

**IV. COMMITTEE ACTIONS AND FILINGS OF
THE PARTIES LEADING UP TO THE SEP-
TEMBER EVIDENTIARY HEARINGS**
c. Filings regarding Stipulations

**In The Senate of The United States
Sitting as a Court of Impeachment**

_____)
In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)
_____)

JUDGE G. THOMAS PORTEOUS, JR.'S PROPOSED STIPULATIONS OF FACT

Judge Porteous respectfully submits the following proposed stipulations of fact, to be used at the Senate impeachment trial Committee hearing regarding the impeachment of Judge G. Thomas Porteous, Jr.:

1. Judge Porteous graduated from Cor Jesu, now Brother Martin, High School was honored as the alumnus of the year there in 1997.
2. Judge Porteous graduated from LSU in 1968 and the LSU law school 1971.
3. In 1984, Judge Porteous was elected Judge to an open seat of the 24th JDC in Jefferson Parish, Louisiana without opposition.
4. In 1990, Judge Porteous was re-elected without opposition.
5. The FBI investigated Judge Porteous and he was never charged with a single criminal act as a state or federal judge.
6. Judge Porteous was not impeached for any bribe or kickback received as a state or federal judge.
7. The Federal Bureau of Investigation and a grand jury empanelled in the Eastern District of Louisiana conducted an investigation for several years and at the conclusion of the investigation "[t]he Department [] determined that it will not seek criminal changes against Judge Porteous." (See HP Ex. 004.)
8. The New Orleans Division of the FBI conducted an investigation into allegations of judicial corruption in the 24th JDC. That investigation resulted in the convictions of fourteen defendants, including several 24th JDC judges, the owners of a bail bonding business, and other state court litigants and officials. (See HP Ex. 004.) Judge Porteous was never charged or convicted.

9. On May 18, 2007, the Justice Department wrote a letter stating “In reaching its decision not to bring other available charges that are not time barred, the Department weighed the government’s heavy burden of proof in a criminal trial and the obligation to carry that burden to a unanimous jury; concerns about the materiality of some of the Judge Porteous’s false statements; the special difficulties of proving *mens rea* and intent to deceive beyond a reasonable doubt in a case of this nature, and the need to provide consistency in charging decision concerning bankruptcy and criminal contempt matters.” (HP Ex. 004.)

10. On August 28, 2007, Chief Judge Jones filed a “Complaint of Judicial Misconduct” declaring: “I initiate, nunc pro tunc, a complaint of judicial misconduct concerning the Honorable Thomas G. Porteous, Jr. (sic).”

11. The Fifth Circuit Judicial Council (the “Fifth Circuit”) convened a Special Investigatory Committee to review the DOJ’s allegations against Judge Porteous. (*See* HP Ex. 005.)

12. The Fifth Circuit subsequently appointed a three-judge panel to hold a hearing on Monday, October 29, 2007, chaired by Chief Judge Edith Jones. The hearing was held over the strenuous objections of Judge Porteous (representing himself at the time). (*See* HP Ex. 005.)

13. Chief Judge Edith Jones required Judge Porteous to testify before he had received the actual order granting him immunity and before he could even review the extent of the immunity granted. (*See* HP Ex. 010.)

14. At the Fifth Circuit’s hearing, Ron Woods, appointed as co-counsel for the Fifth Circuit, admitted to Judge Edith Jones that Judge Porteous did not receive the order before the hearing. (*See* HP Ex. 010.)

15. The order compelling Judge Porteous’s testimony before the Fifth Circuit was signed three weeks before the hearing where it was presented to Judge Porteous for the first time. (*See* HP Ex. 010.)

16. At the Fifth Circuit’s hearing, Judge Porteous asked for a continuance so that he could review the order.

17. Witnesses are generally allowed to see immunity orders before testifying.

18. At the Fifth Circuit hearing, when Judge Porteous asked for time to review the immunity order, Judge Edith Jones, responded that “immunity is better than non immunity, sir. Continuance is denied. You may take the stand.” (HP Ex. 010.)

19. At the Fifth Circuit’s hearing, Judge Benavides stated that Judge Porteous was granted immunity and would not be testifying but for that grant of immunity.

20. In response to Judge Benavides statement,, Larry Finder, co-counsel for the Judicial Council, agreed and made clear that the grant of statutory immunity is co-extensive with Judge Porteous’s Fifth Amendment right against self-incrimination. (*See* HP Ex. 010.)

21. Robert Creely and Judge Porteous have known each other since 1974. (*See* Tr. of Robert Creely Dep., taken on August 2, 2010 (hereinafter “Tr. of Creely Dep.”), at 9.)
22. From the early 1970s through the early 2000s, Judge Porteous and Robert Creely were very close friends. (*See* Tr. of Creely Dep. at 10-11, 134.)
23. Robert Creely first met Judge Porteous when Mr. Creely joined the law firm of Edwards, Porteous, & Amato. (*See* Tr. of Creely Dep. at 9.)
24. Judge Porteous’s children have in the past referred to Robert Creely as “Uncle Bob.” (*See* Tr. of Creely Dep. at 11.)
25. Robert Creely is a friend of Judge Martha Sassone. (*See* Tr. of Creely Dep. at 28.)
26. Robert Creely is a friend of Judge Ross LaDart. (*See* Tr. of Creely Dep. at 28.)
27. Jacob Amato and Judge Porteous have known each other since the early 1970s. (*See* Tr. of Jacob Amato Dep., taken on August 2, 2010, at 8:02-15, hereinafter “Tr. of Amato Dep.”)
28. From the early 1970s through the early 2000s, Jacob Amato considered Judge Porteous to be a “good friend.” (*See* Tr. of Amato Dep. at 11:02-05.)
29. Judge Porteous worked with Jacob Amato when they both were prosecutors with the Jefferson Parish District Attorney’s Office. (*See* Tr. of Amato Dep. at 8:02-15.)
30. When Judge Porteous began working at the Jefferson Parish District Attorney’s office in the early 1970s, Jacob Amato was assigned to train Judge Porteous. (*See* Tr. of Amato Dep. at 8:02-15.)
31. Jacob Amato, Judge Porteous, and Marion Edwards formed a law partnership in 1973. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 5; *see also* Tr. of Amato Dep. at 9:19-10:04.)
32. The law partnership that Jacob Amato, Judge Porteous, and Marion Edwards formed in 1973 was named Edwards, Porteous, and Amato. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 5; *see also* Tr. of Amato Dep. at 9:19-10:04.)
33. Pursuant to state rules that allowed Assistant District Attorneys to maintain a private practice, Judge Porteous continued to serve as an Assistant District Attorney while he was a partner of Edwards, Porteous, and Amato. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 5.)
34. Jacob Amato and Robert Creely practiced law together from approximately 1973 until 2005. (*See* Tr. of Amato Dep. at 10:11-21; *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 26.)

35. Judge Porteous's children have in the past referred to Jacob Amato as "Uncle Jake." (*See* Tr. of Amato Dep. at 11:14-17.)

36. Jacob Amato was friends with all of the state court judges in the 24th Judicial District. (*See* Tr. of Amato Dep. at 14:04-15.)

37. Jacob Amato was friends with Judges Petri, McManus, Bengé, and Collins. (*See* Tr. of Amato Dep. at 14:04-15.)

38. Jacob Amato stated that "there wasn't that many judges and there wasn't that many lawyers that you didn't get to be friends with them if you practiced law." (*See* Tr. of Amato Dep. at 14:09-15.)

39. Jacob Amato was not aware of Judge Porteous's financial situation prior to Judge Porteous becoming a state judge or thereafter. (*See* Tr. of Amato Dep. at 11:25-12:07, 30:11-13.)

40. Jacob Amato stated that "'most of the judges were friends of mine before they became judges, and all of them remained close friends after they became judges.'" (*See* Tr. of Amato Dep. at 22:12-17.)

41. Robert Creely and Judge Porteous went to lunch regularly while Judge Porteous was a state court judge. (*See* Tr. of Creely Dep. at 13.)

42. In addition to Judge Porteous, Robert Creely also went to lunch with most of the other judges in the 24th Judicial District. (*See* Tr. of Creely Dep. at 14, 127.)

43. Between 1984 and 1994, it was customary for state court judges in the 24th Judicial District to go to lunch with attorneys practicing in and around Gretna, Louisiana. (*See* Tr. of Creely Dep. at 14, 16.)

44. When Robert Creely went to lunch with state court judges in the 1980s and 1990s, unless a campaign committee sponsored the lunch, either he or another attorney in attendance would pay for the meal. (*See* Tr. of Creely Dep. at 16-17.)

45. Robert Creely would pay for lunches that he attended with judges out of friendship with those judges. (*See* Tr. of Creely Dep. at 67.)

46. Robert Creely only knows of one state court judge who ever paid for a meal attended by other attorneys. (*See* Tr. of Creely Dep. at 16-17, 67-668.)

47. The single state court judge that Robert Creely knows to have paid for a meal attended by other attorneys only paid for one such meal. (*See* Tr. of Creely Dep. at 16.)

48. After Judge Porteous was appointed to the federal bench in 1994, Robert Creely had lunch with him "very much less frequently." (*See* Tr. of Creely Dep. at 17-18.)

49. Robert Creely never expected to receive any advantage from the judges that he took to lunch. (*See* Tr. of Creely Dep. at 70.)
50. When Jacob Amato and Judge Porteous were both Assistant District Attorneys, they had lunch together “frequently.” (*See* Tr. of Amato Dep. at 12:16-20.)
51. Jacob Amato and Judge Porteous continued to have lunch together until approximately 2003. (*See* Tr. of Amato Dep. at 12:21-13:09.)
52. When Judge Porteous was a state judge, Jacob Amato continued to have lunch with him. (*See* Tr. of Amato Dep. at 13:19-21.)
53. Jacob Amato also had lunch and dinner with other state court judges, including those he appeared before. (*See* Tr. of Amato Dep. at 14:01-03.)
54. Jacob Amato believed that it was customary for lawyers in Gretna to have lunch together. (*See* Tr. of Amato Dep. at 13:10-18.)
55. Jacob Amato believed that it was customary for lawyers to have lunches with judges. (*See* Tr. of Amato Dep. at 13:10-18.)
56. Jacob Amato believed it was customary for lawyers to buy lunch for judges. (*See* Tr. of Amato Dep. at 15:25-16:03.)
57. Jacob Amato did not see anything wrong with buying lunches for judges. (*See* Tr. of Amato Dep. at 15:25-16:03.)
58. According to Jacob Amato, Judge Porteous would buy lunch on occasion. (*See* Tr. of Amato Dep. at 15:18-21; *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 24 & n.95.)
59. It was well known that Judge Porteous and Jacob Amato knew each other, were friends, and had lunch together. (*See* Tr. of Amato Dep. at 16:15-19.)
60. Jacob Amato did not feel that his buying Judge Porteous lunch would affect judge Porteous’s actions on the bench “in any way.” (*See* Tr. of Amato Dep. at 20:04-08.)
61. Jacob Amato always thought Judge Porteous “did the right thing” irrespective of Amato having taken Judge Porteous to lunch. (*See* Tr. of Amato Dep. at 20:09-13.)
62. No federal rule or law bars federal judges from accepting meals from lawyers.
63. No federal rule or law bars federal judges from encouraging state judges to follow practices such as granting bonds.
64. During their friendship, Robert Creely and Judge Porteous went on several trips together. (*See* Tr. of Creely Dep. at 18.)

65. In addition to Judge Porteous, Robert Creely also went on trips with other state court judges. (*See* Tr. of Creely Dep. at 20.)

66. When Robert Creely invited other lawyers and judges to go on a trip with him, Mr. Creely paid the cost (if any) associated with that person's attendance. (*See* Tr. of Creely Dep. at 19-21.)

67. Robert Creely did not have any concern about taking judges on hunting or fishing trips. (*See* Tr. of Creely Dep. at 21.)

68. It was common in the 1990s for judges in Gretna, Louisiana to go on fishing and hunting trips with lawyers.

69. Robert Creely only appeared before Judge Porteous a very limited number of times. (*See* Tr. of Creely Dep. at 32, 85-86.)

70. Robert Creely only recalls appearing before Judge Porteous three times. (*See* Tr. of Creely Dep. at 21, 85-86.)

71. Two of the three times that Robert Creely recalls appearing before Judge Porteous occurred when Judge Porteous was a state court judge. (*See* Tr. of Creely Dep. at 21-28.)

72. The third time that Robert Creely recalls appearing before Judge Porteous occurred when Judge Porteous was a federal district court judge. (*See* Tr. of Creely Dep. at 21-28.)

73. Robert Creely does not feel that there is anything improper about appearing before a judge with whom he is friends. (*See* Tr. of Creely Dep. at 30.)

74. Robert Creely does not feel that he received any special treatment in connection with the cases in which he appeared before Judge Porteous. (*See* Tr. of Creely Dep. at 23, 24-26, 28, 134.)

75. Jacob Amato recalls one case where he appeared before Judge Porteous in state court. (*See* Tr. of Amato Dep. at 19:19-03.)

76. Jacob Amato remembers that he lost the one case in which he appeared before Judge Porteous in state court. (*See* Tr. of Amato Dep. at 19:19-03.)

77. The House of Representatives has no evidence that Jacob Amato appeared before Judge Porteous in state court in any case where Mr. Amato prevailed in terms of a trial victory or judgment.

78. According to Robert Creely, Mr. Creely gave Judge Porteous gifts of money because he was his friend. (*See* Tr. of Creely Dep. at 32, 49, 110.)

79. Robert Creely did not keep records of the gifts that he gave to Judge Porteous. (*See* Tr. of Creely Dep. at 33-34.)

80. The money that Robert Creely allegedly gave to Judge Porteous was Mr. Creely's personal money. (See Tr. of Creely Dep. at 36-37.)

81. The money that Robert Creely allegedly gave to Judge Porteous was not his law firm's (Amato & Creely PLC) money. (See Tr. of Creely Dep. at 36-37.)

82. Robert Creely did not claim any tax deduction for the money that he allegedly gave to Judge Porteous. (See Tr. of Creely Dep. at 37.)

83. Robert Creely did not claim any tax deduction for the money that he allegedly gave to Judge Porteous because that money was a gift. (See Tr. of Creely Dep. at 37.)

84. When Robert Creely and Jacob Amato were law partners they typically took equal draws of the income of their law firm. (See Tr. of Creely Dep. at 36, 89.)

85. Robert Creely did not expect to receive anything in return from Judge Porteous as a result of any gifts to Judge Porteous. (See Tr. of Creely Dep. at 49, 71.)

86. Robert Creely did not receive anything in return from Judge Porteous as a result of any gifts to Judge Porteous. (See Tr. of Creely Dep. at 49, 124.)

87. Robert Creely did not give Judge Porteous money with the intent of encouraging him to rule in Mr. Creely's favor. (See Tr. of Creely Dep. at 51.)

88. Robert Creely did not bribe Judge Porteous. (See Tr. of Creely Dep. at 72-73.)

89. There was no *quid pro quo* for the money that Robert Creely gave to Judge Porteous. (See Tr. of Creely Dep. at 83.)

90. Robert Creely does not recall ever telling Judge Porteous that a portion of the money that Mr. Creely gave Judge Porteous came from Jacob Amato. (See Tr. of Creely Dep. at 38.)

91. Robert Creely does not think that there is anything wrong with giving money to a friend. (See Tr. of Creely Dep. at 51.)

92. Robert Creely did not think that there was anything wrong with giving money to his friend Judge Porteous. (See Tr. of Creely Dep. at 83, 123-24.)

93. Robert Creely never hid the fact that he gave money to Judge Porteous. (See Tr. of Creely Dep. at 123.)

94. Robert Creely's estimation that he gave Judge Porteous a total of approximately ten thousand dollars is a guess. (See Tr. of Creely Dep. at 50.)

95. Robert Creely does not think that he gave Judge Porteous more than a total of ten thousand dollars. (See Tr. of Creely Dep. at 104.)

96. The only money that Robert Creely gave to Judge Porteous while he was a federal judge was the one thousand dollars that he gave to Jacob Amato to give to Judge Porteous in 1999. (*See* Tr. of Creely Dep. at 110, 117-18.)

97. Jacob Amato never thought Judge Porteous “swayed to rule in [his] favor because [they] were friends or rule against somebody because they weren’t his friends.” (*See* Tr. of Amato Dep. at 20:14-18.)

98. Jacob Amato does not think that Robert Creely’s gifts or loans of money to Judge Porteous affected Judge Porteous’s handling of judicial matters in any way. (*See* Tr. of Amato Dep. at 39:19-22.)

99. Jacob Amato thought Judge Porteous “called them as he saw them.” (*See* Tr. of Amato Dep. at 21:02-10.)

100. Jacob Amato’s knowledge relating to gifts or loans by Robert Creely to Judge Porteous is based solely on conversations Mr. Amato had with Mr. Creely. (*See* Tr. of Amato Dep. at 26:03-09.)

101. Any money that Jacob Amato gave to Robert Creely for the purpose of a gift or loan to Judge Porteous was his personal money. (*See* Tr. of Amato Dep. at 34:11-35:07.)

102. No money that Jacob Amato gave to Robert Creely for the purpose of a gift or loan to Judge Porteous was asset of the law firm Amato & Creely. (*See* Tr. of Amato Dep. at 34:11-35:07.)

103. Jacob Amato never had a conversation with Judge Porteous regarding a relationship between the assignment of curatorship cases and gifts or loans provided by Robert Creely to Judge Porteous. (*See* Tr. of Amato Dep. at 37:23-38:03.)

104. Jacob Amato is aware of no records of the total amount of cash that was given to Judge Porteous by Robert Creely. (*See* Tr. of Amato Dep. at 38:21-25.)

105. The Houses of Representatives has no documentary evidence regarding the amount of cash that was given to Judge Porteous from Robert Creely.

106. When Judge Porteous became a federal judge, Robert Creely ceased giving Judge Porteous cash either directly or indirectly. (*See* Tr. of Amato Dep. at 65:10-13.)

107. A curatorship is an appointment by a Louisiana state court of a private attorney to represent the interests of an absent defendant. (*See* Tr. of Creely Dep. at 38.)

108. In the late 1980s and early 1990s the total number of curatorships to be assigned in the 24th Judicial District Court of Louisiana increased.

109. In the late 1980s and early 1990s the total number of curatorships to be assigned in the 24th Judicial District Court of Louisiana increased as a result of the downturn in the economy.

110. Between 1984 and 1994, Louisiana state court judges had total discretion concerning the appointments of curators. (*See Tr. of Creely Dep. at 40-41.*)

111. Between 1984 and 1994, judges in the 24th Judicial District Court typically assigned curatorships to their friends. (*See Tr. of Creely Dep. at 40.*)

112. While Judge Porteous was a state judge, there was no state rule barring the assigning of curatorships to friends.

113. Judge Porteous's assignment of curatorships to friends as a state judge was not unlawful.

114. Today, there is no rule barring the assignment of curatorships in the Louisiana state courts to friends.

115. Robert Creely received curatorship appointments from several judges in the 24th Judicial District Court, including judges that he considered to be his friends. (*See Tr. of Creely Dep. at 29-30.*)

116. Robert Creely received curatorship appointments from judges other than Judge Porteous in the 24th Judicial District Court that he considered friends. (*See Tr. of Creely Dep. at 41.*)

117. Robert Creely has no independent knowledge of the number of curatorships that he received from Judge Porteous. (*See Tr. of Creely Dep. at 42-43.*)

118. Robert Creely has no independent knowledge of the number of curatorships that he received from any state court judge other than Judge Porteous. (*See Tr. of Creely Dep. at 42-43.*)

119. Robert Creely never saw a link between the gifts that he gave to Judge Porteous and the curatorships that Judge Porteous assigned to Mr. Creely. (*See Tr. of Creely Dep. at 47, 73.*)

120. Robert Creely never understood there to be a link between the gifts that he gave to Judge Porteous and the curatorships that Judge Porteous assigned to Mr. Creely. (*See Tr. of Creely Dep. at 47, 73.*)

121. Robert Creely never had any agreement with Judge Porteous to exchange gifts of money for curatorship assignments. (*See Tr. of Creely Dep. at 48.*)

122. Robert Creely never had any agreement with Judge Porteous to kickback money received curatorship appointments. (*See Tr. of Creely Dep. at 71.*)

123. At some point between 1984 and 1994, Robert Creely told Judge Porteous that Judge Porteous had no interest in the curatorships that he was assigning to Mr. Creely. (*See Tr. of Creely Dep. at 47-48.*)

124. Robert Creely would have given Judge Porteous gifts of money even if Judge Porteous had not assigned him curatorships. (See Tr. of Creely Dep. at 48.)

125. During the period when Judge Porteous was a state judge, a curatorship would on average result in \$200 or less in profit for attorneys assigned such curatorships.

126. Robert Creely had no involvement in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (See Tr. of Creely Dep. at 52.)

127. The *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) never came up in Robert Creely's discussions with Judge Porteous. (See Tr. of Creely Dep. at 53.)

128. At least 7 federal district court judges presided over some portion of the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (HP Ex. 050.)

129. The district judges assigned to preside over some portion of the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) include: Judge Marcel Livaudais, Judge Ginger Berrigan, Judge Okla Jones, Judge Morey Sear, Judge Adrian Duplantier, Judge Eldon Fallon, and Judge Porteous. (HP Ex. 050.)

130. At least 3 federal magistrate judges presided over the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (HP Ex. 050.)

131. The magistrate judges assigned to preside over some portion of the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) include: Judge Ivan Lemelle, Judge Joseph Wilkinson, and Judge Ronald Fonseca. (HP Ex. 050.)

132. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous disclosed that he was friends with Jacob Amato. (HP Ex. 56, at 4.)

133. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous disclosed that he was friends with Leonard Levenson. (HP Ex. 56, at 4.)

134. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous expressly disclosed that he practiced law with Mr. Amato over twenty years before the hearing. (HP Ex. 56, at 5.)

135. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous expressly disclosed that he regularly went to lunch with Jacob Amato, as well as other members of the New Orleans bar. (HP Ex. 56, at 7.)

136. Following the denial of the motion to recuse in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous granted a stay specifically to allow counsel for Lifemark to seek appellate review of his decision on that motion by the Fifth Circuit. (HP Ex. 56.)

137. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid a retainer of \$100,000 upon enrollment as counsel of record. (HP Ex. 35(b)).

138. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid an additional \$100,000 if Judge Porteous withdrew from the case. (HP Ex. 35(b).)

139. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid an additional \$100,000 if the case settled prior to trial. (HP Ex. 35(b).)

140. Don Gardner did not take an active role in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794). (See Tr. of Amato Dep. at 61:06-11.)

141. Prior to entering an appearance in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato was an experienced attorney.

142. Prior to entering an appearance in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato took two to three months to evaluate the merits of the case. (See Tr. of Amato Dep. at 8:02-15.)

143. Prior to entering an appearance in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato, after reviewing the claims and relevant evidence, concluded that he could win the case. (See Tr. of Amato Dep. at 49:07-15.)

144. To this day, Jacob Amato believes that the Liljebergs should have prevailed in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794). (See Tr. of Amato Dep. at 49:16-21.)

145. To this day, Jacob Amato believes that Judge Porteous's decision in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794) was "absolutely correct." (See Tr. of Amato Dep. at 52:22-53:02.)

146. To this day, Jacob Amato believes that the Fifth Circuit was "wrong, wrong, wrong" in its overturning of Judge Porteous's decision in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794). (See Tr. of Amato Dep. at 53:03-25.)

147. At the time Judge Porteous considered Lifemark's Motion for Recusal in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato had never directly given any money to Judge Porteous. (See Tr. of Amato Dep. at 59:09-12.)

148. No federal rule of ethics requires that a judge recuse himself or herself if counsel include friends.

149. Robert Creely accepted an invitation to attend a bachelor party for Judge Porteous's son in Las Vegas in May 1999. (See Tr. of Creely Dep. at 55-56.)

150. Approximately 20 to 30 people attended the bachelor party for Judge Porteous's son in Las Vegas in May 1999. (See Tr. of Creely Dep. at 56.)

151. Don Gardner also attended the bachelor party for Judge Porteous's son in Las Vegas in May 1999. (See Tr. of Creely Dep. at 102.)

152. During the May 1999 bachelor party in Las Vegas, Robert Creely paid for a portion of a dinner attended by Judge Porteous's son and bachelor party guests. (See Tr. of Creely Dep. at 56-58.)

153. Robert Creely paid for a portion of the dinner attended by Judge Porteous's son and bachelor party guests out of friendship with Judge Porteous's son. (See Tr. of Creely Dep. at 58.)

154. Robert Creely has no personal recollection of paying for Judge Porteous's room during the May 1999 bachelor party in Las Vegas. (See Tr. of Creely Dep. at 60.)

155. Robert Creely has no first-hand knowledge of a June 1999 fishing trip taken by Judge Porteous and Jacob Amato. (See Tr. of Creely Dep. at 61.)

156. Robert Creely has no knowledge of a June 1999 fishing trip taken by Judge Porteous and Jacob Amato other than what Mr. Amato has told him. (See Tr. of Creely Dep. at 61.)

157. According to Robert Creely, Mr. Creely gave Jacob Amato one thousand dollars to give to Judge Porteous because Judge Porteous was Mr. Creely's friend. (See Tr. of Creely Dep. at 62-63.)

158. According to Robert Creely, When Mr. Creely discussed giving one thousand dollars to Jacob Amato to give to Judge Porteous, Mr. Creely and Mr. Amato did not have any discussion of the *Lifemark v. Liljeberg* case. (See Tr. of Creely Dep. at 63, 126-27.)

159. Robert Creely does not believe that Judge Porteous's ruling in the *Lifemark v. Liljeberg* case was swayed in any way as a result of the two thousand dollar gift that he allegedly received from Mr. Creely and Jacob Amato. (See Tr. of Creely Dep. at 97, 100, 127.)

160. Robert Creely did not believe that he gained any influence with Judge Porteous as a result of the two thousand dollar gift that he allegedly received from Mr. Creely and Jacob Amato. (See Tr. of Creely Dep. at 102.)

161. According to Jacob Amato, Judge Porteous only directly asked Mr. Amato for money on one occasion in their almost forty-year friendship. (See Tr. of Amato Dep. at 42:04-13.)

162. According to Jacob Amato, Mr. Amato agreed to give Judge Porteous the money he requested as a result of their friendship. (See Tr. of Amato Dep. at 42:21-25.)

163. According to Jacob Amato, when Mr. Amato gave Judge Porteous money in 1999, Mr. Amato did not expect any *quid pro quo* of any kind. (See Tr. of Amato Dep. at 43:07-09.)

164. According to Jacob Amato, when Mr. Amato gave Judge Porteous money in 1999, Mr. Amato did not intend to influence the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 64:15-18.)

165. According to Jacob Amato, when Mr. Amato gave Judge Porteous money in 1999, Amato did not expect that that would influence the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 64:19-23.)

166. According to Jacob Amato, Mr. Amato did not believe that his gift of money to Judge Porteous would improve Mr. Amato's chances of success in the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 44:01-04.)

167. According to Jacob Amato, Mr. Amato did not believe that his gift of money to Judge Porteous would have any impact on the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 44:05-07.)

168. According to Jacob Amato, Mr. Amato would probably have given Judge Porteous the money that he requested even if Judge Porteous was not a federal judge. (See Tr. of Amato Dep. at 44:19-21.)

169. According to Jacob Amato, Mr. Amato would probably have given Judge Porteous the money that he requested even if Judge Porteous was not presiding over a case that Amato was involved in. (See Tr. of Amato Dep. at 44:19-21.)

170. Robert Creely does not any recollection of attending or contributing money for a party following Judge Porteous's investiture as a federal judge. (See Tr. of Creely Dep. at 63.)

171. Robert Creely does not have any knowledge of money given to anyone in connection with Judge Porteous's son's internship or externship in Washington, D.C. (See Tr. of Creely Dep. at 64.)

172. Robert Creely believes that the Louisiana Office of Disciplinary Counsel began investigating him because Alan Baron sent a copy of Mr. Creely's testimony before the House Impeachment Task Force to that Office. (See Tr. of Creely Dep. at 76.)

173. Louis Marcotte never gave cash directly to Judge Porteous. (See Tr. of Dep. of Louis Marcotte, taken on August 2, 2010, at 7:02-04, hereinafter "Tr. of Dep. of Louis Marcotte.")

174. Lori Marcotte never gave cash directly to Judge Porteous. (See Tr. of Lori Marcotte Dep. at 6:04-07, taken on August 2, 2010, at 7:02-04, hereinafter "Tr. of Dep. of Lori Marcotte.")

175. Judge Porteous never accepted cash from any bail bondsmen. (See Tr. of Dep. of Louis Marcotte, taken on August 2, 2010, at 7:02-04; see also Tr. of Lori Marcotte Dep. at 6:04-07.)

176. Louis Marcotte never made a campaign contribution to Judge Porteous. (See Tr. of Dep. of Louis Marcotte at 7:05-06.)

177. Lori Marcotte never made a campaign contribution to Judge Porteous. (See Tr. of Lori Marcotte Dep. at 6:08-10.)

178. Judge Porteous has spoken nationally about the role of bonds in the criminal justice system.

179. Judge Porteous was known in Jefferson Parish to publicly advocate the use of commercial bonds in criminal cases.

180. During the period of the bonds signed by Judge Porteous and cited in the House Report, Jefferson Parish jails were under a court order for overcrowding.

181. During the period of the bonds signed by Judge Porteous and cited in the House Report, prisoners were being summarily released under a court order due to overcrowding.

182. Judge Porteous told others that he favored bonds, including split bonds, over mandatory releases or free bonds.

183. Bonds, including split bonds, were granted by judges, in part, to make it more likely that prisoners would return to the court.

184. Judge Porteous never asked that the Marcottes “kick back” a percentage of the bonds he signed for Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 101:23-102:7.)

185. Judge Porteous never asked that the Marcottes provide him with a percentage of the bonds he signed for Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 101:23-102:7.)

186. The Marcottes never gave Judge Porteous a percentage of any bonds that Judge Porteous signed. (*See* Tr. of Dep. of Louis Marcotte at 71:13-16.)

187. Judge Porteous never wrote a bond for the Marcottes or Bail Bonds Unlimited while he was a Federal judge. (*See* Tr. of Lori Marcotte Dep. at 6:11-13; *see also* Tr. of Dep. of Louis Marcotte at 7:21-24.)

188. Article II does not allege that Judge Porteous suborned false statements.

189. Article II does not allege that Judge Porteous made a single false statement himself.

190. The Marcottes claim to have given cash or money directly to at least ten other state-court judges, several of which are still members of the current state court bench. (*See* Tr. of Dep. of Louis Marcotte at 7:25-10:02; *see also* Tr. of Lori Marcotte Dep. at 92:13-96:19.)

191. Lori Marcotte claims that she gave Judge George Giacobbe \$2,500 on two different occasions. (*See* Tr. of Lori Marcotte Dep. at 94:01-7; 97:13-15.)

192. Judge George Giacobbe continues to serve as a state Court judge in Louisiana.

193. Lori Marcotte claims she gave Judge Roy Cascio \$10,000. (*See* Tr. of Lori Marcotte Dep. at 94:12-14; 95:18-22.)

194. Judge Roy Cascio continues to serve as a state Court judge in Louisiana.

195. Lori Marcotte claims she gave Judge Stephen J. Windhorst \$2,500. (*See* Tr. of Lori Marcotte Dep. at 96:14-19.)
196. Judge Stephen J. Windhorst continues to serve as a state Court judge in Louisiana.
197. Louis Marcotte claimed he gave money to state court judges. (*See* Tr. of Dep. of Louis Marcotte at 7:25-8:02.)
198. Louis Marcotte claimed he gave money to at least ten state court judges. (Tr. of Dep. of Louis Marcotte at 8:03-10:02.)
199. Louis Marcotte claimed he gave money to Judge Stephen J. Windhorst. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)
200. Louis Marcotte claimed he gave money to Judge Roy Cascio. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)
201. Louis Marcotte claimed he gave money to Judge Patrick McCabe. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)
202. Louis Marcotte claimed he gave money to Judge George Giacobbe. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)
203. Between 1984 and 1994, there was no law, regulation, or rule in Louisiana that specifically forbid state court judges from accepting the gift of a meal from another individual.
204. The Marcottes never told Judge Porteous that they would take him out to lunch in exchange for favorable treatment on the issuance of bonds.
205. Judge Porteous never told the Marcottes that he expected lunches in return for signing or setting bonds.
206. The Marcottes began having lunch with Judge Porteous (and other attendees) no earlier than 1992. (*See* Tr. of Dep. of Louis Marcotte at 22:23-24:23; *see also* Tr. of Lori Marcotte Dep. at 58:9-12.)
207. Louis Marcotte admits that he only began having regular lunches and contacts with Judge Porteous after 1993. (*See* Tr. of Dep. of Louis Marcotte at 22:23-24:23)
208. Both Lori and Louis Marcotte admit that the frequency of lunches and meetings with Judge Porteous increased after a September 1993 article published in the Times-Picayune regarding a controversial bond with Adam Barnett. (*See* Tr. of Dep. of Louis Marcotte at 22:23-24:23.)
209. When Judge Porteous had lunch with the Marcottes they discussed a variety of topics, including family, sports, politics, and other non-work related topics. (*See* Tr. of Lori Marcotte Dep. at 63:14-19.)

210. The House of Representatives has no documentary evidence of any lunches between Judge Porteous and the Marcottes while Judge Porteous was on the state bench before 1994. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 64.)

211. The House of Representatives only has documentary evidence of 21 lunches that they allege Judge Porteous attended with either Louis or Lori Marcotte. See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 64.)

212. While on the Federal bench, Judge Porteous attended no more than eight lunches with the Marcottes. (See Tr. of Dep. of Louis Marcotte at 105:16-20.)

213. The only documentary evidence that the House of Representatives has of lunches between Judge Porteous, while he was on the Federal bench, and the Marcottes consists of receipts and orders that detail the following information:

- On August 6, 1997, there was a lunch at the Beef Connection. The bill amounted to \$287.03. There were five attendees.
- On August 25, 1997, there was a lunch at the Beef Connection. The bill amounted to \$352.43. There were ten attendees.
- On November 19, 1997, there was a lunch at the Beef Connection. The bill amounted to \$395.77. There were ten attendees.
- On August 5, 1998, there was a lunch at the Beef Connection. The bill amounted to \$268.84. There were nine attendees.
- On February 1, 2000, there was a lunch at the Beef Connection. The bill amounted to \$328.94. There were eight attendees.
- On November 7, 2001, there was a lunch at the Beef Connection. The bill amounted to \$635.85. There were fourteen attendees.

(See HP Exs. 372(a)-(e).)

214. During the alleged lunches with the Marcottes while Judge Porteous was on the Federal bench, no lunch had less than five attendees and some lunches having as many as fourteen attendees. (See HP Exs. 372(a)-(e).)

215. With regard to alleged lunches Judge Porteous had with the Marcottes, identified by HP Exs. 372(a)-(e), there is no contemporaneous record of Judge Porteous being asked to attend, let alone attending, the lunches.

216. With regard to several lunches the House of Representatives alleges Judge Porteous attended with the Marcottes, the only documentary evidence in the possession of the House of Representatives that Judge Porteous attended is that one of the attendees drank Absolut vodka and that Judge Porteous was known to also drink Absolut vodka. (See HP Exs 372(a)-(d).)

217. While on the Federal bench, there is no evidence that Judge Porteous communicated to state court judges that he sought or intended for the Marcottes to form corrupt relationships with those same state court judges. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

218. While on the Federal bench, there is no evidence that Judge Porteous asked state court judges to do anything illegal in dealing with the Marcottes. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

219. While on the state bench, there is no evidence that Judge Porteous ever asked a state judge to do anything illegal in dealings with the Marcottes.

220. While on the Federal bench, there is no evidence that Judge Porteous ever asked a state judge to form a corrupt relationship with the Marcottes. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

221. While on the Federal bench, Judge Porteous took no judicial actions to benefit the Marcottes. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

222. All of the lunches that Judge Porteous had with the Marcottes (and other attendees) were held in the open and were not hidden from the public. (*See* Tr. of Dep. of Louis Marcotte at 78:08-11.)

223. Between 1984 and 1994, it was common in Gretna, Louisiana for state court judges to have lunch with local attorneys and professional acquaintances. (*See* Tr. of Dep. of Louis Marcotte at 25:15-18; *see also* Tr. of Dep. of Lori Marcotte at 106:12-19.)

224. Between 1984 and 1994, it was common in Gretna, Louisiana for state court judges to have lunch bought for them by local attorneys and professional acquaintances. (*See* Tr. of Dep. of Lori Marcotte at 106:12-19.)

225. Between 1994 and 2001, it was common in New Orleans, Louisiana for federal court judges to have lunch with local attorneys and professional acquaintances. (*See* Tr. of Dep. of Louis Marcotte at 25:15-18; *see also* Tr. of Dep. of Lori Marcotte at 106:12-19.)

226. Between 1994 and 2001, it was common in New Orleans, Louisiana for federal court judges to have lunches bought for them by local attorneys and professional acquaintances. (*See* Tr. of Dep. of Lori Marcotte at 106:12-19.)

227. The current Louisiana ethics rules allow state judges to have lunches bought for them by lawyers as long as they are less than \$50.

228. The current Louisiana ethics rules allow state judges to accept free lunches from bail bondsmen as long as they are less than \$50.

229. The Louisiana rule limiting free lunches was only adopted within the last two years.

230. Prior to 1996, there were no limits on the acceptance of free meals by members of Congress. (See House Ethics Manual, Cmte. on Standards of Official Congress, (2008 ed.), at 27-28.)

231. From 1968 to 1990, the gift rules restricted the ability “to accept gifts from persons with a direct interest in legislation” but otherwise did not place a limit on meals or gifts received by members of Congress. (See House Ethics Manual, Cmte. on Standards of Official Congress, (2008 ed.), at 27-29. See also, Robert F. Bauer et al., *Lobbying Under the New Disclosure and Gift Ban Requirements* (Am. Law. Inst.- Am. Bar Assoc. Course of Study, Feb. 21, 1997).)

232. From January 1, 1992, through December 31, 1995, the gift rules prohibited the acceptance “of gifts worth a total of more than \$250 from any source in any one year.” Exempted from this limitation, however, were “gifts of food and beverages consumed not in connection with gifts of lodging, *i.e.*, local meals, without any restriction as to cost or the source of the payment.” (See House Ethics Manual, Cmte. on Standards of Official Congress, (2008 ed.), at 27-29. See also, Robert F. Bauer et al., *Lobbying Under the New Disclosure and Gift Ban Requirements* (Am. Law. Inst.- Am. Bar Assoc. Course of Study, Feb. 21, 1997).)

233. In 1996, the House approved a new gift rule “that imposed significant, new limitations” on the acceptance of gifts, including the elimination of the meal exemption. The Senate gift rule included a provision that “generally allowed the acceptance of any gift valued below \$50, with a limitation of less than \$100 in gifts from any single source in a calendar year.” In 1999, the House amended its gift rule to incorporate this provision of the Senate rule, allowing acceptance of gifts, including meals, if valued below \$50. (See House Ethics Manual, Cmte. on Standards of Official Congress, (2008 ed.), at 27-29. See also, Robert F. Bauer et al., *Lobbying Under the New Disclosure and Gift Ban Requirements* (Am. Law. Inst.- Am. Bar Assoc. Course of Study, Feb. 21, 1997).)

234. The Marcottes, through their business, Bail Bonds Unlimited, were the dominant bonding agency in Gretna between 1990 and 1994. (See Tr. of Dep. of Louis Marcotte at 51:04-11.)

235. Between 1990 and 1994, the Marcottes had more bonds signed by state judges in Gretna than any other bonding company.

236. When Louis Marcotte first entered the bail bonds business as the owner of Bail Bonds Unlimited (BBU), he worked with Adam Barnett. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

237. On occasion, Judge Porteous turned down bonds requested by the Marcottes. (See Tr. of Lori Marcotte Dep. at 46:07-09; see also Tr. of Louis Marcotte Dep. at 68:20-69:01.)

238. On occasion, Judge Porteous rejected the amount of a bond that was requested by the Marcottes and adjusted the figure sought by the Marcottes. (See Tr. of Lori Marcotte Dep. at 52:16-20)

239. Judge Porteous did not invent the concept of splitting bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 70; *see also* Tr. of Louis Marcotte Dep. at 64:03-05.)

240. Judge Porteous was not the first judge on the 24th Judicial District Court of Louisiana to split bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 70; *see also* Tr. of Louis Marcotte Dep. at 64:03-05.)

241. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, the majority of judges split bonds. (*See* Tr. of Dep. of Louis Marcotte Dep. at 64:06-08.)

242. Splitting bonds was not illegal in Louisiana between 1984 and 1994.

243. Splitting bonds was not an improper judicial action in Louisiana between 1984 and 1994.

244. There are legitimate reasons why a judge might split a given bond.

245. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, there was no guideline, rule, or mandate that a state court judge not split bonds.

246. When Judge Porteous was asked to set a bond for a particular arrestee, his standard operating procedure was to either personally call or request that one of his staff members personally call the jail to confirm information. (*See* Tr. of Lori Marcotte Dep. at 45:23-46:06; *see also* Tr. of Dep. of Louis Marcotte at 72:25-73:22.)

247. When Judge Porteous was asked to set a bond for a particular arrestee, his standard operating procedure was to seek additional information from the relevant jail officials regarding the charge, the defendant, and the circumstances surrounding the arrest and possible release. (*See* Tr. of Lori Marcotte Dep. at 45:23-46:06; *see also* Tr. of Dep. of Louis Marcotte at 72:25-73:22.)

248. Judge Porteous would sometimes call arresting officers to confirm information before granting a bond. (*See* Tr. of Lori Marcotte Dep. at 79:12-14.)

249. Judge Porteous would sometimes communicate with the District Attorneys office to confirm their position on a bond. (*See* HP. Ex. 074(c).)

250. As a practice, Judge Porteous would not agree to a bond solely on the basis of the information provided to him by the Marcottes. (*See* Tr. of Lori Marcotte Dep. at 45:23-46:06; *see also* Tr. of Dep. of Louis Marcotte at 72:25-73:22; *see also* HP. Ex. 074(c).)

251. If the District Attorney objected to a bond, Judge Porteous would generally not agree to a bond. (*See* Tr. of Lori Marcotte Dep. at 43:22-44:01.)

252. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, there was no guidebook for judges in regards to how much any given bond should be set for. (Tr. of Louis Marcotte Dep. at 74:04-08.)

253. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, state court judges were given the authority and responsibility for setting bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

254. Each week, a different state court judge would be assigned the responsibility for serving as the “magistrate judge” who was supposed to be the primary judge responsible for reviewing bond applications. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

255. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, in practice, the assigned magistrate judge would often rarely be available or would refuse to answer phone calls from bonding agents. (*See* Tr. of Louis Marcotte Dep. at 58:24-59:14.)

256. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, there was no law, rule, or order that precluded a judge, who was not serving in a given week as the magistrate judge, from reviewing and signing a bond. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

257. Between 1992 and 1994, in 24th Judicial District Court of Louisiana, the Marcottes would often go chamber to chamber seeking judges to review, set, or split bonds. (*See* Tr. of Louis Marcotte Dep. at 97:04-07.)

258. The Articles of Impeachment do not allege that any bond signed by Judge Porteous was unlawful.

259. The Articles of Impeachment do not alleged that Judge Porteous any bond signed by Judge Porteous violated any judicial precedent on the amount or splitting of such bonds.

260. None of the bonds signed by Judge Porteous during his tenure as a state judge were ever opposed by the District Attorney.

261. Judge Porteous signed only one bond for the Marcottes and Bail Bonds Unlimited on his last day as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

262. Judge Porteous signed only two bonds for the Marcottes and Bail Bonds Unlimited in his last week as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

263. Judge Porteous signed only twenty-nine bonds for the Marcottes and Bail Bonds Unlimited during the month of October 1994 (his last month on the state bench) as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

264. Judge Porteous signed only twenty-seven bonds for the Marcottes and Bail Bonds Unlimited between the date of his confirmation for his federal judgeship (October 7, 1994) and the last day for which he served as a state court judge (October 27, 1994). (*See* HP Exs. 350(01)-

350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

265. The House of Representatives has no documentary evidence that Judge Porteous signed more than one bond for the Marcottes and Bail Bonds Unlimited on his last day as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

266. The House of Representatives has no documentary evidence that Judge Porteous signed more than two bonds for the Marcottes and Bail Bonds Unlimited in his last week as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

267. The House of Representatives has no documentary evidence that Judge Porteous signed more than twenty-nine bonds for the Marcottes and Bail Bonds Unlimited during the month of October 1994 (his last month on the state bench) as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

268. The House of Representatives has no documentary evidence that Judge Porteous signed more than twenty-seven bonds for the Marcottes and Bail Bonds Unlimited between the date of his confirmation for his federal judgeship (October 7, 1994) and the last day for which he served as a state court judge (October 27, 1994). (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

269. The Marcottes and Bail Bonds Unlimited never provided any home repairs for Judge Porteous while he was a Federal judge. (*See* Tr. of Lori Marcotte Dep. at 106:24-107:01)

270. The only home repairs the government alleges that the Marcottes or Bail Bonds Unlimited ever provided to Judge Porteous is the repairing of a wooden fence. (*See* generally House Judiciary Committee Report, March 4, 2010, Report 111-427.)

271. The House of Representatives is not in the possession of any records or documentation regarding the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

272. The Marcottes do not have any records or documentation regarding the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous.

273. The House of Representatives is not in the possession of any records or documentation regarding the exact date the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

274. The Marcottes are not in the possession of any records or documentation regarding the exact date the alleged home repairs provided by the Marcottes and Bail Bonds

Unlimited to Judge Porteous. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

275. The alleged home repairs, if they occurred, amounted to approximately a \$200 value to Judge Porteous. (See Hp Ex. 072 (d).)

276. The Marcottes have no personal knowledge that the alleged work on a wooden fence for Judge Porteous were actually performed by their employees. (See Tr. of Louis Marcotte Dep. at 87:08-14; see also Tr. of Lori Marcotte Dep. at 82:25-83:05.)

277. The Marcottes never saw the work on a wooden fence for Judge Porteous.

278. The Marcottes and Bail Bonds Unlimited never paid for or assisted with any car repairs for Judge Porteous while he was a Federal judge. (See Tr. of Lori Marcotte Dep. at 106:20-23.)

279. The House of Representatives is not in the possession of any records or documentation regarding the alleged car repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (See Tr. of Lori Marcotte Dep. at 83:01-19; see also generally House Judiciary Committee Report, March 4, 2010, Report 111-427.)

280. Adam Barnett was a bail bondsman who worked closely with the Marcottes in Gretna. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

281. Adam Barnett has never been criminally charged with any matter related to the Articles of Impeachment.

282. The Marcottes have no evidence showing car repairs by the Marcottes and Bail Bonds Unlimited to Judge Porteous.

283. In an interview with the House of Representatives, Adam Barnett denied that he paid for Judge Porteous's car repairs while Judge Porteous was a state judge. (See May 13, 2010 Letter from Alan Baron to Richard Westling.)

284. In an interview with the House of Representatives, Adam Barnett denied that he ever purchased a car for Judge Porteous.

285. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of no questionable conduct or acts by Judge Porteous. (See PORT000000512-513.)

286. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of no financial problems experienced by Judge Porteous. (See PORT000000512-513.)

287. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of personal problems or habits that would bar Judge Porteous from service as a federal judge. (See PORT000000512-513.)

288. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett recommended Judge Porteous as a federal judge. (*See* PORT000000512-513.)

289. There is no documentary evidence establishing who paid for the car repairs the Marcottes allegedly supplied to Judge Porteous.

290. It is unclear who paid for the car repairs the Marcottes allegedly supplied to Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 83:01-19.)

291. Lori Marcotte has never traveled to Las Vegas with Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 22:21-24.)

292. Louis Marcotte never directly gave Judge Porteous any cash on any trip that the two of them took together. (*See* Tr. of Dep. of Louis Marcotte at 103:12-16.)

293. In 1992, Judge Porteous was invited to Las Vegas by Louis Marcotte and turned down the offer. (HP Ex. 072(b); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 65-66.)

294. Rhonda Danos and Lori Marcotte were close friends for some period of time between 1992 and 1997. (*See* Tr. of Lori Marcotte Dep. at 19:07-10, 30:11-32:13.)

295. In 1992, Rhonda Danos and Lori Marcotte stayed in a hotel room together on a trip to Las Vegas. (*See* Tr. of Lori Marcotte Dep. at 23:06-11.)

296. Rhonda Danos helped Lori Marcotte organize trips to Las Vegas, scheduled social outings for certain trips the Marcottes went on, and organized transportation for some of the Marcotte's guests. (*See* Tr. of Lori Marcotte Dep. at 23:17-27:07.)

297. Rhonda Danos and Lori Marcotte attended a Rolling Stones concert together. (*See* Tr. of Lori Marcotte Dep. at 29:21-25.)

298. Rhonda Danos assisted Lori Marcotte with the planning and preparation for a Christmas party at the Blue House at some point in the 1990s. (*See* Tr. of Lori Marcotte Dep. at 28:11-14.)

299. The Marcottes never provided a reserved parking spot to Michael Porteous. (*See* Tr. of Lori Marcotte Dep. at 77:17-78:23.)

300. The Marcottes never subsidized or provided a reserved parking spot to Michael Porteous that would have otherwise generated revenue for the Marcottes. (*See* Tr. of Lori Marcotte Dep. at 77:17-78:23.)

301. The parking lot utilized by the Marcottes near the Gretna courthouse in the mid 1990s did not require anyone who parked there to pay a daily fee. (*See* Tr. of Lori Marcotte Dep. at 77:17-78:23.)

302. The parking lot owned by the Marcottes and used by Michael Porteous was in fact an open lot physically open to any driver.

303. The parking lot owned by the Marcottes and used by Michael Porteous did not have a specifically marked spot for the use of Michael Porteous.

304. The parking lot owned by the Marcottes and used by Michael Porteous was sometimes used by strangers or members of the public.

305. At some point in the 1990s, people were charged for use of the parking lot owned by the Marcottes and used by Michael Porteous.

306. During the time that Judge Porteous served as a state judge, the Marcottes did not charge anyone for the use of the parking lot used by Michael Porteous.

307. The Senate of the United States has never removed an individual from office through the impeachment process solely on the basis of conduct occurring before he began his tenure in the office that is the subject of the impeachment. (*See* MICHAEL J. GERHARDT, *THE FEDERAL IMPEACHMENT PROCESS: A CONSTITUTIONAL AND HISTORICAL ANALYSIS* 108 (Univ. of Chicago Press, 2d ed. 2000).

308. In prior impeachment cases, the Senate specifically has declined to convict on articles of impeachment based on conduct that was alleged to have occurred before the accused assumed the office that is the subject of the impeachment. (*See generally* Archbald Senate Impeachment Trial.)

309. In 1912, the House of Representatives filed thirteen Articles of Impeachment against Robert Archbald, alleging misconduct in his then-current circuit judgeship (Articles 1 through 6) as well as in his prior district judgeship (Articles 7 through 12). The Senate convicted Archbald on Articles 1, 3, 4, 5, and 13, but acquitted Judge Archbald on the articles relating solely to Archbald's former office (Articles 7 through 12) (*See* 62 Cong. Rec. S1647 (1913) at Index p. XIV (listing "guilty" and "not guilty" votes for each of the rejected articles.)

310. In relation to Article II, the only misconduct Judge Porteous is alleged to have engaged in while a sitting member of the United States District Court for the Eastern District of Louisiana is that Judge Porteous used the power and prestige of his office to assist the Marcottes in forming relationships with State judicial officers and individuals important to the Marcottes' business.

311. Beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed dozens of witnesses. (*See generally* FBI Background Check of Judge Porteous, HP Ex. 069(b).)

312. During its background check, the FBI was made aware that Judge Porteous had a relationship with the Marcottes. (*See* PORT000000471, PORT000000503, PORT000000513-514.)

313. Judge Porteous gave the FBI the name of Louis Marcotte and contact information as part of his background investigation.

314. The FBI specifically interviewed Louis Marcotte on two occasions during its background investigation of Judge Porteous, and Marcotte explained that he had known the Judge professionally and socially for the past ten years. (See PORT00000503 and PORT00000513-514.)

315. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that “Judge Porteous works with certain individuals in writing bonds, specifically . . . Louis and Lori Marcotte.” (PORT00000471.)

316. Prior to confirmation, the FBI interviewed Louis Marcotte, who told the FBI “that he sometimes goes to lunch with the candidate and attorneys in the area.” (PORT00000471.)

317. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that the Marcottes “frequently give the judge and his staff cakes, sandwiches, booze, and soft drinks.” (PORT00000526.)

318. Prior to his confirmation, the FBI interviewed an individual, who asked that their identity remain anonymous, but who stated that “Louis Marcotte has told people that they 'kick back' money to Judge Porteous for reducing the bonds.”

319. The information from an individual who told the FBI about an allegation of a kickback to Judge Porteous was referenced in a separate “note” to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed. (PORT00000526.)

320. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that Judge Porteous “frequently sign[ed] bonds ahead of time for bondsmen.” (PORT00000526.)

321. Prior to his confirmation, the FBI interviewed an individual, who asked that their identity remain anonymous, but who stated that the candidate “indirectly received \$10,000 from an individual in exchange for the candidate reducing his bond.”

322. The information from an individual who told the FBI Judge Porteous received \$10,000 was referenced in a separate “note” to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed.

323. The FBI interviewed an individual, whose identity has been redacted from discovery documents, who reported that Louis Marcotte told the girlfriend of an individual who had been arrested that it would take \$12,500.00 to get [the boyfriend] out of jail” and that “\$10,000.00 of this would go to Judge Porteous for the bond reduction.” This information was referenced in a separate “note” to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed. (PORT00000524 and PORT00000530.)

324. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that “Porteous was “paid to reduce a bond” in

a different case and “had been given \$1,500 to reduce a bond” in that matter. This information was highlighted in a separate “note” to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed. (PORT000000526 and PORT000000530.)

325. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that Judge “Porteous had transferred a case from another division to his [Porteous] to help [redaction follows].” (PORT000000526.)

326. Moreover, confidential informants told the FBI that “Louis Marcotte has told people that they ‘kick back’ money to Judge Porteous for reducing the bonds.” (PORT000000526.)

327. Louis Marcotte’s conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous filled out his SF-86 form. (See PORT000000503 and PORT000000513-514.)

328. Louis Marcotte’s conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous filled out his supplemental SF-86 form. (See PORT000000503 and PORT000000513-514.)

329. Louis Marcotte’s conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous filled out his Senate questionnaire. (See PORT000000503 and PORT000000513-514.)

330. Louis Marcotte’s conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous spoke with agents in his first background check. (See PORT000000503 and PORT000000513-514.)

331. On his Supplemental SF-86, Judge Porteous was asked whether there was anything in his personal life that could cause embarrassment to him or President Clinton. This question necessarily asks for Judge Porteous’s subjective opinion and speculation regarding the meaning and application of the term “embarrassment.”

332. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate reviewed the FBI’s background investigation of Judge Porteous. (See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.)

333. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate was specifically aware of allegations that Judge Porteous “is living beyond his means and this might mean that he is involved in some type of criminal activity.” (See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.)

334. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the

Judiciary Committee of the United States Senate was specifically aware of allegations that Judge Porteous “has a drinking problem.” (See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.)

335. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate was specifically aware of allegations that Judge Porteous gambled on occasion. (See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.)

336. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate placed additional telephone calls to and interviewed Robert Creely, Donald Gardner, and Louis Marcotte, among others. (See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.)

337. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate made inquiries about whether Judge Porteous had a drinking problem.

338. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate made inquiries about whether Judge Porteous had a gambling problem.

339. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate made inquiries about whether Judge Porteous was living beyond his means.

340. Except for allegations specifically set out in Article III of the Articles of Impeachment, Judge Porteous complied at all times with the U.S. Bankruptcy Code.

341. Judge Porteous and his wife Carmella Porteous retained attorney Claude C. Lightfoot, Jr. in the summer of 2000 to assist them in attempting to restructure their debts and possibly seeking bankruptcy protection.

342. Shortly after retaining him, Judge Porteous provided Claude Lightfoot with (among other documents) a copy of his May 2000 pay stub.

343. The Porteouses, with the assistance of Claude Lightfoot, sought to avoid filing for bankruptcy protection by informally restructuring their debts.

344. The Porteouses’ attempts to informally restructure their debts were unsuccessful.

345. The Porteouses filed a voluntary petition for bankruptcy protection on March 28, 2001.

346. Claude Lightfoot prepared and filed the Porteouses' voluntary petition for bankruptcy protection.

347. Claude Lightfoot prepared and filed all schedules and other documents filed in bankruptcy court in connection with the Porteouses' voluntary petition for bankruptcy protection.

348. Prior to filing the Porteouses' voluntary bankruptcy petition, Claude Lightfoot did not request an updated pay stub from Judge Porteous.

349. The Porteouses listed their correct Social Security numbers on the voluntary bankruptcy petition that they filed on March 28, 2001. (SC00753.)

350. Social Security numbers are more accurate personal identifiers than last names.

351. The Porteouses signed the voluntary bankruptcy petition that they filed on March 28, 2001, with their full and correct signatures.

352. At the time that the Porteouses filed their voluntary petition for bankruptcy protection, the Times-Picayune newspaper published weekly the names of all individuals who filed for bankruptcy protection.

353. Claude Lightfoot came up with the idea of filing the Porteouses' bankruptcy petition under a different last name than the Porteouses' true last name.

354. Claude Lightfoot came up with the idea of filing the Porteouses' bankruptcy petition under the last name "Ortous."

355. Claude Lightfoot suggested to the Porteouses that they file their bankruptcy petition under the last name "Ortous."

356. Claude Lightfoot suggested that the Porteouses file their bankruptcy petition under the last name "Ortous" in an attempt to limit the publicity surrounding that filing.

357. Claude Lightfoot advised the Porteouses that it was acceptable for them to file their bankruptcy petition under the last name "Ortous."

358. The Porteouses relied on the advice of their counsel, Claude Lightfoot, when they permitted their bankruptcy petition to be filed under the last name "Ortous."

359. The purpose of filing the Porteouses' bankruptcy petition under the last name "Ortous" was to avoid publicity and embarrassment.

360. The purpose of filing the Porteouses' bankruptcy petition under the last name "Ortous" was not to hinder, delay, or defraud creditors.

361. Claude Lightfoot came up with the idea of filing the Porteouses' bankruptcy petition using a post office box address rather than their residential address.

362. Claude Lightfoot suggested to the Porteouses that they obtain a post office box and file their bankruptcy petition using that post office box address.

363. Claude Lightfoot suggested that the Porteouses file their bankruptcy petition using a post office box address in an attempt to limit the publicity surrounding that filing.

364. Claude Lightfoot advised the Porteouses to open a post office box prior to filing their bankruptcy petition.

365. Claude Lightfoot advised the Porteouses that it was acceptable for them to file their bankruptcy petition using a post office box address.

366. The Porteouses relied on the advice of their counsel, Claude Lightfoot, when they obtained a post office box prior to filing their bankruptcy petition.

367. Claude Lightfoot listed the Porteouses' post office box address on their bankruptcy petition.

368. Claude Lightfoot filed the Porteouses' bankruptcy petition with full knowledge that it listed a post office box address, not their residential address.

369. The Porteouses relied on the advice of their counsel, Claude Lightfoot, when they permitted their bankruptcy petition to be filed using a post office box address.

370. The purpose of filing the Porteouses' bankruptcy petition with a post office box address was to avoid publicity and embarrassment.

371. The purpose of filing the Porteouses' bankruptcy petition with a post office box address was not to hinder, delay, or defraud creditors.

372. When they filed their bankruptcy petition on March 28, 2001, the Porteouses did so with the intent to amend that petition shortly thereafter to list their correct last name and residential address.

373. The Porteouses filed an amended voluntary petition for bankruptcy protection on April 9, 2001.

374. The Porteouses' amended voluntary petition for bankruptcy protection accurately listed their last names as "Porteous."

375. The Porteouses' amended voluntary petition for bankruptcy protection accurately listed their residential address.

376. Notices to creditors in the Porteouses' bankruptcy case were sent out on April 19, 2001. (SC00412.)

377. No creditors received any notice in connection with the Porteouses' bankruptcy filing containing or reflecting the name "Ortous."

378. No creditors received any notice in connection with the Porteouses' bankruptcy filing containing or reflecting a post office box address.

379. On March 28, 2001, the ending balance in the Porteouses' Fidelity Homestead Association money market checking account was \$283.42. (SC00611.)

380. On March 28, 2001, the Porteouses had filed their tax return for the year 2000, but had not yet received either a tax refund or confirmation that they would receive a tax refund.

381. The Chapter 13 Trustee who administered the Porteouses' bankruptcy case was Mr. S.J. Beaulieu.

382. During the pendency of the Porteouses' bankruptcy case, S.J. Beaulieu administered a total of approximately 6,500 Chapter 13 cases.

383. Bankruptcy Judge William Greendyke presided over the Porteouses' bankruptcy case from shortly after its filing in March 2001 until his retirement from the bench in the first half of 2004.

384. In 2001, William Heitkamp served as the Chapter 13 Trustee for bankruptcy cases filed under Chapter 13 of the Bankruptcy Code in the Southern District of Texas.

385. Other than holding the Section 341 creditors meeting in the afternoon rather than the morning, S.J. Beaulieu did not give the Porteouses any special or preferential treatment.

386. S.J. Beaulieu conferred with William Heitkamp concerning the procedures utilized by Judge Greendyke in connection with Chapter 13 bankruptcy cases pending before him.

387. S.J. Beaulieu conferred with William Heitkamp concerning the procedures utilized by Judge Greendyke in connection with tax returns and tax refunds in Chapter 13 bankruptcy cases pending before him.

388. The Porteouses' Section 341 creditors meeting occurred on May 9, 2001.

389. Judge Greendyke signed an order confirming the Porteouses' proposed Chapter 13 repayment plan on June 28, 2001. (SC00050-52.)

390. Prior to May 9, 2001, the Porteouses were never under any obligation, instruction, or order in connection with their bankruptcy case not to incur new debt or take out new credit.

391. Prior to June 28, 2001, the Porteouses were never subject to any order in connection with their bankruptcy case not to incur new debt or take out new credit.

392. Casino markers do not constitute debt.

393. In the case of *Telerecovery of Louisiana, Inc. v. Gaulon*, 738 So. 2d 662, the Louisiana Court of Appeals concluded that casino markers constitute checks, not debt.

394. Of the \$2,000 in markers that Judge Porteous utilized between May 10, 2001, and June 28, 2001, all but \$100 was repaid on the same day it was taken out.

395. In January 2004, attorneys with the Justice Department, including Noah Bookbinder and Dan Petalas, and agents and analysts with the FBI, including Patrick Bohrer, DeWayne Horner, and Gerald Fink, met with S.J. Beaulieu. (SC00409-15.)

396. During their January 2004 meeting, Justice Department and FBI personnel advised S.J. Beaulieu of certain allegations of misconduct or improprieties in connection with the Porteouses' bankruptcy case. (SC00409-15; JC200268.)

397. The allegations that the Justice Department and FBI personnel advised S.J. Beaulieu of during their January 2004 meeting included: 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 Porteouses' bankruptcy schedules and disclosures. (SC00409-15; JC200268.)

398. In March 2004, Justice Department and FBI personnel, including attorneys Noah Bookbinder and Dan Petalas, Special Agents Patrick Bohrer and DeWayne Horner, and Financial Analyst Gerald Fink, again contacted S.J. Beaulieu concerning the allegations of misconduct or improprieties in connection with the Porteouses' bankruptcy case. (JC200267.)

399. During their March 2004 conversation, Justice Department and FBI personnel instructed S.J. Beaulieu to "use whatever powers he has" and "take whatever action he felt appropriate" in connection with the Porteouses' bankruptcy case. (JC200267.)

400. On April 1, 2004, S.J. Beaulieu's staff attorney Michael Adoue sent a letter to FBI Agent Wayne Horner. (JC200268-69.)

401. In his April 1, 2004 letter, S.J. Beaulieu's staff attorney advised the FBI that "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." (JC200268.)

402. In his April 1, 2004 letter, S.J. Beaulieu's staff attorney advised the FBI that, "[i]n Mr. Beaulieu's opinion, extending the [Porteouses' Chapter 13 repayment] plan at the late date to recoup the different in disposable income [resulting from FICA tax withholding] would not substantially increase the percentage paid to unsecured creditors." (JC200268.)

403. In his April 1, 2004 letter, S.J. Beaulieu's staff attorney advised that, "[s]ince 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." (JC200268.)

404. S.J. Beaulieu never brought any allegations of misconduct or improprieties in connection with the Porteouses' bankruptcy case to the attention of the bankruptcy court or Judge Greendyke.

405. The Porteouses timely paid all repayments called for under their confirmed Chapter 13 repayment plan.

406. Upon completion of their Chapter 13 repayment plan, the Porteouses paid more than \$57,000, of which more than \$52,000 was disbursed to unsecured creditors. (SC00419.)

407. The Porteouses received a discharge following completion of their Chapter 13 repayment plan on July 22, 2004. (SC00013.)

408. S.J. Beaulieu, as Chapter 13 Trustee, did not object to the Porteouses' discharge.

409. No creditor objected to the Porteouses' discharge.

410. The government did not object to the Porteouses' discharge.

411. No other party objected to the Porteouses' discharge.

412. S.J. Beaulieu, as Chapter 13 Trustee, has not sought to revoke the Porteouses' discharge.

413. No creditor has sought to revoke the Porteouses' discharge.

414. The government has not sought to revoke the Porteouses' discharge.

415. No other party has sought to revoke the Porteouses' discharge.

416. On May 18, 2007, the Criminal Division of the Justice Department sent a letter to Fifth Circuit Chief Judge Edith H. Jones. (SC00767-88.)

417. In its May 18, 2007 letter to Chief Judge Jones, the Justice Department stated that it would "not seek criminal charges against Judge Porteous" in connection with the allegations that he "filed false declarations, concealed assets, and acted in criminal contempt of court during his personal bankruptcy action." (SC00767.)

418. Among the considerations stated in Justice Department's May 18, 2007 letter for its the decision not to seek criminal charges against Judge Porteous were "concerns about the materiality of some of Judge Porteous's provably false statements; the special difficulties of proving mens rea and intent to deceive beyond a reasonable doubt in a case of this nature; and the need to provide consistency in charging decisions concerning bankruptcy and criminal contempt matters." (SC00767 & SC00774 n.5.)

419. On July 25, 2007, Ron Woods and Larry Finder interviewed S.J. Beaulieu. (JC200251-53.)

420. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that "the only preferential treatment he provided to Porteous was to hold his 341 meeting on the docket from morning to afternoon to reduce the chances of Porteous being seen by bankruptcy lawyers." (JC200251.)

421. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that, since the Porteouses' amended petition "had been filed prior to the 341 hearing," "the unsecured creditors all received notice of the actual identities of the debtors." (JC200252.)

422. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that, since the Porteouses' "unsecured creditors all received notice of the actual identities of the debtors," he viewed their use of incorrect names on their initial bankruptcy petition to be one of "no harm, no foul." (JC200252.)

423. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that knowledge of the Porteouses' "gambling loss[es] would not have affected his judgment in any way" and "many, if not most, of the debtors that come before him have gambling problems." (JC200252-53.)

424. In 2001, 1,031,493 debtors filed for Chapter 7 bankruptcy protection and 419,750 debtors filed for Chapter 13 bankruptcy protection, for a total of 1,451,243 debtors who sought bankruptcy protection. (See Bankruptcy statistics for calendar year 2001 maintained by the Administrative Office of the U.S. Courts on behalf of the Federal Judiciary, http://www.uscourts.gov/uscourts/Statistics/BankruptcyStatistics/BankruptcyFilings/2001/1201_f2.xls.)

425. In 1999, U.S. Bankruptcy Judge Steven W. Rhodes analyzed the bankruptcy schedules filed in 200 randomly selected consumer cases pending in the Eastern District of Michigan and found that 99% (198 of 200) of those schedules contained errors. (See Steven W. Rhodes, *An Empirical Study of Consumer Bankruptcy Papers*, 73 Am. Bankr. L.J. 653, 678 (1999).)

Respectfully submitted,

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United States District Court Judge
for the Eastern District of Louisiana

Dated: August 5, 2010

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2010, I served copies of the foregoing by electronic means on the House Managers, through counsel, at the following email addresses:

Alan Baron – abaron@seyfarth.com

Mark Dubester – mark.dubester@mail.house.gov

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/s/ P.J. Meitl_____

In The Senate of the United States

Sitting as a Court of Impeachment

In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)

THE HOUSE OF REPRESENTATIVES' PROPOSED STIPULATIONS OF FACT

The House of Representatives ("House"), through its Managers and counsel, respectfully submits the following proposed stipulations of fact, to be used at the Senate Impeachment Trial Committee hearing regarding the impeachment of Judge G. Thomas Porteous, Jr.:

FACTUAL BACKGROUND

1. Judge Porteous was born on December 14, 1946.
2. Judge Porteous married Carmella Porteous on June 28, 1969.
3. Judge Porteous and his wife Carmella had four children: Michael, Timothy, Thomas and Catherine.
4. Judge Porteous graduated from Louisiana State University Law School in May 1971.
5. From approximately October 1973 through August 1984, Judge Porteous served as an Assistant District Attorney in Jefferson Parish, Louisiana. Judge Porteous was permitted to hold outside employment while working as an Assistant District Attorney.
6. From January 1973 until July 1974, Judge Porteous was a law partner of Jacob Amato, Jr. at the law firm of Edwards, Porteous & Amato.
7. Attorney Robert Creely worked at the law firm of Edwards, Porteous, & Amato for some period of time between January 1973 and July 1974.
8. Judge Porteous was elected to be a judge of the 24th Judicial District Court in Jefferson Parish, Louisiana in August 1984. He took the bench on December 19, 1984, and remained in that position until October 28, 1994.
9. On August 25, 1994, Judge Porteous was nominated by President Clinton to be a United States District Court Judge for the Eastern District of Louisiana.

10. Judge Porteous's confirmation hearing before the Senate Judiciary Committee was held on October 6, 1994.
11. Judge Porteous was confirmed as a United States District Court Judge for the Eastern District of Louisiana by the United States Senate on October 7, 1994.
12. Judge Porteous received his judicial commission on October 11, 1994.
13. Judge Porteous was sworn in as a United States District Court Judge for the Eastern District of Louisiana on October 28, 1994.
14. Judge Porteous's wife, Carmella, passed away on December 22, 2005.

PROCEDURAL BACKGROUND

15. Starting in or about late 1999, the Department of Justice and the Federal Bureau of Investigation commenced a criminal investigation of Judge Porteous. The investigation ended in early 2007, without an indictment being issued.
16. By letter dated May 18, 2007, the Department of Justice submitted a formal complaint of judicial misconduct regarding Judge Porteous to the Honorable Edith H. Jones, Chief Judge of the United States Court of Appeals for the Fifth Circuit. (HP Ex. 4).¹
17. Upon receipt of the Department of Justice's May 18, 2007 complaint letter, the Fifth Circuit appointed a Special Investigatory Committee (the "Special Committee") to investigate the Department of Justice's allegations of misconduct by Judge Porteous.
18. Judge Porteous was initially represented by attorney Kyle Schonekas in the Special Committee proceedings.
19. Kyle Schonekas withdrew from representing Judge Porteous in the Special Committee proceedings on or before July 5, 2007.
20. On or before August 2, 2007, attorney Michael H. Ellis represented Judge Porteous in the Special Committee proceedings.
21. On or before October 16, 2007, attorney Michael H. Ellis withdrew from representing Judge Porteous in the Special Committee proceedings because of "irreconcilable differences."
22. A hearing was held before the Special Committee on October 29 and 30, 2007 (the "Fifth Circuit Hearing"). At the Fifth Circuit Hearing, Judge Porteous represented himself,

¹ The "HP Exhibit" citations in these Stipulations are for ease of reference to counsel and the Senate Impeachment Trial Committee, by identifying the documentation supporting each of the House's proposed stipulations. These citations will be removed from the final stipulations, agreed to by the parties.

testified pursuant to a grant of formal immunity, cross-examined witnesses and called witnesses on his own behalf.

23. After the Fifth Circuit hearing, the Special Committee issued a report to the Judicial Conference of the Fifth Circuit dated November 20, 2007, which concluded that Judge Porteous committed misconduct which “might constitute one or more grounds for impeachment.” (HP Ex. 5).
24. On December 20, 2007, by a majority vote, the Judicial Council of the Fifth Circuit accepted and approved the Special Committee’s November 20, 2007 Report and concluded that Judge Porteous “had engaged in conduct which might constitute one or more grounds for impeachment under Article I of the Constitution.” The Judicial Council of the Fifth Circuit thereafter certified these findings and the supporting records to the Judicial Conference of the United States. (HP Ex. 6 (a)).
25. On June 17, 2008, the Judicial Conference of the United States determined unanimously, upon recommendation of its Committee on Judicial Conduct and Disability, to transmit to the Speaker of the House a certificate “that consideration of impeachment of the United States District Judge G. Thomas Porteous (E.D. La.) may be warranted.” (HP Ex. 7(a)–(b)).
26. On September 10, 2008, the Judicial Council of the Fifth Circuit issued an “Order and Public Reprimand” against Judge Porteous, ordering that no new cases be assigned to Judge Porteous and suspending Judge Porteous’s authority to employ staff for two years or “until Congress takes final action on the impeachment proceedings, whichever occurs earlier.” (HP Ex. 8).
27. On September 17, 2008, the House of Representatives of the 110th Congress passed H. Res. 1448, which provided in pertinent part: “Resolved, That the Committee on the Judiciary should inquire whether the House should impeach G. Thomas Porteous, a judge of the United States District Court for the Eastern District of Louisiana.”
28. On January 13, 2009, the House of Representatives passed H. Res. 15, continuing the authority of H. Res. 1448 for the 111th Congress.

THE LILJEBERG CASE

29. Jacob Amato, Jr. and Robert Creely formed a law partnership in about 1975 that lasted until 2005. (HP Ex. 16).
30. While Judge Porteous was on the state bench, he requested cash from Robert Creely on several occasions. Creely provided cash to Judge Porteous in response to those requests. (Exs. 11, 12 and 16).
31. Judge Porteous knew that some portion of the money he received from Robert Creely came from Jacob Amato, Jr. as well. (Task Force Hearing I, Exs. 16, 24).

32. There came a time where Robert Creely expressed resistance to providing monies to Judge Porteous while he was on the state bench. (Task Force Hearing I and Ex. 10).
33. Beginning in 1988, Judge Porteous began increasingly to assign Robert Creely curatorships. (HP Ex. 11).
34. In 1988, Judge Porteous assigned at least 18 curatorships to Robert Creely. (Exs. 189-190).
35. In 1989, Judge Porteous assigned at least 21 curatorships to Robert Creely. (Exs. 189-190).
36. In 1990, Judge Porteous assigned at least 33 curatorships to Robert Creely. (Exs. 189-190).
37. In 1991, Judge Porteous assigned at least 28 curatorships to Robert Creely. (Exs. 189-190).
38. In 1992, Judge Porteous assigned at least 44 curatorships to Robert Creely. (Exs. 189-190).
39. In 1993, Judge Porteous assigned at least 28 curatorships to Robert Creely. (Exs. 189-190).
40. In 1994, Judge Porteous assigned at least 20 curatorships to Robert Creely. (Exs. 189-190).
41. The Amato & Creely law firm earned a fee of between \$150 and \$200 for each curatorship that Judge Porteous assigned to Robert Creely.
42. As a result of Robert Creely being assigned at least 192 curatorships by Judge Porteous, the Amato & Creely law firm earned fees of at least \$37,500. (Exs. 189 and 190).
43. Judge Porteous received a portion of the fees associated with the curatorships he assigned to Robert Creely. (HP Ex. 12).
44. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money for Robert Creely and Jacob Amato, Jr.:

Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?

A: Probably when I was on State bench.

Q: And that practice continued into 1994, when you became a Federal judge, did it not?

A: I believe that's correct. (HP Ex. 10).

45. At the Fifth Circuit Hearing, Judge Porteous admitted under oath that the cash he received from Robert Creely “occasionally” followed his assignment of curatorships to Creely. (HP Ex. 10).
46. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the relationship between Mr. Creely’s resistance to giving Judge Porteous money and Judge Porteous’s assignment of curatorships to Mr. Creely:
- Q: Do you recall Mr. Creely refusing to pay you money before the curatorships started?
- A: He may have said I needed to get my finances under control, yeah. (HP Ex. 10).
47. At the Fifth Circuit Hearing, Judge Porteous questioned Jacob Amato, Jr. as follows regarding the reasons why Amato and Creely gave Judge Porteous money:
- Porteous: [J]ust so I’m clear, this money that was given to me, was it done because I’m a judge, to influence me, or just because we’re friends?
- Amato: Tom, it’s because we’re friends and we’ve been friends for 35 years. And it breaks my heart to be here. (HP Ex. 20).
48. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the amount of money he received from Jacob Amato, Jr. and Robert Creely or their law firm:
- Q: Judge Porteous, over the years, how much cash have you received from Jake Amato and Bob Creely or their law firm?
- A: I have no earthly idea.
- Q: It could have been \$10,000 or more. Isn’t that right?
- A: Again, you’re asking me to speculate. I have no idea is all I can tell you.
- Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?
- A: Probably when I was on State bench.
- Q: And that practice continued into 1994, when you became a Federal judge, did it not?
- A: I believe that’s correct. (HP Ex. 10).

49. Attorney Donald Gardner is a long time friend of Judge Porteous.
50. While Judge Porteous was a state judge, he assigned more than 50 curatorships to Donald Gardner. (HP Ex. 36).
51. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of cash from Don Gardner:
- Q: Now, other than Messrs. Amato and Creely, who else had—what other lawyers—lawyer friends of yours have given you money over the years?
- A: Given me money?
- Q: Money, cash.
- A: Gardner may have. Probably did.
- Q: And when is the last time Mr. Gardner gave you money?
- A: Before I took the Federal bench, I'm sure.
- Q: Okay. And do you recall how much?
- A: Absolutely not. (HP Ex. 10).
52. On January 16, 1996, as a Federal judge, Judge Porteous was assigned a civil case, Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc. (HP Ex. 50).
53. The Liljeberg case was filed in 1993 and had been assigned to other judges before being transferred to Judge Porteous on January 16, 1996.
54. The Liljeberg case was set for a non-jury trial before Judge Porteous on November 4, 1996.
55. On September 19, 1996, the Liljebergs filed a motion to enter the appearances of Jacob Amato, Jr. and Leonard Levenson as their attorneys. Judge Porteous granted the motion on September 26, 1996. (Exs. 51 (a) and 51 (b)).
56. Jacob Amato, Jr. and Leonard Levenson were hired by the Liljebergs on a contingent fee basis, and, pursuant to the terms of their retainer, if the Liljebergs prevailed in the litigation they would both receive substantial fees. (Exs. 18 and 52).
57. The motion to enter Jacob Amato, Jr.'s appearance identified him as being with the law firm of Amato & Creely. (HP Ex. 51 (a)).
58. On October 1, 1996, attorney Joseph Mole on behalf of his client, Lifemark, filed a Motion to Recuse Judge Porteous. (HP Ex. 52).

59. When the Liljebergs filed their Motion to Recuse, Joseph Mole, counsel for Lifemark, was unaware of any prior financial relationship between Amato & Creely and Judge Porteous. (HP Ex. 52).
60. The Liljebergs filed their Opposition to the Motion to Recuse, on October 9, 1996. (HP Ex. 53).
61. Lifemark filed its Reply to the Opposition to the Motion to Recuse on October 11, 1996. (HP Ex. 54).
62. The Liljebergs filed a Memorandum in Opposition to Lifemark's Reply on October 15, 1996. (HP Ex. 55).
63. On October 16, 1996, Judge Porteous held a hearing on the Motion to Recuse. (HP Ex. 56).
64. Both Leonard Levenson and Jacob Amato, Jr. were present in the courtroom on behalf of the Liljebergs at the October 16, 1996 hearing on the Motion to Recuse. (HP Ex. 56).
65. At the recusal hearing on October 16, 1996, Jacob Amato, Jr. made no statements concerning his prior financial relationship with Judge Porteous. (HP Ex. 56).
66. At the October 16, 1996 hearing on the Motion to Recuse, the following colloquy occurred:

The Court: Let me make also one other statement for the record if anyone wants to decide whether I am a friend with Mr. Amato and Mr. Levenson—I will put that to rest for the answer is affirmative, yes. Mr. Amato and I practiced the law together probably 20-plus years ago. Is that sufficient? . . . So if that is an issue at all, it is a non-issue.

* * *

The Court: 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.

* * *

Mr. Mole: The public perception is that they do dine with you, travel with you, that they have contributed to your campaigns.

* * *

The Court: The first time I ran, 1984, I think is the only time when they gave me money.

* * *

The Court: [T]his is the first time a motion for my recusal has ever been filed But does that mean that any time a person I perceive to be friends who I have dinner with or whatever that I must disqualify myself? I don't think that's what the rule suggests Courts have held that a judge need not disqualify himself just because a friend, even a close friend, appears as a lawyer

* * *

The Court: Well you know the issue becomes one of, I guess the confidence of the parties, not the attorneys My concern is not with whether or not lawyers are friends My concern is that the parties are given a day in court which they can through you present their case, and they can be adjudicated thoroughly without bias, favor, prejudice, public opinion, sympathy, anything else, just on law and facts

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

[In the *Bernard* case] the court said Section 450 requires not only that a Judge be subjectively confident of his ability to be even handed but [that an] informed, rational objective observer would not doubt his impartiality I don't have any difficulty trying this case [I]n my mind I am satisfied because if I had any question as to my ability, I would have called and said, "Look, you're right." (HP Ex. 56).

67. Judge Porteous denied the Motion to Recuse in open court on October 16, 1996. (HP Ex. 56).
68. On October 17, 1996, Judge Porteous issued a written order confirming the denial of the Motion to Recuse. (HP Ex. 57).
69. Lifemark retained Donald Gardner on March 11, 1997 to be part of its trial team. (HP Ex. 60 (a)).
70. Lifemark's contract with Donald Gardner provided that he would be paid \$100,000 for entering his appearance and that, among other terms, he would receive another \$100,000 if Judge Porteous withdrew or the case settled. (Exs. 64 and 65).
71. Judge Porteous conducted a bench trial in the Liljeberg case from June 16, 1997 through June 27, 1997 and then from July 14, 1997 until its conclusion on July 23, 1997. (HP Ex. 50).

72. At the conclusion of the Liljeberg trial in July 1997, Judge Porteous took the case under advisement.
73. Jacob Amato, Jr. took Judge Porteous to numerous lunches while Judge Porteous had the Liljeberg under advisement. (Task Force Hearing I and Exs. 21 (b)-(c) and 24).
74. Don Gardner took Judge Porteous to lunches and dinners while Judge Porteous had the Liljeberg case under advisement. (HP Ex. 36).
75. From May 20 through 23, 1999, while Judge Porteous had the Liljeberg case under advisement, a bachelor party was held in Las Vegas, Nevada, for Judge Porteous's son, Timothy.
76. Among the people present in Las Vegas for Timothy Porteous's bachelor party were Judge Porteous, Robert Creely and Donald Gardner.
77. At the Fifth Circuit Hearing Judge Porteous testified under oath as follows regarding Robert Creely's payment for Judge Porteous's hotel room at Caesars Palace during the trip to Las Vegas for Timothy Porteous's bachelor party:

Q: Well, once you get to Las Vegas, you have to stay in a room right?

A: Right.

Q: You didn't pay for the room, did you?

A: It appears I did not.

Q: And do you know who paid for it?

A: It appears Mr. Creely paid for it.

Q: Mr. Creely, that's right. Now, that was over a period of approximately four days, as I recall, from the records?

A: Three or four.

Q: Three or four. That exceeded \$250 total for the room, correct?

A: Yea.

Q: Did that ever appear on your judicial - -

A: No, it did not.

Q: - your form that you file with the administrative office?

A: No, it did not.

Q: It did not. Although you considered that a gift, correct?

A: Yea, it was a gift. (HP Ex. 10, page 140).

78. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows concerning Robert Creely's payment of a portion of the bill for Timothy Porteous's bachelor party dinner in Las Vegas:

A: We had one outside meal that I can recall.

Q: But you didn't pay for that meal, did you?

A. No, I did not.

Q: Who paid for it?

A: A variety – I think Creely did and maybe some other people picked up various portions. (Exs. 10, 11 and 378).

79. On June 28, 1999, after his son's wedding, and while the Liljeberg case was under advisement, Judge Porteous solicited money from Jacob Amato, Jr. while the two men were on a boat during a fishing trip.
80. After Judge Porteous solicited money from Jacob Amato, Jr. on June 28, 1999, Amato provided cash to Judge Porteous in an envelope.
81. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money from Jacob Amato, Jr. in or about June of 1999:

Q: Do you recall in 1999, in the summer, May, June, receiving \$2,000 for [sic: should be "from"] them?

A: I've read Mr. Amato's grand jury testimony. It says we were fishing and I made some representation that I was having difficulties and that he loaned me some money or gave me some money.

Q: You don't – you're not denying it; you just don't remember it?

A: I just don't have any recollection of it, but that would have fallen in the category of a loan from a friend. That's all.

* * *

Q: [W]hether or not you recall asking Mr. Amato for money during this fishing trip, do you recall getting an envelope with \$2,000 shortly thereafter?

A: Yeah. Something seems to suggest that there may have been an envelope. I don't remember the size of an envelope, how I got the envelope, or anything about it.

* * *

Q: Wait a second. Is it the nature of the envelope you're disputing?

A: No. Money was received in [an] envelope.

Q: And had cash in it?

A: Yes, sir.

Q: And it was from Creely and/or –

A: Amato.

Q: Amato?

A: Yes.

Q: And it was used to pay for your son's wedding.

A: To help defray the cost, yeah.

Q: And was used –

A: They loaned – my impression was it was a loan.

Q: And would you dispute that the amount was \$2,000?

A: I don't have any basis to dispute it. (HP Ex. 10).

82. After Judge Porteous received the cash from Jacob Amato, Jr. in or about June of 1999, while he still had the Liljeberg case under advisement, Judge Porteous did not disclose this fact to Joseph Mole, counsel for Lifemark.
83. In late 1999, while Judge Porteous still had the Liljeberg case under advisement, Jacob Amato, Jr. and Robert Creely paid for a party at the French Quarter Restaurant and Bar to celebrate Judge Porteous's fifth year on the Federal bench. (Exs. 24 and 46, and Task Force Hearing I).

84. At some time while the Liljeberg case was pending before Judge Porteous, Jacob Amato, Jr., Leonard Levenson, and Donald Gardner each gave money either to Judge Porteous directly, or to his secretary Rhonda Danos, to help pay for a Washington D.C. externship for one of Judge Porteous's sons. (Exs. 24, 25, 32, 33, 46 and Task Force Hearing I).
85. During the 1996–2000 time-frame, Judge Porteous maintained a close relationship with Leonard Levenson, demonstrated by Judge Porteous and Leonard Levenson traveling together on several occasions.
86. During the 1996–1998 time-frame, Judge Porteous attended at least one hunting trip with Leonard Levenson, at a Mississippi property owned by Allen Usry, an attorney who on occasion worked with Levenson. (Exs. 30, 163).
87. In April 1999, Leonard Levenson attended the Fifth Circuit Judicial Conference in Houston, Texas as an invitee of Judge Porteous.
88. While at the Fifth Circuit Judicial Conference in April 1999, Leonard Levenson paid for meals and drinks for Judge Porteous. (Exs. 26, 31, 291).
89. In October 1999, Leonard Levenson paid for a dinner with Judge Porteous in Las Vegas, Nevada. (Exs. 30, 31, 291, and 299).
90. In December 1999, Judge Porteous went on a multi-day hunting trip to the Blackhawk hunting facility in Louisiana with Leonard Levenson. (Exs. 31, 163, 286).
91. Judge Porteous did not notify Joseph Mole, counsel for Lifemark, of any of his post-recusal hearing and post trial contacts with Jacob Amato, Jr., Robert Creely, or Leonard Levenson.
92. On April 26, 2000, nearly three years after the trial concluded, Judge Porteous issued a written opinion in Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc. (HP Ex. 62).
93. Judge Porteous ruled in favor of Jacob Amato, Jr.'s and Leonard Levenson's client, the Liljebergs.
94. Lifemark appealed Judge Porteous's decision to the Fifth Circuit Court of Appeals.
95. In August 2002, the Fifth Circuit Court of Appeals reversed, in part, Judge Porteous's decision. (HP Ex. 63).

JUDGE PORTEOUS'S RELATIONSHIP WITH LOUIS AND LORI MARCOTTE

96. On numerous occasions when he was a State court judge, Judge Porteous set bonds, reduced bonds, and split bonds in response to requests by Louis Marcotte, Lori Marcotte, or a representative of the Marcottes. (Exs. 350, 351).

97. In or about the summer of 1993, Jeffery Duhon worked for Louis Marcotte's bail bonds business.
98. On or about July 29, 1993, Judge Porteous ordered the expungement of Jeffery Duhon's burglary conviction. (Exs. 77(a), 77(b)).
99. In September 1994 and October 1994, Aubrey Wallace worked for Louis Marcotte's bail bonds business.
100. On or about September 21, 1994, Judge Porteous held a hearing at which he ordered that Aubrey Wallace's court records in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.) be amended to include removal of the unsatisfactory completion of probation and the entering of the guilty plea under Code of Criminal Procedure 893. (HP Ex. 69(d) at PORT000000620-624).
101. On or about September 22, 1994, Judge Porteous signed a written Order that stated: "IT IS ORDERED that the sentence on Aubrey WALLACE is hereby amended to include the following wording, 'the defendant plead under Article 893.'" (HP Ex. 82).
102. In the last few weeks of Judge Porteous's tenure as a State court judge, he set, reduced and split numerous bonds at the request of the Marcottes. (Exs. 350, 351).
103. On October 14, 1994, Judge Porteous entered an order setting aside Aubrey Wallace's burglary conviction in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.). (HP Ex. 82 at p. 105).
104. In or about July 19, 1999, Judge Porteous attended a Professional Bail Agents of the United States (PBUS) convention at the Beau Rivage Resort in Biloxi Mississippi, at which convention he attended a cocktail party hosted by the Marcottes. (Exs. 223, 224).
105. On or about March 11, 2002, Judge Porteous was a guest of the Marcottes at the conclusion of a lunch at Emeril's Restaurant, in New Orleans, Louisiana at which newly elected state judge Joan Bengé and state judge Ronald Bodenheimer were also in attendance. (HP Ex. 375).

JUDGE PORTEOUS'S BANKRUPTCY

106. On his Financial Disclosure Form for reporting period 1996, Judge Porteous checked the box for "None (No reportable liabilities)." (HP Ex. 102(a)).
107. Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 1996 was \$14,846.47. (HP Ex. 167).
108. Judge Porteous signed his Financial Disclosure Form for reporting period 1996 on May 12, 1997. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is

accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 102(a)).

109. On his Financial Disclosure Form for reporting period 1997, Judge Porteous checked the box for “None (No reportable liabilities).” (HP Ex. 103(a)).
110. Judge Porteous’s balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 19, 1997 was \$15,569.25. (HP Ex. 168).
111. Judge Porteous’s balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1997 was \$18,146.85. (HP Ex. 168).
112. Judge Porteous’s balance due on his Travelers credit card account ending in 0642 for the period ending on December 30, 1997 was \$9,378.76. (HP Ex. 168).
113. Judge Porteous signed his Financial Disclosure Form for reporting period 1997 on May 13, 1998. Judge Porteous’s signature appeared below a Certification that stated, in part:

“I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 103(a)).

114. On his Financial Disclosure Form for reporting period 1998, in Section VI, “Liabilities,” Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code “J,” which indicated liabilities on each card of \$15,000 or less. (HP Ex. 104(a)).
115. Judge Porteous’s balance due on his MBNA MasterCard account ending in 0877 for the period ending December 19, 1998 was \$16,550.08. (HP Ex. 169).
116. Judge Porteous’s balance due on his MBNA MasterCard account ending in 1290 for the period ending December 4, 1998 was \$17,155.76. (HP Ex. 169).
117. Judge Porteous signed his Financial Disclosure Form for reporting period 1998 on May 13, 1999. Judge Porteous’s signature appeared below a Certification that stated, in part:

“I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 104(a)).

118. On his Financial Disclosure Form for reporting period 1999, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 105(a)).
119. Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 18, 1999 was \$24,953.65. (HP Ex. 170).
120. Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1999 was \$25,755.84. (HP Ex. 170).
121. Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 10, 1999 was \$22,412.15. (HP Ex. 170).
122. Judge Porteous's balance due on his Citibank credit card account ending in 9138 for the period ending on December 21, 1999 was \$20,051.95. (HP Ex. 170).
123. Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 1999 was \$15,467.29. (HP Ex. 170).
124. Judge Porteous signed his Financial Disclosure Form for reporting period 1999 on May 5, 2000. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 105(a)).
125. On his Financial Disclosure Form for reporting period 2000, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 106(a)).
126. Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 20, 2000 was \$28,347.44. (HP Ex. 171).
127. Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 5, 2000 was \$29,258.68. (HP Ex. 171).
128. Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 2000 was \$24,565.76. (HP Ex. 171).
129. Judge Porteous's balance due on his Citibank credit card account ending in 9138 for the period ending on December 21, 2000 was \$21,227.06. (HP Ex. 171).
130. Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 2000 was \$17,682.35. (HP Ex. 171).

131. Judge Porteous signed his Financial Disclosure Form for reporting period 2000 on May 10, 2001. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 106(a)).
132. Judge Porteous opened a \$2,000 line of credit at the Grand Casino Gulfport in Gulfport, Mississippi on July 22, 1994. (HP Ex. 326).
133. Judge Porteous opened a \$2,000 line of credit at the Grand Casino Biloxi in Biloxi, Mississippi on August 19, 1995. (HP Ex. 326).
134. Judge Porteous opened a \$2,500 line of credit at the Casino Magic Bay in St. Louis, Mississippi on October 26, 1995. (HP Ex. 326).
135. Judge Porteous opened a \$2,000 line of credit at the Treasure Chest Casino in Kenner, Louisiana on November 25, 1997. (HP Ex. 326).
136. Judge Porteous opened a \$2,000 line of credit at the Isle of Capri Casino in Biloxi, Mississippi on March 31, 1998. (HP Ex. 326).
137. Judge Porteous opened a \$2,500 line of credit at the Beau Rivage Casino in Biloxi, Mississippi on April 14, 1999. (HP Ex. 326).
138. Judge Porteous opened a \$5,000 line of credit at Caesars Palace Casino in Las Vegas, Nevada on May 12, 1999. (HP Ex. 326).
139. Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased to \$3,000 on August 17, 2000. (HP Ex. 326).
140. Judge Porteous opened a \$5,000 line of credit at Caesars Tahoe Casino in Lake Tahoe, Nevada on December 11, 2000. (HP Ex. 326).
141. Judge Porteous opened a \$4,000 line of credit at Harrah's Casino in New Orleans, Louisiana on April 30, 2001. (HP Ex. 326).
142. On March 2, 2001, Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased from \$3,000 to \$4,000. (HP Ex. 331).
143. On March 2, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 302).

144. On March 2, 2001, Judge Porteous took out seven \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019. On March 3, 2001, Judge Porteous repaid marker numbers 00058997, 00059000, 00059002, and 00059019 with chips. (HP Ex. 302).
145. Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on March 3, 2001 owing the casino \$1,500. (HP Ex. 302).
146. On March 27, 2001, Judge Porteous repaid marker numbers 00059011, 00059012, and 00059013 to the Treasure Chest Casino in Kenner, Louisiana with cash. (HP Ex. 302).
147. On February 27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 301(a)).
148. On February 27, 2001, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK131402 and MK131405. (HP Ex. 301(a)).
149. On March 27, 2001, Judge Porteous deposited \$2,000 into his Bank One checking account. This deposit consisted of \$1,960 in cash and a \$40 check drawn on Judge Porteous's Fidelity money market account. (Exs. 143, 144, 301(b)).
150. On or about April 5, 2001, the Grand Casino Gulfport collected \$1,000 from Judge Porteous after marker number MK131402 was deposited into and cleared Judge Porteous's Bank One checking account. (HP Ex. 301(b)).
151. On or about April 6, 2001, the Grand Casino Gulfport collected \$1,000 from Judge Porteous after marker number MK131405 was deposited into and cleared Judge Porteous's Bank One checking account. (HP Ex. 301(b)).
152. On March 20, 2001, Judge Porteous opened a Post Office Box at a Post Office in Harvey, Louisiana. (HP Ex. 145).
153. On March 23, 2001, Judge Porteous signed his tax return for calendar year 2000, which claimed a tax refund in the amount of \$4,143.72. (HP Ex. 141).
154. On April 13, 2001, Judge Porteous's \$4,143.72 tax refund was electronically deposited by the U.S. Treasury directly into Judge Porteous's Bank One checking account. (HP Ex. 144).
155. Judge Porteous signed his initial Voluntary Petition for Chapter 13 Bankruptcy on March 28, 2001. (HP Ex. 125).
156. Judge Porteous's signature on his initial Voluntary Petition for Chapter 13 Bankruptcy appears directly below the following declaration:

I declare under penalty of perjury that the information provided in this petition is true and correct. (HP Ex. 125).

157. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on March 28, 2001. (HP Ex. 125).
158. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Ortous, G.T." (HP Ex. 125).
159. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the name "Ortous" on his initial Voluntary Petition for Chapter 13 Bankruptcy:
- Q: Your name is not Ortous, is it?
- A: No, sir.
- Q: Your wife's name is not Ortous?
- A: No, sir.
- Q: So, those statements that were signed—so, this petition that was signed under penalty of perjury had false information, correct?
- A: Yes, sir, it appears to. (Porteous 5th Cir. Hrg. at 55 (HP Ex. 10)).
160. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of "P.O. Box 1723, Harvey, LA 70059-1723." (HP Ex. 125).
161. Judge Porteous's street address on March 28, 2001 was 4801 Neyrey Drive, Metairie, LA 70002.
162. Judge Porteous signed his amended Voluntary Petition for Chapter 13 Bankruptcy on April 9, 2001. (HP Ex. 126).
163. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 126).
164. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Porteous, Jr., Gabriel T." (HP Ex. 126).
165. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of 4801 Neyrey Drive, Metairie, LA 70002. (HP Ex. 126).
166. Judge Porteous signed his Bankruptcy Schedules on April 9, 2001. (HP Ex. 127 at SC00111).

167. Judge Porteous's signature on his Bankruptcy Schedules appears directly below the following declaration:

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 16 sheets, plus the summary page, and that they are true and correct to the best of my knowledge, information, and belief. (HP Ex. 127 at SC00111).

168. Judge Porteous's Bankruptcy Schedules were filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).
169. Category 17 on Judge Porteous's Bankruptcy Schedule B ("Personal Property") required Judge Porteous to disclose "other liquidated debts owing debtor including tax refunds," in response to which the box "none" was marked with an "X." (HP Ex. 127 at SC00096).
170. Category 2 on Judge Porteous's Bankruptcy Schedule B required Judge Porteous to disclose "Checking, savings or other financial accounts" and to state the current market value of interest in that property, in response to which the Schedule lists only Judge Porteous's Bank One checking account with a current market value of \$100." (HP Ex. 127 at SC00095).
171. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Category 2 on Schedule B:

Q: Okay. Let's go through this for a moment. Under Schedule B, "Personal Property."

A: All right.

Q: "Type of property, checking, savings, or other financial accounts, certificates of deposit, shares in banks, savings and loan, thrift, building and loan, homestead association, or credit unions, brokerage houses or cooperatives." Did I read that accurately?

A: Yes, sir.

Q: And you listed Bank One Checking Account [account number redacted]. Is that correct?

A: That's correct.

Q: And the current value of that interest is \$100, correct?

A: Yes, sir. (Porteous 5th Cir. Hrg. at 79-80 (HP Ex. 10)).

172. The opening balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$559.07. (HP Ex. 144).

173. The closing balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$5,493.91. (HP Ex. 144).
174. Judge Porteous deposited \$2,000 into his Bank One checking account on March 27, 2001. (HP Ex. 144).
175. At no time between March 23, 2001 to April 23, 2001 did the balance in Judge Porteous's Bank One checking account drop to \$100 or less. (HP Ex. 144).
176. On March 28, 2001, Judge Porteous had a Fidelity money market account. This account was held in both his and his wife Carmella's names. (HP Ex. 143).
177. Judge Porteous's Fidelity money market account was not disclosed in response to Category 2 on Judge Porteous's Bankruptcy Schedule B. (HP Ex. 127 at SC00095).
178. The opening balance on Judge Porteous's Fidelity money market account for the time period of March 31, 2001 to April 20, 2001 was \$623.94. (HP Ex. 143).
179. The balance on Judge Porteous's Fidelity money market account on March 28, 2001 was \$283.42. (HP Ex. 143).
180. On April 4, 2001, a \$200.00 deposit was made into Judge Porteous's Fidelity money market account. (HP Ex. 143).
181. Judge Porteous wrote four checks from his Fidelity money market account between March 22, 2001 to April 12, 2001. (HP Ex. 143).
182. On more than one occasion, Judge Porteous withdrew money from his Fidelity IRA account and deposited that money into his Fidelity money market account. The total dollar amount that Judge Porteous transferred from his Fidelity IRA to his Fidelity money market account between 1997 and 2000 was in excess of \$10,000. (HP Ex. 383).
183. On March 28, 2001, Judge Porteous owed \$2,000 in markers to the Grand Casino Gulfport in Gulfport, Mississippi arising from the two \$1,000 markers he took out on February 27, 2001. (HP Ex. 301(a)-(b)).
184. Judge Porteous's Bankruptcy Schedule F ("Creditors Holding Unsecured Nonpriority Claims") required Judge Porteous to "list creditors holding unsecured, nonpriority claims, as of the date of the filing of the petition," in response to which Judge Porteous's debt to the Grand Casino Gulfport was not listed. (HP Ex. 127 at SC00102-105; Ex. 345).
185. Judge Porteous's Bankruptcy Schedule I ("Current Income of Individual Debtor(s)") required Judge Porteous to disclose "Current monthly wages, salary, and commissions (pro rate if not paid monthly)," in response to which the Schedule listed Judge Porteous's current monthly gross income as \$7,531.52 (HP Ex. 127 at SC00108).
186. Judge Porteous's Bankruptcy Schedule I listed his "total net monthly take home pay" as \$7,531.52. (HP Ex. 127 at SC00108).

187. Attached to Judge Porteous's Bankruptcy Schedule I was Judge Porteous's Employee Earnings Statement issued by the Administrative Office of the United States Court, for the monthly pay period ending on May 31, 2000, which stated that Judge Porteous's gross earnings were \$11,775.00, and his net pay was \$7,531.52. (HP Ex. 127 at SC00109).
188. In the summer of 2000, Judge Porteous had provided his Employee Earnings Statement for the monthly pay period ending on May 31, 2000 to Claude Lightfoot.
189. Judge Porteous never provided Claude Lightfoot with an Employee Earnings Statement that was more recent than Judge Porteous's statement for the pay period ending on May 31, 2000.
190. In March and April 2001, Judge Porteous's monthly net pay was \$7,705.51. (HP Ex. 144).
191. Judge Porteous signed his Statement of Financial Affairs on April 9, 2001. (HP Ex. 127 at SC00112).
192. Judge Porteous's signature on his Statement of Financial Affairs appears directly below the following declaration:

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. (HP Ex. 127 at SC00116).

193. Judge Porteous's Statement of Financial Affairs was filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).
194. Question 3 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to 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," in response to which the answer given was "Normal Installments." (HP Ex. 127 at SC00112).
195. On March 27, 2001, Judge Porteous made a \$1,500 cash payment to the Treasure Chest Casino in Kenner, Louisiana to repay markers owed to the casino. (HP Ex. 302).
196. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his understanding of a marker:
- Q: Judge Porteous, you're familiar with the term "marker," aren't you?
- A: Yes, sir.

Q: Would it be fair to state that, "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 draw upon the customer's bank account any unpaid balance after a fixed period of time." Is that accurate?

A: I believe that's correct and probably was contained in the complaint or – or the second complaint. There's a definition contained.

Q: And you have no quarrel with the definition?

A: No, sir. (Porteous 5th Cir. Hrg. at 64–65 (HP Ex. 10)).

197. Judge Porteous's answer to Question 3 on his Statement of Financial Affairs did not list the \$1,500 cash payment that Judge Porteous made to the Treasure Chest Casino in Kenner, Louisiana on March 27, 2001. (HP Ex. 127 at SC00112; Ex. 302).
198. Question 8 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to 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," in response to which the box "None" was checked. (HP Ex. 127 at SC00113).
199. Between March 28, 2000 and March 28, 2001, Judge Porteous accrued gambling losses. (Porteous 5th Cir. Hrg. at 98–99 (HP Ex. 10)).
200. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Question 8 on his Statement of Financial Affairs:

Q: [Item 8] asks you to list all losses for fire, theft, other casualty, gambling within one year immediately preceding the commencement of this case – meaning your case – or since the commencement of this case. And I believe we read this before, about married debtors filing under Chapter 12 and Chapter 13. And you list "none," correct?

A: That's what's listed, correct.

Q: Judge Porteous, do you recall that in the – that your gambling losses exceeded \$12,700 during the preceding year?

A: I was not aware of it at the time, but now I see your documentation and that – and that's what it reflects.

Q: So, you – you don't dispute that?

A: I don't dispute that.

Q: Therefore, the answer "no" was incorrect, correct?

A: Apparently, yes.

Q: Even though this was signed under oath, under penalty of perjury, correct?

A: Right. (Porteous 5th Cir. Hrg. at 98–99 (HP Ex. 10)).

201. On April 6, 2001, Judge Porteous requested a one-time credit increase at the Beau Rivage Casino in Biloxi, Mississippi from \$2,500 to \$4,000. (HP Ex. 303).
202. On April 7–8, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi. (HP Ex. 304).
203. On April 7, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127556 and 127558. (HP Ex. 304).
204. On April 8, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127646 and 127658. Judge Porteous also made two \$500 payments to the casino on April 8, 2001, identified by transaction numbers 4069177 and 4069190. (HP Ex. 304).
205. When Judge Porteous left the Beau Rivage Casino in Biloxi, Mississippi on April 8, 2001, he owed \$1,000 to the casino. (HP Ex. 304).
206. On April 24, 2001, Judge Porteous withdrew \$1,000 from his Fidelity Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 382).
207. Judge Porteous endorsed the \$1,000 check from National Financial Services LLC and signed the check over to Rhonda Danos. (HP Ex. 382).
208. On April 30, 2001, Rhonda Danos wrote a \$1,000 check from her personal checking account, identified by check number 1699, to the Beau Rivage Casino. The check's memo line referenced "Gabriel Thomas Porteous Jr., Acct. # [redacted]." (HP Ex. 382).
209. On May 2, 2001, Rhonda Danos deposited into her personal checking account the \$1,000 check from National Financial Services LLC, which had been issued to Judge Porteous and signed over to her. (HP Ex. 382).
210. On May 4, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, written on Judge Porteous's behalf, was paid at the cage and was credited against Judge Porteous's

- Beau Rivage account, identified by transaction number 4071922. The Beau Rivage Casino deposited Ms. Danos's \$1,000 check on May 5, 2001. (HP Ex. 304).
211. On May 8, 2001, 19, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, identified by check number 1699, cleared Danos's bank account. (HP Ex. 382).
 212. On April 10, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 305).
 213. On April 10, 2001, Judge Porteous took out four \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00060317, 00060319, 00060320, and 00060321. Judge Porteous repaid all four markers the same day with chips. (HP Ex. 305).
 214. On May 7, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 307).
 215. On May 7, 2001, Judge Porteous took out four \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307.)
 216. When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on May 7, 2001, he owed \$4,000 to the casino. (HP Ex. 307).
 217. On May 9, 2001, Judge Porteous made a \$4,000 cash payment to the Treasure Chest Casino, repaying marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307).
 218. On April 30, 2001, Judge Porteous submitted a Casino Credit Application to Harrah's Casino in New Orleans, Louisiana, requesting a \$4,000 credit limit. (HP Ex. 149).
 219. On April 30, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 306).
 220. On April 30, 2001, Judge Porteous took out two \$500 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0084898 and 0084899. Judge Porteous wrote a \$1,000 check to Harrah's Casino the same day to repay both markers. Judge Porteous's check cleared Harrah's Casino on May 30, 2001. (HP Ex. 306).
 221. On May 9, 2001, a Section 341 Creditors Meeting was held in Judge Porteous's Chapter 13 Bankruptcy case. (HP Ex. 129).
 222. Judge Porteous attended the Section 341 Creditors Meeting held on May 9, 2001 with his bankruptcy counsel Claude Lightfoot. (HP Ex. 130).
 223. The Section 341 Creditors Meeting was recorded, and the transcription of that recording is true and accurate. (HP Ex. 130).

224. At the Section 341 Creditors Meeting on May 9, 2001, bankruptcy trustee S.J. Beaulieu, Jr. gave Judge Porteous a copy of a pamphlet entitled "Your Rights and Responsibilities in Chapter 13." (HP Ex. 130). Section 6 of the "Rights and Responsibilities" pamphlet, which Judge Porteous received from Bankruptcy Trustee Beaulieu, stated as follows:

You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy Court. This includes the use of credit cards or charge accounts of any kind. If you or a family member you support buys something on credit without Court approval, the Court could order the goods returned. (HP Ex. 148 at SC00402).

225. At the Section 341 Creditors Meeting on May 9, 2001, Judge Porteous was placed under oath and stated "yes" when asked if everything in his bankruptcy petition was true and correct. (HP Ex. 130).
226. At the Section 341 Creditors Meeting on May 9, 2001, while under oath, Judge Porteous stated "yes" when asked if he had listed all of his assets in his bankruptcy petition. (HP Ex. 130 at SC00596).
227. At the Section 341 Creditors Meeting on May 9, 2001, while under oath, Judge Porteous answered in the affirmative when asked if his take home pay was about \$7,500 a month. (HP Ex. 130 at SC00596).
228. At the Section 341 Creditors Meeting on May 9, 2001, Bankruptcy Trustee S.J. Beaulieu, Jr. told Judge Porteous that "Any charge cards that you may have you have [sic] you cannot use any longer. So basically you on a cash basis now." (HP Ex. 130 at SC00598).
229. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the Section 341 Creditors Meeting:

Q: Now, after bankruptcy, you had a meeting with the trustee, SJ Beaulieu, correct?

A: After what?

Q: After bankruptcy was filed.

A: After it was filed, that's correct.

Q: And you recall that Mr. Beaulieu handed you a pamphlet called "Your Rights and Responsibilities in Chapter 13," which we have marked as the Committee's Exhibit 11?

A: I believe that's -- yeah, right.

Q: And it bears the name of Mr. Beaulieu and has his local New Orleans phone number?

A: Yes, sir.

* * *

Q: Calling your attention to this exhibit, there are enumerated paragraphs. Paragraph 6, follow me while I read. "Credit While in Chapter 13. You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy court. This includes the use of credit cards or charge accounts of any kind."

Did I read that accurately, sir?

A: You did.

Q: And do you recall reading that and discussing that with Mr. Beaulieu?

A: I don't specifically recall it, but I'm not saying it didn't happen.

Q: All right. Do you recall, on or about May 9th, 2001, having a – what's called a 341 bankruptcy hearing, where Mr. Beaulieu as trustee was present; your attorney, Mr. Lightfoot, was present; and you were present?

A: Yes, sir, I remember meeting with Mr. Beaulieu.

Q: And that meeting was recorded, if you – do you recall that?

A: I believe that's correct, yeah, tape recorded.

Q: Right.

Do you recall Mr. Beaulieu stating the following? "Any charge cards that you may – you have you cannot use any longer. So, basically, you're on a cash basis now. I have no further questions except have you made your first payments."

Did I read that accurately?

A: Yes, sir.

Q: So, you were told by Mr. Beaulieu that you couldn't incur any more credit there, on credit cards, correct?

A: I'm not sure it was there, but I'm sure it was part of the explanation at some point.

Q: Well, going back to –

A: When you ask – I only meant in reference to the statement. Yes, it's –

Q: Right.

A: – contained in there, and I knew that.

Q: And it was your understanding – and that's what I'm trying to find out, sir – that you couldn't incur more credit while in bankruptcy, correct?

A: That's correct. (Porteous 5th Cir. Hrg. at 61–62 (HP Ex. 10)).

230. On May 16, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 308).
231. On May 16, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00061520. Judge Porteous repaid that marker the same day with chips. (HP Ex. 308).
232. On June 20, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 310).
233. On June 20, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00062678. Judge Porteous repaid that marker the same day with chips. (HP Ex. 310).
234. On May 26–27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 309).
235. On May 26, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141028. (HP Ex. 309).
236. On May 27, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141325. Judge Porteous repaid \$900 to the casino that same day. (HP Ex. 309).
237. On May 28, 2001, Judge Porteous wrote a \$100 check to the Grand Casino Gulfport, which cleared his Bank One checking account on May 30, 2001. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 309).
238. On June 28, 2001, U.S. Bankruptcy Judge William Greendyke signed an "Order Confirming the Debtor's Plan and Related Orders" in Judge Porteous's bankruptcy case. Judge Porteous received a copy of this order. (HP Ex. 133).

239. Paragraph 4 of the June 28, 2001 Order signed by Judge Greendyke stated as follows:

The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee. Failure to obtain such approval may cause the claim for such debt to be unallowable and non-dischargeable. (HP Ex. 133).

240. At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the June 28, 2001 Order signed by Judge Greendyke:

Q: Okay. Now, on June 2nd [sic], are you familiar with the order signed by Bankruptcy Judge Greendyke?

And this is from Exhibit 1, Bates Number SC50, Exhibit 1 being the certified copy of the bankruptcy file.

"It is ordered that," going down to Number 4, "the debtors shall not incur additional debt during the term of this plan except upon written approval of the trustee."

Did I read that correctly?

A: You did.

Q: Was that your understanding at the time?

A: In the order, it was.

Judge Lake: What's the date of that document?

Mr. Finder: July 2nd, 2001, was the docket date. It was signed by Judge Greendyke on June 28th, 2001. (Porteous 5th Cir. Hrg. at 62 (HP Ex. 10)).

241. Judge Porteous was subject to the terms of the June 28, 2001 Order until his Chapter 13 bankruptcy was discharged on July 22, 2004. (HP Ex. 137).
242. In December 2002, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous to refinance his home.
243. On December 20, 2002, Judge Porteous was granted permission to refinance his home by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 339).
244. In December 2002 or January 2003, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous and his wife Carmella to enter into new car lease agreements.
245. On January 3, 2003, Judge Porteous was granted permission to enter into two new car lease agreements by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 340).

246. On July 19, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 311).
247. On July 19, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063615. Judge Porteous repaid that marker the same day in chips. (HP Ex. 311).
248. On July 23, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 312).
249. On July 23, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063744. Judge Porteous repaid that marker the same day in chips. (HP Ex. 312).
250. On August 20–21, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 313(a)).
251. On August 20, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064677, 00064680, and 00064685. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 313(a)).
252. On August 21, 2001, Judge Porteous took out five \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746. Judge Porteous repaid marker numbers 00064729 and 00064744 the same day with chips. (HP Ex. 313(a)).
253. When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on August 21, 2001, he owed \$3,000 to the casino. (HP Ex. 309).
254. On September 9, 2001, Judge Porteous repaid marker number 00064739, in the amount of \$1,000, to the Treasure Chest Casino in Kenner, Louisiana with cash, leaving a balance of \$2,000 owed to the casino. (HP Ex. 313(a)).
255. On September 15, 2001, Judge Porteous paid \$2,000 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00064730 and 00064746. (HP Ex. 313(a)).
256. On October 13, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 315).
257. On October 13, 2001, Judge Porteous took out two \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066463 and 00066465. Judge Porteous repaid both markers the same day with chips. (HP Ex. 315).
258. On October 17–18, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 316).

259. On October 17, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066625, 00066627, and 00066644, and he also took out five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous repaid marker numbers 00066630, 00066632, and 00066633 the same day with chips. (HP Ex. 316).
260. On October 18, 2001, Judge Porteous took out a \$400 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number M2B459. (HP Ex. 316).
261. When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on October 18, 2001, he owed \$4,400 to the casino. (HP Ex. 309)
262. On October 25, 2001, Judge Porteous withdrew \$1,760 from his Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 381).
263. On October 30, 2001, Judge Porteous deposited the \$1,760 check from his Individual Retirement Account, issued by National Financial Services LLC, into his Fidelity money market account. (HP Ex. 381).
264. On November 9, 2001, Judge Porteous wrote a check for \$1,800 from his Fidelity money market account, identified by check number 589, to the Treasure Chest Casino, repaying marker number 00066625 in its entirety and repaying \$800 of marker number 00066627. Judge Porteous repaid the remaining \$200 of marker number 00066627 with cash that same day. (Exs. 316, 381).
265. On November 9, 2001, Judge Porteous paid \$2,400 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00066640, 00066644, 00066645, and M2B459. (HP Ex. 316).
266. On November 27, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 318).
267. On November 27, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00067888 and 00067893. Judge Porteous repaid both markers the same day with chips. (HP Ex. 318).
268. On December 11, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 319).
269. On December 11, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00068410 and 00068415. Judge Porteous repaid both markers the same day with chips. (HP Ex. 319).
270. On April 1, 2002, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 322).

271. On April 1, 2002, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00072228 and 00072229, and he also took out one \$500 marker identified by marker number 00072234. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 322).
272. On September 28, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 314).
273. On September 28, 2001, Judge Porteous took out two \$1,000 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0099123 and 0099130. (HP Ex. 314).
274. On September 28, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker numbers 0099123 and 0099130. Judge Porteous's check cleared Harrah's Casino on October 28, 2001. (HP Ex. 314).
275. On December 20, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 320).
276. On December 20, 2001, Judge Porteous took out a \$1,000 marker at Harrah's Casino in New Orleans, Louisiana, identified by marker number 0106851. (HP Ex. 320).
277. On December 20, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker number 0106851. Judge Porteous's check cleared Harrah's Casino on November 9, 2002. (HP Ex. 320).
278. On October 31–November 1, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi.
279. On October 31, 2001, Judge Porteous took out five \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 164622, 164628, 164637, 164649, and 164652. (HP Ex. 317).
280. On November 1, 2001, Judge Porteous took out a \$500 marker at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker number 164659. Judge Porteous repaid \$2,500 with chips at the cage that day and repaid another \$500 with chips at the pit. (HP Ex. 317).
281. On February 12, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 321).
282. On February 12, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK169742. Judge Porteous repaid that marker the same day. (HP Ex. 321).
283. On May 26, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 323).

284. On May 26, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK179892. Judge Porteous repaid that marker the same day. (HP Ex. 323).
285. On July 4–5, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 325).
286. On July 4, 2002, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK183825 and MK183833. (HP Ex. 325).
287. On July 5, 2002, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK183917. Judge Porteous repaid \$1,200 to the casino that day. (HP Ex. 325).
288. When Judge Porteous left the Grand Casino Gulfport in Gulfport, Mississippi on July 5, 2002, he owed \$1,300 to the casino. (HP Ex. 325).
289. On August 2, 2002, Judge Porteous wrote a \$1,300 check to the Grand Casino Gulfport in Gulfport, Mississippi, which cleared his Fidelity money market account on August 6, 2002. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 325).
290. On August 13, 2001, Judge Porteous applied for a Capital One credit card. (HP Ex. 341(a)).
291. Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to obtain or use a new Capital One credit card.
292. Judge Porteous was approved for a Capital One credit card with a \$200 limit in August 2001. (HP Ex. 341(b)).
293. Judge Porteous started using his Capital One credit card on September 17, 2001, when he charged \$39.03 at Lucys Restaurant in New Orleans, Louisiana. (HP Ex. 341(b)).
294. Judge Porteous exceeded his \$200 credit limit on his Capital One credit card for the statement period of September 14, 2001 to October 13, 2001, and, as a result, he was charged a \$29 "overlimit fee" on October 16, 2001. (HP Ex. 341(b)).
295. Judge Porteous Capital One credit card statements for the periods ending on December 13, 2001, January 13, 2002, September 13, 2002, December 13, 2002, January 13, 2003, February 13, 2003, and March 13, 2003 all showed that Judge Porteous had not paid his credit card balance in full. (HP Ex. 341(b)).
296. Judge Porteous's Capital One credit card statement for the time period of May 14, 2002 to June 13, 2002 showed that Judge Porteous's credit limit was increased to \$400. (HP Ex. 341(b)).

297. Judge Porteous's Capital One credit card statement for the time period of November 14, 2002 to December 13, 2002 showed that Judge Porteous's credit limit was increased to \$600. (HP Ex. 341(b)).
298. On July 4, 2002, Judge Porteous requested and was granted a credit limit increase from \$2,000 to \$2,500 at the Grand Casino Gulfport in Gulfport, Mississippi by filling out a "Credit Line Change Request" form. (HP Ex. 324).
299. Judge Porteous took out \$2,500 in markers at the Grand Casino Gulfport in Gulfport, Mississippi on July 4-5, 2002. (HP Ex. 325).
300. Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to apply for an increased credit limit at the Grand Casino Gulfport in Gulfport, Mississippi.

JUDGE PORTEOUS'S BACKGROUND CHECK AND CONFIRMATION

301. In 1994, Judge Porteous, in connection with his nomination to be a Federal judge, was subject to an FBI background investigation, was required to fill out various forms and questionnaires, and was interviewed by the FBI.
302. In connection with his nomination to be a Federal judge, Judge Porteous filled out and signed a document entitled "Supplement to Standard Form 86." (HP Ex. 69 (b) at PORT00298).
303. The Supplement to Standard Form 86 filled out by Judge Porteous contains the following question and answer:
- Question 10S: 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?
- Answer: "No."
304. The Supplement to Standard Form 86 was signed by Judge Porteous under the following statement:
- I understand that the information being provided on this supplement to the SF- 86 is to be considered part of the original SF- 86 dated April 27, 1994 and a false statement on this form is punishable by law.
305. On or about July 6, 1994 in connection with his FBI background investigation, Judge Porteous was interviewed by the FBI and, according to their interview memorandum, he stated in substance that "he was not concealing any activity or conduct that could be used to influence, pressure, coerce, or compromise him in any way or that would impact

negatively on the candidate's character, reputation, judgment or discretion." (HP Ex. 69 (b) at PORT 000000294).

306. On August 18, 1994, in connection with his FBI background investigation, Judge Porteous was interviewed a second time by the FBI and, according to their interview memorandum, he stated in substance that "he was unaware of anything in his background that might be the basis of attempted influence, pressure, coercion or compromise and/or would impact negatively on his character, reputation, judgment or discretion." (HP Ex. 69 (b) at PORT 000000493-94).
307. During the Senate confirmation process, Judge Porteous was required to complete a United States Senate Committee on the Judiciary Questionnaire for Judicial Nominees. As part of the Questionnaire, Judge Porteous was asked the following question and provided the following answer:

Question 11: Please advise the Committee of any unfavorable information that may affect your nomination.

Answer: To the best of my knowledge, I do not know of any unfavorable information that may affect my nomination. (HP Ex. 69 (a) at PORT000049).

308. The United States Senate Committee on the Judiciary required that an affidavit be submitted by Judge Porteous along with the completed Questionnaire for Judicial Nominees. The affidavit signed by Judge Porteous and a notary reads as follows:

Affidavit

I, Gabriel Thomas Porteous, Jr., do swear that the information provided in this statement is, to the best of my knowledge, true and accurate.

Gretna, Louisiana, this 6 day of September, 1994. (HP Ex. 69 (a) at PORT 000050).

AUTHENTICITY OF EXHIBITS

309. The exhibits listed on the House's August 5, 2010 Exhibit list are authentic.²

² A copy of the House's August 5, 2010 Exhibit List is attached to these Stipulations as Attachment 1. In stipulating to authenticity, either party continues to preserve its right to object to the admissibility of any exhibit on the basis of relevancy, hearsay or any other grounds other than authenticity.

Respectfully submitted,

THE UNITED STATES HOUSE OF REPRESENTATIVES



Adam Schiff, Manager

By



Bob Goodlatte, Manager



Alan I. Baron
Special Impeachment Counsel

Managers of the House of Representatives: Adam B. Schiff, Bob Goodlatte, Zoe Lofgren, Henry C. "Hank" Johnson, F. James Sensenbrenner, Jr.

August 5, 2010

ATTACHMENT 1

August 5, 2010

Porteous Impeachment – House Exhibit List

HP Exhibit Number	Description	Bates Number / Previous Identifying Information
1	House Resolution 15: Authorizing Committee on the Judiciary to Inquire whether the House Should Impeach Judge Porteous January 13, 2009	pp. 1-2
2	Committee on the Judiciary Resolution Establishing Task Force January 22, 2009	pp. 1-7
3	Committee on the Judiciary Resolution Amending the January 22, 2009 Resolution May 12, 2009	pp. 1-2
4	Letter from John C. Keeney, Deputy Assistant Attorney General, to Chief Judge Edith H. Jones <u>Re: Complaint of Judicial Misconduct Concerning The Honorable G. Thomas Porteous, Jr.</u> May 18, 2007	SC00767-SC00788 (SC Exhibit 34)
5	Report by the Special Investigatory Committee to the Judicial Council of the United States Court of Appeals for the Fifth Circuit <u>In The Matter of Judge G. Thomas Porteous, Jr.</u> Docket No. 07-05-351-0085 November 20, 2007	pp. 1-66
6 (a)	<u>Memorandum Order and Certification</u> Judicial Council of the Fifth Circuit Docket No. 07-05-351-0085 December 20, 2007	pp. 1-6
6 (b)	Dissenting Opinion by Judge James Dennis <u>In The Matter of Judge G. Thomas Porteous, Jr.</u> Docket No. 07-05-351-0085 [Undated]	pp. 1-49
6(c)	Judge G. Thomas Porteous, Jr.'s Reply Memorandum to the Special Investigatory Committee Report <u>In The Matter of G. Thomas Porteous, Jr.</u> December 5, 2007	pp. 1-4
7 (a)	Letter from James C. Duff, Secretary to the Judicial Conference of the United States to the Speaker of the House of Representatives June 18, 2008	n/a
7 (b)	Certificate to the Speaker of the United States House of Representatives June 17, 2009	n/a
7 (c)	Report and Recommendations of the Judicial Conference Committee on Judicial Conduct and Disability June 2008	pp. 1-56
8	<u>Order and Public Reprimand</u> by the Judicial Counsel of the Fifth Circuit (suspending Judge G. Thomas Porteous from the bench for two years) September 10, 2008	pp. 1-8

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9 (a)	President Clinton's Nomination of Judge Porteous August 25, 1994	pp. 1715-1717
9 (b)	Excerpts from Senate Confirmation Hearings for Judge Porteous October 6, 1994	pp. I-VII, 659-661, 756-794
9 (c)	Congressional Record Reflecting Senate Confirmation of Judge Porteous October 7, 1994	29126-29127
9 (d)	Judge Porteous Appointment Affidavit October 28, 1994	n/a
9 (e)	Judge Porteous Resignation Letter to the 24 th Judicial District Court October 25, 1994	n/a
9 (f)	Certified Copy of Judge Porteous's Questionnaire for Judicial Nominees (received from the United States Senate Committee on the Judiciary)	Certification page & pp. 1-35
10	Judge Porteous Fifth Circuit Testimony October 29, 2007	pp. 34-163, 341, 427
11	Robert Creely Grand Jury Testimony March 17, 2006	pp. 1-106
12	Robert Creely Fifth Circuit Testimony October 29, 2007	pp. 196-234
13	<u>Application for Compulsion Order</u> (for Robert Creely) and <u>Immunity Order</u> signed by Chief Judge Edith H. Jones August 3, 2007	SC00809-SC00813 (SC Exhibit 39)
14 (a)	PACER Docket Report: <i>USA v. Ratcliff, et al.</i> Case No.: 2:95-cv-00224-GTP (Robert Creely as Counsel)	n/a
14 (b)	PACER Docket Report: <i>Union Planters Bank v. Gavel</i> Case No.: 2:02-cv-01224-GTP (Robert Creely as Counsel)	n/a
15	Robert Creely Task Force Immunity Order August 12, 2009	n/a
16	Robert Creely Task Force Deposition August 28, 2009	pp. 1-17
17	Judge Porteous Fifth Circuit Immunity Order October 5, 2007	SC00847-SC00848
18	Jacob Amato, Jr. Grand Jury Testimony May 5, 2006	pp. 1-69
19	FBI Interview of Robert Creely December 8, 2003	JC200638-JC200642
20	Jacob Amato, Jr. Fifth Circuit Testimony October 29, 2007	pp. 234-268

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21(a)	<u>Application for Compulsion Order</u> (for Jacob Amato, Jr.) and <u>Immunity Order</u> signed by Chief Judge Edith H. Jones August 3, 2007	SC00804-00808 (SC Exhibit 38)
21 (b)	Jacob Amato, Jr. Calendars 1999- 2001	SC00485-SC00535 (SC Exhibit 17)
21 (c)	Jacob Amato, Jr. Credit Card Records	SC00428-SC00484 (SC Exhibits 13-16)
22	<i>Buck v. Candy Fleet Corp, et al.</i> Case No.: 2:97-cv-01593-GTP (Jacob Amato, Jr. as Counsel)	n/a
23	Jacob Amato, Jr. Task Force Immunity Order August 12, 2009	p. 1
24	Jacob Amato, Jr. Task Force Deposition October 14, 2009	pp. 1-24
25	Leonard Levenson Grand Jury Testimony April 7, 2006	pp. 1-69
26	Leonard Levenson Grand Jury Exhibits	LEV001-LEV062
27	<u>Application for Compulsion Order</u> (for Leonard Levenson) and <u>Immunity Order</u> signed by Chief Judge Edith H. Jones August 3, 2007	SC00829-SC00833 (SC Exhibit 43)
28 (a)	<u>Judgment</u> <i>Egudin v. Carriage Court Condominiums, et al.</i> Case No. 286-153 (24th Judicial District Court, Jefferson Parish, LA) (Leonard Levenson as Counsel while Porteous was a State Court Judge) June 18, 1987	PORT0000126- PORT0000131
28 (b)	PACER Docket Report: <i>In Re: McManus</i> Case No.: 2:95-cv-01615-GTP Date Filed: 05/23/1995 (Leonard Levenson as Counsel)	n/a
28 (c)	PACER Docket Report: <i>First Nat'l Bank, et al. v. Evans, et al.</i> Case No.: 2:96-cv-01006-GTP Date Filed: 03/20/1996 (Leonard Levenson as Counsel)	n/a
28 (d)	PACER Docket Report: <i>Joseph v. Sears Roebuck & Co., et al.</i> Case No.: 2:97-cv- 00192-GTP Date Filed: 01/21/1997 (Leonard Levenson as Counsel)	n/a
28 (e)	PACER Docket Report: <i>Liberty Mutual Fire Ins. v. Ravannack, et al.</i> Case No.: 2:00- cv-01209- CJB-DEK Date Filed: 04/19/2000 (Leonard Levenson as Counsel)	n/a

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28 (f)	PACER Docket Report: <i>Holmes v. Consol. Compantes Inc.</i> Case No.: 2:00-cv-01447-GTP Date Filed: 05/17/2000 (Leonard Levenson as Counsel)	n/a
28 (g)	PACER Docket Report: <i>Morales v. Trippe, et al.</i> Case No.: 2:04-cv-02483-GTP- DEK Date Filed: 08/31/2004 (Leonard Levenson as Counsel)	n/a
28 (h)	PACER Docket Report: <i>Alliance Gen Ins. Co. v. LA Sheriff's Auto., et al.</i> Case No.: 2:96-cv-00961-GTP Date Filed: 03/15/1996 (Leonard Levenson as Counsel)	n/a
29	Leonard Levenson Judiciary Committee Immunity Order August 12, 2009	p. 1
30	Leonard Levenson Task Force Deposition August 24, 2009	pp. 1-44
31	Leonard Levenson Task Force Deposition January 6, 2010	pp. 1-20
32	Don Gardner Fifth Circuit Testimony October 29, 2007	pp. 460-485
33	Don Gardner Grand Jury Testimony March 31, 2006	pp. 1-83
34	<u>Application for Compulsion Order</u> (for Don Gardner) and <u>Immunity Order</u> signed by Chief Judge Edith H. Jones August 3, 2007	SC00824-SC00828 (SC Exhibit 42)
35 (a)	Don Gardner Records re: Trips to Washington May-June 1994	SC00388-SC00396 (part of SC Exhibit 10)
35 (b)	Don Gardner Retainer Agreement (<i>In Re: Liljberg</i>) February 18, 1997	SC00397-SC00398 (part of SC Exhibit 10)
36	Don Gardner Task Force Deposition September 22, 2009	pp. 1-67
37 (a)	<i>Chabert v. Laborde</i> 507 So.2d 848 (La. Ct. App. 1987) (Don Gardner as Counsel)	pp. 1-3
37 (b)	<i>Jefferson Oncology v. LA. Health Svcs. & Indemnity Co.</i> 545 So.2d 1125 (La. Ct. App. 1989) (Don Gardner as Counsel)	pp. 1-5
37 (c)	<i>Joseph R. Keenan Co. v. White House Apartments</i> 517 So.2d 1141 (La. Ct. App. 1988) (Don Gardner as Counsel)	pp. 1-7

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
37 (d)	PACER Docket Report: <i>P&L Electronics v. Rosenthal Trust</i> Case No.: 2:93-cv-03865-GTP Nov. 23, 1993 (Don Gardner as Counsel)	pp. 1-5
38	Warren Forstall, Jr. Grand Jury Testimony March 17, 2006	pp. 1-69
39	NOT MARKED FOR TRIAL	n/a
40	Rhonda Danos Grand Jury Testimony March 31, 2006	pp. 1-162
41	Rhonda Danos Grand Jury Testimony August 18, 2006	pp. 1-317
42	FBI Interview of Rhonda Danos December 8, 2003	JC201230-JC201231
43	Rhonda Danos Fifth Circuit Testimony October 29, 2007	pp. 400-427
44	<u>Application for Compulsion Order</u> (for Rhonda Danos) September 26, 2007	SC0000814-SC000818 (SC Exhibit 40)
45	Rhonda Danos Judiciary Committee Immunity Order August 12, 2009	p. 1
46	Rhonda Danos Task Force Deposition August 25, 2009	pp. 1-72
47	Rhonda Danos Task Force Deposition December 3, 2009	pp. 1-16
48	FBI Surveillance Video March 11, 2002	n/a
49	FBI Wiretap Recordings March 11, 2002	n/a
50	PACER Docket Report: <i>In Re: Liljeberg Ent's. Inc., et al</i> Case No.: 2:93-cv-01794-GTP	pp. 1-52 (SC Exhibit 82)
51 (a)	<u>Ex Parte Motion of Liljeberg Enterprises, Inc. to Substitute Counsel</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP September 19, 1996	006356-006357
51 (b)	<u>Order (Granting Motion to Substitute Counsel)</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP September 23, 1996	006358-006359
52	<u>Motion to Recuse</u> (by Lifemark) <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP October 1, 1996	SC00553-SC00584 (SC Exhibit 19)

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53	<u>Memorandum in Opposition to Lifemark's Motion to Recuse</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP October 9, 1996	007048-007056
54	<u>Motion for Leave to File Lifemark's Reply Memorandum to Liljeberg Enterprises Inc.'s Opposition to Motion to Recuse and Lifemark's Reply Memorandum to Liljeberg Enterprises, Inc.'s Opposition to Motion to Recuse</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP October 11, 1996	007004-007007 006998-007003
55	<u>Motion for Leave of Court to File Response to Lifemark's Reply Memorandum on Motion to Recuse and Memorandum in Support of Motion for Leave, Order, and Memorandum of Liljeberg Enterprises, Inc. and St. Jude Hospital of Kenner La., Inc. in Opposition to Reply Memorandum of Lifemark on Motion to Recuse</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP October 15, 1996	006982-6987 007496-007499
56	<u>Transcript</u> Re: Plaintiff's Motion to Recuse Before the Honorable G. Thomas Porteous, Jr., United States District Judge <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP October 16, 1996	pp. 1-25
57	<u>Judgment (Denying Lifemark's Motion to Recuse)</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP October 17, 1996	007500-007501
58	<u>Lifemark's Petition for Writ of Mandamus to Fifth Circuit Court of Appeals</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> October 24, 1996	pp. 1-21, Exhibits A-J
59	<u>Order (Denying Petition for Writ of Mandamus)</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.96-31098 (Fifth Circuit Court of Appeals) October 28, 1996	n/a
60 (a)	<u>Ex Parte Motion of Lifemark to Enroll Additional Counsel of Record</u> (Don Gardner) <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP March 11, 1997	008585-008586
60 (b)	<u>Order (Granting Lifemark's Motion to Enroll Don Gardner as Counsel)</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ent's. Inc.</i> Case No.: 2:93-cv-01794-GTP March 12, 1997	008587-008588

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61	<u>Trial Transcript Excerpts</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ents. Inc.</i> Case No.: 2:93-cv-01794-GTP July 17, 1997 and July 21, 1997	Volume 13: pp. 1545-1547, 1636-1637 Volume 14: pp. 1639-1645
62	<u>Opinion</u> <i>Lifemark Hospitals Inc. v. Liljeberg Ents. Inc.</i> Case No.: 2:93-cv-01794-GTP April 25, 2000	pp. 1-105
63	<u>Opinion</u> <i>In the Matter of Liljeberg Enterprises Inc.</i> 304 F.3d 410 (5th Cir. 2002) April 28, 2002	pp. 410-469
64	Joseph Mole Grand Jury Testimony May 5, 2006	pp. 1-47
65	Joseph Mole Fifth Circuit Testimony October 29, 2007	pp. 164-195
66	NOT MARKED FOR TRIAL	n/a
67	Cover Emails and Clinton Presidential Records re: Judge Porteous	n/a
68	Louis Marcotte Task Force Deposition October 13, 2009	pp. 1-27
69 (a)	Department of Justice Document Production One (excerpts) June 18, 2009	PORT000000001- PORT0000000223
69 (b)	Department of Justice Document Production Two (excerpts) June 25, 2009	PORT0000000224- PORT0000000532
69 (c)	Department of Justice Document Production Three (excerpts) July 9, 2009	PORT0000000533- PORT0000000584
69 (d)	Department of Justice Document Production Four (excerpts) July 20, 2009	PORT0000000585- PORT0000000750
69 (e)	Department of Justice Document Production Five (excerpts) October 23, 2009	PORT0000000751- PORT0000000772
69 (f)	Department of Justice Document Production Six (excerpts) November 13, 2009	PORT0000000773- PORT0000000804
69 (g)	Excerpts from Norman Stotts FBI Interview Transcription Date: December 18, 2002	n/a
69 (h)	Kevin Centanni FBI Interview Transcription Date: July 7, 2004	pp. 1-3
69 (i)	Judge Porteous FBI Interview Transcription Date: July 8, 1994	pp. 1-5
69 (j)	Judge Porteous FBI Interview Transcription Date: August 18, 1994	p. 1

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69 (k)	Judge Porteous FBI Interview Transcription Date: August 18, 1994	pp. 1-3
69 (l)	Mike Reynolds FBI Interview Transcription Date: November 3, 1994	PORT000000805- PORT000000806
70	PACER Docket Report: <i>United States v. Louis Marcotte and Lori Marcotte</i> Criminal No. 04:CR-00061-GPK	n/a
71 (a)	<u>Bill of Information</u> <i>United States v. Louis Marcotte III and Lori Marcotte</i> Criminal Docket No. 4-061 March 3, 2004	pp. 1-19
71 (b)	<u>Plea Agreement</u> <i>United States v. Louis Marcotte III</i> Criminal Docket No. 4-061 February 20, 2004	pp. 1-7
71 (c)	<u>Plea Agreement Addendum</u> <i>United States v. Louis Marcotte III</i> Criminal Docket No. 4-061 March 18, 2004	pp. 1-4
71 (d)	<u>Factual Basis</u> <i>United States v. Louis Marcotte III</i> Criminal Docket No. 4-061 March 18, 2004	pp. 1-13
71 (e)	<u>Judgment</u> <i>United States v. Louis Marcotte III</i> Criminal Docket No. 4-061 September 8, 2006	pp. 1-6
72 (a)	Excerpts from Louis Marcotte FBI Interview March 2, 23, 24, 25, and 29, 2004	pp. 1, 5-6 JC202737, JC202741-JC202742
72 (b)	Louis Marcotte FBI Interview April 21, 2004	pp. 1-6 JC202818-JC202823
72 (c)	Louis Marcotte FBI Interview April 23, 2004	p. 1 JC202695
72 (d)	Louis Marcotte FBI Interview April 1, 2004	pp. 1-10 JC202684-JC202693
72 (e)	Louis Marcotte FBI Interview April 6, 2004	pp. 1-3 JC202769-JC202771
72 (f)	Louis Marcotte FBI Interview July 20, 2004	pp. 1-2 JC202783-JC202784
72 (g)	Louis Marcotte FBI Interview October 14, 2004	pp. 1-2 JC202703-JC202704

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73 (a)	<u>Plea Agreement</u> <i>United States v. Lori Marcotte</i> Criminal Docket No.: 4-061 February 20, 2004	pp. 1-6
73 (b)	<u>Addendum to Plea Agreement</u> <i>United States v. Lori Marcotte</i> Criminal Docket No. 4-061 March 18, 2004	pp. 1-4
73 (c)	<u>Factual Basis</u> <i>United States v. Lori Marcotte</i> Criminal Docket No. 4-061 March 18, 2004	pp. 1-5
73 (d)	<u>Judgment</u> <i>United States v. Lori Marcotte</i> Criminal Docket No. 4-061 August 28, 2006	pp. 1-5
74 (a)	Lori Marcotte FBI Interview March 3, 2004	p. 1 JC202694
74 (b)	Lori Marcotte FBI Interview March 25, 2004	pp. 1-3 JC202676-JC202678
74 (c)	Lori Marcotte FBI Interview March 30, 2004	pp. 1-9 JC202785-JC202793
74 (d)	Lori Marcotte FBI Interview April 20, 2004	pp. 1-5 JC202679-JC202683
74 (e)	Lori Marcotte FBI Interview November 3, 2004	pp. 1-2 JC202701-JC202702
74 (f)	Lori Marcotte FBI Interview April 5, 2004	p. 1 JC202667
75	Testimony of Lori Marcotte: <i>United States v. Alan Green</i> Criminal Action No. 04-295 June 22, 2005 and June 25, 2005	pp. 1-321
76	Lori Marcotte Task Force Deposition August 26, 2009	pp. 1-71
77 (a)	<u>Motion for Expungement</u> <i>State of Louisiana v. Jeffery J. Duhon</i> Case No. 76-770 (24th Judicial District Court, Jefferson Parish, LA) (Undated, hearing set for July 15, 1993)	n/a
77 (b)	<u>Judgment of Expungement</u> <i>State of Louisiana v. Jeffery J. Duhon</i> Case No. 76-770 (24th Judicial District Court, Jefferson Parish, LA) July 29, 1993	n/a

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77 (c)	<u>Motion to Set Aside Conviction and Dismiss Prosecution and Order</u> <i>State of Louisiana v. Jeffery J. Duhon</i> Case No. 76-770 (24th Judicial District Court, Jefferson Parish, LA) June 17, 1993	n/a
78	Jeffery Duhon Task Force Deposition July 23, 2009	pp. 1-19
79	Charles Kerner Task Force Deposition December 3, 2009	pp. 1-19
80 (a)	Jeffery Duhon FBI Interview July 22, 2002	pp. 1-2
80 (b)	Jeffery Duhon FBI Interview July 24, 2002	p. 1
80 (c)	Jeffery Duhon FBI Interview November 13, 2002	p. 1
80 (d)	Jeffery Duhon FBI Interview December 16, 2002	p. 1
80 (e)	Jeffery Duhon FBI Interview August 5, 2003	p. 1
80 (f)	Jeffery Duhon FBI Interview December 12, 2003	pp. 1-5
80 (g)	Jeffery Duhon FBI Interview January 29, 2004	pp. 1-3
81	Case File: <i>State of Louisiana v. Aubry N. Wallace</i> Case No. 89-001 24th Judicial District Court, Jefferson Parish, LA	n/a
82	Case File: <i>State of Louisiana v. Aubry N. Wallace</i> Case No. 89-2360 24th Judicial District Court, Jefferson Parish, LA	n/a
83	Aubrey Wallace Task Force Deposition July 24, 2009	pp. 1-19
84	Aubrey Wallace FBI Interview October 1, 2004	pp. 1-5 & FBI Deletion Codes
85	Documents Provided by the Metropolitan Crime Commission	MCC0026-MCC0029, MCC0199-MCC0200
86	Ronald Bodenheimer Task Force Deposition August 27, 2009	pp. 1-28
87	Ronald Bodenheimer Grand Jury Testimony April 22, 2004	pp. 1-59 JC200549-JC200607
88 (a)	<u>Indictment for Violation of the Federal Controlled Substances Act</u> <i>U.S. v. Ronald D. Bodenheimer and Curley J. Chewning</i> Criminal Docket No. 02-219 July 17, 2002	pp. 1-4

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88 (b)	<u>Superseding Indictment for Violation of the Federal Controlled Substances Act</u> <i>U.S. v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 January 16, 2003	pp. 1-7
88 (c)	<u>Indictment for Conspiracy to Commit Mail Fraud, Mail Fraud, and Conspiracy to Violate Civil Rights Laws</u> <i>U.S. v. Ronald D. Bodenheimer, et al.</i> Criminal Docket No. 03-026 February 5, 2003	pp. 1-16
88 (d)	<u>Superseding Bill of Information</u> <i>United States v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 March 31, 2003	pp. 1-4
88 (e)	<u>Plea Agreement</u> <i>United States v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 March 28, 2003	pp. 1-6
88 (f)	<u>Factual Basis</u> <i>United States v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 March 28, 2003	pp. 1-3
88 (g)	<u>Supplement to Factual Basis</u> <i>U.S. v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 March 31, 2003	pp. 1-2
88 (h)	<u>Judgment and Probation/Commitment Order</u> <i>U.S. v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 April 28, 2004	n/a
89(a)	FBI Interview of Ronald Bodenheimer April 25, 2003	JC200619-JC200621
89(b)	FBI Interview of Ronald Bodenheimer May 20, 2003	JC200608-JC200612
89(c)	FBI Interview of Ronald Bodenheimer January 15, 16, 2004	JC200617-JC200618
89(d)	FBI Interview of Ronald Bodenheimer April 20, 2004	JC200613-JC200616
90 (a)	Professional Bail Agents of the United States Midyear Conference Program Royal Sonesta Hotel, New Orleans, LA July 11-13, 1996	n/a
90 (b)	Professional Bail Agents of the United States Midyear Conference Program Beau Rivage Hotel, Biloxi, MS July 17-21, 1999	n/a

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91 (a)	Case File: <i>Bail Bonds Unlimited v. Matthew Dennis, et al.</i> Case No. 589-134 24th Judicial District Court, Jefferson Parish, LA	n/a
91 (b)	Case File: <i>Bail Bonds Unlimited v. Bobby Gene Hollingsworth</i> Case No. 467-905 24th Judicial District Court, Jefferson Parish, LA	n/a
92 (a)	Bruce Netterville Task Force Deposition August 26, 2009	pp. 1-21
92 (b)	Bruce Netterville Judiciary Committee Immunity Order August 12, 2009	n/a
93 (a)	<u>Indictment</u> <i>United States v. Alan Green and Norman Bowley</i> Criminal Docket No. 04-295 September 29, 2004	pp. 1-25
93 (b)	<u>Judgment</u> <i>United States v. Alan Green</i> Criminal Docket No. 04-295 June 29, 2005	pp. 1-5
94 (a)	<u>Plea Agreement</u> <i>United States v. Norman Bowley</i> Criminal Docket No. 04-295 June 8, 2005	pp. 1-5
94 (b)	<u>Factual Basis</u> <i>United States v. Norman Bowley</i> Criminal Docket No. 04-295 June 9, 2005	pp. 1-5
94 (c)	<u>Judgment</u> <i>United States v. Norman Bowley</i> Criminal Docket No. 04-295 February 6, 2006	pp. 1-5
95 (a)	<u>Bill of Information</u> <i>United States of America v. Landry Forges, et al.</i> Criminal Docket No. 04-217 July 21, 2004	pp. 1-7
95 (b)	<u>Plea Agreement</u> <i>United States of America v. Landry Forges, et al.</i> Criminal Docket No. 04-217 May 12, 2004	pp. 1-5
95 (c)	<u>Factual Basis</u> <i>United States of America v. Landry Forges, et al.</i> Criminal Docket No. 04-217 September 1, 2004	pp. 1-6

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95 (d)	<u>Judgment</u> <i>United States of America v. Landry Forges, et al.</i> Criminal Docket No. 04-217 January 18, 2006	pp. 1-6
96 (a)	<u>Plea Agreement</u> <i>United States v. Myrtis Randall</i> Criminal Docket No. 04-217 September 1, 2004	pp. 1-5
96 (b)	<u>Factual Basis</u> <i>United States v. Myrtis Randall</i> Criminal Docket No. 04-217 September 1, 2004	pp. 1-6
96 (c)	<u>Judgment</u> <i>United States v. Myrtis Randall</i> Criminal Docket No. 04-217 January 18, 2006	pp. 1-5
97 (a)	<u>Plea Agreement</u> <i>United States v. Edward Still</i> Criminal Docket No. 04-217 June 2, 2004	pp. 1-5
97 (b)	<u>Factual Basis</u> <i>United States v. Edward Still</i> Criminal Docket No. 04-217 September 1, 2004	pp. 1-6
97 (c)	<u>Judgment</u> <i>United States v. Edward Still</i> Criminal Docket No. 04-217 February 2, 2005	pp. 1-5
98 (a)	<u>Bill of Information</u> <i>United States v. William Giangrosso</i> Criminal Docket No. 04-218 July 21, 2004	pp. 1-5
98 (b)	<u>Plea Agreement</u> <i>United States v. William Giangrosso</i> Criminal Docket No. 04-218 June 2, 2004	pp. 1-5
98 (c)	<u>Factual Basis</u> <i>United States v. William Giangrosso</i> Criminal Docket No. 04-218 September 3, 2004	pp. 1-4
98 (d)	<u>Judgment</u> <i>United States v. William Giangrosso</i> Criminal Docket No. 04-218 August 25, 2005	pp. 1-6

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99 (a)	<u>Bill of Information</u> <i>United States v. Guy Maynard Crosby</i> Criminal Docket No. 03-039 February 27, 2003	pp. 1-5
99 (b)	<u>Plea Agreement</u> <i>United States v. Guy Maynard Crosby</i> Criminal Docket No. 03-039 February 25, 2003	pp. 1-4
99 (c)	<u>Factual Basis</u> <i>United States v. Guy Maynard Crosby</i> Criminal Docket No. 03-039 March 13, 2003	pp. 1-5
99 (d)	<u>Judgment</u> <i>United States v. Guy Maynard Crosby</i> Criminal Docket No. 03-039 May 6, 2004	pp. 1-5
100 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/08/1995 Reporting Period: 01/01/1994 – 12/31/1994	SC00215-SC00218
100 (b)	1994 Financial Disclosure Instructions	pp. 1-86
101 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/01/1996 Reporting Period: 01/01/1995 – 12/31/1995	SC00219-SC00222
101 (b)	1995 Financial Disclosure Instructions	pp. 1-87
102 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/12/1997 Reporting Period: 01/01/1996 – 12/31/1996	SC00223-SC00226
102 (b)	1996 Financial Disclosure Instructions	pp. 1-88
103 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/13/1998 Reporting Period: 01/01/1997 – 12/31/1997	SC00227-SC00230
103 (b)	1997 Financial Disclosure Instructions	pp. 1-65
104 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/13/1999 Reporting Period: 01/01/1998 – 12/31/1998	SC00231-SC00234
104 (b)	1998 Financial Disclosure Instructions	pp. 1-64
105 (a)	Judge Porteous Financial Disclosure Form Date of Report: 05/05/2000 Reporting Period: 01/01/1999 – 12/31/1999	SC00235-SC00238
105 (b)	1999 Financial Disclosure Instructions	pp. 1-65
106 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/10/2001 Reporting Period: 01/01/2000 – 12/31/2000	SC00239-SC00242

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
106 (b)	2000 Financial Disclosure Instructions	pp. 1-68
107 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/14/2002 Reporting Period: 01/01/2001 - 12/31/2001	SC00243-SC00246
107 (b)	2001 Financial Disclosure Instructions	pp. 1-68
108 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/09/2003 Reporting Period: 01/01/2002 - 12/31/2002	SC00247-SC00251
108 (b)	2002 Financial Disclosure Instructions	pp. 1-70
109(a)	Judge Porteous Financial Disclosure Report Date of Report: 5/6/2004 Reporting Period: 01/01/2003 - 12/31/2003	SC00252-SC00258
109 (b)	2003 Financial Disclosure Instructions	pp. 1-80
110 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/12/2005 Reporting Period: 01/01/2004 - 12/31/2004	SC00259-SC00264
110 (b)	2004 Financial Disclosure Instructions	pp. 1-71
111 (a)	Judge Porteous Financial Disclosure Report Date of Report: 07/24/2006 Reporting Period: 01/01/2005 - 12/31/2005	SC00265-SC00271
111 (b)	2005 Financial Disclosure Instructions	pp. 1-71
112 (a)	Judge Porteous Financial Disclosure Report Date of Report: 05/14/2007 Reporting Period: 01/01/2006 - 12/31/2006	pp. 1-6
112 (b)	2006 Financial Disclosure Instructions	pp. 1-71
113	Judge Porteous Financial Disclosure Report Date of Report: 05/09/2008 Reporting Period: 01/01/2007 - 12/31/2007	pp. 1-6
114	Judge Porteous Financial Disclosure Report Date of Report: 05/14/2009 Reporting Period: 01/01/2008 - 12/31/2008	pp. 1-6
115-118	NOT MARKED FOR TRIAL	n/a
119 (a)	"Amending Sentence Questioned: Federal judge defends action." By: Joe Darby Times-Picayune (March 19, 1995)	MCC0253
119 (b)	"Number going bankrupt climbs: Federal judge gets in long debtors line." By: Susan Finch Times-Picayune (July 29, 2001)	MCC0193-MCC0198
119 (c)	"Federal judge linked to corruption probe at JP courthouse." wwltv.com (cbs affiliate) (January 31, 2004)	MCC0205

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
119 (d)	"Judge recuses himself from cases." By: Staff Reporters Times-Picayune (February 26, 2004)	MCC0226
119 (e)	"Judges were given gifts: Marcotte's ex-workers tell of shrimp, fence." By: Martha Can and Manuel Torres Times-Picayune (February 8, 2003)	MCC0199-MCC0201
119 (f)	"Bail bondsman to enter guilty plea on RICO charge: More judges may be implicated in probe." By: Manuel Torres Times-Picayune (March 6, 2004)	MCC0207-MCC0208
119 (g)	"Outsider to hear Marcotte plea deal: Bondsman may implicate judges." By: Manuel Torres and Michelle Krupa Times-Picayune (March 11, 2004)	MCC0206
119 (h)	"Bail-bond scandal touches federal judge." By: James Gill Times-Picayune (March 12, 2004)	MCC0209
119 (i)	"Judge's filing for bankruptcy under scrutiny: Investigation stems from probe into Jeff courthouse sources say." By: Manuel Torres Times-Picayune (July 28, 2004)	MCC0202-MCC0204
119 (j)	"Company facing suit took judge hunting: Experts question ethics of Porteous outing." By: Kate Moran Times-Picayune (October 29, 2006)	MCC0220-MCC0221
119 (k)	"Feds look at judge's 'flawed' decision: they want to know if friendship influenced him in hospital case." By: Kate Moran and Meghan Gordon Times-Picayune (June 21, 2006)	MCC0212-MCC0213
119 (l)	"Court refers Porteous for impeachment." www.nola.com Times-Picayune (December 20, 2007)	pp. 1-3
119 (m)	"Ouster fight starts for U.S. Judge: Complaints against Porteous passed on." By: Richard Rainey www.tulanelink.com (December 21, 2007)	pp. 1-5
119 (n)	"Porteous defense admits mistakes: Impeachment too harsh, attorneys say." By: Meghan Gordon Times-Picayune (Unknown Date)	MCC0227-MCC0228
119 (o)	"Sabbatical of judge facing probe scrutinized: Status may hinge on medical records." By: Meghan Gordon, Mark Waller, and Mary Sparacello Times-Picayune (April 7, 2007)	n/a
119 (p)	"Federal judge returning to bench: Threat of indictment passes for Porteous." By: Meghan Gordon Times-Picayune (June 1, 2007)	MCC0223

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
119 (q)	"Judging Judge Porteous." By: Drew Broach Times-Picayune (June 22, 2008)	n/a
119 (r)	"Court slams Porteous as impeachment move stalls." By: Richard Rainey www.nola.com Times-Picayune (September 11, 2008)	pp. 1-3
119 (s)	"Rid us of this unfit judge." By: Editorial Staff http://blog.nola.com/editorials Times-Picayune (September 13, 2008)	pp. 1-3
119 (t)	"How to get rid of a bad judge?" By: James Gill http://blog.nola.com Times-Picayune (September 17, 2008)	pp. 1-4
119 (u)	"U.S. House Judiciary Committee forms task force to investigate Judge Porteous." www.nola.com Times-Picayune (September 17, 2008)	pp. 1-3
119 (v)	"Secretary for federal judge Thomas Porteous paid his gambling debts." By: Richard Rainey http://blog.nola.com Times-Picayune (October 5, 2008)	pp. 1-3
119 (w)	"Most likely to be impeached?" By: James Gill http://blog.nola.com Times-Picayune (February 27, 2009)	pp. 1-2
119 (x)	"Make up lost time." By: Editorial Staff http://blog.nola.com Times-Picayune (April 30, 2009)	pp. 1-2
119 (y)	"2001 ruling could cost judge seat on bench: Panel urges removal, citing influence of lawyer, fellow judge." By: Drew Broach Times-Picayune (July 18, 2009)	MCC0233-MCC0234
119 (z)	"\$80,000 house is used as surety for \$300,000 in bonds." Unknown Author Times-Picayune (September 14, 1993)	n/a
119 (aa)	"Judge's case comes up for review." By: Meghan Gordon and Bill Walsh Times-Picayune (March 12, 2008)	MCC0224-MCC0225
119 (bb)	"Judge Porteous should resign." Opinions Times-Picayune (June 22, 2008)	MCC0231

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
120	Lightfoot Grand Jury Testimony August 19, 2004	pp. 1-8, 10-76
121	Lightfoot Grand Jury Testimony September 9, 2004	pp. 1-24
122	Lightfoot Grand Jury Testimony November 4, 2004	pp. 1-97
123	Lightfoot Task Force Deposition September 24, 2009	pp. 1-23
124	Lightfoot Fifth Circuit Testimony October 29, 2007	pp. 432-459
125	Voluntary Petition for Bankruptcy ("Ortous") <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) March 28, 2001	SC0122-SC0126 (part of SC Exhibit 1)
126	Amended Voluntary Petition ("Porteous") <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) April 9, 2001	SC0120-SC0121 (part of SC Exhibit 1)
127	Chapter 13 Schedules and Plan <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) April 9, 2001	SC0091-SC0118 (part of SC Exhibit 1)
128	Notice of Meeting of Creditors (set for May 9, 2001) <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) April 19, 2001	SC0085-SC0087 (part of SC Exhibit 1)
129	Trustee's Memo to Record re: Meeting of Creditors <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) May 9, 2001	SC0083 (part of SC Exhibit 1)
130	Meeting of Creditors Hearing Transcript <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) May 9, 2001	SC0595-SC0598 (part of SC Exhibit 22)
131	Amended Schedule F and Modified Chapter 13 Plan <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) May 29, 2001	SC0078-SC0079 (part of SC Exhibit 1)
132	Amended Chapter 13 Plan <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) May 29, 2001	SC0073-SC0075 (part of SC Exhibit 1)

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
133	Order Confirming Debtor's Plan <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) June 28, 2001	SC0050-SC0052 (part of SC Exhibit 1)
134	Trustee's Notice of Intention to Pay Claims <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) Oct. 4, 2001	SC0046 (part of SC Exhibit 1)
135	Trustee's Ex Parte Motion to Amend the Plan <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.)	SC0033 (part of SC Exhibit 1)
136	Trustee's Final Report <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) April 2004	SC0028 (part of SC Exhibit 1)
137	Discharge of Debtor After Completion of Chapter 13 Plan <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) July 22, 2004	SC0013 (part of SC Exhibit 1)
138 (a)	Lightfoot Handwritten Notes	CL001-CL002 SC0642-SC0644 (part of SC Exhibit 31)
138 (b)	Bankruptcy Worksheets	CL004-CL031 SC0645-SC0673 (part of SC Exhibit 31)
139	Cover Letter and Remainder of Lightfoot File	CL033-CL183 (SC Exhibit 83)
140	Fleet Credit Card Statements (**0658) February 13, 2001 - September 15, 2001	Two unmarked pages & SC0589-SC0594 (SC Exhibit 21)
141	2000 Porteous Tax Return March 23, 2001	SC0600-SC0601 (SC Exhibit 24)
142	NOT MARKED FOR TRIAL	n/a
143	Fidelity Money Market Statement of Transaction Items (showing balance of over \$623.91 on March 22, 2001)	SC0611-SC0617 (SC Exhibit 28)
144	Bank One Records January 25, 2001 - April 23, 2001	UL00165-UL00168; UL00195-UL00198; SC0606-SC0610 (SC Exhibit 27); UL00256-UL00259
145	P.O. Box Application March 20, 2001	SC0599 (SC Exhibit 23)
146	Lightfoot Letter re: Workout Proposal / Excluding Regions December 21, 2000	SC0296-SC0299 (SC Exhibit 5)

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
147	NOT MARKED FOR TRIAL	n/a
148	Bankruptcy Pamphlet: "Rights and Responsibilities"	SC0399-SC0403 (SC Exhibit 11)
149	Harrah's Casino Credit Application April 30, 2001	SC0585 (SC Exhibit 20)
150-159	NOT MARKED FOR TRIAL	n/a
160	Judiciary Committee Resolution Authorizing Immunity	n/a
161-166	NOT MARKED FOR TRIAL	n/a
167	Porteous Credit Card Statement for December 1996	n/a
168	Porteous Credit Card Statement for December 1997	n/a
169	Porteous Credit Card Statements for December 1998	n/a
170	Porteous Credit Card Statements for December 1999	n/a
171	Porteous Credit Card Statements for December 2000	n/a
172-188	NOT MARKED FOR TRIAL	n/a
189	Curatorships (see Attachment A)	n/a
190	Chart of Curatorships given to Robert Creely from Judge Porteous	n/a
191	Jody Rotolo Judiciary Committee Immunity Order August 12, 2009	p. 1
192	Jody Rotolo Task Force Deposition September 25, 2009	pp. 1-9
193 (a)	Amato Document Production One (Cover Email and Curatorship Inventory)	n/a
193 (b)	Amato Document Production Two (Cover Email and Curatorship Inventory)	n/a
194-196	NOT MARKED FOR TRIAL	n/a
197	Diane Lamulle Task Force Deposition August 26, 2009	pp. 1-11
198	Washington D.C. Mardi Gras Program 1999	n/a
199	NOT MARKED FOR TRIAL	n/a
200	<u>Porteous Recusal Order</u> <i>American Motorist Insurance Company v. American Rent-All, Inc., et al.</i> Case No. 322-619 (24th Judicial District Court, Jefferson Parish, LA) July 24, 1992	n/a
201	Deposition Exhibit 1 (Lori Marcotte) Grand Canyon Tour Flying Certificate February 3, 1992	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
202	Deposition Exhibit 2 (Lori Marcotte) Grand Canyon Tour – Las Vegas 1992 Photo of Lori Marcotte and Rhonda Danos	n/a
203	Deposition Exhibit 3 (Lori Marcotte) Photo of Joelle Lacaze (Las Vegas)	n/a
204	Deposition Exhibit 4 (Lori Marcotte) Photo of Rhonda Danos (Las Vegas)	n/a
205	Deposition Exhibit 5 (Lori Marcotte) Photo of Lori Marcotte and Rhonda Danos (Las Vegas)	n/a
206	Deposition Exhibit 6 (Lori Marcotte) Photo of Lori Marcotte and others at dinner in Las Vegas	n/a
207	Deposition Exhibit 7 (Lori Marcotte) Photo of Lori Marcotte and Rhonda Danos (Las Vegas)	n/a
208	Deposition Exhibit 8 (Lori Marcotte) Photo of Rhonda Danos (Las Vegas)	n/a
209	Deposition Exhibit 9 (Lori Marcotte) Photo of Lori Marcotte and Rhonda Danos (Las Vegas)	n/a
210	Deposition Exhibit 10 (Lori Marcotte) Photo of Lori Marcotte and Rhonda Danos (Golf Tournament)	n/a
211	Deposition Exhibit 11 (Lori Marcotte) Photo of Judge Porteous (Golf Tournament)	n/a
212	Deposition Exhibit 12 (Lori Marcotte) Photo of Judge Porteous and son (Wedding)	n/a
213	Deposition Exhibit 13 (Lori Marcotte) Photo of Rhonda Danos and unidentified male	n/a
214	Deposition Exhibit 14 (Lori Marcotte) Photo of Rhonda Danos	n/a
215	Deposition Exhibit 15 (Lori Marcotte) Photo of Rhonda Danos	n/a
216	Deposition Exhibit 16 (Lori Marcotte) Photo of Lori Marcotte and Rhonda Danos (Wedding)	n/a
217	Deposition Exhibit 17 (Lori Marcotte) Lori Marcotte, Rhonda Danos, and other individuals	n/a
218	Deposition Exhibit 18 (Lori Marcotte) Photo of Marcotte Event at the Beau Rivage July 1999	n/a
219	Deposition Exhibit 19 (Lori Marcotte) Photo of Lori Marcotte and unidentified female	n/a
220	Deposition Exhibit 20 (Lori Marcotte) Photo of Lori Marcotte, Rhonda Danos, and unidentified female at dinner	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
221	Deposition Exhibit 221 (Lori Marcotte) Photo of Lori Marcotte and others (Las Vegas)	n/a
222	Deposition Exhibit 22 (Lori Marcotte) Photo of Rhonda Danos, Judge Porteous, Lori Marcotte, and others (Golf Tournament)	n/a
223	Deposition Exhibit 23 (Lori Marcotte) Photo of Louis Marcotte, Judge Porteous, Rhonda Danos, and others (Beau Rivage 1999)	n/a
224	Deposition Exhibit 24 (Lori Marcotte) Photo of Judge Porteous, Norman Bowley, and others	n/a
225	Deposition Exhibit 25 (Lori Marcotte) Photo of Rhonda Danos, Judge Porteous, and Lori Marcotte (Golf Tournament)	n/a
226	Deposition Exhibit 26 (Lori Marcotte) Photo of Wedding	n/a
227	Deposition Exhibit 27 (Lori Marcotte) Photo of Judge Porteous and Lori Marcotte (Wedding)	n/a
228	Deposition Exhibit 28 (Lori Marcotte) Photo of unidentified male, Rhonda Danos, Judge Porteous and Lori Marcotte (Golf Tournament)	n/a
229	Deposition Exhibit 29 (Lori Marcotte) Photo of Rhonda Danos, Judge Porteous, Lori Marcotte, and other individuals (Golf Tournament)	n/a
230	Deposition Exhibit 30 (Lori Marcotte) Photo of Louis Marcotte and others	n/a
231	Deposition Exhibit 31 (Lori Marcotte) Photo of Judge Porteous and other individual (Golf Tournament)	n/a
232	Deposition Exhibit 32 (Lori Marcotte) Photo of Louis Marcotte and Judge Chehardy	n/a
233	Deposition Exhibit 33 (Danos) Rhonda Danos Judiciary Committee Immunity Order (Signed by Judge Lamberth, August 12, 2009)	p. 1
234	Deposition Exhibit 34 (Konnerup) Sharon Konnerup Deposition in <i>American Motorists Ins. Co. v. American Rental, Inc., et al.</i> September 7, 1995	JC203693-JC203715
235	Deposition Exhibit 35 (Bodenheimer) Photo of Judge Porteous entering Emeril's Restaurant in New Orleans	n/a
236	Deposition Exhibit 36 (Bodenheimer) Photo of Judge Porteous and Judge Joan Benge's secretary exiting Emeril's Restaurant in New Orleans	n/a
237	Deposition Exhibit 37 (Bodenheimer) Photo of Judge Porteous, Judge Joan Benge's secretary, and Louis Marcotte exiting Emeril's Restaurant in New Orleans	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
238	Deposition Exhibit 38 (Bodenheimer) Photo of Louis Marcotte and another individual exiting Emeril's Restaurant in New Orleans	n/a
239	Deposition Exhibit 39 (Bodenheimer) Photo of Judge Bodenheimer and a BBU Employee outside Emeril's Restaurant in New Orleans	n/a
240	Deposition Exhibit 40 (Bodenheimer) Photo of Judge Bodenheimer and Judge Joan Bengé's secretary exiting Emeril's Restaurant in New Orleans	n/a
241	Deposition Exhibit 41 (Bodenheimer) Photo of Judge Porteous, Judge Bodenheimer, Louis Marcotte, and another individual standing outside Emeril's Restaurant in New Orleans	n/a
242	Deposition Exhibit 42 (Bodenheimer) Photo of Louis Marcotte and others standing outside Emeril's Restaurant in New Orleans	n/a
243	Deposition Exhibit 43 (Bodenheimer) <u>Plea Agreement</u> <i>United States v. Ronald D. Bodenheimer</i> Criminal Docket No. 02-219 March 28, 2003	pp. 1-6
244	Deposition Exhibit 44 (Bodenheimer) <u>Superseding Bill of Information</u> <i>United States v. Ronald D. Bodenheimer</i> March 31, 2003	pp. 1-4
245	Deposition Exhibit 45 (Bodenheimer) <u>Factual Basis</u> <i>United States v. Ronald D. Bodenheimer</i> March 31, 2003	pp. 1-12
246	Deposition Exhibit 46 (Netterville) <u>Transcript</u> <i>State of Louisiana v. Aubrey Wallace</i> September 21, 1994	pp. 1-5
247	Deposition Exhibit 47 (Netterville) Bruce Netterville Judiciary Committee Immunity Order (Signed by Judge Lamberth, August 12, 2009)	p. 1
248	Deposition Exhibit 48 (Lori Marcotte) Bail Bonds Unlimited Records Relating to 1999 Beau Rivage Trip	7362-7367
249	Deposition Exhibit 49 (Creely) Robert C. Creely Judiciary Committee Immunity Order (Signed by Judge Lamberth, August 12, 2009)	p. 1
250	Deposition Exhibit 50 (Creely) FBI Interview of Robert Creely August 1, 1994	PORT000000476- PORT000000477
251-259	NOT MARKED FOR TRIAL.	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
260	Deposition Exhibit 60 (Windhorst) Letter from Richard E. Windhorst to Harold Damelin re: Judge Porteous	n/a
261	Deposition Exhibit 61 (Gardner) PACER Docket Report: <i>P & L Electronics v. Rosenthal Trust</i> Case No. 2:93-cv-03865-GTP Date Filed: 11/23/1992	pp. 1-5
262	Deposition Exhibit 62 (Gardner) <i>Jefferson Oncology v. LA. Health Services & Indemnity Co. et al.</i> 545 So.2d. 1125 (La. Ct. App. 1989)	pp. 1-5
263-273	NOT MARKED FOR TRIAL	n/a
274	Deposition Exhibit 74 (Lightfoot) <u>Chapter 13 Schedules and Plan</u> <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) April 9, 2001	SC00091-SC00118 (part of SC Exhibit 1)
275	Deposition Exhibit 75 (Lightfoot) "Your Rights and Responsibilities in Chapter 13"	SC00399-SC00403 (SC Exhibit 11)
276	Deposition Exhibit 76 (Lightfoot) Meeting of Creditors' Hearing Transcript <i>In the Matter of Porteous</i> Case No. 01-12363 (Bankr. E.D. La.) May 9, 2001	SC00595-SC00598 (part of SC Exhibit 22)
277	NOT MARKED FOR TRIAL	n/a
278	Deposition Exhibit 78 (Rotolo) Jacob Amato, Jr. Curatorships	n/a
279	NOT MARKED FOR TRIAL D	n/a
280	Deposition Exhibit 80 (Louis Marcotte) Louis Marcotte Affidavit April 17, 2003	pp. 1-2
281	Deposition Exhibit 81 (Amato) Jacob Amato, Jr. Judiciary Immunity Order (Signed by Judge Lamberth, August 12, 2009)	p. 1
282	Deposition Exhibit 82 (Amato) <u>Ex Parte Motion of Liljeberg Enterprises to Substitute Counsel</u> <i>In re: Liljeberg</i> Case No.: 2:93-cv-01794-GTP September 19, 1996	006356-006357
283	Deposition Exhibit 83 (Amato) Jacob Amato, Jr. Calendar June 1999	n/a
284-286	NOT MARKED FOR TRIAL	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
287	Deposition Exhibit 87 (Danos 12/03/09) Judge Porteous Financial Disclosure Report 01/01/98 – 12/31/98	SC00231–SC00234 (part of SC Exhibit 3)
288	Deposition Exhibit 88 (Danos 12/03/09) Judge Porteous Financial Disclosure Report 01/01/99 – 12/31/99	SC00235–SC00238 (part of SC Exhibit 3)
289	Deposition Exhibit 89 (Danos 12/03/09) Judge Porteous Financial Disclosure Report 01/01/01 – 12/31/01	SC00243–SC00246 (part of SC Exhibit 3)
290	Deposition Exhibit 90 (Levenson) Levenson American Express Summary 2000	n/a
291	Deposition Exhibit 91 (Levenson) Miscellaneous Levenson Financial Records April 1999	n/a
292–298	NOT MARKED FOR TRIAL	n/a
299	Letter from Michael F. Adoue, staff attorney for S.J. Beaulieu, Jr, to FBI Agent Wayne Horner Re: G. Thomas Porteous, Jr., Case No. 01-12363 April 1, 2004	JC200268–JC200269
300	Memorandum to File and Ron Woods from Larry Finder Re: Interview of S.J. Beaulieu, Jr. July 29, 2007	JC200251–JC200253
301 (a)	Porteous Grand Casino Gulfport Patron Transaction Report (02/27/2001 markers)	SC01131 (part of SC Exhibit 49)
301 (b)	Porteous Bank One Statement (with copies of checks to Grand Casino) March 23, 2001 – April 23, 2001	n/a
302	Porteous Treasure Chest Customer Transaction Inquiry (03/02/2001 markers)	SC01441–SC01442 (part of SC Exhibit 54)
303	Porteous Beau Rivage Credit History (one-time credit limit increase on 04/06/2001)	SC01152 (part of SC Exhibit 51)
304	Porteous Beau Rivage Balance Activity (04/07/2001 markers)	SC01197–SC01198 (part of SC Exhibit 51)
305	Porteous Treasure Chest Customer Transaction Inquiry (04/10/2001 markers)	SC01440–SC01441 (part of SC Exhibit 54)
306	Porteous Harrah's Patron Credit Activity (04/30/2001 markers)	SC01314 (part of SC Exhibit 52)
307	Porteous Treasure Chest Customer Transaction Inquiry (05/07/2001 markers)	SC01439–SC01440 (part of SC Exhibit 54)
308	Porteous Treasure Chest Customer Transaction Inquiry (05/16/2001 markers)	SC01439 (part of SC Exhibit 54)

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
309	Porteous Grand Casino Patron Transaction Report (05/26/2001 markers) and corresponding Bank One records	SC01131 (part of SC Exhibit 49); UL00288; UL00297
310	Porteous Treasure Chest Customer Transaction Inquiry (06/20/2001 markers)	SC01439 (part of SC Exhibit 54)
311	Porteous Treasure Chest Customer Transaction Inquiry (07/19/2001 markers)	SC01439 (part of SC Exhibit 54)
312	Porteous Treasure Chest Customer Transaction Inquiry (07/23/2001 markers)	SC01439 (part of SC Exhibit 54)
313 (a)	Porteous Treasure Chest Customer Transaction Inquiry (08/20/2001 markers)	SC01438-SC01439 (part of SC Exhibit 54)
313 (b)	Porteous Treasure Chest IOU's and Hold Checks Ledger	SC01434 (part of SC Exhibit 54)
314	Porteous Harrah's Patron Credit Activity (09/28/2001 markers)	SC01314 (part of SC Exhibit 52)
315	Porteous Treasure Chest Customer Transaction Inquiry (10/13/2001 markers)	SC01437 (part of SC Exhibit 54)
316	Porteous Treasure Chest Customer Transaction Inquiry (10/17/2001 markers)	SC01436-SC01437 (part of SC Exhibit 54)
317	Porteous Beau Rivage Balance Activity (10/31/2001 markers)	SC01198 (part of SC Exhibit 51)
318	Porteous Treasure Chest Customer Transaction Inquiry (11/27/2001 markers)	SC01435-SC01436 (part of SC Exhibit 54)
319	Porteous Treasure Chest Customer Transaction Inquiry (12/11/2001 markers)	SC01435 (part of SC Exhibit 54)
320	Porteous Harrah's Patron Credit Activity (12/20/2001 markers)	SC01314 (part of SC Exhibit 52)
321	Porteous Grand Casino Patron Transaction Report (2/12/2002 markers)	SC01131 (part of SC Exhibit 49)
322	Porteous Treasure Chest Customer Transaction Inquiry (04/01/2002 markers)	SC01435 (part of SC Exhibit 54)
323	Porteous Grand Casino Patron Transaction Report (05/26/2002 markers)	SC01131 (part of SC Exhibit 49)
324	Porteous Application for credit increase at Grand Casino Gulfport (from \$2,000 to \$2,500)	SC01127 (part of SC Exhibit 49)
325	Porteous Grand Casino Patron Transaction Report (07/04/2002 markers) and corresponding Fidelity Money Market Account records	SC01131 (part of SC Exhibit 49); UL05174; UL05194
326	Central Credit, Inc. Gaming Report for Judge Porteous	SC00586-SC00587 (part of SC Exhibit 20)

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
327	FBI Chart: "G.T. Porteous: Checks Written / Cash Withdrawals Associated with Gaming."	SC Exhibit 95
328	FBI Chart: "G.T. Porteous: Gaming Expenses / Charges on Credit Card."	SC Exhibit 96
329	Fleet credit card statement with accompanying check written by Rhonda Danos, paying off balance in March 2001.	SC00618-00620 (SC Exhibit 29)
330	Fleet payment stub and check written by Judge Porteous September 2, 2002	n/a
331	Treasure Chest Casino records	SC01397, SC01427 (part of SC Exhibit 54)
332	Gerald Dennis Fink Fifth Circuit Testimony October 29, 2007	pp. 343-378
333(a)	Memorandum of Interview of William Greendyke, by Larry Finder July 15, 2007	JC202363-JC202366
333(b)	FBI Interview of William Greendyke January 14, 2005	JC202367-JC202371
334	S.J. Beaulieu FBI Interview January 22, 2004	SC00409-SC00415 (SC Ex. 11)
335	Judge Greendyke Fifth Circuit Testimony October 29, 2007	pp. 379-393
336	Carmella Porteous's W2s for the years 2000 and 2001	SC00603-SC00605 (SC Exhibit 26)
337	FBI Chart of Porteous Gaming Losses (03/28/2000 - 03/28/2001)	SC00621-SC00641 + one non-bates labeled page (SC Exhibit 30)
338	Dewayne Horner Fifth Circuit Testimony October 29, 2007	pp. 22-33, 294-342
339	Beaulieu Letter to Lightfoot approving home refinance December 20, 2002	SC00404-SC00405 (part of SC Exhibit 11)
340	Beaulieu Letter to Lightfoot approving new car leases January 2, 2003	SC00406 (part of SC Exhibit 11)
341 (a)	Capital One credit card application August 13, 2001	n/a
341 (b)	Porteous Capital One credit card statements	n/a
342	Lightfoot Affidavit in Support of Attorney's Fees	SC00057-SC00062
343	Lightfoot Non-Privileged Documents Produced to Grand Jury	JC202378-JC202575
344	2001 Instructions for Completing Bankruptcy Official Form 1, Voluntary Petition	pp. 7-18
345	2001 Instructions for Completing Bankruptcy Schedules	pp. 43-104
346	2001 Instructions for Completing Bankruptcy Statement of Financial	pp. 105-124

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
347	NOT MARKED FOR TRIAL	n/a
348	Gaming Charges on Porteous's Credit Cards	pp. 1-7
349	Porteous Monthly Variances in Take Home Pay 1998-2002	n/a
350-351	Bail Bonds (see Attachment B)	n/a
352-354	NOT MARKED FOR TRIAL	n/a
355-359	NOT MARKED FOR TRIAL	n/a
360	Code of Conduct for United States Judges 1992-1996	pp. 1-19
361	Code of Conduct for United States Judges 1996-1999	pp. 1-20
362	Code of Conduct for United States Judges 1999-2009	pp. 1-20
363	Code of Conduct for United States Judges Gifts Provision 1994-1996	n/a
364	Code of Conduct for United States Judges Statutory Provisions Concerning Gifts August 1997-August 2003	pp. 1-7
365	Code of Conduct for United States Judges Statutory Provisions Concerning Gifts September 2003-present	pp. 1-8
366-369	NOT MARKED FOR TRIAL	n/a
370 (a)	1999 PBUS Beau Rivage Convention Records related to Judge Porteous	n/a
370 (b)	1999 PBUS Beau Rivage Convention Records related to Rhonda Danos	n/a
371	Records related to 1996 and 1998 Marcotte-Danos Las Vegas Trips	n/a
372 (a)	Beef Connection Bill and Lori Marcotte Credit Card Record August 6, 1997	n/a
372 (b)	Beef Connection Bill and Lori Marcotte Credit Card Record August 25, 1997	n/a
372 (c)	Beef Connection Bill and Lori Marcotte Credit Card Record November 19, 1997	n/a
372 (d)	Beef Connection Bill and Lori Marcotte Credit Card Record August 5, 1998	n/a
372 (e)	Beef Connection Bill and Lori Marcotte Credit Card Record October 19, 1998	n/a
373 (a)	BBU Calendar, Beef Connection Bill and Lori Marcotte Credit Card Record April 23, 1999	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
373 (b)	BBU Calendar, Beef Connection Bill and Norman Bowley Credit Card Record November 15, 1999	n/a
373 (c)	BBU Calendar, Beef Connection Bill and Lori Marcotte Credit Card Record February 1, 2000	n/a
373 (d)	BBU Calendar, Beef Connection Bill and Norman Bowley Credit Card Record November 7, 2000	n/a
374	NOT MARKED FOR TRIAL	n/a
375	Emeril's receipt paid for by the Marcottes March 11, 2002	n/a
376	Porteous Credit Card Statements May 1999	n/a
377	Caesar's Palace Records (Creely's credit card charges for Porteous's Room)	n/a
378	Creely's Credit Card Charges May 1999	n/a
379	Caesar's Palace Records Relating to October 27-29 Trip by Judge Porteous	SC00960, SC01059- SC01064
380	Caesar's Lake Tahoe Casino Records	n/a
381	Porteous Fidelity Records re: IRA	UL05462, UL05463, UL05461, UL05460, UL05634
382	Records related to \$1,000 Beau Rivage Payment	n/a
383	Additional Porteous IRA Records	n/a
384-436	NOT MARKED FOR TRIAL	n/a
437	Letter from Chairman Patrick Leahy and Ranking Member Jeff Sessions, of the Senate Judiciary Committee, to Chairman McCaskill and Vice Chairman Hatch, of the Senate Impeachment Trial Committee Re: the Senate Judiciary Committee's archived files on the 1994 nomination of Judge G. Thomas Porteous, Jr. July 27, 2010	pp. 1-2
438	Letter from Staff Director Derron R. Parks, of the Senate Impeachment Trial Committee, to Jonathan Turley, Esq. and Alan I. Baron, Esq. Re: providing counsel with the entire Senate Judiciary Committee file of Judge Porteous July 30, 2010	n/a
439 (a)	Senate Judiciary File: Letter from William E. Willis, Chair of the American Bar Association Standing Committee on Federal Judiciary, to Senator Biden Re: Judge Porteous's qualifications for appointment to the federal bench August 30, 1994	n/a
439 (b)	Senate Judiciary File: Judge G. Thomas Porteous, Jr. - Biography Senate Nominations Hearing October 6, 1994	n/a

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
439 (c)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – Blue Slips from Senator Breaux and Senator Johnston	n/a
439 (d)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – Dates of Materials Received Re: Senate Confirmation	n/a
439 (e)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – Nomination Hearing Transcript October 6, 1994	n/a
439 (f)	Senate Judiciary File: White House Nomination of Judge G. Thomas Porteous Jr. to be a United States District Judge for the Eastern District of Louisiana August 25, 1994	n/a
439 (g)	Senate Judiciary File: United States Senate Committee on the Judiciary Judge G. Thomas Porteous Jr. Questionnaire for Judicial Nominees (Public) September 6, 1994	pp. 1–30, 35
439 (h)	Senate Judiciary File: United States Senate Committee on the Judiciary Judge G. Thomas Porteous Jr. Questionnaire for Judicial Nominees (Committee Confidential) and Financial Disclosure Form September 6, 1994	pp. 31–35 and Financial Disclosure pages
439 (i)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – state court cases	n/a
439 (j)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – state court opinions	n/a
439 (k)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – reversals of state court opinions	n/a
439 (l)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – additional decisions requested	n/a
439 (m)	Senate Judiciary File: Judge G. Thomas Porteous Jr. – news articles	n/a
439 (n)	Senate Judiciary File: Letter from G. Thomas Porteous, Jr. to Senator Biden Re: Senate Questionnaire supplemental materials September 15, 1994	n/a
439 (o)	Senate Judiciary File: Letter from G. Thomas Porteous, Jr. to Senator Biden Re: Senate Questionnaire supplemental materials September 29, 1994	n/a
439 (p)	Senate Judiciary File: Letter from G. Thomas Porteous, Jr. Staff Memorandum (Committee Confidential) 1994	pp. 1–11 and attachments
439 (q)	Senate Judiciary File: confidential notes taken from FBI file of G. Thomas Porteous, Jr.	n/a
440	<u>To Consider Possible Impeachment of United States District Judge G. Thomas Porteous, Jr. (Part I)</u> Hearing Before the Task Force on Judicial Impeachment of the Committee on the Judiciary, House of Representatives November 17–18, 2009	i–iii 1–180

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HP Exhibit Number	Description	Bates Number / Previous Identifying Information
441	<u>To Consider Possible Impeachment of United States District Judge G. Thomas Porteous, Jr. (Part II)</u> Hearing Before the Task Force on Judicial Impeachment of the Committee on the Judiciary, House of Representatives <u>December 8, 2009</u>	i-iii 1-144
442	<u>To Consider Possible Impeachment of United States District Judge G. Thomas Porteous, Jr. (Part III)</u> Hearing Before the Task Force on Judicial Impeachment of the Committee on the Judiciary, House of Representatives <u>December 10, 2009</u>	i-iii 1-79
443	<u>To Consider Possible Impeachment of United States District Judge G. Thomas Porteous, Jr. (Part IV)</u> Hearing Before the Task Force on Judicial Impeachment of the Committee on the Judiciary, House of Representatives <u>December 15, 2009</u>	i-iii 1-55
444	<u>Impeachment of G. Thomas Porteous, Jr., Judge of the United States District Court for the Eastern District of Louisiana</u> <u>Report</u> of the House of Representatives to Accompany H. Res. 1031	1-147
445	Senate Impeachment Trial Committee Deposition of Robert Creely August 2, 2010	
446	Senate Impeachment Trial Committee Deposition of Jacob Amato, Jr. August 2, 2010	
447	Senate Impeachment Trial Committee Deposition of Louis Marcotte August 2, 2010	
448	Senate Impeachment Trial Committee Deposition of Lori Marcotte August 2, 2010	

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Attachment A – Exhibit 189

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (1)	Curatorship: <i>Arseneaux v. Johnson</i> Case No. 363-652 (May 26, 1988)	n/a
189 (2)	Curatorship: <i>Citicorp v. Wolf</i> Case No. 365-064 (June 23, 1988)	n/a
189 (3)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Hood</i> Case No. 367-074 (August 3, 1988)	n/a
189 (4)	UNMARKED	n/a
189 (5)	Curatorship: <i>Standard Mortgage Corp. v. Alonte and Pfeiffer</i> Case No. 367-321 (August 8, 1988) (Division A)	n/a
189 (6)	Curatorship: <i>Victor Federal Savings & Loan Ass'n v. Bushell</i> Case No. 367-901 (August 17, 1988)	n/a
189 (7)	UNMARKED	n/a
189 (8)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Ray</i> Case No. 368-819 (September 6, 1988)	n/a
189 (9)	UNMARKED	n/a
189 (10)	Curatorship: <i>United Federal Savings & Loan Ass'n v. Muse</i> Case No. 369-269 (September 14, 1988)	n/a
189 (11)	Curatorship: <i>Foster Mortgage Corp. v. Alexander</i> Case No. 369-956 (September 28, 1988)	n/a
189 (12)	Curatorship: <i>Hibernia Nat'l Bank v. Jeffrey</i> Case No. 370-035 (September 29, 1988)	n/a
189 (13)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Howell</i> Case No. 370-287 (October 5, 1988)	n/a
189 (14)	Curatorship: <i>Alabama Federal Savings & Loan Ass'n v. Brayton</i> Case No. 370-355 (October 5, 1988)	n/a
189 (15)	UNMARKED	n/a
189 (16)	Curatorship: <i>Troy & Nichols Inc. v. Lachney</i> Case No. 370-771 (October 13, 1988)	n/a
189 (17)	Curatorship: <i>Shawmut First Mortgage Corp. v. Carto</i> Case No. 370-849 (October 14, 1988)	n/a
189 (18)	Curatorship: <i>First Union Mortgage Corp. v. Wyatt</i> Case No. 372-352 (November 17, 1988)	n/a
189 (19)	Curatorship: <i>First Nat'l Bank of Commerce v. Every</i> Case No. 372-831 (November 30, 1988)	n/a
189 (20)	Curatorship: <i>Federal Home Loan Mortgage Corp. v. Mackey</i> Case No. 372-944 (December 3, 1988)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (21)	UNMARKED	n/a
189 (22)	Curatorship: <i>The First Nat'l Bank of Commerce v. Ordaz</i> Case No. 373-705 (December 16, 1988)	n/a
189 (23)	Curatorship: <i>Government Nat'l Mortgage Ass'n v. Corwin</i> Case No. 373-707 (December 19, 1988)	n/a
189 (24)	Curatorship: <i>Standard Mortgage Corp. v. Boxx</i> Case No. 374-742 (January 17, 1989)	n/a
189 (25)	Curatorship: <i>First Nat'l Bank of Commerce v. Hussain</i> Case No. 378-003 (March 20, 1989)	n/a
189 (26)	UNMARKED	n/a
189 (27)	Curatorship: <i>Colonial Mortgage Co. v. Bridges</i> Case No. 379-424 (April 17, 1989)	n/a
189 (28)	Curatorship: <i>Foster Mortgage Co. v. Croon</i> Case No. 379-802 (April 14, 1989) (Division A)	n/a
189 (29)	Curatorship: <i>Pelican Homestead & Savings Ass'n v. Strahley</i> Case No. 381-779 (May 30, 1989)	n/a
189 (30)	UNMARKED	n/a
189 (31)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Carter</i> Case No. 382-048 (June 2, 1989)	n/a
189 (32)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Washington</i> Case No. 382-229 (June 6, 1989)	n/a
189 (33)	Curatorship: <i>Buckeye Federal Savings & Loan Ass'n v. Eugene</i> Case No. 382-275 (June 7, 1989) (Division A)	n/a
189 (34)	Curatorship: <i>First Federal Savings Bank v. Landry</i> Case No. 383-658 (June 30, 1989)	n/a
189 (35)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Young</i> Case No. 383-859 (July 7, 1989) (Division A)	n/a
189 (36)	Curatorship: <i>Gattuso v. Robin Realty Inc.</i> Case No. 384-277 (July 14, 1989)	n/a
189 (37)	Curatorship: <i>Colonial Mortgage Co. v. Wire</i> Case No. 384-327 (July 17, 1989)	n/a
189 (38)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Vining</i> Case No. 386-273 (August 23, 1989)	n/a
189 (39)	Curatorship: <i>Pelican Homestead & Savings Ass'n v. Elbaz</i> Case No. 386-965 (September 6, 1989)	n/a
189 (40)	Curatorship: <i>Meritor Mortgage Corp. East v. Bass</i> Case No. 388-308 (September 29, 1989)	n/a
189 (41)	Curatorship: <i>Sovan Mortgage Corp. v. Murray</i> Case No. 390-233 (November 8, 1989)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (42)	Curatorship: <i>Beneficial Finance Co. of Louisiana v. Guidry</i> Case No. 390-663 (November 17, 1989)	n/a
189 (43)	Curatorship: <i>Standard Mortgage Corp. v. Arceneaux</i> Case No. 389-960 (November 2, 1989)	n/a
189 (44)	Curatorship: <i>Mutual Savings & Loan Ass'n v. Wilson</i> Case No. 391-574 (December 7, 1989)	n/a
189 (45)	Curatorship: <i>National City Mortgage Co. v. Harris</i> Case No. 392-006 (December 18, 1989)	n/a
189 (46)	Curatorship: <i>American General Finance Co. v. Gros</i> Case No. 392-036 (December 18, 1989)	n/a
189 (47)	Curatorship: <i>Bancoston Mortgage Corp. v. Simoulidis</i> Case No. 392-510 (December 29, 1989)	n/a
189 (48)	Curatorship: <i>Delta Bank & Trust Co. v. Webb</i> Case No. 392-742 (January 5, 1990)	n/a
189 (49)	UNMARKED	n/a
189 (50)	Curatorship: <i>Southwest Savings Ass'n v. Thompson</i> Case No. 393-827 (January 25, 1990)	n/a
189 (51)	Curatorship: <i>Victoria Mortgage Co. v. McKee</i> Case No. 394-035 (January 30, 1990)	n/a
189 (52)	Curatorship: <i>H.B. White and Sons, Inc. v. Hutchinson</i> Case No. 394-479 (February 7, 1990)	n/a
189 (53)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Smith</i> Case No. 394-566 (February 8, 1990)	n/a
189 (54)	Curatorship: <i>First Nat'l Bank of Commerce v. Lopez</i> Case No. 395-011 (February 15, 1990)	n/a
189 (55)	Curatorship: <i>American Thrift and Finance Plan, Inc. v. Walker</i> Case No. 394-668 (February 12, 1990)	n/a
189 (56)	Curatorship: <i>Federal Home Loan Mortgage Corp. v. Price and Finley</i> Case No. 395-440 (February 12, 1990)	n/a
189 (57)	UNMARKED	n/a
189 (58)	Curatorship: <i>Barclays American Mortgage Corp. v. Coleman</i> Case No. 395-723 (March 5, 1990)	n/a
189 (59)	Curatorship: <i>U.S. Secretary of Veterans Affairs v. Ducote</i> Case No. 395-988 (March 9, 1990)	n/a
189 (60)	Curatorship: <i>Blazer Financial Serv. v. Powell</i> Case No. 393-826 (March 26, 1990)	n/a
189 (61)	Curatorship: <i>First Nat'l Bank v. Richland & Assoc., Inc.</i> Case No. 397-224 (March 29, 1990)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (62)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Rhodes</i> Case No. 430-148 (April 1, 1992)	n/a
189 (63)	Curatorship: <i>First Guaranty Mortgage Corp. v. Russell</i> Case No. 397-308 (April 2, 1990)	n/a
189 (64)	Curatorship: <i>Citicorp Mortgage, Inc. v. Waguespack</i> Case No. 397-910 (April 11, 1990)	n/a
189 (65)	Curatorship: <i>Franklin Savings Ass'n v. Dales</i> Case No. 397-929 (April 11, 1990)	n/a
189 (66)	UNMARKED	n/a
189 (67)	Curatorship: <i>Tory & Nichols, Inc. v. Lewis, et al.</i> Case No. 398-467 (April 23, 1990)	n/a
189 (68)	Curatorship: <i>Fifth District Savings & Loan Ass'n v. Trencó</i> Case No. 399-387 (May 10, 1990)	n/a
189 (69)	Curatorship: <i>Franklin Savings Ass'n v. Musgrove</i> Case No. 400-119 (May 23, 1990)	n/a
189 (70)	UNMARKED	n/a
189 (71)	Curatorship: <i>Leader Federal Bank for Savings v. Ware</i> Case No. 400-913 (June 8, 1990)	n/a
189 (72)	Curatorship: <i>Courtesy Financial Services, Inc. v. Anderson and Davis</i> Case No. 401-600 (June 22, 1990)	n/a
189 (73)	Curatorship: <i>Resolution Trust Corp. v. Guastella</i> Case No. 402-214 (July 6, 1990)	n/a
189 (74)	Curatorship: <i>Troy & Nichols, Inc. v. Bloecher</i> Case No. 404-087 (August 8, 1990)	n/a
189 (75)	Curatorship: <i>In Re: Interdiction of Peppers</i> Case No. 405-232 (August 30, 1990)	n/a
189 (76)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Metcalf</i> Case No. 405-793 (September 12, 1990) (Division A)	n/a
189 (77)	UNMARKED	n/a
189 (78)	Curatorship: <i>Standard Mortgage Corp. v. Williams</i> Case No. 406-038 (September 18, 1990)	n/a
189 (79)	Curatorship: <i>Succession of Abril</i> Case No. 406-299 (September 24, 1990)	n/a
189 (80)	Curatorship: <i>Foster Mortgage Corp. v. Blakely</i> Case No. 407-210 (October 11, 1990)	n/a
189 (81)	Curatorship: <i>Resolution Trust Corp. v. Kearney</i> Case No. 408-362 (November 5, 1990)	n/a
189 (82)	Curatorship: <i>Resolution Trust Corp. v. Batiste</i> Case No. 408-817 (November 14, 1990)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (83)	UNMARKED	n/a
189 (84)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Albert</i> Case No. 409-824 (December 10, 1990)	n/a
189 (85)	Curatorship: <i>Resolution Trust Corp. v. Cantrelle</i> Case No. 409-873 (December 11, 1990)	n/a
189 (86)	UNMARKED	n/a
189 (87)	Curatorship: <i>Jefferson Savings & Loan Ass'n v. Champagne</i> Case No. 410-042 (December 14, 1990)	n/a
189 (88)	Curatorship: <i>Louisiana Housing Finance Agency v. Kramer</i> Case No. 411-621 (January 23, 1991)	n/a
189 (89)	UNMARKED	n/a
189 (90)	UNMARKED	n/a
189 (91)	Curatorship: <i>First Nat'l Bank of Jefferson Parish v. Joia</i> Case No. 413-517 (March 5, 1991)	n/a
189 (92)	Curatorship: <i>Standard Mortgage Corp. v. Shaw</i> Case No. 413-632 (March 6, 1991)	n/a
189 (93)	Curatorship: <i>Standard Mortgage Corp. v. Barrios</i> Case No. 414-445 (March 21, 1991)	n/a
189 (94)	Curatorship: <i>Jefferson Savings & Loan Ass'n v. Walther</i> Case No. 415-138 (April 5, 1991)	n/a
189 (95)	Curatorship: <i>The Fidelity Homestead Ass'n v. Letona</i> Case No. 415-650 (April 16, 1991)	n/a
189 (96)	Curatorship: <i>Standard Mortgage Corp. v. Lampo</i> Case No. 416-007 (April 24, 1991)	n/a
189 (97)	UNMARKED	n/a
189 (98)	UNMARKED	n/a
189 (99)	Curatorship: <i>Resolution Trust Corp. v. Van Cleef</i> Case No. 416-462 (May 2, 1991)	n/a
189 (100)	Curatorship: <i>Phillips v. Singletary</i> Case No. 416-630 (May 7, 1991)	n/a
189 (101)	Curatorship: <i>First Nat'l Bank of Commerce v. Cucinello</i> Case No. 417-432 (May 22, 1991)	n/a
189 (102)	UNMARKED	n/a
189 (103)	UNMARKED	n/a
189 (104)	Curatorship: <i>Resolution Trust Corporation v. Rapp and Doucet</i> Case No. 418-422 (June 13, 1991) (Division A)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (105)	Curatorship: <i>Phillips v. Coston</i> Case No. 419-523 (July 8, 1991)	n/a
189 (106)	UNMARKED	n/a
189 (107)	Curatorship: <i>Miller v. Final Word, Inc.</i> Case No. 420-376 (July 24, 1991)	n/a
189 (108)	Curatorship: <i>Resolution Trust Corp. v. Napier</i> Case No. 420-489 (July 25, 1991)	n/a
189 (109)	Curatorship: <i>Standard Mortgage Corp. v. Tornabene</i> Case No. 520-632 (July 26, 1991)	n/a
189 (110)	UNMARKED	n/a
189 (111)	Curatorship: <i>Hibernia Nat'l Bank v. Alfortish</i> Case No. 421-180 (August 8, 1991)	n/a
189 (112)	UNMARKED	n/a
189 (113)	UNMARKED	n/a
189 (114)	Curatorship: <i>In Re: Interdiction of Poche</i> Case No. 422-162 (August 30, 1991)	n/a
189 (115)	UNMARKED	n/a
189 (116)	Curatorship: <i>First Nat'l Bank of Jefferson Parish v. Massa, et al.</i> Case No. 422-559 (September 9, 1991)	n/a
189 (117)	UNMARKED	n/a
189 (118)	Curatorship: <i>American Thrift and Finance Plan, Inc. v. Johnson</i> Case No. 423-088 (September 19, 1991)	n/a
189 (119)	Curatorship: <i>Standard Mortgage Corp. v. Contreras</i> Case No. 423-366 (September 25, 1991)	n/a
189 (120)	Curatorship: <i>Leader Federal Bank for Savings v. Mauer</i> Case No. 423-845 (October 7, 1991)	n/a
189 (121)	Curatorship: <i>Jawaid v. Aamir</i> Case No. 423-933 (October 8, 1991)	n/a
189 (122)	Curatorship: <i>Security Industrial Ins. Co. v. Queyrouze</i> Case No. 424-264 (October 16, 1991)	n/a
189 (123)	Curatorship: <i>Resolution Trust Corps. v. Becker</i> Case No. 424-288 (October 16, 1991)	n/a
189 (124)	Curatorship: <i>Anchor Savings Bank v. Brown</i> Case No. 424-427 (October 18, 1991)	n/a
189 (125)	Curatorship: <i>Amsouth Mortgage Co., Inc. v. Stephenson</i> Case No. 424-729 (October 25, 1991)	n/a
189 (126)	UNMARKED	n/a

Exhibit Number	Description	Dates Number / Previous Identifying Information
189 (127)	Curatorship: <i>Standard Mortgage Corp. v. Hudson</i> Case No. 425-730 (November 19, 1991)	n/a
189 (128)	UNMARKED	n/a
189 (129)	UNMARKED	n/a
189 (130)	Curatorship: <i>Jefferson Savings & Loan Ass'n v. Bonmecarrere</i> Case No. 410-458 (December 26, 1991)	n/a
189 (131)	Curatorship: <i>General Motors Acceptance Corp. v. Bowles</i> Case No. 427-449 (January 6, 1992)	n/a
189 (132)	Curatorship: <i>Security Nat'l #4 v. Worldwide Warehouse Co., Inc.</i> Case No. 427-506 (January 7, 1992) (Division A)	n/a
189 (133)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Kosterlitz</i> Case No. 427-682 (January 10, 1992)	n/a
189 (134)	Curatorship: <i>Fleet Mortgage Corp. v. Collins</i> Case No. 427-791 (January 13, 1992)	n/a
189 (135)	Curatorship: <i>Pelican Homestead & Savings Ass'n v. Picciotto</i> Case No. 428-430 (January 28, 1992)	n/a
189 (136)	Curatorship: <i>In Re: Interdiction of Rivera</i> Case No. 429-354 (February 18, 1992) (Division A)	n/a
189 (137)	Curatorship: <i>Marchiafava v. Hernandez</i> Case No. 429-485 (February 19, 1992)	n/a
189 (138)	Curatorship: <i>Associates Equity Services Co., Inc. v. Pineda</i> Case No. 430-027 (February 28, 1992)	n/a
189 (139)	Curatorship: <i>Security Nat'l Trust v. S. Parish Oil Co.</i> Case No. 430-580 (March 13, 1992)	n/a
189 (140)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Marino</i> Case No. 431-576 (April 6, 1992)	n/a
189 (141)	Curatorship: <i>Leader Federal Bank for Savings v. Mason</i> Case No. 431-912 (April 13, 1992)	n/a
189 (142)	Curatorship: <i>Nat'l Mortgage Co. v. Ellis</i> Case No. 432-904 (May 4, 1992)	n/a
189 (143)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Kidd</i> Case No. 432-990 (May 6, 1992)	n/a
189 (144)	Curatorship: <i>Succession of Gisclair</i> Case No. 433-124 (May 8, 1992)	n/a
189 (145)	Curatorship: <i>Succession of Willis</i> Case No. 433- 440 (May 14, 1992)	n/a
189 (146)	Curatorship: <i>Pelican Homestead & Savings Ass'n v. Himelfard</i> Case No. 374-987 (March 16, 1990)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (147)	Curatorship: <i>Leader Federal Savings & Loan Ass'n v. Verdon</i> Case No. 373-782 (December 20, 1988)	n/a
189 (148)	Curatorship: <i>Ford Consumer Finance Co., Inc. v. Billiot</i> Case No. 433-676 (May 20, 1992)	n/a
189 (149)	UNMARKED	n/a
189 (150)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Collins</i> Case No. 434-713 (June 11, 1992)	n/a
189 (151)	Curatorship: <i>Hibernia Nat'l Bank v. McKeehan</i> Case No. 434-781 (June 12, 1992)	n/a
189 (152)	Curatorship: <i>Colonial Mortgage Co. v. Blanchette</i> Case No. 435-168 (June 22, 1992)	n/a
189 (153)	Curatorship: <i>Countrywide Funding Corp. v. Roy</i> Case No. 435-714 (July 2, 1992)	n/a
189 (154)	Curatorship: <i>Vanderbilt Mortgage & Finance, Inc. v. Nettles</i> Case No. 435-939 (July 8, 1992)	n/a
189 (155)	Curatorship: <i>Union Planters Nat'l Bank v. Huggins</i> Case No. 436-054 (July 10, 1992)	n/a
189 (156)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Lord, et al.</i> Case No. 431-491 (July 15, 1992)	n/a
189 (157)	Curatorship: <i>Midfirst Bank v. Reed</i> Case No. 436-534 (July 20, 1992)	n/a
189 (158)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Bishop</i> Case No. 436-651 (July 22, 1992)	n/a
189 (159)	Curatorship: <i>National Mortgage Co. v. Ragan</i> Case No. 436-706 (July 22, 1992)	n/a
189 (160)	Curatorship: <i>Hibernia Nat'l Bank v. Ramirez</i> Case No. 436-835 (July 24, 1992)	n/a
189 (161)	Curatorship: <i>Troy & Nichols, Inc. v. Tharpe</i> Case No. 436-903 (July 27, 1992)	n/a
189 (162)	Curatorship: <i>Countrywide Funding Corp. v. Johnson</i> Case No. 437-330 (August 4, 1992)	n/a
189 (163)	Curatorship: <i>American General Finance, Inc. v. Edmonson</i> Case No. 437-431 (August 6, 1992)	n/a
189 (164)	Curatorship: <i>Standard Mortgage Corp. v. Wetwiski</i> Case No. 438-254 (August 27, 1992)	n/a
189 (165)	Curatorship: <i>Hibernia Nat'l Bank v. Hinds</i> Case No. 438-324 (August 28, 1992)	n/a
189 (166)	Curatorship: <i>Independence Savings Bank v. Blancq</i> Case No. 438-405 (August 31, 1992)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (167)	Curatorship: <i>Troy & Nichols, Inc. v. Wegmann</i> Case No. 438-832 (September 10, 1992)	n/a
189 (168)	Curatorship: <i>Foster Mortgage Corp. v. Favaloro</i> Case No. 438-905 (September 11, 1992)	n/a
189 (169)	Curatorship: <i>Colonial Mortgage Co. v. Powery</i> Case No. 439-460 (September 24, 1992)	n/a
189 (170)	Curatorship: <i>Premier Bank v. Marshall</i> Case No. 440-347 (October 15, 1992)	n/a
189 (171)	Curatorship: <i>Citibank v. Durel</i> Case No. 440-678 (October 23, 1992)	n/a
189 (172)	Curatorship: <i>Nat'l Mortgage Co. v. Cheng</i> Case No. 440-849 (October 27, 1992)	n/a
189 (173)	Curatorship: <i>First Nat'l Bank of Jefferson Parish v. Nguyen</i> Case No. 441-033 (November 2, 1992)	n/a
189 (174)	Curatorship: <i>Standard Mortgage Corp., v. De Armas</i> Case No. 441-214 (November 5, 1992)	n/a
189 (175)	Curatorship: <i>First Nat'l Bank of Jefferson Parrish v. Berkeley</i> Case No. 442-832 (December 17, 1992)	n/a
189 (176)	Curatorship: <i>Colonial Mortgage Co. v. Salaz, et al.</i> Case No. 443-287 (January 4, 1993)	n/a
189 (177)	Curatorship: <i>Hibernia Nat'l Bank v. Rodrigue</i> Case No. 449-686 (January 7, 1993)	n/a
189 (178)	Curatorship: <i>Real Estate Financing, Inc. v. Rodriguez</i> Case No. 444-337 (January 27, 1993)	n/a
189 (179)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Williams</i> Case No. 444-475 (January 29, 1993)	n/a
189 (180)	Curatorship: <i>New South Federal Savings Bank v. Ray</i> Case No. 444-504 (February 1, 1993)	n/a
189 (181)	Curatorship: <i>Standard Mortgage Corp. v. Winn</i> Case No. 444-568 (February 2, 1993)	n/a
189 (182)	Curatorship: <i>United States v. Buxton</i> Case No. 444-608 (February 3, 1993)	n/a
189 (183)	Curatorship: <i>Eastern Savings Bank, FSB v. Edmonston</i> Case No. 445-440 (February 24, 1993)	n/a
189 (184)	Curatorship: <i>First Heights Bank v. Martin</i> Case No. 440-992 (March 2, 1993)	n/a
189 (185)	Curatorship: <i>Associates Financial Services of America, Inc. v. Pritchett</i> Case No. 446-138 (April 2, 1993)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (186)	Curatorship: <i>Mortgage Properties Corp. v. Rheiner</i> Case No. 446-694 (April 2, 1993)	n/a
189 (187)	Curatorship: <i>The U.S. Secretary of Veterans Affairs v. Melton</i> Case No. 447-979 (April 27, 1993)	n/a
189 (188)	Curatorship: <i>Colonial Mortgage Co. v. Accardo</i> Case No. 448-059 (April 28, 1993)	n/a
189 (189)	Curatorship: <i>Nat'l Mortgage Co. v. Gomez</i> Case No. 449-463 (June 2, 1993)	n/a
189 (190)	Curatorship: <i>Charles F. Curry Co. v. Smith</i> Case No. 449-927 (June 11, 1993)	n/a
189 (191)	UNMARKED	n/a
189 (192)	Curatorship: <i>Wachovia Mortgage Co. v. Ware</i> Case No. 451-584 (July 19, 1993)	n/a
189 (193)	Curatorship: <i>Mortgage Properties Corp. v. Krause</i> Case No. 451-772 (July 23, 1993)	n/a
189 (194)	Curatorship: <i>City of Kenner v. Rodzen</i> Case No. 452-302 (August 4, 1993)	n/a
189 (195)	Curatorship: <i>Leader Federal Bank for Savings v. Salmeron</i> Case No. 452-464 (August 9, 1993)	n/a
189 (196)	Curatorship: <i>STM Mortgage Co. v. Nicholson, et al.</i> Case No. 452-466 (August 9, 1993)	n/a
189 (197)	Curatorship: <i>Nat'l Mortgage Co. v. Bland</i> Case No. 452-817 (August 17, 1993)	n/a
189 (198)	Curatorship: <i>First Nat'l Bank of Chicago v. Castro</i> Case No. 453-498 (September 1, 1993)	n/a
189 (199)	Curatorship: <i>Standard Mortgage Corp. v. Bethay</i> Case No. 453-829 (September 9, 1993)	n/a
189 (200)	Curatorship: <i>Federal Home Loan Mortgage Corp. v. Estate of Wooley</i> Case No. 454-538 (September 27, 1993)	n/a
189 (201)	Curatorship: <i>Succession of Rome</i> Case No. 455-809 (October 28, 1993)	n/a
189 (202)	Curatorship: <i>Leader Federal Bank for Savings v. Pettit</i> Case No. 455-985 (November 2, 1993)	n/a
189 (203)	Curatorship: <i>Standard Mortgage Corp. v. Miles</i> Case No. 456-087 (November 14, 1993)	n/a
189 (204)	Curatorship: <i>Security Nat'l Partners v. Klein</i> Case No. 456-393 (November 12, 1993)	n/a
189 (205)	Curatorship: <i>Leader Federal Bank for Savings v. Cespedes</i> Case No. 457-499 (December 10, 1993)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (206)	Curatorship: <i>First Nat'l Bank of Commerce v. Howell</i> Case No. 458-197 (December 30, 1993)	n/a
189 (207)	Curatorship: <i>General Motors Acceptance Corp. v. Ruiz</i> Case No. 458-399 (January 6, 1994)	n/a
189 (208)	Curatorship: <i>Leader Federal Bank for Savings v. Ducote</i> Case No. 459-447 (February 1, 1994)	n/a
189 (209)	Curatorship: <i>Crye- Leike Mortgage Co., Inc. v. Wofford</i> Case No. 459-877 (February 10, 1994)	n/a
189 (210)	Curatorship: <i>Hibernia Nat'l Bank v. Wiltz</i> Case No. 460-306 (February 23, 1994)	n/a
189 (211)	Curatorship: <i>Fleet Mortgage Corp. v. Do</i> Case No. 460-809 (March 7, 1994)	n/a
189 (212)	Curatorship: <i>Toyota Motor Credit Corp. v. Adams</i> Case No. 460-829 (March 8, 1994)	n/a
189 (213)	Curatorship: <i>Nat'l Mortgage Co. v. Dauphin</i> Case No. 460-987 (March 11, 1994)	n/a
189 (214)	Curatorship: <i>BancBoston Mortgage Corp. v. Rechten</i> Case No. 461-887 (March 31, 1994)	n/a
189 (215)	Curatorship: <i>Hibernia Nat'l Bank v. Warmington</i> Case No. 464-107 (March 26, 1994)	n/a
189 (216)	Curatorship: <i>Federal Nat'l Mortgage Ass'n v. Dabon</i> Case No. 464-338 (June 2, 1994)	n/a
189 (217)	Curatorship: <i>GE Capital Asset Management Corp. v. Moses</i> Case No. 465-007 (June 17, 1994)	n/a
189 (218)	Curatorship: <i>In re. Interdiction of Driver</i> Case No. 465-042 (June 20, 1994)	n/a
189 (219)	Curatorship: <i>Fleet Mortgage Corp. v. Singleton</i> Case No. 465-086 (July 17, 1994)	n/a
189 (220)	Curatorship: <i>The U.S. Secretary of Veteran's Affairs v. Johns</i> Case No. 465-427 (June 28, 1994)	n/a
189 (221)	Curatorship: <i>United States of America v. Vincent</i> Case No. 465-445 (June 28, 1994)	n/a
189 (222)	Curatorship: <i>Federal Home Loan Mortgage Corp. v. Cox</i> Case No. 465-902 (July 11, 1994)	n/a
189 (223)	Curatorship: <i>Midfirst Bank v. Alvarez</i> Case No. 466-292 (July 18, 1994)	n/a
189 (224)	Curatorship: <i>Daigle v. Estate of Chanvin</i> Case No. 466-832 (August 1, 1994)	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
189 (225)	Curatorship: <i>Federal Home Loan Mortgage Corp. v. Weiselogel</i> Case No. 467-141 (August 8, 1994)	n/a
189 (226)	Curatorship: <i>Nat'l Mortgage Co. v. Ferrara</i> Case No. 467-516 (August 17, 1994)	n/a

August 5, 2010

Attachment B – Exhibits 350–351

Exhibit Number	Description	Bates Number / Previous Identifying Information
350 (1)	Bail Bond: William Stanford (\$19,000) 09/19/1994	n/a
350 (2)	Bail Bond: Stanley Esukpa (\$3,000) 09/01/1994	n/a
350 (3)	Bail Bond: Elijah Mitchell (\$23,500) 09/02/1994	n/a
350 (4)	Bail Bond: Joyce Barge (\$22,500) 09/02/1994	n/a
350 (5)	Bail Bond: Leonard McNeely (\$45,000) 09/04/1994	n/a
350 (6)	Bail Bond: Eugene Sarah (\$5,750) 09/06/1994	n/a
350 (7)	Bail Bond: Shawn Suttle (\$14,000) 09/09/1994	n/a
350 (8)	Bail Bond: Johnny Pena (\$7,500) 9/07/1994	n/a
350 (9)	Bail Bond: Michael Pare (\$8,500) 09/08/1994	n/a
350 (10)	Bail Bond: Renie Hensley (\$5,000) 09/08/94	n/a
350 (11)	Bail Bond: Donald Bardell, Jr. (\$7,600) 09/10/1994	n/a
350 (12)	Bail Bond: Hussein Ahmed (\$10,500) 09/10/1994	n/a
350 (13)	Bail Bond: Craig Scott (\$5,000) 09/09/1994	n/a
350 (14)	Bail Bond: Randy Bishop (\$50,000) 09/12/1994	n/a
350 (15)	Bail Bond: Michael Addison (\$2,000) 09/11/1994	n/a
350 (16)	Bail Bond: Dorcellie Terrebonne (\$5,900) 09/13/1994	n/a
350 (17)	Bail Bond: Dianne Ellis (\$3,000) 09/12/1994	n/a
350 (18)	Bail Bond: Melvin Hokes (\$10,000) 09/13/1994	n/a
350 (19)	Bail Bond: Ronnell Smith (\$8,000) 09/15/1994	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
350 (20)	Bail Bond: Cornelius Jones (\$25,000) 09/15/1994	n/a
350 (21)	Bail Bond: Frank Ringo (\$40,000) 09/19/1994	n/a
350 (22)	Bail Bond: Ruplert Ortiz (\$5,000) 09/17/1994	n/a
350 (23)	Bail Bond: Burnell Lawson (\$4,000) 09/19/1994	n/a
350 (24)	Bail Bond: Henry Williams (\$5,000) 09/17/1994	n/a
350 (25)	Bail Bond: Hung Nguyen (\$7,500) 09/19/1994	n/a
350 (26)	Bail Bond: Kenneth "Kenny" King (\$3,000) 09/19/1994	n/a
350 (27)	Bail Bond: Billy Marse (\$6,000) 09/21/1994	n/a
350 (28)	Bail Bond: Scott Blanda (\$5,000) 09/22/1994	n/a
350 (29)	Bail Bond: Kimberly Cook (\$31,275) 09/23/1994	n/a
350 (30)	Bail Bond: Adrian Martin (\$9,500) 09/23/1994	n/a
350 (31)	Bail Bond: Meisha Ursin (\$5,000) 09/24/1994	n/a
350 (32)	Bail Bond: Doreatha Taylor (\$10,000) 09/24/1994	n/a
350 (33)	Bail Bond: Daniel Stanley (\$3,150) 09/25/1994	n/a
350 (34)	Bail Bond: Guy Folse (\$7,550) 09/25/1994	n/a
350 (35)	Bail Bond: Richard Brady (\$30,000) 09/25/1994	n/a
350 (36)	Bail Bond: Rodney Robinson (\$17,500) 09/26/1994	n/a
350 (37)	Bail Bond: Charles Ainsworth (\$8,400) 09/27/1994	n/a
350 (38)	Bail Bond: Shondolyn Murray (\$23,500) 09/28/1994	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
350 (39)	Bail Bond: Dwayne Simms (\$8,000) 09/29/1994	n/a
350 (40)	Bail Bond: Lenard Robinson (\$3,000) 10/04/1994	n/a
350 (41)	Bail Bond: Steven Owens (\$3,000) 10/13/1994	n/a
350 (42)	Bail Bond: Damion Smith (\$25,000) 10/04/1994	n/a
350 (43)	Bail Bond: Roddrick Miller (\$1,500) 10/10/1994	n/a
350 (44)	Bail Bond: Harold Taylor (\$5,000) 10/10/1994	n/a
350 (45)	Bail Bond: Nathaniel Richardson (\$5,000) 10/10/1994	n/a
350 (46)	Bail Bond: Donald Bulen (\$22,000) 10/11/1994	n/a
350 (47)	Bail Bond: John Wells, Jr. (\$160,000) 10/11/1994	n/a
350 (48)	Bail Bond: Leonard Bradley (\$18,000) 10/11/1994	n/a
350 (49)	Bail Bond: Donald Washington (\$23,500) 10/11/1994	n/a
350 (50)	Bail Bond: Thi Ngo (\$15,000) 10/12/1994	n/a
350 (51)	Bail Bond: Louis Wells (\$160,000) 10/12/1994	n/a
350 (52)	Bail Bond: Scott Ebright (\$16,250) 10/13/1994	n/a
350 (53)	Bail Bond: Eris Burton (\$6,250) 10/19/1994	n/a
350 (54)	Bail Bond: Trellis Compton (\$2,000) 10/23/1994	n/a
350 (55)	Bail Bond: William Thorton (\$20,500) 10/26/1994	n/a
350 (56)	Bail Bond: Craig Massey (\$25,000) 10/27/1994	n/a
351 (1)	Bail Bond: Rodney Robinson (\$17,500) 09/26/1994	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
351 (2)	Bail Bond: Damion Smith (\$25,000) 10/4/1994	n/a
351 (3)	Bail Bond: Steven Owens (\$3,000) 10/13/1994	n/a
351 (4)	Bail Bond: Roddrick Miller (\$15,000) 10/10/1994	n/a
351 (5)	Bail Bond: George Robinson (\$5,000) 10/1994	n/a
351 (6)	Bail Bond: Harold Taylor (\$5,000) 10/10/1994	n/a
351 (7)	Bail Bond: Nathaniel Richardson (\$5,000) 10/10/1994	n/a
351 (8)	Bail Bond: John Wells, Jr. (\$160,000) 10/11/1994	n/a
351 (9)	Bail Bond: Donald Washington (\$23,500) 10/11/1994	n/a
351 (10)	Bail Bond: Leonard Bradley (\$18,000) 10/11/1994	n/a
351 (11)	Bail Bond: Donald Bulen (\$22,200) 10/11/1994	n/a
351 (12)	Bail Bond: Louis Wells (\$160,000) 10/12/1994	n/a
351 (13)	Bail Bond: Stephen Simmons (\$1,500) 10/12/1994	n/a
351 (14)	Bail Bond: Thi Ngo (\$15,000) 10/12/1994	n/a
351 (15)	Bail Bond: Travis Boothe (\$45,000) 10/12/1994	n/a
351 (16)	Bail Bond: Timothy Anweiler (\$55,100) 10/12/1994	n/a
351 (17)	Bail Bond: Thanh Nguyen (\$17,500) 10/13/1994	n/a
351 (18)	Bail Bond: Angelo Silvestri (\$2,500) 10/13/1994	n/a
351 (19)	Bail Bond: Barry Fank (\$6,000) 10/13/1994	n/a
351 (20)	Bail Bond: Jack Nguyen (\$90,000) 10/19/1994	n/a

Exhibit Number	Description	Bates Number / Previous Identifying Information
351 (21)	Bail Bond: Calvin Davis (\$1,500) 10/18/1994	n/a
351 (22)	Bail Bond: Eddress Lone (\$5,000) 10/18/1994	n/a
351 (23)	Bail Bond: Eris Burton (\$6,250) 10/19/1994	n/a
351 (24)	Bail Bond: Joe Thompson, Jr. (\$25,000) 10/19/1994	n/a
351 (25)	Bail Bond: David Hepting (\$25,000) 10/19/1994	n/a
351 (26)	Bail Bond: Wayne Taylor (\$25,000) 09/26/1994	n/a

**In The Senate of The United States
Sitting as a Court of Impeachment**

_____))
In re:))
Impeachment of G. Thomas Porteous, Jr.,))
United States District Judge for the))
Eastern District of Louisiana))
_____))

**JUDGE G. THOMAS PORTEOUS, JR.'S RESPONSES TO
THE HOUSE OF REPRESENTATIVES' PROPOSED STIPULATIONS OF FACT**

Judge Porteous respectfully responds, accepts, and/or opposes the proposed stipulations of fact submitted by the House of Representatives on August 5, 2010, as follows:

No.		Accept	Oppose	Accept in part, Oppose in part	Basis of Opposition
<u>FACTUAL BACKGROUND</u>					
1.	Judge Porteous was born on December 14, 1946.		X		Judge Porteous opposes this proposed stipulation because it is not true. Judge Porteous was born on December 15, 1946.
2.	Judge Porteous married Carmella Porteous on June 28, 1969.	X			
3.	Judge Porteous and his wife Carmella had four children: Michael, Timothy, Thomas and Catherine.	X			
4.	Judge Porteous graduated from Louisiana State University Law School in May 1971.	X			
5.	From approximately October 1973 through August 1984, Judge Porteous served as an Assistant District Attorney in Jefferson Parish, Louisiana. Judge	X			

	Porteous was permitted to hold outside employment while working as an Assistant District Attorney.				
6.	From January 1973 until July 1974, Judge Porteous was a law partner of Jacob Amato, Jr. at the law firm of Edwards, Porteous & Amato.	X			
7.	Attorney Robert Creely worked at the law firm of Edwards, Porteous, & Amato for some period of time between January 1973 and July 1974.	X			
8.	Judge Porteous was elected to be a judge of the 24 th Judicial District Court in Jefferson Parish, Louisiana in August 1984. He took the bench on December 19, 1984, and remained in that position until October 28, 1994.		X		Judge Porteous opposes this proposed stipulation because it is not true. Judge Porteous was elected to be a judge of the 24th Judicial District Court in Jefferson Parish, Louisiana in August 1984. He took the state bench on August 24, 1984, and remained in that position until October 28, 1994.
9.	On August 25, 1994, Judge Porteous was nominated by President Clinton to be a United States District Court Judge for the Eastern District of Louisiana.	X			
10.	Judge Porteous's confirmation hearing before the Senate Judiciary Committee was held on October 6, 1994.	X			
11.	Judge Porteous was confirmed as a United States District Court Judge for the Eastern District of Louisiana by the United States Senate on October 7, 1994.	X			
12.	Judge Porteous received his judicial commission on October 11, 1994.	X			
13.	Judge Porteous was sworn in as a United States District Court Judge for the Eastern District of Louisiana on October	X			

	28, 1994.				
14.	Judge Porteous's wife, Carmella, passed away on December 22, 2005.	X			
<u>PROCEDURAL BACKGROUND</u>					
15.	Starting in or about late 1999, the Department of Justice and the Federal Bureau of Investigation commenced a criminal investigation of Judge Porteous. The investigation ended in early 2007, without an indictment being issued.			X	Judge Porteous does not know, and cannot stipulate as to, when the Justice Department and/or FBI commenced or concluded its criminal investigation of him. Judge Porteous will stipulate that he was never indicted in connection with any Justice Department or FBI investigation.
16.	By letter dated May 18, 2007, the Department of Justice submitted a formal complaint of judicial misconduct regarding Judge Porteous to the Honorable Edith H. Jones, Chief Judge of the United States Court of Appeals for the Fifth Circuit. (HP Ex. 4).	X			
17.	Upon receipt of the Department of Justice's May 18, 2007 complaint letter, the Fifth Circuit appointed a Special Investigatory Committee (the "Special Committee") to investigate the Department of Justice's allegations of misconduct by Judge Porteous.	X			
18.	Judge Porteous was initially represented by attorney Kyle Schonekas in the Special Committee proceedings.	X			
19.	Kyle Schonekas withdrew from representing Judge Porteous in the Special Committee proceedings on or before July 5, 2007.	X			
20.	On or before August 2, 2007, attorney Michael H. Ellis represented Judge Porteous in the Special Committee			X	Judge Porteous will stipulate that on or before August 2, 2007, attorney

	proceedings.				Michael H. Ellis began representing Judge Porteous in the Special Committee proceedings.
21.	On or before October 16, 2007, attorney Michael H. Ellis withdrew from representing Judge Porteous in the Special Committee proceedings because of "irreconcilable differences."	X			
22.	A hearing was held before the Special Committee on October 29 and 30, 2007 (the "Fifth Circuit Hearing"). At the Fifth Circuit Hearing, Judge Porteous represented himself, testified pursuant to a grant of formal immunity, cross-examined witnesses and called witnesses on his own behalf.			X	Judge Porteous opposes this proposed stipulation to the extent that it fails to state that Judge Porteous (1) represented himself only because the Fifth Circuit denied him an extension of time to obtain new counsel, (2) testified because he was compelled to do so, despite not having been shown a copy of his immunity order, and (3) was permitted only limited cross-examination of certain witnesses.
23.	After the Fifth Circuit hearing, the Special Committee issued a report to the Judicial Conference of the Fifth Circuit dated November 20, 2007, which concluded that Judge Porteous committed misconduct which "might constitute one or more grounds for impeachment." (HP Ex. 5).	X			
24.	On December 20, 2007, by a majority vote, the Judicial Council of the Fifth Circuit accepted and approved the Special Committee's November 20, 2007 Report and concluded that Judge Porteous "had engaged in conduct which might constitute one or more grounds for impeachment under Article I of the Constitution." The Judicial Council of the Fifth Circuit thereafter certified these findings and the supporting records to the			X	Judge Porteous opposes this proposed stipulation for incompleteness. The stipulation should also state that "Fifth Circuit Judge James L. Dennis, joined by Judges Melançon, Heartfield, and Brady, filed a 49-page dissent from the majority opinion, concluding that,

	Judicial Conference of the United States. (HP Ex. 6 (a)).				although Judge Porteous should be reprimanded, the evidence did not demonstrate a possible ground for impeachment and removal from office.”
25.	On June 17, 2008, the Judicial Conference of the United States determined unanimously, upon recommendation of its Committee on Judicial Conduct and Disability, to transmit to the Speaker of the House a certificate “that consideration of impeachment of the United States District Judge G. Thomas Porteous (E.D. La.) may be warranted.” (HP Ex. 7(a)–(b)).			X	Judge Porteous opposes this proposed stipulation for incompleteness. The stipulation should also state that “Two members of the Judicial Conference were not present and did not participate in the Conference’s deliberations on this matter.”
26.	On September 10, 2008, the Judicial Council of the Fifth Circuit issued an “Order and Public Reprimand” against Judge Porteous, ordering that no new cases be assigned to Judge Porteous and suspending Judge Porteous’s authority to employ staff for two years or “until Congress takes final action on the impeachment proceedings, whichever occurs earlier.” (HP Ex. 8).		X		
27.	On September 17, 2008, the House of Representatives of the 110th Congress passed H. Res. 1448, which provided in pertinent part: “Resolved, That the Committee on the Judiciary should inquire whether the House should impeach G. Thomas Porteous, a judge of the United States District Court for the Eastern District of Louisiana.”			X	Judge Porteous opposes this proposed stipulation because the quotation is incorrect. H. Res. 1448 actually reads: “Resolved, That the Committee on the Judiciary shall inquire whether the House should impeach G. Thomas Porteous, a judge of the United States District Court for the Eastern District of Louisiana.”
28.	On January 13, 2009, the House of Representatives passed H. Res. 15, continuing the authority of H. Res. 1448 for the 111th Congress.		X		

<u>THE LILJEBERG CASE</u>				
29.	Jacob Amato, Jr. and Robert Creely formed a law partnership in about 1975 that lasted until 2005. (HP Ex. 16).	X		
30.	While Judge Porteous was on the state bench, he requested cash from Robert Creely on several occasions. Creely provided cash to Judge Porteous in response to those requests. (Exs. 11, 12 and 16).		X	Judge Porteous opposes this proposed stipulation because he did not specifically request "cash" from Robert Creely.
31.	Judge Porteous knew that some portion of the money he received from Robert Creely came from Jacob Amato, Jr. as well. (Task Force Hearing I, Exs. 16, 24).		X	Judge Porteous opposes this proposed stipulation because this fact has not been established. Indeed, Jacob Amato, when asked this question, testified that "I don't know what was in his [Judge Porteous's] mind, but I think he would imagine that." (HP Ex. 24 at 6-7; see also Amato Senate Deposition at 88.)
32.	There came a time where Robert Creely expressed resistance to providing monies to Judge Porteous while he was on the state bench. (Task Force Hearing I and Ex. 10).		X	Judge Porteous opposes this proposed stipulation because this fact has not been established. Judge Porteous further opposes the proposed stipulation to the extent that it suggests there was any coercion or influence placed on Mr. Creely by Judge Porteous. Mr. Creely has testified that he gave money to Judge Porteous because Judge Porteous was a friend and not because he was a judge. (Creely Senate Deposition at 32.)
33.	Beginning in 1988, Judge Porteous began increasingly to assign Robert Creely curatorships. (HP Ex. 11).		X	Judge Porteous opposes this proposed stipulation as the House has not proffered any documentary evidence of

				<p>the number of curatorship Judge Porteous assigned to Mr. Creely prior to 1988. Moreover, according to the House's own exhibits, Judge Porteous assigned fewer curatorships to Mr. Creely in 1991 than in 1990, and fewer in 1993 than in 1992 or 1990. (See House Report at 35.)</p> <p>Furthermore, this proposed stipulation is argumentative in that it suggests that Mr. Creely received a disproportionate number of curatorships, which has not been established, and incomplete in that omits the context that more curatorships generally were assigned during this period.</p>
34.	In 1988, Judge Porteous assigned at least 18 curatorships to Robert Creely. (Exs. 189–190).		X	<p>Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. The House has produced records of only 18 curatorships being assigned to Mr. Creely by Judge Porteous in 1988. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.</p>
35.	In 1989, Judge Porteous assigned at least 21 curatorships to Robert Creely. (Exs. 189–190).		X	<p>Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. The House has produced records of only 21 curatorships being assigned to Mr. Creely by</p>

					Judge Porteous in 1989. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.
36.	In 1990, Judge Porteous assigned at least 33 curatorships to Robert Creely. (Exs. 189-190).			X	Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. The House has produced records of only 33 curatorships being assigned to Mr. Creely by Judge Porteous in 1990. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.
37.	In 1991, Judge Porteous assigned at least 28 curatorships to Robert Creely. (Exs. 189-190).			X	Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. The House has produced records of only 28 curatorships being assigned to Mr. Creely by Judge Porteous in 1991. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.
38.	In 1992, Judge Porteous assigned at least 44 curatorships to Robert Creely. (Exs. 189-190).			X	Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. The House has produced records of only 44 curatorships being assigned to Mr. Creely by Judge Porteous in 1992. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.
39.	In 1993, Judge Porteous assigned at least 28 curatorships to Robert Creely. (Exs.			X	Judge Porteous opposes this proposed stipulation

	189-190).				due to the inclusion of the "at least" language. The House has produced records of only 28 curatorships being assigned to Mr. Creely by Judge Porteous in 1993. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.
40.	In 1994, Judge Porteous assigned at least 20 curatorships to Robert Creely. (Exs. 189-190).			X	Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. The House has produced records of only 20 curatorships being assigned to Mr. Creely by Judge Porteous in 1994. Judge Porteous will agree to a revised stipulation if the "at least" language is removed.
41.	The Amato & Creely law firm earned a fee of between \$150 and \$200 for each curatorship that Judge Porteous assigned to Robert Creely.	X			
42.	As a result of Robert Creely being assigned at least 192 curatorships by Judge Porteous, the Amato & Creely law firm earned fees of at least \$37,500. (Exs. 189 and 190).			X	Judge Porteous opposes this proposed stipulation due to the inclusion of the "at least" language. Judge Porteous further opposes the House's calculation of the purported total fee.
43.	Judge Porteous received a portion of the fees associated with the curatorships he assigned to Robert Creely. (HP Ex. 12).			X	Judge Porteous opposes this proposed stipulation because it is not true.
44.	At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money for Robert Creely and Jacob Amato, Jr.: Q: When did you first start getting cash from Messrs. Amato, Creely, or			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent

	<p>their law firm?</p> <p>A: Probably when I was on State bench.</p> <p>Q: And that practice continued into 1994, when you became a Federal judge, did it not?</p> <p>A: I believe that's correct. (HP Ex. 10).</p>				Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.
45.	<p>At the Fifth Circuit Hearing, Judge Porteous admitted under oath that the cash he received from Robert Creely "occasionally" followed his assignment of curatorships to Creely. (HP Ex. 10).</p>			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.
46.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the relationship between Mr. Creely's resistance to giving Judge Porteous money and Judge Porteous's assignment of curatorships to Mr. Creely:</p> <p>Q: Do you recall Mr. Creely refusing to pay you money before the curatorships started?</p> <p>A: He may have said I needed to get my finances under control, yeah. (HP Ex. 10).</p>			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.
47.	<p>At the Fifth Circuit Hearing, Judge Porteous questioned Jacob Amato, Jr. as follows regarding the reasons why Amato and Creely gave Judge Porteous money:</p> <p>Porteous: [J]ust so I'm clear, this money that was given to me, was it done because I'm a judge, to influence me, or</p>			X	

	<p>just because we're friends?</p> <p>Amato: Tom, it's because we're friends and we've been friends for 35 years. And it breaks my heart to be here. (HP Ex. 20).</p>				
48.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the amount of money he received from Jacob Amato, Jr. and Robert Creely or their law firm:</p> <p>Q: Judge Porteous, over the years, how much cash have you received from Jake Amato and Bob Creely or their law firm?</p> <p>A: I have no earthly idea.</p> <p>Q: It could have been \$10,000 or more. Isn't that right?</p> <p>A: Again, you're asking me to speculate. I have no idea is all I can tell you.</p> <p>Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?</p> <p>A: Probably when I was on State bench.</p> <p>Q: And that practice continued into 1994, when you became a Federal judge, did it not?</p> <p>A: I believe that's correct. (HP Ex. 10).</p>			X	<p>Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.</p>
49.	<p>Attorney Donald Gardner is a long time friend of Judge Porteous.</p>	X			
50.	<p>While Judge Porteous was a state judge, he assigned more than 50 curatorships to Donald Gardner. (HP Ex. 36).</p>		X		<p>Judge Porteous opposes this proposed stipulation because the House has not produced any</p>

				documentary evidence of curatorships that were assigned to Donald Gardner.
51.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of cash from Don Gardner:</p> <p>Q: Now, other than Messrs. Amato and Creely, who else had—what other lawyers—lawyer friends of yours have given you money over the years?</p> <p>A: Given me money?</p> <p>Q: Money, cash.</p> <p>A: Gardner may have. Probably did.</p> <p>Q: And when is the last time Mr. Gardner gave you money?</p> <p>A: Before I took the Federal bench, I'm sure.</p> <p>Q: Okay. And do you recall how much?</p> <p>A: Absolutely not. (HP Ex. 10).</p>	X		Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context. Judge Porteous further opposes the proposed stipulation because the House has failed to indicate, as it should have through the use of ellipses, that it omitted certain additional quoted material.
52.	On January 16, 1996, as a Federal judge, Judge Porteous was assigned a civil case, <u>Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc.</u> (HP Ex. 50).	X		
53.	The <u>Liljeberg</u> case was filed in 1993 and had been assigned to other judges before being transferred to Judge Porteous on January 16, 1996.	X		
54.	The <u>Liljeberg</u> case was set for a non-jury trial before Judge Porteous on November 4, 1996.		X	Judge Porteous opposes this proposed stipulation to the extent that it suggests that this was the first and only trial date set in the <u>Liljeberg</u> matter. The trial date in that case

					was set and re-set a number of times prior to the November 4, 1996 date.
55.	On September 19, 1996, the Liljebergs filed a motion to enter the appearances of Jacob Amato, Jr. and Leonard Levenson as their attorneys. Judge Porteous granted the motion on September 26, 1996. (Exs. 51 (a) and 51 (b)).			X	Judge Porteous opposes this proposed stipulation because it is incorrect. Judge Porteous granted the motion to enter the appearances of Amato and Levenson on September 23, 1996. (See HP Ex. 519(b).)
56.	Jacob Amato, Jr. and Leonard Levenson were hired by the Liljebergs on a contingent fee basis, and, pursuant to the terms of their retainer, if the Liljebergs prevailed in the litigation they would both receive substantial fees. (Exs. 18 and 52).			X	Judge Porteous opposes this proposed stipulation because of the use of the word "substantial." The term is vague, argumentative, and should be removed. Judge Porteous would be willing to accept the proposed stipulation if revised to explain that Messrs. Amato and Levenson would receive only a portion of an award rendered for the Liljebergs.
57.	The motion to enter Jacob Amato, Jr.'s appearance identified him as being with the law firm of Amato & Creely. (HP Ex. 51 (a)).		X		
58.	On October 1, 1996, attorney Joseph Mole on behalf of his client, Lifemark, filed a Motion to Recuse Judge Porteous. (HP Ex. 52).		X		
59.	When the Liljebergs filed their Motion to Recuse, Joseph Mole, counsel for Lifemark, was unaware of any prior financial relationship between Amato & Creely and Judge Porteous. (HP Ex. 52).			X	Judge Porteous opposes this proposed stipulation because it is not true. The Liljebergs did not file a motion to recuse in the <i>Liljeberg</i> case. Judge Porteous further opposes

				the use of the phrase "prior financial relationship," which is vague and argumentative.
60.	The Liljebergs filed their Opposition to the Motion to Recuse, on October 9, 1996. (HP Ex. 53).	X		
61.	Lifemark filed its Reply to the Opposition to the Motion to Recuse on October 11, 1996. (HP Ex. 54).		X	Judge Porteous opposes this proposed stipulation because it is incorrect. On October 11, 1996, Lifemark filed a Motion for Leave to file a Reply Memorandum to the Liljeberg Opposition to the Motion to Recuse. Lifemark attached its proposed Reply Brief to the Motion for Leave. Judge Porteous granted the Motion for Leave on October 17, 1996, and the Reply was deemed filed as of that date.
62.	The Liljebergs filed a Memorandum in Opposition to Lifemark's Reply on October 15, 1996. (HP Ex. 55).		X	Judge Porteous opposes this proposed stipulation because it is incorrect. On October 15, 1996, the Liljebergs filed a Motion for Leave of Court to File a Response to Lifemark's Reply memorandum on Motion to Recuse. Judge Porteous granted the Liljeberg's motion for leave on October 17, 1996.
63.	On October 16, 1996, Judge Porteous held a hearing on the Motion to Recuse. (HP Ex. 56).	X		
64.	Both Leonard Levenson and Jacob Amato, Jr. were present in the courtroom on behalf of the Liljebergs at the October 16, 1996 hearing on the Motion to	X		

	Recuse. (HP Ex. 56).				
65.	At the recusal hearing on October 16, 1996, Jacob Amato, Jr. made no statements concerning his prior financial relationship with Judge Porteous. (HP Ex. 56).		X		Judge Porteous opposes this proposed stipulation because of the use of the phrase "prior financial relationship," which is vague and argumentative. Moreover, Jacob Amato has testified that he never loaned or gave money directly to Judge Porteous at any point prior to the recusal hearing. (See Amato Senate Deposition at 24-25.)
66.	At the October 16, 1996 hearing on the Motion to Recuse, the following colloquy occurred: The Court: Let me make also one other statement for the record if anyone wants to decide whether I am a friend with Mr. Amato and Mr. Levenson—I will put that to rest for the answer is affirmative, yes. Mr. Amato and I practiced the law together probably 20-plus years ago. Is that sufficient? . . . So if that is an issue at all, it is a non-issue. * * * The Court: 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. * * * Mr. Mole: The public perception is that they do dine with you, travel with you, that they have contributed to your campaigns.		X		Judge Porteous opposes this proposed stipulation as unnecessary and an improper attempt to remove the selectively-quoted material from its context. If the House intends to rely upon the transcript of the referenced hearing, the House should seek to admit into evidence the entire document, which speaks for itself.

<p style="text-align: center;">* * *</p> <p>The Court: The first time I ran, 1984, I think is the only time when they gave me money.</p> <p style="text-align: center;">* * *</p> <p>The Court: [T]his is the first time a motion for my recusal has ever been filed But does that mean that any time a person I perceive to be friends who I have dinner with or whatever that I must disqualify myself? I don't think that's what the rule suggests Courts have held that a judge need not disqualify himself just because a friend, even a close friend, appears as a lawyer</p> <p style="text-align: center;">* * *</p> <p>The Court: Well you know the issue becomes one of, I guess the confidence of the parties, not the attorneys My concern is not with whether or not lawyers are friends My concern is that the parties are given a day in court which they can through you present their case, and they can be adjudicated thoroughly without bias, favor, prejudice, public opinion, sympathy, anything else, just on law and facts</p> <p>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</p> <p>[In the <i>Bernard</i> case] the court said Section 450 requires not only that a Judge be subjectively confident of his ability to be even handed but [that an] informed, rational objective observer would not doubt his impartiality I don't have any difficulty trying this case [I]n</p>				
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	my mind I am satisfied because if I had any question as to my ability, I would have called and said, "Look, you're right." (HP Ex. 56).				
67.	Judge Porteous denied the Motion to Recuse in open court on October 16, 1996. (HP Ex. 56).	X			
68.	On October 17, 1996, Judge Porteous issued a written order confirming the denial of the Motion to Recuse. (HP Ex. 57).	X			
69.	Lifemark retained Donald Gardner on March 11, 1997 to be part of its trial team. (HP Ex. 60 (a)).			X	Judge Porteous opposes this proposed stipulation because it is not accurate. On March 11, 1997, Lifemark filed a Motion to Enroll Donald Gardner as counsel. Mr. Gardner appears to have been retained as counsel in February 1997. (See HP Ex. 35 (b).)
70.	Lifemark's contract with Donald Gardner provided that he would be paid \$100,000 for entering his appearance and that, among other terms, he would receive another \$100,000 if Judge Porteous withdrew or the case settled. (Exs. 64 and 65).	X			
71.	Judge Porteous conducted a bench trial in the <u>Liljeberg</u> case from June 16, 1997 through June 27, 1997 and then from July 14, 1997 until its conclusion on July 23, 1997. (HP Ex. 50).			X	Judge Porteous opposes this proposed stipulation because it is inaccurate. According to HP Ex. 50, the trial took place from June 16, 1997, to June 27, 1997, from July 14, 1997, to July 15, 1997, and from July 21, 1997, to July 23, 1997.
72.	At the conclusion of the <u>Liljeberg</u> trial in July 1997, Judge Porteous took the case under advisement.	X			

73.	Jacob Amato, Jr. took Judge Porteous to numerous lunches while Judge Porteous had the <u>Liljeberg</u> under advisement. (Task Force Hearing I and Exs. 21 (b)-(c) and 24).			X	Judge Porteous opposes this proposed stipulation on the grounds that the word "numerous" is incorrect. Judge Porteous would be willing to accept this proposed stipulation if "numerous" were replaced with "several."
74.	Don Gardner took Judge Porteous to lunches and dinners while Judge Porteous had the <u>Liljeberg</u> case under advisement. (HP Ex. 36).			X	Judge Porteous opposes this proposed stipulation as the House has not proffered any documentary evidence showing that Mr. Gardner took Judge Porteous to lunch and/or dinner while the <i>Liljeberg</i> case was under advisement.
75.	From May 20 through 23, 1999, while Judge Porteous had the <u>Liljeberg</u> case under advisement, a bachelor party was held in Las Vegas, Nevada, for Judge Porteous's son, Timothy.			X	Judge Porteous agrees to this proposed stipulation to the extent of the stated dates of the bachelor party. Judge Porteous opposes the proposed stipulation to the extent it suggests a relationship between the bachelor party and the <i>Liljeberg</i> case being under advisement.
76.	Among the people present in Las Vegas for Timothy Porteous's bachelor party were Judge Porteous, Robert Creely and Donald Gardner.		X		
77.	At the Fifth Circuit Hearing Judge Porteous testified under oath as follows regarding Robert Creely's payment for Judge Porteous's hotel room at Caesars Palace during the trip to Las Vegas for Timothy Porteous's bachelor party: Q: Well, once you get to Las Vegas,			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such

	<p>you have to stay in a room right?</p> <p>A: Right.</p> <p>Q: You didn't pay for the room, did you?</p> <p>A: It appears I did not.</p> <p>Q: And do you know who paid for it?</p> <p>A: It appears Mr. Creely paid for it.</p> <p>Q: Mr. Creely, that's right. Now, that was over a period of approximately four days, as I recall, from the records?</p> <p>A: Three or four.</p> <p>Q: Three or four. That exceeded \$250 total for the room, correct?</p> <p>A: Yea.</p> <p>Q: Did that ever appear on your judicial - -</p> <p>A: No, it did not.</p> <p>Q: - your form that you file with the administrative office?</p> <p>A: No, it did not.</p> <p>Q: It did not. Although you considered that a gift, correct?</p> <p>A: Yea, it was a gift. (HP Ex. 10, page 140).</p>				<p>testimony; and it improperly removes the selectively-quoted material from its context. Judge Porteous further opposes the proposed stipulation on the basis that, at his recent deposition, Mr. Creely testified that he does not know if he paid for the referenced hotel room. (Creely Senate Deposition at 58-60.)</p>
78.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows concerning Robert Creely's payment of a portion of the bill for Timothy Porteous's bachelor party dinner in Las Vegas:</p> <p>A: We had one outside meal that I can recall.</p>		X		<p>Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such</p>

	<p>Q: But you didn't pay for that meal, did you?</p> <p>A: No, I did not.</p> <p>Q: Who paid for it?</p> <p>A: A variety – I think Creely did and maybe some other people picked up various portions. (Exs. 10, 11 and 378).</p>			<p>testimony; and it improperly removes the selectively-quoted material from its context. Judge Porteous further opposes the proposed stipulation on the basis that, at his recent deposition, Mr. Creely testified that he “basically paid for the meal at [his] table,” which consisted of him, his brother-in-law, and two other people, and which he did out of friendship with Judge Porteous’s son. (Creely Senate Deposition at 56-58.)</p>
79.	<p>On June 28, 1999, after his son’s wedding, and while the <u>Liljeberg</u> case was under advisement, Judge Porteous solicited money from Jacob Amato, Jr. while the two men were on a boat during a fishing trip.</p>		X	<p>Judge Porteous opposes this proposed stipulation because (1) the date is inaccurate, and (2) the use of the word “solicited” improperly attempts to suggest a relationship between Amato’s gift and/or loan to Judge Porteous and the <i>Liljeberg</i> case.</p>
80.	<p>After Judge Porteous solicited money from Jacob Amato, Jr. on June 28, 1999, Amato provided cash to Judge Porteous in an envelope.</p>		X	<p>Judge Porteous opposes this proposed stipulation because it is inaccurate, argumentative, and not established by the evidence.</p>
81.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money from Jacob Amato, Jr. in or about June of 1999:</p> <p>Q: Do you recall in 1999, in the summer, May, June, receiving \$2,000 for [sic: should be “from”] them?</p> <p>A: I’ve read Mr. Amato’s grand jury</p>		X	<p>Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous’s pending motion to exclude such testimony; and it improperly removes the</p>

<p>testimony. It says we were fishing and I made some representation that I was having difficulties and that he loaned me some money or gave me some money.</p> <p>Q: You don't – you're not denying it; you just don't remember it?</p> <p>A: I just don't have any recollection of it, but that would have fallen in the category of a loan from a friend. That's all.</p> <p style="text-align: center;">* * *</p> <p>Q: [W]hether or not you recall asking Mr. Amato for money during this fishing trip, do you recall getting an envelope with \$2,000 shortly thereafter?</p> <p>A: Yeah. Something seems to suggest that there may have been an envelope. I don't remember the size of an envelope, how I got the envelope, or anything about it.</p> <p style="text-align: center;">* * *</p> <p>Q: Wait a second. Is it the nature of the envelope you're disputing?</p> <p>A: No. Money was received in [an] envelope.</p> <p>Q: And had cash in it?</p> <p>A: Yes, sir.</p> <p>Q: And it was from Creely and/or –</p> <p>A: Amato.</p> <p>Q: Amato?</p> <p>A: Yes.</p> <p>Q: And it was used to pay for your</p>			<p>selectively-quoted material from its context.</p>
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	<p>son's wedding.</p> <p>A: To help defray the cost, yeah.</p> <p>Q: And was used –</p> <p>A: They loaned – my impression was it was a loan.</p> <p>Q: And would you dispute that the amount was \$2,000?</p> <p>A: I don't have any basis to dispute it. (HP Ex. 10).</p>				
82.	<p>After Judge Porteous received the cash from Jacob Amato, Jr. in or about June of 1999, while he still had the <u>Liljeberg</u> case under advisement, Judge Porteous did not disclose this fact to Joseph Mole, counsel for Lifemark.</p>			X	<p>Judge Porteous opposes this proposed stipulation to the extent that it attempts to create a relationship between the gift and/or loan from Amato and the <i>Liljeberg</i> case being under advisement. Further, the proposed stipulation is argumentative by suggesting that Judge Porteous was asked by Joseph Mole about the gift and/or loan from Amato, or that Judge Porteous had a duty of disclosure.</p>
83.	<p>In late 1999, while Judge Porteous still had the <u>Liljeberg</u> case under advisement, Jacob Amato, Jr. and Robert Creely paid for a party at the French Quarter Restaurant and Bar to celebrate Judge Porteous's fifth year on the Federal bench. (Exs. 24 and 46, and Task Force Hearing I).</p>			X	<p>Judge Porteous opposes this proposed stipulation as the House has not proffered any documentary evidence of Amato's and Creely's payment for the costs associated with this party.</p>
84.	<p>At some time while the <u>Liljeberg</u> case was pending before Judge Porteous, Jacob Amato, Jr., Leonard Levenson, and Donald Gardner each gave money either to Judge Porteous directly, or to his secretary Rhonda Danos, to help pay for</p>			X	<p>Judge Porteous opposes this proposed stipulation to the extent that it attempts to create a relationship between the gifts to Judge Porteous's</p>

	a Washington D.C. externship for one of Judge Porteous's sons. (Exs. 24, 25, 32, 33, 46 and Task Force Hearing I).				son and the <i>Liljeberg</i> case being under advisement. Moreover, there is no documentary evidence of these gifts or any testimony that Judge Porteous was ever directly given any money by Amato, Levenson, and/or Gardner in relation to his son's externship in Washington, D.C.
85.	During the 1996–2000 time-frame, Judge Porteous maintained a close relationship with Leonard Levenson, demonstrated by Judge Porteous and Leonard Levenson traveling together on several occasions.			X	Judge Porteous will stipulate that he and Leonard Levenson were friends during this time frame. Judge Porteous opposes the argumentative nature and interpretation of the evidence in the second half of the proposed stipulation.
86.	During the 1996–1998 time-frame, Judge Porteous attended at least one hunting trip with Leonard Levenson, at a Mississippi property owned by Allen Usry, an attorney who on occasion worked with Levenson. (Exs. 30, 163).			X	Judge Porteous opposes this proposed stipulation due to the use of the phrase "at least." Judge Porteous further opposes the proposed stipulation to the extent that it suggests that Levenson or Usry paid for the trip.
87.	In April 1999, Leonard Levenson attended the Fifth Circuit Judicial Conference in Houston, Texas as an invitee of Judge Porteous.			X	Judge Porteous opposes this proposed stipulation as imprecise. Mr. Levenson was invited to the referenced conference by "the federal judges of the Fifth Circuit." (See HP Ex. 26, page 54.)
88.	While at the Fifth Circuit Judicial Conference in April 1999, Leonard Levenson paid for meals and drinks for Judge Porteous. (Exs. 26, 31, 291).	X			
89.	In October 1999, Leonard Levenson paid for a dinner with Judge Porteous in Las		X		Judge Porteous opposes this proposed stipulation

	Vegas, Nevada. (Exs. 30, 31, 291, and 299).				because the House has not proffered evidence sufficient to establish that Mr. Levenson paid for Judge Porteous's dinner in Las Vegas.
90.	In December 1999, Judge Porteous went on a multi-day hunting trip to the Blackhawk hunting facility in Louisiana with Leonard Levenson. (Exs. 31, 163, 286).			X	Judge Porteous opposes this proposed stipulation to the extent that it suggests that Levenson paid for the trip.
91.	Judge Porteous did not notify Joseph Mole, counsel for Lifemark, of any of his post-recusal hearing and post trial contacts with Jacob Amato, Jr., Robert Creely, or Leonard Levenson.			X	Judge Porteous opposes this proposed stipulation as argumentative, suggesting that Judge Porteous had a duty to disclose such information to Joseph Mole. Judge Porteous further opposes the use of the phrase "any of his post-recusal hearing and post-trial contacts" as vague and argumentative.
92.	On April 26, 2000, nearly three years after the trial concluded, Judge Porteous issued a written opinion in <u>Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc.</u> (HP Ex. 62).		X		
93.	Judge Porteous ruled in favor of Jacob Amato, Jr.'s and Leonard Levenson's client, the Liljebergs.			X	Judge Porteous opposes this proposed stipulation as imprecise. Judge Porteous's 105-page ruling was complex and did not rule entirely in favor of any party, including the Liljebergs. Judge Porteous further opposes the proposed stipulation as argumentative, in that it suggests that Judge Porteous ruled in favor of the Liljebergs because of the identity of their attorneys.

94.	Lifemark appealed Judge Porteous's decision to the Fifth Circuit Court of Appeals.	X			
95.	In August 2002, the Fifth Circuit Court of Appeals reversed, in part, Judge Porteous's decision. (HP Ex. 63).			X	Judge Porteous opposes this proposed stipulation as incomplete and misleading. The Fifth Circuit reversed Judge Porteous's <i>Liljeberg</i> decision in part, remanded it in part, and affirmed it in part.
<u>JUDGE PORTEOUS'S RELATIONSHIP WITH LOUIS AND LORI MARCOTTE</u>					
96.	On numerous occasions when he was a State court judge, Judge Porteous set bonds, reduced bonds, and split bonds in response to requests by Louis Marcotte, Lori Marcotte, or a representative of the Marcottes. (Exs. 350, 351).			X	Judge Porteous opposes this proposed stipulation to the extent it suggests that Judge Porteous set bonds, reduced bonds, and split bonds because of the identity of the bonding agent. Moreover, Judge Porteous set bonds, reduced bonds, and split bonds as part of his judicial duties.
97.	In or about the summer of 1993, Jeffery Duhon worked for Louis Marcotte's bail bonds business.			X	Judge Porteous opposes this proposed stipulation in part because the House has not proffered evidence sufficient to establish when Jeffrey Duhon worked for Louis Marcotte's bail bonds business.
98.	On or about July 29, 1993, Judge Porteous ordered the expungement of Jeffery Duhon's burglary conviction. (Exs. 77(a), 77(b)).	X			
99.	In September 1994 and October 1994, Aubrey Wallace worked for Louis Marcotte's bail bonds business.			X	Judge Porteous opposes this proposed stipulation in part because the House has not proffered evidence sufficient to establish

					when Aubrey Wallace worked for Louis Marcotte's bail bonds business.
100.	On or about September 21, 1994, Judge Porteous held a hearing at which he ordered that Aubrey Wallace's court records in <u>State of Louisiana v. Aubrey N. Wallace</u> , No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.) be amended to include removal of the unsatisfactory completion of probation and the entering of the guilty plea under Code of Criminal Procedure 893. (HP Ex. 69(d) at PORT000000620-624).	X			
101.	On or about September 22, 1994, Judge Porteous signed a written Order that stated: "IT IS ORDERED that the sentence on Aubrey WALLACE is hereby amended to include the following wording, 'the defendant plead under Article 893.'" (HP Ex. 82).			X	Judge Porteous opposes the proposed stipulation because of a misspelling. The referenced Order read "'IT IS ORDERED that the sentence on Aubrey WALLACE is hereby amended to include the following wording, 'the defendant pled under Article 893.'"
102.	In the last few weeks of Judge Porteous's tenure as a State court judge, he set, reduced and split numerous bonds at the request of the Marcottes. (Exs. 350, 351).			X	Judge Porteous opposes this proposed stipulation because it improperly suggests that Judge Porteous set, reduced, or split bonds because of the identity of the bail bondsmen. Judge Porteous further opposes the proposed stipulation because it fails to give context for the number of bonds set, reduced, or split by Judge Porteous during this time frame. Finally, the word "numerous," as used in this context, is vague, imprecise, and

					argumentative. The House has records of the exact number of bonds set, reduced, and/or split by Judge Porteous in the time frame referenced.
103.	On October 14, 1994, Judge Porteous entered an order setting aside Aubrey Wallace's burglary conviction in <u>State of Louisiana v. Aubrey N. Wallace</u> , No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.). (HP Ex. 82 at p. 105).	X			
104.	In or about July 19, 1999, Judge Porteous attended a Professional Bail Agents of the United States (PBUS) convention at the Beau Rivage Resort in Biloxi Mississippi, at which convention he attended a cocktail party hosted by the Marcottes. (Exs. 223, 224).			X	Judge Porteous opposes this proposed stipulation to the extent it suggests that the cocktail party was limited in terms of attendance to a small number of individuals, or that it was hosted by the Marcottes, as opposed to their company Bail Bonds Unlimited.
105.	On or about March 11, 2002, Judge Porteous was a guest of the Marcottes at the conclusion of a lunch at Emeril's Restaurant, in New Orleans, Louisiana at which newly elected state judge Joan Benge and state judge Ronald Bodenheimer were also in attendance. (HP Ex. 375).			X	Judge Porteous opposes this proposed stipulation to the extent that it suggests that Judge Porteous ate lunch at Emeril's on March 11, 2002. Judge Porteous arrived after lunch was completed. Judge Porteous further opposes the use of the phrase "guest of the Marcottes." The gathering was held in a public restaurant.
<u>JUDGE PORTEOUS'S BANKRUPTCY</u>					
106.	On his Financial Disclosure Form for reporting period 1996, Judge Porteous checked the box for "None (No reportable liabilities)." (HP Ex. 102(a)).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not

				allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
107.	Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 1996 was \$14,846.47. (HP Ex. 167).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
108.	Judge Porteous signed his Financial Disclosure Form for reporting period 1996 on May 12, 1997. Judge Porteous's signature appeared below a Certification that stated, in part: "I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure." (HP Ex. 102(a)).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
109.	On his Financial Disclosure Form for reporting period 1997, Judge Porteous checked the box for "None (No reportable liabilities)." (HP Ex. 103(a)).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

110.	Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 19, 1997 was \$15,569.25. (HP Ex. 168).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
111.	Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1997 was \$18,146.85. (HP Ex. 168).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
112.	Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 30, 1997 was \$9,378.76. (HP Ex. 168).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
113.	Judge Porteous signed his Financial Disclosure Form for reporting period 1997 on May 13, 1998. Judge Porteous's signature appeared below a Certification that stated, in part: "I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the

	the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure.” (HP Ex. 103(a)).			document speaks for itself).
114.	On his Financial Disclosure Form for reporting period 1998, in Section VI, “Liabilities,” Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code “J,” which indicated liabilities on each card of \$15,000 or less. (HP Ex. 104(a)).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House’s Articles of Impeachment do not allege misconduct in connection with Judge Porteous’s financial disclosure forms) and unnecessary (since the document speaks for itself).
115.	Judge Porteous’s balance due on his MBNA MasterCard account ending in 0877 for the period ending December 19, 1998 was \$16,550.08. (HP Ex. 169).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House’s Articles of Impeachment do not allege misconduct in connection with Judge Porteous’s financial disclosure forms) and unnecessary (since the document speaks for itself).
116.	Judge Porteous’s balance due on his MBNA MasterCard account ending in 1290 for the period ending December 4, 1998 was \$17,155.76. (HP Ex. 169).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House’s Articles of Impeachment do not allege misconduct in connection with Judge Porteous’s financial disclosure forms) and unnecessary (since the document speaks for itself).
117.	Judge Porteous signed his Financial Disclosure Form for reporting period 1998 on May 13, 1999. Judge Porteous’s signature appeared below a Certification		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House’s Articles of

	that stated, in part: "I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure." (HP Ex. 104(a)).				Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
118.	On his Financial Disclosure Form for reporting period 1999, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 105(a)).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
119.	Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 18, 1999 was \$24,953.65. (HP Ex. 170).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
120.	Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1999 was \$25,755.84. (HP Ex. 170).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for

				itself).
121.	Judge Porteous's balance due on his Citibank credit card ending in 0426 for the period ending on December 10, 1999 was \$22,412.15. (HP Ex. 170).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
122.	Judge Porteous's balance due on his Citibank credit card account ending in 9138 for the period ending on December 21, 1999 was \$20,051.95. (HP Ex. 170).		X	Judge Porteous opposes this proposed stipulation because it is not true. The referenced credit card was in Judge Porteous's wife's name, not his. Judge Porteous further opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
123.	Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 1999 was \$15,467.29. (HP Ex. 170).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
124.	Judge Porteous signed his Financial Disclosure Form for reporting period 1999 on May 5, 2000. Judge Porteous's		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the

	signature appeared below a Certification that stated, in part: "I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure." (HP Ex. 105(a)).				House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
125.	On his Financial Disclosure Form for reporting period 2000, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 106(a)).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
126.	Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 20, 2000 was \$28,347.44. (HP Ex. 171).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
127.	Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 5, 2000 was \$29,258.68. (HP Ex. 171).			X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the

				document speaks for itself).
128.	Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 2000 was \$24,565.76. (HP Ex. 171).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
129.	Judge Porteous's balance due on his Citibank credit card account ending in 9138 for the period ending on December 21, 2000 was \$21,227.06. (HP Ex. 171).		X	Judge Porteous opposes this proposed stipulation because it is not true. The referenced credit card was in Judge Porteous's wife's name, not his. Judge Porteous further opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
130.	Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 2000 was \$17,682.35. (HP Ex. 171).		X	Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
131.	Judge Porteous signed his Financial Disclosure Form for reporting period		X	Judge Porteous opposes this proposed stipulation

	<p>2000 on May 10, 2001. Judge Porteous's signature appeared below a Certification that stated, in part:</p> <p>"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure." (HP Ex. 106(a)).</p>				as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).
132.	Judge Porteous opened a \$2,000 line of credit at the Grand Casino Gulfport in Gulfport, Mississippi on July 22, 1994. (HP Ex. 326).			X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
133.	Judge Porteous opened a \$2,000 line of credit at the Grand Casino Biloxi in Biloxi, Mississippi on August 19, 1995. (HP Ex. 326).			X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
134.	Judge Porteous opened a \$2,500 line of credit at the Casino Magic Bay in St. Louis, Mississippi on October 26, 1995. (HP Ex. 326).			X	Judge Porteous opposes to this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
135.	Judge Porteous opened a \$2,000 line of credit at the Treasure Chest Casino in Kenner, Louisiana on November 25, 1997. (HP Ex. 326).			X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not

				necessarily accurate (since the date is only approximate).
136.	Judge Porteous opened a \$2,000 line of credit at the Isle of Capri Casino in Biloxi, Mississippi on March 31, 1998. (HP Ex. 326).		X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
137.	Judge Porteous opened a \$2,500 line of credit at the Beau Rivage Casino in Biloxi, Mississippi on April 14, 1999. (HP Ex. 326).		X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and incorrect (since the document relied upon by the House shows that this credit line was set on or about April 15, 1999).
138.	Judge Porteous opened a \$5,000 line of credit at Caesars Palace Casino in Las Vegas, Nevada on May 12, 1999. (HP Ex. 326).		X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
139.	Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased to \$3,000 on August 17, 2000. (HP Ex. 326).		X	Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and inaccurate (since the document relied upon by the House shows that this credit line was reinstated on or about August 17, 2000).
140.	Judge Porteous opened a \$5,000 line of credit at Caesars Tahoe Casino in Lake		X	Judge Porteous opposes this proposed stipulation

	Tahoe, Nevada on December 11, 2000. (HP Ex. 326).				as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
141.	Judge Porteous opened a \$4,000 line of credit at Harrah's Casino in New Orleans, Louisiana on April 30, 2001. (HP Ex. 326).		X		Judge Porteous opposes this proposed stipulation as unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).
142.	On March 2, 2001, Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased from \$3,000 to \$4,000. (HP Ex. 331).		X		Judge Porteous opposes this proposed stipulation because he cannot determine the accuracy of the statement based on the document proffered by the House (HP Ex. 331).
143.	On March 2, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 302).	X			
144.	On March 2, 2001, Judge Porteous took out seven \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019. On March 3, 2001, Judge Porteous repaid marker numbers 00058997, 00059000, 00059002, and 00059019 with chips. (HP Ex. 302).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on March 2, 2001, Judge Porteous executed seven \$500 markers at the Treasure Chest Casino, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019, and that, on March 3, 2001, Judge Porteous redeemed four of those markers, identified by marker numbers 00058997, 00059000, 00059002, and 00059019,

					with chips.
145.	Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on March 3, 2001 owing the casino \$1,500. (HP Ex. 302).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on March 3, 2001, three \$500 markers were outstanding.
146.	On March 27, 2001, Judge Porteous repaid marker numbers 00059011, 00059012, and 00059013 to the Treasure Chest Casino in Kenner, Louisiana with cash. (HP Ex. 302).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that on March 27, 2001, Judge Porteous redeemed with cash Treasure Chest Casino markers numbered 00059011, 00059012, and 00059013.
147.	On February 27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 301(a)).	X			
148.	On February 27, 2001, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK131402 and MK131405. (HP Ex. 301(a)).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on February 27, 2001, Judge Porteous executed two \$1,000 markers at the Grand Casino Gulfport, identified by marker numbers MK131402 and MK131405.
149.	On March 27, 2001, Judge Porteous deposited \$2,000 into his Bank One checking account. This deposit consisted of \$1,960 in cash and a \$40 check drawn on Judge Porteous's Fidelity money market account. (Exs. 143, 144, 301(b)).	X			

150.	On or about April 5, 2001, the Grand Casino Gulfport collected \$1,000 from Judge Porteous after marker number MK131402 was deposited into and cleared Judge Porteous's Bank One checking account. (HP Ex. 301(b)).			<p>X</p> <p>Judge Porteous will stipulate that on March 16, 2001, the Grand Casino Gulfport sought to deposit the \$1,000 marker, identified by marker number MK131402, previously executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the marker was returned for an invalid account number. Judge Porteous will further stipulate that that marker was re-deposited on April 4, 2001, and cleared Judge Porteous's Bank One checking account on April 5, 2001.</p>
151.	On or about April 6, 2001, the Grand Casino Gulfport collected \$1,000 from Judge Porteous after marker number MK131405 was deposited into and cleared Judge Porteous's Bank One checking account. (HP Ex. 301(b)).			<p>X</p> <p>Judge Porteous will stipulate that on March 16, 2001, the Grand Casino Gulfport sought to deposit the \$1,000 marker, identified by marker number MK131405, previously executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the marker was returned for an invalid</p>

					account number. Judge Porteous will further stipulate that that marker was re-deposited on April 4, 2001, and cleared Judge Porteous's Bank One checking account on April 4, 2001.
152.	On March 20, 2001, Judge Porteous opened a Post Office Box at a Post Office in Harvey, Louisiana. (HP Ex. 145).	X			
153.	On March 23, 2001, Judge Porteous signed his tax return for calendar year 2000, which claimed a tax refund in the amount of \$4,143.72. (HP Ex. 141).	X			
154.	On April 13, 2001, Judge Porteous's \$4,143.72 tax refund was electronically deposited by the U.S. Treasury directly into Judge Porteous's Bank One checking account. (HP Ex. 144).	X			
155.	Judge Porteous signed his initial Voluntary Petition for Chapter 13 Bankruptcy on March 28, 2001. (HP Ex. 125).	X			
156.	Judge Porteous's signature on his initial Voluntary Petition for Chapter 13 Bankruptcy appears directly below the following declaration: I declare under penalty of perjury that the information provided in this petition is true and correct. (HP Ex. 125).	X			
157.	Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on March 28, 2001. (HP Ex. 125).	X			
158.	Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Ortous, G.T."	X			

	(HP Ex. 125).			
159.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the name "Ortous" on his initial Voluntary Petition for Chapter 13 Bankruptcy:</p> <p>Q: Your name is not Ortous, is it?</p> <p>A: No, sir.</p> <p>Q: Your wife's name is not Ortous?</p> <p>A: No, sir.</p> <p>Q: So, those statements that were signed—so, this petition that was signed under penalty of perjury had false information, correct?</p> <p>A: Yes, sir, it appears to. (Porteous 5th Cir. Hrg. at 55 (HP Ex. 10)).</p>		X	<p>Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context. Judge Porteous further opposes this proposed stipulation because it omits the fact that Judge Porteous's use of the name "Ortous" was done at the suggestion and on advice of his bankruptcy counsel Claude Lightfoot.</p>
160.	Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of "P.O. Box 1723, Harvey, LA 70059-1723." (HP Ex. 125).	X		
161.	Judge Porteous's street address on March 28, 2001 was 4801 Neyrey Drive, Metairie, LA 70002.	X		
162.	Judge Porteous signed his amended Voluntary Petition for Chapter 13 Bankruptcy on April 9, 2001. (HP Ex. 126).		X	<p>Judge Porteous opposes this proposed stipulation in part because it omits necessary context. Judge Porteous will stipulate that he signed his amended Voluntary Petition for Chapter 13 Bankruptcy on April 9, 2001, before any notices were sent to any creditors or other interested parties.</p>
163.	Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy was	X		

	filed in the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 126).				
164.	Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Porteous, Jr., Gabriel T." (HP Ex. 126).	X			
165.	Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of 4801 Neyrey Drive, Metairie, LA 70002. (HP Ex. 126).	X			
166.	Judge Porteous signed his Bankruptcy Schedules on April 9, 2001. (HP Ex. 127 at SC00111).	X			
167.	Judge Porteous's signature on his Bankruptcy Schedules appears directly below the following declaration: I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 16 sheets, plus the summary page, and that they are true and correct to the best of my knowledge, information, and belief. (HP Ex. 127 at SC00111).		X		Judge Porteous opposes this proposed stipulation because it is not true. The declaration appearing in HP Ex. 127 at SC00111 states that the foregoing summary and schedules consists of "18 sheets."
168.	Judge Porteous's Bankruptcy Schedules were filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).	X			
169.	Category 17 on Judge Porteous's Bankruptcy Schedule B ("Personal Property") required Judge Porteous to disclose "other liquidated debts owing debtor including tax refunds," in response to which the box "none" was marked with an "X." (HP Ex. 127 at SC00096).	X			
170.	Category 2 on Judge Porteous's Bankruptcy Schedule B required Judge		X		Judge Porteous opposes this proposed stipulation

	Porteous to disclose "Checking, savings or other financial accounts . . ." and to state the current market value of interest in that property, in response to which the Schedule lists only Judge Porteous's Bank One checking account with a current market value of \$100." (HP Ex. 127 at SC00095).				as argumentative and unnecessary, since the referenced document speaks for itself.
171.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Category 2 on Schedule B:</p> <p>Q: Okay. Let's go through this for a moment. Under Schedule B, "Personal Property."</p> <p>A: All right.</p> <p>Q: "Type of property, checking, savings, or other financial accounts, certificates of deposit, shares in banks, savings and loan, thrift, building and loan, homestead association, or credit unions, brokerage houses or cooperatives." Did I read that accurately?</p> <p>A: Yes, sir.</p> <p>Q: And you listed Bank One Checking Account [account number redacted]. Is that correct?</p> <p>A: That's correct.</p> <p>Q: And the current value of that interest is \$100, correct?</p> <p>A: Yes, sir. (Porteous 5th Cir. Hrg. at 79-80 (HP Ex. 10)).</p>			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.
172.	The opening balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$559.07. (HP Ex. 144).	X			

173.	The closing balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$5,493.91. (HP Ex. 144).	X			
174.	Judge Porteous deposited \$2,000 into his Bank One checking account on March 27, 2001. (HP Ex. 144).	X			
175.	At no time between March 23, 2001 to April 23, 2001 did the balance in Judge Porteous's Bank One checking account drop to \$100 or less. (HP Ex. 144).			X	Judge Porteous opposes this proposed stipulation in part because it is misleading due to its omission of necessary context. Judge Porteous will stipulate that, while the recorded balance in his Bank One checking account – as reported by Bank One – did not drop to \$100 or less between March 23, 2001, and April 23, 2001, Judge Porteous did not know the exact balance of that account on March 28, 2001, but believed it to be approximately \$100. Judge Porteous relied on the check register utilized by both he and his wife to determine the balance of that account.
176.	On March 28, 2001, Judge Porteous had a Fidelity money market account. This account was held in both his and his wife Carmella's names. (HP Ex. 143).	X			
177.	Judge Porteous's Fidelity money market account was not disclosed in response to Category 2 on Judge Porteous's Bankruptcy Schedule B. (HP Ex. 127 at SC00095).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that the Porteouses' Fidelity Homestead Association money market account was omitted from

					Category 2 of their Bankruptcy Schedule B.
178.	The opening balance on Judge Porteous's Fidelity money market account for the time period of March 31, 2001 to April 20, 2001 was \$623.94. (HP Ex. 143).		X		Judge Porteous opposes this proposed stipulation because it is not true. The beginning balance of the Porteouses' Fidelity Homestead Association for the period of March 21, 2001, to April 20, 2001, was \$623.94.
179.	The balance on Judge Porteous's Fidelity money market account on March 28, 2001 was \$283.42. (HP Ex. 143).	X			
180.	On April 4, 2001, a \$200.00 deposit was made into Judge Porteous's Fidelity money market account. (HP Ex. 143).	X			
181.	Judge Porteous wrote four checks from his Fidelity money market account between March 22, 2001 to April 12, 2001. (HP Ex. 143).		X		Judge Porteous opposes this proposed stipulation because the document relied upon by the House does not demonstrate that it is true. That document shows that five checks cleared the referenced account during the stated time period; it does not show that Judge Porteous wrote four checks from that account during the time period.
182.	On more than one occasion, Judge Porteous withdrew money from his Fidelity IRA account and deposited that money into his Fidelity money market account. The total dollar amount that Judge Porteous transferred from his Fidelity IRA to his Fidelity money market account between 1997 and 2000 was in excess of \$10,000. (HP Ex. 383).	X			
183.	On March 28, 2001, Judge Porteous owed \$2,000 in markers to the Grand Casino Gulfport in Gulfport, Mississippi arising from the two \$1,000 markers he			X	Judge Porteous opposes the characterization and accuracy of this proposed stipulation. Judge

	took out on February 27, 2001. (HP Ex. 301(a)-(b)).				Porteous will stipulate that on March 16, 2001, the Grand Casino Gulfport sought to deposit two \$1,000 markers previously executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the markers were returned for invalid account numbers. Judge Porteous will further stipulate that those two markers were re-deposited on April 4, 2001, and ultimately cleared Judge Porteous's Bank One checking on April 4, 2001, and April 5, 2001, respectively.
184.	Judge Porteous's Bankruptcy Schedule F ("Creditors Holding Unsecured Nonpriority Claims") required Judge Porteous to "list creditors holding unsecured, nonpriority claims, as of the date of the filing of the petition," in response to which Judge Porteous's debt to the Grand Casino Gulfport was not listed. (HP Ex. 127 at SC00102-105; Ex. 345).		X		Judge Porteous opposes this stipulation because it is argumentative and an improper characterization of the facts and relevant documents, which speak for themselves. As explained in response to House Proposed Stipulation No. 183 (<i>supra</i>), the Grand Casino Gulfport showed zero markers outstanding for Judge Porteous on March 28, 2001.
185.	Judge Porteous's Bankruptcy Schedule I ("Current Income of Individual Debtor(s)") required Judge Porteous to disclose "Current monthly wages, salary,	X			

	and commissions (pro rate if not paid monthly),” in response to which the Schedule listed Judge Porteous’s current monthly gross income as \$7,531.52 (HP Ex. 127 at SC00108).				
186.	Judge Porteous’s Bankruptcy Schedule I listed his “total net monthly take home pay” as \$7,531.52. (HP Ex. 127 at SC00108).	X			
187.	Attached to Judge Porteous’s Bankruptcy Schedule I was Judge Porteous’s Employee Earnings Statement issued by the Administrative Office of the United States Court, for the monthly pay period ending on May 31, 2000, which stated that Judge Porteous’s gross earnings were \$11,775.00, and his net pay was \$7,531.52. (HP Ex. 127 at SC00109).	X			
188.	In the summer of 2000, Judge Porteous had provided his Employee Earnings Statement for the monthly pay period ending on May 31, 2000 to Claude Lightfoot.	X			
189.	Judge Porteous never provided Claude Lightfoot with an Employee Earnings Statement that was more recent than Judge Porteous’s statement for the pay period ending on May 31, 2000.			X	Judge Porteous will stipulate that Claude Lightfoot never requested, and Judge Porteous never provided, an Employee Earnings Statement that was more recent than Judge Porteous’s statement for the pay period ending on May 31, 2000.
190.	In March and April 2001, Judge Porteous’s monthly net pay was \$7,705.51. (HP Ex. 144).	X			
191.	Judge Porteous signed his Statement of Financial Affairs on April 9, 2001. (HP Ex. 127 at SC00112).	X			

192.	Judge Porteous's signature on his Statement of Financial Affairs appears directly below the following declaration: 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. (HP Ex. 127 at SC00116).	X			
193.	Judge Porteous's Statement of Financial Affairs was filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).	X			
194.	Question 3 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to 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," in response to which the answer given was "Normal Installments." (HP Ex. 127 at SC00112).	X			
195.	On March 27, 2001, Judge Porteous made a \$1,500 cash payment to the Treasure Chest Casino in Kenner, Louisiana to repay markers owed to the casino. (HP Ex. 302).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that on March 27, 2001, Judge Porteous redeemed with cash Treasure Chest Casino marker numbers 00059011, 00059012, and 00059013.
196.	At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his understanding of a marker: Q: Judge Porteous, you're familiar with the term "marker," aren't you?			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such

	<p>A: Yes, sir.</p> <p>Q: Would it be fair to state that, "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 draw upon the customer's bank account any unpaid balance after a fixed period of time." Is that accurate?</p> <p>A: I believe that's correct and probably was contained in the complaint or – or the second complaint. There's a definition contained.</p> <p>Q: And you have no quarrel with the definition?</p> <p>A: No, sir. (Porteous 5th Cir. Hrg. at 64–65 (HP Ex. 10)).</p>				testimony; and it improperly removes the selectively-quoted material from its context.
197.	Judge Porteous's answer to Question 3 on his Statement of Financial Affairs did not list the \$1,500 cash payment that Judge Porteous made to the Treasure Chest Casino in Kenner, Louisiana on March 27, 2001. (HP Ex. 127 at SC00112; Ex. 302).	X			
198.	Question 8 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to 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," in response to which the box "None" was checked. (HP Ex. 127 at SC00113).	X			

199.	Between March 28, 2000 and March 28, 2001, Judge Porteous accrued gambling losses. (Porteous 5th Cir. Hrg. at 98-99 (HP Ex. 10)).		X		Judge Porteous opposes this proposed stipulation because the House has not provided information sufficient to determine if it is true.
200.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Question 8 on his Statement of Financial Affairs:</p> <p>Q: [Item 8] asks you to list all losses for fire, theft, other casualty, gambling within one year immediately preceding the commencement of this case – meaning your case – or since the commencement of this case. And I believe we read this before, about married debtors filing under Chapter 12 and Chapter 13. And you list “none,” correct?</p> <p>A: That’s what’s listed, correct.</p> <p>Q: Judge Porteous, do you recall that in the – that your gambling losses exceeded \$12,700 during the preceding year?</p> <p>A: I was not aware of it at the time, but now I see your documentation and that – and that’s what it reflects.</p> <p>Q: So, you – you don’t dispute that?</p> <p>A: I don’t dispute that.</p> <p>Q: Therefore, the answer “no” was incorrect, correct?</p> <p>A: Apparently, yes.</p> <p>Q: Even though this was signed under oath, under penalty of perjury, correct?</p> <p>A: Right. (Porteous 5th Cir. Hrg. at</p>		X		Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous’s pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.

	98-99 (HP Ex. 10)).				
201.	On April 6, 2001, Judge Porteous requested a one-time credit increase at the Beau Rivage Casino in Biloxi, Mississippi from \$2,500 to \$4,000. (HP Ex. 303).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that on or about April 6, 2001, the Beau Rivage Casino temporarily increased Judge Porteous's existing credit limit of \$2,500 to \$4,000 with a \$1,500 "TTO," or "this trip only," increase.
202.	On April 7-8, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi. (HP Ex. 304).	X			
203.	On April 7, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127556 and 127558. (HP Ex. 304).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 7, 2001, Judge Porteous executed two \$500 markers at the Beau Rivage Casino, identified by marker numbers 127556 and 127558.
204.	On April 8, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127646 and 127658. Judge Porteous also made two \$500 payments to the casino on April 8, 2001, identified by transaction numbers 4069177 and 4069190. (HP Ex. 304).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 8, 2001, Judge Porteous (1) executed two \$500 markers at the Beau Rivage Casino, identified by marker numbers 127646 and 127658, and (2) paid the Beau Rivage Casino \$1,000 in chips, identified by transaction numbers 4069177 and 4069190.

205.	When Judge Porteous left the Beau Rivage Casino in Biloxi, Mississippi on April 8, 2001, he owed \$1,000 to the casino. (HP Ex. 304).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Beau Rivage Casino on April 8, 2001, two \$500 markers were outstanding, which were redeemed via personal check on or about May 4, 2001.
206.	On April 24, 2001, Judge Porteous withdrew \$1,000 from his Fidelity Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 382).	X			
207.	Judge Porteous endorsed the \$1,000 check from National Financial Services LLC and signed the check over to Rhonda Danos. (HP Ex. 382).	X			
208.	On April 30, 2001, Rhonda Danos wrote a \$1,000 check from her personal checking account, identified by check number 1699, to the Beau Rivage Casino. The check's memo line referenced "Gabriel Thomas Porteous Jr., Acct. # [redacted]." (HP Ex. 382).	X			
209.	On May 2, 2001, Rhonda Danos deposited into her personal checking account the \$1,000 check from National Financial Services LLC, which had been issued to Judge Porteous and signed over to her. (HP Ex. 382).			X	Judge Porteous will stipulate that Rhonda Danos deposited the \$1,000 check from National Financial Services LLC, which had been issued to Judge Porteous and signed over to her, into the Hibernia bank account that she shared with Gordon Danos and Gavin Danos on or about May 1, 2001, and that that check posted to the Danoses' account on

				May 2, 2001.
210.	On May 4, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, written on Judge Porteous's behalf, was paid at the cage and was credited against Judge Porteous's Beau Rivage account, identified by transaction number 4071922. The Beau Rivage Casino deposited Ms. Danos's \$1,000 check on May 5, 2001. (HP Ex. 304).			X Judge Porteous opposes this proposed stipulation in part because it omits necessary context. Judge Porteous will accept the House's proposed stipulation if the House will stipulate that the reason that Judge Porteous endorsed the \$1,000 check from National Financial Services, LLC over to Rhonda Danos, and Ms. Danos wrote and delivered a \$1,000 check from her checking account to the Beau Rivage Casino referencing Judge Porteous, is that Ms. Danos planned to go to that casino anyway and was saving Judge Porteous a trip.
211.	On May 8, 2001, 19, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, identified by check number 1699, cleared Danos's bank account. (HP Ex. 382).			X Judge Porteous opposes this proposed stipulation to the extent that it contains an unintelligible typographical error. Judge Porteous will stipulate that the \$1,000 check to the Beau Rivage Casino written by Rhonda Danos and numbered 1699 cleared the Danoses' bank account on May 8, 2001.
212.	On April 10, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 305).	X		
213.	On April 10, 2001, Judge Porteous took out four \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00060317, 00060319, 00060320, and 00060321. Judge Porteous repaid all four markers			X Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 10, 2001, Judge Porteous

	the same day with chips. (HP Ex. 305).				executed four \$500 markers at the Treasure Chest Casino, identified by marker numbers 00060317, 00060319, 00060320, and 00060321, all of which he redeemed that same day with chips.
214.	On May 7, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 307).	X			
215.	On May 7, 2001, Judge Porteous took out four \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307.)			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 7, 2001, Judge Porteous executed four \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00061209, 00061212, 00061216, and 00061230.
216.	When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on May 7, 2001, he owed \$4,000 to the casino. (HP Ex. 307).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on or about May 7, 2001, four \$1,000 markers were outstanding.
217.	On May 9, 2001, Judge Porteous made a \$4,000 cash payment to the Treasure Chest Casino, repaying marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on or about May 9, 2001, Judge Porteous redeemed with cash the four \$1,000 Treasure Chest Casino markers identified by marker numbers 00061209, 00061212, 00061216, and 00061230.

218.	On April 30, 2001, Judge Porteous submitted a Casino Credit Application to Harrah's Casino in New Orleans, Louisiana, requesting a \$4,000 credit limit. (HP Ex. 149).	X			
219.	On April 30, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 306).	X			
220.	On April 30, 2001, Judge Porteous took out two \$500 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0084898 and 0084899. Judge Porteous wrote a \$1,000 check to Harrah's Casino the same day to repay both markers. Judge Porteous's check cleared Harrah's Casino on May 30, 2001. (HP Ex. 306).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on or about April 30, 2001, Judge Porteous executed two \$500 markers at Harrah's Casino in New Orleans, identified by marker numbers 0084898 and 0084899, which were redeemed that same day by check. The House has not provided information sufficient to determine when that check cleared.
221.	On May 9, 2001, a Section 341 Creditors Meeting was held in Judge Porteous's Chapter 13 Bankruptcy case. (HP Ex. 129).	X			
222.	Judge Porteous attended the Section 341 Creditors Meeting held on May 9, 2001 with his bankruptcy counsel Claude Lightfoot. (HP Ex. 130).	X			
223.	The Section 341 Creditors Meeting was recorded, and the transcription of that recording is true and accurate. (HP Ex. 130).			X	Judge Porteous will stipulate that the Section 341 Creditors Meeting held in his Chapter 13 Bankruptcy case was at least partially recorded, and that an unsigned, uncertified transcript of that recording is set out in HP Ex. 130 (SC00595-

				98).
224.	<p>At the Section 341 Creditors Meeting on May 9, 2001, bankruptcy trustee S.J. Beaulieu, Jr. gave Judge Porteous a copy of a pamphlet entitled "Your Rights and Responsibilities in Chapter 13." (HP Ex. 130). Section 6 of the "Rights and Responsibilities" pamphlet, which Judge Porteous received from Bankruptcy Trustee Beaulieu, stated as follows:</p> <p>You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy Court. This includes the use of credit cards or charge accounts of any kind. If you or a family member you support buys something on credit without Court approval, the Court could order the goods returned. (HP Ex. 148 at SC00402).</p>		X	<p>Judge Porteous opposes this proposed stipulation in part because the House has not proffered evidence sufficient to establish that S.J. Beaulieu gave Judge Porteous a copy of the referenced pamphlet at the May 9, 2001 meeting.</p>
225.	<p>At the Section 341 Creditors Meeting on May 9, 2001, Judge Porteous was placed under oath and stated "yes" when asked if everything in his bankruptcy petition was true and correct. (HP Ex. 130).</p>		X	<p>Judge Porteous will stipulate that he was placed under oath at the Section 341 Creditors Meeting held on May 9, 2001, and that the transcript of that meeting indicates that he stated "yes" after Mr. Beaulieu stated "[e]verything in here true and correct."</p>
226.	<p>At the Section 341 Creditors Meeting on May 9, 2001, while under oath, Judge Porteous stated "yes" when asked if he had listed all of his assets in his bankruptcy petition. (HP Ex. 130 at SC00596).</p>		X	<p>Judge Porteous will stipulate that the transcript of the May 9, 2001 meeting indicates that he stated "yes" to the referenced question.</p>
227.	<p>At the Section 341 Creditors Meeting on May 9, 2001, while under oath, Judge Porteous answered in the affirmative when asked if his take home pay was about \$7,500 a month. (HP Ex. 130 at SC00596).</p>		X	<p>Judge Porteous will stipulate that the transcript of the May 9, 2001 meeting indicates that he responded "Um hum" to the referenced statement.</p>

228.	At the Section 341 Creditors Meeting on May 9, 2001, Bankruptcy Trustee S.J. Beaulieu, Jr. told Judge Porteous that "Any charge cards that you may have you have [sic] you cannot use any longer. So basically you on a cash basis now." (HP Ex. 130 at SC00598).			X	Judge Porteous will stipulate that the transcript of the May 9, 2001 meeting indicates that Mr. Beaulieu made the referenced statement.
229.	<p>At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the Section 341 Creditors Meeting:</p> <p>Q: Now, after bankruptcy, you had a meeting with the trustee, SJ Beaulieu, correct?</p> <p>A: After what?</p> <p>Q: After bankruptcy was filed.</p> <p>A: After it was filed, that's correct.</p> <p>Q: And you recall that Mr. Beaulieu handed you a pamphlet called "Your Rights and Responsibilities in Chapter 13," which we have marked as the Committee's Exhibit 11?</p> <p>A: I believe that's – yeah, right.</p> <p>Q: And it bears the name of Mr. Beaulieu and has his local New Orleans phone number?</p> <p>A: Yes, sir.</p> <p style="text-align: center;">* * *</p> <p>Q: Calling your attention to this exhibit, there are enumerated paragraphs. Paragraph 6, follow me while I read. "Credit While in Chapter 13. You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy court. This includes the use of credit cards or</p>			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.

<p>charge accounts of any kind.”</p> <p>Did I read that accurately, sir?</p> <p>A: You did.</p> <p>Q: And do you recall reading that and discussing that with Mr. Beaulieu?</p> <p>A: I don't specifically recall it, but I'm not saying it didn't happen.</p> <p>Q: All right. Do you recall, on or about May 9th, 2001, having a – what's called a 341 bankruptcy hearing, where Mr. Beaulieu as trustee was present; your attorney, Mr. Lightfoot, was present; and you were present?</p> <p>A: Yes, sir, I remember meeting with Mr. Beaulieu.</p> <p>Q: And that meeting was recorded, if you – do you recall that?</p> <p>A: I believe that's correct, yeah, tape recorded.</p> <p>Q: Right.</p> <p>Do you recall Mr. Beaulieu stating the following? “Any charge cards that you may – you have you cannot use any longer. So, basically, you're on a cash basis now. I have no further questions except have you made your first payments.”</p> <p>Did I read that accurately?</p> <p>A: Yes, sir.</p> <p>Q: So, you were told by Mr. Beaulieu that you couldn't incur any more credit there, on credit cards, correct?</p> <p>A: I'm not sure it was there, but I'm</p>				
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	<p>sure it was part of the explanation at some point.</p> <p>Q: Well, going back to –</p> <p>A: When you ask – I only meant in reference to the statement. Yes, it’s –</p> <p>Q: Right.</p> <p>A: – contained in there, and I knew that.</p> <p>Q: And it was your understanding – and that’s what I’m trying to find out, sir – that you couldn’t incur more credit while in bankruptcy, correct?</p> <p>A: That’s correct. (Porteous 5th Cir. Hrg. at 61–62 (HP Ex. 10)).</p>				
230.	On May 16, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 308).	X			
231.	On May 16, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00061520. Judge Porteous repaid that marker the same day with chips. (HP Ex. 308).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 16, 2001, Judge Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00061520, which he redeemed that same day with chips.
232.	On June 20, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 310).	X			
233.	On June 20, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00062678. Judge Porteous repaid that marker the same day with chips. (HP Ex. 310).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on June 20, 2001, Judge Porteous

				executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00062678, which he redeemed that same day with chips.
234.	On May 26–27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 309).	X		
235.	On May 26, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141028. (HP Ex. 309).		X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 26, 2001, Judge Porteous executed one \$500 marker at the Grand Casino Gulfport, identified by marker number MK141028, which was redeemed on May 27, 2001.
236.	On May 27, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141325. Judge Porteous repaid \$900 to the casino that same day. (HP Ex. 309).		X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 27, 2001, Judge Porteous executed one \$500 marker at the Grand Casino Gulfport, identified by marker number MK141325, which he redeemed that same day.
237.	On May 28, 2001, Judge Porteous wrote a \$100 check to the Grand Casino Gulfport, which cleared his Bank One checking account on May 30, 2001. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 309).		X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that he tendered a check dated May 28, 2001, and numbered 4087 in the amount of \$100 to the Grand Casino Gulfport, which cleared his Bank One bank

					account on May 30, 2001.
238.	On June 28, 2001, U.S. Bankruptcy Judge William Greendyke signed an "Order Confirming the Debtor's Plan and Related Orders" in Judge Porteous's bankruptcy case. Judge Porteous received a copy of this order. (HP Ex. 133).			X	Judge Porteous opposes this proposed stipulation in part because the House has not proffered evidence sufficient to establish that Judge Porteous received a copy of the referenced order.
239.	Paragraph 4 of the June 28, 2001 Order signed by Judge Greendyke stated as follows: The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee. Failure to obtain such approval may cause the claim for such debt to be unallowable and non-dischargeable. (HP Ex. 133).		X		
240.	At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the June 28, 2001 Order signed by Judge Greendyke: Q: Okay. Now, on June 2nd [sic], are you familiar with the order signed by Bankruptcy Judge Greendyke? And this is from Exhibit 1, Bates Number SC50, Exhibit 1 being the certified copy of the bankruptcy file. "It is ordered that," going down to Number 4, "the debtors shall not incur additional debt during the term of this plan except upon written approval of the trustee." Did I read that correctly? A: You did. Q: Was that your understanding at the time?			X	Judge Porteous opposes this proposed stipulation because it attempts to improperly use compelled, immunized testimony; it attempts to circumvent Judge Porteous's pending motion to exclude such testimony; and it improperly removes the selectively-quoted material from its context.

	<p>A: In the order, it was.</p> <p>Judge Lake: What's the date of that document?</p> <p>Mr. Finder: July 2nd, 2001, was the docket date. It was signed by Judge Greendyke on June 28th, 2001. (Porteous 5th Cir. Hrg. at 62 (HP Ex. 10)).</p>				
241.	Judge Porteous was subject to the terms of the June 28, 2001 Order until his Chapter 13 bankruptcy was discharged on July 22, 2004. (HP Ex. 137).	X			
242.	In December 2002, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous to refinance his home.	X			
243.	On December 20, 2002, Judge Porteous was granted permission to refinance his home by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 339).	X			
244.	In December 2002 or January 2003, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous and his wife Carmella to enter into new car lease agreements.	X			
245.	On January 3, 2003, Judge Porteous was granted permission to enter into two new car lease agreements by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 340).			X	Judge Porteous opposes this proposed stipulation because it is not true. Judge Porteous will stipulate that Chapter 13 Trustee Beaulieu sent Claude Lightfoot a letter dated January 2, 2003, stating that Mr. Beaulieu had no objection to the Porteouses entering into new car leases.

246.	On July 19, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 311).	X			
247.	On July 19, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063615. Judge Porteous repaid that marker the same day in chips. (HP Ex. 311).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on July 19, 2001, Judge Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00063615, which he redeemed that same day with chips.
248.	On July 23, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 312).	X			
249.	On July 23, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063744. Judge Porteous repaid that marker the same day in chips. (HP Ex. 312).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on July 23, 2001, Judge Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00063744, which he redeemed that same day with chips.
250.	On August 20–21, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 313(a)).	X			
251.	On August 20, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064677, 00064680, and 00064685. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 313(a)).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on August 20, 2001, Judge Porteous executed three \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00064677, 00064680, and

				00064685, each of which he redeemed that same day with chips.
252.	On August 21, 2001, Judge Porteous took out five \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746. Judge Porteous repaid marker numbers 00064729 and 00064744 the same day with chips. (HP Ex. 313(a)).		X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on August 21, 2001, Judge Porteous executed five \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746, two of which (marker numbers 00064729 and 00064744) he redeemed that same day with chips.
253.	When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on August 21, 2001, he owed \$3,000 to the casino. (HP Ex. 309).		X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on August 21, 2001, three \$1,000 markers were outstanding.
254.	On September 9, 2001, Judge Porteous repaid marker number 00064739, in the amount of \$1,000, to the Treasure Chest Casino in Kenner, Louisiana with cash, leaving a balance of \$2,000 owed to the casino. (HP Ex. 313(a)).		X	Judge Porteous opposes both the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate that, on September 9, 2001, Judge Porteous redeemed with cash Treasure Chest Casino marker numbers 00064739 and 00064746.
255.	On September 15, 2001, Judge Porteous paid \$2,000 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00064730 and 00064746. (HP Ex. 313(a)).		X	Judge Porteous opposes both the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate that, on

					September 15, 2001, Judge Porteous redeemed with cash Treasure Chest Casino marker number 00064730.
256.	On October 13, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 315).	X			
257.	On October 13, 2001, Judge Porteous took out two \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066463 and 00066465. Judge Porteous repaid both markers the same day with chips. (HP Ex. 315).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 13, 2001, Judge Porteous executed two \$500 markers at the Treasure Chest Casino, identified by marker numbers 00066463 and 00066465, both of which he redeemed that same day with chips.
258.	On October 17-18, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 316).	X			
259.	On October 17, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066625, 00066627, and 00066644, and he also took out five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous repaid marker numbers 00066630, 00066632, and 00066633 the same day with chips. (HP Ex. 316).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 17, 2001, Judge Porteous executed three \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00066625, 00066627, and 00066644, and five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous will further stipulate that on the same day, October 17, 2001, he

					redeemed the markers numbered 00066630, 00066632, and 00066633 with chips.
260.	On October 18, 2001, Judge Porteous took out a \$400 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number M2B459. (HP Ex. 316).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 18, 2001, Judge Porteous executed one \$400 marker at the Treasure Chest Casino, identified by marker number M2B459.
261.	When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on October 18, 2001, he owed \$4,400 to the casino. (HP Ex. 309)			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on October 18, 2001, three \$1,000 markers, two \$500 markers, and one \$400 marker were outstanding.
262.	On October 25, 2001, Judge Porteous withdrew \$1,760 from his Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 381).		X		
263.	On October 30, 2001, Judge Porteous deposited the \$1,760 check from his Individual Retirement Account, issued by National Financial Services LLC, into his Fidelity money market account. (HP Ex. 381).		X		
264.	On November 9, 2001, Judge Porteous wrote a check for \$1,800 from his Fidelity money market account, identified by check number 589, to the Treasure Chest Casino, repaying marker number 00066625 in its entirety and repaying \$800 of marker number 00066627. Judge Porteous repaid the remaining \$200 of			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 9, 2001, Judge Porteous redeemed Treasure Chest Casino

	marker number 00066627 with cash that same day. (Exs. 316, 381).				markers numbered 00066625 and 00066627 with \$200 in cash and a check, drawn on this Fidelity Homestead Association money market account and numbered 589, in the amount of \$1,800.
265.	On November 9, 2001, Judge Porteous paid \$2,400 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00066640, 00066644, 00066645, and M2B459. (HP Ex. 316).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 9, 2001, Judge Porteous redeemed with cash Treasure Chest Casino markers numbered 00066640, 00066644, 00066645, and M2B459.
266.	On November 27, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 318).	X			
267.	On November 27, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00067888 and 00067893. Judge Porteous repaid both markers the same day with chips. (HP Ex. 318).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 27, 2001, Judge Porteous executed two \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00067888 and 00067893, both of which he redeemed that same day with chips.
268.	On December 11, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 319).	X			
269.	On December 11, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will

	00068410 and 00068415. Judge Porteous repaid both markers the same day with chips. (HP Ex. 319).				stipulate that, on December 11, 2001, Judge Porteous executed two \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00068410 and 00068415, both of which he redeemed that same day with chips.
270.	On April 1, 2002, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 322).	X			
271.	On April 1, 2002, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00072228 and 00072229, and he also took out one \$500 marker identified by marker number 00072234. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 322).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 1, 2002, Judge Porteous executed two \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00072228 and 00072229, and one \$500 marker, identified by marker number 00072234, all three of which he redeemed that same day with chips.
272.	On September 28, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 314).	X			
273.	On September 28, 2001, Judge Porteous took out two \$1,000 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0099123 and 0099130. (HP Ex. 314).			X	Judge Porteous opposes the characterization this proposed stipulation. Judge Porteous will stipulate that, on September 28, 2001, Judge Porteous executed two \$1,000 markers at Harrah's Casino in New Orleans, identified by marker numbers 0099123 and 0099130, which were

					redeemed that same day by check.
274.	On September 28, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker numbers 0099123 and 0099130. Judge Porteous's check cleared Harrah's Casino on October 28, 2001. (HP Ex. 314).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on September 28, 2001, Judge Porteous redeemed Harrah's Casino markers numbered 0099123 and 0099130 by check. The House has not provided information sufficient to determine when that check cleared.
275.	On December 20, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 320).	X			
276.	On December 20, 2001, Judge Porteous took out a \$1,000 marker at Harrah's Casino in New Orleans, Louisiana, identified by marker number 0106851. (HP Ex. 320).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on December 20, 2001, Judge Porteous executed one \$1,000 marker at Harrah's Casino in New Orleans, identified by marker number 0106851, which he redeemed that same day by check.
277.	On December 20, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker number 0106851. Judge Porteous's check cleared Harrah's Casino on November 9, 2002. (HP Ex. 320).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on December 20, 2001, Judge Porteous redeemed Harrah's Casino marker number 0106851 by check. The House has not provided information sufficient to determine when that check cleared.

278.	On October 31–November 1, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi.	X		
279.	On October 31, 2001, Judge Porteous took out five \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 164622, 164628, 164637, 164649, and 164652. (HP Ex. 317).			X Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 31, 2001, Judge Porteous executed five \$500 markers at the Beau Rivage Casino, identified by marker numbers 164622, 164628, 164637, 164649, and 164652, each of which he redeemed on November 1, 2001, with chips.
280.	On November 1, 2001, Judge Porteous took out a \$500 marker at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker number 164659. Judge Porteous repaid \$2,500 with chips at the cage that day and repaid another \$500 with chips at the pit. (HP Ex. 317).			X Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 1, 2001, Judge Porteous executed one \$500 marker at the Beau Rivage Casino, identified by marker number 164659, which he redeemed that same day in connection with the \$3,000 in chips that Judge Porteous paid to the casino on November 1, 2001.
281.	On February 12, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 321).	X		
282.	On February 12, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK169742. Judge Porteous repaid that marker the same day. (HP Ex. 321).			X Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on February 12, 2002, Judge Porteous executed one \$1,000

					marker at the Grand Casino Gulfport, identified by marker number MK169742, which he redeemed that same day.
283.	On May 26, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 323).	X			
284.	On May 26, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK179892. Judge Porteous repaid that marker the same day. (HP Ex. 323).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 26, 2002, Judge Porteous executed one \$1,000 marker at the Grand Casino Gulfport, identified by marker number MK179892, which he redeemed that same day.
285.	On July 4–5, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 325).	X			
286.	On July 4, 2002, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK183825 and MK183833. (HP Ex. 325).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on July 4, 2002, Judge Porteous executed two \$1,000 markers at the Grand Casino Gulfport, identified by marker numbers MK183825 and MK183833, the first of which he redeemed on July 5, 2002.
287.	On July 5, 2002, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK183917. Judge Porteous repaid \$1,200 to the			X	Judge Porteous opposes the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate

	casino that day. (HP Ex. 325).				that, on July 5, 2002, Judge Porteous executed one \$500 marker at the Grand Casino Gulfport, identified by marker number MK183917, which he redeemed that same day.
288.	When Judge Porteous left the Grand Casino Gulfport in Gulfport, Mississippi on July 5, 2002, he owed \$1,300 to the casino. (HP Ex. 325).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Grand Casino Gulfport on July 5, 2002, one \$1,000 marker, identified by marker number MK183833, and one \$300 "CCHK," identified by number RP001259, were outstanding.
289.	On August 2, 2002, Judge Porteous wrote a \$1,300 check to the Grand Casino Gulfport in Gulfport, Mississippi, which cleared his Fidelity money market account on August 6, 2002. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 325).			X	Judge Porteous opposes the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate that, on August 2, 2002, Judge Porteous redeemed one \$1,000 marker, identified by marker number MK183833, and one \$300 "CCHK," identified by number RP001259, with a check in the amount of \$1,300 drawn on his Fidelity Homestead Association money market account, which cleared that account on August 6, 2002.
290.	On August 13, 2001, Judge Porteous applied for a Capital One credit card. (HP Ex. 341(a)).	X			
291.	Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu,	X			

	Jr. to obtain or use a new Capital One credit card.				
292.	Judge Porteous was approved for a Capital One credit card with a \$200 limit in August 2001. (HP Ex. 341(b)).	X			
293.	Judge Porteous started using his Capital One credit card on September 17, 2001, when he charged \$39.03 at Lucys Restaurant in New Orleans, Louisiana. (HP Ex. 341(b)).		X		Judge Porteous opposes this proposed stipulation because it is not true. According to the document relied upon by the House, the first charge incurred on this credit card appears to have occurred in August 2001.
294.	Judge Porteous exceeded his \$200 credit limit on his Capital One credit card for the statement period of September 14, 2001 to October 13, 2001, and, as a result, he was charged a \$29 "overlimit fee" on October 16, 2001. (HP Ex. 341(b)).			X	Judge Porteous opposes this proposed stipulation because it is inaccurate and/or incomplete. While an "overlimit fee" was assessed on October 16, 2001, that fee was removed on October 30, 2001.
295.	Judge Porteous Capital One credit card statements for the periods ending on December 13, 2001, January 13, 2002, September 13, 2002, December 13, 2002, January 13, 2003, February 13, 2003, and March 13, 2003 all showed that Judge Porteous had not paid his credit card balance in full. (HP Ex. 341(b)).			X	Judge Porteous opposes this proposed stipulation because it is inaccurate and incomplete. Judge Porteous will agree to the House's proposed stipulation if the House will (1) delete the references to December 13, 2001, and September 13, 2001, and (2) stipulate that Judge Porteous paid in full the balance on his Capitol One credit card due on: October 13, 2001, November 13, 2001, December 13, 2001, March 13, 2002, April 13, 2002, May 13, 2002, June 13, 2002,

					July 13, 2002, August 13, 2002, September 13, 2002, and November 13, 2002.
296.	Judge Porteous's Capital One credit card statement for the time period of May 14, 2002 to June 13, 2002 showed that Judge Porteous's credit limit was increased to \$400. (HP Ex. 341(b)).	X			
297.	Judge Porteous's Capital One credit card statement for the time period of November 14, 2002 to December 13, 2002 showed that Judge Porteous's credit limit was increased to \$600. (HP Ex. 341(b)).	X			
298.	On July 4, 2002, Judge Porteous requested and was granted a credit limit increase from \$2,000 to \$2,500 at the Grand Casino Gulfport in Gulfport, Mississippi by filling out a "Credit Line Change Request" form. (HP Ex. 324).			X	Judge Porteous will stipulate that, on July 4, 2002, he requested a temporary credit limit increase from \$2,000 to \$2,500 at the Grand Casino Gulfport.
299.	Judge Porteous took out \$2,500 in markers at the Grand Casino Gulfport in Gulfport, Mississippi on July 4-5, 2002. (HP Ex. 325).			X	Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, between July 4 and 5, 2002, Judge Porteous executed two \$1,000 markers and one \$500 marker at the Grand Casino Gulfport, three-fifths of which he redeemed on July 5, 2002.
300.	Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to apply for an increased credit limit at the Grand Casino Gulfport in Gulfport, Mississippi.	X			

<u>JUDGE PORTEOUS'S BACKGROUND CHECK AND CONFIRMATION</u>				
301.	In 1994, Judge Porteous, in connection with his nomination to be a Federal judge, was subject to an FBI background investigation, was required to fill out various forms and questionnaires, and was interviewed by the FBI.	X		
302.	In connection with his nomination to be a Federal judge, Judge Porteous filled out and signed a document entitled "Supplement to Standard Form 86." (HP Ex. 69 (b) at PORT00298).	X		
303.	The Supplement to Standard Form 86 filled out by Judge Porteous contains the following question and answer: Question 10S: 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? Answer: "No."	X		Judge Porteous opposes this proposed stipulation on the grounds that the document speaks for itself and that the entire document should be admitted into evidence.
304.	The Supplement to Standard Form 86 was signed by Judge Porteous under the following statement: I understand that the information being provided on this supplement to the SF- 86 is to be considered part of the original SF- 86 dated April 27, 1994 and a false statement on this form is punishable by law.	X		Judge Porteous opposes this proposed stipulation on the grounds that the document speaks for itself and that the entire document should be admitted into evidence.
305.	On or about July 6, 1994 in connection with his FBI background investigation, Judge Porteous was interviewed by the FBI and, according to their interview memorandum, he stated in substance that "he was not concealing any activity or	X		Judge Porteous opposes this proposed stipulation on the grounds that the document speaks for itself and that the entire document should be

	conduct that could be used to influence, pressure, coerce, or compromise him in any way or that would impact negatively on the candidate's character, reputation, judgment or discretion." (HP Ex. 69 (b) at PORT 000000294).				admitted into evidence.
306.	On August 18, 1994, in connection with his FBI background investigation, Judge Porteous was interviewed a second time by the FBI and, according to their interview memorandum, he stated in substance that "he was unaware of anything in his background that might be the basis of attempted influence, pressure, coercion or compromise and/or would impact negatively on his character, reputation, judgment or discretion." (HP Ex. 69 (b) at PORT 000000493-94).		X		Judge Porteous opposes this proposed stipulation on the grounds that the document speaks for itself and that the entire document should be admitted into evidence.
307.	During the Senate confirmation process, Judge Porteous was required to complete a United States Senate Committee on the Judiciary Questionnaire for Judicial Nominees. As part of the Questionnaire, Judge Porteous was asked the following question and provided the following answer: Question 11: Please advise the Committee of any unfavorable information that may affect your nomination. Answer: To the best of my knowledge, I do not know of any unfavorable information that may affect my nomination. (HP Ex. 69 (a) at PORT000049).		X		Judge Porteous opposes this proposed stipulation on the grounds that the document speaks for itself and that the entire document should be admitted into evidence.
308.	The United States Senate Committee on the Judiciary required that an affidavit be submitted by Judge Porteous along with the completed Questionnaire for Judicial Nominees. The affidavit signed by Judge Porteous and a notary reads as follows:		X		Judge Porteous opposes this proposed stipulation on the grounds that the document speaks for itself and that the entire document should be admitted into evidence.

	<p>Affidavit</p> <p>I, Gabriel Thomas Porteous, Jr., do swear that the information provided in this statement is, to the best of my knowledge, true and accurate.</p> <p>Gretna, Louisiana, this 6 day of September, 1994. (HP Ex. 69 (a) at PORT 000050).</p>				
<u>AUTHENTICITY OF EXHIBITS</u>					
309.	<p>The exhibits listed on the House's August 5, 2010 Exhibit list are authentic.</p>			X	<p>Judge Porteous will stipulate that, based on his present information, the exhibits listed on the House's August 5, 2010 Exhibit List are authentic. Judge Porteous reserves the right, however, to revoke or amend this stipulation based on later acquired information. Moreover, Judge Porteous does not stipulate to, and expressly reserves the right to challenge or object to, the admissibility and/or relevance of such exhibits.</p>

Respectfully submitted,

/s/ Jonathan Turley
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/s/ Daniel C. Schwartz

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Counsel for G. Thomas Porteous, Jr.
United States District Court Judge
for the Eastern District of Louisiana

Dated: August 12, 2010

CERTIFICATE OF SERVICE

I hereby certify that on August 12, 2010, I served copies of the foregoing by electronic means on the House Managers, through counsel, at the following email addresses:

Alan Baron – abaron@sevfarth.com

Mark Dubester – mark.dubester@mail.house.gov

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Nafees Syed – nafecs.syed@mail.house.gov

/s/ Daniel T. O'Connor _____

In The Senate of the United States
Sitting as a Court of Impeachment

In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)

**THE HOUSE OF REPRESENTATIVES' RESPONSES AND OBJECTIONS TO
JUDGE G. THOMAS PORTEOUS JR.'S PROPOSED STIPULATIONS OF FACT**

The House of Representatives (the "House"), through its Managers and counsel, respectfully responds as follows to Judge G. Thomas Porteous Jr.'s Proposed Stipulations of Fact:

INTRODUCTION

In an effort to streamline the trial, the House attempted to craft its proposed stipulations as neutrally as possible, rooted in uncontested and incontestable facts. Thus, for example, the House proposed stipulations as to dates associated with Judge Porteous's life and career, his nomination to the federal bench, bare-bones procedural facts associated with the Fifth Circuit Special Committee Hearing (the "Fifth Circuit Hearing"), the procedural history of the Liljeberg case, and Judge Porteous's financial activities that flow directly from financial records. The only portions of transcripts that the House has designated in its stipulations are those that contain Judge Porteous's own statements (or, in one instance, where he was physically present to hear the statement being given), and even these reflect an effort to be inclusive of surrounding questions and answers so that there can be no issue as to context.

Where Judge Porteous has offered stipulations of a similar nature, the House has agreed. Where Judge Porteous has offered stipulations that are acceptable in principle if Judge Porteous

could provide the House with some level of factual support, the House has so indicated. Where the House feels that the parties are close to agreement, but for minor concerns with wording, the House has offered language that would cure its objections or has otherwise indicated it is amenable to alternative wording that would cure its objections.

However, Judge Porteous has proposed hundreds of stipulations that bear no resemblance to traditional stipulations. His proposed stipulations include, for example, characterizations of the Articles of Impeachment, characterizations of the contents of documents (where the documents otherwise speak for themselves), as well as hundreds of proposed stipulations based on selected snippets of deposition testimony. Many of Judge Porteous's proposed stipulations are plainly argumentative and are replete with unnecessary adverbs and sweeping generalizations. No fair reading of the vast majority of Judge Porteous's stipulations suggests they have been crafted with an eye toward seeking agreement from the House.

By far the most substantial category of objectionable stipulations involves those that either summarize testimony from or cite to excerpts from the August 2, 2010 depositions of Robert Creely, Jacob Amato and Louis and Lori Marcotte. Even if these witnesses are likely to testify consistently at trial with their prior testimony, the House cannot agree that the substance of the witness testimony comprises uncontested "facts."¹ The same witnesses made statements that were damaging to Judge Porteous in the "cross" portion of their depositions. This effort by Judge Porteous to pick and choose isolated statements in support of his narrative is transparent, and is not reasonably designed to achieve agreement by the House. Accordingly, the House is generally unwilling to stipulate to facts or quotes rooted to specific sentences in the deposition

¹ The few stipulations proposed by the House that are based on witness testimony alone are neutrally written and relate to facts known personally to Judge Porteous.

transcripts where the witnesses have given several statements, all of which must be considered to place any statement in context.

This discussion, however, supports the broader point: For reasons so aptly illustrated by Judge Porteous's own proposed stipulations, it is apparent that all the transcripts of witness testimony should be admitted into evidence, precisely because some of the testimony may be relied on by one side and some by the other. Both Judge Porteous and the House would then be free to make whatever points each party would seek to make from all the transcripts (to supplement, corroborate or contradict the live testimony).

The same concerns pertain to Judge Porteous's attempts to weave narratives from snippets of the FBI background check documents, or the procedural background at the Fifth Circuit. As to the former, Judge Porteous has referred to a series of FBI interviews in a manner that suggests that the Senate had a wealth of knowledge of a corrupt Marcotte-Porteous relationship prior to confirming him. A reading of the entire background check file would reveal that the Senate knew nothing of the sort. As to the latter, Judge Porteous's proposed stipulations relating to the denial of his continuance motion at the Fifth Circuit fail to reference the fact that he had already been through two lawyers and had obtained one prior continuance as of the date of making his request at the Fifth Circuit hearing. Such stipulations are nearly all objectionable as being materially incomplete. As with Judge Porteous's proposed stipulations based on deposition testimony, the parties' different views of what the records show makes the point that the entire records, including the record of the Fifth Circuit Hearing, should be admitted into evidence.

Finally, it should be noted that many of the stipulations proposed by Judge Porteous have little to do with the actual Articles of Impeachment. As an example, Judge Porteous proposes a

series of stipulations as to the things of value that the Marcottes gave judges other than Judge Porteous, and whether those judges were prosecuted, presumably to support the contention that other judges did worse things than Judge Porteous but were not criminally prosecuted.² Judge Porteous even seeks stipulations that involve interpretations of law, such as requests that the House stipulate as to “facts” associated with Impeachment history. These, of course, have nothing to do with proof of the facts associated with the Articles and would not be binding on the Senate in any event.

This Introduction describes some of the recurring objections in a way that will permit a more summary statement of objections to each of the proposed stipulations in the next Section. Nonetheless, the House has agreed to all factually accurate stipulations and will continue to work with Judge Porteous’s counsel to resolve as many objections as possible without the need for intervention by the Committee.

**RESPONSES AND OBJECTIONS TO
JUDGE PORTEOUS’S STIPULATIONS OF FACT**

1. Judge Porteous graduated from Cor Jesu, now Brother Martin, High School was honored as the alumnus of the year there in 1997.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

2. Judge Porteous graduated from LSU in 1968 and the LSU law school 1971.

House Response: Agreed. The House will stipulate to this fact.

3. In 1984, Judge Porteous was elected Judge to an open seat of the 24th JDC in Jefferson Parish, Louisiana without opposition.

² The House notes this is but one example of factual areas that Judge Porteous seeks to pursue that that are wholly irrelevant to the Articles in this case. Nonetheless, the House will stipulate, for example, that certain individuals are presently judges on the state court bench in New Orleans because there is no reason for Judge Porteous to have to call a witness to testify to that fact (if that fact were ultimately determined to be relevant). In stipulating to any proposed fact by Judge Porteous, however, the House does not waive its right to object to the relevance of that fact at trial.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

4. In 1990, Judge Porteous was re-elected without opposition.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

5. The FBI investigated Judge Porteous and he was never charged with a single criminal act as a state or federal judge.

House Response: The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

6. Judge Porteous was not impeached for any bribe or kickback received as a state or federal judge.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to stipulate with regard to what the Articles of Impeachment do or do not allege.

7. The Federal Bureau of Investigation and a grand jury empanelled in the Eastern District of Louisiana conducted an investigation for several years and at the conclusion of the investigation "[t]he Department [] determined that it will not seek criminal charges against Judge Porteous." (*See* HP Ex. 004.)

House Response: Objection. The House seeks to admit the entire May 18, 2007 DOJ letter so that statements made in that letter cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that letter.

8. The New Orleans Division of the FBI conducted an investigation into allegations of judicial corruption in the 24th JDC. That investigation resulted in the convictions of fourteen defendants, including several 24th JDC judges, the owners of a bail bonding business, and other state court litigants and officials. (*See* HP Ex. 004.) Judge Porteous was never charged or convicted.

House Response: The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

9. On May 18, 2007, the Justice Department wrote a letter stating "In reaching its decision not to bring other available charges that are not time barred, the Department weighed the government's heavy burden of proof in a criminal trial and the obligation to carry that burden to a unanimous jury; concerns about the materiality of some of the Judge Porteous's false statements; the special difficulties of proving *mens rea* and intent to deceive beyond a reasonable doubt in a case of this nature, and the need to provide consistency in charging decision concerning bankruptcy and criminal contempt matters." (HP Ex. 004.)

House Response: Objection. The House seeks to admit the entire May 18, 2007 DOJ letter so that statements made in that letter cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that letter.

10. On August 28, 2007, Chief Judge Jones filed a “Complaint of Judicial Misconduct” declaring: “I initiate, nunc pro tunc, a complaint of judicial misconduct concerning the Honorable Thomas G. Porteous, Jr. (sic).”

House Response: Agreed in part. The House will stipulate that Chief Judge Jones initiated a “Complaint of Judicial Misconduct” concerning Judge Porteous on August 28, 2007. The House seeks to admit the entire August 28, 2007 Complaint of Judicial Misconduct so that statements made in the Complaint cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that Complaint.

11. The Fifth Circuit Judicial Council (the “Fifth Circuit”) convened a Special Investigatory Committee to review the DOJ’s allegations against Judge Porteous. (See HP Ex. 005.)

House Response: Agreed. The House will stipulate to this fact.

12. The Fifth Circuit subsequently appointed a three-judge panel to hold a hearing on Monday, October 29, 2007, chaired by Chief Judge Edith Jones. The hearing was held over the strenuous objections of Judge Porteous (representing himself at the time). (See HP Ex. 005.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is factually inaccurate and materially misleading. The House will stipulate that on May 24, 2007, Judge Porteous was notified by Chief Judge Edith Jones that Judge Jones, Judge Fortunato P. Benavides, and Judge Sim Lake had been appointed as a special committee to investigate the May 18, 2007 DOJ complaint. (SC00849). The House will further stipulate that a hearing was held by the Special Investigatory Committee from October 29–30, 2007. The House seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to any characterizations of that transcript.

13. Chief Judge Edith Jones required Judge Porteous to testify before he had received the actual order granting him immunity and before he could even review the extent of the immunity granted. (See HP Ex. 010.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading. The House also seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out of context.

14. At the Fifth Circuit's hearing, Ron Woods, appointed as co-counsel for the Fifth Circuit, admitted to Judge Edith Jones that Judge Porteous did not receive the order before the hearing. (See HP Ex. 010.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading. The House also seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out of context.

15. The order compelling Judge Porteous's testimony before the Fifth Circuit was signed three weeks before the hearing where it was presented to Judge Porteous for the first time. (See HP Ex. 010.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is argumentative and misleading. The House will agree to stipulate that the Porteous Immunity Order was signed by Chief Judge Jones on October 5, 2007.

16. At the Fifth Circuit's hearing, Judge Porteous asked for a continuance so that he could review the order.

House Response: Objection. The House seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to any characterizations of that transcript.

17. Witnesses are generally allowed to see immunity orders before testifying.

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

18. At the Fifth Circuit hearing, when Judge Porteous asked for time to review the immunity order, Judge Edith Jones, responded that "immunity is better than non immunity, sir. Continuance is denied. You may take the stand." (HP Ex. 010.)

House Response: Objection. The House seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that transcript.

19. At the Fifth Circuit's hearing, Judge Benavides stated that Judge Porteous was granted immunity and would not be testifying but for that grant of immunity.

House Response: Objection. The House seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out

of context. The House declines to stipulate to excerpts from that transcript.

20. In response to Judge Benavides statement,, Larry Finder, co-counsel for the Judicial Council, agreed and made clear that the grant of statutory immunity is co-extensive with Judge Porteous’s Fifth Amendment right against self-incrimination. (*See* HP Ex. 010.)

House Response: Objection. The House seeks to admit the entire Fifth Circuit hearing transcript, so that testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that transcript.

21. Robert Creely and Judge Porteous have known each other since 1974. (*See* Tr. of Robert Creely Dep., taken on August 2, 2010 (hereinafter “Tr. of Creely Dep.”), at 9.)

House Response: Agreed in part. The House will stipulate that Robert Creely and Judge Porteous have known each other since *approximately* 1974.

22. From the early 1970s through the early 2000s, Judge Porteous and Robert Creely were very close friends. (*See* Tr. of Creely Dep. at 10-11, 134.)

House Response: Objection. The House seeks to admit all prior testimony of Robert Creely,³ so that his testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from Mr. Creely’s testimony.

23. Robert Creely first met Judge Porteous when Mr. Creely joined the law firm of Edwards, Porteous, & Amato. (*See* Tr. of Creely Dep. at 9.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

24. Judge Porteous’s children have in the past referred to Robert Creely as “Uncle Bob.” (*See* Tr. of Creely Dep. at 11.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

25. Robert Creely is a friend of Judge Martha Sassone. (*See* Tr. of Creely Dep. at 28.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

³ All prior testimony of Robert Creely refers to Mr. Creely’s grand jury testimony, Fifth Circuit Hearing testimony, Task Force deposition testimony, Task Force Hearing testimony, and Senate Impeachment Trial Committee deposition testimony.

26. Robert Creely is a friend of Judge Ross LaDart. (*See* Tr. of Creely Dep. at 28.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

27. Jacob Amato and Judge Porteous have known each other since the early 1970s. (*See* Tr. of Jacob Amato Dep., taken on August 2, 2010, at 8:02-15, hereinafter "Tr. of Amato Dep.")

House Response: Agreed. The House will stipulate to this fact.

28. From the early 1970s through the early 2000s, Jacob Amato considered Judge Porteous to be a "good friend." (*See* Tr. of Amato Dep. at 11:02-05.)

House Response: Objection. The House seeks to admit all prior testimony of Jacob Amato,⁴ so that his testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from Mr. Amato's testimony.

29. Judge Porteous worked with Jacob Amato when they both were prosecutors with the Jefferson Parish District Attorney's Office. (*See* Tr. of Amato Dep. at 8:02-15.)

House Response: Agreed. The House will stipulate to this fact.

30. When Judge Porteous began working at the Jefferson Parish District Attorney's office in the early 1970s, Jacob Amato was assigned to train Judge Porteous. (*See* Tr. of Amato Dep. at 8:02-15.)

House Response: Agreed. The House will stipulate to this fact.

31. Jacob Amato, Judge Porteous, and Marion Edwards formed a law partnership in 1973. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 5; *see also* Tr. of Amato Dep. at 9:19-10:04.)

House Response: Agreed. The House will stipulate to this fact.

32. The law partnership that Jacob Amato, Judge Porteous, and Marion Edwards formed in 1973 was named Edwards, Porteous, and Amato. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 5; *see also* Tr. of Amato Dep. at 9:19-10:04.)

House Response: Agreed. The House will stipulate to this fact.

33. Pursuant to state rules that allowed Assistant District Attorneys to maintain a private practice, Judge Porteous continued to serve as an Assistant District Attorney while he

⁴ All prior testimony of Jacob Amato refers to Mr. Amato's grand jury testimony, Fifth Circuit Hearing testimony, Task Force deposition testimony, Task Force Hearing testimony, and Senate Impeachment Trial Committee deposition testimony.

was a partner of Edwards, Porteous, and Amato. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 5.)

House Response: Agreed. The House will stipulate to this fact.

34. Jacob Amato and Robert Creely practiced law together from approximately 1973 until 2005. (*See* Tr. of Amato Dep. at 10:11-21; *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 26.)

House Response: Agreed. The House will stipulate to this fact.

35. Judge Porteous's children have in the past referred to Jacob Amato as "Uncle Jake." (*See* Tr. of Amato Dep. at 11:14-17.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

36. Jacob Amato was friends with all of the state court judges in the 24th Judicial District. (*See* Tr. of Amato Dep. at 14:04-15.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

37. Jacob Amato was friends with Judges Petri, McManus, Bengel, and Collins. (*See* Tr. of Amato Dep. at 14:04-15.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

38. Jacob Amato stated that "there wasn't that many judges and there wasn't that many lawyers that you didn't get to be friends with them if you practiced law." (*See* Tr. of Amato Dep. at 14:09-15.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

39. Jacob Amato was not aware of Judge Porteous's financial situation prior to Judge Porteous becoming a state judge or thereafter. (*See* Tr. of Amato Dep. at 11:25-12:07, 30:11-13.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

40. Jacob Amato stated that "most of the judges were friends of mine before they became judges, and all of them remained close friends after they became judges." (*See* Tr. of Amato Dep. at 22:12-17.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

41. Robert Creely and Judge Porteous went to lunch regularly while Judge Porteous was a state court judge. (*See* Tr. of Creely Dep. at 13.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

42. In addition to Judge Porteous, Robert Creely also went to lunch with most of the other judges in the 24th Judicial District. (*See* Tr. of Creely Dep. at 14, 127.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

43. Between 1984 and 1994, it was customary for state court judges in the 24th Judicial District to go to lunch with attorneys practicing in and around Gretna, Louisiana. (*See* Tr. of Creely Dep. at 14, 16.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization. Moreover, as explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Creely is insufficient proof of this alleged fact.

44. When Robert Creely went to lunch with state court judges in the 1980s and 1990s, unless a campaign committee sponsored the lunch, either he or another attorney in attendance would pay for the meal. (*See* Tr. of Creely Dep. at 16-17.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

45. Robert Creely would pay for lunches that he attended with judges out of friendship with those judges. (*See* Tr. of Creely Dep. at 67.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

46. Robert Creely only knows of one state court judge who ever paid for a meal attended by other attorneys. (*See* Tr. of Creely Dep. at 16-17, 67-668.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

47. The single state court judge that Robert Creely knows to have paid for a meal attended by other attorneys only paid for one such meal. (*See* Tr. of Creely Dep. at 16.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

48. After Judge Porteous was appointed to the federal bench in 1994, Robert Creely had lunch with him “very much less frequently.” (*See* Tr. of Creely Dep. at 17-18.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

49. Robert Creely never expected to receive any advantage from the judges that he took to lunch. (*See* Tr. of Creely Dep. at 70.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

50. When Jacob Amato and Judge Porteous were both Assistant District Attorneys, they had lunch together “frequently.” (*See* Tr. of Amato Dep. at 12:16-20.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato’s testimony.

51. Jacob Amato and Judge Porteous continued to have lunch together until approximately 2003. (*See* Tr. of Amato Dep. at 12:21-13:09.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato’s testimony.

52. When Judge Porteous was a state judge, Jacob Amato continued to have lunch with him. (*See* Tr. of Amato Dep. at 13:19-21.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato’s testimony.

53. Jacob Amato also had lunch and dinner with other state court judges, including those he appeared before. (*See* Tr. of Amato Dep. at 14:01-03.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato’s testimony.

54. Jacob Amato believed that it was customary for lawyers in Gretna to have lunch together. (*See* Tr. of Amato Dep. at 13:10-18.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato’s testimony.

55. Jacob Amato believed that it was customary for lawyers to have lunches with judges. (*See* Tr. of Amato Dep. at 13:10-18.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

56. Jacob Amato believed it was customary for lawyers to buy lunch for judges. (*See* Tr. of Amato Dep. at 15:25-16:03.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

57. Jacob Amato did not see anything wrong with buying lunches for judges. (*See* Tr. of Amato Dep. at 15:25-16:03.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

58. According to Jacob Amato, Judge Porteous would buy lunch on occasion. (*See* Tr. of Amato Dep. at 15:18-21; *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 24 & n.95.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

59. It was well known that Judge Porteous and Jacob Amato knew each other, were friends, and had lunch together. (*See* Tr. of Amato Dep. at 16:15-19.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization. Moreover, as explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Amato is insufficient proof of this alleged fact.

60. Jacob Amato did not feel that his buying Judge Porteous lunch would affect judge Porteous's actions on the bench "in any way." (*See* Tr. of Amato Dep. at 20:04-08.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

61. Jacob Amato always thought Judge Porteous "did the right thing" irrespective of Amato having taken Judge Porteous to lunch. (*See* Tr. of Amato Dep. at 20:09-13.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

62. No federal rule or law bars federal judges from accepting meals from lawyers.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation

because it is a generalization, is materially misleading, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

63. No federal rule or law bars federal judges from encouraging state judges to follow practices such as granting bonds.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is materially misleading, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

64. During their friendship, Robert Creely and Judge Porteous went on several trips together. (*See* Tr. of Creely Dep. at 18.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

65. In addition to Judge Porteous, Robert Creely also went on trips with other state court judges. (*See* Tr. of Creely Dep. at 20.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

66. When Robert Creely invited other lawyers and judges to go on a trip with him, Mr. Creely paid the cost (if any) associated with that person's attendance. (*See* Tr. of Creely Dep. at 19-21.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

67. Robert Creely did not have any concern about taking judges on hunting or fishing trips. (*See* Tr. of Creely Dep. at 21.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

68. It was common in the 1990s for judges in Gretna, Louisiana to go on fishing and hunting trips with lawyers.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

69. Robert Creely only appeared before Judge Porteous a very limited number of times. (*See* Tr. of Creely Dep. at 32, 85-86.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

70. Robert Creely only recalls appearing before Judge Porteous three times. (*See* Tr. of Creely Dep. at 21, 85-86.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

71. Two of the three times that Robert Creely recalls appearing before Judge Porteous occurred when Judge Porteous was a state court judge. (*See* Tr. of Creely Dep. at 21-28.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

72. The third time that Robert Creely recalls appearing before Judge Porteous occurred when Judge Porteous was a federal district court judge. (*See* Tr. of Creely Dep. at 21-28.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

73. Robert Creely does not feel that there is anything improper about appearing before a judge with whom he is friends. (*See* Tr. of Creely Dep. at 30.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

74. Robert Creely does not feel that he received any special treatment in connection with the cases in which he appeared before Judge Porteous. (*See* Tr. of Creely Dep. at 23, 24-26, 28, 134.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

75. Jacob Amato recalls one case where he appeared before Judge Porteous in state court. (*See* Tr. of Amato Dep. at 19:19-03.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

76. Jacob Amato remembers that he lost the one case in which he appeared before Judge Porteous in state court. (*See* Tr. of Amato Dep. at 19:19-03.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

77. The House of Representatives has no evidence that Jacob Amato appeared before Judge Porteous in state court in any case where Mr. Amato prevailed in terms of a trial victory or judgment.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

78. According to Robert Creely, Mr. Creely gave Judge Porteous gifts of money because he was his friend. (*See* Tr. of Creely Dep. at 32, 49, 110.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

79. Robert Creely did not keep records of the gifts that he gave to Judge Porteous. (*See* Tr. of Creely Dep. at 33-34.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

80. The money that Robert Creely allegedly gave to Judge Porteous was Mr. Creely's personal money. (*See* Tr. of Creely Dep. at 36-37.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

81. The money that Robert Creely allegedly gave to Judge Porteous was not his law firm's (Amato & Creely PLC) money. (*See* Tr. of Creely Dep. at 36-37.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

82. Robert Creely did not claim any tax deduction for the money that he allegedly gave to Judge Porteous. (*See* Tr. of Creely Dep. at 37.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

83. Robert Creely did not claim any tax deduction for the money that he allegedly gave to Judge Porteous because that money was a gift. (*See* Tr. of Creely Dep. at 37.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

84. When Robert Creely and Jacob Amato were law partners they typically took equal draws of the income of their law firm. (*See* Tr. of Creely Dep. at 36, 89.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

85. Robert Creely did not expect to receive anything in return from Judge Porteous as a result of any gifts to Judge Porteous. (*See* Tr. of Creely Dep. at 49, 71.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

86. Robert Creely did not receive anything in return from Judge Porteous as a result of any gifts to Judge Porteous. (*See* Tr. of Creely Dep. at 49, 124.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

87. Robert Creely did not give Judge Porteous money with the intent of encouraging him to rule in Mr. Creely's favor. (*See* Tr. of Creely Dep. at 51.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

88. Robert Creely did not bribe Judge Porteous. (*See* Tr. of Creely Dep. at 72-73.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

89. There was no *quid pro quo* for the money that Robert Creely gave to Judge Porteous. (*See* Tr. of Creely Dep. at 83.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

90. Robert Creely does not recall ever telling Judge Porteous that a portion of the money that Mr. Creely gave Judge Porteous came from Jacob Amato. (*See* Tr. of Creely Dep. at 38.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

91. Robert Creely does not think that there is anything wrong with giving money to a friend. (*See* Tr. of Creely Dep. at 51.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

92. Robert Creely did not think that there was anything wrong with giving money to his friend Judge Porteous. (*See* Tr. of Creely Dep. at 83, 123-24.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

93. Robert Creely never hid the fact that he gave money to Judge Porteous. (*See* Tr. of Creely Dep. at 123.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

94. Robert Creely's estimation that he gave Judge Porteous a total of approximately ten thousand dollars is a guess. (*See* Tr. of Creely Dep. at 50.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

95. Robert Creely does not think that he gave Judge Porteous more than a total of ten thousand dollars. (*See* Tr. of Creely Dep. at 104.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

96. The only money that Robert Creely gave to Judge Porteous while he was a federal judge was the one thousand dollars that he gave to Jacob Amato to give to Judge Porteous in 1999. (*See* Tr. of Creely Dep. at 110, 117-18.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

97. Jacob Amato never thought Judge Porteous "swayed to rule in [his] favor because [they] were friends or rule against somebody because they weren't his friends." (*See* Tr. of Amato Dep. at 20:14-18.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

98. Jacob Amato does not think that Robert Creely's gifts or loans of money to Judge Porteous affected Judge Porteous's handling of judicial matters in any way. (*See* Tr. of Amato Dep. at 39:19-22.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

99. Jacob Amato thought Judge Porteous "called them as he saw them." (*See* Tr. of Amato Dep. at 21:02-10.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

100. Jacob Amato's knowledge relating to gifts or loans by Robert Creely to Judge Porteous is based solely on conversations Mr. Amato had with Mr. Creely. (*See* Tr. of Amato Dep. at 26:03-09.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

101. Any money that Jacob Amato gave to Robert Creely for the purpose of a gift or loan to Judge Porteous was his personal money. (*See* Tr. of Amato Dep. at 34:11-35:07.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

102. No money that Jacob Amato gave to Robert Creely for the purpose of a gift or loan to Judge Porteous was asset of the law firm Amato & Creely. (*See* Tr. of Amato Dep. at 34:11-35:07.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

103. Jacob Amato never had a conversation with Judge Porteous regarding a relationship between the assignment of curatorship cases and gifts or loans provided by Robert Creely to Judge Porteous. (*See* Tr. of Amato Dep. at 37:23-38:03.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

104. Jacob Amato is aware of no records of the total amount of cash that was given to Judge Porteous by Robert Creely. (*See* Tr. of Amato Dep. at 38:21-25.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

105. The Houses of Representatives has no documentary evidence regarding the amount of cash that was given to Judge Porteous from Robert Creely.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

106. When Judge Porteous became a federal judge, Robert Creely ceased giving Judge Porteous cash either directly or indirectly. (*See* Tr. of Amato Dep. at 65:10-13.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Amato is insufficient proof of this alleged fact.

107. A curatorship is an appointment by a Louisiana state court of a private attorney to represent the interests of an absent defendant. (*See* Tr. of Creely Dep. at 38.)

House Response: Agreed. The House will stipulate to this fact.

108. In the late 1980s and early 1990s the total number of curatorships to be assigned in the 24th Judicial District Court of Louisiana increased.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

109. In the late 1980s and early 1990s the total number of curatorships to be assigned in the 24th Judicial District Court of Louisiana increased as a result of the downturn in the economy.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

110. Between 1984 and 1994, Louisiana state court judges had total discretion concerning the appointments of curators. (*See* Tr. of Creely Dep. at 40-41.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate. Furthermore, as explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Creely is insufficient proof of this alleged fact.

111. Between 1984 and 1994, judges in the 24th Judicial District Court typically assigned curatorships to their friends. (*See* Tr. of Creely Dep. at 40.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate. Furthermore, as explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Creely is insufficient proof of this alleged fact.

112. While Judge Porteous was a state judge, there was no state rule barring the assigning of curatorships to friends.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is materially misleading, and is a

characterization of the law – not a proposed statement of fact – which is improper for stipulation.

113. Judge Porteous’s assignment of curatorships to friends as a state judge was not unlawful.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is misleading, is materially incomplete, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

114. Today, there is no rule barring the assignment of curatorships in the Louisiana state courts to friends.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is misleading, is materially incomplete, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

115. Robert Creely received curatorship appointments from several judges in the 24th Judicial District Court, including judges that he considered to be his friends. (*See* Tr. of Creely Dep. at 29-30.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

116. Robert Creely received curatorship appointments from judges other than Judge Porteous in the 24th Judicial District Court that he considered friends. (*See* Tr. of Creely Dep. at 41.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

117. Robert Creely has no independent knowledge of the number of curatorships that he received from Judge Porteous. (*See* Tr. of Creely Dep. at 42-43.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

118. Robert Creely has no independent knowledge of the number of curatorships that he received from any state court judge other than Judge Porteous. (*See* Tr. of Creely Dep. at 42-43.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely’s testimony.

119. Robert Creely never saw a link between the gifts that he gave to Judge Porteous and the curatorships that Judge Porteous assigned to Mr. Creely. (*See* Tr. of Creely Dep. at 47, 73.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

120. Robert Creely never understood there to be a link between the gifts that he gave to Judge Porteous and the curatorships that Judge Porteous assigned to Mr. Creely. (*See* Tr. of Creely Dep. at 47, 73.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

121. Robert Creely never had any agreement with Judge Porteous to exchange gifts of money for curatorship assignments. (*See* Tr. of Creely Dep. at 48.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

122. Robert Creely never had any agreement with Judge Porteous to kickback money received curatorship appointments. (*See* Tr. of Creely Dep. at 71.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

123. At some point between 1984 and 1994, Robert Creely told Judge Porteous that Judge Porteous had no interest in the curatorships that he was assigning to Mr. Creely. (*See* Tr. of Creely Dep. at 47-48.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

124. Robert Creely would have given Judge Porteous gifts of money even if Judge Porteous had not assigned him curatorships. (*See* Tr. of Creely Dep. at 48.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

125. During the period when Judge Porteous was a state judge, a curatorship would on average result in \$200 or less in profit for attorneys assigned such curatorships.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that from 1988 to 1994, a law firm would earn a fee of between \$150–\$200 for each curatorship assigned to it by a judge in the 24th Judicial District.

126. Robert Creely had no involvement in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (See Tr. of Creely Dep. at 52.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that Robert Creely did not enter an appearance the Lifemark v. Liljeberg case.

127. The *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) never came up in Robert Creely's discussions with Judge Porteous. (See Tr. of Creely Dep. at 53.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

128. At least 7 federal district court judges presided over some portion of the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (HP Ex. 050.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially incomplete in that it fails to specify the time period that any particular judge presided over the case or the relative responsibilities of each judge. In lieu of the stipulation, the House seeks to admit the entire PACER docket report for the Liljeberg case, which would show which judge was assigned to the case for what period of time, and what rulings, if any, that judge made.

129. The district judges assigned to preside over some portion of the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) include: Judge Marcel Livaudais, Judge Ginger Berrigan, Judge Okla Jones, Judge Morey Sear, Judge Adrian Duplantier, Judge Eldon Fallon, and Judge Porteous. (HP Ex. 050.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially incomplete in that it fails to specify the time period that any particular judge presided over the case or the relative responsibilities of each judge. In lieu of the stipulation, the House seeks to admit the entire PACER docket report for the Liljeberg case, which would show which judge was assigned to the case for what period of time, and what rulings, if any, that judge made.

130. At least 3 federal magistrate judges presided over the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (HP Ex. 050.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially incomplete in that it fails to specify the time period that any particular magistrate judge presided over the case or the relative responsibilities of each magistrate. In lieu of the stipulation, the House seeks to admit the entire PACER docket report for the Liljeberg case, which would show which magistrate judge was assigned to the case for what period of time, and what rulings, if any, that judge made.

131. The magistrate judges assigned to preside over some portion of the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) include: Judge Ivan Lemelle, Judge Joseph Wilkinson, and Judge Ronald Fonseca. (HP Ex. 050.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially incomplete in that it fails to specify the time period that any particular magistrate judge presided over the case or the relative responsibilities of each magistrate. In lieu of the stipulation, the House seeks to admit the entire PACER docket report for the Liljeberg case, which would show which magistrate judge was assigned to the case for what period of time, and what rulings, if any, that judge made.

132. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous disclosed that he was friends with Jacob Amato. (HP Ex. 56, at 4.)

House Response: Objection. The House declines to stipulate to characterizations of the Liljeberg recusal hearing transcript. The House seeks to admit the entire Liljeberg recusal hearing transcript, so that statements made during that hearing cannot be mischaracterized or taken out of context.

133. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous disclosed that he was friends with Leonard Levenson. (HP Ex. 56, at 4.)

House Response: Objection. The House declines to stipulate to characterizations of the Liljeberg recusal hearing transcript. The House seeks to admit the entire Liljeberg recusal hearing transcript, so that statements made during that hearing cannot be mischaracterized or taken out of context.

134. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous expressly disclosed that he practiced law with Mr. Amato over twenty years before the hearing. (HP Ex. 56, at 5.)

House Response: Objection. The House declines to stipulate to characterizations of the Liljeberg recusal hearing transcript. The House seeks to admit the entire Liljeberg recusal hearing transcript, so that statements made during that hearing cannot be mischaracterized or taken out of context.

135. During the recusal hearing in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous expressly disclosed that he regularly went to lunch with Jacob Amato, as well as other members of the New Orleans bar. (HP Ex. 56, at 7.)

House Response: Objection. The House declines to stipulate to characterizations of the Liljeberg recusal hearing transcript. The House seeks to admit the entire Liljeberg recusal hearing transcript, so that statements made

during that hearing cannot be mischaracterized or taken out of context.

136. Following the denial of the motion to recuse in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794), Judge Porteous granted a stay specifically to allow counsel for Lifemark to seek appellate review of his decision on that motion by the Fifth Circuit. (HP Ex. 56.)

House Response: Objection. The House declines to stipulate to characterizations of the Liljeberg recusal hearing transcript. The House seeks to admit the entire Liljeberg recusal hearing transcript, so that statements made during that hearing cannot be mischaracterized or taken out of context.

137. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid a retainer of \$100,000 upon enrollment as counsel of record. (HP Ex. 35(b)).

House Response: Objection. The House declines to stipulate to excerpts from the retainer agreement between Lifemark and Don Gardner. The House seeks to admit the entire retainer agreement, so that the agreement cannot be mischaracterized and so that portions of it cannot be taken out of context.

138. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid an additional \$100,000 if Judge Porteous withdrew from the case. (HP Ex. 35(b).)

House Response: Objection. The House declines to stipulate to excerpts from the retainer agreement between Lifemark and Don Gardner. The House seeks to admit the entire retainer agreement, so that the agreement cannot be mischaracterized and so that portions of it cannot be taken out of context.

139. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid an additional \$100,000 if the case settled prior to trial. (HP Ex. 35(b).)

House Response: Objection. The House declines to stipulate to excerpts from the retainer agreement between Lifemark and Don Gardner. The House seeks to admit the entire retainer agreement, so that the agreement cannot be mischaracterized and so that portions of it cannot be taken out of context.

140. Don Gardner did not take an active role in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794). (See Tr. of Amato Dep. at 61:06-11.)

House Response: Objection. The House declines to agree to this proposed stipulation because the term “active role” is vague and ambiguous. Furthermore,

as explained in its Response to Stipulation 28, the House also declines to stipulate to excerpts from Mr. Amato's testimony.

141. Prior to entering an appearance in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato was an experienced attorney.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization and because the term "experienced attorney" is vague and ambiguous.

142. Prior to entering an appearance in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato took two to three months to evaluate the merits of the case. (See Tr. of Amato Dep. at 8:02-15.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

143. Prior to entering an appearance in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato, after reviewing the claims and relevant evidence, concluded that he could win the case. (See Tr. of Amato Dep. at 49:07-15.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

144. To this day, Jacob Amato believes that the Liljebergs should have prevailed in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794). (See Tr. of Amato Dep. at 49:16-21.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

145. To this day, Jacob Amato believes that Judge Porteous's decision in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794) was "absolutely correct." (See Tr. of Amato Dep. at 52:22-53:02.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

146. To this day, Jacob Amato believes that the Fifth Circuit was "wrong, wrong, wrong" in its overturning of Judge Porteous's decision in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794). (See Tr. of Amato Dep. at 53:03-25.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

147. At the time Judge Porteous considered Lifemark's Motion for Recusal in the *Lifemark v. Liljeberg* case (No.: 2:93-cv-1794), Jacob Amato had never directly given any money to Judge Porteous. (See Tr. of Amato Dep. at 59:09-12.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

148. No federal rule of ethics requires that a judge recuse himself or herself if counsel include friends.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is misleading, is materially incomplete, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

149. Robert Creely accepted an invitation to attend a bachelor party for Judge Porteous's son in Las Vegas in May 1999. (*See* Tr. of Creely Dep. at 55-56.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

150. Approximately 20 to 30 people attended the bachelor party for Judge Porteous's son in Las Vegas in May 1999. (*See* Tr. of Creely Dep. at 56.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

151. Don Gardner also attended the bachelor party for Judge Porteous's son in Las Vegas in May 1999. (*See* Tr. of Creely Dep. at 102.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

152. During the May 1999 bachelor party in Las Vegas, Robert Creely paid for a portion of a dinner attended by Judge Porteous's son and bachelor party guests. (*See* Tr. of Creely Dep. at 56-58.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

153. Robert Creely paid for a portion of the dinner attended by Judge Porteous's son and bachelor party guests out of friendship with Judge Porteous's son. (*See* Tr. of Creely Dep. at 58.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

154. Robert Creely has no personal recollection of paying for Judge Porteous's room during the May 1999 bachelor party in Las Vegas. (*See* Tr. of Creely Dep. at 60.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

155. Robert Creely has no first-hand knowledge of a June 1999 fishing trip taken by Judge Porteous and Jacob Amato. (*See* Tr. of Creely Dep. at 61.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

156. Robert Creely has no knowledge of a June 1999 fishing trip taken by Judge Porteous and Jacob Amato other than what Mr. Amato has told him. (*See* Tr. of Creely Dep. at 61.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

157. According to Robert Creely, Mr. Creely gave Jacob Amato one thousand dollars to give to Judge Porteous because Judge Porteous was Mr. Creely's friend. (*See* Tr. of Creely Dep. at 62-63.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

158. According to Robert Creely, when Mr. Creely discussed giving one thousand dollars to Jacob Amato to give to Judge Porteous, Mr. Creely and Mr. Amato did not have any discussion of the *Lifemark v. Liljeberg* case. (*See* Tr. of Creely Dep. at 63, 126-27.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

159. Robert Creely does not believe that Judge Porteous's ruling in the *Lifemark v. Liljeberg* case was swayed in any way as a result of the two thousand dollar gift that he allegedly received from Mr. Creely and Jacob Amato. (*See* Tr. of Creely Dep. at 97, 100, 127.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

160. Robert Creely did not believe that he gained any influence with Judge Porteous as a result of the two thousand dollar gift that he allegedly received from Mr. Creely and Jacob Amato. (*See* Tr. of Creely Dep. at 102.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

161. According to Jacob Amato, Judge Porteous only directly asked Mr. Amato for money on one occasion in their almost forty-year friendship. (*See* Tr. of Amato Dep. at 42:04-13.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

162. According to Jacob Amato, Mr. Amato agreed to give Judge Porteous the money he requested as a result of their friendship. (See Tr. of Amato Dep. at 42:21-25.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

163. According to Jacob Amato, when Mr. Amato gave Judge Porteous money in 1999, Mr. Amato did not expect any *quid pro quo* of any kind. (See Tr. of Amato Dep. at 43:07-09.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

164. According to Jacob Amato, when Mr. Amato gave Judge Porteous money in 1999, Mr. Amato did not intend to influence the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 64:15-18.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

165. According to Jacob Amato, when Mr. Amato gave Judge Porteous money in 1999, Amato did not expect that that would influence the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 64:19-23.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

166. According to Jacob Amato, Mr. Amato did not believe that his gift of money to Judge Porteous would improve Mr. Amato's chances of success in the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 44:01-04.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

167. According to Jacob Amato, Mr. Amato did not believe that his gift of money to Judge Porteous would have any impact on the *Lifemark v. Liljeberg* case. (See Tr. of Amato Dep. at 44:05-07.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

168. According to Jacob Amato, Mr. Amato would probably have given Judge Porteous the money that he requested even if Judge Porteous was not a federal judge. (See Tr. of Amato Dep. at 44:19-21.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

169. According to Jacob Amato, Mr. Amato would probably have given Judge Porteous the money that he requested even if Judge Porteous was not presiding over a case that Amato was involved in. (*See* Tr. of Amato Dep. at 44:19-21.)

House Response: Objection. As explained in its Response to Stipulation 28, the House declines to stipulate to excerpts from Mr. Amato's testimony.

170. Robert Creely does not have any recollection of attending or contributing money for a party following Judge Porteous's investiture as a federal judge. (*See* Tr. of Creely Dep. at 63.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

171. Robert Creely does not have any knowledge of money given to anyone in connection with Judge Porteous's son's internship or externship in Washington, D.C. (*See* Tr. of Creely Dep. at 64.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

172. Robert Creely believes that the Louisiana Office of Disciplinary Counsel began investigating him because Alan Baron sent a copy of Mr. Creely's testimony before the House Impeachment Task Force to that Office. (*See* Tr. of Creely Dep. at 76.)

House Response: Objection. As explained in its Response to Stipulation 22, the House declines to stipulate to excerpts from Mr. Creely's testimony.

173. Louis Marcotte never gave cash directly to Judge Porteous. (*See* Tr. of Dep. of Louis Marcotte, taken on August 2, 2010, at 7:02-04, hereinafter "Tr. of Dep. of Louis Marcotte.")

House Response: Objection. The House seeks to admit all prior testimony of Louis Marcotte,⁵ so that his testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from Mr. Marcotte's testimony.

174. Lori Marcotte never gave cash directly to Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 6:04-07, taken on August 2, 2010, at 7:02-04, hereinafter "Tr. of Dep. of Lori Marcotte.")

⁵ All prior testimony of Louis Marcotte refers to Mr. Marcotte's Task Force deposition testimony, Task Force Hearing testimony, and Senate Impeachment Trial Committee deposition testimony.

House Response: Objection. The House seeks to admit all prior testimony of Lori Marcotte,⁶ so that her testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from Ms. Marcotte's testimony.

175. Judge Porteous never accepted cash from any bail bondsmen. (*See* Tr. of Dep. of Louis Marcotte, taken on August 2, 2010, at 7:02-04; *see also* Tr. of Lori Marcotte Dep. at 6:04-07.)

House Response: Objection. The House declines to stipulate to any negative statements. The House also declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte or Ms. Marcotte is insufficient proof of this alleged fact.

176. Louis Marcotte never made a campaign contribution to Judge Porteous. (*See* Tr. of Dep. of Louis Marcotte at 7:05-06.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

177. Lori Marcotte never made a campaign contribution to Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 6:08-10.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

178. Judge Porteous has spoken nationally about the role of bonds in the criminal justice system.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is an unsupported generalization that does not list specific events or dates on which Judge Porteous allegedly spoke.

179. Judge Porteous was known in Jefferson Parish to publicly advocate the use of commercial bonds in criminal cases.

House Response: Objection. The House declines to agree to this proposed stipulation because it is vague and ambiguous, and it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

⁶ All prior testimony of Lori Marcotte refers to Ms. Marcotte's Task Force deposition testimony, Task Force Hearing testimony, and Senate Impeachment Trial Committee deposition testimony.

180. During the period of the bonds signed by Judge Porteous and cited in the House Report, Jefferson Parish jails were under a court order for overcrowding.

House Response: Objection. The House declines to agree to this proposed stipulation because it is vague and ambiguous, and it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

181. During the period of the bonds signed by Judge Porteous and cited in the House Report, prisoners were being summarily released under a court order due to overcrowding.

House Response: Objection. The House declines to agree to this proposed stipulation because it is vague and ambiguous, and it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

182. Judge Porteous told others that he favored bonds, including split bonds, over mandatory releases or free bonds.

House Response: Objection. The House declines to agree to this proposed stipulation because it is vague and ambiguous, and it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

183. Bonds, including split bonds, were granted by judges, in part, to make it more likely that prisoners would return to the court.

House Response: Objection. The House declines to agree to this proposed stipulation because it is vague and ambiguous, and it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

184. Judge Porteous never asked that the Marcottes “kick back” a percentage of the bonds he signed for Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 101:23-102:7.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte’s testimony. The House further declines to agree to this proposed stipulation because it is vague and ambiguous.

185. Judge Porteous never asked that the Marcottes provide him with a percentage of the bonds he signed for Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 101:23-102:7.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte’s testimony. The House further declines to agree to this proposed stipulation because it is vague and ambiguous.

186. The Marcottes never gave Judge Porteous a percentage of any bonds that Judge Porteous signed. (*See* Tr. of Dep. of Louis Marcotte at 71:13-16.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony. The House further declines to agree to this proposed stipulation because it is vague and ambiguous.

187. Judge Porteous never wrote a bond for the Marcottes or Bail Bonds Unlimited while he was a Federal judge. (*See* Tr. of Lori Marcotte Dep. at 6:11-13; *see also* Tr. of Dep. of Louis Marcotte at 7:21-24.)

House Response: Objection. As explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony.

188. Article II does not allege that Judge Porteous suborned false statements.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to stipulate with regard to what the Articles of Impeachment do or do not allege.

189. Article II does not allege that Judge Porteous made a single false statement himself.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to stipulate with regard to what the Articles of Impeachment do or do not allege.

190. The Marcottes claim to have given cash or money directly to at least ten other state-court judges, several of which are still members of the current state court bench. (*See* Tr. of Dep. of Louis Marcotte at 7:25-10:02; *see also* Tr. of Lori Marcotte Dep. at 92:13-96:19.)

House Response: Objection. As explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony.

191. Lori Marcotte claims that she gave Judge George Giacobbe \$2,500 on two different occasions. (*See* Tr. of Lori Marcotte Dep. at 94:01-7; 97:13-15.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

192. Judge George Giacobbe continues to serve as a state Court judge in Louisiana.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will stipulate that Judge George Giacobbe currently serves as a state court judge in Louisiana.

193. Lori Marcotte claims she gave Judge Roy Cascio \$10,000. (*See* Tr. of Lori Marcotte Dep. at 94:12-14; 95:18-22.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

194. Judge Roy Cascio continues to serve as a state Court judge in Louisiana.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will stipulate that Judge Roy Cascio currently serves as a state court judge in Louisiana.

195. Lori Marcotte claims she gave Judge Stephen J. Windhorst \$2,500. (*See* Tr. of Lori Marcotte Dep. at 96:14-19.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

196. Judge Stephen J. Windhorst continues to serve as a state Court judge in Louisiana.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will stipulate that Judge Stephen J. Windhorst currently serves as a state court judge in Louisiana.

197. Louis Marcotte claimed he gave money to state court judges. (*See* Tr. of Dep. of Louis Marcotte at 7:25-8:02.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

198. Louis Marcotte claimed he gave money to at least ten state court judges. (Tr. of Dep. of Louis Marcotte at 8:03-10:02.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

199. Louis Marcotte claimed he gave money to Judge Stephen J. Windhorst. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

200. Louis Marcotte claimed he gave money to Judge Roy Cascio. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

201. Louis Marcotte claimed he gave money to Judge Patrick McCabe. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

202. Louis Marcotte claimed he gave money to Judge George Giacobbe. (*See* Tr. of Dep. of Louis Marcotte at 8:03-10:02.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

203. Between 1984 and 1994, there was no law, regulation, or rule in Louisiana that specifically forbid state court judges from accepting the gift of a meal from another individual.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is misleading, is materially incomplete, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

204. The Marcottes never told Judge Porteous that they would take him out to lunch in exchange for favorable treatment on the issuance of bonds.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

205. Judge Porteous never told the Marcottes that he expected lunches in return for signing or setting bonds.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

206. The Marcottes began having lunch with Judge Porteous (and other attendees) no earlier than 1992. (*See* Tr. of Dep. of Louis Marcotte at 22:23-24:23; *see also* Tr. of Lori Marcotte Dep. at 58:9-12.)

House Response: Objection. As explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony.

207. Louis Marcotte admits that he only began having regular lunches and contacts with Judge Porteous after 1993. (*See* Tr. of Dep. of Louis Marcotte at 22:23-24:23)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

208. Both Lori and Louis Marcotte admit that the frequency of lunches and meetings with Judge Porteous increased after a September 1993 article published in the Times-Picayune regarding a controversial bond with Adam Barnett. (See Tr. of Dep. of Louis Marcotte at 22:23-24:23.)

House Response: Objection. As explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony.

209. When Judge Porteous had lunch with the Marcottes they discussed a variety of topics, including family, sports, politics, and other non-work related topics. (See Tr. of Lori Marcotte Dep. at 63:14-19.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

210. The House of Representatives has no documentary evidence of any lunches between Judge Porteous and the Marcottes while Judge Porteous was on the state bench before 1994. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 64.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

211. The House of Representatives only has documentary evidence of 21 lunches that they allege Judge Porteous attended with either Louis or Lori Marcotte. See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 64.)

House Response: Objection. The House declines to agree to any proposed stipulations that attempt to characterize the House's evidence.

212. While on the Federal bench, Judge Porteous attended no more than eight lunches with the Marcottes. (See Tr. of Dep. of Louis Marcotte at 105:16-20.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

213. The only documentary evidence that the House of Representatives has of lunches between Judge Porteous, while he was on the Federal bench, and the Marcottes consists of receipts and orders that detail the following information:

- On August 6, 1997, there was a lunch at the Beef Connection. The bill amounted to \$287.03. There were five attendees.

- On August 25, 1997, there was a lunch at the Beef Connection. The bill amounted to \$352.43. There were ten attendees.
- On November 19, 1997, there was a lunch at the Beef Connection. The bill amounted to \$395.77. There were ten attendees.
- On August 5, 1998, there was a lunch at the Beef Connection. The bill amounted to \$268.84. There were nine attendees.
- On February 1, 2000, there was a lunch at the Beef Connection. The bill amounted to \$328.94. There were eight attendees.
- On November 7, 2001, there was a lunch at the Beef Connection. The bill amounted to \$635.85. There were fourteen attendees. (*See* HP Exs. 372(a)-(e).)

House Response: Objection. The House declines to agree to any proposed stipulations that attempt to characterize the House's evidence. The House will agree to stipulate, however, to the contents of the receipts from the Beef Connection lunches dated August 6, 1997, August 25, 1997, November 19, 1997, August 5, 1998, February 1, 2000, and November 7, 2001, regarding the total bill amount and the number of attendees, which included Judge Porteous.

214. During the alleged lunches with the Marcottes while Judge Porteous was on the Federal bench, no lunch had less than five attendees and some lunches having as many as fourteen attendees. (*See* HP Exs. 372(a)-(e).)

House Response: Objection. The House declines to agree to this proposed stipulation because it is argumentative and is an attempted characterization of the evidence.

215. With regard to alleged lunches Judge Porteous had with the Marcottes, identified by HP Exs. 372(a)-(e), there is no contemporaneous record of Judge Porteous being asked to attend, let alone attending, the lunches.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

216. With regard to several lunches the House of Representatives alleges Judge Porteous attended with the Marcottes, the only documentary evidence in the possession of the House of Representatives that Judge Porteous attended is that one of the attendees drank Absolut vodka and that Judge Porteous was known to also drink Absolut vodka. (*See* HP Exs 372(a)-(d).)

House Response: Objection. The House declines to agree to any proposed stipulations that attempt to characterize the House's evidence.

217. While on the Federal bench, there is no evidence that Judge Porteous communicated to state court judges that he sought or intended for the Marcottes to form corrupt relationships with those same state court judges. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

218. While on the Federal bench, there is no evidence that Judge Porteous asked state court judges to do anything illegal in dealing with the Marcottes. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

219. While on the state bench, there is no evidence that Judge Porteous ever asked a state judge to do anything illegal in dealings with the Marcottes.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

220. While on the Federal bench, there is no evidence that Judge Porteous ever asked a state judge to form a corrupt relationship with the Marcottes. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

221. While on the Federal bench, Judge Porteous took no judicial actions to benefit the Marcottes. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 20.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

222. All of the lunches that Judge Porteous had with the Marcottes (and other attendees) were held in the open and were not hidden from the public. (*See* Tr. of Dep. of Louis Marcotte at 78:08-11.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

223. Between 1984 and 1994, it was common in Gretna, Louisiana for state court judges to have lunch with local attorneys and professional acquaintances. (*See* Tr. of Dep. of Louis Marcotte at 25:15-18; *see also* Tr. of Dep. of Lori Marcotte at 106:12-19.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization. Moreover, as explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte and Ms. Marcotte are insufficient proof of this alleged fact.

224. Between 1984 and 1994, it was common in Gretna, Louisiana for state court judges to have lunch bought for them by local attorneys and professional acquaintances. (*See* Tr. of Dep. of Lori Marcotte at 106:12-19.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization. Moreover, as explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Ms. Marcotte is insufficient proof of this alleged fact.

225. Between 1994 and 2001, it was common in New Orleans, Louisiana for federal court judges to have lunch with local attorneys and professional acquaintances. (*See* Tr. of Dep. of Louis Marcotte at 25:15-18; *see also* Tr. of Dep. of Lori Marcotte at 106:12-19.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization. Moreover, as explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte and Ms. Marcotte are insufficient proof of this alleged fact.

226. Between 1994 and 2001, it was common in New Orleans, Louisiana for federal court judges to have lunches bought for them by local attorneys and professional acquaintances. (*See* Tr. of Dep. of Lori Marcotte at 106:12-19.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization. Moreover, as explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Ms. Marcotte is insufficient proof of this alleged fact.

227. The current Louisiana ethics rules allow state judges to have lunches bought for them by lawyers as long as they are less than \$50.

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is materially misleading. The House also objects to this stipulation because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

228. The current Louisiana ethics rules allow state judges to accept free lunches from bail bondsmen as long as they are less than \$50.

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is materially misleading. The House also objects to this stipulation because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

229. The Louisiana rule limiting free lunches was only adopted within the last two years.

House Response: Objection. House declines to agree to this proposed stipulation because it is vague and ambiguous and is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

230. Prior to 1996, there were no limits on the acceptance of free meals by members of Congress. (*See House Ethics Manual, Cmte. on Standards of Official Congress, (2008 ed.), at 27-28.*)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is misleading, is irrelevant, and is a characterization of the law – not a proposed statement of fact – which is improper for stipulation.

231. From 1968 to 1990, the gift rules restricted the ability “to accept gifts from persons with a direct interest in legislation” but otherwise did not place a limit on meals or gifts received by members of Congress. (*See House Ethics Manual, Cmte. On Standards of Official Congress, (2008 ed.), at 27-29. See also, Robert F. Bauer et al., Lobbying Under the New Disclosure and Gift Ban Requirements (Am. Law. Inst.- Am. Bar Assoc. Course of Study, Feb. 21, 1997).*)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is irrelevant. The House also objects to this stipulation because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

232. From January 1, 1992, through December 31, 1995, the gift rules prohibited the acceptance “of gifts worth a total of more than \$250 from any source in any year.”

Exempted from this limitation, however, were “gifts of food and beverages consumed not in connection with gifts of lodging, *i.e.*, local meals, without any restriction as to cost or the source of the payment.” (See House Ethics Manual, Cmte. On Standards of Official Congress, (2008 ed.), at 27-29. See also, Robert F. Bauer et al., *Lobbying Under the New Disclosure and Gift Ban Requirements* (Am. Law. Inst.- Am. Bar Assoc. Course of Study, Feb. 21, 1997).)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is irrelevant. The House also objects to this stipulation because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

233. In 1996, the House approved a new gift rule “that imposed significant, new limitations” on the acceptance of gifts, including the elimination of the meal exemption. The Senate gift rule included a provision that “generally allowed the acceptance of any gift valued below \$50, with a limitation of less than \$100 in gifts from any single source in a calendar year.” In 1999, the House amended its gift rule to incorporate this provision of the Senate rule, allowing acceptance of gifts, including meals, if valued below \$50. (See House Ethics Manual, Cmte. On Standards of Official Congress, (2008 ed.), at 27-29. See also, Robert F. Bauer et al., *Lobbying Under the New Disclosure and Gift Ban Requirements* (Am. Law. Inst.- Am. Bar Assoc. Course of Study, Feb. 21, 1997).)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is irrelevant. The House also objects to this stipulation because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

234. The Marcottes, through their business, Bail Bonds Unlimited, were the dominant bonding agency in Gretna between 1990 and 1994. (See Tr. of Dep. of Louis Marcotte at 51:04-11.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte’s testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte is insufficient proof of this alleged fact.

235. Between 1990 and 1994, the Marcottes had more bonds signed by state judges in Gretna than any other bonding company.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate. To the extent this proposed stipulation is based upon testimony by Louis or Lori

Marcotte, as explained in its Responses to Stipulation 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte or Ms. Marcotte is insufficient proof of this alleged fact.

236. When Louis Marcotte first entered the bail bonds business as the owner of Bail Bonds Unlimited (BBU), he worked with Adam Barnett. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that at some point when Louis Marcotte worked in the bail bonds business as the owner of Bail Bonds Unlimited (BBU), he worked on occasion with Adam Barnett.

237. On occasion, Judge Porteous turned down bonds requested by the Marcottes. (*See* Tr. of Lori Marcotte Dep. at 46:07-09; *see also* Tr. of Louis Marcotte Dep. at 68:20-69:01.)

House Response: Objection. As explained in its Response to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony.

238. On occasion, Judge Porteous rejected the amount of a bond that was requested by the Marcottes and adjusted the figure sought by the Marcottes. (*See* Tr. of Lori Marcotte Dep. at 52:16-20)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

239. Judge Porteous did not invent the concept of splitting bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 70; *see also* Tr. of Louis Marcotte Dep. at 64:03-05.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

240. Judge Porteous was not the first judge on the 24th Judicial District Court of Louisiana to split bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 70; *see also* Tr. of Louis Marcotte Dep. at 64:03-05.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record. Moreover, as explained in its Response to

Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

241. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, the majority of judges split bonds. (*See* Tr. of Dep. of Louis Marcotte Dep. at 64:06-08.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte is insufficient proof of this alleged fact.

242. Splitting bonds was not illegal in Louisiana between 1984 and 1994.

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is materially misleading. The House also objects to this stipulation because it purports to be a statement of law – not a proposed statement of fact – and is therefore improper.

243. Splitting bonds was not an improper judicial action in Louisiana between 1984 and 1994.

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is materially misleading. The House also objects to this stipulation because it purports to be a statement of law – not a proposed statement of fact – and is therefore improper.

244. There are legitimate reasons why a judge might split a given bond.

House Response: Objection. House declines to agree to this proposed stipulation because it is vague and ambiguous and is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

245. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, there was no guideline, rule, or mandate that a state court judge not split bonds.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is misleading, is materially incomplete and purports to be a statement of law – not a proposed statement of fact – and is therefore improper.

246. When Judge Porteous was asked to set a bond for a particular arrestee, his standard operating procedure was to either personally call or request that one of his staff members personally call the jail to confirm information. (*See* Tr. of Lori Marcotte Dep. at 45:23-46:06; *see also* Tr. of Dep. of Louis Marcotte at 72:25-73:22.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte or Ms. Marcotte is insufficient proof of this alleged fact.

247. When Judge Porteous was asked to set a bond for a particular arrestee, his standard operating procedure was to seek additional information from the relevant jail officials regarding the charge, the defendant, and the circumstances surrounding the arrest and possible release. (*See* Tr. of Lori Marcotte Dep. at 45:23-46:06; *see also* Tr. of Dep. of Louis Marcotte at 72:25-73:22.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Responses to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte or Ms. Marcotte is insufficient proof of this alleged fact.

248. Judge Porteous would sometimes call arresting officers to confirm information before granting a bond. (*See* Tr. of Lori Marcotte Dep. at 79:12-14.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Ms. Marcotte is insufficient proof of this alleged fact.

249. Judge Porteous would sometimes communicate with the District Attorneys office to confirm their position on a bond. (*See* HP. Ex. 074(c).)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, the House seeks

to admit HP Exhibit 74(c), which is a Marcotte FBI interview, in its entirety and declines to stipulate to excerpts from any FBI interview.

250. As a practice, Judge Porteous would not agree to a bond solely on the basis of the information provided to him by the Marcottes. (*See* Tr. of Lori Marcotte Dep. at 45:23-46:06; *see also* Tr. of Dep. of Louis Marcotte at 72:25-73:22; *see also* HP. Ex. 074(c).)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Responses to Stipulations 173, 174, and 249, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's deposition testimony or to excerpts from any Marcotte FBI interview. The House further objects to this proposed stipulation because the testimony of Mr. Marcotte or Ms. Marcotte is insufficient proof of this alleged fact.

251. If the District Attorney objected to a bond, Judge Porteous would generally not agree to a bond. (*See* Tr. of Lori Marcotte Dep. at 43:22-44:01.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Ms. Marcotte is insufficient proof of this alleged fact.

252. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, there was no guidebook for judges in regards to how much any given bond should be set for. (Tr. of Louis Marcotte Dep. at 74:04-08.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte is insufficient proof of this alleged fact.

253. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, state court judges were given the authority and responsibility for setting bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

House Response: If Judge Porteous provides support to the House for this proposed stipulation, the House will agree to the stipulation.

254. Each week, a different state court judge would be assigned the responsibility for serving as the “magistrate judge” who was supposed to be the primary judge responsible for reviewing bond applications. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte’s testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte is insufficient proof of this alleged fact.

255. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, in practice, the assigned magistrate judge would often rarely be available or would refuse to answer phone calls from bonding agents. (See Tr. of Louis Marcotte Dep. at 58:24-59:14.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization, to which the House has no knowledge or information and is unable to stipulate. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte’s testimony. The House further objects to this proposed stipulation because the deposition testimony of Mr. Marcotte is insufficient proof of this alleged fact.

256. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, there was no law, rule, or order that precluded a judge, who was not serving in a given week as the magistrate judge, from reviewing and signing a bond. (See House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to this proposed stipulation because it is a generalization, is misleading, is materially incomplete and purports to be a statement of law – not a proposed statement of fact – and is therefore improper. Moreover, as explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte’s testimony.

257. Between 1992 and 1994, in 24th Judicial District Court of Louisiana, the Marcottes would often go chamber to chamber seeking judges to review, set, or split bonds. (See Tr. of Louis Marcotte Dep. at 97:04-07.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte’s testimony.

258. The Articles of Impeachment do not allege that any bond signed by Judge Porteous was unlawful.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to stipulate with regard to what the Articles of Impeachment do or do not allege.

259. The Articles of Impeachment do not alleged that Judge Porteous any bond signed by Judge Porteous violated any judicial precedent on the amount or splitting of such bonds.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to stipulate with regard to what the Articles of Impeachment do or do not allege.

260. None of the bonds signed by Judge Porteous during his tenure as a state judge were ever opposed by the District Attorney.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unproven generalization, to which the House has no knowledge or information and is unable to stipulate.

261. Judge Porteous signed only one bond for the Marcottes and Bail Bonds Unlimited on his last day as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an unproven statement of fact.

262. Judge Porteous signed only two bonds for the Marcottes and Bail Bonds Unlimited in his last week as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an unproven statement of fact.

263. Judge Porteous signed only twenty-nine bonds for the Marcottes and Bail Bonds Unlimited during the month of October 1994 (his last month on the state bench) as a state court Judge. (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an unproven statement of fact.

264. Judge Porteous signed only twenty-seven bonds for the Marcottes and Bail Bonds Unlimited between the date of his confirmation for his federal judgeship (October 7, 1994) and the last day for which he served as a state court judge (October 27, 1994). (*See* HP Exs. 350(01)-350(56) and 351(01)-(26); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an unproven statement of fact.

265. The House of Representatives has no documentary evidence that Judge Porteous signed more than one bond for the Marcottes and Bail Bonds Unlimited on his last day as a state court Judge. (See HP Exs. 350(01)-350(56) and 351(01)-(26); see also House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulation that attempts to characterize the House's evidence.

266. The House of Representatives has no documentary evidence that Judge Porteous signed more than two bonds for the Marcottes and Bail Bonds Unlimited in his last week as a state court Judge. (See HP Exs. 350(01)-350(56) and 351(01)-(26); see also House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulation that attempts to characterize the House's evidence.

267. The House of Representatives has no documentary evidence that Judge Porteous signed more than twenty-nine bonds for the Marcottes and Bail Bonds Unlimited during the month of October 1994 (his last month on the state bench) as a state court Judge. (See HP Exs. 350(01)-350(56) and 351(01)-(26); see also House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulation that attempts to characterize the House's evidence.

268. The House of Representatives has no documentary evidence that Judge Porteous signed more than twenty-seven bonds for the Marcottes and Bail Bonds Unlimited between the date of his confirmation for his federal judgeship (October 7, 1994) and the last day for which he served as a state court judge (October 27, 1994). (See HP Exs. 350(01)-350(56) and 351(01)-(26); see also House Judiciary Committee Report, March 4, 2010, Report 111-427, at 79.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulation that attempts to characterize the House's evidence.

269. The Marcottes and Bail Bonds Unlimited never provided any home repairs for Judge Porteous while he was a Federal judge. (See Tr. of Lori Marcotte Dep. at 106:24-107:01)

House Response: Objection. The House declines to stipulate to any negative statements. Furthermore, as explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

270. The only home repairs the government alleges that the Marcottes or Bail Bonds Unlimited ever provided to Judge Porteous is the repairing of a wooden fence. (*See generally* House Judiciary Committee Report, March 4, 2010, Report 111-427.)

House Response: Objection. The House declines to agree to any proposed stipulation that attempts to characterize the House's evidence.

271. The House of Representatives is not in the possession of any records or documentation regarding the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulation that attempts to characterize the House's evidence.

272. The Marcottes do not have any records or documentation regarding the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

273. The House of Representatives is not in the possession of any records or documentation regarding the exact date the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulation that attempts to characterize the House's evidence.

274. The Marcottes are not in the possession of any records or documentation regarding the exact date the alleged home repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

275. The alleged home repairs, if they occurred, amounted to approximately a \$200 value to Judge Porteous. (*See* Hp Ex. 072 (d).)

House Response: The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

Moreover, the House seeks to admit HP Exhibit 72(d), which is a Marcotte FBI interview, in its entirety and declines to stipulate to excerpts from that FBI interview.

276. The Marcottes have no personal knowledge that the alleged work on a wooden fence for Judge Porteous were actually performed by their employees. (*See* Tr. of Louis Marcotte Dep. at 87:08-14; *see also* Tr. of Lori Marcotte Dep. at 82:25-83:05.)

House Response: Objection. The House declines to stipulate to any negative statements. Moreover, as explained in its Response to Stipulations 173 and 174, the House declines to stipulate to excerpts from Mr. Marcotte's or Ms. Marcotte's testimony.

277. The Marcottes never saw the work on a wooden fence for Judge Porteous.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

278. The Marcottes and Bail Bonds Unlimited never paid for or assisted with any car repairs for Judge Porteous while he was a Federal judge. (*See* Tr. of Lori Marcotte Dep. at 106:20-23.)

House Response: Objection. The House declines to stipulate to any negative statements. Moreover, as explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

279. The House of Representatives is not in the possession of any records or documentation regarding the alleged car repairs provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 83:01-19; *see also* generally House Judiciary Committee Report, March 4, 2010, Report 111-427.)

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to any proposed stipulation that attempt to characterize the House's evidence.

280. Adam Barnett was a bail bondsman who worked closely with the Marcottes in Gretna. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that Adam Barnett was a bail bondsman who on occasion had business dealings with the Marcottes in Gretna.

281. Adam Barnett has never been criminally charged with any matter related to the Articles of Impeachment.

House Response: Agreed. The House will stipulate to this fact.

282. The Marcottes have no evidence showing car repairs by the Marcottes and Bail Bonds Unlimited to Judge Porteous.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

283. In an interview with the House of Representatives, Adam Barnett denied that he paid for Judge Porteous's car repairs while Judge Porteous was a state judge. (*See* May 13, 2010 Letter from Alan Baron to Richard Westling.)

House Response: Agreed. The House will stipulate to this fact.

284. In an interview with the House of Representatives, Adam Barnett denied that he ever purchased a car for Judge Porteous.

House Response: Objection. The House declines to stipulate to this statement because the statement is false.

285. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of no questionable conduct or acts by Judge Porteous. (*See* PORT00000512-513.)

House Response: Objection. The House seeks to admit the entire FBI interview of Adam Barnett, so that Mr. Barnett's statements cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

286. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of no financial problems experienced by Judge Porteous. (*See* PORT00000512-513.)

House Response: Objection. The House seeks to admit the entire FBI interview of Adam Barnett, so that Mr. Barnett's statements cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

287. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of personal problems or habits that would bar Judge Porteous from service as a federal judge. (*See* PORT00000512-513.)

House Response: Objection. The House seeks to admit the entire FBI interview of Adam Barnett, so that Mr. Barnett's statements cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

288. In an interview by the FBI as part of Judge Porteous's background investigation, Adam Barnett recommended Judge Porteous as a federal judge. (*See* PORT000000512-513.)

House Response: Objection. The House seeks to admit the entire FBI interview of Adam Barnett, so that Mr. Barnett's statements cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

289. There is no documentary evidence establishing who paid for the car repairs the Marcottes allegedly supplied to Judge Porteous.

House Response: Objection. The House declines to stipulate to any negative statements. The House further objects to any proposed stipulations that attempt to characterize the House's evidence.

290. It is unclear who paid for the car repairs the Marcottes allegedly supplied to Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 83:01-19.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

291. Lori Marcotte has never traveled to Las Vegas with Judge Porteous. (*See* Tr. of Lori Marcotte Dep. at 22:21-24.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

292. Louis Marcotte never directly gave Judge Porteous any cash on any trip that the two of them took together. (*See* Tr. of Dep. of Louis Marcotte at 103:12-16.)

House Response: Objection. As explained in its Response to Stipulation 173, the House declines to stipulate to excerpts from Mr. Marcotte's testimony.

293. In 1992, Judge Porteous was invited to Las Vegas by Louis Marcotte and turned down the offer. (HP Ex. 072(b); *see also* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 65-66.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is materially incomplete.

294. Rhonda Danos and Lori Marcotte were close friends for some period of time between 1992 and 1997. (*See* Tr. of Lori Marcotte Dep. at 19:07-10, 30:11-32:13.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

295. In 1992, Rhonda Danos and Lori Marcotte stayed in a hotel room together on a trip to Las Vegas. (*See* Tr. of Lori Marcotte Dep. at 23:06-11.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

296. Rhonda Danos helped Lori Marcotte organize trips to Las Vegas, scheduled social outings for certain trips the Marcottes went on, and organized transportation for some of the Marcotte's guests. (See Tr. of Lori Marcotte Dep. at 23:17-27:07.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

297. Rhonda Danos and Lori Marcotte attended a Rolling Stones concert together. (See Tr. of Lori Marcotte Dep. at 29:21-25.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

298. Rhonda Danos assisted Lori Marcotte with the planning and preparation for a Christmas party at the Blue House at some point in the 1990s. (See Tr. of Lori Marcotte Dep. at 28:11-14.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

299. The Marcottes never provided a reserved parking spot to Michael Porteous. (See Tr. of Lori Marcotte Dep. at 77:17-78:23.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

300. The Marcottes never subsidized or provided a reserved parking spot to Michael Porteous that would have otherwise generated revenue for the Marcottes. (See Tr. of Lori Marcotte Dep. at 77:17-78:23.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

301. The parking lot utilized by the Marcottes near the Gretna courthouse in the mid 1990s did not require anyone who parked there to pay a daily fee. (See Tr. of Lori Marcotte Dep. at 77:17-78:23.)

House Response: Objection. As explained in its Response to Stipulation 174, the House declines to stipulate to excerpts from Ms. Marcotte's testimony.

302. The parking lot owned by the Marcottes and used by Michael Porteous was in fact an open lot physically open to any driver.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

303. The parking lot owned by the Marcottes and used by Michael Porteous did not have a specifically marked spot for the use of Michael Porteous.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

304. The parking lot owned by the Marcottes and used by Michael Porteous was sometimes used by strangers or members of the public.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

305. At some point in the 1990s, people were charged for use of the parking lot owned by the Marcottes and used by Michael Porteous.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

306. During the time that Judge Porteous served as a state judge, the Marcottes did not charge anyone for the use of the parking lot used by Michael Porteous.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

307. The Senate of the United States has never removed an individual from office through the impeachment process solely on the basis of conduct occurring before he began his tenure in the office that is the subject of the impeachment. (*See* MICHAEL J. GERHARDT, *THE FEDERAL IMPEACHMENT PROCESS: A CONSTITUTIONAL AND HISTORICAL ANALYSIS* 108 (Univ. of Chicago Press, 2d ed. 2000).

House Response: Objection. The House declines to stipulate to this statement because it is materially misleading. The House does not object, however, to Judge Porteous submitting the referenced article as part of his evidence at trial, thus allowing each Senator to give the article whatever weight he or she deems appropriate.

308. In prior impeachment cases, the Senate specifically has declined to convict on articles of impeachment based on conduct that was alleged to have occurred before the accused assumed the office that is the subject of the impeachment. (*See generally* Archbald Senate Impeachment Trial.)

House Response: Objection. The House declines to stipulate to this statement because the statement is false.

309. In 1912, the House of Representatives filed thirteen Articles of Impeachment against Robert Archbald, alleging misconduct in his then-current circuit judgeship (Articles 1 through 6) as well as in his prior district judgeship (Articles 7 through 12). The Senate convicted Archbald on Articles 1, 3, 4, 5, and 13, but acquitted Judge Archbald on the articles relating solely to Archbald's former office (Articles 7 through 12) (*See* 62 Cong. Rec. S1647 (1913) at Index p. XIV (listing "guilty" and "not guilty" votes for each of the rejected articles).)

House Response: Objection. The House declines to stipulate to this statement because it is materially misleading.

310. In relation to Article II, the only misconduct Judge Porteous is alleged to have engaged in while a sitting member of the United States District Court for the Eastern District of Louisiana is that Judge Porteous used the power and prestige of his office to assist the Marcottes in forming relationships with State judicial officers and individuals important to the Marcottes' business.

House Response: Objection. The House declines to stipulate with regard to what the Articles of Impeachment do or do not allege.

311. Beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed dozens of witnesses. (*See* generally FBI Background Check of Judge Porteous, HP Ex. 069(b).)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed many individuals. The House further seeks to admit the entire FBI background investigation of Judge Porteous so that no portion of the investigation can be mischaracterized or taken out of context.

312. During its background check, the FBI was made aware that Judge Porteous had a relationship with the Marcottes. (*See* PORT000000471, PORT000000503, PORT000000513-514.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because the phrase "had a relationship with" is vague and ambiguous. The House will agree to stipulate that during its background check, the FBI was made aware that Judge Porteous knew Louis Marcotte. The House further seeks to admit the entire FBI background investigation of Judge Porteous so that no portion of the investigation can be mischaracterized or taken out of context.

313. Judge Porteous gave the FBI the name of Louis Marcotte and contact information as part of his background investigation.

House Response: Objection. The House declines to agree to this proposed stipulation because it is unsupported by the factual record and the House has no knowledge or information and is unable to stipulate.

314. The FBI specifically interviewed Louis Marcotte on two occasions during its background investigation of Judge Porteous, and Marcotte explained that he had known the Judge professionally and socially for the past ten years. (See PORT000000503 and PORT000000513-514.)

House Response: Objection. The House seeks to admit the entire FBI background investigation of Judge Porteous so that no portion of the investigation can be mischaracterized or taken out of context. The House declines to stipulate to excerpts from the background investigation.

315. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that "Judge Porteous works with certain individuals in writing bonds, specifically . . . Louis and Lori Marcotte." (PORT000000471.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

316. Prior to confirmation, the FBI interviewed Louis Marcotte, who told the FBI "that he sometimes goes to lunch with the candidate and attorneys in the area." (PORT000000471.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

317. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that the Marcottes "frequently give the judge and his staff cakes, sandwiches, booze, and soft drinks." (PORT000000526.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

318. Prior to his confirmation, the FBI interviewed an individual, who asked that their identity remain anonymous, but who stated that "Louis Marcotte has told people that they 'kick back' money to Judge Porteous for reducing the bonds."

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

319. The information from an individual who told the FBI about an allegation of a kickback to Judge Porteous was referenced in a separate "note" to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed. (PORT000000526.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

320. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that Judge Porteous "frequently sign[ed] bonds ahead of time for bondsmen." (PORT000000526.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

321. Prior to his confirmation, the FBI interviewed an individual, who asked that their identity remain anonymous, but who stated that the candidate "indirectly received \$10,000 from an individual in exchange for the candidate reducing his bond."

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

322. The information from an individual who told the FBI Judge Porteous received \$10,000 was referenced in a separate "note" to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed.

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

323. The FBI interviewed an individual, whose identity has been redacted from discovery documents, who reported that Louis Marcotte told the girlfriend of an individual who had been arrested that it would take \$12,500.00 to get [the boyfriend] out of jail" and that "\$10,000.00 of this would go to Judge Porteous for the bond reduction." This information was referenced in a separate "note" to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed. (PORT000000524 and PORT000000530.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

324. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that "Porteous was "paid to reduce a bond" in a different case and "had been given \$1,500 to reduce a bond" in that matter. This information was highlighted in a separate "note" to the Department of Justice, sent on August 19, 1994, months before Judge Porteous was confirmed. (PORT000000526 and PORT000000530.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

325. Prior to his confirmation, the FBI interviewed an individual, who asked that his/her identity remain anonymous, but who stated that Judge "Porteous had transferred a case from another division to his [Porteous] to help [redaction follows]." (PORT000000526.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

326. Moreover, confidential informants told the FBI that "Louis Marcotte has told people that they 'kick back' money to Judge Porteous for reducing the bonds." (PORT000000526.)

House Response: Objection. As explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

327. Louis Marcotte's conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous filled out his SF-86 form. (See PORT000000503 and PORT000000513-514.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading. Moreover, as explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

328. Louis Marcotte's conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous filled out his supplemental SF-86 form. (See PORT000000503 and PORT000000513-514.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading. Moreover, as explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

329. Louis Marcotte's conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous filled out his Senate questionnaire. (See PORT000000503 and PORT000000513-514.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading. Moreover, as explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

330. Louis Marcotte's conversations with the FBI on August 1, 1994 and August 17, 1994, referenced in Article II and Article IV, took place after Judge Porteous spoke with agents in his first background check.. (See PORT000000503 and PORT000000513-514.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading. Moreover, as explained in its Response to Stipulation 314, the House declines to stipulate to excerpts from the FBI background investigation of Judge Porteous.

331. On his Supplemental SF-86, Judge Porteous was asked whether there was anything in his personal life that could cause embarrassment to him or President Clinton. This question necessarily asks for Judge Porteous's subjective opinion and speculation regarding the meaning and application of the term "embarrassment."

House Response: Objection. The House declines to stipulate to this statement because it is an incomplete excerpt of the relevant question in the Supplemental SF-86 and because it is argumentative and materially misleading.

332. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate reviewed the FBI's background investigation of Judge Porteous. (*See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.*)

House Response: Objection. The House declines to stipulate to characterizations of the actions taken by the Senate Judiciary Committee in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

333. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate was specifically aware of allegations that Judge Porteous "is living beyond his means and this might mean that he is involved in some type of criminal activity." (*See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.*)

House Response: Objection. The House declines to stipulate to characterizations of what the Senate Judiciary Committee was allegedly aware of in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

334. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate was specifically aware of allegations that Judge Porteous "has a drinking problem." (*See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.*)

House Response: Objection. The House declines to stipulate to characterizations of what the Senate Judiciary Committee was allegedly aware of in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

335. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate was specifically aware of allegations that Judge Porteous gambled on occasion. (*See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.*)

House Response: Objection. The House declines to stipulate to characterizations of what the Senate Judiciary Committee was allegedly aware of in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

336. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate placed additional telephone calls to and interviewed Robert Creely, Donald Gardner, and Louis Marcotte, among others. (*See Confidential Notes Taken from FBI File G. Thomas Porteous, supplied to counsel by Senate Impeachment Trial Committee.*)

House Response: Objection. The House declines to stipulate to characterizations of the actions taken by the Senate Judiciary Committee in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

337. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate made inquiries about whether Judge Porteous had a drinking problem.

House Response: Objection. The House declines to stipulate to characterizations of the actions taken by the Senate Judiciary Committee in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

338. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the

Judiciary Committee of the United States Senate made inquiries about whether Judge Porteous had a gambling problem.

House Response: Objection. The House declines to stipulate to characterizations of the actions taken by the Senate Judiciary Committee in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

339. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the Judiciary Committee of the United States Senate made inquiries about whether Judge Porteous was living beyond his means.

House Response: Objection. The House declines to stipulate to characterizations of the actions taken by the Senate Judiciary Committee in relation to the Porteous nomination. The House seeks to admit the entire Senate Judiciary Committee file related to Judge Porteous, so that the contents of the file cannot be mischaracterized or taken out of context.

340. Except for allegations specifically set out in Article III of the Articles of Impeachment, Judge Porteous complied at all times with the U.S. Bankruptcy Code.

House Response: Objection. The House declines to agree to this proposed stipulation because it is a generalization and it is materially misleading. The House also objects to this stipulation because it is a characterization of the law – not a proposed statement of fact – and is therefore improper for stipulation.

341. Judge Porteous and his wife Carmella Porteous retained attorney Claude C. Lightfoot, Jr. in the summer of 2000 to assist them in attempting to restructure their debts and possibly seeking bankruptcy protection.

House Response: Agreed. The House will stipulate to this fact.

342. Shortly after retaining him, Judge Porteous provided Claude Lightfoot with (among other documents) a copy of his May 2000 pay stub.

House Response: Agreed. The House will stipulate to this fact.

343. The Porteouses, with the assistance of Claude Lightfoot, sought to avoid filing for bankruptcy protection by informally restructuring their debts.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because the phrase “informally restructuring their debts” is vague and ambiguous.

344. The Porteouses’ attempts to informally restructure their debts were unsuccessful.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because the phrase “informally restructuring their debts” is vague and ambiguous.

345. The Porteouses filed a voluntary petition for bankruptcy protection on March 28, 2001.

House Response: Agreed. The House will stipulate to this fact.

346. Claude Lightfoot prepared and filed the Porteouses’ voluntary petition for bankruptcy protection.

House Response: The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

347. Claude Lightfoot prepared and filed all schedules and other documents filed in bankruptcy court in connection with the Porteouses’ voluntary petition for bankruptcy protection.

House Response: The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

348. Prior to filing the Porteouses’ voluntary bankruptcy petition, Claude Lightfoot did not request an updated pay stub from Judge Porteous.

House Response: The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

349. The Porteouses listed their correct Social Security numbers on the voluntary bankruptcy petition that they filed on March 28, 2001. (SC00753.)

House Response: Agreed. The House will stipulate to this fact.

350. Social Security numbers are more accurate personal identifiers than last names.

House Response: Objection. The House declines to stipulate to this statement because it is an unsupported generalization and is misleading.

351. The Porteouses signed the voluntary bankruptcy petition that they filed on March 28, 2001, with their full and correct signatures.

House Response: Objection. The House declines to agree to this proposed stipulation because there is no evidence in the record of this alleged fact.

352. At the time that the Porteouses filed their voluntary petition for bankruptcy protection, the Times-Picayune newspaper published weekly the names of all individuals who filed for bankruptcy protection.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will stipulate that as of March 28, 2001, the Times-Picayune newspaper published, on a weekly basis, the names of individuals who filed for bankruptcy protection.

353. Claude Lightfoot came up with the idea of filing the Porteouses' bankruptcy petition under a different last name than the Porteouses' true last name.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

354. Claude Lightfoot came up with the idea of filing the Porteouses' bankruptcy petition under the last name "Ortous."

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

355. Claude Lightfoot suggested to the Porteouses that they file their bankruptcy petition under the last name "Ortous."

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

356. Claude Lightfoot suggested that the Porteouses file their bankruptcy petition under the last name "Ortous" in an attempt to limit the publicity surrounding that filing.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

357. Claude Lightfoot advised the Porteouses that it was acceptable for them to file their bankruptcy petition under the last name "Ortous."

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

358. The Porteouses relied on the advice of their counsel, Claude Lightfoot, when they permitted their bankruptcy petition to be filed under the last name "Ortous."

House Response: Objection. The House declines to agree to this proposed stipulation because there is no evidence in the record of this alleged fact and because the House has no knowledge or information regarding the Porteouses' mindset.

359. The purpose of filing the Porteouses' bankruptcy petition under the last name "Ortous" was to avoid publicity and embarrassment.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is vague and ambiguous in that it does not specify *who* considered the purpose of filing the bankruptcy petition under the last name "Ortous" to be to avoid publicity and embarrassment.

360. The purpose of filing the Porteouses' bankruptcy petition under the last name "Ortous" was not to hinder, delay, or defraud creditors.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is vague and ambiguous in that it does not specify *who* considered the purpose of filing the bankruptcy petition under the last name "Ortous" to not be to hinder, delay, or defraud creditors.

361. Claude Lightfoot came up with the idea of filing the Porteouses' bankruptcy petition using a post office box address rather than their residential address.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

362. Claude Lightfoot suggested to the Porteouses that they obtain a post office box and file their bankruptcy petition using that post office box address.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

363. Claude Lightfoot suggested that the Porteouses file their bankruptcy petition using a post office box address in an attempt to limit the publicity surrounding that filing.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

364. Claude Lightfoot advised the Porteouses to open a post office box prior to filing their bankruptcy petition.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

365. Claude Lightfoot advised the Porteouses that it was acceptable for them to file their bankruptcy petition using a post office box address.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

366. The Porteouses relied on the advice of their counsel, Claude Lightfoot, when they obtained a post office box prior to filing their bankruptcy petition.

House Response: Objection. The House declines to agree to this proposed stipulation because there is no evidence in the record of this alleged fact and because the House has no knowledge or information regarding the Porteouses' mindset.

367. Claude Lightfoot listed the Porteouses' post office box address on their bankruptcy petition.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

368. Claude Lightfoot filed the Porteouses' bankruptcy petition with full knowledge that it listed a post office box address, not their residential address.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

369. The Porteouses relied on the advice of their counsel, Claude Lightfoot, when they permitted their bankruptcy petition to be filed using a post office box address.

House Response: Objection. The House declines to agree to this proposed stipulation because there is no evidence in the record of this alleged fact and because the House has no knowledge or information regarding the Porteouses' mindset.

370. The purpose of filing the Porteouses' bankruptcy petition with a post office box address was to avoid publicity and embarrassment.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is vague and ambiguous in that it does not specify *who* considered the purpose of filing the Porteouses' bankruptcy petition with a post office box to avoid publicity and embarrassment.

371. The purpose of filing the Porteouses' bankruptcy petition with a post office box address was not to hinder, delay, or defraud creditors.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is vague and ambiguous in that it does not specify *who* considered the purpose of filing the Porteouses' bankruptcy

petition with a post office box to not be to hinder, delay, or defraud creditors.

372. When they filed their bankruptcy petition on March 28, 2001, the Porteouses did so with the intent to amend that petition shortly thereafter to list their correct last name and residential address.

House Response: Objection. The House declines to agree to this proposed stipulation because there is no evidence in the record of this alleged fact and because the House has no knowledge or information regarding the Porteouses' mindset.

373. The Porteouses filed an amended voluntary petition for bankruptcy protection on April 9, 2001.

House Response: Agreed. The House will stipulate to this fact.

374. The Porteouses' amended voluntary petition for bankruptcy protection accurately listed their last names as "Porteous."

House Response: Agreed. The House will stipulate to this fact.

375. The Porteouses' amended voluntary petition for bankruptcy protection accurately listed their residential address.

House Response: Agreed. The House will stipulate to this fact.

376. Notices to creditors in the Porteouses' bankruptcy case were sent out on April 19, 2001. (SC00412.)

House Response: Agreed. The House will stipulate to this fact.

377. No creditors received any notice in connection with the Porteouses' bankruptcy filing containing or reflecting the name "Ortous."

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

378. No creditors received any notice in connection with the Porteouses' bankruptcy filing containing or reflecting a post office box address.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

379. On March 28, 2001, the ending balance in the Porteouses' Fidelity Homestead Association money market checking account was \$283.42. (SC00611.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that as of March 28, 2001,

the balance in the Porteous's Fidelity Homestead Association money market checking account was \$283.42.

380. On March 28, 2001, the Porteouses had filed their tax return for the year 2000, but had not yet received either a tax refund or confirmation that they would receive a tax refund.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that the Porteouses filed their tax return for the year 2000 on March 23, 2001, and as of March 28, 2001 had not yet received their tax refund.

381. The Chapter 13 Trustee who administered the Porteouses' bankruptcy case was Mr. S.J. Beaulieu.

House Response: Agreed. The House will stipulate to this fact.

382. During the pendency of the Porteouses' bankruptcy case, S.J. Beaulieu administered a total of approximately 6,500 Chapter 13 cases.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

383. Bankruptcy Judge William Greendyke presided over the Porteouses' bankruptcy case from shortly after its filing in March 2001 until his retirement from the bench in the first half of 2004.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that Judge William Greendyke was assigned to the Porteouses' bankruptcy case on June 5, 2001.

384. In 2001, William Heitkamp served as the Chapter 13 Trustee for bankruptcy cases filed under Chapter 13 of the Bankruptcy Code in the Southern District of Texas.

House Response: Agreed. The House will stipulate to this fact.

385. Other than holding the Section 341 creditors meeting in the afternoon rather than the morning, S.J. Beaulieu did not give the Porteouses any special or preferential treatment.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

386. S.J. Beaulieu conferred with William Heitkamp concerning the procedures utilized by Judge Greendyke in connection with Chapter 13 bankruptcy cases pending before him.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate

387. S.J. Beaulieu conferred with William Heitkamp concerning the procedures utilized by Judge Greendyke in connection with tax returns and tax refunds in Chapter 13 bankruptcy cases pending before him.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate

388. The Porteouses' Section 341 creditors meeting occurred on May 9, 2001.

House Response: Agreed. The House will stipulate to this fact.

389. Judge Greendyke signed an order confirming the Porteouses' proposed Chapter 13 repayment plan on June 28, 2001. (SC00050-52.)

House Response: Agreed. The House will stipulate to this fact.

390. Prior to May 9, 2001, the Porteouses were never under any obligation, instruction, or order in connection with their bankruptcy case not to incur new debt or take out new credit.

House Response: Objection. The House declines to stipulate to any negative statements. The House further declines to agree to this proposed stipulation because it is a false statement not supported by the factual record.

391. Prior to June 28, 2001, the Porteouses were never subject to any order in connection with their bankruptcy case not to incur new debt or take out new credit.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

392. Casino markers do not constitute debt.

House Response: Objection. The House declines to stipulate to this statement because the statement is false.

393. In the case of *Telerecovery of Louisiana, Inc. v. Gaulton*, 738 So. 2d 662, the Louisiana Court of Appeals concluded that casino markers constitute checks, not debt.

House Response: Objection. The House declines to stipulate to this statement because it is materially misleading and because it is a characterization of the law -- not a proposed statement of fact -- and is therefore improper for stipulation.

394. Of the \$2,000 in markers that Judge Porteous utilized between May 10, 2001, and June 28, 2001, all but \$100 was repaid on the same day it was taken out.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

395. In January 2004, attorneys with the Justice Department, including Noah Bookbinder and Dan Petalas, and agents and analysts with the FBI, including Patrick Bohrer, DeWayne Horner, and Gerald Fink, met with S.J. Beaulieu. (SC00409-15.)

House Response: Objection. The House seeks to admit the entire FBI interview of S.J. Beaulieu, Jr., so that the statements made during that interview cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

396. During their January 2004 meeting, Justice Department and FBI personnel advised S.J. Beaulieu of certain allegations of misconduct or improprieties in connection with the Porteouses' bankruptcy case. (SC00409-15; JC200268.)

House Response: Objection. The House seeks to admit the entire FBI interview of S.J. Beaulieu, Jr., so that the statements made during that interview cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

397. The allegations that the Justice Department and FBI personnel advised S.J. Beaulieu of during their January 2004 meeting included: 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 Porteouses' bankruptcy schedules and disclosures. (SC00409-15; JC200268.)

House Response: Objection. The House seeks to admit the entire FBI interview of S.J. Beaulieu, Jr., so that the statements made during that interview cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

398. In March 2004, Justice Department and FBI personnel, including attorneys Noah Bookbinder and Dan Petalas, Special Agents Patrick Bohrer and DeWayne Horner, and Financial Analyst Gerald Fink, again contacted S.J. Beaulieu concerning the allegations of misconduct or improprieties in connection with the Porteouses' bankruptcy case. (JC200267.)

House Response: Objection. The House seeks to admit the entire FBI interview of S.J. Beaulieu, Jr., so that the statements made during that interview cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

399. During their March 2004 conversation, Justice Department and FBI personnel instructed S.J. Beaulieu to “use whatever powers he has” and “take whatever action he felt appropriate” in connection with the Porteouses’ bankruptcy case. (JC200267.)

House Response: Objection. The House seeks to admit the entire FBI interview of S.J. Beaulieu, Jr., so that the statements made during that interview cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that interview memorandum.

400. On April 1, 2004, S.J. Beaulieu’s staff attorney Michael Adoue sent a letter to FBI Agent Wayne Horner. (JC200268-69.)

House Response: Agreed. The House will stipulate to this fact.

401. In his April 1, 2004 letter, S.J. Beaulieu’s staff attorney advised the FBI that “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.” (JC200268.)

House Response: Objection. The House seeks to admit the entire April 1, 2004 letter from S. J. Beaulieu’s staff attorney Michael Adoue to FBI Agent Wayne Horner, so that statements made in that letter cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that letter.

402. In his April 1, 2004 letter, S.J. Beaulieu’s staff attorney advised the FBI that, “[i]n Mr. Beaulieu’s opinion, extending the [Porteouses’ Chapter 13 repayment] plan at the late date to recoup the different in disposable income [resulting from FICA tax withholding] would not substantially increase the percentage paid to unsecured creditors.” (JC200268.)

House Response: Objection. As explained in its Response to Stipulation 401, the House declines to stipulate to excerpts from the April 1, 2004 Adoue letter.

403. In his April 1, 2004 letter, S.J. Beaulieu’s staff attorney advised that, “[s]ince 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.” (JC200268.)

House Response: Objection. As explained in its Response to Stipulation 401, the House declines to stipulate to excerpts from the April 1, 2004 Adoue letter.

404. S.J. Beaulieu never brought any allegations of misconduct or improprieties in connection with the Porteouses’ bankruptcy case to the attention of the bankruptcy court or Judge Greendyke.

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

405. The Porteouses timely paid all repayments called for under their confirmed Chapter 13 repayment plan.

House Response: Objection. The House declines to agree to this proposed stipulation because it is an unsupported generalization, to which the House has no knowledge or information and is unable to stipulate.

406. Upon completion of their Chapter 13 repayment plan, the Porteouses paid more than \$57,000, of which more than \$52,000 was disbursed to unsecured creditors. (SC00419.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading and is an incomplete statement of the factual record.

407. The Porteouses received a discharge following completion of their Chapter 13 repayment plan on July 22, 2004. (SC00013.)

House Response: Agreed. The House will stipulate to this fact.

408. S.J. Beaulieu, as Chapter 13 Trustee, did not object to the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

409. No creditor objected to the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

410. The government did not object to the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

411. No other party objected to the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

412. S.J. Beaulieu, as Chapter 13 Trustee, has not sought to revoke the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

413. No creditor has sought to revoke the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

414. The government has not sought to revoke the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

415. No other party has sought to revoke the Porteouses' discharge.

House Response: Objection. The House declines to agree to this proposed stipulation because it is materially misleading and is an incomplete statement of the factual record.

416. On May 18, 2007, the Criminal Division of the Justice Department sent a letter to Fifth Circuit Chief Judge Edith H. Jones. (SC00767-88.)

House Response: Agreed. The House will stipulate to this fact.

417. In its May 18, 2007 letter to Chief Judge Jones, the Justice Department stated that it would "not seek criminal charges against Judge Porteous" in connection with the allegations that he "filed false declarations, concealed assets, and acted in criminal contempt of court during his personal bankruptcy action." (SC00767.)

House Response: Objection. The House seeks to admit the entire May 18, 2007 DOJ letter so that statements made in that letter cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that letter.

418. Among the considerations stated in Justice Department's May 18, 2007 letter for its the decision not to seek criminal charges against Judge Porteous were "concerns about the materiality of some of Judge Porteous's provably false statements; the special difficulties of proving mens rea and intent to deceive beyond a reasonable doubt in a case of this nature; and the need to provide consistency in charging decisions concerning bankruptcy and criminal contempt matters." (SC00767 & SC00774 n.5.)

House Response: Objection. The House seeks to admit the entire May 18, 2007 DOJ letter so that statements made in that letter cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that letter.

419. On July 25, 2007, Ron Woods and Larry Finder interviewed S.J. Beaulieu. (JC200251-53.)

House Response: Agreed. The House will stipulate to this fact.

420. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that “the only preferential treatment he provided to Porteous was to hold his 341 meeting on the docket from morning to afternoon to reduce the chances of Porteous being seen by bankruptcy lawyers.” (JC200251.)

House Response: Objection. The House seeks to admit the entire June 25, 2007 interview memorandum of S.J. Beaulieu, so that statements made in that memorandum cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that memorandum.

421. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that, since the Porteouses’ amended petition “had been filed prior to the 341 hearing,” “the unsecured creditors all received notice of the actual identities of the debtors.” (JC200252.)

House Response: Objection. As explained in its Response to Stipulation 420, the House declines to stipulate to excerpts from the June 25, 2007 interview memorandum of S.J. Beaulieu.

422. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that, since the Porteouses’ “unsecured creditors all received notice of the actual identities of the debtors,” he viewed their use of incorrect names on their initial bankruptcy petition to be one of “no harm, no foul.” (JC200252.)

House Response: Objection. As explained in its Response to Stipulation 420, the House declines to stipulate to excerpts from the June 25, 2007 interview memorandum of S.J. Beaulieu.

423. During their July 25, 2007 interview, S.J. Beaulieu told Ron Woods and Larry Finder that knowledge of the Porteouses’ “gambling loss[es] would not have affected his judgment in any way” and “many, if not most, of the debtors that come before him have gambling problems.” (JC200252-53.)

House Response: Objection. As explained in its Response to Stipulation 420, the House declines to stipulate to excerpts from the June 25, 2007 interview memorandum of S.J. Beaulieu.

424. In 2001, 1,031,493 debtors filed for Chapter 7 bankruptcy protection and 419,750 debtors filed for Chapter 13 bankruptcy protection, for a total of 1,451,243 debtors who sought bankruptcy protection. (See Bankruptcy statistics for calendar year 2001 maintained by the Administrative Office of the U.S. Courts on behalf of the Federal Judiciary, http://www.uscourts.gov/uscourts/Statistics/BankruptcyStatistics/BankruptcyFilings/2001/1201_f2.xls.)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading. The House does not object, however, to Judge Porteous submitting the referenced report as part of his evidence at trial, thus allowing each Senator to give the report whatever weight he or she deems appropriate.

425. In 1999, U.S. Bankruptcy Judge Steven W. Rhodes analyzed the bankruptcy schedules filed in 200 randomly selected consumer cases pending in the Eastern District of Michigan and found that 99% (198 of 200) of those schedules contained errors. (See Steven W. Rhodes, *An Empirical Study of Consumer Bankruptcy Papers*, 73 Am. Bankr. L.J. 653, 678 (1999).)

House Response: Objection. The House declines to agree to this proposed stipulation because it is misleading. The House does not object, however, to Judge Porteous submitting the referenced article as part of his evidence at trial, thus allowing each Senator to give the article whatever weight he or she deems appropriate.

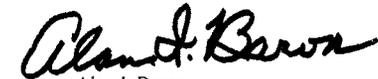
Respectfully submitted,

THE UNITED STATES HOUSE OF REPRESENTATIVES

By


Adam Schiff, Manager


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Managers of the House of Representatives: Adam B. Schiff, Bob Goodlatte, Zoe Lofgren, Henry C. "Hank" Johnson, F. James Sensenbrenner, Jr.

August 12, 2010

**In The Senate of The United States
Sitting as a Court of Impeachment**

)
In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)
)

**JUDGE G. THOMAS PORTEOUS, JR.'S REPLY
TO THE HOUSE OF REPRESENTATIVES' RESPONSES AND OBJECTIONS TO
HIS PROPOSED STIPULATIONS OF FACT**

Judge Porteous respectfully replies to the House of Representative's Responses and Objections to the stipulations of fact that he proposed on August 5, 2010, as follows:

Introduction and Summary

Judge Porteous has made every effort to work with the House to either agree to its proposed stipulations or suggest factual corrections or other changes that would permit Judge Porteous to agree to the maximum number of such proposed stipulations. In so doing, Judge Porteous recognized and attempted to further the Senate's interest in streamlining the trial by agreeing to as many stipulations possible. *See* Transcript of August 4, 2010 Senate Impeachment Trial Committee Hearing, at 71 (Chairman McCaskill stating that "we want as much as possible in this record to encourage stipulations. There is a lo[t of] stipulations that the two of you [the House and the defense] can do on facts that would streamline this considerably.")

The House, however, has made it clear that it has no such interest in seeking to streamline the trial, or perhaps the House simply hopes that, by failing to agree to Judge Porteous's proposed stipulations, the Senate will force Judge Porteous into agreeing to stipulations that

unfairly favor the House's position.¹ Instead of working to narrow the number of disputed issues to be resolved at the evidentiary hearing, the House has objected (either in whole or in part) to more than 90% of Judge Porteous's proposed stipulations. The following chart summarizes the disparity between the House's responses and Judge Porteous's responses to the parties' respective proposed stipulations:

Comparison of Responses to Proposed Stipulations

House Proposed Stipulations (Total = 309)			Porteous Proposed Stipulations (Total = 425)		
	Number	%		Number	%
Accepted in Whole by Judge Porteous	120	38.8%	Accepted in Whole by the House	28	6.6%
Accepted in Part, Objected in Part	105	33.9%	Accepted in Part, Objected in Part ²	23	5.4%
Objected to Entirely by Judge Porteous	84	27.2%	Objected to Entirely by the House	374	88.0%

Out of the House's many objections, however, the House directly challenged the factual accuracy of only 4 (of a total of 425) of Judge Porteous's proposed stipulations. (*See* House Response to Porteous Proposed Stipulation Nos. 284, 308, 390, 392.) The remainder of the House's objections take issue with the form – but not the substance – of Judge Porteous's proposed stipulations.

¹ Indeed, this case differs from past impeachments trials, where it was the defense that initially resisted agreeing to stipulations until forced to do so by the Senate. *See, e.g.*, Stmt. on Behalf of U.S. District Judge Alcee L. Hastings Concerning Procedures Necessary for a Fair Trial in the Senate, S. Rep. 101-1 at 105 (explaining that Judge Hastings did not intend to agree to any stipulations of fact), and S. Res. 480, 100th Cong. § 4 (1988) (requesting counsel for the House and Judge Hastings "to work together to stipulate to evidentiary matters that are not in dispute"). Here, however, while Judge Porteous has fully engaged in the stipulation process and agreed (at least in part) to most of the House's proposed stipulations, it is the House that has frustrated that process by objecting to almost all of Judge Porteous's proposed stipulations.

² This figure includes proposed stipulations for which the House requested additional factual support.

Both the sheer number of its objections and the House's purported bases for those objections (as well as its failure to suggest additional or alternative language that could lead to a resolution, as Judge Porteous has done) speak volumes about the House's unwillingness to work with the defense or to reduce the burden on the parties and the Senate – as the Senate Impeachment Trial Committee (the “Committee”) specifically requested.³ The House has refused to agree to the great majority of Judge Porteous's proposed stipulations despite its insistence that he be forced to agree to similar stipulations proposed by the House (or, alternatively, face the admission of all prior, prejudicial records).

The House has once again shown that it feels free to demand unreasonable concessions from the defense while having no intention of making concessions on pre-trial issues ranging from the length of the trial to discovery to stipulations. On the issue of stipulations, Judge Porteous accepted 38.8% (or 120 out of 309) of the House's proposed stipulations as written, while the **House accepted only 6.6%** (28 out of 425) of Judge Porteous's proposed stipulations in whole. This disparity is further magnified when considering those proposed stipulations that the parties accepted in part. Judge Porteous accepted a total of 72.8% (225 out of 309) of the House's proposed stipulations either in whole or in part. The House, however, accepted a total

³ The House has instead used the suggested opposition of the defense to stipulations as a basis for its demands to import significant parts of the record from the Fifth Circuit and grand jury – despite the lack of a full adversarial process in either of those proceedings. House impeachment counsel repeatedly have alluded to their anticipation that the defense would refuse to stipulate to facts, an argument that – it is now clear – is nothing but a straw man. It is, however, consistent with their repeated objections in writing and in conferences that Judge Porteous must first raise and resolve issues directly with the House despite the House's repeated refusal to respond to simple inquiries in a timely fashion. Even after the House impeachment counsel promised, for example, to confirm whether the House is paying for its expert witnesses to travel to the trial, they have simply failed to share that information with the defense. Similarly, the House impeachment counsel have only within the last day provided unredacted copies of certain documents, claiming falsely that the defense never previously asked for those documents. This obstruction of efforts to confer or to confirm facts is adding to the considerable burden of preparing a defense in a short period before the scheduled trial.

of only 12% (51 out of 425) of Judge Porteous's proposed stipulations either in whole or in part.⁴ As these numbers make clear, Judge Porteous has agreed to significantly more stipulations than has the House, as well as has gone to significantly greater lengths to specify where agreement exists in part and what modifications are needed to reach complete agreement. Judge Porteous's proposed stipulations were based primarily on record evidence or sworn testimony and were designed to narrow the issues for trial; nevertheless the House rejected those proposed stipulations that did not support the House's theory of its case.

Beyond the numerical disparity, the House has relied primarily on boiler-plate objections repeated *ad nauseam* throughout its responses. This use of form objections, paired with the House's refusal in most instances to offer any proposed revisions that would resolve its concerns, has significantly impaired the Committee's goal of streamlining the trial by reducing the number of disputed issues through stipulations. Rather than further that process by meaningfully considering and responding to Judge Porteous's proposed stipulations, the House largely misconstrued and objected to Judge Porteous's proposed stipulations in order to advocate for the admission of all prior testimony and record material. This approach is indicative of the House's broader strategy of seeking to rely on past testimony and record material – no matter how constitutionally and procedurally defective – in order to avoid subjecting its witnesses and evidence to full and fair cross-examination in a truly adversarial process that could undermine the House's case and get in the way of a quick conviction.

⁴ Moreover, as detailed below, for the four stipulations proposed by Judge Porteous that the House requested additional information or support, Judge Porteous provided it. (*See* Porteous Reply to House Response to Porteous Proposed Stipulation Nos. 1, 3, 4, & 253.) Judge Porteous also accepted either in whole or in part the revised stipulations offered by the House in response to 13 of Judge Porteous's proposed stipulations. (*Id.* at Nos. 10, 15, 21, 125, 126, 192, 194, 196, 280, 311, 312, 380, 382.)

I. Judge Porteous's Reply to the House's General Objections

Because so many of the House's objections consist of flat refusals to stipulate, which are repeated verbatim or with minor changes throughout the House's responses, Judge Porteous replies to those objections once, as follows.

A. The House's Refusal to "Stipulate to Excerpts" of Testimony or Documents

The House's single most frequent objection – asserted in response to more than 220 proposed stipulations – is its refusal to stipulate to facts that the House has unilaterally and incorrectly labeled as “excerpts from [an individual's] testimony” or “excerpts from [a particular document].” (*See, e.g.*, House Response to Porteous Proposed Stipulation Nos. 22 & 138.) The House is incorrect. These proposed stipulations do not seek agreement as to excerpts of testimony or documents. They seek to establish facts, for which the House has offered no basis to dispute, and which have been established by witness testimony and/or underlying documents. While the facts at issue in these proposed stipulations could be established through witnesses and documents at trial, the whole point of stipulations is to address such undisputed issues prior to the evidentiary hearing, so as to streamline that proceeding.⁵ By repeatedly asserting boilerplate, non-substantive objections, the House has derailed the Committee's goal of narrowing the number of factual issues about which the House and the defense disagree. The House has frustrated the stipulation process and, as a result, created significant additional work for the Committee and the defense in that both may be required to cull through the record and spend

⁵ *See, e.g., Zuchowicz v. United States*, 140 F.3d 381, 392 (2d Cir. 1998) (“The purpose of a pre-trial stipulation ... is precisely to narrow the scope of trial by eliminating issues that the parties do not dispute.”); *Sims v. Wyrick*, 743 F.2d 607, 610 (8th Cir. 1984) (“The usual purpose of a stipulation is to reduce the proof needed at trial and to narrow the focus of the parties' efforts.”).

valuable trial time introducing, discussing, and considering facts that are undisputable and, ultimately, undisputed.

Judge Porteous's Proposed Stipulation No. 22, and the House's response thereto, provides a good example of a fact that has been established by witness testimony, but to which the House has nevertheless refused to stipulate. That proposed stipulation, and the House's response, reads as follows:

22. From the early 1970s through the early 2000s, Judge Porteous and Robert Creely were very close friends. (*See* Tr. of Creely Dep. at 10-11, 134.)

House Response: Objection. The House seeks to admit all prior testimony of Robert Creely,¹¹ so that his testimony cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from Mr. Creely's testimony.

By its terms, this proposed stipulation simply seeks to establish that Judge Porteous and Robert Creely were close friends during the stated time period – a fact to which Mr. Creely testified during his recent Senate deposition and which is not seriously in dispute. (*See* Tr. of August 2, 2010 Creely Dep. at 10-11, 134.) Nevertheless, the House refused to stipulate to this fact, opting instead to object to the proposed stipulation on the ground that it is based on an excerpt of Mr. Creely's testimony. The House does not dispute the truth of the proposed stipulation but makes an irrelevant objection, in an apparent attempt to frustrate the smooth resolution of pre-trial issues.

Judge Porteous's Proposed Stipulation No. 138 similarly provides an example of the House's improper use of boiler-plate objections with regard to facts established by various documents. That proposed stipulation, and House's response thereto, consists of the following:

138. The agreement to retain Don Gardner as additional counsel for Lifemark in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid an additional \$100,000 if Judge Porteous withdrew from the case. (HP Ex. 35(b).)

House Response: Objection. The House declines to stipulate to excerpts from the retainer agreement between Lifemark and Don Gardner. The House seeks to admit the entire retainer agreement, so that the agreement cannot be mischaracterized and so that portions of it cannot be taken out of context.

Here again, the proposed stipulation simply seeks to establish the undisputed fact that, under the terms of the Gardner retainer agreement, if Judge Porteous withdrew from the *Lifemark* case following Mr. Gardner's retention as additional counsel for Lifemark, Mr. Gardner would have been entitled to an additional \$100,000. The House, however, has refused to stipulate even to this simple, indisputable fact, not because it disputes the underlying fact, but on the ground that the fact is established in a larger document. Moreover, the House does not propose additional language that would allow the fact to be considered "in context;" it just objects.

In these examples (of which there are many more), the House refused to stipulate to facts solely on the basis of the House's characterization of the proposed stipulations as excerpts of testimony or a document. Instead of taking issue with the specific fact or suggesting revisions that would make the proposed stipulations acceptable, the only alternative offered by the House is to "admit all prior testimony of [the witness]" or to "admit the entire [document]." (*See, e.g.,* House Response to Porteous Proposed Stipulation Nos. 22 & 138.)

The House employed this same objection and tactic in response to a huge number of proposed stipulations dealing with a variety of facts established and/or confirmed during the recent depositions of Robert Creely, Jacob Amato, Louis Marcotte, and Lori Marcotte, as well as established by a series of underlying documents. (*See* House Response to Porteous Proposed Stipulation Nos. 7, 9-10, 18-20, 22-26, 28, 35-61, 64-67, 69-76, 78-104, 106, 110-11, 115-124,

127, 137-40, 142-47, 149-77, 184-87, 190-91, 193, 195, 197-02, 206-09, 212, 222-26, 234-35, 237-41, 246-52, 254-57, 269, 275-76, 278, 285-88, 290-92, 294-300, 301, 314-30, 395-99, 401-03, 417-18, & 420-23.) In each instance involving facts established by recent deposition testimony, the House has objected and sought to “admit all prior testimony” – including, among other things, grand jury testimony and House Impeachment Task Force deposition testimony. (*Id.* at Nos. 22 n.3 [Creely], 28 n.4 [Amato], 173 n.5 [Louis Marcotte], & 174 n.6 [Lori Marcotte].) As explained in Judge Porteous’s Motion to Exclude Prior Testimony,⁶ as well as at the August 4, 2010 Committee Hearing on that motion, such testimony is constitutionally defective and should not be admitted in this proceeding since Judge Porteous had no opportunity to either attend or engage in meaningful cross-examination at those proceedings.

The House’s boiler-plate refusals to “stipulate to excerpts” are improper and baseless, are intended merely to obstruct, and should be rejected. In order to save considerable time and effort at the evidentiary hearing, the House should be required to accept (or assert a legitimate, substantive objection to) the proposed stipulations that it objected to on the basis of refusing to “stipulate to excerpts.” To do otherwise would countenance the House’s improper attempt to hijack the stipulation process for purposes of reiterating and supporting its argument that all prior testimony and record material should be admitted in this proceeding.

B. The House’s Refusal to Stipulate With Regard to the Articles of Impeachment

The House has also flatly refused to “stipulate with regard to what the Articles of Impeachment do or do not allege.” (*See* House Response to Porteous Proposed Stipulation Nos. 6, 188, 189, 258, 259, & 310.) For example, Judge Porteous proposed that the parties stipulate

⁶ *See* Judge G. Thomas Porteous, Jr.’s Motion to Exclude Prior Testimony and Limit the Presentation of Testimonial Evidence to Live Witnesses, filed with the Committee on July 21, 2010, and incorporated herein by reference.

that “Judge Porteous was not impeached for any bribe or kickback received as a state or federal judge.” (*Id.* at No. 6.) In response, the House stated: “Objection. The House declines to stipulate to any negative statements. The House further declines to stipulate with regard to what the Articles of Impeachment do or do not allege.” (*Id.*) Though apparently seeking to avoid locking itself in with regard to what is and is not alleged in the Articles of Impeachment, the House failed to assert any substantive objection or opposition to the undisputable fact of Judge Porteous’s proposed stipulation – namely that he was not impeached for any bribe or kickback. The House’s objection and refusal to stipulate is an improper attempt to leave open the possibility that the House could argue, for example, that Judge Porteous committed a crime that was not alleged in the Articles of Impeachment. This would be extremely prejudicial and unfair to Judge Porteous.

In addition to being completely unsupported, the House’s refusal to stipulate with regard to the allegations against Judge Porteous is inappropriate on its face. The Constitution delegates “the sole Power of Impeachment” to the House of Representatives. U.S. CONST. art. I, § 2, cl. 5. Accordingly, the House alone has the power to frame, pass, and present articles of impeachment to the Senate for trial. Judge Porteous, as the accused, is entitled to know precisely what he is alleged to have done that warrants his removal from office. Moreover, the Senate, to which the Constitution delegates “the sole Power to try all Impeachments,” must know exactly what conduct is alleged by the House to warrant removal. U.S. CONST. art. I, § 3, cl. 6. Without that information, the Senators cannot determine, by the constitutionally-required two-thirds majority, that the alleged acts occurred and are sufficiently egregious to justify removal. Thus, it is grossly inequitable for the House to refuse to stipulate as to “what the Articles of Impeachment do or do

not allege.”⁷ The Committee should reject this attempt and direct the House to stipulate with regard to what allegations are contained within the Articles.

C. The House’s Refusal to Stipulate to “Negative Statements”

The House’s refusal to stipulate “to any negative statements” is inappropriate. (See House Response to Porteous Proposed Stipulation Nos. 6, 62-63, 77, 105, 112-14, 148, 175, 188-89, 203-05, 210, 215, 217-21, 230, 245, 256, 258-60, 265-69, 271-74, 276-79, 282, 289, & 390.) Stipulations are designed to reduce the number of facts to be proven at trial and thereby streamline the fact finding process. That aim is particularly important in a case such as this where there are a significant number of undisputed facts and the time allotted for presentation of evidence is limited. Whether a statement in a proposed stipulation can be characterized as “positive” or “negative” has no bearing on whether it is true, or whether it can and should be stipulated to by the parties. Moreover, statements such as those labeled as “negative” by the House (including, for example, Porteous Proposed Stipulation No. 62: “No federal rule or law bars federal judges from accepting meals from lawyers”) are particularly appropriate for resolution through stipulation because they are otherwise very time-consuming to establish. Indeed, the House conceded that stipulations of “negative” statements are permissible and an appropriate way to conserve the Committee’s time when it included such statements in the stipulations that it proposed to Judge Porteous.⁸

⁷ The propriety of the House’s objections is further undermined by the fact that it agreed to stipulate that “Adam Barnett has never been criminally charged with any matter related to the Articles of Impeachment.” (See House Response to Porteous Proposed Stipulation No. 281.) As such, it appears that the House is selectively refusing to stipulate with regard to the Articles, refusing only where it desires not to limit its options or stipulate to unhelpful facts.

⁸ See, e.g., House Proposed Stipulation Nos. 175, 189, 291, & 300, each of which Judge Porteous accepted either in whole or in part.

Similar to its position with regard to defining the scope of the Articles of Impeachment, the House appears to have refused to stipulate to “negative statements” in order to increase the burden on the defense and the Committee and to preserve its options at trial either to pursue new theories of the case or introduce new evidence. Indeed, the proposed stipulations that the House objected to (at least in part) as “negative statements” include the following:

- 6. Judge Porteous was not impeached for any bribe or kickback received as a state or federal judge.
- 105. The House of Representatives has no documentary evidence regarding the amount of cash that was given to Judge Porteous from Robert Creely.
- 189. Article II does not allege that Judge Porteous made a single false statement himself.
- 269. The Marcottes and Bail Bonds Unlimited never provided any home repairs for Judge Porteous while he was a Federal judge.

All of these proposed stipulations are confirmed by documentary or testimonial evidence and cannot reasonably be disputed. They are narrow and meant to reduce the time required to try this case. Furthermore, the House has not challenged any of these proposed stipulations as false or provided any substantive basis on which to refuse to agree to stipulate. In furtherance of the Committee’s goal of streamlining the evidentiary hearing, the House should be forced to stipulate (or provide legitimate, substantive objections) to all proposed stipulations that it previously opposed on the basis of containing “negative statements.”

D. The House’s Refusal to Stipulate With Regard to Its Own Evidence

The House has also refused to agree to a number of stipulations on the basis that the proposed stipulations “attempt to characterize the House’s evidence.” (See House Response to Porteous Proposed Stipulation Nos. 77, 105, 210-11, 213, 215-20, 265-68, 270-71, 273, 279, & 289.) This objection is improper and should be rejected. Judge Porteous has not attempted to characterize the House’s evidence, but, instead, simply has attempted to establish what evidence

does *and does not* exist in connection with the Articles of Impeachment. For example, Judge Porteous’s proposed stipulation No. 77 states that, “The House of Representatives has no evidence that Jacob Amato appeared before Judge Porteous in state court in any case where Mr. Amato prevailed in terms of a trial victory or judgment.” This proposed stipulation is simple and straightforward, and contains no “characterization” of the House’s evidence. Either the House has such evidence, or it does not. In order to expedite and streamline the evidentiary hearing, as well as reduce the chance for surprise evidence at trial, the House should be required to accept (or provide legitimate, substantive objections in response to) the proposed stipulations to which it objected on the basis of “attempt[ing] to characterize the House’s evidence.”

E. The House’s Refusal to Stipulate to Demonstrably True Facts

The House further refused to stipulate to a number of demonstrably true facts. This is clearly improper and should not be permitted. As an example, the House refused to stipulate that “[t]he FBI investigated Judge Porteous and he was never charged with a single criminal act as a state or federal judge.” (See Porteous Proposed Stipulation No. 5.) The House further refused to stipulate to the number of federal district and magistrate judges who presided over the *Lifemark* case. (*Id.* at Nos. 128, 129, 130, & 131.) Despite being simple factual issues, which are undisputed and demonstrably true, in each case the House objected on the ground that the proposed stipulations were “incomplete.” (See House Response to Porteous Proposed Stipulation Nos. 5, 128, 129, 130, & 131.) Instead of specifying how the proposed stipulations were incomplete, or suggesting additional language to make them complete, however, the House simply objected. Moreover, with regard to the *Lifemark* case, the House stated – consistent with its broader strategy of frustrating the stipulation process and using the resulting failure as a basis for seeking to admit all prior testimony and record materials – that it would seek to admit the

entire PACER docket report for the *Lifemark* case. This proposal is unnecessary and inappropriate and simply would overburden the Committee with needless and unnecessary material, the important essence of which can be encapsulated in a simple stipulation. There is simply no need to impose upon the Committee to scour the docket to determine how many judges presided over the *Lifemark* case, particularly when the defense is attempting to resolve that purely factual issue with the House prior to trial via stipulation.

F. The House's Refusal to Stipulate to "Generalization[s]" or "Characterization[s] of the Law"

Finally, the House has asserted a series of objections on the basis that some of Judge Porteous's proposed stipulations constitute "generalization[s]" or "characterization[s] of the law," which are purportedly "improper for stipulation." (See House Response to Porteous Proposed Stipulation Nos. 17, 43, 59, 62-63, 68, 108-12, 114, 141, 148, 175, 178-83, 203-05, 223-35, 241-52, 254-56, 260, 272, 274, 277, 282, 302-06, 340, 350, 382, 385-87, & 405.) The House's unsupported descriptions notwithstanding, Judge Porteous's proposed stipulations are statements of fact and proper for stipulation. For example, Judge Porteous's proposed stipulation No. 17 states that "Witnesses are generally allowed to see immunity orders before testifying." This is a proposed statement of fact, to which Judge Porteous seeks the House's agreement to streamline the trial. The Committee should require the House to stipulate (or provide a legitimate, substantive basis to object) to the proposed stipulations that it previously refused to accept on the basis that they are "generalization[s]" or "characterization[s] of the law."

II. Judge Porteous's Reply to Those House Responses Requesting Additional Information or Agreeing in Part to Proposed Stipulations

For the few proposed stipulations that the House indicated that it would (1) stipulate if supplied with additional information or (2) stipulate in part, Judge Porteous responds as follows:

1. Judge Porteous graduated from Cor Jesu, now Brother Martin, High School and was honored as the alumnus of the year there in 1997.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

Porteous Reply: Judge Porteous directs the House to the March 2010 edition of the Brother Martin High School magazine, available online at <http://www.brothermartin.com/alumni/documents/CenturyII-March2010.pdf>, which lists (on page 2) Judge Porteous as a 1964 graduate of Cor Jesu High School and the 1997 recipient of the Ellender Award for Alumnus of the Year.

3. In 1984, Judge Porteous was elected Judge to an open seat of the 24th JDC in Jefferson Parish, Louisiana without opposition.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

Porteous Reply: Counsel for Judge Porteous contacted the Louisiana Secretary of State and was informed that, for judges who ran unopposed for a seat on the Louisiana state court bench in the 1980s, the judge would not have appeared on the ballot. Therefore, there is no single document available to demonstrate that in 1984 Judge Porteous ran unopposed and was elected to an open seat on the 24th JDC in Jefferson Parish, Louisiana. Nevertheless, it is undisputed that Judge Porteous was a judge in the 24th JDC in Jefferson Parish, Louisiana from 1984 to 1994, and that he was elected to that position.

4. In 1990, Judge Porteous was re-elected without opposition.

House Response: If Judge Porteous provides the House with sufficient support for this proposed stipulation, the House will agree to the stipulation.

Porteous Reply: Counsel for Judge Porteous contacted the Louisiana Secretary of State and was informed that, for judges who ran unopposed for a seat on the Louisiana state court bench in the 1990s, the judge would not have appeared on the ballot. Therefore, there is no single document available to demonstrate that in 1990 Judge Porteous ran unopposed and was reelected to a seat on the 24th JDC in Jefferson Parish, Louisiana. Nevertheless, it is undisputed that Judge Porteous was a judge in the 24th JDC in Jefferson Parish, Louisiana from 1984 to 1994, and that he was elected and reelected to that position.

10. On August 28, 2007, Chief Judge Jones filed a “Complaint of Judicial Misconduct” declaring: “I initiate, nunc pro tunc, a complaint of judicial misconduct concerning the Honorable Thomas G. Porteous, Jr. (sic).”

House Response: Agreed in part. The House will stipulate that Chief Judge Jones initiated a “Complaint of Judicial Misconduct” concerning Judge Porteous on August 28, 2007. The House seeks to admit the entire August 28, 2007 Complaint of Judicial Misconduct so that statements made in the Complaint cannot be mischaracterized or taken out of context. The House declines to stipulate to excerpts from that Complaint.

Porteous Reply: Judge Porteous will stipulate that on August 28, 2007, Chief Judge Jones filed a “Complaint of Judicial Misconduct” concerning Judge Porteous. The House offers no objection to the fact the Chief Judge Jones made the quoted statement, and no basis on which to assert that that quote mischaracterizes the events or was taken out of context.

15. The order compelling Judge Porteous’s testimony before the Fifth Circuit was signed three weeks before the hearing where it was presented to Judge Porteous for the first time. (See HP Ex. 010.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because it is argumentative and misleading. The House will agree to stipulate that the Porteous Immunity Order was signed by Chief Judge Jones on October 5, 2007.

Porteous Reply: Judge Porteous will stipulate that the Immunity Order issued to him in connection with the Fifth Circuit proceeding was signed by Chief Judge Jones on October 5, 2007. Judge Porteous requests that the Senate take notice that the date of the signature on that immunity order (October 5, 2007) is more than three weeks prior to Judge Porteous’s receipt of the order (on October 29, 2007).

21. Robert Creely and Judge Porteous have known each other since 1974. (See Tr. of Robert Creely Dep., taken on August 2, 2010 (hereinafter “Tr. of Creely Dep.”), at 9.)

House Response: Agreed in part. The House will stipulate that Robert Creely and Judge Porteous have known each other since *approximately* 1974.

Porteous Reply: Judge Porteous will stipulate that Robert Creely and Judge Porteous have known each other since approximately 1974.

125. During the period when Judge Porteous was a state judge, a curatorship would on average result in \$200 or less in profit for attorneys assigned such curatorships.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that from 1988 to 1994, a law firm would earn a fee of between \$150–\$200 for each curatorship assigned to it by a judge in the 24th Judicial District.

Porteous Reply: Judge Porteous will stipulate that from 1988 to 1994 attorneys who were assigned a curatorship by a judge in the 24th Judicial District of Louisiana would earn a fee of no more than between \$150 and \$200 for that curatorship.

126. Robert Creely had no involvement in the *Lifemark v. Liljeberg* case (No. 2:93-cv-1794). (See Tr. of Creely Dep. at 52.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that Robert Creely did not enter an appearance the *Lifemark v. Liljeberg* case.

Porteous Reply: While Judge Porteous will stipulate that Robert Creely did not enter an appearance in the *Lifemark v. Liljeberg* case, Judge Porteous requests that the House explain why it refuses to stipulate that Mr. Creely had no involvement in the *Lifemark* case, as Mr. Creely himself testified during his Senate deposition earlier this month. (See Tr. of Creely Dep. at 52.)

192. Judge George Giacobbe continues to serve as a state Court judge in Louisiana.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will stipulate that Judge George Giacobbe currently serves as a state court judge in Louisiana.

Porteous Reply: Judge Porteous will stipulate that Judge George Giacobbe currently serves as a state court judge in Louisiana.

194. Judge Roy Cascio continues to serve as a state Court judge in Louisiana.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will stipulate that Judge Roy Cascio currently serves as a state court judge in Louisiana.

Porteous Reply: Judge Porteous will stipulate that Judge Roy Cascio currently serves as a state court judge in Louisiana.

196. Judge Stephen J. Windhorst continues to serve as a state Court judge in Louisiana.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will stipulate that Judge Stephen J. Windhorst currently serves as a state court judge in Louisiana.

Porteous Reply: Judge Porteous will stipulate that Judge Stephen J. Windhorst currently serves as a state court judge in Louisiana.

213. The only documentary evidence that the House of Representatives has of lunches between Judge Porteous, while he was on the Federal bench, and the Marcottes consists of receipts and orders that detail the following information:

- On August 6, 1997, there was a lunch at the Beef Connection. The bill amounted to \$287.03. There were five attendees.
- On August 25, 1997, there was a lunch at the Beef Connection. The bill amounted to \$352.43. There were ten attendees.
- On November 19, 1997, there was a lunch at the Beef Connection. The bill amounted to \$395.77. There were ten attendees.
- On August 5, 1998, there was a lunch at the Beef Connection. The bill amounted to \$268.84. There were nine attendees.
- On February 1, 2000, there was a lunch at the Beef Connection. The bill amounted to \$328.94. There were eight attendees.
- On November 7, 2001, there was a lunch at the Beef Connection. The bill amounted to \$635.85. There were fourteen attendees. (*See* HP Exs. 372(a)-(e).)

House Response: Objection. The House declines to agree to any proposed stipulations that attempt to characterize the House's evidence. The House will agree to stipulate, however, to the contents of the receipts from the Beef Connection lunches dated August 6, 1997, August 25, 1997, November 19, 1997, August 5, 1998, February 1, 2000, and November 7, 2001, regarding the total bill amount and the number of attendees, which included Judge Porteous.

Porteous Reply: As discussed above, this proposed stipulation does not "attempt to characterize the House's evidence." Instead, Judge Porteous simply seeks to establish that the only evidence that the House has of lunches between Judge Porteous, while he was on the federal bench, and the Marcottes consists of the six receipts and orders listed in this proposed stipulation. Judge Porteous, therefore, requests that the House either so stipulate or state what other evidence it possesses.

253. Between 1984 and 1994, in 24th Judicial District Court of Louisiana, state court judges were given the authority and responsibility for setting bonds. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62; *see also* Tr. of Louis Marcotte Dep. at 58:12-23.)

House Response: If Judge Porteous provides support to the House for this proposed stipulation, the House will agree to the stipulation.

Porteous Reply: Judge Porteous directs the House to the Report of the House Judiciary Committee, which states that, “The procedures in the [24th Judicial District Court] courthouse during the relevant time period called for bond to be set by a sitting magistrate assigned to that duty. However, any judge in the courthouse could set bond....” (House Judiciary Committee Report, March 4, 2010, Report 111-427, at 62.)

280. Adam Barnett was a bail bondsman who worked closely with the Marcottes in Gretna. (*See* House Judiciary Committee Report, March 4, 2010, Report 111-427, at 68.)

House Response:⁹ Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that Adam Barnett was a bail bondsman who on occasion had business dealings with the Marcottes in Gretna.

Porteous Reply: Judge Porteous will stipulate that Adam Barnett was a bail bondsman who on occasion had business dealings with Louis and Lori Marcotte in Gretna, Louisiana.

311. Beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed dozens of witnesses. (*See* generally FBI Background Check of Judge Porteous, HP Ex. 069(b).)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed many individuals. The House further seeks to admit

⁹ The House’s refusal to agree to this and other stipulations appears to be part of an ongoing effort to bar evidence or obstruct efforts by the defense. For example, the House has objected to a proposed stipulation that Adam Barnett told House impeachment counsel (in the presence of an FBI agent) that he never bought Judge Porteous a car, on the ground that the stipulation is false. (*See* House Response to Porteous Proposed Stipulation No. 283.) This fact, however, was expressly stated by Mr. Barnett in interviews with the defense as the response to one of three questions asked of him by the House and the FBI. Yet, the House is refusing not only to stipulate but also to turn over notes from that meeting despite the fact that the FBI was present – destroying any claim of privilege under applicable law.

the entire FBI background investigation of Judge Porteous so that no portion of the investigation can be mischaracterized or taken out of context.

Porteous Reply: Judge Porteous will stipulate that beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed 120 individuals.

312. During its background check, the FBI was made aware that Judge Porteous had a relationship with the Marcottes. (See PORT00000471, PORT00000503, PORT00000513-514.)

House Response: Objection. The House declines to agree to this proposed stipulation as drafted because the phrase “had a relationship with” is vague and ambiguous. The House will agree to stipulate that during its background check, the FBI was made aware that Judge Porteous knew Louis Marcotte. The House further seeks to admit the entire FBI background investigation of Judge Porteous so that no portion of the investigation can be mischaracterized or taken out of context.

Porteous Reply: Judge Porteous will stipulate that, during its background check, the FBI was made aware that Judge Porteous knew Louis Marcotte.

380. On March 28, 2001, the Porteouses had filed their tax return for the year 2000, but had not yet received either a tax refund or confirmation that they would receive a tax refund.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that the Porteouses filed their tax return for the year 2000 on March 23, 2001, and as of March 28, 2001 had not yet received their tax refund.

Porteous Reply: Judge Porteous will agree to the revisions proposed by the House in part. Consistent with the House’s Proposed Stipulation No. 153, Judge Porteous will stipulate that he signed his tax return for calendar year 2000 on March 23, 2001, and as of March 28, 2001, had not yet received either his tax refund or confirmation that he would receive a tax refund.

383. Bankruptcy Judge William Greendyke presided over the Porteouses’ bankruptcy case from shortly after its filing in March 2001 until his retirement from the bench in the first half of 2004.

House Response: Objection. The House declines to agree to this proposed stipulation as drafted. The House will agree to stipulate that Judge William Greendyke was assigned to the Porteouses’ bankruptcy case on June 5, 2001.

Porteous Reply:

Judge Porteous will agree to the revisions proposed by the House in part. Judge Porteous will stipulate that Bankruptcy Judge William Greendyke was assigned to preside over the Porteouses' bankruptcy case from June 4, 2001, until his retirement from the bench on June 1, 2004. (See SC00699.)

Respectfully submitted,

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Counsel for G. Thomas Porteous, Jr.
United States District Court Judge
for the Eastern District of Louisiana

Dated: August 19, 2010

CERTIFICATE OF SERVICE

I hereby certify that on August 19, 2010, I served copies of the foregoing by electronic means on the House Managers, through counsel, at the following email addresses:

Alan Baron – abaron@seyfarth.com

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/s/ Daniel T. O'Connor _____

In The Senate of the United States
Sitting as a Court of Impeachment

In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)

**THE HOUSE OF REPRESENTATIVES' REPLY TO JUDGE PORTEOUS'S
RESPONSES TO THE HOUSE'S PROPOSED STIPULATIONS OF FACT**

The House of Representatives (the "House"), through its Managers and counsel, respectfully submits the following proposed stipulations of fact, which identify stipulations agreed to by Judge Porteous, amend certain stipulations to address objections raised by Judge Porteous, withdraw certain stipulations in favor of live trial testimony, and present counter-arguments to certain of Judge Porteous's responses which the House deems to be improper:

CATEGORIES OF THE HOUSE'S REPLIES

In crafting its Reply to Judge Porteous's responses and objections to the House's proposed stipulations of fact, the House hereinafter will utilize the response codes identified below, which are defined as follows:

- **AGREED** – Judge Porteous has accepted the House's proposed stipulation as drafted.
- **AGREED AS REVISED** – The House has revised its proposed stipulation to incorporate language suggested by Judge Porteous. The House presumes that based upon its adoptions of Judge Porteous's proposed language, Judge Porteous will now accept the stipulation as drafted.
- **MODIFIED** – The House has revised its proposed stipulation to attempt to reach an agreement with Judge Porteous.
- **WHOLE DOCUMENT** – The House shall withdraw the proposed stipulation in favor of the entire document, which supports the stipulation, being admitted into evidence at trial.

- **WITHDRAWN** – The House shall withdraw the proposed stipulation because it contains matters on which the parties cannot agree, but which the House believes will be proven through documentary evidence or live testimony at trial.
- **DISPUTED** – The parties are in dispute over the proposed stipulation of fact. The House disagrees with Judge Porteous’s objection to the proposed stipulation and has provided counter-argument regarding why the stipulation should be accepted as drafted by the House.

THE HOUSE’S REVISED STIPULATIONS OF FACT

Factual Background

1. **AGREED AS REVISED:** Judge Porteous was born on December 15, 1946.
2. **AGREED:** Judge Porteous married Carmella Porteous on June 28, 1969.
3. **AGREED:** Judge Porteous and his wife Carmella had four children: Michael, Timothy, Thomas and Catherine.
4. **AGREED:** Judge Porteous graduated from Louisiana State University Law School in May 1971.
5. **AGREED:** From approximately October 1973 through August 1984, Judge Porteous served as an Assistant District Attorney in Jefferson Parish, Louisiana. Judge Porteous was permitted to hold outside employment while working as an Assistant District Attorney.
6. **AGREED:** From January 1973 until July 1974, Judge Porteous was a law partner of Jacob Amato, Jr. at the law firm of Edwards, Porteous & Amato.
7. **AGREED:** Attorney Robert Creely worked at the law firm of Edwards, Porteous, & Amato for some period of time between January 1973 and July 1974.
8. **AGREED AS REVISED:** Judge Porteous was elected to be a judge of the 24th Judicial District Court in Jefferson Parish, Louisiana in August 1984. He took the bench on August 24, 1984, and remained in that position until October 28, 1994.
9. **AGREED:** On August 25, 1994, Judge Porteous was nominated by President Clinton to be a United States District Court Judge for the Eastern District of Louisiana.
10. **AGREED:** Judge Porteous’s confirmation hearing before the Senate Judiciary Committee was held on October 6, 1994.
11. **AGREED:** Judge Porteous was confirmed as a United States District Court Judge for the Eastern District of Louisiana by the United States Senate on October 7, 1994.
12. **AGREED:** Judge Porteous received his judicial commission on October 11, 1994.

13. **AGREED:** Judge Porteous was sworn in as a United States District Court Judge for the Eastern District of Louisiana on October 28, 1994.
14. **AGREED:** Judge Porteous's wife, Carmella, passed away on December 22, 2005.

Procedural Background

15. **WITHDRAWN:** Starting in or about late 1999, the Department of Justice and the Federal Bureau of Investigation commenced a criminal investigation of Judge Porteous. The investigation ended in early 2007, without an indictment being issued.
16. **AGREED:** By letter dated May 18, 2007, the Department of Justice submitted a formal complaint of judicial misconduct regarding Judge Porteous to the Honorable Edith H. Jones, Chief Judge of the United States Court of Appeals for the Fifth Circuit. (HP Ex. 4).¹
17. **AGREED:** Upon receipt of the Department of Justice's May 18, 2007 complaint letter, the Fifth Circuit appointed a Special Investigatory Committee (the "Special Committee") to investigate the Department of Justice's allegations of misconduct by Judge Porteous.
18. **AGREED:** Judge Porteous was initially represented by attorney Kyle Schonekas in the Special Committee proceedings.
19. **AGREED:** Kyle Schonekas withdrew from representing Judge Porteous in the Special Committee proceedings on or before July 5, 2007.
20. **AGREED AS REVISED:** On or before August 2, 2007, attorney Michael H. Ellis began representing Judge Porteous in the Special Committee proceedings.
21. **AGREED:** On or before October 16, 2007, attorney Michael H. Ellis withdrew from representing Judge Porteous in the Special Committee proceedings because of "irreconcilable differences."
22. **MODIFIED:** A hearing regarding the allegations of misconduct against Judge Porteous was held before the Special Committee on October 29 and 30, 2007 (the "Fifth Circuit Hearing").
23. **AGREED:** After the Fifth Circuit hearing, the Special Committee issued a report to the Judicial Conference of the Fifth Circuit dated November 20, 2007, which concluded that Judge Porteous committed misconduct which "might constitute one or more grounds for impeachment." (HP Ex. 5).

¹ The "HP Exhibit" citations in these Stipulations are for ease of reference to counsel and the Senate Impeachment Trial Committee, by identifying the documentation supporting each of the House's proposed stipulations. These citations will be removed from the final stipulations, agreed to by the parties.

24. **MODIFIED:** On December 20, 2007, by a majority vote, the Judicial Council of the Fifth Circuit accepted and approved the Special Committee's November 20, 2007 Report and concluded that Judge Porteous "had engaged in conduct which might constitute one or more grounds for impeachment under Article I of the Constitution." The Judicial Council of the Fifth Circuit thereafter certified these findings and the supporting records to the Judicial Conference of the United States. Four judges concurred in part and dissented in part to the majority's opinion. In that concurring and dissenting opinion, Judge Dennis wrote that "I agree that this judicial council must publicly reprimand Judge Porteous for legal and ethical misconduct during his tenure as a federal judge. But I disagree with the council majority's conclusion that the evidence demonstrates a possible ground for his impeachment and removal from office." (HP Ex. 6 (a)).
25. **AGREED AS REVISED:** On June 17, 2008, the Judicial Conference of the United States, by its members present, determined unanimously, upon recommendation of its Committee on Judicial Conduct and Disability, to transmit to the Speaker of the House a certificate "that consideration of impeachment of the United States District Judge G. Thomas Porteous (E.D. La.) may be warranted." Two members were not present and did not participate in the Conference's deliberations on this matter.(HP Ex. 7(a)-(b)).
26. **AGREED:** On September 10, 2008, the Judicial Council of the Fifth Circuit issued an "Order and Public Reprimand" against Judge Porteous, ordering that no new cases be assigned to Judge Porteous and suspending Judge Porteous's authority to employ staff for two years or "until Congress takes final action on the impeachment proceedings, whichever occurs earlier." (HP Ex. 8).
27. **AGREED AS REVISED:** On September 17, 2008, the House of Representatives of the 110th Congress passed H. Res. 1448, which provided in pertinent part: "Resolved, That the Committee on the Judiciary shall inquire whether the House should impeach G. Thomas Porteous, a judge of the United States District Court for the Eastern District of Louisiana."
28. **AGREED:** On January 13, 2009, the House of Representatives passed H. Res. 15, continuing the authority of H. Res. 1448 for the 111th Congress.

The Liljeberg Case

29. **AGREED:** Jacob Amato, Jr. and Robert Creely formed a law partnership in about 1975 that lasted until 2005. (HP Ex. 16).
30. **WITHDRAWN:** While Judge Porteous was on the state bench, he requested cash from Robert Creely on several occasions. Creely provided cash to Judge Porteous in response to those requests. (Exs. 11, 12 and 16).
31. **WITHDRAWN:** Judge Porteous knew that some portion of the money he received from Robert Creely came from Jacob Amato, Jr. as well. (Task Force Hearing I, Exs. 16, 24).

32. **WITHDRAWN:** There came a time where Robert Creely expressed resistance to providing monies to Judge Porteous while he was on the state bench. (Task Force Hearing I and Ex. 10).
33. **WITHDRAWN:** Beginning in 1988, Judge Porteous began increasingly to assign Robert Creely curatorships. (HP Ex. 11).
34. **MODIFIED:** Available court documents establish that in 1988, Judge Porteous assigned 18 curatorships to Robert Creely. (Exs. 189–190).
35. **MODIFIED:** Available court documents establish that in 1989, Judge Porteous assigned 21 curatorships to Robert Creely. (Exs. 189–190).
36. **MODIFIED:** Available court documents establish that in 1990, Judge Porteous assigned 33 curatorships to Robert Creely. (Exs. 189–190).
37. **MODIFIED:** Available court documents establish that in 1991, Judge Porteous assigned 28 curatorships to Robert Creely. (Exs. 189–190).
38. **MODIFIED:** Available court documents establish that in 1992, Judge Porteous assigned 44 curatorships to Robert Creely. (Exs. 189–190).
39. **MODIFIED:** Available court documents establish that in 1993, Judge Porteous assigned 28 curatorships to Robert Creely. (Exs. 189–190).
40. **MODIFIED:** Available court documents establish that in 1994, Judge Porteous assigned 20 curatorships to Robert Creely. (Exs. 189–190).
41. **AGREED:** The Amato & Creely law firm earned a fee of between \$150 and \$200 for each curatorship that Judge Porteous assigned to Robert Creely.
42. **MODIFIED:** As a result of Robert Creely being assigned 192 curatorships by Judge Porteous, the Amato & Creely law firm earned fees between \$28,800 and \$38,400. (Exs. 189 and 190).
43. **WITHDRAWN:** Judge Porteous received a portion of the fees associated with the curatorships he assigned to Robert Creely. (HP Ex. 12).
44. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money for Robert Creely and Jacob Amato, Jr.:

Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?

A: Probably when I was on State bench.

Q: And that practice continued into 1994, when you became a Federal judge, did it not?

A: I believe that's correct. (HP Ex. 10).

45. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous admitted under oath that the cash he received from Robert Creely "occasionally" followed his assignment of curatorships to Creely. (HP Ex. 10).

46. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the relationship between Mr. Creely's resistance to giving Judge Porteous money and Judge Porteous's assignment of curatorships to Mr. Creely:

Q: Do you recall Mr. Creely refusing to pay you money before the curatorships started?

A: He may have said I needed to get my finances under control, yeah. (HP Ex. 10).

47. **AGREED:** At the Fifth Circuit Hearing, Judge Porteous questioned Jacob Amato, Jr. as follows regarding the reasons why Amato and Creely gave Judge Porteous money:

Porteous: [J]ust so I'm clear, this money that was given to me, was it done because I'm a judge, to influence me, or just because we're friends?

Amato: Tom, it's because we're friends and we've been friends for 35 years. And it breaks my heart to be here. (HP Ex. 20).

48. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the amount of money he received from Jacob Amato, Jr. and Robert Creely or their law firm:

Q: Judge Porteous, over the years, how much cash have you received from Jake Amato and Bob Creely or their law firm?

A: I have no earthly idea.

Q: It could have been \$10,000 or more. Isn't that right?

A: Again, you're asking me to speculate. I have no idea is all I can tell you.

Q: When did you first start getting cash from Messrs. Amato, Creely, or their law firm?

A: Probably when I was on State bench.

Q: And that practice continued into 1994, when you became a Federal judge, did it not?

A: I believe that's correct. (HP Ex. 10).

49. **AGREED:** Attorney Donald Gardner is a long time friend of Judge Porteous.

50. **DISPUTED:** While Judge Porteous was a state judge, he assigned more than 50 curatorships to Donald Gardner. (HP Ex. 36).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation because the House has not produced any documentary evidence of curatorships that were assigned to Donald Gardner.

HOUSE REPLY: The existence of documentary evidence is irrelevant to the truth of the proposed stipulation. Moreover, this stipulation is supported by sworn witness testimony. The House stands by this proposed stipulation as drafted.

51. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of cash from Don Gardner:

Q: Now, other than Messrs. Amato and Creely, who else had—what other lawyers—lawyer friends of yours have given you money over the years?

A: Given me money?

Q: Money, cash.

A: Gardner may have. Probably did.

Q: And when is the last time Mr. Gardner gave you money?

A: Before I took the Federal bench, I'm sure.

Q: Okay. And do you recall how much?

A: Absolutely not. (HP Ex. 10).

52. **AGREED:** On January 16, 1996, as a Federal judge, Judge Porteous was assigned a civil case, Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc. (HP Ex. 50).

53. **AGREED:** The Liljeberg case was filed in 1993 and had been assigned to other judges before being transferred to Judge Porteous on January 16, 1996.

54. **DISPUTED:** The Liljeberg case was set for a non-jury trial before Judge Porteous on November 4, 1996.

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation to the extent that it suggests that this was the first and only trial date set in the Liljeberg matter. The trial date in that case was set and re-set a number of times prior to the November 4, 1996 date.

HOUSE REPLY: Nothing in the House's proposed stipulation suggests that the November 4, 1996 trial date was the first or only trial date in the Liljeberg case. The House stands by this proposed stipulation as drafted.

55. **AGREED AS REVISED:** On September 19, 1996, the Liljebergs filed a motion to enter the appearances of Jacob Amato, Jr. and Leonard Levenson as their attorneys. Judge Porteous granted the motion on September 23, 1996. (Exs. 51 (a) and 51 (b)).
56. **MODIFIED:** Jacob Amato, Jr. and Leonard Levenson were hired by the Liljebergs on a contingent fee basis, and, pursuant to the terms of their retainer, only if the Liljebergs prevailed in the litigation would they receive any legal fees. (Exs. 18 and 52).
57. **AGREED:** The motion to enter Jacob Amato, Jr.'s appearance identified him as being with the law firm of Amato & Creely. (HP Ex. 51 (a)).
58. **AGREED:** On October 1, 1996, attorney Joseph Mole on behalf of his client, Lifemark, filed a Motion to Recuse Judge Porteous. (HP Ex. 52).
59. **WITHDRAWN:** When the Liljebergs filed their Motion to Recuse, Joseph Mole, counsel for Lifemark, was unaware of any prior financial relationship between Amato & Creely and Judge Porteous. (HP Ex. 52).
60. **AGREED:** The Liljebergs filed their Opposition to the Motion to Recuse, on October 9, 1996. (HP Ex. 53).
61. **MODIFIED:** After being granted leave of court, Lifemark filed its Reply to the Opposition to the Motion to Recuse on October 15, 1996. (HP Ex. 54).
62. **MODIFIED:** After being granted leave of court, the Liljebergs filed a Memorandum in Opposition to Lifemark's Reply on October 17, 1996. (HP Ex. 55).
63. **AGREED:** On October 16, 1996, Judge Porteous held a hearing on the Motion to Recuse. (HP Ex. 56).
64. **AGREED:** Both Leonard Levenson and Jacob Amato, Jr. were present in the courtroom on behalf of the Liljebergs at the October 16, 1996 hearing on the Motion to Recuse. (HP Ex. 56).
65. **WHOLE DOCUMENT:** At the recusal hearing on October 16, 1996, Jacob Amato, Jr. made no statements concerning his prior financial relationship with Judge Porteous. (HP Ex. 56).
66. **WHOLE DOCUMENT:** At the October 16, 1996 hearing on the Motion to Recuse, the following colloquy occurred:

The Court: Let me make also one other statement for the record if anyone wants to decide whether I am a friend with Mr. Amato and Mr. Levenson—I will put that to rest for the answer is

affirmative, yes. Mr. Amato and I practiced the law together probably 20-plus years ago. Is that sufficient? . . . So if that is an issue at all, it is a non-issue.

* * *

The Court: 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.

* * *

Mr. Mole: The public perception is that they do dine with you, travel with you, that they have contributed to your campaigns.

* * *

The Court: The first time I ran, 1984, I think is the only time when they gave me money.

* * *

The Court: [T]his is the first time a motion for my recusal has ever been filed But does that mean that any time a person I perceive to be friends who I have dinner with or whatever that I must disqualify myself? I don't think that's what the rule suggests Courts have held that a judge need not disqualify himself just because a friend, even a close friend, appears as a lawyer

* * *

The Court: Well you know the issue becomes one of, I guess the confidence of the parties, not the attorneys My concern is not with whether or not lawyers are friends My concern is that the parties are given a day in court which they can through you present their case, and they can be adjudicated thoroughly without bias, favor, prejudice, public opinion, sympathy, anything else, just on law and facts

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

[In the *Bernard* case] the court said Section 450 requires not only that a Judge be subjectively confident of his ability to be even handed but [that an] informed, rational objective observer would

not doubt his impartiality I don't have any difficulty trying this case [I]n my mind I am satisfied because if I had any question as to my ability, I would have called and said, "Look, you're right." (HP Ex. 56).

67. **AGREED:** Judge Porteous denied the Motion to Recuse in open court on October 16, 1996. (HP Ex. 56).
68. **AGREED:** On October 17, 1996, Judge Porteous issued a written order confirming the denial of the Motion to Recuse. (HP Ex. 57).
69. **AGREED AS REVISED:** Lifemark filed a Motion to enroll Donald Gardner as additional counsel of record on March 11, 1997. (HP Ex. 60 (a)).
70. **AGREED:** Lifemark's contract with Donald Gardner provided that he would be paid \$100,000 for entering his appearance and that, among other terms, he would receive another \$100,000 if Judge Porteous withdrew or the case settled. (Exs. 64 and 65).
71. **AGREED AS REVISED:** Judge Porteous conducted a bench trial in the Liljeberg case from June 16, 1997 through June 27, 1997, from July 14, 1997 through July 15, 1997, and from July 21, 1997 through July 23, 1997. (HP Ex. 50).
72. **AGREED:** At the conclusion of the Liljeberg trial in July 1997, Judge Porteous took the case under advisement.
73. **AGREED AS REVISED:** Jacob Amato, Jr. took Judge Porteous to several lunches while Judge Porteous had the Liljeberg case under advisement. (Task Force Hearing I and Exs. 21 (b)-(c) and 24).
74. **DISPUTED / MODIFIED:** Don Gardner took Judge Porteous to lunches while Judge Porteous had the Liljeberg case under advisement. (HP Ex. 36).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation because the House has not produced any documentary evidence of curatorships that were assigned to Donald Gardner.

HOUSE REPLY: The existence of documentary evidence is irrelevant to the truth of the proposed stipulation. Moreover, this stipulation is supported by sworn witness testimony. The House stands by this proposed stipulation as modified.

75. **AGREED AS REVISED:** From May 20 through 23, 1999, a bachelor party was held in Las Vegas, Nevada, for Judge Porteous's son, Timothy.
76. **AGREED:** Among the people present in Las Vegas for Timothy Porteous's bachelor party were Judge Porteous, Robert Creely and Donald Gardner.

77. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing Judge Porteous testified under oath as follows regarding Robert Creely's payment for Judge Porteous's hotel room at Caesars Palace during the trip to Las Vegas for Timothy Porteous's bachelor party:

Q: Well, once you get to Las Vegas, you have to stay in a room right?

A: Right.

Q: You didn't pay for the room, did you?

A: It appears I did not.

Q: And do you know who paid for it?

A: It appears Mr. Creely paid for it.

Q: Mr. Creely, that's right. Now, that was over a period of approximately four days, as I recall, from the records?

A: Three or four.

Q: Three or four. That exceeded \$250 total for the room, correct?

A: Yea.

Q: Did that ever appear on your judicial - -

A: No, it did not.

Q: - your form that you file with the administrative office?

A: No, it did not.

Q: It did not. Although you considered that a gift, correct?

A: Yea, it was a gift. (HP Ex. 10, page 140).

78. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows concerning Robert Creely's payment of a portion of the bill for Timothy Porteous's bachelor party dinner in Las Vegas:

A: We had one outside meal that I can recall.

Q: But you didn't pay for that meal, did you?

A. No, I did not.

Q: Who paid for it?

A: A variety – I think Creely did and maybe some other people picked up various portions. (Exs. 10, 11 and 378).

- 79. **WITHDRAWN:** On June 28, 1999, after his son’s wedding, and while the Liljeberg case was under advisement, Judge Porteous solicited money from Jacob Amato, Jr. while the two men were on a boat during a fishing trip.
- 80. **WITHDRAWN:** After Judge Porteous solicited money from Jacob Amato, Jr. on June 28, 1999, Amato provided cash to Judge Porteous in an envelope.
- 81. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his receipt of money from Jacob Amato, Jr. in or about June of 1999:

Q: Do you recall in 1999, in the summer, May, June, receiving \$2,000 for [sic: should be “from”] them?

A: I’ve read Mr. Amato’s grand jury testimony. It says we were fishing and I made some representation that I was having difficulties and that he loaned me some money or gave me some money.

Q: You don’t – you’re not denying it; you just don’t remember it?

A: I just don’t have any recollection of it, but that would have fallen in the category of a loan from a friend. That’s all.

* * *

Q: [W]hether or not you recall asking Mr. Amato for money during this fishing trip, do you recall getting an envelope with \$2,000 shortly thereafter?

A: Yeah. Something seems to suggest that there may have been an envelope. I don’t remember the size of an envelope, how I got the envelope, or anything about it.

* * *

Q: Wait a second. Is it the nature of the envelope you’re disputing?

A: No. Money was received in [an] envelope.

Q: And had cash in it?

A: Yes, sir.

Q: And it was from Creely and/or –

A: Amato.

Q: Amato?

A: Yes.

Q: And it was used to pay for your son's wedding.

A: To help defray the cost, yeah.

Q: And was used –

A: They loaned – my impression was it was a loan.

Q: And would you dispute that the amount was \$2,000?

A: I don't have any basis to dispute it. (HP Ex. 10).

82. **WITHDRAWN:** After Judge Porteous received the cash from Jacob Amato, Jr. in or about June of 1999, while he still had the Liljeberg case under advisement, Judge Porteous did not disclose this fact to Joseph Mole, counsel for Lifemark.

83. **DISPUTED:** In late 1999, while Judge Porteous still had the Liljeberg case under advisement, Jacob Amato, Jr. and Robert Creely paid for a party at the French Quarter Restaurant and Bar to celebrate Judge Porteous's fifth year on the Federal bench. (Exs. 24 and 46, and Task Force Hearing I).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as the House has not proffered any documentary evidence of Amato's and Creely's payment for the costs associated with this party.

HOUSE REPLY: The existence of documentary evidence is irrelevant to the truth of the proposed stipulation. Moreover, this stipulation is supported by sworn witness testimony. The House stands by this proposed stipulation as drafted.

84. **WITHDRAWN:** At some time while the Liljeberg case was pending before Judge Porteous, Jacob Amato, Jr., Leonard Levenson, and Donald Gardner each gave money either to Judge Porteous directly, or to his secretary Rhonda Danos, to help pay for a Washington D.C. externship for one of Judge Porteous's sons. (Exs. 24, 25, 32, 33, 46 and Task Force Hearing I).

85. **AGREED AS REVISED:** During the 1996–2000 time-frame, Judge Porteous was friends with Leonard Levenson.

86. **MODIFIED:** During the 1996–1998 time-frame, Judge Porteous and Leonard Levenson went on a hunting trip, at a Mississippi property owned by Allen Usry, an attorney who on occasion worked with Levenson. (Exs. 30, 163).
87. **DISPUTED:** In April 1999, Leonard Levenson attended the Fifth Circuit Judicial Conference in Houston, Texas as an invitee of Judge Porteous.

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as imprecise. Mr. Levenson was invited to the referenced conference by “the federal judges of the Fifth Circuit.” (See HP Ex. 26, page 54.)

HOUSE REPLY: Judge Porteous’s objection to this proposed stipulation is improper and demonstrates a misunderstanding of the facts. The House agrees that HP Ex. 26, page 54 contains an invitation to Leonard Levenson from the federal judges of the Fifth Circuit. However, an attorney only receives such an invitation from the Fifth Circuit itself after being invited to attend the conference by a specific judge. The attorney is thereafter extended an invitation by the Fifth Circuit and attends the conference as a guest of a particular judge. The House stands by this proposed stipulation as drafted.

88. **AGREED:** While at the Fifth Circuit Judicial Conference in April 1999, Leonard Levenson paid for meals and drinks for Judge Porteous. (Exs. 26, 31, 291).
89. **DISPUTED:** In October 1999, Leonard Levenson paid for a dinner with Judge Porteous in Las Vegas, Nevada. (Exs. 30, 31, 291, and 299).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation because the House has not proffered evidence sufficient to establish that Mr. Levenson paid for Judge Porteous’s dinner in Las Vegas.

HOUSE REPLY: The existence of documentary evidence is irrelevant to the truth of the proposed stipulation. Moreover, this stipulation is supported by sworn witness testimony and documentary evidence. The House stands by this proposed stipulation as drafted.

90. **DISPUTED:** In December 1999, Judge Porteous went on a multi-day hunting trip to the Blackhawk hunting facility in Louisiana with Leonard Levenson. (Exs. 31, 163, 286).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation to the extent that it suggests that Levenson paid for the trip.

HOUSE REPLY: The stipulation does not suggest that Levenson paid for the hunting trip. The stipulation only addresses Judge Porteous’s attendance on this trip, which Judge Porteous does not dispute. The House stands by this proposed stipulation as drafted.

91. **WITHDRAWN:** Judge Porteous did not notify Joseph Mole, counsel for Lifemark, of any of his post- recusal hearing and post trial contacts with Jacob Amato, Jr., Robert Creely, or Leonard Levenson.
92. **AGREED:** On April 26, 2000, nearly three years after the trial concluded, Judge Porteous issued a written opinion in Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc. (HP Ex. 62).
93. **WHOLE DOCUMENT:** Judge Porteous ruled in favor of Jacob Amato, Jr.'s and Leonard Levenson's client, the Liljebergs.
94. **AGREED:** Lifemark appealed Judge Porteous's decision to the Fifth Circuit Court of Appeals.
95. **WHOLE DOCUMENT:** In August 2002, the Fifth Circuit Court of Appeals reversed, in part, Judge Porteous's decision. (HP Ex. 63).

Judge Porteous's Relationship with Louis and Lori Marcotte

96. **WITHDRAWN:** On numerous occasions when he was a State court judge, Judge Porteous set bonds, reduced bonds, and split bonds in response to requests by Louis Marcotte, Lori Marcotte, or a representative of the Marcottes. (Exs. 350, 351).
97. **WITHDRAWN:** In or about the summer of 1993, Jeffery Duhon worked for Louis Marcotte's bail bonds business.
98. **AGREED:** On or about July 29, 1993, Judge Porteous ordered the expungement of Jeffery Duhon's burglary conviction. (Exs. 77(a), 77(b)).
99. **WITHDRAWN:** In September 1994 and October 1994, Aubrey Wallace worked for Louis Marcotte's bail bonds business.
100. **AGREED:** On or about September 21, 1994, Judge Porteous held a hearing at which he ordered that Aubrey Wallace's court records in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.) be amended to include removal of the unsatisfactory completion of probation and the entering of the guilty plea under Code of Criminal Procedure 893. (HP Ex. 69(d) at PORT000000620-624).
101. **AGREED AS REVISED:** On or about September 22, 1994, Judge Porteous signed a written Order that stated: "IT IS ORDERED that the sentence on Aubrey WALLACE is hereby amended to include the following wording, "the defendant pled under Article 893."" (HP Ex. 82).
102. **MODIFIED:** Available court documents show that from September 1, 1994 through October 27, 1994, Judge Porteous set, reduced or split numerous bonds at the request of the Marcottes. (Exs. 350, 351).

103. **AGREED:** On October 14, 1994, Judge Porteous entered an order setting aside Aubrey Wallace's burglary conviction in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.). (HP Ex. 82 at p. 105).
104. **MODIFIED:** In or about July 19, 1999, Judge Porteous attended a Professional Bail Agents of the United States (PBUS) convention at the Beau Rivage Resort in Biloxi Mississippi, at which convention he attended a cocktail party hosted by Bail Bonds Unlimited. (Exs. 223, 224).
105. **MODIFIED:** On or about March 11, 2002, Judge Porteous joined a group of people at Emeril's Restaurant, in New Orleans, Louisiana, after the meal portion of a lunch hosted by the Marcottes had concluded. The group included newly elected state judge Joan Bengé and state judge Ronald Bodenheimer. (HP Ex. 375).

Judge Porteous's Bankruptcy

106. **DISPUTED:** On his Financial Disclosure Form for reporting period 1996, Judge Porteous checked the box for "None (No reportable liabilities)." (HP Ex. 102(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: Judge Porteous's relevance objection to this proposed stipulation is an objection for trial. Moreover, this stipulation is necessary because it is intended to save time at trial by eliminating the need to introduce each and every document in order to establish the facts contained in this series of stipulations. Judge Porteous has offered no basis for objection that warrants the stipulation not being accepted. The House stands by this proposed stipulation as drafted.

107. **DISPUTED:** Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 1996 was \$14,846.47. (HP Ex. 167).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

108. **DISPUTED:** Judge Porteous signed his Financial Disclosure Form for reporting period 1996 on May 12, 1997. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure." (HP Ex. 102(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

109. **DISPUTED:** On his Financial Disclosure Form for reporting period 1997, Judge Porteous checked the box for "None (No reportable liabilities)." (HP Ex. 103(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

110. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 19, 1997 was \$15,569.25. (HP Ex. 168).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

111. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1997 was \$18,146.85. (HP Ex. 168).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

112. **DISPUTED:** Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 30, 1997 was \$9,378.76. (HP Ex. 168).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

113. **DISPUTED:** Judge Porteous signed his Financial Disclosure Form for reporting period 1997 on May 13, 1998. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 103(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

114. **DISPUTED:** On his Financial Disclosure Form for reporting period 1998, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 104(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

115. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending December 19, 1998 was \$16,550.08. (HP Ex. 169).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

116. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending December 4, 1998 was \$17,155.76. (HP Ex. 169).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

117. **DISPUTED:** Judge Porteous signed his Financial Disclosure Form for reporting period 1998 on May 13, 1999. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 104(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

118. **DISPUTED:** On his Financial Disclosure Form for reporting period 1999, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 105(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

119. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 18, 1999 was \$24,953.65. (HP Ex. 170).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

120. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 4, 1999 was \$25,755.84. (HP Ex. 170).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

121. **DISPUTED:** Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 10, 1999 was \$22,412.15. (HP Ex. 170).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

122. **DISPUTED / MODIFIED:** The balance due on the Citibank credit card in the name of Carmella Porteous, account ending in 9138, for the period ending on December 21, 1999 was \$20,051.95. (HP Ex. 170).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation because it is not true. The referenced credit card was in Judge Porteous's wife's name, not his. Judge Porteous further opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: The House has revised this proposed stipulation to accurately reflect that the Citibank credit card account ending in 9138 was in Carmella Porteous's name. Further, for the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as modified.

123. **DISPUTED:** Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 1999 was \$15,467.29. (HP Ex. 170).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

124. **DISPUTED:** Judge Porteous signed his Financial Disclosure Form for reporting period 1999 on May 5, 2000. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure."
(HP Ex. 105(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

125. **DISPUTED:** On his Financial Disclosure Form for reporting period 2000, in Section VI, "Liabilities," Judge Porteous listed MBNA and Citibank as creditors, each with a value listed as code "J," which indicated liabilities on each card of \$15,000 or less. (HP Ex. 106(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

126. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 0877 for the period ending on December 20, 2000 was \$28,347.44. (HP Ex. 171).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

127. **DISPUTED:** Judge Porteous's balance due on his MBNA MasterCard account ending in 1290 for the period ending on December 5, 2000 was \$29,258.68. (HP Ex. 171).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

128. **DISPUTED:** Judge Porteous's balance due on his Citibank credit card account ending in 0426 for the period ending on December 12, 2000 was \$24,565.76. (HP Ex. 171).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

129. **DISPUTED / MODIFIED:** The balance due on the Citibank credit card in the name of Carmella Porteous, account ending in 9138 for the period ending on December 21, 2000 was \$21,227.06. (HP Ex. 171).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation because it is not true. The referenced credit card was in Judge Porteous's wife's name, not his. Judge Porteous further opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: The House has revised this proposed stipulation to accurately reflect that the Citibank credit card account ending in 9138 was in Carmella Porteous's name. Further, for the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as modified.

130. **DISPUTED:** Judge Porteous's balance due on his Travelers credit card account ending in 0642 for the period ending on December 29, 2000 was \$17,682.35. (HP Ex. 171).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

131. **DISPUTED:** Judge Porteous signed his Financial Disclosure Form for reporting period 2000 on May 10, 2001. Judge Porteous's signature appeared below a Certification that stated, in part:

"I certify that all information given above (including information pertaining to my spouse and minor or dependent children, if any) is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure." (HP Ex. 106(a)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant (since the House's Articles of Impeachment do not allege misconduct in connection with Judge Porteous's financial disclosure forms) and unnecessary (since the document speaks for itself).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 106, the House stands by this proposed stipulation as drafted.

132. **DISPUTED / MODIFIED:** Judge Porteous opened a \$2,000 line of credit at the Grand Casino Gulfport in Gulfport, Mississippi on or about July 22, 1994. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: Judge Porteous's relevance objection to this proposed stipulation is an objection for trial. Moreover, this stipulation is necessary because it is intended to save time at trial by eliminating the need to introduce documents in order to establish the facts contained in this series of stipulations. Judge Porteous has offered no basis for objection to the stipulation that warrants the stipulation not being accepted, and, in particular, has offered no basis for his contention that the date in question is "only approximate." However, in an effort to reach an agreement on this series of stipulations, the House has slightly modified the stipulation to include the phrase "on or about." The House stands by this proposed stipulation as modified.

133. **DISPUTED / MODIFIED:** Judge Porteous opened a \$2,000 line of credit at the Grand Casino Biloxi in Biloxi, Mississippi on or about August 19, 1995. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

134. **DISPUTED / MODIFIED:** Judge Porteous opened a \$2,500 line of credit at the Casino Magic Bay in St. Louis, Mississippi on or about October 26, 1995. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

135. **DISPUTED / MODIFIED:** Judge Porteous opened a \$2,000 line of credit at the Treasure Chest Casino in Kenner, Louisiana on or about November 25, 1997. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

136. **DISPUTED / MODIFIED:** Judge Porteous opened a \$2,000 line of credit at the Isle of Capri Casino in Biloxi, Mississippi on or about March 31, 1998. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

137. **DISPUTED / MODIFIED:** Judge Porteous opened a \$2,500 line of credit at the Beau Rivage Casino in Biloxi, Mississippi on or about April 15, 1999. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and incorrect (since the document relied upon by the House shows that this credit line was set on or about April 15, 1999).

HOUSE REPLY: The House has revised the date in Stipulation 137 from April 14, 1999 to April 15, 1999. For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

138. **DISPUTED / MODIFIED:** Judge Porteous opened a \$5,000 line of credit at Caesars Palace Casino in Las Vegas, Nevada on or about May 12, 1999. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

139. **WITHDRAWN:** Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased to \$3,000 on or about August 17, 2000. (HP Ex. 326).

140. **DISPUTED / MODIFIED:** Judge Porteous opened a \$5,000 line of credit at Caesars Tahoe Casino in Lake Tahoe, Nevada on or about December 11, 2000. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

141. **DISPUTED / MODIFIED:** Judge Porteous opened a \$4,000 line of credit at Harrah's Casino in New Orleans, Louisiana on or about April 30, 2001. (HP Ex. 326).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation as irrelevant, unnecessary (since the document upon which it is based speaks for itself), and not necessarily accurate (since the date is only approximate).

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 132, the House stands by this proposed stipulation as modified.

142. **WITHDRAWN:** On March 2, 2001, Judge Porteous's credit limit at the Treasure Chest Casino in Kenner, Louisiana was increased from \$3,000 to \$4,000. (HP Ex. 331).

143. **AGREED:** On March 2, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 302).

144. **DISPUTED:** On March 2, 2001, Judge Porteous took out seven \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019. On March 3, 2001, Judge Porteous repaid marker numbers 00058997, 00059000, 00059002, and 00059019 with chips. (HP Ex. 302).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on March 2, 2001, Judge Porteous executed seven \$500 markers at the Treasure Chest Casino, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019, and that, on March 3, 2001, Judge Porteous redeemed four of those markers, identified by marker numbers 00058997, 00059000, 00059002, and 00059019, with chips.

HOUSE REPLY: The House's proposed stipulation contains no "characterization." It simply states a fact supported by a document. Judge Porteous is attempting to re-write this stipulation in order to draw an inference favorable to his theory that a marker is a check, not a debt, despite the fact that Judge Porteous has already testified under oath at the Fifth Circuit Special Committee Hearing that he understood a marker to be debt. Judge Porteous offers no support for his proposed language that he "executed" markers and then "redeemed" markers. The House stands by its proposed stipulation as drafted.

145. **DISPUTED:** Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on March 3, 2001 owing the casino \$1,500. (HP Ex. 302).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on March 3, 2001, three \$500 markers were outstanding.

HOUSE REPLY: The House's proposed stipulation contains no "characterization." It simply states a fact supported by a document. Judge Porteous is attempting to re-write this stipulation in order to draw an inference favorable to his theory that a marker is a check, not a debt, despite the fact that Judge Porteous has already testified under oath at the Fifth Circuit Special Committee Hearing that he understood a marker to be debt. The House stands by its proposed stipulation as drafted.

146. **DISPUTED:** On March 27, 2001, Judge Porteous repaid marker numbers 00059011, 00059012, and 00059013 to the Treasure Chest Casino in Kenner, Louisiana with cash. (HP Ex. 302).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that on March 27, 2001, Judge Porteous redeemed with cash Treasure Chest Casino markers numbered 00059011, 00059012, and 00059013.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

147. **AGREED:** On February 27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 301(a)).
148. **DISPUTED:** On February 27, 2001, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK131402 and MK131405. (HP Ex. 301(a)).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on February 27, 2001, Judge Porteous executed two \$1,000 markers at the Grand Casino Gulfport, identified by marker numbers MK131402 and MK131405.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

149. **AGREED:** On March 27, 2001, Judge Porteous deposited \$2,000 into his Bank One checking account. This deposit consisted of \$1,960 in cash and a \$40 check drawn on Judge Porteous's Fidelity money market account. (Exs. 143, 144, 301(b)).
150. **DISPUTED / MODIFIED:** On March 16, 2001, Judge Porteous initially attempted to repay marker number MK131402, and that marker initially cleared the Grand Casino Gulfport on March 24, 2001. However, due to an invalid account number, this \$1,000 marker was returned on April 3, 2001, resulting in Judge Porteous once again carrying a balance at the casino. On April 4, 2001, the Grand Casino Gulfport re-deposited marker number MK131402 into Judge Porteous's Bank One checking account. This deposit cleared the account on April 5, 2001 and cleared the Grand Casino Gulfport on April 12, 2001. (HP Ex. 301(b)).

PORTEOUS RESPONSE: Judge Porteous will stipulate that on March 16, 2001, the Grand Casino Gulfport sought to deposit the \$1,000 marker, identified by marker number MK131402, previously executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the marker was returned for an invalid account number. Judge Porteous will further stipulate that that marker was re-deposited on April 4, 2001, and cleared Judge Porteous's Bank One checking account on April 5, 2001.

HOUSE REPLY: The House has revised this stipulation to reflect the Grand Casino Gulfport's initial attempt to deposit marker number MK131402. For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as modified.

151. **DISPUTED / MODIFIED:** On March 16, 2001, Judge Porteous initially attempted to repay marker number MK131405, and that marker initially cleared the Grand Casino

Gulfport on March 24, 2001. However, due to an invalid account number, this \$1,000 marker was returned on April 3, 2001, resulting in Judge Porteous once again carrying a balance at the casino. On April 4, 2001, the Grand Casino Gulfport re-deposited marker number MK131405 into Judge Porteous's Bank One checking account. This deposit cleared the account on April 6, 2001 and cleared the Grand Casino Gulfport on April 12, 2001. (HP Ex. 301(b)).

PORTEOUS RESPONSE: Judge Porteous will stipulate that on March 16, 2001, the Grand Casino Gulfport sought to deposit the \$1,000 marker, identified by marker number MK131405, previously executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the marker was returned for an invalid account number. Judge Porteous will further stipulate that that marker was re-deposited on April 4, 2001, and cleared Judge Porteous's Bank One checking account on April 4, 2001.

HOUSE REPLY: The House has revised this stipulation to reflect the Grand Casino Gulfport's initial attempt to deposit marker number MK131405. For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as modified.

152. **AGREED:** On March 20, 2001, Judge Porteous opened a Post Office Box at a Post Office in Harvey, Louisiana. (HP Ex. 145).
153. **AGREED:** On March 23, 2001, Judge Porteous signed his tax return for calendar year 2000, which claimed a tax refund in the amount of \$4,143.72. (HP Ex. 141).
154. **AGREED:** On April 13, 2001, Judge Porteous's \$4,143.72 tax refund was electronically deposited by the U.S. Treasury directly into Judge Porteous's Bank One checking account. (HP Ex. 144).
155. **AGREED:** Judge Porteous signed his initial Voluntary Petition for Chapter 13 Bankruptcy on March 28, 2001. (HP Ex. 125).
156. **AGREED:** Judge Porteous's signature on his initial Voluntary Petition for Chapter 13 Bankruptcy appears directly below the following declaration:

I declare under penalty of perjury that the information provided in this petition is true and correct. (HP Ex. 125).
157. **AGREED:** Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on March 28, 2001. (HP Ex. 125).
158. **AGREED:** Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Ortous, G.T." (HP Ex. 125).

159. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the name “Ortous” on his initial Voluntary Petition for Chapter 13 Bankruptcy:

Q: Your name is not Ortous, is it?

A: No, sir.

Q: Your wife’s name is not Ortous?

A: No, sir.

Q: So, those statements that were signed—so, this petition that was signed under penalty of perjury had false information, correct?

A: Yes, sir, it appears to. (Porteous 5th Cir. Hrg. at 55 (HP Ex. 10)).

160. **AGREED:** Judge Porteous’s initial Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of “P.O. Box 1723, Harvey, LA 70059-1723.” (HP Ex. 125).

161. **AGREED:** Judge Porteous’s street address on March 28, 2001 was 4801 Neyrey Drive, Metairie, LA 70002.

162. **MODIFIED:** Judge Porteous signed his amended Voluntary Petition for Chapter 13 Bankruptcy on April 9, 2001. Also on April 19, 2001, the United States Bankruptcy Court issued a “Notice of Commencement of Case Under Chapter 13 of the Bankruptcy Code, Meeting of Creditors, and Fixing of Dates.” (HP Exs. 126, 128).

163. **AGREED:** Judge Porteous’s amended Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 126).

164. **AGREED:** Judge Porteous’s amended Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as “Porteous, Jr., Gabriel T.” (HP Ex. 126).

165. **AGREED:** Judge Porteous’s amended Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of 4801 Neyrey Drive, Metairie, LA 70002. (HP Ex. 126).

166. **AGREED:** Judge Porteous signed his Bankruptcy Schedules on April 9, 2001. (HP Ex. 127 at SC00111).

167. **AGREED AS REVISED:** Judge Porteous’s signature on his Bankruptcy Schedules appears directly below the following declaration:

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 18 sheets, plus the summary

page, and that they are true and correct to the best of my knowledge, information, and belief. (HP Ex. 127 at SC00111).

168. **AGREED:** Judge Porteous's Bankruptcy Schedules were filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).
169. **AGREED:** Category 17 on Judge Porteous's Bankruptcy Schedule B ("Personal Property") required Judge Porteous to disclose "other liquidated debts owing debtor including tax refunds," in response to which the box "none" was marked with an "X." (HP Ex. 127 at SC00096).
170. **WHOLE DOCUMENT:** Category 2 on Judge Porteous's Bankruptcy Schedule B required Judge Porteous to disclose "Checking, savings or other financial accounts" and to state the current market value of interest in that property, in response to which the Schedule lists only Judge Porteous's Bank One checking account with a current market value of \$100. (HP Ex. 127 at SC00095).
171. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Category 2 on Schedule B:
- Q: Okay. Let's go through this for a moment. Under Schedule B, "Personal Property."
- A: All right.
- Q: "Type of property, checking, savings, or other financial accounts, certificates of deposit, shares in banks, savings and loan, thrift, building and loan, homestead association, or credit unions, brokerage houses or cooperatives." Did I read that accurately?
- A: Yes, sir.
- Q: And you listed Bank One Checking Account [account number redacted]. Is that correct?
- A: That's correct.
- Q: And the current value of that interest is \$100, correct?
- A: Yes, sir. (Porteous 5th Cir. Hrg. at 79-80 (HP Ex. 10)).
172. **AGREED:** The opening balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$559.07. (HP Ex. 144).
173. **AGREED:** The closing balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$5,493.91. (HP Ex. 144).

174. **AGREED:** Judge Porteous deposited \$2,000 into his Bank One checking account on March 27, 2001. (HP Ex. 144).
175. **DISPUTED:** At no time between March 23, 2001 to April 23, 2001 did the balance in Judge Porteous's Bank One checking account drop to \$100 or less. (HP Ex. 144).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation in part because it is misleading due to its omission of necessary context. Judge Porteous will stipulate that, while the recorded balance in his Bank One checking account – as reported by Bank One – did not drop to \$100 or less between March 23, 2001, and April 23, 2001, Judge Porteous did not know the exact balance of that account on March 28, 2001, but believed it to be approximately \$100. Judge Porteous relied on the check register utilized by both he and his wife to determine the balance of that account.

HOUSE REPLY: Judge Porteous does not dispute the accuracy of this proposed stipulation, and therefore it should be admitted. Judge Porteous seeks to add a narrative to the stipulation regarding Judge Porteous's personal beliefs regarding the balance in his bank account. There is no evidentiary support for Judge Porteous's alleged facts, and the House therefore declines to stipulate to them. The House stands by this proposed stipulation as drafted.

176. **AGREED:** On March 28, 2001, Judge Porteous had a Fidelity money market account. This account was held in both his and his wife Carmella's names. (HP Ex. 143).
177. **AGREED AS REVISED:** Judge Porteous's Fidelity money market account was omitted in response to Category 2 on Judge Porteous's Bankruptcy Schedule B. (HP Ex. 127 at SC00095).
178. **AGREED AS REVISED:** The opening balance on Judge Porteous's Fidelity money market account for the time period of March 21, 2001 to April 20, 2001 was \$623.94. (HP Ex. 143).
179. **AGREED:** The balance on Judge Porteous's Fidelity money market account on March 28, 2001 was \$283.42. (HP Ex. 143).
180. **AGREED:** On April 4, 2001, a \$200.00 deposit was made into Judge Porteous's Fidelity money market account. (HP Ex. 143).
181. **MODIFIED:** Five checks written by Judge Porteous from his Fidelity money market account, identified by check numbers 579, 580, 581, 620, and 582, cleared his account between March 22, 2001 to April 12, 2001. (HP Ex. 143).
182. **AGREED:** On more than one occasion, Judge Porteous withdrew money from his Fidelity IRA account and deposited that money into his Fidelity money market account. The total dollar amount that Judge Porteous transferred from his Fidelity IRA to his Fidelity money market account between 1997 and 2000 was in excess of \$10,000. (HP Ex. 383).

183. **WITHDRAWN:** On March 28, 2001, Judge Porteous owed \$2,000 in markers to the Grand Casino Gulfport in Gulfport, Mississippi arising from the two \$1,000 markers he took out on February 27, 2001. (HP Ex. 301(a)-(b)).
184. **WHOLE DOCUMENT:** Judge Porteous's Bankruptcy Schedule F ("Creditors Holding Unsecured Nonpriority Claims") required Judge Porteous to "list creditors holding unsecured, nonpriority claims, as of the date of the filing of the petition," in response to which Judge Porteous's debt to the Grand Casino Gulfport was not listed. (HP Ex. 127 at SC00102-105; Ex. 345).
185. **AGREED:** Judge Porteous's Bankruptcy Schedule I ("Current Income of Individual Debtor(s)") required Judge Porteous to disclose "Current monthly wages, salary, and commissions (pro rate if not paid monthly)," in response to which the Schedule listed Judge Porteous's current monthly gross income as \$7,531.52 (HP Ex. 127 at SC00108).
186. **AGREED:** Judge Porteous's Bankruptcy Schedule I listed his "total net monthly take home pay" as \$7,531.52. (HP Ex. 127 at SC00108).
187. **AGREED:** Attached to Judge Porteous's Bankruptcy Schedule I was Judge Porteous's Employee Earnings Statement issued by the Administrative Office of the United States Court, for the monthly pay period ending on May 31, 2000, which stated that Judge Porteous's gross earnings were \$11,775.00, and his net pay was \$7,531.52. (HP Ex. 127 at SC00109).
188. **AGREED:** In the summer of 2000, Judge Porteous had provided his Employee Earnings Statement for the monthly pay period ending on May 31, 2000 to Claude Lightfoot.
189. **WITHDRAWN:** Judge Porteous never provided Claude Lightfoot with an Employee Earnings Statement that was more recent than Judge Porteous's statement for the pay period ending on May 31, 2000.
190. **AGREED:** In March and April 2001, Judge Porteous's monthly net pay was \$7,705.51. (HP Ex. 144).
191. **AGREED:** Judge Porteous signed his Statement of Financial Affairs on April 9, 2001. (HP Ex. 127 at SC00112).
192. **AGREED:** Judge Porteous's signature on his Statement of Financial Affairs appears directly below the following declaration:
- 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. (HP Ex. 127 at SC00116).
193. **AGREED:** Judge Porteous's Statement of Financial Affairs was filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001. (HP Ex. 127).

194. **AGREED:** Question 3 on Judge Porteous’s Statement of Financial Affairs required Judge Porteous to 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,” in response to which the answer given was “Normal Installments.” (HP Ex. 127 at SC00112).
195. **DISPUTED / MODIFIED:** On March 27, 2001, Judge Porteous made a \$1,500 cash payment to the Treasure Chest Casino in Kenner, Louisiana to repay marker numbers 00059011, 00059012, and 00059013. (HP Ex. 302).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that on March 27, 2001, Judge Porteous redeemed with cash Treasure Chest Casino marker numbers 00059011, 00059012, and 00059013.

HOUSE REPLY: For the reasons discussed in the House’s Reply to Stipulation 144, the House stands by this proposed stipulation as modified.

196. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his understanding of a marker:

Q: Judge Porteous, you’re familiar with the term “marker,” aren’t you?

A: Yes, sir.

Q: Would it be fair to state that, “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 draw upon the customer’s bank account any unpaid balance after a fixed period of time.” Is that accurate?

A: I believe that’s correct and probably was contained in the complaint or – or the second complaint. There’s a definition contained.

Q: And you have no quarrel with the definition?

A: No, sir. (Porteous 5th Cir. Hrg. at 64–65 (HP Ex. 10)).

197. **AGREED:** Judge Porteous’s answer to Question 3 on his Statement of Financial Affairs did not list the \$1,500 cash payment that Judge Porteous made to the Treasure Chest Casino in Kenner, Louisiana on March 27, 2001. (HP Ex. 127 at SC00112; Ex. 302).

198. **AGREED:** Question 8 on Judge Porteous’s Statement of Financial Affairs required Judge Porteous to 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,” in response to which the box “None” was checked. (HP Ex. 127 at SC00113).
199. **DISPUTED:** Between March 28, 2000 and March 28, 2001, Judge Porteous accrued gambling losses. (Porteous 5th Cir. Hrg. at 98–99 (HP Ex. 10)).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation because the House has not provided information sufficient to determine if it is true.

HOUSE REPLY: The House’s stipulation is supported by HP Exhibit 337, which details Judge Porteous’s gambling losses between March 28, 2000 and March 28, 2001. Moreover, Judge Porteous testified about his gambling losses at the Fifth Circuit Special Committee Hearing and he did not dispute that his gambling losses exceeded \$12,700. The House stands by this proposed stipulation as drafted.

200. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding his response to Question 8 on his Statement of Financial Affairs:

Q: [Item 8] asks you to list all losses for fire, theft, other casualty, gambling within one year immediately preceding the commencement of this case – meaning your case – or since the commencement of this case. And I believe we read this before, about married debtors filing under Chapter 12 and Chapter 13. And you list “none,” correct?

A: That’s what’s listed, correct.

Q: Judge Porteous, do you recall that in the – that your gambling losses exceeded \$12,700 during the preceding year?

A: I was not aware of it at the time, but now I see your documentation and that – and that’s what it reflects.

Q: So, you – you don’t dispute that?

A: I don’t dispute that.

Q: Therefore, the answer “no” was incorrect, correct?

A: Apparently, yes.

Q: Even though this was signed under oath, under penalty of perjury, correct?

A: Right. (Porteous 5th Cir. Hrg. at 98–99 (HP Ex. 10)).

201. **AGREED AS REVISED:** On April 6, 2001, the Beau Rivage Casino in Biloxi, Mississippi temporarily increased Judge Porteous’s existing \$2,500 credit limit to \$4,000, with a \$1,500 “TTO,” or, “this trip only” increase. (HP Ex. 303).
202. **AGREED:** On April 7–8, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi. (HP Ex. 304).
203. **DISPUTED:** On April 7, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127556 and 127558. (HP Ex. 304).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 7, 2001, Judge Porteous executed two \$500 markers at the Beau Rivage Casino, identified by marker numbers 127556 and 127558.

HOUSE REPLY: For the reasons discussed in the House’s Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

204. **DISPUTED:** On April 8, 2001, Judge Porteous took out two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127646 and 127658. Judge Porteous also made two \$500 payments to the casino on April 8, 2001, identified by transaction numbers 4069177 and 4069190. (HP Ex. 304).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 8, 2001, Judge Porteous (1) executed two \$500 markers at the Beau Rivage Casino, identified by marker numbers 127646 and 127658, and (2) paid the Beau Rivage Casino \$1,000 in chips, identified by transaction numbers 4069177 and 4069190.

HOUSE REPLY: For the reasons discussed in the House’s Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

205. **DISPUTED:** When Judge Porteous left the Beau Rivage Casino in Biloxi, Mississippi on April 8, 2001, he owed \$1,000 to the casino. (HP Ex. 304).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Beau Rivage Casino on April 8, 2001, two \$500 markers were outstanding, which were redeemed via personal check on or about May 4, 2001.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 145, the House stands by this proposed stipulation as drafted.

206. **AGREED:** On April 24, 2001, Judge Porteous withdrew \$1,000 from his Fidelity Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 382).
207. **AGREED:** Judge Porteous endorsed the \$1,000 check from National Financial Services LLC and signed the check over to Rhonda Danos. (HP Ex. 382).
208. **AGREED:** On April 30, 2001, Rhonda Danos wrote a \$1,000 check from her personal checking account, identified by check number 1699, to the Beau Rivage Casino. The check's memo line referenced "Gabriel Thomas Porteous Jr., Acct. # [redacted]." (HP Ex. 382).
209. **MODIFIED:** On May 1, 2001, Rhonda Danos deposited into her Hibemia checking account the \$1,000 check from National Financial Services LLC, which had been issued to Judge Porteous and signed over to her. The check posted to Ms. Danos's account on May 2, 2001. (HP Ex. 382).
210. **DISPUTED:** On May 4, 2001, Rhonda Danos's \$1,000 check to the Beau Rivage Casino, written on Judge Porteous's behalf, was paid at the cage and was credited against Judge Porteous's Beau Rivage account, identified by transaction number 4071922. The Beau Rivage Casino deposited Ms. Danos's \$1,000 check on May 5, 2001. (HP Ex. 304).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation in part because it omits necessary context. Judge Porteous will accept the House's proposed stipulation if the House will stipulate that the reason that Judge Porteous endorsed the \$1,000 check from National Financial Services, LLC over to Rhonda Danos, and Ms. Danos wrote and delivered a \$1,000 check from her checking account to the Beau Rivage Casino refereneing Judge Porteous, is that Ms. Danos planned to go to that casino anyway and was saving Judge Porteous a trip.

HOUSE REPLY: The House's stipulation is factually accurate as drafted, and the House declines to stipulate to alleged facts that are unsupported by the record and that no witness has ever testified to. The House stands by this proposed stipulation as drafted.

211. **AGREED AS REVISED:** On May 8, 2001, the \$1,000 check to the Beau Rivage Casino, written by Rhonda Danos and identified by check number 1699, cleared Danos's bank account. (HP Ex. 382).
212. **AGREED:** On April 10, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 305).
213. **DISPUTED:** On April 10, 2001, Judge Porteous took out four \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00060317,

00060319, 00060320, and 00060321. Judge Porteous repaid all four markers the same day with chips. (HP Ex. 305).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 10, 2001, Judge Porteous executed four \$500 markers at the Treasure Chest Casino, identified by marker numbers 00060317, 00060319, 00060320, and 00060321, all of which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

214. **AGREED:** On May 7, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 307).
215. **DISPUTED:** On May 7, 2001, Judge Porteous took out four \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307.)

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 7, 2001, Judge Porteous executed four \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00061209, 00061212, 00061216, and 00061230.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

216. **DISPUTED:** When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on May 7, 2001, he owed \$4,000 to the casino. (HP Ex. 307).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on or about May 7, 2001, four \$1,000 markers were outstanding.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 145, the House stands by this proposed stipulation as drafted.

217. **DISPUTED:** On May 9, 2001, Judge Porteous made a \$4,000 cash payment to the Treasure Chest Casino, repaying marker numbers 00061209, 00061212, 00061216, and 00061230. (HP Ex. 307).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on or about May 9, 2001, Judge Porteous redeemed with cash the four \$1,000 Treasure Chest Casino markers identified by marker numbers 00061209, 00061212, 00061216, and 00061230.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

218. **AGREED:** On April 30, 2001, Judge Porteous submitted a Casino Credit Application to Harrah's Casino in New Orleans, Louisiana, requesting a \$4,000 credit limit. (HP Ex. 149).
219. **AGREED:** On April 30, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 306).
220. **DISPUTED:** On April 30, 2001, Judge Porteous took out two \$500 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0084898 and 0084899. Judge Porteous wrote a \$1,000 check to Harrah's Casino the same day to repay both markers. Judge Porteous's check cleared Harrah's Casino on May 30, 2001. (HP Ex. 306).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on or about April 30, 2001, Judge Porteous executed two \$500 markers at Harrah's Casino in New Orleans, identified by marker numbers 0084898 and 0084899, which were redeemed that same day by check. The House has not provided information sufficient to determine when that check cleared.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted. Moreover, House Exhibit 306 specifically reflects that Judge Porteous's two \$500 checks cleared the casino on May 30, 2001.

221. **AGREED:** On May 9, 2001, a Section 341 Creditors Meeting was held in Judge Porteous's Chapter 13 Bankruptcy case. (HP Ex. 129).
222. **AGREED:** Judge Porteous attended the Section 341 Creditors Meeting held on May 9, 2001 with his bankruptcy counsel Claude Lightfoot. (HP Ex. 130).
223. **MODIFIED:** The portion of the May 9, 2001 Section 341 Creditors Meeting, which includes the sworn testimony of Judge Porteous, was recorded and transcribed. (HP Ex. 130).
224. **DISPUTED:** At the Section 341 Creditors Meeting on May 9, 2001, bankruptcy trustee S.J. Beaulieu, Jr. gave Judge Porteous a copy of a pamphlet entitled "Your Rights and Responsibilities in Chapter 13." (HP Ex. 130). Section 6 of the "Rights and Responsibilities" pamphlet, which Judge Porteous received from Bankruptcy Trustee Beaulieu, stated as follows:

You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy Court. This includes the use of credit cards or charge accounts of any kind. If you or a family member you support buys something on credit

without Court approval, the Court could order the goods returned. (HP Ex. 148 at SC00402).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation in part because the House has not proffered evidence sufficient to establish that S.J. Beaulieu gave Judge Porteous a copy of the referenced pamphlet at the May 9, 2001 meeting.

HOUSE REPLY: Judge Porteous has also previously testified under oath before the Fifth Circuit Special Committee that Bankruptcy Trustee Beaulieu handed this pamphlet to Judge Porteous at the Section 341 Creditors Meeting. The House stands by this proposed stipulation as drafted.

225. **MODIFIED:** At the Section 341 Creditors Meeting on May 9, 2001, Judge Porteous was placed under oath. The transcript of that meeting reflects that Judge Porteous stated “yes” when asked by Mr. Beaulieu if everything in Judge Porteous’s bankruptcy petition was true and correct. (HP Ex. 130).
226. **MODIFIED:** The transcript of the Section 341 Creditors Meeting reflects that Judge Porteous stated “yes” when asked if he had listed all of his assets in his bankruptcy petition. (HP Ex. 130 at SC00596).
227. **MODIFIED:** The transcript of the Section 341 Creditors Meeting reflects that Judge Porteous answered “Um hum” when asked if his take home pay was about \$7,500 a month. (HP Ex. 130 at SC00596).
228. **MODIFIED:** The transcript of the Section 341 Creditors Meeting reflects that Bankruptcy Trustee S.J. Beaulieu, Jr. told Judge Porteous that “Any charge cards that you may have you have [sic] you cannot use any longer. So basically you on a cash basis now.” (HP Ex. 130 at SC00598).
229. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the Section 341 Creditors Meeting:

Q: Now, after bankruptcy, you had a meeting with the trustee, SJ Beaulieu, correct?

A: After what?

Q: After bankruptcy was filed.

A: After it was filed, that’s correct.

Q: And you recall that Mr. Beaulieu handed you a pamphlet called “Your Rights and Responsibilities in Chapter 13,” which we have marked as the Committee’s Exhibit 11?

A: I believe that's – yeah, right.

Q: And it bears the name of Mr. Beaulieu and has his local New Orleans phone number?

A: Yes, sir.

* * *

Q: Calling your attention to this exhibit, there are enumerated paragraphs. Paragraph 6, follow me while I read. "Credit While in Chapter 13. You may not borrow money or buy anything on credit while in Chapter 13 without permission from the bankruptcy court. This includes the use of credit cards or charge accounts of any kind."

Did I read that accurately, sir?

A: You did.

Q: And do you recall reading that and discussing that with Mr. Beaulieu?

A: I don't specifically recall it, but I'm not saying it didn't happen.

Q: All right. Do you recall, on or about May 9th, 2001, having a – what's called a 341 bankruptcy hearing, where Mr. Beaulieu as trustee was present; your attorney, Mr. Lightfoot, was present; and you were present?

A: Yes, sir, I remember meeting with Mr. Beaulieu.

Q: And that meeting was recorded, if you – do you recall that?

A: I believe that's correct. yeah, tape recorded.

Q: Right.

Do you recall Mr. Beaulieu stating the following? "Any charge cards that you may – you have you cannot use any longer. So, basically, you're on a cash basis now. I have no further questions except have you made your first payments."

Did I read that accurately?

A: Yes, sir.

Q: So, you were told by Mr. Beaulieu that you couldn't incur any more credit there, on credit cards, correct?

A: I'm not sure it was there, but I'm sure it was part of the explanation at some point.

Q: Well, going back to –

A: When you ask – I only meant in reference to the statement. Yes, it's –

Q: Right.

A: – contained in there, and I knew that.

Q: And it was your understanding – and that's what I'm trying to find out, sir – that you couldn't incur more credit while in bankruptcy, correct?

A: That's correct. (Porteous 5th Cir. Hrg. at 61–62 (HP Ex. 10)).

230. **AGREED:** On May 16, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 308).

231. **DISPUTED:** On May 16, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00061520. Judge Porteous repaid that marker the same day with chips. (HP Ex. 308).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 16, 2001, Judge Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00061520, which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

232. **AGREED:** On June 20, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 310).

233. **DISPUTED:** On June 20, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00062678. Judge Porteous repaid that marker the same day with chips. (HP Ex. 310).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on June 20, 2001, Judge Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00062678, which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

234. **AGREED:** On May 26–27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 309).
235. **DISPUTED:** On May 26, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141028. (HP Ex. 309).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 26, 2001, Judge Porteous executed one \$500 marker at the Grand Casino Gulfport, identified by marker number MK141028, which was redeemed on May 27, 2001.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

236. **DISPUTED:** On May 27, 2001, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK141325. Judge Porteous repaid \$900 to the casino that same day. (HP Ex. 309).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 27, 2001, Judge Porteous executed one \$500 marker at the Grand Casino Gulfport, identified by marker number MK141325, which he redeemed that same day.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

237. **DISPUTED / MODIFIED:** On May 28, 2001, Judge Porteous wrote a check to the Grand Casino Gulfport, identified by check number 4087, in the amount of \$100, which cleared his Bank One checking account on May 30, 2001. After that check cleared, Judge Porteous's balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 309).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that he tendered a check dated May 28, 2001, and numbered 4087 in the amount of \$100 to the Grand Casino Gulfport, which cleared his Bank One bank account on May 30, 2001.

HOUSE REPLY: The House's proposed stipulation contains no "characterization." It simply states a fact supported by a document. The House has nevertheless modified its proposed stipulation in an effort to reach an agreement with Judge Porteous. The House stands by this proposed stipulation as modified.

238. **DISPUTED:** On June 28, 2001, U.S. Bankruptcy Judge William Greendyke signed an "Order Confirming the Debtor's Plan and Related Orders" in Judge Porteous's bankruptcy case. Judge Porteous received a copy of this order. (HP Ex. 133).

PORTEOUS RESPONSE: Judge Porteous opposes this proposed stipulation in part because the House has not proffered evidence sufficient to establish that Judge Porteous received a copy of the referenced order.

HOUSE REPLY: Judge Porteous does not dispute the truth of this proposed stipulation. Judge Porteous has also previously testified under oath before the Fifth Circuit Special Committee that he understood Judge Greendyke's Order. The House stands by this proposed stipulation as drafted.

239. **AGREED:** Paragraph 4 of the June 28, 2001 Order signed by Judge Greendyke stated as follows:

The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee. Failure to obtain such approval may cause the claim for such debt to be unallowable and non-dischargeable. (HP Ex. 133).

240. **WHOLE DOCUMENT:** At the Fifth Circuit Hearing, Judge Porteous testified under oath as follows regarding the June 28, 2001 Order signed by Judge Greendyke:

Q: Okay. Now, on June 2nd [sic], are you familiar with the order signed by Bankruptcy Judge Greendyke?

And this is from Exhibit 1, Bates Number SC50, Exhibit 1 being the certified copy of the bankruptcy file.

"It is ordered that," going down to Number 4, "the debtors shall not incur additional debt during the term of this plan except upon written approval of the trustee."

Did I read that correctly?

A: You did.

Q: Was that your understanding at the time?

A: In the order, it was.

Judge Lake: What's the date of that document?

Mr. Finder: July 2nd, 2001, was the docket date. It was signed by Judge Greendyke on June 28th, 2001. (Porteous 5th Cir. Hrg. at 62 (HP Ex. 10)).

241. **AGREED:** Judge Porteous was subject to the terms of the June 28, 2001 Order until his Chapter 13 bankruptcy was discharged on July 22, 2004. (HP Ex. 137).
242. **AGREED:** In December 2002, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous to refinance his home.
243. **AGREED:** On December 20, 2002, Judge Porteous was granted permission to refinance his home by Chapter 13 Trustee S.J. Beaulieu, Jr. (HP Ex. 339).
244. **AGREED:** In December 2002 or January 2003, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous and his wife Carmella to enter into new car lease agreements.
245. **AGREED AS REVISED:** On January 2, 2003, Chapter 13 Trustee S.J. Beaulieu, Jr. sent a letter to Claude Lightfoot stating that Beaulieu had reviewed the Porteouses' new car lease agreements and that he had no objection to the Porteouses entering into those new car leases. (HP Ex. 340).
246. **AGREED:** On July 19, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 311).
247. **DISPUTED:** On July 19, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063615. Judge Porteous repaid that marker the same day in chips. (HP Ex. 311).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on July 19, 2001, Judge Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00063615, which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

248. **AGREED:** On July 23, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 312).
249. **DISPUTED:** On July 23, 2001, Judge Porteous took out a \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063744. Judge Porteous repaid that marker the same day in chips. (HP Ex. 312).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on July 23, 2001, Judge

Porteous executed one \$500 marker at the Treasure Chest Casino, identified by marker number 00063744, which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

250. **AGREED:** On August 20–21, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 313(a)).
251. **DISPUTED:** On August 20, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064677, 00064680, and 00064685. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 313(a)).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on August 20, 2001, Judge Porteous executed three \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00064677, 00064680, and 00064685, each of which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

252. **DISPUTED:** On August 21, 2001, Judge Porteous took out five \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746. Judge Porteous repaid marker numbers 00064729 and 00064744 the same day with chips. (HP Ex. 313(a)).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on August 21, 2001, Judge Porteous executed five \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746, two of which (marker numbers 00064729 and 00064744) he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

253. **DISPUTED:** When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on August 21, 2001, he owed \$3,000 to the casino. (HP Ex. 309).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on August 21, 2001, three \$1,000 markers were outstanding.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 145, the House stands by this proposed stipulation as drafted.

254. **DISPUTED / MODIFIED:** On September 9, 2001, Judge Porteous repaid marker numbers 00064739 and 00064746, each in the amount of \$1,000, to the Treasure Chest Casino in Kenner, Louisiana with cash, leaving a balance of \$1,000 owed to the casino. (HP Ex. 313(a)).

PORTEOUS RESPONSE: Judge Porteous opposes both the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate that, on September 9, 2001, Judge Porteous redeemed with cash Treasure Chest Casino marker numbers 00064739 and 00064746.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as modified.

255. **DISPUTED / MODIFIED:** On September 15, 2001, Judge Porteous paid \$1,000 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker number 00064730. (HP Ex. 313(a)).

PORTEOUS RESPONSE: Judge Porteous opposes both the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate that, on September 15, 2001, Judge Porteous redeemed with cash Treasure Chest Casino marker number 00064730.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

256. **AGREED:** On October 13, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 315).

257. **DISPUTED:** On October 13, 2001, Judge Porteous took out two \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066463 and 00066465. Judge Porteous repaid both markers the same day with chips. (HP Ex. 315).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 13, 2001, Judge Porteous executed two \$500 markers at the Treasure Chest Casino, identified by marker numbers 00066463 and 00066465, both of which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

258. **AGREED:** On October 17–18, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 316).

259. **DISPUTED:** On October 17, 2001, Judge Porteous took out three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066625, 00066627, and 00066644, and he also took out five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous repaid marker numbers 00066630, 00066632, and 00066633 the same day with chips. (HP Ex. 316).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 17, 2001, Judge Porteous executed three \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00066625, 00066627, and 00066644, and five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous will further stipulate that on the same day, October 17, 2001, he redeemed the markers numbered 00066630, 00066632, and 00066633 with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

260. **DISPUTED:** On October 18, 2001, Judge Porteous took out a \$400 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number M2B459. (HP Ex. 316).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 18, 2001, Judge Porteous executed one \$400 marker at the Treasure Chest Casino, identified by marker number M2B459.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

261. **DISPUTED:** When Judge Porteous left the Treasure Chest Casino in Kenner, Louisiana on October 18, 2001, he owed \$4,400 to the casino. (HP Ex. 309)

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Treasure Chest Casino on October 18, 2001, three \$1,000 markers, two \$500 markers, and one \$400 marker were outstanding.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 145, the House stands by this proposed stipulation as drafted.

262. **AGREED:** On October 25, 2001, Judge Porteous withdrew \$1,760 from his Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC. (HP Ex. 381).

263. **AGREED:** On October 30, 2001, Judge Porteous deposited the \$1,760 check from his Individual Retirement Account, issued by National Financial Services LLC, into his Fidelity money market account. (HP Ex. 381).
264. **DISPUTED:** On November 9, 2001, Judge Porteous wrote a check for \$1,800 from his Fidelity money market account, identified by check number 589, to the Treasure Chest Casino, repaying marker number 00066625 in its entirety and repaying \$800 of marker number 00066627. Judge Porteous repaid the remaining \$200 of marker number 00066627 with cash that same day. (Exs. 316, 381).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 9, 2001, Judge Porteous redeemed Treasure Chest Casino markers numbered 00066625 and 00066627 with \$200 in cash and a check, drawn on this Fidelity Homestead Association money market account and numbered 589, in the amount of \$1,800.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

265. **DISPUTED:** On November 9, 2001, Judge Porteous paid \$2,400 in cash to the Treasure Chest Casino in Kenner, Louisiana, repaying marker numbers 00066640, 00066644, 00066645, and M2B459. (HP Ex. 316).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 9, 2001, Judge Porteous redeemed with cash Treasure Chest Casino markers numbered 00066640, 00066644, 00066645, and M2B459.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

266. **AGREED:** On November 27, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 318).
267. **DISPUTED:** On November 27, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00067888 and 00067893. Judge Porteous repaid both markers the same day with chips. (HP Ex. 318).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 27, 2001, Judge Porteous executed two \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00067888 and 00067893, both of which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

268. **AGREED:** On December 11, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 319).
269. **DISPUTED:** On December 11, 2001, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00068410 and 00068415. Judge Porteous repaid both markers the same day with chips. (HP Ex. 319).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on December 11, 2001, Judge Porteous executed two \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00068410 and 00068415, both of which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

270. **AGREED:** On April 1, 2002, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana. (HP Ex. 322).
271. **DISPUTED:** On April 1, 2002, Judge Porteous took out two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00072228 and 00072229, and he also took out one \$500 marker identified by marker number 00072234. Judge Porteous repaid all three markers the same day with chips. (HP Ex. 322).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on April 1, 2002, Judge Porteous executed two \$1,000 markers at the Treasure Chest Casino, identified by marker numbers 00072228 and 00072229, and one \$500 marker, identified by marker number 00072234, all three of which he redeemed that same day with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

272. **AGREED:** On September 28, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 314).
273. **DISPUTED:** On September 28, 2001, Judge Porteous took out two \$1,000 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0099123 and 0099130. (HP Ex. 314).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization this proposed stipulation. Judge Porteous will stipulate that, on September 28, 2001, Judge Porteous executed two \$1,000 markers at Harrah's Casino in New Orleans, identified by marker numbers 0099123 and 0099130, which were redeemed that same day by check.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

274. **DISPUTED:** On September 28, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker numbers 0099123 and 0099130. Judge Porteous's check cleared Harrah's Casino on October 28, 2001. (HP Ex. 314).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on September 28, 2001, Judge Porteous redeemed Harrah's Casino markers numbered 0099123 and 0099130 by check. The House has not provided information sufficient to determine when that check cleared.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted. Moreover, House Exhibit 306 specifically reflects that Judge Porteous's check cleared the casino on October 28, 2001.

275. **AGREED:** On December 20, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana. (HP Ex. 320).
276. **DISPUTED:** On December 20, 2001, Judge Porteous took out a \$1,000 marker at Harrah's Casino in New Orleans, Louisiana, identified by marker number 0106851. (HP Ex. 320)

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on December 20, 2001, Judge Porteous executed one \$1,000 marker at Harrah's Casino in New Orleans, identified by marker number 0106851, which he redeemed that same day by check.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

277. **DISPUTED:** On December 20, 2001 Judge Porteous wrote a check to Harrah's Casino to repay marker number 0106851. Judge Porteous's check cleared Harrah's Casino on November 9, 2002. (HP Ex. 320).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on December 20, 2001, Judge Porteous redeemed Harrah's Casino marker number 0106851 by check. The House has not provided information sufficient to determine when that check cleared.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted. Moreover, House Exhibit 320 specifically reflects that Judge Porteous's check cleared the casino on November 9, 2002.

278. **AGREED:** On October 31–November 1, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi.
279. **DISPUTED:** On October 31, 2001, Judge Porteous took out five \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 164622, 164628, 164637, 164649, and 164652. (HP Ex. 317).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on October 31, 2001, Judge Porteous executed five \$500 markers at the Beau Rivage Casino, identified by marker numbers 164622, 164628, 164637, 164649, and 164652, each of which he redeemed on November 1, 2001, with chips.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

280. **DISPUTED:** On November 1, 2001, Judge Porteous took out a \$500 marker at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker number 164659. Judge Porteous repaid \$2,500 with chips at the cage that day and repaid another \$500 with chips at the pit. (HP Ex. 317).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on November 1, 2001, Judge Porteous executed one \$500 marker at the Beau Rivage Casino, identified by marker number 164659, which he redeemed that same day in connection with the \$3,000 in chips that Judge Porteous paid to the casino on November 1, 2001.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

281. **AGREED:** On February 12, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 321).
282. **DISPUTED:** On February 12, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK169742. Judge Porteous repaid that marker the same day. (HP Ex. 321).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on February 12, 2002, Judge Porteous executed one \$1,000 marker at the Grand Casino Gulfport, identified by marker number MK169742, which he redeemed that same day.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

283. **AGREED:** On May 26, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 323).

284. **DISPUTED:** On May 26, 2002, Judge Porteous took out a \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK179892. Judge Porteous repaid that marker the same day. (HP Ex. 323).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on May 26, 2002, Judge Porteous executed one \$1,000 marker at the Grand Casino Gulfport, identified by marker number MK179892, which he redeemed that same day.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

285. **AGREED:** On July 4–5, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi. (HP Ex. 325).

286. **DISPUTED:** On July 4, 2002, Judge Porteous took out two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK183825 and MK183833. (HP Ex. 325).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on July 4, 2002, Judge Porteous executed two \$1,000 markers at the Grand Casino Gulfport, identified by marker numbers MK183825 and MK183833, the first of which he redeemed on July 5, 2002.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

287. **DISPUTED:** On July 5, 2002, Judge Porteous took out a \$500 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK183917. Judge Porteous repaid \$1,200 to the casino that day. (HP Ex. 325).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization and accuracy of this proposed stipulation. Judge Porteous will stipulate that, on July 5, 2002, Judge Porteous executed one \$500 marker at the Grand Casino Gulfport, identified by marker number MK183917, which he redeemed that same day.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

288. **DISPUTED:** When Judge Porteous left the Grand Casino Gulfport in Gulfport, Mississippi on July 5, 2002, he owed \$1,300 to the casino. (HP Ex. 325).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that when he left the Grand Casino Gulfport on July 5, 2002, one \$1,000 marker, identified by marker number MK183833, and one \$300 “CCHK,” identified by number RP001259, were outstanding.

HOUSE REPLY: For the reasons discussed in the House’s Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

289. **DISPUTED:** On August 2, 2002, Judge Porteous wrote a \$1,300 check to the Grand Casino Gulfport in Gulfport, Mississippi, which cleared his Fidelity money market account on August 6, 2002. After that check cleared, Judge Porteous’s balance due and owing to the Grand Casino Gulfport was \$0. (HP Ex. 325).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, on August 2, 2002, Judge Porteous redeemed one \$1,000 marker, identified by marker number MK183833, and one \$300 “CCHK,” identified by number RP001259, with a check in the amount of \$1,300 drawn on his Fidelity Homestead Association money market account, which cleared that account on August 6, 2002.

HOUSE REPLY: For the reasons discussed in the House’s Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

290. **AGREED:** On August 13, 2001, Judge Porteous applied for a Capital One credit card. (HP Ex. 341(a)).
291. **AGREED:** Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to obtain or use a new Capital One credit card.
292. **AGREED:** Judge Porteous was approved for a Capital One credit card with a \$200 limit in August 2001. (HP Ex. 341(b)).
293. **MODIFIED:** The first charge on Judge Porteous’s Capital One credit card was a security deposit charge for \$49.00 on August 23, 2001. (HP Ex. 341(b)).
294. **AGREED AS REVISED:** Judge Porteous exceeded his \$200 credit limit on his Capital One credit card for the statement period of September 14, 2001 to October 13, 2001, and, as a result, he was charged a \$29 “overlimit fee” on October 16, 2001. That “overlimit fee” was later removed on October 30, 2001. (HP Ex. 341(b)).
295. **MODIFIED:** Judge Porteous’s Capital One credit card statements for the periods ending on January 13, 2002, February 13, 2002, October 13, 2002, December 13, 2002, January 13, 2003, February 13, 2003, March 13, 2003, and April 13, 2003 all showed that Judge Porteous had not paid his credit card balance in full. Judge Porteous’s Capital One credit card statements for the periods ending on October 13, 2001, November 13, 2001, December 13, 2001, March 13, 2002, May 13, 2002, June 13, 2002, July 13, 2002,

August 13, 2002, September 13, 2002, and November 13, 2002 all showed that Judge Porteous paid his credit card balance in full. (HP Ex. 341(b)).

296. **AGREED:** Judge Porteous's Capital One credit card statement for the time period of May 14, 2002 to June 13, 2002 showed that Judge Porteous's credit limit was increased to \$400. (HP Ex. 341(b)).
297. **AGREED:** Judge Porteous's Capital One credit card statement for the time period of November 14, 2002 to December 13, 2002 showed that Judge Porteous's credit limit was increased to \$600. (HP Ex. 341(b)).
298. **MODIFIED:** On July 4, 2002, Judge Porteous filled out a "Credit Line Change Request" form at the Grand Casino Gulfport in Gulfport, Mississippi and requested a temporary credit limit increase from \$2,000 to \$2,500. Judge Porteous's request was approved by the casino. (HP Exs. 324, 325).
299. **DISPUTED:** Judge Porteous took out \$2,500 in markers at the Grand Casino Gulfport in Gulfport, Mississippi on July 4-5, 2002. (HP Ex. 325).

PORTEOUS RESPONSE: Judge Porteous opposes the characterization of this proposed stipulation. Judge Porteous will stipulate that, between July 4 and 5, 2002, Judge Porteous executed two \$1,000 markers and one \$500 marker at the Grand Casino Gulfport, three-fifths of which he redeemed on July 5, 2002.

HOUSE REPLY: For the reasons discussed in the House's Reply to Stipulation 144, the House stands by this proposed stipulation as drafted.

300. **AGREED:** Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to apply for an increased credit limit at the Grand Casino Gulfport in Gulfport, Mississippi.

Judge Porteous's Background Check and Confirmation

301. **AGREED:** In 1994, Judge Porteous, in connection with his nomination to be a Federal judge, was subject to an FBI background investigation, was required to fill out various forms and questionnaires, and was interviewed by the FBI.
302. **AGREED:** In connection with his nomination to be a Federal judge, Judge Porteous filled out and signed a document entitled "Supplement to Standard Form 86." (HP Ex. 69 (b) at PORT00298).
303. **WHOLE DOCUMENT:** The Supplement to Standard Form 86 filled out by Judge Porteous contains the following question and answer:

Question 10S: 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?

Answer: "No."

304. **WHOLE DOCUMENT:** The Supplement to Standard Form 86 was signed by Judge Porteous under the following statement:

I understand that the information being provided on this supplement to the SF- 86 is to be considered part of the original SF- 86 dated April 27, 1994 and a false statement on this form is punishable by law.

305. **MODIFIED:** On or about July 6, 1994 in connection with his FBI background investigation, Judge Porteous was interviewed by the FBI, and a summary of that interview (an FBI "302") was prepared by the FBI. (HP Ex. 69 (b) at PORT 000000294).
306. **MODIFIED:** On August 18, 1994, in connection with his FBI background investigation, Judge Porteous was interviewed a second time by the FBI, and a summary of that interview (an FBI "302") was prepared by the FBI. (HP Ex. 69 (b) at PORT 000000493–94).
307. **MODIFIED:** During the Senate confirmation process, Judge Porteous was required to complete a United States Senate Committee on the Judiciary Questionnaire for Judicial Nominees. (HP Ex. 69 (a) at PORT000049).
308. **MODIFIED:** The United States Senate Committee on the Judiciary required that an affidavit be submitted by Judge Porteous along with the completed Questionnaire for Judicial Nominees. Judge Porteous signed and submitted such an affidavit. (HP Ex. 69 (a) at PORT 000050).

Authenticity of Exhibits

309. **AGREED IN PRINCIPAL:** The exhibits listed on the House's August 5, 2010 Exhibit list are authentic.

PORTEOUS RESPONSE: Judge Porteous will stipulate that, based on his present information, the exhibits listed on the House's August 5, 2010 Exhibit List are authentic. Judge Porteous reserves the right, however, to revoke or amend this stipulation based on later acquired information. Moreover, Judge Porteous does not stipulate to, and expressly reserves the right to challenge or object to, the admissibility and/or relevance of such exhibits.

HOUSE REPLY: The parties have agreed to stipulate that all documents on the House's August 5, 2010 Exhibit List are authentic. Neither party will therefore be required to establish the foundation of any House Exhibit at trial. The House objects to Judge Porteous's attempt to reserve his right to sua sponte revoke or amend his agreement as to authenticity of any document listed on the August 5, 2010 Exhibit List.

Respectfully submitted,

THE UNITED STATES HOUSE OF REPRESENTATIVES


Adam Schiff, Manager

By


Bob Goodlatte, Manager


Alan I. Baron
Special Impeachment Counsel

Managers of the House of Representatives: Adam B. Schiff, Bob Goodlatte, Zoe Lofgren, Henry C. "Hank" Johnson, F. James Sensenbrenner, Jr.

August 19, 2010



Daniel C. Schwartz
 Direct: 202-508-6025
 dcschwartz@bryancave.com

September 6, 2010

VIA EMAIL

The Honorable Claire McCaskill, Chair
 The Honorable Orrin G. Hatch, Vice Chair
 Senate Impeachment Trial Committee
 United States Senate
 Russell Senate Office Building, Room B-34A
 Washington, D.C. 20002

Re: *Impeachment of Judge G. Thomas Porteous, Jr.*

Dear Senator McCaskill and Senator Hatch:

We write to you to raise a serious matter that has arisen on the eve of the impeachment trial for Judge G. Thomas Porteous, Jr. The parties in this case have been asked by the Senate to engage in good-faith negotiations concerning stipulations in this case. The defense previously has objected to what we believe is the bad faith of the House in responding to proposed stipulations and negotiating final stipulations. Such stipulations are critically important in this case because, unlike all past modern judicial impeachments, there is no prior trial record establishing the weight of the evidence on disputed facts. This evening, however, the stipulation process was again derailed by the intransigence of the House Impeachment Counsel, who continued the same obstructive practices previously exhibited in a lengthy meeting with the Senate staff.

At the pre-trial motions hearing, the House argued that entire transcripts and records from the Fifth Circuit should be introduced because otherwise the defense would not engage in good-faith stipulations. Chairman McCaskill indicated that she was also concerned about such a failure to stipulate to facts by the defense. Judge Porteous, however, did agree to hundreds of stipulations proposed by the House. It was the House, not the defense, that refused to stipulate to the vast majority of stipulations proposed by the defense. While the defense supplied detailed explanations of their position and compromised on language with the House on its stipulations, the House proceeded to make conclusory objections to virtually all of Judge Porteous's stipulations. While Judge Porteous accepted 38.8% (or 120 out of 309) of the House's proposed stipulations as written, the House accepted only 6.6% (28 out of 425) of Judge Porteous's proposed stipulations in whole. This disparity was further magnified when considering

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those proposed stipulations that the parties accepted in part. Indeed, Judge Porteous accepted a total of 72.8% (225 out of 309) of the House's proposed stipulations either in whole or in part. The House, however, accepted a total of only 12% (51 out of 425) of Judge Porteous's proposed stipulations either in whole or in part.

In meeting with Senate and House counsel, the defense objected to this one-sided process where virtually all concessions were made by the defense. Defense counsel agreed to continue to negotiate but insisted that the House should supply explanations similar to those provided by the defense as to why the House would not agree to stipulations. The staff encouraged the House to do so.

In order to reach agreement concerning the parties' respective proposed stipulations, as requested by the Senate, Dan O'Connor (on behalf of Judge Porteous) and Kirsten Konar (on behalf of the House) proceeded to spend considerable time working on the proposed stipulations, including meeting for nearly five hours on Tuesday, August 31st and nearly six hours on Thursday, October 2nd. The defense also spent countless hours, outside of those meetings, tracking down additional evidence and re-working language at the House's request. All of the attorneys on the defense side were involved in this process to guarantee that we could commit to the stipulations as they came out of these meetings.

Once again, the parties started with the House stipulations and the defense was asked to make more concessions in anticipation of similar concessions from the House on the defense proposed stipulations. This was an exact repeat of what occurred in the prior process. The defense noted to House counsel, on several occasions, that they expected House counsel to act in good faith and to negotiate in the same manner as defense counsel had been doing with regard to the stipulations proposed by Judge Porteous. House counsel promised to do so. In fact, Ms. Konar, Mr. O'Connor, and Mr. Meitl called Mr. Parks of the Committee Staff last week to ask for more time to accommodate the House's review of the stipulations. Relying on the good faith of both sides, Mr. Parks agreed to an extension to Tuesday, September 7th for the parties to reach agreement on stipulations.

After reviewing all of the House's proposed stipulations, the parties moved on to those proposed by the defense. This process was slowed, in part, because the House had not, since the meeting with the Committee, performed a wholesale re-review of the stipulations proposed by the defense. The House also never supplied the explanations to their oppositions as discussed at the staff meeting. Indeed, the House had only re-reviewed and re-considered the first 114 out of 425 defense-proposed stipulations as of Tuesday the 31st and only 298 out of 425 as of Thursday the 2nd. The defense had hoped to complete the process today. Attached, as Attachment 1, is the defense proposed and agreed-to stipulations as of last Thursday.

Late this afternoon (the day before the submission of all stipulations is due), however, the defense received a phone call from Ms. Konar, stating that Mr. Dubester had re-reviewed the parties' already negotiated stipulations and the remaining yet to be negotiated stipulations and had reversed

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course and countermanded the agreements on dozens of stipulations. That phone call was preceded shortly by a new draft from House counsel of the defense's proposed stipulations reflecting significant additional, proposed House edits and flat-out rejections. That document is attached as Attachment 2. As evidenced by this document, the House rejected countless positions previously negotiated by the parties and summarily rejected 157 additional proposed defense stipulations for no apparent reason other than the fact that the House did not believe such stipulations were in its interest. The House repeated its earlier practice of not supplying any explanation for its wholesale refusal to agree to the defense's proposed stipulations.

The defense had made clear that it was negotiating all of last week the proposed stipulations with full authority to commit to revisions and was reviewing the stipulations as a team as they came out of negotiations in light of the limited time remaining for stipulations. It now has become clear that Ms. Konar had no such power to negotiate these stipulations and other lawyers for the House did not remain involved until today. As the result, the entire negotiating process was simply a waste of the defense's time and efforts, which could have been better spent preparing for the evidentiary hearings. The result was a "bait-and-switch" where the defense again was asked for more concessions only to have the House announce on the eve of the filing that it would not agree to the defense stipulations that one of its counsel had negotiated. Mr. Dubester's last minute foray into this process, literally hours before the proposed stipulations are due and late on Labor Day, suggests that House counsel never intended to agree to these stipulations and planned to reject large swaths of the defense proposed stipulations at a point in time that would make further negotiation and conferral impractical.

Several examples of the House's unreasonable position follow:

- Defense Proposed Stipulation 223 – At the August 26, 2010 Committee Staff meeting, the House was directed to attempt to agree to this stipulation or suggest an alternative. Nevertheless, the House has summarily rejected this proposed stipulation – even though Ms. Konar and Mr. O'Connor had already spent time negotiating the language therein.
- Defense Proposed Stipulation 239 – The House has rejected a defense proposed stipulation that reads "Judge Porteous was not the first judge in the 24th Judicial District Court in Gretna, Louisiana to split bonds." The House offers no alternative language and simply declares the "House will not stipulate." As the Committee may recall, Louis Marcotte specifically testified that "people split bonds before Judge Porteous became a judge." (*See* Senate Deposition of Louis Marcotte at 64) Numerous other witnesses, including Judge Bodenheimer, spoken to by the defense, have confirmed this fact.
- Defense Proposed Stipulation 297 – The House has summarily rejected this stipulation which stated "Rhonda Danos and Loir Marcotte attended a Rolling Stones concert together." Ms. Marcotte explicitly testified to this fact in her deposition. (*See* Senate Deposition of Lori Marcotte at 29.) Indeed, this fact was also elicited by Mr. Dubester

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during the House Hearings when questioning Ms. Marcotte. (See Dec. 10, 1009 Hearing at 55.)

- Defense Proposed Stipulation 168 – The House has rejected a proposed stipulation which states “Mr. Amato testified in his Senate Deposition on August 2, 2010, that he ‘probably’ would have given Judge Porteous the money that Porteous requested even if Judge Porteous had not been a judge and had not been presiding over the *Liljeberg* case,” after being specifically edited and modified based on the House’s concerns, the stipulation has now been summarily rejected by House counsel.

Moreover, the House has summarily rejected defense proposed stipulations 239-264 (244 and 261 contain proposed modifications), 315-340 (332 contains a proposed modification), 355-372 (367 contains a proposed modification), 391-99, 408-415, and 420-425. The fact that these chunks of stipulations were simply rejected without negotiation and without suggested modification exemplifies the House’s approach to this process.

After receiving the House’s latest draft this afternoon, Mr. O’Connor asked to speak with Mr. Dubester. A joint conference call occurred this afternoon at 5:45 p.m. The defense strongly objected to the House’s actions in relation to the stipulations. The defense requested that the House review and submit explanations on the stipulations that it had summarily rejected. The House flatly refused to do so despite the fact that the defense has consistently given the House the same written explanations for every one of the House’s stipulations. Mr. Dubester said that further discussion of the individual stipulations would not “move the ball forward” but said that he would remain on the line if the defense wanted to engage in what he had already characterized as a fruitless exercise. Alternatively, House counsel suggested that the parties simply submit those stipulations that had been agreed to and leave the matter there – a proposal that would inequitably benefit the House and reward the House for engaging in such obstructive practices, despite the commitments made to Senate staff to negotiate in good faith.

This process has now come to an end with the House engaging in open bad-faith and gamesmanship. The result is patently unfair to the defense which has made hundreds of concessions on the assurance that the House would be expected to engage in similarly fulsome negotiations. Obviously, in a normal case such bad faith would be raised to the judge. In this case, we must raise it with you. We do not believe that it is fair to demand that the defense agree to the House’s proposed stipulations in light of the House’s continued failure to negotiate on defense stipulations with anything resembling good faith. With less than a week left to trial, the defense cannot continue this fruitless process. One possibility is that the Senate could proceed without such stipulations for the trial and then order the House to supply detailed explanations on its opposition to such facts. The parties can then address stipulations after the House evidentiary hearing and even augment such stipulations in light of the testimony. Alternatively, the Senate could (as is often done in Federal court) sanction the House by ordering the adoption of stipulations that have, once again, been denied in bulk by the House without good-faith

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explanations. In either case, it would be unfair to force the defense to go forward with one-sided concessions on stipulated facts just days before the evidentiary hearing.

We appreciate your attention to this matter and stand ready to assist in anyway to address the Committee's interest in mutual and good-faith stipulations.

Sincerely yours,

/s/

Daniel C. Schwartz

Congress of the United States
Washington, DC 20515

September 7, 2010

Via Electronic Mail

The Honorable Claire McCaskill, Chair
The Honorable Orrin G. Hatch, Vice Chair
Senate Impeachment Trial Committee
United States Senate
Russell Senate Office Building, Room B-34A
Washington, D.C. 20002

Re: Impeachment of Judge G. Thomas Porteous, Jr. – Stipulations

Dear Senator McCaskill and Senator Hatch:

This letter responds to the September 6, 2010 correspondence from Judge Porteous's counsel, Daniel Schwartz, regarding the current status of the parties' negotiations related to factual stipulations. Mr. Schwartz's letter contains numerous inaccuracies that must be addressed.

At the August 26, 2010 SITC meeting of all counsel and staff, the House agreed to re-review a large number of Judge Porteous's proposed stipulations, to which the House had previously objected. Similarly, Judge Porteous agreed to reconsider certain of the House's proposed stipulations, to which he had previously improperly objected.

On August 27, 2010, in response to the SITC's request that the parties reconsider various objections to the stipulations and work to reach an agreement, House counsel Kirsten Konar sent an email correspondence to Judge Porteous's attorneys P.J. Meitl and Dan O'Connor, proposing an in-person meeting to attempt to work through the parties' disagreements and to come up with mutually agreeable language. Ms. Konar's email made very clear, however, that these attempts to reach agreement on stipulations would not be binding and would be subject to the approval of each parties' co-counsels. Specifically, Ms. Konar's email stated, in part:

Following up from yesterday's meeting with the SITC, it is my understanding that the parties are expected to file joint stipulations by Friday, September 3rd. That is obviously a very short time window, especially in light of the pre-trial statements due on the 1st. I would like to propose the following as a possible plan for accomplishing this task as efficiently as possible:

It seems that both sides will waste a lot of time if we each do revisions independently, send them to each other, wait for the other side to respond, etc. I think it would be much more efficient to sit down with each other and try to work

through the stipulations. Would your team be amendable to one (or both) of you meeting with me to work through the stipulations, with an understanding that us, as the associates, are not ultimately binding our respective parties, but are simply trying to come up with agreements that we can take back to our co-counsel? (Meaning, that we would do our best together to reach agreements, but until Mr. Schwartz and Mr. Turley, on your end, and Mr. Baron, Mr. Dubester, and Mr. Damelin, on my end, give their sign off, there would be no official binding commitment to our (hopefully) agreed stipulations.)

See 08/27/10 email from K. Konar to P.J. Meitl and D. O'Connor, attached as Exhibit 1 to this correspondence.

Ms. Konar, Mr. O'Connor, and Mr. Meitl thereafter met for approximately 4 ½ hours on Tuesday, August 31st, and Ms. Konar and Mr. O'Connor met for approximately 6 hours on Thursday, September 2nd. Prior to each of these meetings, Ms. Konar individually re-reviewed each and every stipulation proposed by Judge Porteous (up to stipulation 298), and checked the proposed stipulation against the citations provided by Judge Porteous. In many instances, the stipulations were not supported by the deposition citation. At these meetings, Ms. Konar, Mr. O'Connor, and Mr. Meitl worked diligently to reach agreements in principal on the House and Porteous stipulations.

Throughout these meetings, Ms. Konar reiterated to Mr. O'Connor and/or Mr. Meitl that she would take the proposed language back to her colleagues for consideration. There was never any representation made that Ms. Konar was making final, binding decisions on behalf of the House, which was made clear from the original email she sent, stating the intended purpose and goal of these meetings. Moreover, at the meetings, on numerous occasions, Ms. Konar had initially indicated that the House would not stipulate to a particular statement, but would nevertheless discuss and negotiate that stipulation with Mr. O'Connor in a good faith effort to attempt to reach language that may be acceptable to both parties.

At the conclusion of the parties' meeting on Thursday, September 2nd, Ms. Konar informed Mr. O'Connor that the final group of Porteous stipulations (299-425) would be reviewed by other House counsel because Ms. Konar would be out of town during the Labor Day weekend. Ms. Konar suggested to Mr. O'Connor that a meeting or a call with either Harold Damelin or Mark Dubester on Monday, September 6th may be the most productive way to handle the review of the final group of stipulations.

Over the course of the weekend, House counsel invested many hours both to review the proposed stipulations that were the result of Ms. Konar's meetings with Judge Porteous's attorneys and to draft responses and objections to Porteous stipulations 299-425. Each and every stipulation was considered and discussed individually. The House ultimately determined that many of Judge Porteous's stipulations were improper and were not amenable to stipulation.

The House thereafter transmitted to Judge Porteous's counsel, on September 6th at 3:30 p.m., its final positions on Porteous stipulations 1-298, and its proposed responses to stipulations 299-425. After this document was sent to Judge Porteous's counsel on September 6th, Ms. Konar called Mr. O'Connor to discuss the document. She explained that due to her inability to

participate in the House counsel's weekend review, a joint conference call including either Mr. Dubester or Mr. Damelin would be more productive for a discussion of the final group of Porteous stipulations, because Mr. Dubester and/or Mr. Damelin would be better able to explain the reasons for the House's objections to certain of Judge Porteous's stipulations. This process would have been consistent with the process that Ms. Konar and Mr. O'Connor had engaged in to date – whereby they would review the House's new response to a proposed stipulation, would discuss modifications or objections, and would discuss if there was a possible compromise to be reached as opposed to an outright objection by the House.

Later in the evening on September 6th, Ms. Konar, Mr. Dubester, Mr. O'Connor, and Mr. Meitl participated in a conference call, during which Mr. Dubester stated he was prepared to explain to Judge Porteous's attorneys the House's reasons for modifying or objecting to Judge Porteous's stipulations. Mr. Meitl and Mr. O'Connor declined to have this discussion.

The House has made a good faith effort to reconsider all stipulations proposed by Judge Porteous. The SITC never ordered the House to counter-propose language to each and every stipulation the House determined to be improper, materially misleading, or materially incomplete. The House nevertheless counter-proposed new language in many instances where it deemed an individual stipulation, or a series of stipulations, to be improper.

The most substantial category of objectionable stipulations proposed by Judge Porteous continues to involve those stipulations that either summarize testimony from or cite to excerpts from the August 2, 2010 Senate depositions of Robert Creely, Jacob Amato and Louis and Lori Marcotte. In response to the SITC's request, the House has removed all objections based solely on the fact that a given stipulation is an excerpt from a deposition. However, many of these proposed stipulations are still improper, and the House cannot and will not agree to them. For example, simply because a witness made a statement during a deposition does not always mean that the statement becomes an uncontested "fact." In many instances, the witness has made multiple other statements that are to the contrary or a modification of the excerpt proposed by Judge Porteous. The House therefore considered each such stipulation individually, and examined whether the stipulation was truly an uncontested fact.

Judge Porteous's statements and representations that the House is engaging in "bad-faith and gamesmanship" is untrue. The House has made every effort to agree to proposed stipulations where it felt the stipulation was appropriate and factually accurate. The House should not be required to stipulate to an arbitrary percentage of Judge Porteous's stipulations, simply because Judge Porteous stipulated to a particular percentage of the House's stipulations. It should be noted, moreover, that in the House's view, Judge Porteous has improperly objected to many of the House's proposed stipulations. The House did not respond by requesting that this Committee force Judge Porteous to agree to stipulations he refused, even though many of these stipulations are uncontested fact supported by documentary evidence and Judge Porteous's own prior sworn testimony. The House simply accepted the fact that Judge Porteous would not stipulate, even though one could argue that his position was not justified. For example, Judge Porteous refuses to stipulate that he solicited and received cash from Mr. Amato while the Liljeberg case was pending, even though both Judge Porteous and Amato testified to that fact.

I hope the foregoing explains the position of the House in regard to the stipulation process.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Alan I. Baron", written over a horizontal line.

Alan I. Baron
Special Impeachment Counsel

Enclosure

cc: Jonathan Turley (via electronic mail) (/o enclosure)
Daniel C. Schwartz (via electronic mail) (w/ enclosure)
P.J. Meitl (via electronic mail) (w/ enclosure)
Dan O'Connor (via electronic mail) (w/ enclosure)

From: Konar, Kirsten W.
Sent: Friday, August 27, 2010 2:56 PM
To: dan.oconnor@bryancave.com; Meiti, P.J.
Subject: stipulations

Dan and P.J.,

Following up from yesterday's meeting with the SITC, it is my understanding that the parties are expected to file joint stipulations by Friday, September 3rd. That is obviously a very short time window, especially in light of the pre-trial statements due on the 1st. I would like to propose the following as a possible plan for accomplishing this task as efficiently as possible:

It seems that both sides will waste a lot of time if we each do revisions independently, send them to each other, wait for the other side to respond, etc. I think it would be much more efficient to sit down with each other and try to work through the stipulations. Would your team be amenable to one (or both) of you meeting with me to work through the stipulations, with an understanding that us, as the associates, are not ultimately binding our respective parties, but are simply trying to come up with agreements that we can take back to our co-counsels? (Meaning, that we would do our best together to reach agreements, but until Mr. Schwartz and Mr. Turley, on your end, and Mr. Baron, Mr. Dubester, and Mr. Damelin, on my end, give their sign off, there would be no official binding commitment to our (hopefully) agreed stipulations.)

I propose a meeting on Monday, either at Seyfarth or at Bryan Cave, to try to work through these. Prior to our meeting, if both parties could go back through both sets of stipulations, and try to come up with proposed language or agreements, as instructed per yesterday's meeting, I think that would give us a very good jumping off point. I'm sure after meeting we will still have a number of stipulations that we are in disagreement about, and we can each go back to our respective co-counsels for discussion.

Please let me know your thoughts on this. I am available to meet anytime on Monday and can arrange for a conference room at Seyfarth if you are in agreement.

Thanks,

Kirsten W. Konar | Seyfarth Shaw LLP
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In The Senate of the United States
Sitting as a Court of Impeachment

In re:)
Impeachment of G. Thomas Porteous, Jr.,)
United States District Judge for the)
Eastern District of Louisiana)
)

THE PARTIES' AGREED STIPULATIONS OF FACT

1. Judge Porteous was born on December 15, 1946.
2. Judge Porteous married Carmella Porteous on June 28, 1969.
3. Judge Porteous and his wife Carmella had four children: Michael, Timothy, Thomas and Catherine.
4. Judge Porteous graduated from Cor Jesu, now Brother Martin, High School and was honored as the alumnus of the year there in 1997.
5. Judge Porteous graduated from Louisiana State University in 1968 and the Louisiana State University law school in May 1971.
6. In 1984, Judge Porteous was elected Judge to an open seat of the 24th Judicial District Court (JDC) in Jefferson Parish, Louisiana without opposition.
7. In 1990, Judge Porteous was re-elected without opposition.
8. From approximately October 1973 through August 1984, Judge Porteous served as an Assistant District Attorney in Jefferson Parish, Louisiana. Judge Porteous was permitted to hold outside employment while working as an Assistant District Attorney.
9. From January 1973 until July 1974, Judge Porteous was a law partner of Jacob Amato, Jr. at the law firm of Edwards, Porteous & Amato.
10. Attorney Robert Creely worked at the law firm of Edwards, Porteous, & Amato for some period of time between January 1973 and July 1974.
11. Judge Porteous was elected to be a judge of the 24th Judicial District Court in Jefferson Parish, Louisiana in August 1984. He took the bench on August 24, 1984, and remained in that position until October 28, 1994.
12. On August 25, 1994, Judge Porteous was nominated by President Clinton to be a United States District Court Judge for the Eastern District of Louisiana.

13. Judge Porteous's confirmation hearing before the Senate Judiciary Committee was held on October 6, 1994.

14. Judge Porteous was confirmed as a United States District Court Judge for the Eastern District of Louisiana by the United States Senate on October 7, 1994.

15. Judge Porteous received his judicial commission on October 11, 1994.

16. Judge Porteous was sworn in as a United States District Court Judge for the Eastern District of Louisiana on October 28, 1994.

17. Judge Porteous's wife, Carmella, passed away on December 22, 2005.

18. The FBI investigated Judge Porteous while he was a federal judge. Judge Porteous was not charged or prosecuted criminally.

19. The Federal Bureau of Investigation and a grand jury empanelled in the Eastern District of Louisiana conducted an investigation of Judge Porteous for several years. At the conclusion of the investigation, the Department of Justice submitted a complaint referring allegations of judicial misconduct concerning Judge Porteous to the Chief Judge of the United States Court of Appeals for the Fifth Circuit. The Department also "determined that it [would] not seek criminal charges against Judge Porteous."

20. The New Orleans Division of the FBI conducted an investigation into allegations of judicial corruption in the 24th JDC. That investigation, known as "Wrinkled Robe," resulted in the convictions of fourteen defendants, including two 24th JDC judges, the owners of a bail bonding business, and other state court litigants and officials. When Judge Porteous was identified as a potential target, matters related to Judge Porteous were referred to the DOJ Public Integrity Section.

21. By letter dated May 18, 2007, the Department of Justice submitted a formal complaint of judicial misconduct regarding Judge Porteous to the Honorable Edith H. Jones, Chief Judge of the United States Court of Appeals for the Fifth Circuit.

22. On May 18, 2007, the Justice Department wrote a 22-page letter stating, in part, that "The Department has determined that it will not seek criminal charges against Judge Porteous. Although the investigation developed evidence that might warrant charging Judge Porteous with violations of criminal law relating to judicial corruption, many of those incidents took place in the 1990s and would be precluded by the relevant statutes of limitations. In reaching its decision not to bring other available charges that are not time barred, the Department weighed the government's heavy burden of proof in a criminal trial and the obligation to carry that burden to a unanimous jury; concerns about the materiality of some of the Judge Porteous's false statements; the special difficulties of proving *mens rea* and intent to deceive beyond a reasonable doubt in a case of this nature, and the need to provide consistency in charging decision concerning bankruptcy and criminal contempt matters. The Department also gave careful consideration – as it must – to the availability of alternative remedies for Judge Porteous's history of misconduct while on the bench, including the impeachment and judicial sanctions administered pursuant to 28 U.S.C. §§ 351-64." The letter referred the matter to the

United States Court of Appeals for the Fifth Circuit for “any further action Your Honor [Chief Judge Edith H. Jones] may deem warranted.”

23. Upon receipt of the Department of Justice’s May 18, 2007 complaint letter, the Fifth Circuit appointed a Special Investigatory Committee (the “Special Committee”) to investigate the Department of Justice’s allegations of misconduct by Judge Porteous.

24. On May 24, 2007, Judge Porteous was notified by Chief Judge Edith Jones that she, Judge Fortunato P. Benavides, and Judge Sim Lake had been appointed as a special committee to investigate the May 18, 2007 DOJ complaint. Judge Porteous was also notified of his rights under the Fifth Circuit Rules Governing Complaints of Judicial Misconduct and Disability. A hearing was held by the special investigatory committee from October 29–30, 2007.

25. On August 28, 2007, Chief Judge Jones filed a “Complaint of Judicial Misconduct” concerning Judge Porteous declaring “I initiate, nunc pro tunc, a complaint of judicial misconduct concerning the Honorable Thomas G. Porteous, Jr. [sic].”

26. The Fifth Circuit Judicial Council (the “Fifth Circuit”) convened a Special Investigatory Committee to review the DOJ’s allegations against Judge Porteous.

27. Judge Porteous was initially represented by attorney Kyle Schonekas in the Special Committee proceedings.

28. Kyle Schonekas withdrew from representing Judge Porteous in the Special Committee proceedings on or before July 5, 2007.

29. On or before August 2, 2007, attorney Michael H. Ellis began representing Judge Porteous in the Special Committee proceedings.

30. On or before October 16, 2007, attorney Michael H. Ellis withdrew from representing Judge Porteous in the Special Committee proceedings because of “irreconcilable differences.”

31. A hearing regarding the allegations of misconduct against Judge Porteous was held before the Special Committee on October 29 and 30, 2007 (the “Fifth Circuit Hearing”).

32. The immunity order issued to Judge Porteous in connection with the Fifth Circuit Special Committee proceedings was signed by Chief Judge Jones on October 5, 2007. Judge Porteous was first given a copy of the immunity order at the hearing on October 29, 2007.

33. At the Fifth Circuit’s hearing on October 29, 2007, Judge Porteous objected and asked for a continuance so that he could review the immunity order. In response to this request, Larry Finder, co-investigatory counsel to the Special Committee, stated that “there is no surprise here” that Judge Porteous was being called to testify, because Rule 10(c) of the Rules Governing Complaints of Judicial Misconduct and Disability for the Fifth Circuit specifically stated that the subject judge will be called. Chief Judge Jones denied Judge Porteous’s request for a

continuance, stating that “immunity is better than non immunity, sir. Continuance is denied. You may take the stand.”

34. At the Fifth Circuit’s hearing, Judge Benavides stated that Judge Porteous was granted immunity and would not be testifying but for that grant of immunity. Larry Finder agreed with Judge Benavides’ statement and clarified that “while this is a grant of use immunity coextensive with [Judge Porteous’s] Fifth Amendment rights, it would not prevent [sic] him any kind of immunity from false statement or perjury, just as in any case under 6001 and 6002 of the United States Code.”

35. After the Fifth Circuit hearing, the Special Committee issued a report to the Judicial Conference of the Fifth Circuit dated November 20, 2007, which concluded that Judge Porteous committed misconduct which “might constitute one or more grounds for impeachment.”

36. On December 20, 2007, by a majority vote, the Judicial Council of the Fifth Circuit accepted and approved the Special Committee’s November 20, 2007 Report and concluded that Judge Porteous “had engaged in conduct which might constitute one or more grounds for impeachment under Article I of the Constitution.” The Judicial Council of the Fifth Circuit thereafter certified these findings and the supporting records to the Judicial Conference of the United States. Four judges concurred in part and dissented in part to the majority’s opinion. In that 49-page concurring and dissenting opinion, Judge Dennis wrote that “I agree that this judicial council must publicly reprimand Judge Porteous for legal and ethical misconduct during his tenure as a federal judge. But I disagree with the council majority’s conclusion that the evidence demonstrates a possible ground for his impeachment and removal from office.”

37. On June 17, 2008, the Judicial Conference of the United States, by its members present, determined unanimously, upon recommendation of its Committee on Judicial Conduct and Disability, to transmit to the Speaker of the House a certificate “that consideration of impeachment of the United States District Judge G. Thomas Porteous (E.D. La.) may be warranted.” Two members of the Judicial Conference were not present and did not participate in the Conference’s deliberations on this matter.

38. On September 10, 2008, the Judicial Council of the Fifth Circuit issued an “Order and Public Reprimand” against Judge Porteous, ordering that no new cases be assigned to Judge Porteous and suspending Judge Porteous’s authority to employ staff for two years or “until Congress takes final action on the impeachment proceedings, whichever occurs earlier.”

39. On September 17, 2008, the House of Representatives of the 110th Congress passed H.R. Res. 1448, which provided in pertinent part: “Resolved, That the Committee on the Judiciary shall inquire whether the House should impeach G. Thomas Porteous, a judge of the United States District Court for the Eastern District of Louisiana.”

40. On January 13, 2009, the House of Representatives passed H.R. Res. 15, continuing the authority of H.R. Res. 1448 for the 111th Congress.

41. Jacob Amato, Jr. and Robert Creely formed a law partnership in about 1975 that lasted until 2005.

42. Robert Creely and Judge Porteous have known each other since approximately 1974.
43. From the early 1970s through the early 2000s, Judge Porteous and Robert Creely were friends.
44. Robert Creely first met Judge Porteous when Mr. Creely joined the law firm of Edwards, Porteous, & Amato.
45. Judge Porteous's children have in the past referred to Robert Creely as "Uncle Bob."
46. Robert Creely considers himself to be a friend of Judge Martha Sassone.
47. Robert Creely considers himself to be a friend of Judge Ross LaDart.
48. Jacob Amato and Judge Porteous have known each other since the early 1970s.
49. From the early 1970s through the early 2000s, Jacob Amato considered Judge Porteous to be a friend.
50. Judge Porteous worked with Jacob Amato when they both were prosecutors with the Jefferson Parish District Attorney's Office.
51. When Judge Porteous began working at the Jefferson Parish District Attorney's office in the early 1970s, Jacob Amato was assigned to train Judge Porteous.
52. Jacob Amato, Judge Porteous, and Marion Edwards formed a law partnership in 1973. That law partnership was named Edwards, Porteous, and Amato.
53. Pursuant to state rules that allowed Assistant District Attorneys to maintain a private practice, Judge Porteous continued to serve as an Assistant District Attorney while he was a partner of Edwards, Porteous, and Amato.
54. Jacob Amato and Robert Creely practiced law together from approximately 1973 until 2005.
55. Some of Judge Porteous's children have in the past referred to Jacob Amato as "Uncle Jake."
56. Jacob Amato considered himself to be friends with many of the state court judges in the 24th Judicial District.
57. Jacob Amato considered himself to be friends with Judges Petri, McManus, Benge, and Collins.
58. Jacob Amato stated at his Senate Deposition on August 2, 2010 that "there wasn't that many judges and there wasn't that many lawyers that you didn't get to be friends with them if you practiced law."

59. Jacob Amato stated at his Senate Deposition on August 2, 2010 that “most of the judges were friends of mine before they became judges, and all of them remained close friends after they became judges.”

60. Robert Creely and Judge Porteous went to lunch regularly while Judge Porteous was a state court judge.

61. In addition to Judge Porteous, Robert Creely also went to lunch with most of the other judges in the 24th Judicial District.

62. Between 1984 and 1994, many state court judges in the 24th Judicial District went to lunch with attorneys practicing in and around Gretna, Louisiana.

63. When Robert Creely went to lunch with state court judges in the 1980s and 1990s, unless a campaign committee sponsored the lunch, either he or the individual who invited him would pay for the meal.

64. Robert Creely would pay for lunches that he attended with judges out of friendship with those judges.

65. At his Senate Deposition on August 2, 2010, Robert Creely could only recall one state court judge who ever bought him a meal. The single state court judge that Robert Creely knows to have paid for a meal attended by other attorneys only paid for one such meal.

66. After Judge Porteous was appointed to the federal bench in 1994, he and Creely had lunch much less frequently.

67. Robert Creely had no expectation of receiving any advantage from the judges that he took to lunch.

68. When Jacob Amato and Judge Porteous were both Assistant District Attorneys, they had lunch together frequently.

69. After Judge Porteous became a state judge, Jacob Amato continued to have lunch with him.

70. Jacob Amato and Judge Porteous continued to have lunch together up until the investigation of Judge Porteous began in approximately 2003.

71. Jacob Amato also sometimes had lunch with other state court judges.

72. Jacob Amato believed that it was customary for lawyers in Gretna to have lunch together.

73. Jacob Amato believed that it was customary for lawyers to have lunches with 24th Judicial District Court judges.

74. Jacob Amato stated at his Senate Deposition on August 2, 2010 that sometimes lawyers would split bills with judges, and that some judges "wouldn't let you buy their lunch." When asked if he saw anything wrong with buying lunch for judges, Amato said "no."

75. Jacob Amato did not see anything wrong with buying lunches for judges.

76. According to Jacob Amato, Judge Porteous bought lunch for him at least once or twice.

77. Jacob Amato did not feel that his buying Judge Porteous lunch would affect Judge Porteous's actions on the bench.

78. Jacob Amato always thought Judge Porteous did the right thing on the bench irrespective of Amato having taken Judge Porteous to lunch.

79. When Robert Creely invited people (including lawyers and judges) on to his boat to go fishing, he paid for all the expenses.

80. Robert Creely did not have any concern about taking judges on hunting or fishing trips.

81. In the 1990s, some judges in Gretna, Louisiana went on fishing and hunting trips with lawyers.

82. Robert Creely recalls appearing before Judge Porteous a total of three times, twice while Judge Porteous was on the state bench and once while Judge Porteous was on the federal bench.

83. Robert Creely does not feel that there is anything improper about appearing before a judge with whom he is friends.

84. Robert Creely does not feel that he received any special treatment in connection with the cases in which he appeared before Judge Porteous.

85. Robert Creely did not keep records of the cash that he gave to Judge Porteous.

86. Robert Creely did not claim any tax deduction for the money that he gave to Judge Porteous.

87. When Robert Creely and Jacob Amato were law partners, as a general rule, they would take equal draws of the income of their law firm.

88. While Jacob Amato is sure that he appeared before Judge Porteous when Judge Porteous was a state judge, Mr. Amato can recall only one specific state court case in front of Judge Porteous, which Mr. Amato lost.

89. Jacob Amato thought that Judge Porteous ruled on judicial matters fairly.

90. A curatorship is an appointment by a Louisiana state court of a private attorney to represent the interests of an absent defendant.

91. Available court documents establish that in 1988, Judge Porteous assigned 18 curatorships to Robert Creely.

92. Available court documents establish that in 1989, Judge Porteous assigned 21 curatorships to Robert Creely.

93. Available court documents establish that in 1990, Judge Porteous assigned 33 curatorships to Robert Creely.

94. Available court documents establish that in 1991, Judge Porteous assigned 28 curatorships to Robert Creely.

95. Available court documents establish that in 1992, Judge Porteous assigned 44 curatorships to Robert Creely.

96. Available court documents establish that in 1993, Judge Porteous assigned 28 curatorships to Robert Creely.

97. Available court documents establish that in 1994, Judge Porteous assigned 20 curatorships to Robert Creely.

98. The Amato & Creely law firm earned a fee of between \$150 and \$200 for each curatorship that Judge Porteous assigned to Robert Creely.

99. In addition to receiving curatorship appointments from Judge Porteous, Robert Creely received curatorship appointments from several other judges in the 24th Judicial District Court.

100. Attorney Donald Gardner is a long time friend of Judge Porteous.

101. While Judge Porteous was a state judge, he assigned curatorships to Donald Gardner.

102. Robert Creely testified at his Senate Deposition on August 2, 2010 that he did not have any recollection of attending or contributing money for a party following Judge Porteous's investiture as a federal judge.

103. Robert Creely testified at his Senate Deposition on August 2, 2010 that he did not have any knowledge of money given to anyone in connection with Judge Porteous's son's internship or externship in Washington, D.C.

104. On January 16, 1996, as a Federal judge, Judge Porteous was assigned a civil case, Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc.

105. The Lifemark v. Liljeberg case (No. 2:93-cv-1794) began in June 1993 and concluded in December 2002. At least 7 federal district court judges and at least 3 federal magistrate judges presided over some portion of the case. Judge Porteous presided over the case from January 1996 to December 2002, including presiding over the non-jury trial.

106. The Liljeberg case was filed in 1993 and had been assigned to other judges before being transferred to Judge Porteous on January 16, 1996.

107. The Liljeberg case was set for a non-jury trial before Judge Porteous on November 4, 1996. The trial date in the Liljeberg case was set and reset a number of times prior to the November 4, 1996 date.

108. On September 19, 1996, the Liljebergs filed a motion to enter the appearances of Jacob Amato, Jr. and Leonard Levenson as their attorneys. Judge Porteous granted the motion on September 23, 1996.

109. Jacob Amato, Jr. and Leonard Levenson were hired by the Liljebergs on a contingent fee basis, and, pursuant to the terms of their retainer, would receive legal fees if the Liljebergs prevailed in the litigation.

110. The motion to enter Jacob Amato, Jr.'s appearance identified him as being with the law firm of Amato & Creely.

111. Robert Creely did not enter an appearance in and was not personally involved in litigating the Lifemark v. Liljeberg case.

112. Prior to entering an appearance in the Lifemark v. Liljeberg case (No.: 2:93-cv-1794), Jacob Amato had been practicing law for more than 20 years.

113. Prior to entering an appearance in the Lifemark v. Liljeberg case (No.: 2:93-cv-1794), Jacob Amato took two to three months to evaluate the merits of the case and decide whether to take the case.

114. On October 1, 1996, attorney Joseph Mole on behalf of his client, Lifemark, filed a Motion to Recuse Judge Porteous.

115. The Liljebergs filed their Opposition to the Motion to Recuse, on October 9, 1996.

116. After being granted leave of court, Lifemark filed its Reply to the Opposition to the Motion to Recuse on October 15, 1996.

117. After being granted leave of court, the Liljebergs filed a Memorandum in Opposition to Lifemark's Reply on October 17, 1996.

118. On October 16, 1996, Judge Porteous held a hearing on the Motion to Recuse.

119. Both Leonard Levenson and Jacob Amato, Jr. were present in the courtroom on behalf of the Liljebergs at the October 16, 1996 hearing on the Motion to Recuse.
120. Judge Porteous denied the Motion to Recuse in open court on October 16, 1996.
121. On October 17, 1996, Judge Porteous issued a written order confirming the denial of the Motion to Recuse.
122. Following the denial of the motion to recuse in the Lifemark v. Liljeberg case (No. 2:93-cv-1794), Judge Porteous granted a stay specifically to allow counsel for Lifemark to seek appellate review of his decision on that motion by the Fifth Circuit.
123. Lifemark filed a Motion to enroll Donald Gardner as additional counsel of record on March 11, 1997.
124. The agreement to retain Don Gardner as additional counsel for Lifemark in the Lifemark v. Liljeberg case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid a retainer of \$100,000 upon enrollment as counsel of record.
125. The agreement to retain Don Gardner as additional counsel for Lifemark in the Lifemark v. Liljeberg case (No. 2:93-cv-1794) provided that Mr. Gardner would be paid an additional \$100,000 if Judge Porteous withdrew from the case. Additionally, the agreement also provided that Mr. Gardner could be paid up to \$600,000, depending upon the outcome of the litigation.
126. Lifemark's contract with Donald Gardner provided that he would be paid \$100,000 for entering his appearance and that, among other terms, he would receive another \$100,000 if Judge Porteous withdrew or the case settled.
127. Don Gardner was not lead trial counsel and did not examine any witnesses during the trial in the Lifemark v. Liljeberg case (No.: 2:93-cv-1794).
128. Judge Porteous conducted a bench trial in the Liljeberg case from June 16, 1997, through June 27, 1997, from July 14, 1997, through July 15, 1997, and from July 21, 1997, through July 23, 1997.
129. At the conclusion of the Liljeberg trial in July 1997, Judge Porteous took the case under advisement.
130. On April 26, 2000, nearly three years after the trial concluded, Judge Porteous issued a written opinion in Lifemark Hospitals of La., Inc. v. Liljeberg Enterprises, Inc.
131. Lifemark appealed Judge Porteous's decision to the Fifth Circuit Court of Appeals.
132. Jacob Amato stated at his Senate Deposition on August 2, 2010 that, to this day, he believes that Judge Porteous's decision in the Lifemark v. Liljeberg case (No.: 2:93-cv-1794)

was “absolutely correct,” and that the Fifth Circuit’s opinion overturning Judge Porteous’s decision was “wrong, wrong, wrong.”

133. At his Senate Deposition on August 2, 2010, Jacob Amato was asked, “when you gave him [Judge Porteous] the money, did you expect any quid pro quo of any kind?” and he testified in response, “no.”

134. From May 20 through 23, 1999, a bachelor party was held in Las Vegas, Nevada, for Judge Porteous’s son, Timothy.

135. Robert Creely accepted an invitation to attend a bachelor party for Judge Porteous’s son in Las Vegas in May 1999. A number of other people attended the bachelor party, including Don Gardner.

136. Among the people present in Las Vegas for Timothy Porteous’s bachelor party were Judge Porteous, Robert Creely, and Donald Gardner.

137. During the 1996–2000 time-frame, Judge Porteous was friends with Leonard Levenson.

138. During the 1996–1998 time-frame, Judge Porteous and Leonard Levenson went on a hunting trip.

139. In April 1999, Leonard Levenson attended the Fifth Circuit Judicial Conference in Houston, Texas as an invitee of the federal judges of the Fifth Circuit, after being invited to attend by Judge Porteous.

140. While at the Fifth Circuit Judicial Conference in April 1999, Leonard Levenson paid for meals and drinks for Judge Porteous.

141. Judge George Giacobbe currently serves as a state court judge in Louisiana.

142. Judge Roy Cascio currently serves as a state Court judge in Louisiana.

143. Judge Stephen J. Windhorst currently serves as a state Court judge in Louisiana.

144. When Judge Porteous had lunch with the Marcottes, they discussed a variety of topics, including bonds and non-work related topics such as their families, sports, and politics.

145. When Louis Marcotte first entered the bail bonds business as the owner of Bail Bonds Unlimited (BBU), he occasionally worked with Adam Barnett, another bail bondsman working in the area.

146. Adam Barnett has never been criminally charged with any matter related to the Articles of Impeachment.

147. In an interview with the House of Representatives, Adam Barnett denied that he paid for Judge Porteous’s car repairs while Judge Porteous was a state judge.

148. On or about July 29, 1993, Judge Porteous ordered the expungement of Jeffery Duhon's burglary conviction.

149. On or about September 21, 1994, Judge Porteous held a hearing at which he ordered that Aubrey Wallace's court records in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.) be amended to include removal of the unsatisfactory completion of probation and the entering of the guilty plea under Code of Criminal Procedure 893.

150. On or about September 22, 1994, Judge Porteous signed a written Order that stated: "IT IS ORDERED that the sentence on Aubrey WALLACE is hereby amended to include the following wording, 'the defendant pled under Article 893.'"

151. On October 14, 1994, Judge Porteous entered an order setting aside Aubrey Wallace's burglary conviction in State of Louisiana v. Aubrey N. Wallace, No. 89-2360 (24th Jud. Dist Ct., Jeff. Par., La.).

152. Available documentary evidence shows that Judge Porteous signed one bond for the Marcottes and Bail Bonds Unlimited on October 27, 1994.

153. Available documentary evidence shows that Judge Porteous signed two bonds for the Marcottes and Bail Bonds Unlimited in his last week as a state court Judge.

154. Available documentary evidence shows that Judge Porteous signed twenty-nine bonds for the Marcottes and Bail Bonds Unlimited during the month of October 1994 (his last month on the state bench) as a state court Judge.

155. Available documentary evidence shows that Judge Porteous signed twenty-seven bonds for the Marcottes and Bail Bonds Unlimited between the date of his confirmation for his federal judgeship (October 7, 1994) and the last day for which he served as a state court judge (October 27, 1994).

156. The Marcottes do not have any records or documentation regarding any home repairs allegedly provided by the Marcottes and Bail Bonds Unlimited to Judge Porteous while he was a state judge.

157. The Marcottes did not personally observe work performed on Judge Porteous's fence.

158. The Marcottes do not have any documents showing car repairs paid for by the Marcottes and/or Bail Bonds Unlimited for Judge Porteous while he was a state judge.

159. For some period of time between 1992 and 1997, Lori Marcotte considered herself and Rhonda Danos to be friends.

160. Judge Porteous spoke about the role of bonds in the criminal justice system at the following national bail bonds conventions held by the Professional Bail Agents of the United

States (PBUS): Las Vegas, Nevada in 1996; New Orleans, Louisiana in July 1996; and Biloxi, Mississippi in July 1999.

161. On or about July 19, 1999, Judge Porteous attended a Professional Bail Agents of the United States (PBUS) convention at the Beau Rivage Resort in Biloxi Mississippi, at which convention he attended a cocktail party hosted by Bail Bonds Unlimited.

162. The maximum capacity of the Jefferson Parish Correctional Center was established by an order of a United States District Judge for the Middle District of Louisiana, specifically an Amended Consent Order in the case of Holland v. Donelon, the latest of which was signed in August 1991. The maximum capacity was set at 700, with specific limits for the number of persons who could be held in specific "pods" on various floors

163. Judge Porteous never asked that the Marcottes provide him with a percentage of the bonds he signed for them.

164. Documentary evidence suggests that Judge Porteous, while he was on the Federal bench, attended the following lunches with the Marcottes, which they paid for:

- On August 6, 1997, there was a lunch at the Beef Connection. The bill amounted to \$287.03. There were five attendees.
- On August 25, 1997, there was a lunch at the Beef Connection. The bill amounted to \$352.43. There were ten attendees.
- On November 19, 1997, there was a lunch at the Beef Connection. The bill amounted to \$395.77. There were ten attendees.
- On August 5, 1998, there was a lunch at the Beef Connection. The bill amounted to \$268.84. There were nine attendees.
- On February 1, 2000, there was a lunch at the Beef Connection. The bill amounted to \$328.94. There were eight attendees.
- On November 7, 2001, there was a lunch at the Beef Connection. The bill amounted to \$635.85. There were fourteen attendees.

165. The lunches that Judge Porteous had with the Marcottes (and other attendees) took place in public restaurants.

166. On or about March 11, 2002, Judge Porteous joined a group of people at Emeril's Restaurant, in New Orleans, Louisiana, after the meal portion of the lunch had concluded. The group included the Marcottes, newly elected state judge Joan Benge, and state judge Ronald Bodenheimer.

167. In 1994, Judge Porteous, in connection with his nomination to be a Federal judge, was subject to an FBI background investigation, was required to fill out various forms and questionnaires, and was interviewed by the FBI.

168. In connection with his nomination to be a Federal judge, Judge Porteous filled out and signed a document entitled "Supplement to Standard Form 86."

169. On or about April 27, 1994, Judge Porteous signed his SF 86.

170. On or about July 6-8, 1994, Judge Porteous was interviewed by the FBI. Prior to that date, he had signed his Supplement to the SF-86.

171. On or about August 1, 1994, Louis Marcotte was interviewed by the FBI for the first time in connection with the background check of Judge Porteous.

172. On or about August 17, 1994, Louis Marcotte was interviewed by the FBI for the second time.

173. On or about August 18, 1994, Judge Porteous was interviewed by the FBI a second time.

174. On or about September 6, 1994, Judge Porteous signed the Senate Judiciary Questionnaire.

175. In an FBI interview on August 17, 1994, as part of Judge Porteous's background investigation, Adam Barnett stated that he knew of no questionable conduct or acts by Judge Porteous, that he knew of no financial problems experienced by Judge Porteous, that he knew of no personal problems or habits that would bar Judge Porteous from service as a federal judge, and that he recommended Judge Porteous to be a federal judge.

176. Beginning on June 24, 1994, during its background investigation of Judge Porteous for his federal judgeship nomination, the FBI interviewed many individuals.

177. During its background check, the FBI was made aware that Judge Porteous knew Louis Marcotte.

178. The FBI specifically interviewed Louis Marcotte on two occasions during its background investigation of Judge Porteous.

179. Prior to confirmation, the FBI interviewed Louis Marcotte, who told the FBI "that he sometimes goes to lunch with the candidate and attorneys in the area."

180. On or about July 6, 1994, in connection with his FBI background investigation, Judge Porteous was interviewed by the FBI, and a summary of that interview (an FBI "302") was prepared by the FBI.

181. On August 18, 1994, in connection with his FBI background investigation, Judge Porteous was interviewed by the FBI, and a summary of that interview (an FBI "302") was prepared by the FBI.

182. During the Senate confirmation process, Judge Porteous completed a United States Senate Committee on the Judiciary Questionnaire for Judicial Nominees.

183. The United States Senate Committee on the Judiciary required that an affidavit be submitted by Judge Porteous along with the completed Questionnaire for Judicial Nominees. Judge Porteous signed and submitted such an affidavit.

184. Once Judge Porteous was nominated by President Clinton to serve as a United States District Court Judge for the Eastern District of Louisiana, but prior to his confirmation, the staff of the Judiciary Committee of the United States Senate reviewed the FBI's background investigation of Judge Porteous.

185. Judge Porteous and his wife Carmella Porteous retained attorney Claude C. Lightfoot, Jr. in the summer of 2000 to assist them in attempting to restructure their debts and possibly seeking bankruptcy protection.

186. Shortly after retaining him, Judge Porteous provided Claude Lightfoot with (among other documents) a copy of his May 2000 pay stub.

187. The Porteouses, with the assistance of Claude Lightfoot, sought to avoid filing for bankruptcy protection by attempting to work out their debts.

188. The Porteouses' attempts to work out their debts were unsuccessful.

189. Claude Lightfoot prepared and filed the Porteouses' voluntary petition for bankruptcy protection based upon the information and documents that the Porteouses provided to him.

190. Claude Lightfoot prepared and filed all schedules and other documents filed in bankruptcy court in connection with the Porteouses' voluntary petition for bankruptcy protection based upon the information and documents that the Porteouses provided to him.

191. Prior to filing the Porteouses' voluntary bankruptcy petition, Claude Lightfoot did not request an updated pay stub from Judge Porteous and Judge Porteous did not provide Lightfoot with a current paystub.

192. On March 2, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

193. On March 2, 2001, Judge Porteous took out/executed seven \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00058997, 00059000, 00059002, 00059011, 00059012, 00059013, and 00059019. On March 3, 2001, Judge Porteous redeemed/repaid marker numbers 00058997, 00059000, 00059002, and 00059019 with chips.

194. On March 27, 2001, Judge Porteous redeemed/repaid marker numbers 00059011, 00059012, and 00059013 to the Treasure Chest Casino in Kenner, Louisiana with cash.

195. On February 27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi.

196. On February 27, 2001, Judge Porteous took out/executed two \$1,000 markers at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker numbers MK131402 and MK131405.

197. On March 27, 2001, Judge Porteous deposited \$2,000 into his Bank One checking account. This deposit consisted of \$1,960 in cash and a \$40 check drawn on the Porteouses's Fidelity money market account.

198. On March 16, 2001, the Grand Casino Gulfport sought to deposit the \$1,000 marker, identified by marker number MK131402, previously taken out/executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the marker was returned for an invalid account number. On April 4, 2001, the Grand Casino Gulfport re-deposited marker number MK131402, which cleared Judge Porteous's Bank One checking account on April 5, 2001, and cleared the Grand Casino Gulfport on April 12, 2001.

199. On March 16, 2001, the Grand Casino Gulfport sought to deposit the \$1,000 marker, identified by marker number MK131405, previously taken out/executed by Judge Porteous on February 27, 2001, which initially cleared on March 24, 2001, resulting in the Grand Casino Gulfport showing zero markers outstanding for Judge Porteous from March 24, 2001, until April 3, 2001, when the marker was returned for an invalid account number. On April 4, 2001, the Grand Casino Gulfport re-deposited marker number MK131405, which cleared Judge Porteous's Bank One checking account on April 6, 2001, and cleared the Grand Casino Gulfport on April 12, 2001.

200. On March 20, 2001, Judge Porteous opened a Post Office Box at a Post Office in Harvey, Louisiana.

201. On March 23, 2001, Judge Porteous signed his tax return for calendar year 2000, which claimed a tax refund in the amount of \$4,143.72.

202. At the time that the Porteouses filed their voluntary petition for bankruptcy protection, the Times-Picayune newspaper periodically published the names of all individuals who filed for bankruptcy protection.

203. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on March 28, 2001.

204. The Porteouses filed a voluntary petition for bankruptcy protection on March 28, 2001.

205. Judge Porteous's signature on his initial Voluntary Petition for Chapter 13 Bankruptcy appears directly below the following declaration:

I declare under penalty of perjury that the information provided in this petition is true and correct.

206. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Ortous, G.T."

207. The Porteouses listed their correct Social Security numbers on the voluntary bankruptcy petition that they filed on March 28, 2001.

208. Judge Porteous's initial Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of "P.O. Box 1723, Harvey, LA 70059-1723."

209. Judge Porteous's street address on March 28, 2001 was 4801 Neyrey Drive, Metairie, LA 70002.

210. Judge Porteous filed his amended Voluntary Petition for Chapter 13 Bankruptcy on April 9, 2001, ten days before the United States Bankruptcy Court issued a "Notice of Commencement of Case Under Chapter 13 of the Bankruptcy Code, Meeting of Creditors, and Fixing of Dates" on April 19, 2001.

211. The Porteouses filed an amended voluntary petition for bankruptcy protection on April 9, 2001.

212. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy was filed in the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001.

213. The Porteouses' amended voluntary petition for bankruptcy protection accurately listed their last names as "Porteous."

214. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed the Name of Debtor as "Porteous, Jr., Gabriel T."

215. The Porteouses' amended voluntary petition for bankruptcy protection accurately listed their residential address.

216. Judge Porteous's amended Voluntary Petition for Chapter 13 Bankruptcy listed a Street Address of 4801 Neyrey Drive, Metairie, LA 70002.

217. Notices to creditors that were listed in the Porteouses' bankruptcy schedules were sent out on April 19, 2001.

218. No creditor listed in the Porteouses' initial voluntary petition or in the Porteouses' bankruptcy schedules received any official notice from the bankruptcy court that contained the name "Ortous."

219. Judge Porteous's signature on his Bankruptcy Schedules appears directly below the following declaration:

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 18 sheets, plus the summary page, and that they are true and correct to the best of my knowledge, information, and belief.

220. Judge Porteous's Bankruptcy Schedules were filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001.

221. Category 17 on Judge Porteous's Bankruptcy Schedule B ("Personal Property") required Judge Porteous to disclose "other liquidated debts owing debtor including tax refunds," in response to which the box "none" was marked with an "X."

222. On April 13, 2001, Judge Porteous's \$4,143.72 tax refund was electronically deposited by the U.S. Treasury directly into Judge Porteous's Bank One checking account.

223. The opening balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$559.07.

224. The closing balance of Judge Porteous's Bank One checking account for the time period of March 23, 2001 to April 23, 2001 was \$5,493.91.

225. Judge Porteous deposited \$2,000 into his Bank One checking account on March 27, 2001.

226. At no time between March 23, 2001, and April 23, 2001, did the balance reported by Bank One in Judge Porteous's Bank One checking account drop to \$100 or less.

227. On March 28, 2001, Judge Porteous had a Fidelity money market account. This account was held in both his and his wife Carmella's names.

228. The Porteouses' Fidelity money market account was omitted from Category 2 of the Porteouses' Bankruptcy Schedule B.

229. The opening balance of the Porteouses' Fidelity money market account for the period of March 21, 2001, to April 20, 2001, was \$623.94.

230. The balance of the Porteouses' Fidelity money market account on March 28, 2001 was \$283.42.

231. On April 4, 2001, a \$200.00 deposit was made into the Porteouses' Fidelity money market account.

232. Five checks written by Judge Porteous from the Porteouses' Fidelity money market account, identified by check numbers 579, 580, 581, 620, and 582, cleared that account between March 22, 2001 to April 12, 2001.

233. On more than one occasion, Judge Porteous withdrew money from his Fidelity IRA account and deposited that money into the Porteouses' Fidelity money market account. The

total dollar amount that Judge Porteous transferred from his Fidelity IRA to the Porteouses' Fidelity money market account between 1997 and 2000 was in excess of \$10,000.

234. Judge Porteous's Bankruptcy Schedule I ("Current Income of Individual Debtor(s)") required Judge Porteous to disclose "Current monthly wages, salary, and commissions (pro rate if not paid monthly)," in response to which the Schedule listed Judge Porteous's current monthly gross income as \$7,531.52.

235. Judge Porteous's Bankruptcy Schedule I listed his "total net monthly take home pay" as \$7,531.52.

236. Attached to Judge Porteous's Bankruptcy Schedule I was Judge Porteous's Employee Earnings Statement issued by the Administrative Office of the United States Courts, for the monthly pay period ending on May 31, 2000, which stated that Judge Porteous's gross earnings were \$11,775.00, and his net pay was \$7,531.52.

237. In the summer of 2000, Judge Porteous had provided his Employee Earnings Statement for the monthly pay period ending on May 31, 2000 to Claude Lightfoot.

238. In March and April 2001, Judge Porteous's monthly net pay was \$7,705.51.

239. Judge Porteous's signature on his Statement of Financial Affairs appears directly below the following declaration:

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.

240. Judge Porteous's Statement of Financial Affairs was filed with the United States Bankruptcy Court for the Eastern District of Louisiana on April 9, 2001.

241. Question 3 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to 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," in response to which the answer given was "Normal Installments."

242. On March 27, 2001, Judge Porteous made a \$1,500 cash payment to the Treasure Chest Casino in Kenner, Louisiana to redeem/repay marker numbers 00059011, 00059012, and 00059013

243. Judge Porteous's answer to Question 3 on his Statement of Financial Affairs did not list the \$1,500 cash payment that Judge Porteous made to the Treasure Chest Casino in Kenner, Louisiana on March 27, 2001.

244. Question 8 on Judge Porteous's Statement of Financial Affairs required Judge Porteous to 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,” in response to which the box “None” was checked.

245. On or about April 6, 2001, the Beau Rivage Casino in Biloxi, Mississippi temporarily increased Judge Porteous’s existing \$2,500 credit limit to \$4,000, with a \$1,500 “TTO,” or “this trip only” increase.

246. On April 7-8, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi.

247. On April 7, 2001, Judge Porteous took out/executed two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127556 and 127558.

248. On April 8, 2001, Judge Porteous took out/executed two \$500 markers at the Beau Rivage Casino in Biloxi, Mississippi, identified by marker numbers 127646 and 127658. Judge Porteous also made two \$500 payments in chips to the casino on April 8, 2001, identified by transaction numbers 4069177 and 4069190.

249. On April 24, 2001, Judge Porteous withdrew \$1,000 from his Fidelity Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC.

250. Judge Porteous endorsed the \$1,000 check from National Financial Services LLC and signed the check over to Rhonda Danos.

251. On April 30, 2001, Rhonda Danos wrote a \$1,000 check from her personal checking account, identified by check number 1699, to the Beau Rivage Casino. The check’s memo line referenced “Gabriel Thomas Porteous Jr., Acct. # [redacted].”

252. On or about May 1, 2001, Rhonda Danos deposited into her Hibernia checking account the \$1,000 check from National Financial Services LLC that had been issued to Judge Porteous and signed over to her. That check posted to Ms. Danos’s account on May 2, 2001.

253. On May 4, 2001, Rhonda Danos’s \$1,000 check to the Beau Rivage Casino, written on Judge Porteous’s behalf, was paid at the cage and was credited against Judge Porteous’s Beau Rivage account, identified by transaction number 4071922. The Beau Rivage Casino deposited Ms. Danos’s \$1,000 check on May 5, 2001.

254. On May 8, 2001, the \$1,000 check to the Beau Rivage Casino, written by Rhonda Danos and identified by check number 1699, cleared Ms. Danos’s bank account.

255. On April 10, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

256. On April 10, 2001, Judge Porteous took out/executed four \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00060317, 00060319, 00060320, and 00060321. Judge Porteous redeemed/repaid all four markers the same day with chips.

257. On May 7, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

258. On May 7, 2001, Judge Porteous took out/executed four \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00061209, 00061212, 00061216, and 00061230.

259. On or about May 9, 2001, Judge Porteous redeemed/repaid with cash the four \$1,000 Treasure Chest Casino-markers identified by marker numbers 00061209, 00061212, 00061216, and 00061230.

260. On April 30, 2001, Judge Porteous submitted a Casino Credit Application to Harrah's Casino in New Orleans, Louisiana, requesting a \$4,000 credit limit.

261. On April 30, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana.

262. On or about April 30, 2001, Judge Porteous took out/executed two \$500 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0084898 and 0084899, which were redeemed/repaid that same day by check, which cleared the casino on May 30, 2001.

263. The Chapter 13 Trustee who administered the Porteouses' bankruptcy case was Mr. S.J. Beaulieu.

264. In 2001, William Heitkamp served as the Chapter 13 Trustee for bankruptcy cases filed under Chapter 13 of the Bankruptcy Code in the Southern District of Texas.

265. S.J. Beaulieu conferred with William Heitkamp concerning certain procedures utilized by Judge Greendyke in connection with Chapter 13 bankruptcy cases pending before him.

266. During the pendency of the Porteouses' bankruptcy case, S.J. Beaulieu administered a total of approximately 6,500 Chapter 13 cases.

267. On May 9, 2001, a Section 341 Creditors Meeting was held in Judge Porteous's Chapter 13 Bankruptcy case.

268. Judge Porteous attended the Section 341 Creditors Meeting held on May 9, 2001 with his bankruptcy counsel Claude Lightfoot.

269. The portion of the May 9, 2001 Section 341 Creditors Meeting that includes the sworn testimony of Judge Porteous was recorded and transcribed.

270. The transcript of the Section 341 Creditors Meeting reflects that Bankruptcy Trustee S.J. Beaulieu, Jr. told Judge Porteous that "Any charge cards that you may have you have [sic] you cannot use any longer. So basically you on a cash basis now."

271. On May 16, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

272. On May 16, 2001, Judge Porteous took out/executed one \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00061520. Judge Porteous redeemed/repaid that marker the same day with chips.

273. On June 20, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

274. On June 20, 2001, Judge Porteous took out/executed one \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00062678. Judge Porteous redeemed/repaid that marker the same day with chips.

275. On May 26-27, 2001, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi.

276. On or about May 28, 2001, Judge Porteous wrote a check to the Grand Casino Gulfport, identified by check number 4087, in the amount of \$100, which cleared his Bank One checking account on May 30, 2001.

277. Bankruptcy Judge William Greendyke presided over the Porteouses' bankruptcy case from shortly after its filing in March 2001 until his retirement from the bench in the first half of 2004.

278. On June 28, 2001, U.S. Bankruptcy Judge William Greendyke signed an "Order Confirming the Debtor's Plan and Related Orders" in Judge Porteous's bankruptcy case.

279. Judge Greendyke signed an order confirming the Porteouses' proposed Chapter 13 repayment plan on June 28, 2001.

280. Paragraph 4 of the June 28, 2001 Order signed by Judge Greendyke stated as follows:

The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee. Failure to obtain such approval may cause the claim for such debt to be unallowable and non-dischargeable.

281. Judge Porteous was subject to the terms of the June 28, 2001 Order until his Chapter 13 bankruptcy was discharged on July 22, 2004.

282. On July 19, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

283. On July 19, 2001, Judge Porteous took out/executed one \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063615. Judge Porteous redeemed/repaid that marker the same day with chips.

284. On July 23, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

285. On July 23, 2001, Judge Porteous took out/executed one \$500 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number 00063744. Judge Porteous redeemed/repaid that marker the same day with chips.

286. On August 20-21, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

287. On August 20, 2001, Judge Porteous took out/executed three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064677, 00064680, and 00064685. Judge Porteous redeemed/repaid all three markers the same day with chips.

288. On August 21, 2001, Judge Porteous took out/executed five \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00064729, 00064730, 00064739, 00064744, and 00064746. Judge Porteous redeemed/repaid marker numbers 00064729 and 00064744 the same day with chips.

289. On October 13, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

290. On October 13, 2001, Judge Porteous took out/executed two \$500 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066463 and 00066465. Judge Porteous redeemed/repaid both markers the same day with chips.

291. On October 17-18, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

292. On October 17, 2001, Judge Porteous took out/executed three \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00066625, 00066627, and 00066644, and five \$500 markers, identified by marker numbers 00066630, 00066632, 00066633, 00066640, and 00066645. Judge Porteous redeemed/repaid marker numbers 00066630, 00066632, and 00066633 the same day with chips.

293. On October 18, 2001, Judge Porteous took out/executed one \$400 marker at the Treasure Chest Casino in Kenner, Louisiana, identified by marker number M2B459.

294. On October 25, 2001, Judge Porteous withdrew \$1,760 from his Individual Retirement Account, which was paid to him in the form of a check issued by National Financial Services LLC.

295. On October 30, 2001, Judge Porteous deposited the \$1,760 check from his Individual Retirement Account, issued by National Financial Services LLC, into the Porteouses' Fidelity money market account.

296. On November 9, 2001, Judge Porteous redeemed/repaid Treasure Chest Casino markers numbered 00066625 and 00066627 with \$200 in cash and a check, drawn on the Porteouses' Fidelity money market account and numbered 589, in the amount of \$1,800.

297. On November 27, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

298. On November 27, 2001, Judge Porteous took out/executed two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00067888 and 00067893. Judge Porteous redeemed/repaid both markers the same day with chips.

299. On December 11, 2001, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

300. On December 11, 2001, Judge Porteous took out/executed two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00068410 and 00068415. Judge Porteous redeemed/repaid both markers the same day with chips.

301. On April 1, 2002, Judge Porteous gambled at the Treasure Chest Casino in Kenner, Louisiana.

302. On April 1, 2002, Judge Porteous took out/executed two \$1,000 markers at the Treasure Chest Casino in Kenner, Louisiana, identified by marker numbers 00072228 and 00072229, and one \$500 marker identified by marker number 00072234. Judge Porteous redeemed/repaid all three markers the same day with chips.

303. On September 28, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana.

304. On September 28, 2001, Judge Porteous took out/executed two \$1,000 markers at Harrah's Casino in New Orleans, Louisiana, identified by marker numbers 0099123 and 0099130. Judge Porteous redeemed/repaid both markers the same day with a check. Judge Porteous's check cleared Harrah's Casino on October 28, 2001.

305. On December 20, 2001, Judge Porteous gambled at Harrah's Casino in New Orleans, Louisiana.

306. On December 20, 2001, Judge Porteous took out/executed one \$1,000 marker at Harrah's Casino in New Orleans, Louisiana, identified by marker number 0106851. Judge Porteous redeemed/repaid that marker the same day with a check. Judge Porteous's check cleared Harrah's Casino on November 9, 2002.

307. On October 31–November 1, 2001, Judge Porteous gambled at the Beau Rivage Casino in Biloxi, Mississippi.

308. On February 12, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi.

309. On February 12, 2002, Judge Porteous took out/executed one-\$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK169742. Judge Porteous redeemed/repaid that marker the same day.

310. On May 26, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi.

311. On May 26, 2002, Judge Porteous took out/executed one \$1,000 marker at the Grand Casino Gulfport in Gulfport, Mississippi, identified by marker number MK179892. Judge Porteous redeemed/repaid that marker the same day.

312. On July 4-5, 2002, Judge Porteous gambled at the Grand Casino Gulfport in Gulfport, Mississippi.

313. On August 13, 2001, Judge Porteous applied for a Capital One credit card.

314. Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to obtain or use a new Capital One credit card.

315. Judge Porteous was approved for a Capital One credit card with a \$200 limit in August 2001.

316. The first charge on Judge Porteous's Capital One credit card was a security deposit charge for \$49.00 on August 23, 2001.

317. Judge Porteous's Capital One credit card statements for the periods ending on January 13, 2002, February 13, 2002, October 13, 2002, December 13, 2002, January 13, 2003, February 13, 2003, March 13, 2003, and April 13, 2003, showed that Judge Porteous had not paid his credit card balance in full. Judge Porteous's Capital One credit card statements for the periods ending on October 13, 2001, November 13, 2001, December 13, 2001, March 13, 2002, April 13, 2002, May 13, 2002, June 13, 2002, July 13, 2002, August 13, 2002, September 13, 2002, and November 13, 2002, showed that Judge Porteous paid his credit card balance in full.

318. Judge Porteous's Capital One credit card statement for the time period of May 14, 2002 to June 13, 2002 showed that Judge Porteous's credit limit was increased to \$400.

319. Judge Porteous's Capital One credit card statement for the time period of November 14, 2002 to December 13, 2002 showed that Judge Porteous's credit limit was increased to \$600.

320. On July 4, 2002, Judge Porteous signed a "Credit Line Change Request" form at the Grand Casino Gulfport in Gulfport, Mississippi and requested a temporary credit limit increase from \$2,000 to \$2,500. Judge Porteous's request was approved by the casino.

321. Judge Porteous never sought permission from Bankruptcy Trustee S.J. Beaulieu, Jr. to apply for an increased credit limit at the Grand Casino Gulfport in Gulfport, Mississippi.

322. In December 2002, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous to refinance his home.

323. On December 20, 2002, Judge Porteous was granted permission to refinance his home by Chapter 13 Trustee S.J. Beaulieu, Jr.

324. In December 2002 or January 2003, Judge Porteous asked his bankruptcy attorney, Claude Lightfoot, to seek permission from the bankruptcy trustee for Judge Porteous and his wife Carmella to enter into new car lease agreements.

325. Chapter 13 Trustee S.J. Beaulieu, Jr. sent a letter dated January 2, 2003, to Claude Lightfoot stating that Beaulieu had reviewed the Porteouses' new car lease agreements and that he had no objection to the Porteouses entering into those new car leases.

326. On January 22, 2004, attorneys with the Justice Department, including Noah Bookbinder and Dan Petalas, and agents and analysts with the FBI, including Patrick Bohrer, DeWayne Horner, and Gerald Fink, met with S.J. Beaulieu.

327. On March 4, 2004, Justice Department and FBI personnel, including attorneys Noah Bookbinder and Dan Petalas, Special Agents Patrick Bohrer and DeWayne Horner, and Financial Analyst Gerald Fink, placed a conference call to S.J. Beaulieu regarding the Chapter 13 bankruptcy of G. Thomas Porteous Jr. and Carmella Porteous.

328. On April 1, 2004, S.J. Beaulieu's staff attorney Michael Adoue sent a letter to FBI Agent Wayne Horner.

329. The Porteouses timely paid all repayments called for under their confirmed Chapter 13 repayment plan.

330. The Porteouses received a discharge following completion of their Chapter 13 repayment plan on July 22, 2004.

331. On May 18, 2007, the Criminal Division of the Justice Department sent a letter to Fifth Circuit Chief Judge Edith H. Jones.

332. On July 25, 2007, Ron Woods and Larry Finder interviewed S.J. Beaulieu.

Respectfully submitted,

The United States House of Representatives

Judge G. Thomas Porteous, Jr.

By: /s/ Alan I. Baron

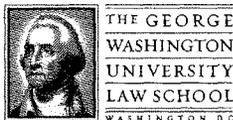
By: /s/ Daniel T. O'Connor

Alan I. Baron

Daniel T. O'Connor

Special Impeachment Counsel

Counsel to Judge G. Thomas Porteous Jr.



JONATHAN TURLEY

J.B. AND MAURICE C. SHAPIRO PROFESSOR
OF PUBLIC INTEREST LAW

September 9, 2010

By Electronic Mail

The Honorable Claire McCaskill, Chair
The Honorable Orrin G. Hatch, Vice Chair
Senate Impeachment Trial Committee
United States Senate
Russell Senate Office Building, Room B-34A
Washington, D.C. 20002

Re: The Impeachment Trial of Judge G. Thomas Porteous Jr.

The purpose of this letter is to raise with the full Committee an escalating effort by the House to curtail the ability of Judge Porteous to present a full and fair defense before the Senate Committee. We urge the Committee to take these concerns into account as it considers the evidence to be presented to it.

As you know, the Senate Committee imposed a trial period of only 20 hours for the parties over the defense's objections that, absent a prior criminal trial, this period was woefully insufficient. This limitation on time put even greater importance on the parties' stipulating to established facts. The House also pushed for the wholesale incorporation of transcripts and prior records by arguing it was necessary to force the defense to engage in factual stipulations in good faith. After securing the shorter time for trial and the incorporation of prior material, the House then proceeded to refuse to negotiate defense stipulations in good faith.

The most recent incident occurred yesterday evening, when the parties were forced to submit a final list of joint stipulations. The entire process of negotiating stipulations, as the defense has recently recounted in its correspondence with the Committee dated Monday, September 6, 2010, was one of gamesmanship by the House. As outlined in that correspondence, while the defense made every effort to accept, or accept with modifications, reasonable stipulations proposed by the House, the House continued to refuse to negotiate in good faith. As a result, while the defense worked diligently to resolve its differences with the House's proposed stipulations, the House failed to demonstrate similar good faith and, often without reason, declined to agree to appropriate stipulations proposed by the defense. As a result, the joint stipulations filed last night have been submitted by Judge Porteous under protest. Judge Porteous agreed to the stipulations submitted last night only because the Senate staff threatened that, failing submission of such a document, the Chair and Vice Chair would reduce the already

limited time of the defense to present its case, despite the fact that the defense has already been required to reduce its number of witnesses, as well as the amount of time allotted to those witnesses, because of the lack of time to present fully its evidence. While we understand that such a sanction would likely have been applied to both sides, the defense is already handicapped by the admission into the record by the House of upwards of a hundred hours of testimony from the Fifth Circuit Special Investigatory Committee proceeding and the House hearings.

Throughout the stipulation process, the Senate staff warned the parties of consequences if either side failed to engage in good faith stipulations. While the record demonstrates that Judge Porteous made every effort to proceed through this process in good faith so as to reduce the burden on the Senate by obviating the need for the Senate to hear and weigh evidence concerning undisputed facts, the House, through the actions of its House Impeachment Counsel, refused to reciprocate and instead demanded significant concessions from the defense, while refusing to agree to a similar number in return.

History of the House's Intransigence

Following our September 6, 2010 letter, the Committee called the parties to a teleconference on the afternoon of Tuesday, September 7, 2010. During this call, the Committee questioned the House's refusal to accept previously agreed to stipulations, as well as the House's continued, and unexplained, objections to straight-forward factual statements. The House took the position that lengthy prior negotiations of the proposed stipulations between the parties' representatives was neither binding nor controlling. After asking the House to explain its position with regard to a handful of specific stipulations proposed by Judge Porteous, the Committee Staff instructed the House to re-review its objections to Judge Porteous's proposed stipulations and for the parties to confer and produce a final set of agreed upon stipulations by Wednesday, September 8, 2010.

After the teleconference with the Committee Staff, the parties again conferred and the House agreed to re-review its objections and provide revised responses to Judge Porteous's proposed stipulations. On Tuesday night, the House sent a revised response to the defense's proposed stipulations, which appeared to change to only 15 (out of 425) of the House's responses/objections to Judge Porteous's proposed stipulations. Defense counsel immediately objected and noted the House's lack of good faith in addressing the stipulations proposed by Judge Porteous, including a number of stipulations specifically raised by the staff, such as the House's refusal to stipulate even to the number of bonds in the record for different periods. Specifically, the House continued to assert unexplained block objections to the majority of the stipulations proposed by Judge Porteous. In fact, it appeared that the House chose to reconsider only those few stipulations specifically raised as exemplars by the Committee Staff during the teleconference and ignored the rest. Defense counsel asked the House to confirm that they had only made modifications to or agreed to an additional fifteen stipulations and had refused to reconsider the remaining proposed stipulations. (*See* Email from Mr. O'Connor, dated September 7,

2010, attached as Exhibit 1.) The next morning, House counsel confirmed this understanding. Once again, defense counsel wrote to House counsel and demanded that they re-review the stipulations. Defense counsel stated:

The House has chosen to modify only 15 of its 9/6/2010 responses to our proposed stipulations and has continued to assert blanket objections, without providing any explanation, to 149 of the proposed stipulations. This is clearly contrary to the request of the SITC staff and any spirit of fair play and due process, especially in light of the extensive efforts by Judge Porteous to negotiate a resolution of most of the House's proposed stipulations. We urge the House to re-review those 149 proposed stipulations and either agree, suggest alternative language, or provide an explanation for the House's position.

While there are a number of proposed stipulations for which the House's objections cannot be viewed as reasonable, we particularly draw your attention for now to the following 34 proposed stipulations, which are undisputed facts to which the House can have no rational objection. The House cannot be seen as operating in good faith without revisiting these stipulations and either agreeing with them or explaining its objection.

(See Email from Mr. O'Connor, dated September 8, 2010, attached as Exhibit 2.) The defense provided numerous examples of the House's obstructive tactics. (*Id.*) In response, the House stated that, "The Committee did not require that the House provide detailed written responses to each of its objections" and "[t]he House declines to provide alternative language to every stipulation to which it has objected." (See Email from Harold Damelin, attached as Exhibit 3.) The House then proceeded to respond to only five of the 34 stipulations specifically referenced by the defense.

Despite the House's intransigence and obstructive behavior, the defense, in light of the Committee's instruction and explicit command that a set of stipulation had to be submitted, worked with the House throughout the day yesterday to create a list of stipulations that had been agreed upon. That list was submitted to the Senate late yesterday evening.

Although the defense has agreed, under protest, to this set of stipulations, this entire procedure is bereft of fairness and due process. This is highly inappropriate for an impeachment trial before the Senate in which the Committee Chair and Vice Chair have expressed a dedication to fairness and due process. House counsel hijacked this process, failed to negotiate in a reasonable manner, and forced the Committee into allowing its obstructive behaviors by effectively running out the clock before trial and depriving the Committee of other options. The Committee aided in this ploy by threatening a reduction in time for the defense to present its case. Accordingly, the defense had no choice but to agree to the prior stipulations under protest, even though a large number of stipulations

proposed by the defense – many of which House counsel had preliminarily agreed to – are not included in the final list of stipulations.

Redress Is Required

The defense urges the Committee to make an appropriate response to the House's misconduct. The most obvious remedy, used in federal court, is for the Senate to review the reasonable stipulations proposed by the defense and order their incorporation. In past impeachments, the Senate has made clear that compelled stipulations would be the response to bad-faith actions by a party. Alternatively, since the defense will now have to prove these facts at trial (while the House has secured its own factual stipulations), we urge the Senate to consider permitting the defense an increase in time allowed at trial.

One additional concern is the apparent ploy by the House of holding for rebuttal witnesses that the House originally intended to call in its case-in-chief. Although two witnesses (Messrs. Plattsmier and Gerhardt) were on the original list of witnesses that the House intended to call in its case-in-chief, they were not included in the final order of witnesses submitted to the Senate, despite a clear command to list all witnesses. This tactic would allow the House to first present its case and then present additional, case-in-chief testimony through those witnesses after the defense case, circumventing the scheduling order of the Senate. Messrs. Plattsmier and Gerhardt clearly are not legitimate rebuttal witnesses; to the contrary, the House meant them to be part of its primary case and now appears to be holding them back just to obtain special advantage by resuming its case at the end of the trial. As we have discussed with the Senate staff, this is fundamentally unfair and contrary to the Senate's scheduling order. Furthermore, it makes it impossible for the defense to adequately prepare time allocations. Indeed, this further magnifies the problem caused by the House's refusal to stipulate to clear and indisputable facts by further complicating the use of our limited time in presenting the defense case. This concern was magnified further when the defense received notice from the Committee just this afternoon that (unlike the *Hastings* impeachment) the time for opening statements will be counted against each party's time, leaving only 19 hours for the presentation of witnesses. In order to permit the Committee to adhere to its original scheduling order and to ensure a fair process, the defense urges the Committee to bar rebuttal witnesses for both parties in order to establish a reliable schedule and to prevent gamesmanship in the trial. We urge the Committee to resolve this matter before the start of the trial for that same reason.

Throughout the stipulation process, the members of this defense team have acted in the utmost good faith, including spending many hours working through the stipulations and attempting to negotiate a successful resolution with the House – even after the defense came to believe that the process had evolved into a one-sided and entirely inequitable affair. The defense did this in order to comply with the Senate's demands, despite its impact on the defense's time for trial preparation, with the expectation that the process would be entered into by both sides in good faith. The House clearly has violated the fairness of that process, and we ask the Senate to impose a suitable remedy.

2557

We appreciate your attention to this matter and look forward to the Senate Committee's fair resolution of what has become a grossly unfair process.

Respectfully,

A handwritten signature in black ink that reads "JONATHAN TURLEY / pj-". The signature is written in a cursive, slightly slanted style.

Jonathan Turley
Counsel to Judge G. Thomas Porteous, Jr.

Exhibit 1

Meitl, P.J.

From: O'Connor, Dan
Sent: Tuesday, September 07, 2010 9:37 PM
To: 'Konar, Kirsten W.'
Cc: Baron, Alan; Dubester, Mark; Damelin, Harold; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Subject: RE: Porteous Stipulations

Kirsten:

I've only had a brief opportunity to review the House's latest revision, but to make sure that we understand the House's position, can you confirm that:

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(Nos. 58, 97.5, 173, 180, 181, 261-264 (the bond series), 294, 297, House proposed re-write of 299-306, 386, 395, 398)

2) The House continues to refuse to stipulate in total and without explanation to 149 stipulations proposed by Judge Porteous?

(Nos. 17, 59, 85-87, 91-93, 95, 97, 98, 110-14, 117, 121, 124, 127, 144, 148, 158, 162, 164, 168, 182-184, 186-187, 190, 203-08, 221, 223, 225, 227, 234, 239, 241-42, 242.5, 246-248, 250-255, 257, 296, 298-310, 313, 315, 317-26, 327-31, 333-40, 350-52, 355-66, 368-72, 377-78, 385, 387, 390-94, 396-397, 399, 401-04, 408-15, 417-18, 420-25)

Regards,

Dan O'Connor
Bryan Cave LLP
1155 F St. NW, Suite 700
Washington, DC 20004
Tel: (202) 508-6042
Fax: (202) 220-7342
dan.oconnor@bryancave.com

-----Original Message-----

From: Konar, Kirsten W. [mailto:KKonar@seyfarth.com]
Sent: Tuesday, September 07, 2010 8:45 PM
To: O'Connor, Dan; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Cc: Baron, Alan; Dubester, Mark; Damelin, Harold
Subject: Porteous Stipulations

Counsel:

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2560

Regards,

Kirsten W. Konar
Special Impeachment Counsel
U.S. House of Representatives
H2-365 Ford HOB
Washington, D.C. 20515
Direct Dial: (202) 226-0451 | Fax: (202) 226-4769 kirsten.konar@mail.house.gov

<<Porteous Stipulations (Revised 09_07_10).DOC>>

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Exhibit 2

Meitl, P.J.

From: O'Connor, Dan
Sent: Wednesday, September 08, 2010 10:16 AM
To: 'Konar, Kirsten W.'; Baron, Alan; Dubester, Mark; Damelin, Harold
Cc: Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Subject: RE: Porteous Stipulations

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dan.oconnor@bryancave.com

-----Original Message-----

From: Konar, Kirsten W. [<mailto:KKKonar@sevfarth.com>]
Sent: Wednesday, September 08, 2010 9:15 AM
To: O'Connor, Dan
Cc: Baron, Alan; Dubester, Mark; Damelin, Harold; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Subject: RE: Porteous Stipulations

Dan,

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kirsten.konar@mail.house.gov

-----Original Message-----

From: O'Connor, Dan [<mailto:Dan.OConnor@bryancave.com>]
Sent: Tuesday, September 07, 2010 9:37 PM
To: Konar, Kirsten W.
Cc: Baron, Alan; Dubester, Mark; Damelin, Harold; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Subject: RE: Porteous Stipulations

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dan.oconnor@bryancave.com

-----Original Message-----

From: Konar, Kirsten W. [<mailto:KKonar@sevfarth.com>]
Sent: Tuesday, September 07, 2010 8:45 PM
To: O'Connor, Dan; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Cc: Baron, Alan; Dubester, Mark; Damelin, Harold
Subject: Porteous Stipulations

Counsel:

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bc1lp2010

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Exhibit 3

Meitl, P.J.

From: Damelin, Harold [Harold.Damelin@mail.house.gov]
Sent: Wednesday, September 08, 2010 12:53 PM
To: O'Connor, Dan; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Cc: Baron, Alan; Dubester, Mark; 'kirsten.konar@mail.house.gov'; 'Konar, Kirsten W.'
Subject: RE: Porteous Stipulations
 Counsel,

The House has re-reviewed all stipulations referenced in your email below and has worked to identify any stipulations to which a compromise may be reached. The House believes the vast majority of the Porteous stipulations, to which it has objected, are improper and are not factually accurate. The Committee did not require that the House provide detailed written responses to each of its objections. However, as to certain of Judge Porteous's stipulations that the Committee asked the House to reconsider, the House has done so.

The House declines to provide alternative language to every stipulation to which it has objected. However, in a good faith effort to reach agreements with Judge Porteous, the House provides the following explanations and/or modifications to certain of Judge Porteous's stipulations:

239) "Judge Porteous was not the first judge in the 24th Judicial District Court in Gretna, Louisiana to split bonds."

The House declines to stipulate to this fact because it is disputed. The House Report does not definitively establish that Judge Porteous was not the first judge to split bonds, and Louis Marcotte's deposition is not sufficient evidence of this alleged fact. Moreover, former judge Ronald Bodenheimer has testified that he believes Judge Porteous was the one to invent the split bond.

313) "Judge Porteous gave the FBI the name of Louis Marcotte and contact information as part of his background investigation."

This is a disputed fact. Louis Marcotte's belief that Judge Porteous gave the FBI his name does not establish the fact to be true and undisputed. If Judge Porteous has other evidence establishing this fact, the House will consider stipulating.

352) "At the time that the Porteouses filed their voluntary petition for bankruptcy protection, the Times-Picayune newspaper published weekly the names of all individuals who filed for bankruptcy protection."

Porteous Exhibit 1064 does not prove that the Times-Picayune published, on a weekly basis, the names of bankruptcy filers. The House will agree to the following modification, unless Porteous has further evidence of weekly publication:

"At the time that the Porteouses filed their voluntary petition for bankruptcy protection, the Times-Picayune newspaper **periodically** published the names of all individuals who filed for bankruptcy protection."

377) "No creditors received any notice in connection with the Porteouses' bankruptcy filing containing or reflecting the name "Ortous.""

This is a disputed, unproven fact. The House will agree to the following modification:

"No creditor listed in the Porteous's initial voluntary petition or in the Porteous's bankruptcy schedules received any official notice from the bankruptcy court that contained the name "Ortous.""

9/9/2010

381) "Prior to June 28, 2001, the Porteouses were never subject to any court order in connection with their bankruptcy case not to incur new debt or take out new credit."

The House will agree to the following modification: "On June 28, 2001, Judge Greendyke issued a Confirmation Order in the Porteous bankruptcy."

The House still has not received a response from Judge Porteous regarding whether Judge Porteous is, at this point, agreeing to any of the House's proposed stipulations. Please advise so that the parties can prepare a joint document for filing.

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Sent: Wednesday, September 08, 2010 9:15 AM

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(Nos. 58, 97.5, 173, 180, 181, 261-264 (the bond series), 294, 297, House proposed re-write of 299-306, 386, 395, 398)

2) The House continues to refuse to stipulate in total and without explanation to 149 stipulations proposed by Judge Porteous?

(Nos. 17, 59, 85-87, 91-93, 95, 97, 98, 110-14, 117, 121, 124, 127, 144, 148, 158, 162, 164, 168, 182-184, 186-187, 190, 203-08, 221, 223, 225, 227, 234, 239, 241-42, 242.5, 246-248, 250-255, 257, 296, 298-310, 313, 315, 317-26, 327-31, 333-40, 350-52, 355-66, 368-72, 377-78, 385, 387, 390-94, 396-397, 399, 401-04, 408-15, 417-18, 420-25)

Regards,

Dan O'Connor
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-----Original Message-----

From: Konar, Kirsten W. [<mailto:KKonar@sevfarth.com>]
Sent: Tuesday, September 07, 2010 8:45 PM
To: O'Connor, Dan; Meitl, P.J.; Jonathan Turley; Schwartz, Daniel
Cc: Baron, Alan; Dubester, Mark; Damelin, Harold
Subject: Porteous Stipulations

Counsel:

The House has reviewed the September 6, 2010 version of its response to Judge Porteous's proposed stipulations in light of today's conference call with the SITC. The House has made certain modifications and revisions, which are indicated in the attached document. The House invites Judge Porteous to respond or comment on this document, in order to have an agreed document ready for filing tomorrow.

Regards,

9/9/2010

Kirsten W. Konar
Special Impeachment Counsel
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<<Porteous Stipulations (Revised 09_07_10).DOC>>

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9/9/2010

Congress of the United States
Washington, DC 20515

September 10, 2010

Via Electronic Mail

The Honorable Claire McCaskill, Chair
The Honorable Orrin G. Hatch, Vice Chair
Senate Impeachment Trial Committee
United States Senate
Russell Senate Office Building, Room B-34-A
Washington, DC 20002

Re: The Impeachment Trial of Judge G. Thomas Porteous, Jr.

Dear Senator McCaskill and Senator Hatch:

This letter is in response to the letter of September 9, 2010 sent to the Senate Impeachment Trial Committee on behalf of Judge Porteous. That letter seeks in large measure to re-argue matters previously raised, such as complaints regarding stipulations, the number of hours available to each party at trial, and the admission into evidence of prior sworn testimony which was subject to cross-examination.

As for the *Ad Hominem* attacks, the House declines to respond in kind, though it would have a substantial basis for doing so. The House has acted in good faith and spent an inordinate number of hours reviewing each proposed stipulation and proposing modifications when it felt it was appropriate. Where the House concluded that a proposed stipulation was incorrect or misleading and could not be modified, it declined to stipulate.

Counsel for Judge Porteous seem to take the approach that if they don't get what they want and when they want it, the House is acting in bad faith. That is not the case and further discussion on this matter, particularly in light of the fact that hundreds of stipulations have been entered into, is not, in our view, likely to be productive.

We would also like to address the issue of rebuttal witnesses. As far as we can tell the Senate Impeachment Rules do not speak to the issue. Each side has 20 hours to present its case. Judge Porteous has been given detailed, in many instances multiple, versions of what the House's witnesses have testified to in the past. By contrast, the House has little or no information about the testimony likely to be elicited from many of Judge Porteous's witnesses.

We believe at the close of Judge Porteous's case, if the House has any time remaining, we should be permitted to put on true rebuttal witnesses. The Senate Committee, in its discretion, can decide at that time whether rebuttal is warranted based on a proffer by the House regarding the proposed testimony.

Very Truly Yours,

A handwritten signature in black ink that reads "Alan I. Baron". The signature is written in a cursive style with a horizontal line underneath the name.

Alan I. Baron
Special Impeachment Counsel

cc: Jonathan Turley (via electronic mail)
Daniel C. Schwartz (via electronic mail)
P.J. Meitl (via electronic mail)
Dan O'Connor (via electronic mail)