right.

Mr. WESTLING. Next entry again, on the 31st and 1st, 31st of October, 1st of November, total of 3,000 repaid in the same visit?

Mr. HORNER. That's correct.

Mr. WESTLING. All right. On 11/27, two markers again repaid the same visit.

Mr. HORNER. That's correct.

Mr. WESTLING. 12/11, two markers again repaid the same visit. On the 20th of December of '01, one marker repaid subsequently. So that is another thousand he leaves the casino still owing.

Mr. HORNER. Right.

Mr. WESTLING. 2/12 of '02, a $1,000 again repaid the same visit, correct?

Mr. HORNER. That's correct.

Mr. WESTLING. April 1st, 2,500 repaid the same visit, correct?

Mr. HORNER. That's correct.

Mr. WESTLING. All right. And then on May 26th, one marker, $1,000 repaid the same visit.

Mr. HORNER. That's correct.

Mr. WESTLING. All right. Now, on 7/4 and 5 of '02, there were three markers, totaling $2,500. 1,200 is repaid that day, and he leaves the casino owing 1,300.

Mr. HORNER. Right.

Mr. WESTLING. All right. So if I have got my notes right, there is one debt he leaves owing of 3,000, one of 4,400, one of 1,000, and one of 1,300. So of $149,000, 400 in markers total, only 9,700 were not repaid on the same date they were taken out; is that correct?

Mr. HORNER. That's correct.

Mr. WESTLING. All right. Thank you.

I want to direct your attention briefly to—I think it is Exhibit 341, which are the credit card statements that relate to the Capital One card that was taken out—I think it was in August of '01.

Mr. HORNER. Right.

Mr. WESTLING. Do you have that in front of you?

Mr. HORNER. I do.

Mr. WESTLING. Have you reviewed the charges on these statements?

Mr. HORNER. Only a couple of them.

Mr. WESTLING. Okay. In general—and, again, we can go through them, but is it fair so say that these represent pretty standard meals, clothing, Breaux Mart, which is a grocery store in New Orleans, but kind of day-in-and-day-out living expenses? I mean, these are not repeating the pattern of regular gambling-type debt; is that correct?

You can take your time.

Mr. HORNER. Just give me a couple of seconds here.

Yeah, it looks like it is a lot of restaurants, shopping, things like that.

Mr. WESTLING. All right. Thank you.

Agent Horner, you have testified about the bankruptcy petitions in this case and the dates they were filed; and I guess there were actually two of them, if I understand all of this correctly. The first

that was—had the name Orteous and then there was an amended filing, correct?

Mr. HORNER. That's correct.

Mr. WESTLING. And do you know whether or not they were signed by Judge Porteous and his wife on the dates that they are dated or not?

Mr. HORNER. So your question is whether or not he actually signed the voluntary petition on March 28, 2001, as it is reflected on the form?

Mr. WESTLING. Right. In other words, to the extent it bears that date, do you know if it was signed on that date?

Mr. HORNER. I do not know if it was actually signed on that date. I mean, he represents that it is, so——

Mr. WESTLING. I understand. That is the date on the document.

Mr. HORNER. Right.

Mr. WESTLING. But you don't know one way or the other wether he signed it and it was subsequently dated?

Mr. HORNER. Right.

Mr. WESTLING. I mean, if you look at the dates—just so we can talk about it—they are clearly all put on there by the same individual, are they not?

Mr. HORNER. I don't know who put them on.

Mr. WESTLING. Now, I want to go back to one final exhibit, and then I will move on, and I think it is the exhibit that shows your analysis of gambling losses and winnings. Do you have that? I will probably have a number for you in just a second, but I'm looking. Yeah, it is 337.

Mr. HORNER. Okay.

Mr. WESTLING. And so for the period of 3/28/2000 to 3/28/2001, your analysis—and this is based on your investigation; is that correct?

Mr. HORNER. That's correct.

Mr. WESTLING. All right—indicated that there was approximately $6,000 in gambling losses on a net basis?

Mr. HORNER. Yeah, that's correct.

Mr. WESTLING. Okay. So in about a year, he had about a $6,000 loss?

Mr. HORNER. That's correct.

Mr. WESTLING. All right. And then the other thing is you were asked some questions about tax returns. There is no requirement of reporting gambling losses on your tax returns, is there?

Mr. HORNER. Well, as it—I mean, you can deduct losses against winnings.

Mr. WESTLING. But to the extent you have more losses than winnings, it is a nondeductible event, correct?

Mr. HORNER. That's correct.

Mr. WESTLING. So there would be no basis to report it?

Mr. HORNER. Right.

Mr. WESTLING. I have no further questions, Mr. Chairman.

Mr. SCHIFF. Thank you.

Agent Horner, I just have a few follow-up questions I want to ask you. On the chart of casino markers, one of the dates was September 28th. I don't know if you have that in front of you. It was at Harrah's. There were two markers in the amount of 2,000.

Mr. HORNER. Right.

Mr. SCHIFF. Now, it shows a repayment date which I think counsel may have assumed was the same date, but that is a month later, right?

Mr. HORNER. Right, it is a month later.

Mr. SCHIFF. Now, is the total of the two markers 2,000, or is it one marker each for 2,000?

Mr. HORNER. It is two $1,000 markers.

Mr. SCHIFF. So that the amount not repaid would have been 11,000 for that period, instead of 9,000?

Mr. HORNER. Right, because he repaid it a month later.

Mr. SCHIFF. Do you know, Agent Horner, whether on the dates where the markers showed they were repaid, whether they were always repaid with chips or whether they were repaid with cash or with check or credit card?

Mr. HORNER. It shows on the gaming records how it was repaid—chips, cash, checks or if they had to drop the marker.

Mr. SCHIFF. And do you know in terms of the markers that are listed on this chart whether they were all paid with chips or whether some were paid in cash, check, or credit card?

Mr. HORNER. It varied. Chips, cash, checks, for the purposes of this chart.

Mr. SCHIFF. So then we can't tell from this chart what his losses were. His losses may exceed the 11,000 if he paid off the loss the same day by a check or credit card?

Mr. HORNER. That's right. So really what the chart reflects is—or the losses that you can deduce from this chart would be, when he walks out of the casino, money owing the casino when he left.

Mr. SCHIFF. Well——

Mr. HORNER. But as he is gambling, he could be losing, okay, and then he may repay some of it, lose, repay—I mean, it just kind of—you would have to kind of really look at the records if you could even determine down to that level.

Mr. SCHIFF. It is more complicated than that, isn't it? Because the fact that he walked out of the casino having paid off the marker doesn't mean that he walked out without losses. It may mean that he lost and paid in the casino with a check the remaining balance, right?

Mr. HORNER. That's correct.

Mr. SCHIFF. So if in the course of this period in 2001 and part of 2002 he had 149,000 in markers and left the casino with 11,000 not repaid, we would know at a minimum the losses were 11,000, but they may have been substantially greater?

Mr. HORNER. They could have been more, because you don't know—I guess you don't know the source of the funds that he repaid the markers with, the ones he repaid while he was at the casino.

Mr. SCHIFF. Now I'm just doing some rough math. But 11,000 out of 149,000, if it were 10 percent, it would be basically 15,000. So we are talking about 8 percent of the total amount of markers he ended up losing, assuming——

Mr. HORNER. That would be money owed walking out of the casino, would be 8 percent.

Mr. SCHIFF. Now, during the period from 1995 to 2000 and 1997 to 2000, during that 3- to 5-year period you were able to total up, looking at cash, checks, and credit cards, gambling debts of around 100,000, right?

Mr. HORNER. Right. When you add the two figures together, it would be not necessarily debt but just money spent on gambling.

Mr. SCHIFF. Money spent on gambling.

Mr. HORNER. Right.

Mr. SCHIFF. So in that 3- to 5-year period you have about 100,000 in money spent on gambling. Assuming that it was an entire 5-year period, this would be a conservative figure, that would represent about 20,000 a year in gambling expenses?

Mr. HORNER. So the question would be, did he spend—he spent about 20,000 a year gambling?

Mr. SCHIFF. Well, my question is, conservatively, from the period of '95 to 2000, if there were 100,000 that he was paying through cash, check, or credit card for gaming, does that indicate on average about a $20,000-a-year expenditure on gambling during that period?

Mr. HORNER. It would. But the one element it doesn't take into consideration is he had a large amount of cash that we could never really trace the source of. So if he used some of that cash to gamble with, you know, we wouldn't know. So of what we can tell, the $20,000 figure would probably be fairly accurate. That's a problem you have with a gambler is you have got cash a lot of times that——

Mr. SCHIFF. Okay. That concludes the questions I have.

Would anyone else like to—Mr. Gohmert.

Mr. GOHMERT. Okay. Thank you. Yeah, some follow-up.

First of all, following up the Chairman's questions, you mentioned that he may have had cash. You couldn't account for the source; is that correct?

Mr. HORNER. That's correct.

Mr. GOHMERT. So you don't know whether it may have been attorneys that were providing money for his son's college or something like that that ended up being used for gambling, correct?

Mr. HORNER. That's correct. Or could have just been gaming winnings that he had in his pocket and he just deposited them.

Mr. GOHMERT. We have heard testimony about cash being obtained for the judge or on the judge's behalf from attorney friends who were just trying to help him out. Have you checked to see if there is any time linkage between the acquisition of cash from attorneys who appeared before Judge Porteous and gambling that occurred at these casinos?

Mr. HORNER. We did. We tried to do that. And we could not reach a conclusion.

Mr. GOHMERT. So it is inconclusive whether that cash would have been used. Did you follow up like we had heard testimony about requests for cash because the child's tuition was coming due? Have you done any follow up to see if tuition was actually following—coming up due following that request for cash?

Mr. HORNER. Well, we didn't on the child's tuition because sometimes it is a little sensitive if you issue a subpoena to a school regarding a child. So we didn't do that, okay?

Mr. GOHMERT. Well, but you can pretty well figure out when tuition is due. You have a general knowledge that colleges usually like to have their tuition paid before they will allow you to attend class. I know, with my kids, we haven't been able to get them to allow them to go to class until their tuition has been paid. They may let them go a week or two, but eventually they get real sticky about that.

Mr. HORNER. And, you know, the financial analyst may have looked to see if there were checks written to the schools or things like that. I guess I don't know the answer to that. But I know that we did try to trace a lot of the cash to see how it was being spent, and it was very difficult.

Mr. GOHMERT. One of the things it seemed from the testimony—and you may be able to indicate more specifically—but it seemed like the testimony of witnesses was, on one occasion we were asked for cash because the tuition was coming due, but they couldn't be specific on which occasion that was. Is that the kind of problem you ran into in trying to trace the cash?

Mr. HORNER. That's one of them. And the situation I'm referring to, another problem is that it was old, dated material. It was outside the statute of limitations.

Mr. GOHMERT. Okay. And I did want to follow up on a question asked by Attorney Westling. It was a good question about if the judge applied for a marker at a casino for credit or made application for a credit card, well, they could get his credit report and see that there had been a bankruptcy filed; and I thought that was a good question. But I wanted to do a follow-up to that. And it should be easy to discern this just from looking at the dates, the different things, the data that you have compiled. But since we have you here and you're the one that compiled the data, I will just ask you, it would be a lot easier to research. Was there an application for credit either at a casino or for a credit card that came after the judge filed bankruptcy under a false name but before the time that he corrected that name?

Mr. HORNER. That would be between March 28, 2001, and April 9, 2001, that time period?

Mr. GOHMERT. Yes.

Mr. HORNER. I don't believe that he applied for any credit cards or any new casino credit during that 10-day time period.

Mr. GOHMERT. You don't believe?

Mr. HORNER. No. I know he applied for credit at Harrah's during the pendency of the bankruptcy, but that was outside your window—your question.

Mr. GOHMERT. Once the name was corrected at the bankruptcy pleadings, did you see—did that effect a change in a credit report or did it remain under the original name filed under which the bankruptcy was filed?

Mr. HORNER. My recollection is that, when it was first filed, the credit reports——

Mr. GOHMERT. They would pick that up, right?

Mr. HORNER. They didn't pick it up until it was after April 9th, and it may have just been a function of——

Mr. GOHMERT. Yeah, it just takes time.

Mr. HORNER. To get a bankruptcy on a credit report. But it did eventually show up on the credit report.

Mr. GOHMERT. Under the fictitious name or under his actual name?

Mr. HORNER. Well, it just shows up under his credit report. He will see—you will see the bankruptcy. They just list the bankruptcy listed.

Mr. GOHMERT. Okay.

Mr. HORNER. And then it will list all of the names that he has used or the names that are associated with the Social Security number.

Mr. GOHMERT. Okay. So, by using the fictitious name, did that, do you think, delay the time that it appeared in his credit report?

Mr. HORNER. You know, that—I don't know. I guess——

Mr. GOHMERT. I see my time has run out, but I would ask that, if you find answers to the questions that I have asked, if you could submit that in writing after the hearing, we would appreciate it very much. Thank you.

Thank you, Mr. Chairman.

Mr. SCHIFF. The gentleman yields back.

Ms. Sheila Jackson Lee.

Ms. JACKSON LEE. Thank you, Agent, for your testimony and for your diligence.

Help me out again and tell me how long in your review did Judge Porteous have a gambling—participate in gambling activities?

Mr. HORNER. Well, that I can establish through the records, I would say from the early to mid '90's.

Ms. JACKSON LEE. Early to mid '90's?

Mr. HORNER. That's what the records would establish. Now he may have been gambling before that as an unrated or unestablished player, but I wouldn't know that.

Ms. JACKSON LEE. And, again, in your review of documents and your experience, in what you reviewed was it participation in gambling or did you sense a gambling habit?

Mr. HORNER. You know, he gambled a lot, okay? He gambled a lot. It would be hard for me to determine whether it is a habit or a problem, but he did gamble a lot.

Ms. JACKSON LEE. In the review of records and his gambling a lot, did he leave debts that ultimately came back to be paid, but did he have, I guess you call it a running debt, and you have to pay it—when he left after each time or was all his debts paid up or did he come back and pay debts?

Mr. HORNER. Sometimes he would leave owing the casino money, and then he would come back and pay the casino. Or sometimes, if he didn't come back and pay, that's when the casino deposits the marker to the bank account.

Ms. JACKSON LEE. And then they get it automatically?

Mr. HORNER. Right, they get the money automatically.

Ms. JACKSON LEE. He was nominated for the bench in I guess 1994. Was he gambling then?

Mr. HORNER. Was he what?

Ms. JACKSON LEE. Was he gambling then?

Mr. HORNER. In '94?

Ms. JACKSON LEE. Yes.

Mr. HORNER. I would have to check the records. Specifically '94, I would have to check.

Ms. JACKSON LEE. Is there any records here for you to check or——

Mr. HORNER. No. I don't have all of the gaming records here, but I could check to see how far back they go.

Ms. JACKSON LEE. All right. I would appreciate if I could get that answer. Because I would like to ask you a question in particular regarding the judicial application or the application that one has to file. And it is a Federal form. Did you review his application that is called form 86—SF-86?

Mr. HORNER. I did, but it has been a while since I looked at it.

Ms. JACKSON LEE. I'll hold it up for you to see. There's fine print, but I'm going to read the language to you. And that is why I would like to have this question answered.

He has to see it this way, please. Thank you.

The language on—I think it is—it looks like it is 10(s): Is there anything in your personal life that could be used by someone to coerce or blackmail you? Is there anything in your life that could cause an embarrassment to you or to the President if publicly known? And, if so, please provide full details.

So that would have been—in 1994, that question would have been asked.

Mr. HORNER. Right.

Ms. JACKSON LEE. And the question would be, from an FBI agent's perspective, would the gambling question be a relevant question in a question like that?

Mr. HORNER. Well, it would be relevant in the sense that if it is creating a financial burden, okay, because financial hardships by judges or anybody in public service could be used as a source of blackmail. And I know those are issues—when I was hired, they wanted to know what my financial condition was before they hired me. Just because if I'm in a bad financial way or bad financial situation, you know, I may be open for a bribe or blackmail or to do something, you know, that you shouldn't do.

Ms. JACKSON LEE. And in the review of the documents that you had going forward, because your memory doesn't serve you at this point as to what time frame, was the gambling habits of Judge Porteous a burden a financial burden?

Mr. HORNER. Yes, they were. It was a major factor in his bankruptcy.

Ms. JACKSON LEE. And you did testify today that—I think I asked the question—that you testified that you believed Judge Porteous committed fraud in his bankruptcy proceedings to conceal the extent of his gambling. And you testified so that he could continue gambling without interference. Was that correct?

Mr. HORNER. That's correct.

Ms. JACKSON LEE. So, therefore, anyone that would engage in that activity certainly was burdened by—seemingly burdened by those debts or burdened by those activities?

Mr. HORNER. That's correct.

Ms. JACKSON LEE. And I just want the—Mr. Chairman, I would like to ensure that the witness is able to give us records that would

reflect the start, to his knowledge or his documentation, of Judge Porteous's gambling; and I want the record to reflect that this form that we believe is signed by Judge Porteous—and are you able to detect as to whether or not that is his signature?

Mr. HORNER. That looks like his signature.

Ms. JACKSON LEE. We will just have that reflected, and I will try to affirm the documents, and I'm not sure whether I can ask unanimous consent for this document to be placed in the record.

Mr. SCHIFF. Without objection.

Ms. JACKSON LEE. And I just want the record to reflect—and I will read it again; and this document is dated April 27, 1994. There is a portion or a supplement to Standard Form 86—I'm again saying S as in Sam—SF-86. But but I will read it again.

Is there anything in your personal life that could be used by someone to coerce or blackmail you? Is there anything in your life that could cause an embarrassment to you or to the President if publicly known? If so, please provide full details.

And the answer that is reflected here is a no, and this is a duplicate, and I will ask that this document be submitted in the record.

Mr. SCHIFF. Without objection.

[The information referred to follows:]

[redacted]

[redacted]

Ms. JACKSON LEE. I thank you, and I yield back.

Mr. SCHIFF. I thank the gentlewoman for her questions, and I think the point you raised is one that applies with equal force to the issues we discussed in our last hearing, and whether those were required to be disclosed.

Agent Horner, that will conclude your testimony.

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[redacted]

[redacted] Our second witness this afternoon is Claude Lightfoot, Esquire. Mr. Lightfoot is an attorney with a law practice in the New Orleans area. He is here pursuant to a subpoena.

I will now swear the witness.

[Witness sworn.]

Mr. SCHIFF. Ms. Konar, you may now question the witness.

**TESTIMONY OF CLAUDE LIGHTFOOT, ATTORNEY, NEW ORLEANS, LA**

Ms. KONAR. Good afternoon, Mr. Lightfoot. Where are you employed?

Mr. LIGHTFOOT. With my own firm, sole practioner in New Orleans.

Mr. SCHIFF. Mr. Lightfoot, you need to pull the microphone close to you and make sure you have it turned on. If you hit the button at the base.

Mr. LIGHTFOOT. How about now?

Mr. SCHIFF. Perfect. And I would even pull it closer to you.

Mr. LIGHTFOOT. I am a sole practioner and attorney in New Orleans.

Ms. KONAR. What type of law do you practice?

Mr. LIGHTFOOT. Bankruptcy only since about 1990.

Ms. KONAR. In the summer of 2000, were you retained by Judge Porteous?

Mr. LIGHTFOOT. I was.

Ms. KONAR. Why did he retain you?

Mr. LIGHTFOOT. To seek to achieve a workout of his financial problems and ultimately to consider bankruptcy, if necessary.

Ms. KONAR. What is a workout?

Mr. LIGHTFOOT. Well, I analyzed the assets and the debts that he had and came up with a plan to offer at least partial payment in settlement of the claims to his credit card debt.

Ms. KONAR. And is a workout something that would take place in lieu of a bankruptcy?

Mr. LIGHTFOOT. That would have been in lieu of a bankruptcy. That was the effort.

Ms. KONAR. Had you ever met Judge Porteous at the time he retained you? Had you met him prior to the time?

Mr. LIGHTFOOT. No, I didn't.

Ms. KONAR. Did you know who he was?

Mr. LIGHTFOOT. I knew who he was because some years before, I had a bankruptcy appeal which had been allotted to his court, but the appellant—I was the appellee, representing the appellee—dismissed the appeal, so it never went through and I never did meet Judge Porteous.

Ms. KONAR. But at a minimum, you did know that he was a Federal judge?

Mr. LIGHTFOOT. I knew that, yes, ma'am.

Ms. KONAR. Did you take any steps in the summer of 2000 to collect information from Judge Porteous?

Mr. LIGHTFOOT. I did.

Ms. KONAR. What did you do?

Mr. LIGHTFOOT. I presented him with my usual packet of worksheets that mimic the ultimate bankruptcy schedules to obtain all the information about his debts and his assets.

Ms. KONAR. Could you give us a little more specific information about the types of questions that appeared on your work sheets?

Mr. LIGHTFOOT. Well, every single question that appears in the petition, the schedules and the statements and the Chapter 13 plan, the things that ultimately go into a bankruptcy or, for that matter, in a Chapter 7 bankruptcy, I have covered in my worksheets; just explain more simply, lots more room to write, asking the prospective clients to list out all of their debts, list all of their assets. The form is more comprehensive than anyone would have, but it contains everything that would ultimately be contained in a bankruptcy filing.

Ms. KONAR. Did the fact that you were trying to work out Judge Porteous's debts in the summer of 2000 as opposed to preparing for a bankruptcy filing in any way effect or change your process for how thorough you were in collecting his information?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did you specifically explain to Judge Porteous that he needed to disclose all of his assets and all of his debts to you?

Mr. LIGHTFOOT. Yes, I did.

Ms. KONAR. Did Judge Porteous fill out the worksheets that you gave to him?

Mr. LIGHTFOOT. Yes, he did.

Ms. KONAR. Did he disclose on those worksheets that he had any debts owed to casinos?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous otherwise inform you in the summer 2000 that he had debts owed to casinos at that time?

Mr. LIGHTFOOT. No.

Ms. KONAR. If in fact Judge Porteous had owed debts to casinos at that time, should he have disclosed them to you?

Mr. LIGHTFOOT. I would have expected them to be listed and provided to me, and I would have listed them as creditors.

Ms. KONAR. Is that why it would have been important for you to know about the debts, because they should have been listed as creditors?

Mr. LIGHTFOOT. They are obligations to pay, so they would be a debt, like any other debt.

Ms. KONAR. Did you give Judge Porteous any legal advice in the summer of 2000 regarding whether he should or should not continue to incur new debt?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. What was that advice?

Mr. LIGHTFOOT. Not to make any more debt.

Ms. KONAR. Is that advice you give to all of your bankruptcy clients?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. Why do you give that advice to all of your clients?

Mr. LIGHTFOOT. Well, by the time someone is in a financial distress sufficient to be consulting about a bankruptcy, it is not good faith for such a person to continue making debt. So I always admonish them not to do it anymore, not to make any more credit card charges, et cetera.

Ms. KONAR. Was the workout that you attempted on behalf of Judge Porteous ultimately successful?

Mr. LIGHTFOOT. No.

Ms. KONAR. Was a decision made in approximately February or March of 2001 to file for a bankruptcy?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. At that time, in approximately February or March of 2001, did you request that Judge Porteous provide you with any updated information since he had originally filled out the worksheets in the summer of 2000?

Mr. LIGHTFOOT. Well, he had a practice of providing me with updated credit card statements. Every so often I would get another collection and I would adjust the balances, because the accrual of interest was making them get larger. And there was a process of reviewing a couple of drafts of the final schedules and plan that were filed to make sure that everything was accurate.

Ms. KONAR. Did Judge Porteous tell you in early 2001 that at that time he had any debts owed to casinos?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous tell you more specifically that on February 27th of 2001 he gambled at the Grand Casino Gulfport, he took out $2,000 in markers and that he left the casino that day still owing $2,000?

Mr. LIGHTFOOT. No. I never knew that he gambled at all or had any gambling debts.

Ms. KONAR. Did he ever tell you that he owed $2,000 to the Grand Casino Gulfport on March 28th, which was the day that he filed the bankruptcy petition?

Mr. LIGHTFOOT. No.

Ms. KONAR. Should Judge Porteous have told you about those sorts of gambling debts?

Mr. LIGHTFOOT. Yes, so I could list them.

Ms. KONAR. During Judge Porteous's fifth circuit testimony, he was asked about the definition of a marker and he agreed that the following definition was accurate: "A marker is a form of credit extended by a gambling establishment, such as a casino, that enables the customer to borrow money from the casino. The marker acts as the customer's check or draft to be drawn upon the customer's account at a financial institution. Should the customer not repay his or her debt to the casino, the marker authorizes the casino to present it to the financial institution or bank for negotiation and to draw upon the customer's bank accounts any unpaid balance after a fixed period of time."

Do you agree with that definition of a marker?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. I would like to direct your attention to Exhibit 125. Do you recognize this document?

Mr. LIGHTFOOT. Yes. This is the original voluntary petition in Chapter 13.

Ms. KONAR. Did you prepare this?

Mr. LIGHTFOOT. I did.

Ms. KONAR. Did you discuss the preparation of this document with Judge Porteous?

Mr. LIGHTFOOT. I did.

Ms. KONAR. Did Judge Porteous personally review this document before it was filed with the bankruptcy court?

Mr. LIGHTFOOT. He did.

Ms. KONAR. Turning to page 2 of the document, did Judge Porteous sign this document under penalty of perjury?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. And what was the date the original petition was filed?

Mr. LIGHTFOOT. March 28th, 2001.

Ms. KONAR. What was the name used on the original petition?

Mr. LIGHTFOOT. G.T. Ortous.

Ms. KONAR. Is that a false name?

Mr. LIGHTFOOT. It is.

Ms. KONAR. Why was the original bankruptcy petition filed with a false name?

Mr. LIGHTFOOT. I had hoped that I could avoid him the embarrassment—or have him avoid the embarrassment of a big story in the newspaper. At that time, these filings were listed in the newspaper once a week. And I knew that it would be corrected very quickly before any notice would go out to creditors. And that was a mistake, and it was my suggestion, and I am sorry that I made that suggestion.

Ms. KONAR. After you made the suggestion to Judge Porteous that he file under a false name in the original petition, did he object to your suggestion?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did he ever say to you, no, I refuse to file a document with a false name?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous definitely know when he signed his bankruptcy petition under penalty of perjury that it did contain a false name?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. Mr. Lightfoot, approximately how many bankruptcies have you worked on throughout the course of your career as a bankruptcy attorney?

Mr. LIGHTFOOT. Many thousands.

Ms. KONAR. And in any other case other than Judge Porteous, have you ever advised or counseled one of your clients to file a bankruptcy petition using a false name?

Mr. LIGHTFOOT. No, I haven't.

Ms. KONAR. What was so special about Judge Porteous that on this one occasion you gave him this advice?

Mr. LIGHTFOOT. I felt sorry for him. I did not know him. I respected him as a judge. And out of compassion I tried to save him some embarrassment. It was a very misguided effort.

Ms. KONAR. Looking again at Exhibit 124, it also lists a P.O. Box address instead of a street address. Did Judge Porteous have a

P.O. Box address in the summer of 2000 at the time he retained you?

Mr. LIGHTFOOT. I don't think so.

Ms. KONAR. Whose idea was it to use a P.O. Box address on the bankruptcy petition?

Mr. LIGHTFOOT. It was part of the same effort, just to obscure for the paper discovering that he had filed. It, of course, backfired because it came out anyway.

Ms. KONAR. So just to clarify, did you give the idea to him to use the P.O. Box?

Mr. LIGHTFOOT. Correct.

Ms. KONAR. And after you gave him the idea of using the P.O. Box, did Judge Porteous then himself affirmatively go out and open the P.O. Box?

Mr. LIGHTFOOT. I don't know how it came about, but I was provided with a P.O. Box.

Ms. KONAR. So you didn't open a P.O. Box for him?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did you ever amend Judge Porteous's bankruptcy petition to correct the false name?

Mr. LIGHTFOOT. I did.

Ms. KONAR. Directing your attention to Exhibit 126, do you recognize this document?

Mr. LIGHTFOOT. Yes, this is the amended voluntary petition.

Ms. KONAR. Did you prepare this document?

Mr. LIGHTFOOT. I did.

Ms. KONAR. What are the differences between the amended voluntary petition and the original petition?

Mr. LIGHTFOOT. The name and the address are correct.

Ms. KONAR. Did Judge Porteous personally review the amended bankruptcy petition before it was filed?

Mr. LIGHTFOOT. He did.

Ms. KONAR. Turning to page 2 of the amended bankruptcy petition, did Judge Porteous sign this document under penalty of perjury?

Mr. LIGHTFOOT. Yes, he did.

Ms. KONAR. When was the amended petition filed?

Mr. LIGHTFOOT. April 9th, 2001.

Ms. KONAR. Did you file any other documents on April 9th of 2001?

Mr. LIGHTFOOT. I filed the Chapter 13 schedules and statements and Chapter 13 plan the same day.

Ms. KONAR. Drawing your attention to Exhibit 127, do you recognize these documents?

Mr. LIGHTFOOT. I do.

Ms. KONAR. What are these documents?

Mr. LIGHTFOOT. These are the schedules and the plan.

Ms. KONAR. As you said, you prepared these documents yourself?

Mr. LIGHTFOOT. I did.

Ms. KONAR. How did you obtain all the necessary information to fill out Judge Porteous's bankruptcy schedules and his statement of financial affairs?

Mr. LIGHTFOOT. From the worksheets that I had had him fill out long before, and then we reviewed them at least a couple of times, a couple of drafts of these schedules thereafter.

Ms. KONAR. So did you rely entirely on Judge Porteous to provide you with all the necessary information to complete these documents?

Mr. LIGHTFOOT. I did.

Ms. KONAR. Did you specifically review both the completed summary of the bankruptcy schedules, the schedules themselves, and the statement of financial affairs with Judge Porteous prior to the time that they were filed with the courts?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. How extensive was that review process?

Mr. LIGHTFOOT. Well, I would sit down, and I believe with his wife at one time as well, and we went through them to see that everything was accurate and there were no changes, just going page by page, pointing out what was there.

Ms. KONAR. Did you review these documents on more than one occasion before they were ultimately filed?

Mr. LIGHTFOOT. At least twice.

Ms. KONAR. Did Judge Porteous sign his bankruptcy schedules under penalty of perjury?

Mr. LIGHTFOOT. He did.

Ms. KONAR. Did Judge Porteous also sign his statement of financial affairs under penalty of perjury?

Mr. LIGHTFOOT. He did.

Ms. KONAR. Turning your attention to question 17 on bankruptcy schedule B, what does this question ask for?

Mr. LIGHTFOOT. This asks for a listing of the other liquidated debts owing to the debtor, including tax refunds.

Ms. KONAR. What is the answer given?

Mr. LIGHTFOOT. None.

Ms. KONAR. Did Judge Porteous ever tell you that on March 23rd of 2001, he filed his tax return for the year 2000 and he requested a $4,143 tax refund?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous ever tell you that on April 13th, 2001, which was just 4 days after his bankruptcy schedules were filed, that he received that $4,143 tax refund into his bank account?

Mr. LIGHTFOOT. No.

Ms. KONAR. Is the information concerning this tax refund that we have just discussed something that Judge Porteous should have disclosed to you?

Mr. LIGHTFOOT. I would expect a positive answer to that. Relative to the term "liquidated," if you filed a tax return, you know exactly what you are entitled to. So if earlier in the year, let's say you are October of 2000, you can't have filed your 2000 return yet, the year is not even over, you don't file it until the following year. So if a tax return has been filed and there is a liquidated amount and it is owed, and you know that it is owed, then it should be in that answer.

Ms. KONAR. What would you have done if you had found out prior to filing Judge Porteous's bankruptcy schedules that he had

filed his year 2000 tax refund and that he had claimed a $4,000 tax refund?

Mr. LIGHTFOOT. I would have amended this schedule to list it, had it been absent, and probably informed the trustee, particularly if the meeting of creditors hadn't been held yet. I would have mentioned it.

Ms. KONAR. Turning your attention to bankruptcy schedule I, what is this schedule?

Mr. LIGHTFOOT. This reflects his net income monthly.

Ms. KONAR. What is the dollar amount listed on schedule I for Judge Porteous's income?

Mr. LIGHTFOOT. $7,531.52.

Ms. KONAR. Did you fill out schedule I for Judge Porteous?

Mr. LIGHTFOOT. I put the amount that was off the tax—I mean the check stub, which is attached.

Ms. KONAR. And just to clarify, Judge Porteous provided you with the check stub dated May 31st of 2000, is that correct?

Mr. LIGHTFOOT. This was probably the same stub that I got with the worksheets when I started preparing the analysis to make the workout offer.

Ms. KONAR. At any later point in time, did Judge Porteous provide you an updated check stub?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous ever tell you that in 2001, his net judicial salary increased to $7,705 per month?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous ever tell you that the dollar amount listed on schedule I for his net worth was somewhat low?

Mr. LIGHTFOOT. No.

Ms. KONAR. Would it have been important for you to know that Judge Porteous's salary in 2001 was actually higher than the amount listed on schedule I?

Mr. LIGHTFOOT. I would have wanted to know exactly the correct amount for the time of filing. Afterwards, frankly, I didn't even think that it might change. I just thought it was a fixed salary, so I really wouldn't have thought to inquire after that point. In a Chapter 13 case, unless the trustee would have asked for some periodic report on income changes, I really wouldn't have thought of it.

Ms. KONAR. But at the time you filed, would you have wanted to know that his net income was not actually $7,500, but at that particular date it was $7,700?

Mr. LIGHTFOOT. I would. I would have wanted it absolutely accurate at the time of the filing.

Ms. KONAR. Now turning your attention to Judge Porteous's statement of financial affairs, what does question 3 on the statement of financial affairs ask for?

Mr. LIGHTFOOT. It asks for any payments that aggregate more than $600 to any creditor within the 90 days prior to the filing of the bankruptcy case.

Ms. KONAR. And what is the response given to question 3?

Mr. LIGHTFOOT. "Normal installments," is what I put.

Ms. KONAR. Why did you put "normal installments?"

Mr. LIGHTFOOT. Well, because so far as I knew, the judge had not been paying any of his credit card creditors, which was the bulk of this case, and that he had been paying his lease car payments and his two home mortgages. So "normal installments" was intended to cover the normal installments on his two leased cars and his two home mortgages.

Ms. KONAR. Did Judge Porteous ever tell you that he gambled at the Treasure Chest Casino on March 2nd, 2001; that he left the casino that day owing $1,500; and that he repaid that $1,500 in cash on the day before his original bankruptcy petition was filed?

Mr. LIGHTFOOT. No.

Ms. KONAR. Should Judge Porteous have told you about that?

Mr. LIGHTFOOT. Yes, that would have been the answer to this—that would have been included in an answer to this question.

Ms. KONAR. So you would have listed the payment to Treasure Chest in response to question 3 if you had known about it?

Mr. LIGHTFOOT. I would.

Ms. KONAR. Turning your attention to question 8 on the statement of financial affairs, what does this question ask for?

Mr. LIGHTFOOT. This asks for the listing of any losses from fire, theft, casualty or gambling within 1 year before the filing of the case.

Ms. KONAR. What is the response to question 8?

Mr. LIGHTFOOT. None.

Ms. KONAR. Did you check "none" in response to question 8?

Mr. LIGHTFOOT. Did I check it?

Ms. KONAR. Yes.

Mr. LIGHTFOOT. Unless I put something there, it automatically checks it. But I was not aware of any gambling losses, gambling debts or any gambling.

Ms. KONAR. So just to clarify, did Judge Porteous ever disclose to you that he had $6,000 in net gambling losses for the year preceding his bankruptcy filing?

Mr. LIGHTFOOT. No.

Ms. KONAR. Would it have been important for you to know that Judge Porteous actually had over $6,000 in gambling losses during that year?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. What would you have done if Judge Porteous had told you that?

Mr. LIGHTFOOT. Well, the first thing I would have thought of is how much gambling debts are there, because I didn't know about any gambling debts. So if there had been gambling losses that were told to me, last year there were gambling losses of such-and-such, then my immediate—besides listing that, my immediate concern would be, well, are there any gambling debts that you haven't told me about?

Ms. KONAR. If at any point during your representation of Judge Porteous he had ever told you that he had gambling debts, would that have caused you to ask him any other questions about his financial condition?

Mr. LIGHTFOOT. Well, I would want to know a lot more about the gambling debts.

Ms. KONAR. What specifically would you have asked him about the gambling debts?

Mr. LIGHTFOOT. What would I have asked?

Ms. KONAR. Yes.

Mr. LIGHTFOOT. I would want to know the name, the address, the account number, the amount due to everyone owed, because they are all creditors. I would want to know if there were incurred—if I found out in the middle of the case, then I would want to know if any of them were extant before the bankruptcy was filed. All kinds of things whenever I confront gambling that I would review with a client.

Ms. KONAR. Was there a bankruptcy creditors meeting held in Judge Porteous's case on May 9 of 2001?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. Who presided over that meeting?

Mr. LIGHTFOOT. The Chapter 13 trustee.

Ms. KONAR. What is the purpose of a bankruptcy creditors meeting?

Mr. LIGHTFOOT. Well, it is to examine the debtor under oath regarding the petition and the schedules that have been filed. It affords—and creditors are invited to attend and ask questions if they want. They rarely do, but they are invited. And it is for, in the case of a Chapter 13, for the trustee to make sure he has no additional requirements and to put him in the position where he is now thoroughly familiar with the plan and can make a recommendation as to whether or not the plan can be confirmed at a later confirmation hearing in the court.

Ms. KONAR. Was Judge Porteous examined under oath at his creditors meeting?

Mr. LIGHTFOOT. He was.

Ms. KONAR. Did the trustee give any instructions to Judge Porteous about incurring debt?

Mr. LIGHTFOOT. He gives a general instruction that no new debts are to be created without the court's authority.

Ms. KONAR. Was Judge Porteous given any materials at the meeting?

Mr. LIGHTFOOT. The trustee either—well, he mails them out to the debtors along with the notice of the hearing, but also has a stack of them to hand out at the meeting of creditors, a brochure that explains all of these things, sort of like frequently asked questions brochure.

Ms. KONAR. Directing your attention to Exhibit 148, do you recognize this document?

Mr. LIGHTFOOT. This is his brochure.

Ms. KONAR. Specifically when you say "his," who are you referring to?

Mr. LIGHTFOOT. I am sorry?

Ms. KONAR. When you say "his brochure," who are you referring to?

Mr. LIGHTFOOT. The trustee's brochure, that he mails and provides.

Ms. KONAR. Does paragraph 6 of this pamphlet discuss incurring new debts?

Mr. LIGHTFOOT. It says you may not borrow or buy anything on credit while in Chapter 13 without permission from the bankruptcy court.

Ms. KONAR. So Judge Porteous was both told by the bankruptcy trustee that he couldn't incur new debt, and he was given a pamphlet which also told him in writing he should not be incurring new debt, correct?

Mr. LIGHTFOOT. True.

Ms. KONAR. Did Judge Porteous ever tell you that during the month after he attended the creditors meeting and received that instruction not to incur new debt, that in fact he went on three different gambling trips and that he took out a total of $2,000 in markers?

Mr. LIGHTFOOT. No.

Ms. KONAR. Who was the bankruptcy judge who presided over Judge Porteous's case?

Mr. LIGHTFOOT. Judge Greendyke.

Ms. KONAR. Did Judge Greendyke issue a confirmation order in Judge Porteous's case?

Mr. LIGHTFOOT. He did.

Ms. KONAR. Directing your attention to Exhibit 133, do you recognize this document?

Mr. LIGHTFOOT. This is the order confirming the plan signed by Judge Greendyke.

Ms. KONAR. What does paragraph 4 of this order say regarding incurring new debt?

Mr. LIGHTFOOT. The debtor shall not incur additional debt during the term of this plan except upon written approval of the trustee.

Ms. KONAR. Was Judge Porteous aware that this order was docketed in July of 2001?

Mr. LIGHTFOOT. He was. It would have been sent to him, and I believe I sent him a copy as well.

Ms. KONAR. So he definitely received a copy of this order?

Mr. LIGHTFOOT. So far as I know.

Ms. KONAR. Did Judge Porteous understand that he was not allowed to incur new debt unless he received the written permission from the bankruptcy trustee?

Mr. LIGHTFOOT. I think so.

Ms. KONAR. Why do you think he understood that?

Mr. LIGHTFOOT. Because there was an occasion that arose sometime later when the car leases came—expired and the vehicles that he had for he and his wife had to be turned in. So he had to get new vehicles, which meant incurring a new debt. And he talked to me about that, and I went immediately back to the confirmation order, because this is a little different than the way we did it in the Eastern District of Louisiana. We would normally file a motion with the court and lay it out to the judge. Of course, we are always looking to make sure the payment on the new vehicle is about the same as the old vehicle so it would be neutral to the budget, so the plan could be funded at the same level. And in Judge Greendyke's district, they let the trustee oversee that.

So I had to—I found it in the confirmation order, I called the trustee and I said look, do you want me to file a motion anyway, as our normal practice is, or what do you want me to do, because

the confirmation order is a little different. He said no, get me the information and send it to me. And then he wrote a letter, the trustee that is, wrote a letter back approving the new car leases to replace the expired car leases.

Ms. KONAR. Directing your attention to Exhibit 339, do you recognize this document?

Mr. LIGHTFOOT. Yes. This is a letter from the trustee to me. And until reviewing with the staff here for this hearing, I really had forgotten of my own memory that there was also a refinance on one of the home mortgages. But this is a letter from the trustee, and I am sure I did follow the same procedure and sent the information about what was—what the debt was to be incurred, how much, and the details, the terms, and the trustee wrote me back approving the entry into that refinance.

Ms. KONAR. I know your memory is a little hazier with regard to the home refinance, but the only reason you would have contacted the bankruptcy trustee to ask about refinancing Judge Porteous's home would have been because Judge Porteous had first called you and said, I need to refinance my home; how do I get permission?

Mr. LIGHTFOOT. Oh, yes. Sure.

Ms. KONAR. Now turning to Exhibit 340, do you recognize this document?

Mr. LIGHTFOOT. This is the same sort of letter from the trustee approving the application to him for authority for those new car leases.

Ms. KONAR. So because Judge Porteous asked for permission to obtain two new car leases and to refinance his home, is that why you believe he understood the confirmation order that he was supposed to seek permission before incurring new debt?

Mr. LIGHTFOOT. Yes.

Ms. KONAR. Did Judge Porteous ever tell you that he nevertheless continued to incur new debt after the confirmation order was signed?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous ever tell you that within the first year after the confirmation order was signed, he took out 42 markers over the course of 14 gambling trips?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous ever tell you that he applied for a new Capital One credit card after the confirmation order was entered and he thereafter proceeded to use that card on a regular basis while in bankruptcy?

Mr. LIGHTFOOT. No.

Ms. KONAR. Did Judge Porteous ever tell you that he applied to increase his credit limits at a casino after the confirmation order was entered and that he thereafter proceeded to gamble at that casino and to take out markers at his new increased credit rate?

Mr. LIGHTFOOT. No, I never knew anything about any gambling at any time.

Ms. KONAR. If you learned that Judge Porteous had indeed taken those actions, would you have considered those actions to be a violation of the confirmation order?

Mr. LIGHTFOOT. They clearly would have been.

Ms. KONAR. Mr. Chairman, I have no further questions.

Mr. SCHIFF. Thank you, Ms. Konar.

Let me ask you a few questions, and then I will turn to my colleagues for their questions. You mentioned that you did not know Judge Porteous before he retained you as his bankruptcy lawyer, is that right?

Mr. LIGHTFOOT. That is correct.

Mr. SCHIFF. Do you know how he came to choose you as his counsel?

Mr. LIGHTFOOT. I don't know. He just called me. And I imagine he checked around. I did many many and still do many, many cases of that type.

Mr. SCHIFF. As a Federal District Judge, Judge Porteous would handle appeals from bankruptcy cases? I think you mentioned you had an appeal at one point, at least for a time, before Judge Porteous?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. So he would have been familiar with bankruptcy law through handling appeals from bankruptcy court cases?

Mr. LIGHTFOOT. I don't know how many he ever had, and I never know—that is a hard question. Some of the district judges really have a background in bankruptcy, but they all get occasional appeals and then learn about bankruptcy. But it is the first level of appeal from bankruptcy to the District Court, and then from there to the fifth circuit.

Mr. SCHIFF. How big is the bankruptcy bar in the area where you practice? Do you know all the other bankruptcy lawyers?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. Do you know whether any of the other bankruptcy lawyers had a relationship with Judge Porteous? In other words, whether any of them were friends of Judge Porteous or had a relationship with him?

Mr. LIGHTFOOT. No.

Mr. SCHIFF. Do you know whether you were chosen by Judge Porteous for the reason that you did not know about his gambling problem or other spending issues?

Mr. LIGHTFOOT. I don't know that. I have zero interest in gambling, so I don't ever talk with anybody about gambling or hear about gambling from anybody. No, I was not aware of anybody who was a gambling buddy of his, for example, or anything like that.

Mr. SCHIFF. But you don't know whether you were picked by Judge Porteous precisely because you were unaware of his gambling problem?

Mr. LIGHTFOOT. I don't know that. No.

Mr. SCHIFF. What would be the significance—there has been testimony that Judge Porteous paid off some of his gambling debts or markers prior to the filing of the bankruptcy. What would be the significance of his doing that?

Mr. LIGHTFOOT. Here is how that works. If there is a payment during the preference period, the 90-day period, which exceeds the $600, and it truly is a preference—not all payments that exceed $600 are preferential. They might just be ordinary course-of-business payments, like your house notes, according to the contract. But when you have an unusual series of payments or payment that

exceeds these preference thresholds, in the answer to that question, in a Chapter 7 case it allows the Chapter 7 trustee to recover those funds as having been preferentially paid, bringing them back into the bankruptcy estate for distribution to all the creditors equitably.

In a Chapter 13, the 13 trustee will consider that any—he will inquire maybe a little bit about them to make sure they are really preferential. But any payments like that would be considered as having been recovered in a hypothetical Chapter 7. So the trustee would then look to, well, how much is this debtor paying to the creditors under this plan and does it equal how much they could have received from the hypothetical Chapter 7 if this preference were recovered.

Mr. SCHIFF. Well, this was Chapter 13, right?

Mr. LIGHTFOOT. So in the 13 it goes toward the extent and the sufficiency of the plan.

Mr. SCHIFF. Well, what would the effect have been if the bankruptcy court in this case had known that Judge Porteous had taken out markers and paid them off just preceding the filing of the bankruptcy and that the casinos were paid 100 percent of their markers?

Mr. LIGHTFOOT. Well, if you had a sort of a pattern of behavior like that, I suppose a creditor interested enough to do something might oppose confirmation and feel that the plan was proposed with lacking good faith. That is one possibility—or the trustee.

Mr. SCHIFF. Would there have been any opportunity as in a Chapter 7 to go after some of the payments made at the casino because they got basically 100 percent of their debts paid within 90 days, whereas in the bankruptcy the creditors after only got a portion?

Mr. LIGHTFOOT. It really goes to how much you are required to pay to the remaining creditors. That is where that comparison is. Because in the Chapter 13, the 13 trustee is not a litigator and a liquidator. He is more of an administrator of the funds that come in under the plan. But if a trustee identified preferential payments, then they would want to make sure that an equal amount of money was being paid, just as though that money had been recovered in a Chapter 7. But it would be paid through the plan, as opposed to obtained back from the preferential payees.

Mr. SCHIFF. What would the effect have been if Judge Porteous had listed the casinos as creditors on his bankruptcy filing?

Mr. LIGHTFOOT. Well, when I have confronted—I have had some cases involving gambling, people who had markers, and, of course, they are a civil liability. It is a debt like any other debt in that sense. So it has to be listed. I would have listed and do list anybody who has a casino-type debt.

But these markers have another feature that always brings me to more conversations with these clients that have that problem, that these markers are akin to checks, and if that check is negotiated and it comes back NSF, you may have a criminal issue with the issuance of a bad check. So it gives me the opportunity to have that discussion about markers.

Mr. SCHIFF. But had these markers been listed, had these casinos been listed on his bankruptcy petition, would that mean that at the end of the day, depending on the bankruptcy plan that the

trustee and court arrive on, that the casinos would have gotten less than 100 percent of their money back?

Mr. LIGHTFOOT. They would have gotten whatever—probably if there were more debt coming in than there was in this particular case, then everybody would have gotten a little less than they are getting now because the pool would have enlarged. But the casinos would have received only through the plan what everyone else got.

Mr. SCHIFF. And do you remember what everyone got, the creditors got in this plan?

Mr. LIGHTFOOT. Well, the percentage changed, as it does. The creditors are all issued a bar date, a deadline, to file claims to which they attach their invoice or whatever is the proof of their debt. And it is not unusual to see through their own negligence that some creditors do not file claims timely; and those late claims, if they file them late, they are disallowed. And usually there are some in every case that just don't file a claim at all. So eventually when the bar date has come and gone, the trustee is able then to recalculate, well, this stream of money that is proposed can now go further.

It can pay a higher percentage, because all of the scheduled creditors didn't end up filing claims. And that is what happened in this case, as it does in many of them. So the percentage went up. I can tell you the original percentage was to be—well, actually, you know, there was an amended plan that ultimately was confirmed. I was watching the testimony before, 39 percent may have been correct initially, based on the scheduled creditors. But after all the claims came in, it went up considerably, another 15-20 points in terms of what the money actually paid with some creditors not participating.

Mr. SCHIFF. When you say the amount went up, as the proceeding goes on and more creditors come forward, does that mean the amount per creditor actually goes down?

Mr. LIGHTFOOT. No, it is a question of—I listed all the creditors that I had totaling a certain dollar amount. And then there is a later bar date, and I project the plan based on that, and I say that this payment per month for this many months will pay X percent of that debt.

When the claims process is over and they are given 90 days after the creditors meeting to file a claim, when all those claims are in, if you had—I think in this case there was as much as $75,000 worth of creditors that did not file claims, and so the money that I had originally proposed went a lot farther. It paid a much higher percentage.

Mr. SCHIFF. Why would those creditors not file claims?

Mr. LIGHTFOOT. They just don't. I don't know why. They get notices, they get blank claim forms, they get notice of the deadline, and they just don't always file their claims.

Mr. SCHIFF. Now, you mentioned that the list of those filings for bankruptcy is published in the paper, right?

Mr. LIGHTFOOT. At that time, the paper would pick up the names and addresses of the debtors and publish them in the paper once a week.

Mr. SCHIFF. Now, was this, in part, as a way of letting creditors out in the community know who was filing for bankruptcy? Is that part of the reason for the public notification?

Mr. LIGHTFOOT. No. There is no requirement for any kind of public notice in that sense, publication notice. All of the—and in this case, after the corrected petition and schedules and plan were filed, that is when the very first notice went out. So the only notice that ever went out to these creditors was—and presumably to anybody who was looking for the official proof of the filing, went out under the correct address and the correct name.

Mr. SCHIFF. But the newspaper, you said, published the names of those filing bankruptcy?

Mr. LIGHTFOOT. They do and they did.

Mr. SCHIFF. They had to have a reason for doing that. What was the reason for publishing that?

Mr. LIGHTFOOT. I don't know. Public information. They put the DWI's in the same area on another day of the week. And now in New Orleans, they are not publishing any of that anymore.

Mr. SCHIFF. Wouldn't the purpose have been to let people know that maybe creditors of the person filing the petition, that someone is filing a petition and if they need to make a claim, that this is happening?

Mr. LIGHTFOOT. That could happen. I just don't know—I don't know if that is the motivation for publishing it.

Mr. SCHIFF. You attempted initially to do a workout, but that was unsuccessful. Why was the workout unsuccessful?

Mr. LIGHTFOOT. I couldn't get any response, Mr. Chairman. I prepared the bankruptcy almost such as you see it, because I had to, to find out what the creditors could have expected to get in a Chapter 7 case.

Mr. SCHIFF. When you say you couldn't get a response, you couldn't get a response from whom?

Mr. LIGHTFOOT. From all of—I wrote to every single creditor, with the exception of Regents Bank, which was a small personal loan that he felt he could handle on his own, and I proposed that he go to the bank, borrow money against what small amount of equity he had in his house, to pay them all on a percentage basis. I showed them with a detailed analysis all the creditors that there were, I gave them an appraisal of the house, I gave them an analysis of what would have resulted in a Chapter 7 case to them from all of the judge's assets. And I said this is how much we can pay, but we have to pay everybody the same. There will only be a limited pot of money.

Mr. SCHIFF. So when you say it didn't work out, none of the creditors took you up on the proposed workout?

Mr. LIGHTFOOT. I sent big thick packages to all of them on several occasions. Every couple of weeks or so I would call, which was very frustrating, because you are using the 800 number that comes on the invoice to try to get contact, and I just could never get to anyone with any authority to do anything.

Mr. SCHIFF. Now, part of the reason that you go through the workout sheets and the workout exercise with your client is to determine what you can approach creditors with, what kind of an

offer you can make; but it is also to determine what your client has the capacity to pay back, right?

Mr. LIGHTFOOT. Well, I normally don't try to do these workouts. Every time I have tried it, it has been an exercise in futility and frustration.

Mr. SCHIFF. But part of the reason you go through the exercise with your client is you want to know what his spending is, what his income is——

Mr. LIGHTFOOT. You mean the worksheets. No, I had to have the complete worksheets to even analyze the information to prepare the workout offer.

Mr. SCHIFF. And it would have been important for you in knowing whether your client could actually live up to a workout what his income and spending habits were, isn't that right?

Mr. LIGHTFOOT. True.

Mr. SCHIFF. And you were unaware that in approximately the 5-year period prior to retaining you, that he had spent around $100,000 on gambling?

Mr. LIGHTFOOT. Yes, sir. I didn't know a thing about that.

Mr. SCHIFF. Had you known about that, that would have, I take it, influenced your conclusion about whether he could meet a workout plan?

Mr. LIGHTFOOT. Absolutely.

Mr. SCHIFF. Is there a duty in a bankruptcy case to update the bankruptcy petition as circumstances change—we touched on this a little bit—in terms of whether your income changes? There is a duty to have an accurate listing of what your income is when you file your petition, right?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. If your income were to change substantially during the course of the bankruptcy case, isn't there a duty to update the court on changes?

Mr. LIGHTFOOT. I have not seen anything in the bankruptcy code on that, but I have seen it come up on occasion in a particular case, particularly where the trustee may feel that the income is sporadic or it goes up and it goes down; a commissioned salesperson, someone who is underemployed, that used to make more and is looking for new employment. In those cases, the trustee will recommend to the court that there be typically a 6-month report on income so that that can be monitored.

Mr. SCHIFF. If you have a client, though, that gets a new job during the pendency of a bankruptcy case where they are making twice the income, isn't there some obligation to let the court and creditors know that their income is now much greater?

Mr. LIGHTFOOT. There really isn't. And I may not know about it. When I learn there is a problem is when the clients don't pay their plan payments. When good things happen, they don't come and tell me.

Mr. SCHIFF. Now, when you and Judge Porteous sat down and made the decision to file a bankruptcy, did the judge express concern about it becoming public and the public becoming aware he was filing bankruptcy?

Mr. LIGHTFOOT. I expressed it, and he expressed it too.

Mr. SCHIFF. What did he tell you about it?

Mr. LIGHTFOOT. He was clearly despondent over having to have to resort to the bankruptcy, and I had told him about my negative experience with these workouts with credit card—if you have your local bank and a lawyer to deal with, you can really approach settlement much more effectively. But when you have these large institutional creditors, it is just very hard to get through to anybody. I was not—I went—I really made every effort to try to accomplish it, but it just didn't work. I think that he had hoped that it would work.

Mr. SCHIFF. Did the judge express concern when the workout wasn't successful that the public would become aware that he was filing for bankruptcy?

Mr. LIGHTFOOT. No, he didn't—I mean, he was just I think embarrassed to have to file bankruptcy. Of course, part of that I guess is that people will know.

Mr. SCHIFF. Tell us about the conversation you had with the judge where the decision was made to file under a false name. How did that conversation begin and how did it proceed?

Mr. LIGHTFOOT. Well, I explained the process by which the paper, the newspaper would come and get the names and would publish them, and also the process by which we would correct the false name and make sure that all creditors got the correct information so that none would be prejudiced, and hopefully that would save him the embarrassment of a big appearance in the paper.

Mr. SCHIFF. But how did this conversation come up? Did he express a concern about it becoming public? Did you raise the issue?

Mr. LIGHTFOOT. I raised the issue, and I wish I hadn't, but I did.

Mr. SCHIFF. And what made you feel that he would be ashamed of having the bankruptcy published in the paper?

Mr. LIGHTFOOT. Well, because he was a judge. I mean, I hadn't had a client like that before in Chapter 13. My clients are just regular working folks. And I knew that it would be very embarrassing, and I was compassionate about that.

Mr. SCHIFF. Now, you said that ultimately filing under the false name was unsuccessful and you used a phrase I found striking, "because it came out anyway." What did you mean by that? How did it come out anyway?

Mr. LIGHTFOOT. Well, in terms of the—there was later when—I don't know how I could not have thought that gossip would have, you know, spread like wildfire, but, of course, it wasn't just a listing of a name along with many, many other names in a column, which would have happened normally, but there was an article in the paper about the judge filing for bankruptcy, et cetera, that was a much more—larger article than the normal reporting of all the people who filed that week.

Mr. SCHIFF. So when you filed the petition under the Ortous name, there was nonetheless in that paper an article about Judge Porteous? They had identified him?

Mr. LIGHTFOOT. Not right away, but it came out later.

Mr. SCHIFF. Did it come out prior to your filing the petition with the corrected name?

Mr. LIGHTFOOT. No.

Mr. SCHIFF. And during the period between filing with the false name and correcting the petition, did you get any information that

there were rumors going around or other information about the judge filing for bankruptcy?

Mr. LIGHTFOOT. No.

Mr. SCHIFF. When you had made the decision to file the petition in the false name, did you also discuss at that time at what point you would correct the name?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. And tell me how that conversation went?

Mr. LIGHTFOOT. Well, immediately, as soon as it went in the paper, it had to be corrected, and I needed to correct it so that the notices would all go to the creditors with the proper name so that they could identify the accounts and file their claims. And the only notice that ever went out, went out with the proper name and address.

Mr. SCHIFF. Well, tell me about the conversation. You still haven't relayed the conversation you had with the judge. As best you can, tell us the conversation where you proposed the false name filing and what the procedure would be, and tell us what the judge's reaction was and how the meeting resolved?

Mr. LIGHTFOOT. Well, I explained how the notices, you know, just the the logistics of—until you file the schedules and the plan——

Mr. SCHIFF. If I could back up for just 1 second, was this at the same meeting where the decision was made to file a bankruptcy petition?

Mr. LIGHTFOOT. Yes.

Mr. SCHIFF. So you had a meeting with Judge Porteous. You said the workout isn't working. You discussed whether to file and you made the decision that you needed to file.

Mr. LIGHTFOOT. All of that didn't happen in one meeting. The workout not working really came to a head because finally, not because of my efforts to talk to the credit card companies, but finally two of the credit card companies had assigned the debts to local collection lawyers to collect, and they had written demand letters or made a phone call. So initially I thought well, this is great. I have got someone to talk to now. And I sent the very same package to them that I had sent to their clients. And I said, I don't know if you were provided this—of course they hadn't been—but this is what I was proposing. Would you review it with your client and tell me?

Of course, it was only two out of, you know, several—lots more. The workout would have needed to have at least the majority of them to really work. But one didn't get back to me, one of the lawyers, and the other lawyer said the client said no.

Mr. SCHIFF. So you made the decision with your client to file a bankruptcy petition. Tell me how the conversation began and the full nature of the conversation you had about filing under a false name?

Mr. LIGHTFOOT. That was after the workout had failed, and we knew that, then the only alternative was the bankruptcy. And I had this idea about trying to save him the embarrassment of the splash in the paper, and I explained it to him and I explained——

Mr. SCHIFF. Well, if you would, rather than telling us in general terms what took place with the conversation, tell us what the conversation was. You raised with Judge Porteous——

Mr. LIGHTFOOT. I said, you know, they publish these things in the paper, and if your name were incorrect and you had a P.O. Box, maybe the paper wouldn't know that it is you. And then as soon as it is published in the paper, we can make the correction immediately, make sure that all the creditors get the proper notice and the case goes forward as normal, and hopefully that will avoid you with the embarrassment of a big article in the newspaper.

Mr. SCHIFF. And what was Judge Porteous's reaction to your suggestion?

Mr. LIGHTFOOT. I asked if he wanted that or not.

Mr. SCHIFF. Did you explain to your client what the legal risks were of filing a petition in a false name?

Mr. LIGHTFOOT. I didn't really cover that.

Mr. SCHIFF. And what was the judge's reaction?

Mr. LIGHTFOOT. He was—well, he agreed to do it.

Mr. SCHIFF. And what did he say?

Mr. LIGHTFOOT. He said—well, I don't remember him saying anything other than let's do it.

Mr. SCHIFF. And how did you preface the conversation? Did you tell him you had an idea about—once you made the decision to file the bankruptcy petition, hey, I have an idea about how to spare you some public embarrassment? How did you raise the——

Mr. LIGHTFOOT. That was exactly how I put it. I said, there is going to be a publication in the paper, and I imagine it will result in embarrassment for you. And that was the genesis of it.

Mr. SCHIFF. Can you tell us anything more that Judge Porteous said in the conversation?

Mr. LIGHTFOOT. He didn't really say anything about it other than to agree to do it.

Mr. SCHIFF. And the plan that you had was you file in the false name. Were you the one who suggested setting up the phony address as well?

Mr. LIGHTFOOT. Yes. Because without—the address and the name were the things published in the newspaper, in the long list of those who had filed.

Mr. SCHIFF. And at no time you advised your client of the risk of making a false statement and signing under penalty of perjury?

Mr. LIGHTFOOT. It was a mistake. I rue the day that I thought of that. But that's the way it was.

Mr. SCHIFF. And your plan was to file a subsequent petition, an amended petition in the correct name within a certain period of time?

Mr. LIGHTFOOT. As soon as it was in the paper, you know, the effort was to correct it immediately. There was no intent to ever have a false impression to a creditor or anyone who should have been paid in that case. In fact, they all got the correct notices with the correct name. No notices ever went out on the first petition. They only went out on the amended petition.

Mr. SCHIFF. I take it the newspaper didn't publish the names of those filing an amended petition. Is that how you intended to avoid publication?

Mr. LIGHTFOOT. Right. Correct. Yes.

Mr. SCHIFF. So any creditors that may have relied on the newspaper to learn about people filing bankruptcies, they would never have gotten notice?

Mr. LIGHTFOOT. If that is the only way that a creditor could tell, then I guess they would have found out from the later articles that appeared in the paper, but they wouldn't have found out from that incorrect name in the very first listing.

Mr. SCHIFF. But if you had been successful and Judge Porteous was able to keep his name out of the paper altogether, creditors who rely on the paper to find out would never have found out?

Mr. LIGHTFOOT. Well, other than there were many other articles about him being in bankruptcy.

Mr. SCHIFF. Yes. But your intention was to keep him out of the newspaper, right?

Mr. LIGHTFOOT. That's true. The only creditors that I knew of got an official notice with the right name because it was corrected before the notices went out.

Mr. SCHIFF. My question, Mr. Lightfoot, is——

Mr. LIGHTFOOT. If anybody had relied on the newspaper, they might not have picked it up.

Mr. SCHIFF. So if you were successful in keeping his name out of the paper by filing originally under a false name, any creditors that relied on the newspaper to learn about bankruptcies would not have found out about his bankruptcy?

Mr. LIGHTFOOT. That's true.

Mr. SCHIFF. I just have a few more questions.

You mentioned in discussion about the tax refund, that that would have been required to be disclosed when it was a liquidated asset.

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. When Judge Porteous filed the bankruptcy petition, he had filed for the tax refund, correct?

Mr. LIGHTFOOT. I don't know anything about when he filed his return other than being here and listening. I didn't know anything about that.

Mr. SCHIFF. Well, let me ask you this. The bankruptcy form requires what to be disclosed in terms of a tax refund, whether they are expecting a tax refund?

Mr. LIGHTFOOT. The way I interpret the liquidated amount means you have to have prepared a return so that you know what the amount is.

Mr. SCHIFF. Does the bankruptcy petition refer to a liquidated amount?

Mr. LIGHTFOOT. Yes, sir. All liquidated debts owing to the debtor, including tax refunds.

Mr. SCHIFF. And if someone has applied for a tax refund prior to the filing, a week before the filing, would that be considered sufficiently liquidated to be reported?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. Now, you had Judge Porteous review the petition before you filed it to make sure it was all accurate?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. So even though you were operating on a dated paycheck receipt, Judge Porteous would have known that the salary that you had written in was in fact an inaccurate salary?

Mr. LIGHTFOOT. I certainly didn't know, but he would have known.

Mr. SCHIFF. And he told you everything that you had filled out was accurate?

Mr. LIGHTFOOT. I didn't really know it changed much. I figured it was probably the same. So I didn't think to ask about it, but I wasn't corrected.

Mr. SCHIFF. You mentioned you have other clients that have had gambling problems over the years that you have worked on bankruptcy cases with; is that right?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. Where they have had debts to casinos, have you listed those debts in the bankruptcy petitions?

Mr. LIGHTFOOT. I have.

Mr. SCHIFF. During the meeting with the trustee in which Judge Porteous was present and was under oath, does a trustee generally ask the bankruptcy petitioner whether everything in their bankruptcy petition is correct and accurate to the best of their ability?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. And in this case in fact did the trustee ask if everything in here is true and correct and the judge answered yes?

Mr. LIGHTFOOT. Yes, sir.

Mr. SCHIFF. So if Judge Porteous were aware that the income level was inaccurate in the petition, that gambling debts were not listed, that the tax refund was not included when he answered that everything in the petition was accurate, that would have been a false statement under oath to the bankruptcy trustee?

Mr. LIGHTFOOT. With everything that I have seen, it would be, yes.

Mr. SCHIFF. At one point the trustee asks whether he had listed all of his assets, and he answered yes. In light of what you have seen, is that a false statement as well?

Mr. LIGHTFOOT. Yes.

Mr. SCHIFF. The court order prohibited the incursion of additional debt during the bankruptcy. For someone who takes out additional debt in the form of markers or other debt, is that a violation of a court order?

Mr. LIGHTFOOT. Of the confirmation order in this case it was.

Mr. SCHIFF. I have no further questions.

Now I will recognize the Ranking Member, Mr. Goodlatte.

Mr. GOODLATTE. Thank you, Mr. Chairman.

Mr. Lightfoot, following up on the question by the Chairman, how well did you know Judge Porteous before you were retained to help him with this problem?

Mr. LIGHTFOOT. I didn't know him at all.

Mr. GOODLATTE. Had you ever met him before?

Mr. LIGHTFOOT. I don't think I had ever met him.

Mr. GOODLATTE. Do you know of him by reputation or anything?

Mr. LIGHTFOOT. No, sir.

Mr. GOODLATTE. After he retained you to handle the workout, there was quite a lot of time before you finally got around to filing

a Chapter 13 bankruptcy. Is that—about 9 months or something in that range? How many occasions did you have to converse with him during that time, either in person or over the telephone?

Mr. LIGHTFOOT. I would say periodically or maybe like every 3 weeks or a month. He would be anxious to know was I getting anywhere with the workout.

Of course, initially, I was engaged in getting the worksheets back, getting a fresh opinion of value on his house so that I could complete the workout proposal and figure out what creditors could expect to receive. And after that it was just a periodic delivery of new statements from the credit card companies so that I could be aware of the changes in the amounts that were owed.

Mr. GOODLATTE. Did Judge Porteous ever express hope that his circumstances would change, that he would not be required to continue this workout effort or that he would not ultimately wind up in bankruptcy?

Mr. LIGHTFOOT. I think he hoped that the workout would be successful.

Mr. GOODLATTE. But did he ever indicate that he might have a change of financial circumstances himself that would do that?

Mr. LIGHTFOOT. No.

Mr. GOODLATTE. What was your fee arrangement with him?

Mr. LIGHTFOOT. I told him that I would charge him—we had a controlled fee in our district and still do for Chapter 13s. At that time, it was a thousand dollars. So I told him for the efforts that I had made in the workout that I was going to charge him an extra $750. So when I filed the case, I asked for a fee of $1,750.

Mr. GOODLATTE. Did he pay any of that up front?

Mr. LIGHTFOOT. He paid just the filing fee, and the fee got paid through the plan.

Mr. GOODLATTE. And so the entire 1,750 was approved?

Mr. LIGHTFOOT. It was. The trustee objected to it initially because it was more than what we normally charged, but Judge Greendyke felt that was a fair fee, and it was approved.

Mr. GOODLATTE. And were you paid all of that fee?

Mr. LIGHTFOOT. As he paid the trustee, the trustee paid me and I was paid.

Mr. GOODLATTE. And the Chapter 13 was completed?

Mr. LIGHTFOOT. It was.

Mr. GOODLATTE. During the time that you were representing him, did you ever have any of these meetings over a meal? Did you meet him for lunch or dinner?

Mr. LIGHTFOOT. No, but usually I would go to his office because I was—my office was in another part of the city at that time and I was in court most days, which was downtown and in the downtown area and the bankruptcy court was in the same building. So it was easier for me to go meet with him in his office.

Mr. GOODLATTE. Bankruptcy court was in the same building as his office?

Mr. LIGHTFOOT. Correct.

Mr. GOODLATTE. All right. During your grand jury testimony, you refused to answer certain questions about your conversations with Judge Porteous based on the attorney/client privilege.

Mr. LIGHTFOOT. Yes, sir.

Mr. GOODLATTE. Why did you do that?

Mr. LIGHTFOOT. The judge had a lawyer and I would have to come out when a question was asked that might get into privileged material and the judge claimed through his lawyer the privilege and I had to go back in and say that I was directed not to answer.

Mr. GOODLATTE. And ultimately the court ruled that the attorney/client privilege that Judge Porteous was attempting to raise did not protect these conversations. And what was the reason for that?

Mr. LIGHTFOOT. Crime fraud exception and then I was free to answer all the questions.

Mr. GOODLATTE. As a result of the fact that you could not exercise that privilege and he could not exercise it through you based upon the fact that there were criminal allegations made regarding his conversations and regarding the filing of the petition and his failure to put certain things in those petitions, is that the crime fraud exception?

Mr. LIGHTFOOT. The court ruled there was a crime fraud exception. I don't think I really was aware of what on Judge Porteous's side anybody was investigating at that time. But I just knew that I didn't—I was now free to answer any questions.

Mr. GOODLATTE. And that—okay. And they did not tell you the reason for their——

Mr. LIGHTFOOT. Did they tell me——

Mr. GOODLATTE. Did they explain the crime fraud exception to you?

Mr. LIGHTFOOT. Well, I knew what it was, that there was something about what we may or may not have talked about, because I hadn't even testified yet, that could lead to the crime fraud exception and the court was satisfied that it should be applied and it was.

Mr. GOODLATTE. And it was your understanding that that exception meant that there was either allegations or more related to the activities of Judge Porteous related to his bankruptcy filing that were of a fraudulent or criminal nature?

Mr. LIGHTFOOT. Yes, sir.

Mr. GOODLATTE. Other than going to his office for his convenience and meeting with him, how else did the fact that Judge Porteous was a Federal judge impact the way that you dealt with him?

Mr. LIGHTFOOT. Well, one thing that I was clear to do early on when I provided the worksheet, I explained the worksheets and said, now, let me show you these. I want to show you how to fill them out. And I went to his home and sat down when he and his wife and explained them.

Because many times, for example, in the budget how much is spent for your monthly living expenses, maybe the wife took care of that. I really didn't know him, so I didn't know. And I wanted to make sure that I sat them down and explained how to proceed toward filling out these worksheets equally and as thoroughly as I would any other client that would be in my office, notwithstanding the fact that he was a judge, lawyer, whatnot.

Mr. GOODLATTE. In fact, more thoroughly, because he was a judge and because you probably don't make house calls for most of your clients?

Mr. LIGHTFOOT. Well, I didn't know how much he knew about bankruptcy. All I knew was that I wanted to be as thorough as——

Mr. GOODLATTE. But you don't know how much most of your clients know about bankruptcy.

Mr. LIGHTFOOT. That's true.

Mr. GOODLATTE. It doesn't entail your visiting them in their homes to clarify that, in most instances.

Mr. LIGHTFOOT. No. Well, he lived near where my office was, and that particular time it was just more convenient for me to go there. And he suggested it, and I said that was fine.

Mr. GOODLATTE. If after the confirmation order had been issued and Judge Porteous had asked you whether he could take out casino markers, what would you have told him?

Mr. LIGHTFOOT. No.

Mr. GOODLATTE. Why would you have so instructed him?

Mr. LIGHTFOOT. Because first we had to have court authority, which as it turned out under Judge Greendyke's order was trustee authority and the kinds of debts that you're allowed to incur during a bankruptcy are those that are necessary and essential. And obviously making a marker at a casino is not essential.

Mr. GOODLATTE. And is there any question in your mind that a marker is a form of indebtedness?

Mr. LIGHTFOOT. No doubt at all.

Mr. GOODLATTE. And if you had known that Judge Porteous gambled at all, what would that have triggered other than in terms of other questions for inquiries by you of him?

Mr. LIGHTFOOT. I would want to know where are the gambling debts. They must be listed. You can't gamble anymore. You can't incur debt to gamble. Those admonitions. Have we listed all of the debts or do you have——

And then I would get into the area of the markers. Because the markers, although they are a civil liability to pay, as you were explaining, they also could—if the marker is put through as a check and it bounces and then you have a bad check, which is a more serious problem.

Mr. GOODLATTE. Tell me what sorts of questions you would have asked him and what advice you would have given him if he told you he was a frequent gambler?

Mr. LIGHTFOOT. Well, I would have told him exactly what—do you have any gambling debts that you haven't told me about? If so, I need the name, address, account number, balance due. Are you doing it now? Because your budget will not work if you gamble. You have no authority to make any debts to gamble.

Mr. GOODLATTE. And during the entire period of the workout, some 9 months, and during the time that you were filing the Chapter 13 in the initial proceedings in the Chapter 13 and you had conversations with him every few weeks, did he ever at any time indicate to you that he gambled at at least 10 different casinos on the Gulf Coast and also in Nevada?

Mr. LIGHTFOOT. No, sir. In fact, my understanding was there was no debt being made. Because that is what I told him. I said, I can

understand that we have this workout pending, but you shouldn't make any more debt. You're just going to get yourself into a deeper hole. You have got all the debt you need now. Don't make any more debt. Don't use any credit cards.

Mr. GOODLATTE. Did he show any interest in making more debt?

Mr. LIGHTFOOT. He said fine.

Mr. GOODLATTE. He said fine.

Mr. LIGHTFOOT. It was good advice. He said, fine, I won't make any more debt. And I said—at a certain point he was still continuing to make minimum payments that weren't keeping up with the interest, and I was getting no response at all. And I said, well, you know, we are at a point now where it doesn't look like it is working and maybe what we need to do next is, in addition to not making any new debt, stop paying them. Maybe we can get their attention. Because, ultimately, it will lead to bankruptcy through which they will get paid whatever they are going to get.

But my understanding is no debts were being made.

Mr. GOODLATTE. And Judge Porteous totally hid all of his gambling activities from you?

Mr. LIGHTFOOT. Excuse me?

Mr. GOODLATTE. I said, Judge Porteous totally hid all of his gambling activities?

Mr. LIGHTFOOT. Oh, yeah.

Mr. GOODLATTE. You didn't even know he gambled; is that correct?

Mr. LIGHTFOOT. Oh, I don't gamble.

Mr. GOODLATTE. No. I said, you didn't even know he gambled.

Mr. LIGHTFOOT. I didn't know he gambled and—whatsoever.

Mr. GOODLATTE. Were you intimidated by Judge Porteous?

Mr. LIGHTFOOT. No.

Mr. GOODLATTE. What was your reaction to Judge Porteous and his gambling when you found out afterwards that he had—not gambled, that he had perpetrated a fraud upon the bankruptcy court and, in fact, had used you to help perpetrate that fraud?

Mr. LIGHTFOOT. Well, I don't feel so good about it. I feel a little betrayed. Because had I known I would have said a lot of things to him in the hope to prevent him from doing that. But it didn't happen because I didn't know.

Mr. GOODLATTE. Thank you.

Thank you, Mr. Chairman.

Mr. SCHIFF. The gentleman yields back.

Mr. Gohmert.

Mr. GOHMERT. Thank you.

I appreciate your testimony, and I'm a little fuzzy on my recollection of bankruptcy rules. But what is the length of time before you file bankruptcy that any transfer of assets may be brought back into the bankruptcy determined later?

Mr. LIGHTFOOT. At the time of this case, it was 1 year.

Mr. GOHMERT. It was 1 year?

Mr. LIGHTFOOT. Yes, sir.

Mr. GOHMERT. Okay. And you had mentioned that you had had some bankruptcy appeals that obviously went to a district court. You had never heard of Judge Porteous before he came to you, though?

Mr. LIGHTFOOT. I knew he was a judge, but I never met him.

Mr. GOHMERT. Okay. All right.

Mr. LIGHTFOOT. I had this one appeal that was allotted to his court many years before, maybe even 10 years before, and I was prepared to write a brief. I was the prevailing party in the bankruptcy court. So the appellant was going to file a brief, and then the appellant dismissed their appeal. So it never went anywhere. So I never did meet Judge Porteous.

Mr. GOHMERT. Okay. So you did know he was a judge. So that has got to be a pretty sincere form of flattery for a Federal district judge to come in and seek your services legally, correct?

Mr. LIGHTFOOT. Well, I had never had a client like that before.

Mr. GOHMERT. I know. But that has got to be very helpful?

Mr. LIGHTFOOT. Well, I guess he must have called around and checked me out and thought I was a good choice, and I felt good about that.

Mr. GOHMERT. Yeah, sure, it is flattering. And normally down the road it ends up being good business. People know, oh, this is the guy that helped the Federal judge, right? I mean, you had mentioned word gets around.

Mr. LIGHTFOOT. My typical clients aren't interested in that. I have just working-class people for the most part.

Mr. GOHMERT. Well, I have represented working-class people myself; and I find that if they hear that one lawyer was used by a Federal judge, or by any judge, it makes a very big impression. So it is good——

But I'm wondering about, in the bankruptcy court, we have had the questions about, you know, his being asked the normal questions, put under oath and swearing to do things by the trustee. Did you see that he got any special treatment where maybe he wasn't sworn in at any of those or did they treat him like a normal court participate?

Mr. LIGHTFOOT. No, everything went usual. It is not a lengthy process. But I don't believe it was any different than any other case.

Mr. GOHMERT. Okay. So they didn't cut him any slack or just because he was a judge not swear him in or anything like that?

Mr. LIGHTFOOT. Oh, no. He was sworn.

Mr. GOHMERT. Well, I just wanted to tie those up.

Thank you, Mr. Chairman.

Mr. SCHIFF. The gentleman yields back.

Mr. Westling.

Mr. WESTLING. Mr. Chairman, we have no questions for this witness.

Mr. SCHIFF. All right. Well, I thank you for your testimony.

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[redacted]

Mr. SCHIFF. We will now call up our final witness of the day. Our final witness is the Honorable Duncan Keir, Chief Judge of the United States Bankruptcy Court for the District of Maryland.

Judge Keir has served as a bankruptcy judge since November, 1993. He is a distinguished academic, has had a distinguished academic legal career as well. He is the author of a chapter of Collier on Bankruptcy, a respected treatise on bankruptcy law.

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He has served as an adjunct faculty member of the University of Maryland School of Law and is a Fellow of the American College of Bankruptcy. From 1999 through 2002, Judge Keir served as Circuit Governor for the Fourth Circuit on the Board of the National Conference of Bankruptcy Judges.

I will now swear the witness.

Judge Keir, if you wouldn't mind rising and raising your right hand.

[Witness sworn.]

Judge KEIR. I do.

Mr. SCHIFF. Thank you. You may be seated.

And at the outset, Judge, I want to thank you for your willingness to come and testify today. You're not a participant witness here and under no duty or compulsion, but we are very appreciative of your time.

Judge KEIR. You're very welcome. I'm glad to be here if I can be of assistance.

Mr. SCHIFF. Thank you, Judge. And I will turn over to a Task Force counsel Harry Damelin to begin the questioning.

**TESTIMONY OF THE HONORABLE DUNCAN KEIR, CHIEF JUDGE, UNITED STATES BANKRUPTCY COURT, DISTRICT OF MARYLAND**

Mr. DAMELIN. Good afternoon, Judge. And could you please tell us first, in addition to being present here this morning to hear all of the testimony that has been brought forth today, what materials have you reviewed in preparation for your testimony before the Task Force?

Judge KEIR. I have reviewed carefully, first of all, the docket which lists all of the documents filed in the bankruptcy case of Judge Porteous and his wife. I have reviewed the petition that was filed that initiated the case, the amended petition that was subsequently filed, the schedules that were filed under penalty of perjury, as well as a statement of financial affairs similarly sworn, the Chapter 13 plan that was proposed, the confirmation order that was entered, portions of the recorded prior testimony, the 341 meeting of Judge Porteous, portions of prior testimony before the fifth circuit of various witnesses, an outline of financial transactions surrounding the time frame of the filing of the bankruptcy case and thereafter during the duration of the case, and including prior testimony, I might add, of both the trustee, who is the Chapter 13 trustee in the case, and Mr. Lightfoot, who has just testified. I also saw the letter of referral from the United States Attorney's Office to the fifth circuit of the matter.

Mr. DAMELIN. Thank you.

Could you please start off by briefly describing for the Task Force what a Chapter 13 bankruptcy is?

Judge KEIR. Chapter 13 bankruptcy is sometimes referred to as a wage earner's plan. That is a little bit perhaps too narrow. It is only available to individuals who have receipt of a regular monthly income. Income can be unemployment. It doesn't really have to be only wages.

It is in lieu of, if you will, a liquidation in bankruptcy and the means by which the debtor has to provide to the trustee and then

the trustee distribute to unsecured creditors at least as much in value as they would have received had it been a liquidating Chapter 7 bankruptcy. In exchange for that opportunity, the debtor gets to keep property that otherwise would have been surrendered to the trustee for sale and liquidation and payout.

The plan can be of a duration no more than 60 months.

Mr. DAMELIN. In connection with a bankruptcy filing, is it important that a debtor be candid with the court in his or her filings?

Judge KEIR. It is absolutely essential to the operation of the case and the integrity of the system and the bankruptcy laws.

The United States Supreme Court in 1934 in a somewhat famous case referred to as *Local Loan Company v. Hunt* said something which has been often repeated in other courts in numerous opinions since then; and that was that Congress provided the relief in bankruptcy for the honest, but unfortunate, individual. And honest is an essential component because the debtor reveals in his or her schedules all of their debts, all of their assets, their present income and expenses, and their financial history through a series of questions called the Statement of Financial Affairs.

All of this information is sworn to under penalty of perjury. So they are taking a court oath as to all of this, and this provides the essential information that both the creditors and the trustee can then use to decide whether further investigation by way of the examination or take action filing particular action before the bankruptcy court. They investigate the liabilities by asking questions of other witnesses or seeking bank records, for example. All of this activity would follow on based upon what the debtor has revealed. It has to be complete or there is no trail for the creditors and the trustee to follow.

Mr. DAMELIN. What is the significance of the fact that Judge Porteous filed his initial bankruptcy petition under a false name and with a P.O. Box instead of his residential address?

Judge KEIR. Well, Mr. Lightfoot has just testified that the intent was to keep secret the fact that Judge Porteous had filed a bankruptcy case from the general public and that it wouldn't be published in the local newspapers. That in itself violates—first of all, it violates by perjury the oath contained in the petition itself which states that everything in the petition is true and correct under penalty of perjury. And in six different places on the original petition, the false name is put down. In no place is the true name put down.

Secondly, it is true that most of the creditors are likely to get the information about the existence of the case through the notice that the clerk's office sends out. In my district, that clerk's office notice would have gone out more quickly than it did in this particular case; and they would have gotten a notice that said Mr. Ortous filed, rather than Gabriel Thomas Porteous and his wife filed.

But, in addition, it is not uncommon that a person that maybe the debtor forgot or believes they were owed having an interest in the proceeding will find out about it from the newspaper and not be in the schedule and therefore the notice—the fact that it was corrected before the notice went out would not solve that problem. It kept back from the general public who had filed a bankruptcy case.

The other thing it did is, for a time, it falsified the official record of the United States court.

All of the courts have mechanisms they have improved over the years with electronics whereby parties in interest can contact the court by telephone, calling in to a voice system, now through a system called PACER, and find out if a particular individual has filed a bankruptcy case. You go to buy a used car, there are some other transactions, this is something they may do as a part of determining whether or not they are going to make you the loan or deal with you in some way that incurs credit. And they would have been told there is no Gabriel Porteous that has filed this case. And, of course, they wouldn't have asked about G. T. Ortous because it didn't exist. So it falsified the record until it was corrected.

Mr. DAMELIN. Now, the evidence has shown that the decision to file the original bankruptcy petition under a false name was Mr. Lightfoot's idea, according to his testimony, and not that of Judge Porteous. Do you believe that Judge Porteous can claim advice of counsel as an excuse for filing under a false name?

Judge KEIR. No. The petition is signed under oath by the debtor and not—it is signed but not under oath by debtor's counsel. The testimony, the swearing is that of the debtor. And here it may be that Judge Porteous got the idea from Mr. Lightfoot of putting down a false statement as to his identity and then swearing to it. But he knew it was false. That is very clear from the record. He agreed to going along with it, and indeed he then entered into making the oath under penalty of perjury, that it was true and correct. So advice of counsel is not a defense at all.

Mr. DAMELIN. Okay. Now, even though Judge Porteous filed his initial bankruptcy petition under a false name, this, again according to the testimony, was corrected several weeks later and Judge Porteous's listed creditors received their notices with the correct name. Thus, was there really any damage done here?

Judge KEIR. In terms of some finite amount of dollars, I don't think anyone here can tell. I certainly could not tell. I cannot tell whether anybody would have checked to see whether or not a bankruptcy was filed by Gabriel Porteous and done some——

And I did note, however, in the record that, on April 7th and 8th, Judge Porteous borrowed by markers $2,000 from a casino. The correction of the name did not occur until April the 9th. I have no way of knowing whether that casino did or did not check to see whether this party that wanted these markers was in bankruptcy. If they did, they would not have discovered it because the record was falsified. So I don't know whether there was any measurable damage, because I can't tell enough facts.

But if your question is would this somehow exonerate no-harm, no-foul kind of thing—if one goes 110 miles an hour the wrong way down a one-way street but by good fortune doesn't hit anybody, they are not exonerated from their intentional misconduct for certain.

Here in the United States, we strive to be a Nation of laws. We all know that there is not enough police officers, there is not enough courts and judges, so forth, to enforce laws if the public just decides that they can do whatever they want, ignoring laws, and

so long as you can't measure the particular damage of the violation, there is no violation at all. That would be chaos.

I suggest to you, particularly where this particular person knew the requirements of law, that this idea that you can't demonstrate with particularity a particular creditor or creditors for a particular amount that were harmed somehow makes it not meaningful.

Mr. DAMELIN. And what is the significance of Judge Porteous's failure to disclose his tax refund from the year 2000 on his bankruptcy schedules or on his statement of financial affairs?

Judge KEIR. Well, let me first address an answer to a similar question that Mr. Lightfoot gave.

There was a question raised about what is a liquidated or not liquidated tax refund. I would point out that both have to be revealed. Question 17 about which the particular prior question to the prior witness was asked requires you to list on Schedule B of the schedules—this is the Schedule of Assets—a liquidated tax refund. That is including liquidated tax refunds. Liquidated, by the way, the legal meaning, of course, is that the amount is certain. It doesn't mean you have collected it. It means the amount is determinable to a certainty.

The pain and suffering that the jury has not yet evaluated in a verdict is unliquidated. A tax refund that has been determined or at least initially determined by the tax return is a liquidated amount. That is what Question 17 required him to put down.

But I would note that Question 20 follows on and says, okay, put down your unliquidated amounts that may be owed to you, including tax refunds. So if you didn't know because you hadn't yet filed your return but you had finished your tax year in 2000, if you had an unliquidated amount, you had to divulge that as well, your best estimate.

Nothing was put down. Either question, of course.

Now, the effect in Chapter 13 is twofold. As I said, in Chapter 13, one of the two measures of how much the debtor has to pay into a plan in order to be eligible for the plan to be confirmed is to deliver the same value or greater than would have been delivered in a hypothetical Chapter 7 liquidation. An asset of $4,100 would increase that amount. Because, in a Chapter 7, that tax refund would have gone to the Chapter 7 trustee for distribution to creditors. So if you hide $4,100 of your assets, you're reducing the amount that the trustee is going to calculate in making a recommendation to the court as to how high the plan payment has to be.

The second thing is, of course, a tax refund is effectively cash to put into your account. You can spend it. If you spend it and then your case for some reason was converted to Chapter 7, it is not going to be available to creditors. It is gone. So, often, at least in my district, the trustee will take the position and if not agreed will file a motion asking for a court order that the refund be paid into the trustee upon receipt and, as in effect, part of the payment required into the plan.

On occasion, a debtor may work out and the trustee may recommend that some portion be retained for some finite necessary living expense that the refund is needed for. But, by hiding it, he both falsified the amount that the plan was going to have to pay

and took away from the trustee the opportunity to obtain the funds to make sure creditors got those funds.

Mr. DAMELIN. Thank you.

Isn't it true in your years of experience that debtors often make mistakes and have inadvertent omissions in their bankruptcy filings?

Judge KEIR. Yes. The keyword you have used is the same word that many opinions that have been written by appellate courts have used: "inadvertent". Mistakes happen. I couldn't tell you today, sitting here, the exact dollar figure for the payoff on my mortgage; and I don't know that anybody in this room is likely to carry that around in their hip pocket. So If the debtor were a few dollars off when they put down what do you owe to your first loan company that has your mortgage, it would be an inadvertent error.

I have seen a doctor's bill left off among many other doctor bills that were listed, things of that nature, where an inadvertent minor or at least isolated omission has occurred, an estimate was off. But the case law has also made it clear that a repetitive and pattern of false statements is not inadvertent. It is intentional. It is fraud.

Mr. DAMELIN. Is that what you see here in this case?

Judge KEIR. Very much so. There is a pervasive pattern, first of all, of not listing all of the debts, which says a couple of things.

First, there is a credit card—I think it is Fleet—that was not listed. Fleet probably didn't receive notice of the bankruptcy because, therefore, they wouldn't be on the address list to whom the notice went. That means they wouldn't have cut off the credit that they probably would have cut off immediately post bankruptcy. They get a notice there is a bankruptcy case for their borrower on the credit card, they generally—my experience has been—shut that card off right away.

Similarly, with a casino who doesn't get notice and therefore—it has already been testified—would have stopped allowing markers.

In addition, in the Statement of Financial Affairs, question 3, he did not list any of these last-minute payments.

Not only does that bear into this idea of recovering back for the estate, but it hides the fact that he did it.

If the trustee had inquired further by making either an informal inquiry or formal inquiry to the casinos and so forth that these last-minute payments paid off, they would have known immediately, hey, this guy has filed a bankruptcy case. So they didn't know that because no one makes that inquiry to them because they are not listed on question 3's answer. He didn't put anything down there other than ordinary installments.

So you have both sides of not listing debt, not listing assets, and not listing the essential pre-petition financial transactions the Statement of Financial Affairs requires.

As to not listing the pre-petition payments, the Chapter 13 trustee under the Bankruptcy Code has the authority, the standing to sue and recover preferences that occurred within 90 days of the filing of the bankruptcy case which allowed a particular creditor to get a greater return dollar for dollar than unsecured creditors generally in the case. You can reach back a year if the creditor that has been preferred is an insider, whichever the time frame.

It is true—and I think this is the reason for Mr. Lightwood's testimony—Chapter 13 trustees do not often avail themselves of that in a formal sense, by filing an adversary proceeding, which is a Federal lawsuit with a funny name that they use in a bankruptcy practice. Instead, what they do is they say, well, we are going to assume we would have recovered that in Chapter 7.

So add that amount to this calculation the plan has to return to creditors. If the debtor can come up with the money somehow, fine. That's what the creditor is entitled to. But they can and on fairly rare occasion do actually launch these adversary proceedings to recover back from the preferred creditor all of the money, and then the creditor has to wait and get their aliquot share from distributions under the plan.

So a bit of a long answer about inadvertent mistakes. But the bottom line is there is this pattern of not revealing essential information in a number of places: the petition, the Statement of Financial Affairs, and the schedules.

Mr. DAMELIN. Okay. Now, are you familiar with the confirmation order entered in July of 2001 by Bankruptcy Judge Greendyke?

Judge KEIR. I have read it.

Mr. DAMELIN. Now, despite Judge Greendyke's order, the evidence has established that Judge Porteous continued to take out markers at casinos. He applied to increase his credit limit at one casino, and he opened a new low-limit credit card, all without the approval of the bankruptcy trustee or of Judge Greendyke. Do you consider these actions by Judge Porteous to be a violation of the bankruptcy order?

Judge KEIR. They most certainly are a flagrant violation.

The order is direct and straightforward in this regard. It orders that the debtor—in this case, debtors plural, Judge Porteous and his wife—not incur any new credit during the bankruptcy case. The order was neither appealed according to the record that I reviewed nor was any motion filed for relief from that order in any way. It simply was disobeyed. Repeatedly Judge Porteous went out and incurred additional credit after the order was entered without asking or gaining any permission from the trustee or the court.

Mr. DAMELIN. So we have heard evidence that even though these numerous violations that we have discussed by Judge Porteous were violations of the order, he nevertheless satisfied his bankruptcy repayment plan. Thus, are these violations really just a no-harm, no-foul situation?

Judge KEIR. Well, I have already spoken about this concept of a no-harm, no-foul defense or exoneration. There is no such doctrine. There cannot be. Because the whole system demands and depends upon the honesty of the honest but unfortunate person who seeks relief.

I would also, because I just neglected to say it, would like to add to my answer to the previous question; and that is another thing occurred to me listening to the testimony this morning. In obtaining credit post order in the bankruptcy without authority and then allowing these casinos to recover back either by a check or particularly by putting the marker into the account, the situation resulted in a violation of Federal law.

Title 11, Section 362(a), is the automatic stay in bankruptcy. When a bankruptcy is filed, on the instant it is filed, there is this automatic stay that arises by statute. Congress has put it down. The court does not do it. And it is very, very strong.

One of the things it stops is collection by a creditor from assets of the bankruptcy estate. It stops many other things, but that is the one I want to focus on.

A creditor who becomes a creditor after the petition is filed is nonetheless stayed from attempting to collect from assets of the estate. In Chapter 13, the bankruptcy estate by statute specifically includes not only the property rights owned by the debtor on the date that the debtor filed the case but all after-acquired property including, and it puts it down with specificity, all earnings.

So whatever money was in the checking account when the markers were deposited—I believe that was the agent's term for negotiating the marker—were undoubtedly assets of the bankruptcy estate. They were used to pay a creditor and by the action of the creditor in violation of the stay.

If the creditor didn't know about the bankruptcy, they inadvertently violated the statute. But that is another damage done to the intent that the creditors under the plan are intended to have the best opportunity to be paid through a successful reorganization without other creditors reaching in and grabbing 100 cents on the dollar for themselves.

The creditor has to go to the bankruptcy court and file a motion for relief from stay and convince the court there is some just reason why that creditor should be allowed to proceed. That didn't happen. They simply deposed the markers and took the money because of the failure to learn of the bankruptcy through Judge Porteous's violation of the court's order.

Mr. DAMELIN. Okay. Now, as you look at this case, is it of special significance that the debtor here who engaged in this conduct was in fact a Federal judge?

Judge KEIR. Well, certainly there is only one statute and one book about 2½ inches thick of the Federal Rules of Bankruptcy Procedure that applies, no matter whether the debtors or debtor is a Federal judge or someone totally unassociated with any government position. So there is no difference in the behavior that the judge was required to do.

There is significance, though, on two levels. One, section 152 of title 18, which is the criminal statute, makes it a crime to intentionally falsify a material misstatement and also to intentionally falsely fail to—or falsely hide assets. So intent.

Here I think the fact that the debtor was a Federal judge makes it rather clear that he knew what the oath penalty of perjury meant. And when he was signing the petition under penalty of perjury, signing the schedules under a declaration they were true and correct under penalty of perjury, signing a Statement of Financial Affairs under the same declaration, he knew he was giving a oath, he knew what the oath required, he knew that the violation of the oath was fraud and a crime. That knowledge comes with what he did in effect his position, and I think that goes to intent.

The second thing is I think it brings disrepute upon the judiciary. Again, the public needs confidence in its leaders, whether they

are elected or whether they sit on the bench. Here you have got someone who appears to have falsely participated in a number of ways in this bankruptcy case and, although not held technically to a higher standard by statute, it certainly is behavior which, because he is a Federal judge, I would take more seriously.

Mr. DAMELIN. Okay. You have been a bankruptcy judge for approximately 19 years; is that correct?

Judge KEIR. Let us see. Who is counting? Sixteen.

Mr. DAMELIN. Sixteen. Okay. My math error.

If you had been the judge with your experience overseeing the Porteous bankruptcy and the facts established by the evidence today came to your attention, what actions, if any, would you have taken?

Judge KEIR. Well, a number of things would have occurred, fairly clearly.

First, the case would not have led to the discharge of the debtor. If the information had been known to the court at the time that confirmation of the plan was being considered, confirmation would have been denied.

It is a requirement under section 1325 that the plan be proposed in good faith. The plan, based upon falsehoods like this, is not proposed in good faith and the confirmation would have been denied right at that point.

If the case had converted to a seven, undoubtedly under Section 727 the discharge also would have been denied. Perhaps the case would have been dismissed with prejudice against refiling.

It is likely that the United States Trustee's Office would have been filing motions asking for these remedies and the court I think would have granted them if this is the evidence the court had to consider without really much question in my mind.

Finally I would have been compelled under title 18, section 3057, to refer this matter to the United States Attorney for investigation for prosecution of bankruptcy crimes. That section requires a Federal judge to make that referral where they see a reasonable basis that a crime may have been committed.

And there is no question in my mind that this would have risen well beyond that level where that report would have been made. I mean, there was this pattern of the wrong name, false name in the petition under oath, creditors not all put down, and they were selectively not put down. The ones—the credit card that they wanted to use post petition omitted. Certain casinos to keep the relationship going with casinos omitted. That is on the schedules.

The tax refund, for example, not listed as an asset keeps some liquidity that they could use—or Judge Porteous could use, not on the schedule.

Do not reveal the last-minute payments that paid off certain casinos and so forth so that they wouldn't be listed as creditors because on the instant of the filing they were owed zero, but then the trustee would not notify them either because they were not listed on the Statement of Financial Affairs. Another document, false statement under oath.

All of this and the violation of the court's order when put together would have been such a pervasive pattern of misconduct that the referral would have been made.

Mr. DAMELIN. Okay. Thank you, Judge Keir.

Mr. Chairman, I have no further questions.

Mr. SCHIFF. I thank the gentleman.

Judge, let me ask you a few follow-up questions, if I could.

The practice of the newspaper in this area to publish the names of those filing bankruptcy, have other courts in other parts of the country also—or other newspapers and judicial communities published the names of those filing for bankruptcy?

Judge KEIR. I have certainly seen it in my district, although it seems to be changing. Newspapers seem to be getting lighter and lighter in terms of print copy.

But it varies. A lot of jurisdictions do it. I think this is a bit of supposition on my part. I haven't done a study. But I believe it is probably more prevalent in areas where—that are less in the megaurban centers, where what is going on in the Federal courthouse may be a little bit more a part of the news than in some other places.

But it is not unusual that newspapers will pick this up on a daily basis and print it or some it of do it by week, the filings of the week. I have seen columns that are headed like that.

In Baltimore, for example, which is where I sit, there is a newspaper, the Daily Record, that contains various columns from various courts that are located within the city listing cases filed that week in the various courts.

Mr. SCHIFF. These are often listed in legal newspapers, right?

Judge KEIR. Legal and in papers of general circulation.

The Daily Record, which is becoming more and more a paper of general circulation, lists it, but I have seen it in years past in papers of general circulation as well.

I don't think the Baltimore Sun paper does it anymore, but they used to, I believe.

Mr. SCHIFF. Is part of the purpose that the legal newspapers and some of the papers of general circulation would publish a list of those filing bankruptcy so that people that had an interest—that either credit agencies or others that might want to see who is filing would know that an asset they had was jeopardized in a bankruptcy?

Judge KEIR. I think very clearly—this practice I believe goes back quite a ways, when there was less availability of information on an electronic basis and when it was probably the easiest and maybe even principal way one could ascertain what was going on, who had filed bankruptcy in your community. But it was offered to the public very clearly I think so that the public could use the information.

And obviously the public had some interest in it or the paper would not have bothered to put it in the print. I know I have picked up numerous times something about someone filing that I would have not known about if I hadn't been reading the paper. Even after I have been on the bench, sometimes I will see a filing in—that I was unaware of that may have some tangential effect on a case that I have.

Mr. SCHIFF. In a case like this, for example, the casinos would not have been notified of the bankruptcy because they were not

listed as creditors. However, someone from the casinos may have seen a public notice of bankruptcy.

Judge KEIR. That's correct. I don't know whether they had a practice of having someone delegated to review those columns or not, but they certainly could have. That is why it is there.

Mr. SCHIFF. Well—and let me ask you, too, assuming the casino credit system works like many others, if somebody is borrowing money and paying it back in a timely way, you wouldn't necessarily run a new credit check on them, would you?

Judge KEIR. I would not think so, no.

Usually credit checks are run often by attorneys preparing to file bankruptcy cases to see whether there is something out there that their client inadvertently left off or whether there is some other information. But most of the time it is run by companies who are looking to extend additional credit, new credit, or renew credit.

Mr. SCHIFF. So if you're a casino and you have someone who has filled out a credit application and has a pre-existing credit relationship with you and you are not notified of a bankruptcy because you're not listed as a creditor and it doesn't appear in the newspaper, you wouldn't have any reason to run a credit check on them if they are making their payments.

Judge KEIR. I would not think you would have any such reason to run a credit check.

Mr. SCHIFF. I want to ask you one of the questions I asked Mr. Lightfoot to see if you had any different take on it. And that is, under what circumstances do you have a duty to update the bankruptcy court? When you have a change of income or have maybe new liabilities, are there any circumstances where you are required to update the court?

Judge KEIR. Certainly in my district there are. I know that all of the judges in my district hold to this idea, and I think it is the correct one: The schedules generally reflect assets and liabilities on the date of the petition. Schedule A is real property, B is personal property, for example, just skipping down a few, schedule F is unsecured debts. But schedule I and schedule J list income and expenses as opposed to assets and liabilities. In a Chapter 13, we require that a material change in schedule I or J during the life of the case requires an amended schedule. The debtor gets promoted and now has a significantly higher income than they had 2 years ago, and they are in a 5-year plan and have 3 years left to go, now their disposable income is significantly greater.

The second financial component tested in the level that the plan has to pay, in addition to the equivalence of Chapter 7, is that the debtor has to pay all the debtor's disposable income. Now it is called "projected disposable income." That change was in 2005. So, if the debtor's disposable income has increased greatly, the trustee, specifically under section 1329, is authorized to come in and seek to modify the plan to require—get a court order to require that the plan now go to a higher level because it no longer is a plan that is receiving all of the disposable income of the debtor.

The vehicle that the debtor is supposed to report that event to is an updated schedule I and an updated schedule J, where these changes have occurred. And counsel routinely seem to advise their clients of that. I see that.

Mr. SCHIFF. In this case we have heard evidence that the judge filled out an application that listed his income as $7,500 a month, when in fact it was $7,700. Do you consider that a material false statement if the judge was aware he was in fact——

Judge KEIR. Well, I don't think that is the limit of the false statement there. I was listening to the testimony, and first of all, the schedule I is not filled in correctly, without regard to the numbers. The top line on schedule I is supposed to be your gross monthly income from wages, not your net. You are then required on the following lines to list what is taken out of your paycheck before you get your take-home pay. That gets your net. The net was put at the top, and therefore you didn't see on that schedule what was taken out.

We already know there was a tax refund of $4,100, which means there was an over-withholding going on. Not only was it an asset that should have come in, as we already talked, but in effect it affects the calculation of what is disposable income. If you claim no dependents, no deductions, and have them take out extra money, you can lower that take-home pay. All you are doing is putting it in your own savings account, if you are allowed to do that. Therefore, your monthly payment is also going to be less under this plan calculation. And that information is not there. It is just this number.

In addition, I heard the testimony that take-home pay, as it was put down, went up significantly just several months after the filing, and since, as I have already stated, that should have been updated; I don't think the measure is the $200. So I want to be careful in answering your question.

Do I think the $200 itself is material? In amount, the word, first of all, "material" under section 152, courts have determined is in effect the same as "relevant." It is not measured by dollars. It is measured by whether it bears on the financial affairs of the debtor, the rights of the bankruptcy estate and the process of bankruptcy itself. So any error is material in its relevancy.

Significant? I think by itself a $200 error is on the borderline. It would have to—it always arises in a court case in the context of other facts. Is it the $200 there, but the debtor is probably underestimating his or her expenses a little bit, and you can see that because they didn't put anything down for home repairs, for example. A common situation.

The $200 might be readily—you look at that and you say, it is going to be absorbed in legitimate expenses. They made an error that is not really going to be—was not intentional and it is not going to change the math. But if it is intentional, then it is material, because it is a false statement.

Mr. SCHIFF. You mentioned that the form is filled out incorrectly; $7,500 a month is listed as gross income when in fact it is net income, is that right?

Judge KEIR. Yes. I have the schedule, a copy of it right here in front of me.

Mr. SCHIFF. Is it also listed as net income later?

Judge KEIR. Yes. What it does is it says $7,531.52 on the top line under current monthly gross wages. Then there is nothing taken

out until it hits the total net monthly take-home pay, which is the same figure. So it is readily apparent there is missing data here.

Now, I can't tell whether the pay stub was attached as an exhibit when it was filed with the bankruptcy court or not, so it may be that it was attached. I don't know.

But the lines are provided. The lines that are blank, that have zero, say payroll taxes and Social Security, zero. Insurance, zero. Union dues, zero. Other, specify, blank line, zero. Subtotal payroll deductions, zero. That is the information on the form that was filed.

Mr. SCHIFF. The trustee during the hearing asked the judge, "According to the United States of America, you take home about $7,500 a month, is that right?" And he answers, "um-hum," which I assume is an affirmative answer.

Was that a false statement if his income was $7,700 a month and he was aware of it?

Judge KEIR. It was a false statement at the time that he made it, because what I have heard of the testimony, his

take-home income was higher.

Mr. SCHIFF. The effect of not fully disclosing the full extent of your income, of not disclosing the tax return refund you are going to get, do I understand it correctly that the impact of that is that you actually have more income that you are not obligated to provide to creditors, but you still get the discharge of your debts at the end of the process? So you still get the benefit of the bankruptcy, but you actually get to keep more of your assets than if the court and creditors were aware of the full extent of your income?

Judge KEIR. In a Chapter 13, I think I would phrase it, you actually get to pay less to your creditors and get your discharge anyway. Less than the Bankruptcy Code, which Congress enacted, required you to pay.

Mr. SCHIFF. I take it, Judge, that the filing of a bankruptcy for many people, not solely for Federal judges, is somewhat of an embarrassing event for people. Is that a fair statement?

Judge KEIR. I think that is a fair statement, yes.

Mr. SCHIFF. So that a great many people, whether they are in the lofty position of a Federal judge or any other position in life, might not like to see their name in the paper as having to file bankruptcy.

Judge KEIR. That is very true.

Mr. SCHIFF. Of course, if everyone filed bankruptcy petitions in false names to avoid public disclosure, there would be serious problems with the system, wouldn't there?

Judge KEIR. That is absolutely true.

Mr. SCHIFF. Is there any significance in terms of whether the court would consider it a mark or a debt, the speed with which the marker is paid off? In other words, some of these markers were paid off on the same day, some were paid off a week later, some were paid off a month later. If the judge has a successful day at the table and either wins money and doesn't report it so the creditors don't know about it, or breaks even and gets to pay off the marker before he leaves the casino, is that any less of an incurred debt while it existed?

Judge KEIR. No. The debt is incurred when the marker is taken. That is when the debt arises. You owe the money. And it is the incurrence of debt that was prohibited by the order. It was not qualified by saying "unless you pay it off within the same day," or any other words, such as if you pay it off in the same session or something. It is the incurrence of debt. And, of course, when the marker was taken out, there is no way that Judge Porteous knew he was going to be able to or not going to be able to pay it from a particular source or at a particular time. It was gambling. There is a chance. So the only real event in terms of his disobedience of the order was the obtaining of the marker.

There is a doctrine under section 363(b) which applies to debtors under section 1303 of the Code that permits a debtor to use assets in the ordinary course of business, which has been interpreted judicially as to a living, breathing individual. In Chapter 13, it would mean the ordinary course of living. But that doesn't really bear on this question of incurring a debt for an unusual reason, gambling. It is not necessary for your living expenses.

But more importantly, a direct order saying you are prohibited from incurring credit, you went out and incurred credit; the fact you paid it back that day, there is no exception to that order for ordinary course of any kind by timing or otherwise. So I don't think it has any legal significance at all.

Mr. SCHIFF. Last couple of questions. You were talking about the automatic stay. Is that only implicated when someone who is in bankruptcy and takes out a marker actually doesn't pay it back and the casino uses the marker to go into their bank account; or would it also be implicated where the debtor writes a check to the casino or otherwise pays it back?

Judge KEIR. Well, that is a somewhat complex question. I will take it in pieces, if I may.

The automatic stay prohibits any act by a creditor who holds a pre-petition debt against the debtor's assets, the estate and so forth. As to a post-petition debt, it stays the collection from the bankruptcy estate, which, as I said in a Chapter 13 includes after-acquired property and earnings. But it is an action by creditor. Where the creditor deposits the marker, they are taking the action.

Mr. SCHIFF. Meaning where they have to go and draw the money from the account?

Judge KEIR. I am borrowing the word from the testimony of the agent, but when they go to the bank and cash the marker out of the account, the creditor is collecting. That is a violation of the automatic stay. When the debtor hands them the check or hands them the chips, I think it is questionable that that is a creditor action. But it is still a violation of the Bankruptcy Code, it is just a different section.

It is a violation of that section 363(b) that I spoke of a moment ago. It is a violation by the debtor, because the debtor is now using an asset of the estate, out of the ordinary course of business, without court authority. You have to file a motion and get a court order.

As soon as Judge Porteous obtained the chips or had the money in the bank account to write the check upon, those funds were assets of the bankruptcy estate and his legal authority to use them

was limited under 363(b) and 1303 to use for ordinary course. And he was using them for a different purpose.

So I would believe that where he gave them the check or cashed the chips out against the marker, that the creditor didn't violate the stay in those occurrences; the debtor violated section 363(b) as well as, of course, the markers themselves violating the court order. So most of the violations were by Judge Porteous, except where the markers were cashed by the casino.

Mr. SCHIFF. The last question. In the case where there is a confirmation order, is that an order of the trustee or is that, through the trustee, an order of the court?

Judge KEIR. That is an order of the court. It is entered on the docket. The docket reflects it is entered. It is signed by the judge. The process in a nutshell is the case is filed, the trustee, who is usually a standing trustee in a Chapter 13, conducts the first meeting of creditors, which lawyers routinely refer to as a 341 meeting because that is the section of the Code that requires it.

The judge cannot by law attend that meeting. It is held in a meeting room somewhere, chaired by the trustee, who asks questions under oath to begin the process of gathering information. The plan is filed by the debtor as a proposed plan. The trustee reviews it, may have some problems with it, does some investigation. Oftentimes he will go back to the attorney for the debtor and suggest some changes that would obviate the objections the trustee may bring.

If it is not resolved, the trustee will file a formal objection. If that is not resolved, there is a hearing. At that point the hearing is in front of the court. It is the confirmation hearing.

At the confirmation hearing the judge listens to the evidence from both sides, hears the oral argument, makes a ruling, just as in any other court case, and enters an order confirming the plan, if that is what the ruling is.

Here Judge Greendyke entered an order confirming the plan, which order contained various provisions, one of which is the provision not to incur any credit.

Mr. SCHIFF. So——

Judge KEIR. The final order, by the way, is reviewable on appeal.

Mr. SCHIFF. The court orders that the debtor not incur new debt, the debtor then goes on and incurs new debt, that is a violation of court order. What does the judge have the power to do when it finds that a debtor has violated an order? Does the court have the power to hold a debtor in contempt?

Judge KEIR. Yes. The court could hold the debtor in contempt. It depends on the nature of the violation. But the court could hold the debtor in contempt. The court could vacate its order of confirmation. The court could convert the case to a case under Chapter 7 and make it into liquidation, dismiss the case outright, and just in effect throw the debtor out of the bankruptcy case without a discharge. And, of course, in addition to any of those, the court, if it thought it was a criminal violation, should report it under Title 18, as I previously discussed.

Mr. SCHIFF. Thank you. That concludes my questions. I now recognize my colleague, Mr. Goodlatte.

Mr. GOODLATTE. Thank you, Mr. Chairman. To follow up on that last question, it is Judge Keir?

Judge KEIR. Keir, yes.

Mr. GOODLATTE. You indicated that presented with evidence of a bankruptcy filer who filed under a fictitious name, using an inappropriate address, leaving out his spouse, and then who went on to incur debt in violation of the bankruptcy order and failed to list debts that were not inadvertent in their omission, that you would indeed refer such a case to the United States Attorney?

Judge KEIR. That is correct. And I have done so in various cases when it was necessary.

Mr. GOODLATTE. In evaluating the conduct at issue, is there particular significance in your mind that Judge Porteous was a Federal judge who actually presides over bankruptcy-related disputes?

Judge KEIR. Yes. The significance, as I stated, is he clearly knew what his responsibilities were when he testified under oath signing these documents, he testified at the section 341 meeting orally that they were accurate and fully divulged his financial affairs. He knew what the testimony was, he knew what the responsibility requirements of penalty of perjury means. I would have had to say, and I would say, that therefore he would be found clearly to have the requisite knowledge that the violation was intentional and not inadvertent.

Finally, because it occurs by a Federal judge, I think it has a potential effect of denigrating, if you will, the integrity of the court. What happens if 6 months later somebody has been found by a bankruptcy court to have violated these oaths and denied a discharge, and they appeal it, and the appeal goes in front of Judge Porteous? What is that argument going to be? You did it? I did it? It is untenable.

Mr. GOODLATTE. To put it another way, in fact in the way of the next question I was going to ask you, in your mind, is there any way that Judge Porteous could sit as a judge in a bankruptcy case?

Judge KEIR. Well, clearly that would not be up to me. I would think that counsel would have a good basis to ask for recusal if he in fact was doing so in a bankruptcy case.

Mr. GOODLATTE. We know that from previous hearings on Judge Porteous and previous cases, that Judge Porteous doesn't necessarily voluntarily recuse himself in matters. So what kind of complications would that cause if a judge didn't disclose that he had participated in all of this, and, notwithstanding that, went ahead and heard a case; and then it was later revealed that he had heard a case involving complaints of creditors in bankruptcy regarding a debtor, and went ahead and heard the case without having disclosed his own violations of the bankruptcy laws?

Judge KEIR. You are asking me what would the effect be on the case that was heard, and the answer is the losing party would have an appeal point that would be almost irrefutable because it was not a fair and impartial judge.

Mr. GOODLATTE. What would you say in your mind about the ability of Judge Porteous to sit as a judge in any case whatsoever, of any kind, where he must evaluate the honesty of a party that is in front of him?

Judge KEIR. Well, again, clearly that is not something that would come within my jurisdiction. But in many kinds of cases, criminal cases, civil cases, including but not limited to bankruptcy, what the trial judge in part must do is judge on the evidence, the candor, and the creditworthiness of the testimony that is being heard and determine, often, whether if there are inaccuracies, these are intentional or inadvertent.

Is this fraud or was it not fraud? That is a question frequently that comes up, of course, in my court. Debt incurred by fraud is not dischargeable if the creditor can prove that it was incurred by fraud. Intent is one element of fraud.

I can think of a myriad of cases in which this issue of honesty is an essential part of the decision, and it would certainly be troubling to me if the party who was to judge honesty himself was and had been shown not to respect honesty and not to obey the law in that regard.

Mr. GOODLATTE. Thank you. Thank you, Judge Keir. I appreciate your answering our questions.

Mr. SCHIFF. The gentleman yields back. Mr. Westling.

Mr. WESTLING. Mr. Chairman, we have no questions.

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Mr. SCHIFF. I want to thank you, Judge Keir, for your time today and your expertise. It is greatly appreciated. I want to thank all the witnesses for their testimony today.

Without objection, the record will remain open for 5 legislative days for the submission of any additional materials.

We will now adjourn our hearing until our next hearing on Thursday at 10:30 a.m. Again, I thank everyone for their time and patience. This hearing of the Impeachment Task Force is adjourned.

[Whereupon, at 3:40 p.m., the Task Force was adjourned.]

**TESTIMONY OF LOUIS MARCOTTE, NEW ORLEANS, LA**

Mr. DUBESTER. Mr. Marcotte, please introduce yourself to the Members of the Committee.

Mr. LOUIS MARCOTTE. I am Louis Marcotte.

Mr. DUBESTER. Okay, there you go. And where were you born, Mr. Marcotte?

Mr. LOUIS MARCOTTE. I was born on the west bank of Louisiana.

Mr. DUBESTER. Did you spend your entire life in the New Orleans area?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And what is your education?

Mr. LOUIS MARCOTTE. I graduated from West Jeff High School.

Mr. DUBESTER. Okay. In the late 1980's, did you enter the bail bonds business?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. DUBESTER. In the late 1980's, did you enter the bail bonds business?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. Where was that?

Mr. LOUIS MARCOTTE. That was on Derbigny Street in Gretna, Louisiana.

Mr. DUBESTER. And what was the name of your company?

Mr. LOUIS MARCOTTE. Bail Bonds Unlimited.

Mr. DUBESTER. And what was your role in the company?

Mr. LOUIS MARCOTTE. I was the president of that company for 25 years.

Mr. DUBESTER. Okay. And do you know the woman who is sitting at the other end of the table?

Mr. LOUIS MARCOTTE. Yes, that is my sister, Lori Marcotte, vice president of that company.

Mr. DUBESTER. Okay. And what role did you have, what role did she have?

Mr. LOUIS MARCOTTE. Lori did a lot of retail in the bail office, in sales, and she also handled a lot of the accounting.

Mr. DUBESTER. Okay. Did she know what was going on? Was she with you when you were doing things in the course of the business?

Mr. LOUIS MARCOTTE. Yes, she was. She was my partner.

Mr. DUBESTER. Okay. I want you to take at least 1 minute up front to describe the bail bonds business to the Members of the Committee and—or the Members of the Task Force. You can, sort of, start anywhere. And then I will fill in gaps if you leave any of them out.

So just explain the bail bonds business and how your company made money.

Mr. LOUIS MARCOTTE. A bail bondsman is no more than a State Farm agent. We are licensed through the Commission of Insurance. We carry a property and casualty license. And the insurance company supplies us with policies that we can post at the jail so we can get defendants out. It is not real money; it is just a policy. If the defendant doesn't show up in court, then the courts cash the policy.

Mr. DUBESTER. Okay. And how did your company—and I am going to use the present tense—how do you make money in the bail bonds business?

Mr. LOUIS MARCOTTE. The families would come in and bring us—if the bond was $10,000, the families would come in and bring us a thousand dollars of the $10,000. We would bring the policy over to the jail, and then we would earn the thousand dollars for posting a $10,000 policy at the jail.

Mr. DUBESTER. Okay. Would you walk the Members through the process of how a bond amount would be actually set by a judicial officer in Gretna, Louisiana?

Mr. LOUIS MARCOTTE. Well, they had a magistrate who would set the bonds twice a day. And what we would do is we would shop bonds and try to get the bond set before the magistrates set the bond, if it wasn't a favorable magistrate.

Mr. DUBESTER. Okay. Did you have an interest in the amount that the bond was set at?

Mr. LOUIS MARCOTTE. Yes, I did. The more money the people had, the higher the bond, the more money we made.

Mr. DUBESTER. Okay. And typically, what percentage of the bond—or what was the premium that you would make compared to what the bond amount was?

Mr. LOUIS MARCOTTE. Ten percent of the premium.

Mr. DUBESTER. Okay. So how would you find out how much an individual could pay as part of a premium?

Mr. LOUIS MARCOTTE. We would screen the family or the defendant to find out how much money they had. At some point, we would run credit reports to see if they had available credit on their credit cards. And that is how we would determine what we would get the bond set at.

Mr. DUBESTER. How did you get this information from the defendant who was arrested or from the family?

Mr. LOUIS MARCOTTE. Well, when the family would come in, they would sign an agreement. Whenever you take a credit agreement on someone, you have the right to run their credit report.

Mr. DUBESTER. Did you interview the prisoners at the jail, too?

Mr. LOUIS MARCOTTE. Yes, we did. The jail supplied a media board with all the names of everyone who was incarcerated. We would take a list of the people on the media board, and then we would request to see the defendant. After we saw the defendant, if he didn't have money on him, we would get the family's number and then we would call the family and say, "Hey, come on down. Your son is in jail. Would you like to get him out?"

Mr. DUBESTER. Okay. So, if you could determine, let's say, that a defendant who had been arrested could come up with $3,000, what would be your request, or what would be your ideal bond that would be set by a magistrate?

Mr. LOUIS MARCOTTE. A $30,000 bond.

Mr. DUBESTER. Suppose he could come up with $8,000, how much would you want the bond to be set at?

Mr. LOUIS MARCOTTE. I am sorry, I didn't hear you.

Mr. DUBESTER. I just said $8,000, what would you want it to be set at?

Mr. LOUIS MARCOTTE. I would want the bond to bet set at—if he had $8,000?

Mr. DUBESTER. Yes.

Mr. LOUIS MARCOTTE. I wanted the bond to be set at $80,000.

Mr. DUBESTER. So you want to just maximize——

Mr. LOUIS MARCOTTE. I just want to maximize the profits of Bail Bonds Unlimited.

Mr. DUBESTER. Okay. There you go. Now, you indicated there is a magistrate which is typically assigned to setting bonds, is that correct?

Mr. LOUIS MARCOTTE. That is correct.

Mr. DUBESTER. But then you used the phrase, you would "shop the bond around." What do you mean by that?

Mr. LOUIS MARCOTTE. Well, we would get there early in the morning, you know, 5 o'clock. And if we found out the family had money to get the defendant out, if the magistrate wasn't favorable, we would start calling the judges at home, you know, real early before the magistrate got there. And then, if we couldn't get in touch with them, we would go shopping in the courthouse before the magistrate set the bond.

Mr. DUBESTER. Was there a particular judge who, in the course of your business at Bail Bonds Unlimited, that you started to go to more than any other judge on the District Court in the 24th JDC?

Mr. LOUIS MARCOTTE. Yes, that was Judge Porteous.

Mr. DUBESTER. Okay. And over time, did you increasingly go to Judge Porteous to set bonds?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. DUBESTER. Over time, did you increasingly go to Judge Porteous?

Mr. LOUIS MARCOTTE. Oh, yes, I did.

Mr. DUBESTER. Okay. What I am going to do is I am going to return a little bit to what Judge Porteous did for you in terms of setting bonds, but I want to go through how you developed a relationship with Judge Porteous. So that is what my next set of questions are going to involve.

Mr. LOUIS MARCOTTE. Okay.

Mr. DUBESTER. How is it that you went about establishing a relationship with Judge Porteous?

Mr. LOUIS MARCOTTE. Well, I met Judge Porteous through another bail agent. At some point, that bail agent faded out, and then we became close with Judge Porteous after he faded out.

Mr. DUBESTER. Okay. And what steps did you take to encourage a close relationship between yourself and Judge Porteous?

Mr. LOUIS MARCOTTE. Well, what we did, we started, the word would be, "grooming" Rhonda, his secretary, and getting close with her first, and then pushing her to facilitate a relationship between her, my sister and I and the Judge.

Mr. DUBESTER. What did you do to get close to the Judge in terms of providing him anything of value?

Mr. LOUIS MARCOTTE. Well, we started taking him to lunch. That is how it started. First, we started taking Rhonda to lunch, and then we had Rhonda start inviting him to lunch. And then that is how we became—that is how we started getting very close with him.

Mr. DUBESTER. And I want to talk a little bit about these lunches. Can you just give a sense of the frequency of the lunches?

Mr. LOUIS MARCOTTE. I guess they were around once a week and sometimes twice a week.

Mr. DUBESTER. Can you describe the restaurants?

Mr. LOUIS MARCOTTE. The Beef Connection, Ruth's Chris, a place named Romairs, you know, restaurants near the courthouse. Sometimes we would cross the river, depending on how much time we had.

Mr. DUBESTER. I think the Members might be familiar here with Ruth's Chris as a steakhouse. Are these other restaurants comparable to Ruth's Chris in the cost and the fare that they serve?

Mr. LOUIS MARCOTTE. Yes. The Beef Connection was pretty close to the same cost.

Mr. DUBESTER. And was it just you and Judge Porteous at these lunches?

Mr. LOUIS MARCOTTE. No, it would be Rhonda, and it would be some of my staff, and it also would be other judges at some times.

Mr. DUBESTER. And can you give a sense of what the bills for these meals amounted to?

Mr. LOUIS MARCOTTE. They would run anywhere from $200 to $400 or $500.

Mr. DUBESTER. And that is back in 1994 dollars. The meals would be more expensive today, correct?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. DUBESTER. That was back in 1993, 1992. That was more than 15 years ago, right?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. Okay. Now, did you call him for lunch, or did he call you for lunch?

Mr. LOUIS MARCOTTE. It started out with me calling him for lunch. And then, as we got closer and developed a relationship, he would call and then I would call.

Mr. DUBESTER. Did you ever let him bring friends that he chose?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. Let's just say——

Mr. LOUIS MARCOTTE. He could have brought anyone he wanted. I wouldn't have had a problem with it.

Mr. DUBESTER. Let's just say it is—I am going to say twice a month, to use a very conservative estimate, or let's just say three times a month for 3 years, so 100 lunches. Of the 100 lunches that you went to with Judge Porteous at the restaurants and at the rates that you described, how many of those did Judge Porteous pay for?

Mr. LOUIS MARCOTTE. He didn't pay for any.

Mr. DUBESTER. Now, is there anything else that you did in terms of providing things of value to Judge Porteous?

Mr. LOUIS MARCOTTE. Yes. I brought shrimp to his house. I fixed his fence after the storm blew it down. I fixed his cars. I fixed his son's cars. I hired his son, at some point, to do some contract work——

Mr. DUBESTER. Let me talk about——

Mr. LOUIS MARCOTTE [continuing]. As a court runner.

Mr. DUBESTER. Let me talk about the cars for a second. What do you remember doing relative to Judge Porteous's cars and his family's cars?

Mr. LOUIS MARCOTTE. Well, we did mechanical work on them.

Mr. DUBESTER. How did the car repairs start, and what did they consist of over time?

Mr. LOUIS MARCOTTE. Well, I am not sure of the exact time they started, but I am sure that it lasted, you know, 3, 4, 5 years.

Mr. DUBESTER. And the very first times that you did anything for Judge Porteous's cars, what did that consist of?

Mr. LOUIS MARCOTTE. The first time? The first times I started fixing his cars?

Mr. DUBESTER. Yes.

Mr. LOUIS MARCOTTE. You know, first, I started washing it. And then, you know, after I would wash it, I would add a little gas to it. And then it escalated from there, you know. Then the mechanical work started, the tires, the radios in the cars, and then his son's cars, and transmissions and stuff like that.

Mr. DUBESTER. You mentioned tires. Did you buy tires for Judge Porteous's cars?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And how many cars was that?

Mr. LOUIS MARCOTTE. It was three or four cars.

Mr. DUBESTER. Do you remember what Judge Porteous's specific personal car was?

Mr. LOUIS MARCOTTE. It was a blue Cougar.

Mr. DUBESTER. Okay. What about car radios. Did you do that in one car or more than one car?

Mr. LOUIS MARCOTTE. I am sorry? It is not that I don't understand the question. I can't hear at some points.

Mr. DUBESTER. I understand the acoustics here. The car radio, was that in one car or more than one car?

Mr. LOUIS MARCOTTE. I believe it was just one car.

Mr. DUBESTER. And you remember other repairs to the engines and the transmission and so forth, is that correct?

Mr. LOUIS MARCOTTE. Yes, I do.

Mr. DUBESTER. And who from your staff handled the repairs or took care of Judge Porteous's car?

Mr. LOUIS MARCOTTE. Well, I never did want to leave my office, so I always would send Skeeter or my brother-in-law Jeff. And I am sure a few times I went, but, you know, mainly those two runners that worked in my office.

Mr. DUBESTER. And is "Skeeter" the same person as Aubrey Wallace?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. And did you always volunteer to Judge Porteous, or did he make requests of you? In other words, how did you know that there was a car repair to be done?

Mr. LOUIS MARCOTTE. Well, sometimes we would be at lunch and he would say, "Well, you know, my car is not running well," and I would say, "Okay, Judge, I will take care of that." And there was also requests from him, you know, asking me to do it. So it worked both ways.

Mr. DUBESTER. What do you remember about the fence repair?

Mr. LOUIS MARCOTTE. Another time we were at lunch and he mentioned, "Well, look, my fence blew over in the storm." And I said, "Well, you know, I got two guys that will take care of it for you. No problem."

Mr. DUBESTER. Those two were also——

Mr. LOUIS MARCOTTE. Aubrey Wallace and Jeff Duhon.

Mr. DUBESTER. Did they go and do that, to your knowledge?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. DUBESTER. Did they do that?

Mr. LOUIS MARCOTTE. Yes, they did.

Mr. DUBESTER. And at some time, did you ever take Judge Porteous anywhere?

Mr. LOUIS MARCOTTE. Well, I took him to lunch, and we also went to Las Vegas, I believe twice.

Mr. DUBESTER. Okay. And do you remember a trip to Las Vegas that you described as including some attorneys?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And why did you include attorneys with you when you took Judge Porteous to Las Vegas?

Mr. LOUIS MARCOTTE. Because in a community, for whatever reason, the bail bondsman, it just doesn't look good with a bail bondsman hanging out with judges. So what I did is I brought some attorneys in to make it look good.

Mr. DUBESTER. Okay. And is it your testimony that you think there might have been a second trip to Las Vegas, as well?

Mr. LOUIS MARCOTTE. Yes. Yes, sir.

Mr. DUBESTER. And is there something that you remember as to why there might have been a second trip?

Mr. LOUIS MARCOTTE. Because I remember we were standing by a slot machine, and his wife was asking him for some change to put—some dollars to put back in, coins, you know, to put back into the slot machine.

Mr. DUBESTER. And it is your recollection—and you are not sure if that was the one trip that I first asked you about which included the lawyers—we will call it that trip—or whether or not there were two trips, is that correct?

Mr. LOUIS MARCOTTE. I am almost positive it was two trips. Now, you have to remember, the bail bond convention is always in Las Vegas every year. So, I was in the bail bond business 25 years; I have been to the convention 25 times. So, you know, I remember him being there twice, you know. I just don't—it was just a lot of conventions.

Mr. DUBESTER. And on at least one trip, but maybe both trips, did you pay for Judge Porteous to go to Las Vegas?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And on one trip in particular, the first trip I have asked you about, do you recall how it was that the actual mechanics of funding Judge Porteous's trip was paid for by you?

Mr. LOUIS MARCOTTE. Not all by me. Some of the lawyers pitched in, and we came up with cash. And I believe my sister gave Rhonda the money to disguise the payment, and then she wrote a check to the airlines and everything and paid for the trip.

Mr. DUBESTER. Okay. But, in other words, you paid Rhonda in cash through your sister?

Mr. LOUIS MARCOTTE. Right.

Mr. DUBESTER. Okay. And on the one or two trips, do you remember paying for Judge Porteous's food and drink and entertainment on those trips, as well?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And do you remember whether or not—what did Judge Porteous do when he was in Las Vegas?

Mr. LOUIS MARCOTTE. He gambled the whole time he was there.

Mr. DUBESTER. Okay. I am going to now turn to——

Mr. LOUIS MARCOTTE. See, I didn't gamble, so he never hung with me. He just hung out by the table the whole time.

Mr. DUBESTER. I am going to ask you now some of the things that Judge Porteous did for you during this period of time.

The real question, Mr. Marcotte, is, why did you do all of these things for Judge Porteous? What value were you getting by virtue of the fact that you were providing him this stream of value?

Mr. LOUIS MARCOTTE. I wanted service, I wanted access, and I wanted to make money.

Mr. DUBESTER. And how was the fact that Judge Porteous was willing to set bonds at your request, how did that help you maximize profits?

Mr. LOUIS MARCOTTE. Because if you set bonds higher than what the defendant can make, then I would have to take credit. If you set the bond at exactly what I need, then I could maximize the profits of my company.

Mr. DUBESTER. As a general matter, was he receptive to your request as to the exact amount that you wanted the bonds to be set at?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. The term "split bonds" has been used. Just briefly describe what is meant by a split bond and the significance of the practice of splitting bonds for your company.

Mr. LOUIS MARCOTTE. What we would do with a split bond—just say the bond is $100,000. The defendant only had $3,000. Well, the judges liked setting high bonds, because if it came out in the newspaper that, you know, something happened and the guy did some-

thing wrong, then it would look like he got out on a high bond. But theoretically speaking, he got out on a 30, not a 100.

Mr. DUBESTER. In other words, the $100,000 bond would be split into two pieces, right?

Mr. LOUIS MARCOTTE. Two pieces: 70 personal surety, which most of the time the personal surety wasn't worth anything, and the only portion of the bond that was worth something was the commercial part of the bond that was executed by the bail agent and backed by the insurance company.

Mr. DUBESTER. Okay. And were there some judges who would refuse to split bonds?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. DUBESTER. Some judges wouldn't split bonds, right?

Mr. LOUIS MARCOTTE. Yes, there was.

Mr. DUBESTER. Did Judge Porteous—what was Judge Porteous's willingness or practice in splitting bonds?

Mr. LOUIS MARCOTTE. He was ready, willing, and able to do it for us.

Mr. DUBESTER. Okay. And was that helpful to you, in terms of you being able to maximize your profits?

Mr. LOUIS MARCOTTE. Yes, it was.

Mr. DUBESTER. In addition to setting bonds, did you ever make a request of Judge Porteous relative to Jeff Duhon?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. What do you remember about that?

Mr. LOUIS MARCOTTE. Well, Jeff worked in the bail office. To become a bail bondsman and take premiums and negotiate bonds, you have to have a license with the commissioner of insurance. I had him in my office for a short period of time, and then they changed the law and you had to be a licensed agent to work inside of a bail agency. So, at that point, I needed to get him licensed.

So I went to Porteous. I said, "Judge, this is my brother-in-law. Would you expunge his license so he could become a bail agent?"

Mr. DUBESTER. You said "expunge his license." You mean he had a felony conviction, did he not?

Mr. LOUIS MARCOTTE. Set aside the conviction.

Mr. DUBESTER. And so you went to Judge Porteous?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. And did he do that?

Mr. LOUIS MARCOTTE. Yes, he did.

Mr. DUBESTER. Was there anything unique or particularly unusual about Judge Porteous setting aside your brother-in-law Jeff's felony conviction?

Mr. LOUIS MARCOTTE. Well, that case was allotted to another judge, meaning the judge who sentenced him in that case was a different judge than Porteous. So what Porteous did was he took the conviction out of another section and brought it in his section and then expunged the record.

Mr. DUBESTER. Okay. I want to talk to you about the time period surrounding Judge Porteous's background check. Do you recall being interviewed by the FBI at that time?

Mr. LOUIS MARCOTTE. Yes, I have. I was interviewed by the FBI.

Mr. DUBESTER. Okay. And when you were being interviewed by the FBI, what was your goal in that interview?

Mr. LOUIS MARCOTTE. To lie to the FBI agents so I could protect Porteous and make sure he got where he wanted to go.

Mr. DUBESTER. And why was it that you were willing to tell the FBI information which would help Judge Porteous?

Mr. LOUIS MARCOTTE. Because I know he really wanted to be a Federal judge and, you know, I wanted to see him get confirmed.

Mr. DUBESTER. Okay. And had he been good to you over the years?

Mr. LOUIS MARCOTTE. He was really good to me.

Mr. DUBESTER. Okay.

Now, I want to show you a couple things that the FBI write-up of your interview quotes you as saying. If the FBI write-up reflects that you told the FBI that, to your knowledge, Judge Porteous had no financial problems, would that have been true?

Mr. LOUIS MARCOTTE. Well, if you would have looked at his surroundings and the way that he was living his life, you know, he was gambling, he was drinking, and if you looked at the cars, you could see that he had three or four cars for his self and his kids and his family, and they were really in poor condition.

Mr. DUBESTER. They were in poor condition?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. So did you have a sense of what Judge Porteous's actual financial condition was?

Mr. LOUIS MARCOTTE. Well, just by looking at it from the outside, he never did sit there and say, "Hey, look, you know, I am negative $2,000 in my checking account." But by looking at the surroundings and the problems with the drinking and the cars and asking people for repairs and stuff like that, you know, one would think that, hey, this guy is struggling. And by looking at the cars, you could see that he was struggling.

Mr. DUBESTER. Okay. And when you say one would know or one would think, in fact, did you have your own personal opinion as to what his financial situation was?

Mr. LOUIS MARCOTTE. I knew he was struggling, because his cars were in deplorable condition.

Mr. DUBESTER. Okay. And I think the FBI write-up quotes you as saying that the candidate, meaning Judge Porteous, will have a beer or two at lunch but you have never seen him drunk. Was that a true statement?

Mr. LOUIS MARCOTTE. No, I lied to those FBI agents. Again, I really wanted to protect him, you know.

Mr. DUBESTER. Well, why wasn't that a true statement? Putting aside your own motivation at this point, just explain why that wasn't a true statement.

Mr. LOUIS MARCOTTE. Because I was at lunch with him, and, you know, he would have five, six, you know, Absolut and tonic or water. I am not exactly sure what the drink was, but it was vodka.

Mr. DUBESTER. Okay. And then on the third thing that the report says is that you were not aware of anything in the candidate's background that might be the basis of influence, pressure, coercion, or compromise or that would impact negatively on the candidate's character, reputation, judgment, or discretion.

Was that a true statement, Mr. Marcotte?

Mr. LOUIS MARCOTTE. No, I was lying again. I really wanted to protect him.

Mr. DUBESTER. Okay. And why was that not a true statement?

Mr. LOUIS MARCOTTE. Because of all of his actions with the gambling, the drinking——

Mr. DUBESTER. Well, let me ask you very specifically, were you aware of your own relationship with Judge Porteous at the time you made——

Mr. LOUIS MARCOTTE. Yes. And my relationship was, you know, it was——

Mr. DUBESTER. Just answer the question. Were you aware of your own relationship with him?

Mr. LOUIS MARCOTTE. Yes, I was.

Mr. DUBESTER. And, in fact, did that relationship consist of you having given him things as a State judge?

Mr. LOUIS MARCOTTE. Yes, it did.

Mr. DUBESTER. Did you actually, in your own mind, feel you had leverage over Judge Porteous based on your knowledge of the fact that he had taken things from you while he was a State judge?

Mr. LOUIS MARCOTTE. Yes, I did, because I believed—well, I didn't believe—I asked him for things, and he asked me for things.

Mr. DUBESTER. Okay. And what did you personally know about your own relationship with him which gave you a sense that you personally had leverage or influence over Judge Porteous?

Mr. LOUIS MARCOTTE. By his wants and his needs and by my wants and my needs.

Mr. DUBESTER. Okay. At the time you gave this interview in August of '94, did you feel that you had had basically a secret understanding or a secret relationship with Judge Porteous?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And in the most general sense, was that relationship one that you were giving him things and he was taking favorable actions toward you?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. When you made these statements to the FBI, in your mind, was that just another act that you were taking as part of your secret relationship with Judge Porteous?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. And do you know how the FBI got your name as a reference?

Mr. LOUIS MARCOTTE. I believe Judge Porteous told them to come interview me. I don't know if they asked who to go interview. I don't know how that worked. But they did come to see me, and then I knew that he sent them to me.

Mr. DUBESTER. Okay. Did you think that Judge Porteous had an understanding that you were going to make statements which were going to protect him?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. And do you think Judge Porteous would have ever given the FBI your name if he believed you would tell the FBI that he had gambling problems, drinking problems, financial problems, and had taken things of value from you?

Mr. LOUIS MARCOTTE. No, he would never tell them that, and neither would I.

Mr. DUBESTER. Did Judge Porteous ever do or say anything to indicate to you he was concerned what you might tell the FBI?

Mr. LOUIS MARCOTTE. No. He just said that the FBI is going to be coming to interview you.

Mr. DUBESTER. And did you tell Judge Porteous what the FBI interview consisted of after they interviewed you?

Mr. LOUIS MARCOTTE. Yes, I told him everything that they asked about.

Mr. DUBESTER. When you spoke to the FBI, were you saying what you believed Judge Porteous would have wanted you to say?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. At the time Judge Porteous was leaving the Federal bench, did you make any requests of Judge Porteous relative to your employee Aubrey Wallace, who you previously mentioned?

Mr. LOUIS MARCOTTE. Yes. I wanted him—Aubrey worked for me a long time, and he was the guy who fixed the cars—I paid to fix the cars. But he was a runner. He put the gas in, he put the tires on and everything. And Aubrey was another guy in my organization that was in there without a license. And the law had changed, just like I said before, and I really wanted him to get licensed. The only way he could get licensed is if they set aside Aubrey's conviction.

Mr. DUBESTER. Okay. And did you approach Judge Porteous to ask him to do that?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And what was Judge Porteous's response when you made that request of him?

Mr. LOUIS MARCOTTE. He waffled a little bit because he wasn't confirmed at the time, but he told me—I saw him a few times, I pushed him and said, you know, "Judge, you know, I really need to get this done." He said, "After my confirmation, I will do it."

Mr. DUBESTER. And, in fact, did he do it?

Mr. LOUIS MARCOTTE. Yes, he did.

Mr. DUBESTER. And, in your mind, do you have an opinion as to why Judge Porteous set aside Wallace's conviction?

Mr. LOUIS MARCOTTE. Because all of the stuff that I have done for him in the past.

Mr. DUBESTER. Was there any question in your mind that he set aside the conviction as a favor to you?

Mr. LOUIS MARCOTTE. Yes, he did it for me.

Mr. DUBESTER. Okay. And also at about the time Judge Porteous was leaving for the Federal bench, did you make any request of him relative to him setting bonds?

Mr. LOUIS MARCOTTE. Yes. I figured he was on his way out and let's open the floodgates and let me try to make as much money as I can before he left.

Mr. DUBESTER. And did Judge Porteous do that?

Mr. LOUIS MARCOTTE. He did.

Mr. DUBESTER. And I am not going to show you the bond forms, but you have reviewed some bond forms in preparation for your testimony today. And, in fact, were there bond forms that he signed that you saw which reflect his signing bonds for you on his way out?

Mr. LOUIS MARCOTTE. Yes, they do.

Mr. DUBESTER. Okay. Did Judge Porteous ultimately take the Federal bench in October 1994?

Mr. LOUIS MARCOTTE. Yes, he did.

Mr. DUBESTER. And when he was a Federal judge, did you continue a relationship with him?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And could he set bonds for you anymore?

Mr. LOUIS MARCOTTE. No, he couldn't set bonds.

Mr. DUBESTER. Why did you want to continue a relationship with him?

Mr. LOUIS MARCOTTE. Because, number one, he was a Federal judge. Right there, that brings strength to the table whenever he sits down with me.

Mr. DUBESTER. And——

Mr. LOUIS MARCOTTE. It would make people respect me because, you know, I am sitting with a Federal judge.

Mr. DUBESTER. And you are a bail bondsman with a high school education, frankly, is that right?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. So it is good for you to be sitting with a Federal judge if you are meeting with somebody else, right?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. And were there people who you deliberately wanted to have Judge Porteous at the table with when you had a lunch or a meeting with?

Mr. LOUIS MARCOTTE. Yes, I wanted to try to get as many people to the table with Porteous when I was there, because, again, he brought strength to the table. And I also wanted him to groom the people that I was at the table with. I wanted those guys to do bonds, as well.

Mr. DUBESTER. Okay. And did you feel that Judge Porteous was particularly influential because he came from the 24th JDC and was now a Federal judge?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. And plus, what was Judge Porteous's reputation at the 24th JDC?

Mr. LOUIS MARCOTTE. Yes, he brought strength when he at was the 24th, and he brought strength to the table when he was a Federal judge. So, I mean——

Mr. DUBESTER. Now, I want to ask you in particular about whether or not you made any request of Judge Porteous relative to Judge Bodenheimer after Judge Bodenheimer was elected.

Mr. LOUIS MARCOTTE. Yes. I wanted—again, you know, any judge that I got to the table—and I always say "get to the table" because it was always a luncheon, and I always thought a luncheon was the best time to, you know, develop a relationship——

Mr. DUBESTER. Listen to the question. Did you make a request of Judge Porteous relative to Judge Bodenheimer?

Mr. LOUIS MARCOTTE. Yes. I asked Porteous to start grooming him.

Mr. DUBESTER. Okay. Well, in other words, I just want to be clear here. It wasn't as though you would just have a random lunch and bring Judge Porteous. Did you make a request specifically of

Judge Porteous, in any way, shape, or form, to help you with Judge Bodenheimer?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. What do you remember asking? Use your vocabulary. Pretend you are saying—just say what it is that you said to Judge Porteous.

Mr. LOUIS MARCOTTE. Judge, tell this guy I am a good guy. Tell him that commercial bonds is the best thing for the criminal justice system and that—ask him would he take—ask him would he take your spot when—because you left now and I needed somebody to step in to Porteous's shoes so I can get the same things done that I got done when Porteous was there.

Mr. DUBESTER. Do you know whether or not Judge Porteous spoke to Judge Bodenheimer?

Mr. LOUIS MARCOTTE. Yes, he did.

Mr. DUBESTER. And after he spoke to Judge Bodenheimer, did your relationship with Judge Bodenheimer change as a result?

Mr. LOUIS MARCOTTE. Yes, it did. Bodenheimer became the Porteous of the 24th District Court.

Mr. DUBESTER. And, in 2002, was there a newly elected judge, Joan Benge?

Mr. LOUIS MARCOTTE. Yes, there was.

Mr. DUBESTER. And did you try to get to know Judge Benge better?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And was there a lunch at Emeril's restaurant in New Orleans that you caused to take place which included Judge Benge and others?

Mr. LOUIS MARCOTTE. Yes, there was.

Mr. DUBESTER. And did you try to get any judges to that lunch for the same purpose that you just described?

Mr. LOUIS MARCOTTE. Yes. The judges that I got to that lunch—I tried to get—I wanted Porteous to groom them as well so they would be accessible to me in the 24th.

Mr. DUBESTER. Just asking, did you want to get judges to that lunch?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And what judges did you ask go to that lunch?

Mr. LOUIS MARCOTTE. I asked Judge Benge and Bodenheimer and Judge Benge's secretary.

Mr. DUBESTER. Did you want to get Judge Porteous to that lunch?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. And why did you want Judge Porteous? He was a Federal judge then. He hadn't been on the State court bench in 8 years. Why was it good to have Judge Porteous?

Mr. LOUIS MARCOTTE. Because if the other judges saw me with a Federal judge, they would feel comfortable about my request as far as bonds.

Mr. DUBESTER. Now, you have seen a brief video of that lunch, is that correct?

Mr. LOUIS MARCOTTE. Yes, I have.

Mr. DUBESTER. I just want to—at that point I take it you did not know that you were under an FBI surveillance?

Mr. LOUIS MARCOTTE. No, I did not.

Mr. DUBESTER. I want to show you about a 30-second video. And from looking at it, I just want you to state nothing more than the following: Just tell the Members of the panel who is coming out of the restaurant as you see them appear on the screen.

Mr. LOUIS MARCOTTE. There is Judge Porteous. That is Sadie—that is Judge Benge's secretary. There is Bodenheimer. Me. And that is Judge Benge.

Mr. DUBESTER. And does that video fairly depict the fact, the exiting of the group from the restaurant on the day that you had Judge Porteous come?

Mr. LOUIS MARCOTTE. To that lunch?

Mr. DUBESTER. Yes.

And was it important to you to get Judge Porteous there when you were trying to get to know Judge Benge better?

Mr. LOUIS MARCOTTE. It was important to get Judge Porteous at any lunch, especially after—while he was on the 24th judicial bench and, really, more important to get him there after he was a Federal judge.

Mr. DUBESTER. By the way, at any point in time whatsoever, did you ever hear Judge Porteous warning any other State judge anything along the lines: Stay away from Louis Marcotte. He will give you things, he will compromise you, and he will pressure you, and you will lose your independence. Stay away from Louis Marcotte. He is corrupt.

Did Judge Porteous ever tell anybody that?

Mr. LOUIS MARCOTTE. Not that I know of.

Mr. DUBESTER. Instead, he vouched for you. Is that correct?

Mr. LOUIS MARCOTTE. He vouched for me.

Mr. DUBESTER. In 2004, did you plead guilty?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And did you fully cooperate?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. DUBESTER. And were you sentenced to prison?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. DUBESTER. And how much time did you serve?

Mr. LOUIS MARCOTTE. I got—I was sentenced to 37 months. I spent 18 months because I got the drug program.

Mr. DUBESTER. And you are aware that both Bodenheimer and another judge, Alan Green, were also convicted of corruption offenses relating to their taking things from you. Is that correct?

Mr. LOUIS MARCOTTE. Yes, they did.

Mr. DUBESTER. And as well as some sheriffs' deputies. Is that correct?

Mr. LOUIS MARCOTTE. Yes.

Mr. DUBESTER. And of all the judges who you gave things to, which one judge above all the judges was the most important to you in the growth of your business?

Mr. LOUIS MARCOTTE. Three years, Judge Porteous was.

Mr. DUBESTER. Okay. And what judge was the most influential with the other judges?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. DUBESTER. Which judge was the single most influential judge?

Mr. LOUIS MARCOTTE. Judge Porteous.

Mr. DUBESTER. And when you were giving things to Judge Porteous, did you know it was wrong?

Mr. LOUIS MARCOTTE. When I was giving things to him?

Mr. DUBESTER. Did you know it was wrong?

Mr. LOUIS MARCOTTE. Yes, I knew it was wrong.

Mr. DUBESTER. Did Judge Porteous ever show the slightest hesitation in accepting things from you?

Mr. LOUIS MARCOTTE. No, he did not.

Mr. DUBESTER. Okay.

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**TESTIMONY OF LORI MARCOTTE, NEW ORLEANS, LA**

Mr. DUBESTER. Ms. Marcotte, thank you for waiting so patiently; and, as I think I indicated to you yesterday, I only have some loose ends and gaps that I think you have knowledge of and this will not be lengthy. We appreciate that you came all the way from New Orleans as a witness, and I wanted to cover just a few brief matters with you.

As to Rhonda Danos, did you form a relationship with Rhonda?

Ms. LORI MARCOTTE. Yes. Yes, I did.

Mr. DUBESTER. And did you ever take—did you ever go to Las Vegas with Rhonda?

Ms. LORI MARCOTTE. Yes, I did.

Mr. DUBESTER. How many times do you think you took Rhonda Danos to Las Vegas?

Ms. LORI MARCOTTE. Four or five times.

Mr. DUBESTER. And were some of those times when Judge Porteous was a State judge and sometimes a Federal judge?

Ms. LORI MARCOTTE. That is correct.

Mr. DUBESTER. Do you remember any of the hotels you stayed at?

Ms. LORI MARCOTTE. I'm sorry. I couldn't hear you.

Mr. DUBESTER. Do you remember any of the hotels?

Ms. LORI MARCOTTE. The Luxor Hotel. The Mirage Hotel. The Golden Nugget. We had a dinner at a bunch of places, too, and the convention and a few places.

Mr. DUBESTER. Did you ever provide her other entertainment?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. Can you give some examples of that?

Ms. LORI MARCOTTE. We saw Siegfried & Roy, the Blue Man. Whatever shows were in Las Vegas every night.

Mr. DUBESTER. Did you ever take her to the Rolling Stones, pay for Rolling Stones ticket?

Ms. LORI MARCOTTE. Yes. That was in New Orleans.

Mr. DUBESTER. And the very first time that you took Rhonda Danos to Las Vegas, did you know her well?

Ms. LORI MARCOTTE. Not really.

Mr. DUBESTER. Okay. Well, how did it come about that you took Judge Porteous's secretary, a woman who you did not know very well, to Las Vegas? How did that occur?

Ms. LORI MARCOTTE. Well, we would go to Judge Porteous's office to get bonds set or split, and I started speaking to her at the desk

and asked her to come to Las Vegas. We were having a bail bond convention, and we asked her to come along.

Mr. DUBESTER. Was it important to you to have a good relationship with Rhonda Danos?

Ms. LORI MARCOTTE. Of course.

Mr. DUBESTER. Why was that?

Ms. LORI MARCOTTE. Because she is the secretary of the judge, and she has access to him. And she does things to set bonds like call the jail, to call the bond in once it is set or split. To have access to the judge.

Mr. DUBESTER. Did you ever explicitly thank her or link anything that you gave her with the fact that she had been so good to you?

Ms. LORI MARCOTTE. Yes, all the time.

Mr. DUBESTER. And did Judge Porteous know you were giving her things, too?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. To your recollection, did Louis go with Judge Porteous to Las Vegas once or twice?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. Which was it, once or twice, to your recollection?

Ms. LORI MARCOTTE. I remember twice. But one time is kind of vague, but one time is very clear.

Mr. DUBESTER. And do you remember—you heard Louis testify that you gave cash back from at least one Las Vegas trip to Rhonda. Do you recall him testifying to that a few minutes ago?

Ms. LORI MARCOTTE. Yes, I do.

Mr. DUBESTER. And what do you remember about giving cash to Rhonda?

Ms. LORI MARCOTTE. I remember standing in her office, with another attorney, handing her the money.

Mr. DUBESTER. I want to ask about one other. I have asked your brother about meeting with Judge Benge and meeting with—and Judge Bodenheimer. I want to ask you a question about another judge who you all met with when Judge Porteous was a State judge. Did you ever try to form a relationship with a Justice of the Peace Kerner from Lafitte?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. Tell the Members about what that consisted of.

Ms. LORI MARCOTTE. Well, we were trying to get other judges, as many judges as we could, to set bonds. And we understood about the Justice of the Peace's ability to set bonds, and we started to get other Justices of the Peace to set bonds. And we wanted Judge Kerner on, Justice of the Peace, to set bonds for us, too. Judge Porteous's secretary is from Lafitte, and that is where Judge Kerner is the Justice of the Peace, in Lafitte.

Mr. DUBESTER. So did you go to lunch and try to——

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER [continuing]. Work your magic on Judge—Justice of the Peace Kerner?

Ms. LORI MARCOTTE. Yes. We had Rhonda set up a lunch and had Judge Porteous attend. And we went to the Beef Connection and we showed up. My brother had the law book in his hand, and

we had instructed Judge Porteous to explain about the power of the Justice of the Peace being able to set bonds. And he did.

Mr. DUBESTER. Okay. And ultimately was Justice of the Peace Kerner very receptive to your attempts to have him set bonds for you?

Ms. LORI MARCOTTE. No, he was not.

Mr. DUBESTER. And just to set the stage, let me get this right. You are going to lunch with this person you have never met, and Judge Porteous is there, and you go to lunch and your brother Louis takes out a law book and starts talking to Justice of the Peace Kerner. Is that what happened?

Ms. LORI MARCOTTE. Pretty much. Yeah.

Mr. DUBESTER. And Judge Porteous made that happen, correct?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. And ultimately it didn't take, though, did it?

Ms. LORI MARCOTTE. No.

Mr. DUBESTER. Okay. And I want to—I have asked your brother about Judge Bodenheimer. I want to ask about another judge who pleaded guilty, Judge Green. Do you recall Judge Porteous having any role in your and your brother's ability to form a relationship with Judge Green?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. And what do you remember about that?

Ms. LORI MARCOTTE. I remember setting up a lunch with some other judges and some attorneys and Judge Porteous and Rhonda, and we had—they had invited or we had invited Judge Green who was newly elected. And, I mean, it is pretty clear because that was really the first lunch where Judge Porteous had explained the concept of splitting bonds. That was kind of like the stage for everything else that would happen.

Mr. DUBESTER. And you remember specifically Judge Porteous being present at a lunch?

Ms. LORI MARCOTTE. Yes.

Mr. DUBESTER. And helping you form a relationship with Judge Green?

Ms. LORI MARCOTTE. Yes. That lunch is very vivid.

Mr. DUBESTER. Okay.

That is all I have of these two witnesses. I appreciate the Chairman's indulgence of the time that I have taken.

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Mr. SCHIFF. Thank you, counsel.

We are going to break. We have a series of votes coming up, and this will also give you a chance to grab some lunch. Why don't we resume—it is almost noon. Why don't we resume at 1. So we will be in recess until 1.

[Recess.]

Mr. SCHIFF. This hearing of the Task Force will now come to order.

Mr. Marcotte, Ms. Marcotte, I am going to ask a few questions and then invite my colleagues to do so. If at any time you can't hear me, because I know these mics kind of come in and out, stop me and let me know. I want to just follow up on one of my colleague's questions earlier, just to clarify.

Ms. Marcotte, the lunch with Justice of the Peace Kerner, was that at a time when Judge Porteous was on the State court or on the Federal bench?

Ms. LORI MARCOTTE. That was the Federal bench.

Mr. SCHIFF. Thank you.

Mr. Baron in his introduction earlier this morning talked about an extraordinary number of bail applications that were brought to Judge Porteous right before he left the State bench. And I think—I can't remember what the phrase was that was used, but, Mr. Marcotte, was there an effort made to sort of get them all in while he was still on the bench, on the State bench, and prior to his leaving for the Federal bench?

Mr. LOUIS MARCOTTE. Well, we wanted to try to make as much money as we could while he was on his way out. You know. Am I answering the question, or am I not hearing correct?

Mr. SCHIFF. No, you are hearing. Did you for that reason bring as many bail applications to him in those last couple of months as you possibly could?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. SCHIFF. And would you say that you brought more bail applications in those last 2 months than in prior months? Or was it just you wanted to make sure that everything you could possibly bring, brought to him?

Mr. LOUIS MARCOTTE. Well, I wanted to make sure that I could make every nickel before he left in those months.

Now, prior to that, you know, there was a ton of bail applications as well, but my words were "Well, let's wear him out."

Mr. SCHIFF. And who did you use those words with in discussion?

Mr. LOUIS MARCOTTE. Everyone who saw him on bonds, including me, my sister, and other people that worked in my office at the time.

Mr. SCHIFF. So meaning you wanted to wear him out by bringing as much as you possibly could do and get them done, make as much as you could before he left for the Federal bench?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. Did he ever raise any objection with your calling him on the weekends or in the evenings or early in the morning before the Magistrate showed up?

Mr. LOUIS MARCOTTE. I am sure at times he was tired of us calling him and aggravated, but he still did them.

Mr. SCHIFF. You talked in your earlier testimony about the judge setting aside convictions of two of your employees, one of whom was also your brother-in-law. Correct?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. And these are folks that not only worked for you but that were involved in doing favors for the judge?

Mr. LOUIS MARCOTTE. Yes, sir. Both of them. Only in a running capacity. I was the one that done for the judge in the financial capacity. Those guys were just runners for me.

Mr. SCHIFF. So when the judge would say he had a car that needed a repair or a fence that needed a repair, he would tell you that. You would then ask either Mr. Wallace or Mr. Duhon, was it?

Mr. LOUIS MARCOTTE. Yes, sir. That is what I did.

Mr. SCHIFF. And they would go and they would do the task for the judge?

Mr. LOUIS MARCOTTE. Yes, sir. And I am sure, you know, being around Judge Porteous, they became—you know, they weren't with him at lunch like me all of the times. I have taken them sometimes with me, but they developed a relationship on their own with him by, you know, picking up the keys and bringing them back and fixing the cars and—you know. But it wasn't the relationship that I had with him.

Mr. SCHIFF. But just so that we are clear, Judge Porteous knew both of these men, also?

Mr. LOUIS MARCOTTE. Yes, sir, he did.

Mr. SCHIFF. Knew them because they would pick up keys when he needed cars fixed. So he was aware that both of these people that he later set aside convictions for had been doing favors for him through you?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. And Mr. Wallace was the one who fixed the fence?

Mr. LOUIS MARCOTTE. Mr. Wallace and Mr. Duhon.

Mr. SCHIFF. And Judge Porteous was aware that those two people were involved in fixing his fence?

Mr. LOUIS MARCOTTE. Yes, sir, they were—he was.

Mr. SCHIFF. During the court proceedings, if you know, when the convictions were set aside for those two employees, do you know whether Judge Porteous ever disclosed to the prosecutors or any of the other court personnel that the people he was setting aside convictions for had done him personal favors or given him gifts or gratuities of that nature?

Mr. LOUIS MARCOTTE. I don't know that. I don't know if he told prosecutors of any kind that that is what he—you know, they were doing favors. That is why he wanted to do it. I mean, he is a smart guy. I don't think he would disclose that to prosecutors.

Mr. SCHIFF. Were you present at either of the court proceedings where the convictions were set aside?

Mr. LOUIS MARCOTTE. No, I was not. Now, I don't know if the court—I don't know if they were set aside in the courtroom or in the chambers. I don't know that.

Mr. SCHIFF. You mentioned that, with respect to Mr. Wallace, that Judge Porteous expressed a reservation about setting aside the conviction until his confirmation took place. Can you tell us a little bit about that conversation? You said you had to press him. Did he tell you why he was concerned it would affect his confirmation?

Mr. LOUIS MARCOTTE. Because if anyone—if the newspaper grabbed hold of it, then he would be worried that it would interfere with him being—his confirmation.

Mr. SCHIFF. So he was aware that this was something that——

Mr. LOUIS MARCOTTE. Probably wasn't kosher.

Mr. SCHIFF. And, for that reason, the Senate might not confirm him if he knew that he was setting aside a conviction as a favor to you?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. Can you tell us a little bit about the conversations you had with him where he indicated that he was concerned with

confirmation if they found out about this or if the newspapers made it public?

Mr. LOUIS MARCOTTE. Yeah. He just didn't want to make himself—he was worried about the confirmation, but he was trying to—he didn't want anything to come up that would, you know, cause him a problem from being confirmed.

Mr. SCHIFF. And can you tell us what his words were, as best you can recall, how he expressed to you his concern that things might become public?

Mr. LOUIS MARCOTTE. He said, "Louis, I am not going to let Wallace get in the way of me of becoming a Federal judge and getting appointed for the rest of his life to set aside his conviction. Wait until it happens, and then I'll do it."

Mr. SCHIFF. You testified earlier about fixing his cars, transmission, air conditioning, radios, his son's cars. There were three cars, I guess, involved? His car, his wife's car, and his son's car?

Mr. LOUIS MARCOTTE. There may have been a fourth car, because it might have been his wife, his car, and he had two sons. I think maybe they both had cars. But I could be wrong. It was either two or three cars—or four.

Mr. SCHIFF. Can you give us an estimate over the years—and I know it is difficult to be precise, but how much you think you——

Mr. LOUIS MARCOTTE. I would think somewhere maybe $1,000 on the cars every 2 months or every month and a half.

Mr. SCHIFF. So you would spend about $1,000 every couple of months for various——

Mr. LOUIS MARCOTTE. Between 1 or 2 months. Yeah.

Mr. REGAN. Let him finish his question.

Mr. LOUIS MARCOTTE. I'm sorry, sir. Yeah.

Mr. SCHIFF. That is okay.

So you would do various repairs on various cars of the Porteouses.

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. And how many years would that take place?

Mr. LOUIS MARCOTTE. That took place I guess maybe, you know, 4 or 5 years.

Mr. SCHIFF. So just in terms of ballpark, would it be fair to say that over that period of time you probably spent in excess of 10 or maybe $20,000 on automotive repairs for Judge Porteous?

Mr. LOUIS MARCOTTE. I don't know if it was 20, but maybe, you know , probably 10. You know, again, I am just guessing. It has been a long time. But I know it is in between, you know, 8 and 15, you know? Something like that.

Mr. SCHIFF. And you would have lunch with the judge about how often?

Mr. LOUIS MARCOTTE. Probably once or twice a week.

Mr. SCHIFF. And on an average lunch, what would the total bill be?

Mr. LOUIS MARCOTTE. Between 2 and $300. You know, and it would—if I had a lot of people with us, then it could go a lot higher. You know, if I was bringing other judges to the table, if I was bringing more of my employees to the table; or if it was just me, him, and two lawyers or something, it would be less. So I would say anywhere between 2 and 400.

Mr. SCHIFF. And in terms of what you were spending on the judge at one of these lunches between what he had for lunch at one of the steakhouses, and I think you testified that he would have five vodka drinks, what would his part of the tab generally cost?

Mr. LOUIS MARCOTTE. His tab alone?

Mr. SCHIFF. Yeah.

Mr. LOUIS MARCOTTE. Out of the five or six people that were at the table at the time?

Mr. SCHIFF. Yes.

Mr. LOUIS MARCOTTE. I would say 60, 70 bucks, 80 bucks.

Mr. SCHIFF. And that would be a couple times a week?

Mr. LOUIS MARCOTTE. That would be a couple times a week.

Mr. SCHIFF. And, over the years, then you would spend literally thousands of dollars paying for meals for Judge Porteous?

Mr. LOUIS MARCOTTE. Yes. And there was other circumstances where he brought his friends, you know, that maybe couldn't benefit me. But they were his friends, you know.

Mr. SCHIFF. In discussing the payment for the trip to Las Vegas, I think you used the term that to disguise the payment for the trip that you took various steps to deliver cash and to pay directly for plane reservations and that type of thing. Whose idea was it to make sure that the payment for the trip was disguised? How did that come about? In other words, why was that done, rather than just giving him a check?

Mr. LOUIS MARCOTTE. I think it was my idea, and I think it was also Porteous's idea to get Rhonda to—you know, he wanted to disguise it through Rhonda, and so did I.

Mr. SCHIFF. And can you tell us what he said to you that indicated to you that he wanted this disguised as well?

Mr. LOUIS MARCOTTE. Well, he said it to Rhonda, and then Rhonda said it to us, you know: The judge really don't want you all to pay directly. You all are going to pay me, and then I am going to write the checks.

Mr. SCHIFF. And did she explain why the judge didn't want you to pay directly? Or was that pretty obvious?

Mr. LOUIS MARCOTTE. Because, again, it wouldn't look good if a judge was going to Las Vegas with a bail bondsman.

Mr. SCHIFF. You mentioned with respect to Mr. Duhon that it was a different judge that had sentenced him.

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. And in the ordinary course of events, if you were going to seek to set aside a conviction, you would go to the judge in whose department or courtroom the person was convicted. Is that right?

Mr. LOUIS MARCOTTE. Right. The protocol is, if a case is allotted to one judge and that judge sentences that person, that should be the only judge that could expunge his record or set aside the conviction. And in this case, Judge Porteous set aside Duhon's conviction in his section when it was in E.V. Richards's section of court.

Mr. SCHIFF. E.V. Richards is another judge?

Mr. LOUIS MARCOTTE. Yes.

Mr. SCHIFF. Did you first try to go to E.V. Richards, or did you——

Mr. LOUIS MARCOTTE. I believe I asked Judge Porteous to go to E.V. Richards.

Did he go? I don't know. Did he tell me he went? Yes.

So, you know, I don't think I would have any disbeliefs that, you know, if he told me that he went to him. But I really don't know if he went to him because I wasn't present when he supposedly asked E.V. Richards: Will you expunge Jeff Duhon's record?

Mr. SCHIFF. But you didn't go to E.V. Richards yourself?

Mr. LOUIS MARCOTTE. No, sir, I did not.

Mr. SCHIFF. So you didn't try to go to that judge first. You went directly to Judge Porteous?

Mr. LOUIS MARCOTTE. Right. Bonds were one thing, you know, that was acceptable in the courthouse for a bondsman to go to a judge and ask him to set a bond at that time. But to go ask, you know, for me to play lawyer and ask E.V. Richards to set aside a conviction with a motion that a lawyer would draw up would be totally, you know, inappropriate.

Mr. SCHIFF. And you didn't have the kind of relationship with E.V. Richards where you could go directly to that judge the way you could with Judge Porteous?

Mr. LOUIS MARCOTTE. No, I did not.

Mr. SCHIFF. You testified earlier about reservations that Judge Porteous had about setting aside Wallace's conviction before the confirmation. When you went to him about the Duhon conviction, did he express any reservations about doing it?

Mr. LOUIS MARCOTTE. Duhon's conviction? He said that it would be very hard to do Duhon's conviction because it is not in my section. Wallace's would be easier because the case is in my section.

Now, Wallace—he wasn't the sentencing judge for Wallace. Whoever Porteous's predecessor was before Porteous was the one who gave Wallace the time, but the case would still follow the same division.

Mr. SCHIFF. And tell us what the conversation that you had with him about Duhon. Did he express to you: What you are asking me isn't going to be easy because that is not in my department?

Mr. LOUIS MARCOTTE. I am sorry. I couldn't hear.

Mr. SCHIFF. If you could tell us about the conversation you had with Judge Porteous when you asked him to set aside the Duhon conviction. Did he tell you that what you were asking was going to be difficult because the case was before a different department?

Mr. LOUIS MARCOTTE. Yes, he did. He said: I have to get E.V. Richards to agree to it and have him do it. And then me, a guy who doesn't take no for an answer, I kept pushing him to go to Richards. And he did it. Richards wouldn't do it, so Porteous wound up doing it for me even though he didn't have the authority to do it.

Mr. SCHIFF. And when you were pushing him to do this for you, what arguments did you use? Did you ever make reference to: "Hey, judge, look at all the things I have done for you. Can't you do this for me? Did you ever bring up with him——"

Mr. LOUIS MARCOTTE. No, I didn't bring any of that up. But I kept saying: "Judge, I really need to get him licensed in my office or I am going to have to fire him." Because the Commission's new rules are now, to accept premium inside of any insurance agency or negotiate any kind of bonds, you have to be licensed with the

Commission of Insurance; and Jeff wasn't licensed. So I was operating illegally with Jeff in my office negotiating bonds and taking premiums because he was a convicted felon without a license. And that could cause me problems with the Commission of Insurance, and I could be shut down.

Mr. SCHIFF. And so at some point the judge said, all right, he would do it?

Mr. LOUIS MARCOTTE. And at some point the judge said: "Okay, I'll do it."

Mr. SCHIFF. And was the conviction in that case set aside by the other judge at the request of Judge Porteous, or did the case get transferred to Judge Porteous so that he could set it aside?

Mr. LOUIS MARCOTTE. Well, there was no transferring the case. He took the record, brought it into his division, and then he expunged it.

Now, was the D.A. present when he did that? I don't know. All I saw was the paper that it was expunged. And if I can vaguely remember, I believe I had one of my lawyers staying in for that expungement, one lawyer that I was sending criminal work to.

Mr. SCHIFF. You mentioned that you were aware of Judge Porteous's financial circumstances. At the time, or really at any time, did the judge ever ask you for cash rather than help with a car, help with something else? Did he ever ask you for money?

Mr. LOUIS MARCOTTE. He never did ask me for cash, ever.

Mr. SCHIFF. Did you ever give him cash?

Mr. LOUIS MARCOTTE. No, sir.

Mr. SCHIFF. Other than——

Mr. LOUIS MARCOTTE. The only thing I ever gave him was gifts that—gifts that had value that—you know, it was a gift that was worth cash, but it wasn't money that I put in his hand ever.

Mr. SCHIFF. And what kind of gifts that had the value of cash are you referring to?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. SCHIFF. You said you gave him gifts that had the value of cash but not cash itself.

Mr. LOUIS MARCOTTE. Like the repairs on his car, the money I spent on his tires, the shrimp that I gave him, the radio that I put in his car, the fixing of his automobiles. And the closest I ever gave cash to him was the money that I gave to Rhonda to deposit for the trip. But I have never gave him cash to do a bond.

Mr. SCHIFF. You mentioned you were aware——

Mr. LOUIS MARCOTTE. Only gifts.

Mr. SCHIFF [continuing]. That he was a gambler. When did you become aware of him being a gambler?

Mr. LOUIS MARCOTTE. Well, even before I was really close with him, I knew he went to the casinos and stuff like that. And then as time progressed I heard about him going to the casinos more and more and more, and then—you know, maybe we was at lunch quite a few times, and he would say: Well, after I leave here I'm going to a casino. And when we was in Las Vegas, you know, he wouldn't leave the table, you know. He gambled from the—I mean, there was times that I bought tickets for shows for us to go to and he wouldn't leave the table to go to the shows. He just kept gambling.

Mr. SCHIFF. And by "the tables," you mean poker tables or craps tables?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. SCHIFF. I want to ask you a little bit more about your conversation with Judge Porteous around the time of the FBI interviewing you regarding Judge Porteous's confirmation. You say you think that the judge was the one who referred the FBI to talk with you. Is that based on something the FBI said when they came to see you, or why do you think that they got your name from him?

Mr. LOUIS MARCOTTE. You know, I really don't remember. Either Porteous told me that they were coming to see me, or the FBI knew on their own that I was close with him and they saw me and other lawyers who that they already knew that was close with him through other people they may have questioned. But I am really not exactly sure, but I think I am almost 100 percent sure Porteous told me: "The FBI is coming to see you."

Mr. SCHIFF. And how soon after the FBI interviewed you did you talk to Judge Porteous about what they asked you and what you said?

Mr. LOUIS MARCOTTE. Right away. You know, maybe the next day we went to lunch and I told him: This is what these guys said, this is what they asked, and this is what I told them.

Mr. SCHIFF. Did he ask you at this lunch the next day or so, you know, what happened during the FBI interview, or what did you say? Do you remember whether you brought it up or he brought it up?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. SCHIFF. When you had your first interview with Judge Porteous after the FBI interview, did he ask you what took place, or did you volunteer it? Who brought up the subject?

Mr. LOUIS MARCOTTE. He asked me. I mean, it all happened within a couple of minutes. Hey—I said, judge, the FBI. And he said, what did they say? You know. And I told him everything that they said.

Mr. SCHIFF. So you told him about the questions they had asked you about his gambling, about his financial situation, about anything that might bear adversely on his confirmation? You told him about those questions you were asked by the FBI?

Mr. LOUIS MARCOTTE. Yes.

Mr. SCHIFF. And you told him basically that——

Mr. LOUIS MARCOTTE. "Judge, I gave you the clean bill of health with them."

Mr. SCHIFF. And was it clear in your conversation with him that you did not tell the FBI anything about the gifts and car repairs and fence repairs and other things you had done for the judge?

Mr. LOUIS MARCOTTE. No. I didn't tell them that, because I knew it would hurt him, and I was trying to protect him because he was really good to me.

Mr. SCHIFF. What I am asking, though, is was it clear from your conversation with Judge Porteous? Did you make it clear with Judge Porteous that you didn't tell the FBI any——

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. SCHIFF [continuing]. Of these things with your relationship with him that would have harmed his confirmation?

Mr. LOUIS MARCOTTE. Actually, no, because they didn't ask those questions about, you know, his car repairs and shrimp or anything. I just told him what they asked about.

Mr. SCHIFF. Let me ask you—while we look for that, let me ask just a couple more questions.

At the meeting that took place, I guess the lunch meeting with Judge Porteous and with Judge Bodenheimer where you hoped that the judge would sort of bring him in to have the same kind of relationship with you——

Mr. LOUIS MARCOTTE. In other words, I wanted the judge—you know, number one, Bodenheimer really respected Porteous. And I wanted Porteous to groom him so, you know, I would have a predecessor to Porteous after he was gone and I would have someone who would do the bonds for me, you know, like Porteous done them.

Mr. SCHIFF. And did you tell Judge Porteous that you wanted him to help groom Judge Bodenheimer? Did you use that term with him?

Mr. LOUIS MARCOTTE. Yes, sir, I did.

Mr. SCHIFF. And did Judge Porteous tell you whether he was willing to do that?

Mr. LOUIS MARCOTTE. He would always say: "I'll talk to him."

Mr. SCHIFF. During the lunch you had with the two judges, Porteous and Bodenheimer, did Judge Porteous or you ever indicate the benefit to Judge Bodenheimer by being available to you in terms of setting bonds, splitting bonds, or any of those things? Did either of you ever convey to Judge Bodenheimer what he could expect from it by way of lunches or car repairs or anything else?

Mr. LOUIS MARCOTTE. We never discussed that. He would just discuss, you know, how good it would be for the criminal justice system if he did these bonds.

Mr. SCHIFF. But in terms of that meeting, you didn't have any conversation about the personal benefit that Judge Bodenheimer could——

Mr. LOUIS MARCOTTE. Well, I think he would—I am sorry. I think he would say that you'll never have to buy lunch again.

Mr. SCHIFF. I am going to reserve that last question until we find the exhibit I was looking for; and at this point let me turn it over to my colleague, Mr. Goodlatte.

Mr. GOODLATTE. Thank you, Mr. Chairman.

Mr. Marcotte, how old are you?

Mr. LOUIS MARCOTTE. I am 48.

Mr. GOODLATTE. So at the time you got into the bail bonds business you were in your late 20's?

Mr. LOUIS MARCOTTE. Probably 18.

Mr. GOODLATTE. Oh, 18?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. GOODLATTE. So in the early '80's?

Mr. LOUIS MARCOTTE. 1970—to be exact, 1978.

Mr. GOODLATTE. So this arrangement you had with Judge Porteous, was that the first judge where you had this kind of arrangement? Or did you have that going on before that, too?

Mr. LOUIS MARCOTTE. No, sir, I didn't. See, there was a time that the criminal justice system implemented taxes on every bond

that was written. So in the old days if I had a hundred thousand dollar bond and I wrote for my insurance company, the premium to the—I had a contract with my insurance company that I was 100 percent liable for every bond that I wrote. Okay? The day I don't pay that bond, the insurance company cuts me off. Okay?

Well, my premium—if you take 100 percent—if you take 90 percent of the insurance premium, then you have all of the risk on the bond. So if you only—if this insurance company only takes 10 percent of the 10 percent—which——

Okay, let me explain. If the bond was a thousand, I would get 900 and the insurance company would get 100. Okay. In the old days, I didn't need judges. I didn't need lawyers. I didn't need any of that. If the bond was set at $100,000 and the people had $2,000 or $3,000, I paid $1,000 to my insurance company and I still made $3,000. I set the people up on a balance. If it is a good bond, whether they paid me or not, I still made money.

So what happened, as time progressed, they started putting in fees at the jail. So the fees got almost all the way—they started at 2 percent of the bond, then 2½, then 3, then 4, so that now the fees are almost 40 percent at the jail. So at some point I needed the judges, because by the time I paid the insurance company, put a half a percent on the side for my reserve account, and to have a 40 percent tax, all of a sudden my bond costs was 50 percent.

Mr. GOODLATTE. And were these fees that were charged at the jail legitimate fees?

Mr. LOUIS MARCOTTE. They were fees that went to the IDB, the Sheriff, the Indigent Defendant Board, and the District Attorney's Office.

Mr. GOODLATTE. These were taxes, essentially.

Mr. LOUIS MARCOTTE. It was a tax.

Mr. GOODLATTE. They were a statutory, lawful requirement. They weren't fees you had to pay in order to accomplish anything.

Mr. LOUIS MARCOTTE. They were statutory laws that were implemented by the State.

Mr. GOODLATTE. But, originally, if you just had to pay effectively 1 percent of a $100,000 bond to the insurance company, even if you didn't get the full $10,000, you were still making money?

Mr. LOUIS MARCOTTE. I was still making money, as long as I was writing good bonds. And I set them up with the balance. So once that 50 percent tax came in, now I have got a $100,000 bond and I need six grand that has to go to the insurance company and to the courts.

Mr. GOODLATTE. Was Judge Porteous the first judge who was receptive to your suggestions about how to set the bond levels?

Mr. LOUIS MARCOTTE. Well, the taxes came in a little bit before Porteous. And what I have done at that point—you see, my sister and I, you know, we grew up really poor in our life. We didn't have connections with, you know, lawyers when we got in the bail bond business. So—we didn't have connections with judges, period. So what we would do to get the bonds reduced, if we had a $5,000 bond and the people had $500, we would give a lawyer $150 to go see the judge and get the bond reduced. So the lawyers would go and get the bonds reduced, and we were paying them a fee out of our premium to do that. And then as time progressed, you know,

we started going to lunches with the lawyers that were getting the bonds reduced, and then we started—and the judges were there, too. So—and then we started developing our own relationship with the judges.

Now, in the real old days, you know, I am talking about 25 years ago when I went to work for a guy who was a bail bondsman, for 30 years before I got there, he was close with a couple of judges, and I used to be able to call him to set and reduce the bonds. But after I left him, he was in business for a couple years and none of the judges wanted to fool with me, so I had to get all the lawyers to get the bonds reduced.

But what happened with me was going on with this other guy. I mean, he is the one who trained me, you know? And he is the one who was getting the bonds reduced with the judges, and he is splitting bonds and all of that stuff. And then after I left him, then I needed lawyers to do it. And then, after that, I started getting them done with the lawyers at that point, and that is when Porteous came in.

Mr. GOODLATTE. Did you do any bail bonding in Federal court?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. GOODLATTE. And how did that work?

Mr. LOUIS MARCOTTE. We didn't get a lot of Federal bonds because, you know, they had cash deposits that they had to pay and there was a lot of personal surety there. But we would get maybe three or four a month.

Mr. GOODLATTE. And did that continue after Judge Porteous went on the Federal bench?

Mr. LOUIS MARCOTTE. No, it didn't, because—you know, I vaguely remember asking Porteous could he talk to the Magistrate Louie Moore to set more commercial bonds in the Federal system. Now, again, you know, he said that he would do it. But did he actually do it and just came back and danced with me and said he did? Or—I think he may have told me—well, you know, at some point, after I kept asking him, I think he said Louie Moore backed up and he wasn't receptive to doing the commercial bonds.

Mr. GOODLATTE. So when Judge Porteous got nominated to the Federal bench, what was your reaction to that?

Mr. LOUIS MARCOTTE. I know my sales are going to drop to nothing. That was my reaction to myself. I didn't express that reaction to anyone else.

Mr. GOODLATTE. And after he got on the Federal bench, did you continue to have any relationship with him?

Mr. LOUIS MARCOTTE. Yes, I did. Not—you know, not like I had, because, you know, he was—I still viewed him as a friend, but, you know, I needed to start working on other people in the criminal justice system that I could make money with.

Mr. GOODLATTE. That is why you asked him to intercede with Judge Bodenheimer and other judges?

Mr. LOUIS MARCOTTE. Yes, to groom these other people so that other people could step in where he left off.

Mr. GOODLATTE. The interview with the FBI that Chairman Schiff asked you about, when did that take place?

Mr. LOUIS MARCOTTE. I think right—I don't know dates, you know. I think right before the interview with the FBI, before he was confirmed?

Mr. GOODLATTE. Were you interviewed by the FBI before he was confirmed?

Mr. LOUIS MARCOTTE. Yes, there were two interviews, and—there was two interviews.

Mr. GOODLATTE. One was in August 1994?

Mr. LOUIS MARCOTTE. Of course I don't remember the exact dates, but, yes. And then the other one was—I don't remember the dates, sir.

Mr. GOODLATTE. But both were in relationship to his——

Mr. LOUIS MARCOTTE. Confirmation.

Mr. GOODLATTE. Confirmation.

What about later on when they were investigating this whole matter? And we are talking years later. Did they interview you with regard to Judge Porteous at that time?

Mr. LOUIS MARCOTTE. What matter?

Mr. GOODLATTE. The investigation, the Wrinkled Robe investigation.

Mr. LOUIS MARCOTTE. Did they interview me?

Mr. GOODLATTE. Yes, regarding Judge Porteous.

Mr. LOUIS MARCOTTE. Yes. Years—I mean, they raided my office in 2002, and I didn't start cooperating with them until 2004. At that point—no. Well, I know the U.S. Attorneys Office didn't, because they couldn't interview me because Porteous— his situation on the Federal bench, the U.S. Attorney Washington had to do it. Now, the FBI agents were able to interview me, but the U.S. Attorneys Office had to recuse themselves.

Mr. GOODLATTE. Now, going back to the interviews you had with the FBI in 1994, around August, 1994, and then you subsequently met with Judge Porteous and you told him about your conversations with the FBI. Is that correct?

Mr. LOUIS MARCOTTE. In 2004?

Mr. GOODLATTE. In 1994.

Mr. LOUIS MARCOTTE. In 1994? No, I didn't meet with Porteous in 1994. I met with his lawyer, Cyle Schonekas.

Mr. GOODLATTE. Now, when you were interviewed by the FBI with regard to his background information leading up to his confirmation as a U.S. district court judge——

Mr. LOUIS MARCOTTE. In 2004, or when?

Mr. GOODLATTE. Of 1994. August 1994.

Mr. LOUIS MARCOTTE. Okay.

Mr. GOODLATTE. You met with the FBI, and then I think you just testified to the Chairman that you then subsequently had lunch with Judge Porteous. Is that correct?

Mr. LOUIS MARCOTTE. In 1994? Yes. Yes, I did. And I told him what I said, you know, that—everything that they asked me.

Mr. GOODLATTE. And you told the FBI inaccurate, misleading, and false information regarding the relationship you had with the judge, or you omitted information?

Mr. LOUIS MARCOTTE. Like I stated, I lied to them.

Mr. GOODLATTE. And did Judge Porteous understand during your conversation with him that you had lied to the FBI for him?

Mr. LOUIS MARCOTTE. I didn't actually say "I lied for you, Judge." I just told him everything that he—everything that they asked me. So, you know, if you could read it, all the questions: If he wasn't an alcoholic and all of that. He had to figure out in his own head that I was lying for him.

Mr. GOODLATTE. Do you think he was capable of doing that?

Mr. LOUIS MARCOTTE. Absolutely.

Mr. GOODLATTE. Mr. Marcotte, did Judge Porteous ask you for car repairs or other things of value while you were in his court chambers discussing bail bonds at any time?

Mr. LOUIS MARCOTTE. I think, you know—again, I don't remember exactly, but there could have been times after he done the bonds. He would say: "Hey, by the way, Timmy's car's broke. Could you go have Skeeter go pick it up?"

And they also called a lot. You know, Rhonda would call and say, "Hey, look, one of the cars are broken. Can you get it?"

And then after that, you know, once we started fixing the cars, then I would start calling in the bonds. I would open the gates a little more, you know, when I was doing something.

Mr. GOODLATTE. Did Judge Porteous have any conversations with you directly about the timing of Aubrey Wallace's expungement.

Mr. LOUIS MARCOTTE. Did he have what?

Mr. GOODLATTE. Did he have any conversations with you regarding the timing of Aubrey Wallace's expungement?

Mr. LOUIS MARCOTTE. I mean, not with dates. But after he was confirmed, he would do it. So, I mean, was it a couple of months? I don't know the dates. But was it a couple of months or a month after, he did it, you know.

Mr. GOODLATTE. But, I mean, did he discuss with you when he would do it, the timing of it?

Mr. LOUIS MARCOTTE. Just, "I will do it after I am confirmed."

Mr. GOODLATTE. And did Judge Porteous say he wanted to wait until the last days of his State court term to expunge Wallace's record because he believed that timing was beneficial in relation to his Senate confirmation?

Mr. LOUIS MARCOTTE. Yes, he did.

Mr. GOODLATTE. And I think you have already answered this question regarding Jeffrey Duhon. The reason you approached Judge Porteous to set aside the burglary conviction of Mr. Duhon was that you had a better relationship with Judge Porteous than you did with the judge who actually handed down the sentence.

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. GOODLATTE. Okay. Thank you.

Chairman, thank you.

Mr. SCHIFF. Thank you.

The gentleman yields back.

Mr. Marcotte, I have the exhibit that I was looking for earlier. I just want to ask you a couple of quick questions about it before I turn to Ms. Jackson Lee. These were questions that the FBI asked you about during the pre-confirmation period. The FBI interview says, "He advised," meaning Mr. Marcotte, "that the candidate will have a beer or two at lunch, but he has never seen him drunk."

Does that refresh your recollection as to whether you would have told Judge Porteous, "They asked me about your drinking"?

Mr. LOUIS MARCOTTE. Yes.

Mr. SCHIFF. And would you have told Judge Porteous that you told them that you had seen him have a drink?

Mr. LOUIS MARCOTTE. I said I saw him have a few beers or two.

Mr. SCHIFF. But you made it clear to him you didn't tell them the full extent of his drinking?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. SCHIFF. But you would have made it clear to Judge Porteous you didn't tell the FBI the full extent of his drinking?

Mr. LOUIS MARCOTTE. Yes. Yes.

Mr. SCHIFF. It also says, "He has no knowledge of the candidate's financial situation." Did you tell Judge Porteous that they had asked about his financial situation?

Mr. LOUIS MARCOTTE. Right, and I would have told them I don't know anything about his financial situation at that time.

Mr. SCHIFF. It also says, "He is not aware of anything in the candidate's background that might be the basis of attempted influence, pressure, coercion, or compromise or that would impact negatively on the candidate's character, reputation, judgment, or discretion."

Did you tell Judge Porteous that they had asked you that question?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. SCHIFF. And did you tell him that you told the FBI you weren't aware of anything in his background that might be the basis of attempted influence, pressure, coercion, or compromise or that would impact negatively on his character, reputation, judgment, or discretion?

Mr. LOUIS MARCOTTE. Yes, I did.

Mr. SCHIFF. So Judge Porteous was aware, prior to his confirmation, that you had been asked about anything in his background of this nature and that you had told them there was nothing you were aware of?

Mr. LOUIS MARCOTTE. Yes.

Mr. SCHIFF. So, going into his confirmation, Judge Porteous was aware that the FBI was not given the information it would need to evaluate his character, reputation, judgment, and discretion?

Mr. LOUIS MARCOTTE. Yes. I gave them the wrong information.

Mr. SCHIFF. You gave them the wrong information.

At this point, let me turn to my colleague, Ms. Jackson Lee.

Ms. Jackson Lee, we have 5 minutes 30 seconds before the vote on the conference report. We are going to have to come back briefly after votes. Would you like to start your questions now?

Ms. JACKSON LEE. Thank you very much, Mr. Chairman.

Mr. Marcotte, how many years have you known Judge Porteous, please?

Mr. LOUIS MARCOTTE. Well, he was on the bench before I knew him personally. I mean, I knew that he was on the bench.

Ms. JACKSON LEE. Right. But just give me the years that you knew him.

Mr. LOUIS MARCOTTE. I would say I probably—I knew he was—I would just say 20 years.

Ms. JACKSON LEE. Twenty years.

Ms. Marcotte, how many years did you know Judge Porteous?

Ms. LORI MARCOTTE. I would say from 1989 until——

Ms. JACKSON LEE. About 20 years. Let me ask, are these proceedings that we have, are they on the front page of your local newspapers in New Orleans? Are they being written up in the newspaper?

Mr. LOUIS MARCOTTE. Yes, it has.

Ms. JACKSON LEE. Is your bail bond company still in business?

Mr. LOUIS MARCOTTE. My bail bond company?

Ms. JACKSON LEE. Yes.

Mr. LOUIS MARCOTTE. It is still in business, but I don't own it. The government let me—I sold it.

Ms. JACKSON LEE. Okay. You sold it to someone?

Mr. LOUIS MARCOTTE. Yes, ma'am.

Ms. JACKSON LEE. Okay. So you are out of the bail bonds business?

Mr. LOUIS MARCOTTE. Yes, ma'am.

Ms. JACKSON LEE. And you are doing what right now?

Mr. LOUIS MARCOTTE. Right now I have an Italian clothing store.

Ms. JACKSON LEE. Okay. In 1994, did you both know Judge Porteous?

Mr. LOUIS MARCOTTE. Yes, I did.

Ms. JACKSON LEE. There was a question that was asked on a judicial form that said, "Is there anything in your personal life that could be used by someone to coerce or blackmail you? Is there anything in your life that could cause an embarrassment by you or to the President if publicly known?" I would say to you that this was a document signed by Judge Porteous during the confirmation.

Do you know anything that would have needed to be said? The answer that was given by Judge Porteous—and we have already documented this—was, no, that there was nothing that would embarrass the President.

Did you think in 1994, did you have any dealings with him that might have embarrassed the President if it was known that he was nominating a person of this type?

Mr. LOUIS MARCOTTE. Yes.

Ms. JACKSON LEE. And do you believe the relationship that you had with Judge Porteous over the years was an appropriate one or inappropriate one?

Mr. LOUIS MARCOTTE. It was an inappropriate relationship.

Ms. JACKSON LEE. And Ms. Marcotte?

Ms. LORI MARCOTTE. Yes, ma'am, the same.

Ms. JACKSON LEE. I have no further questions. Thank you.

Mr. SCHIFF. I thank the gentlewoman.

The gentlewoman yields back.

At this point, we will recess. We have three votes, which will probably take about a half an hour, so we will resume at 2:30. And I expect to be fairly brief when we come back.

Oh, it is only two votes. Okay, only two votes, so we will resume right after votes, which may be in about 20 minutes. We will resume in 20 minutes.

[Recess.]

Mr. SCHIFF. The Task Force will now recommence.

Mr. Marcotte, do I understand there is something in your testimony from today you would like to clarify?

Mr. REGAN. Mr. Chairman, Martin Regan.

Mr. SCHIFF. Counsel, could you grab the microphone?

Mr. REGAN. During the recess, having spoken with my client, he did want to clarify one thing.

There were questions regarding the amounts he spent on repairs for automobiles. He indicated certain numbers. He can't be certain of those numbers, though he knows it was several thousand dollars over the time in question, because he was not directly paying it. His company was paying it, and he didn't personally handle the checks.

But he approved the repairs, the radio, the tires, painting an automobile, and things of this sort. But he cannot be exact today on the amounts that were paid. And not $1,000 a week, but maybe $1,000 a month over a period of time. And the months differed based on the work that was being done. And he may have something to add to that, but we wanted to clarify that.

Mr. SCHIFF. All right. Thank you, Counsel.

Mr. Marcotte?

Mr. LOUIS MARCOTTE. I don't know if I said it, did I say $1,000 a week?

Mr. SCHIFF. I believe—yeah, we can take a look—I believe you said a thousand every couple months.

Mr. LOUIS MARCOTTE. I think that is what I said. And it is hard for me to quantify the amount, because, again, if I wasn't there and they called in to get the car repaired, I mean, my accounting department would just cut the check, and Aubrey or Jeff would go get it, and I wouldn't even see it.

You know, I mean, at one point, we probably signed 300 to 500 checks a week. You know, I mean, I had 300 employees. I had a payroll clerk. I mean, there was a lot of checks that came in and out of there.

So I just wanted to clarify the amount, you know. It is hard for me to really quantify the amount. But I think if I said, you know, $1,000 a month, that would probably be between $1,000 a month or $1,000 every 6 weeks, I think that would be probably a good estimate, but I don't know if it is exact.

Mr. SCHIFF. Thank you, Mr. Marcotte. And I think you said earlier that you thought, over the period of 3 or 4 years, that would probably have been in excess of $10,000, maybe not in excess of $20,000, but you thought it would be in excess of $10,000 for all of the vehicles. Is that still your best sense?

Mr. LOUIS MARCOTTE. I would think that would be a good number. Between $7,500 and $12,000, something like that.

Mr. SCHIFF. Thank you, Mr. Marcotte.

I am now going to recognize Mr. Lungren of California.

Mr. LUNGREN. Thank you very much, Mr. Chairman.

Mr. Marcotte, I would just like to get some things clear in my own mind. I practiced law in California, and I am trying to figure out how your bail bond operation worked compared to what I was used to in California.

When you talked about the bonds that you would attempt to get—I understand, from your standpoint, to make more money, the

higher the bond that the person could pay, the higher the amount that you were able to get. But in the courts that we are talking about, was there a—or in the jails—was there a schedule of recommended bail for particular offenses?

Mr. LOUIS MARCOTTE. See, Judge, in—I mean, I am sorry. In California, they have a bond schedule—because I am familiar with all the States because I have done bail in all of them. In California, they have a bond schedule for each charge. Well, in Louisiana, they only have a bond schedule on misdemeanor charges. So anything that is a felony has to be set by a judge.

A misdemeanor bond, there is a schedule of bonds at the jail. So the jailer just looks at what the charge is and marks in the scheduled amount that has been approved by the Second Parish judge for that scheduled bond.

Mr. LUNGREN. So when you were informed that you had a person who wanted to utilize your services who was charged with a felony, you would either go to the magistrate, is that correct, or try and shop to a favorable judge?

Mr. LOUIS MARCOTTE. If there was a favorable magistrate, I would go to that person. If they were unfavorable and I knew that I couldn't get what I wanted, I went to someone who would give me what I wanted.

Mr. LUNGREN. When you say "magistrate," in the system there, is the magistrate not a regular judge?

Mr. LOUIS MARCOTTE. A magistrate—what a magistrate does is set bonds for everyone who is arrested the night before.

Mr. LUNGREN. Okay. So it is not a rotating thing for the judges that normally sit, that they would sit as a magistrate in these things?

Mr. LOUIS MARCOTTE. Well, sometimes the 24th Judicial Courts, the magistrates would rotate every week. But, at some point, they got away from that, and they came up with a magistrate that would sit all of the time.

Mr. LUNGREN. Okay. So you would make a determination as to whether it was a, quote/unquote, "favorable magistrate," and if it were not, you would on occasion attempt to shop judges, that is, to find a favorable judge, is that correct?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. LUNGREN. And, in this process, where was the defense attorney in this sort of thing? Were you consulting with a defense attorney? Were you able to talk to the magistrate without the defense attorney being present? What?

Mr. LOUIS MARCOTTE. Defense attornies—see, the bail agent always has—not always, but most of the time, 80 percent of the time, has first crack at a defendant, because as soon as they hit the jail, they start calling the bail agents. And the bail agents are open 24 hours a day. So the families, to try to get them out of jail, would walk into the bail agency. We take in collect calls from the jail, and we are talking to everyone in the cells and getting the family's numbers and calling them up.

So the bail agent really had first access to the defendant. And as soon as we found out that they had money, then we would start shopping judges to set the bond. And we try to find out how much

money the defendant had and get the bond set to the amount of money that they had.

Mr. LUNGREN. And in the conversation you would have had in contacting the judge, that would be without an attorney?

Mr. LOUIS MARCOTTE. Without an attorney. The bail agent could request a bond amount from the judge.

Mr. LUNGREN. And if there were a subsequent hearing on bail, could there be a subsequent hearing on bail?

Mr. LOUIS MARCOTTE. Like a motion to reduce the bond?

Mr. LUNGREN. Yes.

Mr. LOUIS MARCOTTE. Yes, they would have motions to reduce the bonds. But most of the time we didn't need them.

Mr. LUNGREN. What would occur if, in fact, the defendant did not show up for his appearance?

Mr. LOUIS MARCOTTE. They would forfeit the bond, and then we would have to hunt them.

Mr. LUNGREN. And you hunt them down and you bring them back. Would your bond be returned to you? Would your bond be——

Mr. LOUIS MARCOTTE. What would happen is the—once the defendant is found, the courts would exonerate the bond, and then the liability would be taken off the books of the insurance company.

Mr. LUNGREN. So, in essence, the bond would be returned?

Mr. LOUIS MARCOTTE. Not returned. The bond automatically becomes a permanent part of the record. But you could get a cancellation from the clerk's office in the mortgage office. Because, once a bond is forfeited, they record a judgment in the mortgage office. So what you would do is get a copy of the cancellation and then go cancel it in the mortgage office.

Mr. LUNGREN. Okay. What you have described with respect to splitting of the bond, was that, to your knowledge, begun by Judge Porteous?

Mr. LOUIS MARCOTTE. It actually started way before Porteous, but it never went to the degree that it was when Porteous was there.

Mr. LUNGREN. Would you explain what you mean by that?

Mr. LOUIS MARCOTTE. Excuse me?

Mr. LUNGREN. Would you explain what you mean by that?

Mr. LOUIS MARCOTTE. Well, in the old days—and I am talking about before Porteous was a judge—they only arrested two or three or four people a day in Jefferson Parish. Well, at the end of my career in the bail bond business, they were arresting 300 people a day. So, I mean, you know, we had to get the bond split to make a lot of money in that business.

Mr. LUNGREN. So when you say "we" had to, that means——

Mr. LOUIS MARCOTTE. Bail Bonds Unlimited and Louis Marcotte.

Mr. LUNGREN. So you had to rely on the judges doing that sort of thing so that you could keep your livelihood, is that right?

Mr. LOUIS MARCOTTE. Yes, sir.

Mr. LUNGREN. Did you have any specific conversations with Judge Porteous about that?

Mr. LOUIS MARCOTTE. Well, in times I would tell him, "Look, we are doing really bad this week, Judge. We need these bonds done."

Mr. LUNGREN. And what response would you get from him?

Mr. LOUIS MARCOTTE. He would do the bonds.

Mr. LUNGREN. When you say "do the bonds"——

Mr. LOUIS MARCOTTE. He would, you know—he was doing the bonds anyway. But if I told him something like that, he would step it up a few notches.

Mr. LUNGREN. I think that is all I have. Thank you.

Mr. SCHIFF. I thank the gentleman.

I just have a couple final questions.

Mr. Marcotte, you have discussed today times when the judge, in one way or another, acknowledged the wrongfulness of what you were engaged in, in the sense of not wanting to do certain acts prior to his confirmation, for example.

Can you give us any other instances where, through what the judge said or did, it was clear to you that he knew that the relationship he had with you was not above board?

Mr. LOUIS MARCOTTE. By being on call—well, by being my go-to guy.

Mr. SCHIFF. Can you describe that a little more?

Mr. LOUIS MARCOTTE. Well, whenever I needed to get something done, he was my go-to guy.

Mr. SCHIFF. Did he ever tell you, you know, words to the effect of, "Hey, if this became public, this could become a real problem for me"?

Mr. LOUIS MARCOTTE. If our relationship became public?

Mr. SCHIFF. Well, if your relationship became public or if something you were asking him to do became public. Did he ever indicate to you that any part of your relationship needed to be kept confidential?

Mr. LOUIS MARCOTTE. No, he didn't. I guess everyone in the criminal justice system knew that he was my go-to guy. It wasn't no secret.

Mr. SCHIFF. Ms. Marcotte——

Mr. LOUIS MARCOTTE. I mean, when you are doing 5, 10, 15 bonds a day, you know, for Louis Marcotte, there is a lot of jealousy around with other lawyers and other bondsmen. And, you know, people seeing you making all the money, and, you know, it wasn't no secret. And he wasn't trying to hide it, and I wasn't trying to hide it. And I think maybe we both thought maybe we were above the law.

Mr. SCHIFF. And would the only exception to that be when the FBI came to talk to you about Judge Porteous?

Mr. LOUIS MARCOTTE. I am sorry?

Mr. SCHIFF. Was an exception to that rule when the FBI came to talk with you? You said we didn't try to hide it. When the FBI came to talk with you, though, you did try to hide it, am I right?

Mr. LOUIS MARCOTTE. I did hide it. I lied to them, you know, to protect him.

Mr. SCHIFF. Ms. Marcotte, let me ask you the same question. Either through your conversations with Ms. Danos, the judge's secretary, or lunches that you may have been in attendance at, were there any times in which Judge Porteous made comments or through his behavior demonstrated that he knew the wrongfulness of the kind of relationship he had with you and your brother?

Ms. LORI MARCOTTE. I remember one time in particular when we went to see him in Federal court about a family that was competing against us and we had some noncompete agreements against them, and they were in front of a judge we knew he was close with, and we asked him to call and rule in our favor.

Also, on another one, when he was on the 24th judicial bench, we asked him to call another judge to do that, too. And I think that is not something you do every day.

Mr. SCHIFF. And, in both these cases where you called to ask him to use his influence with another judge to rule in your favor, was he on the State court at this time or were either of these occasions when he was a Federal judge?

Ms. LORI MARCOTTE. Twice on the State court and once on the Federal court.

Mr. SCHIFF. And can you describe those three situations for us?

Ms. LORI MARCOTTE. We wanted to lock in all the business around that area. That is why we took the judge to lunch, to get the bonds done that we needed to get done. We also bought up some property around the area, too, not to let people get in. When we hired people, they signed noncompetition agreements, so if they left they couldn't open their own bail bond company, because we let them in on our secrets.

So one gentleman left and started writing bail bonds, and we filed a temporary restraining order against him to stop competing, and it went to a judge that Judge Porteous knew. Louis and I went to talk to him and asked him to make a telephone call to rule in our favor.

Mr. SCHIFF. At this time, in this first instance, was Judge Porteous on the State bench?

Ms. LORI MARCOTTE. The State bench, yes.

Mr. SCHIFF. Did he tell you whether he would call the other judge?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. And did he tell you afterwards that he had spoken with the other judge?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. And did that other judge rule in your favor?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. And what did Judge Porteous tell you that he told the other judge?

Ms. LORI MARCOTTE. He said he asked him to rule in our favor, that we were good people and this person was just someone that was, you know, starting trouble for us. Pretty much like something our lawyer would say to a judge.

Mr. SCHIFF. And tell us what the circumstances were in the two other cases.

Ms. LORI MARCOTTE. The Federal case, there was a crew of people, a family we had hired, a mother, a father and, like, three or four brothers, and they were really head of our recovery department, like our little police department that was the collection agency, the bounty hunters. And they left, and all of them started to compete. And this was a big problem, because now it wasn't just one little-bitty person, this was a big thing.

So we went to see Judge Porteous in his office and asked him to call this judge and talk, because we were really losing control of our business, at this point. And for this to happen would have been—and, ultimately, it did happen, and we really did lose control of our business. So we lost that case.

Mr. SCHIFF. And, in that particular case, again, you filed a no-compete action in State court?

Ms. LORI MARCOTTE. Yes, that is correct.

Mr. SCHIFF. And you went to Judge Porteous, now sitting on the Federal bench, and asked him to intervene with this State court judge?

Ms. LORI MARCOTTE. Yes. I remember this well because this was big. It was six or seven people. It was the family and then a couple of their people. It was our whole recovery force that left, that we had worked for to build up all these years, taken away in one scoop pretty much.

Mr. SCHIFF. And what judge was this case assigned to?

Ms. LORI MARCOTTE. Originally, we had talked to Judge Porteous about Greg Guidry, who was once a Federal prosecutor. And because Judge Porteous was in Federal court, we thought he would be close with him. But I think ultimately it ended up in another judge's section.

Mr. SCHIFF. But it wasn't assigned to the same judge as the first no-compete case was?

Ms. LORI MARCOTTE. No. That was separate.

Mr. SCHIFF. And when you went to Judge Porteous, now Federal Judge Porteous, to ask him to talk to the judges presiding over this second case, what did Judge Porteous tell you?

Ms. LORI MARCOTTE. He said he would do it. And something was faxed, I think. Our administrative assistant faxed something to him, or something was faxed. And I think, at one point, the FBI had a confirmation on a fax.

But our administrative assistant faxed Rhonda, Judge Porteous's secretary, or the other way around, to get some of the information there. Or he sent something to the judge's office. I really don't know exactly how that happened.

Mr. SCHIFF. And did you have a follow-up conversation with Judge Porteous to determine whether Judge Porteous had, in fact, spoken to this other judge?

Ms. LORI MARCOTTE. Not myself personally, no.

Mr. SCHIFF. And do you know who did? Did someone else have a conversation with him?

Ms. LORI MARCOTTE. I think that—I don't know if Louis remembers, but a telephone call was made, and he said he talked to him. Now, whether he did or not, I don't know. But he said he would entertain it when we were in his office.

Mr. SCHIFF. I am sorry, he said what?

Ms. LORI MARCOTTE. He said he would entertain it when we were in—when we went to see him, he said okay. And then after some things were faxed, he said he had asked and that it would be okay, that he had talked to him. But I don't know for sure if he did talk to him.

Mr. SCHIFF. But Judge Porteous conveyed to you—maybe not to you directly, but to your brother or to someone else at your bail

bond firm—that, in fact, he had communicated with the other judge and it would be okay?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. Mr. Marcotte, were you the one that the judge communicated that to? Did he tell you that he had spoken to this other judge and that it would be okay?

Mr. LOUIS MARCOTTE. I don't remember a whole lot about that. But what I do remember, my lawyer that was representing me to defend me on the noncompete against the Dennis family went into the judge's office. And the clerk in the judge's office had said, "Look, this looks real good in you all's favor." And then about a day later he came back and said, "Look, he denied it." But I know Bridget had faxed the document to Judge Porteous's office.

Now, did Beck speak with someone, the attorney that was representing me, did he speak to anyone about it? I am not exactly sure, but it is possible that he may have spoken to Rhonda.

Mr. SCHIFF. So, at some point, you faxed to Judge Porteous's chambers——

Mr. LOUIS MARCOTTE. Not me personally, but my administrative assistant.

Mr. SCHIFF. Your administrative assistant faxed Judge Porteous some information about the no-compete case that you had.

Mr. LOUIS MARCOTTE. And I think maybe my attorney underlined—and I could be wrong—the reasons why it should be set aside and then faxed it to Porteous, and Porteous faxed it to the other judge. You know, I mean, it has been a long time, so——

Mr. SCHIFF. And these underlying points were, like, talking points for the judge to use in his conversation with the other judge?

Mr. LOUIS MARCOTTE. This would be the points that we would give Porteous to hang his hat on to the judge he was going to request to deny the noncompete.

Mr. SCHIFF. And, at some point after sending those documents, you got word back, although you are not clear on how it was communicated to you, from Judge Porteous that he had contacted the other judge and it looked like things would be all right?

Mr. LOUIS MARCOTTE. It looked like things were going to be all right. But then, a couple days later, my attorney, who was representing me in the noncompete, said, "God, it looked so good, like we were going to win," and then at the end he denied it.

Mr. SCHIFF. Did you ever speak to Judge Porteous afterwards and say, you know, "What happened?"

Mr. LOUIS MARCOTTE. No. At that point, I went to war with my competitors in the lobby of the jail.

Mr. SCHIFF. And, Ms. Marcotte, do you remember any follow-up conversation after the judge that Judge Porteous communicated with turned your case down?

Ms. LORI MARCOTTE. No——

Mr. SCHIFF. Do you recall any follow-up?

Ms. LORI MARCOTTE. No, I do not. There was none.

Mr. SCHIFF. And I think you mentioned there was a third time when the judge intervened with another judge on your behalf.

Ms. LORI MARCOTTE. I can't remember the defendant's name—I mean, the employee's name. There were, like, five employees before the family that came against us.

Mr. SCHIFF. And that was a noncompete case, as well?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. And, in that case, the judge said that he would talk to another judge, and that judge ruled in your favor?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. And do you know whether he, in fact, did talk to that other judge?

Ms. LORI MARCOTTE. He said he did. I mean, I need to see—I can't remember the employee's name.

Mr. SCHIFF. Now, you brought this up in the context of other actions or things the judge said that indicated he understood the wrongfulness of what he was doing. During these three or more times when you asked the judge to intervene with another judge, did Judge Porteous ever say to you, "Yes, I will do it, but, you know, you are asking a lot of me; this is really not something I am supposed to do"? Did he ever indicate to you verbally that he understood what he was doing was wrong?

Ms. LORI MARCOTTE. Not verbally. But, you know, I think he wanted to help us and to foster the relationship that we had.

Mr. SCHIFF. Anything else that you would like to share with us, either one of you, that will help give the Task Force guidance in terms of what Judge Porteous's thoughts were in terms of your relationship and his awareness of the inappropriate nature of it?

Ms. LORI MARCOTTE. Well, when Louis was talking about Judge Porteous having reservations about doing the expungement until after—you were asking about times when he acknowledged——

Mr. SCHIFF. Yes.

Ms. LORI MARCOTTE. That is one. And I think Louis remembers the employee's name and the judge.

Do you remember, from the other one?

Mr. LOUIS MARCOTTE. Was it Rebecca Dunn? I believe it was Rebecca Dunn, but I don't remember what judge it was in that case. It may have been Skip Hand. I don't know.

Mr. SCHIFF. Is this the noncompete case that you are referring to?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. The third one that you weren't sure you could remember which one? Is that what you are referring to?

Ms. LORI MARCOTTE. Yes.

Mr. SCHIFF. Okay. Anything else that you want to share with the Committee?

Mr. LOUIS MARCOTTE. Only that I am sorry that all this happened.

Mr. SCHIFF. That concludes my questions, and that will conclude our testimony for today.

I want to thank you both for your testimony. I am sure it wasn't something you were looking forward to, but we appreciate your coming to share your experiences with us.

Without objection, the record will remain open for 5 legislative days for the submission of any other additional materials.

This hearing of the Impeachment Task Force is now adjourned.

[Whereupon, at 2:39 p.m., the Task Force was adjourned.]

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TRANSCRIPT OF PROCEEDINGS

UNITED STATES SENATE

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IMPEACHMENT TRIAL COMMITTEE

- - -

IMPEACHMENT OF JUDGE G. THOMAS PORTEOUS, JR.

PRE-TRIAL DEPOSITION OF ROBERT CREELY

- - -

C-L-O-S-E-D H-E-A-R-I-N-G

Washington, D.C.

August 2, 2010

IMPEACHMENT OF G. THOMAS PORTEOUS, JR.

PRE-TRIAL DEPOSITION OF ROBERT CREELY

CLOSED HEARING

- - -

MONDAY, AUGUST 2, 2010

United States Senate,

Impeachment Trial Committee,

Washington, D.C.

The pre-trial deposition of Robert Creely convened at 9:01 a.m. in Room SVC-214, Senate Visitors Center, Honorable Mike Johanns, presiding.

Present: Senator Mike Johanns, Member, Senate Impeachment Trial Committee; Congressman Henry C. "Hank" Johnson, Impeachment Task Force; Daniel C. Schwartz, counsel for Judge Porteous; Daniel T. O'Connor, counsel for Judge Porteous; Ralph Capitelli, counsel for the witness; Harold Damelin, Special Impeachment Counsel; Rebecca Seidel, counsel for the Senate Impeachment Trial Committee; Morgan Frankel, Senate Legal Counsel; Erin P. Johnson, Esq., Senate Impeachment Trial Committee; Derron Parks, Senate Impeachment Trial Committee; Sarah Novascone, counsel to Senator Johanns.

SENATOR JOHANNS: Let me go ahead and call us to order. This deposition is occurring in the matter of the impeachment of Judge G. Thomas Porteous, Jr. The Senate Impeachment Trial Committee has authorized this pretrial examination at the request of that judge. The witness at this pretrial examination is Robert Creely. Mr. Creely, please raise your right hand for administration of the oath.

Do you swear or affirm under the penalties of perjury that the testimony you shall give shall be the truth, the whole truth, and nothing but the truth, so help you God?

THE WITNESS: To the best of my ability, yes.

SENATOR JOHANNS: Let me begin by introducing myself. I am Senator Mike Johanns of the State of Nebraska, a member of the Senate Impeachment Trial Committee. Would everyone please introduce themselves for the record. And I will start on my left-hand side.

MS. SEIDEL: Rebecca Seidel, counsel for the Senate Impeachment Trial Committee.

MR. O'CONNOR: Dan O'Connor, counsel to Judge Porteous.

MR. SCHWARTZ: Dan Schwartz, counsel for Judge Porteous.

THE WITNESS: Robert Creely, witness.

MR. CAPITELLI: Ralph Capitelli, attorney for Bob Creely.

MR. DAMELIN: Harold Damelin, I'm an attorney, special impeachment counsel.

MR. FRANKEL: Morgan Frankel, Senate legal counsel.

MR. PARKS: Derron Parks, staff director of the Senate Impeachment Trial Committee.

MS. NOVASCONE: Sarah Novascone, counsel for Senator Johanns.

SENATOR JOHANNS: Thank you, everyone. As parties have already been informed, this examination will last up to three hours. It is my intention that counsel for the House of Representatives will have the final 20 to 30 minutes, and I appreciate the counsel's cooperation in that division of time. I expect to continue right through that time divided as I have described. However, if someone is in need of a break, Mr. Creely, if you are also, just let counsel know, and we will accommodate that.

Also, unlike some depositions that folks

may be accustomed to, I do discourage what I've described as form objections unless a question is confusing to the witness, I don't intend to sustain the objections. I do want the deposition to proceed in a manner that gets to the truth. If the court reporter is ready, I think we're ready to begin. Congressman?

CONGRESSMAN JOHNSON: Yes.

SENATOR JOHANNS: Can you introduce yourself for the record?

CONGRESSMAN JOHNSON: I am Hank Johnson. I represent Georgia's Fourth District in the United States House of Representatives.

SENATOR JOHANNS: Welcome.

CONGRESSMAN JOHNSON: Thank you. And, sir, I would like to at this time make sure that the time that impeachment counsel from the House has to participate in this deposition at the end, if we would have 25 minutes, I think that would be sufficient for our purposes.

SENATOR JOHANNS: Great, I already announced just prior to your arrival that we will accommodate that. I, in fact, indicated that the last 20 to 30 minutes will be set aside for that purpose.

CONGRESSMAN JOHNSON: Thank you.

MR. CAPITELLI: Would you clarify again about the objections, Senator?

SENATOR JOHANNS: Well, you can make form objections. We'll note them for the record, but quite honestly, I'm going to let the deposition proceed.

MR. CAPITELLI: You'll let it go forward. All right.

SENATOR JOHANNS: With that, the witness has been sworn, and I'll turn it over to you for the start of the deposition.

MR. SCHWARTZ: Thank you, Senator. We appreciate it.

EXAMINATION

BY MR. SCHWARTZ:

Q. Would you please state your name for the record?

A. Robert G. Creely, C-r-e-e-l-y.

Q. You have been involved with the case involving Judge Porteous before; is that correct?

MR. CAPITELLI: Just one point before we start, I would like to just make certain that it is on the record that this deposition is being taken pursuant to the immunity granted my client through

the United States Senate request, the order.

SENATOR JOHANNS: That's correct.

THE WITNESS: May I also make a statement. I have probably a 45 percent hearing loss. Counsel has the same problem that I do, and I apologize if I ask you to repeat things in advance, so -- I can hear you.

MR. SCHWARTZ: That will not be a problem. Thank you very much.

BY MR. SCHWARTZ:

Q. What -- you were interviewed before by the FBI originally in 1994 involving Judge Porteous; is that correct?

A. Yes, sir.

Q. Were you -- you were also interviewed by the FBI in 2003; is that correct?

A. Correct.

Q. Prior to Judge Porteous's nomination, were you contacted by anyone else, Senate staff, for example?

A. No, sir.

Q. You also were interviewed before the grand jury in 2006?

A. Yes, sir.

Q. You gave testimony before the Fifth

Circuit in 2007?

A. Yes, sir.

Q. And were deposed by the House Task Force in 2009; is that correct?

A. That's correct.

Q. And also by -- and you gave testimony before the House Judiciary Committee in 2009?

A. Yes, sir.

Q. Have you had any other involvement in this matter, given testimony, been interviewed?

A. Yes.

Q. Would you describe that, please?

A. I was interviewed by -- it may have been a deposition that followed by the Members of the House attorneys at Mr. Capitelli's office, if my memory serves me correctly. And then I was likewise interviewed off the record before my testimony to the House at the impeachment proceedings conducted before the House Judiciary Committee. I may have been interviewed one other time, but for purposes of completeness, I think it was only those occasions that I just testified to.

Q. Thank you very much. What did you do to prepare for this deposition?

A. Nothing.

Q. Have you been -- have you spoken with anyone?

A. I met with my lawyer last night before dinner, I did not have dinner with him. We spoke over the telephone, I think Friday, maybe Saturday briefly. I did not go to his office to meet with him at anytime in preparation of the deposition, and I read my testimony that I gave to the United States House of Representatives Judiciary Committee. That's my preparation.

Q. Thank you very much. Let me ask you about your relationship with Judge Porteous. When did you first meet him?

A. I probably realistically first met him in 1994, maybe before that. We went to the same high school, but let's say 1994 would be fair.

Q. 1994 --

A. 1974, excuse me, I'm sorry.

Q. Thank you. What happened in 1974 that caused you to meet?

A. I was working as a law clerk at a law office in Gretna, Louisiana, and I met Mr. Amato, I was in law school, and I took the ferry from one side of the river to the other. And I met Mr. Amato, who was also taking the ferry to go to work.

I believe the roads were frozen that day, and he and I struck up a conversation, and he invited me over to his law office, which was Edward, Porteous & Amato, and a process began where I became employed over there.

Q. Did you have an opportunity to -- did you work there as a lawyer in that law firm?

A. Briefly.

Q. Did you have an opportunity to work with Mr. Porteous as a lawyer before he became a judge?

A. We're going back to 1974, but I worked for Judge Porteous before he was a judge, and my primary responsibilities at that law firm, if my memory serves me correctly, was doing real estate closings, mortgages for different lending institutions.

Q. Over time, did you become close friends with Judge Porteous?

A. Yes, sir.

Q. Were you very close friends? Describe your friendship with him.

A. I consider my friendship with Judge Porteous to be extremely close. Considered my friendship to be very close.

Q. You put that in the past tense?

A. Yes.

Q. Do you consider your friendship with him to continue to the present?

A. No.

Q. And how would you describe your relationship with him now?

A. I have no relationship with him now.

Q. Do you consider him a friend at this point?

A. No, I don't.

Q. Earlier were you close with each other's families? Did your families know each other?

A. Our families knew each other. I would -- so close? I was friendly -- I was close to his children. I was invited to their house at Christmas for a Christmas party along with 20 or 30 other of his mutual friends, but our wives weren't friendly. The judge and I and his children were friendly.

Q. In fact, his children referred to you as Uncle Bob; is that right?

A. They did at one time, yeah.

Q. Did you have any awareness of Judge Porteous's financial dealings, personal financial situation during those years?

A. I had aware -- yes, I was aware of Judge

Porteous's financial situation. Did I know what he had in his banking account, did I know whether he was delinquent on his house note or car note? No.

Q. Did he experience -- did you observe that he experienced any kind of financial difficulty?

A. Well, he told me that he was having some problems.

Q. When was that?

A. The first time he told me that?

Q. Yes.

A. I mean, you've got to give me some leniency, I'm going back 35, almost 40 years ago.

Q. I understand.

A. But I don't really remember. 1975, I'll take a stab at.

Q. Let's try to locate it in time. Was it during the time he was in private practice with you?

A. I don't know. I know it was after we left -- Jake Amato and I left -- I left the employment of that law firm, moved out with Jake about a year after I started working there, so I would imagine it would have happened sometime after I left that law firm.

Q. But you continued to be good friends with him after you left?

A. Yes, sir.

Q. When you and he worked together, did you go out to lunch regularly?

A. Actually, no, and the reason being is that the office had a kitchen, and they had a cook that cooked just about every day for everybody, so we ate in the office.

Q. And --

A. But I didn't have any money, so I couldn't take anybody -- I couldn't buy him a hamburger.

Q. Okay. When did you start going out to lunch with him regularly? What was -- was this when he became a state court judge?

A. Yes, sir.

Q. And did you go out with him for lunch frequently?

A. Yes.

Q. How frequently would you say?

A. I have no idea. I mean --

Q. Weekly?

A. No, I don't think it would be that frequently.

Q. Did going out to lunch together become somewhat of a habit between the two of you,

something that you did routinely?

A. We went out to lunch not routinely, but we would go to lunch, and if you're talking about a time frame of when? Before he became a federal judge?

Q. During the time he was a state court judge.

A. Yes, we went to lunch often.

Q. Okay. And was that customary for lawyers in Gretna to go out to lunch with judges?

A. Yeah.

Q. And while he became -- after he became a state court judge, you continued to go out to lunch with him?

A. Yeah, yes, sir.

Q. Did you go out to lunch with other judges, other state court judges?

A. Yes.

Q. Which ones?

MR. CAPITELLI: I would object to relevancy.

SENATOR JOHANNS: Overruled.

THE WITNESS: Probably every judge in the 24th Judicial District Court. Maybe not every one, but a lot of them, most of them.

BY MR. SCHWARTZ:

Q. Let's talk for a minute about geography. You were living in -- you were working in Gretna. Where is Gretna compared to New Orleans?

A. Gretna is on the west bank of the Mississippi River. As the crow flies, probably three miles from the central business district. If you take a straight arrow from Gretna, the Mississippi River, New Orleans -- to the Gretna courthouse?

Q. Just the area called Gretna.

A. Okay. Well, it's about three miles directly across the river. New Orleans is on the east bank of the Mississippi River, Gretna is on the west bank of the Mississippi River. Orleans Parish and Jefferson Parish, they are two different counties or parishes, however you want to describe them.

Q. And Gretna is in Jefferson Parish?

A. Correct.

Q. And you talked about the 24th Judicial District, is that how you phrased it?

A. 24th Judicial District Court, that's the name of the court in Jefferson Parish, the District Court.

Q. And it was on that court that Judge Porteous sat as a state court judge; is that correct?

A. Yes, sir.

Q. How many judges sat in that court?

A. I couldn't tell you. I don't know.

Q. Was it more than ten?

A. I would be guessing. I would say, yeah, probably toward the end of my working over there in 2000, around in that area, probably there was 10 or 12 judges over there.

Q. Okay. And was it customary for other lawyers to have lunch with state court judges in Gretna during those days?

A. The word customary -- I've seen a lot of lawyers at lunch with different judges, both plaintiff lawyers and defense lawyers.

Q. When you had lunch with judges, who paid for those lunches?

A. I did or if someone else invited me, they did.

Q. Did the judges ever pay for those lunches?

A. The only judge that ever paid for lunch was a judge by the name of Martha Sassone. She

bought dinner for me one time.

Q. But in every other case, you or another lawyer would pay for a meal with -- that included a judge?

A. Yes, unless it was a committee type thing, campaign committee thing, in which case the committee may have paid the lunch.

Q. And that's just the way things were done down there, right? Did you have any -- did that raise any concern in anyone's mind?

A. I don't know what you mean down there.

Q. In Gretna.

A. I'm kind of taken aback by the down there stuff.

Q. I apologize.

A. All right, but I mean --

Q. Is that the way things were done in Gretna?

A. That's the way I noticed things done in Colorado when I lived there, too.

Q. So that's not unique to Gretna, but that's what happened.

A. I think it isn't.

Q. When Judge Porteous took the federal bench, did you and he continue to have lunch

together?

A. Very much less frequently.

Q. Why is that?

A. Because Judge Porteous acquired a new group of friends. I didn't particularly want to continue our friendship to the degree that we did before or had before, and so it's a combination of the two, and I became extremely busy during those years pursuing very complex cases that I was handling, and I didn't have much to do with Judge Porteous when he became a federal judge.

Q. Did you and Judge Porteous ever take any trips together?

A. Yes.

Q. What kind of trips?

A. Well, when you talk about trips, are you talking about like a fishing trip that would take four hours? We took fishing trips together. We went fishing together. We went on a couple of -- I think three hunting trips outside of the country during the 20 years that I knew him. I went to Las Vegas with him, which is the subject of questions that have been asked of me, and that's about the best I can recall right now.

Q. When you went on these fishing trips, did

they -- did other people go or was it just Judge Porteous?

A. Other people went.

Q. Other judges?

A. Sometimes other judges and other lawyers, defense lawyers, plaintiff lawyers, yeah.

Q. And who paid the cost of those fishing trips?

A. If it was on my boat, I paid for it. If somebody invited me to go fishing, they would have absorbed the expenses.

Q. So when you invited people on to your boat to go fishing, you paid for all of it?

A. Yeah. It's kind of like if you invite somebody over to eat, you don't give them a bill before you leave your house. It was my boat, and if somebody came fishing with me, I didn't ask people to contribute to -- expenses were not that great to go fishing.

Q. What about when -- you went on hunting trips, you said, out of the country?

A. Uh-huh, yes, sir.

Q. Those were the trips into Mexico; is that correct?

A. Yeah.

Q. Were there any -- were you thinking of anything other than the trips into Mexico?

A. No, that's the only hunting trips that I went with him outside of the -- went dove hunting in Mexico.

Q. And you invited him on the trip?

A. I invited him and a lot of other people.

Q. Including other judges?

A. I believe so, yeah.

Q. And who paid for those?

A. The way I remember it is if you have ten people that go, you get one that goes free. And we would always have at least ten people that would go. So does that answer your question? I paid for myself, and I think he was the tenth wheel, so to speak.

Q. So he would go on the free ticket?

CONGRESSMAN JOHNSON: He's leading the witness on a regular basis now, and we object.

SENATOR JOHANNS: Overruled. Continue your questions.

THE WITNESS: I'm sorry?

BY MR. SCHWARTZ:

Q. So Judge Porteous would go on the free ticket?

A. Generally. I'm not saying that was exactly what happened, but there was a free ticket. And I'm not saying we didn't pay for it. We very well could have. But you're talking about something that happened 15 or 20 years ago.

Q. Thank you.

A. With the exception of one trip, I think, which happened maybe 15 years ago, thereabouts, when he was a federal judge.

Q. And was anything different other than the fact that he was a federal judge?

A. No.

Q. And did you have any concern about taking judges on hunting trips or fishing trips?

A. Concerns about what?

Q. That's my question. Did you have any kind of a concern? Did it raise any question in your mind?

A. No.

Q. Did you ever appear before Judge Porteous when he was on the state bench?

A. Yes.

Q. How many times?

A. Two times.

Q. Did you -- in those days, as I read your

testimony in other cases, you were doing a number of divorce cases; is that correct?

A. That's all I did when he was on the district bench was divorce cases. He didn't do divorces.

Q. So he never presided over any divorce cases that you had?

A. No. He may have -- I may have put a settlement on his record. In other words, it was agreed to before the divorce court, and we had to go roam around and find the judge that would accept the two lawyers' settlement, you had to read it on the record, and he had to sign off as district judge to the consent judgment. Now, he may have done that, but I tried one jury trial in front of him and one interdiction proceeding in front of him on the state bench.

Q. What is an interdiction proceeding?

A. An interdiction proceeding is when you -- you put someone's financial -- finances, you put them under the direction of another person. It was an elderly woman in her 80s, best I can describe it. She had a daughter that didn't take care of her. Tied her up in a bed. She defecated on herself, she had fecal material between her toes, and her

daughters took pictures.

And so we wanted to get -- the daughters wanted to bring the grandmother into the home with them to take care of her, and we had -- the lady's daughter opposed it for whatever reason, and that is -- I was asked by another lawyer to try to help him try this case because he felt so bad about this situation, and I did. And I felt bad about it, too.

Q. What happened in that case? What was the result?

A. What happened? I tried the case, and the judge interdicted, gave the -- you know, the powers of the lady to handle her financial matters. She basically awarded custody of the old -- the older lady to the young daughter -- the grandchildren.

Q. So the result you were seeking was achieved?

A. Yes.

Q. And that was before Judge Porteous?

A. Yes, sir.

Q. And did you feel you had received any special treatment in connection with that case?

A. Absolutely not.

Q. You had a jury trial in front of him as well?

A. Yes, sir.

Q. Do you recall the name of that case?

A. I read it in the transcript.

Q. Is it Serigeny?

A. Serigeny, yeah, something like that.

Q. I have it on my notes as spelled S-e-r-i-g-e-n-y, is that about right?

A. It's about right, yeah.

Q. What was that trial about?

A. It was a construction failure at a fishing marina. The contractor built a bulkhead, and the bulkhead failed and collapsed into the bayou that it was abutting or fronting on.

Q. And which -- were you representing the plaintiff or the defendant?

A. I was representing the plaintiff.

Q. And how did that turn out in front of the judge?

A. Well, the judge didn't rule on it, the jury did. It was a jury trial. The jury ruled in my favor.

Q. Okay.

A. In my client's favor.

Q. You were very good friends -- you testified you were very good friends with Judge

Porteous during that time, you had taken him to lunch and on trips. Do you think that that resulted in your receiving any kind of special treatment or favor from the judge?

A. No. And as a matter of fact, there was a post-trial motion that I filed after the jury verdict was rendered. If I recall back in the -- whenever that time frame was in Louisiana, and probably other parts of the country, there were a lot of insurance company failures, and there was some bank failures, if I'm not mistaken.

And this insurance company that insured the contractor was in distress, and I was afraid that they were going to go insolvent. They posted a surety bond -- if I need to explain that, I will -- as collateral for the judgment that was rendered. And the rumor was -- and it was by a sister company of the insurance company, and the rumor was the company was going to go broke.

I filed a motion to test the solvency of the surety in front of Judge Porteous. He denied my motion to test the solvency of the surety, and the company went broke, and I lost my judgment. I had to pursue the Louisiana Insurance Guarantee Association, and I received a fraction of what the

jury awarded me.

Q. So you did not achieve the ultimate result that you had hoped for?

A. I lost the motion to test the solvency of the surety. He ruled against me.

Q. Did you have any cases in front of him on the federal bench?

A. One.

Q. And what case was that?

A. It was a class action lawsuit that originated in the Civil District Court for the Parish of Orleans, and it was -- I was lead counsel in that case. A discovery motion -- I've already testified to this, but there was a discovery motion that was filed by me to obtain records from the defendant, which was I believe Union Planters Bank, and the lawyers for Union Planters Bank didn't want to give me the records and filed an injunction proceeding because the trial court judge in District Court ordered the production of the records that I wanted.

They then filed an injunction in Federal Court. The injunction proceeding was randomly allotted to Judge Porteous. Before you get an injunction, you have to get a temporary restraining

order. And you are required to notify opposing counsel, so I got a call from this firm saying we're bringing a motion for temporary restraining over to -- it got allotted to Judge Porteous, we're going to have him sign it. If you want to be over there, be over there.

And I don't remember if we had a telephone conference or if we had a face-to-face meeting, but the minute that the judge talked to me, I was advised that he was granting the defendant's temporary restraining order, and setting the hearing for the preliminary injunction within the time frame required under the Federal Rules of Procedure, it's either two or ten days, I forgot, and he basically said I would be wasting my time. If I wanted to make a record, I could make a record.

I did make a record. He ruled against me, like he said he was going to rule against me at the pretrial conference, and I had to take an appeal to the United States Fifth Circuit Court of Appeals to have him overruled, because he was wrong.

Q. And the Fifth Circuit overruled him?

A. Yes, sir.

Q. How long did that take?

A. It took a long time. It took a long

time. Probably a year.

Q. And did you feel you had received any special treatment while you were a lawyer in front of his court?

A. You can't be serious? No, I didn't feel like I got any special treatment getting ruled against like that, particularly when he was wrong.

Q. Did you -- were you friends with other state court judges?

A. Yeah. You see, lawyers become judges, and when you're friends with a lawyer and he becomes a judge, you don't terminate your friendship with him. So, yeah, I'm friends with a lot of judges -- I was friends with a lot of judges.

Q. Are there any particular judges that you're particularly good friends with?

A. In state court?

Q. In state court.

A. Yeah.

Q. Which ones?

A. Martha Sassone, Ross LaDart.

Q. The last, I'm sorry?

A. LaDart, L-a-D-a-r-t. I'm trying to go through in my memory the list of judges over there. It's getting foggy, but just about every judge that

sat on the bench, I was friendly with at one time or another.

Q. And did you have cases in front of them while you were friendly with them?

A. Sure. Yep.

Q. For example, how many cases did you have in front of Judge Sassone?

A. I don't know. I really don't, counsel.

Q. Okay. Or Judge LaDart?

A. I don't think -- Judge LaDart just got on the bench, and I think I was -- my venue of practice was blending over into Civil District Court, which is in New Orleans, so I don't believe I had anything in front of Judge LaDart.

Q. Did you -- when you were in the -- during this period from -- did you receive any curatorship appointments from any of these judges, like Judge Sassone?

A. I can't recall receiving curators from Judge Sassone. I may have. I may have received curators from other judges. I remember receiving -- yeah, I got some curators from other judges.

Q. Judges who were your friends?

A. I'm sorry?

Q. Judges who you considered to be friends?

A. One I didn't really consider to be a friend, and he assigned me to a curatorship that I asked him to please take me off of that caused me a considerable amount of aggravation, and he wouldn't do it.

Q. But some of the others were from judges you considered to be your friends?

A. Yes.

Q. And did you feel there was anything improper about appearing before any of these judges who you considered to be your friends?

A. No.

Q. You said you do not consider Judge Porteous to be your friend now. When did you change your view of your friendship with Judge Porteous?

A. In 2003.

Q. What happened in 2003?

A. I believe I was set upon by a group of FBI agents inquiring about his conduct.

Q. And why did that cause you to cease your friendship with Judge Porteous?

A. Why did that cause me to cease my friendship with Judge Porteous? I don't know. I just hadn't talked to him since then, and I think you know the evolution of this, and so I became

increasingly unhappy with him as this continued to progress.

Q. So are you unhappy with him now?

A. Very.

Q. Let me talk further about the time that Judge Porteous was on the state bench, which just to help you and everyone else in the room was between 1984 and 1994. During that time, did Judge Porteous ever ask you for money?

A. Yes.

Q. When was the first time that happened?

A. I don't remember.

Q. Was it when he was on the state bench?

A. That's the period you're talking about, isn't it?

Q. Did he ask you for money before he was on the state bench?

A. He may have, yeah, but I don't -- I don't have an exact memory. That's 34 years ago. I don't have an exact memory of when it first happened, but it happened.

Q. And do you recall the circumstances of the first time he asked you for money, what he asked for, how much you gave him?

A. No, I don't. You're talking about the

first time he asked me?

Q. Yes.

And how frequently did he ask you for money?

A. Over the ten-year period of time?

Q. Yes.

A. That's hard to say. He would ask me for money. It wasn't weekly. It was more monthly. It started out as a -- kind of like, you know, he was short of money, like you got a couple of bucks or $50 or something like that? That's how it started. That's how I vaguely remember it happening, evolving or going, coming about. And I would accommodate him. I considered it an act of friendship at first.

Q. Did you give him money because he was a friend or because he was a judge?

A. Because he was a friend. I didn't practice in front of Judge Porteous. Very, very limited, limited, limited. We testified about that.

Q. Did you ever give money to other people who asked for money?

A. Yeah.

Q. What other people?

A. Friends.

Q. Any of them other lawyers?

A. I'm sorry?

Q. Other lawyers?

A. I used to send other lawyers business that I could have handled because they were my friends, and I knew they weren't doing very well. I can't offhand recall giving money like to other friends, but I was a very generous person. I used to -- but I don't recall, I don't recall giving money to lawyers.

Q. How about other judges?

A. No. You're saying like here's some money?

Q. Yeah.

A. No, I didn't do that.

Q. Did you ever keep a record of your gifts to Judge Porteous?

A. No.

Q. Why not?

A. Well, it's odd that you asked that. If I would have kept a record of my gifts to Judge Porteous, I don't know if those records could be retrieved 30 years later. I don't know if anybody could retrieve those records.

But the fact that I gave him cash, if I wouldn't have admitted that fact because it's the

right thing to do, I don't think anybody could have proven that, either, the fact that I gave him cash. The fact that I have decided to do the dignified thing and the correct thing and to tell the truth indicates that, one, that is a mental record. I gave him money. I don't have any documents and I don't think any documents have been presented to me to show or could have been shown that I gave him cash. I made that admission freely and voluntarily. I tried to do what was right.

Q. Okay. So there is no written record of the cash you've given him?

A. No.

Q. It's based on your testimony?

A. Yeah, my testimony.

Q. Okay. You've said initially that he would ask for $50 or a few dollars. Would you pay that out of your wallet?

A. Yeah. Yes, sir.

Q. Did there ever come a time when you -- he asked for more money than you had in your wallet?

A. Yes.

Q. And how would you pay that?

A. As I've testified to before, at first the requests for money were trivial amounts of money,

and I would just give it to him, and I don't want to be disingenuous to the judge, I've used that term before, I can't quantify the number of times I gave him 50 or a hundred. It may have been very infrequently, okay?

But on one or two occasions, he may have asked for $500, in which case I said, I'm not going to come out of my pocket with $500, I may not have had $500 in my pocket, probably didn't have $500 in my pocket. So I went to the office and told my law partner, our friend needs $500, I'm not giving it to him myself.

So what we would do is write a check from the office for $500 or whatever and cash it, and either he or I would give it to the judge. After we avoided him for weeks.

Q. I'm sorry, what do you mean after you avoided him for weeks?

A. Well, it got to be old after a while, after a number of years, if you have a friend that keeps coming to you for money, you get tired of it. And I got tired of it.

Q. Let me ask about your cashing checks from your law firm. Did you and your partner, Mr. Amato, maintain draw accounts at your law firm?

A. We had a number of accounts, but we had one account that we drew monies from for our own benefit and other expenses that we would run through the office.

Q. And was that -- that money, when you would write a check on your firm's -- well, let me step back. How did you get money from your firm on a regular basis, apart from the gifts for Judge Porteous? Did you do weekly draws?

A. Yeah. Yes, sir, I'm sorry.

Q. That's correct?

A. Yes, sir.

Q. And did you do equal weekly draws?

A. For the most part, yes.

Q. And did you try to keep your draws equal to ease accounting within the firm? Did the time ever come when you and Mr. Amato drew unevenly from the firm?

A. I'm sure that Mr. Amato or myself may have drawn unevenly from time to time, but as a general rule, we would draw evenly.

Q. And the money that you drew was taxable income to you; is that correct?

A. Absolutely.

Q. So at that point, it was not law firm

money, it was your money? It was not the money of Amato & Creely law firm?

A. No, it was my money.

Q. And the same is true for Mr. Amato, also, it was his money?

A. Yes, sir.

Q. When you made these gifts to Judge Porteous, did you take deductions for them?

A. Did I deduct out of his gift?

Q. No, did you make a -- did you count it as a business expense against either the firm or your own personal taxes?

A. I counted it as regular raw income. I got a W-2 or a 1099, whatever accounting document you would call it at the end of the year, and I would hand that over to my CPA, and I would be charged income taxes on that.

Q. But you didn't deduct the money that you had given to -- or claim a deduction for the money you had given to Judge Porteous?

A. Oh, no.

Q. That's because it was a gift, right?

A. It was a gift.

Q. You said that the money would be -- how would the money be given to Judge Porteous when you

had -- when you and Mr. Amato had given it to him?

A. I would hand it to him.

Q. And who would do that?

A. I know I did.

Q. And did Judge Porteous know that to be your money, or your money and Mr. Amato's money that he was getting the gift from?

A. I don't know what Judge Porteous was thinking.

Q. Did you tell him the money was from you and Mr. Amato?

A. I don't recall telling him that.

Q. You have talked -- we've referred before to curatorships. I know you've done this before because I've read your testimony, but for the people in the room and the Senator and Congressman, explain what a curatorship is, please.

A. It is a court appointment of a lawyer to represent an absentee defendant.

Q. And this occurred -- curatorships occurred at the state level, not the federal level; is that correct?

A. That's correct.

Q. When a lawyer was appointed, what were the responsibilities of that lawyer?

A. Well, I don't know. There are various types of curators from what I understand. And the type of curatorship he would send over would require -- it was an executory process type claim. Usually people who abandon their homes and didn't pay mortgage notes, and the bank foreclosed on the property, it would require the appointment of a lawyer to do things required by law, to locate the absent defendant, to notify he or she that their house was going to be foreclosed on.

And the requirement was to run an advertisement, to write letters to the last known address, certified mail, return receipt requested, make publication in the local newspaper, which was the Times-Picayune, and I believe that's about it.

When the registered letter would come back unclaimed and you didn't get any notification as a result of your newspaper ad, I was required to file what was called a note of evidence into the record saying that I ran the newspaper ad, and here's a certified copy from the newspaper, certifying that the ad was run the statutory allotted period of time. Two, here's the certified letter returned unclaimed. Three, I didn't get any phone calls from the absentee. And that was it.

That was all I had to do. It was all done by my secretary.

Q. Did these assignments ever require anyone to appear in court?

A. No.

Q. Who assigned the curatorships?

A. The judge did. Judge Porteous. Any judge can assign -- any curator that comes to your division, the judge whose division it goes to can give it to anybody he or she wants to.

Q. So any of the state court judges, Judge Porteous included, but anyone on that bench would have and assign curatorships, is that correct?

A. Right.

Q. How were they assigned? Were there any standards for assignment of curatorships?

A. Not that I'm aware of.

Q. In your experience, how were they assigned? What was the typical assignment? Was it to friends? Was it to --

A. Yeah, they went to friends. I mean, I can't get into another person's mind. I'll guess, you know. But I would assume it would be somebody the judge knew.

Q. You received curatorships; is that

correct?

A. Yes, sir.

Q. Did you receive them from judges other than Judge Porteous?

A. I already answered that. Yes.

Q. But you also received some from Judge Porteous?

A. I answered that, too. Yes.

Q. And to your knowledge, the judge had total discretion about to whom he could assign -- the judge had total discretion about who he could assign a curatorship to?

A. Yes, sir, that's my understanding.

Q. Do you have any idea of the number of curatorships you got from Judge Porteous?

A. Until counsel for the House of Representatives made a request from my former law partner's bookkeeper, I did not. A record was kept of everything we did in that office. One of the records was the curators.

I knew that document existed, and I even -- I think I testified to that before the grand jury. I think I remember reading that in my grand jury testimony, that there is such a document that exists. I was afraid to go visit the document

because if I would have damaged the document, somebody would have said I'm trying to cover something up.

So I never went -- the computer was in my law partner's possession, and I didn't ask to look at it, I didn't ask anybody to touch that document. It's there. It's probably still there today. As a matter of fact, I think it's been reproduced and given to counsel for the House -- United States House of Representatives voluntarily.

Q. Do you know what the number of curatorships as a result of that is?

A. Other than what I read in Mr. Baron's opening statement -- I think it's Mr. Baron's opening statement to the United States House, I personally don't know how many curators there were. I think at one time, I testified there was at least a hundred. I didn't tally the curators.

Q. Okay. So you have no independent knowledge of the number of curatorships at this point?

A. No.

Q. That you got from Judge Porteous or any other judge?

A. That's right. I don't know how many I

got.

Q. Thank you. I apologize for pushing back on some of these questions. As you know, I'm just trying to make sure the record is clear?

A. Push back. I would like to be able to get back home.

Q. Thank you. I appreciate that. Did the number of curatorships go up in the late '80s and early '90s in the Gretna area? Were there a lot more curatorships during that period?

A. I have no idea.

Q. Did you receive more curatorships during that period?

A. During the '80s and '90s?

Q. Late '80s, early '90s?

A. Did I receive more? I don't know. I haven't made a -- I don't know how many curators they had available to give out, and I don't know what percentage of them that I got. I got curators from Judge Porteous primarily, I got curators from other judges, but I don't know the total number of curators that were available.

Q. Thank you. Did you ever hire a lawyer named Gary Raphael?

A. No. I think my law partner did.

Q. But he was an employee of your law firm?

A. Yeah.

Q. Do you recall when that was?

A. No, I don't. I don't remember the year that that occurred.

Q. Did you hire him on the recommendation of Judge Porteous, or did the law firm hire him on the recommendation of Judge Porteous?

A. You would have to ask him. Do you want me to guess?

Q. Well, testify to your knowledge. If you don't know --

A. I didn't hire the guy. I don't mean, when I say the guy, to being disrespectful to him because he's a very nice man, okay? I don't mean to be -- when I say guy, I shouldn't have said guy. The gentleman.

Q. Thank you. Did he do any work for you, Mr. Raphael?

A. Yes, he did work for me.

Q. What was your opinion of his legal skills?

A. Well, I know where you're going with this question, and I just don't think it's fair, all right? I don't think it's fair to Mr. Raphael, and

I don't know if that means anything to you, but I don't think it's fair.

SENATOR JOHANNS: You do have to answer the question.

THE WITNESS: I thought he was competent.

BY MR. SCHWARTZ:

Q. You didn't think very highly of him; is that correct?

A. I didn't say that.

Q. Okay. Did you ever say to Judge Porteous -- did you ever speak with Judge Porteous about his legal skills, Mr. Raphael's legal skills or performance in your office?

A. Mr. Raphael was not a trial lawyer. Some of us are, some of us aren't. Like I wouldn't think you would be a trial lawyer. You may be, I don't know. But that doesn't mean that you're not a good lawyer. It doesn't mean you don't do good at what you do. Okay? But he wasn't a trial lawyer. I needed somebody to go to court for me, to help me in court, okay? So does that answer your question?

Q. And he couldn't do that, is what you're saying?

A. Some people don't have those skills. I can't write briefs real well, but I consider myself

a very good lawyer. I didn't -- I couldn't write a scholarly brief, but I still consider myself a good lawyer. I may be a bad brief writer, but I figured I was a half decent lawyer, and likewise I'm saying, I don't know what your particular skills are, you may not be good at everything you do.

Q. Well, thank you.

A. I mean, you may be good at everything you do. I don't mean to quibble with you. Mr. Raphael is a very honorable man, okay? A very honorable man.

Q. Did you ever talk to Judge Porteous about him?

A. About Gary?

Q. Yes.

A. Gary's wife and Judge Porteous's wife were best of friends. I didn't -- did I talk to Judge Porteous about Gary? I'm sure.

Q. And did you express your dissatisfaction with him to Judge Porteous?

A. I don't know if I did. I may have said something to Judge Porteous, but Gary worked for me -- when I say me, he did some things for me well after Judge Porteous became a federal judge, if my memory serves me correctly. So Gary worked and left

our office, I want to say, I'm just guessing, but sometime in the 2000 era, 2000, 2001, up in that range.

Q. Did Judge Porteous ever say to you that he was assigning curatorships to you to help you pay for Raphael's costs?

A. If Judge Porteous said that, I think he would be committing a crime. No, he didn't tell me that. But if he testified to that, he testified to that, but that is not what happened. Gary worked for me after he went to the federal bench.

Q. Did Mr. Raphael play any role in the curatorships that your firm received?

A. No.

Q. Did you at anytime see any link between the curatorships and the gifts that you gave to Judge Porteous?

A. Did I see a link?

Q. Yes.

A. There was never a link in my mind giving him money for curators. The thing that upset me was on one occasion, he called the office because I had been avoiding him at great length, and asked my secretary if I had been receiving curators or something to that effect, and I became very upset

about that. And I expressed my being upset about that to him, telling him that he had no interest in curators, and if he thought he did, please stop sending them because I didn't want the curators.

Q. You said he called and asked your secretary. Which secretary is that? What is her name?

A. I don't even remember. Dianne -- I think her name was Lamulle. She stopped working for me in '99.

Q. If he -- if Judge Porteous had not sent you curatorships, would you have continued to give him money, gifts?

A. Yeah, probably so. Yes, absolutely.

Q. Did you see any relationship of one to the other? Did you see any kind of relationship between the one and the other?

A. There was no agreement for me and him to exchange money for curators, ever.

Q. There was a time, you testified before, and you expressed today, that there was a time when you got fed up with giving him money. When was that?

A. I don't know.

Q. Had you received curatorships from Judge

Porteous before that happened?

A. I complained to -- I call him Porteous, I don't mean any disrespect by that, but that's what I call him, or called him. I complained before, I complained after. Yes.

Q. But you continued to give him money?

A. Yes.

Q. Why?

A. Because he was my friend.

Q. Did you think you were going to get anything in response?

A. I didn't get anything in response.

Q. Did you think you were going to get anything in response?

A. No.

Q. Did you actually feel he was taking advantage of you?

A. After a while, I thought he was abusing our friendship, yes.

Q. That made you angry? Did that make you angry?

A. Yeah, it hurt my feelings, it really did, you know. It hurt my feelings.

Q. When Judge Porteous went on the federal bench, he no longer had any control over

curatorships; is that correct?

A. I don't know if that's correct or not, but I don't know.

Q. Did you receive any curatorships from him after he went on the federal bench?

A. I didn't perform any kind of curator work for him after he got on the federal bench.

Q. You've said you have not -- did not keep track of the amount of money that you gave to Judge Porteous. Do you have any idea of the amount of money you gave him?

A. Do I have -- like an exact amount I gave him? No.

Q. You have -- in other testimony, you have testified that you thought it was between ten and twenty thousand dollars?

A. No, I think I testified that I thought it was around ten thousand dollars from me. That was a guess.

Q. From you. And it is just a guess?

A. It is a guess.

Q. And that would be $10,000 over the course of ten years?

A. Ten years.

Q. About a thousand dollars a year?

A. You can do the math, so can I, it's about a thousand dollars a year, yes.

Q. Do you think there was anything wrong with you giving Judge Porteous money?

A. Do I personally think there is anything wrong with giving a friend money? No.

Q. What about giving a judge money?

A. If a judge is my friend, and I don't practice law in front of him, I don't think there's anything wrong with it. He may have an obligation to report. I don't know what his obligations are, but I didn't practice in front of him. I did not go there.

Q. Did you ever give him money to get him to rule in a certain way in a case?

A. If I did, he didn't follow through with his end of the bargain on the two cases that really meant something to me, a lot of money.

Q. Did you give him money to get him to rule in your favor, encourage him to rule in your favor?

A. He didn't rule in my favor.

Q. But did you give him money with that intent?

A. No.

Q. You mentioned that you were contacted by

the FBI in 2003. Were you also contacted by the FBI earlier with regard to Judge Porteous's nomination?

A. No, I don't -- oh, yeah, right, correct. Yes, sir, I was. In 1994 and then in 2003 under other circumstances.

Q. At that time, you've said that -- or the FBI 302 says that you told them that you knew of no financial problems on the part of Judge Porteous?

A. It's been testified to before, and it's in the report.

Q. And you testified earlier today that you were not contacted by anyone else, the Senate staff didn't talk to you, for example?

A. Not that I recall, no, sir.

Q. Mr. Creely, did you have -- are you familiar with a case that was on the federal bench that Judge Porteous sat as a judge for called the Lifemark case?

A. I'm familiar with a Liljeberg case.

Q. Liljeberg. Liljeberg versus Lifemark, I believe, was the parties, the principal parties. Did you have any involvement in that case?

A. None whatsoever.

Q. Your partner, Mr. Amato, was involved with that, correct?

A. Yes.

Q. Did you -- during the time of that case, did you continue to see Judge Porteous?

A. Well, yes, and it's been gone over at least in three different sworn testimonies that I've given that I went to Las Vegas with him. That's been documented at least three times on the record.

Q. Any other times that you -- would you go out to lunch with him during that period?

A. During that case?

Q. Yes. During the pendency of that case.

A. From 1997 -- is that what you're saying? Is that what I read?

Q. 1997 to 2000 approximately.

A. I would have to say probably yes, I went to lunch with him.

Q. Did the Lifemark case ever come up in your conversations or discussions?

A. No. I wouldn't know what to ask him about the Lifemark case. I knew nothing about the legal concepts involved in that case, nothing whatsoever. That file wasn't even kept at our office from what I understand. I never reviewed the file, never talked to the client. I couldn't -- I wouldn't know who the client was if he walked in

this room right now.

Q. Are you familiar with another lawyer by the name of Don Gardner?

A. Yes.

Q. Is he another lawyer who practices in the New Orleans area?

A. Yes.

Q. Is he also a friend of Judge Porteous's?

A. Yes.

Q. Were you aware that Don Gardner was also involved in that litigation?

A. Yep. Yes, sir.

Q. Were you aware of the terms by which he was retained?

A. I became aware of the terms by which he was retained, yes.

Q. What was your understanding of that?

A. Well, to give you my understanding, I would have to tell you that it's been publicized in the newspaper in New Orleans probably ten times. I've read it in innumerable documentation that has been generated through these proceedings, but I was not aware what I read in the newspaper I think this past Saturday, that he got upwards to -- or there was upwards to a $200,000 bonus -- or maybe I read

it in your motion to dismiss, I don't know, these proceedings that was also published on the Internet.

But I did know he got a hundred thousand dollar retainer. I do know that for a fact. And I knew that probably around the time he got it because he -- I think he told me he did.

Q. And did you know at the time that he had an additional potential payment if Judge Porteous recused himself?

A. I can't honestly say if I came into that information then, or if I came into it as a result of the tremendous amount of press that this has gotten in New Orleans.

Q. And Mr. Gardner was on the opposite side of that case from your partner, Mr. Amato; is that correct?

A. Yes, sir.

Q. Let's talk for a minute about the bachelor party in Las Vegas.

A. Okay.

Q. Who was that party for?

A. It was for Judge Porteous's son. His son's friends were having a bachelor party for him.

Q. And it was in Las Vegas?

A. Las Vegas. It was a 72-hour trip, if I'm

not mistaken.

Q. Sounds exhausting.

A. Very exhausting.

Q. You went along on that trip?

A. Yes, sir.

Q. Do you recall how many other people were on that trip approximately?

A. How many?

Q. How many approximately were on that trip?

A. 20, 30, something like that.

Q. They were -- were they friends of -- who were they friends of? Judge Porteous's son or Judge Porteous?

A. A lot of young friends of Judge Porteous on that -- of his son on that trip, and there were a lot of older people that would have been my age and Judge Porteous's age. They would have been mutual friends of Judge Porteous and mine, more Judge Porteous's friends than me, but I was acquainted with them. An ex-brother-in-law came on the trip with me because he was friends with Judge Porteous's son, Michael, but, you know, does that answer your question?

Q. Yes. Thank you. And what did you pay for?

A. What did I pay for? That has been in the record so many times, but what did I pay for? I got -- I paid for a portion of a meal at a steakhouse. I didn't suggest the steakhouse. I paid a portion of a meal. And there's a photograph of me sitting at the table, myself, my brother-in-law, and two other guys, two other gentlemen who I can't place their names. That's who sat at my table.

It was basically an open bar in a steakhouse. I don't remember the name of the steakhouse. It was in Las Vegas. I assume the bill was quite large, although I don't know what the bill was, and I -- the way I remember it is when the bill came out, a number of people offered to pay a portion of it. My portion, and it's in the records, I had my credit card records subpoenaed, the exact amount, I don't know anymore, it's in the record. It was either 398 or whatever, 498, I don't know what the number was, but that was my portion of it. And with the tip, included the tip.

Q. And you and a number of other people threw credit cards in to pay for the check?

A. That's the way I recall. I don't think I could have paid -- I don't think the bill would have been -- if I bought the whole meal, I think the meal

was probably several thousands of dollars. I don't know. There was 20 guys, open bar. So I don't know. But what showed up on my credit card was an amount of money, and it's been shared with this committee and the -- what do you call it, the grand jury proceedings, all that was given up voluntarily by me.

Q. Why did you put in your credit card?

A. Why did I what?

Q. Why did you put in your credit card? Why did you pay for that, pay for a portion of that?

A. Why? Friendship.

Q. Friendship with Judge Porteous's son?

A. Yeah. I had four people at my table. One of them was my brother-in-law. I basically paid for the meal at my table is the way I looked at it. It was probably a hundred dollars a person to eat and drink there, and I, in essence, paid for my meal and three other people's meal.

Q. Did you -- what else did you pay for?

A. You know, that keeps coming up. My recollection is that there was a piece of paper that was showed to me that I paid for his room.

Q. His? Whose room?

A. Judge Porteous's room. And the way I

recall that, when I was subpoenaed to go to the grand jury, I voluntarily, you know -- they said will you bring these records, or we're going to have to subpoena them. I said, no, I'll bring them. It turned out they already had the records, however. I guess they can get anything they want. And they went over my credit card bill with me, and I don't know where that receipt is now after ten years, I have no idea where that receipt is.

And I went over each charge on my credit card at the grand jury, and the only card, the charge I could find was I paid for my brother-in-law's room, my room, and -- I paid for my brother-in-law's airfare, and that's all that showed up that I can recall, okay?

But there is a document floating around that I've been given, if I were to tell you Caesars Palace said you paid for the judge's room, and here's your signature on a piece of paper, can you dispute that? And my answer is if that's what it says, then I can't, but I don't recall having any financial credit card records that showed that. There may be. I'm not going to dispute a financial record. So that's my recollection.

Q. Do you recall whether you arrived at the

hotel in Las Vegas before Judge Porteous?

A. I don't know. I really don't remember. Maybe I did. No, I don't know. I was the last person to check in. I know that I was the last person to check in because my -- the reason I paid for my brother-in-law's room is his credit card didn't work, and so he was having trouble getting the credit card to be accepted, and I was in no rush to move into the room. He was embarrassed, so I think we stepped back and let everybody check in and then I completed the transaction to where I paid for his -- I offered my credit card for his room, my brother-in-law's room.

Q. But you have no personal recollection of paying for Judge Porteous's room?

A. Not unless there's a document that's put in front of me, and which I will not disagree with, there was something that was given to me with my signature on it. You know, I can tell you I didn't pay cash for it, so it would have to have been charged somewhere. And if you can show me the charge -- that's another ten-year old trip. I don't remember the exact details of it.

Q. There was a fishing trip that your partner, Mr. Amato, went on with Judge Porteous when

he was a Federal Court judge in which there is testimony that Judge Porteous asked for some money. What do you know about that?

A. I don't know anything about that other than what my law partner -- ex-law partner told me.

Q. Only what Mr. Amato told you?

A. Correct.

Q. Okay. Did you take any action after that fishing trip? Did you give any money or make any contribution?

A. I gave my law partner a thousand dollars.

Q. Again, you're referring to Mr. Amato, your law partner?

A. Yes, sir, my former law partner.

Q. Okay. But you have no knowledge about that event, other than what Mr. Amato told you?

A. No.

Q. What did Mr. Amato tell you?

A. To the effect -- and I think I've testified to this, and I defer to my testimony, is that he said he went fishing with Judge Porteous. Judge Porteous had a weak moment on the boat where he -- I want to say Jake said he somewhat broke down and told Mr. Amato in a remorseful way that he couldn't pay for his son's either -- I thought it

was tuition, but reading the testimony -- and once again, this testimony, what I remember gets so intertwined, because you read so much stuff that's said about this.

But I thought it was tuition, but in fact I was corrected, it was for the son's wedding party. But the judge broke down and needed money for a particular reason, and I now know from reading the transcript it was for his son's wedding party. My original understanding or memory was that it was for tuition. But he broke down, told him he needed some money, and that's what my law partner told me, and I was asked to give -- my law partner asked me to give him a thousand dollars.

Q. And you gave that in cash to your partner?

A. Yeah, after a considerable lapse in time, I avoided doing it, and I finally gave it to him.

Q. To your knowledge, did Mr. Amato give money to Judge Porteous before you gave money to your partner, Mr. Amato?

A. I have no idea.

Q. Why did you give your partner money to -- why did you give him the thousand dollars?

A. Why did I give --

Q. Mr. Amato the thousand dollars?

A. Because Judge Porteous was a friend, a friend, a friend. That's why. No other reason.

Q. In the course of that discussion with Mr. Amato, was there any discussion of the Liljeberg case?

A. I couldn't -- no.

Q. At some point in time, I believe when Judge Porteous became a federal judge, he had an investiture party, were you familiar with that?

A. I read that in innumerable proceedings, but that's the only way I became aware of that. When you say an investiture party, what do you mean by that?

Q. When he became a -- a celebration after the ceremony.

A. Yeah, okay. Yeah. I heard that that occurred.

Q. Did you contribute any money to that?

A. I don't remember even being involved in that, I really don't. I don't have a recollection of going to such a function. My office may have paid for such a function. I mean, we didn't have meetings, so to say, that you can't or can do certain things. I'm sorry, if Amato may have paid

for that, he paid for it. I don't know anything about that.

Q. There's also testimony in the record about -- that Mr. Amato had contributed some money to Judge Porteous's son with an externship here in Washington. Did you contribute to that?

A. I don't know anything about an internship or an externship here in Washington.

Q. And did you in the fifth year anniversary of Judge Porteous becoming a federal judge, there was a fifth year party with his clerks. Did you contribute any money to that?

A. Well, I mean, it came -- now I know that it was charged to my law office. I didn't attend, I didn't organize the party, and I can honestly tell you, I didn't know it was going to happen, but the office paid for it, because I read that it paid for it.

MR. SCHWARTZ: Senator, may I ask for a short break, so I can review questions and see what additional questions I would like to ask?

SENATOR JOHANNS: Sure. Why don't we break until 10:30.

(Recess.)

SENATOR JOHANNS: Let me state for the

record that we have all returned for the deposition. Reference was made at the start of the deposition about a -- about this deposition taking place under an immunity granted, so what I would like to do is make that order a part of the record.

MR. CAPITELLI: Thank you, Senator.

SENATOR JOHANNS: We'll pass that down. If you want to examine it to make sure that that's what you were referencing, that would be fine, and I would ask the court reporter to mark it, and if there is no objection, we'll make it a part of the record.

MR. CAPITELLI: Yes, this is Ralph Capitelli, this is exactly what I was referring to at the start of this deposition on behalf of my client that he was testifying pursuant to this order. Thank you very much.

(Creely Deposition Exhibit 1 was marked for identification.)

SENATOR JOHANNS: Are there any objections to making Exhibit 1 a part of the record?

MR. CAPITELLI: No.

MR. SCHWARTZ: None.

SENATOR JOHANNS: Okay, it's a part of the record then. Continue your questions.

MR. SCHWARTZ: Thank you, Senator, I appreciate it.

BY MR. SCHWARTZ:

Q. Mr. Creely, I would like to return to the question of Gary Raphael for a moment, and I apologize for that. I know it's not your favorite subject.

A. I didn't say it wasn't my favorite subject. I just don't think it's fair to attack another man in the way you're trying to do.

Q. Well, I'm not really trying to attack him. I'm just trying to establish the facts of what occurred. You had mentioned that you had talked to Judge Porteous about Mr. Raphael?

A. Yep.

Q. Did he say anything to you about what you should do with Mr. Raphael?

A. No, not that I recall.

Q. He didn't suggest to you that you should fire him if you're not happy?

A. He didn't tell me to or not to fire him. I didn't hire him, but he didn't tell me to fire him or not to fire him. I don't know what discussions you would be referring to, but in any event.

Q. You have no recollection of such a

discussion?

A. I have no recollection of a discussion.

Q. Did you -- you testified this morning that you had given gifts to Judge Porteous and given gifts to other people. Do you consider yourself someone who is -- who tries to help other people, gives them money when they need it?

A. Yeah, I've done that before.

Q. Why do you do that?

A. I don't know. I gave a homeless person $200 sitting in the French Quarter one day. I mean, I don't know why I do what I do.

Q. But you are -- you consider yourself a fairly generous person in that regard?

A. Yeah.

Q. Do you -- when you take judges and other friends out to lunch, do you consider that part of your generosity?

A. I don't take judges to lunch anymore.

Q. In the past, when you did.

A. Would I what now?

Q. Was that part of being a generous person?

A. It was part of being a friend. I don't know if you call it generous, but it's friendship.

Q. Those judges that you took out to lunch

when you did, they never -- you testified there was only one time that you recall when a judge had paid for a meal that you had invited them to?

A. Yeah.

Q. Why didn't they pay for the meal?

A. They didn't pay for the meal. I don't know why. I offered to pay.

Q. You offered to pay?

A. Yeah. Whoever was at the table with me, I offered to pay.

Q. When you had lunch with Judge Porteous -- or was it lunch and dinner or just lunch with Judge Porteous?

A. I'm sure there was a combination of both lunch and dinners that we've had together, but primarily lunch, unless we were fishing and he spent the night at my camp, we would probably eat dinner and breakfast together.

Q. Was that usually just you and Judge Porteous or would there be other people at the lunch.

A. It would vary. Sometimes just Judge Porteous and I, and sometimes there would be five or six other people and children, okay? And their kids, you know? There would be a lot of different

combinations.

Q. And you always paid?

A. Well, if I invited you to my house, if I had a house and I invited you over to my house, am I going to charge you for coming to my house? I own the place. If I take you on my boat, am I going to tell everybody, let's cut the bill up? I didn't do that with anybody. Nobody. I didn't do that with anybody.

Q. And similarly, when you took guests to a restaurant?

A. Correct. Likewise, if I would be invited by a guest, a lot of times they would pay, because they invited me to dinner.

Q. Were there times when Judge Porteous, that you participated in and Judge Porteous was a guest and someone else paid?

A. Possibly, yeah.

Q. Or other judges?

A. Yeah.

Q. And it sounds to me, but please correct me, that that was a sense on your part of being courteous and gracious and generous; is that correct?

A. I don't know what you would call it.

It's -- yeah, being courteous.

Q. And you didn't expect anything in return?

A. From Judge Porteous?

Q. Or from any of the judges that you --

A. No I can go through the list of judges that I've taken to lunch and I've gone to law school with that have run me through on several occasions, and they're still my friends, or they were still my friends.

Q. What do you mean run you through?

A. Rule against me.

Q. But you had no expectation that you were going to get any advantage from taking them out to lunch?

A. No.

Q. And you -- what about with the curatorships, did you think you were going to get any advantage by doing the curatorships?

A. I've already answered that, and the answer is no.

Q. Do you know what a kickback is?

A. You know, I actually looked up the definition and what is it, Wikipeka or whatever they call it, Wiki whatever, yeah, I have a general idea. Yeah, I know what a kickback is.

Q. What's your understanding of what a kickback is?

CONGRESSMAN JOHNSON: I'm sorry, would you repeat that? What is a --

MR. SCHWARTZ: What is your understanding of a kickback?

THE WITNESS: My understanding of a kickback is, say there's a contract to build a bridge, and I'm going to charge the customer a million dollars to build a bridge, and the customer says, well, I want a hundred thousand of the million dollars back, that's a kickback, I guess that would be a kickback.

BY MR. SCHWARTZ:

Q. Did you have any agreement with Judge Porteous in connection with either the curatorships or the meals or the money you gave him, you provided to him as gifts that there was a kickback involved?

A. No. Once again, I appeared before him three times, he ruled against me two out of three times on very large cases that I lost a lot of money on. I didn't get anything back, and I didn't expect to. That's what the Court of Appeals is all about. That's why you have a Court of Appeals on legal issues, you go to the Court of Appeals.

Every case I tried that involves a legal issue that concerns any kind of large amount of money, it's going up to the respective Court of Appeals. All legal issues are reviewable de novo by the appeals court, you know. It gets put in a book. It's used as precedent. So they're going to try to figure out what the law is before it gets published so that other lawyers don't quote the law wrong, that's how it works.

Q. But you didn't look at -- you didn't expect or Judge Porteous didn't expect, as far as you were concerned, that he was getting a kickback of any kind?

MR. CAPITELLI: Objection, can you clarify? You want him to testify as to what Judge Porteous thought concerning this being a kickback, what Judge Porteous's thought were?

MR. SCHWARTZ: To his knowledge.

THE WITNESS: I don't know what Judge Porteous had in his mind.

BY MR. SCHWARTZ:

Q. Did you consider that the money that you gave to Judge Porteous was in any way a bribe of Judge Porteous?

A. No.

Q. No?

A. No, sir, no, it was not a bribe.

Q. The lunches that you bought for Judge Porteous, were they a bribe for Judge Porteous?

A. No.

Q. And you had testified earlier that you saw no -- no linkage between the curatorships and the gifts that you gave Judge Porteous; is that correct?

A. Not in my mind, no, sir.

MR. SCHWARTZ: Senator, this has gone very smoothly today, much more quickly than I thought it would. What I would like to do, if it's all right with you, with the others around the table, is stop our questioning here, let the House do whatever cross it would like to do, and reserve five or ten minutes at the end to do any redirect that we find necessary.

SENATOR JOHANNS: Okay.

CONGRESSMAN JOHNSON: I would object, Senator Johanns. Counsel has had adequate opportunity to examine this witness on direct. He has gone over areas once, twice, sometimes three times. And in the interest of economy, efficiency and fairness, I think that once he gets his shot at

the apple, it's time for cross-examination, and redirect is just not in the best interests of justice here.

SENATOR JOHANNS: We'll go to cross-examination. You will be given a chance to do redirect. So let's proceed to cross.

MR. SCHWARTZ: Thank you.

SENATOR JOHANNS: So your objection is overruled.

CONGRESSMAN JOHNSON: Will that then give us an opportunity to recross?

SENATOR JOHANNS: Yes, this is all about trying to get to the bottom, to find the facts, so I'm going to be quite willing to allow the questioning to continue.

CONGRESSMAN JOHNSON: The only thing is we'll just have to stop at 12; is that correct?

SENATOR JOHANNS: That's our goal.

CONGRESSMAN JOHNSON: We'll have to finish by 12?

SENATOR JOHANNS: We have an hour and 15 minutes, so my hope is all of the questions will be asked by then if that's possible.

CONGRESSMAN JOHNSON: All right, we'll do our best. So at this point --

MR. DAMELIN: We'll just go switch sides.

EXAMINATION

BY CONGRESSMAN JOHNSON:

Q. Mr. Creely, you understand you are still under oath; is that correct?

A. Yes, sir.

Q. And you have been sworn to tell the truth, the whole truth, and nothing but the truth; is that correct?

A. Yes, sir.

Q. Now, tell me, is it true that you have voluntarily surrendered your license to practice law in the State of Louisiana?

A. That's correct.

Q. When did you do that?

A. I think it was effective January of 2010.

Q. And that was pursuant to a bar complaint that was initiated against you?

A. Well, that was a real peculiar set of circumstances. I testified before the House, and I testified before the -- I'm sorry -- I testified before the House, and I don't remember those dates, but it would have been prior to January 2010, and I also testified before the grand jury. I think some of those materials were sent to the Office of

Disciplinary Counsel in Louisiana.

Q. After your testimony before the House?

A. I think even the grand jury testimony may have been sent, which I don't think was appropriate. But in any event, after the grand jury testimony was given, I got a letter from the Office of Disciplinary Counsel suggesting that I may have some problems, and that they were going to not do anything until the grand jury testimony became public record, which would have been at the House proceedings.

Q. Okay.

A. Or something like that. Whenever the grand jury testimony would become public, maybe that happened after the United States Fifth Circuit Court of Appeals impeachment proceeding or the House, I don't remember. It was a very troubled time in my life, I apologize.

Q. But it was January of this year that you actually voluntarily surrendered?

A. Correct.

Q. There were proceedings already in place to discipline you for the allegations that came out in the grand jury testimony?

A. Yeah, it's peculiar. I got a

one-paragraph letter, about this big, and it had screening or something on the bottom of it. I think -- and don't quote me, this is about what I remember, pretty much this is accurate, it's screening, somebody apparently sent something to the disciplinary counsel, and then there's I guess a screening process, and it ended up on the chief disciplinary counsel's desk, and he wrote me --

Q. Kind of like under a probable cause that you may have violated the rules of ethics?

A. Professional -- yes, sir. I got a one-paragraph letter. I know of no formal charges that have ever been levied against me by the State of Louisiana Office For Disciplinary Counsel, other than I can only tell you who I think, Mr. Baron mailed a copy of my -- which is fine, mailed a copy of my testimony before the House to Mr. Plattsmeier, and -- who is the chief, he's the chief of the Office of Disciplinary Counsel for Louisiana Bar Association.

And I got a phone call from him that he wanted to me with me, I believe this is the way the scenario goes, so I had to hire another lawyer to go down there with me. And he said I'm going to begin proceedings unless you immediately agree to suspend

the practice of law. And I was confused because I envisioned that this was going to be a problem. And in all of my very large cases over the past years, I've been living in Colorado, I have systematically removed myself from lead counsel to second chair to third chair in these cases out of courtesy to my family because of the newspaper articles, and most importantly my clients because they were beginning to read all of this stuff that they love to write about things like this in New Orleans.

Q. So you've been preparing for possible disciplinary action against you which would result in the loss of your license to practice law in the State of Louisiana?

A. I suspected I was going to be embarrassed and didn't want to put my clients at peril having to go to court with -- and perhaps lose credibility with the judge, which would be to their detriment. So I stopped arguing cases for my clients' benefit probably, I think my last jury trial was 2006, maybe 2007, but I quit arguing motions in court.

Q. Are you testifying that you voluntarily surrendered your license to practice law in the State of Louisiana so that you would not embarrass your family and your clients?

A. My primary motive, I was trying to retire. After Hurricane Katrina, I lost everything I owned, my wife and I.

Q. You had no more money?

A. Pardon me?

Q. No more money?

A. Oh, I had money, but it's pretty hard to go through. I had an acreage in Colorado.

Q. Well, you did not want to retire from the practice of law at a time when you really had suffered a great financial loss, did you?

A. Well, the courts were closed for a solid year after Katrina. I dissolved my law practice and terminated all of my employees because the courthouse was flooded. It was closed in Orleans Parish for a solid year.

Q. Well, you're not really answering my question.

A. Okay, I'm very sorry.

Q. You did not intend to retire at a time when you had suffered great economic loss due to Hurricane Katrina and the courts being closed?

A. I intended to -- I had cases I had financial interests in that have these settlements have tails to where you get paid for work you've

done today three years from now, and I intended to --

Q. To follow through on those cases?

A. To follow through on those cases.

Q. So you could get paid?

A. So I could get paid.

Q. And you were also taking on other cases as well?

A. No, sir.

Q. You were not?

A. I did not take on -- I got invited to participate as lead class counsel in several cases that I declined, and I told the lawyers, which were my friends, that I would call it this Porteous business may cause me some problems one day, and out of respect to you, I don't want to put you in an embarrassing situation.

Q. Well, let me ask. This voluntary surrender of your license, it became public knowledge, did it not?

A. Yeah. Boy, did it backfire. It became headline news, and everybody wrote about it and wrote about it and wrote about it, so it had a real counterproductive effect. I could have -- and it was confusing.

Q. You may as well hung on in there, is that what you --

A. I'm sorry, sir.

Q. Is that what you're about to say, that you may as well have just hung on in there and fought the proceedings?

A. If I had to do it again, I would have hung in there and I would have agreed to a suspension, and then gone forward with the challenging of the matter at a disciplinary proceeding. I wouldn't have just resigned. I thought this would put at rest all of this seven years of you wouldn't believe the torture.

Q. The voluntary surrender, does it -- what is required for you to be able to reacquire your license to practice law?

A. I can't reacquire my license again.

Q. Now, are you also licensed to practice law in Colorado?

A. I was, and that was -- like you were saying about income, my wife and I were both licensed in Colorado. I was also required to resign or give up my license in Colorado as a condition of all of this, which I did.

Q. And so -- but it is possible for you to

get your license back through some kind of petition to the Supreme Court of Louisiana?

A. Unless I've been advised improperly, no.

Q. You would have to take the bar again?

A. I could take -- I don't think they would let me practice law.

Q. You would never be able to practice?

A. Never be able to practice for the rest of my life, right.

Q. And so you did that even though you have told this tribunal that you don't think you did anything wrong?

A. Yeah. And the reason why is just what I was telling this gentleman over here, and I'm sorry, but I misplaced his name, is that everybody has a particular skill set. My skill set is trying lawsuits.

Q. Something that you loved to do?

A. That's something I loved and would still like to do. I can't do that anymore. I try lawsuits. I didn't know what the law was.

Q. Well, you gave up that right voluntarily, even though you know that what you did with Judge Porteous, which gave rise to the bar complaint, was not, in fact, a violation of the rules of ethics; is

that correct?

MR. CAPITELLI: I don't know if that was his answer, but go ahead and clarify.

THE WITNESS: My answer is I'm apparently wrong, and that's what I'm saying. I didn't know that that was an unethical act, because I didn't have any business in front of him. The way I looked at it is, and I don't mean this -- if you were my best friend and you were a representative, and I didn't have any business in this whole place, didn't do anything before the House of Representatives, and you said I need money, I can't -- I need some help.

BY CONGRESSMAN JOHNSON:

Q. So there was no quid pro quo?

A. No.

Q. And there was nothing wrong with you helping out your friend, Judge Porteous?

A. In my mind, but not in the bar association's mind.

Q. So you just gave up without a fight and voluntarily surrendered and can never get your law practice -- your law license reinstated?

A. Yeah, because the act --

Q. That's what you've testified to?

A. That's correct, and to defend this matter

before the bar association, to defend the matter probably would have cost me upwards to the neighborhood of -- I've heard horror stories from friends to where they spent $450,000 in legal fees. Lawyers aren't cheap.

Q. What was your gross income for the year 2009?

A. What was my income?

Q. Gross income.

A. My gross income was probably in the $80,000 range.

Q. Let me ask you this: You say that you did not practice before Judge Porteous with the exception of three matters. One was a jury trial that you won a verdict on, $400,000 I believe was it? How much was the verdict?

A. The verdict? I want to say it was around $400,000, something like that.

Q. Or was it your attorney's fee that you finally got out of the case about $400,000?

A. Oh, no. The amount of money I got, if my memory is correct, was less than $400,000, gross to the client, and then that got zeroed out because of the insurance company went broke. I was trying to test the solvency of that. Okay, I went through

that.

Q. Yes.

A. The insurance company went broke, so I got zero. So then I had to file --

Q. So you didn't get any money out of the jury trial that you tried before Judge Porteous?

A. No, I got zero. I had to sue the state.

Q. Then you tried a, in effect, a guardianship case?

A. Yes, sir.

Q. Before the judge. It was a bench trial. And you were successful at that?

A. Uh-huh.

Q. And thereafter -- and those cases took place in state court, but thereafter there was a Federal District Court matter that was assigned to Judge Porteous randomly, a petition for an injunction, for a restraining order?

A. The defendants filed it.

Q. In state court. Excuse me, they filed it in Federal Court to remove a matter from state court.

A. Well, to enjoin the state court is the way I remember it. I don't remember all the nuts and bolts of the motion, but it was to enjoin the

state courts issuing an order because it was a federal statute I never heard of before, the MMTJ.

Q. And those were the only three matters you had before Judge Porteous personally?

A. Yes, sir.

Q. But you were a member of the law firm, correct?

A. Yes, sir.

Q. And your law firm partner was a man by the name of Mike Amato?

A. Jake Amato.

Q. Jake Amato, I'm sorry.

A. That's okay.

Q. And Mr. Amato, during the time that you were taking the judge to lunch and dinner and during the time -- and you were paying for the meals, and during the time that you fished and the times that you went on hunting trips and you paid for those excursions, and you were giving the judge cash money during those times, Mr. Amato did have matters before Judge Porteous; isn't that correct?

A. In state court?

Q. Yes.

A. I don't know. I don't -- I don't recall that he did. You would have to ask him. I don't --

I don't know if he did. You would have to ask Mr. Amato that.

Q. Now, you and Mr. Amato were the only principals in the firm?

A. Right. Yes, sir.

Q. But you had associates?

A. Yes, sir.

Q. How many associates did you have at your highest level? When I say at your highest level, I mean at the time when you had the most associates working for your law firm, how many associates would that have been?

A. I would say three or four lawyers.

Q. And what kind of work were they doing?

A. They were primarily doing Amato's -- Mr. Amato had a personal injury practice.

Q. Went to court quite a lot on that personal injury practice, didn't he?

A. Yeah, I think mostly the associates did a lot of that work.

Q. And those associates would be required to go to court, go to trial or at least do motions on those personal injury matters, correct?

A. I would imagine so, yeah, sure.

Q. And that was a pretty good hunk of the

business of Amato & Creely, correct?

A. Jake's stuff?

Q. Yeah.

A. It was -- yeah.

Q. That was his contribution to the --

A. Oh, sure, yes, sir.

Q. And so those associates you knew were appearing before Judge Porteous, correct?

A. I don't know that.

Q. You don't know?

A. If they were, they did. I mean, you would have to -- I don't know any specific case. You would have to ask Amato that. Mr. Amato and I didn't have the most perfect marriage, but we stayed married.

Q. Well, I tell you, you were business associates?

A. Yes, sir.

Q. And you did things together?

A. Yes, sir.

Q. And you -- it was a partnership where all of the money that was earned by the firm was placed into a firm bank account, correct?

A. Yes, sir.

Q. And out of that bank account, the firm

paid its expenses?

A. Yes, sir.

Q. And it also paid the senior partners, yourself and Amato?

A. Yes, sir.

Q. By way of weekly draws?

A. Yes, sir.

Q. And the draws were basically equal I think you've testified to, with some exceptions?

A. Correct.

Q. But as a rule, pretty equal, correct?

A. Yes, sir.

Q. And so you agreed with Mr. Amato on numerous occasions to pay money to Judge Porteous?

A. Yes, sir.

Q. You gave Judge Porteous cash after these requests were made?

A. Yes, sir.

Q. By Judge Porteous?

A. Correct.

Q. Didn't give him a check?

A. Didn't give him a check.

Q. Gave him cash?

A. Cash.

Q. Because cash was not traceable?

A. Cash is only traceable if you deny it -- I mean not traceable if you deny it. A cash business is a legitimate business. If you lie about it, it's not right. I haven't lied about it.

Q. But you were given immunity from the use of your testimony in criminal proceedings by the federal grand jury, correct?

A. And I've never one time --

Q. No, is that correct?

A. Yes, sir, that's correct.

Q. Okay. And so you knew that if you told the truth, you could not be prosecuted for perjury?

A. Absolutely.

Q. Or obstruction?

A. (Witness nods head.)

Q. Or making a false statement of any kind, obstruction of justice, correct?

A. Correct.

Q. So you had an incentive to tell the truth?

A. I would have told the truth regardless.

Q. And you did not reveal the truth that you were funding through cash payments president -- excuse me, Judge Porteous's lifestyle until you had been granted immunity from prosecution, correct?

A. That was one of the -- yeah. Yes. That was one of the requirements that was offered to me, I don't even think we bargained for it. I'm looking at my lawyer. It was, here's your immunity, come to the grand jury. We didn't like --

Q. I mean, come on now, Mr. Creely. You don't think that the grand jury, that the U.S. attorney's office would just issue you a blanket grant of immunity on its own motion without your lawyer actually requesting that for you?

A. I'm sure he asked for it. You would have to go through the scenario, but it was not lie --

MR. CAPITELLI: Can you clarify between a negotiated immunity or a -- for a plea bargain type thing versus a forced immunity where the Justice Department gives immunity, says they're going to call someone to testify, and then the lawyer asks for immunity and it's provided?

BY CONGRESSMAN JOHNSON:

Q. Bottom line, you received immunity before you revealed the fact that you were making cash payments to Judge Porteous, correct?

A. I was given forced immunity I think is the word I was looking for, yeah.

Q. You were given forced immunity?

A. Forced immunity.

Q. And you asked for immunity?

A. I believe upon advice of counsel, they asked -- I asked for immunity, yeah.

Q. And so once you were granted that immunity, that's why you told the truth, correct?

A. That's not the reason I told the truth, but that is part --

Q. Well, what is the reason that you told the truth?

A. Because I'm not going to stand -- I'm not going to lie about the situation, you know? I could have been given immunity and lied about the situation. Nobody's showing me a cash payment I made. I've always voluntarily tried to cooperate with you guys. When I say you guys, everybody, and I've been nothing but slammed for it. I've done everything I can to cooperate, every corner, every time anybody asks me to come talk to them, I tried to cooperate.

Q. Well, you know that you were under oath then, correct, when you testified before the grand jury?

A. Yes, sir.

Q. And you were also under oath when you

testified before the investigatory panel for the House of Representatives, correct?

A. Yes, sir.

Q. And you were also under oath when the Fifth District judges interviewed you pursuant to a inquiry into Judge Porteous, correct?

A. I was under oath I think at least two other times.

Q. Yeah, you were under oath before the House of Representatives in a hearing?

A. And a deposition I think they took of me.

Q. They took a deposition and you were under oath, and you were also under oath when you testified at the House of Representatives?

A. Always.

Q. And so from the time of your grand jury testimony, which was the first time you testified under oath, correct?

A. Yes, sir.

Q. You have had to be consistent in your subsequent sworn statements with what you said in the grand jury proceeding, correct?

A. You attempt to be consistent, yeah. It's hard to be, but you try to be as consistent as possible.

Q. So that's why you are not lying, that's why you have to tell the truth, correct, today?

A. Yes, sir, you have to tell the truth.

Q. It's not because of any great moral conviction, but it's simply because you've been granted immunity from criminal charges except insofar as perjury or false statements or obstruction of justice is concerned, correct?

A. Yeah, I guess the answer is correct.

Q. Now, your partner and your associates may -- or did have cases pending in Judge Porteous's courtroom during the time that you and your partner were giving Judge Porteous cash money under the table; is that correct?

A. I don't know if my associates had cases in front of him. They could have. I don't know that. I didn't have an associate that had a case in front of Judge Porteous. That's why I'm saying, I think the best evidence would be Mr. Amato, and I wouldn't doubt anything he said about that.

Q. Well, and the fact is that you and he being partners in business together, paying expenses equally, correct?

A. Yes.

Q. And sharing firm profits equally?

A. Correct.

Q. You wanted to help him along with his practice as much as you could, correct?

A. Of course.

Q. And so you and he paying Judge Porteous cash was a joint enterprise between you and Mr. Amato?

A. Yes.

Q. And you did that because Mr. Amato asked you to do it, correct?

A. I agreed to do it.

Q. Now, Judge Porteous I think you testified to on some occasions came to you directly and asked for money?

A. Yes, sir.

Q. But most of the time, it was through Amato that the request was made by Judge Porteous for money?

A. I don't think that I testified to that. I think my testimony was --

Q. Well, is that true or is that false?

A. I would think that would be inaccurate, yes, sir.

Q. That would be inaccurate?

A. Yes. I think most of Judge Porteous's

requests while he was on the district bench would have been to me.

Q. But you would go to Mr. Amato and say, listen, the guy's hitting me up for some change, and let's go ahead and give it to him, correct?

A. Yes, sir.

Q. Amato would sometimes come to you and say the same thing, correct?

A. I can't deny that, but that's not usually the way it -- that's not usually the way it worked. Usually he came to me for whatever reason, but he came to me.

Q. But the famous fishing trip where Judge Porteous broke down and confessed, I guess, to your law partner Mr. Amato that he needed some money for either his son's tuition or his child's tuition or his son's wedding, he did ask you, Mr. Amato, to share in that gift, if you will, to --

A. Yes, sir.

Q. -- Judge Porteous, correct?

A. Yes, sir.

Q. And you didn't hesitate?

A. No, I hesitated, but I did it. I hesitated. And I said I'm not doing this anymore, and it dragged --

Q. But you did it?

A. I did it. I did it.

Q. Did you do it because your partner asked you to do it?

A. Well, the judge didn't ask me to do it. My partner asked me to do it, and I don't know whether --

Q. And you knew that it would help your partner if you consented, correct?

A. It would help him?

Q. Yeah.

A. With the judge?

Q. Yes.

A. I don't believe that Judge Porteous would have ruled one way or the other with all this -- whether we gave him the thousand dollars, two thousand dollars or not.

Q. Well, let me ask you now, this payment for his child's tuition or for his son's wedding, $2,000, correct?

A. Yes, sir.

Q. You contributed a thousand?

A. I gave that to Mr. Amato, yes, sir.

Q. Both you and Mr. Amato drew a draw from the law firm account, and out of those proceeds, you

both converted the checks to cash, and then each of you contributed $1,000 cash --

A. I gave --

Q. -- to Judge Porteous?

A. I'm sorry. I gave Mr. Amato a thousand dollars, that's what I did.

Q. In an envelope?

A. No, I handed him a thousand dollars cash.

Q. And then the envelope was then given to Judge Porteous?

A. That's what I understand. I've read this, and that's what I understand. I read testimony refuting that, I believe, but my understanding is it was placed in an envelope and given to Judge Porteous's secretary. That's my general understanding.

Q. Okay. And this happened while Judge Porteous was serving as a Federal District Court judge, correct?

A. Yes, sir.

Q. Now, that was at a time when the Liljeberg case, also referred to as the Littlejohn -- Lifemark case --

MR. CAPITELLI: Lifemark.

CONGRESSMAN JOHNSON: -- was pending

before Judge Porteous, correct?

THE WITNESS: Absolutely. Yes, sir.

BY CONGRESSMAN JOHNSON:

Q. And so the firm is basically giving cash money to Judge Porteous who is handling a case that the firm has an interest in?

A. Yes, sir.

Q. Has a financial interest in?

A. Yes, sir.

Q. And this was a potential multimillion dollar verdict?

A. Potentially, yes.

Q. In a class action lawsuit, correct? Or it wasn't a class action?

A. It wasn't a class action.

Q. It was a complex litigation?

A. Which I knew nothing about because I asked Mr. Amato about that.

Q. But you did know there was a lot of money that was at stake potentially?

A. Yeah. Yes, sir, that's correct.

Q. And you wanted to get that money?

A. Of course, we all like to make money, yeah.

Q. And you knew it would look bad if you

gave Judge Porteous a check for a gift, right?

A. No question about it. It was a bad thing to do.

Q. Yeah.

A. I do know that was a bad thing to do.

Q. It had at least an appearance of impropriety?

A. Absolutely.

Q. But you would defend against that appearance by saying that it was only a gift?

A. Yeah, because -- do you want me to explain why? If you don't, I'll just answer. The reason being is that the limited amount of knowledge I had about that case -- and understand also they had a guy named Don Gardner who was on the other side, the guy's trying to, whatever he was doing, but that case was going to go to the Fifth Circuit Court of Appeals, no matter what happened in the District Court.

Q. Well, let me ask this question. You were aware that Judge Porteous may have been taking money from other lawyers, correct?

A. I think that probably, from my experiences, yeah. If he was your close, close friend, I think that -- I don't think I was an

isolated situation, but from just reading all this stuff, they seemed to mostly deny a lot of that, and it may be correct. It may be accurate what they're denying.

Q. Well, let me ask you this: You had no idea whether or not Don Gardner, the lawyer on the other side of the Liljeberg case --

A. It's a funny name, I don't understand it.

Q. You had no idea whether he was paying Judge Porteous cash money as gifts or not, correct?

A. Well, yes, sir. I think I testified on one occasion that he mentioned that he did. I think. But putting that in a time frame, I can't tell you the year, but he mentioned that to me, okay?

Q. Was it before the Liljeberg case?

A. That's what I'm trying to tell you. I can't put that in a time frame ten years ago.

Q. Okay. Well, at the time of the Liljeberg case, did you have reason to suspect that Judge Porteous was accepting cash money from the opposition on the Liljeberg case?

A. Do you want me to speculate?

Q. I asked you, did you have reason to believe or to suspect?

A. Did I suspect? I suspected that Judge Porteous is a very manipulative man, and I didn't think that I was the only person being leaned on by Judge Porteous.

Q. And so you thought it would be -- you and Mr. Amato thought it would be in your best interests to go ahead and kick Judge Porteous some cash money under those circumstances, correct?

A. That's not -- if you want to twist it that way, but that's not the way it was. I didn't think I was gaining influence from Judge Porteous by doing that, okay? I can only tell you that. And the reason being is that Mr. Amato was on one side of the case, Mr. Gardner was on another side of the case. Mr. Gardner went to the Las Vegas trip with me. I was never alone with Judge Porteous at any time on any of these -- this trip that's been made an issue here. And so -- and this case was never going to resolve itself in District Court. It was going to always, always, always go to the United States Fifth Circuit Court of Appeals.

Q. Well, certainly you would be helped by any pretrial and trial rulings that were made by Judge Porteous that would be favorable to your client or to the firm's client?

A. Regarding the cash of $2,000?

Q. No, regarding the Liljeberg?

A. Yeah, the Liljeberg case, you're talking about the $2,000 payment that we made?

Q. Yeah.

A. That case was under advisement. There were no more motions to be heard on that case.

Q. At the time that you gave the $2,000?

A. Yes, sir. It was under advisement for three years, I believe three years.

Q. And you had no idea whether or not Judge Porteous was getting payment from Don Gardner, the attorney on the other side?

A. I didn't care.

Q. At that time?

A. And I didn't care if he was. I didn't care.

Q. Did you ever consider that he may be giving money?

A. I tell you I had suspicions, but I had no proof, I had no proof of that. And the bottom line is -- I'm sorry.

Q. The bottom line is that Judge Porteous, as a Federal District Court judge with a matter pending before him, an official matter, hit Amato &

Creely or Creely & Amato up for cash money?

A. However you want to phrase it, hit me up, yep. He asked my law partner for $2,000.

Q. But you're not going to say that he had a bad reason for asking you for the money? You're not going to say that?

A. No, I don't believe that he -- he was asking, if I had -- I would have asked for more if I wanted a favor back from a multimillion dollar judgment, but he didn't. He asked for $2,000. If I was going to go in the tank, I would go big. I wouldn't go for $2,000.

Q. Well, some folks do a big lick and other folks just do it over the course of time, correct?

A. Yes, sir.

Q. And your testimony is that at least $10,000 cash over a ten-year period you gave to --

A. A thousand dollars a year, a month -- I mean a year, correct, that's $183 a month, yeah. That was ten years prior to that or five years prior to that.

Q. It could have been more?

A. Yeah, it could have been more, but I don't think it was.

Q. Now, there were also trips to Las Vegas.

A. That was a trip to Las Vegas.

Q. There were not two?

A. It was a trip to Las Vegas, I don't remember when it was, ancient --

Q. Was that the September 1990 fund-raiser for Bill Hall, correct?

A. Yeah, I left the group, I went home. I left everybody.

Q. But you were -- you took a trip to Las Vegas with Judge Porteous and others in connection with the Bill Hall fund-raiser in September of 1990, correct?

A. I gave Bill Hall a campaign contribution, and for that contribution, that was a trip to Las Vegas that we all went on is the way I recall. And on that trip, I recall a number of judges from Jefferson Parish being on that trip, Judge Cusimano was on that trip, there were a lot of people, they were all friends. And I spent the first night there, and I said I'm out of here, I can't take this anymore, I'm going home. I went and got on a plane and left.

Q. Did you give Judge Porteous any money in connection with that trip?

A. No, sir. I left the trip. I wasn't on

the trip 12 hours, and I got -- we got there at midnight, I think we left New Orleans at 11, we got there late that night, I think I spent the night and got up and went to the airport and took a special flight back to New Orleans, I said I'm out of here, I left.

Q. Then there was another trip to Las Vegas in January of '91, correct?

A. I'm not familiar -- what is this about?

Q. That's the one where the judge approached you as you were sitting at the poker table and knocked your chips down?

A. No, I don't believe that was in Las Vegas. That wasn't in Las Vegas.

Q. Where was that?

A. I don't know. I remember him being, and the best way I can say it is obnoxious with me.

Q. So if it was not in Las Vegas, then it means that there was a second gambling trip somewhere?

A. Either that or that we -- it could have been on the Gulf Coast, it could have been in New Orleans, it could have been someplace.

Q. So there may have been more than two gambling trips then, correct?

A. Yeah, more than the two Las Vegas trips, but not -- when you say trips -- I'm sorry.

Q. The bachelor party --

A. Uh-huh, yes, sir.

Q. -- for Judge Porteous's son, was that in Las Vegas?

A. Yes, sir.

Q. Was that a third trip to Las Vegas?

A. I don't recall three trips to Las Vegas. I only recall the two that you mentioned, the Bill Hall trip, which I did previously testify to, and the bachelor party.

Q. You do recall a CLE trip, continuing legal education trip to Vegas?

A. I don't -- you know, I don't recall a CLE trip to Vegas. We did a lot of CLE trips to the Gulf Coast, the Jefferson Bar Association did. They put on trips to casinos on the Gulf Coast, the Isle of Capri Casino was one, and we used to go to those. I don't know if I went to the gambling ones. I went to the ones before, like at the Emerald Beach before gambling was legal.

Q. Well, let me ask you this: You lied to the FBI about Judge Porteous, correct?

A. Correct.

Q. And you lied to them when?

A. Are you talking about the 1994 interview?

Q. Were there any other occasions that you lied to the FBI?

A. No, sir, not that I recall.

Q. And so you lied to the FBI because you wanted Judge Porteous to be successful in the nomination that he had received to the Federal District Court, correct?

A. I didn't want to hurt the man.

Q. So you lied?

A. I didn't tell the complete truth.

Q. Uh-huh. So you lied?

A. However you want to call it, Congressman. You can pound it in me as much as you want.

Q. Yeah. And this was at a time when you were pretty much sick and tired of the cash payments, being hit up for by Judge Porteous for the cash payments, correct?

A. I had been sick and tired of it for a long time before that, but yeah.

Q. And you considered it to be an abuse of your friendship?

A. Yes, sir.

Q. But you had cases pending, the law firm

had cases pending before Judge Porteous at the time you made the false statement to the FBI?

A. I can only tell you that I don't -- I don't know what cases were pending before Judge Porteous at that time. I can only tell you the only two cases I know about are the ones I was involved in. I'm not aware of any other cases. The best evidence to that would be Mr. Amato, and I would defer completely to his testimony on that issue.

Q. But you continued to view your relationship with Judge Porteous as one of friendship up until 2003, is what you testified to today; is that correct?

A. Yes, sir.

Q. And in 2003, that was when the FBI came to talk to you again about Judge Porteous?

A. Yes, sir.

Q. But this time it was about alleged corruption by Judge Porteous?

A. Yes, sir.

Q. And the FBI asked you about the curatorships?

A. Yes, sir.

Q. And at that point, you kind of cut off the relationship with Judge Porteous?

A. In 2003? The curators had been over with for seven years by then, nine years.

Q. Well, I know that, but, again, 2003 when the FBI came to talk to you, you halted your friendship with Judge Porteous?

A. Right, because on advice of counsel, I didn't want to talk to Porteous, have anything to do with Porteous to risk the implication that I was trying to confound any proceedings. I don't know what the proper terminology is criminally, but let's say obstructing justice in any way, I said I'm not going to have anything to do with Judge Porteous until this is all over with.

Q. Prior to that time, you continued your friendship and you continued to give Judge Porteous cash money on occasion?

A. No, I haven't given judge -- the only cash money I gave to Judge Porteous was 1999 after he became a federal judge. The $2,000 that we were talking about.

Q. You testified today that at first you considered the requests for money to be out of friendship?

A. Yes, sir.

Q. And but later you started feeling like

you were being taken advantage of?

A. Yes, sir.

Q. And you continued to give cash despite that, correct?

A. Yes, sir.

Q. You gave a false statement to the FBI in '94, correct?

A. I wasn't a hundred percent forthcoming with them, yes, sir.

Q. And you and Judge Porteous continued to go fishing?

A. Yep. Yes, sir.

Q. And did you all continue to hunt during that time period as well?

A. Probably. We -- hunting and fishing seasons would come and go in Louisiana, and I probably took him hunting, duck hunting.

Q. And all during that time, you were receiving the curatorships from Judge Porteous?

A. That's before '94?

Q. Yes.

A. Yes, sir. What's the question?

Q. And the curatorships yielded about $200 apiece or $175, whatever the case might be?

A. I've read the testimony, yeah, $175,

$200, something like that, yes, sir.

Q. And so I believe you have admitted in a previous proceeding that it could have been upwards of $40,000, the curatorships from Judge Porteous?

A. I didn't admit that. I don't think I testified to that, I think Mr. Baron testified to that in his opening statement to the House of Representatives is my understanding, but --

Q. Would you disagree with that figure?

A. I would have to get the number of curators, which I still don't know how many they were today.

Q. Would you disagree they would amount to approximately $40,000?

A. If you take the math and multiply it times the number of curators I got, whatever that number is, sir, I don't dispute --

Q. You said there were about a hundred curatorships you testified to today, correct?

A. That's what I thought at the time of my testimony, but I subsequently found out, I believe somebody from the House of Representatives asked for the list, and I said I knew there was a list, I testified to that at the grand jury. Somebody then got the list from our office computer, and I believe

--

Q. Okay. Well, let me stop there.

A. I'm sorry.

Q. Because my time is escaping.

A. I understand, sir.

Q. Gary Raphael, the attorney that Jake Amato hired, you both were responsible for paying him?

A. Yes, sir.

Q. And he actually was assigned to you on occasion to go to court?

A. He would very rarely go to court for me from my recollection.

Q. And Judge Porteous was the person who referred Mr. Raphael to Mr. Amato?

A. Correct.

Q. And you didn't like the services that were being rendered by Mr. Amato? They were not -- excuse me, by Mr. Raphael. They were not suitable for your end of the practice, correct?

A. What I used him for was to do paperwork, to do research, not to go to court. He's not a trial lawyer, and there's nothing wrong with not being a trial lawyer.

Q. Well, what do you mean he was not a trial

lawyer, what was he good at?

A. Working papers.

Q. He was good at working papers?

A. Putting pleadings together.

Q. And so you never did complain about his level of performance for the firm?

A. Did I ever complain about his level of performance for the salary he was getting, I don't know why he worked for us other than he had a very wealthy wife, I don't know why the man continued to work for us. I don't believe the salary was very high. We didn't pay him very much. So he was like -- I don't want to say anything to offend the gentleman, if you can understand. He did good at what he did.

CONGRESSMAN JOHNSON: Senator Johanns, I would at this time like to yield to co-counsel.

SENATOR JOHANNS: How much more time do you have?

CONGRESSMAN JOHNSON: About 20 more minutes.

SENATOR JOHANNS: I know it's 20 more minutes to 12, but how much more time do you have in questioning?

MR. DAMELIN: Probably five to ten

minutes.

SENATOR JOHANNS: Okay. And are you anticipating additional questions?

MR. SCHWARTZ: Yes, Senator, I am.

SENATOR JOHANNS: How much time would that be?

MR. SCHWARTZ: Probably ten minutes.

SENATOR JOHANNS: So we should be able to wrap this up around noon, but go ahead.

MR. DAMELIN: Okay, thank you.

BY MR. DAMELIN:

Q. Just to clarify some things that were testified to this morning, Mr. Creely. Let's go through, if we can, quickly the chronology with you and Judge Porteous and giving him money over the years, okay? While Judge Porteous was on the state bench, would he ask you for money?

A. Yes.

Q. And you would at first give him the cash that he asked for; is that correct?

A. Correct.

Q. And then did there come a time where you told him, specifically told him that you were not going to continue to give him cash?

A. Yes, I told him I was put out by having

to give him cash.

Q. You made that clear to him?

A. Very clear to him.

Q. And after that time, did Judge Porteous start sending you a large number of curatorships?

A. Over a ten-year period of time, there were a large number.

Q. After you told Judge Porteous that you were not going to give him money pursuant to his request, did he start to send you an increased number of curatorships?

A. Started sending me curators. I can't tell you how many. You have the records. You tell me.

Q. Answer my question, did he start sending you an increased number of curatorships?

A. Started sending me curators.

Q. Did you want those curatorships?

A. No.

Q. Did you request those curatorships?

A. No.

Q. Did Porteous at one or more points in time call your office checking on the curatorships?

A. Yes, and I've testified to that before.

Q. Can you just answer the question?

A. Yes.

Q. And then did he also on or about the time he called checking for the curatorships, did he also ask you for money?

A. At the same telephone --

Q. Not necessarily the same call, on or about the time that he called?

A. Yes, sir.

Q. And did you discuss Porteous's request for money with Mr. Amato?

A. Yes.

Q. And did you and Jake, you and Mr. Amato, jointly decide to take equal draws and then give the money to Judge Porteous that he had requested?

A. Yes.

Q. And is it correct that your estimation is both you and Jake gave him approximately $10,000 apiece over that period of time?

A. Yes.

Q. And after Judge Porteous took the federal bench, did he send you any more curatorships?

A. No.

Q. And after Judge Porteous took the federal bench, but for the one time that you've talked about in connection with the request on the fishing boat,

did you ever give Judge Porteous any money again?

A. No, sir.

Q. Okay. So after the curatorships stopped, other than one time, you didn't give him any money?

A. Our relationship pretty much got distanced.

Q. Could you just answer?

A. Yeah.

Q. And did you feel that the giving the money, did you feel uncomfortable doing this?

A. Yes.

Q. Did you feel, in fact, put upon by him?

A. I'm sorry?

Q. Did you feel put upon by him?

A. Yes, sir.

Q. Now, turning to the bachelor party in Las Vegas in May of 1999, this was while the Liljeberg case was under advisement, correct?

A. Correct.

Q. So Judge Porteous had not yet made a decision?

A. That's correct.

Q. Okay, we talked earlier, Mr. Schwartz had asked you about what you had paid for. You recall paying for a meal?

A. Yes, sir.

Q. Okay. You had some issue about whether or not you paid for his hotel room?

A. I did.

Q. Okay, did you also, and you testified to this in your grand jury testimony, did you also after the meal go with Judge Porteous, his courtroom bailiff, a fellow by the name of Ricky Windhorst, and another group of people to a strip club?

A. Yeah.

Q. Okay, and did you also at that strip club give one or more women a hundred dollars in cash for lap dances for Judge Porteous and Mr. Windhorst?

A. Yes, and I left the club immediately thereafter.

Q. Okay, but you did --

A. Yes.

Q. In addition to the other expenses we talked about, you also paid $200 in cash for the lap dances, correct?

A. Yes.

Q. Okay, and this monies that you paid in Las Vegas, the meal, the hotel room, and the lap dances, were those monies that came from the funds of Creely & Amato?

A. They would have been out of my pocket. It's my money, I guess.

Q. When you charged the meal, for example, on the American Express card, was that paid by you personally or that was paid by the firm of Creely & Amato?

A. Amato & Creely paid it.

Q. Okay. Now, on at least one occasion, to your knowledge, did Judge Porteous or his secretary come over to the firm to pick up money that he had requested?

A. One occasion, it's my understanding his secretary did.

Q. Did you personally complain to Judge Porteous about that practice?

A. I think that was the thousand dollars each --

Q. Did you personally complain to Judge Porteous?

A. No, not on the two thousand. If the two thousand dollar one is what you're talking about, no, I did not complain. I complained to my law partner because I didn't talk to Judge Porteous --

Q. Did you ever complain to Judge Porteous about sending his secretary over to come over and

pick up money at the firm?

A. I may have.

Q. Okay. You had mentioned earlier this morning that some other judges may have sent you curatorships over a period of time; is that correct?

A. Yes, sir.

Q. Okay. Did any of those judges ever ask you for cash either before or after they sent you the curatorships?

A. No.

Q. Okay. Did you ever give any of those judges that sent you those curatorships money?

A. Campaign contributions?

Q. No, not campaign contributions. Money.

A. No.

Q. You and Mr. Creely were --

MR. CAPITELLI: Amato.

MR. DAMELIN: Oh, excuse me.

BY MR. DAMELIN:

Q. You and Mr. Amato were true partners from about the mid '70s through about 2005; is that correct?

A. Yes, sir.

Q. Was that clear to everybody?

A. It was clear to me. Clear to the United

States Government. I guess clear to everybody else, taxes.

Q. And any of the money you ever gave to Judge Porteous over the period of time, did he ever pay you back any of this money?

A. No.

MR. DAMELIN: I have no further questions.

EXAMINATION

BY MR. SCHWARTZ:

Q. I just have a few questions, Mr. Creely. And I'll raise my voice so you can be sure to hear.

MR. CAPITELLI: Thanks for both of us. We appreciate it.

BY MR. SCHWARTZ:

Q. Have you told the truth today?

A. Yes.

Q. Have you told the truth because you have immunity?

A. No.

Q. You would tell the truth regardless?

A. Yes. I have nothing to lose. I'm not a practicing lawyer anymore. I have nothing to lose by lying, nothing, nothing. I can't support my family right now. I have nothing to lose. I want

you to understand that.

Q. Thank you. The Congressman referred to your paying money under the table --

A. I'm sorry?

Q. The Congressman referred to your paying money, quote, under the table to Judge Porteous. Did you pay money under the table to Judge Porteous?

A. Like under the table like this? No, but it's a characterization that makes the scenario look -- make me look bad and make the whole thing look bad, that's a characterization of what happened.

Q. Do you agree with that characterization?

A. No, but it is what it is, okay?

Q. But did you ever hide the fact you were giving money to Judge Porteous?

A. No.

Q. Were you embarrassed by the fact you were giving money to Judge Porteous?

A. I am now.

Q. Were you at the time?

A. As I mentioned, I didn't -- my actions in helping a friend, I didn't think I was doing anything wrong. I was grossly mistaken, and I'm paying for that error in judgment, gross error in judgment.

Q. But at the time, you thought it was all right?

A. As long as he wasn't doing anything for me, yes.

Q. And in your view, he was not doing anything for you; is that correct?

A. That's correct.

Q. You testified that you stopped talking with Judge Porteous after 2003. Was that because there was an investigation going on?

A. Yeah.

Q. Was that the only reason?

A. Yeah. Well, that and that I was -- it was coming to light that I had -- my friendship had been abused severely by him because then the newspaper and the different people started talking that I wasn't necessarily the only friend he was beating up on, if you want to use a slang word. I began to feel like, hey, maybe I got taken advantage of, you know. And so I rid myself of the guy, say I don't have anything to do with him anymore for multiple reasons.

Q. Why did you think you were being taken advantage of?

A. Because I don't believe what he told me

he needed the money for was actually what he was spending the money on. In other words, he lied to me. I think he was --

Q. Do you have any proof of that?

A. Do I have any proof of that?

Q. Yes.

A. No, but -- no, I have no proof of that.

Q. But is that the reason why you felt you were being put upon by Judge Porteous, because he was -- because you thought he might be using the money for other purposes than what he said?

A. That became -- that started to come to light after a while, that he was using the money for the purposes other than what he was asking for.

Q. And that had to do with gambling and other expenses?

A. I'm sorry?

Q. That had to do with gambling or other things?

A. Probably a combination. I don't know.

Q. But if he had used the money for the purposes you thought he was using it for, would you have been upset with him?

A. Would I have been upset with him?

Q. Yes.

A. No. I'm still upset that he kept asking me. It gets old after a while. Even if it's for an honorable cause, I got tired of it.

Q. You got tired of it. Why?

A. I don't know. You got a hundred bucks you want to lend me? I got tired of giving him money.

Q. When you had your discussion with Mr. Amato regarding the $2,000 that was given to Judge Porteous after the fishing trip, did you talk about the Liljeberg case at all with Mr. Amato?

A. The river barge case?

MR. CAPITELLI: The Liljeberg case, did you talk about that?

THE WITNESS: No, I wouldn't know what to talk to him about the case about. It was a very convoluted case from what I understood. I didn't talk to him about that case.

BY MR. SCHWARTZ:

Q. But when you had your discussion with Mr. Amato about giving -- that Mr. Amato was giving him $2,000 and you were going to contribute a thousand, did that case ever become -- was that part of your conversation in any way?

A. No.

Q. And did you feel that in any way would affect Judge Porteous's decision in that case?

A. No.

Q. You took a number of other -- you testified that you took a number of other state judges out for meals, for lunches and dinners; is that correct?

A. That's what I testified to.

Q. Okay. Did you give any of those judges campaign contributions?

A. I'm sorry?

Q. Did you give any of those judges campaign contributions?

A. Absolutely. Yes.

MR. CAPITELLI: I would like to clarify. Not at the dinners directly, you gave them campaign contributions?

THE WITNESS: I didn't give them directly. I mean, I have to qualify everything I say. I'm tired, I'm sorry, I flew in from New Orleans yesterday. I'm here, but this has been going on for 30 years with all this stuff. Yeah, but I gave their campaign, whoever it is, money for them, for their campaign.

BY MR. SCHWARTZ:

Q. And did you also appear before those judges?

A. Yes, sir.

Q. Did you feel that giving them campaign contribution was in any way affecting their decisions?

A. No.

Q. For or against you?

A. No.

MR. SCHWARTZ: That's all I have, Senator. Thank you.

EXAMINATION

BY CONGRESSMAN JOHNSON:

Q. Why did you fly into New Orleans yesterday instead of coming directly to Washington, D.C.?

MR. CAPITELLI: I'm sorry, please repeat that.

BY CONGRESSMAN JOHNSON:

Q. Why did you fly into New Orleans yesterday instead of coming directly to Washington, D.C.?

A. That's what I did. If I said that wrong, I misspoke. I flew from New Orleans to Washington, D.C.

Q. Why did you -- but you're living in Colorado now?

A. No, no. I moved back to New Orleans.

Q. So you didn't fly to New Orleans from Colorado on your way to --

A. No, sir.

Q. Okay.

A. I flew from New Orleans to D.C.

Q. Now, sir, when the FBI came to talk to you in 2003, all was well between you and Judge Porteous up to that point; is that correct?

A. The answer yes, but no, because there was so much going on in this thing since -- the FBI didn't just pop up and something went wrong. This stuff began to be rumored for a number of years, if my memory serves me correctly, that there was a problem with Porteous, Judge Porteous.

Q. But you weren't angry with him at that time of the FBI?

A. I was getting there.

Q. You were getting there. But were you or were you not angry with Judge Porteous?

A. Disappointed, I was hurt, but I wasn't -- the day the FBI interviewed me, that day was the worst day that anybody could have possibly

interviewed me, sir, that's all I can tell you.

Q. Well, but you told them the truth, right?

A. I attempted to.

Q. And you testified truthfully in your grand jury testimony; is that correct?

A. I tried to testify truthfully, yes.

Q. Do you have a copy of your grand jury testimony?

A. I do not, sir.

Q. Your attorney, I believe, has a copy.

MR. CAPITELLI: I have copies of his testimony.

BY CONGRESSMAN JOHNSON:

Q. I would ask you to take a look at page 33.

MR. CAPITELLI: Which line, Congressman?

CONGRESSMAN JOHNSON: Look at line 17.

MR. CAPITELLI: Right here.

BY CONGRESSMAN JOHNSON:

Q. Would you read that to me?

A. You want me to read line 17?

Q. Yes.

A. And I believe when I was interviewed by the FBI, I called him a rail thief, and it was inappropriate. It was an inappropriate use of

words, and I -- sometimes during this interview, I would like to explain my mind-set before that interview to you, if you think you want to ask me about it, but I believe in all fairness to him, I was mad as heck at him in 2003, when I got the phone call to go meet with these people.

Q. Continue.

A. And against everybody's advice, I went and met with these -- with them. It was a very bad part of my life, but I went and met with them.

Q. Continue.

A. You're talking about meeting with the FBI? That's correct. You're talking about meeting with the FBI? Yes, sir. And by rail thief, the term would mean somebody who takes chips from their little shelf. Answer, yes.

Q. Okay, stop there. Here you testified at the grand jury that when the FBI called you to come down and talk to them and when you went down and talked to them, you were, as it says on line 22, but I believe in all fairness to him, I was mad as heck at him in 2003?

A. Yeah, shouldn't have used the word rail thief.

Q. And you did use the word rail thief

because he had knocked down some of your chips or he had stolen some of your chips?

A. He didn't steal my chips, he knocked them down.

Q. This was in Vegas or some other location?

A. Counsel, I don't know where that was. It was probably locally. I don't know where that was.

Q. Well, now, is it your testimony that the last time that you went gambling with Judge Porteous was in Las Vegas was in 1991?

A. '91?

Q. Yeah.

A. No, 1999 I went on the bachelor party, but I didn't gamble.

Q. 1999 was the bachelor party?

A. Yes, sir. Yes, sir. I think '91 was your Bill Hall trip that you asked me about.

Q. September of '90 was Bill Hall.

A. If that's the year, I don't know the year, but if that's what you're telling me, I do remember a trip with Bill Hall.

Q. And I believe on page 32 of this same proceeding, the grand jury testimony, look at line 9.

A. Okay. You want me to read it?

Q. Yeah.

A. Yes, sir, continuing legal.

MR. CAPITELLI: Starting at line 9 he will start. Go ahead.

THE WITNESS: Yes, sir, continuing legal education, maybe it's not. I don't see it. Oh, I'm sorry. September '93 was the dove hunt. I have a 1991 -- and the reason I've found that is -- and like, like I said, I was mistaken. So September of 1991, I had a CLE Las Vegas, September the 18th through the 21st -- January 18th through the 21st of 1991, and I believe he was on that trip because I got aggravated with him one time. And all I know, he was in Las Vegas. And that's one of the, I think that was the trip he may have been -- it may have been the one before because I left, but I think it was the January '91 trip, and I don't even remember these trips that I had not -- had had or not had this calendar.

BY CONGRESSMAN JOHNSON:

Q. Okay. So nowhere in any of the testimony you have given have you mentioned a gambling trip other than the CLE in '93 and the marriage of -- or the bachelor party of his son, but you've also mentioned a fund-raiser for Bill Hall in September

of 1990, correct?

A. If that's the year, yes, sir. I remember going on a --

Q. So when would the -- so the bachelor party trip was in 1999?

A. Yes, sir.

Q. I see, okay. That was after he was on the federal bench?

A. Yes, sir.

Q. Okay. And Judge Porteous hadn't done anything for you personally up to that time, correct?

A. Yes, sir.

Q. But you still considered him a friend in '99?

A. Yes, sir.

Q. And you treated him accordingly?

A. Yes, sir.

Q. Gave him cash money?

A. Yes, sir.

Q. On the trip to Las Vegas?

A. I didn't give him a trip to Las Vegas. I participated in a trip in Las Vegas, and the record will reflect what I gave him while I was in Las Vegas.

Q. Well, you would not deny that you gave him cash that could not be traced in Las Vegas in 1999; is that correct?

MR. CAPITELLI: Cash at the Vegas trip, he gave him cash?

CONGRESSMAN JOHNSON: Yeah.

THE WITNESS: I didn't give him cash in the Vegas trip.

BY CONGRESSMAN JOHNSON:

Q. But you did pay for the lap dance, though, correct?

A. Yes. Yes, sir.

Q. Gave him a hundred dollars, gave someone $200, one for a lap dance for Judge Porteous and the other for a lap dance for his bailiff, I believe it was, correct?

A. Yes, sir, right.

Q. And then you caught a cab and went back to I believe Beau Rivage?

A. I went to Bellagio's because I hadn't seen it before.

Q. Bellagio's and, stuck, what, $20 into a slot machine and, bam, came out with $1500?

A. I did. It was $1400, it was crazy.

Q. You didn't give Judge Porteous any of

that money?

A. No, sir. No.

Q. Didn't pay for any meals?

A. My credit card reflects what I paid for out there. I didn't use -- give Judge Porteous any of that money.

Q. Didn't slip him a hundred bucks for gambling?

A. No.

Q. Did you ever do that?

A. Not that I recall.

Q. And you never told anybody that you were giving cash money to Judge Porteous until the 2003 interview with the FBI, correct?

A. I may have -- I may have mentioned it to somebody, mutual friend, but probably you're correct.

CONGRESSMAN JOHNSON: All right. I have no further questions.

SENATOR JOHANNS: Okay, great. That wraps up the deposition, and thank you for your patience.

(Whereupon, at 12:07 p.m., the taking of the instant deposition ceased.)