

bID:84718 Seq:65 Date:09/06/2002 Card#: [REDACTED] Amt: \$25.00



Account Number: [REDACTED]

New Balance	\$484.72
Minimum Payment	\$11.00
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bID:84718 Seq:66 ABA: [REDACTED] Acct: [REDACTED] Check#: 4691 Amt: \$25.00

JUDGE OR MRS. G. THOMAS PORTEOUS
 4801 NEVREY DR. PH. 455-5879
 METAIRIE, LA 70002

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 69
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10:11 1 you, Judge.

2 Ten-minute break, you said?

3 CHIEF JUDGE JONES: Yes, sir.

4 JUDGE PORTEOUS: Thank you.

10:11 5 CHIEF JUDGE JONES: Thank you.

6 *(Recess was taken from to 10:11 to 10:36 a.m.)*

7 CHIEF JUDGE JONES: Thank you. Be seated, please.

8 MR. WOODS: Counsel would call --

9 JUDGE PORTEOUS: I have instructed the witnesses to be
10 here at 1:00.

11 CHIEF JUDGE JONES: All right, sir. Thank you very
12 much.

13 MR. WOODS: Counsel would call Jerry Fink.

14 JUDGE LAKE: Please raise your right hand.

10:37 15 Do you solemnly swear the testimony you shall
16 give in this case will be the truth, the whole truth, and
17 nothing but the truth, so help you God?

18 THE WITNESS: I do.

19 JUDGE LAKE: Thank you.

20 **GERALD DENNIS FINK, DULY SWORN, TESTIFIED:**

21 **DIRECT EXAMINATION**

22 BY MR. WOODS:

23 Q. Mr. Fink, state your full name for the Committee, please.

24 A. Gerald Dennis Fink.

10:37 25 Q. How are you employed?

Cheryll K. Barron, CSR, CM, FCRR

713.250.5585

10:37 1 A. I'm a financial analyst with the FBI.
2 Q. How long have you been so employed?
3 A. Eight years.
4 Q. What's your educational background?
10:37 5 A. I have a BA in communications from the University of New
6 Orleans, an MBA from the University of New Orleans. And I also
7 have a Louisiana CPA certificate.
8 Q. Okay. So, you're currently a certified public accountant?
9 A. Yes, I am.
10:37 10 Q. Give a brief summary of your prior work experience before
11 joining the FBI eight years ago.
12 JUDGE PORTEOUS: Mr. Woods, I'd like to interrupt for
13 a second. Is it your intention to tender him as an expert?
14 MR. WOODS: Pardon me?
10:38 15 JUDGE PORTEOUS: Is it your intention to --
16 MR. WOODS: No.
17 JUDGE PORTEOUS: Okay. Because I was going to
18 stipulate if you were.
19 MR. WOODS: I just wanted to give the Court a little
10:38 20 background.
21 JUDGE PORTEOUS: Okay.
22 A. Before I came to the Bureau, I was a banker for about 16
23 years with First National Bank of Commerce here in New Orleans.
24 While there, my responsibilities included liquidity management
10:38 25 and interest rate risk measuring on the bank's balance sheet;

10:38 1 and also I handled all their hedging programs.
2 BY MR. WOODS:
3 Q: Okay. And did you do something else before joining the
4 FBI?
10:38 5 A. Actually, I worked for a year as a staff accountant at
6 Boomtown Casino.
7 Q. That's here in New Orleans?
8 A. In the New Orleans area. In Harvey actually.
9 Q. Okay. You've had access to all the records that have been
10:38 10 subpoenaed by the grand jury concerning this investigation. Is
11 that correct?
12 A. That's correct.
13 Q. Have you spent some great amount of time in arriving at
14 schedules that summarize some of these records?
10:39 15 A. Yes, sir, I did. I examined bank records for the judge,
16 two accounts there for a couple of years, and also banking
17 records for Rhonda Danos.
18 Q. Did you examine also the credit card records for both?
19 A. Yes, sir.
10:39 20 Q. And would you tell the Committee what summary charts you've
21 prepared, before we go into each one?
22 A. Well, I have a summary chart on the checks that were
23 written by Rhonda Danos to pay Judge Porteous' bills.
24 Q. For what period of time?
10:39 25 A. This one covers '99 through 2000.

10:39 1 Q. Okay.
2 A. I also have checks or deposits that Rhonda Danos received
3 through her account, from Judge Porteous, to pay at least part
4 of those bills that she paid. Those cover 1999 -- actually, I
10:40 5 have that through '02.
6 Q. Okay.
7 A. I have cash deposits that went through Rhonda Danos'
8 account for '99 and 2000.
9 Q. All right.
10:40 10 A. I also have cash deposits that ran through the judge's
11 account from '98 through 2000.
12 Q. All right.
13 A. I have expenses that were associated with gaming for five
14 years -- well, in this case for -- through his accounts from
10:40 15 1997 through the filing of the bankruptcy.
16 Q. Those are the credit card and bank account records that
17 reflect --
18 A. Yes, sir.
19 Q. -- gaming charges from '96 to 2000?
10:41 20 A. Yes, sir.
21 Q. All right. And one of them is credit card, and one is bank
22 accounts. Is that correct?
23 A. Yes.
24 Q. Why don't we start with those last two, then. And you saw
10:41 25 how Agent Horner handled the Elmo. If you would, identify for

10:41 1 the Court the exhibit from which you're speaking and give a --
2 there are no Bates stamps, but there are page numbers.
3 A. All right. On Exhibit 95, this is checks written "Cash,"
4 withdrawals that passed through the judge's accounts,
10:41 5 associated with gaming.
6 Q. Now, just briefly, for the Committee, would you explain to
7 them how you were able to identify these withdrawals being
8 associated with gaming?
9 A. Those charges that went through his account -- for
10:42 10 instance, such as this one right here, the 26th of March for a
11 \$162 cash withdrawal from the Treasure Chest Casino, on his
12 bank statements, whenever there was a charge, automatic check
13 charge, ACH, an electronic charge, they gave the address where
14 that charge was made. 5050 Williams Boulevard is the Treasure
10:43 15 Chest.
16 Q. Are you speaking of one of these cash machines?
17 A. Yes, sir.
18 Q. Okay. I see.
19 A. Yes, sir. They actually give the address of the location
10:43 20 of the cash machine where deposits --
21 Q. I think they're sometimes referred to as ATM machines?
22 A. Yes, sir.
23 Q. And that's what you're speaking of?
24 A. Yes, sir. These --
10:43 25 Q. Then, on Exhibit 95 -- and you've got how many -- you've

10:43 1 got seven pages?
2 A. Uh-huh.
3 Q. If you would, basically give a summary of what that shows
4 for what period of time.
10:43 5 A. For the period 1997 through the period 5-22 of '00, there
6 were either checks or withdrawals at a casino, that went
7 through the judge's account, both the First NBC account and the
8 Fidelity account, totaling \$27,739.
9 Q. All right. And did you do likewise for his credit card?
10:44 10 A. Yes, I did. That is Exhibit Number 96. There's details of
11 the credit cards and charges on it. And this covers the period
12 1995 -- August, '95, through July of -- or actually September
13 of '00. That total, which is on Page 4 of Exhibit 96, totals
14 66,051.
10:44 15 Q. So, there's \$93,000 in ATM charges or checks --
16 A. For the --
17 Q. -- for those five years prior to the bankruptcy?
18 A. (Nodding head.)
19 Q. And you've reviewed the complaint, have you not, Mr. Fink?
10:45 20 A. Yes, sir.
21 Q. And is that mentioned as part of the opening facts alleged
22 in the complaint --
23 A. It is.
24 Q. -- that he incurred \$93,000 prior to the bankruptcy?
10:45 25 A. It is, yes.

10:45 1 Q. All right. Thank you.
2 Now, moving to the next summary that you have, if
3 you would, go to the one concerning Rhonda Danos' payments for
4 Judge Porteous' bills.

10:45 5 CHIEF JUDGE JONES: Well, let me ask a question on
6 these two summaries, though. The fact that these were --
7 charges were drawn on credit cards payable to these casinos or
8 ATM's in the vicinity of the casinos does not necessarily mean
9 that the money was used on gambling, does it?

10:46 10 THE WITNESS: No, ma'am. However, I would -- I would
11 state that probably if you're going to take money out of an ATM
12 machine to buy groceries you probably don't do it at
13 5050 Williams Boulevard.

14 CHIEF JUDGE JONES: So, the -- well, I wouldn't argue
10:46 15 about that. But I thought it could have been to purchase food
16 or something maybe at the --

17 THE WITNESS: At a casino? I see what you're
18 saying --

19 CHIEF JUDGE JONES: Yes.

10:46 20 THE WITNESS: -- could it be something other than
21 gaming at the casino.

22 CHIEF JUDGE JONES: Yes.

23 THE WITNESS: It's possible, yes.

24 CHIEF JUDGE JONES: And these numbers, a lot of them,
10:46 25 are uneven numbers, like with 99 cents, 314.99 or 524.99 and so

10:46 1 forth. The extra money above the rounded figure would be the
2 charge for the -- well, that would be an ATM charge --
3 THE WITNESS: Yes, ma'am.
4 CHIEF JUDGE JONES: -- if it's an ATM, but some of
10:46 5 these are the credit card ones, also. So, some of --
6 THE WITNESS: And some of them are -- some of them are
7 charges by the casino, themselves. You take, for instance,
8 \$200 --
9 CHIEF JUDGE JONES: Oh, a cash advance from the
10:47 10 casino?
11 THE WITNESS: There's, you know, a couple of bucks
12 charged that the casino gets for --
13 JUDGE BENAVIDES: And could some of them also be to
14 pay off markers at the casino?
10:47 15 THE WITNESS: Yes, sir, that's possible.
16 JUDGE BENAVIDES: In other words, not necessarily to
17 gamble further but just pay for the gambling that has occurred?
18 THE WITNESS: Yes, sir.
19 BY MR. WOODS:
10:47 20 Q. Now, if you would move to Exhibit 99, Mr. Fink, tell the
21 Court what that is.
22 A. Exhibit 91 is checks that were written by Rhonda Danos
23 through her Hibernia Bank account. They were payments on the
24 judge's expenses. And in all cases, on the memo line, it would
10:47 25 reference Judge Porteous in one way, shape, or form.

10:48 1 Let me see if I can position this.

2 Just looking at the very first, you can see that
3 in January of 1999 Ms. Danos paid almost \$1280 in the judge's
4 expenses. In these cases, it was a combination of credit
10:48 5 cards; and she also paid his radio phone bill. Again, in the
6 memo line, she always references the judge.

7 And I actually even have the credit card numbers
8 that these are in reference to.

9 I have these payments for 1999 and 2000 in total,
10:48 10 which would be listed on -- this report goes on for 11 pages.
11 On Page 11 there's a total for 1999 and the year 2000; and that
12 total is \$41,176.97. So, Ms. Danos paid a little less than
13 \$41,200 of the judge's expenses over that term. Mostly they
14 were credit cards. We saw where it was -- at least one charge
10:49 15 was a radio phone, his cell phone account.

16 There were also some charges in there for his
17 daughter, a couple in there for his son; but Ms. Danos always
18 listed under the memo line -- made reference to Porteous on why
19 she was paying those expenses.

10:49 20 Q. Very good. And if you would go to Exhibit 92, were you
21 able to examine the records of Judge Porteous and Ms. Danos to
22 see what amount of reimbursement Judge Porteous made to
23 Ms. Danos to cover those checks?

24 A. Yes, sir. This was looking at Rhonda's account and looking
10:50 25 at the checks that the judge wrote to her. This is broken down

10:50 1 by year -- or actually by month.

2 We see in 1999 the judge wrote \$19,335 worth of
3 checks to her. And in 2000, 13,220. Let me stop right there
4 for just a second.

10:50 5 This total -- he wrote \$32,000 worth of checks to
6 her over the period of '99 to 2000. We just saw in the
7 previous exhibit where she actually wrote \$41,200 worth of
8 expenses for him. So, she's -- she's about \$9,000 short right
9 now. If you just look at the checks that she wrote and the
10:51 10 checks that the judge gave back to her, there's a \$9,000
11 difference. And Ms. Danos is basically -- at this point it
12 looks like she paid \$9,000 worth of his expenses.

13 Q. And then you have --

14 JUDGE BENAVIDES: She was -- what do you blame for
10:51 15 that? That she's a creditor of his to the extent of \$9,000
16 during that period?

17 THE WITNESS: It would look that way, sir. There is a
18 further complication, as it were, inasmuch as that both the
19 judge and Ms. Danos received a lot of money during this time
10:52 20 frame in cash deposits and they also wrote a lot of cash
21 checks. So, at least in theory, possibly that \$9,000 that we
22 see a shortfall in checks, at least --

23 JUDGE BENAVIDES: It may have been paid in cash?

24 THE WITNESS: It could have been paid in cash.

10:52 25 BY MR. WOODS:

10:52 1 Q. And you have a figure there for 2001. Does that include,
2 amongst that figure, the \$1,088.41 check to Fleet credit card?

3 A. Yes, it does.

4 Q. Okay. And then it appears that the totals certainly drop
10:52 5 off after the bankruptcy period of March 28th, '01?

6 A. Yes, sir.

7 Q. Now, moving to Exhibit Number -- you mentioned the cash.
8 What exhibit number do you have there reflecting --

9 A. It's Exhibit Number 93.

10:52 10 Q. 93?

11 A. Exhibit Number 93, this is a schedule that portrays the
12 cash deposits that were -- that went through Rhonda Danos'
13 account. And these were deposits that weren't generated by a
14 check. They were actually generated by her putting into the
10:53 15 account cash money. This schedule runs from January of 1999,
16 through December of 2000.

17 And on Page 2 of Exhibit 93, I have a summary.

18 That summary shows that in 1999, \$49,120 passed through
19 Ms. Danos' account, in cash; she had that much in cash
10:53 20 deposits. And in 2000, \$11,907.

21 Q. Now, when you looked at her bank account, was her check
22 from her employment with Judge Porteous being deposited
23 directly or was it just a check being deposited?

24 A. It was a direct deposit.

10:54 25 Q. Direct deposit? How much was it, if you recall, during '99

10:54 1 and 2000?

2 A. Well, looking at her take home pay for 1999 -- off the top

3 of my head, I can't remember 2000. But for 1999, her take home

4 pay was about 29,000 bucks.

10:54 5 Q. For the year?

6 A. For the year.

7 Q. So, on top of that, she had \$49,000 in cash?

8 A. Yes, sir. Her cash deposits were basically a time and a

9 half as large as her -- better than a time and a half as large

10:54 10 as her take home salary.

11 Q. And did you, likewise, perform a summary of Judge Porteous'

12 accounts, showing the cash deposited in his account in '99 and

13 2000?

14 A. I did.

10:55 15 Q. And that is Exhibit 94?

16 A. Yes, sir.

17 Q. What period does that cover?

18 A. This covers the period January, '98, through December of

19 2000. And, again, this is the cash deposits through the

10:55 20 judge's accounts, both First NBC and the Fidelity Homestead. I

21 have a summary on Page 20 of that report which is Exhibit 94.

22 Basically, for those three years -- that three year period,

23 \$80,492 passed through the judge's accounts in the form of cash

24 deposits.

10:55 25 Q. And did he, likewise, have his salary direct deposit into

10:56 1 his account?
2 A. Yes, sir.
3 Q. And do you recall approximately what his take home pay was
4 for '99 or 2000?
10:56 5 A. Off the top of my head, I don't. I can look it up on one
6 of my other schedules.
7 Q. You have another schedule --
8 A. Yes, sir.
9 Q. -- getting into the salary at bankruptcy. Is that correct?
10:56 10 A. Yes, sir. Also passing through that account was deposits
11 that were made from his wife's employment.
12 Q. Okay. Now, you also performed an analysis of the Fleet
13 Credit Card charges, Exhibit Number 74?
14 A. Yes, sir, I did.
10:56 15 Q. And would you refer to that?
16 A. Let me get that.
17 Exhibit 74 is a report that goes on for four
18 pages. The reference I'm going to make is on Page 2, at the
19 bottom. These are basically charges that went through that
10:57 20 Fleet account, that had to do with gaming.
21 Q. And this account is in Carmella Porteous' name.
22 A. Yes, it is.
23 Q. Is that correct?
24 A. It covers -- the first charge was on 3-8 of '01, and I
10:57 25 think this -- there's six or seven here, the last one being

10:57 1 7-23-01. The total is just under \$999 in charges that were
2 made to casinos.

3 CHIEF JUDGE JONES: Which exhibit number, please?

4 THE WITNESS: This is Exhibit Number 74.

10:58 5 CHIEF JUDGE JONES: Okay. Sorry.

6 THE WITNESS: 74, the second page, at the bottom.

7 MR. FINDER: Here's the Bates number.

8 THE WITNESS: And it's a Bates number of SC01896.

9 A. \$998.93 in charges on the Fleet card, that had to do with
10 gaming.

10:58 10 BY MR. WOODS:

11 Q. All right. Now, if you would, go to Exhibit 76 and tell
12 the Court what you did as a summary for that.

13 A. Exhibit 76 deals with Rhonda Danos' financial affairs.

10:58 14 Basically, I looked at her bank accounts. I also had her tax
15 records from the IRS. And what the idea was, was to match up
16 what was going through her bank accounts with what she -- what
17 her -- her official income was as per the IRS. Basically,
18 there's a page in there marked Table 1 of Exhibit 76.

10:59 19 Q. Does that have a Bates stamp at the bottom?

20 A. It does. It's SC01904.

21 This particular exhibit is broken down into the
22 deposits that went through her account and the expenditures
23 that came out of the account. First of all, we see that a
24 total of \$112,873 came into the account and she spent a hundred
10:59 25

10:59 1 and ten dollars -- a hundred ten thousand eight twenty-two.
2 Basically, everything that went in went out. She wasn't much
3 of a saver there.
4 Q. Would you point out what the deposits were? You have
11:00 5 payroll and cash.
6 A. Yes. Looking at the 112,000 total, her payroll amount,
7 which is the second entry here, which is her take home pay, is
8 \$29,321. We just alluded to the fact that \$49,121 went through
9 that account in the form of cash deposits.
11:00 10 Besides those two, we also mention that she
11 received \$19,335 from the judge as payment on some of those
12 expenses that she -- that she made for him.
13 And there's a couple of other categories under
14 Judge Porteous' entry. Probably the most significant one is
11:01 15 that she received \$3366 from relatives. And I say that's
16 significant because, like Judge Porteous, she also wrote checks
17 for relatives, also. So, for both Judge Porteous and
18 relatives, she had monies coming in through a deposit, she had
19 monies going out through a check that she wrote.
11:01 20 Q. Mr. Fink, you're familiar with Ms. Danos' grand jury
21 testimony giving explanation of this. Was she able to explain
22 the amount of the cash deposits?
23 A. To be quite frank, it was unintelligible. It made no sense
24 whatsoever. She wasn't able to explain it.
11:01 25 Q. All right. And then you -- on your chart you have 1999

11:02 1 expenditures showing the payments on behalf of Judge Porteous?
2 A. \$26,808, for a gap of about \$7,000 there.
3 Q. And what are the other significant --
4 A. The relatives, there was a gap of about \$3400. She took in
11:02 5 3300; she paid 6700.
6 Q. And gaming charges she incurred?
7 A. She had \$9,000 in gaming charges for the year of 1999. And
8 an \$11,000 payment that actually was -- she bought a car for
9 one of her sons.
11:02 10 Q. Okay.
11 A. Those are the big items there.
12 Q. And do you have further exhibits -- further charts in that
13 exhibit?
14 A. I do.
11:03 15 Q. Okay.
16 A. Specifically, Bates stamp SC01905. It's labeled Table 2.
17 Basically, what I wanted to show here is I netted out the Judge
18 Porteous deposits and what she wrote to him. And it turns out
19 that Porteous only shows on the left-hand -- or the right-hand
11:03 20 side of this sheet, specifically on this entry here for 7473.
21 That's the amount that Rhonda was short -- shortchanged in the
22 payment of her expenses.
23 I guess the main thing, then, that I'm -- the
24 main point on this chart is to show the composition of her
11:04 25 deposits once you net out the monies that she got from the

17:04 1 judge and from the relatives. And it comes to a total of
2 \$90,172. A full five ninths of that amount has to do with that
3 cash deposit. That is, by far, the largest portion that makes
4 up the \$90,000.

11:04 5 Again, in this, when you put in the yellow entry,
6 which is basically a balancing entry, you see that whatever she
7 took in went out of that account.

8 Can I move to the next one?

9 Q. Yes, please.

11:05 10 A. Again, in that same exhibit with Bates stamp SC01906, this
11 is starting to examine her tax records. And although her tax
12 records -- if you look at her tax records, they show her gross
13 pay. In this circumstance, gross pay isn't as important as
14 what her take home pay is. And what I was attempting to do
11:05 15 here was to nail down a number, what is her known sources of
16 income for the year 1999.

17 Well, passing through her account, her take home
18 pay of 29,000 listed on her income tax in the next three
19 entries, which is interest income, dividend income, and capital
11:06 20 gains. That comes right off her taxes.

21 The next entry says "Business Income." Probably
22 we were a little bit generous here because actually on her
23 taxes she shows a big expense on there, and there's actually
24 negative income on her business expenses. It turns out to be a
11:06 25 loss. We gave her the benefit of the doubt and just let it --

11:06 1 just included the revenue side of that business income.
2 For the year 1999, Ms. Danos also had some
3 significant winnings that -- winnings and prizes at the
4 casinos, totaling \$12,000. You add all of these up, and you
11:06 5 come up with the fact that her known income, as was reported to
6 the IRS, is \$44,513.
7 Moving on --
8 Q. And before you move on, the business income is a band
9 booking business that she's explained?
11:07 10 A. Actually, that's not quite true. She -- she did try to
11 explain that one in the grand jury testimony. She does have a
12 band booking business; however, that didn't really start --
13 didn't really start to catch hold until late 2000 and 2001.
14 During 1999, her main business was she -- she worked for a
11:07 15 travel agent.
16 Q. Okay. So, that 850 was the income she claimed from them?
17 A. Presumably from the travel agency.
18 And as a side note, '99 was the year that the
19 bachelor party was done for the judge's son. Rhonda actually
11:07 20 booked that through the travel agency -- I believe it's called
21 Trips Unlimited -- and at least, theoretically, earned a
22 commission on that.
23 JUDGE LAKE: All right. Let's move along.
24 THE WITNESS: Yes, sir.
11:08 25 A. The same exhibit, Bates stamp SC01907, basically again

1 shows that known sources of income are of \$44,513; but it also
2 shows that going through that account is \$90,000. So, the
3 actual expenses going through the account is twice the income
4 that you would say would be her known sources of income as
11:08 5 shown by her tax return. There's basically 45,000, almost
6 46,000 dollars' worth of expenses that can't be supported by a
7 known income source.

8 The last exhibit in this Number 76, with Bates
9 stamp of 1908 being the last numbers, just looking at the graph
11:09 10 at the bottom of this, the line represents the \$44,513 which is
11 her known sources of income. And actually \$90,172 pass through
12 the account. Again, there's 45, 46 thousand dollars that is
13 unaccounted for and which she couldn't seem to give a
14 satisfactory explanation in either of her grand jury
11:09 15 testimonies.

16 CHIEF JUDGE JONES: Let me ask you, though, sir, when
17 you look at these expenditures in '99 -- and, admittedly, they
18 far exceed her known non-cash income -- it looks as if most of
19 these payments are for personal expenses; that is to say, 7,000
11:10 20 are known to go to Judge Porteous and 3,000 to relatives and,
21 so, that's 10. So, that still reduces it to 80. So, it looks
22 as if she is personally living 40,000 beyond her means.

23 THE WITNESS: Yes, ma'am, that's probably right.

24 CHIEF JUDGE JONES: But, I mean, it's her -- it's not
11:10 25 as if it is going somewhere else. She is living 40,000 beyond

11:10 1 her means.

2 THE WITNESS: Yes, ma'am.

3 CHIEF JUDGE JONES: Okay.

4 BY MR. WOODS:

11:10 5 Q. Now, Mr. Fink, you did the same thing for the year 2000.

6 And you've given an explanation about how those figures are

7 calculated, and the Court has that in Exhibit Number 77 and can

8 examine that without your explanation. Is that correct?

9 A. Yes, sir.

11:11 10 Q. Okay. It's similar figures to '99?

11 A. Yes, sir.

12 CHIEF JUDGE JONES: Which exhibit is that?

13 MR. WOODS: 77, your Honor.

14 CHIEF JUDGE JONES: Okay.

11:11 15 MR. WOODS: And if the Court would prefer, we can go

16 through this --

17 CHIEF JUDGE JONES: No.

18 MR. WOODS: -- but I think it's --

19 JUDGE BENAVIDES: I would like to, quite frankly, just

11:11 20 find out where we're going with this.

21 JUDGE PORTEOUS: Yes.

22 JUDGE BENAVIDES: What I gather from this is that

23 Ms. Danos had some income somewhere that's not reflected in her

24 income tax. But how does that relate to Judge -- how do you

11:11 25 intend to relate this to Judge Porteous --

11:11 1 MR. WOODS: The relation is --
2 JUDGE BENAVIDES: -- as opposed to Ms. Danos?
3 MR. WOODS: Yes, your Honor. The relation is the
4 imbalance in the payments where she was paying for Judge
11:11 5 Porteous' expenses. There's about a \$7,000 difference. Judge
6 Porteous is reimbursing her short. She has cash that's
7 unexplained coming into her account and --
8 JUDGE BENAVIDES: How does that relate to Judge
9 Porteous?
11:12 10 I mean, I assume -- you've already proven that
11 the amounts that were delivered to her by checks were deficient
12 in terms of what she paid for Judge Porteous.
13 MR. WOODS: Yes, sir.
14 JUDGE BENAVIDES: And, so, you've already established
11:12 15 that.
16 MR. WOODS: Yes.
17 JUDGE BENAVIDES: So, now what you're establishing is
18 that Ms. Danos had extra income?
19 MR. WOODS: Yes.
11:12 20 JUDGE BENAVIDES: All right. Now, why are we going to
21 that?
22 MR. WOODS: Well, because in the testimony of Levenson
23 and I believe Don Gardner they relate the fact that they had
24 given cash to Rhonda Danos for Judge Porteous, for example, to
11:12 25 support his son's internship in Washington, DC. They were

11:12 1 requested to give money, and they gave it to Danos rather than
2 to the judge.

3 JUDGE BENAVIDES: Yes. But if it winds up in Danos'
4 account -- if it winds up in Danos' account, what is your
11:13 5 theory? That Danos would take that money and give it to Judge
6 Porteous?

7 MR. WOODS: Presumably. Or she paid his bills and
8 didn't request full reimbursement for them.

9 THE WITNESS: There's also, Judge -- besides Rhonda
11:13 10 receiving a lot of money in cash deposits in '99, so does the
11 judge; and they both write a number of checks that says they're
12 written to cash.

13 JUDGE BENAVIDES: So, this is related to show the
14 amounts that may have been or that you say we can infer was
11:13 15 given by these lawyers --

16 MR. WOODS: Yes, your Honor.

17 JUDGE BENAVIDES: -- in their cash -- with what they
18 described, how many times they would give him money, how much
19 money, a thousand at a time, 2,000 at a time --

11:13 20 MR. WOODS: Yes, your Honor.

21 JUDGE BENAVIDES: -- to reflect that this would --

22 MR. WOODS: That's a possible --

23 JUDGE BENAVIDES: -- is a possible source.

24 MR. WOODS: It's a possible place where the money is
11:13 25 going. As Judge Porteous admitted yesterday, Don Gardner has

11:13 1 given him money. Mr. Creely stated that Gardner told him he
2 gave him a "cool shark," I believe it was, a thousand dollars.

3 CHIEF JUDGE JONES: "Great white whale."

4 MR. WOODS: A "great white" -- "great white," that's
11:14 5 it, for a thousand dollars.

6 We're showing the amount of cash that's going
7 through these two accounts.

8 JUDGE BENAVIDES: And there was testimony they were
9 giving him money, but they couldn't remember --

11:14 10 MR. WOODS: Exactly.

11 JUDGE BENAVIDES: -- exactly how much it was?

12 MR. WOODS: Exactly.

13 BY MR. WOODS:

14 Q. Now, one last -- two last charts, Mr. Fink.

11:14 15 Did you do an analysis of the judge's expenses
16 right before bankruptcy and during bankruptcy, to show that his
17 expenses were overstated during his bankruptcy and that his
18 income was understated therefore giving him a balance of extra
19 cash during his bankruptcy period that the bankruptcy court was
11:14 20 not aware of?

21 A. I did.

22 Q. Okay. And that's Exhibits 72 and 73?

23 A. Yes.

24 Q. And if you would -- here's a copy that has the Bates stamp.

11:15 25 And try and be brief on this just to give an overview.

11:15 1 You've got the 2001 expenses. 73 is the 2002
2 expenses we won't go into but the Court can examine.
3 If you would, just give a brief explanation of 72
4 and tell the Court what you did there concerning his claims in
11:15 5 his bankruptcy schedules as to what his actual expenses and
6 income were.
7 A. This particular one is Bates stamped 1732, the last couple
8 of numbers. In this schedule, the first line is the -- well,
9 let me say that the judge presented a payroll slip that showed
11:16 10 that his income was going to be \$7532 during the bankruptcy
11 period. He told that this was going to be his only source of
12 income.
13 Q. That was the amount listed in the schedule that the
14 bankruptcy court relied on as his income. Is that correct?
11:16 15 A. Yes. That's this line here, which is \$7532 over a nine
16 month period, totaling \$67,784.
17 However, in looking at his actual accounts, he
18 had quite a bit more money that went through those accounts.
19 Specifically, over those nine months a total of 88,865, or a
11:16 20 difference of \$21,081. So, he basically understated his income
21 by \$21,081.
22 Do you want me to go into the details of that?
23 Q. No. If you would, just then go to the expenses.
24 A. Okay. Also on the filing, he listed \$7475 worth of
11:17 25 expenses. Again, I looked at his -- that total, \$67,275 over

11:17 1 the nine month period. Again, I looked at his checking account
2 and totaled all of the items that would have been listed in
3 the -- those categories that he said made up the bankruptcy
4 filing. That totaled \$54,267, or a difference of about
11:17 5 \$13,000.

6 JUDGE BENAVIDES: Now, what -- how did you arrive --
7 I'm trying to get this clear in my mind -- at the expenses?
8 Through his checks and credit card payments?

9 THE WITNESS: Through his checks, Judge.

11:18 10 JUDGE BENAVIDES: All right. Now, how about -- that
11 wouldn't account for cash payments for bills, food, things like
12 that?

13 THE WITNESS: Actually, I had another schedule that's
14 going to catch that.

11:18 15 JUDGE BENAVIDES: Okay.

16 A. But if you total -- just looking at his filing, he
17 downplayed his income by \$21,000 and he overinflated expenses
18 to the bankruptcy trustee of \$13,000. So, he basically had a
19 pool of money totaling \$34,000 that he could continue his
11:18 20 lifestyle.

21 Judge, you mentioned the cash deposits. We, in
22 essence, thought of that, too. And we said, well, let's look
23 at that, maybe give him the benefit of the doubt there.
24 Specifically, we did it like this.

11:19 25 This is in your packets that's Bates stamped with

11:18 1 the last four numbers 1734.

2 Oh, boy, this is going to be hard to see.

3 CHIEF JUDGE JONES: Is this still Exhibit 72?

4 MR. WOODS: Yes, your Honor.

11:19 5 THE WITNESS: Yes, ma'am.

6 CHIEF JUDGE JONES: Oh, it says it right -- well,
7 here, I've got it.

8 THE WITNESS: Okay.

9 A. Right across the top here are those categories which were
11:19 10 listed in his bankruptcy filing. Starting with mortgage,
11 utilities, home maintenance and going all the way over to a
12 payment for the trustee of \$1600 a month, those total for the
13 nine months 67,270 -- \$67,275. All of those listed payments --
14 there's about eight or nine of them -- that he lists in his
11:20 15 bankruptcy filing, for those nine months, total \$67,275.

16 Now, what I did -- oh, boy -- okay.

17 What I did is I went back through his bank
18 accounts and totaled all of those categories. Those are the
19 numbers listed right here. As you can see, if you subtract
11:20 20 what he told the bankruptcy court as opposed to what he
21 actually spent, you see a lot of numbers here going across the
22 schedule that are in red, or a negative number, meaning that
23 that was the amount of -- of shortfall that he actually had.
24 In other words, that's the amount that he overstated his
11:21 25 expenses. It came to a total of 34,598.

11:21 1 We said, as you did, Judge, what about the cash
2 expenses. Besides these -- this list of expenses, besides what
3 was listed in his bankruptcy filing, there was a whole other
4 set of expenses that went through those accounts. Those had --
11:21 5 were such things as credit cards, cash, checks written to cash,
6 gaming, a category that I put as "Other" because it didn't seem
7 to fit anything else, payments to Rhonda Danos, and also an
8 increase in the balance of the checking account. That totaled
9 \$34,598.

11:22 10 And from there, we gave him the benefit of the
11 doubt with the cash. Basically what I did there was -- just to
12 use the one example of, say, home maintenance. He spent
13 actually \$281 less than what he told the bankruptcy court. I
14 pulled \$281 off his cash balance. And I did that on all the
11:22 15 categories that he had a shortfall on, with the exception of
16 utilities and insurance because it was obvious that he wrote
17 checks for every month of those periods.

18 Once we did that, once we gave him the benefit
19 saying, well, maybe some of the expenses that he didn't write
11:23 20 checks for he paid in cash, that "Other" category of expenses
21 that don't seem to show up on the bankruptcy filing, I
22 subtracted off all those cash payments, then added all those
23 categories across. It came to a total of \$24,825. That is
24 what we would say probably should have been money that could
11:23 25 have been available to the pool of creditors, \$24,825.

11:23 1 I did the same type of analysis for the full year
2 of 2002. That number on the second page of that one was
3 36,000. So, for the two years, we have a total of about
4 \$60,000 that, I guess at least in theory, could have been part
11:24 5 of the creditor pool money.

6 BY MR. WOODS:

7 Q. So, Exhibit Number 73 is an identical analysis that you did
8 for the year 2002 that you did for this nine month period of
9 2001?

11:24 10 A. Yes, sir.

11 Q. Okay. Thank you.

12 A. And that total was 36,000 for the '02 year.

13 Q. All right. And the Court has Exhibit Number 73 it can
14 examine rather than go through the detail of how you did this
11:24 15 one. It's the same way you did it?

16 A. Yes.

17 CHIEF JUDGE JONES: Well, now, I notice in here that
18 when the -- when you calculated the monthly income and you said
19 you used the paycheck stubs --

11:24 20 THE WITNESS: Uh-huh.

21 CHIEF JUDGE JONES: -- did you use the one that he
22 submitted to the trustee?

23 THE WITNESS: Judge --

24 CHIEF JUDGE JONES: So, that did not include the fact
11:25 25 that judges get a hike in our pay after we finish paying the

11:25 1 FICA?

2 THE WITNESS: Well, specifically, that particular one

3 was before he hit any of the limits.

4 CHIEF JUDGE JONES: Right.

11:25 5 THE WITNESS: So, it was very small.

6 CHIEF JUDGE JONES: So, that was the amount that he

7 represented to the bankruptcy court. So, the total -- so, the

8 basic premise of the amount of income is just misstated?

9 THE WITNESS: Right.

11:25 10 Where's the bar chart? Do you want me to show

11 that?

12 MR. WOODS: Sure.

13 THE WITNESS: Is it '73? Yeah, on the back of 73, I

14 think, it deals with that question.

11:25 15 I guess, Judge, what -- what you might be saying

16 is that when someone is looking at having to put an income

17 number down you generally go to previous statements and see if

18 you can carve out a number. Well, in this case --

19 BY MR. WOODS:

11:26 20 Q. Now you're referring to an exhibit -- a document out of

21 Exhibit Number 73. And it's Bates stamped what?

22 A. It's Bates stamped -- the last four numbers are 1894, and

23 it's a chart or a graph.

24 THE WITNESS: I want to try to make this smaller.

11:26 25 A. Basically, the idea behind this is that -- you see a line

11:26 1 across the graph; and the line is at a point that is \$90,378,
2 which is the 12 months of what the judge told the bankruptcy
3 court his salary would be.

4 The actual bars actually show what went through
11:27 5 his account during the years '98, '99, 2000 and 2001, at least
6 for the first three, would have served as a history on how he
7 could have possibly crafted a number to give to the bankruptcy
8 court.

9 In this case, none of these years are even close.
11:27 10 He's stating that only -- his salary is the only means of
11 income that he has. And we've seen -- I think I've illustrated
12 that a lot of other things go through that account.

13 But in none of these years the stuff that goes
14 through the account is even similar, even close, to that
11:27 15 \$90,000 number. So, it has no historical basis.

16 CHIEF JUDGE JONES: Now, your colors, your spectrum of
17 colors, really don't mean a whole lot here or -- on that chart?

18 THE WITNESS: I'm sorry? I didn't hear.

19 CHIEF JUDGE JONES: Your spectrum of colors does not
11:28 20 mean a lot here; it's the comparison of the bar with the line?

21 THE WITNESS: With the line.

22 CHIEF JUDGE JONES: Okay. And even that 90 is a -- is
23 not an accurate portrayal of the amount of cash that a judge --
24 that an Article III judge takes home?

11:28 25 THE WITNESS: No, your Honor.

11:28 1 BY MR. WOODS:
2 Q. And that figure that the judge just referenced that was
3 used for bankruptcy, that was a check stub for May of 2000. Is
4 that correct?
11:28 5 A. Yes, it is.
6 Q. And you've seen that the bankruptcy was filed in March,
7 2001?
8 A. Yes, sir.
9 Q. Thank you.
11:28 10 MR. WOODS: Any questions by the Committee? I'm
11 passing the witness.
12 JUDGE LAKE: I don't have anything.
13 CHIEF JUDGE JONES: No, not at this time.
14 JUDGE LAKE: Judge Porteous?
11:29 15 JUDGE PORTEOUS: I think just maybe one or two.
16 **CROSS-EXAMINATION**
17 BY JUDGE PORTEOUS:
18 Q. With respect to my file, my salary is not a hidden agenda,
19 is it?
11:29 20 A. Sorry?
21 Q. My salary is a public record, isn't it?
22 A. You did submit a stub that showed the salary, yes.
23 Q. No, no. Isn't a federal judge's salary a public record?
24 A. Probably, yes, sir.
11:29 25 Q. Anybody can get to it?

11:29 1 A. (Indicating.)
2 Q. Is that right?
3 A. I would think.
4 Q. I submitted a stub; and you don't know what my bankruptcy
11:29 5 lawyer and I talked about or anything, do you?
6 A. Sir, that's true. However, the idea behind submitting the
7 stub was to show what your take home pay was so that a number
8 could be crafted out of your income for the bankruptcy
9 settlement. In this case, I think the stub that you showed was
11:30 10 understating your income.
11 Q. Okay. And when was that stub? I don't remember which one
12 we attached.
13 A. The filing was of March the 31st, '01. You provided a
14 stub --
11:30 15 MR. WOODS: May of 2000.
16 A. -- May, 2000. So, it was a bit old.
17 BY JUDGE PORTEOUS:
18 Q. Yeah. I probably had a \$2500 increase in 2000.
19 A. Also, on one of the -- you understated your income by
11:30 20 21,000.
21 You also didn't include your wife's income in the
22 bankruptcy filing at all, nor did you include the tax refund.
23 Q. Did you notice whether she had permanent income that whole
24 year or just part of a year or anything?
11:30 25 A. It was \$2500, 2500 and something; and it was spread out

11:31 1 throughout a good portion of the year.
2 Q. All 12 months? I mean, I don't remember.
3 A. I can show you. Let's see.
4 THE WITNESS: Your Honors, I'm looking at the Bates
11:31 5 stamp 2001 -- actually, it's 2001.
6 MR. WOODS: Is that out of Exhibit 72?
7 THE WITNESS: Right.
8 A. And let's see. This is deposits going through your
9 checking account. I have a total for you of 73,000 bucks.
11:32 10 And here is your wife's. It looks like she got
11 her first paycheck on the 18th of April, and it was from New
12 Orleans Metropolitan. She also seems to have worked for Amy's
13 Hallmark. It was -- basically, looks like April -- this goes
14 on, it looks like.
11:32 15 She -- it looks like she got some fairly
16 regular -- it looks like part-time work from a number of
17 places. Amy's Hallmark Shop looks like it was the bulk of it.
18 And she made, it looks like, 2700 bucks.
19 BY JUDGE PORTEOUS:
11:33 20 Q. And this was after the filing?
21 I'm just looking at the top. It says April,
22 2001 --
23 A. Yeah, looks like the first one was in April.
24 Q. So, it's all after the bankruptcy filing?
11:33 25 A. It appears so.

11:33 1 Q. Okay.
2 JUDGE PORTEOUS: I don't have any further questions.
3 CHIEF JUDGE JONES: I have a question.
4 I was looking at this matter of this 1,088
11:33 5 payment for the Fleet Credit Card that's come up. And I was --
6 when I was skipping over the checks that Rhonda Danos regularly
7 wrote for Judge Porteous, I did not see that she had written a
8 Fleet Credit Card check or if she did --
9 MR. WOODS: Your Honor, I brought that out in the
11:34 10 testimony. It showed the amount of payments --
11 CHIEF JUDGE JONES: Signed by her?
12 MR. WOODS: -- by her and the 1,088 was part of that
13 balance. It was a small balance of, like, 13 or 14 hundred
14 dollars --
11:34 15 CHIEF JUDGE JONES: Okay.
16 MR. WOODS: -- for the year 2001.
17 **REDIRECT EXAMINATION**
18 BY MR. WOODS:
19 Q. And, then, also, do you -- following up on Judge Porteous'
11:34 20 question, do you have figures that show the amount of income
21 that Carmella Porteous had for year 2000?
22 A. I do. I'm not sure I have it with me, though; and I'm not
23 sure I've got that number on the top of my head.
24 MR. WOODS: This is Exhibit 26.
11:35 25 BY MR. WOODS:

11:35 1 Q. I'll show you Exhibit 26. And, if you would, go to the
2 Elmo and show those to the Court.

3 Are those W-2's for the year 2000?

4 A. They are. It appears as though she worked for a temporary
11:35 5 employment agency called Adecco. This is for the year 2000.
6 It's -- her wages look like they're \$864 there.

7 Q. Okay. What was --

8 A. She also had one from the New Orleans Metropolitan
9 Convention and Visitors Center.

11:35 10 Q. If you would, go back to the prior page. There's a W-2 for
11 the year 2000 there for New Orleans Metropolitan Center at the
12 bottom?

13 A. Yes. It's --

14 Q. Not that one. That's year 2001. I'm speaking of that
11:36 15 other page. The page that you have on the Elmo has the 2000.

16 That --

17 A. Oh, it sure does. Yeah. Sorry about that.

18 It's \$327.

19 CHIEF JUDGE JONES: And what's the Bates number there?

11:36 20 THE WITNESS: 603.

21 CHIEF JUDGE JONES: Okay.

22 A. So, she had -- she had some income on the year 2000 --

23 JUDGE BENAVIDES: Was that the only one? You were
24 referring to another one, but that was for a different year.
11:36 25 This is the only income reflected?

11:36 1 THE WITNESS: Yes, sir.
2 JUDGE BENAVIDES: As far as the W-2 --
3 THE WITNESS: Yes, sir.
4 JUDGE BENAVIDES: -- and on the income tax, \$320?
11:36 5 THE WITNESS: 320. Most of this -- well, there's
6 actually two of them for the year 2000, 320 and 864.
7 JUDGE BENAVIDES: So, \$1100?
8 THE WITNESS: Yes, sir.
9 JUDGE BENAVIDES: All right.
11:37 10 CHIEF JUDGE JONES: All right.
11 MR. WOODS: No further questions of Mr. Fink, your
12 Honor.
13 THE COURT: All right. Mr. Fink, you're excused or
14 you can step down.
11:37 15 THE WITNESS: Thank you.
16 MR. WOODS: We would call Judge Greendyke, Bill
17 Greendyke.
18 Mr. Greendyke is down the hall, in the witness
19 room. It will take just a moment to get him.
11:38 20 *(Witness being summoned to the stand)*
21 MR. WOODS: Bill, if you would come up to the witness
22 chair here. The witness is being seated here, Bill.
23 JUDGE LAKE: Do you solemnly swear that the testimony
24 you shall give in this proceeding will be the truth, the whole
11:39 25 truth, and nothing but the truth, so help you God?

11:39

1 THE WITNESS: I do.

2 MR. WOODS: Judge Porteous is seated behind you, and
3 the Committee, of course, is up here. The sound in this room
4 is not good. So, if you would, speak loudly so everyone can
5 hear you.

11:39

6 **WILLIAM GREENDYKE, DULY SWORN, TESTIFIED:**7 **DIRECT EXAMINATION**

8 BY MR. WOODS:

9 Q. Would you state your name for the record?

11:39

10 A. My name is William Greendyke.

11 Q. And how are you employed?

12 A. I'm a partner with the law firm of Fulbright & Jaworski in
13 Houston.

14 Q. Okay. Were you previously a bankruptcy judge?

11:40

15 A. Yes.

16 Q. What period of time?

17 A. 1987; September of 1987, until June -- May 31st of 2001.

18 Q. Okay. Where were you located as a judge?

19 A. My primary duty station was Houston.

11:40

20 Q. Okay. Calling your attention to the year 2001, did you
21 have occasion to be assigned to a bankruptcy case out of your
22 district?

23 A. Are you referring to New Orleans?

24 Q. Yes.

11:40

25 A. Yes.

Cheryl K. Barron, CSR, CM, FCRR

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11:40 1 Q. Okay. Would you relate to the Court your recollection of
2 when you were assigned to the case and why you were assigned to
3 it best as you understood it?

4 A. I received a telephone call from then Chief Judge Carolyn
11:40 5 King, asking me if I would take an assignment of a Chapter 13
6 case in New Orleans because it involved a United States
7 district judge.

8 Q. Okay. And you've reviewed the bankruptcy filing in the
9 past and then reviewed it today -- had a chance to review it
11:41 10 today?

11 A. I don't know if I've looked at the entire file. I've
12 looked at a number of pleadings today, and I have been shown
13 pleadings in the past. And, obviously, when I was on the
14 bench, handling the case, I had an opportunity to look at some
11:41 15 of the filings.

16 Q. Okay. And you're aware that a recusal order was entered by
17 Judge King for the district benches here in New Orleans; and
18 you were assigned to it, for the bankruptcy court, that is?

19 A. I don't know who entered the recusal order. I know that
11:41 20 she assigned me to this case.

21 Q. Okay. Now, calling your attention to this particular case,
22 did you ever meet personally with Judge Porteous?

23 A. No, sir.

24 Q. Did you have a phone conversation with he and his counsel?

11:41 25 A. I don't recall ever speaking with the judge.

- 11:41 1 Q. Okay.
- 2 A. I know I have had phone conferences with the trustee --
- 3 Chapter 13 trustee; and I believe counsel was on the phone, as
- 4 well. I don't -- I'm not aware the judge was on the phone.
- 11:41 5 Q. Are you familiar with the name Claude Lightfoot?
- 6 A. No.
- 7 Q. Do you know whether or not you recall talking with him?
- 8 A. Only from this file.
- 9 Q. Okay. You've had an opportunity to examine the schedules
- 11:42 10 that are in the bankruptcy file in the past. Is that correct?
- 11 A. Yes.
- 12 Q. And you've examined the order that you signed confirming
- 13 the bankruptcy plan. Is that correct?
- 14 A. Yes, sir, I've seen that.
- 11:42 15 Q. And is one of the portions of your order the fact that the
- 16 debtor shall not incur any debt during the term of the
- 17 bankruptcy?
- 18 A. That's part of the form Chapter 13 confirmation order.
- 19 Q. And concerning the schedules that are located in the filing
- 11:42 20 of the bankruptcy, when he files his petition and he attaches
- 21 the schedules, are those signed under oath?
- 22 A. They're signed under penalty of perjury.
- 23 Q. Okay. And is that acknowledged on the signature blank,
- 24 that these are signed under penalty of perjury?
- 11:43 25 A. If it's not every page, it's the first page.

11:43 1 Q. The one -- the one where he signs. Is that correct?
2 A. Yes.
3 Q. Okay. Are you aware of the fact that in this case Judge
4 Porteous incurred debt after the bankruptcy order was signed by
11:43 5 you?
6 A. I have learned that since the time that I confirmed the
7 case.
8 Q. And is that in violation of your order?
9 A. Technically, yes.
11:43 10 Q. Okay. Are you aware of the fact that Judge Porteous
11 received a tax refund shortly after filing the bankruptcy?
12 A. I learned that in late 2004, early 2005, well after I left
13 the bench and well after I confirmed the case.
14 Q. I take it that you weren't aware of any of these matters
11:44 15 while the matter was under your supervision. Is that correct?
16 A. No, sir. No, sir, not at all.
17 Q. You're aware on the schedules that it calls for an
18 answer -- when a person is expecting a tax refund, there are
19 two places on the schedule where you're supposed to check "yes"
11:44 20 for a tax refund?
21 A. That's correct, there are two instances in which you have
22 an opportunity to disclose the anticipated receipt of a refund.
23 Q. And how did you and your trustee handle tax refunds of a
24 debtor?
11:44 25 A. The trustee -- my memory is that he would ask for the

11:44 1 refunds to be treat -- payable to the debtor or the trustee
2 would make the IRS aware of the pendency of the bankruptcy case
3 and try and coordinate receipt of that so that it could be
4 brought into the estate or otherwise accounted for.

11:44 5 The trustee would usually ask, particularly if a
6 case was filed in the springtime, around the time of tax
7 returns being filed, if the debtor anticipated receiving a tax
8 refund.

9 Q. And I believe you've been shown the tax refund of Judge
11:45 10 Porteous that was dated March the 23rd -- March 23rd, '01, five
11 days before filing of the bankruptcy, where he signed his tax
12 return requesting a refund of over \$4,000?

13 A. I have seen that within the last year.

14 Q. Okay. So, that is five days before the petition is filed.
11:45 15 Would that indicate that a person knows or should have answered
16 on his schedule that, yes, a tax refund is expected?

17 A. I would not have forgotten that.

18 JUDGE BENAVIDES: You what? I can't hear.

19 THE WITNESS: I would not have forgotten that within
11:45 20 five days.

21 JUDGE BENAVIDES: Okay.

22 BY MR. WOODS:

23 Q. Also, you've examined the bankruptcy file. The initial
24 petition was filed under a different name?

11:46 25 A. I became aware of that well after the time I confirmed the

11:46 1 case.

2 Q. And that petition is also filed under oath. Is that

3 correct?

4 A. Under penalty of perjury, yes, sir.

11:46 5 Q. Okay. And have you become aware after the fact that a

6 number of creditors were paid off right before the filing, that

7 would amount to them being preferred creditors, they received

8 preferred payment, that wasn't reflected in the petition?

9 A. I've been made aware of that allegation, as well.

11:46 10 Q. Okay. And given the sum of these events that you've become

11 aware of after you were -- were off of that case -- as a matter

12 of fact, you retired from the bankruptcy bench before the

13 matter was finally adjudicated, didn't you?

14 A. By "finally adjudicated," you mean before the entry of a

11:47 15 discharge?

16 Q. Yes.

17 A. That's correct.

18 Q. But only a short while before, correct?

19 A. I think that's correct. I think Judge Dodds ultimately

11:47 20 discharged the debt.

21 Q. And do you -- do you recall the month and year that you

22 retired?

23 A. It was effective May 31st, 2004.

24 Q. Given the sum of these events -- the false filing of the

11:47 25 name on the initial petition, the omission of the tax refund on

- 11:47 1 the schedules where it should be noted, the preferred payment
2 to certain creditors, and -- are you also aware of the fact
3 that he omitted some income from his wife that should have been
4 included?
- 11:47 5 A. I'm aware of that; and I'm also aware of the failure to
6 list a bank account, I believe.
- 7 Q. Right.
- 8 There was a bank account that was understated by
9 a couple of thousand dollars. You're aware of that?
- 11:48 10 A. (Nodding head.)
- 11 Q. Given the sum of those events, had you known that, what
12 would have been your course of action while you were the judge
13 supervising that bankruptcy? Had you known all those events,
14 what action would you have taken?
- 11:48 15 A. If I had been aware of those items prior to the signing of
16 the confirmation order, I would not have signed the
17 confirmation order. I would probably have sua sponte objected
18 on the basis of lack of good faith. I anticipate if my Houston
19 trustee had been aware of that he would have filed a similar
11:48 20 objection. And we would have had a hearing to try and iron
21 things out.
- 22 Q. And in bankruptcy filings, is good faith on behalf of the
23 debtor one of the key elements that the judge and the trustee
24 rely on?
- 11:48 25 A. It's a confirmation requirement.

11:48 1 Q. Okay. It's required that the judge list all of his assets,
2 the bank accounts, and that his true income be listed. Is that
3 correct?

4 A. Yes, that's correct in any case.

11:49 5 Q. And is that for the purpose of comparing a Chapter 7 and a
6 Chapter 13 so that the creditors under one or the other will
7 come out equal or that's best under one plan or the other?

8 A. That's one of the purposes for listing your assets and your
9 debts, but truth and candor in connection with any bankruptcy
11:49 10 proceeding is paramount to maintaining the integrity of the
11 entire process.

12 Q. And by under listing your assets and the income coming in,
13 the creditors get less money once the amount is figured out by
14 the trustee. Is that correct?

11:49 15 A. The Chapter 7 liquidation test is what you're talking
16 about. To confirm a Chapter 13 plan, the creditors are
17 supposed to receive a distribution in excess of what they would
18 have received in a Chapter 7. Otherwise, it makes no sense
19 economically to go through with a 13.

11:49 20 Q. Okay. But you did not know any of these matters when you
21 had the bankruptcy under your supervision. Is that correct?

22 A. I did not. I confirmed the case plan based on the
23 affirmative recommendation that the law had been complied with,
24 that the requirements for confirmation under Section 1325 of
11:50 25 the code had been complied with.

11:50 1 I looked at the Schedule I and the Schedule J,
2 the income, and the expenses and saw nothing that struck me out
3 of the ordinary. I was unaware of the name change on the date
4 of filing. I was unaware of the undisclosed assets. I did
11:50 5 everything that I normally would have done in connection with a
6 Houston bankruptcy case, dealing with my trustee, and only
7 years subsequently learned of the issues that you've talked
8 about.

9 Q. And you did examine the schedules and you depended on the
11:50 10 debtor making accurate representations within the schedule?

11 A. I looked at, as I recall, Schedule I and J. My normal
12 procedure in a Houston 13 would be to look at the income; look
13 at the plan summary that the trustee in this case filed, where
14 he basically just showed what the distribution would be, showed
11:51 15 the duration of the case or the duration of the payments, which
16 would be three years, and the recommendation that the code had
17 been complied with. It's like the paragraph before and -- the
18 second paragraph above, his signature on the recommendation
19 saying that he's certifying to me that this does what it's
11:51 20 supposed to do under the law.

21 Q. Okay.

22 A. That's -- and in the context of a 13 practice, the Houston
23 judges each have probably 10 or 15 thousand 13 cases. And the
24 confirmation panel on a given day would be a 120 or a 150. For
11:51 25 me to review all the schedules for every case was impossible.

- 11:51 1 So, you rely administratively on the relationship
2 you have with your trustee and that the trustee is telling
3 you -- making an accurate assessment of compliance with the
4 code.
- 11:51 5 Q. Okay. And part of your bankruptcy order was that the
6 debtor had to obtain the -- the permission of the trustee or
7 the judge to acquire new credit, obtain new credit?
- 8 A. That's part of the order, yes, sir.
- 9 Q. And are you aware that the judge in this case,
11:52 10 Judge Porteous, did obtain permission to refinance his house
11 and also to lease two automobiles?
- 12 A. I have recently become aware of that.
- 13 Q. Okay. And are you aware that other credit was obtained
14 without permission of you or the trustee?
- 11:52 15 A. I have been told that, as well.
- 16 Q. Okay.
- 17 MR. WOODS: If I may have one moment, your Honor?
18 *(Sotto voce discussion between counsel)*
19 BY MR. WOODS:
- 11:52 20 Q. You just related the fact that you have -- as a bankruptcy
21 judge, you have a number of cases in front of you and that you
22 rely on the trustee to give you accurate information. Is that
23 correct?
- 24 A. As a former judge, that is what I did for 17 years, yes.
- 11:53 25 Q. And your trustee, of course, relies on the good faith and

11:53 1 the accuracy of the debtor to provide information to him?
2 A. Absolutely.
3 MR. WOODS: Thank you, your Honor. Pass the witness.
4 JUDGE BENAVIDES: I have a couple of questions.
11:53 5 With respect to reliance on the trustee, that
6 would -- that would be reliance also as to his perusal of the
7 amounts that were stated as income?
8 THE WITNESS: Yes.
9 JUDGE BENAVIDES: All right. So, you wouldn't have
11:53 10 generally the occasion -- in the absence of an objection or the
11 trustee calling it to your attention, you -- you wouldn't
12 normally question the amount of income?
13 THE WITNESS: I knew I was dealing with a US district
14 judge and I knew he made more than I did and I knew by
11:53 15 percentage --
16 JUDGE BENAVIDES: Well, that's my question. Most
17 bankruptcy judges I know are particularly aware of how much
18 they make and how much district judges make --
19 THE WITNESS: It wasn't a competitive --
11:53 20 JUDGE BENAVIDES: -- and it's the subject every year
21 at budget -- at budget time in Congress of how much people are
22 going to get and whatever. I was just wondering if you knew he
23 was a district judge --
24 THE WITNESS: I did. That was the reason for --
11:54 25 JUDGE BENAVIDES: -- why -- why a bell or a horn or a

11:54 1 signal or a light or something wouldn't have come on when -- if
2 you viewed the \$7,000 monthly figure as income?

3 THE WITNESS: It just didn't, Judge. It just didn't.
4 And again --

11:54 5 JUDGE BENAVIDES: It was basically because of your
6 previous testimony that you -- you relied on the trustee?

7 THE WITNESS: Correct.

8 JUDGE BENAVIDES: And the trustee may not have the
9 particular awareness of salaries that bankruptcy judges have of
11:54 10 district court salaries.

11 THE WITNESS: I mean, I was -- I would assume that the
12 trustee, being also an employee of the judicial system, would
13 be aware that it was a fixed salary and something that didn't
14 change very often.

11:54 15 JUDGE BENAVIDES: But might not know the amount?

16 THE WITNESS: Everybody in the court family, I think,
17 would be aware of that. But I knew that there was a fixed
18 salary and assumed that the trustee had done the appropriate
19 analysis and made the appropriate inquiries at the meeting of
11:55 20 creditors.

21 JUDGE BENAVIDES: Irrespective of whether an
22 appropriate analysis was made or there was an oversight or it
23 didn't come to mind or whatever, whatever oversight or failure
24 to recognize that income has no bearing on the duty of the
11:55 25 declarant or the bankruptcy petitioner to state the correct

11:55

1 amount?

2 THE WITNESS: I'm not sure I understood that question.

3 JUDGE BENAVIDES: In other words, irrespective of

4 whether the light came on or it didn't come on or whatever, the

11:55

5 duty to disclose properly the amount of income is not forgiven
6 because someone blesses the --

7 THE WITNESS: I agree with that.

8 JUDGE BENAVIDES: Is that correct?

9 THE WITNESS: I agree with that. And that's why I

11:55

10 expressed surprise when I learned of the things that I learned
11 of after 2004.

12 JUDGE BENAVIDES: Thank you.

13 CHIEF JUDGE JONES: Mr. Greendyke, were you, as it --
14 let's see. We talked about that.

11:56

15 I guess the only question I have, then, is that
16 if there was a significant failure to disclose the disposable
17 income -- that is to say, in the amount of the monthly cash
18 that he was receiving -- wouldn't that affect the calculation
19 of the amount of payments that are to be made in the Chapter 13
20 plan?21 THE WITNESS: Yes, Judge, it would, whether it's a tax
22 refund or whether it was the bump because of moving into the
23 FICA time of the year when he would receive a raise in a
24 federal salary context.

11:56

25 CHIEF JUDGE JONES: And if the judge also failed to

11:56 1 disclose in the schedules a significant amount of losses that
2 were attributable to gambling, while that might or might not
3 affect the plan, it would be a material consideration in the
4 likelihood that he could repay and the ability to confirm and
11:57 5 so on?

6 THE WITNESS: Yes, Judge.

7 JUDGE BENAVIDES: And, likewise, if expenses were
8 understated, that would have a similar effect?

9 THE WITNESS: Yes, sir.

11:57 10 CHIEF JUDGE JONES: I think that -- all right. I
11 think those are --

12 Judge Porteous?

13 JUDGE PORTEOUS: I have no questions, your Honor.

14 CHIEF JUDGE JONES: You have no questions?

11:57 15 Let me just ask. I assume you attributed a
16 higher -- a certain level of integrity to this filing because
17 the subject in question was a federal judge?

18 THE WITNESS: I did not scrutinize it --

19 CHIEF JUDGE JONES: Right.

11:57 20 THE WITNESS: -- particularly because I thought it was
21 a judge and I --

22 CHIEF JUDGE JONES: Because you thought a judge would
23 turn square corners?

24 THE WITNESS: Yes, Judge. That's why I was surprised
11:57 25 when I found out the things I found out.

11:57 1 CHIEF JUDGE JONES: All right, sir. I guess you may
2 step down. Thank you very much --
3 THE WITNESS: Thank you, Judge.
4 CHIEF JUDGE JONES: -- for coming over from Houston
11:57 5 today.
6 THE WITNESS: Good to see you all.
7 MR. WOODS: Thanks, Bill.
8 Your Honors, Mr. Heitkamp is in the hallway. I
9 believe Mr. Finder is getting him. He'll be very, very short.
11:58 10 Your Honors, for scheduling purposes, Rhonda
11 Danos will be our last; and she'll be very short, also.
12 CHIEF JUDGE JONES: Okay.
13 *(Witness being summoned to the stand)*
14 MR. FINDER: He's on his way.
11:59 15 CHIEF JUDGE JONES: Do you want to put Ms. Danos on?
16 We could shorten lunch. You could put her on after
17 Mr. Heitkamp.
18 MR. WOODS: That would be fine, your Honor.
19 CHIEF JUDGE JONES: If that's all right, if you think
11:59 20 you can do that.
21 JUDGE LAKE: Please come around, sir, to be sworn.
22 This table here is where the witnesses sit.
23 Please raise your right hand.
24 Do you solemnly swear that the testimony you
11:59 25 shall give in this case will be the truth, the whole truth, and

Gaming Losses 3/28/00 - 3/28/01

<u>Casino</u>	<u>Date</u>	<u>Win</u>	<u>Loss</u>
Treasure Chest Casino	4/6/00	500	
	5/11/00	300	
	5/27/00	83	
	6/2/00		30
	6/6/00	80	
	7/8/00		276
	7/27/00		3900
	8/27/00		28
	10/20/00		90
	11/03/00		177
	11/06/00		2900
	12/07/00	765	
	2/10/01	10	
	3/02/01		500
	3/10/01		60
3/19/01		10	
Casino Magic Bay St. Louis	9/15/00		2530
	10/13/00	780	
Grand Casino Gulfport	4/28/00		44.05
	4/29/00	470	
	6/27/00	805	
	6/28/00	44.15	
	7/18/00	71.25	
	8/19/00		200
	8/20/00		118.75
	2/16/01		39.50
	2/26/01		20
	2/27/01		1972.05
		12,895.35	
Beau Rivage	4/13/00	500	
	7/14/00	900	
Grand Casino Biloxi	4/16/00	3.75	
		5312.15	

Pat Toe56am06

SC00621

HP Exhibit 337

#120 00

Display Customer Trip History

11:13:39 6/27/02

* ALL GAMES - TOTALS *
 PORTEOUS, GABRIEL J., Jr D.O.B.: 12/15/46
 NEW ORLEANS LA 70130-3313

Customer #: XXXXXXXXXX
 Date Estab: 9/05/94

Marketing Code:

Select I=Inquiry....:

	Arrive:	5/11/00	4/06/00	3/15/00	1/25/00
	Depart:	5/11/00	4/06/00	3/15/00	1/25/00
Est. Win/Loss-	Pit...	300	500	0	2,700-
	Slots:	0	0	28-	0
	Other:	0	0	0	0
	* Total:	300	500	28-	2,700-
Earn Potential	Pit...	417	182	0	231
	Slots:	0	0	19	0
	Other:	0	0	0	0
	* Total:	417	182	19	231
Complimentary	Room..	0	0	0	0
	F & B:	0	0	0	0
	Misc.:	0	0	0	0
	Trans:	0	0	0	0
	* Total:	0	0	0	0
	Unused Comps:	0	0	0	0 +

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

118104 - Vincent SCHMETZ SAYS
 - IS PLAYER FOR LOSS.

```

#370V 00      Display Customer Trip History T/L 13:38 6/27/02
              * ALL GAMES - TOTALS *
PORTEOUS, GABRIEL J., Jr      D.O.B.: 12/15/46      Customer #: ██████████
NEW ORLEANS      LA 70130-3313      Date Estab: 9/05/94
Marketing Code:
Select I=Inquiry....:
      Arrive:      7/08/00      6/06/00      6/02/00      5/27/00
      Depart:     7/08/00      6/07/00      6/03/00      5/27/00
Est. Win/Loss- Pit...      0      0      100      0
      Slots:      276-      80      130-      83
      Other:      0      0      0      0
      * Total:    276-      80      30-      83
Earn Potential Pit...      0      0      58      0
      Slots:      61      196      311      36
      Other:      0      0      0      0
      * Total:    61      196      369      36
Complimentary Room.:      0      0      0      0
      F & B:      0      0      0      0
      Misc.:      0      0      0      0
      Trans:      0      0      0      0
      * Total:    0      0      0      0
Unused Comps:      0      0      5      0 +
F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel
    
```



```

#3700 00      Display Customer Trip History      13:38  6/21/02
              * ALL GAMES - TOTALS *
PORTEOUS, GABRIEL J., Jr.  D.O.B.: 12/15/46      Customer #: ██████████
NEW ORLEANS  LA 70130-3313      Date Estab: 9/05/94
Marketing Code:
Select I=Inquiry....:
      Arrive:      3/02/01      2/10/01      12/07/00      11/06/00
      Depart:     3/03/01      2/10/01      12/07/00      11/07/00
Est. Win/Loss- Pit.:      500-      0      800      2,800-
      Slots:      0      10      35-      100-
      Other:      0      0      0      0
* Total: 500-      10      765      2,900-
Earn Potential Pit.:      425      0      90      983
      Slots:      0      11      100      14
      Other:      0      0      0      0
* Total: 425      11      190      997
Complimentary Room.:      0      0      0      0
      F & B:      0      0      0      0
      Misc.:      5      0      796      10
      Trans:      0      0      0      0
* Total: 5      0      796      10
Unused Comps:      46      2      771-      109 +
F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel
    
```

#3700 00

Display Customer Trip History

13:38 6/27/02

ORTEOUS, GABRIEL J., Jr
 NEW ORLEANS LA 70130-3313

* ALL GAMES - TOTALS *
 D.O.B.: 12/15/46

Customer #:
 Date Estab: 9/05/94

Marketing Code:

Select I=Inquiry....:

	4/22/01	4/10/01	3/19/01	3/10/01
Arrive:	4/22/01	4/10/01	3/19/01	3/10/01
Depart:	4/22/01	4/10/01	3/19/01	3/10/01
Est. Win/Loss- Pit..:	0	200	0	0
Slots:	127-	0	10-	60-
Other:	0	0	0	0
* Total:	127-	200	10-	60-
Earn Potential Pit..:	0	289	0	0
Slots:	29	0	18	11
Other:	0	0	0	0
* Total:	29	289	18	11
Complimentary Room:	0	0	0	0
F & B:	0	0	0	0
Misc.:	41	0	0	94
Trans.:	0	0	0	0
* Total:	41	0	0	94
Unused Comps:	36-	34	2	93- +

F3=Exit F6=Remarks F7=Mktg F8=Years F9=Tot/Avg F10=More Info F12=Cancel

10/17/2002 THU 13:10 FAX

007/009

MJJ

GRAND CASINO GULFPORT
3215 WEST BEACH BLVD
GULFPORT, MS 39501

Page 1

Win/Loss Statement for Account [REDACTED]
Rated Play From: 01/01/00 to: 12/31/00.

PORTEOUS, G THOMAS
CARMELLA G PORTEOUS
SECTION T 500 CAMP ST
NEW ORLEANS, LA 70130 USA

Date	Hours	Patron Win	Patron Loss
03/07/00	3:55	229.75	0.00
04/28/00	0:18	0.00	44.05
04/29/00	0:48	470.00	0.00
06/27/00	3:14	805.00	0.00
06/28/00	0:44	44.15	0.00
07/18/00	0:52	71.25	0.00
08/19/00	2:23	0.00	200.00
08/20/00	1:56	0.00	118.75
		1,620.15	362.80

1377.49

End of Statement

SC00627

MJJ

GRAND CASINO GULFPORT
3215 WEST BEACH BLVD
GULFPORT, MS 39501

Page 1

Win/Loss Statement for Account [REDACTED]
Rated Play From: 01/01/01 to: 12/31/01.

PORTEOUS, G THOMAS
CARMELLA G PORTEOUS
SECTION T 500 CAMP ST
NEW ORLEANS, LA 70130 USA

Date	Hours	Patron Win	Patron Loss
-02/16/01	0:34	0.00	39.50
-02/26/01	0:09	0.00	20.00
-02/27/01	5:25	0.00	-1,972.05
05/04/01	0:28	18.50	0.00
05/26/01	1:04	150.00	0.00
05/27/01	1:32	195.00	0.00
		363.50	2,031.55

End of Statement

SC00628

GRAND CASINO BILOXI

Page 1

Win/Loss Statement for Account ██████████
Rated Play From: 01/01/97 to: 07/03/02.

PORTEOUS, TOM
4801 NEYREY DR

METAIRIE, LA 70002 USA

Date	Hours	Patron Win	Patron Loss
03/14/98	5:39	0.00	1,200.00
10/25/98	1:47	472.50	0.00
04/16/00	0:20	3.75	0.00
04/06/01	1:20	0.00	17.75
11/01/01	0:38	0.00	60.00
04/04/02	0:15	19.50	0.00
		495.75	1,277.75

End of Statement

SC00629

06/25/02 14:45:59

CASINO MAGIC
Bay St. Louis, MS 39520

ACCT #	PLAYER	YEAR	SLOT WIN/LOSS	TABLE WIN/LOSS
██████	PORTEOUS	G. THOMAS		
		2000		
		2000		
		TOTAL	50-	1,700-
██████	PORTEOUS	G. THOMAS		
		FINAL TOTAL		
		TOTAL	50-	1,700-

*** END OF REPORT ***

SC00630

PAGE 1

TOTAL
WIN/
LOSS

ACTUAL
CDIN_IN

1,750-

811

1,750-

811

SC00631

CPRTR090
 ██████████ ACTIVE CREDIT
 ORTEOUS, G. THOMAS T
 ETAIRIE, LA

CASINO MAGIC BSL - LIVE
 Patron Rating Summary
 MM
 12/15/46

6/25/02 2:52 PM

2,500LINE
 2,500 AVAILABLE

	10/13/00*	9/15/00*	10/19/99	Month 10/2000
	1Days	1Days	1Days	1-Trips 1Days
Time/Game	2:28 Mult	5:35 Mult	:30 BLACK	4:56 Mult
Average Bet	96	50	50	96
Cash Deposit				
Buy In Cash				
Credit	500	2,500	500	500
*Total	500 *	2,500 *	500 *	500 *
Credit Action				
Win/Loss	780 W	2,530 L	1,000 L	
Theo Loss	210	260	23	210
Actual Comp#	53	7		53
Auth Comp#/Lvl	42 R6	52 R5	5 R9	210 R6
Theo Profit	157 CNV	253 CNV	23 CNV	157 75%
Group				
Play Type B				
Fl=Key Desc 1	3 5 6 7 8 9	12 13 14 15 16 17	19 20 21 22 23	None...

CMREQ400 LIH Prop 06
B R

TABLE *Continued* FOR *Player's Name*
BEAU RIVAGE - RESTRICTED 6/25/02. 07:29P
PLAYER HISTORY Go To: _____

Recv #: [REDACTED] Name: PORTEOUS, GABRIEL THOMAS Credit Avl: 2,500
Rec Cmp Status: PR C/C: GRN+ Walk Ant: Deposit :
Trip Seq #: 5 #Rtns: CR Limit: 2,500 Tot Avl CR: 2,500

Trip Seq (Trip)	5(5)	6(4)	7(3)	8(2)	4 Trip Avg
Comp Status	CASI	RFL		ROOM	
Date From	04/13/00*	08/03/99	07/19/99	07/02/99	07/14/00
To	04/16/00	08/03/99	07/20/99	07/04/99	05/22/02
4 HR. Conv.	8	0	200	40	122
Time Played	1:35	:00	6:33	5:09	3:29
Average Bet	63	0	122	62	80
Theo. Loss	80-	0	634-	254-	194-
Flyr Win/Loss	500	0	2,500	2,400-	375
RFB Comps	0	75	0	240	89
Misc Comps	0	0	0	245	0
Airfare Comps	0	0	0	0	0
CR/Cash Discnt	0	0	0	0	0
Airfare Conv.	8	0	67	27	
F1-Inquire		F9-Alpha	F13-Next	F11-Go To	F16-Exit
	F8-Clear	F12-Help	F14-Prev	SF11-Go Back	SF16-Logoff
THIS IS PAGE 2		ZERO ACTIVITY TRIP(S) NOT DISPLAYED BLOCK			

CMREQ400 LIH Prop 06
B R

BEAU RIVAGE - RESTRICTED
PLAYER HISTORY

6/25/02 07:29P
Go To: _____

Recv #: ██████████ Name: PORTEOUS, GABRIEL THOMAS Credit Avl: 2,500
 Rec Cmp Status: PR C/C: GRN+ Walk Amt: Deposit :
 Trip Seq #: 1 #Rtns: CR Limit: 2,500 Tot Avl CR: 2,500
 =====
 Trip Seq (Trip) 1(11) 2(10) 3(9) 4(6) 4 Trip Avg
 Comp Status ROOM ROOM
 Date From 05/22/02 10/31/01 04/07/01 07/14/00* 07/14/00
 To 05/22/02 11/01/01 04/08/01 07/15/00 05/22/02
 4 HR. Conv. 0 169 76 33 122
 Time Played :00 7:35 4:55 1:27 3:29
 Average Bet 0 89 62 91 80
 Theo. Loss 0 470- 213- 93- 194-
 Plyr Win/Loss 0 600 0 600 375
 RFB Comps 80 40 237 0 89
 Misc Comps 0 0 0 0 0
 Airfare Comps 0 0 0 0 0
 CR/Cash Discnt 0 0 0 0 0
 Airfare Conv. 0 56 25 11
 F1-Inquire F9-Alpha F13-Next F11-Go To F16-Exit
 F8-Clear F12-Help F14-Prev SF11-Go Back SF16-Logoff

BLOCK

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530

Page 1

Win/Loss Statement for Account [REDACTED]
Rated Play From: 01/01/99 to: 12/31/99.

FORTEOUS, TOM
4801 NEYREY DR

MEATARIE, LA 70002 USA

Date	Hours	Patron Win	Patron Loss
04/16/99	0:08	0.00	20.00
04/17/99	1:42	0.00	140.00
07/20/99	1:05	0.00	56.50
		0.00	216.50

End of Statement

SC00635

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530

Page 1

Win/Loss Statement for Account [REDACTED]
Raced Play From: 01/01/00 to: 12/31/00.

PORTEOUS, TOM
4801 NEYREY DR
MEATARIE, LA 70002 USA

Date	Hours	Patron Win	Patron Loss
03/08/00	0:17	0.00	17.50
04/13/00	0:39	0.00	163.00
04/14/00	0:38	28.75	0.00
04/15/00	0:31	32.25	0.00
04/16/00	0:30	0.00	100.00
06/28/00	0:19	0.00	42.75
07/14/00	1:12	0.00	158.25
07/15/00	0:24	0.00	60.00
07/18/00	0:47	0.00	0.00
07/23/00	0:29	0.00	69.95
08/13/00	3:16	0.00	140.50
08/20/00	0:59	3.75	0.00
08/31/00	0:03	0.00	3.75
09/29/00	0:16	230.00	0.00
09/30/00	1:20	0.00	38.75
10/01/00	0:04	0.00	10.00
10/29/00	0:12	40.00	0.00
12/09/00	0:25	0.00	147.50
12/16/00	0:06	25.00	0.00
12/23/00	1:02	0.00	148.75
		359.75	1,103.70

End of Statement

SC00636

C_S

BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39530

Page 1

Win/Loss Statement for Account [REDACTED]
Rated Play From: 01/01/01 to: 12/31/01.

PORTEOUS, TOM
4801 NEYREY DR
MEATARIE, LA 70002 USA

Date	Hours	Patron Win	Patron Loss
01/17/01	0:10	20.00	0.00
01/31/01	0:25	27.50	0.00
02/26/01	0:22	125.25	0.00
04/07/01	0:44	138.75	0.00
04/20/01	0:01	7.50	0.00
04/26/01	0:03	16.25	0.00
05/04/01	0:02	3.75	0.00
05/23/01	0:05	58.75	0.00
05/27/01	0:21	46.25	0.00
06/08/01	0:18	212.50	0.00
06/15/01	0:02	13.75	0.00
06/30/01	0:06	0.00	0.00
07/08/01	0:02	12.50	0.00
07/23/01	0:03	12.50	0.00
07/31/01	0:02	1.25	0.00
08/21/01	0:04	31.50	0.00
08/29/01	2:02	0.00	187.50
09/02/01	0:01	1.25	0.00
09/23/01	0:02	6.25	0.00
10/31/01	1:06	0.00	88.25
11/02/01	0:01	1.25	0.00
		737.75	275.75

End of Statement

SC00637

3849

Jul 24 03 02:58p

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P.8

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BEAU RIVAGE
875 BEACH BLVD.
BILOXI, MS 39510

Page 1

Win/Loss Statement for Account [REDACTED]
Rated Play From: 01/01/02 to: 12/31/02.

ORTEOUS, TOM
4801 NEYREY DR
MEATARIE, LA 70002 USA

Date	Hours	Patron Win	Patron Loss
03/16/02	0:19	0.00	40.00
03/20/02	0:06	0.00	25.00
04/03/02	0:16	0.00	78.75
05/22/02	0:23	0.00	20.00
05/25/02	0:08	0.00	5.50
		0.00	169.25

End of Statement

SC00638

7/24/03
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06/26/02 09:50
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BEAU RIVAGE
Patron Transaction Report

Page 1
OLL

Patron#: ██████████ PORTEOUS, TOM

Acct	Type	Stat	Loc.	Issued	Refer.#1	Refer.#2	Amount	Balance
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PNTS	SLOT	ISSD	21370	040302	56312397		7	893
PNTS	SLOT	ISSD	21415	040302	56311835		14	886
PNTS	SLOT	ISSD	21284	032002	55431210		4	872
PNTS	SLOT	ISSD	21283	032002	55430976		2	868
PNTS	SLOT	ISSD	21395	031602	55173571		18	866
PNTS		ISSD	021266	103101	47276010		15	848
PNTS		ISSD	021267	103101	47275443		3	833
PNTS		ISSD	021267	103101	47275077		10	830
PNTS		ISSD	021268	103101	47274702		6	820
PNTS		ISSD	020794	103101	47274240		14	814
PNTS		ISSD	021054	103101	47273641		6	800
PNTS		ISSD	021289	103101	47272834		25	794
PNTS	SLOT	ISSD	021290	092301	45078023		1	769
PNTS	SLOT	ISSD	021291	090201	43867890		1	768
PNTS	SLOT	ISSD	021288	082901	43598550		4	767
PNTS	SLOT	ISSD	021288	082901	43598373		5	763
PNTS	SLOT	ISSD	021288	082901	43598373		16	758
PNTS	SLOT	ISSD	021369	082901	43593972		8	742
PNTS	SLOT	ISSD	021285	082901	43592623		15	734
PNTS	SLOT	ISSD	021285	082901	43591300		10	719
PNTS	SLOT	ISSD	021285	082901	43590536		6	709
PNTS	SLOT	ISSD	021376	082901	43589974		9	703
PNTS	SLOT	ISSD	021376	082901	43589620		6	694
PNTS	SLOT	ISSD	021287	082901	43588484		5	688
PNTS	SLOT	ISSD	021286	082901	43588020		22	683
PNTS	SLOT	ISSD	021270	082901	43587162		12	661
PNTS	SLOT	ISSD	021287	082901	43584467		7	649
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PNTS	SLOT	ISSD	021287	082901	43583049		3	615
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PNTS	SLOT	ISSD	021291	082101	43104513		1	606
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PNTS	SLOT	ISSD	021292	072301	41363853		1	604
PNTS	SLOT	ISSD	021291	072301	41362163		1	603
PNTS	SLOT	ISSD	021289	070801	40462164		7	602
PNTS	SLOT	ISSD	021289	063001	39954415		1	595
PNTS	SLOT	ISSD	021291	061501	39054528		12	594
PNTS	SLOT	ISSD	021282	060801	38629829		6	582
PNTS	SLOT	ISSD	021280	060801	38629332		6	576
PNTS	SLOT	ISSD	021284	052701	37971447		8	570
PNTS	SLOT	ISSD	020052	052701	37968920		6	564
PNTS	SLOT	ISSD	021268	052701	37967880		8	560
PNTS	SLOT	ISSD	021282	052301	37724130		1	556
PNTS	SLOT	ISSD	021279	050401	36724287		3	550
PNTS	SLOT	ISSD	021292	042601	36305756		1	549
PNTS	SLOT	ISSD	021292	042001	35907505		15	546
PNTS	SLOT	ISSD	021291	040701	35253377		21	545
PNTS	SLOT	ISSD	020053	040701	35221957		9	530
PNTS	SLOT	ISSD	020052	040701	35221155		9	509
PNTS	SLOT	ISSD	021269	022601	33045386		18	500

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SC00639

06/26/02 09:50
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BEAU RIVAGE
 Patron Transaction Report

Page 2
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Patron#: ██████████ PORTEOUS, TOM

Acct	Type	Stat	Loc.	Issued	Refer.#1	Refer.#2	Amount	Balance
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PNTS	SLOT	ISSD	021265	122300	29265008		3	441
PNTS	SLOT	ISSD	021265	122300	29264826		88	438
PNTS	SLOT	ISSD	020055	121600	28935988		7	350
PNTS	SLOT	ISSD	020916	120900	28590881		61	343
PNTS	SLOT	ISSD	021267	120900	28588695		4	282
PNTS	SLOT	ISSD	021266	102900	26578110		4	278
PNTS	SLOT	ISSD	021266	102900	26576813		4	274
PNTS	SLOT	ISSD	020052	100100	25084413		6	270
PNTS	SLOT	ISSD	021263	093000	25082253		13	264
PNTS	SLOT	ISSD	021245	093000	25080117		50	251
PNTS	SLOT	ISSD	021237	093000	25049870		18	201
PNTS	SLOT	ISSD	021268	093000	25030992		6	183
PNTS	SLOT	ISSD	021243	093000	25019858		33	177
PNTS	SLOT	ISSD	021242	092900	25018813		23	144
PNTS	SLOT	ISSD	021287	083100	23568891		1	121
PNTS	SLOT	ISSD	021286	083100	23567778		2	120
PNTS	SLOT	ISSD	021245	082000	23040279		33	118
PNTS	SLOT	ISSD	021236	082000	23037869		15	85
PNTS	SLOT	ISSD	021288	082000	23036639		25	70
PNTS	SLOT	ISSD	021237	081300	22696609		2	45
PNTS	SLOT	ISSD	021237	081300	22696403		21	43
PNTS	COMP	ISSD	CB08	081300	00430371		-1200	22
PNTS	SLOT	ISSD	021236	081300	22694418		4	1222
PNTS	SLOT	ISSD	021236	081300	22694278		88	1218
PNTS	SLOT	ISSD	021056	081300	22690509		22	1130
PNTS	SLOT	ISSD	010256	081300	22689427		28	1108
PNTS	SLOT	ISSD	021242	081300	22688314		56	1080
PNTS	SLOT	ISSD	021242	081300	22683845		12	1024
PNTS	SLOT	ISSD	021242	081300	22682898		34	1012
PNTS	SLOT	ISSD	021242	081300	22681350		20	978
PNTS	SLOT	ISSD	030121	072300	21725317		9	958
PNTS	SLOT	ISSD	021284	072300	21723195		26	949
PNTS	SLOT	ISSD	010438	072300	21720021		3	923
PNTS	SLOT	ISSD	010438	072300	21719818		4	920
PNTS	SLOT	ISSD	021287	071800	21506807		48	916
PNTS	SLOT	ISSD	021287	071800	21505230		12	868
PNTS	SLOT	ISSD	021288	071500	21285253		21	856
PNTS	SLOT	ISSD	020938	071500	21284822		9	835
PNTS	SLOT	ISSD	021244	071400	21279376		33	826
PNTS	SLOT	ISSD	021250	071400	21277826		58	793
PNTS	SLOT	ISSD	021240	071400	21274858		5	735
PNTS	SLOT	ISSD	020916	062800	20465730		9	730
PNTS	SLOT	ISSD	020917	062800	20465460		2	721
PNTS	SLOT	ISSD	020933	062800	20464940		3	719
PNTS	SLOT	ISSD	020935	062800	20464713		5	716
PNTS	SLOT	ISSD	020011	041600	16651258		5	711
PNTS	SLOT	ISSD	021242	041600	16650438		5	706

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SC00640

06/26/02 09:50
KKCTRPNTBEAU RIVAGE
Patron Transaction ReportPage 3
OLL

Patron#: ██████████ PORTEOUS, TOM

Acct	Type	Stat	Loc.	Issued	Refer.#1	Refer.#2	Amount	Balance
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PNTS	SLOT	ISSD	030120	041500	16645046		63	668
PNTS	SLOT	ISSD	020172	041500	16641256		5	605
PNTS	SLOT	ISSD	020172	041500	16641015		5	600
PNTS	SLOT	ISSD	021239	041400	16588618		21	595
PNTS	SLOT	ISSD	021239	041400	16587762		9	574
PNTS	SLOT	ISSD	021239	041400	16586102		3	565
PNTS	SLOT	ISSD	021061	041400	16565478		14	562
PNTS	SLOT	ISSD	040195	041300	16540133		132	548
PNTS	SLOT	ISSD	021248	041300	16521300		42	416
PNTS	SLOT	ISSD	020013	041300	16508546		9	374
PNTS	SLOT	ISSD	020013	041300	16507419		24	365
PNTS	SLOT	ISSD	021068	030800	14565664		10	341
PNTS	SLOT	ISSD	021239	030800	14565218		7	331
PNTS	SLOT	ISSD	020738	072099	04254586		63	324
PNTS	SLOT	ISSD	020671	072099	04253060		36	261
PNTS	SLOT	ISSD	020920	072099	04251918		57	225
PNTS	SLOT	ISSD	020037	072099	04219724		48	168
PNTS	SLOT	ISSD	020037	072099	04218978		33	120
PNTS	SLOT	ISSD	020904	041799	01103120		3	87
PNTS	SLOT	ISSD	020909	041799	01102803		6	84
PNTS	SLOT	ISSD	010225	041799	01102654		14	78
PNTS	SLOT	ISSD	010223	041799	01101928		8	64
PNTS	SLOT	ISSD	020907	041799	01101471		46	56
PNTS	SLOT	ISSD	020038	041699	01034332		10	10

End of Report

SC00641

Gabriel Thomas Podolski, Jr. Net Settlement/Win/Loss for Casino Period: 3/2000 - 12/2001				
Beau Rivage	4/13/2000	100.00		
Beau Rivage	4/15/2000	400.00		
Beau Rivage	7/14/2000	900.00		1,400.00
Treasure Chest	4/8/2000	500.00		
Treasure Chest	5/11/2000	300.00		
Treasure Chest	5/27/2000	83.00		
Treasure Chest	6/2/2000		(30.00)	
Treasure Chest	6/6/2000	80.00		
Treasure Chest	7/8/2000		(276.00)	
Treasure Chest	7/27/2000		(3,900.00)	
Treasure Chest	8/27/2000		(28.00)	
Treasure Chest	10/20/2000		(90.00)	
Treasure Chest	11/3/2000		(177.00)	
Treasure Chest	11/6/2000		(2,900.00)	
Treasure Chest	12/7/2000	765.00		
Treasure Chest	2/10/2001	10.00		
Treasure Chest	3/2/2001		(500.00)	
Treasure Chest	3/10/2001		(60.00)	
Treasure Chest	3/19/2001		(10.00)	(6,233.00)
Casino Magic	9/15/2000		(2,530.00)	
Casino Magic	10/13/2000	780.00		(1,750.00)
Grand Casino Biloxi	4/16/2000	3.75		3.75
Caesar's Tahoe	12/26/2000	1,350.00		1,350.00
Grand Gulfport	4/28/2000		(44.05)	
Grand Gulfport	4/29/2000	470.00		
Grand Gulfport	6/27/2000	805.00		
Grand Gulfport	6/28/2000	44.15		
Grand Gulfport	7/18/2000	71.25		
Grand Gulfport	8/19/2000		(200.00)	
Grand Gulfport	8/20/2000		(118.75)	
Grand Gulfport	2/16/2001		(39.50)	
Grand Gulfport	2/26/2001		(20.00)	
Grand Gulfport	2/27/2001		(1,972.05)	(1,003.95)
TOTAL:		\$ 6,662.15	\$ (12,895.35)	\$ (6,233.20)

10:23 1 DEWAYNE J. HORNER, DULY SWORN, TESTIFIED:
2 DIRECT EXAMINATION
3 BY MR. WOODS:
4 Q. Mr. Horner, state your name for the Committee, please.
10:23 5 A. DeWayne, D-E, capital W-A-Y-N-E; middle initial J; Horner,
6 H-O-R-N-E-R.
7 Q. Can you speak up, because this room doesn't have the best
8 sound quality?
9 How are you employed, sir?
10:24 10 A. I'm a special agent with the Federal Bureau of
11 Investigation.
12 Q. How long have you been so employed?
13 A. Approximately 13 years.
14 Q. All right. What's your educational background?
10:24 15 A. I attained a Bachelor's degree from the University of North
16 Dakota and a law degree from the University of North Dakota,
17 and I'm licensed to practice law in the State of North Dakota.
18 JUDGE LAKE: Can you speak up? I'm having trouble
19 hearing you.
10:24 20 THE WITNESS: Okay.
21 A. I'm licensed to practice law in the State of North Dakota.
22 CHIEF JUDGE JONES: Can you move the mic little
23 closer?
24 BY MR. WOODS:
10:24 25 Q. Tap it. See if it's on.

Cheryll K. Barron, CSR, CM, FCRR

HP Exhibit 338

10:24 1 A. (Complies.)
2 Q. It's on.
3 Did you enter the FBI out of law school or did
4 you practice law before?
10:24 5 A. No. I practiced law in North Dakota for about four and a
6 half years before I entered on duty with the bureau.
7 Q. And how long have you been in New Orleans?
8 A. I've been in New Orleans all 13 years.
9 Q. Okay. Were you the case agent that was assigned to the
10:24 10 Department of Justice Public Integrity's investigation of
11 Judge Wayne Porteous [sic]?
12 A. Yes, I was.
13 Q. During the course of that investigation, were grand jury
14 subpoenas issues?
10:25 15 A. Yes, they were.
16 Q. And were records obtained?
17 A. Yes.
18 Q. Was a log kept of all the records that were obtained
19 through grand jury subpoenas?
10:25 20 A. Yes.
21 Q. And let me show you what has been marked for identification
22 purposes as Exhibit Number 78.
23 MR. WOODS: Your Honors, this is a grand jury subpoena
24 log.
10:25 25 BY MR. WOODS:

10:25 1 Q. Mr. Horner, how did you and the Department of Justice
2 coordinate the issuance of the subpoenas, the receipt of the
3 documents, and how each kept a separate copy?
4 A. Well, what would happen was the subpoena would be prepared
10:25 5 by the Department in Washington and then it would be sent down
6 to me in New Orleans and I would serve the subpoena on, you
7 know, whoever needed it, whoever needed the subpoena.
8 And then, when the records came in -- sometimes
9 the records would go straight to Washington and then they would
10:26 10 copy -- or they would send me the records and keep a copy. And
11 if the records came to me in New Orleans, what we would do here
12 is we would keep the records that were submitted, we would copy
13 them, and then send copies to the Department in Washington.
14 Some of the subpoenas were served by the
10:26 15 Department in Washington. So, I didn't serve every one of
16 them; but I served a lot of them.
17 Q. But you received a copy of the documents that were returned
18 on --
19 A. Right.
10:26 20 Q. -- by all the subpoenas, right?
21 A. Right. Yeah, we received copies of all documents returned
22 on all the subpoenas.
23 Q. And does the grand jury subpoena log indicate to whom the
24 subpoena was issued and the contact person or the custodian?
10:26 25 A. Right. It indicates who the subpoena was addressed to, the

10:26 1 contact person, the date it was served, whether or not records
2 were requested, and then the due date of the subpoena and the
3 date the records were received.

4 MR. WOODS: Your Honor, may it please the Court, we
10:26 5 would offer into evidence Exhibit Number 78, which is the grand
6 jury subpoena log.

7 We would then offer into evidence under Local
8 Rule 55, which we advised Porteous' counsel that we would
9 use -- we set out all of the documents we intended to use and
10:27 10 they came from these records of the subpoena, giving them an
11 authenticity basis. And we received no objection to the
12 records that were returned by grand jury subpoena. So, we
13 would offer the documents that are listed in this grand jury
14 subpoena log, which includes all of the bank and credit card
10:27 15 records that are in these underlying record boxes over next to
16 Judge Porteous, six of those.

17 And everything else that we provided to
18 Judge Porteous that were outside of those records, he has -- in
19 his custody he has grand jury testimony, he has 302's -- but
10:28 20 all of the documents that were used in the investigation, he's
21 been given. And he's been given the grand jury testimony and
22 the 302's, which is a memorandum of interview by the FBI. And
23 we would offer those into evidence.

24 And I understand Judge Porteous wants to object
10:28 25 to the grand jury testimony, under the rules. This -- as I

10:28 1 understand, this is an investigative committee that's charged
2 with gathering the evidence. The Department of Justice, as
3 part of their complaint, provided to us the grand jury
4 testimony pursuant to a Court order that allowed the grand jury
10:28 5 secrecy to be violated and provided to us. And we will have
6 the witnesses here to testify, and we would also ask that the
7 grand jury testimony of each witness be offered into -- be
8 admitted into evidence, also.

9 The judge will have full ability to question the
10:29 10 witnesses from the testimony. He's had the testimony for
11 several weeks. And, so, I believe that covers the documents
12 that we want to offer into evidence. And Judge Porteous
13 represented to me this morning that the only objection he had
14 was to the grand jury testimony.

10:29 15 JUDGE LAKE: Mr. Woods, I'm not clear exactly what
16 you're offering. I understand you're offering Exhibit 78,
17 which is the log.

18 MR. WOODS: Yes, sir.

19 JUDGE LAKE: What other exhibits by number are you now
10:29 20 offering?

21 MR. WOODS: Everything in the exhibit list that we
22 have provided the Court.

23 JUDGE LAKE: Well, would that be 1 through 77?

24 MR. WOODS: I believe it goes up into the 80's, your
10:29 25 Honor.

10:29 1 JUDGE BENAVIDES: 1 through 90 and -- 1 through 68 to
2 71 and then 78 and 90?

3 MR. FINDER: Through 90.

4 MR. WOODS: How many? 90?

10:29 5 We have 90 exhibits, your Honor.

6 JUDGE LAKE: Okay.

7 MR. WOODS: Now, some of those are -- for example, the
8 immunity order for various witnesses, those will be offered
9 through each witness to prove up. But we've provided those to
10:30 10 the judge; and, so, he had time to look, examine, and object to
11 those previously.

12 CHIEF JUDGE JONES: Were the casino records part of
13 those records before the grand jury?

14 MR. WOODS: Yes, your Honor. And those have been
10:30 15 provided to the judge, along with credit card records and bank
16 records.

17 CHIEF JUDGE JONES: All right, sir.

18 Any response, Mr. Porteous?

19 JUDGE PORTEOUS: Yes, your Honor. I do object to the
10:30 20 grand jury transcripts being entered. It's hearsay. The rules
21 of evidence pursuant to the documentation, how we are to
22 proceed, indicate that the Federal Rules of Evidence are
23 applicable. And I understand counsel's desire to get them in,
24 but I have -- I have -- it's 10F, as I recall, your Honor. I
10:30 25 could be incorrect. Rules of Evidence, that's it; 10F.

10:31 1 CHIEF JUDGE JONES: You know, you've got a pretty good
2 recall for a man who is incapable of assisting in his own
3 defense here.

4 JUDGE PORTEOUS: Well, your Honor, I'm forced to do
10:31 5 that. And I note with interest that that was not even an issue
6 I raised with you, but it's apparently sua sponte been
7 determined by you.

8 CHIEF JUDGE JONES: Just a sidebar comment.

9 JUDGE LAKE: We're going to admit all the exhibits.
10:31 10 We're going to admit the grand jury testimony for the limited
11 purposes of establishing the authenticity of those documents.
12 We'll determine whether they're admissible for other purposes
13 if and when Mr. Woods calls the persons who testified before
14 the grand jury. Because if they've testified, that would
10:31 15 potentially remove any hearsay objection.

16 MR. WOODS: Yes, your Honor.

17 JUDGE PORTEOUS: Your Honor, might -- are you finished
18 with this witness?

19 MR. WOODS: Yes, I am.

10:32 20 JUDGE PORTEOUS: Might I have just a few questions?
21 I've never talked to this witness.

22 CHIEF JUDGE JONES: Certainly.

23 JUDGE PORTEOUS: Is he being called any further or is
24 this it?

10:32 25 MR. WOODS: Yes, Judge Porteous, he will be called

10:32 1 concerning the casino records; but right now it's solely just
2 to get the grand jury subpoena log into evidence.

3 JUDGE PORTEOUS: Well, no, it's to get all the
4 evidence into evidence.

10:32 5 MR. WOODS: Well, right, pursuant -- under the grand
6 jury subpoena log, which are designating the records.

7 JUDGE PORTEOUS: Since he's going to be recalled --
8 I'm sorry, your last name, agent?

9 THE WITNESS: Horner, H-O-R-N-E-R.

10:32 10 **CROSS-EXAMINATION**

11 BY JUDGE PORTEOUS:

12 Q. Agent Horner, you participated, I guess, as the head agent
13 in this particular matter, or one of the head agents?

14 A. Yes, I was one of them.

10:32 15 Q. Did you ever issue a subpoena to me for any records?

16 A. No.

17 Q. Did you ever ask me for any records and I denied giving
18 them to you?

19 A. No.

10:32 20 Q. Did you ever make any recordings involving me or have wire
21 taps of me?

22 A. Say that again.

23 Q. Have -- did you have recorded conversations from me or
24 wiretaps from me?

10:33 25 A. Where you are -- are you asking me whether you were one of

10:33 1 the people that was being recorded or were you the subject of a
2 conversation on a wire?

3 Q. Was I, first, recorded? Forget who -- was my phone lines
4 recorded in any fashion?

10:33 5 A. Which phones are you asking me about?

6 Q. Oh, for -- agent, my office, my home, okay?

7 A. No, sir.

8 Q. My cells?

9 A. Those were never the subject of a wiretap as far as I know.

10:33 10 Q. And you have no favorable evidence of anything about me at
11 all. Is that right?

12 A. Okay. Say that -- repeat that.

13 Q. Well, have you ever heard of Brady? Do you have any Brady
14 material that I would be entitled to that's not been provided?

10:33 15 A. No, sir.

16 Q. And you've looked for it?

17 A. I haven't looked for it, but I'm assuming somebody has.

18 Q. Well, who would that --

19 JUDGE BENAVIDES: Let me ask a question of the
10:34 20 witness. I'm a little confused.

21 For the relevancy of -- relevancy of Brady
22 becomes material upon the return of indictment under -- and the
23 obligation to present to a defendant favorable evidence or
24 evidence that might help them in their defense.

10:34 25 There has not been a criminal indictment, and I

10:34 1 don't know -- I'm just wondering the relevance and materiality
2 of questioning related to Brady when there is no criminal
3 indictment.

4 JUDGE PORTEOUS: You know, I agree with that
10:34 5 proposition, your Honor. But the complaint itself makes
6 reference to violations of Title 18 offenses.

7 JUDGE LAKE: Regarding the rule on that, furthermore,
8 even if Brady were applicable, the government can satisfy its
9 Brady obligations by producing all of its documents, which it
10:34 10 has done here.

11 JUDGE PORTEOUS: Well, except that this agent doesn't
12 know if they've gone through it to find any Brady.

13 JUDGE LAKE: Pardon me?

14 JUDGE PORTEOUS: This agent cannot tell me he went
10:35 15 through it to find any Brady.

16 JUDGE LAKE: He's produced the universe of documents.
17 Any Brady documents would be subsumed within that universe.
18 That satisfies the Brady obligation, assuming one existed.

19 BY JUDGE PORTEOUS:

10:35 20 Q. So, all the evidence that are in these boxes is all the
21 evidence you have?

22 A. Well --

23 MR. WOODS: May I clarify one point?

24 These are the relevant documents relating to
10:35 25 Porteous, your Honor. It's my understanding the Department of

0:35 1 Justice had other documents under that grand jury subpoena log,
2 which weren't really relevant to this complaint.

3 JUDGE PORTEOUS: See, I have no way to know that
4 because I've never seen them.

10:35 5 CHIEF JUDGE JONES: As you know, Judge Porteous, the
6 grand jury investigation included a lot of people over a course
7 of years. So, we have no reason to question if the Justice
8 Department has produced those that are relevant to you.

9 JUDGE PORTEOUS: You mean people on call here for this
10:36 10 hearing?

11 CHIEF JUDGE JONES: There were people, I'm sure, who
12 are on call. There are people who pled guilty and served jail
13 time as a result of this investigation. So, I don't see why
14 those documents have anything to do with you or why they should
0:36 15 have been produced.

16 JUDGE PORTEOUS: Well, again, we're using -- I
17 understand. I'll -- okay, your Honor.

18 CHIEF JUDGE JONES: All right, sir.

19 MR. WOODS: We would call as our next witness Judge
0:36 20 Porteous.

21 JUDGE PORTEOUS: And, Judge, on that issue, I just on
22 Friday realized I was going to be given immunity and just
23 hadn't had time to adequately contemplate the testimony. I
24 mean, I've been working on everything else.

0:36 25 I would simply ask that I be given through today

10:36 1 to at least get my thoughts together before I am compelled to
2 testify. Mr. Woods had that immunity notice; and I just saw it
3 today, just saw it for the first time today.
4 MR. WOODS: It was provided on Friday, your Honor.
10:36 5 JUDGE PORTEOUS: Yeah, on Friday. I understand. No.
6 The log was provided on Friday.
7 MR. WOODS: Right.
8 JUDGE PORTEOUS: The document was not provided on
9 Friday; and you know that.
10:37 10 MR. WOODS: That's correct.
11 CHIEF JUDGE JONES: All right, sir. We're not going
12 to go crosswise with each other. Thank you very much.
13 JUDGE PORTEOUS: I'm sorry, Judge.
14 CHIEF JUDGE JONES: Mr. Finder will to respond.
10:37 15 MR. FINDER: Yes, thank you, Judge. Under the rules
16 under which we're operating, Rule 10C, Special Committee
17 Witness.
18 CHIEF JUDGE JONES: You want to speak up there?
19 MR. FINDER: Yeah, I'm sorry. I'll use the podium.
10:37 20 Is this better?
21 CHIEF JUDGE JONES: Yes.
22 MR. FINDER: "All persons who are believed to have
23 substantial information will be called as Special Committee
24 witnesses, including the complainant and the subject judge."
10:37 25 So, I think that there is no surprise here. It's

09:01 1 Regions out and try -- it appears that he was going to try to
2 work something out with the bank outside the bankruptcy.
3 Q. But that was between Judge Porteous and his lawyer.
4 That's -- you were not included --
09:02 5 A. No.
6 Q. -- nor was your bank, were you?
7 A. No, we were not in those discussions.
8 MR. FINDER: I have nothing else.
9 JUDGE BENAVIDES: Judge Porteous?
09:02 10 JUDGE PORTEOUS: (Indicating).
11 CHIEF JUDGE JONES: All right.
12 JUDGE LAKE: You're excused. Thank you, sir. You may
13 go. Thank you.
14 THE WITNESS: That's it?
09:02 15 CHIEF JUDGE JONES: Yes, sir. Thank you.
16 MR. WOODS: Thank you, Mr. Butler.
17 MR. FINDER: Thank you.
18 MR. WOODS: The Committee would call Wayne Horner.
19 JUDGE LAKE: Agent Horner, you're reminded that you're
09:02 20 still under oath.
21 DEWAYNE HORNER, DULY SWORN, TESTIFIED:
22 DIRECT EXAMINATION
23 BY MR. WOODS:
24 Q. Mr. Horner, just to refresh the Committee's memory --
09:02 25 memory, you were the case agent on this case. Is that correct?

09:02 1 A. That's correct.
2 Q. And over the past year or two or even prior to that, have
3 you been working with the records from the casinos to determine
4 the amount of markers that the judge took out after his
09:03 5 bankruptcy in March of '01?
6 A. Yes, I have.
7 Q. And you've been working with your own copy and have made
8 notes on your own copy. Is that correct?
9 A. That's correct.
09:03 10 Q. And you were just provided this morning, I believe, with
11 the Bates stamped copy of the exhibits which we're going to ask
12 you to use with the Elmo to show the Court so that the Court
13 can follow in its notebooks of the exhibit numbers. So, feel
14 free to use your notes and coordinate with the Bates stamped
09:03 15 copy.
16 And if you would, describe for the Court first
17 how you obtained the records and what discussions you had with
18 the casinos to understand their records and get an explanation
19 of what they had provided you so that you could determine when
09:04 20 the markers were issued, when they were repaid, what wins and
21 what losses he had at each of the casinos.
22 A. Well, what we would do is we would issue a subpoena to the
23 casino. They would gather the records and then they would call
24 and we generally go out and pick the records up. And we would
09:04 25 bring them back to the office.

09:04 1 We would go through them. Because they're very
2 confusing records, then we would, you know, gather our
3 questions together and then we generally would go back to the
4 casino with the records. And with the person from the casino,
09:04 5 sit down with them and go through the records and have them
6 explain to us exactly what -- what everything meant.
7 Q. Based on that process, do you feel that you understand the
8 records and can explain the markers, when they were obtained,
9 and when they were repaid?
09:04 10 A. Yeah, I've got a general, pretty good sense of the records.
11 Now, there's certain nuances to each casino and -- and, you
12 know, they use certain formulas to derive other information
13 that's in these records, that really probably isn't pertinent
14 to our case. But, you know, I mean, I understand the marker
09:05 15 process and the records regarding the markers.
16 Q. Okay. And you went to each of these casinos and talked
17 with people to explain the records?
18 A. That's correct.
19 Q. Okay.
09:05 20 A. Except for we never went to Caesars Tahoe or Caesars Vegas.
21 We didn't go out there.
22 Q. Okay. But you reviewed those records and you can testify
23 from them about the charges that are on those records?
24 A. Yes, I can.
09:05 25 Q. Okay. Now, I'm going to reoffer through you Exhibits 48,

09:05 1 which is Caesars Palace records; 49, which is Grand Gulfport
2 records; 50, which is Caesars Lake Tahoe records; 51, which is
3 Beau Rivage records; 52, which is Harrah's records; 53, which
4 is Casino Magic records; and 54, Treasure Chest records; and
09:05 5 55, Isle of Capri Casino records; 56, Grand Biloxi records; and
6 57, Boomtown records.

7 Are those the casinos which you obtained records
8 and that you talked to, all except for the ones in Vegas and
9 Tahoe?

09:06 10 A. That's correct.

11 Q. Okay. Now, if you would, Mr. Horner, if you would start
12 with whatever record you want to start with so that you can
13 explain best to the Committee the -- let's start with the
14 markers that were obtained by Judge Porteous that's enumerated
09:06 15 in the complaint.

16 A. Okay. What I'll do is I'll go through the markers
17 obtained, first; and then we'll go through the gaming losses
18 for the purposes of the year prior to bankruptcy.

19 Q. Okay. Good.

09:06 20 And feel free to use your own personal copy,
21 which you made notes on; but if you would, tie it in with a
22 Bates number from each exhibit so that the record will be
23 accurate when the record is completed.

24 A. Okay.

09:06 25 Q. And feel free to stand at the Elmo and describe these in

09:07 1 whatever manner you feel is best appropriate so the Committee
2 and Judge Porteous will understand these.
3 A. Okay. The first -- the first item would be the \$8,000 --
4 \$8,000 in markers taken from August 20th to August 21st, 2001,
09:08 5 at the Treasure Chest Casino in Kenner, Louisiana. And you can
6 see that --
7 Q. Let me interrupt you just one minute.
8 A. Okay.
9 Q. When we speak of -- which casino? Treasure Chest?
09:08 10 A. Treasure Chest in Kenner.
11 Q. This is from Exhibit 54?
12 A. Right.
13 Q. And if you would, refer to the Bates stamps.
14 A. Bates Number 1439 --
09:08 15 Q. Thank you.
16 A. -- is the page, 1439.
17 So, you can see that right -- right there, you
18 can see on 8-20-01. You can see where it says "MRK"? That's
19 the symbol for "marker." And you can see it was taken on
09:09 20 8-20-01 in the amount of \$1,000 and it was paid back on 8-20,
21 the same day.
22 And "CHP" means "chips." So, he gave the casino
23 a thousand dollars in chips when he paid it back. So, that was
24 the first marker taken.
09:09 25 And, then, if you go down the line --

09:09 1 Q. We're still at Treasure Chest?
2 A. We're still at Treasure Chest. This is Bates Number 1438,
3 the next page. You can just go right up the line.
4 8-20-01 he took another marker. 8-20-01 is
09:09 5 another marker, paid it back on the same date, with chips.
6 JUDGE BENAVIDES: Excuse me, counsel. I can't -- it's
7 so small I can't see it. So, if you'll give me a chance to
8 find the exhibit.
9 MR. WOODS: Yes.
09:10 10 THE WITNESS: It's --
11 MR. WOODS: Hold up a second so that they can go to
12 Exhibit 54, Treasure Chest Casino.
13 JUDGE LAKE: If you raise it or blow it up, we might
14 be able to see it.
09:10 15 Thank you.
16 BY MR. WOODS:
17 Q. And then, Agent Horner, if you would --
18 JUDGE BENAVIDES: That helps considerably.
19 BY MR. WOODS:
09:10 20 Q. And, then, if you would, refer to the Bates stamp so that
21 the Committee can look at their notebooks.
22 A. Right. This is 1438.
23 Q. At exhibit 54?
24 A. Does that help at all either?
09:10 25 So, you can see right under the ruler, 8-20-01 is

09:10 1 the marker. And "MRK" is the symbol for "marker." You can see
2 it's a thousand dollars, and the payment on 8-20-01.

3 And if you go right up the chain, this is
4 actually the third marker, taken 8-20-01, of another thousand
09:11 5 dollars; and it was paid back on 8-20, the same day, with
6 chips.

7 And the fourth marker on the date -- or this is
8 actually the next day, August 21st of 2001. There was a
9 thousand dollar marker taken; and that also was paid back on
09:11 10 the same date, the 21st, with chips.

11 And you move up to the -- I believe, the sixth
12 marker, same day, 8-20-01. And this was paid back in cash on
13 September 15th, '01.

14 MR. FINDER: 8-21?

09:12 15 THE WITNESS: 8-21 was when the marker was taken. It
16 was paid back September 15th.

17 A. Then, the next marker in the series, August 21st, 2001,
18 another thousand dollars, paid back in cash on September 9th of
19 2001.

09:12 20 And, then, the next marker, 8-21-01, another
21 thousand dollars, paid back with chips on August 21st.

22 And then the last marker in the series,
23 August 21st, '01, a thousand, paid back in cash on
24 September 9th of '01.

09:12 25 So, that's \$8,000 in markers from August 20th

09:12 1 through the 21st, 2001. And on the trip, when Judge Porteous
2 left the casino on August 21st, he owed \$3,000. Okay? So, he
3 had an outstanding balance, which he paid back September 9th
4 and September 15th.

09:13 5 So, we go to -- the next casino is Harrah's.

6 MR. WOODS: Harrah's is Exhibit 52.

7 A. The next gaming trip was September 28th, 2001, at Harrah's
8 Casino in New Orleans. And you can see --

9 BY MR. WOODS:

09:14 10 Q. If you would, refer to the Bates stamp on the page.

11 A. The Bates number is 1314.

12 MR. WOODS: Out of Exhibit Number 52.

13 A. And you can see right here he took a thousand dollars on
14 September 28th, '01, and then he paid it back with a check on
09:15 15 the same day, September 28th, '01.

16 And then he took another marker, a thousand
17 dollars, September 28th, '01. See the date right there? And
18 then he paid it back September 28th, '01, with a check, with --
19 a "CCK," that's a check redeemed.

09:15 20 So, he took \$2,000 in markers and -- actually,
21 the check, he wrote -- or the check cleared the bank on
22 October 28th, '01. So, when he left September 28th, '01, he
23 owed Harrah's \$2,000. And he paid them back on October 28th,
24 '01.

09:15 25 CHIEF JUDGE JONES: Now, where do you get that date?

09:15 1 THE WITNESS: Way over on the right here, where it
2 says --
3 CHIEF JUDGE JONES: Oh, I see.
4 THE WITNESS: -- "Deposit Cleared." 10-28-01 is the
09:16 5 day the check cleared.
6 CHIEF JUDGE JONES: Mr. Horner --
7 THE WITNESS: Yes.
8 CHIEF JUDGE JONES: -- would that -- if it says -- as
9 I read this, it says that it -- it appears to say that the
09:16 10 check was given out to -- for these markers on September 28,
11 the same as the date of the markers. And, so, I'm wondering
12 why there would have been a gap, whether that would have been
13 due to anything that Judge Porteous did or whether it would be,
14 you know, some reason that the casino was slow in depositing
09:17 15 the check or --
16 THE WITNESS: I think that that -- you're looking
17 under the column "Transaction"?
18 CHIEF JUDGE JONES: Yes.
19 THE WITNESS: I think that's the date the marker was
09:17 20 given, was September --
21 CHIEF JUDGE JONES: Yes. But the same date is there
22 under the check, too, right?
23 THE WITNESS: Right. Okay. So --
24 CHIEF JUDGE JONES: So, in other words, you have it --
09:17 25 you have the time here also. So, you have the first one at --

09:17 1 THE WITNESS: At 23:25, which is --
2 CHIEF JUDGE JONES: Twenty --
3 THE WITNESS: -- about 11:25.
4 CHIEF JUDGE JONES: Well, really the first one is
09:17 5 22:34.
6 THE WITNESS: Right. The first marker was at 22:34.
7 Well, the casino has the records as the --
8 that -- it says deposit or clear 10-28-01.
9 CHIEF JUDGE JONES: Right.
09:18 10 THE WITNESS: So, you know, checks -- checks don't
11 take a month to clear.
12 CHIEF JUDGE JONES: No.
13 THE WITNESS: So, they must have held on to the check.
14 CHIEF JUDGE JONES: Right.
09:18 15 THE WITNESS: Or he came in later and gave them the
16 check, because --
17 CHIEF JUDGE JONES: So --
18 THE WITNESS: -- because they didn't get paid till
19 October 28th is what they're saying.
09:18 20 CHIEF JUDGE JONES: Right. I mean, that's what their
21 records say but they --
22 THE WITNESS: Right.
23 CHIEF JUDGE JONES: I mean, is that their doing or his
24 request or --
09:18 25 THE WITNESS: You know, I don't know, because he had

09:18 1 credit at Harrah's. So, I -- he had -- he had \$2,000 credit at
2 Harrah's that -- he could -- he could leave owing \$2,000.
3 So --
4 A. And the next one was -- it's Treasure Chest, which is
09:19 5 Exhibit --
6 BY MR. WOODS:
7 Q. Fifty-four.
8 A. -- 54 and it's Bates Number 1437. And it's a thousand
9 dollar marker taken -- taken on October 13th, 2001. If you
09:19 10 look --
11 JUDGE BENAVIDES: It takes us a little while to
12 locate. Did you say 1437?
13 THE WITNESS: Right, 1437.
14 MR. WOODS: Out of Exhibit 54.
09:19 15 JUDGE BENAVIDES: I've got it.
16 A. So, if you look, he took two \$500 markers on that day,
17 which equal a thousand. And they were both paid back on the
18 same date, with chips.
19 BY MR. WOODS:
09:20 20 Q. Were there entries at the top of that page, Mr. Horner?
21 A. Right. And then we'll go to October --
22 Q. Oh, I see. You're going through the complaint by date?
23 A. Right.
24 Q. And you'll come back to that?
09:20 25 A. Right.

09:20 1 Q. Okay. That's fine.
2 A. Then we go to the next day or -- the next gaming trip is
3 October 17th and 18th, 2001, again at the Treasure Chest. And
4 this is the same Bates Number 1437 and the same exhibit.

09:20 5 So, if you look at October 17th, you can see
6 there's a thousand dollar marker; and that one was paid back
7 with a check on November 9th. See, the next marker, October
8 17th, of a thousand; and that was paid back in a series of
9 transactions, \$200 in cash and an \$800 check.

09:21 10 JUDGE BENAVIDES: You said October 9th. That looks
11 like November the 9th --
12 THE WITNESS: Excuse me. November the 9th.
13 JUDGE BENAVIDES: -- the payback.

14 A. Then, the next marker, October 17th, '01, paid back with
09:21 15 chips on October 17th.
16 Next marker, October 17th, '01, in the amount of
17 \$500, paid back with chips on the same day, of 500.

18 JUDGE LAKE: So, how much did he leave the casino
19 owing?
09:21 20 THE WITNESS: On that trip, he left owing \$4,400.
21 JUDGE LAKE: Thank you.

22 A. Another \$500 marker.
23 BY MR. WOODS:
24 Q. You're still on October 17th?
09:22 25 A. Right.

09:22 1 Q. That's how you're coming up with that \$4,000 figure?
2 A. Right. And it's Bates 1436 this time.
3 Another \$500 marker, paid back on November 9th
4 with cash.
09:22 5 Another thousand dollar marker, paid back with
6 cash on November 9th of '01.
7 CHIEF JUDGE JONES: And you're talking still from the
8 October 17 --
9 THE WITNESS: Right.
09:22 10 CHIEF JUDGE JONES: Right. I see that.
11 THE WITNESS: Still the October 17th. It's actually
12 the October 17th and 18th trip.
13 CHIEF JUDGE JONES: Right.
14 A. Then we move up. Again, October 17th, '01, a \$500 marker
09:22 15 taken, paid back in cash on November 9th.
16 And, then, the last marker in the series,
17 October 18th of '01, amount of \$400, paid back in cash on
18 November 9th, of \$400.
19 So, he left owing \$4400, which he paid back with
09:23 20 a series of cash and checks.
21 CHIEF JUDGE JONES: Did your review of casino records
22 indicate that these markers were paid with other gambling
23 winnings?
24 THE WITNESS: Well --
09:23 25 CHIEF JUDGE JONES: Could you draw a conclusion about

09:23 1 that fact?

2 THE WITNESS: No, we couldn't. It was too hard to
3 track the cash back and forth like that.

4 BY MR. WOODS:

09:23 5 Q. But to follow up on Judge Jones' question, there are
6 records indicating the amount of wins and amount of losses at
7 the casinos?

8 A. Right. Right.

9 And with all the machinations of the cash,
09:23 10 because he was pulling cash from the cash machine, he was
11 gambling, and we just couldn't -- it was too hard to tell, you
12 know, what cash he had in his pocket when -- when he went to
13 the casino.

14 CHIEF JUDGE JONES: Now, when you say "cash machine,"
09:24 15 do you mean an ATM?

16 THE WITNESS: ATM transaction. A lot of times what he
17 would do is stop at the ATM close to the casino and he'd draw
18 out some cash or --

19 CHIEF JUDGE JONES: Well, you either have to have a
09:24 20 bank card or a credit card. So, was that the Fleet Credit Card
21 or what?

22 THE WITNESS: No. It was the Bank One account. He
23 would draw money out of the Bank One account.

24 MR. WOODS: And we're going to have charts, your
09:24 25 Honors, showing the amount of money spent on gambling, charges

09:24 1 from credit cards and bank accounts. Mr. Fink will testify to
2 that.

3 A. Okay. This is the next trip, October 31st, 2001, to the
4 Beau Rivage Casino. And that's exhibit --

5 BY MR. WOODS:

6 Q. Fifty-one?

7 A. And it's going to be Bates Number 1198.

8 And you can see it starts October 31. He drew
9 from the pit 500; and then he draws again from the pit another
09:25 10 500, same day, October 31st, 2001; and he draws again at the
11 pit for another 500, October 31, 2001. He draws again from the
12 pit another 500, October 31, 2001. He draws another 500,
13 October 31, 2001; another 500 on November 1, 2001, which is
14 when he paid back the markers, 2500 in chips at the cage.

09:26 15 And you can see the day that he paid the markers
16 back, the 2500, he also drew another marker, 500 -- or he paid
17 that marker of 500, because he actually -- he actually owed
18 3,000.

19 In the complaint it says 2500 because the
09:26 20 complaint only covers October 31st. But this -- really this
21 trip was October 31st and November 1. So, October 31st, he --
22 he drew 2500 and November 1, he drew another 500 for a total of
23 3,000; and then he pays back the 3,000 total in chips, 2500 and
24 then another 500.

09:26 25 JUDGE LAKE: So, when he left on November 1, he didn't

09:26 1 owe anything?

2 THE WITNESS: When he left November 1, he didn't owe

3 anything.

4 JUDGE LAKE: All right.

09:27 5 THE WITNESS: I mean, when he left October 31st, he

6 owed 2500.

7 JUDGE LAKE: If you treat it as a two-day episode, he

8 borrowed 3,000 and paid it back?

9 THE WITNESS: Right.

09:27 10 JUDGE LAKE: All right.

11 THE WITNESS: But overnight he owed 2500.

12 JUDGE LAKE: Okay.

13 THE WITNESS: Because that's the way it is in the

14 complaint.

09:27 15 CHIEF JUDGE JONES: Mr. Horner, I haven't been in a

16 casino in many years; and I'm wondering how does this vary from

17 the ordinary person going in and gambling on an overnight stay?

18 THE WITNESS: As far as amounts or --

19 CHIEF JUDGE JONES: Well, ending up owing 2500 one

09:27 20 night and repaying it the next day. Could John Q citizen walk

21 into -- you said this was the Treasure Chest --

22 THE WITNESS: If you had --

23 CHIEF JUDGE JONES: -- or the Beau Rivage?

24 THE WITNESS: If you had established credit with the

09:27 25 Treasure Chest, you could do that.

09:27 1 CHIEF JUDGE JONES: So, it has -- so, it represents an
2 extension of credit?

3 THE WITNESS: Absolutely.

4 CHIEF JUDGE JONES: Because, otherwise, if you owe
09:28 5 them money at the end of the day, they're going to insist on
6 you paying it back --

7 THE WITNESS: Right.

8 CHIEF JUDGE JONES: -- that day?

9 THE WITNESS: You have to establish some kind of
09:28 10 credit line with the casino before they would let you do this.

11 CHIEF JUDGE JONES: Okay.

12 BY MR. WOODS:

13 Q. Well, to be fair, perhaps this is just from a late night of
14 the 31st into the early morning of the 1st?

09:28 15 A. Right, it could be that, too. He could have -- could have
16 been there past midnight.

17 JUDGE BENAVIDES: Because this casino doesn't have
18 times on it?

19 THE WITNESS: Right.

09:28 20 JUDGE BENAVIDES: Was there a withdrawal of money from
21 an ATM close in time to --

22 THE WITNESS: You know, I don't -- I can't answer that
23 right off the top of my head.

24 JUDGE BENAVIDES: Okay.

09:28 25 THE WITNESS: But we do have all the dates in -- I

09:28 1 think we have --
2 Jerry, do we have his ATM schedule?
3 MR. FINK: Yes.
4 THE WITNESS: We could look on the ATM schedule to see
09:28 5 when -- if he pulled money out on this date, from the ATM.
6 A. Okay. The next -- the next trip was again to the Treasure
7 Chest, November 27th, 2001. It was a \$2,000 trip.
8 And this is Bates 1436.
9 BY MR. WOODS:
09:29 10 Q. Still in Exhibit 54.
11 JUDGE BENAVIDES: Back two exhibits, I think.
12 CHIEF JUDGE JONES: No.
13 A. Actually, the marker, it appears on Page 1435. You can see
14 the marker there, a thousand dollars, November 27th, 2001.
09:29 15 And, then, he pays it back the same day, November 27th, 2001,
16 in chips. And, then, there's the second marker of a thousand
17 dollars, November 27th, 2001; and the payment is on Page 1436.
18 You can see where he pays in chips, a thousand dollars.
19 Now, this is something in the records that -- it
09:30 20 also lists this check here, 589. Now, that check was used to
21 pay off some other markers in the amount of \$1800. So, I don't
22 know why it appears there; but that check has already been used
23 up. And he didn't owe more than 2,000 at the time.
24 So, he borrowed 2,000 on November 27th of '01,
09:30 25 and paid it back in chips. So, he didn't owe them anything

09:30 1 when he left on that day. But the records indicate that there
2 was a check used to pay it and -- and that check was used to
3 pay off some previous markers we've already discussed.

4 BY MR. WOODS:

09:30 5 Q. That's the November 9th date --

6 A. Right.

7 Q. -- that was referenced earlier when he was paying off the
8 prior markers?

9 A. Right.

09:30 10 Then we go to Treasure Chest again.

11 Q. December 11th.

12 A. December 11th. It's a 2,000 -- \$2,000 trip. You can see
13 right there. That's the marker of a thousand dollars,
14 December 11th, 2001. It's paid back in chips on the same day.

09:31 15 There's the second marker of a thousand,

16 December 11th, 2001. That's paid back in chips on the same
17 date, December 11th, 2001. So, he was even when he left on
18 the -- on December 11th, 2001.

19 And then we go to Harrah's.

09:31 20 Q. Which is Exhibit 52.

21 A. This was a -- that was a thousand dollar trip.

22 MR. FINDER: What page number?

23 THE WITNESS: It's Page 1314.

24 A. You can see there's the thousand dollars in chips taken at
09:32 25 Harrah's on December 20th, '01; and then you can see where he

09:32 1 paid it back the same day, with a check.
2 CHIEF JUDGE JONES: But it cleared on January 19 of
3 '02.
4 THE WITNESS: Cleared 1-19-02.
09:32 5 CHIEF JUDGE JONES: Do you think -- do you have any
6 evidence that the deal here was that they would hold the check
7 and you could come back and you could try to win and then they
8 would tear up the check?
9 THE WITNESS: You know, I don't -- I don't know,
09:33 10 because he had credit at --
11 JUDGE BENAVIDES: If he had a line of credit that
12 exceeded the debt, then they wouldn't -- they wouldn't
13 necessarily be insistent that he pay right way. Would that be
14 correct?
09:33 15 THE WITNESS: That would be correct.
16 You know, I -- you know, I really don't know why
17 there's the delay between -- I don't know the answer to that
18 question, if it's just a recordkeeping thing or if they
19 actually held on to the check.
09:33 20 A. And, then, we go to February 12th, Grand Casino in
21 Gulfport.
22 BY MR. WOODS:
23 Q. It's Exhibit 49.
24 A. And this is Bates Number 1131.
09:34 25 You can see February 12th of 2002. You can see

09:34 1 the credit marker issued February 12th, 2002, in the amount of
2 \$1,000. You can see where it was paid back the same -- same
3 day, February 12th, 2002. So, he left owing zero on that -- on
4 that trip.

09:35 5 Then, if we go to the last one, it's the Grand
6 Casino Gulfport trip, July 4th and 5th, 2002. It's the same
7 Bates number, 1131.

8 If you go up to July 4th, 2002, you can see a
9 marker issued for a thousand dollars and then another marker
09:35 10 issued for a thousand dollars on the same day and then another
11 marker issued for a thousand -- or for 500 on the same day.

12 And then you can see where it's been redeemed.
13 \$2,000 -- I mean, \$500 has been paid back on July 5th, 2002.
14 Then you see where a thousand dollars has been paid back on
09:36 15 July 5th of 2002.

16 And then he took another marker on July 5th,
17 2002, of 300. And then he paid back a thousand on August 2nd
18 and then he paid back another 300 on August 2nd.

19 So, on that trip, he left owing \$1300. And you
09:37 20 can see there's the --

21 JUDGE BENAVIDES: Well, you still have another --
22 another \$1300 there on the same date, August the 2nd. That's
23 not a payback? It doesn't show minus. Or is that just the
24 balance? Above the -- above the minus 300 payment, you've got
09:37 25 that --

09:37 1 THE WITNESS: That's a balance figure.
2 JUDGE BENAVIDES: Okay. That's a balance.
3 THE WITNESS: Yeah. That's a balance. He owed 1300
4 when he left that day.
09:37 5 JUDGE BENAVIDES: So, he wasn't even at that point?
6 THE WITNESS: Which he -- which he paid back with a
7 personal check on August 11th.
8 JUDGE BENAVIDES: All right.
9 THE WITNESS: If you go way to the top of the page,
09:37 10 you can see there where the check is written. And it goes
11 over -- "PCHK," that's "personal check." That was the last
12 marker.
13 BY MR. WOODS:
14 Q. Okay. What you've done here is gone through the complaint
09:38 15 that lists all the markers that were taken out and shown the
16 date they were taken out and when they were paid back?
17 A. That's correct.
18 Q. And do you have a total that you figured up about how much
19 money he left various dates with owing?
09:38 20 A. It comes -- it comes to about \$14,000.
21 Q. Okay. And the complaint alleges that he took out markers
22 of \$31,000?
23 A. Right.
24 Q. So, out of those 31,000, he ended up owing 14,000 over a
09:38 25 period of time?

09:38 1 A. Right. When he -- he left the casino, he left balances
2 owing which, aggregated together, equal about \$14,000.

3 Q. Okay. Now, I believe in the complaint the Department of
4 Justice alleges the amount of his gambling wins and losses for
09:39 5 the year prior to filing bankruptcy, March 28th, '00, to
6 March 28, '01?

7 A. That's correct.

8 Q. And did you go through each of the casino records and, like
9 you did before, analyze the records and talk to the casino
09:39 10 personnel to understand them?

11 A. Yes, we did.

12 Q. Okay. And would you do the same thing with the Bates
13 stamped numbers, with the Elmo, that you've previously done on
14 your personal copies?

09:39 15 JUDGE LAKE: Where in the charge are you now?

16 MR. WOODS: Your Honor, in the -- I'm not sure it's in
17 the charge. It's in the complaint wherein the Department of
18 Justice alleges that the year prior to the filing of the
19 bankruptcy he had a certain amount of gambling losses; and that
09:39 20 references the bankruptcy filing where you're obligated to put
21 losses, including gambling losses, prior to filing the
22 bankruptcy.

23 THE WITNESS: It's Page 14, Paragraph 24, in the
24 complaint.

09:40 25 JUDGE LAKE: Thank you.

09:40 1 JUDGE BENAVIDES: So, is the --
2 JUDGE LAKE: You're going to show us how you got the
3 12,700?
4 THE WITNESS: Right.
09:40 5 A. And this is Bates Number 621 and --
6 BY MR. WOODS:
7 Q. Out of what exhibit number?
8 A. Out of Exhibit 30.
9 Q. Exhibit 30.
09:40 10 A. And this is kind of a summary chart that we came up with.
11 And I don't know how to -- I guess --
12 MR. FINDER: Here, let me. Can you see or shall we
13 make it bigger?
14 JUDGE BENAVIDES: A little bigger, please. That
09:41 15 helps.
16 JUDGE LAKE: Is this a summary of the various casino
17 records --
18 THE WITNESS: Right, this is a summary of the casino
19 records. And I'll go through each one, but you can see at the
09:41 20 Treasure Chest, the dates, whether he won or lost; Casino
21 Magic; Bay St. Louis; Grand Gulfport; Beau Rivage; Grand Casino
22 Biloxi.
23 And, then, when you take his net loss -- or his
24 gross gaming losses are \$12,895.35. That's the figure that we
09:41 25 came up with.

09:41 1 BY MR. WOODS:
2 Q. And that's in what column, wins or losses?
3 A. That's the loss column.
4 Q. Okay. And what's the amount --
09:41 5 A. He had winnings of \$5,312.15.
6 Q. Now, if you would, Agent Horner, if you would, just use an
7 example of one of the casinos and how they keep records of wins
8 and losses.
9 I don't think we need to go through each of the
09:42 10 casinos to trace your calculation; but I would like for the
11 Committee to understand what records are kept at the casinos to
12 show wins and losses.
13 A. Okay. These are going to be some daily win/loss documents
14 from the casino. So, this is out of the Treasure Chest, which
09:42 15 is --
16 BY MR. WOODS:
17 Q. 54.
18 A. -- 54. And it's going to be Bates Number 1410.
19 So, you can see that -- I'll just go through the
09:43 20 Treasure Chest because that's where he had the most gaming
21 activity.
22 JUDGE LAKE: That page that's on the screen now, I
23 don't see that in my book. Is that a new exhibit?
24 MR. WOODS: No, your Honor. That's a -- I believe
09:43 25 that's Exhibit 30. It is Exhibit 30 and --

09:43 1 JUDGE LAKE: Okay. It's the first page of Exhibit 30.
2 There's a last page of Exhibit 30.
3 MR. WOODS: Yes, sir.
4 JUDGE LAKE: It shows wins and net losses?
09:43 5 MR. WOODS: Yes.
6 JUDGE LAKE: Okay.
7 A. Okay. So, for example, on April 6th of '00, which is
8 included in the 3-28-00, 3-28-01 question, that's the question
9 that was asked on the bankruptcy form, regarding losses. You
10 can see that on April 6th of '00, just a few days after he
11 filed the schedule -- or actually filed the voluntary petition,
12 but three days before he actually files the schedule.
13 CHIEF JUDGE JONES: No. That was '01.
14 THE WITNESS: I mean '01.
09:43 15 CHIEF JUDGE JONES: You need to go down to '01.
16 A. You see he's got \$500 in winnings there. And you can
17 see -- on this trip, you can see where it shows --
18 BY MR. WOODS:
19 Q. Give us a Bates stamp number.
09:44 20 A. That's Bates 1410.
21 Q. Out of Treasure Chest?
22 A. Treasure Chest.
23 Q. Okay.
24 A. You can see on April 6th of '00, it shows a \$500 win.
09:44 25 JUDGE BENAVIDES: Was that April 11th or April -- you

09:44 1 said April 6th. Oh, I see what you're saying.

2 THE WITNESS: See?

3 JUDGE BENAVIDES: Oh, all right.

4 A. On April 6th, he won \$500 that -- on that day.

09:44 5 BY MR. WOODS:

6 Q. What did you understand from talking with the personnel at
7 the casinos; how do they keep the amount of wins and losses?

8 A. Well, it's -- it's all rated play. So, in order to be
9 rated, the casino has to know -- first of all, they have to
09:45 10 know who you are; and you have to have an account with them.

11 And when you come in, if you're not known to the
12 casino, if you're not somebody that they know, you have to tell
13 them that you want to be rated; and then you would give them
14 your account number.

09:45 15 And while you are playing, the pit boss is going
16 to be watching how much you're betting and how much you're
17 winning and how much you're losing. And, then, they keep those
18 records at the pit; and then those are translated to here.

19 Q. So, at the end of the day, if after playing at -- is this
09:45 20 blackjack?

21 A. This would be -- it's a pit game; so, that would be a card
22 game of some kind.

23 Q. Okay. So, at the end of the day, the pit boss has the
24 figures that he has kept --

09:45 25 A. Right.

09:45 1 Q. -- on the person who is asking to be rated?
2 A. Right.
3 Q. What's the purpose of being rated?
4 A. That's how they determine the value of your comps.
09:46 5 Q. So, you get comped with free rooms and free meals --
6 A. Right.
7 Q. -- based on your amount of gambling?
8 A. And also for tax purposes, too.
9 JUDGE BENAVIDES: Let me ask you a question. Does the
09:46 10 pit boss supervise more than one gaming table or one unit --
11 THE WITNESS: Uh-huh.
12 JUDGE BENAVIDES: -- of gaming, whatever it might be?
13 Is that correct?
14 THE WITNESS: Yeah.
09:46 15 JUDGE BENAVIDES: And I would assume, in a casino,
16 that there would be a number of rated people that they know at
17 any one time at different tables --
18 THE WITNESS: Well --
19 JUDGE BENAVIDES: -- all under the supervision of one
09:46 20 pit boss.
21 THE WITNESS: Well, not necessarily just one. There's
22 going to be other people in there that --
23 JUDGE BENAVIDES: I was going to say, how do you keep
24 track of --
09:46 25 THE WITNESS: Yeah -- no.

09:46 1 JUDGE BENAVIDES: -- everyone and ultimately know,
2 like, how much -- how many chips he's put in his pocket and --
3 how could you get -- in the absence of just being vigilant and
4 watching this person all the way through, how -- is that a
09:47 5 guess or do they -- is that --

6 THE WITNESS: No. You know, and we didn't ask them
7 actually how -- you know, how they actually do the rating, like
8 how many people they had in the pit, who is watching and stuff.
9 We never got into that.

09:47 10 But, you know, they represented to us that the
11 records are accurate because, you know, first of all, they have
12 to determine wins and losses for tax purposes for these people;
13 and, then, second of all, they're basing their comps on these
14 numbers. So, if -- you know, they want -- they want the
09:47 15 numbers to be as accurate as possible.

16 MR. WOODS: And there aren't that many people
17 asking -- being rated at a table. There are a lot of tourists
18 coming in.

19 THE WITNESS: Right.

09:47 20 JUDGE BENAVIDES: Well, what do they -- do they comp
21 you more if you lose a lot?

22 THE WITNESS: Yeah. Or if -- if you play a lot, they
23 comp you. I mean, they keep track not only how much you win or
24 lose but how much you are playing.

09:48 25 JUDGE BENAVIDES: Okay. So, you could be comped just

09:48 1 as much if you're a big player that wins as if you're a big
2 loser that generates income for them?

3 THE WITNESS: Because they want you coming back
4 because, the more time you spend in there gambling, the odds
09:48 5 are you're going to lose. I mean, that's how they make money.

6 So, even if you win, they're going to try to
7 bring you back with something, to get you back in to keep
8 playing.

9 BY MR. WOODS:

09:48 10 Q. Are you through with that?

11 A. Yeah. I mean, I can go through each one or --

12 Q. I think -- for brevity, I think we understand. You've gone
13 through each of the casino records and, relying on those
14 records, you've come up with the win/loss figures for the year
09:48 15 prior to the bankruptcy. Is that correct?

16 A. Right.

17 MR. WOODS: Okay. Does the Committee have any
18 questions about going further with these casino records?

19 JUDGE LAKE: I have one question.

09:48 20 MR. WOODS: Yes, your Honor.

21 JUDGE LAKE: The last page of Exhibit 30 does not have
22 a Bates number on it. It appears to be a summary exhibit for
23 that.

24 MR. WOODS: Is there a first page also in your
09:49 25 exhibit, your Honor, that shows these losses? What we've done

09:49 1 is --

2 JUDGE LAKE: The first page is what's on the screen,
3 gaming losses, 3-28.

4 MR. WOODS: Yes, and --

09:49 5 JUDGE LAKE: And the last page -- I'll just give it to
6 you. Put it on the Elmo.

7 MR. WOODS: It's a -- it's a recalculation, your
8 Honor. We missed one loss.

9 THE WITNESS: This is -- this is just a different
09:49 10 schedule with the same information on it, basically.

11 JUDGE LAKE: Okay. Well, for purposes of the record,
12 I'm going to call this Exhibit 30, Bates Number 641A.

13 MR. WOODS: Yes, your Honor.

14 Now, would the Committee want further examples of
09:49 15 the gambling losses and wins at each of the casinos?

16 JUDGE LAKE: No. I think we're satisfied.

17 MR. WOODS: Thank you.

18 Thank you, Agent Horner.

19 JUDGE LAKE: Judge Porteous?

09:49 20 JUDGE PORTEOUS: I'm going to let the Committee ask
21 questions --

22 THE REPORTER: I can't hear you.

23 CHIEF JUDGE JONES: Can't hear you, sir.

24 JUDGE PORTEOUS: I said the Committee specifically
09:50 25 asked questions before me; so, I don't want to jump in front.

08:50 1 JUDGE LAKE: No. We're through.
2 CHIEF JUDGE JONES: Go ahead.
3 JUDGE LAKE: Do you have any questions?
4 JUDGE PORTEOUS: Oh, okay.

08:55 5 **CROSS-EXAMINATION**
6 BY JUDGE PORTEOUS:
7 Q. Just on the last issue, Agent, if you're not being rated,
8 there's no way for the casino to track wins or losses. Is that
9 right?
09:50 10 A. That's correct.
11 Q. So, if a player went in and just didn't want to be rated,
12 just didn't want to be bothered, he could play all day long and
13 you wouldn't have any information?
14 A. That's correct.
09:50 15 Q. And with respect to Harrah's -- I mean, excuse me --
16 Caesars in Vegas. Okay?
17 A. Okay.
18 Q. There's some allegation about 5,000, right?
19 A. That's correct.
09:50 20 Q. You didn't go to Vegas to check that out?
21 A. Well, we subpoenaed the records; but, no, we never went to
22 Vegas.
23 Q. And you never talked to them?
24 A. No, I don't think we ever did.
09:50 25 Q. And you don't know if I went to the -- to the cage and won

09:50 1 a bunch of money the first time?

2 A. Well, I mean, if you -- you were -- you had credit at
3 Caesars; so, if you would have drawn on your credit at the
4 cage, that would have been reflected in the records.

09:51 5 Q. It would reflect that I drew and paid it?

6 A. Right.

7 Q. But it wouldn't reflect any winnings. They don't keep
8 track that way, do they?

9 If a player is playing at a table, pays off his
09:51 10 marker and still has made a bunch of money, they don't keep
11 track of that, do they?

12 They don't issue a 1099, and it does not appear
13 on the financial statements of casinos. Isn't that right?

14 A. Well, are you saying that if you're playing and they're
09:51 15 rating you?

16 Q. That's correct.

17 A. And if you -- if you walk away from the table with --

18 Q. Ten thousand. Pick a number.

19 A. -- \$10,000? Why wouldn't the casino know that?

09:51 20 Q. I'm asking you did you ask them -- no. They know it. I
21 went to the cage and cashed it.

22 A. No. They would rate that.

23 Q. They told you they did that. Is that what you're telling
24 me? Casino -- Caesars Palace told you that?

09:51 25 A. No; I'm not saying that, because I never asked them that

09:52 1 question.

2 Q. The reason they don't is because they have actually no idea

3 how much you started with. If I went to Table A and played my

4 own money and B and played my own money --

09:52 5 A. That's not correct because they keep track of buy in

6 figures.

7 Q. If I'm buying in.

8 A. If you're buying in, they'll keep track of it.

9 Q. And I walk away -- you're -- you are telling me that they

09:52 10 actually issue 1099's and keep track of every dollar that goes

11 through there?

12 A. No, they don't do that.

13 Q. Okay. So, the possibility does exist that that happens.

14 And if you're not being rated, it happens all the time?

09:52 15 A. That's correct.

16 But I think it's incumbent upon the gambler to

17 report winnings and losses on his taxes.

18 Q. Well, they do issue 1099's to gamblers, don't they?

19 A. The casinos?

09:52 20 Q. Uh-huh.

21 A. Sure they do.

22 Q. And those are always on machines, as I recall.

23 A. Right.

24 Q. They don't issue 1099's on table play?

09:53 25 A. No, they don't.

09:53 1 Q. So, there is no --
2 JUDGE BENAVIDES: Not even -- not even if you cash in
3 chips exceeding \$9,000?
4 THE WITNESS: Well, they won't issue a 1099. But
09:53 5 they'll --
6 JUDGE BENAVIDES: They'll make a report?
7 THE WITNESS: They'll make a report.
8 BY JUDGE PORTEOUS:
9 Q. The Court had some questions about you don't know why there
09:53 10 were delays in some of this.
11 A. Right. Yeah.
12 Q. Unknown to you? Didn't inquire?
13 A. No.
14 Q. And one other thing you mentioned that -- you said the wins
09:53 15 and losses were too tough to keep track of, in relation to one
16 of their questions about --
17 A. Well, they -- I think the question --
18 Q. -- did they go to another casino and --
19 A. -- was if -- when you paid back some of the markers in
09:53 20 cash --
21 Q. Uh-huh.
22 A. -- if that cash came from other gaming winnings.
23 And my answer was we couldn't tell -- you know,
24 we couldn't tell if the cash that you were using to pay back,
09:54 25 say, the Treasure Chest marker, if that cash actually came from

09:54 1 other gaming winnings.
2 Q. Uh-huh.
3 A. We couldn't determine that.
4 Q. So, you can't exclude that? You're not excluding it, are
09:54 5 you?
6 A. No. No.
7 JUDGE BENAVIDES: But that affects -- but you've said
8 that the pit boss, if you're a rated player, would know how
9 much you won.
10 THE WITNESS: Right. He would know how much you won
11 if you're being rated.
12 BY JUDGE PORTEOUS:
13 Q. If you're being rated and only if you're being rated?
14 A. Right.
15 Now, sometimes, if you're a known player, they'll
16 rate you without you knowing it. When you're sitting at the
17 table, if they know who you are, they'll rate you without you
18 even asking.
19 Q. If you happen -- if he happens to know you?
09:54 20 A. If he happens to know you.
21 Q. Again, in relationship to the Judge's question, these pit
22 bosses do control a pit?
23 A. That's correct.
24 Q. A pit may have multiple -- at least five or six tables in
09:54 25 it?

09:54 1 A. It can.
2 Q. Well, there's none with two, is there?
3 A. Are you saying there's no pits with two tables?
4 Q. Just two tables.
09:55 5 Do you know of any casinos that just have one --
6 one pit boss watching only two tables?
7 A. I mean, that, I can't -- I don't know that.
8 Q. So, it is -- at best, he's keeping track of other people at
9 the same time.
09:55 10 A. Oh, sure, he is.
11 Q. That's a fair statement?
12 A. That's a fair statement.
13 Q. And it could be 10, it could be 20, it could be two?
14 A. That's correct.
09:55 15 Q. So, at any given time, it varies of how well he can keep
16 track of what's going on and his --
17 A. That's right.
18 JUDGE PORTEOUS: All right. I don't have any other
19 questions.
09:55 20 JUDGE BENAVIDES: Do you -- are you aware or do you
21 know whether Judge Porteous was a rated player with reference
22 to the casinos that you testified to estimated to winnings and
23 losses and things like that?
24 THE WITNESS: The only casino that -- well, he was
09:55 25 rated at all these casinos, because that's how they -- how they

09:55 1 acquire the records.

2 JUDGE BENAVIDES: All right. So, then, with --

3 THE WITNESS: Which means --

4 JUDGE BENAVIDES: At least as to those ones that you
09:56 5 went to and talked to and they did these estimates and you
6 provided this testimony, he was a rated player?

7 THE WITNESS: He was rated.

8 And -- and just one addition to that, most of
9 these casinos didn't know who Judge Porteous was. So, when he
09:56 10 was being rated, he told them he wanted to be rated when he was
11 playing, because that was the only way that they knew who he
12 was. Okay?

13 The Treasure Chest, he played a lot at the
14 Treasure Chest.

09:56 15 JUDGE BENAVIDES: And what would -- what are the
16 advantages to advising the casino that you want to be rated?

17 THE WITNESS: Well, for a player like Judge Porteous,
18 it would be the comps.

19 JUDGE BENAVIDES: So, that means that he would get
09:56 20 free lodging and food?

21 THE WITNESS: Food, lodging, rooms, tickets.

22 CHIEF JUDGE JONES: Liquor?

23 THE WITNESS: Liquor.

24 JUDGE BENAVIDES: Well, the casinos generally provide
09:56 25 liquor, don't they, to regular players if they're playing?

09:56 1 THE WITNESS: Generally they do; but, you know, it
2 could be food.
3 JUDGE BENAVIDES: They would provide food and lodging?
4 THE WITNESS: Lodging, tickets, like tickets to shows
09:57 5 that they have.
6 JUDGE BENAVIDES: In the course of your investigation,
7 did you ever inquire as to whether or not any of these
8 institutions at which Judge Porteous had a line of credit, the
9 Treasure Chest and these other ones, had cases pending before
09:57 10 him as a federal judge?
11 THE WITNESS: No, I never looked into that.
12 JUDGE BENAVIDES: And, so, you would not be aware of
13 whether he had recused himself as to any of these places where
14 he owed money?
09:57 15 THE WITNESS: No, I wouldn't know that.
16 JUDGE BENAVIDES: Thank you.
17 CHIEF JUDGE JONES: Do you have copies of the credit
18 agreements for any of these places?
19 THE WITNESS: All of them.
09:57 20 CHIEF JUDGE JONES: Are they in the exhibits here
21 somewhere?
22 THE WITNESS: Yeah, they should be in each -- each
23 exhibit should have the credit application.
24 CHIEF JUDGE JONES: Applications. Okay. But are
09:57 25 there any terms and conditions of the credit?

09:57 1 THE WITNESS: Well, usually each casino is a little
2 bit different as far as how long they would hold the markers.
3 You know, some were a couple of days and some were up to 30
4 days.

09:58 5 Like Grand Casino, he requested a 30-day hold on
6 his markers at Grand Casino, which means if he took a marker,
7 gambled, lost the money, left owing the marker they would hold
8 it for 30 days before they dropped it to his account. So, he
9 could come in any time during that 30 days and repay the marker
10 before they would drop the debt.

11 JUDGE BENAVIDES: And when a marker is repaid, can it
12 be repaid with the marker itself?

13 In other words, would -- if you send in the
14 marker for payment, would that show up in the record as a
09:58 15 payment through -- through the use of the marker or would it
16 show up a check or -- I mean, in other words, can the
17 payment -- the marker be, itself, noted as a check payment?

18 THE WITNESS: No.

19 JUDGE BENAVIDES: Okay. So, none of -- none of his --
09:58 20 none of the -- his markers were actually -- at least with what
21 you went through, the markers were never effectuated in terms
22 of being presented to a lending institution?

23 THE WITNESS: No. They were. Some of them were.
24 Some of them were actually -- like at the Grand Casino -- in
09:59 25 fact, at the Gland Casino Gulfport, he took a marker, left

09:59 1 owing a marker. They dropped the marker, which means they
2 negotiated it at the bank.

3 His bank had switched -- his bank was bought out
4 by another lending institution. The marker was returned
09:59 5 because it had the wrong account number. He called, gave them
6 the new account number. The marker was then dropped again,
7 paid, and then cleared.

8 JUDGE BENAVIDES: Were any of those markers sent in
9 after being held for the 30-day credit period, or grace period?

09:59 10 THE WITNESS: Yeah. Yeah, there was some that were
11 actually negotiated.

12 JUDGE BENAVIDES: Were any of those markers that were
13 sent in for payment after this 30-day credit period, grace
14 period, pending or made or presented with respect to markers
10:00 15 that were taken out during the bankruptcy period?

16 THE WITNESS: So, your question is did any of the
17 markers actually get negotiated at the bank during the
18 bankruptcy period?

19 CHIEF JUDGE JONES: What do you mean during the
10:00 20 bank -- before bankruptcy or after?

21 JUDGE BENAVIDES: Well, let's take -- first, let's
22 take one. At the time after the filing of the petition and
23 before the bankruptcy proceeding is terminated, were there --
24 with respect to the ones that you testified, there -- were
10:00 25 there any markers taken out?

10:00 1 THE WITNESS: Yes, there were markers taken out.
2 JUDGE BENAVIDES: With respect to those markers which
3 you've testified is kind of a line of credit, during the
4 bankruptcy period, during that time frame that we just talked
10:01 5 about, were those markers sent for -- any of those markers sent
6 for collection?
7 THE WITNESS: I think there was some at the Grand
8 Gulfport. I'd have to look in the records.
9 JUDGE BENAVIDES: And they -- and they were paid?
10:01 10 THE WITNESS: Yes, they were paid.
11 JUDGE BENAVIDES: All right. Now, with respect to
12 markers that were made prior to the filing, were there -- any
13 of those paid during the bankruptcy period?
14 THE WITNESS: Well, there was one that was taken prior
10:01 15 to the filing and then paid post filing, a preferential
16 payment.
17 JUDGE BENAVIDES: So -- so, there was payment
18 pre-marker -- pre-petition markers --
19 THE WITNESS: Right.
10:01 20 JUDGE BENAVIDES: -- paid shortly before the filing
21 and then also after the filing?
22 THE WITNESS: Right. That's the one that -- the
23 marker was taken -- I'll tell you -- I'll tell you exactly.
24 MR. WOODS: It's Grand Gulfport, 49.
10:02 25 THE WITNESS: It's Grand Gulfport.

10:02 1 MR. WOODS: And 49 is the exhibit.

2 THE WITNESS: There was a marker taken at the Grand
3 Casino Gulfport on February 27th, 2001. It's two \$1,000
4 markers. Okay?

10:02 5 So, that's about a month before the bankruptcy is
6 filed. And then -- and then those two markers are actually
7 deposited by the Grand Casino on March 16th of '01, which is
8 just a few days before the filing.

9 JUDGE BENAVIDES: Thank you.

10:03 10 CHIEF JUDGE JONES: Mr. Horner, do you -- you're the
11 principal case agent, right?

12 THE WITNESS: That's correct.

13 CHIEF JUDGE JONES: And, so, you had access to the
14 information in the bankruptcy, where he's listing a hundred
10:03 15 eighty, a hundred ninety thousand dollars in credit card debt.
16 And the theory is that a lot of that was generated by gambling.

17 THE WITNESS: That's correct.

18 CHIEF JUDGE JONES: Now, how, if at all, does that
19 correlate with the figures that are in these records?

10:03 20 In other words, if you were engaging in activity
21 that left sort of modest losses, a net of \$7,000 for the year
22 preceding bankruptcy, how would you have arrived at a credit
23 card debt of 190,000?

24 THE WITNESS: Well, first of all, the marker
10:03 25 activities is separate from the credit card activity.

10:03 1 CHIEF JUDGE JONES: I understand.

2 THE WITNESS: So, I think you just gamble a lot.

3 That's how you --

4 CHIEF JUDGE JONES: But if he's a rated player and
10:03 5 he's losing -- he's not able to pay back 190,000, if you assume
6 that even a hundred thousand of that is losses at these
7 casinos, then why wouldn't that be reflected on their summaries
8 of wins and losses?

9 THE WITNESS: Well, I think it's like he said,
10:04 10 sometimes he played when he was not rated.

11 CHIEF JUDGE JONES: A hundred thousand is a fair
12 amount of playing.

13 THE WITNESS: Right. Because, the casinos that we
14 went to, nobody knew who he was. So, he could go in and play
10:04 15 and not -- it would not be reflected on their records.

16 CHIEF JUDGE JONES: Well, to be fair to Judge
17 Porteous, then, the -- what you're proving this up for
18 pre-bankruptcy is the idea that he had a bunch of losses at the
19 casinos, that he did not report on the bankruptcy schedule?

10:04 20 THE WITNESS: Right.

21 CHIEF JUDGE JONES: And the bankruptcy schedule just
22 says, "Report your losses."

23 Now, if the credit card debts correlated with the
24 losses, I suppose you would have to report that. But it's not
10:04 25 clear to me that the net of 7,000 is a number that he would

10:05 1 have reported. I'm not sure what that number is.
2 I mean, it's also possible that he won a hundred
3 thousand and -- you know, we don't know what happened to that
4 money and it wasn't reported. And I'm certainly not trying to
10:05 5 theorize beyond the record but --
6 THE WITNESS: Well, I think --
7 MR. WOODS: Your Honor, if I may respond.
8 JUDGE PORTEOUS: Wait. Your Honor, might I just
9 interrupt? You've asked the witness the question. I think he
10:05 10 can answer, can't he?
11 MR. WOODS: Sure. Sure.
12 CHIEF JUDGE JONES: All right. We'll -- thank you,
13 sir.
14 Mr. Horner?
10:05 15 THE WITNESS: I think a couple of things. One, the
16 record -- the gaming records reflect rated play by the casinos.
17 So, these are -- these are the records that the casino has for
18 his gaming winnings and losses.
19 Now, if he's -- if he's gambling outside of the
10:05 20 rated period -- or rated play and, in the example that you
21 gave, if he won, say, a hundred thousand dollars, nonrated
22 play, then I don't think he would have had to declare
23 bankruptcy, because he's winning money.
24 And if you look at a lot of the charges on the
10:06 25 credit cards, they're gaming charges. So, if he's winning, he

10:06 1 would have the money to repay the credit card company.
2 CHIEF JUDGE JONES: But the point isn't necessarily to
3 prove up that it was any X amount of losses; it's just that,
4 overall, there had to be pretty substantial losses?
10:06 5 THE WITNESS: Right. There -- there were substantial
6 losses.
7 CHIEF JUDGE JONES: And nothing reported?
8 THE WITNESS: And nothing reported.
9 MR. WOODS: Just a couple of follow-up questions, your
10:06 10 Honor.
11 **REDIRECT EXAMINATION**
12 BY MR. WOODS:
13 Q. Mr. Horner, the amounts you testified to, to get that 7,000
14 net loss, was solely for the year prior to the bankruptcy. Is
10:06 15 that correct?
16 A. That's correct.
17 Q. March 28th, '00, to March 28 --
18 A. Because that was -- that was the question asked on the
19 bankruptcy application.
10:06 20 Q. Now, you're aware that Jerry Fink has compiled other
21 records showing gambling charges over the past five years prior
22 to the bankruptcy?
23 A. That's correct.
24 Q. Okay. And he -- he will testify next.
10:07 25 A. Right.

10:07 1 Q. Going back to Caesars Palace records on Exhibit 48, did you
2 find in those records the records of a -- of a trip in May of
3 '99, when Judge Porteous attended a party there, a bachelor
4 party?

10:07 5 A. Yes.

6 Q. And in those records, were there records showing who paid
7 for Judge Porteous' room for that period of time?

8 A. Yes.

9 Q. If you would, look at your copy and then try to find it in
10:07 10 Exhibit Number 48.

11 A. Here it is.

12 Q. If you would, go to the Elmo -- and this is out of
13 Exhibit 48 -- and give us a Bates stamp number.

14 A. It's Bates 969. This is the Caesars Palace -- or this is
10:08 15 the bachelor party trip.

16 And you can see where he arrives on May 20th, he
17 leaves the 23rd. And it's signed -- it's signed by Robert
18 Creely, and that's -- and that's Robert Creely's credit card
19 number right there.

10:09 20 Q. Okay. Thank you.

21 MR. WOODS: Those are the only questions I have for
22 follow up with Mr. Horner, your Honors.

23 JUDGE LAKE: You want to take a short break?

24 CHIEF JUDGE JONES: Yes.

10:09 25 Judge Porteous, would you like to ask -- well,

10:09 1 we'll take a ten-minute break. Then you can ask questions.
2 JUDGE PORTEOUS: Thank you.
3 JUDGE LAKE: Are you through -- are you through with
4 the witness, Judge Porteous? I thought you were.
10:09 5 JUDGE PORTEOUS: Well, I thought that's what -- I'm
6 finished with the witness.
7 JUDGE LAKE: Okay.
8 JUDGE PORTEOUS: May I ask a question?
9 CHIEF JUDGE JONES: Yes.
10:09 10 JUDGE PORTEOUS: I intended to call -- well, first, do
11 you want to get into the stipulations?
12 MR. WOODS: Sure.
13 Judge Porteous has agreed to stipulate to the
14 grand jury testimony of Leonard Levenson and Chip Forstall
10:10 15 rather than we calling them as witnesses. And I believe he's
16 agreed also to stipulate to the 302, or the FBI memorandum of
17 interview, of SJ Beaulieu.
18 JUDGE PORTEOUS: With attached correspondence.
19 MR. WOODS: And with attached correspondence. Rather
10:10 20 than us calling Beaulieu, the trustee.
21 JUDGE PORTEOUS: I was just trying to make inquiry --
22 I do have a couple of witnesses I would like to call, but I
23 don't know when to possibly tell these folks to be available.
24 MR. WOODS: Our plan is to put on Jerry Fink next to
10:10 25 get into similar records; and we hope to do that within, you

10:10 1 know, maybe 30 minutes. Then Judge Greendyke and Bill
2 Heitkamp, and that will be our case.
3 JUDGE BENAVIDES: How long you do expect
4 Judge Greendyke to be?
10:10 5 MR. WOODS: Probably 15 minutes.
6 JUDGE BENAVIDES: So we're talking about 45 minutes,
7 an hour at the most?
8 MR. WOODS: For total -- for Judge Greendyke?
9 CHIEF JUDGE JONES: For all of them.
10:10 10 JUDGE LAKE: For all of them.
11 MR. WOODS: Oh, for all of them. We hope to finish by
12 noon, your Honors.
13 JUDGE PORTEOUS: I'm just -- I'm just making inquiry.
14 I don't mean to interrupt.
10:11 15 JUDGE BENAVIDES: No. We're just trying to get
16 your --
17 JUDGE PORTEOUS: That will be the witnesses. Fink,
18 Judge Greendyke, and who else?
19 MR. WOODS: Bill Heitkamp, the trustee.
10:11 20 JUDGE PORTEOUS: And that's it?
21 MR. WOODS: That's it.
22 JUDGE PORTEOUS: Okay. So then I should anticipate
23 telling people 1:00-ish?
24 CHIEF JUDGE JONES: That will be fine.
10:11 25 JUDGE PORTEOUS: I'll do my very best. Okay. Thank

S. J. Beaulieu, Jr.

433 Metairie Road, Suite 515
Metairie, Louisiana 70005

CHAPTER 13 TRUSTEE

(504) 831-1313

December 20, 2002

Mr. Claude C. Lightfoot, Jr.
3500 N. Causeway Boulevard Suite 450
Metairie, LA 70002

RE: Gabriel T. Porteous, Jr.
Carmella A. Porteous
Bankruptcy Case No. 01-12363

Dear Claude:

I have no objection to the above captioned debtors' request to refinance their home, at the terms listed in the attached Disclosure Statement.

If you have any questions, please call me at 831-1313.

Sincerely,



S.J. Beaulieu, Jr.
Chapter 13 Trustee

SC00404

HP Exhibit 339

DEC-19-02 THU 05:22 PM LAW OFFICE C LIGHTFOOT
 12/19/02 TUE 18:26 FAX 504 9 2434 CITY

FAX NO. 5048388572

P. 03

DISCLOSURE STATEMENT

COPY

Borrower: GABRIEL Y. PORTEOUS, JR.
 CARMELLA GIARDINA PORTEOUS
 4801 MEYREY DRIVE
 METARIE, LA 70002

Lender: Dash One, N.A. with Columbus, Ohio as its main office
 New Orleans Private Client Services LPO
 201 St. Charles
 29th Floor
 New Orleans, LA 70170

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
8.498%	\$14,071.73	\$40,053.30	\$64,125.03

PAYMENT SCHEDULE. Borrower's payment schedule will be 69 monthly payments of \$497.74 each, beginning January 15, 2003; and one payment of \$24,758.37 on December 15, 2007.

PROPERTY INSURANCE. I may purchase required property insurance from anyone I want who is authorized to do business in the state of Louisiana.

SECURITY. I am giving a security interest in my home.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of regularly scheduled payments under this Note or \$15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

PREPAYMENT. If I pay off my loan early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on December 5, 2002, prior to signing the Note.

BORROWER:

X
 GABRIEL Y. PORTEOUS, JR., Individually

Amount Financed Itemization

Amount paid to Borrower directly:	\$40,053.30
\$40,053.30 Lender's Check # 552-00034-00002-03579	
Note Principal:	\$40,053.30
Prepaid Finance Charges:	\$0.00
In Cash:	\$0.00
Amount Financed:	\$40,053.30

**BORROWER'S
 COPY**

SC00405

S. J. Beaulieu, Jr.

433 Metairie Road, Suite 515

Metairie, Louisiana 70005

CHAPTER 13 TRUSTEE

(504) 831-1313

January 2, 2003

Mr. Claude C. Lightfoot, Jr.
Suite 450
3500 N. Causeway Blvd.
Metairie, LA 70002

In Re: Gabriel & Camella Porteous
Case No. 01-12363

Dear Mr. Lightfoot,

As per your request, I have reviewed the new car lease agreements in the above captioned case. It appears that the creditors would not be adversely affected by the new leases. Therefore, I have no objection to the debtors entering into the new leases.

If you have any questions please call me.

Sincerely,


S.J. Beaulieu, Jr.
Chapter 13 Trustee

SBJ/dbc

SC00406

HP Exhibit 340

1-5165 (1/02) LA

FOR VEHICLE LEASE AGREEMENT

DEAL# 30144

DATE LEASE TERM BEGINS 12/31/2002

DATE LEASE TERM ENDS 03/31/2006

DR (DEALER) NAME AND ADDRESS
PARQUE JEEP-CHRY-PLYM, LLC
 26 CARAL ST
 J ORLEANS, LA 70119
 SLANS

LESSEE (AND COLLESSED NAME AND ADDRESS)
GABRIEL T PORTEOUS JR
CARNELLA G PORTEOUS
 4801 MEYREY DR
 METAIRIE, JEFFERSON, LA 70002

we and Co-Lessee ("you" or "your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "us" or "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"); This Lease will be assigned to DCFB Trust or its successors and assigns and assignees, "we," "us," and "our". The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

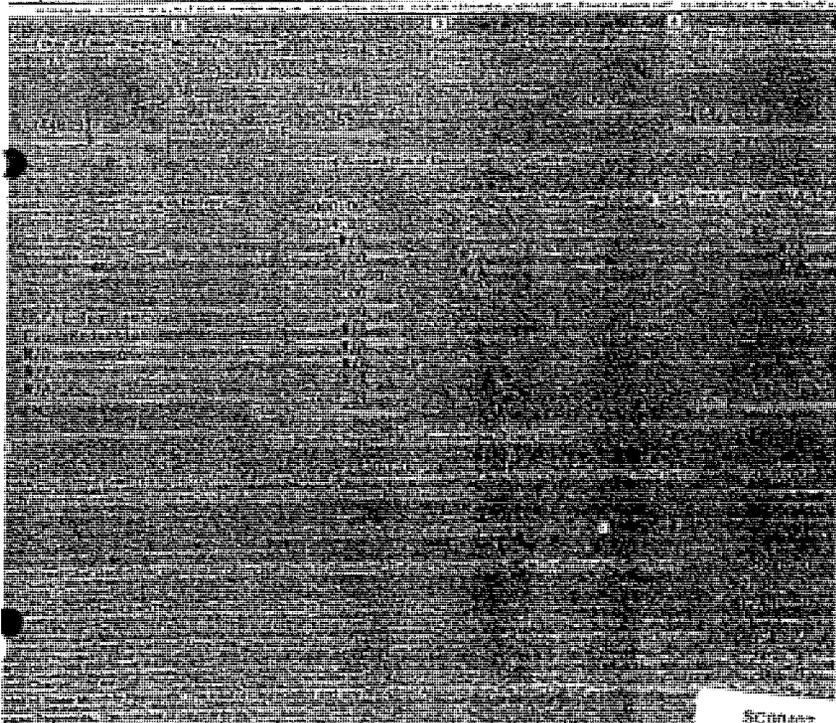
EXPLANATION OF ABBREVIATED TERMS AND CONDITIONS

Agree to Lease this Vehicle primarily for personal, family or household purposes. However, if the vehicle is used for business or commercial purposes, you will use the vehicle primarily for business or commercial purposes.

You should read the Lease Agreement carefully before signing it. If you do not understand any part of the Lease Agreement, you should ask the dealer to explain it to you.

GRAND CHEROKEE

124048510015



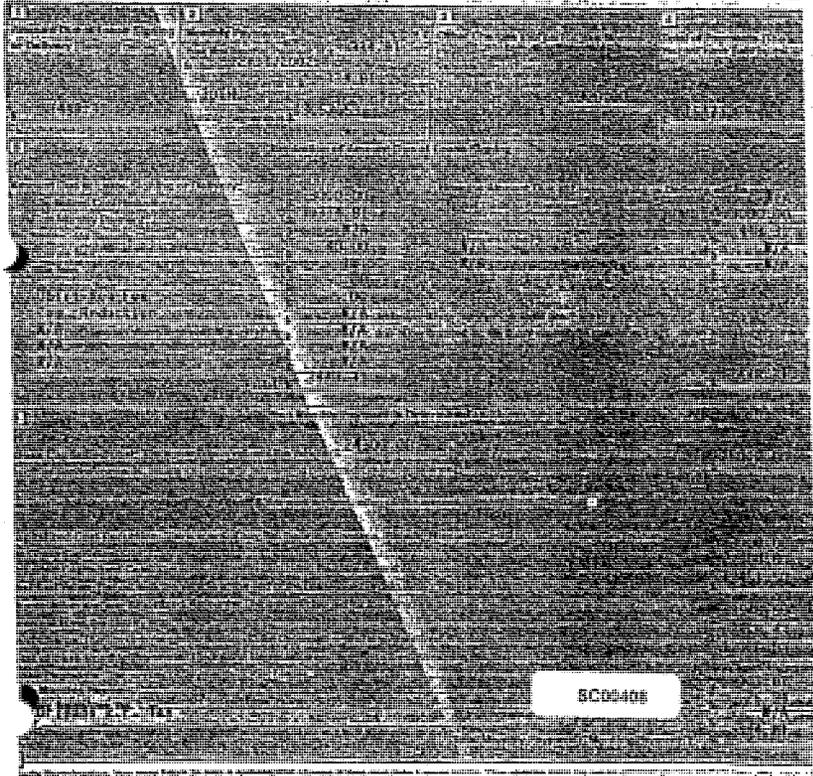
SC0407

AGREEMENT		DEAL# 30143	DATE LEASE TERM BEGINS 12/31/2002	DATE LEASE TERM ENDS 03/31/2006
LESSOR (S/ALEA) NAME AND ADDRESS LANARQUE JEEP-CHRY-PLYN, LLC 2226 CANAL ST NEW ORLEANS, LA 70119 ORELANS		LESSEE (AND CO-LESSEE) AND ADDRESS GABRIEL T PORTEOUS JR CARMELLA G PORTEOUS 4801 MEYREY DR METAIRIE, JEFFERSON, LA 70002		

Lessee and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and ("Assignee", "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

PRIMARY USE OF VEHICLE You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes.	<input type="checkbox"/> STATEMENT OF FEDERAL TAX OBLIGATION You declare Your federal tax status is: <input type="checkbox"/> exempt or <input checked="" type="checkbox"/> non-exempt
---	--

DESCRIPTION OF THE VEHICLE BEING LEASED (THE "VEHICLE")				LEASE AT DELIVERY
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER	
2003	JEEP	GRAND CHEROKEE	1J4GX48S73C614158	<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED



BC00406



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2122

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Home Phone _____

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Previous Balance	\$ 0.00	Transactions	
Payments, Credits and Adjustments	\$ 0.00	1 23 AUG SECURITY DEPOSIT CHARGE	\$49.00
Transactions	\$88.00	2 13 SEP MEMBERSHIP FEE	39.00
Finance Charges	\$ 0.00		
New Balance	\$88.00		
Minimum Amount Due	\$12.00		
Payment Due Date	October 13, 2001		
Total Credit Line	\$200		
Total Available Credit	\$112.00		
Credit Line for Cash	\$200		
Available Credit for Cash	\$112.00		

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PURCHASES	\$ 0.00	20.00%	30%	\$ 0.00
CASH	\$ 0.00	20.00%	30%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period: **0.00%**

4783N PLEASE RETURN PORTION BELOW WITH PAYMENT.

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<p>New Balance \$88.00</p> <p>Minimum Amount Due \$12.00</p> <p>Payment Due Date October 13, 2001</p> <p>Total enclosed \$ <input style="width: 50px;" type="text"/></p>	<p><small>Please print address changes before mailing letter or check label.</small></p> <p>Street _____ Apt. # _____</p> <p>City _____ State _____ ZIP _____</p> <p>Home Phone _____ Alternate Phone _____</p>
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<p>Capital One Services[®] P. O. Box 60000 Seattle, WA 98160-0000</p>	<p>GABRIEL T PORTEOUS 4801 MEYREY DR METAIRIE LA 70002-1426</p>	
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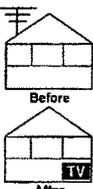
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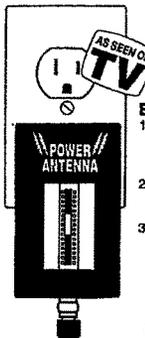
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SEP 14 - OCT 13, 2001

Page 1 of 1

Account Summary

Previous Balance	\$88.00
Payments, Credits and Adjustments	\$88.00
Transactions	\$142.94
Finance Charges	\$ 0.00
New Balance	\$142.94
Minimum Amount Due	\$15.00
Payment Due Date	November 13, 2001
Total Credit Limit	\$200
Total Available Credit	\$37.06
Credit Line for Cash	\$200
Available Credit for Cash	\$37.06

Payments, Credits and Adjustments

1 04 OCT	PAYMENT RECEIVED - THANK YOU	\$88.00
----------	------------------------------	---------

Transactions

DATE		
2 17 SEP	LUCYS RESTURANT NEW ORLEANS LA	\$39.03
3 05 OCT	MIDDENDORFS RESTAURAN MANCHAC (AKER LA	\$0.00
4 05 OCT	JCPENNEY CO 0549 METAIRIE LA	23.91

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Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding rate	FINANCE CHARGE
PURCHASES	\$ 0.00	0.0000%	.00%	\$ 0.00
CASH	\$ 0.00	0.0000%	.00%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

0701M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 [REDACTED] 13 0142940088000015004

New Balance	\$142.94
Minimum Amount Due	\$15.00
Payment Due Date	November 13, 2001
Total enclosed	5 [REDACTED]

Please print address changes below using blue or black ink.

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



008701

GABRIEL T PORTEOUS
4801 NEVREY DR
METAIRIE LA 70002-1426



Please write your account number on your check or money order, make payable to Capital One Services and mail in the enclosed envelope.

537300-01

Special Offer for Capital One® Cardholders!

The American Tourister Portside III 3-Piece Luggage Set

Special Offer Price of \$99.95

Compare at \$250.00

The American Tourister Portside III three-piece set consists of a Tote, Carry-on and a 26" Upright. This casual collection is perfect for your travel needs. Fashioned in rugged black 600 Denier polyester. Large front pockets to hold items you need to get to quickly. 26" Upright rolls smoothly over most surfaces, which helps you reach your destination easily. The two carry-on pieces attach easily to the Upright, which makes moving your luggage hassle free.



Three great pieces at one low price! Act now!
Limited time offer! Call 1-800-547-BAGS, Extension 7168
 to take advantage of this offer. This offer expires 3/31/02. Florida residents will be charged applicable sales tax.
 Add \$9.99 for shipping and handling. Domestic shipments only. Available only in black. #346304
NOT AVAILABLE IN STORES AT THIS PRICE



GOLD VISA ACCOUNT

OCT 14 - NOV 13, 2001

Page 1 of 1

Account Summary

Previous Balance	\$142.94
Payments, Credits and Adjustments	\$171.94
Transactions	\$89.00
Finance Charges	\$ 0.00
New Balance	\$60.00
Minimum Amount Due	\$15.00
Payment Due Date	December 13, 2001
Total Credit Line	\$200
Total Available Credit	\$140.00
Credit Line for Cash	\$200
Available Credit for Cash	\$140.00

Payments, Credits and Adjustments

1	30 OCT	OVERLIMIT FEE ADJUSTMENT	\$29.00
2	09 NOV	PAYMENT RECEIVED - THANK YOU	142.94

Transactions

	DATE		
3	12 OCT	R & OS PIZZA PLACE METAIRIE LA	\$50.00
4	16 OCT	OVERLIMIT FEE	29.00

At your service

To call Customer Relations or to report a lost or stolen card:
 1-800-608-5227

For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 45015
P.O. Box 60000	Seattle, WA 98190-6000
Seattle, WA 98190-6000	Richmond, VA 23245-5015

Important Account Information

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One HalfTime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl in which two of America's top college teams compete in their final game of the season. Use football action you want to miss so be sure to check your local listings for games and times.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$ 0.00	.00000%	.00%	\$ 0.00
CASH	\$ 0.00	.00000%	.00%	\$ 0.00

ANNUAL PERCENTAGE RATE: applied this period **0.00%**

8123M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0060000142940015006

New Balance	\$60.00
Minimum Amount Due	\$15.00
Payment Due Date	December 13, 2001

Total enclosed \$

Please print address changes below using blue or black ink.

Street	Apt. #
City	State ZIP
Home Phone	Alternate Phone

Capital One Services
 P.O. Box 60000
 Seattle, WA 98190-6000



#40318959084159778 MAIL ID NUMBER

GABRIEL T PORTCDS
 4801 KEVREY DR
 METAIRIE LA 70002-1426



Please write your account number on your check/money order made payable to Capital One Services and mail in the enclosed envelope.

ARE YOU PAYING **FULL PRICE** FOR BOOKS•MOVIES•CDs•DVDs?



HERE IS YOUR

WAKE-UP CALL

FREE \$10
half.com
 an **ebay** company

SPECIAL OFFER FOR
Capital One
 CARDHOLDERS



GOLD VISA ACCOUNT

NOV 14 - DEC 13, 2001

Page 1 of 1

Account Summary

Previous Balance	\$60.00
Payments, Credits and Adjustments	\$60.00
Transactions	\$132.40
Finance Charges	5.00
New Balance	\$132.40
Minimum Amount Due	\$15.00
Payment Due Date	January 12, 2002
Total Credit Line	\$200
Total Available Credit	\$67.60
Credit Line For Cash	\$200
Available Credit for Cash	\$67.60

Payments, Credits and Adjustments

1	05 DEC	PAYMENT RECEIVED - THANK YOU	560.00
Transactions			
2	01 DEC	TICKETMASTER*FIDDLER O ORLANDO FL	\$132.40

****Important Notice**** Recently, you received a letter from Capital One containing an important legal notice about a change to your Customer Agreement to add an arbitration provision. Please review the arbitration provision carefully as it affects your rights.

At your service

To call Customer Relations or to report a lost or stolen card:
 1-800-505-5237

For free online account serviced special customer offers, log on to:
 www.capitalone.com

Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Services
 P.O. Box 60000 P.O. Box 45015
 Seattle, WA 98190-6000 Richmond, VA 23285-5015

Important Account Information

Capital One, ESPN, and ABC Sports are taking to the gridiron this season. Tune in every week for great college football and the Capital One Halftime Show. Then on New Year's Day, be sure to watch the Capital One Florida Citrus Bowl in which two of America's top college teams compete in their final game of the season. Its football action you won't want to miss - so be sure to check your local listings for games and times.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$ 0.00	0.0000%	0.0%	\$ 0.00
CASH	\$ 0.00	0.0000%	0.0%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

187204

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 00 [REDACTED] 13 0132400060000015003

New Balance	\$132.40
Minimum Amount Due	\$15.00
Payment Due Date	January 12, 2002

Total enclosed \$ [REDACTED]

Please print address changes below using black or dark ink.

Street _____ Apt # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____

Capital One Services
 P. O. Box 60000
 Seattle, WA 98190-6000



#9034895908#15973# MAIL TO NUMBER
 GABRIEL T PORTEOUS
 4801 NEVREY DR
 METairie LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

Introducing PRO STARTER 2
THE BATTERY CHARGER THAT DOESN'T DEPEND
ON ANOTHER CAR TO GIVE YOU A JUMP!

The completely independent power source that eliminates the need for another vehicle or stranger, tow truck or dangerous jumper cables when your battery is drained!

- Just plug this compact unit into your cigarette lighter—within minutes start your car and you're on your way!
- Inside this rugged unit is a sealed alkaline battery (ATA and DOT approved) with 5.5 amps (14.5 watts)—enough recharge power to start your vehicle!
- Recharging is easy—leave it plugged into your cigarette lighter for 30 to 120 minutes while driving—it's good as new!
- Compact 2 1/2"W x 8 1/2"L x 1 3/4"H size easily stores in trunk or glove compartment—for up to 5 years!
- Guaranteed to work even under extreme temperatures from subzero to 120 degrees!



PRO STARTER 2 ALSO PROVIDES 12V DC POWER!

- Great for use when at your campsite, cottage or on a boat or RV!
- Ideal for operating a small television or mini-refrigerator away from home!
- Run a cell phone in standby for up to 100 hours!
- Even power up your laptop computer!

Special Offer For CapitalOne Cardholders!

GLOBAL VISA ACCOUNT

DEC 14, 2001 - JAN 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$132.40
Payments, Credits and Adjustments	\$70.00
Transactions	\$74.73
Finance Charges	\$.00
New Balance	\$137.15
Minimum Amount Due	\$15.00
Payment Due Date	February 13, 2002
Total Credit Line	\$200
Total Available Credit	\$62.85
Credit Line for Cash	\$200
Available Credit for Cash	\$62.85

Payments, Credits and Adjustments

1 05 JAN	PAYMENT RECEIVED - THANK YOU	570.00
Transactions		
2 24 DEC	THE SPORTS AUTHORITY # JEFFERSON LA	532.56
3 03 JAN	SHELL NO.21760511739 METAIRIE LA	27.19
4 08 JAN	PALACE THEATRE 12 METAIRIE LA	15.00

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

At your service

To call Customer Relations or to report a lost or stolen card:
 1-800-608-9327

For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 60000	Richmond, VA 23285-5015
Seattle, WA 98190-6000	

Finance Charges

Please review these important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGES
PURCHASES	\$146.68	0.0000%	0.0%	\$.00
CASH	\$.00	0.0000%	0.0%	\$.00

ANNUAL PERCENTAGE RATE applied this period **0.00%**

124586

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 [REDACTED] 13 013715007000015007

New Balance **\$137.15**
 Minimum Amount Due **\$15.00**
 Payment Due Date **February 13, 2002**

Total enclosed \$ [REDACTED]

Please print address changes below using blue or black ink.

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____

Capital One Services
 P. O. Box 60000
 Seattle, WA 98190-6000



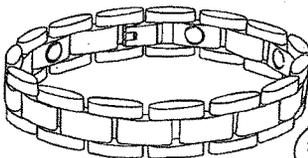
#90013959084159738 MAIL TO NUMBER
 GABRIEL T PORYBOUS
 4801 HEVREY DR
 METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

549200-02

24-KT. PLATINUM-PLATED
Magnetic Bracelet
WITH COPPER
Magnetic therapy is said to ...
• Increase energy • Relieve pain • Accelerate healing



FOR
Capital One
CARDHOLDERS

100%
SATISFACTION
GUARANTEED**

Please send me 7 1/2" and/or 9" Magnetic Bracelet(s) for \$19.95* plus \$3.95 shipping and handling for each, and send to the address shown.

Please charge my Capital One® account number:

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to the company that provides this product.

Signature _____ (Valid only with full signature) 299141

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Detach at perforation and return in your remittance envelope.

GOLD VISA ACCOUNT

JAN 14 - FEB 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$137.15
Payments, Credits and Adjustments	\$100.00
Transactions	\$60.25
Finance Charges	\$2.20
New Balance	\$99.69
Minimum Amount Due	\$15.00
Payment Due Date	March 13, 2002
Total Credit Line	\$200
Total Available Credit	\$100.31
Credit Line for Cash	\$200
Available Credit for Cash	\$100.31

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Reconciliation Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send legibles to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-0015

Payments, Credits and Adjustments

1	08 FEB	PAYMENT RECEIVED - THANK YOU	\$100.00
---	--------	------------------------------	----------

Transactions

2	14 JAN	BREAUX MART #4 SIW METAIRIE LA	\$11.06
3	21 JAN	PALACE THEATRE 12 METAIRIE LA	10.00
4	25 JAN	DORIGNACS FOOD CENTER METAIRIE LA	39.19

Year 2001 Security Account Information

Account Number:
Balance on 12/31/2000: \$3.00
Interest Earned: \$3.00
Balance on 12/31/2001: \$49.00

****Important Notice**** The interest earned on this deposit does not meet IRS reporting requirements. If this is your only deposit, the interest will not be reported to the IRS and form 1099-INT will not be provided. Interest earned on multiple deposits will be combined for IRS reporting purposes. If your total interest earned is \$10.00 or greater, it will be reported and form 1099-INT will be provided.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

Finance Charges

Please see reverse side for important information

	Payment rate applied to	Finance rate	Current monthly APR	FINANCE CHARGE
PURCHASES	\$163.02	0.65341MP	16.55%	\$2.20
CASH	\$3.00	0.65341MP	16.55%	\$3.00

ANNUAL PERCENTAGE RATE applied this period 16.55%

129073A

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 13 009969010000015002

New Balance	\$99.69
Minimum Amount Due	\$15.00
Payment Due Date	March 13, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street _____ Apt # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



012827

#90045958084159759 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

FOR Capital One CARDHOLDERS

WORRIED ABOUT BECOMING MORE FORGETFUL? 845100-01

Try new GINKGO BILOBA as a

FREE GIFT

ESPECIALLY FOR CAPITAL ONE® CARDHOLDER

GABRIEL T PORTEOUS



Try Ginkgo Biloba free!

It's worth \$10.00 and it's our gift to you without any charge whatsoever as a trial member.

GINKGO BILOBA MEMORY-BOOSTING SUPPLEMENT

Boost mental clarity!

• Healthy blood circulation • Oxygen flow • Feel your best

Try it for yourself, FREE. It's easy!
Just sign and mail the Certificate on the other side today!

*These statements have not been evaluated by the Food and Drug Administration. This product is not intended to diagnose, treat, cure or prevent any disease.

For fast delivery of your FREE Ginkgo Biloba 30-day supply, call GVC toll free now: 1-800-557-2520 EXEMPTION No. **CCFT**

(THIS TOLL-FREE NUMBER IS FOR THIS SPECIAL OFFER ONLY) OR ENCLOSE THIS CERTIFICATE IN YOUR CAPITAL ONE CARD REMITTANCE ENVELOPE.

GOLD VISA ACCOUNT

FEB 14 - MAR 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$99.69
Payments, Credits and Adjustments	\$100.00
Transactions	\$ 0.00
Finance Charges	\$ 0.00
Credit Balance	-\$0.31
Minimum Amount Due	\$ 0.00
Payment Due Date	April 13, 2002
Total Credit Line	\$200
Total Available Credit	\$200.00
Credit Line for Cash	\$700
Available Credit for Cash	\$200.00

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account service and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
 Airmail Remittance Processing Capital One Services
 Capital One Services P.O. Box 83013
 P.O. Box 60000 Richmond, VA 23285-0113
 Seattle, WA 98190-6000

Important Account Information

IMPORTANT INFORMATION: Please see the new section, "Temporary Reduction in Finance Charge," on the reverse for important information regarding your account with Capital One.

Payments, Credits and Adjustments

1 06 MAR PAYMENT RECEIVED - THANK YOU \$100.00

Credit balance - Do not pay

Auto Rental Insurance* - Receive auto rental coverage at no cost for damage due to collision or theft.† Warranty Manager* - Automatically doubles manufacturer's written U.S. repair warranty up to one year on warranties of three years or less. Register your purchases by phone or online.

*Certain restrictions and conditions apply. †Effective 3/01/02, losses as a result of fire, hail, lightning, flood, or other weather-related causes are covered. Go to www.visa.com/home/fts or call 1-800-5-95-9928 now for complete benefit information.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$ 0.00	.0451494P	16.55%	\$ 0.00
CASH	\$ 0.00	.0453495P	16.55%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period 0.00%

180868

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 13 000000010000000000

Credit Balance - Do Not Pay -\$0.31
 Minimum Amount Due \$ 0.00
 Payment Due Date April 13, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Name Apt. #
 City State ZIP
 Home Phone Alternate Phone

Capital One Services
 P. O. Box 60000
 Seattle, WA 98190-6000



018095

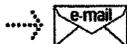


#9007395908415977# MAIL ID NUMBER
 GABRIEL T PORTEOUS
 4801 KEYREY DR
 METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

**Send us your e-mail address ...
and help Capital One® serve you better.**



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____
Please print clearly in blue or black ink. Your address should include an "®" sign and cannot contain any blank spaces. A "." should have its own space.

Name: **GABRIEL T PORTEOUS**

Account #: [REDACTED]

Your privacy is protected at Capital One. For more information about our privacy policy, please visit <http://www.capitalone.com/parent/legal/privacy.shtml>.

To get even more out of your account, see reverse! >

GOLD VISA ACCOUNT

MAR 14 - APR 13, 2002

Page 1 of 1

Account Summary

Previous Balance	531-
Payments, Credits and Adjustments	\$00
Transactions	\$62.74
Finance Charges	\$00
New Balance	\$62.43
Minimum Amount Due	\$15.00
Payment Due Date	May 13, 2002
Total Credit Line	\$200
Total Available Credit	\$137.57
Credit Line for Cash	\$200
Available Credit for Cash	\$137.57

Payments, Credits and Adjustments

Transactions

1	30 MAR	BREAUX MART #4 METAIRIE LA	533.38
2	10 APR	THE SPORTS AUTHORITY # JEFFERSON LA	29.36

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. Its quick, easy and secure!

All your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to: Stand inquiries to:
 Ann: Remittance Processing Capital One Services
 P.O. Box 60000 P.O. Box 33015
 Seattle, WA 98190-6000 Richmond, VA 23285-5015

Important Account Information

Auto Rental Insurance-Receive auto rental coverage at no cost for damage due to collision or theft. Effective 3/01/02, losses as a result of fire, hail, lightning, flood, or other weather-related causes are covered. Warranty Manager-Automatically doubles manufacturers written U.S. repair warranty up to one year on warranties of 3 years or less. Register your purchases by phone or online. Certain restrictions and conditions apply. Go to www.visa.com/benefits or call 1-800-595-9928 now for complete benefit information.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$00	045349P	16.55%	\$00
CASH	\$00	045349P	16.55%	\$00

ANNUAL PERCENTAGE RATE applied this period **0.00%**

19482M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 [REDACTED] 13 006243010000015006

New Balance	\$62.43
Minimum Amount Due	\$15.00
Payment Due Date	May 13, 2002

Total enclosed \$ [REDACTED]

Please print address changes below using blue or black ink.

Street	City	State	Zip
Home Phone	Alternate Phone		

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



019410

⑆ 9901 049590841 59708 ⑆ PART ID NUMBER
GABRIEL T PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

Easy To Use!
Make The
Purchases You've
Been Putting Off!
Hurry!
Check Expires
June

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Date _____ 2423
Check expires June 30, 2002 68-677/510
548800-01
2653

Pay To The
Order Of _____

VOID

Dollars

Capital One® Convenience Check®
Richmond, VA

Memo _____ Customer Signature _____

:051006778:7102035612210/ 2423

* Please see important information below check on reverse.

GOLD VISA ACCOUNT APR 14 - MAY 13, 2002
4388-6420-3561-2210 Page 1 of 1

Account Summary

Previous Balance	\$62.43
Payments, Credits and Adjustments	\$62.43
Transactions	\$146.82
Finance Charges	5.00
New Balance	\$146.82
Minimum Amount Due	\$15.00
Payment Due Date	June 13, 2002
Total Credit Line	\$200
Total Available Credit	\$53.18
Credit Line for Cash	\$200
Available Credit for Cash	\$53.18

Payments, Credits and Adjustments

1 08 MAY	PAYMENT RECEIVED - THANK YOU	\$62.43
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Transactions

2 12 APR	ECKERD DRUGS #0593 METAIRIE LA	\$14.13
3 13 APR	SHELL NO.21760511739 METAIRIE LA	26.86
4 13 APR	UNITED APPAREL LIQUIDT METAIRIE LA	32.60
5 25 APR	BREAUX MART #4 METAIRIE LA	36.53
6 07 MAY	FELIXS RESTAURANT NEW ORLEANS LA	36.70

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 83015
P.O. Box 60000	Richmond, VA 23285-5015
Seattle, WA 98190-6000	

Important Account Information

Capital One is a proud sponsor of the American Film Institute CBS primetime special presentation - AFI's 100 YEARS-100 PASSIONS. If you love movies, tune in to CBS Tuesday, June 11 from 8-11 PM (ET/PT) 7-10 PM (CT), as AFI counts down the 100 greatest love stories from the past 100 years of filmmaking. Which of your favorite films will be honored? Could it be THE WAY WE WERE, WEST SIDE STORY, CASABLANCA, PRETTY WOMAN, SLEEPLESS IN SEATTLE or another one of your favorites? You'll have to watch to find out. Don't miss it!

Finance Charges

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$ 00	0433496P	16.59%	\$ 00
CASH	\$ 00	0433496P	16.59%	\$ 00

ANNUAL PERCENTAGE RATE applied this period 0.00%

457028

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 4388642035612210 13 0146820062430015003

New Balance	\$146.82
Minimum Amount Due	\$15.00
Payment Due Date	June 13, 2002
Total enclosed \$	<input type="text"/>

Please print address changes below using blue or black ink.

Street	Appt #
City	State ZIP
Home Phone	Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



001502

#9013495908415977# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

MAGAZINE REWARDS CERTIFICATE

Special offer for
Capital One
cardholders

Savings Reserved for: **GABRIEL T PORTEOUS**
4801 NEYREYDR
METAIRIE LA 70002-1426

Try 3 Magazines RISK-FREE, worth up to \$18.50

CONGRATULATIONS: This certificate entitles you to sample up to 3 DIFFERENT MAGAZINES: RISK-FREE, valued up to the amount shown above. Redeem immediately for 2 months of the magazines of your choice listed on back. Any portion of the reward value that remains unused will expire by Aug. 31, 2002. Details on reverse. Complete and return this certificate in your Capital One® credit card payment envelope.

OFFER EXPIRES: AUG. 31, 2002

26PWAR DEPT K AD3 CAPTE2

REPLY IMMEDIATELY

GOLD VISA ACCOUNT

MAY 14 - JUN 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$146.82
Payments, Credits and Adjustments	\$146.82
Transactions	\$126.70
Finance Charges	\$ 0.00
New Balance	\$126.70
Minimum Amount Due	\$15.00
Payment Due Date	July 13, 2002
Total Credit Line	\$400
Total Available Credit	\$273.30
Credit Line for Cash	\$400
Available Credit for Cash	\$273.30

Payments, Credits and Adjustments

1 06 JUN	PAYMENT RECEIVED - THANK YOU	\$146.82
----------	------------------------------	----------

Transactions

2 16 MAY	WYES TV J W EASY COOKI 504-486-5511 LA	\$25.00
3 20 MAY	LITTLE SIS OR THE POOR NEW ORLEANS LA	40.00
4 29 MAY	DORIGNACS FOOD CENTER METAIRIE LA	36.90
5 30 MAY	DISCOUNT 26653345 METAIRIE LA	24.80

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

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For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to:
Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 85015
Richmond, VA 23285-5013

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	1.00	0433496P	16.59%	\$ 0.00
CASH	1.00	0433496P	16.55%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period: **0.00%**

13718M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0126700146820015003

New Balance	\$126.70
Minimum Amount Due	\$15.00
Payment Due Date	July 13, 2002
Total enclosed \$	[REDACTED]

Please print address changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



013718

#90165959084159718 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426



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GABRIEL PORTEOUS, let your home open the door to cash.



ATTENTION ALL HOMEOWNERS: Take control of your finances by refinancing your home!

Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both! So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:

- Get cash to consolidate debts!
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- Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.



For more information, with no obligation, call 1-888-394-3460

or visit our Web site at www.capitalone.com/freshstart.

*Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when comparing to your current situation.

GOLD VISA ACCOUNT

JUN 14 - JUL 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$126.70
Payments, Credits and Adjustments	\$126.70
Transactions	\$251.78
Finance Charges	\$ 0.00
New Balance	\$251.78
Minimum Amount Due	\$15.00
Payment Due Date	August 13, 2002
Total Credit Line	\$400
Total Available Credit	\$148.22
Credit Line for Cash	\$400
Available Credit for Cash	\$148.22

Payments, Credits and Adjustments

1	03 JUL	PAYMENT RECEIVED - THANK YOU	\$126.70
---	--------	------------------------------	----------

Transactions

2	20 JUN	DORIGNACS FOOD CENTER METAIRIE LA	\$36.90
3	02 JUL	AMERICAS LARGEST SHEL METAIRIE LA	214.88

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Capital One Services P.O. Box 83015
P.O. Box 60000 Richmond, VA 23285-5015
Seattle, WA 98190-6000

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	5.00	0.453496P	16.55%	\$ 0.00
CASH	5.00	0.453496P	16.55%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period: **0.00%**

156724

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0251780126700015000

New Balance	\$251.78
Minimum Amount Due	\$15.00
Payment Due Date	August 13, 2002
Total enclosed	\$ <input type="text"/>

Please print address changes below using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



20020703

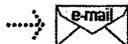


#90195959084199788 MAIL TO NUMBER
GABRIEL T PORTEOUS
4801 NEVREY DR
METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

Send us your e-mail address ...
and help Capital One® serve you better.



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: GABRIEL T PORTEOUS

Account # [REDACTED]

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GOLD VISA ACCOUNT

JUL 14 - AUG 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$251.78
Payments, Credits and Adjustments	\$251.78
Transactions	\$134.00
Finance Charges	\$.00
New Balance	\$134.00
Minimum Amount Due	\$15.00
Payment Due Date	September 13, 2002
Total Credit Line	\$400
Total Available Credit	\$266.00
Credit Line for Cash	\$400
Available Credit for Cash	\$266.00

Payments, Credits and Adjustments

1	06 AUG	PAYMENT RECEIVED - THANK YOU	\$251.78
---	--------	------------------------------	----------

Transactions

2	13 JUL	FELLNIS NEW ORLEANS LA	\$75.00
3	04 AUG	AMC ELMWOOD 2001004845 HARAHAN LA	22.00
4	06 AUG	HOUSTONS RESTAURANT # METAIRIE LA	37.00

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Attn: Remittance Processing
Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000

Send inquiries to:
Capital One Services
P.O. Box 83015
Richmond, VA 23285-3015

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$.00	04.51496P	16.55%	\$.00
CASH	\$.00	04.51496P	16.55%	\$.00

ANNUAL PERCENTAGE RATE applied this period

0.00%

13103M

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0134 000251780015005

New Balance	\$134.00
Minimum Amount Due	\$15.00
Payment Due Date	September 13, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



85 022695908415971# MAIL ID NUMBER

GABRIEL T PORTEOUS
4801 KEYREY DR
METAIRIE LA 70002-1426



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Send us your e-mail address ... and help Capital One® serve you better.



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: **GABRIEL T PORTEOUS**

Account #: _____

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GOLD VISA ACCOUNT

AUG 14 - SEP 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$134.00
Payments, Credits and Adjustments	\$134.00
Transactions	\$183.93
Fimmer Charges	\$ 0.00
New Balance	\$183.93
Minimum Amount Due	\$15.00
Payment Due Date	October 12, 2002
Total Credit Line	\$400
Total Available Credit	\$216.07
Credit Line for Cash	\$400
Available Credit for Cash	\$216.07

Payments, Credits and Adjustments

1	06 SEP	PAYMENT RECEIVED - THANK YOU	\$134.00
---	--------	------------------------------	----------

Transactions

2	18 AUG	TARGET 00007401 MARY ESTHER FL	\$36.93
3	23 AUG	HEROMANS FLORIST -FTD 225-344-0441 LA	39.69
4	25 AUG	THE TINDER BOX-METAIR METAIRIE LA	38.01
5	05 SEP	BREAUX MART #4 METAIRIE LA	19.30
6	07 SEP	AMC CLEARVIEW 01004860 METAIRIE LA	11.00
7	13 SEP	CAPITAL ONE MEMBER FEE	39.00

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Attn: Remittance Processing Capital One Services
P.O. Box 60000 P.O. Box 83015
Seattle, WA 98190-6000 Richmond, VA 23185-5015

Important Account Information

Capital One is a proud sponsor of the 54th Annual Primetime Emmy Awards Telecast. Tune in Sunday, September 22nd on NBC from 8-11 p.m. ET (7-10 p.m. CT) to see the talent you've enjoyed over the past season unite to celebrate another year of groundbreaking work in television. Capital One wants you to be a part of the excitement! Check out Capital One's ad in the September 13th issue of People magazine, or visit People.com for more details.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$ 0.00	0.433496P	16.53%	\$ 0.00
CASH	\$ 0.00	0.433496P	16.53%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period **0.00%**

72704

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 D _____ 13 0183930134000015009

New Balance	\$183.93
Minimum Amount Due	\$15.00
Payment Due Date	October 12, 2002

Total enclosed \$

Please print address changes below using blue or black ink.

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



00100

#9025795908415976# MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 MEYRE DR
METAIRIE LA 70002-1426

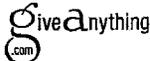


Save 10% on Holiday Gift Certificates!

One Gift Certificate ... Hundreds of Stores!
A great gift idea for everyone on your shopping list.



DIAMOND.COM



Special Offer for Cardholders of **Capital One**

See reverse side for more stores and order form. 003-1002

GOLD VISA ACCOUNT

SEP 14 - OCT 13, 2002

Page 1 of 2

Account Summary

Previous Balance	\$183.93
Payments, Credits and Adjustments	\$150.00
Transactions	\$130.03
Finance Charges	\$2.80
New Balance	\$166.76
Minimum Amount Due	\$15.00
Payment Due Date	November 13, 2002
Total Credit Line	\$400
Total Available Credit	\$233.24
Credit Line for Cash	\$400
Available Credit for Cash	\$233.24

Payments, Credits and Adjustments

1	07 OCT	PAYMENT RECEIVED - THANK YOU	\$150.00
---	--------	------------------------------	----------

Transactions

2	14 SEP	AMC ELMWOOD 2001004845 HARAHAN LA	\$11.00
3	02 OCT	BRAVO! METAIRIE METAIRIE LA	30.00
4	05 OCT	FLEUR DE LIS BAKERY METAIRIE LA	29.03

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Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Services
 Capital One Services P.O. Box 85015
 P.O. Box 86000 Richmond, VA 23185-5015
 Seattle, WA 98190-6000

Important Account Information

Please provide your e-mail address on the remittance slip attached below and return with your payment. We are collecting this information to update our records. We may use this e-mail address to provide you with account information or offers you might find beneficial.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Previous rate	Compounding APR	FINANCE CHARGE
PURCHASES	\$205.98	.0453446P	16.55%	\$2.80
CASH	\$0.00	.0453446P	16.55%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 16.55%

185654

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 [REDACTED] 13 0166760150000015000

New Balance \$166.76
 Minimum Amount Due \$15.00
 Payment Due Date November 13, 2002

Total enclosed \$

Please print mailing address and/or e-mail changes below using blue or black ink.

Street	Apt #	
City	State	ZIP
Home Phone	Alternate Phone	
Email Address		

Capital One Service
 P.O. Box 60000
 Seattle, WA 98190-6000



01 85 02 5

#0286959084159754 MAIL TO NUMBER
 GABRIEL T PORTEOUS
 4801 NEVREY DR
 METAIRIE LA 70002-1426



Please write 4383-6420-3561-2210 on your check or money order made payable to Capital One Services and mail in the enclosed envelope.



Life Happens.

Safeguard your Capital One® credit with Payment Protection.

Call toll free **1-888-527-3014** to enroll now or
mail the attached Enrollment Form with your Capital One credit card payment.

When you call, please mention Key Code **GRQ**

Be prepared for the changes in life with Payment Protection

Your minimum monthly payment
will be paid—including the monthly
charge for Payment Protection

Late and overlimit
fees may be waived

You can use your Capital One
card even while benefit payments
are being made!

Thank you for choosing

Capital One®

Customer Relations:
(800) 955-7070
www.capitalone.com

Dear GABRIEL T PORTEOUS,

Page 2 of 2

You made a smart move when you signed up for your Capital One credit card. And now we're giving you the opportunity to make yet another smart move:

Protect your Capital One credit in every phase of your life with Payment Protection.

Like many other families, you know life is full of changes. Capital One brings you the power to protect your financial future and to have peace of mind throughout each stage of your life.

The Capital One Payment Protection Program pays the minimum monthly payment you owe on your eligible balance if you marry, take a leave of absence to care for a family member, divorce, lose a job involuntarily or become temporarily disabled due to an accident or illness. Plus, in the event of death or permanent disability, Payment Protection will pay off the eligible balance on your card, up to \$10,000.

Payment Protection costs only \$.74 per \$100 of your monthly statement balance. For example, if your balance is \$200, the cost for the month is only \$1.48. If it is zero, there's no cost to you at all. And there are no hidden fees.

Over 5 million Capital One customers safeguard their credit with Payment Protection. To join them, just sign and return your attached Enrollment Form in the provided Capital One credit card statement envelope. You will receive your Payment Protection Addendum, including complete plan terms and conditions, in about two weeks.

Protect your credit and enjoy peace of mind — enroll in Payment Protection today.

Sincerely,

J. Alan Berson
Senior Vice President, Capital One

P.S. The power of Payment Protection works for you throughout every stage of your life. Enroll now to protect your Capital One account.

Enroll your other Capital One accounts in Payment Protection today by calling 1-888-527-3014.

200803

18565M

200803

Key Code GRQ

Payment Protection Enrollment Form

GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Account # [REDACTED]

YES! I want the peace of mind that comes with Payment Protection. By signing below, I authorize you to enroll me in this program to safeguard my current Capital One® account. I understand that by enrolling, I will be charged \$.74 per \$100 of my monthly statement balance, which will be billed to my Capital One credit card account. Please see reverse for Important Information.

Signature _____ Date ____/____/____

Date of Birth ____/____/____

Please sign in black or blue ink only. Detach and return this form in your Capital One credit card payment envelope.

EXCLUSIVELY FOR CAPITAL ONE® CARDHOLDERS

562000-01

Purchase valuable \$25, \$50 and \$100 SkyMall™ gift certificates today!
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- to give the gift of quality and choice
- no-hassle shopping

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- quality items from top brand names
- what they really want from a huge selection
- quick, convenient and secure shopping



For valuable gift certificates and product offerings,
complete and return the form on the back

Also, you can visit www.skymall.com/capitalone02 or call 1-800-SKYMALL.
 (Please Indicate Key Code CAP10)

To order by mail →

GOLD VISA ACCOUNT

OCT 14 - NOV 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$166.76
Payments, Credits and Adjustments	\$166.76
Transactions	\$249.40
Finance Charges	\$1.37
New Balance	\$250.77
Minimum Amount Due	\$15.00
Payment Due Date	December 13, 2002
Total Credit Line	\$400
Total Available Credit	\$149.23
Credit Line for Cash	\$400
Available Credit for Cash	\$149.23

Payments, Credits and Adjustments

1	01 NOV	PAYMENT RECEIVED - THANK YOU	\$166.76
---	--------	------------------------------	----------

Transactions

2	07 OCT	BEAU RIVAGE-TICKET OFF BILOXI MS	\$74.90
3	11 OCT	AMC CLEARVIEW 01004860 METAIRIE LA	11.00
4	21 OCT	DORIGNACS FOOD CENTER METAIRIE LA	38.30
5	23 OCT	AMERICAS LARGEST SHEL METAIRIE LA	89.44
6	30 OCT	ANGELO BROCATO ICE CRE NEW ORLEANS LA	13.72
7	11 NOV	LA OMV ELEC DRV LIC WE 800-950-1292 LA	22.04

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CapitalOne proudly supports the National Youth Anti-Drug Media Campaign. PARENTS. THE ANTI-DRUG. Stay Involved - Ask Questions. To get the FREE booklet, "Keeping Your Kids Drug-Free," call 1-800-788-2800 or visit www.TheAntiDrug.com

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www.capitalone.com

Send payments to: Send inquiries to:
 Attn: Reinsurance Processing Capital One Services
 P.O. Box 60000 P.O. Box 83015
 Seattle, WA 98190-6000 Richmond, VA 23285-5015

Important Account Information

Who should be the college football National Mascot of the Year? You help decide! Visit www.capitalonebowl.com today to cast your vote for one of the 12 finalists. Then be sure to tune in to ABC to watch the Capital One Bowl on January 1, 2003, to see who won!

Finance Charges

Please see reverse side for important information

	Finance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$97.77	0.45196%	16.55%	\$1.37
CASH	\$0.00	0.45196%	16.55%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 16.55%

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 0 [REDACTED] 13 0250770166760015007

New Balance **\$250.77**
 Minimum Amount Due **\$15.00**
 Payment Due Date **December 13, 2002**

Total enclosed \$

Please print mailing address and/or e-mail change holder using blue or black ink.

Street Apt. #
 City State ZIP
 Home Phone Alternate Phone
 E-mail Address

Capital One Services
 P.O. Box 60000
 Seattle, WA 98190-6000

#9031895908415976# MAIL TO NUMBER
 GABRIEL T PORTOUGUS
 4001 MEYREY DR
 METAIRIE LA 70002-1426



01667



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Send us your e-mail address ... and help Capital One® serve you better.



Even if you've previously given us your e-mail address, please detach and return this completed form with your next payment so we can update our records.

Your current e-mail address: _____

Please print clearly in blue or black ink. Your address should include an "@" sign and cannot contain any blank spaces. A "." should have its own space.

Name: **GABRIEL T PORTEOUS**

Account #: _____

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<http://www.capitalone.com/parent/legal/privacy.shtml>.

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GOLD VISA ACCOUNT

NOV 14 - DEC 13, 2002

Page 1 of 1

Account Summary

Previous Balance	\$250.77
Payments, Credits and Adjustments	\$250.00
Transactions	\$230.99
Finance Charges	\$4.14
New Balance	\$235.90
Minimum Amount Due	\$15.00
Payment Due Date	January 13, 2003
Total Credit Line	\$600
Total Available Credit	\$364.10
Credit Line for Cash	\$600
Available Credit for Cash	\$364.10

Payments, Credits and Adjustments

1	04 DEC	PAYMENT RECEIVED - THANK YOU	\$250.00
---	--------	------------------------------	----------

Transactions

2	24 NOV	DONS SEAFOOD HUT META METAIRIE LA	\$23.90
3	25 NOV	APPAREL WORLD DALLAS TX	28.00
4	25 NOV	BALY INTERNATIONAL (809)520-9886 CA	25.00
5	26 NOV	SUZANNES DESIGNS MEMPHIS TN	58.00
6	27 NOV	SAVY ACCESSORIES 713-9520358 TX	58.80
7	30 NOV	BREAUX MART #4 METAIRIE LA	37.29

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Send payments to: Send inquiries to:
 Attn: Remittance Processing Capital One Services
 Capital One Services P.O. Box 85015
 P.O. Box 60000 Richmond, VA 23185-5015
 Seattle, WA 98190-6000

Important Account Information

Its Capital One Bowl Week time again! Tune in to ESPN, ESPN2, and ABC starting December 17 for the best in post-season college football action, to see your favorite teams fight for bowl championships, and for college footballs ultimate prize: the DCS National Championship. And on New Years Day, be sure to tune in to ABC to watch the Capital One Bowl live from Orlando, Florida!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Compounding	FINANCE CHARGE
PURCHASES	\$304.45	0.4534%P	16.55%	\$4.14
CASH	\$3.00	0.4534%P	16.55%	\$3.00

ANNUAL PERCENTAGE RATE applied this period **16.55%**

PLEASE RETURN PORTION BELOW WITH PAYMENT.

000000 D _____ 13 023590025000001500B

New Balance	\$235.90
Minimum Amount Due	\$15.00
Payment Due Date	January 13, 2003

Total enclosed \$ _____
 Account Number: **4388-6420-3561-2210**

Please print mailing address (make e-mail changes before using blue or black ink).

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____
 Email Address _____

Capital One Services
 P.O. Box 60000
 Seattle, WA 98190-6000



89034895908415973# MAIL ID NUMBER
 GABRIEL T PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426

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- Refillable ink cartridge
- Use anytime, anywhere
- Limited lifetime warranty
- Self-inking—No more messy ink pads!
- Thousands of clear impressions without re-inking

Please send me a Kwik Stamp®, using my name and address as they appear on my statement, and ship to that address. Please charge my Capital One® account.

I authorize Capital One to forward this coupon, which includes my account number for billing purposes, on my behalf to J-O Direct, Inc., which provides this product.

Account number: [REDACTED] Expires: [REDACTED] FOR Capital One CARDHOLDERS

Customer's Signature _____ (NOTE: Only use ballpoint pen)
200403



GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Order additional Kwik Stamps on back. * Detach at perforation and return in your remittance envelope.

GOLD VISA ACCOUNT

DEC 14, 2002 - JAN 13, 2003

Page 1 of 2

Account Summary

Previous Balance	\$235.90
Payments, Credits and Adjustments	\$100.00
Transactions	\$195.18
Finance Charges	\$8.23
New Balance	\$539.31
Minimum Amount Due	\$16.00
Payment Due Date	February 13, 2003
Total Credit Line	\$600
Total Available Credit	\$60.69
Credit Line for Cash	\$600
Available Credit for Cash	\$60.69

Payments, Credits and Adjustments

1	10 JAN	PAYMENT RECEIVED - THANK YOU	\$100.00
---	--------	------------------------------	----------

Transactions

2	14 DEC	CHICOS #304 METAIRIE LA	\$299.98
3	17 DEC	VICTORIAS SECRET 0047 METAIRIE LA	\$5.84
4	23 DEC	BREAUX MART #4 METAIRIE LA	12.35
5	24 DEC	OVERLIMIT FEE	29.00

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

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To call Customer Relations to report a lost or stolen card:
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For free online account services and special customer offers, log on to:
www.capitalone.com

Send payments to: Send inquiries to:
Attn: Remittance Processing Capital One Services P.O. Box 60000 Seattle, WA 98190-6000
Capital One Services P.O. Box 85015 Richmond, VA 23285-5015

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicios en Español, por favor marque 800-929-8137.

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	\$603.98	0437796P	16.05%	\$8.23
CASH	\$0.00	0437796P	16.05%	\$0.00

ANNUAL PERCENTAGE RATE applied this period 16.05%

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0539310100000016004

New Balance: \$539.31
Minimum Amount Due: \$16.00
Payment Due Date: February 13, 2003
Total enclosed: \$ [REDACTED]
Account Number: 4388-6420-3561-2210

Please print mailing address and/or e-mail changes below using blue or black ink.

Street _____ Apt. # _____
City _____ State _____ ZIP _____
Home Phone _____ Afternoon Phone _____
E-mail Address _____

Capital One Services
P.O. Box 60000
Seattle, WA 98190-6000



#90014959084159719 MAIL ID NUMBER
GABRIEL T PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

3939

CAPITAL PURCHASE CHECK

GABRIEL T PORTEOUS
4801 NEYRE'DR
METAIRIELA 70002-1426

10147
68-677/510
200877

Date _____
Expires 02/28/03

Pay To The Order Of GABRIEL T PORTEOUS \$ 100.00

One Hundred and 00/100 Dollars

Capital One® Richmond, VA

Memo _____ Cardholder Signature _____

/10147/ :051006778:8652035612210/

Page 2 of 2



Enjoy this special Capital Purchase Check offer for Preferred Cardholders.

Use purchase checks like personal checks!

Access your account quickly and conveniently!

Hurry! Your purchase checks expire 02/28/03.

Thank you for choosing
Capital One
Preferred Cardholder
Customer Relations:
(800) 903-3637
www.capitalone.com

RE: Your account number ending in 2210

GABRIEL T PORTEOUS,

Because you are a Preferred Cardholder at Capital One®, we'd like to show you our appreciation. So, we're giving you two no-transaction-fee Capital Purchase Checks* to use however you'd like!

Enjoy easy access to your account with these checks, especially where credit cards are not accepted. Cover unexpected expenses, make home improvements, or even donate to your favorite charity. With no transaction fee and the same APR as purchases, you're sure to find plenty of ways to use them.

The first check, which is made out to you, can be deposited into your bank account and used like cash. The other check is great for transferring balances from other accounts, such as retail or credit cards and loans. By consolidating debt into one payment, you'll have fewer checks to write each month—and more free time for you! Just be sure the total amount of your checks and other transactions doesn't exceed your available credit.

We hope you'll enjoy your purchase checks. They are our way of saying thank you for being a Capital One Preferred Cardholder!

Sincerely,

Robert M. Alexander
Robert M. Alexander
Senior Vice President

P.S. Don't delay! These Capital Purchase Checks expire 02/28/03.
Take advantage of both of them today!

*Please see the reverse side for the terms and conditions of using these checks. 200877

CAPITAL PURCHASE CHECK

GABRIEL PORTEOUS
4801 NEYRE'DR
METAIRIELA 70002-1426

10148
68-677/510
200877

Date _____
Expires 02/28/03

Pay To The Order Of _____ \$ _____

Capital One® Richmond, VA

Memo _____ Cardholder Signature _____

/10148/ :051006778:8652035612210/

EXCLUSIVELY FOR CAPITAL ONE® CARDHOLDERS

568006-01

Capital One® and SkyMall™ bring you quality, brand-name products!
 Save **10%** on SkyMall merchandise* for any occasion through 03/31/03.



FRONTGATE.

Ultimate Smoothie Machine, Item #812, \$89.00**
 And order your Fruit Mix Kit, Item #16340, \$2.99**
 *Flavors include: Strawberry-Banana, Tropical Mango, Peach-Berry

Mrs. Fields®
 Every
 Occasion
 Nibblers Cookie
 Basket, Item #938,
 \$40.99**



For these and other valuable product offerings, visit

www.skymall.com/capitalone02

Also, you can call 1-800-SKYMALL or complete and return the form on the back.
 (Please indicate Coupon Code ONE10)

PLUS many more
 great items.

To order by mail →

GOLD VISA ACCOUNT

JAN 14 - FEB 13, 2003

Page 1 of 1

Account Summary

Previous Balance	\$539.31
Payments, Credits and Adjustments	\$129.00
Transactions	\$62.69
Finance Charges	\$7.60
New Balance	\$480.60
Minimum Amount Due	\$15.00
Payment Due Date	March 13, 2003
Total Credit Line	\$600
Total Available Credit	\$119.40
Credit Line for Cash	\$600
Available Credit for Cash	\$119.40

All your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

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Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 60000	Richmond, VA 23265-5015
Seattle, WA 98190-6000	

Important Account Information

For service in Spanish, please call (800) 929-8137. Para
 servicios en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	04 FEB	OVERLIMIT FEE CREDIT	\$29.00
2	05 FEB	PAYMENT RECEIVED - THANK YOU	100.00

Transactions

3	14 JAN	OSHMANN #0252 NEW ORLEANS LA	\$43.45
4	19 JAN	BREAUX MART #4 METAIRIE LA	8.24
5	07 FEB	AMC CLEARVIEW 01004860 METAIRIE LA	11.00

Year 2002 Security Account Information

Account Number: [REDACTED]
 Balance on 12/31/2001: \$49.00
 Interest Earned: \$ 0.00
 Balance on 12/31/2002: \$49.00

****Important Notice****The interest earned on this deposit does not meet IRS reporting requirements. If this is your only deposit, the interest will not be reported to the IRS and Form 1099-INT will not be provided. Interest earned on multiple deposits will be combined for IRS reporting purposes. If your total interest earned is \$10.00 or greater, it will be reported and Form 1099-INT will be provided.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

Finance Charges

Please see reverse side for important information

	Balance rate applied to	Periodic rate	Corresponding rate	FINANCE CHARGE
PURCHASES	\$537.39	0.439764P	16.05%	\$7.60
CASH	\$ 0.00	0.439764P	16.05%	1.00

ANNUAL PERCENTAGE RATE applied this period 16.05%

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0480600100000015008

New Balance **\$480.60**
 Minimum Amount Due **\$15.00**
 Payment Due Date **March 13, 2003**

Total enclosed \$ [REDACTED]

Account Number: **4388-6420-3561-2210**

Please print mailing address and/or email changed below using blue or black ink.

Street _____ Apt. # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____
 Email Address _____

Capital One Services
 P.O. Box 60000
 Seattle, WA 98190-6000

021748

#9004595908415975# MAIL ID NUMBER
 GABRIEL T PORTEOUS
 4801 MEYREY DR
 METAIRIE LA 70002-1426

Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

ESPECIALLY FOR CAPITAL ONE® CARDHOLDERS

56260-01

GABRIEL PORTEOUS,

let your home open the door to cash.

ATTENTION ALL HOMEOWNERS: Take control of your finances by refinancing your home!

Ever wonder where you'll get the money for next month's bills? At Full Spectrum® Lending, we specialize in helping homeowners with less-than-perfect credit. Our refinancing solution could help reduce your mortgage payment, add cash to your wallet—or both! So, whether you have an adjustable- or fixed-rate home loan, we may be able to help you:



- Get cash to consolidate debts!
- Reduce your monthly mortgage payment!
- Put extra cash in your pocket!

Call today and take advantage of current low interest rates! At Full Spectrum Lending, we believe your future is more important than your past.



For more information, with no obligation, call 1-800-537-5023

or visit our Web site at www.capitalone.com/freshstart.

Refinancing or taking out a home equity line of credit may increase the total number of monthly payments and the total amount paid when compared to your current situation.

GOLD VISA ACCOUNT

FEB 14 - MAR 13, 2003

Page 1 of 1

Account Summary

Previous Balance	\$489.60
Payments, Credits and Adjustments	\$100.00
Transactions	\$114.82
Finance Charges	\$6.97
New Balance	\$502.39
Minimum Amount Due	\$15.00
Payment Due Date	April 12, 2003
Total Credit Line	\$600
Total Available Credit	\$97.61
Credit Line for Cash	\$600
Available Credit for Cash	\$97.61

At your service

To call Customer Relations or to report a lost or stolen card:
1-800-608-5227

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Send payments to:	Send inquiries to:
Attn: Remittance Processing	Capital One Services
Capital One Services	P.O. Box 85015
P.O. Box 60000	Richmond, VA 23285-5015
Seattle, WA 98190-6000	

Important Account Information

For service in Spanish, please call (800) 929-8137. Para servicios en Español, por favor marque 800-929-8137.

Payments, Credits and Adjustments

1	07 MAR	PAYMENT RECEIVED - THANK YOU	\$100.00
---	--------	------------------------------	----------

Transactions

2	13 FEB	BREAUX MART #4 METAIRIE LA	\$12.36
3	13 FEB	CHOCOS 8009 NEW ORLEANS LA	60.06
4	13 FEB	ANN TAYLOR LOFT #988 NEW ORLEANS LA	21.79
5	25 FEB	BREAUX MART #4 METAIRIE LA	20.61

Auto Rental Insurance - Coverage for collision damage or theft with card purchase of auto rental. Certain restrictions and conditions apply. Warranty Manager - Duplicate manufacturers written U.S. repair warranty up to one year on warranties of three years or less. Certain restrictions and conditions apply. Register your purchases by phone or online. Go to www.visa.com/benefits/or call 1-800-955-7070 now for complete benefit information.

Register today at www.capitalone.com to access your account online. Your FREE access will allow you to pay your bill online, check your balance and view your statement. It's quick, easy and secure!

Finance Charges

Please refer to reverse side for important information

	Balance rate Applied to	Periodic rate	Corresponding APR	FINANCE CHARGE
PURCHASES	3.24% to 15.00%	0.439766P	16.05%	\$6.97
CASH	\$ 0.00	0.439766P	16.05%	\$ 0.00

ANNUAL PERCENTAGE RATE applied this period **16.05%**

PLEASE RETURN PORTION BELOW WITH PAYMENT.

0000000 0 [REDACTED] 13 0502390100000015000

Please print mailing address on the e-mail charges before using blue or black ink.

New Balance **\$502.39**
 Minimum Amount Due **\$15.00**
 Payment Due Date **April 12, 2003**

Total enclosed \$ [REDACTED]

Account Number: **4388-6420-3561-2210**

Street _____ Apt # _____
 City _____ State _____ ZIP _____
 Home Phone _____ Alternate Phone _____
 Email Address _____

Capital One Services
 P.O. Box 60000
 Seattle, WA 98190-6000



#90073959084159778 MAIL TO NUMBER
 GABRIEL Y PORTEOUS
 4801 NEVREY DR
 METAIRIE LA 70002-1426



Please write your account number on your check or money order made payable to Capital One Services and mail in the enclosed envelope.

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF LOUISIANA

FILED

IN THE MATTER OF

CASE NUMBER 18 P 1:48

Gabriel T. Porteous, Jr.
Carmella A. Porteous

01-12363 CLERK
Section "A" UNITED STATES
BANKRUPTCY COURT

DEBTORS

CHAPTER 13

AFFIDAVIT IN SUPPORT OF ATTORNEY'S FEES

NOW INTO COURT, comes Claude C. Lightfoot, Jr., counsel for the debtors in the above case, to submit this affidavit as requested by the Court in support of the fees requested to be paid through the Chapter 13 Plan in the above captioned and numbered case.

STATE OF LOUISIANA

PARISH OF JEFFERSON

BEFORE ME, the undersigned authority, did come and appear Claude C. Lightfoot, Jr., who, after being duly sworn, did depose and state:

That he is counsel of record for the debtors in the above captioned and numbered case.

That this case in fact began many months prior to the filing of the petition on March 28, 2001. Considerable time was spent in July and early August of 2000 in meetings with the debtors and counsel compiling documentation on assets and debts, and developing a workout proposal to the creditors of this case in an effort to avoid the filing of this bankruptcy. A workout proposal containing a schedule of debts and an analysis of assets was mailed to each of the Schedule F creditors on August 14, 2000. When no response was forthcoming in the months after this letter was sent, numerous follow up letters and telephone calls ensued. Finally, after discussions with attorneys for two of the creditors, it became clear that sufficient responses accepting the workout proposal

218

SC00057

HP Exhibit 342

would not be forthcoming. The only two responses were from the attorneys, one of whom was instructed to reject the proposal.

That this process required many conferences with the debtors, many drafts of debt and asset summaries, and many letters to the creditors seeking a response. An additional \$750.00 was fixed as the fee for all of this activity, which spanned many months. No fee whatsoever has ever been paid by the debtors, and it was specifically agreed that the charges for the additional workout proposal work would be included in the Chapter 13 Plan for payment, if a bankruptcy filing were required. A review of the correspondence file in preparation for this response has demonstrated that the additional \$750.00 fee is well below the amount of time required at this counsel's normal rate of \$200.00 per hour.

That attached hereto is a true and correct accounting of the time and charges (at the applicant's normal hourly rate), which totals \$3,460.00.

That notwithstanding the total of charges at the hourly rate indicated, the arrangement between counsel and the debtors is for a flat fee of \$750.00 for these services, approval of which is requested.

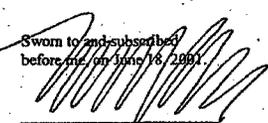
That the services indicated on the attached invoice comprise all of the fees requested for tasks normally outside the scope of the normal fee of \$1,000.00 for Chapter 13 cases in the Eastern District of Louisiana.

WHEREFORE, it is requested that the total fee of \$1,750.00 be granted as sought, to be paid through the Chapter 13 Plan.

Respectfully submitted,

CLAUDE C. LIGHTFOOT, JR. P.C.


Claude C. Lightfoot/Jr. (#7989)
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002
PH: (504) 838-8571
Counsel for Debtors


Sworn to and subscribed
before me on June 18, 2001.

Notary Public

CERTIFICATE OF SERVICE

I hereby certify that a copy of the above and foregoing pleading has been served on all parties in interest by placing a copy in the U.S. Mail, postage prepaid, on June 18, 2001, as follows, to wit:

S.J. Beaujieu, Jr.
433 Metairie Road
Suite 515
Metairie, LA 70005



Claude C. Lightfoot, Jr.

CLAUDE C. LIGHTFOOT, JR., P.C.

Suite 450
3500 North Causeway Boulevard
Metairie, LA 70002

**Gabriel T. Porteous, Jr. and Carmella
A. Porteous**
4801 Neyrey Drive
Metairie LA 70002

Invoice submitted through: June 18, 2001

In reference to: In re: Gabriel T. and Carmella A. Porteous, United
States Bankruptcy Court 01-12363

PROFESSIONAL SERVICES:

		<u>Hrs/Rate</u>	<u>Amount</u>
7/20/2000	CCL Conference with Gabriel Porteous to discuss workout and bankruptcy options.	1.50 200.00/hr	300.00
8/1/2000	CCL Receive and review appraisal of real property and payoff statements on mortgages.	0.50 200.00/hr	100.00
8/14/2000	CCL Draft correspondence with analysis of debts and assets and including appraisal and payoff statements to all creditors proposing workout agreement.	2.50 200.00/hr	500.00
8/23/2000	CCL Draft correspondence with list of creditors to Edward Bukaty and Robert Mathis.	0.30 200.00/hr	60.00
8/29/2000	CCL Receive and review correspondence and new invoices from Gabriel Porteous.	0.20 200.00/hr	40.00
9/25/2000	CCL Receive and review correspondence from Citibank re: calling to discuss workout.	0.20 200.00/hr	40.00
12/21/2000	CCL Draft long letter with analysis and workout proposal to American Express Optima.	0.60 200.00/hr	120.00

SC00061

Gabriel T. Porteous, Jr. and Carmella

A. Porteous

Page 2

			<u>Hrs/Rate</u>	<u>Amount</u>
12/21/2000	CCL	Draft long letter with analysis and updated figures to all creditors.	1.40 200.00/hr	280.00
	CCL	Draft correspondence to Gabriel and Carmella Porteous advising status of workout proposal, enclosing copies of various correspondence.	0.30 200.00/hr	60.00
1/5/2001	CCL	Receive and review correspondence from Darryl Fontana to Gabriel Porteous.	0.20 200.00/hr	40.00
2/1/2001	CCL	Draft correspondence to Darryl Fontana with copy of workout proposal to his client, Bank of Louisiana.	0.30 200.00/hr	60.00
	CCL	Draft correspondence to Ed Bukaty with copy of workout proposal.	0.30 200.00/hr	60.00
6/14/2001	CCL	Various conferences with Gabriel Porteous to review new invoices, rework workout proposal figures, etc. between August, 2000 and February, 2001.	6.00 200.00/hr	1,200.00
	CCL	Various telephone conferences with creditors re: whether they had read the workout proposal, who to speak to next, etc. between September, 2000 and February, 2001.	3.00 200.00/hr	600.00

For professional services rendered:

17.30 \$3,460.00

BALANCE DUE:**\$3,460.00**

<u>Name</u>	<u>Attorney Summary</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Claude C. Lightfoot, Jr.		17.30	200.00	\$3,460.00

SC0062



Installment Loans
P. O. Box 10205
Birmingham, AL 35202

|||||
GABRIEL THOMAS PORTEOUS
4801 NEYREY DR
METAIRIE, LA 70002-1426

07/06/01

NOTICE OF MATURITY

Loan Number: [REDACTED]
Due Date: 07/17/01
Amount Due: \$5,273.19

Congratulations! You are approaching the due date of the last payment on your installment loan with us. To ensure prompt credit of your payment, we ask that you send the bottom portion of this notice with your payment. If your payment has been automatically debited from a deposit account, we request that you mail a check for the final payment, or call your local Regions Bank office and ask that the final payment be manually debited. Should your payment be received after the due date, interest at the rate of \$1.34 per day will be added to your account.

If you have already mailed your payment, please disregard this notice. Thank you for choosing Regions Bank for your installment loan. We hope our service to you has been a pleasant experience and hope you will call on us again whenever we can be of service to you.

Detach and return bottom portion with your payment

Account Number [REDACTED] Payment Due Date 07/17/01 Customer Name GABRIEL THOMAS PORTEOUS

Make check payable to:

[REDACTED]
REGIONS BANK
P.O. BOX 2153
BIRMINGHAM, AL 35287-0150

CR \$

HP Exhibit 343

JC202378

⑆ 3 2 2 2 ⑆ 0 0 1 ⑆ 0 0 0 0 0 0 0 0 ⑆ 0 7 2 ⑆

Speed Letter. 44-902

GrayLine 6345-A-18-8283

Speed Letter.

To GABRIEL T PORTEOUS AND
CARMELA G PORTEOUS

From FIDELITY HOMESTEAD ASSN
222 HARCONE ST
NEW ORLEANS LA 70112

Subject LOAN PAYOFF Loan No. [REDACTED]

MESSAGE

Mr. Porteous:

In reference to our telephone conversation today October 16, 2000.

I have enclosed a copy of the Payoff you requested.

If you need additional information please call me at 569-3424.

Date 10/16/00 Signed

REPLY

Betty Welch
Asst. Vice-Pres.
Loan Service Manager

Wilson Jones
SHUTTLE FORM 44-902 3/PART
©1983 • PRINTED IN U.S.A.

Date Signed

RECIPIENT—RETAIN WHITE COPY, RETURN PINK COPY

MAN PAYOFF INQ [REDACTED]
D THRU 10/31/00

PROP ADD1 4801 NEYREY DR
PROP ADD2

BALANCE	113,415.89
30 DAYS INTEREST	685.22
ESC REFUND	821.57
NET PAY OFF	113,279.54
TOTAL DUE	113,279.54
INTEREST PER DAY	22.4662

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

ACCOUNT [REDACTED] NAME FORTEOUS SIMPLE INTEREST

BANKSERV INSTALMENT LOAN ON LINE

PAYOFF DATA INQUIRY

NOTE DATE	11/25/97	CUR BRANCH 00525
TERM	61	CUR TYPE 0036
INTEREST RATE	.08500	CUR DEALER 000000
DOLLAR DAY RATE	10.4166	
STOP ACCRUAL CODE	0	*****
CURRENT BALANCE	44,852.76	* TO REQUEST A PROJECTED PAYOFF *
LATE CHARGES BALANCE	0.00	* FOR A FUTURE DATE, ENTER DATE: *
INTEREST EARNED UNCOLLECTD	0.00	*
CDI PREM EARNED UNCOLLECTD	0.00	* AND PRESS ENTER. *
LI PREM EARNED UNCOLLECTD	0.00	* MMDDYY *
MISCELLANEOUS FEES	0.00	*
OTHER CHARGES	0.00	* THE FUTURE DATE CAN NOT BE *
DAYS SINCE LAST ACCRUAL	14	* GREATER THAN 11/23/00 *
CURRENT PAYOFF AMOUNT	44,998.59	*****
CUR. PAYOFF-GOOD THRU DATE	10/23/00	

COLLATERAL DESCRIPTION
X CMN DTD 11-25-97 100M



**SUMMARY REPORT OF
THE PROPERTY LOCATED AT
4801 NEYREY DRIVE
METAIRIE, LA 70002**

as of
AUGUST 8, 1997

for
FIDELITY HOMESTEAD ASSOCIATION

CAB # 600909

by
CENTRAL APPRAISAL BUREAU, INC.

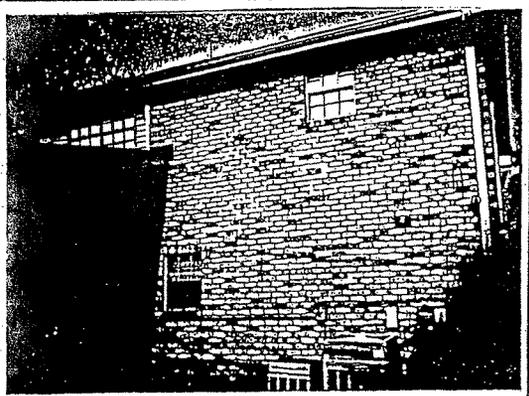
**4403 Zenith Street
Metairie, LA 70001**

PHOTOGRAPH ADDENDUM

Borrower **M/M Gabriel Porteous, Jr.**
Property Address **4801 Neyrey Drive**
City **Metairie** County **Jefferson** State **La** Zip Code **70002**
Lender **Fidelity Homestead Association**



**FRONT OF
SUBJECT PROPERTY**



**REAR OF
SUBJECT PROPERTY**



STREET SCENE

JC202383

COMPLETE APPRAISAL ANALYSIS - SUMMARY APPRAISAL REPORT
UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 600909

Valuation Section

ESTIMATED SITE VALUE	\$	105,000
ESTIMATED REPRODUCTION COST-NEW OF IMPROVEMENTS:		
Dwelling	3,590 Sq. Ft. @ \$ 53.00	= \$ 190,270
Porch		= 4,000
Garage/Carport		=
Total Estimated Cost New		= \$ 194,270
Less:		
Depreciation	29,000	= \$ 29,000
Depreciated Value of Improvements		= \$ 165,270
*As-Is Value of Site Improvements		= \$ 3,000
INDICATED VALUE BY COST APPROACH (273,500)		= \$ 273,270

Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation, and for HUD, VA and FHA, the estimated remaining economic life of the property): Cost figures are derived from 1) Marshall & Swift Residential Cost Services adjusted to the local market, 2) abstracted costs from area new construction and 3) other local sources. See addendum for gross living area calculations.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
4801 Nayray Drive		4701 Gary Mikol Ave.	4640 Taft Park	4501 Taft Park
Address				
Proximity to Subject		1/2 mile +/-	1/2 mile +/-	1/2 mile +/-
Sales Price	\$ N/A	\$ 261,200	\$ 278,000	\$ 305,000
Price/Gross Liv. Area	\$ N/A	\$ 92.89	\$ 77.39	\$ 98.39
Date and/or Verification Sources	Inspection	UNO Data/Multi List	Deedfax/Multi List	Multi List Deedfax
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION + (1) Adjustment	DESCRIPTION + (1) Adjustment	DESCRIPTION + (1) Adjustment
Sales of Financing Concessions		Conventional Sale	Conventional Sale	Cash Sale
Date of Sale/Time	4/20/97	4/30/97	4/30/97	6/23/97
Location	Average/Good	Similar	Similar	Similar
Leasehold/Free Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Site	Avg. 60x90/83	70x120 -8,000	60x114	88x110 -22,000
View	Average	Similar	Similar	Similar
Design and Appraisal	Two Story	Two Story	Two Story	Two Story
Quality of Construction	Average/Good	Similar	Similar	Superior -10,000
Age	21yrs +/-	23yrs +/-	21yrs +/-	25yrs +/-
Condition	Good/Average	Similar	Similar	Similar
Above Grade	Total Mass Bdr	Total Mass Bdr	Total Mass Bdr	Total Mass Bdr
Room Count	13 15 13 1	9 4 12 1	9 4 12 1	10 14 4
Gross Living Area	3,590 Sq. Ft.	2,812 Sq. Ft. +19,500	3,592 Sq. Ft.	3,100 Sq. Ft. +12,500
Basement & Finished Rooms Below Grade	N/A	N/A	N/A	N/A
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Cent./Cent.	Cent./Cent.	Cent./Cent.	Cent./Cent.
Energy Efficient Items	Average	Average	Average	Average
Garage/Carport	Parking Pad	2 Garage -6,000	2 Garage -6,000	2 Garage -6,000
Porch, Patio, Deck, Fireplace(s), etc.	Porch	Pool/Superv. -7,000	Pool/Superv. -8,000	Pool/Superv. -8,000
Fence, Pool, etc.	Pipe/Place	Site Improv.	Site Improv.	Site Improv.
Buildings	Fence/Site	Similar	Similar	Similar
Net Ad. (total)		Similar	Similar	Similar
Adjusted Sales Price of Comparable		\$ 262,700	\$ 267,000	\$ 269,500

Comments on Sales Comparison (including the subject property's comparability to the neighborhood, etc.): All three comparables are recent sales of similar properties located in close proximity to the subject. All are given consideration and are considered to be current and reliable indicators of value. The subject property is compatible with surrounding neighborhood improvements. Site adjustments consider the estimated market reaction to lot width, depth & overall utility. Market data indicates an adjusted value range from \$262,700 to \$269,500. See addendum.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Date Source, for prior sales within year of appraisal	See F.I.R.E.A. Addendum	N/A	N/A	N/A
Analysis of any current agreement of sale, option, or listing of the subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal: See F.I.R.E.A. addendum.				

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 266,000

INDICATED VALUE BY INCOME APPROACH (If Applicable) Estimated Market Rent \$ N/A / Mo. x Gross Rent Multiplier N/A = \$ N/A

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans and specifications.

Conditions of Appraisal: Single family dwellings are seldom purchased for income producing purposes. Therefore, the Income Approach to value lacks good rationale & is not used in this report.

Final Recommendation: The Market Data Analysis was considered the best indicator of value as it best reflects buyer-seller reaction to this market. Cost Approach is given little weight due to the difficulty in estimating cost new and accrued depreciation.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value conditions that are stated in the attached Freddie Mac Form 435/Standard Form 1004B (Revised 1/97) ESTIMATE THE MARKET VALUE AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF August 8, 1997.

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 266,000

APPRaiser: B. B. B. SUPERVISORY APPRAISER (ONLY IF REQUIRED):
 Signature: B. B. B. Name: Brent Boultner, SA Date Report Signed: August 6, 1997 State: Ta
 Signature: _____ Name: _____ Date Report Signed: _____ State: _____

-10090909

FIRREA ADDENDUM 800509

Borrower M/M Gabriel Porteous, Jr.
 Property Address 4801 Neyrey Drive
 City Metairie County Jefferson State La Zip Code 70002
 Lender/Client Fidelity Homestead Association

Purpose of Appraisal
 The purpose of the appraisal is to estimate the market value of the subject property as defined herein.

Scope of Appraisal
 The appraisal is based on the information gathered by the appraiser from public records, other identified sources, inspection of the subject property and neighborhood, and selection of sales within the subject market area. The original source of the comparables is shown in the Data Source section of the market grid along with the source of conformation, if available. The sources and data are considered reliable. Cost figures are derived from cost services, market abstractions from area new construction and by the appraiser's knowledge of the local market. Physical depreciation, if any, is based on the effective age of the subject property. Functional and/or external depreciation, if present, is specifically addressed in the appraisal report or other addendums.

Report of the prior appraisal history on the subject property
 Is the subject property currently listed? Yes No List Price: \$ N/A
 Has the property sold during the prior year? Yes No If yes, describe below
 According to the data utilized in preparing the report, the property has not transferred within the past 12 months.

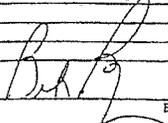
Marketing Time
 What is your estimate of marketing time for the subject property? 3 to 6 months Describe below the basis (rationale) for your estimate?
 The estimated marketing time is derived from statistical data published on a quarterly basis by the Multi-List Service affiliated with the New Orleans Metropolitan Association of Realtors, Inc. for the subject area, and in consideration of factors otherwise stated in the accompanying appraisal report that are specific to the subject property. This marketing time is dependent on the subject property being actively and aggressively marketed by a professional manager or real estate agent. This marketing time is also dependent on the local economy not deteriorating and the supply of "for sale" properties not substantially increasing during this marketing period. See additional comments below.

Does the transaction involve the transfer of personal property, fixtures, or intangibles that are not real property? Yes No
 If yes, provide description and valuation below.
 Physical depreciation has been calculated by dividing the estimated effective age of the subject by the typical total economic life assigned.

Additional Comments
 The majority of what is known as the "Greater New Orleans Area" is surrounded by water or wetlands, which restricts the availability of vacant land that can be developed for construction. This factor has been intensified by the recent Wetlands Act, which further restricts land use in this general area. The restriction of vacant land coupled with the predictable forces of supply and demand result in a continuing escalation of land values in the already developed areas. This escalation is especially prevalent in higher demand residential areas such as the subject's area. Land to value ratios of 50% or greater are not unusual in many New Orleans areas, and these ratios are readily accepted by the buying market.

Additional Certification
 1. The acceptance of this appraisal assignment by the appraiser was not based on a requested minimum valuation, a specified valuation, or an approval of the loan.
 2. The appraiser certifies that the compensation for this appraisal is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result of the occurrence of a subsequent event.
 3. This appraisal has been prepared to conform with the Uniform Standards of Professional Appraisal Practice ("USPAP") adopted by the Appraisal Standards Board of the Appraisal Foundation, except the Disclosure Provision, unless otherwise stated below.
 4. The appraiser has disclosed within this appraisal report, or below, all steps taken that were necessary or appropriate to comply with the Competency provision of the USPAP. The Appraiser certifies and agrees that: Analyses, opinions and conclusions herein stated were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP), and in accordance with the regulations developed by the Lenders Federal Agency as required by FIRREA. **COMPETENCY PROVISION:** The appraiser has completed previous appraisals of similar type properties.

CONTINUING EDUCATION STATUS: AS of the date of this report, I, Brent F. Boulmay, have completed the requirements under the continuing education program of the Appraisal Institute.

Date: August 8, 1997 Appraiser(s):  Brent Boulmay, SRA

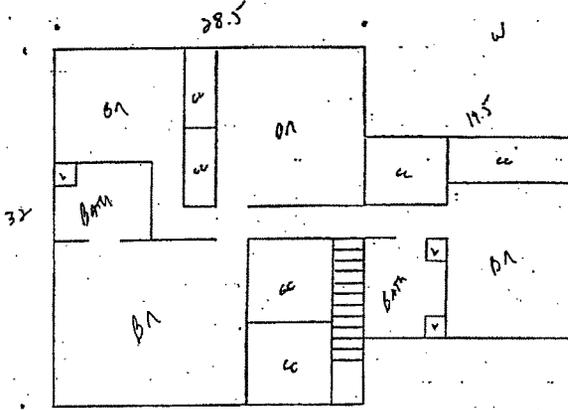
600909 8/8/97
4801 NEALEY DR

CANTHAGE ST

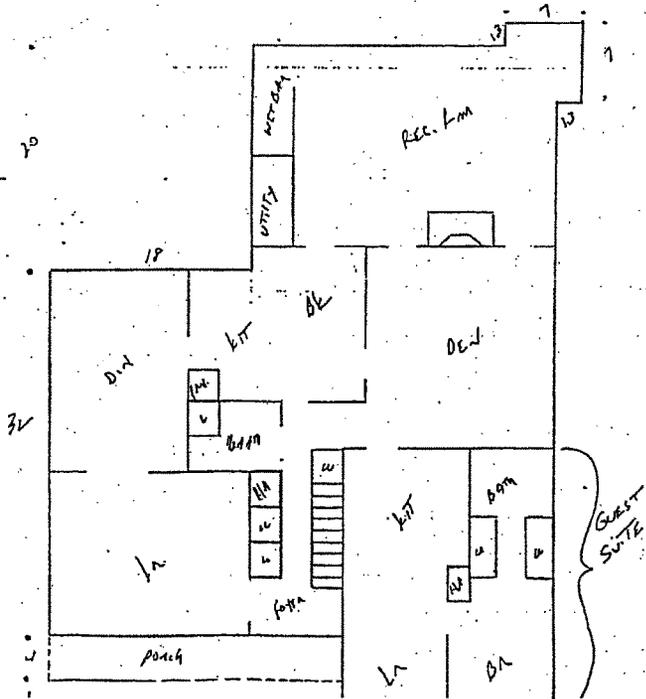
N. Line of S10. SQ-11

NEALEY DR

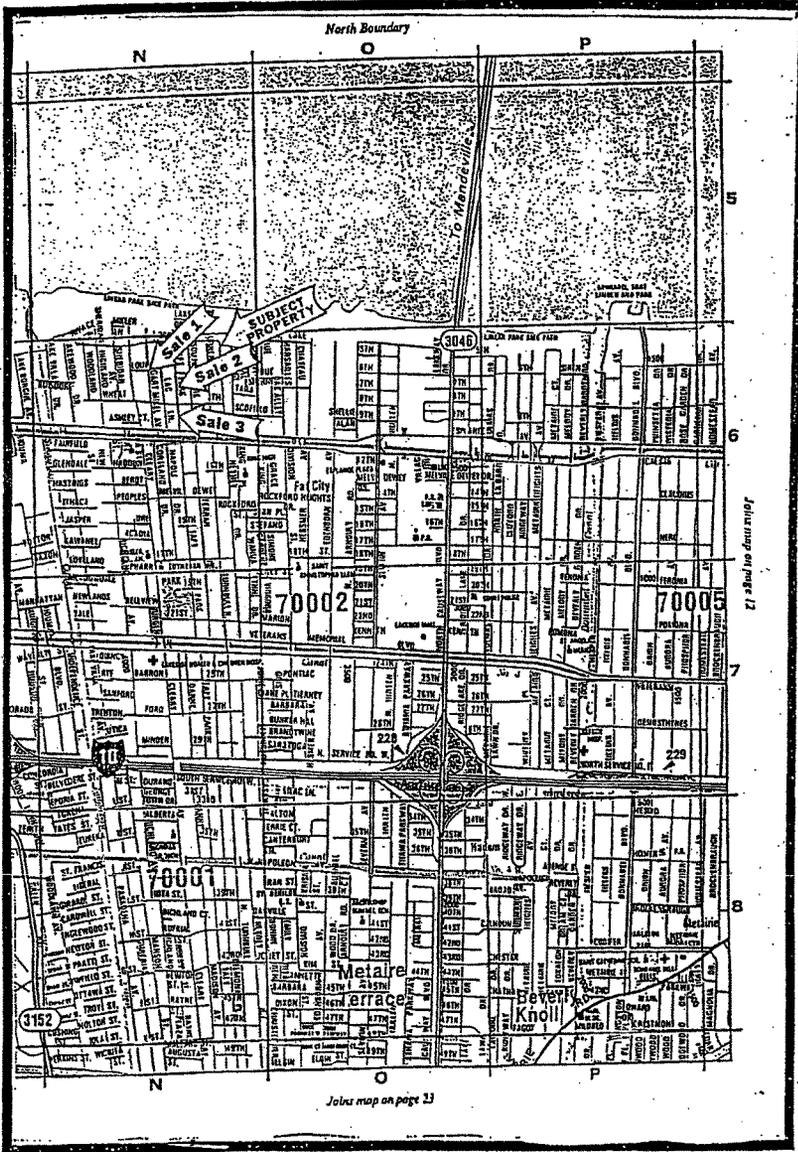
2nd Floor



1st Floor

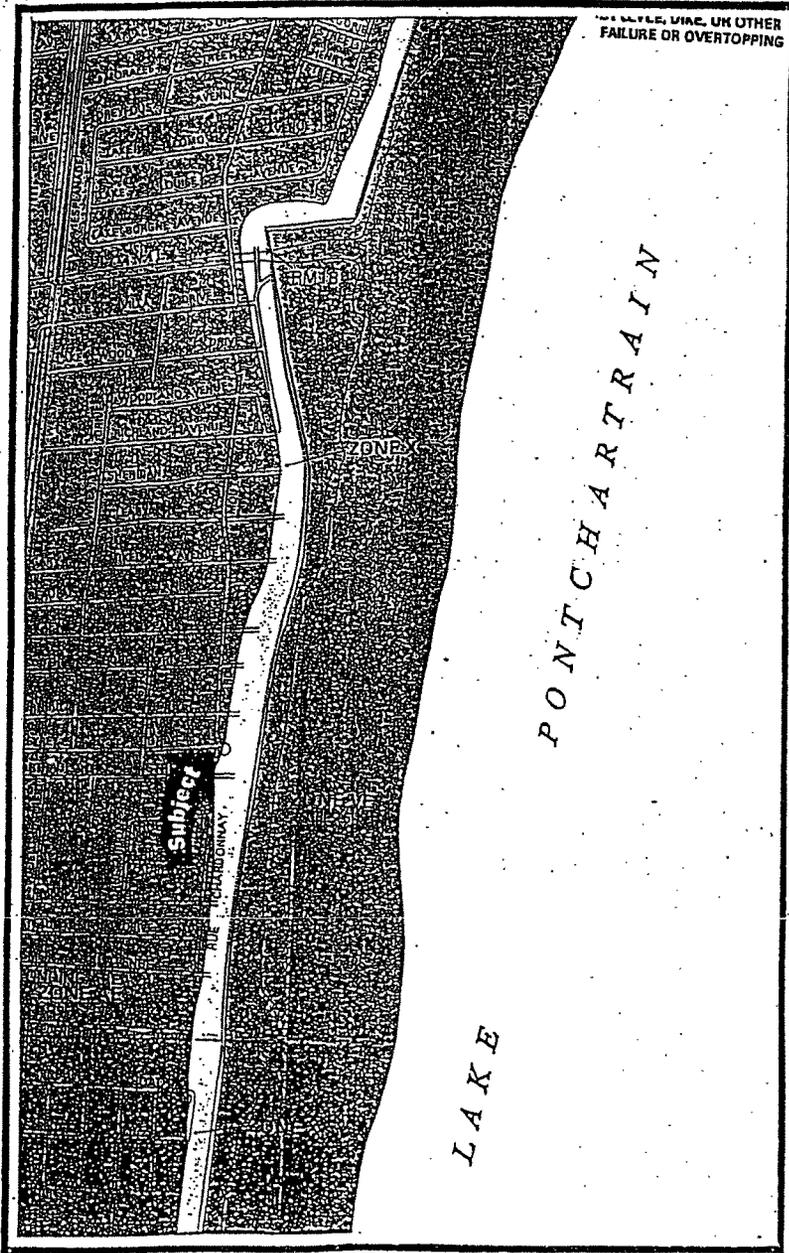


JC202389



Comparable Market Data

JC202390



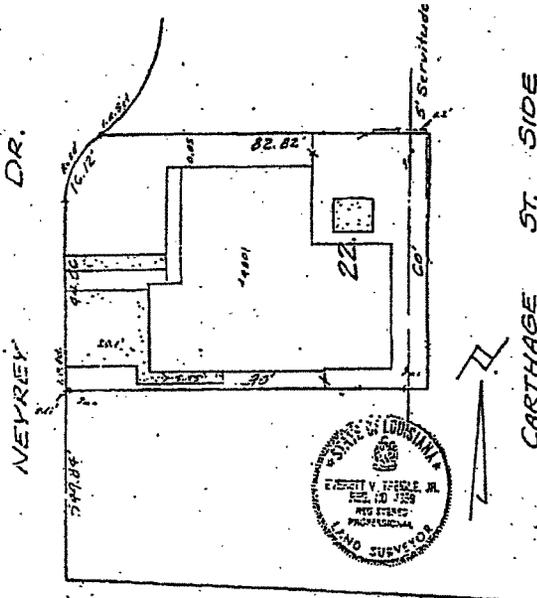
Auto Zone Graphics, Inc. © COPYRIGHT 1987

Flood Zone Map

JC202391

SO. 11, NEYREY PARK, EXT. N° 4
JEFFERSON PARISH, LA.

LAKE PONTCHARTRAIN PROTECTION LEVEE
THIRD ST. SIDE SIDE



BRENNAN PL.
(late Fifth St.)

THE SERVICES AND REPRESENTATIONS SHOWN ON THIS SURVEY ARE LIMITED TO THOSE SET FORTH IN THE PREVIOUS PARAGRAPHS AND NO REPRESENTATION THAT ALL APPLICABLE RELEVANT AND OBSERVATIONS ARE SHOWN HEREON. THE SURVEYOR HAS MADE AN EVIDENT SEARCH OF PUBLIC RECORDS SEARCH TO CORRELATE THE DATA FOR THIS SURVEY.

THE FEDERAL INSURANCE ADMINISTRATION HAS NO RECORD HEREON AND WARRANTS THAT THE ABOVE RELEVANT RECORDS IS LOCATED IN THE YEAR 1988.

Date: September 17, 1983 Scale: 1"=30'

Surveyed in accordance with the Louisiana "Minimum Standards for property boundary surveys" for a class "C" survey. Made at the request of Messrs Gabriel T. Porteous, Jr.

Gilbert Kelly & Courville, Inc., Surveying & Engineering
2121 N. Causeway Blvd., Metairie LA 70001

**QUALIFICATIONS
OF
BRENT BOULMAY, SRA**

EDUCATION

- 1968 Brother Martin High School
(Formerly Cor Jesu)
- 1971 University of New Orleans
B. A. Degree

REAL ESTATE APPRAISAL SEMINARS & SEMINARS COMPLETED:

- Course 101 - Appraising Real Property, Society of Real Estate Appraisers (1978)
- Course 102 - Applied Residential Property Valuation, Society of Real Estate Appraisers (1987)
- Report Writing Seminar - Society of Real Estate Appraisers (1981)
- R-2 Examination - Society of Real Estate Appraisers (1981)
- Cost Analysis - Marshall and Swift Valuation Service (1985)
- Uniform Residential Appraisal Report Seminars - Society of Real Estate Appraisers (1987)
- FNMA, REO Property Seminar - FNMA, (1987)
- Professional Practice Seminar - Society of Real Estate Appraisers (1989)
- Louisiana Appraiser Certification - Residential Seminar, S.R.E.A. (1990)
- Louisiana Residential Certification Test - Louisiana Real Estate Commission (1990)
- Small Residential Income Property Appraisal Report - Society of Real Estate Appraisers (1990)
- Appraising Residential, Multi-Family & Commercial Properties - University of New Orleans Real Estate Market Data Center (1991)
- Wetlands and the Effects on the Real Estate Industry - University of New Orleans Real Estate Market Data Center (1991)
- Feasibility Analysis and Highest and Best Use - Residential Properties - Appraisal Institute (1991)
- Standards of Professional Practice Part A & B - Appraisal Institute - (1993)
- Louisiana Appraiser Certification - Law, Regulation and Appraisal Practice - Louisiana Real Estate Commission (1993)
- Introduction to the New UPAR Appraisal Report - Louisiana Chapter of the Appraisal Institute (1993)
- American with Disabilities Act - University of New Orleans Real Estate Market Data Center (1993)
- Real Estate Information Networks - University of New Orleans Real Estate Market Data Center (1995)
- Real Estate Trends - University of New Orleans Real Estate Market Data Center (1995)
- General Appraisal Principles and Certification Law Update - Louisiana Real Estate Commission (1995)
- Taxation - Louisiana Real Estate Commission (1996)
- Uniform Standards of Professional Appraisal Practice - University of New Orleans Real Estate Market Data Center (1996)

PROFESSIONAL DESIGNATIONS:

- SRA (Senior Residential Appraiser) - Appraisal Institute
(formerly Society of Real Estate Appraisers)

PARTIAL LIST OF CLIENTS:

- Resolution Trust Corporation (RTC)
- Kibara National Bank
- First National Bank of Commerce
- First National Mortgage Association (FNMA)
- Local Savings & Loan Institutions
- Numerous Attorneys / Individuals

SCOPE OF APPRAISAL ASSIGNMENTS:

- Single Family Residences
- Vacant Land
- Two to Ten Unit Family Residences
- Condominiums
- Condominium Conversions

CERTIFICATION:

I am currently certified under the Continuing Education program of the Appraisal Institute through December, 1997

Louisiana State Certified Residential Real Estate Appraiser #0261

PROFESSIONAL EXPERIENCE:

Staff Appraiser since 1977; Central Appraisal Bureau, Inc.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concessions but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

CONTINGENT AND LIMITING CONDITIONS: The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. The separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are levelled if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantee or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower; the mortgagee or its successors and assigns; the mortgage insurer; consultant; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated in the appraisal report only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject to this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

SUPERVISORY APPRAISER'S CERTIFICATION: If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certification numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: 4801 Neyrey Drive

APPRAISER: Signature:  Name: <u>Brent Bolin BBA</u> Date Signed: <u>August 8, 1997</u> State Certification #: <u>0261</u> or State License #: <u>N/A</u> State: <u>LA</u> Expiration Date of Certification or License: <u>December 31, 1998</u>	SUPERVISORY APPRAISER (only if required): Signature: _____ Name: _____ Date Signed: _____ State Certification #: _____ or State License #: _____ State: _____ Expiration Date of Certification or License: _____ <input type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property
--	--

JC202395

3967

10/23/00 10:15 FAX 504 456 3345

BANK ONE PRIVATE BANKING

001

Bank One

Private Banking
1420 Stovall Avenue, 3rd Floor
Metairie, LA 70002

Telephone (504) 456-3355
Fax (504) 456-3345
Watts 1-800-462-9511

TELEFAX TRANSMISSION

DATE: October 23, 2000

TO: Judge Gabriel Porteous

FAX #: 589-2444

FROM: Audra Richard

COMMENTS:

Per your request, attached is the payoff information on your installment loan which also shows the per dem of \$10.42.

Please don't hesitate to call if you need further assistance.

THIS ENTIRE FACSIMILE TRANSMISSION MAY CONTAIN CONFIDENTIAL INFORMATION BELONGING TO THE SENDER WHICH IS GOVERNED BY STATE AND FEDERAL PRIVACY LAW. THE INFORMATION IS INTENDED FOR THE ADDRESSEE NAMED ABOVE. IF YOU ARE NOT THE NAMED ADDRESSEE, YOU ARE HEREBY NOTIFIED THAT ANY DISCLOSURE, COPYING, DISTRIBUTION OR THE TAKING OF ANY ACTION IN RELIANCE ON THE CONTENTS OF THIS TRANSMISSION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TRANSMISSION IN ERROR, PLEASE NOTIFY US IMMEDIATELY IN ORDER TO ARRANGE FOR THE RETURN OF THE DOCUMENTS.

NUMBER OF PAGES (INCLUDING COVER SHEET) 2
If you have any problems receiving this fax, please contact

Audra Richard at (504) 456-3355

JC202396

ACCOUNT [REDACTED] NAME PORTEOUS SIMPLE INTEREST

BANKSERV INSTALMENT LOAN ON LINE
PAYOFF DATA INQUIRY

NOTE DATE	11/25/97	CUR BRANCH	00525
TERM	61	CUR TYPE	0036
INTEREST RATE	.08500	CUR DEALER	000000
DOLLAR DAY RATE	10.4166		
STOP ACCRUAL CODE	0		
CURRENT BALANCE	44,852.76		
LATE CHARGES BALANCE	0.00		
INTEREST EARNED UNCOLLECTD	0.00		
CDI PREM EARNED UNCOLLECTD	0.00		
LI PREM EARNED UNCOLLECTD	0.00		
MISCELLANEOUS FEES	0.00		
OTHER CHARGES	0.00		
DAYS SINCE LAST ACCRUAL	14		
CURRENT PAYOFF AMOUNT	44,998.59		
CUR.PAYOFF-GOOD THRU DATE	10/23/00		

 * TO REQUEST A PROJECTED PAYOFF *
 * FOR A FUTURE DATE, ENTER DATE: *
 * *
 * AND PRESS ENTER. *
 * MDDYY *
 * *
 * THE FUTURE DATE CAN NOT BE *
 * GREATER THAN 11/23/00 *

COLLATERAL DESCRIPTION
X CMN DTD 11-25-97 100M

CUSTOMER PROFILE - RELATED CUSTOMERS & ACCOUNTS NEXT PAGE 1

BASE 001 CUST# [REDACTED]
 NAME/ADDRESS GABRIEL THOMAS PORTEOUS JR 000
 4801 MEYREY DR
 METAIRIE LA 70002-1426

STATUS OPEN SOC SEC NO [REDACTED]
 DATE OPENED 11-14-1998 HOME PHONE 504-455-5879
 DATE CLOSED BUS PHONE 504-589-2448
 BRANCH 0053246 PRIM OFFICER
 PROFILE CENTER PROFILE DATE

BNK APPL	ACCOUNT NUMBER	S	OPENED	CLOSED	P	RELATIONSHIP	C	TYPMSRA
552 CM	[REDACTED]	0	11-14-98		P	SOLE OWNER	5	*@
552 DP	[REDACTED]	0	05-04-89		P	JOINT (OR)	N	2200G**
552 KL	[REDACTED]	0	12-03-97		F	SOLE OWNER	034	**
552 VCC	[REDACTED]	0	08-22-83		P	SOLE OWNER		**

LAST PAGE

**RISK MANAGEMENT ALTERNATIVES, INC.***Formerly known as National Credit Services Corporation*8400 West 110th Street • Overland Park, KS 66210-2300
P.O. Box 4018 • Reynoldsburg, OH 43068-9018

March 16, 2001

K004203971/0040/73-001038
G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313Creditor: CITICORP BANKCARDS CLASSIC VS
Account #: [REDACTED]
Acct Date: 03/15/01
Amount Due: \$25,667.42

Dear G THOMAS PORTEOUS

The above referenced account has been forwarded to our office for the collection of the balance in full. Our client has attempted to resolve this debt with you, however, as of this date it appears as though your decision was to ignore all previous attempts at a voluntary resolution of this problem.

Our client has authorized us to resolve this matter with you. We would certainly recommend that you take advantage of the opportunity, while we are extending this courtesy, and pay the balance in full.

Please remit the balance in full by return mail.

ACCOUNT MANAGER
888-211-8133

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that the debt or any portion thereof is disputed, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice, this office will provide you with the name and address of the original creditor, if different from the current creditor. We are a debt collector, attempting to collect a debt and any information obtained will be used for that purpose.

JC202399



Cardmember Statement

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.



New Address or Email? Please see reverse side of form.

ACCOUNT NUMBER	PAST DUE AMOUNT	NEW BALANCE	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	WRITE AMOUNT OF PAYMENT
[REDACTED]	164.00	6,757.42	332.00	10/28/00	

32

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS JR
500 CAMP ST
US DISTRICT COURT SECT T
NEW ORLEANS LA 70130-3313

26067

⑆500016028⑆10863752948330⑈



CUSTOMER SERVICE
1-800-945-3006 (INSIDE US)
1-614-248-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Español)
www.bankone.com

BILLING INQUIRY
P.O. BOX 1864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

ACCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANCE CREDIT LINE	AVAILABLE CREDIT	AVAILABLE PORTION FOR CASH ADVANCES	PAYMENT DUE DATE	CLOSING DATE
[REDACTED]	7,100	7,100	342	342	10/28/00	10/03/00

CARDMEMBER ACTIVITY SUMMARY

TRANS. DATE	POST. DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
10/03	10/03		LATE FEE	35.00
10/03	10/03		PERIODIC RATE *FINANCE CHARGE*	124.31

HAVE YOU OVERLOOKED YOUR PAYMENT? IF YOU HAVE, PLEASE REMIT NOW.

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	- PAYMENTS AND CREDITS	NEW BALANCE
6,598.11	35.00	0.00	124.31	0.00	6,757.42

FINANCE CHANGE SUMMARY	AVERAGE DAILY BALANCE		DAILY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
	CURRENT CYCLE	PREVIOUS CYCLE			
PURCHASES	6,658.13	0.00	.05835%	11.30%	124.31
CASH	0.00	0.00	.05835%	11.30%	0.00
EFFECTIVE ANNUAL PERCENTAGE RATE		12.40%	TOTAL PERIODIC FINANCE CHARGE		124.31

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.
† Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC



Cardmember Statement

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com



New Address or E-mail? Please see reverse side of form.

ACCOUNT NUMBER	PAST DUE AMOUNT	NEW BALANCE	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	WRITE AMOUNT OF PAYMENT
[REDACTED]	0.00	6,598.11	164.00	09/26/00	

[REDACTED]

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS JR
500 CAMP ST
US DISTRICT COURT SECT Y
NEW ORLEANS LA 70130-3313



⑆5000 160 28⑆ 1086375 2948 330⑈



CUSTOMER SERVICE
1-800-945-2006 (INSIDE US)
1-614-249-1673 (OUTSIDE US) call collect
1-888-446-3308 (on Espanol)
www.bankone.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

ACCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANCE CREDIT LINE	AVAILABLE CREDIT	AVAILABLE PORTION FOR CASH ADVANCES	PAYMENT DUE DATE	CLOSING DATE
[REDACTED]	7,100	7,100	501	501	09/26/00	09/01/00

CARDMEMBER ACTIVITY SUMMARY

TRANS. DATE	POST. DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
08/17	08/17	7473161KN02974KZJ	PAYMENT - THANK YOU	170.00CR
09/01	09/01		PERIODIC RATE *FINANCE CHARGE*	115.84

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	- PAYMENTS AND CREDITS	NEW BALANCE
6,452.27	0.00	0.00	115.84	170.00	6,598.11

FINANCE CHARGE SUMMARY	AVERAGE DAILY BALANCE		DAILY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
	CURRENT CYCLE	PREVIOUS CYCLE			
PURCHASES	6,617.71	0.00	.05835%	21.30%	115.84
CASH	0.00	0.00	.05835%	21.30%	0.00
EFFECTIVE ANNUAL PERCENTAGE RATE			21.30%	TOTAL PERIODIC FINANCE CHARGE	
				115.84	

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charges - including transaction fees such as cash advance and balance transfer fees - expressed as a percentage.
[Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC



XBAT 001030 Page 1 of 1
 SUD 8 EX 7 10
 5524 0008 1289 0500 01AD0274 31384

Account Statement Page 1 of 1
 Statement Closing Date 10/30/00
 Account number [REDACTED]
 New balance \$18,981.47
 Past due amount \$1,295.00
 Minimum payment due \$2,616.47
 Payment due date NOW DUE

Account Summary
 Previous balance \$16,630.37
 Payments and credits \$0.00
 Purchases and advances \$0.00
 FINANCE CHARGE \$322.10
 Debit adjustments \$29.00
 New balance \$16,981.47

Credit Limit \$16,000
 Available Credit \$00
 Days in billing period 31

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
 Send payments to: PO BOX 6214
 CAROL STREAM, IL 60197-6214

MASTERCARD® FOR ABA MEMBERS

Trans	Post	Reference Number	Description	Amount
10/30	10/30		LATE FEE	\$3.00
		"FINANCE CHARGE"	PURCHASES \$136.22 CASH ADVANCE \$185.88	\$22.10

An amount followed by a minus (-) is a credit or credit balance.

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO PENNCO COLLECTION SVCS.

Finance Charge Information						
	Average Daily Balance	Daily Periodic Rate	Nominal APR	Annual Percentage Rate (APR)	Transaction Fees	Finance Charge
Purchases	7,098.91	0.06190%	22.59%	22.60%	0.00	136.22
Cash	9,686.79	0.06190%	22.59%	22.60%	0.00	185.88

Please detach bottom portion and return with your payment in the enclosed envelope.

CITIBANK USA

P.O. Box 15108
 Wilmington, DE 19850-5108

Make changes to address and phone number below:

Address _____
 City _____ State _____ Zip _____
 Home phone _____
 Business phone _____

Account number	[REDACTED]
New balance	\$18,981.47
Minimum payment due	\$2,616.47
Payment due date	NOW DUE

Amount enclosed: \$

Make check or money order payable to: CITIBANK USA
 To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
 Please write your account number on the check.

GABRIEL T PORTECUS JR
 US DISTRICT COURT
 500 CAMP ST, SECTION T
 NEW ORLEANS LA 70130-3313

31384

PO BOX 6214
 CAROL STREAM, IL 60197-6214

JC202404



AMERICAN BAR ASSOCIATION

APP# 000000 PAGE 1 OF 1
 BUD 6 EX 7 20 3

Account Statement Page 1 of 1
 Statement Closing Date 09/29/00

Account number	
New balance	\$18,630.37
Past due amount	\$962.00
Minimum payment due	\$1,925.37
Payment due date	NOW DUE

Account Summary

Previous balance	\$16,285.84
Payments and credits	\$0.00
Purchases and advances	\$0.00
FINANCE CHARGE	\$315.43
Debit adjustments	\$29.00
New balance	\$18,630.37

Credit Limit \$16,000
 Available Credit \$00
 Days in billing period 31

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
 Send payments to: PO BOX 6214 CAROL STREAM, IL 60197-6214

MASTERCARD® FOR ABA MEMBERS



Trans	Post	Reference Number	Description	Amount
09/29	09/29		LATE FEE	29.00
		"FINANCE CHARGE"	PURCHASES \$133.08 CASH ADVANCE \$182.35	315.43

An amount followed by a minus (-) is a credit or credit balance.

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO VIKING COLLECTION SVCS.

Finance Charge Information

	Average Daily Balance	Daily Periodic Rate	Nominal APR	Annual Percentage Rate (APR)	Transaction Fees	Finance Charge
Purchases	6,935.32	0.06190%	22.59%	22.60%	0.00	133.08
Cash	9,502.74	0.06190%	22.59%	22.60%	0.00	182.35

Please detach bottom portion and return with your payment in the enclosed envelope.

CITIBANK USA
 (formerly Travelers Bank USA)
 P.O. Box 15100
 Wilmington, DE 19850-5100

Make changes to address and phone number below:

Address _____
 City _____ State _____ Zip _____
 Home phone _____
 Business phone _____

Account number _____
 Name _____
 Billing address _____
 City _____ State _____ Zip _____

Amount enclosed: \$

Make check or money order payable to: CITIBANK USA
 To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
 Please write your account number on the check.

GABRIEL T PORTEOUS JR.
 US DISTRICT COURT
 500 CAMP ST. SECTION T
 NEW ORLEANS LA 70130-3313

37412



PO BOX 6214
 CAROL STREAM, IL 60197-6214



JC202405

MANA1005 0984



Please enter Account Number on all checks and correspondence. Detach and return this portion with your remittance. Do not staple.

Account Statement

URGENT NOTICE - YOUR ACCOUNT IS CANCELLED. REMIT PAYMENT IMMEDIATELY.

Monthly Activity Summary	Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number	Please write in amount of payment enclosed
	923.00	685.00	11/15/00	11,855.57	[REDACTED]	\$

Check here if address or telephone number has changed, see reverse side.

Make check payable to:
 AMERICAN EXPRESS CENTURION BANK
 SUITE 0002
 CHICAGO IL 60679-0002

G. THOMAS PORTEOUS JR
 US DISTRICT COURT
 500 CAMP ST SEC T
 NEW ORLEANS LA 70130-3313



▲ Please detach here.

Cardmember The Offer Zone(SM) at americanexpress.com is the one place to go for great online offers from many of your favorite brands. Offers range from free shipping and handling and savings up to 20%, to valuable gifts with purchase. For hundreds of great Cardmember offers every day of the year, go to americanexpress.com/offerzone.

Cardmember Name: G THOMAS PORTEOUS JR
 Account Number: [REDACTED] Page 1 of 1

Amex Reference No.	Date of Transaction	Date of Posting	Transaction Description	Charges	Credits
431295-0	10/21	10/21	DELINQUENCY FEE ASSESSMENT MIN PAYMENT NOT RECEIVED BY DUE DATE	29.00	
			ACCOUNT TOTAL	29.00	.00
FOR EASY ACCESS TO SELECTED INFORMATION, CALL 1-800-423-1414, THEN ENTER: -1 FOR BALANCE, PAYMENT OR AVAILABLE CREDIT -2 FOR LOST, STOLEN OR DAMAGED CARD -3 FOR CARD BENEFITS OR SERVICES					

Account Summary	Previous Balance	+ New Charges	- Payment	- Credits	+ FINANCE CHARGE	+ Debit Adjustments	= New Balance
	11,642.18	29.00	.00	.00	184.39	.00	11,855.57
	Bill Closing Date	Payment Due Date	Credit Limit	Available Credit	Amount Over Credit Limit	Past Due Amount	Minimum Payment Due
	10/21/00	11/15/00	11,900	44	0	685.00	923.00
Finance Charge	Number of Days this Billing Period	x Daily Periodic Rate	x Average Daily Balance	= FINANCE CHARGE	CURRENT ANNUAL PERCENTAGE RATE		
PURCHASES	31	.0507%	11,732.09	184.39	18.490%		
CASH ADVANCES	31	.0561%	.00	.00	20.490%		

For fast information about your available credit, current balance, or payment, or if you have further questions about your Optima® Card account, call 800-635-6955 (24 hours / 7 days) or line us up AOL at Keyword: American Express or on the Internet at www.americanexpress.com. For billing inquiries, write the Optima® Account, PO Box 29780A, Ft. Lauderdale, FL 33329-7884. (NY residents may contact The NY State Banking Dept. to obtain comparative listings of credit card rates, fees and grace periods; NY State Banking Dept. 800-518-6666.)



Cards

JC202406



GC Services
COLLECTION AGENCY DIVISION
6330 Gulltown, Houston, Tx. 77081

PO. BOX 4310 (066)
HOUSTON, TX 77210-9779
RETURN SERVICE REQUESTED
NOVEMBER 13, 2000

BALANCE DUE STATEMENT

YOU OWE
AMERICAN EXPRESS
CENTURION BANK
BALANCE DUE
\$11,855.57
ACCOUNT NUMBER
USE ENCLOSED ENVELOPE AND SEND PAYMENT TO

0291500315000247-0865-01
G THOMAS PORTEOUS JR
US DISTRICT COURT
500 CAMP ST SEC
NEW ORLEANS LA 70130-3313

AMERICAN EXPRESS
REMITTANCE PROCESSING DEPT.
PO. BOX 4310
HOUSTON, TX 77210-9779
(314) 851-4300

PLEASE DETACH AND RETURN UPPER PORTION OF STATEMENT WITH PAYMENT

Dear G Thomas Porteous Jr:

Your account with AMERICAN EXPRESS CENTURION BANK, in the amount of \$11,855.57, has been referred to us for our expedited attention.

By this time you must realize that you are delinquent.

To avoid further collection activity, send us your payment in full in the enclosed envelope. Please include this letter to assure proper credit of your payment.

Remit your balance in full or phone (314) 851-4300.

Sam A. Marshall
Delinquent Accounts Manager

IMPORTANT: BE CERTAIN YOUR ACCOUNT IS CORRECT.

HOME PHONE : _____
 NEW ADDRESS : _____
 EMPLOYER : _____ PHONE: _____
 EMPLOYER ADDRESS : _____

IF YOU HAVE CONCERNS REGARDING THE HANDLING OF YOUR ACCOUNT BY GC SERVICES, PLEASE CONTACT E. P. BERNHAGEN, GENERAL MANAGER, AT (800) 926-3136.

AECB-1

JC202407

NOTICE - SEE REVERSE SIDE FOR IMPORTANT CONSUMER INFORMATION

American Express Travel Related Services Co., Inc.
 PO Box 29-7879
 Ft. Lauderdale, FL 33329-7879



Cards

Mon - Thu 8:00 AM - 10:00 PM, ET
 Fri 8:00 AM - 6:00 PM, ET
 Sat 8:00 AM - 6:00 PM, ET

G. Thomas Porteous Jr.
 US District Court
 500 Camp St. # Sec.
 New Orleans LA 70130-3313

1-800-807-9887

October 24, 2000



Dear G. Thomas Porteous Jr.:

We are contacting you because:

Your account is past due:

- Optima®

As a result, new charges will be declined on the account listed within the Account Summary section.

You need to:

Send your payment immediately to regain your charging privileges. If we do not receive a payment for at least the past due amount, we may cancel your account. This cancellation may impact your credit rating.

For your information:

American Express has created an information website to pass along important resource information about your rights and responsibilities as a credit consumer. You can find this new website at: www.americanexpress.com/crediteducation.

S. Royals

S. Royals
 Credit Operations

Account Summary

Product	Account Number	Past Due	+	New Billed Charges*	=	Total
Optima	[REDACTED]	\$686.00		\$237.00		\$923.00

Fold here to detach and return with your payment. See reverse side for important disclosure information.

NCBCPD C90

Payment Coupon for
 G. Thomas Porteous Jr.

Past Due Amount
 Due Immediately

Product	Account Number	Amount Enclosed
Optima	3737-555836-92007	\$ _____
Total		\$ _____

*For Optima®, this amount represents your minimum due amount as reflected on your most recent billing statement. Payment due date for your new billed charges may vary for each account. Please refer to your most recent billing statement for Payment Due Date.

To ensure proper credit, you must enter the amount you are paying for each account listed on this Payment Coupon.

Please send one check, payable to American Express, with this Payment Coupon. Payment is due in U.S. Dollars.

Check here if your address or telephone number has changed. Note changes on the reverse side of this coupon.

Overnight Mail Address
 American Express
 Remittance Process/9th Fl S
 300 S. Riverside Plaza
 Chicago, IL 60606

American Express
 PO Box 804247
 Chicago, IL 60680-4104

JC202408

NAQA1016 4772



Please enter Account Number on all checks and correspondence. Detach and return this portion with your remittance. Do not staple.

Account Statement

9 9 0 2

YOUR ACCOUNT IS SERIOUSLY PAST DUE. YOUR ACCOUNT HAS BEEN SUSPENDED. TO AVOID CANCELLATION, PLEASE REMIT PAYMENT NOW.

Monthly Activity Summary

Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance
686.00	453.00	10/15/00	11,642.18

Account Number
[REDACTED]

Please write in amount of payment enclosed \$

Check here if address or telephone number has changed, see reverse side.

Make check payable to:

G THOMAS PORTEOUS JR
 US DISTRICT COURT
 500 CAMP ST SEC T
 NEW ORLEANS LA 70130-3313

AMERICAN EXPRESS CENTURION BANK
 SUITE 0002
 CHICAGO IL 60679-0002



001164218000068600 2144

▲ Please detach here.

Cardmember introducing the Offer Zone(SM) at americanexpress.com. It's the one place to go for great online offers from many of your favorite brands. Offers range from free shipping and handling and savings up to 20%, to valuable gifts with purchase. For hundreds of great Cardmember offers every day of the year, go to americanexpress.com/offerzone.

Cardmember Name: **G THOMAS PORTEOUS JR** Account Number: [REDACTED] Page 1 of 1

Amex Reference No.	Date of Transaction	Date of Posting	Transaction Description	Charges	Credits
431264-0	09/20	09/20	DELINQUENCY FEE ASSESSMENT MIN PAYMENT NOT RECEIVED BY DUE DATE	29.00	
			ACCOUNT TOTAL	29.00	.00
FOR EASY ACCESS TO SELECTED INFORMATION, CALL 1-800-423-1414, THEN ENTER: -1 FOR BALANCE, PAYMENT OR AVAILABLE CREDIT -2 FOR LOST, STOLEN OR DAMAGED CARD -3 FOR CARD BENEFITS OR SERVICES					

Account Summary	Previous Balance	+ New Charges	- Payment	- Credits	= FINANCE CHARGE	+ Debit Adjustments	= New Balance
	11,432.36	29.00	.00	.00	180.82	.00	11,642.18
	Bill Closing Date	Payment Due Date	Credit Limit	Available Credit	Amount Over Credit Limit	Past Due Amount	Minimum Payment Due
	09/20/00	10/15/00	11,900	258	0	453.00	686.00

Finance Charge	Number of Days this Billing Period	x Daily Periodic Rate	x Average Daily Balance	= FINANCE CHARGE	CURRENT ANNUAL PERCENTAGE RATE
PURCHASES	31	.0507%	11,489.39	180.58	18.450%
CASH ADVANCES	31	.0561%	.00	.00	20.490%
CHECK/BAL TRANSFER	31	.0244%	31.15	.24	8.900%

For fast information about your available credit, current balance, or payment, or if you have further questions about your Cardmember Card account, call 800-423-6969 (24 hours / 7 days) or find us on AOL at Keyword: American Express or on the Internet at www.americanexpress.com. For billing inquiries, write the Optima® Account, PO Box 207884, Ft. Lauderdale, FL 33329-7884. (NY residents may contact The NY State Banking Dept. to obtain comparative ratings of credit card rates, fees and grace periods. NY State Banking Dept. 900-518-8866.)



JC2002409



MA001767 0009

Please enter Account Number on all checks and correspondence. Detail and return this portion with your remittance. Do not staple.

Account Statement

9 3 0 2

YOUR ACCOUNT IS PAST DUE. PLEASE REMIT PAYMENT IMMEDIATELY.

Monthly Activity Summary

Minimum Payment Due	Past Due Amount	Payment Due Date	New Balance	Account Number
453.00	224.00	09/14/00	11,432.36	[REDACTED]

Please write in amount of payment enclosed

Check here if address or telephone number has changed, see reverse side.

Make check payable to:

G THOMAS PORTEOUS JR
US DISTRICT COURT
500 CAMP ST SEC T
NEW ORLEANS LA 70130-3313

AMERICAN EXPRESS CENTURION BANK
SUITE 0002
CHICAGO IL 60679-0002



001143236000045300 2144

▲ Please detach here.

Cardmember Effective with June, 2000 billing periods the minimum Amount Due calculation was changed to be based on the greater of the News current calculation as stated in your Cardmember Agreement or the total Finance Charges.

Cardmember Name
G THOMAS PORTEOUS JR

Account Number

Page 1 of 1

Amex Reference No.	Date of Transaction	Date of Posting	Transaction Description	Charges	Credits
501208-0	07/26	07/26	SAL AND SAM'S METAIRIE LA 000170804 FOOD AND BEVERAGE	48.00	
431233-0	08/20	08/20	DELINQUENCY FEE ASSESSMENT MIN PAYMENT NOT RECEIVED BY DUE DATE	29.00	
ACCOUNT TOTAL				77.00	.00
YOUR CASH ADVANCE LIMIT IS \$3400 AVAILABLE BALANCE FOR NEW CASH ADVANCE TRANSACTION IS \$468. FOR EASY ACCESS TO SELECTED INFORMATION, CALL 1-800-423-1414, THEN ENTER: -1 FOR BALANCE, PAYMENT OR AVAILABLE CREDIT -2 FOR LOST, STOLEN OR DAMAGED CARD -3 FOR CARD BENEFITS OR SERVICES					

Account Summary	Previous Balance	+ New Charges	- Payment	Credits	+ FINANCE CHARGE	+ Debit Adjustments	= New Balance
	11,183.59	77.00	.00	.00	171.77	.00	11,432.36
	Bill Closing Date	Payment Due Date	Credit Limit	Available Credit	Amount Over Credit Limit	Past Due Amount	Minimum Payment Due
	08/20/00	09/14/00	11,900	468	0	224.00	453.00

Finance Charge	Number of Days this Billing Period	x Daily Periodic Rate	x Average Daily Balance	= FINANCE CHARGE	CURRENT ANNUAL PERCENTAGE RATE	Thank You
PURCHASES	30	.0507%	11,277.99	171.54	18.490%	JC202410
CASH ADVANCES	30	.0561%	.00	.00	20.490%	
CHECK/BAL TRANSFER	30	.0244%	30.92	.23	8.900%	

For full information about your available credit, current balance, or payment, or if you have further questions about your Optima® Card account, call 800-655-6955 (24 hours / 7 days) or find us on AOL at Keyword: American Express or on the Internet at www.americanexpress.com. For billing inquiries, write the Optima® Account, PO Box 297854, Ft. Lauderdale, FL 33309-7854. (NY residents may contact The NY State Banking Dept. to obtain comparative listings of credit card rates, fees and grace periods. NY State Banking Dept. 800-518-6866.)



Cards



BOL MASTERCARD 002-050
 SOUTHERN STATES BANKCARD ASSOC
 PO BOX 6972
 METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
 401 NEYREY DR
 METAIRIE LA 70062-0000

REV. BALANCE → 1,724.23
 MINIMUM PAYMENT DUE → 368.23

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION AMOUNT ENCLOSED

ACCOUNT NUMBER	TOTAL CREDIT LINE	NO. DAYS IN BILLING CYCLE	CYCLE CLOSING DATE	PAYMENT DUE DATE
	1,500	31	10/22/00	PAST DUE
AVERAGE DAILY BALANCE		PERIODIC FINANCE CHARGE	TRANSACTION FINANCE CHARGE	ANNUAL PERCENTAGE RATE
1,573.24		23.59	.00	17.99%
TRANSACTION DATE	REFERENCE NUMBER	POST DATE & DESCRIPTION OF TRANSACTION	AMOUNT	
		YOU ARE NOW 30 DAYS PAST DUE. PLEASE REMIT 368.23 PAST DUE ACCOUNTS ARE REPORTED TO CREDIT BUREAUS. YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT.		
0925	2000001130	0925 LATE CHARGE ASSESSMENT	15.00	
1022	2000902770	1022 OVERLIMIT CHARGE ASSESSMENT	10.00	

PREVIOUS BALANCE	PAYMENTS AND CREDITS	TOTAL FINANCE CHARGE	NEW TRANSACTIONS	NEW BALANCE
1,675.64	.00	23.59	25.00	1,724.23

CASH: PERIODIC RATE = 01.500% APR = 18.000%
 RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (6589A)
 Main: Checks Payable to SOUTHERN STATES BANKCARD ASSOCIATION
 Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
 Customer Service: 1-800-655-6737

NOTICE - SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

Dillard's

Option Type	New Balance	Minimum Payment Due	Amount Paid
Regular-0	4,673.92	1,508.00	

Account Number: [REDACTED]
 Billing Date: 11/08/2000
 Payment Due Date: 12/03/2000



IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE

RESORTED
 *****AUTO**5-DIGIT 70002
 GABRIEL PORTEOUS JR
 4801 NEVREY DR
 METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:
 DILLARD NATIONAL BANK
 PO BOX 29442
 PHOENIX, AZ 85038-9442



[REDACTED] 0150800 0467392 0467392

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT PAGE 1 of 1

Date	Reference Number	Obj#	Item Description	Store Name	Amount	Charge/Credit
10/20		0090	REGULAR REVOLVING OPTION LATE PAYMENT CHARGE FINANCE CHARGE ON AVERAGE DAILY BALANCE OF		20.00 4,620.28	20.00 89.84
As a credit bureau member, we are obligated to report past due balances. Please, mail the amount due or call us today at 1-800-375-0060. Thank you.					Daily Periodic Rate .0623 %	ANNUAL PERCENTAGE RATE 22.9 %

Account [REDACTED] Billing Date: 11/08/2000 Payment Due: 12/03/2000 Credit Limit: \$5000

Option Type	Receipts Balance	Charges (+)	Payments (-)	Credits (-)	New Balance	Minimum Payment Due
Regular	4,564.08	109.84	0.00	0.00	4,673.92	1,508.00

FOR CUSTOMER SERVICE CALL:
 ENGLISH 1-800-943-8278
 ESPANOL (U.S.) 1-800-297-1808
 ESPANOL (MEX) 001-800-297-1808
 TTY 1-800-547-6296

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

JC202412

Dillard's

Option Type	New Balance	Minimum Payment Due	Amount Paid
Regular-C	243.14	36.00	

Account Number: [REDACTED]
 Billing Date: 11/08/2000
 Payment Due Date: 12/03/2000



IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE

RESORTED
 *****AUTO**5-DIGIT 70002
 GABRIEL T PORTEOUS
 MELL PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
 PO BOX 29442
 PHOENIX, AZ 85038-9442



0003600 0024314 0024314

DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT PAGE 1 of 1

Date	Reference Number	Dep't Store	Item Description/Store Name	Amount	Charges/Credits
REGULAR REVOLVING OPTION					
10/18	0002-0084	068000 0284	GIFTCARD	50.00	
			FINANCE CHARGE ON AVERAGE DAILY BALANCE OF	228.44	50.00 4.03
<p><i>Just a gentle reminder. The amount due includes a past due portion.</i></p> <p><i>You have more than one option when you use your Dillard's credit card ... including Interest Free Options. Ask any Dillard's sales associate for the perfect credit option for your purchasing needs.</i></p>				<p>Daily Periodic Rate .05753 %</p> <p>ANNUAL PERCENTAGE RATE 21.0 %</p>	

Account: Billing Date: 11/08/2000 Payment Due: 12/03/2000 Credit Limit: \$3500

Option Type	Previous Balance	Charges (+)	Payments (-)	Credits (-)	New Balance	Minimum Payment Due
Regular	189.11	54.03	0.00	0.00	243.14	36.00

FOR CUSTOMER SERVICE CALL:
 ENGLISH 1-800-643-8278
 ESPANOL (U.S.) 1-800-297-1808
 ESPANOL (MEX) 001-800-297-1808

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION

JC202413



payment due date
November 22, 2000
minimum payment due
\$1,227.00

new balance
\$20,783.26

account number
enter amount enclosed below

Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus \$783.26.



H071888
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Save up to 30% on Pharmacy expenses with PlanPlus. Your first 60 days of membership are free! Call 1-800-527-7783.

PO BOX 30395
SALT LK CITY UT 84130-0395



Address or telephone change? Please print change in the space above.



Closing Date: October 25, 2000

page 1 of 2

Discover Platinum Card Account Summary

account number
payment due date November 22, 2000
minimum payment due \$1,227.00
credit limit \$20,000
credit available \$0
cash credit limit \$10,000.00
cash credit available \$0.00

previous balance	\$20,428.68
payments and credits	0.00
purchases	+ 58.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 296.58
new balance	= \$20,783.26

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

Transactions

	trans. date	post date		
Other/Miscellaneous	Oct 25	Oct 25	LATE FEE	\$ 29.00
	Oct 25	Oct 25	OVERLIMIT FEE	29.00

***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION *****
We previously requested the past due amount on your account. We have no record of receiving payment. The amount due should be paid at once.

OPEN A DISCOVER MONEY MARKET OR CD ACCOUNT TODAY! Discover Bank gives you: GREAT RATES - consistently high week after week. SECURITY - Over \$20 billion in assets, a bank that's been around since 1911, and FDIC Insurance. CONVENIENCE - Open an account over the phone. Call 1-800-347-7000 or visit Discovercard.com. Mention code ME0010MC.

	Average Daily Balances	Daily Periodic Rates	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES	Rate Plan
current billing period: 30 days						
Purchases	\$11201.75	0.04244%	15.49%	\$142.62	none	variable
Cash Advances	\$9369.91	0.05477%	19.99%	\$153.96	\$0	fixed

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse side. Send billing error notice to: Discover Platinum, P.O. Box 15192, Wilmington, DE 19886-1020.

JC202414

Cardmember Statement

FIRST USA.

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FIRSTUSA.com.

VISA	ACCOUNT NUMBER	PAST DUE AMOUNT	NEW BALANCE	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	WRITE AMOUNT OF PAYMENT
		300.00	5,349.47	755.47	11/14/00	

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account. Send top portion of statement with payment in enclosed envelope.

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

6 THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

29
22902

New Address or E-mail?
Please see reverse side of form.

CUSTOMER SERVICE
1-800-955-9900 (INSIDE US)
1-614-145-3673 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.firstusa.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

ACCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANCE CREDIT LINE	AVAILABLE CREDIT	AVAILABLE PORTION FOR CASH ADVANCES	PAYMENT DUE DATE	CLOSING DATE
	5,000	2,500	0	0	11/14/00	10/20/00

CARDMEMBER ACTIVITY SUMMARY

TRANS. DATE	POST. DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
10/20	10/20		OVERLIMIT FEE	29.00
10/20	10/20		LATE FEE	29.00
10/20	10/20		PERIODIC RATE *FINANCE CHARGE*	101.92

YOUR ACCOUNT IS STILL PAST DUE AND CHARGE PRIVILEGES HAVE BEEN REVOKED. PLEASE REMIT THE DELINQUENT AMOUNT IMMEDIATELY.

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	- PAYMENTS AND CREDITS	NEW BALANCE
5,189.55	58.00	0.00	101.92	0.00	5,349.47

PERIODIC RATE MAY VARY

FINANCE CHARGE SUMMARY	AVERAGE DAILY BALANCE		DAILY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
	CURRENT CYCLE	PREVIOUS CYCLE			
PURCHASES	5,238.58	0.00	.06709%	24.49%	101.92
CASH	0.00	0.00	.06709%	24.49%	0.00
EFFECTIVE ANNUAL PERCENTAGE RATE			24.49%	TOTAL PERIODIC FINANCE CHARGE	
				101.92	

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances. The Effective APR represents your total finance charges-including transaction fees such as cash advance and balance transfer fees-expressed as a percentage. *Cash Advance Credit Line may be a portion of your total Credit Line. See reverse side for important information including notice about annual renewal. First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

Cardmember Statement

FIRST USA

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

VISA	ACCOUNT NUMBER	PAST DUE AMOUNT	NEW BALANCE	MINIMUM PAYMENT DUE	PAYMENT DUE DATE	WRITE AMOUNT OF PAYMENT
		197.00	5,189.55	489.55	10/16/00	

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account. Send top portion of statement with payment in enclosed envelope.

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

31

21761

New Address or E-mail?
Please see reverse side of form.

CUSTOMER SERVICE
1-800-955-9900 (INSIDE US)
1-614-248-3473 (OUTSIDE US) call collect
1-888-446-3308 (en Espanol)
www.firstusa.com

BILLING INQUIRY
P.O. BOX 8864
WILMINGTON, DE 19899-8864

PAYMENT ADDRESS
P.O. BOX 94014
PALATINE IL 60094-4014

ACCOUNT NUMBER	TOTAL CREDIT LINE	CASH ADVANCE CREDIT LINE ¹	AVAILABLE CREDIT	AVAILABLE PORTION FOR CASH ADVANCES	PAYMENT DUE DATE	CLOSING DATE
	5,000	2,500	0	0	10/16/00	09/21/00

CARDMEMBER ACTIVITY SUMMARY

TRANS. DATE	POST. DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
09/21	09/21		OVERLIMIT FEE	29.00
09/21	09/21		LATE FEE	29.00
09/21	09/21		PERIODIC RATE *FINANCE CHARGE*	105.58

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE
PLEASE CALL 1-800-955-8030

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	- PAYMENTS AND CREDITS	NEW BALANCE
5,025.97	58.00	0.00	105.58	0.00	5,189.55

PERIODIC RATE MAY VARY

FINANCE CHARGE SUMMARY	AVERAGE DAILY BALANCE		DAILY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
	CURRENT CYCLE	PREVIOUS CYCLE			
PURCHASES	5,076.87	0.00	.06709%	24.49%	105.58
CASH	0.00	0.00	.06709%	24.49%	0.00
EFFECTIVE ANNUAL PERCENTAGE RATE			24.95%	TOTAL PERIODIC FINANCE CHARGE	
				105.58	

The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.

The Effective APR represents your total finance charges including transaction fees such as cash advances and balance transfer fees expressed as a percentage.

¹ Cash Advance Credit Line may be a portion of your total Credit Line.

See reverse side for important information including notice about annual renewal.

First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.

Member FDIC



PAYMENT DUE DATE 12/03/00 NEW BALANCE \$10,196.82 MINIMUM DUE \$978.82

Please change of address and telephone number: New Address: Telephone: ()

CARHELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

006260

ACCOUNT NUMBER: [REDACTED]

Enter Amount Enclosed In Boxes Below
\$ [] [] [] [] [] [] [] []
Please make check or money order payable to:
CHASE PLATINUM MASTERCARD.

P.O. BOX 15583
WILMINGTON DE 19886-1194

Please detach at perforation and return with your payment.



Chase Platinum MasterCard®
ACCOUNT NUMBER: [REDACTED]

NEW BALANCE \$10,196.82	PAYMENT DUE DATE 12/03/00	STATEMENT CLOSING DATE 11/08/00	DAYS IN BILLING CYCLE 29
TOTAL CREDIT LINE \$10,000	TOTAL AVAILABLE CREDIT \$0	CASH ACCESS LINE \$6,000	AVAILABLE CASH \$0

Here is your Account Summary:

	TOTAL
Previous Balance	\$9943.41
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	58.00
(+) FINANCE CHARGES	195.41
(=) New Balance	10196.82
Minimum Due	203.00
Past Due - Pay Immediately	579.00
Over Line - Pay Immediately	196.82
Minimum Payment Due	\$978.82

THE EASIEST WAY TO PAY
PAY THIS BILL BY TELEPHONE.
IT'S FAST AND EASY. CALL THE
NUMBER ON THE STATEMENT
FOR MORE DETAILS.

Your charges and credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
	11/08		OVERLIMIT FEE LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE		29.00 29.00
Total of your credits and charges				0.00	58.00

YOUR ACCOUNT IS SERIOUSLY DELINQUENT. WE WANT TO WORK WITH YOU TO RESOLVE THIS MATTER. CALL IMMEDIATELY TO DISCUSS YOUR PAYMENT OPTIONS.

Here's how we determined your Finance Charge*:

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC / MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Purchases	0.06710%	\$3641.65	\$70.85	\$70.85	24.49%	24.49%
Cash	0.06710%	\$6400.72	\$124.55	\$124.55	24.49%	24.49%

* Please see reverse side for balance computation method and other important information.



Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
Para Servicio al Cliente en Español: 1-800-545-0464.



JC202417



PAYMENT DUE DATE 11/03/00 NEW BALANCE \$9,943.41 MINIMUM DUE \$579.00

New Address: _____
 Telephone: () _____

CARMELLA G PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426

013781

ACCOUNT NUMBER: [REDACTED]

Enter Amount Enclosed in Boxes Below
 \$ [] [] [] [] [] [] [] []
 Please make check or money order payable to:
 CHASE PLATINUM MASTERCARD.

P.O. BOX 15583
 WILMINGTON DE 19886-1194

Please detach at perforation and return with your payment.



Chase Platinum MasterCard®
 ACCOUNT NUMBER: [REDACTED]

NEW BALANCE \$9,943.41	PAYMENT DUE DATE 11/03/00	STATEMENT CLOSING DATE 10/10/00	DAYS IN BILLING CYCLE 29
TOTAL CREDIT LINE \$10,000	TOTAL AVAILABLE CREDIT \$0	CASH ACCESS LINE \$6,000	AVAILABLE CASH \$0

Here is your Account Summary:

	TOTAL
Previous Balance	\$9723.34
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	29.00
(+) FINANCE CHARGES	191.07
(=) New Balance	9943.41
Minimum Due	198.00
Past Due - Pay Immediately	381.00
Minimum Payment Due	\$579.00

THE EASIEST WAY TO PAY
 PAY THIS BILL BY TELEPHONE.
 IT'S FAST AND EASY! CALL THE
 NUMBER ON THIS STATEMENT
 FOR MORE DETAILS.

Your charges and credits at a glance:

TRAIL DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
			LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE		29.00
Total of your credits and charges				0.00	29.00

YOU ARE TWO PAYMENTS PAST DUE. FAILURE TO PAY PROMPTLY COULD SERIOUSLY DAMAGE YOUR CREDIT RATING. IF YOU'VE ALREADY PAID-THANK YOU.

Here's how we determined your Finance Charge*:

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC / MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Purchases	V 0.06710%	\$3541.81	\$88.92	\$88.92	24.49%	24.49%
Cash	V 0.06710%	\$6277.42	\$122.15	\$122.15	24.49%	24.49%

* Please see reverse side for balance computation method and other important information.



Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
 Para Servicio al Cliente en Español: 1-800-545-0464.

Visit www.citibankcards.com

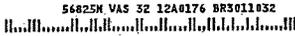


Your Account Number



Payment Must Be Received By: **NDV 06 2000**
 Your Total Balance: **\$23452.74**
 Minimum Payment Due: **\$23452.74**

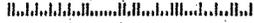
Please Enter Amount Of Payment Enclosed



CITIBANK AADVANTAGE
 P.O. BOX 6408
 THE LAKES, NV
 USA 88901-6408

G THOMAS PORTEOUS
 US DISTRICT CT
 500 CAMP ST SEC T
 NEW ORLEANS

LA 70130-3313



New Home Phone: () ()
 New Business Phone: () ()
 Please print change of address or phone number above.

For Customer Service, call or write
 1-800-866-9908

Citibank AAdvantage®

Account Number: [Redacted] A registered trademark of American Airlines, Inc.

BOX 6000
 THE LAKES, NV
 89163-6000

To report billing errors, write to this address; citibank will not pressure your rights.

Payment must be received by 1:00 pm local time on 11/06/2000

Statement/Closing Date: 10/11/2000
 Total Credit Line: \$22000
 Cash Advance Limit: \$16000
 New Balance: \$23452.74

Available Credit Line: \$0
 Available Cash Limit: \$0

Statement Date	Post Date	Statement Reference Number	Description	Amount
10/11			LATE FEE - SEP PAYMENT PAST DUE	29.00
10/11			OVER CREDIT LIMIT FEE	29.00
10/11			PURCHASES*FINANCE CHARGE*PERIODIC RATE	435.23

	Previous Balance	(+) Purchases & Advances	(-) Payments	(-) Credits	(-) Finance Charge	(+) Late Charges	(+) New Balance	Purchase Minimum Due	Advances Minimum Due	Amount Over Credit Line	Fee	Past Due	Minimum Amount Due
Purchases					435.23	29.00	23452.74			1452.74			
Advances	22959.51	29.00										1436.00	
Total	22959.51	29.00			435.23	29.00	23452.74						23452.74

Rate Summary		Purchases	Advances
Number of days this Billing Period: 28			
Calculation Method		Daily	Daily
Periodic Rate		06709%	06709%
Nominal Annual Percentage Rate		24.490%	24.490%
Annual Percentage Rate		24.490%	24.490%
Balance Subject to Finance Charge		23168.67	

SEND PAYMENTS TO: CITIBANK AADVANTAGE, P.O. BOX 6408 THE LAKES, NV 88901-6408 56825W
 PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE

JC202420

Visit www.citibankcards.com



Your Account Number

Payment Must Be Received By: **OCT 05 2000**
 Your Total Balance: **\$22959.51**
 Minimum Payment Due: **\$2395.51**

47119N VAS 32 12A0152 BR3011012
 G THOMAS PORTEOUS
 US DISTRICT CT
 500 CAMP ST SEC T
 NEW ORLEANS LA 70130-3513

CITIBANK AADVANTAGE
 P.O. BOX 6408
 THE LAKES, NV
 USA 89901-6408

New Home Phone: _____
 New Business Phone: _____
 Please print change of address or phone number above.

For Customer Service, call or write
 1-800-866-9900

Citibank AAdvantage

Account Number: _____ A registered trademark of American Airlines, Inc.

BOX 6000
 THE LAKES, NV
 89163-6000

To report billing errors, write to the address above with notepad or your rights

Payment must be received by 1:00 pm local time on 10/05/2000
 Statement Closing Date: 09/13/2000
 Total Credit Line: \$22000
 Cash Advance Limit: \$16000
 New Balance: \$22959.51
 Available Credit Line: XXXXX
 Available Cash Limit: SEE BELOW XXXXX

Date Date From Date To Reference Number Activity Billing Statement Amount

9/13	LATE FEE - AUG PAYMENT PAST DUE	29.00
9/13	OVER CREDIT LIMIT FEE	29.00
9/13	PURCHASES*FINANCE CHARGE*PERIODIC RATE	456.18

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

IMPORTANT PROGRAM UPDATE:
 The Automatic Travel Accident Insurance benefit program is now underwritten by American National Insurance Company. For questions pertaining to coverage call 1-800-538-4077.

IMPORTANT PROGRAM UPDATE:
 The Excess Collision Loss/Damage Insurance benefit program is now underwritten by Triton Insurance Company. Please be assured that coverage provided by this program remains unchanged.

Account Summary

	Previous Balance	(+) Purchases & Advances	(-) Payments	(-) Credits	(-) Finance Charge	(+) Late Charges	(=) New Balance	Purchases Minimum Due	Advances Minimum Due	Amount Over Credit Limit	Fee	Post Due	Minimum Amount Due
Purchases	22445.33	29.00			456.18	29.00	22959.51						
Advances													
Total	22445.33	29.00			456.18	29.00	22959.51						

Rate Summary	Purchases	Advances
Number of days this Billing Period: 30		
Calculation Method	Daily	Daily
Periodic Rate	.06709%	.06709%
Monthly Annual Percentage Rate	24.490%	24.490%
Annual Percentage Rate	24.490%	24.490%
Balance Subject to Finance Charge	22665.05	

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 89901-6408 47119N
 PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC200491

JCPenney

Our Price Guarantee

We will match any competitor's advertised price on any brand name item we carry. Bring in the competitor's ad with you when you shop JCPenney. If you find the identical item on our store at a higher price, we'll match the competitor's price.

It's that simple.

JCPenney

STORES & CATALOG
Visit us at
www.jcpenny.com

Use your JCPenney Card at Eckerd Drug Stores



Account Statement

Billing Agency: P.O. BOX 27570
 Notice Address: ALBUQUERQUE, NM 87125
 See reverse: 1-800-527-3369
 Site for details: 1-800-527-2110 EN ESPANOL
 *Telephoning will not preserve your rights.

ACCOUNT NUMBER	[REDACTED]
CURRENT BILLING DATE	11-19-00
30 DAYS THIS PERIOD	31

PAGE 01 OF 01 To avoid additional finance charge, please pay the new balance by due date > 12-14-00

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 3300 AVAILABLE CREDIT

Date	Reference Number	Balance Type	Item Description	Charge	Payment and Credits
11-19		R	LATE FEE	25.00	

REGULAR	A	COMPUTED ON AVERAGE DAILY BALANCE	MONTHLY PERIOD/RATE(S) %	ANNUAL PERCENTAGE RATE(S) %
		2633.97	2.08250	24.99

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

FINANCE SUMMARY	PREVIOUS BALANCE	PAYMENTS AND CREDITS	+ FINANCE CHARGE	MINIMUM PAYMENT	NEW BALANCE	PAST DUE AMOUNT	MINIMUM PAYMENT
TOTAL	2683.97	0.00	54.84	25.00	2763.81	383.00	510.00

JC202422

American Judicature Society

PLATINUM PLUS™
THE NEW STANDARD
www.mbnanetaccess.com

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
12/19/00	\$27,828.31
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$2,551.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Check No. by: 
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

CARDHOLDER SINCE 1985

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

For account information call 1-800-789-6685
First change of address or new telephone number below

Address

City State Zip

Home phone Work phone

18

Account Number	Credit Line	Cash or Credit Available	Date in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date	
[REDACTED]	\$25,700.00		30	11/20/00	\$2,551.00	12/19/00	
yr/mo	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
NOVEMBER 2000 STATEMENT							
PURCHASES AND ADJUSTMENTS							
1/20	10/22	7317	NC	C	OVER CREDIT LINE FEE	29.00	
1/20	11/20	0000	NC	C	LATE CHARGE FOR PMT DUE 11/19	29.00	
TOTAL FOR BILLING CYCLE FROM 10/22/2000 THROUGH 11/20/2000						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(-) Cash Advances	(-) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(-) Transaction Fee FINANCE CHARGES	(=) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$27,317.63	\$0.00	\$0.00	\$58.00	\$452.68	\$0.00	\$27,828.31	Past Due Amount	\$2,026.00
							Current Payment	\$525.00
							Total Minimum Payment Due	\$2,551.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
PURCHASES	0.054739% DLY	19.98%	\$5,245.92
OTHER BALANCES	0.054739% DLY	19.98%	\$22,319.81

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-6688
For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-345-3178.
Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
Billing rights are preserved only by written inquiry. Mail billing inquiry, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19886-5026.

3424 518 354 0200 0000 00

JC202423

merican Judicature
ociety

PLATINUM PLUSSM

THE NEW STANDARD

www.mbnainetaccess.com

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
11/19/00	\$27,317.63
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$2,026.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

CARDHOLDER SINCE
1988

Check
No. to: 

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-789-6685.
*Ind. change of address or new telephone number below

Address _____

City _____ State _____ Zip _____

Home phone _____ Work phone _____

G T PORTEOUS JR 4
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

18

Account Number	Credit Line	Cash or Credit Available	Date in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
[REDACTED]	\$25,700.00		30	10/21/00	\$2,026.00	11/19/00
OCTOBER 2000 STATEMENT					Charges	Credits (CR)
PURCHASES AND ADJUSTMENTS						
3/21	09/22	6815 MC C	OVER CREDIT LINE FEE		29.00	
3/21	10/21	0000 MC C	LATE CHARGE FOR PMT DUE 10/20		29.00	
TOTAL FOR BILLING CYCLE FROM 09/22/2000 THROUGH 10/21/2000					\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

TOTAL MINIMUM PAYMENT DUE

Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	Past Due Amount	\$1,509.00
\$26,815.26	\$0.00	\$0.00	\$58.00	\$444.37	\$0.00	\$27,317.63	Current Payment	\$537.00
							Total Minimum Payment	\$2,026.00
							Due	\$2,026.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
PURCHASES	0.054739% DLY	19.98%	\$5,102.98
OTHER BALANCES	0.054739% DLY	19.98%	\$21,956.37

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute personalized information including balances, available credit, payments received, payments due, due date, your address information, or to request duplicate statements, call 1-800-789-6686
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA-AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA-AMERICA, P.O. BOX 15026, WILMINGTON, DE 19860-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%

(Indicates Periodic Rate and Transaction Fee Finance Charges.)

2906 50X 36W 0200 0000 00

JC202424

Visit www.citibankcards.com



Your Account Number

Payment Must Be Received By: NOV 14 2000
 Your Total Balance: \$20719.58
 Minimum Payment Due: \$1987.58

86160N VAS 32 1600512 BR3011039



CITIBANK ADVANTAGE
 P.O. BOX 6415
 THE LAKES, NV
 USA 89901-6415

CARMHELLA PORTEOUS
 4801 HEVREY DR
 HEYAIRIE LA 70002



New Home Phone: () ()
 New Business Phone: () ()
 Please print change of address or phone number above.

For Customer Service, call or write
 1-800-388-2200

Citibank Advantage

Account Number: A registered trademark of American Airlines, Inc.

BOX 6000
 THE LAKES, NV
 89163-6000

To report billing errors, write
 to this address enclosing your
 statement and your photo ID.

Payment must be received by 1:00 pm local time on 11/14/2000

Statement/Closing Date: 10/20/2000
 Total Credit Line: \$20000
 Cash Advance Limit: \$12000
 New Balance: \$20719.58
 Available Credit Line: \$0
 Available Cash Line: \$0

Statement Date	Previous Balance	Payments	Advances	Finance Charge	Late Charge	New Balance	Minimum Payment Due
10/20							350.00
10/20							75.20
10/20							719.58
10/20							839.00
10/20							1987.58

The Annual Percentage Rate on your account has been increased due to one of the following reasons stated in your Card Agreement with us: you failed to make a payment to us or any other creditor when due, you exceeded your credit line or you made a payment to us that was not honored by your bank.

Account Summary	Previous Balance	(+) Purchases & Advances	(-) Payments	(-) Credits	(-) Finance Charge	(+) Late Charges	(=) New Balance	Previous Minimum Due	Advance Minimum Due	Amount Over Credit Line	Fee	Fast Due	Minimum Amount Due
Purchases	17328.56	29.00			328.49	29.00	17715.05						
Advances	2948.63				55.90		3004.53						
Total	20277.19	29.00			384.39	29.00	20719.58						

Rate Summary	Number of days this billing period	Purchases	Advances
Calculation Method	28	Daily	Daily
Periodic Rate		.06709%	.06709%
Nominal Annual Percentage Rate		24.490%	24.490%
Annual Percentage Rate		24.490%	24.490%
Balance Subject to Finance Charge		17486.42	2975.49

SEND PAYMENTS TO: CITIBANK ADVANTAGE P.O. BOX 6415 THE LAKES, NV 89901-6415
 PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

86160N

JC202427

American Judges Association



www.mbnanetaccess.com

CARDHOLDER SINCE 1992

ACCOUNT NUMBER	
PAYMENT DUE DATE	NEW BALANCE TOTAL
12/04/00	\$28,708.98
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$2,106.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Check the box:
 MBNA AMERICA
 P.O. BOX 15137
 WILMINGTON, DE 19886-5137

For account information call 1-800-626-2556
 Visit change of address or new telephone number below

Address _____
 City _____ State _____ Zip _____
 Home phone _____ Work phone _____

G T PORTEOUS JR
 US DISTRICT COURT
 500 CAMP ST # SECTION
 NEW ORLEANS LA 70130-331399

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date	
	\$26,700.00		30	11/04/00	\$2,106.00	12/04/00	
Category	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
NOVEMBER 2000 STATEMENT							
PURCHASES AND ADJUSTMENTS							
1/04	10/06	8183	MC	C	OVER CREDIT LINE FEE	29.00	
1/04	11/04	0000	MC	C	LATE CHARGE FOR PMT DUE 11/03	29.00	
TOTAL FOR BILLING CYCLE FROM 10/06/2000 THROUGH 11/04/2000						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(+) New Balance Total	Past Due Amount	\$3,566.00
\$28,183.96	\$0.00	\$0.00	\$58.00	\$467.02	\$0.00	\$28,708.98	Current Payment	\$540.00
							Total Minimum Payment Due	\$2,106.00

FINANCE CHARGE SCHEDULE		Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances	Periodic Rate		
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
PURCHASES	0.054739% DLY	19.98%	\$28,438.97

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
 (Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, close date, payment address information, or to request duplicate statements, call 1-800-626-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19886-5026.

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JC202428

merican Judges
ssociation



www.mbna.net/access.com

CARDHOLDER SINCE
1992

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
11/03/00	\$28,193.96
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$1,566.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

check
to k:

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

or account information call 1-800-826-2556
first change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

06

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
[REDACTED]	\$26,700.00		29	10/05/00	\$1,566.00	11/03/00

Bill to	Transaction Date	Reference Number	Card Type	Category	Transaction	Charges	Credits (CR)
					OCTOBER 2000 STATEMENT		
	1/05 09/07	7682 MC	C		OVER CREDIT LINE FEE	29.00	
	1/05 10/05	0000 MC	C		LATE CHARGE FOR PMY DUE 10/04	29.00	
					TOTAL FOR BILLING CYCLE FROM 09/07/2000 THROUGH 10/05/2000	\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

PERHAPS IT WAS AN OVERSIGHT, BUT WE HAVE NOT RECEIVED YOUR PAYMENT. IF IT HAS BEEN MAILED, THANK YOU. IF YOU NEED ASSISTANCE, PLEASE CALL 1-888-755-1565.

JOIN YOUR CLASSMATES AND FRIENDS ON THE HILLTOP FOR HOMECOMING 2000 ON OCT 14. HOMECOMING AT WLSC! IT'S THE PLACE TO BE.

SHARE THE SECURITY OF A RELIABLE CREDIT CARD. CALL 1-800-770-6459 TO ADD SOMEONE TO YOUR ACCOUNT.

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	TOTAL MINIMUM PAYMENT DUE:	
\$27,882.65	\$0.00	\$0.00	\$58.00	\$443.31	\$0.00	\$28,193.96	Past Due Amount	\$1,050.00
							Current Payment	\$516.00
							Total Minimum Payment Due	\$1,566.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
PURCHASES	0.054739% DLY	19.98%	\$27,926.03

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

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- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-345-9178.
- All payments to: MBNA/AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA/AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%

(Includes Periodic Rate and Transaction Fee Finance Charges.)

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JC202423

**merican Judges
society**



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CARDHOLDER SINCE
1992

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
10/04/00	\$27,682.65
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$1,050.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Track # [Barcode]

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2556
In case of change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home Phone _____ Work Phone _____

06 [REDACTED]

G T PORTEDIUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

Account Number	Credit Line	Cash or Credit Available	Date of Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
[REDACTED]	\$26,700.00	\$0.00	33	09/06/00	\$1,050.00	10/04/00

MO	Transaction Date	Reference Number	Card Type	Category	Transaction	Charges	Credits (CR)
PURCHASES AND ADJUSTMENTS							
08	08/05	7129	MC	C	OVER CREDIT LINE FEE	29.00	
08	09/05	0000	MC	C	LATE CHARGE FOR PMT DUE 09/05	29.00	
TOTAL FOR BILLING CYCLE FROM 08/05/2000 THROUGH 09/06/2000						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

FOR UP-TO-THE-MINUTE ACCOUNT INFORMATION, VISIT WWW.MBNANETACCESS.COM

SAVE TIME PAYING BILLS! ASK YOUR UTILITY AND SERVICE PROVIDERS TO BILL DIRECTLY TO YOUR CREDIT CARD ACCOUNT.

LET SOMEONE ELSE DO THE SHOPPING. CALL 1-800-770-6459. TO ADD SOMEDNE TO YOUR ACCOUNT.

SAVE TIME. SAVE MONEY. SHOP ONLINE AT WWW.MBNASHOPPING.COM

SUMMARY OF TRANSACTIONS							TOTAL MINIMUM PAYMENT DUE	
Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(=) New Balance Total	Past Due Amount	\$493.00
\$27,129.72	\$0.00	\$0.00	\$58.00	\$494.93	\$0.00	\$27,682.65	Current Payment	\$567.00
							Total Minimum Payment Due	\$3,050.00

FINANCE CHARGE SCHEDULE Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054729% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
C. PURCHASES	0.054739% DLY	19.98%	\$27,398.77

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

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- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19806-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other pieces to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

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PAGE 1 OF 1

JC202480



www.mbna.net/access.com

CARDHOLDER SINCE 1999

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
01/11/01	\$3,212.80
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$52.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	



MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-5019

For account information call 1-800-826-2558
First change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

11

CARNELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

Account Number	Credit Line	Cash or Credit Available	Bill to Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
[REDACTED]	\$9,500.00	\$6,287.20	31	12/12/00	\$52.00	01/11/01

Billing Cycle	Transaction Date	Reference Number	Card Type	Category	Transactions	Charge	Credit (CR)
STATEMENTS AND CREDITS							
1/14	11/25	4450	MC		PAYMENT - THANK YOU		500.00 CR
1/17		320B	MC		DILLARDS 284 METARIE LA		34.80 CR
1/27		8517	MC		MACY S EAST #082 KENNER LA		101.67 CR
1/07		8401	MC		BANANA REPUBLIC #8260 METARIE LA		27.72 CR
1/11	12/10	9569	MC		PAYMENT - THANK YOU		500.00 CR
CASH ADVANCE TRANSACTIONS							
1/27	11/25	2085	MC	B	HIBERNIA NATIO 4 CANA NEW ORLEANS LA	69.00	
1/27	11/25	2085	MC	B	ATM TRANSACTION FEE	5.00	
1/27	11/25	2087	MC	B	HIBERNIA NATIO 4 CANA NEW ORLEANS LA	203.00	
1/27	11/25	2087	MC	B	ATM TRANSACTION FEE	6.09	
1/01	11/28	6170	MC	B	WHITNEY NATL BK BOSQ W. KENNER LA	103.00	
1/01	11/28	6170	MC	B	ATM TRANSACTION FEE	5.00	
1/01	11/30	6188	MC	B	WHITNEY NATL BK BOSQ W. KENNER LA	109.00	
1/01	11/30	6188	MC	B	ATM TRANSACTION FEE	5.00	
PURCHASES AND ADJUSTMENTS							
1/13	11/11	6086	MC	C	OILLARDS 284 METARIE LA	53.69	
1/14	11/11	4142	MC	C	9 WEST #7203 METARIE LA	43.49	
1/14	11/12	3170	MC	C	JCPENNEY CD 0549 METARIE LA	23.92	

IMPORTANT NEWS

HOW DO YOU USE THE THREE ENCLOSED CHECKS? HOLIDAY SHOPPING, A WINTER VACATION, HOME RENOVATIONS, BILL CONSOLIDATIONS... THE LIST IS ENDLESS!
4-WHEEL FUN AWAITS YOU IN COSTA RICA. 8-NIGHT SELF-DRIVE LAND ADVENTURES BEGIN AT \$545 PP. CALL 1-888-899-3682 OR VISIT WWW.MBNATRAVEL.COM FOR MORE DETAILS!
TO ACCESS YOUR CREDIT LINE DURING THE HOLIDAYS, USE YOUR CREDIT CARD AND PIN CODE AT AN ATM. TO REQUEST A NEW PIN, CALL 1-800-859-1933.

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(-) Cash Advances	(+) Purchases and Adjustments	(-) Periodic Rate Finance Charges	(-) Transaction Fee Finance Charges	(-) New Balance Total	Past Due Amount	Current Payment	Total Minimum Payment Due
\$928.14	\$1,164.19	\$472.00	\$2,939.40	\$9.92	\$27.59	\$3,212.80	\$0.00	\$52.00	\$52.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS, 0.024630% DLY	8.99%	19.98%	\$0.00
B. ATM, BANK, 0.054739% DLY	19.98%	19.98%	\$239.17
C. PURCHASES, 0.054739% DLY	19.98%	19.98%	\$351.43

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
For Customer Satisfaction and up to five minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-859-2558.
For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-345-3178.
Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19886-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 54.58%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

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JC202431



www.mbnaaccess.com

CARDHOLDER SINCE 1999

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
01/11/01	\$3,212.80
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$52.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

1 inch
line for:

MBNA AMERICA
P.O. BOX 15019
WILMINGTON, DE 19886-3019

For account information call 1-800-626-2556
Not change of address or new telephone number below

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-142601

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

11

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
	\$9,500.00	\$6,287.20	31	12/12/00	\$52.00	01/11/01

Billing Site	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
DECEMBER 2000 STATEMENT							
PURCHASES AND ADJUSTMENTS							
1/14	11/12	3173	MC	C	JCPENNEY CO 0549 METAIRIE LA	25.20	
1/14	11/12	9308	MC	C	BANANA REPUBLIC #8260 METAIRIE LA	93.08	
1/14	11/12	3941	MC	C	GCA TREASURE CHEST 800-644-0439 LA	214.99	
1/14	11/12	3941	MC	C	CASH EQUIVALENT TRANSACTION FEE	6.44	
1/20	11/18	3807	MC	C	J. CREW 800-932-0043 VA MAIL/PHONE	58.00	
1/22	11/20	4420	MC	C	UNIQUE CLOTHING POWAND BEACHFL	47.95	
1/22	11/20	0069	MC	C	APPAREL WORLD OALLAS TX	85.00	
1/22	11/20	8616	MC	C	BASS-PRO SHOPS MAIL DR SPRINGFIELD MO MAIL/PHONE	130.50	
1/27	11/24	3208	MC	C	BANANA REPUBLIC #8191 KENNER, LA	21.74	
1/27	11/24	8442	MC	C	MACY S EAST #082 KENNER LA	21.92	
1/27	11/24	7577	MC	C	LIMITED STORES00000757 KENNER LA	42.96	
1/27	11/24	3400	MC	C	GAP #4524/THE KENNER LA	52.20	
1/27	11/24	8599	MC	C	MACY S EAST #082 KENNER LA	104.87	
28	11/25	0409	MC	C	BANANA REPUBLIC #8260 METAIRIE LA	121.80	
1/28	11/25	7930	MC	C	S WEST #7203 METAIRIE LA	130.49	
1/28	11/26	7300	MC	C	SAAGAR IMPORTS INC PORCHESTER NY	41.40	
1/29	11/26	1725	MC	C	KWART 00004810 METAIRIE LA	46.60	
2/01	11/29	0656	MC	C	ORIENT EXPRESSED IMPDR 504 B99-3060, LA	20.71	

IMPORTANT NEWS

SINCE 1/1/99, CUSTOMERS HAVE SAVED AN AVERAGE OF \$287.24 PER YEAR THROUGH THE MBNA AUTO INSURANCE PROGRAM WITH AIG COMPANIES. CALL 1-800-297-4431 EXT 2580.

SUMMARY OF TRANSACTIONS

Previous Balance	(-) Payments and Credits	(+) Cash Advances	(+) Purchases and Advances	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$928.14	\$1,164.19	\$472.00	\$2,939.40	\$9.92	\$27.53	\$3,212.80	Past Due Amount	\$0.00
							Current Payment	\$52.00
							Total Minimum Payment Due	\$52.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS 0.024630% DLY	8.99%	8.99%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$233.17
C. PURCHASES	0.054739% DLY	19.98%	\$351.43

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15019, WILMINGTON, DE 19886-5019.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15028, WILMINGTON, DE 19886-5028.

FOR THIS BILLING PERIOD:

ANNUAL PERCENTAGE RATE 54.58%

(Includes Periodic Rate and Transaction Fee Finance Charges.)

557 03K Y OLK 0713 0200 00

JC202432

P O BOX 17127
BALTIMORE MD 21297

03-08-01

ACCOUNT NO. [REDACTED] OFFICE NUMBER
67-43-0954

Statement of Account

.00 17711.35 .00 17711.35 03-28-01

REGULAR PAYMENT AMOUNT PAST DUE AMOUNT PRESENT LATE CHARGE DUE TOTAL AMOUNT DUE PAYMENT DUE DATE

THE TRAVELERS BANK
P O BOX 17127
BALTIMORE MD 21297

902-100828
GABRIEL T PORTEOUS JR
US DISTRICT COURT
NEW ORLEANS LA 70130

AMOUNT REMITTED

PLEASE RETURN THIS PORTION WITH PAYMENT, WRITE ANY ADDRESS CHANGES ON BACK.

Customer Receipt

OFFICE NUMBER OFFICE PHONE NUMBER DATE PREVIOUS STATEMENT DATE AMOUNT CHECK NO.
67-43-0954 410-581-6800 01-26-01 17711.35

DATE	TRANS TYPE	RESID	AMOUNT	INTEREST/CHRG	PRINCIPAL	CURRENT BALANCE

citifinancial

SERVICING ACCOUNT ON BEHALF OF
CITIBANK (SOUTH DAKOTA), N.A. OR CITIBANK USA

*****PLEASE PAY IMMEDIATELY UPON RECEIPT OF STATEMENT
*****THANK YOU.

ACCOUNT NUMBER	STATEMENT DATE	REGULAR PAYMENT AMOUNT	PAST DUE AMOUNT	PRESENT LATE CHARGE DUE	TOTAL AMOUNT DUE	ADDITIONAL LATE CHARGE DUE
[REDACTED]	03-28-01	.00	17711.35	.00	17711.35	

G. T. Porteous, Jr.
500 Camp St.
Section T
New Orleans, LA 70130-3313
|||

March 13, 2001

Account No.: [REDACTED]

Dear G. T. Porteous, Jr.,

Your MBNA account was charged off as a bad debt and is scheduled to be sold to a collection agency.

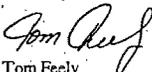
We are providing you with two alternatives before selling your account. Select the option below that works best for you. Your payment must be in our office no later than March 25, 2001:

1. MBNA agrees to accept a settlement amount of \$10,310.00 in certified funds, as payment in full, if received in this office by your due date. An updated consumer report will be sent to the appropriate national consumer reporting agencies reflecting that the account has been settled.
2. Upon receipt of \$2,950.00 in certified funds, MBNA agrees to accept \$890.00 per month until your balance is paid in full, interest free.

Failure to satisfy your debt will force us to refer your account to a third party.

To confirm your acceptance of one of the above offers, call 1-800-318-5610 by March 25, 2001. This is your last chance to avoid having your account being sold to a collection agency.

Sincerely,


Tom Feely
Vice President

Call 1-800-318-5610 today!
Monday through Thursday, 8 a.m. to 9 p.m.
Friday, 8 a.m. to 5 p.m.
Saturday, 8 a.m. to noon
Eastern time

Citicorp Credit Services, Inc.
A Subsidiary of Citigroup

Bankruptcy Recovery Unit
P.O. Box 20487
Kansas City, MO 64195-9904

January 31, 2001

RECEIVED
FEB 05 2001

Claude C. Lightfoot Jr.
3500 N. Causeway Blvd. Executive Tower Suite 450
Metairie, LA. 70002

RE: G. Thomas Porteous Jr. [REDACTED]

Dear Claude C. Lightfoot Jr.

We have received your recent communication and appreciate your attention to this matter. We would like to discuss the circumstances surrounding the situation and explore an alternative that would be advantageous to both parties.

Please contact one of our settlement representatives at the toll free number listed below.

We look forward to speaking to you.

Please see the reverse side of this letter for important information.

Sincerely,

Kelley R. Klenda

Kelley Klenda
Manager

Toll-free Telephone Number: 1-800-846-8444 ext. Option 7
Office Hours: Monday-Friday, 7:00am - 3:30pm Central Time

4010



Claude Lightfoot
3500 N. Causeway Blvd Ste. 450
Metairie, LA 70002

DATE: December 11, 2000
RE: G. Thomas Porteous, Jr.
BALANCE DUE: \$11,855.57
ACCOUNT #: [REDACTED]
FILE #: 837081

Dear Claude Lightfoot:

We have been advised by the above-named party(s) that you are representing them with respect to this debt.

Pursuant to Section 805 (a) (2) of the Fair Debt Collection Practices Act, we are requesting that you contact us within a reasonable period of time so that we can determine your client's intentions with respect to the balance due our client.

We have previously attempted to discuss this matter over the telephone with you, but we have not had a response to our telephone messages.

If we do not hear from you within a reasonable period of time, the above-cited Section of the Act permits us to resume collection activity and contact the above-named party.

Sincerely,

76
Account Representative

NOTICE: See reverse side for important consumer information.

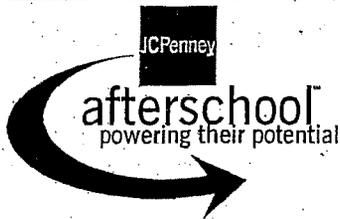
FDA (9/97)

GC Services Limited Partnership
111 Westport Plaza, Suite 205 • St. Louis, MO 63146 • 314/851-4300 • Fax 314/851-4380

GCFM 0290

JC202439

JCPenney



...helping to provide affordable, high-quality afterschool programs in partnership with the YMCA, Boys & Girls Clubs of America and our public schools.

Visit our website at www.JCPenney.net and look for JCPenney Afterschool. Also call or log on to any of the following.

8328 1-888-333-YMCA or www.ymca.net 1-800-854-CLUB or www.bgca.org 1-800-USA-LEARN or www.ed.gov

JCPenney

STORES & CATALOG
Visit us at
www.jcpenney.com

Use your JCPenney Card at Eckerd Drug Stores
ECKERD
www.eckerd.com

Account Statement

Billing Inquiry P.O. BOX 27570
Notice Address ALBUQUERQUE, NM 87125
See reverse side for details 1-800-527-3369
Teleshopping will not 1-800-527-2110 EN ESPANOL
preserve your rights.

ACCOUNT NUMBER [REDACTED]
CURRENT BILLING DATE 02-19-01
DAYS IN THIS PERIOD 31

PAGE 01 OF 01 To avoid additional finance charge, please pay the new balance by due date 03-16-01

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 3300 AVAILABLE CREDIT

Date	Reference Number	Balance Type	Item Description	Charge	Payments and Credits
------	------------------	--------------	------------------	--------	----------------------

BALANCE TYPE		COMPUTED ON AVERAGE DAILY BALANCE	MONTHLY PERIODIC RATE(S) %	ANNUAL PERCENTAGE RATE(S) %
REGULAR	A	2801.94	2.08250	24.99

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

BALANCE SUMMARY	PREVIOUS BALANCE	PAYMENTS AND CREDITS	+ FINANCE CHARGE	NEW BALANCE	PAST DUE AMOUNT	MINIMUM PAYMENT
TOTAL	2901.94	0.00	58.34	2960.28	797.00	945.00

JC202440

Cardmember Statement

FIRST USA

Free & Convenient ON-LINE ACCESS to your Account. View your statement on-line, make payments, see daily transactions and account balance. Register today at www.FirstUSA.com.

	ACCOUNT NUMBER [REDACTED]	PAST DUE AMOUNT 746.00	NEW BALANCE 6,046.34	MINIMUM PAYMENT DUE 1,912.74	PAYMENT DUE DATE 03/17/01	WRITE AMOUNT OF PAYMENT
--	------------------------------	---------------------------	-------------------------	---------------------------------	------------------------------	-------------------------

Please make checks payable to First USA Bank, N.A. First USA Bank, N.A. is the issuer of this account.
Send top portion of statement with payment in enclosed envelope.

FIRST USA BANK, NA
P.O. BOX 94014
PALATINE IL 60094-4014

G THOMAS FORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

32

19976

New Address or E-mail?
Please see reverse side of form.

6 CUSTOMER SERVICE 1-800-855-9900 (INSIDE US)
1-618-248-5470 (OUTSIDE US) call collect
1-888-446-3360 (en Espanol)
www.firstusa.com

BILLING INQUIRY P.O. BOX 8864
WILMINGTON, DE 19899-8364

PAYMENT ADDRESS P.O. BOX 34014
PALATINE IL 60094-4014

ACCOUNT NUMBER [REDACTED]	TOTAL CREDIT LINE \$,000	CASH ADVANCE CREDIT LINE 2,500	AVAILABLE CREDIT *	AVAILABLE PORTION FOR CASH ADVANCES 0	PAYMENT DUE DATE 03/17/01	CLOSING DATE 02/20/01
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CARDMEMBER ACTIVITY SUMMARY

TRANS. DATE	POST. DATE	REFERENCE NUMBER	MERCHANT NAME OR TRANSACTION DESCRIPTION	AMOUNT
02/20	02/20		OVERLIMIT FEE	29.00
02/20	02/20		LATE FEE	29.00
02/20	02/20		PERIODIC RATE *FINANCE CHARGE*	124.57

** AVOID FURTHER DAMAGE TO YOUR CREDIT RATING**
AND TO PREVENT YOUR ACCOUNT FROM CHARGING OFF,
REMIT YOUR PAYMENT IMMEDIATELY.

PREVIOUS BALANCE	+ PURCHASES, FEES AND ADJUSTMENTS	+ CASH ADVANCES	+ FINANCE CHARGES	- PAYMENTS AND CREDITS	NEW BALANCE
5,863.67	58.00	0.00	124.57	0.00	6,046.34

PERIODIC RATE(S) AND APR(S) MAY VARY

FINANCE CHARGE SUMMARY	AVERAGE DAILY BALANCE		DAILY PERIODIC RATE	CORRESPONDING ANNUAL PERCENTAGE RATE	PERIODIC FINANCE CHARGE
	CURRENT CYCLE	PREVIOUS CYCLE			
PURCHASES	5,923.79	0.00	.06572%	23.99%	124.57
CASH	0.00	0.00	.06572%	23.99%	0.00
EFFECTIVE ANNUAL PERCENTAGE RATE			25.23%	TOTAL PERIODIC FINANCE CHARGE	124.57

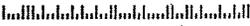
The Corresponding APR is the rate of interest you pay when you carry a balance on purchases and cash advances.
The Effective APR represents your total finance charge including transaction fees each at each advance and balances transfer fees expressed as a percentage.
*Cash Advance Credit Line may be a portion of your total Credit Line.
See reverse side for important information, including notice about annual renewal.
First USA Bank, N.A. is the issuer of this account.

First USA Bank, N.A.
Member FDIC

American Judicature Society

PLATINUM PLUS
www.mbnanetaccess.com

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
03/21/01	\$29,443.71
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$4,211.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Check Me to: 
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

CARDHOLDER SINCE 1985

G T PORTEOUS JR
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

For account information call 1-800-789-6666
Print change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

18

Account Number	Credit Limit	Cash or Credit Available	Date in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
[REDACTED]	\$25,700.00		29	02/20/01	\$4,211.00	03/21/01

Billing Date	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
FEBRUARY 2001 STATEMENT							
PURCHASES AND ADJUSTMENTS							
1/20	01/23	8922	MC	C	OVER CREDIT LINE FEE	29.00	
1/20	02/20	0000	MC	C	LATE CHARGE FOR PMT DUE 02/19	29.00	
TOTAL FOR BILLING CYCLE FROM 01/23/2001 THROUGH 02/20/2001						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$28,922.56	\$0.00	\$0.00	\$58.00	\$463.15	\$0.00	\$29,443.71	Past Due Amount	\$3,675.00
							Current Payment	\$536.00
							Total Minimum Payment	
							Due	\$4,211.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
C. PURCHASES	0.054739% DLY	19.98%	\$5,696.79
OTHER BALANCES	0.054739% DLY	19.98%	\$23,478.70

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%

(Includes Periodic Rate and Transaction Fee Finance Charges.)

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-6666
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

4198 50R 4HZ 0200 0000 00

JC202442

4014

FIRST USA BANK, N.A.
P.O. BOX 15548
WILMINGTON, DE 19886-5548

FIRST USA®

February 20, 2001

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

|||||

RE: [REDACTED]

Dear G Thomas Porteous:

The above referenced account has been sent to my office for charge-off. Our Customer Support Department has made continued efforts to contact you with no success. This letter is an attempt to offer you some assistance in resolving this past due amount by possibly settling out the account or making special arrangements. This account is scheduled to charge off on 02/26/2001, but based on your past credit history, we are willing to work with you to avoid this as well as further action.

Contact us immediately to make all necessary arrangements.

Sincerely,

Carole Lindinger
Customer Support Division
800-214-0499 ext 2086

FIRST USA BANK, N.A.
P.O. BOX 15548
WILMINGTON, DE 19886-5548

FIRST USA®

February 20, 2001

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313



RE: [REDACTED]

Dear G Thomas Porteous:

We are pleased that we could find a settlement that worked for you. This is to confirm that we agreed to settle your credit card account for 21% of the balance. You will benefit with all these advantages:

- * You will pay \$1237, a significant savings over the full balance that you owe us. (Please note that any funds paid to prevent your account from charging off immediately are in addition to this amount.)
- * We will stop all efforts to collect.
- * We will report your account to the national credit bureaus as "settled" with no balance due.

To accept this offer, please send your payment for 1237. You can:

- * Call to make a payment over the phone with our free e-pay service.
- * Mail us a cashier's check or money order.

We must receive your payment within 10 days from the date of this letter, or before the date your account is scheduled to charge off, whichever comes first. If you have arranged to make multiple payments, the total settlement amount must be received within the agreed time frame. If you do not complete your settlement arrangement on time, this agreement will terminate and we will continue our collection efforts.

If you have not already done so, please destroy all the cards and convenience checks for your account. If you have any questions about your settlement arrangement, please call us at (800) 214-0499. We look forward to receiving your payment.

Sincerely,

Oscar Anderson
Customer Support Division

Send payment to: First USA Bank * P.O. Box 15548 * Wilmington, DE. 19886-5548

STUSA.

February 20, 2001

confirm that we
with all these

owe us. (Please note
are in addition to

with no balance due.

before the date your
d to make multiple
frame. If you do not
and we will continue

checks for your
call us at (800) 214 -

6-5548

P O BOX 17127
BALTIMORE MD 21297

STATEMENT DATE
01-28-01

ACCOUNT NO.
[REDACTED]

Statement of Account
17711.35

REGULAR PAYMENT AMOUNT	PAST DUE AMOUNT	PRESENT LATE CHARGE DUE	TOTAL
.00	.00	.00	17711.35

THE TRAVELERS BANK
P O BOX 17127
BALTIMORE MD 21297

015-000793
GABRIEL
US DIST
NEW ORLE

AMOUNT REMITTED _____ PLEASE RETURN THIS PORTION WITH PAYMENT, WRITE ANY ADDRESS CHANGE

Customer Receipt

OFFICE NUMBER: 67-43-0954 OFFICE PHONE NUMBER: 430-581-6800 DATE: PREVIOUS STATEMENT: ** FIRST STATEMENT

DATE	STATEMENT NO.	REG. PAYMENT AMOUNT	PAST DUE AMOUNT	PRESENT LATE CHARGE DUE	TOTAL
01-28		17711.35	.00	.00	17711.35

citi financial
SERVICING ACCOUNT ON BEHALF OF
CITIBANK (SOUTH DAKOTA), N.A. OR CITIB

*****PLEASE PAY IMMEDIATELY UPON RECEIPT OF STATEMENT
*****THANK YOU.

JC202445

**merican Judges
ssociation**



www.mbna.net/access.com

CARDHOLDER SINCE
1992

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
03/05/01	\$30,386.46
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$3,827.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Check file #: MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2558
Print change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

06

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

Account Number	Credit Line	Cash or Credit Available	Date in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date	
[REDACTED]	\$26,700.00		31	02/05/01	\$3,827.00	03/05/01	
FEBRUARY 2001 STATEMENT						Charge	Credits (CR)
PURCHASES AND ADJUSTMENTS							
02/05	01/06	9817 MC C	OVER CREDIT LINE FEE		29.00		
02/05	02/05	0000 MC C	LATE CHARGE FOR PMT DUE 02/04		29.00		
TOTAL FOR BILLING CYCLE FROM 01/08/2001 THROUGH 02/05/2001						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(+) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$29,817.79	\$0.00	\$0.00	\$58.00	\$510.67	\$0.00	\$30,386.46	Part Due Amount	\$3,244.00
							Current Payment	\$582.00
							Total Minimum Payment	\$3,827.00
							Due	\$3,827.00

FINANCE CHARGE SCHEDULE

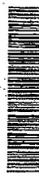
Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
C. PURCHASES	0.054739% DLY	19.98%	\$30,084.05

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-626-2558.
For TDD (telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, 19886-5137.
Billing rights are preserved only by written inquiry. Mail billing inquiries, in form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15028, WILMINGTON, DE 19886-5028.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

6S38 02U 7PB 0200 0000 00

PAGE 1 OF 1



3C202446

PAYMENT DUE DATE 03/05/01 NEW BALANCE \$11,019.39 MINIMUM DUE \$2,444.39

Print charge of address and telephone number: New Address: Telephone: ()

ACCOUNT NUMBER: [REDACTED]
Enter Amount Enclosed in Boxes Below
\$ [] [] [] [] [] [] [] []
Please make check or money order payable to: CHASE PLATINUM MASTERCARD.

CARMELLA G PRTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

P.O. BOX 15583
WILMINGTON DE 19886-1194

009853

Please detach at perforation and return with your payment.



Chase Platinum MasterCard®
ACCOUNT NUMBER: [REDACTED]

NEW BALANCE \$11,019.39	PAYMENT DUE DATE 03/06/01	STATEMENT CLOSING DATE 02/08/01	DAYS IN BILLING CYCLE 30
TOTAL CREDIT LINE \$10,000	TOTAL AVAILABLE CREDIT \$0	CASH ACCESS LINE \$6,000	AVAILABLE CASH \$0

Here is your Account Summary:

	TOTAL
Previous Balance	\$10747.32
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	58.00
(+) FINANCE CHARGES	214.07
(=) New Balance	11019.39
Minimum Due	220.00
Past Due - Pay Immediately	1205.00
Over Line - Pay Immediately	1019.39
Minimum Payment Due	\$2444.39

THE EASIEST WAY TO PAY
PAY THIS BILL BY TELEPHONE!
IT'S FAST AND EASY! CALL THE
NUMBER ON THIS STATEMENT
FOR MORE DETAILS.

Your charges and credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
	02/08		OVERLIMIT FEE		29.00
			LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE		29.00
Total of your credits and charges				0.00	58.00

THIS IS THE LAST CHANCE TO PREVENT LONG-TERM DAMAGE TO YOUR CREDIT RATING. CONTACT US NOW TO MAKE IMMEDIATE PAYMENT ARRANGEMENTS.

Here's how we determined your Finance Charge*:

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC / MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Purchases	V 0.06573%	\$4051.65	\$79.89	\$79.89	23.99%	23.99%
Cash	V 0.06573%	\$6904.53	\$134.18	\$134.18	23.99%	23.99%

* Please see reverse side for balance computation method and other important information.

Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800. Para Servicio al Cliente en Español: 1-800-545-0464.

JC202447



Chase BankCard Services, Inc.
P O Box 30755
Tampa, FL 33630-3755



CARMELLA G PORTEOUS 044740
4801 NEYREY DR
METAIRIE, LA 70002-1426

FEBRUARY 9, 2001



Dear Carmella G Porteous,

Account No: [REDACTED]

You have failed to pay your obligation in accordance with your Cardmember Agreement. As a result, your account is scheduled for Charge-Off.

You are no doubt aware of the added costs this may cause as well as the major derogatory rating which will be reflected on your credit report. To avoid this action, please send us the amount of \$1,425.00 within seven days.

You may use the coupon attached to the bottom of this letter when sending a payment. We have enclosed an envelope for your convenience.

We are still willing to work together with you on this matter. Please contact a Chase Representative between the hours of 8:00 AM to 11:00 PM, Monday through Thursday, Friday, 8:00 AM to 9:00 PM, Saturday 8:00 AM to 5:00 PM, and Sunday, Noon to 9:00 PM EST at 800-334-6350*.

If you have already mailed your payment, thank you.

Sincerely,

Paul Ribarich
Collection Department

ACCOUNT IS OWNED BY CHASE MANHATTAN BANK USA, N.A. AND MAY BE SERVICED BY ITS AFFILIATES.
*CALLS MAY BE MONITORED AND/OR RECORDED TO ENSURE THE HIGHEST LEVEL OF QUALITY SERVICE.

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT IN THE ENCLOSED ENVELOPE

988925



BALANCE \$11,019.39 | MINIMUM DUE \$1,425.00

Account No: [REDACTED]

Enter Amount Enclosed in Boxes Below
\$ [] [] [] [] [] [] [] []

Please make check or money order payable to:
Chase Platinum Mastercard®

Print change of address and telephone number

New Address: _____

Phone (Home): () _____ Fax: () _____

CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE, LA 70002-1426



CHASE MANHATTAN BANK USA, N.A.
PO BOX 15583
WILMINGTON, DE 19886-1194



JC202448

Last Chance to Save Your Account

G T Porteous Jr
500 Section T Camp St
New Orleans, LA 70130-3313

Account No.: [REDACTED]

February 1, 2001

Dear G T Porteous Jr,

Please understand, your MBNA account is scheduled to be written off as a bad debt in February. If we do not receive a payment, or you do not contact us by February 14, 2001 we may refer your account to a collection agency after it is written off. We will no longer be able to work with you. Until the year 2008, any potential employer, mortgage company, car dealership, or creditor will see this mark on your credit file.

Now is the time to act! MBNA has three special offers to prevent your account from being written off as a bad debt:

1. Pay \$3920.00 by February 14, 2001, and call to see what you can do to regain your charging privileges.
2. Forgive 60% of your balance by making a payment of \$11850.00 and we will consider your account settled. To get started, pay \$690.00 by February 14, 2001, and call 1-888-650-6262 to make the remaining payment arrangements on your account. You can take up to nine months to pay this balance!
3. Accept a reduced-payment with a monthly payment of \$390.00 and an Annual Percentage Rate of 13.00%. This program would be effective for nine months. To accept this option, please send your initial payment of \$390.00 by February 14, 2001. You must call 1-888-650-6262 to enroll in this program.*

Sincerely,



Nancy Kressman
Vice President

P.S. Save your account from being written off as a bad debt by calling us to make payment arrangements for at least \$390.00 by February 14, 2001.

Call 1-888-650-6262 today!
Monday through Thursday, 8 a.m. to 9 p.m.
Friday, 8 a.m. to 5 p.m.
Saturday, 8 a.m. to noon
Eastern Time

*Important Amendment to Your Credit Card Agreement: If you pay the amount noted in Option 3 above by February 14, 2001, then, beginning on the first day of the following billing cycle for a total of 9 billing cycles (the "Promotional Period"), the Daily Periodic Rate ("DPR") for your account will be 0.035616% (corresponding ANNUAL PERCENTAGE RATE ("APR") of 13.00%). During the Promotional Period, your minimum payment will be the amount listed in Option 3. At the end of the Promotional Period (or if during the Promotional Period an installment payment is not received for at least 60 days) your minimum payment will return to that disclosed in your Credit Card Agreement, as may be amended, and your APR and DPR for all new and outstanding balances will return to the rates currently disclosed in your Credit Card Agreement, as may be amended, effective as of the first day of the billing cycle in which your APR and DPR are increased.

90

180MC0201

JC202450

merican Judicature
ociety

PLATINUM PLUSSM
THE NEW STANDARD
www.mbnanetaccess.com

ACCOUNT NUMBER	
PAYMENT DUE DATE	NEW BALANCE TOTAL
02/19/01	\$28,922.56
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$3,675.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Account No: 
MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

CARDHOLDER SINCE
1985

G T PORTEOUS JR
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

For account information call 1-800-789-6665
Get change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

18

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date
		\$25,700.00	33	01/22/01	\$3,675.00	02/19/01

Billing Date	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
JANUARY 2001 STATEMENT							
PURCHASES AND ADJUSTMENTS							
1/22	12/21	8347	MC	C	OVER CREDIT LINE FEE	29.00	
1/22	01/22	0000	MC	C	LATE CHARGE FOR PMT DUE 01/21	29.00	
TOTAL FOR BILLING CYCLE FROM 12/21/2000 THROUGH 01/22/2001						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(-) Cash Advances	(+) Purchases and Adjustments	(-) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$28,347.44	\$0.00	\$0.00	\$58.00	\$517.12	\$0.00	\$28,922.56	Past Due Amount	\$3,085.00
							Current Payment	\$590.00
							Total Minimum Payment Due	\$3,675.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS, D.	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
C. PURCHASES	0.054739% DLY	19.98%	\$5,543.39
OTHER BALANCES	0.054739% DLY	19.98%	\$23,089.82

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute account information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-6665
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-345-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19850-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

2021 510 .27C 1302 0000 00
5490 8908 5900 0877 PAGE 1 OF 1

JC202451

4023

Dillard National Bank

January 20, 2001

RESORTED
***** ALL FOR AADC 700
Gabriel Porteous, JR
4801 Neyrey Drive
Metairie, LA 70002-1426

|||||

RE: Acct [REDACTED]

Balance \$4,917.11
Now Due \$2,316.00

Dear Gabriel Porteous:

We are at a turning point in our relationship. After all these months without resolving your past due account, we must begin to assess which actions seem appropriate to take to recover this balance.

As you are aware, your account is critically delinquent.

Our records indicate that you have not made any effort to make a payment or to advise us of your reason for non-payment.

Your balance must be in our offices within three days of receipt of this letter if you are to avoid further collection actions.

As a credit bureau member, we are obligated to report past due balances.

Check payments by phone, Visa, MasterCard, Discover and American Express are accepted; to use these options, contact your account manager.

Sincerely,

Attorney Retained
Account Manager
Special Accounts Unit
1-800-375-0060

051

396 N. William Dillard Drive * Gilbert, AZ * 85233

JC202452

Dillard's

Account Number: XXXXXXXXXX
 Billing Date: 01/08/2001
 Payment Due Date: 02/03/2001



IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE

PRESORTED
 AUTO-5-DIGIT 70002
 GABRIEL T PORTEOUS
 MELL PORTEOUS
 4801 MEYREY DR
 METAIRIE LA 70002-1428

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
 PO BOX 29442
 PHOENIX, AZ 85038-9442

Option Type	New Balance	Minimum Payment Due	Interest-Free Payment	Amount Paid
Regular-0	570.51	48.00	570.51	
Extended-1	268.45	13.00	103.00	
TOTALS	838.96	61.00	673.51	



DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT. PAGE 1 of 1

Date	Reference Number	Dept Store	Item Description/Store Name	Amount	Charge/Credit
REGULAR REVOLVING OPTION					
12/12	0509-0015	952000	SALES TAX ADJUSTMENT	1.40	
		0289	CURTLEBREEK		
12/16	0090	0090	LATE PAYMENT CHARGE	20.00	20.00
01/08	0000-9191	018019	PAYMENT - THANK YOU	-88.00	
		0900	FINANCE CHARGE ON AVERAGE DAILY BALANCE OF	644.52	12.53
<p><i>For your convenience, payments to your account may be processed by any Dillard's sales associate.</i></p> <p>Daily Periodic Rate .06273 % ANNUAL PERCENTAGE RATE 22.9 %</p>					
EXTENDED OPTION					
01/08	0000-9192	018019	PAYMENT - THANK YOU	-47.00	
		0900	FINANCE CHARGE ON AVERAGE DAILY BALANCE OF	311.08	5.54
<p>Daily Periodic Rate .05753 % ANNUAL PERCENTAGE RATE 21.0 %</p>					

Account:	Billing Date:	Payment Due:	Credit Limit:
	01/08/2001	02/03/2001	\$3500

Option Type	Previous Balance	Charges (C)	Payments (P)	Credits (D)	New Balance	Minimum Payment Due	Interest-Free Payment
Regular	624.58	33.93	88.00	0.00	570.51	48.00	570.51
Extended	309.91	5.54	47.00	0.00	268.45	13.00	103.00
TOTALS	934.49	39.47	135.00	0.00	838.96	61.00	673.51

FOR CUSTOMER SERVICE CALL:
 ENGLISH 1-800-643-8278
 ESPANOL (U.S.) 1-800-237-1808
 ESPANOL (MEX) 001-800-237-1808

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE INTEREST FREE PAYMENT BY THE DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

JC202453

Dillard's

Option Type	New Balance	Minimum Payment Due	Amount Paid
Regular-0	4,897.11	2,316.00	

Account Number: [REDACTED]
 Billing Date: 01/08/2001
 Payment Due Date: 02/03/2001



IF YOUR ADDRESS IS DIFFERENT, MARK HERE AND COMPLETE REVERSE SIDE

RESORTED
 AUTO-5-DIGIT 70002
 GABRIEL PORTEOUS JR
 4801 NEYREY DR
 METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
 PO BOX 29442
 PHOENIX, AZ 85038-9442



DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT

PAGE 1 of 1

Date	Reference Number	Opp/Store	Item Description/Store Name	Amount	Charge/Credits
12/16		0090	REGULAR REVOLVING OPTION LATE PAYMENT CHARGE FINANCE CHARGE ON AVERAGE DAILY BALANCE OF	20.00 4,843.79	20.00 94.19
			Your account condition is critical. Please call 1-800-375-0060 today.	Daily Periodic Rate .06279 %	ANNUAL PERCENTAGE RATE 22.9 %

Account: [REDACTED]		Billing Date: 01/08/2001		Payment Due: 02/03/2001		
Option Type	Previous Balance	Charges (F)	Payments (C)	Credits (C)	New Balance	Minimum Payment Due
Regular	4,782.92	114.19	0.00	0.00	4,897.11	2,316.00

FOR CUSTOMER SERVICE CALL:
 ENGLISH 1-800-643-8278
 ESPANOL (U.S.) 1-800-297-1808
 ESPANOL (MEX) 001-800-297-1808

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

JC202454

American Judges Association



www.mbnanetaccess.com

CARDHOLDER SINCE 1992

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
02/04/01	\$29,817.79
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$3,244.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

check the following:

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2556
First change of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

06

Account Number	Credit Line	Cash or Credit Available	Date in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date	
	\$26,700.00		31	01/05/01	\$3,244.00	02/04/01	
JANUARY 2001 STATEMENT						Charges	Credits (CP)
PURCHASES AND ADJUSTMENTS							
1/05	12/06	9258 NC C	OVER CREDIT LINE FEE		29.00		
1/05	01/05	0000 NC C	LATE CHARGE FOR PNT DUE 01/04		29.00		
TOTAL FOR BILLING CYCLE FROM 12/08/2000 THROUGH 01/05/2001					\$58.00	\$0.00	

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(-) Cash Advances	(+) Purchases and Adjustments	(-) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$29,256.68	\$0.00	\$0.00	\$58.00	\$501.11	\$0.00	\$29,817.79	Past Due Amount	\$2,670.00
							Current Payment	\$374.00
							Total Minimum Payment Due	\$3,244.00
							Due	\$3,244.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054738% DLY	19.98%	\$0.00
B. ATM, BANK	0.054738% DLY	19.98%	\$0.00
C. PURCHASES	0.054738% DLY	19.98%	\$29,530.33

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-346-2556
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178.
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19886-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

1236 02K 106 1302 0000 00

JC202456

Visit www.citibankcards.com



Your Account Number



Payment Must Be Received By **FEB 05 2001** Your Total Balance **\$25094.04** Minimum Payment Due **\$25094.04** Please Enter Amount Of Payment Enclosed

51828N VAS 32 12A0165 BR5011095



G THOMAS PORTEOUS
US DISTRICT CT
500 CAMP ST SEC T
NEW ORLEANS

LA 70130-3315

CITIBANK AADVANTAGE
P.O. BOX 6408
THE LAKES, NV
USA 88901-6408



() ()
New Home Phone New Business Phone

Please print change of address or phone number above.

For Customer Service, call or write
1-800-925-8871

Citibank AAdvantage

Account Number A registered trademark of American Airlines, Inc.

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write
to this address; calling will
not preserve your rights

Payment must be received by 1:00 pm local time on 02/05/2001

Statement/Closing Date Total Credit Line Cash Advance Limit New Balance
01/11/2001 \$22000 \$16000 \$25094.04

Available Credit Line Available Cash Limit
SEE BELOW

1/11	OVER CREDIT LIMIT FEE	29.00
1/11	PURCHASES*FINANCE CHARGE*PERIODIC RATE	499.28

Help is available! Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time. Please give us the opportunity to assist you.

	Previous Balance	(+) Purchases & Advances	(-) Payments	(-) Credits	(-) Finance Charge	(+) Late Charges	(=) New Balance	Purchases Minimum Due	Advances Minimum Due	Amount Over Credit Line	Fee	Past Due	Minimum Amount Due
Purchases	24565.76	29.00			499.28		25094.04	522.00		3094.04			
Advances												2941.37	
Total	24565.76	29.00			499.28		25094.04						25094.04

Rate Summary		Purchases	Advances
Number of days this Billing Period	30		
Calculation Method		Daily	Daily
Periodic Rate		.06709%	.06709%
Nominal Annual Percentage Rate		24.490%	24.490%
Annual Percentage Rate		24.490%	24.490%
Balance Subject to Finance Charge		24806.24	

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6408 THE LAKES, NV 88901-6408
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

51828N

JC202457



BOL MASTERCARD 002-050
 SOUTHERN STATES BANKCARD ASSOC
 PO BOX 6972
 METAIRIE, LA. 70009-6972

GABRIEL T. PORTEOUS JR
 4801 NEYREY DR
 METAIRIE LA 70002-0000

NEW BALANCE	1,870.00
MINIMUM PAYMENT DUE	680.00

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED

ACCOUNT NUMBER	TOTAL CREDIT LINE	NO. DAYS IN BILLING CYCLE	CYCLE CLOSING DATE	PAYMENT DUE DATE
	1,500	31	01/21/01	PAST DUE
AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TRANSACTION FINANCE CHARGE	ANNUAL PERCENTAGE RATE	
1,573.24	23.59	.00	17.99%	

TRANSACTION DATE	REFERENCE NUMBER	POST DATE & DESCRIPTION OF TRANSACTION	AMOUNT
		YOUR TOTAL DUE MUST BE PAID WITHIN 10 DAYS OF THIS NOTICE IN ORDER TO AVOID OTHER ACTION. REMIT 680.00 .	
		YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT.	
		INTEREST PAID FOR 2000 \$ 260.16	
1226	2000003920	1226 LATE CHARGE ASSESSMENT	15.00
0121	2000002390	0121 OVERLIMIT CHARGE ASSESSMENT	10.00

PREVIOUS BALANCE	PAYMENTS AND CREDITS	TOTAL FINANCE CHARGE	NEW TRANSACTIONS	NEW BALANCE
1,821.41	.00	23.59	25.00	1,870.00

CASH: PERIODIC RATE = 01.500% APR = 18.000%
 RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
 Make Checks Payable to SOUTHERN STATES BANKCARD ASSOCIATION
 Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
 Customer Service: 1-800-686-8737

NOTICE - SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

MBNA[®]
PLATINUM PLUS
the new standard

ACCOUNT NUMBER	
[REDACTED]	
BALANCE	AMOUNT DUE
\$28,347.44	\$3,085.00

G T PORTEOUS JR
 SECTION T
 500 CAMP ST
 NEW ORLEANS LA 70130-3313991

To: G T Porteous Jr
 From: Susan Roberts, Customer Assistance department
 Date: January 06, 2001
 Subject: Account status

As discussed, this letter is an offer to settle the above account.

To qualify, you must send one payment of \$10,000.00 by February 06, 2001.
 Please mail the payment to P.O. Box 15137, Wilmington, DE 19850-5137.

When the payment is received, your account will be reported to the national consumer reporting agencies as settled and you will not be obligated to pay the remaining balance, provided no additional charges are made to the account after the date of this letter. Also, any future credit balances on the account will become the property of MBNA. Failure to satisfy the terms of this agreement will result in MBNA requiring you to send the full amount of \$28,347.44, including any finance charges. Please keep this letter as confirmation of your settlement, as the terms of this offer will not be reflected on your monthly statement.

Remember, to accept this agreement, we must receive your \$10,000.00 payment by February 06, 2001.

If you have any questions, please call 1-877-488-7725, Monday through Thursday from 8 a.m. to 9 p.m., or Friday and Saturday, 8 to noon (Eastern time). Our knowledgeable Account Managers are ready to assist you.



JC202460

MBNA®
PLATINUM PLUS
THE NEW STANDARD

ACCOUNT NUMBER	
[REDACTED]	
BALANCE	AMOUNT DUE
\$28,347.44	\$3,085.00

G T PORTEOUS JR
 SECTION T
 500 CAMP ST
 NEW ORLEANS LA 70130-3313991

To: G T Porteous Jr
 From: Susan Roberts, Customer Assistance department
 Date: January 06, 2001
 Subject: Account status

As discussed, this letter is an offer to settle the above account.

To qualify, you must send one payment of \$10,440.00 by February 06, 2001.
 Please mail the payment to P.O. Box 15137, Wilmington, DE 19850-5137.

When the payment is received, your account will be reported to the national consumer reporting agencies as settled and you will not be obligated to pay the remaining balance, provided no additional charges are made to the account after the date of this letter. Also, any future credit balances on the account will become the property of MBNA. Failure to satisfy the terms of this agreement will result in MBNA requiring you to send the full amount of \$28,347.44, including any finance charges. Please keep this letter as confirmation of your settlement, as the terms of this offer will not be reflected on your monthly statement.

Remember, to accept this agreement, we must receive your \$10,440.00 payment by February 06, 2001.

If you have any questions, please call 1-877-488-7725, Monday through Thursday from 8 a.m. to 9 p.m., or Friday and Saturday, 8 to noon (Eastern time). Our knowledgeable Account Managers are ready to assist you.



JC202461



AMERICAN BAR ASSOCIATION

XRAT 001129 Page 1 of 1
SUD 6 EX 7 20

Account Statement		Page 1 of 1
Statement Closing Date		11/29/00
Account number		[REDACTED]
New balance	\$17,328.66	
Past due amount	\$1,635.00	
Minimum payment due	\$3,310.66	
Payment due date	NOW DUE	

Account Summary	
Previous balance	\$16,981.47
Payments and credits	\$0.00
Purchases and advances	\$0.00
FINANCE CHARGE	\$318.19
Debit adjustments	\$29.00
New balance	\$17,328.66

Credit Limit \$16,000
Available Credit \$00
Days in billing period 30

☎ For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

MASTERCARD® FOR ABA MEMBERS

Trans	Post	Reference Number	Description	Amount
11/29	11/29		LATE FEE	29.00
		'FINANCE CHARGE'	PURCHASES \$134.88 CASH ADVANCE \$183.31	318.19

An amount followed by a minus (-) is a credit or credit balance.

YOUR ACCOUNT HAS BEEN REFERRED TO AN OUTSIDE AGENCY FOR COLLECTION. PLEASE REMIT YOUR PAYMENT DIRECTLY TO PENNCRO COLLECTION SVCS.

Finance Charge Information						
	Average Daily Balance	Daily Periodic Rate	Nominal APR	Annual Percentage Rate (APR)	Transaction Fees	Finance Charge
Purchases	7,263.42	0.06190%	22.59%	22.60%	0.00	134.88
Cash	9,871.34	0.06190%	22.59%	22.60%	0.00	183.31

Please detach bottom portion and return with your payment in the enclosed envelope.

CITIBANK USA

P.O. Box 15109
Wilmington, DE 19850-5109

Make changes to address and phone number below:

Address _____
City _____ State _____ Zip _____
Home phone _____
Business phone _____

Account number	[REDACTED]
New Balance	\$17,328.66
Minimum Payment Due	\$3,310.66
Payment Due Date	NOW DUE

Amount enclosed: \$ _____

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST. SECTION T
NEW ORLEANS LA 70130-3313

11185

PO BOX 6214
CAROL STREAM, IL 60197-6214

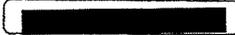
JC202462

53089512200006420331066173286600000020

Visit www.citibankcards.com



Your Account Number



Payment Must Be Received By: **DEC 15 2000** Your Total Balance: **\$21227.06** Minimum Payment Due: **\$2944.54** Please Enter Amount Of Payment Enclosed:

84820N VAS 32 16U0312 BR3011059



CITIBANK AADVANTAGE
P.O. BOX 6415
THE LAKES, NV
USA 88901-6415

CARNELLA PORTEOUS
4801 MEYREY DR
METAIRIE

LA 70092

New Home Phone: () () ()
New Business Phone: () () ()
Please print change of address or phone number above.

For Customer Service, call or write
1-800-866-9900

Citibank AAdvantage®

Account Number: [Redacted] A registered trademark of American Airlines, Inc.

BOX 6000
THE LAKES, NV
89163-6000

To report billing errors, write
to this address; calling will
not preserve your rights.

Payment must be received by 1:00 pm local time on 12/15/2000

Statement Closing Date: 11/21/2000 Total Credit Line: \$20000 Cash Advance Limit: \$12000 New Balance: \$21227.06 Available Credit Line: ***** SEE BELOW ***** Available Cash Limit: *****

Date	Description	Amount
11/21	LATE FEE -- DCT PAYMENT PAST DUE	29.00
11/21	OVER CREDIT LIMIT FEE	29.00
11/21	ADVANCES*FINANCE CHARGE*PERIODIC RATE	65.18
11/21	PURCHASES*FINANCE CHARGE*PERIODIC RATE	384.30

Your account is now 3 MONTHS PAST DUE and currently closed. Please call the toll-free number shown above to learn about our special payment options. Call Monday - Friday, 7 am to 9 pm, or Saturday, 8 am to 5 pm, Central Time.

	Previous Balance	(+) Purchases & Advances	(-) Payments	(-) Credits	(-) Finance Charge	(+) Late Charges	(=) New Balance	Purchases Minimum Due	Advances Minimum Due	Amount Over Credit Line	Fee	Past Due	Minimum Amount Due
Purchases	17715.05	29.00			384.30	29.00	18157.35	384.30	65.18	1227.06		1268.00	2944.54
Advances	3004.53				65.18		3069.71						
Total	20719.58	29.00			449.48	29.00	21227.06						

Rate Summary		Purchases	Advances
Number of days this Billing Period	32		
Calculation Method		Daily	Daily
Periodic Rate		.06709%	.06709%
Nominal Annual Percentage Rate		24.490%	24.490%
Annual Percentage Rate		24.490%	24.490%
Balance Subject to Finance Charge		17900.51	3035.98

SEND PAYMENTS TO: CITIBANK AADVANTAGE P.O. BOX 6415 THE LAKES, NV 88901-6415 84820N
PLEASE FOLLOW PAYMENT INSTRUCTIONS ON REVERSE SIDE.

JC202463



payment due date
December 22, 2000
minimum payment due
\$1,651.00

new balance
\$21,153.09

account number [redacted]
enter amount enclosed below

\$ [redacted]

Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus \$ 1,153.09.



H194155
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Great Balance Transfer rates!
Call 1-800-DISCOVER to see if an offer is available for you.

PO BOX 30395
SALT LK CITY UT 84130-0395



Address or telephone change? Please print change in the space above.



Closing Date: November 25, 2000 page 1 of 2

Discover Platinum Card Account Summary



account number	[redacted]	previous balance	\$20,783.26
payment due date	December 22, 2000	payments and credits	- 0.00
minimum payment due	\$1,651.00	purchases	+ 58.00
credit limit	\$20,000	cash advances	+ 0.00
credit available	\$0	balance transfers	+ 0.00
cash credit limit	\$10,000.00	FINANCE CHARGES	+ 311.83
cash credit available	\$0.00	new balance	= \$21,153.09

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

Transactions

	trans. date	post. date		
Other/Miscellaneous	Nov 25	Nov 25	LATE FEE	\$ 29.00
	Nov 25	Nov 25	OVERLIMIT FEE	29.00

***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION *****
Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.

The holiday season is here and chances are you'll be using your credit and debit cards to purchase those much wanted gifts - increasing the possibility of losing your cards. Protect yourself from the stress of reporting them missing by calling just one number. We'll do all the rest. Call 1-800-347-3395 to learn more about The Register(R).

	Average Daily Balances	Daily Periodic Rates	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES	Rate Plan
current billing period: 31 days						
Purchases	\$11406.04	0.04244%	15.49%	\$150.06	none	variable
Cash Advances	\$9527.72	0.05477%	19.99%	\$161.77	\$0	fixed

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse side. Send billing error notice to: Discover Platinum, P.O. Box 15192, Wilmington, DE 19886-1020.



PAGE 01 CF 01

BOL MASTERCARD 362-058
 SOUTHERN STATES BANKCARD ASSOC
 PO BOX 6972
 METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
 4801 MEYREY DR
 METAIRIE LA 70002-0800

NEW BALANCE ▶ 1,772.82
 MINIMUM PAYMENT DUE ▶ 47.82

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION AMOUNT ENCLOSED

ACCOUNT NUMBER	TOTAL CREDIT LINE	NO. DAYS IN BILLING CYCLE	CYCLE CLOSING DATE	PAYMENT DUE DATE
	1,500	30	11/21/80	PAST DUE
AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TRANSACTION FINANCE CHARGE	ANNUAL PERCENTAGE RATE	
1,574.24	23.57	00	17.99%	

TRANSACTION DATE	REFERENCE NUMBER	POST DATE & DESCRIPTION OF TRANSACTION	AMOUNT
		YOUR ACCOUNT IS SERIOUSLY DELINQUENT! CALL OUR OFFICE IMMEDIATELY FOR PAYMENT ARRANGEMENTS OR REMIT 478.82.	
		YOUR ACCOUNT IS OVERLIMIT, PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT.	
1126	200001637	1126 LATE CHARGE ASSESSMENT	15.00
1121	200002920	1121 OVERLIMIT CHARGE ASSESSMENT	10.00

PREVIOUS BALANCE	PAYMENTS AND CREDITS	TOTAL FINANCE CHARGE	NEW TRANSACTIONS	NEW BALANCE
1,724.23	.00	23.57	25.00	1,772.82

CASH: PERIODIC RATE = 11.500% APR = 18.000%
 RETAIL: PERIODIC RATE = 11.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
 Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
 Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
 Customer Service: 1-800-666-6737

NOTICE - SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

**merican Judges
ssociation**



www.mbna.net/access.com

CARDHOLDER SINCE
1992

ACCOUNT NUMBER	
[REDACTED]	
PAYMENT DUE DATE	NEW BALANCE TOTAL
01/04/01	\$29,258.68
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$2,670.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

Account #

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

For account information call 1-800-626-2558
In case of address or new telephone number below

Address _____
City _____ State _____ Zip _____
Home phone _____ Work phone _____

G T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST # SECTION
NEW ORLEANS LA 70130-331399

Account Number	Credit Line	Cash or Credit Available	Date of Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date	
	\$26,700.00		31	12/05/00	\$2,670.00	01/04/01	
Seq #	Transaction Date	Reference Number	Card Type	Category	Transactions	Charges	Credits (CR)
DECEMBER 2000 STATEMENT							
PURCHASES AND ADJUSTMENTS							
05	11/05	870R	MC	C	OVER CREDIT LINE FEE	28.00	
05	12/05	0000	MC	C	LATE CHARGE FOR PMT OUE 12/04	29.00	
TOTAL FOR BILLING CYCLE FROM 11/05/2000 THROUGH 12/05/2000						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

**IMPORTANT
NEWS**

SUMMARY OF TRANSACTIONS

Previous Balance	(+) Payments and Credits	(+) Cash Advances	(+) Purchases and Adjustments	(+) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(-) New Balance Total	TOTAL MINIMUM PAYMENT DUE
\$28,708.98	\$0.00	\$0.00	\$58.60	\$491.70	\$0.00	\$29,258.68	Past Due Amount \$2,104.00 Current Payment \$564.00 Total Minimum Payment \$2,670.00 Due \$2,670.00

FINANCE CHARGE SCHEDULE

Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
PURCHASES	0.054739% DLY	19.98%	\$28,976.09

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY

- For Customer Satisfaction and up to the minute automated information including balances, available credit, payments received, payment due, due date, payment address information, or to request duplicate statements, call 1-800-626-2558
- For TDD (Telecommunication Device for the Deaf) assistance, call 1-800-346-3178
- Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137
- Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15028, WILMINGTON, DE 19850-8028

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

JC202466



PO BOX 46960 (066)
SAINT LOUIS MO 63146
RETURN SERVICE REQUESTED
DECEMBER 29, 2000

BALANCE DUE STATEMENT

YOU OWE
AMERICAN EXPRESS
CENTURION BANK

\$11,855.57

ACCOUNT NUMBER

[REDACTED]

0291500315000247-0865-06

|||||

G T PORTEOUS, JR
US DISTRICT COURT
500 CAMP ST SEC
NEW ORLEANS LA 70130-3313

|||||

PO BOX 46960
SAINT LOUIS MO 63146

(314) 851-4300

[REDACTED]

0837081

Dear G T Porteous, Jr:

You have not complied with our previous requests for payment in full on your seriously overdue account.

We are attempting to resolve this account amicably, but you should be aware that our efforts to collect this debt will not end with this letter. We have an obligation to our clients to pursue their accounts just as vigorously as we would pursue our own.

We urge you to take this opportunity to resolve your account. Since we have not received a check or money order to pay this account, we will continue with our collection activity.

Please send the balance in full promptly.

Sincerely,
Mr. Anderson
Account Representative

For proper credit to your account, please return this notice with payment.

If you have concerns regarding the handling of your account by GC Services, please contact D. J. PHLIPOT, General Manager, at (800) 926-3136.

AECB-D-1

DISCOVER
PLATINUM

Statement for
January 22, 2001 \$21,518.14
minimum payment due
\$2,082.00

MINIMUM PAYMENT DUE
\$ []

Please make check payable to Discover Platinum Card
You are overlimit. Please pay your minimum payment
plus \$ 1,518.14.



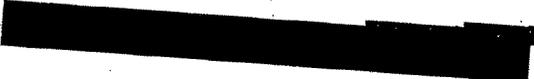
F011411
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Save up to 30% on Pharmacy expenses
with PlanPlus. Your first 60 days of
membership are free! Call 1-800-527-7783.

P.O. BOX 30395
SALT LAKE CITY UT 84130-0395



Address or telephone change? Please print change in the space above.



Cashback
Bonus
award

Closing Date: December 25, 2000 page 1 of 1

Cashback Bonus Award	this period	to date
qualified purchases	\$0.00	\$321.10
Cashback Bonus award earned	\$0.00	\$0.80
Cashback Bonus anniversary date: January 25		

Discover Platinum Card Account Summary

account number [REDACTED]
payment due date January 22, 2001
minimum payment due \$2,082.00
credit limit \$20,000
credit available \$0
cash credit limit \$10,000.00
cash credit available \$0.00

previous balance	\$21,153.09
payments and credits	- 0.00
purchases	+ 58.00
cash advances	+ 0.00
balance transfers	+ 0.00
FINANCE CHARGES	+ 307.05
new balance	= \$21,518.14

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

Transactions

	trans. date	post date		
Other/Miscellaneous	Dec 25	Dec 25	LATE FEE	\$ 29.00
	Dec 25	Dec 25	OVERLIMIT FEE	29.00

***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION *****
Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.

	Average Daily Balances	Daily Periodic Rates	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES	Rate Plan
current billing period: 30 days						
Purchases	\$11612.85	0.04244%	15.49%	\$147.86	none	variable
Cash Advances	\$9688.16	0.05477%	19.99%	\$159.19	\$0	fixed

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse side.
Send billing error notice to: Discover Platinum, P.O. Box 15192, Wilmington, DE 19886-1020.



PAYMENT DUE DATE 01/02/01 | NEW BALANCE \$10,462.19 | MINIMUM DUE \$1,453.19

New Address: _____
 Telephone: () _____

CARNELLA G PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426

005940

ACCOUNT NUMBER: [REDACTED]

Enter Amount Enclosed in Boxes Below
 \$ [] [] [] [] [] [] [] []
 Please make check or money order payable to:
 CHASE PLATINUM MASTERCARD.

P.O. BOX 15583
 WILMINGTON DE 19886-1194

Please detach at perforation and return with your payment.



Chase Platinum MasterCard®
 ACCOUNT NUMBER: [REDACTED]

NEW BALANCE \$10,462.19	PAYMENT DUE DATE 01/02/01	STATEMENT CLOSING DATE 12/08/00	DAYS IN BILLING CYCLE 30
TOTAL CREDIT LINE \$10,000	TOTAL AVAILABLE CREDIT \$0	CASH ACCESS LINE \$6,000	AVAILABLE CASH \$0

Here is your Account Summary:

	TOTAL
Previous Balance	\$10196.82
(-) Payments, Credits	0.00
(+) Purchases, Cash, Debits	58.00
(+) FINANCE CHARGES	267.37
(=) New Balance	10462.19
Minimum Due	209.00
Past Due - Pay Immediately	782.00
Over Line - Pay Immediately	462.19
Minimum Payment Due	\$1453.19

THE EASIEST WAY TO PAY
 PAY THE BILL BY TELEPHONE
 IT'S FAST AND EASY! CALL THE
 NUMBER ON THE STATEMENT
 FOR MORE DETAILS.

Your charges and credits at a glance:

TRAN. DATE	POST DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
	12/08		OVERLIMIT FEE		29.00
			LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE		29.00
Total of your credits and charges				0.00	58.00

YOUR ACCOUNT IS CLOSED AND THE CREDIT BUREAUS HAVE BEEN NOTIFIED. PLEASE MAKE YOUR MINIMUM PAYMENT DUE NOW TO AVOID POSSIBLE LEGAL ACTION.

Here's how we determined your Finance Charge*:

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC / MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Purchases	V 0.06710%	\$3772.84	\$75.95	\$75.95	24.49%	24.49%
Cash	V 0.06710%	\$6528.65	\$131.42	\$131.42	24.49%	24.49%

* Please see reverse side for balance computation method and other important information.



Questions about your account? Credit Card lost or stolen? Call a Chase Representative, toll-free, at 1-800-334-6350 or write PO BOX 15902, Wilmington, DE 19850-9800.
 Para Servicio al Cliente en Español: 1-800-545-0464.



S-015816-1-55183 P-070783 A-00580 1-E P-P P-C-02-1

JC202470



payment due date
January 22, 2001
minimum payment due
\$2,082.00

new balance
\$21,518.14

account number
enter amount enclosed below

Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus \$ 1,518.14.



F011411
CARMELLA G PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002-1426

Save up to 30% on Pharmacy expenses with PlanPlus. Your first 60 days of membership are free! Call 1-800-527-7783.

PO BOX 30395
SALT LK CITY UT 84130-0395



Address or telephone change? Please print change in the space above.



Closing Date: December 25, 2000 page 1 of 1

Cashback Bonus [®] Award	this period	to date
qualified purchases	\$0.00	\$321.10
Cashback Bonus award earned	\$0.00	\$0.80
Cashback Bonus anniversary date: January 25		

Discover Platinum Card Account Summary

account number	January 22, 2001	previous balance	\$21,153.09
payment due date	\$2,082.00	payments and credits	- 0.00
minimum payment due	\$20,000	purchases	+ 58.00
credit limit	\$0	cash advances	+ 0.00
credit available	\$10,000.00	balance transfers	+ 0.00
cash credit limit	\$0.00	FINANCE CHARGES	+ 307.05
cash credit available		new balance	= \$21,518.14

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

transactions

	trans. date	post date		
Other/Miscellaneous	Dec 25	Dec 25	LATE FEE	\$ 29.00
	Dec 25	Dec 25	OVERLIMIT FEE	29.00

***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION ***** ATTENTION *****
Your account is seriously past due. Payment of the amount due and arrangements for future payments should be made immediately.

	Average Daily Balances	Daily Periodic Rates	ANNUAL PERCENTAGE RATES	Periodic FINANCE CHARGES	Transaction Fee FINANCE CHARGES	Rate Plan
current billing period: 30 days						
Purchases	\$11612.95	0.04244%	15.49%	\$147.86	none	variable
Cash Advances	\$9688.16	0.05477%	19.99%	\$159.19	\$0	fixed

Questions? Call 1-800-DISCOVER (1-800-347-2683). For TDD (Telecommunication Device for the Deaf) assistance, see reverse side. Send billing error notice to: Discover Platinum; P.O. Box 15192; Wilmington, DE 19886-1020.

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ociety

PLATINUM PLUSSM
www.mbnanetaccess.com

ACCOUNT NUMBER	
PAYMENT DUE DATE	NEW BALANCE TOTAL
01/21/01	\$28,347.44
TOTAL MINIMUM PAYMENT DUE	AMOUNT ENCLOSED
\$3,085.00	
DETACH TOP PORTION AND RETURN WITH PAYMENT	

MBNA AMERICA
P.O. BOX 15137
WILMINGTON, DE 19886-5137

CARDHOLDER SINCE
1985

G T PORTEOUS JR
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-331399

Account information call 1-800-789-5685
in change of address or new telephone number below

Address
City State Zip
Home phone Work phone

18

Account Number	Credit Line	Cash or Credit Available	Days in Billing Cycle	Closing Date	Total Minimum Payment Due	Payment Due Date	
	\$25,700.00		30	12/20/00	\$3,085.00	01/21/01	
180	Transaction Date	Reference Number	Card Type	Category	Transactions	Charge	Credits (CR)
DECEMBER 2000 STATEMENT							
CHARGES AND ADJUSTMENTS							
	12/20	11/21	7828	MC	C OVER CREDIT LINE FEE	29.00	
	12/20	12/20	0000	MC	C LATE CHARGE FOR PMT.OUE. 12/19	29.00	
TOTAL FOR BILLING CYCLE FROM 11/21/2000 THROUGH 12/20/2000						\$58.00	\$0.00

OUR RECORDS SHOW YOUR ACCOUNT IS PAST DUE AND YOUR BALANCE EXCEEDS APPROVED CREDIT LIMITS

IMPORTANT NEWS

SUMMARY OF TRANSACTIONS

Beginning Balance	(+) Payments and Credits	(-) Cash Advances	(+) Purchases and Adjustments	(-) Periodic Rate FINANCE CHARGES	(+) Transaction Fee FINANCE CHARGES	(=) New Balance Total	TOTAL MINIMUM PAYMENT DUE	
\$27,828.31	\$0.00	\$0.00	\$58.00	\$461.13	\$0.00	\$28,347.44	Past Due Amount	\$2,551.00
							Current Payment	\$534.00
							Total Minimum Payment Due	\$3,085.00

FINANCE CHARGE SCHEDULE

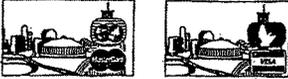
Category	Periodic Rate	Corresponding Annual Percentage Rate	Balance Subject to Finance Charge
Cash Advances			
A. BALANCE TRANSFERS, CHECKS	0.054739% DLY	19.98%	\$0.00
B. ATM, BANK	0.054739% DLY	19.98%	\$0.00
PURCHASES	0.054739% DLY	19.98%	\$5,391.22
OTHER BALANCES	0.054739% DLY	19.98%	\$22,689.26

FOR YOUR SATISFACTION, EVERY HOUR, EVERY DAY
 * For Customer Satisfaction and up to the minute account information including balance, available credit, payments received, payments due, due date, payment address information, or to request duplicate statements, call 1-800-789-5685
 * For TDG (Telecommunication Device for the Deaf) assistance, call 1-800-546-5178.
 * Mail payments to: MBNA AMERICA, P.O. BOX 15137, WILMINGTON, DE 19886-5137.
 * Billing rights are preserved only by written inquiry. Mail billing inquiries, using form on the back, and other inquiries to: MBNA AMERICA, P.O. BOX 15026, WILMINGTON, DE 19860-5026.

FOR THIS BILLING PERIOD:
ANNUAL PERCENTAGE RATE 19.98%
(Includes Periodic Rate and Transaction Fee Finance Charges.)

5356 513 SYJ 0200 0000 00

JC2028478



PAGE 01 OF 01

BCL MASTERCARD 002-050
 SOUTHERN STATES BANKCARD ASSOC
 PO BOX 6972
 METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
 4801 NEYREY DR
 METAIRIE LA 70002-0000

NEW BALANCE	▶ 1,821.41
MINIMUM PAYMENT DUE	▶ 574.41

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED

ACCOUNT NUMBER	TOTAL CREDIT LINE	NO. DAYS IN BILLING CYCLE	CYCLE CLOSING DATE	PAYMENT DUE DATE
	1,500	30	12/21/00	PAST DUE

AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TRANSACTION FINANCE CHARGE	ANNUAL PERCENTAGE RATE
1,573.24	23.59	.00	17.99%

TRANSACTION DATE	REFERENCE NUMBER	POST DATE & DESCRIPTION OF TRANSACTION	AMOUNT
		IF YOUR PAYMENT IS NOT RECEIVED WITHIN 10 DAYS OF THIS NOTICE YOUR ACCOUNT WILL DEFAULT. REMIT 574.41. YOUR ACCOUNT IS OVERLIMIT. PLEASE REMIT THE AMOUNT OVERLIMIT ALONG WITH YOUR REGULAR PAYMENT.	
1126	2000G02390	1126 LATE CHARGE ASSESSMENT	15.00
1221	2000002350	1221 OVERLIMIT CHARGE ASSESSMENT	10.00

PREVIOUS BALANCE	PAYMENTS AND CREDITS	TOTAL FINANCE CHARGE	NEW TRANSACTIONS	NEW BALANCE
1,772.82	.00	23.59	25.00	1,821.41

CASH: PERIODIC RATE = 01.500% APR = 18.000%
 RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
 Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
 Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972.
 Customer Service: 1-800-666-6737

NOTICE - SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

JCPenney



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JCPenney

STORES & CATALOG
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www.jcpenney.com

Use your JCPenney Card
at Eckerd Drug Stores



Account Statement

Billing Inquiry P.O. BOX 27570
Notice Address ALBUQUERQUE, NM 87125
See reverse side for details. 1-800-527-3369
Telephoning will not preserve your rights. 1-800-527-2110 EN ESPAÑOL

H

ACCOUNT NUMBER	[REDACTED]
CURRENT BILLING DATE	01-19-01
DAYS THIS PERIOD	31

PAGE 01 OF 01 To avoid additional finance charge, please pay the new balance by due date 02-16-01

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 3300 AVAILABLE CREDIT

Date	Reference Number	Balance Type	Item Description	Charge	Payments and Credits

BALANCE TYPE	COMPLETED CREDIT ONLY BALANCE	MONTHLY PERIODIC RATE(S) %	ANNUAL PERCENTAGE RATE(S) %
REGULAR	A 2744.79	2.08250	24.99

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.

BALANCE SUMMARY	PREVIOUS BALANCE	PAYMENTS AND CREDITS	+ FINANCE CHARGE	CHARGES	NEW BALANCE	PAST DUE AMOUNT	MINIMUM PAYMENT
TOTAL	2844.79	0.00	57.15	0.00	2901.94	652.00	797.00

JC202475



PROMISSORY NOTE AND DISCLOSURE

Borrower: GABRIEL THOMAS, PORTEOUS, JR. (SSN: [REDACTED]) **Lender:** Regions Bank TIN: 63-0371391
 436-64-1366
 4301 MEYREY DRIVE
 METAIRIE, LA 70002-1426
 New Orleans, LA 70130

ANNUAL PERCENTAGE RATE The cost of my loan as a yearly rate.	FINANCE CHARGE The dollar amount the loan will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
11.014%	\$268.65	\$5,030.00	\$5,298.65

PAYMENT SCHEDULE. My payment schedule will be one payment of \$5,298.65 on January 17, 2001.

SECURITY. This loan is unsecured except for Lender's security interest and other rights in my deposit accounts. Collateral securing other loans with Lender may also secure this loan.

PREPAYMENT. If I pay off my loan early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Amount Financed Itemization

Amount paid on my account:	\$5,030.00
\$5,030.00 Payment on Loan # 0410068500001533	
Total Financed Prepaid Finance Charges:	\$30.00
Note Principal:	\$5,060.00
Prepaid Finance Charges:	\$30.00
Financed:	\$30.00
\$25.00 Processing/Origination Fee	
\$5.00 Documentation Fee	
Amount Financed:	\$5,090.00

Principal Amount: \$5,060.00 **Interest Rate:** 9.750% **Date of Note:** July 24, 2000

PROMISE TO PAY. I promise to pay to the order of Regions Bank ("Lender"), the sum of Five Thousand Sixty & 00/100 Dollars (U.S. \$5,060.00), together with simple interest at the rate of 9.750% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on July 24, 2000 and continuing until this Note is paid in full.

PAYMENT. I will pay this loan in one principal payment of \$5,060.00 plus accrued interest on January 17, 2001. This payment due January 17, 2001, will be for all principal and accrued interest not yet paid. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If I prepay this Note in full, or if Lender accelerates payment, I understand that, unless otherwise required by law, any prepaid loan finance charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Unless otherwise agreed to in writing, early payments under this Note will not relieve me of my obligation to continue to make regularly scheduled payments under the above payment schedule. Early payments will instead reduce the principal balance due under this Note.

LATE CHARGE. If I fail to pay any payment under this Note in full within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of interest then due and owing under this Note, or U.S. \$15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of maturity of this Note.

DEFAULT AND ACCELERATION. Lender has the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note upon any one or more of the following events of default: (a) should I fail to make any payment under this Note when due; (b) should a default occur or exist under any security agreement directly or indirectly securing this Note; (c) should I default under any other loan or obligation in favor of Lender; (d) should I die, or become insolvent, or apply for bankruptcy or other relief from creditors; (e) should Lender in good faith believe itself to be insecure with regard to repayment of this Note; or (f) should I or any guarantor of this Note make any representation or warranty to Lender in connection with obtaining credit that proves to be incorrect or misleading in any respect.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or if I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

NSF CHECK CHARGES. In the event that I make any payment under this Note by check and my check is returned to Lender unpaid due to nonsufficient funds in my deposit account, I agree to pay Lender an additional NSF check charge equal to 5% of the amount of my dishonored check, or \$25.00, whichever is greater.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that I (or any of us) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), I am granting Lender a continuing security interest in any and all funds that I may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder (with the exception of IRA, pension, and other tax-deferred deposits). I further agree that Lender may at any time apply any funds that I may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that I (or any of us) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. Collateral securing other loans with Lender may also secure this Note as a result of cross-collateralization.

ARBITRATION. Lender and I agree that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Note or otherwise including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of or foreclosure upon any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.). Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind,

JC202476

07-24-2000

PROMISSORY NOTE AND DISCLOSURE
(Continued)

Page 2

Loan No [REDACTED]

reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

GOVERNING LAW. I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this consumer Note is subject to Louisiana Law.

PRIOR NOTE. RENEWAL OF YOUR NOTE TO US DATED JANUARY 27, 2000. THIS DOES NOT SATISFY OR IN ANY WAY DISCHARGE THE EXISTING DEBT UNDER THAT NOTE, NOR DOES IT RELEASE ANY SECURITY IDENTIFIED IN THAT NOTE.

GENERAL PROVISIONS. I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

X [REDACTED]
GABRIEL THOMAS PORTEDUS, JR.

Simple, Fixed Rate, Single Pay.

LASER PRO, Reg. U.S. Pat. & T.M. Off., Ver. 3.23a (C) Copyrights 2000 All rights reserved. ILL-020 E3.29 0001959 (N G1 OVL)

JC202477



PAGE 01 OF 01

BQL MASTERCARD 002-050
 SOUTHERN STATES BANKCARD ASSOC
 PO BOX 6972
 METAIRIE, LA. 70009-6972

GABRIEL T PORTEOUS JR
 4801 NEYREY DR
 METAIRIE LA 70002-0000

NEW BALANCE	1,345.20
MINIMUM PAYMENT DUE	41.00

TO INSURE PROPER CREDIT DETACH AND RETURN THIS TOP PORTION

AMOUNT ENCLOSED

ACCOUNT NUMBER	TOTAL CREDIT LINE	NO. DAYS IN BILLING CYCLE	CYCLE CLOSING DATE	PAYMENT DUE DATE
	1,500	29	08/21/00	09/15/00
AVERAGE DAILY BALANCE	PERIODIC FINANCE CHARGE	TRANSACTION FINANCE CHARGE	ANNUAL PERCENTAGE RATE	
1,300.77	19.51	.00	18.00%	
TRANSACTION DATE	REFERENCE NUMBER	POST DATE & DESCRIPTION OF TRANSACTION		AMOUNT
0807	2000070475	0807 PAYMENT - THANK YOU		48.00-

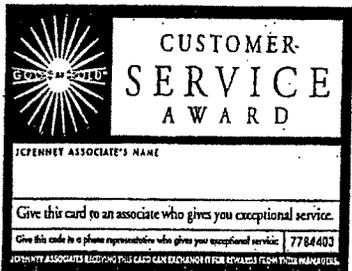
PREVIOUS BALANCE	PAYMENTS AND CREDITS	TOTAL FINANCE CHARGE	NEW TRANSACTIONS	NEW BALANCE
1,373.69	48.00	19.51	.00	1,345.20

CASH: PERIODIC RATE = 01.500% APR = 18.000%
 RETAIL: PERIODIC RATE = 01.500% APR = 18.000%

THIS ACCOUNT IS SERVICED BY SOUTHERN STATES BANKCARD ASSOCIATION (SSBA)
 Make Checks Payable to: SOUTHERN STATES BANKCARD ASSOCIATION
 Remit Payment to: P.O. BOX 6972 - METAIRIE, LA 70009-6972
 Customer Service: 1-800-666-6737

NOTICE - SEE REVERSE FOR INFORMATION REGARDING YOUR RIGHTS TO DISPUTE BILLING ERRORS AND OTHER INFORMATION.

JCPenney



Dear Privilege Customer:

We value your opinion of our customer service. Please give our associates Good as Gold Customer Service Awards if you feel they have made an exceptional effort to serve you. Thank you for your valued input.



PRIVILEGE CUSTOMER'S SIGNATURE

ADDRESS (OPTIONAL)

CITY STATE ZIP 478P

JCPenney

STORES & CATALOG Visit us at www.jcpenny.com

Use your JCPenney Card at Eckerd Drug Stores



Account Statement

Billing Inquiry Notice Address. See reverse side for details. Telephoning will not preserve your rights. P.O. BOX 27570 ALBUQUERQUE NM 87125 1-800-527-7711 1-800-527-2110 EN ESPAÑOL

H

ACCOUNT NUMBER

CURRENT BILLING DATE 08-17-00

PAGE 01 OF 01 To avoid additional finance charge, please pay new balance by due date 09-14-00

Your established credit line is a guide. If your available credit does not meet your shopping needs, please contact us. CREDIT LINE 10000 AVAILABLE CREDIT 7455

Date	Store/Reference Number	Balance Type	Item Description	Charges	Payments and Credit
07-22	0549-1415408	R	LAKESIDE SHOPNG CNTR		
07-22	0549-1767193	R	SHOWER CURTAINS, BATH MATS-SETS	94.57	
07-22	0549-1415790	R	BEVERAGWARE	14.13	
07-29	0549-1465642	R	SHOWER CURTAINS, BATH MATS-SETS	46.74	
07-29	0549-1515536	R	SHOWER CURTAINS, BATH MATS-SETS, TOWELS	122.70	94.50
08-01	0549-1415939	R	SHOWER CURTAINS, BATH MATS-SETS		57.50
08-01	0549-1415945	R	SHOWER CURTAINS, BATH MATS-SETS, BATH ACCESSORY, TOWELS	111.79	
08-01	0549-1415987	R	BATH ACCESSORY, BATH MATS-SETS	14.13	28.10
08-01	0549-1415990	R	BATH MATS-SETS		
08-07	6400-0151351	R	PYMT-THANK YOU		150.00

THE JCPENNEY GIFT CARD!
A GREAT BUDGETING TOOL FOR STUDENTS HEADED BACK TO SCHOOL.
TO PURCHASE ADDITIONAL VALUE TO A GIFT CARD, JUST VISIT
YOUR NEIGHBORHOOD JCPENNEY STORE
AND PRESENT YOUR GIFT CARD NUMBER.
NOW THAT'S A GREAT WAY TO GET BACK INTO THE SWING OF SCHOOL!

BALANCE SUMMARY	PREVIOUS BALANCE	- PAYMENTS AND CREDITS	+ FINANCE CHARGE	+ CHARGES	= NEW BALANCE	MINIMUM PAYMENT
REG	2425.76	330.21	44.54	404.06	2544.15	127.00

BAL TYPE	ON BALANCE OF	AS OF	ON BALANCE THROUGH \$	MONTHLY PERIODIC RATE(S) %	ANNUAL PERCENTAGE RATE(S) %	ON BALANCE OVER \$	MONTHLY PERIODIC RATE(S) %	ANNUAL PERCENTAGE RATE(S) %
R	A	2545.31	08-00	ALL	1.75	21.0		

Your Finance Charge Method is above. See reverse side for an explanation of how we figure your finance charge.



September 22, 2000 \$20,069.51
 minimum payment due \$402.00

enter amount enclosed below

\$

Please make check payable to Discover Platinum Card. You are overlimit. Please pay your minimum payment plus \$ 69.51.



CARMELLA G PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426

Great Balance Transfer rates!
 Call 1-800-DISCOVER to see if an offer is available for you.

PO BOX 30395
 SALT LK CITY UT 84130-0395



Address or telephone change? Please print change in the space above.



Closing Date: August 25, 2000 page 1 of 2

Cashback Bonus [®] Award	this period	to date
qualified purchases	\$0.00	\$321.10
Cashback Bonus award earned	\$0.00	\$0.80
Cashback Bonus anniversary date: January 25		

Discover Platinum Card Account Summary

account number		previous balance	\$20,284.75
payment due date	September 22, 2000	payments and credits	- 514.30
minimum payment due	\$402.00	purchases	+ 0.00
credit limit	\$20,000	cash advances	+ 0.00
credit available	\$0	balance transfers	+ 0.00
cash credit limit	\$10,000.00	FINANCE CHARGES	+ 299.06
cash credit available	\$0.00	new balance	= \$20,069.51

You may be able to avoid Periodic Finance Charges, see the reverse side for details.

Transactions

	trans. date	post date		
Payments and Credits	Aug 9	Aug 9	PAYMENT - THANK YOU	\$ -406.00
	Aug 16	Jul 21	OPENING BAL ADJUSTMENT-CASH ADVANCES	-103.00
	Aug 16	Jul 21	TRANSACTION FEE REFUND	-5.00
	Aug 16	Jul 21	ADJUSTMENT - FINANCE CHARGE	-0.30

Effective August 1, 2000, Greenwood Trust Company, the bank that issues your Discover Card, will begin operating under the name Discover Bank. Please note that this change will have no effect on your account(s).

Eat out often? Well, Dine Out with Discover(R) Card for a chance to win! During the month of September, your meal could be on us when you use your Discover Platinum Card at any of your favorite restaurants that accept Discover Card. See the enclosed Expire Newsletter for further details!

Please see following page for additional information. Questions? Call 1-800-DISCOVER(1-800-347-2683)

E227552 PL 07

Access your statement online at www.discovercard.com

Use Where You See



JC202480



AMERICAN BAR ASSOCIATION

SUD 6 X 7 20 3
5524 0193 1289 0500 01AC05524 23504

Page 1 of 2

Account Statement	08/29/00
Statement Closing Date	
Account number	[REDACTED]
New balance	\$16,285.94
Past due amount	\$636.00
Minimum payment due	\$1,247.94
Payment due date	NOW DUE

Account Summary	
Previous balance	\$16,059.34
Payments and credits	\$0.00
Purchases and advances	\$0.00
FINANCE CHARGE	\$197.60
Debit adjustments	\$29.00
New balance	\$16,285.94

Credit Limit \$16,000
Available Credit NONE
Days in billing period 29

For customer service or to report a lost or stolen card, call toll-free: 800-772-2221
Send payments to: PO BOX 6214
CAROL STREAM, IL 60197-6214

MASTERCARD® FOR ABA MEMBERS



Trans	Post	Reference Number	Description	Amount
08/29	08/29		LATE FEE	29.00
		"FINANCE CHARGE"	PURCHASES \$83.16 CASH ADVANCE \$114.44	197.60

An amount followed by a minus (-) is a credit or credit balance.

YOUR ACCOUNT IS TWO MONTHS PAST DUE AND COULD RESULT IN SUSPENSION OF CREDIT PRIVILEGES. PLEASE CALL 1-800-772-7774 FOR ASSISTANCE.

Finance Charge Information

	Average Daily Balance	Daily Periodic Rate	Nominal APR	Annual Percentage Rate (APR)	Transaction Fees	Finance Charge
Purchases	6,799.04	0.04218%	15.40%	15.40%	0.00	83.16
Cash	9,355.48	0.04218%	15.40%	15.40%	0.00	114.44

Cardmember News

USE YOUR ABA CREDIT CARD TO EARN FREE AND DISCOUNTED TRAVEL WITH TRAVELERMILES. EARN DISCOUNTED TICKETS AFTER JUST 6,000 MILES. TO ENROLL, GO TO WWW.ABACARD.COM, CLICK ON THE CARDMEMBER SERVICES BUTTON THEN CLICK ON TRAVELERMILES. YOU CAN ALSO CALL 1-800-772-2221 FOR MORE INFORMATION ON TRAVELERMILES.

Please detach bottom portion and return with your payment in the enclosed envelope.

CITIBANK USA

(formerly Travelers Bank USA)
P.O. Box 15109
Wilmington, DE 19850-5109

Make changes to address and phone number below:

Address _____
City _____ State _____ Zip _____
Home phone _____
Business phone _____

Account number	[REDACTED]
New balance	\$16,285.94
Minimum payment due	\$1,247.94
Payment due date	NOW DUE

Amount enclosed: \$ _____

Make check or money order payable to: CITIBANK USA
To ensure proper credit, please return this portion with your payment at least 5 business days prior to the due date.
Please write your account number on the check.

GABRIEL T PORTEOUS JR
US DISTRICT COURT
500 CAMP ST, SECTION T
NEW ORLEANS LA 70130-3313

23504



PO BOX 6214
CAROL STREAM, IL 60197-6214



53089512200006420124794162859400000020

JC202481



AMERICAN BAR ASSOCIATION

SUD 6 X 7 20 3
5524 0193 1289 0500 01AD5524 23504

Account Number

Statement Date 08/29/00

Page 2 of 2

MASTERCARD® FOR ABA MEMBERS



Cardmember News

HAVE SOMEONE GOING BACK TO SCHOOL? A BIRTHDAY COMING UP? A WEDDING? ORDER A GIFT CARD TODAY! CALL 1-877-265-GIFT (4438) OR LOG ON TO WWW.PERFECTGIFTIDEA.COM AND ORDER GIFT CARDS FOR ANY OCCASION. THEY WORK LIKE GIFT CERTIFICATES, AND THEY CAN BE USED ANYWHERE MASTERCARD IS ACCEPTED. IT'S THE PERFECT GIFT IDEA NO MATTER WHAT THE OCCASION!

GIVE A FRIEND, FAMILY MEMBER OR A STUDENT GOING BACK TO SCHOOL THE CONVENIENCE OF A CREDIT CARD IN THEIR NAME! SIMPLY CALL CUSTOMER SERVICE TO ORDER AN ADDITIONAL CARD ON YOUR ACCOUNT. IT'S FAST, EASY - AND FREE!

Dillard's



Account Number: [REDACTED]
 Billing Date: 08/08/2000
 Payment Due Date: 09/03/2000



IF YOUR ADDRESS IS DIFFERENT,
 MARK HERE AND COMPLETE
 REVERSE SIDE

PRESORTED
 AUTOMATED DIGIT 70002
 GABRIEL PORTEOUS JR
 4801 NEYREY DR
 METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD NATIONAL BANK
 PO BOX 29442
 PHOENIX, AZ 85038-9442



DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT PAGE 1 of 1

Date	Reference Number	Dept/Store#	Item Description/Store Name	Amount	Charge/Credits
07/14	0000-9370	009041	REGULAR REVOLVING OPTION PAYMENT - THANK YOU	-400.00	
		0900	FINANCE CHARGE		400.00
07/22	0002-0049	977000	FANCY WRAP	3.00	
		977000	FANCY WRAP	4.00	
		977001	FANCY WRAP	-4.00	
		977001	FANCY WRAP	-3.00	
		950000	TAX	0.81	
		950000	CREDIT TAX (RETURN)	-0.61	
		0284	FINANCE CHARGE		0.00
07/22	0024-0028	421000	TODDLER GIRLS	22.00	
		422000	TODDLER BOYS	17.00	
		950000	TAX	3.41	
		0284	FINANCE CHARGE		0.00
08/07	0000-0380	012056	PAYMENT - THANK YOU	-408.00	
		0900	FINANCE CHARGE ON AVERAGE DAILY BALANCE OF	4,765.40	84.98
<p><i>What does it mean to be a VIP? Special offers. Coveted benefits. Delightful surprises. Just for using your Dillard's credit card. Ask a Store Associate for details.</i></p> <p><i>Stop paying ATM fees! As a member of VIP Rewards, you're entitled to free personal check cashing (up to \$100 per day.) Simply show us your picture ID and your Dillard's credit card...it's that simple!</i></p> <p><i>VIP Rewards... A better card for our best customer...you! Special offers. Coveted benefits. Delightful surprises. Just for using your Dillard's credit card.</i></p>				<p>Daily Periodic Rate: .05753 %</p> <p>ANNUAL PERCENTAGE RATE: 21.0 %</p>	

Account: [REDACTED]		Billing Date: 08/08/2000	Payment Due: 09/03/2000	Credit Limit: \$5000		
Option Type	Previous Balance	Charges (+)	Payments (-)	Credits (-)	New Balance	Minimum Payment Due
Regular	5,060.98	127.39	808.00	0.00	4,380.37	355.00

FOR CUSTOMER SERVICE CALL:
 ENGLISH 1-800-643-8278
 ESPANOL (U.S.) 1-800-297-1808
 ESPANOL (MEX) 001-800-297-1808
 TDD 1-800-547-6296

DILLARD NATIONAL BANK

TO AVOID INCURRING FURTHER FINANCE CHARGES, PAY THE NEW BALANCE BY THE PAYMENT DUE DATE. SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

JC202483

Dillard's

OFFICE	STATE	ADDRESS	ZIP
Phoenix, AZ	85038	4801 NEYREY DR	85038

Account Number: [REDACTED]
 Billing Date: 08/08/2000
 Payment Due Date: 09/03/2000



IF YOUR ADDRESS IS DIFFERENT,
 MARK HERE AND COMPLETE
 REVERSE SIDE

PRESORTED
 AUTO MIXED AADC 832
 GABRIEL T PORTEOUS
 MELL PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426

PLEASE MAIL REMITTANCE TO:

DILLARD'S
 PO BOX 28442
 PHOENIX, AZ 85038-8442



DETACH HERE - RETURN THE TOP PORTION WITH YOUR PAYMENT

PAGE 1 of 1

Date	Reference Number	Dept./Store #	Item Description/Store Name	Amount	Charges/Credits		
REGULAR REVOLVING OPTION							
07/14	0000-9380	009041	PAYMENT - THANK YOU	-25.00			
		0800	PHOENIX CENTER		28.00		
08/07	0000-0370	012056	PAYMENT - THANK YOU	-44.00			
		0800	PHOENIX CENTER		44.00		
			FINANCE CHARGE ON AVERAGE DAILY BALANCE OF	254.72	4.36		
What does it mean to be a VIP? Special offers. Coveted benefits. Delightful surprises. Just for using your Dillard's credit card. Ask a Store Associate for details.				Monthly Periodic Rate 1.650%	ANNUAL PERCENTAGE RATE 19.8 %		
All purchases made on the Dillard's credit card, including our Interest Free Payment Options, apply towards membership in VIP Rewards! Ask a store associate for details and start rewarding yourself today!							
Account: [REDACTED]		Billing Date: 08/08/2000		Payment Due: 09/03/2000		Credit Limit: \$3500	
Option Type	Previous Balance	Charges (+)	Payments (-)	Credits (-)	New Balance	Minimum Payment Due	
Regular	280.83	4.36	69.00	0.00	215.99	17.00	

FOR CUSTOMER SERVICE CALL:
 ENGLISH 1-800-643-8278
 ESPANOL (U.S.) 1-800-287-1808
 ESPANOL (MEX) 001-800-297-1808
 TDD 1-800-547-6296

DILLARD'S

TO AVOID INCURRING FURTHER FINANCE CHARGES,
 PAY THE NEW BALANCE BY THE PAYMENT DUE DATE.
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

JC202484

PAYMENT DUE DATE 09/03/00 | NEW BALANCE \$9,392.31 | MINIMUM DUE \$187.00

Pay changes of address and telephone number:
 New Address: _____
 Telephone: () _____

CARMELLA G PORTEOUS
 4801 NEYREY DR
 METAIRIE LA 70002-1426


008002

ACCOUNT NUMBER: _____

Enter Amount Enclosed In Boxes Below

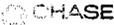
\$

Please make check or money order payable to: CHASE PLATINUM MASTERCARD.
 Enroll me in optional LifePlus credit insurance. I acknowledge that insurance is not required to obtain credit and my decision whether to purchase insurance is not a factor in Chase's credit approval. I have read and understand that LifePlus coverages, benefits, and rates may vary by state as the enclosures disclose. I agree to pay the premium billed to my account. I may cancel at any time. (EDF)

INITIAL FOR OPTIONAL LIFEPLUS _____ Birthdate _____

P.O. BOX 52050
 PHOENIX, AZ 85072-2050


Please detach at perforation and return with your payment.



Chase Platinum MasterCard®
 ACCOUNT NUMBER: _____

NEW BALANCE \$9,392.31	PAYMENT DUE DATE 09/03/00	STATEMENT CLOSING DATE 08/09/00	DAYS IN BILLING CYCLE 29
TOTAL CREDIT LINE \$10,000	TOTAL AVAILABLE CREDIT \$607	CASH ACCESS LINE \$6,000	AVAILABLE CASH \$1

Here's your Account Summary:

	TOTAL
Previous Balance	\$9414.23
(+) Payments, Credits	188.00
(-) Purchases, Cash, Debits	29.00
(-) FINANCE CHARGES	197.00
NEW Balance	9392.31
Minimum Payment Due	\$187.00

**1 MORE CHANCE
 TO GET ONE OF THE
 LOWEST RATES GOING
 SEE PAGE 2 FOR DETAILS.**

Your charges and credits at a glance:

TRANSACTION DATE	DEBIT DATE	REF. NO.	DESCRIPTION OF TRANSACTIONS	CREDITS	CHARGES
09/03	09/03	10386	PAYMENT THANK YOU LATE CHARGE - MIN PYMT NOT RECD BY DATE DUE	188.00	29.00
Total of your credits and charges				188.00	29.00

ENROLL IN LIFEPLUS TODAY. THE PAYMENT PROTECTION PLAN THAT MAKES YOUR MINIMUM MONTHLY PAYMENT WHEN YOU CAN'T.
 GO ON WHEELS! ACCEPT OUR BALANCE TRANSFER OFFER AND YOU MAY BE ELIGIBLE FOR A VARIABLE ESTIMATED DAILY PERIODIC RATE OF 0.0399%. YOUR VARIABLE ESTIMATED NOMINAL APR WILL BE 10.50%. ESTIMATES BASED ON PRIME OF 9.50%
 START HERE! YOU ARE ENTITLED TO EXCLUSIVE TRAVEL CENTER BENEFITS. THIS SERVICE INCLUDES HOTEL AND CAR RENTAL PREFERRED RATES, \$100,000 FREE FLIGHT INSURANCE ON EVERY AIRLINE TICKET PURCHASED, PERSONAL TRAVELER PROFILE AND GUARANTEED LOWEST PUBLIC FARES. SOME RESTRICTIONS AND LIMITATIONS APPLY. CALL 1-877-474-5742 FOR MORE DETAILS AND TO BOOK YOUR NEXT VACATION!

Here's how we determined your Finance Charge*:

	DAILY PERIODIC RATE	AVERAGE DAILY BALANCE	PERIODIC / MIN. FINANCE CHARGE	TOTAL FINANCE CHARGE	NOMINAL ANNUAL PERCENTAGE RATE	ANNUAL PERCENTAGE RATE
Purchases	0.03959%	\$3313.29	\$34.19	\$34.19	12.99%	12.99%
Cash	0.05767%	\$6152.59	\$102.89	\$102.89	21.05%	21.05%

* Please see reverse side for balance computation method and other important information.



Questions about your account? Credit Card lost or stolen? Call Chase Customer Service 24 hours a day, 7 days a week, toll-free, at 1-800-334-0601 or write PO BOX 15902, Wilmington, DE 19850-9800.

Para Servicio al Cliente en Español: 1-800-545-0464.



Send Payments to: Chase Platinum MasterCard, P.O. Box 52050, Phoenix, AZ 85072-2050.
 *IMPRINT ONLY: Don't forget to include your account number on your check or money order to pay our card.

CITIBANK USA
P.O. Box 6273
Sioux Falls, SD 57117-6273

08/29/00

GABRIEL T PORTEOUS JR
500 CAMP ST, SECTION T
US DISTRICT COURT
NEW ORLEANS LA 70130-3313

Account: [REDACTED]
Balance: \$16,088.34
Past due: \$636.00

We recently sent you a letter reminding you that your account was past due and requesting payment of the past due amount indicated above. If this payment has been mailed please accept our thanks and disregard this letter.

However, if you have not, it is extremely important that you do so immediately to avoid a record of delinquency on your credit file and the loss of any charge privileges. In addition, if your account agreement so provides, the account may be subject to an increase in its rate of interest if your payment is not sent immediately. We urge you to send your payment so that we are not forced to take such drastic action.

If for any reason, you can not send us the payment it is very important that you call us immediately at the number below.

Thank you for your prompt attention.

Sincerely,

CITIBANK USA
1-800-772-7774

/fe2

To ensure proper crediting of your payment, please enclose this portion of the letter with your check or money order made payable to:
CITIBANK USA P.O. Box 6214,
Carol Stream, IL 60197-6214.

GABRIEL T PORTEOUS JR
Account: [REDACTED]
Amount Enclosed \$ _____

CITIBANK USA

JC202487

First USA Bank, N.A.
Dept. 0555
PO Box 710555
Columbus OH 43271-0555
Time Sensitive

FIRST USA.

September 01, 2000

16539 1 AT 0.281

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313



RF Account Number
[REDACTED]
Amount Due
\$197.00



Dear G THOMAS PORTEOUS:

Our records indicate that your First USA Bank, N.A. account is past due.

If the payment has already been sent, please accept our thanks and disregard this notice.

If the payment has not been made, please remit the past due amount today. You can mail your payment, with the attached coupon, to the address below. Or, you can call 1-800-236-0657 to take advantage of our free e-pay service which allows you to make payments right over the phone. It's fast and simple!

Thank you for your cooperation.

Sincerely,

Customer Support Department

First USA Bank, N.A.
Member FDIC

3566 5000 0320 0040

To Ensure Prompt Processing, Detach and Mail This Portion With Your Payment in the Enclosed Reply Envelope.

G THOMAS PORTEOUS
SECTION T
500 CAMP ST
NEW ORLEANS LA 70130-3313

September 01, 2000

Mail To:

First USA Bank, N.A.
P.O. Box 15548
Wilmington, DE 19886-5548



Account Number
[REDACTED]

** Pay This Amount **

Amount Due	\$197.00
------------	----------

Please Indicate Amount Enclosed

\$ [REDACTED]



JC202488



HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER
20000703

PAGE 1

GABRIEL T. PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 MEYREY DR
METAIRIE LA 70002

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT
ACCOUNT HISTORY

THIS IS A STATEMENT OF ACTUAL ACTIVITY IN YOUR ESCROW ACCOUNT FROM JULY 1999 THROUGH JUNE 2000.

COMPARE IT TO THE ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT PROJECTIONS FOR THE SAME YEAR WHICH WAS SENT TO YOU LAST YEAR ON JULY 01, 1999 (ANOTHER COPY ENCLOSED).

YOUR MONTHLY MORTGAGE PAYMENT FOR THE PAST YEAR WAS 1,401.63 OF WHICH 1,186.72 WAS FOR PRINCIPAL AND INTEREST AND 214.91 WENT TO YOUR ESCROW ACCOUNT.

MONTH	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ESCROW ACCOUNT BALANCE
STARTING BALANCE				30.09
JULY	210.13			240.22
JULY		147.00*	37 ADDITIONAL INSURANCE PREMIUM	93.22
AUGUST	214.91			308.13
SEPTEMBER	214.91			523.04
OCTOBER	214.91			737.95
NOVEMBER	214.91			952.86
DECEMBER	214.91			1,167.77
DECEMBER		692.08*	22 STATE TAXES	475.69
JANUARY	214.91			690.60
FEBRUARY	214.91			905.51
MARCH	214.91			1,120.42
APRIL	214.91			1,335.33
MAY	214.91			1,550.24
JUNE	214.91			1,765.15
JUNE		1,539.00*	34 INSURANCE	226.15
JUNE		349.00*	38 FLOOD INSURANCE	122.85
TOTAL	2,574.14	2,727.08		

JC202489



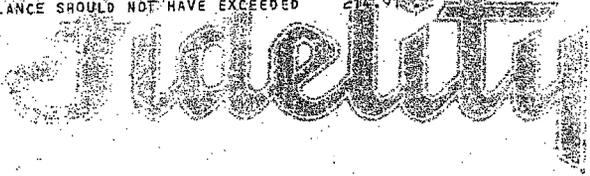
HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [REDACTED]
20090703 PAGE 2

GABRIEL T. PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

AN ASTERISK (*) INDICATES A DIFFERENCE FROM A PREVIOUS ESTIMATE EITHER
IN THE DATE OR THE AMOUNT.

LAST YEAR, WE ANTICIPATED THAT PAYMENTS FROM YOUR ACCOUNT WOULD BE MADE DURING
THIS PERIOD EQUALING \$2,416.43. UNDER FEDERAL LAW, YOUR LOWEST MONTHLY BALANCE
WOULD NOT HAVE EXCEEDED \$429.82. UNDER OUR CURRENT POLICY, YOUR LOWEST
MONTHLY BALANCE SHOULD NOT HAVE EXCEEDED \$276.91.





HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER
20000703

PAGE 3

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT-
PROJECTIONS FOR COMING YEAR

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR
BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT.

MONTH	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ESCROW ACCOUNT BALANCE
REQUIRED STARTING BALANCE				215.07
JULY	215.01			429.98
AUGUST	215.01			644.99
SEPTEMBER	215.01			860.00
OCTOBER	215.01			1,075.01
NOVEMBER	215.01			1,290.02
DECEMBER	215.01			1,505.03
DECEMBER		692.08	22 STATE TAXES	812.95
JANUARY	215.01			1,027.96
FEBRUARY	215.01			1,242.97
MARCH	215.01			1,457.98
APRIL	215.01			1,672.99
MAY	215.01			1,888.00
JUNE	215.01			2,103.01
JUNE		1,539.00	34 INSURANCE	564.01
JUNE		349.00	38 FLOOD INSURANCE	215.01
TOTAL	2,580.02	2,580.08		

YOUR ENDING BALANCE FROM THE LAST MONTH OF THE ACCOUNT HISTORY, IS 122.85-
YOUR STARTING BALANCE ACCORDING TO THIS ANALYSIS SHOULD BE 215.07 .

THIS MEANS YOU HAVE A DEFICIENCY OF 122.85-. THIS DEFICIENCY MAY BE COLLECTED FROM YOU OVER A PERIOD OF 2 MONTHS OR MORE UNLESS THE DEFICIENCY IS LESS THAN 1 MONTH'S DEPOSIT, IN WHICH CASE WE HAVE THE ADDITIONAL OPTION OF REQUESTING PAYMENT WITHIN 30 DAYS. WE WILL ASK YOU TO PAY IT OVER 12 MONTHS.

AFTER CONSIDERING THE DEFICIENCY, YOU STILL HAVE A REMAINING SHORTAGE OF 215.07 . THIS SHORTAGE MAY BE COLLECTED FROM YOU OVER A PERIOD OF 12 MONTHS UNLESS THE SHORTAGE IS LESS THAN 1 MONTH'S DEPOSIT, IN WHICH CASE

JC202481

(PLEASE KEEP THIS STATEMENT FOR COMPARISON WITH THE ACTUAL RECEIPTS IN YOUR ACCOUNT AT THE END OF THE NEXT ESCROW ACCOUNTING COMPUTATION YEAR.)



HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER [REDACTED]
20000703 PAGE 4

GABRIEL T. PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 NEYREY DR
METAIRIE LA 70002

NEW ESCROW PAYMENT CALCULATION	
ESCROW REQUIRED	215.01
OVERAGE/SHORTAGE SPREAD OVER 12 MONTHS	29.16
TOTAL NEW ESCROW PAYMENT	243.17

TOTAL NEW PAYMENT CALCULATION	
PRINCIPAL AND INTEREST	1,185.72
TOTAL NEW ESCROW	243.17
MISCELLANEOUS PAYMENTS APPLICABLE	0.00
TOTAL NEW PAYMENT	1,429.89

EFFECTIVE WITH YOUR 08/01/2000 PAYMENT, YOUR NEW PAYMENT WILL BE \$1,429.89



HOMESTEAD ASSOCIATION
222 BARONNE STREET
NEW ORLEANS, LOUISIANA 70112

ACCOUNT NUMBER
20060703

PAGE 5

GABRIEL T PORTEOUS JR AND
CARMELLA GIARDINA PORTEOUS
4801 MEYREY DR
METAIRIE LA 70002

*** THIS IS A COPY OF LAST YEAR'S PROJECTION ***
ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT-
PROJECTIONS FOR COMING YEAR

THIS IS AN ESTIMATE OF ACTIVITY IN YOUR ESCROW ACCOUNT DURING THE COMING YEAR
BASED ON PAYMENTS ANTICIPATED TO BE MADE FROM YOUR ACCOUNT

MONTH	PAYMENTS TO ESCROW ACCOUNT	PAYMENTS FROM ESCROW ACCOUNT	DESCRIPTION	ESCROW ACCOUNT BALANCE
REQUIRED STARTING BALANCE				192.60
JULY	201.37			402.73
AUGUST	201.37			604.10
SEPTEMBER	201.37			805.47
OCTOBER	201.37			1,006.84
NOVEMBER	201.37			1,208.21
DECEMBER	201.37			1,409.58
DECEMBER		691.43	22 STATE TAXES	718.15
JANUARY	201.37			919.52
FEBRUARY	201.37			1,120.89
MARCH	201.37			1,322.26
APRIL	201.37			1,523.63
MAY	201.37			1,725.00
JUNE	201.37			1,926.37
JUNE		1,381.00	34 INSURANCE	545.37
JUNE		344.00	38 FLOOD INSURANCE	201.37
TOTAL	2,425.20	2,416.43		

*** THIS IS A COPY OF LAST YEAR'S PROJECTION ***

JC202493

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 23, 2000

First USA Bank, N.A.
P.O. Box 8864
Wilmington, DE 19899-8864

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Camella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202494

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

MBNA America
P.O. Box 15019
Wilmington, DE 19886-5019

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202495

4067

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

MBNA America
P.O. Box 15137
Wilmington, DE 19886-5137

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202496

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andree V. Timpa
Victor C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

F.C. Penney
P.O. Box 27570
Albuquerque, NM 87125

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmela Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

cc: [REDACTED]
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Eschler
Cynthia V. Limpa
Walter C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

First USA Bank
P.O. Box 94014
Palatine, IL 60094-4014

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Cannelle Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCJ/omf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

Discover Platinum
P.O. Box 6011
Dover, DE 19903-6011

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202499

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

Dillard's
P.O. Box 52079
Phoenix, AZ 85072-2079

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202500

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andree M. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

Citibank USA MasterCard
P.O. Box 15109
Wilmington, DE 19850-5109

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmelle Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCJ/bmf
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202501

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals

Andrea V. Timpa
Vicki C. Owens

(504) 838-8571

Fax: (504) 838-8572

E-Mail: ccl.jr@worldnet.att.net

August 14, 2000

Citibank Advantage
Box 6000
The Lakes, NY 89163-6000

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202502

4074

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

ChBank Advantage
Box 6408
The Lakes, NV 88901-6408

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202503

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Facsimile
Andrea V. Tunpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

Chase Platinum Master Card
P.O. Box 52050
Phoenix, AZ 85072-2050

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carnella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202504

4076

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals:
Andrea V. Tirpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

August 14, 2000

Bank of Louisiana MasterCard
P.O. Box 6972
Metairie, LA 70009-6972

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202505

4077

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals

Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl,jr@worldnet.att.net

August 14, 2000

American Express Optima
Suite 0002
Chicago, IL 60679-0002

RE: Account [REDACTED]

Dear Sirs:

Please be advised that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account. Please confine all correspondence and telephone calls regarding collection on the account to my office in the future.

My clients are confronted with a fixed income and insufficient means to pay all of their consumer credit obligations. I am preparing a proposal for a workout with all of their creditors, and I would like from you a contact to whom I should send our package for review and consideration.

If you would please advise me of the name, address, and telephone number of the appropriate individual to review the workout proposal, I would be most appreciative.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

JC202506

Claude C. Lightfoot, Jr. P.C.

3500 N. Causeway Blvd.

Suite 450

Metairie, LA 70002

(504) 838-8571

Fax: (504) 838-8572

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 831-9409

To: Edward F. Bukaty, III
 Of: Edward F. Bukaty, III APLC
 From: Claude C. Lightfoot, Jr.
 Client/Matter: Workout Proposal for Gabriel T. Porteous, Jr. and Carmelia A. Porteous
 Date: August 23, 2000
 CC: Robert A. Mathis (834-6452)

DOCUMENTS	NUMBER OF PAGES*
List of Unsecured Creditors	3

COMMENTS:

Original will NOT follow.

Ed and Bob, would each of you check your client lists to determine which of the attached creditors your firms represent so that I can get with you regarding the workout proposal I wish to submit to you?

Thank you for your help,

Claude C. Lightfoot, Jr.

The information contained in this facsimile message is information protected by attorney-client and/or the attorney/work product privilege. It is intended only for the use of the individual named above and the privileges are not waived by virtue of this having been sent by facsimile. If the person actually receiving this facsimile or any other reader of the facsimile is not the named recipient or the employee or agent responsible to deliver it to the named recipient, any use, dissemination, distribution, or copying of the communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone and return the original message to us at the above address via U.S. Postal Service.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (504) 838-8571.

P. 01
TRANSACTION REPORT
AUG-23-00 WED 10:49 AM

BROADCAST			TX TIME	PAGES	TYPE	NOTE	M#	DP
DATE	START	RECEIVER						
AUG-23	10:48 AM	8319409	1' 01"	4	SEND	OK	362	
	10:48 AM	8346452	1' 01"	4	SEND	OK	362	
TOTAL :						2M 2S	PAGES: 8	

Claude C. Lightfoot, Jr. P.C.
3500 N. Causeway Blvd.
Suite 450
Metairie, LA 70002

Claude C. Lightfoot, Jr. P.C.
 3500 N. Causeway Blvd.
 Suite 450
 Metairie, LA 70002
 (504) 838-8571
 Fax: (504) 838-8572

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 834-6452

To: Robert A. Mathis
 Of: Newman, Mathis, Brady, Wakefield & Spedale
 From: Claude C. Lightfoot, Jr.
 Client/Matter: Workout Proposal for Gabriel T. Porteous, Jr. and Carmella A. Porteous
 Date: August 28, 2000

DOCUMENTS	NUMBER OF PAGES*
Draft Listing of Unsecured Claimants	3

COMMENTS:

Bob, here is the list again. Let me know who you have.

* NOT COUNTING COVER SHEET. IF YOU DO NOT RECEIVE ALL PAGES, PLEASE TELEPHONE US IMMEDIATELY AT (504) 838-8571.

JC202509

TRANSACTION REPORT						P. 01	
						AUG-28-00 MON 05:28 PM	
DATE	START	RECEIVER	TX TIME	PAGES	TYPE	NOTE	M#
AUG-28	05:27 PM	8346452	57"	4	SEND	OK	448
TOTAL :						57S	PAGES: 4

Claude C. Lightfoot, Jr. P.C.
 3500 N. Causeway Blvd.
 Suite 450
 Metairie, LA 70002
 (504) 838-8871
 Fax: (504) 838-8872

FAX COVER SHEET

FAX NUMBER TRANSMITTED TO: 834-6452

To: Robert A. Mathis
 OF: Newman, Mathis, Brady, Wakefield & Spedale
 From: Claude C. Lightfoot, Jr.
 Client/Matter: Workout Proposal for Gabriel T. Porteous, Jr. and Carmella A. Porteous
 Date: August 28, 2000

DOCUMENTS	NUMBER OF PAGES
Draft Listing of Unsecured Claimants	3



Citicorp Credit Services, Inc.
A Subsidiary of Citigroup
Bankruptcy Recovery Unit
P.O. Box 20487
Kansas City, MO 64195-9904

September 22, 2000

RECEIVED
SEP 25 2000

Claude C. Lightfoot Jr.
3500 N Causeway Blvd, Suite 450
Metairie, LA 70002

RE: G. Thomas Porteous [REDACTED]

Dear Claude C. Lightfoot Jr.

We have received your recent communication and appreciate your attention to this matter. We would like to discuss the circumstances surrounding the situation and explore an alternative that would be advantageous to both parties.

Please contact one of our settlement representatives at the toll free number listed below.

We look forward to speaking to you.

Please see the reverse side of this letter for important information.

Sincerely,

Kelley Klenda

Kelley Klenda
Manager

Toll-free Telephone Number: 1-800-846-8444 ext.Option 7
Office Hours: Monday-Friday, 7:00am - 3:30pm Central Time

See Reverse Side for Important Information

JC202511

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

December 21, 2000

Bank of Louisiana MasterCard
P.O. Box 6972
Metairie, LA 70009-6972

COPY

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$1,724.23. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202512

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillard's	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202513

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202514

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
 A Professional Law Corporation
 Executive Tower - Suits 450
 3500 N. Causeway Boulevard
 Metairie, Louisiana 70002

Paralels
 Andrea V. Timp
 Vicki C. Owens

(504) 838-8571
 Fax: (504) 838-8572
 E-Mail: ecljr@worldnet.att.net

December 21, 2000

MBNA America
 P.O. Box 15019
 Wilmington, DE 19886-5019

RE: Account [REDACTED]

COPY

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$28,708.98. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home currently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202515

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	<u>\$182,330.23</u>

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	<u>\$ 52,531.87</u>

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202516

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202517

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.

A Professional Law Corporation
 Executive Tower - Suite 450
 3500 N. Causeway Boulevard
 Metairie, Louisiana 70002

Paralegals
 Andres V. Timpa
 Vicki C. Owens

(504) 838-8571
 Fax: (504) 838-8572
 E-Mail: ccljr@worldnet.att.net

December 21, 2000

Citibank USA MasterCard
 P.O. Box 15109
 Wilmington, DE 19850-5109

RE: Account [REDACTED]

COPY

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$16,981.47. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202518

December 21, 2000.

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202519

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202520

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
 A Professional Law Corporation
 Executive Tower - Suite 450
 3500 N. Causeway Boulevard
 Metairie, Louisiana 70002

Paralelals
 Andrew V. Tampa
 Visali C. Owens

(504) 838-8571
 Fax: (504) 838-8572
 E-Mail: ccl,jr@worldnet.att.net

December 21, 2000

MBNA America
 P.O. Box 15137
 Wilmington, DE 19886-5137

COPY

RE: Account [REDACTED]

Dear Sir:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$27,828.31. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following:

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home presently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202521

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillard's	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202522

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202523

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

December 21, 2000

J.C. Penney
P.O. Box 27570
Albuquerque, NM 87125

RE: Account [REDACTED]

COPY

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$2,763.81. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202524

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
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11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$25,000.00
Trustee's Commission	<u>\$16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202525

December 21, 2000

Page 3

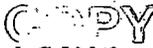
Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,



Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202526

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.

A Professional Law Corporation
 Executive Tower - Suite 450
 3500 N. Causeway Boulevard
 Metairie, Louisiana 70002

Furnishait
 Andrew V. Tompa
 Yvett C. Owens

(504) 838-8571
 Fax: (504) 838-8572
 E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

First USA Bank, N.A.
 P.O. Box 8864
 Wilmington, DE 19899-8864

RE: Account [REDACTED]

COPY

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Cannella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$6,757.42. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202527

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	<u>\$182,330.23</u>

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	<u>\$ 52,531.87</u>

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

Citibank Advantage
December 21, 2000
Page:3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202529

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals

Andrea V. Timpa
Vicki C. Owens

(504) 838-8571

Fax: (504) 838-8572

E-Mail: cd.jr@worldnet.att.net

December 21, 2000

First USA Bank
P.O. Box 94014
Palatine, IL 60094-4014

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$5,349.47. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202530

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202531

December 21, 2000

Page 3.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202532

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegal
Andrea N. Tampa
Michelle Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

December 21, 2000

Discover Platinum
P.O. Box 6011
Dover, DE 19903-6011

COPY

RE: Account [REDACTED]

Dear Sir:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Cannelia Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$20,783.26. In an effort to provide all of my clients' unsecured creditors with prompt cash payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202534

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202535

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.

A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals:
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl,jr@worldnet.att.net

December 21, 2000

Dillards
P.O. Box 52079
Phoenix, AZ 85072-2079

COPY

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$4,673.92. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202536

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202537

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202538

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Attorneys
Andrew M. Tampa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

December 21, 2000

Oldbank Advantage
Box 6408
The Lakes, NV 88901-6408

COPY

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$23,987.39. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following:

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202540

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202541

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl,jr@worldnet.att.net

December 21, 2000

Citibank Advantage
Box 6000
The Lakes, NV 89163-6000

COPY

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$20,719.58. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202542

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
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10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202543

December 21, 2000

Page 3

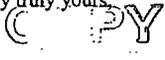
Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,


Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202544

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Respectfully,
Andrea W. Tompa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

December 21, 2000

Chase Platinum Master Card
P.O. Box 52050
Phoenix, AZ 85072-2050

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This lender proposes a workout of the debt owed under the above account, which per your last statement is now \$10,196.82. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following:

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	\$266,000.00
Payoff of First Mortgage to Fidelity	\$113,279.54
Payoff of Second Mortgage to Bank One	\$ 44,998.59
Real Estate Commission (6%/4%)	\$ 12,640.00
Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$ 16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202546

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202547

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.

A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

December 21, 2000

American Express Optima (Centurion Bank)
Suite 0002
Chicago, IL 60679-0002

COPY

RE: Account [REDACTED]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now \$11,855.57. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at \$266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing \$25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

JC202548

December 21, 2000

Page 2

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance \$11,855.57
2.	Bank of Louisiana Mastercard	Balance \$1,724.23
3.	Chase Platinum Mastercard	Balance \$10,196.82
4.	Citibank Advantage	Balance \$23,987.39
5.	Citibank Advantage	Balance \$20,719.58
6.	Citibank USA	Balance \$16,981.47
7.	Dillards	Balance \$4,673.92
8.	Discover Platinum	Balance \$20,783.26
9.	First USA Bank	Balance \$5,349.47
10.	First USA Bank, N.A.	Balance \$6,757.42
11.	J.C. Penney	Balance \$2,763.81
12.	MBNA America	Balance \$27,828.31
13.	MBNA America	Balance <u>\$28,708.98</u>
	Total	\$182,330.23

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of \$266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

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Closing Costs	\$ 1,000.00
Homestead Exemption	\$ 25,000.00
Trustee's Commission	<u>\$16,550.00</u>
Balance Available for Creditors	\$ 52,531.87

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Claude C. Lightfoot, Jr., P. C.

JC202549

December 21, 2000

Page 3

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be \$39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less than what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at \$266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Mr. and Mrs. Gabriel T. Porteous, Jr.

Claude C. Lightfoot, Jr., P. C.

JC202550

FONTANA & FONTANA, L.L.C.ATTORNEYS AND COUNSELORS AT LAW
1022 LOYOLA AVENUE
NEW ORLEANS, LOUISIANA 70113JULES A. FONTANA, JR. (LS40-1994)
DARRYL M. FONTANA
JULES A. FONTANA, III

January 5, 2001

(504) 581-9545
TELECOPIER
(504) 581-4280Gabriel T. Forteous, Jr.
4801 Neyrey Dr.
Metairie, Louisiana 70002Re: Your Account with: Bank of Louisiana
Account #: [REDACTED]
Past Due for: 8/7/00
Net Payoff: \$1836.41
Gross Balance: \$1836.41
Past Due Amount: \$253.00

Dear Gabriel Forteous, Jr.:

Bank of Louisiana has requested this letter concerning your account with them which is now delinquent.

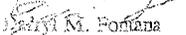
If satisfactory payment is not made within 30 days from your receipt of this letter, further collection activity may be taken to collect the debt owed.

This letter shall serve as notice that you are now in default on your loan. If it becomes necessary to file suit against you, further notices may not be issued to you prior to the filing of the suit.

IMPORTANT REQUIRED NOTIFICATION

Unless you, within 30 days after receipt of this notice, dispute the validity of the debt; or any portion thereof, the debt will be assumed to be valid by us. If you notify this office in writing, within 30 days from receiving this notice, that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of the judgment [if a judgment has been obtained] and a copy of such verification or judgment [if a judgment has been obtained] will be mailed to you by us with the name and address of the original creditor. This Letter is an attempt to collect a debt, and any information obtained will be used for that purpose. This letter is from a debt collector.

Yours very truly,


Darryl M. Fontana
DMP/LEcc: Bank of Louisiana,
MAILED CERTIFIED: 6923 8323

JC202551

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Franklin
Andrea V. Timpa
Vern C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

February 1, 2001

Darryl M. Fontana
James A. Fontana, III
Fontana & Fontana, L.L.C.
1022 Loyola Avenue
New Orleans, LA 70113

RE: BOL Account [REDACTED]

Gentlemen:

Pursuant to our recent discussions, I enclose a copy of the workout proposal and exhibits which I previously sent to your client, Bank of Louisiana. Please review my proposal and let me have your response.

This will also confirm your agreement not to file suit or move forward with collection activities until we have discussed your response to my proposal.

Thanking you for your courtesies, I am

Very truly yours,

COPY
Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures

cc: Judge and Mrs. Gabriel T. Porteous, Jr. w/o enclosures

JC202552

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

February 1, 2001

Edward F. Bukaty, III
Attorney at Law
One Galleria Blvd.
Suite 1810
Metairie, LA 70001-2082

RE: Citibank USA MasterCard Account [REDACTED]

Dear Ed:

Pursuant to our recent discussions, I enclose a copy of the workout proposal and exhibits which I previously sent to your client, Citibank USA Mastercard. Please review my proposal and let me have your response.

This will also confirm your agreement not to file suit or move forward with collection activities until we have discussed your response to my proposal.

Thanking you for your courtesies, I am

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf

Enclosures

cc: Judge and Mrs. Gabriel T. Porteous, Jr. w/o enclosures

JC202553

#1 Sanctuary Boulevard
Suite 303
Mandeville, Louisiana 70471
Telephone (504) 727-1664
Facsimile (504) 727-4386

DREHER LANGER & TOMKIES L.L.P.

Attorneys at Law

April 23, 2001

RECEIVED
APR 24 2001

Claude Lightfoot, Jr.
3500 N. Causeway Blvd.
Ste. 450
Metairie, LA 70002

Re: **Gabriel Porteous**
[REDACTED]

Dear Mr. Lightfoot:

Please be advised that this office represents Chrysler Financial Company L.L.C. in connection with the above proceeding.

We would appreciate if you would send us a copy of the Chapter 13 Plan Summary in the enclosed self-addressed postage paid envelope.

We also ask that you forward a copy of the declarations page of the insurance policy pertaining to the vehicle which acts as security for the indebtedness due Chrysler. This proof of insurance should show Chrysler as loss payee, and should be received by this office within ten days of receipt of this letter. Should we fail to receive this information, we will have no choice but to file for relief from stay.

Should you have any questions, please do not hesitate to call.

Done

Sincerely,

Aimee Noel

Aimee Noel
Legal Assistant

an

JC202554

#1 Sanctuary Boulevard
Suite 303
Mandeville, Louisiana 70471
Telephone (504) 727-1664
Facsimile (504) 727-4388

DREHER LANGER & TOMKIES L.L.P.

Attorneys at Law

April 23, 2001

RECEIVED
APR 24 2001

Clerk of Court
United States Bankruptcy Court
501 Magazine Street
Suite 601
New Orleans, LA 70130

Re: **Gabriel Porteous**
[REDACTED]

Dear Sir or Madam:

Please be advised that this Firm has been retained to represent Chrysler Financial Company, L.L.C., a creditor in the above proceeding. The Firm requests that it be added to the mailing matrix and all orders and/or notices given or required to be served in this case be sent to the Firm at the following address:

Robin R. De Leo
Dreher Langer & Tomkies L.L.P.
#1 Sanctuary Boulevard
Suite 303
Mandeville, Louisiana 70471

Thank you for your assistance in this matter.

Sincerely,

Aimee Noel
Aimee Noel
Legal Assistant

an

JC202555

CUSTOMER COPY

10-99
200

352533618

MAY 29, 2001

FOR YOUR PROTECTION SAVE THIS COPY
OFFICIAL CHECK

Remitter: JUDGE G. THOMAS PORTZOUS

BANK ONE
BANK ONE, LOUISIANA, LA



\$ 3,200.00

Pay To The Order Of **S. J. BEAULIEU, JR.** *****

Drawer: BANK ONE, LOUISIANA, LA

NON NEGOTIABLE
This instrument is subject to the provisions of the Uniform Electronic
Transactions Act (UETA) and the Electronic Signatures in Global
and National Commerce Act (ESIGN) as amended by the
E-Signatures Act of 2000 (Pub. Law No. 106-361, 114 Stat. 3201, 11/5/00).
If you are a consumer, you may have additional rights under
the Consumer Credit Protection Act (15 U.S.C. 1601-1606).
If you are a consumer, you may have additional rights under
the Consumer Credit Protection Act (15 U.S.C. 1601-1606).
If you are a consumer, you may have additional rights under
the Consumer Credit Protection Act (15 U.S.C. 1601-1606).

S. J. Beaulieu

TERMS
KEEP THIS COPY FOR YOUR RECORD OF THE TRANSACTION. TO REPORT A LOSS OR FOR ANY OTHER INFORMATION
ABOUT THE INSTRUMENT, CONTACT THE INSTITUTION FROM WHICH YOU RECEIVED THE INSTRUMENT.

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Caraisanis
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

May 31, 2001

Robin DeLeo
Attorney at Law
Breher, Langer & Tomkies, L.L.P.
1 Sanctuary Blvd.
Suite 303
Mandeville, LA 70471

COPY

ATTN: Terry

RE: Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"

Dear Terry:

As we discussed yesterday, I enclose the May installments on the two lease accounts with Chrysler Credit Corporation, Accts. [REDACTED] and [REDACTED]. My clients did not receive their normal statements and overlooked payment for that reason. I would appreciate it if you can prevail on Chrysler to waive any late charges, but if that is not possible, then do let me know how much is owed so that I can have the debtors make payment.

You explained that the bankruptcy filing has interrupted the normal practice of monthly statements from Chrysler. Please accept this as my request to recommence those statements. The Chapter 13 Plan provides for acceptance of the leases, and the plan was confirmed this past Tuesday; therefore, we certainly would not consider normal monthly statements for the future to be a violation of the automatic stay.

JC202557

Robin DeLeo
May 31, 2001
Page 2

Thanking you for your assistance, and awaiting your advices about any late charges due, I am

Very truly yours,
COPY

Claude C. Lightfoot, Jr.

OCL/bmf
Enclosures

cc w/ copy of enclosures: Judge Gabriel T. and Carmella A. Porteous

Claude C. Lightfoot, Jr., P. C.

JC202558

Acct # [REDACTED]
 JUDGE OR MRS. G. THOMAS PORTEOUS
 4801 NEYREY DR. PH. 456-5879
 METAIRIE, LA 70002

64-19-53234
 654
 6902379554

4091

DATE 5-25-01

PAY TO THE ORDER OF Chrysler Financial \$ 330.00
Three Hundred Thirty & no cents DOLLARS @ ≡

BANK ONE. Value One™
 Bank One, Louisiana, NA
 Baton Rouge, LA 70801

MEMO MAY PAYMENT Mrs. D.T. Porteous Jr.

⑆065400137⑆690 2379 55 4⑈ 4091

Acct # [REDACTED]
 JUDGE OR MRS. G. THOMAS PORTEOUS
 4801 NEYREY DR. PH. 456-5879
 METAIRIE, LA 70002

64-19-53234
 654
 6902379554

4090

DATE 5-25-01

PAY TO THE ORDER OF Chrysler Financial \$ 330.15
Three Hundred & 15/100 DOLLARS @ ≡

BANK ONE. Value One™
 Bank One, Louisiana, NA
 Baton Rouge, LA 70801

MEMO MAY PAYMENT Mrs. D.T. Porteous Jr.

⑆065400137⑆690 2379 55 4⑈ 4090

United States District Court
 Eastern District of Louisiana
 500 Camp Street, C357
 New Orleans, Louisiana 70130

Chambers of
 A. J. McNamara
 Chief Judge

MEMORANDUM

To: Judge Carolyn King
 Chief Judge, Court of Appeals
 For the Fifth Circuit

FROM: Judge A. J. McNamara
 Chief Judge, U. S. District Court
 Eastern District of Louisiana

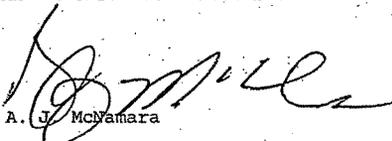
DATE: June 4, 2001

RE: U. S. Bankruptcy Court, Ed. Of La. In the Matter of
 Gabriel T. Porteous, Jr. and Carmella Porteous, No. 01-
 12363, Chapter 13

RECEIVED
 JUN 05 2001

As the attached Order of Recusal reflects, all of the bankruptcy judges in the Eastern District of Louisiana have recused themselves in the captioned matter.

Accordingly, it is requested that you appoint a bankruptcy judge outside of the Eastern District of Louisiana to handle this matter. Likewise, if it is necessary for any part of the captioned proceeding to be handled by a district court judge, that judge too should be from outside of the Eastern District of Louisiana.


 A. J. McNamara

cc: G. T. & C.A. Porteous

Claude Lightfoot ✓

S. J. Beaulieu, Trustee

United States Trustee

JC202560

CHAMBERS OF THE HONORABLE CAROLYN DINEEN KING
 UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT
 UNITED STATES COURTHOUSE
 515 RUSK AVENUE, ROOM 11020
 HOUSTON, TEXAS 77002-2694
 TEL: (713) 250-5750 FAX: (713) 250-5050

DATE: JUNE 5, 2001

TO: WARREN A. CUNTZ, JR. BANKRUPTCY CLERK E.D. LOUISIANA	FAX: (504) 589-2076 B
--	------------------------------

FROM: CAROLYN D. KING	FAX: (713) 250-5050
-----------------------	---------------------

CC:	FAX:
-----	------

NOTES: MR. CUNTZ THIS ORDER WAS MAILED TO YOU YESTERDAY (TO THE WRONG CLERK'S NAME, BUT I TRUST HE WILL GET THERE NONETHELESS). I THOUGHT I SHOULD FAX IT ALSO. IF YOU HAVE TROUBLE RECEIVING THIS FAX, PLEASE CALL BLOOM BRIGGS OR STARLA BARKER AT (713) 250-5750.

NUMBER OF PAGES INCLUDING COVER SHEET 5

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

MEMORANDUM

TO: Mr. Warren A. Cuntz, Jr.
Bankruptcy Clerk, Eastern District of Louisiana

FROM: Carolyn King

DATE: June 4, 2001

RE: Designation of The Honorable William R. Greendyke to
the Bankruptcy Court for the Eastern District of
Louisiana

Attached is an order designating Bankruptcy Judge William R. Greendyke, United States Bankruptcy Judge for the Southern District of Texas, to the Bankruptcy Court for the Eastern District of Louisiana to preside over the case of In the Matter of: Gabriel T. Porteous, Jr. and Carmella A. Porteous; Case No. 01-12363.

cc: Chief Judge Richard S. Schmidt
Chief Judge T. M. Brahney, III
Judge William R. Greendyke
Gregory A. Nussel, Circuit Executive

JC202562

JUDICIAL COUNCIL OF THE FIFTH JUDICIAL CIRCUIT

**TEMPORARY ASSIGNMENT OF BANKRUPTCY JUDGE
WILLIAM R. GREENDYKE
TO THE EASTERN DISTRICT OF LOUISIANA**

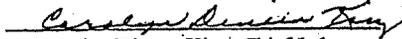
In accordance with the authority vested in me by resolution of the Fifth Circuit Judicial Council, and with the concurrences of Chief Judge T. M. Brahney, III, Eastern District of Louisiana, and Chief Judge Richard S. Schmidt, Southern District of Texas,

I do hereby assign United States Bankruptcy Judge William R. Greendyke, Southern District of Texas, to the Bankruptcy Court of the Eastern District of Louisiana, for the purpose of presiding over the following case, together with all other bankruptcy matters connected with or arising out of same:

**In the matter of: Gabriel T. Porteous, Jr. and Carmella A. Porteous
Case No. 01-12363**

This designation is effective immediately and will continue until completion of all matters required in the same.

For the Council:


Carolyn Dineen King, Chief Judge
United States Court of Appeals
for the Fifth Circuit

June 4, 2001

JC202563

4135

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralelele
Andres V. Deyra
Metairie, Louisiana

(504) 838-8572
Fax: (504) 838-8572
E-Mail: ccljr@worldnet.att.net

June 18, 2001

S.J. Beaulieu, Jr.
433 Metairie Road
Suite 515
Metairie, LA 70005

RE: **Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"**

Dear S.J.:

I enclose a copy of the Affidavit in Support of Attorney's Fees which I have filed in the above case.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf
Enclosure
cc: Gabriel and Carmella Porteous

JC202564

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-857
Fax: (504) 838-857
E-Mail: ccljr@worldnet.att.n

July 27, 2001

By Facsimile Only to 565-3109

Richard Macaluso
Regions Bank

RE: Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"

Dear Mr. Macaluso:

This will confirm our conversation today wherein I advised that the account that my clients have with Regions Bank is one of the debts being handled through the Chapter 13 Plan in the above captioned case, which was filed on March 28, 2001. The Chapter 13 Plan was confirmed on July 2, 2001.

I enclose a copy of the Notice of Commencement of Case, which contains important information concerning the automatic stay provisions of 11 U.S.C. § 362. Regions Bank was listed as an unsecured creditor and should have received notice. Please note the claims bar date shown on the Notice of Commencement.

Make sure that the bank discontinues written and oral contact with my clients as such contact is prohibited by the automatic stay.

Thanking you for your assistance, I am

Very truly yours,
[Signature]

JC202565

CCL/bmf
Enclosure
cc: Gabriel and Carmella Porteous

PHONE CALL

FOR	<i>Chaille</i>	DATE	<i>7/26</i>	TIME	<i>9:55</i>
FM	<i>Richard Macaluso</i>				
OF	<i>Regions Bank</i>				
PHONE	<i>584-2178</i>	FAX			
MESSAGE					
SIGNED	<input checked="" type="checkbox"/> TELEPHONED <input checked="" type="checkbox"/> RETURNED YOUR () <input type="checkbox"/> PLEASE CALL <input type="checkbox"/> WILL CALL AGAIN <input type="checkbox"/> CAME TO SEE YC <input type="checkbox"/> WANTS TO SEE W				

United States Bankruptcy Court		Case Number 01-12363
EASTERN DISTRICT OF LOUISIANA		
NOTICE OF COMMENCEMENT OF CASE UNDER CHAPTER 13 OF THE BANKRUPTCY CODE, MEETING OF CREDITORS, AND FIXING OF DATES		
In Re GABRIEL T PORTEOUS JR CARMELLA A PORTEOUS		aka [REDACTED] aka [REDACTED]
PO BOX 1723 HARVEY LA 70059		FILED APR 23 2001
Date Case Filed (or converted to Chapter 13): Mar 28, 2001.	Deadline to file a proof of claim: Aug 07, 2001	
<p>COMMENCEMENT OF CASE. An individual's debt adjustment case under chapter 13 of the Bankruptcy Code has been filed in this court by the debtor or debtors named above, and an order for relief has been entered. You will not receive notice of all documents filed in this case. All documents filed with the court including lists of the debtor's property and debts, are available for inspection at the office of the clerk of the bankruptcy court.</p> <p>CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom the debtor owes money. Under the Bankruptcy Code, the debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting the debtor to demand repayment, taking action against the debtor to collect money owed to creditors or to take property of the debtor, and starting or continuing foreclosure actions, repossessions, or wage deductions. Some protection is also given to certain creditors of consumer debts. If unauthorized actions are taken by a creditor against a debtor, or a protected creditor, the court may punish that creditor. A creditor who is considering taking action against the debtor or the property of the debtor, or another creditor, should review §§ 362 and 1301 of the Bankruptcy Code and may wish to seek legal advice. The staff of the clerk of the bankruptcy court is not permitted to give legal advice, nor is the Trustee's staff.</p> <p>MEETING OF CREDITORS. The debtor (both husband and wife in a joint case) is required to appear at the meeting of creditors on the date and at the place set forth below in the box labeled "Date, Time, and Location of Meeting of Creditors" for the purpose of being examined under oath. Attendance by creditors at the meeting is welcome, but not required. At the meeting, the creditors may examine the debtor and transact such other business as may properly come before the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors. The plan may be amended at the meeting of creditors without further written notice.</p> <p>PROOF OF CLAIM. Except as otherwise provided by law, in order to share in any payment from the estate, a creditor must file a proof of claim by the date set forth above in the box labeled "Deadline to file a proof of claim". The place to file the proof of claim, either in person or by mail, is the office of the clerk of the bankruptcy court. <i>Proofs of claim must be filed in duplicate.</i></p> <p>PURPOSE OF A CHAPTER 13 FILING. Chapter 13 of the Bankruptcy Code is designed to enable a debtor to pay debts in full or in part over a period of time pursuant to a plan. A plan is not effective unless approved by the bankruptcy court at a confirmation hearing. Creditors will be given notice in the event the case is dismissed or converted to another chapter of the Bankruptcy Code.</p>		
DATE, TIME AND LOCATION OF MEETING OF CREDITORS		
400 Poydras Street, Room 2112, New Orleans, Louisiana		
DATE, TIME AND LOCATION OF HEARING ON CONFIRMATION OF PLAN		
May 29, 2001 at 10:00 AM United States Bankruptcy Court, 501 Magazine Street, Room 709, New Orleans, Louisiana		
SUMMARY OF PLAN AS FILED BY THE DEBTOR		
The debtor proposes payments to the trustee of \$ <u>14.63</u> ^{83.00 MONTHLY} for approximately <u>36</u> month		
Unsecured non-priority claims are to be paid at _____ %.		
Address of Clerk of the Bankruptcy Court UNITED STATES BANKRUPTCY COURT 501 MAGAZINE STREET ROOM 601 NEW ORLEANS LA 70130		Name and Address of Trustee S J BEAULIEU JR 433 METAIRIE ROAD SUITE 515 METAIRIE LA 70005
		Telephone Number (504) 831-1313
To: CLAUDE C LIGHTFOOT JR STE 450 3500 N CAUSEWAY BLVD METAIRIE LA 70002		Name and Address of Attorney for Debtor CLAUDE C LIGHTFOOT JR STE 450 3500 N CAUSEWAY BLVD METAIRIE LA 70002
		Telephone Number (504) 838-8571

ATTORNEY COPY

JC202566

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XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
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X                                     TRANSACTION REPORT
X                                     JUL-27-01 FRI 03:35 PM
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 A Professional Law Corporation
 Executive Tower - Suite 450
 3500 N. Causeway Boulevard
 Metairie, Louisiana 70002

Paralegals:
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 Fax: (504) 838-857
 E-Mail: ccl.jr@worldnet.att.net

July 27, 2001

By Facsimile Only to 565-3109

Richard Macaluso
 Regions Bank

RE: Gabriel T. Porteous and Carmella A. Porteous, USBC 01-12363, Section "A"

Dear Mr. Macaluso:

This will confirm our conversation today wherein I advised that the account that my clients have with Regions Bank is one of the debts being handled through the Chapter 13 Plan in the above captioned case, which was filed on March 28, 2001. The Chapter 13 Plan was confirmed on July 2, 2001.

I enclose a copy of the Notice of Commencement of Case...

NEWMAN, MATHIS, BRADY, WAKEFIELD & SPEDALE

A Professional Law Corporation
212 Veterans Blvd.
Metairie, LA 70005

TELEPHONE: (504) 837-9040
Telecopiers: (504) 834-4452

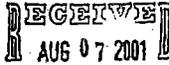
Ronald H. Newman (1937-1979)
Robert A. Mathis
John D. Brady
Robert T. Wakefield
Charles E. Spedale
Richard L. Crawford
Joseph E. Fick, Jr.
Mark C. Landry
Clay J. LeGros
Stephen J. Boussard
Gerard O. Salassi IV
Keith M. Fry
Reith E. Karnez

New Orleans Office
3723 Canal Street
New Orleans, LA 70119
(504) 581-2552

Baton Rouge Office
3301 North Boulevard
Baton Rouge, LA 70806-3700
(225) 343-3456

August 6, 2001

Claude C. Lightfoot, Jr.
Suite 450
3500 N. Causeway Blvd.
Metairie, LA 70002



RE: Gabriel and Carmella Porteous
USBC, EDLA #01-12363

Dear Claude:

Enclosed please find a proof of claim which I am filing on behalf of Regions Bank in the above referenced matter. If you have any questions, please do not hesitate to contact me.

With best regards, I am

Very truly yours,

NEWMAN, MATHIS, BRADY,
WAKEFIELD & SPEDALE

Gerard O. Salassi IV

GOS/ds
Enclosure

cc: S. J. Beaulieu, Jr., Trustee
Mr. Rick McCormick

S. J. Beaulieu, Jr.

433 Metairie Road, Suite 515

Metairie, Louisiana 70005

CHAPTER 13 TRUSTEE

(504) 831-1313

December 20, 2002

Mr. Claude C. Lightfoot, Jr.
3500 N. Causeway Boulevard Suite 450
Metairie, LA 70002

RE: Gabriel T. Porteous, Jr.
Carmella A. Porteous
Bankruptcy Case No. 01-12363

Dear Claude:

I have no objection to the above captioned debtors' request to refinance their home, at the terms listed in the attached Disclosure Statement.

If you have any questions, please call me at 831-1313.

Sincerely,



S. J. Beaulieu, Jr.
Chapter 13 Trustee

JC202569

DEC-19-02 THU 05:22 PM LAW OFFICE C LIGHTFOOT
 12/19/02 TEL 818:26 FAX 507 9 2444 GTP

FAX NO. 5048388572

P. 03
 43 DVC

CONFIDENTIAL
COPY

DISCLOSURE STATEMENT

Borrower: GABRIEL T. PORTEOUS, JR.
 CARMELA GIARDINA PORTEOUS
 4901 NEVREY DRIVE
 METARRIE, LA 70002

Lender: Bank One, N.A. with Columbus, OH as its main office
 New Orleans Private Client Services LPO
 201 St. Charles
 29th Floor
 New Orleans, LA 70170

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
8.488%	\$14,071.73	\$40,053.30	\$54,125.03

PAYMENT SCHEDULE. Borrower's payment schedule will be 59 monthly payments of \$497.74 each, beginning January 15, 2003; and one payment of \$24,758.37 on December 15, 2007.

PROPERTY INSURANCE. I may purchase required property insurance from anyone I want who is authorized to do business in the state of Louisiana.

SECURITY. I am giving a security interest in my home.

LATE CHARGE. If Borrower fails to pay any payment under this Note in full within 10 days of when due, Borrower agrees to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of regularly scheduled payments under this Note or \$15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of the maturity of this Note.

PREPAYMENT. If I pay off my loan early, I will not have to pay a penalty.

I will look at my contract documents for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds.

I read and was given a completed copy of this Disclosure Statement on December 5, 2002, prior to signing the Note.

BORROWER:

GABRIEL T. PORTEOUS, JR., Individually

Amount Financed Itemization

Amount paid to Borrower directly:	\$40,053.30
\$40,053.30 Lender's Check # 682-00034-00002-03579	
Note Principal:	\$40,053.30
Prepaid Finance Charges:	\$0.00
in Cash:	\$0.00
Amount Financed:	\$40,053.30

**BORROWER'S
 COPY**

S. J. Beaulieu, Jr.

433 Metairie Road, Suite 511
Metairie, Louisiana 70001

CHAPTER 13 TRUSTEE

(504) 831-1313

January 2, 2003

Mr. Claude C. Lightfoot, Jr.
Suite 450
3500 N. Causeway Blvd.
Metairie, LA 70002

In Re: Gabriel & Camilla Porteous
Case No. 01-12363

Dear Mr. Lightfoot,

As per your request, I have reviewed the new car lease agreements in the above captioned case. It appears that the creditors would not be adversely affected by the new leases. Therefore, I have no objection to the debtors entering into the new leases.

If you have any questions please call me.

Sincerely,


S.J. Beaulieu, Jr.
Chapter 13 Trustee

SBJ/dbe

JC202571

1-5165 (1/02) LA

MOTOR VEHICLE LEASE AGREEMENT

DEAL# 30144

DATE LEASE TERM BEGINS	DATE LEASE TERM ENDS
12/31/2002	03/31/2006

LESSOR (DEALER) NAME AND ADDRESS
 MARQUE JEEP-CHRY-PLYM, LLC
 226 CANAL ST
 NEW ORLEANS, LA 70119
 METAIRIES

LESSEE (AND CO-LESSEE) NAME AND ADDRESS
 GABRIEL T PORTEOUS JR
 CARMELLA G PORTEOUS
 4801 METREY DR
 METAIRIE, JEFFERSON, LA 70002

lessor and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "us" or "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and assigns ("assignee," "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

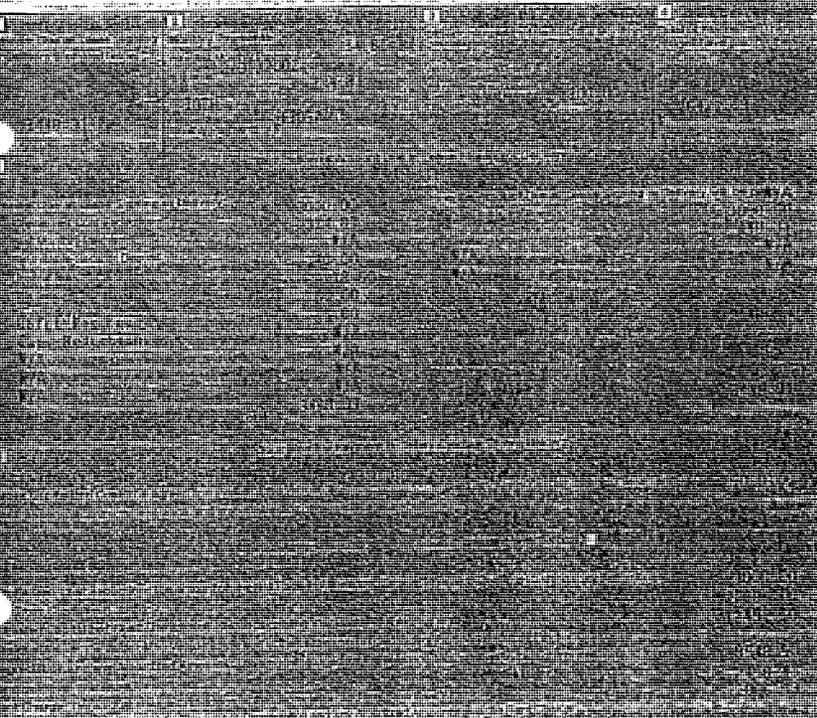
<input type="checkbox"/> I agree to use this vehicle primarily for personal, family or household purposes. However, if the handling time for approval, I will use this vehicle primarily for business or commercial purposes.	<input type="checkbox"/> I agree to use this vehicle primarily for business or commercial purposes.
---	---

VEHICLE INFORMATION

MAKE: JEEP MODEL: GRAND CHEROKEE VIN: 1J4G242L150000000

FINANCIAL INFORMATION

MONTHLY PAYMENT: \$399.00



AGREEMENT

DEAL# 30143

DATE LEASE TERM BEGINS
12/31/2002

DATE LEASE TERM ENDS
03/31/2006

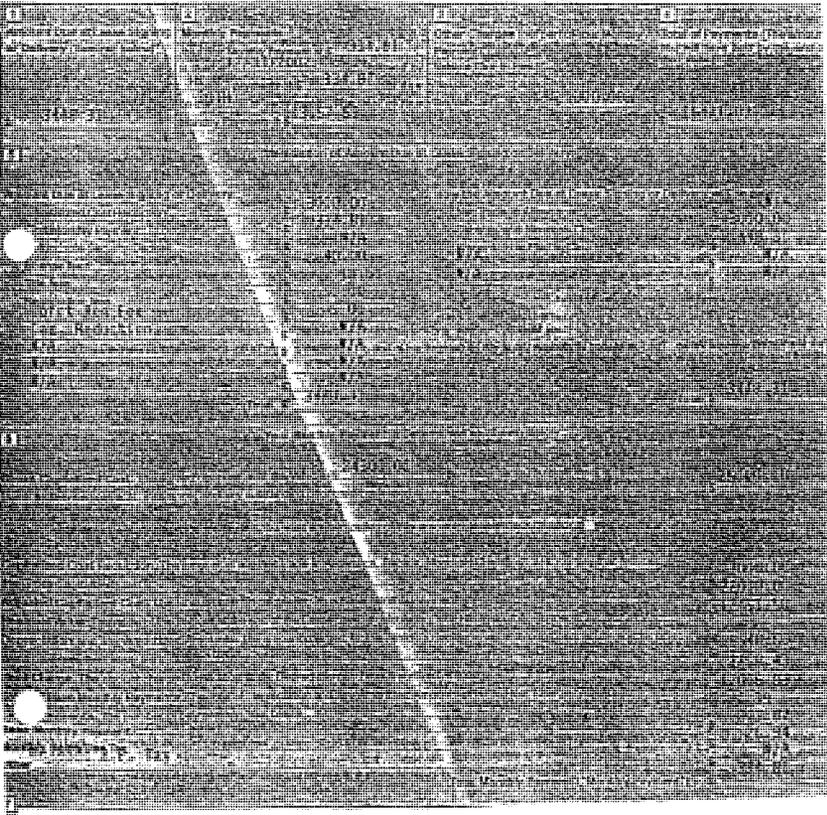
LESSOR (DEALER) NAME AND ADDRESS
LAMARQUE JEEP-CHRY-PLYM, LLC
2226 CANAL ST
NEW ORLEANS, LA 70119
RELANS

LESSEE (AND CO-LESSEE) AND ADDRESS
GABRIEL T PORTEOUS JR
CARMELLA G PORTEOUS
4801 MEYREY DR
METAIRIE, JEFFERSON, LA 70002

Lessee and Co-Lessee ("You" or "Your") agree to lease the leased vehicle described below, including all equipment, parts and accessories from Lessor ("we," "us" or "our") on the terms and conditions of this Motor Vehicle Lease Agreement ("Lease"). This Lease will be assigned to DCFS Trust or its successors and assigns ("Assignee", "we," "us" and "our"). The consumer lease disclosures contained in this Lease are also made on behalf of Assignee.

PRIMARY USE OF VEHICLE **STATEMENT OF FEDERAL TAX OBLIGATION**
 You agree to use the Vehicle primarily for personal, family or household purposes. However, if the following box is checked, You will use the Vehicle primarily for business or commercial purposes. You declare Your federal tax status is: exempt; or non-exempt

DESCRIPTION OF THE VEHICLE BEING LEASED (THE VEHICLE)			
YEAR	MAKE	MODEL	VEHICLE IDENTIFICATION NUMBER
2003	JEEP	GRAND CHEROKEE	1J4GX48S73C614158
			<input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED
			MILEAGE AT DELIVERY 11



S. J. Beaulieu, Jr.

CHAPTER 13 TRUSTEE

433 Metairie Road, Suite 511
Metairie, Louisiana 70002
(504) 831-1311

August 4, 2003

Claude C. Lightfoot Jr.
Suite 4500
3500 North Causeway Boulevard
Metairie LA 70002

In Re: Gabriel T. Porteous, Jr.
Case No. 01-12363

Dear Claude,

Enclosed is a copy of the letter I received from William E. Heitkamp, the Chapter 13 Trustee in Houston. Basically he indicates that they use the same procedure that we do.

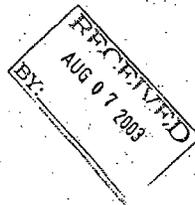
If you have any questions, please call.

Sincerely,



S.J. Beaulieu Jr.
Chapter 13 Trustee

cc: Gabriel T. Porteous, Jr.



JC202574

William E. Heitkamp
Chapter 13 Trustee
U.S. Bankruptcy Court
Southern District of Texas
9821 Katy Freeway, Suite 590
Houston, Texas 77024
713-722-1200
FAX 713-722-1211

July 28, 2003

S. J. Beaulieu
Chapter 13 Trustee
433 Metairie Road, Suite 307
Metairie, LA 70005

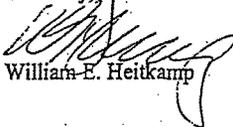
In Re: Chapter 13 Case No. 01-12363; Gabriel T. Porteous, Jr.

Dear Mr. Beaulieu:

This is a response to your inquiry concerning completion of Chapter 13 plans. In cases that I administer for Judge Greendyke, he has consistently ruled that unless the plan pays all creditors in full, the debtor must commit all of his or her net disposable income for a minimum of 36 months. The Judge views the stated percentage in a Chapter 13 plan as an estimate of the dividend to unsecured creditors, assuming that all claims are filed, and that the estimated claims are consistent with the filed proof of claim amounts. If certain creditors do not file claims, or if their claims are filed for amounts less than what was projected at the time of confirmation, then the percentage paid to the creditors may actually be greater than that which was stated in the plan. I would fully expect the Judge to follow this interpretation of 11 U.S.C. Sec. 1325(b) in the case you have pending before him.

If you need further clarification, please feel free to contact me.

Sincerely,


William E. Heitkamp

Official Form 1) (9/97)

FORM BI	United States Bankruptcy Court District of _____	Voluntary Petition
Name of Debtor (if individual, enter Last, First, Middle):	Name of Joint Debtor (Spouse) (Last, First, Middle):	
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):	All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):	
Soc. Sec./Tax I.D. No. (if more than one, state all):	Soc. Sec./Tax I.D. No. (if more than one, state all):	
Street Address of Debtor (No. & Street, City, State & Zip Code):	Street Address of Joint Debtor (No. & Street, City, State & Zip Code):	
County of Residence or of the Principal Place of Business:	County of Residence or of the Principal Place of Business:	
Mailing Address of Debtor (if different from street address):	Mailing Address of Joint Debtor (if different from street address):	
Location of Principal Assets of Business Debtor (if different from street address above):		

Information Regarding the Debtor (Check the Applicable Boxes)

Venue (Check any applicable box)

- Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District.
- There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District.

Type of Debtor (Check all boxes that apply)

- | | |
|--|---|
| <input type="checkbox"/> Individual(s) | <input type="checkbox"/> Railroad |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Stockbroker |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Commodity Broker |
| <input type="checkbox"/> Other _____ | |

Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box)

- | | | |
|---|-------------------------------------|-------------------------------------|
| <input type="checkbox"/> Chapter 7 | <input type="checkbox"/> Chapter 11 | <input type="checkbox"/> Chapter 13 |
| <input type="checkbox"/> Chapter 9 | <input type="checkbox"/> Chapter 12 | |
| <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding. | | |

Nature of Debts (Check one box)

- Consumer/Non-Business Business

Filing Fee (Check one box)

- Full Filing Fee attached
- Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.

Chapter 11 Small Business (Check all boxes that apply)

- Debtor is a small business as defined in 11 U.S.C. § 101
- Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(e) (Optional)

Statistical/Administrative Information (Estimates only)

- Debtor estimates that funds will be available for distribution to unsecured creditors.
- Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.

Estimated Number of Creditors 1-15 16-49 50-99 100-199 200-999 1000-over

Estimated Assets

\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Estimated Debts

\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

THIS SPACE IS FOR COURT USE ONLY

HP Exhibit 344

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s):	
Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)			
Location Where Filed:	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor:	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Signatures			
<p style="text-align: center;">Signature(s) of Debtor(s) (Individual/Joint)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p><input checked="" type="checkbox"/> _____ Signature of Debtor</p> <p><input checked="" type="checkbox"/> _____ Signature of Joint Debtor</p> <p>_____ Telephone Number (if not represented by attorney)</p> <p>_____ Date</p>		<p style="text-align: center;">Signature of Debtor (Corporation/Partnership)</p> <p>I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor.</p> <p>The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.</p> <p><input checked="" type="checkbox"/> _____ Signature of Authorized Individual</p> <p>_____ Printed Name of Authorized Individual</p> <p>_____ Title of Authorized Individual</p> <p>_____ Date</p>	
<p style="text-align: center;">Signature of Attorney</p> <p><input checked="" type="checkbox"/> _____ Signature of Attorney for Debtor(s)</p> <p>_____ Printed Name of Attorney for Debtor(s)</p> <p>_____ Firm Name</p> <p>_____ Address</p> <p>_____ Telephone Number</p> <p>_____ Date</p>		<p style="text-align: center;">Signature of Non-Attorney Petition Preparer</p> <p>I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.</p> <p>_____ Printed Name of Bankruptcy Petition Preparer</p> <p>_____ Social Security Number</p> <p>_____ Address</p> <p>Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:</p> <p>_____ _____ _____</p> <p>If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person.</p> <p><input checked="" type="checkbox"/> _____ Signature of Bankruptcy Petition Preparer</p> <p>_____ Date</p> <p>A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both 11 U.S.C. §110; 18 U.S.C. §156.</p>	
<p style="text-align: center;">Exhibit A</p> <p>(To be completed if debtor is required to file periodic reports (e.g., forms 10K and 10Q) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11)</p> <p><input type="checkbox"/> Exhibit A is attached and made a part of this petition.</p>			
<p style="text-align: center;">Exhibit B</p> <p>(To be completed if debtor is an individual whose debts are primarily consumer debts)</p> <p>I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the relief available under each such chapter.</p> <p><input checked="" type="checkbox"/> _____ Signature of Attorney for Debtor(s)</p> <p>_____ Date</p>			

INSTRUCTIONS FOR COMPLETING OFFICIAL FORM 1, VOLUNTARY PETITION**I. INTRODUCTION**

This form, known as a "voluntary petition," must be used by a debtor to begin a bankruptcy case. Filing this petition is how an individual or other entity "declares bankruptcy." Filing the petition also generally operates to stop action by creditors to collect their debts, a feature of the bankruptcy process described more fully below.

The voluntary petition also provides the bankruptcy court with the basic information needed to begin the case. Although some of the information asked for in Official Form 1 will be repeated in greater detail in the schedules and statements that also must be filed, the court needs certain data immediately to make a rough estimate of the resources needed to handle the case, to monitor multiple and repeat filings, to assign cases to judges, and to provide certain statistical information that the court is required by law to compile.

II. APPLICABLE LAW AND RULES

Filing a voluntary petition with a bankruptcy court under a chapter of the Bankruptcy Code (chapter 7, 9, 11, 12, or 13) starts a bankruptcy case under that chapter. 11 U.S.C. §§ 301, 302. It also constitutes an "order for relief." 11 U.S.C. §§ 301, 302. Similarly, a joint case is started by the filing of a single petition by an individual and that individual's spouse. 11 U.S.C. § 302.

Section 109 of the Bankruptcy Code sets forth the debtor's eligibility requirements for filing under chapters 7, 9, 11, 12, and 13. In addition, a chapter 11 debtor that qualifies under section 101 may elect to be treated as a "small business." Specific requirements regarding a debtor's eligibility to file under the various chapters are discussed below under "Chapter or Section of Bankruptcy Code Under Which the Petition is Filed."

Rule 1002 of the Federal Rules of Bankruptcy Procedure (referred to as "Bankruptcy Rule" or "Fed. R. Bankr. P.") requires a petition to be filed with the clerk of court. The case should be filed in an appropriate bankruptcy court location (venue), based on the criteria established in 28 U.S.C. § 1408, discussed below under "Venue."

The filing of a bankruptcy case requires, in addition the petition, the filing of schedules listing the debtor's property and debts, a statement of financial affairs, and several other documents. These include mailing list or "matrix" containing the names and addresses of the creditors and others that should receive notices from the court in the case. 11 U.S.C. § 521; Fed. R. Bankr. P. 1007; local rules of each court. Each bankruptcy court has its own requirements concerning the format of the mailing list, and anyone planning to file a bankruptcy case should contact the clerk's office ahead of time to obtain information about the specific requirements of

Official Form 1
continued

the court in which the case will be filed. (See instructions under "United States Bankruptcy Court," below). If the schedules and other documents are not prepared and ready to be filed at the same time the petition is filed, Bankruptcy Rule 1007(c) allows 15 days for completing and filing them. The mailing list, however, must accompany the petition. Fed. R. Bankr. P. 1007(c). Moreover, in a case under chapter 9, 11, 12, or 13 of the Code, a plan for repaying creditors must be filed according to the time limits and criteria set forth in 11 U.S.C. §§ 941, 1121, 1221, 1321, and Bankruptcy Rules 3015, 3016.

By signing, filing, or submitting a petition, schedule, statement, or other paper with the court, the debtor and the debtor's attorney (if any) are certifying — to the best of each person's knowledge, information and belief, formed after an inquiry reasonable under the circumstances — that the petition, schedule, statement, or other paper meets the evidentiary and legal standards set out in Bankruptcy Rule 9011(b). Under the rule, each person also certifies that the petition, schedule, statement, or other paper is not being presented to the court for any improper purpose such as causing unnecessary delay or to harass. After notice and an opportunity to respond, the court may sanction violations of the rule. Fed. R. Bankr. P. 9011(c).

Before a bankruptcy case is commenced by an individual whose debts are primarily consumer debts, the clerk must give written notice to the individual that indicates each chapter of the Bankruptcy Code under which the individual may proceed. 11 U.S.C. § 342(b). The debtor may receive the notice by reading and signing a copy of procedural form 201, which is included in Part II of this Manual. (Consumer debts are debts incurred by individuals primarily for personal, family, or household purposes. 11 U.S.C. § 101(8).)

The signature block on Official Form 1 for individual chapter 7 consumer debtors includes a declaration that the debtor is aware of the debtor's right to proceed under chapters 7, 11, 12, and 13 and the relief available under each chapter. Exhibit B, which is to be completed by the attorney for individual consumer debtors, includes the attorney's declaration that the attorney has advised the debtor that the debtor may proceed under chapter 7, 11, 12, or 13 and has explained the relief available under each chapter. The declarations were added to Official Form 1 by section 322 of the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. 98-353.

In addition to the petition, lists, schedules, and statements, Bankruptcy Rule 1006(a) requires every petition to be accompanied by the filing fee required by law. See 28 U.S.C. § 1930(a). In certain cases, however, an individual debtor may file an application to pay the filing fee in installments. Fed. R. Bankr. P. 1006(b). Other miscellaneous fees have been prescribed in the Bankruptcy Court Miscellaneous Fee Schedule issued in accordance with 28 U.S.C. § 1930(b). (See "Filing Fee" below).

The filing of a petition "operates as a stay, applicable to all entities." 11 U.S.C. § 362(a). This stay takes effect automatically, immediately upon the filing of a petition. The automatic stay essentially places a freeze on the collection of debts incurred before the filing of the petition. Creditors must cease all existing collection activities and are forbidden to initiate new ones. Section 362 provides a list of specific actions from which the debtor and the debtor's property are protected under the stay, as well as various exceptions to the stay.

It is important to remember that the filing of a bankruptcy case is a public transaction. The information on file with the court will remain open to review by any entity, including any person, estate, trust, governmental unit, and the United States trustee. 11 U.S.C. §§ 101, 107. In many bankruptcy courts, papers filed in cases may be viewed on the court's Internet website in addition to being available for review in the clerk's office.

A debtor has a right to amend a voluntary petition as a matter of course at any time before the case is closed. Fed. R. Bankr. P. 1009(a). Bankruptcy Rule 1009(a) requires the debtor to give notice of any amendment to the trustee and to any entity affected by the amendment.

III. DIRECTIONS

United States Bankruptcy Court

Debtors must identify the judicial district in which they intend to file the petition, for example, "Eastern District of California." To find the correct name of the district, debtors may refer to the local telephone directory, which should have a listing in the blue pages for "United States Government." Debtors should look under category "C" for courts and locate the listing for "District Court for the . . ." The bankruptcy court will be listed under the district court. Some telephone directories may list courts for more than one federal judicial district. If a debtor is in doubt about the name of the district, the debtor should check with the bankruptcy court clerk's office before proceeding.

Names/Identification Numbers

Bankruptcy Rule 1005 requires a debtor filing a voluntary petition to "include the name, social security number and employer's tax identification number of the debtor and all other names used by the debtor within six years before filing the petition." For example, all names used by the debtor, including trade names, names used in doing business, former married name(s), and maiden name (if used within six years before filing the petition) should be furnished in the space provided. If there is not sufficient room for all such names on the form itself, the list should be continued on an additional sheet attached to the petition. The debtor's name also should be inserted at the top of the second page of Official Form 1.

Separate spaces are provided for the name, address, and other information on joint debtors filing bankruptcy together in a single (joint) case. Only a husband and wife may file a joint bankruptcy case. 11 U.S.C. § 302. If the bankruptcy case is filed by one person, a corporation, or a partnership, the "joint debtor" spaces on the petition should be left blank.

Official Form 1
continued

Complete information assists the creditors to (1) identify the debtor when they receive notices and orders, (2) comply with the automatic stay, (3) file a proof of claim, and (4) exercise other rights give to them by the Bankruptcy Code. It is important to ensure that all creditors know about the bankruptcy proceeding and are allowed to exercise their rights in the case. Debts owed to creditors who are not given proper notice of the bankruptcy may not be "discharged" or "forgiven," and the debtor may continue to be liable for their payment despite having completed the bankruptcy case. Therefore, it is essential to provide all means of identification of both the debtor and any joint debtor.

Addresses/Location of Principal Assets

The form requires both a street address and any separate mailing address, as well as any separate addresses used by a joint debtor. Thus, the debtor(s) must include the complete street address and mailing address, if different, in the appropriate boxes. Married debtors living together can write "same" in the joint debtor address box. If an individual, the debtor must state the county of residence in the boxes provided. If the debtor is a business, the debtor should state the county where the principal place of business is located. A business debtor should designate the location of the principal assets of the debtor, if different from the street address.

Venue

An individual generally should file a bankruptcy case in the federal judicial district in which the individual resides or maintains a domicile. In a business case, the debtor should file in the district in which the debtor maintains a domicile, a residence, a principal place of business, or in which the debtor's principal assets are located. If the debtor has not maintained a domicile, residence, principal place of business in the United States, or principal assets in the United States, in the district for the entire 180 days before filing the bankruptcy case, the debtor should file in the district in which its domicile, residence, principal place of business, or principal assets were located for the longest portion of the 180 days. 28 U.S.C. § 1408. This provision applies also to a corporation, partnership, or other entity. For this purpose, a corporation has a domicile in its state of incorporation. A corporation, partnership, or other entity also can file in any district in which its "affiliate," as defined in section 101 of the Bankruptcy Code, general partner, or partnership has a bankruptcy case pending. Debtors should check the appropriate box, to indicate the basis for the choice of venue.

Type of Debtor

A debtor can be an individual or individuals, a corporation, a partnership, a railroad, a stockbroker, or a commodity broker. (Bankruptcy Rule 1004 requires that all general partners consent to the petition; if they do not, the case must be filed as "involuntary," using Official Form 5.) If a debtor does not fit into any of these categories, a box labeled "other" is provided.

Nature of Debts

A consumer debt is defined in section 101 of the Bankruptcy Code as a debt incurred by an individual primarily for a personal, family, or household purpose. If the debtor is a corporation or partnership, the debtor should check the box marked "Business." Even in a case filed by an individual or married couple, if debt related to operation of a business predominates, the debtor should check the box marked "Business."

Small Business

A chapter 11 debtor that qualifies as a "small business" under section 101 of the Bankruptcy Code may elect special expedited treatment under chapter 11. If a debtor is a small business as defined in section 101 of the Bankruptcy Code, the court may order that a creditors' committee not be appointed, even if the debtor has not elected to be treated as a small business. The court may conditionally approve a disclosure statement and combine the final hearing on the disclosure statement with the confirmation hearing. A separate disclosure statement hearing is not mandatory. 11 U.S.C. §§ 1102(a)(3), 1125(f). In addition, the debtor has a shortened period of time (100 days from the date of the filing of the petition) within which only the debtor may file a plan. 11 U.S.C. § 1121(e). Accordingly, the form requires a small business debtor, filing under chapter 11, to identify itself by checking the appropriate box. Actual election to be treated as a small business is not required at the time the petition is filed, but the petition offers a small business chapter 11 debtor an opportunity to make the election at the commencement of the case by checking the appropriate, optional box.

Chapter or Section of Bankruptcy Code Under Which the Petition is Filed

Only a "person" (defined by section 101 of the Bankruptcy Code, to include an individual, partnership, and corporation) that resides or has a domicile, a place of business, or property in the United States, or a municipality, may be a debtor. 11 U.S.C. § 109(a). Section 109 of the Bankruptcy Code also states the eligibility requirements for filing under various chapters. Once a case is filed under a certain chapter, various rights and duties arise for both the debtor and creditors. Although the case can be converted to another chapter later in the proceeding, it is important to file under the chapter that best suits the debtor's needs, and under which the debtor is legally able to file. The following is a brief summary of the requirements of each chapter:

I. **Chapter 7:** A "person" (defined by section 101 of the Bankruptcy Code to include an individual, partnership, and corporation, but not a governmental unit) may be a debtor under chapter 7 only if that person is not a (1) railroad or (2) an insurance company, bank, small business investment company, or credit union, as specified in section 109(b) of the Bankruptcy Code. 11 U.S.C. § 109(b). Stockbrokers and commodity brokers can only file under this chapter, which contains special provisions governing their cases.

II. **Chapter 9:** Only a municipality or municipal corporation authorized by state law to file bankruptcy may be a debtor under chapter 9. 11 U.S.C. § 109(c).

Official Form 1
continued

III. Chapter 11: Only a person that may be a debtor under chapter 7 (except a stockbroker or a commodity broker) and a railroad may be a debtor under chapter 11. 11 U.S.C. § 109(d).

IV. Chapter 12: Only a "family farmer," as defined in section 101 of the Bankruptcy Code, with regular annual income may be a debtor under chapter 12. 11 U.S.C. § 109(f).

V. Chapter 13: Relief under chapter 13 is limited to an individual, or individual and spouse, with regular income, who owes (on the date of the filing of the petition) less than \$269,250 in unsecured debts (*i.e.*, those for which a creditor does not have a lien or, if the property on which a creditor has a lien is not worth enough to pay the creditor in full, that portion of the debt which exceeds the value of any pledged property, or "collateral") and less than \$807,750 in secured debts (*i.e.*, those for which a creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have a lien on the property). If the debt(s) or account(s) owed is contingent or unliquidated, chapter 13 may be available even to a debtor whose creditors assert that the debtor owes amounts higher than the limits set forth above. 11 U.S.C. § 109(e). (A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosigner on another person's loan, and that person fails to pay. A claim is unliquidated when the amount owed has not been determined.)

VI. Sec. 304--Case Ancillary to Foreign Proceeding: A case ancillary to a foreign proceeding that meets the criteria of 11 U.S.C. § 304 may be commenced by the filing of a petition with the bankruptcy court by a foreign representative.

Debtors should check the box that indicates the chapter or section of the Code under which the petition is filed.

Filing Fee

Every case requires the payment of a filing fee. Filing fees for all chapters of the Bankruptcy Code are prescribed in section 1930(a) of title 28, United States Code (28 U.S.C. § 1930(a)). As of January 1, 2000, the filing fee for a chapter 7 or chapter 13 case is \$155, a chapter 9 case is \$300, a chapter 11 case is \$800, and a chapter 12 case is \$200.

A person filing a bankruptcy case also must pay a \$30 administrative fee in addition to the filing fee prescribed under 28 U.S.C. § 1930(a). Chapter 7 debtors must also pay a \$15 trustee surcharge. These miscellaneous fees (\$30 administrative fee and \$15 trustee surcharge) are part of the Bankruptcy Court Miscellaneous Fee Schedule prescribed in accordance with 28 U.S.C. § 1930(b). Thus, the fees required to file a chapter 7 case total \$200, whereas the fees to file a chapter 13 case total \$185.

Bankruptcy Rule 1006 requires that an individual debtor either: 1) pay the fee with the filing of the petition or 2) file a completed application to pay the fee in installments. The court will consider and may approve a debtor's application to pay in installments. The rule limits the number of installments to four, and the final installment must be paid not later than 120 days after filing the petition. The court can extend the time of any installment, but the debtor must file a motion explaining the reason an extension is needed. In any case, the last installment must be paid not later than 180 days after filing the petition. The miscellaneous fees mentioned above may also be paid in installments.

To pay the fees in installments, Official Form 3 must be completed and filed with the petition. If the debtor will pay the fees in installments, the filing fee must be paid in full before the debtor or chapter 13 trustee may pay an attorney or any other person who renders services to the debtor in connection with the case. Fed. R. Bankr. P. 1006.

Check the appropriate box on Official Form 1 to indicate whether the fee is being paid or an application to pay in installments is being filed.

Statistical/Administrative Information

The debtor is requested to predict whether funds will be available for distribution to unsecured creditors by checking one of the two boxes provided. On the basis of the information provided by the debtor, the clerk may notify creditors in a chapter 7 case that it appears there are no assets from which they may be paid and it is unnecessary for them to file claims at that time.

The debtor is asked to indicate in the boxes provided the **estimated** number of creditors, amount of assets, and amount of liabilities. This information is used by the clerk to complete statistical reports that are required by law, see 28 U.S.C. § 604, and to advise the court of what to expect from the case in terms of size and time.

Prior Bankruptcy Case Filed Within Last 6 Years

Under section 727(a)(8) of the Bankruptcy Code, a debtor is not entitled to a chapter 7 discharge if the debtor has been granted a discharge in a chapter 7 or chapter 11 case begun within six years before the date of the filing of the petition. A chapter 7 discharge order eliminates a debtor's legal obligation to pay any debts (with some exceptions) that existed on the date the bankruptcy case was filed. Under section 727(a)(9) of the Code a debtor is not entitled to a chapter 7 discharge if the debtor received a discharge in a chapter 12 or 13 case commenced within six years before the date of the filing of the petition, unless (1) the plan payments totaled 100% of the allowed unsecured claims, or (2) the plan payments totaled 70% of such claims and the debtor proposed the plan in good faith and it was the debtor's best effort. Section 109(g) of the Bankruptcy Code restricts repeat filings at intervals shorter than 180 days under certain circumstances even if no discharge was granted.

Official Form 1
continued

Disclosure of earlier bankruptcy filings puts the court and any trustee on notice that an investigation may be needed. It is intended to alert the trustee to cases in which an objection to discharge pursuant to section 727(a)(8) or (a)(9) or a motion to dismiss under section 109(g) may be appropriate. The debtor may be called upon to explain the circumstances of having filed multiple cases. These may not prevent a discharge in the new case, but the court will need to make a determination based on the actual facts in each case.

The debtor is asked to state the location in which the prior bankruptcy case was filed, for example, "District of Maryland," in the space provided. The case number of the prior case and the date the petition was filed should be placed in the appropriate spaces. Debtors should be sure to list all prior bankruptcy cases and attach additional sheets, if necessary.

Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor

The information about pending, related bankruptcy cases signals the clerk to assign the case to the judge to whom any related case has been assigned. Debtors are requested to place the name of any spouse, partner, or affiliate that has a pending case (one that has not been closed) under the heading "Name of Debtor." The debtor should include the case number, date the petition was filed, relationship, district where case is pending, and the judge assigned to the case in the spaces provided. Additional sheets may be attached if there is more than one pending case.

Signatures

The section states that the debtor requests relief in accordance with the chapter of title 11 (the Bankruptcy Code) specified on the first page of the petition. Signing also indicates to the court that the debtor, in fact, is requesting relief under the Bankruptcy Code. Signing and filing combine to make the petition operative, that is, to make the petition a legally effective document.

Bankruptcy Rule 1008 requires all petitions to be verified or contain an unsworn declaration as provided in 28 U.S.C. § 1746. The unsworn declaration on page two of the petition conforms with section 1746, which permits the declaration to be made in the language provided with the same force and effect as a sworn statement. In other words, by signing the petition, the debtor(s) is (are) declaring, under penalty of perjury, that the information in the petition is true and correct.

The debtor(s) must sign the petition in the appropriate signature block on page 2, either the "Individual/Joint" section or the "Corporation/Partnership" section. The choice of signature block should be consistent with the debtor's response to "Type of Debtor" box on page 1. Unsigned papers shall be stricken unless the omission of the signature is corrected promptly after being called to the attention of the attorney or party. Fed. R. Bankr. P. 9011(a).

An individual debtor must sign on the top line of the "Individual/Joint" section and place the date on the bottom line. A married couple filing a joint case must sign and date the petition as "debtor" and "joint debtor." If the debtor is not represented by an attorney, the debtor should include the debtor's telephone number so court personnel, the trustee, other parties in the case, and attorneys representing other parties can contact the debtor concerning matters in the case. Although the debtor's telephone number should be stated in the petition if the debtor is not represented by an attorney, the telephone number is not included in the notice of the bankruptcy filing that is sent to all creditors.

The signature section for individual and joint chapter 7 consumer debtors includes a declaration that the debtors are aware of their right to proceed under chapters 7, 11, 12, and 13 of the Code and of the relief available under each chapter. Procedural form B 201, which is included in Part II of this Manual, summarizes the relief available under each chapter. Consumer debts are debts incurred by individuals primarily for personal, family, or household purposes. 11 U.S.C. § 101(8).

There is a separate signature block for debtors that are corporations or partnerships. Individual and joint debtors should leave this section blank. The individual authorized by the debtor entity (the corporation or partnership) to file the petition should sign the petition and include the individual's title and the date on the lines provided. By signing the petition, the authorized individual is representing that the information in the petition is true and correct, and that the individual has been authorized to file the petition on behalf of the debtor. A corporation that files a bankruptcy case must be represented by an attorney. Certain corporate debtors filing chapter 11 petitions must also complete Exhibit A discussed below.

Signature of Attorney

If an attorney is representing the debtor in the bankruptcy case, the attorney must sign and date the petition and set out the attorney's name, address, and telephone number in the spaces provided. If a law firm is representing the debtor, the attorney in the firm who is handling the case should sign and date the petition and set out the attorney's name as well as the law firm's name, address, and telephone number. Fed. R. Bankr. P. 9011(a). Debtors who are not represented by an attorney should leave this section blank.

Exhibit A

The debtor is required to complete and file Exhibit A only if the debtor is a corporation requesting relief under chapter 11 and if the debtor is required to file periodic reports with the Securities and Exchange Commission pursuant to section 13 or 15 of the Securities Exchange Act of 1934. If required, the debtor should check the box on page 2 and complete Exhibit A. The completed form supplies the SEC with information that the SEC needs to determine how actively (or whether) to monitor the chapter 11 case.

Official Form 1
continued

Exhibit B

Exhibit B, which is included in the petition itself, is to be signed by the attorney for individual consumer debtors. The exhibit, which is required by section 322 of the Bankruptcy Amendments and Federal Judgeship Act of 1984, Pub. L. 98-353, is a declaration that the

attorney has advised the debtor(s) that the debtor(s) may proceed under chapter 7, 11, 12, or 13 of the Code and that the attorney has explained the relief available under each chapter. Debtors not represented by an attorney should leave Exhibit B blank. The signature section for chapter 7 consumer debtors includes a similar declaration by the debtors.

Certification of Non-Attorney Bankruptcy Petition Preparer

A bankruptcy petition preparer is required to sign the petition and disclose the requested information, such as name, Social Security number, address, and telephone number in the spaces provided. 11 U.S.C. § 110.

FORM 6. SCHEDULES

Summary of Schedules

- Schedule A - Real Property
- Schedule B - Personal Property
- Schedule C - Property Claimed as Exempt
- Schedule D - Creditors Holding Secured Claims
- Schedule E - Creditors Holding Unsecured Priority Claims
- Schedule F - Creditors Holding Unsecured Nonpriority Claims
- Schedule G - Executory Contracts and Unexpired Leases
- Schedule H - Codebtors
- Schedule I - Current Income of Individual Debtor(s)
- Schedule J - Current Expenditures of Individual Debtor(s)

Unsworn Declaration under Penalty of Perjury

GENERAL INSTRUCTIONS: The first page of the debtor's schedules and the first page of any amendments thereto must contain a caption as in Form 16B. Subsequent pages should be identified with the debtor's name and case number. If the schedules are filed with the petition, the case number should be left blank.

Schedules D, E, and F have been designed for the listing of each claim only once. Even when a claim is secured only in part or entitled to priority only in part, it still should be listed only once. A claim which is secured in whole or in part should be listed on Schedule D only, and a claim which is entitled to priority in whole or in part should be listed on Schedule E only. Do not list the same claim twice. If a creditor has more than one claim, such as claims arising from separate transactions, each claim should be scheduled separately.

Review the specific instructions for each schedule before completing the schedule.

Bankruptcy Forms Manual

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INSTRUCTIONS FOR COMPLETING OFFICIAL FORM 6, SCHEDULES**I. INTRODUCTION**

Schedules A, B, D, E, and F comprise the schedule of assets and liabilities. Schedules I and J constitute a schedule of current income and current expenditures for individual and joint debtors. On the schedules the debtor must disclose all relevant information concerning the debtor's assets, liabilities, and financial activities. The remaining schedules are: 1) Schedule C for listing the property the debtor claims as exempt, 2) Schedule G for listing executory contracts and unexpired leases, and 3) Schedule H for listing codebtors. When completed by the debtor, these forms -- combined with Official Form 7, Statement of Financial Affairs -- should contain all the information that the debtor has about the debtor's property, debts, and financial transactions.

II. APPLICABLE LAW AND RULES

These schedules must be used to comply with section 521(1) of the Bankruptcy Code and Rule 1007(b) of the Federal Rules of Bankruptcy Procedure (referred to as "Bankruptcy Rule" or "Fed. R. Bankr. P.") A debtor should not underestimate the importance of accurately reporting the required information. The eligibility of an individual debtor for a discharge of a debt may depend upon the accurate completion of the schedules. Debts that are not listed in the schedule in time the creditor to file an answer (in the form of a proof of claim or an objection) may not be dischargeable unless the creditors have notice or actual knowledge of the case. 11 U.S.C. § 523(a)(3).

The schedules require a complete listing of assets and liabilities, and many details may be investigated by the trustee assigned to the case. Section 521(3) of the Code requires the debtor to cooperate with the trustee, who can administer the estate more effectively by requiring the debtor to provide relevant documents, rather than relying only on the description in the schedules. Accordingly, the trustee may request copies of any documents concerning the debtor's property necessary to the administration of the estate.

Time Limits

Debtors in chapter 7, 11, 12, and 13 cases are required to file their schedules at the time they file their voluntary petitions. Bankruptcy Rule 1007(c) provides for an automatic (no motion is needed) 15-day extension, but only if the petition is accompanied by a list of all the creditors and their addresses.

Official Form 6
continued

If the debtor is unable to complete the schedules within the 15 days, the debtor must file a motion requesting the court to grant an order authorizing additional time. Fed. R. Bankr. P. 1007(c).

In an involuntary case, the chapter 7 or chapter 11 debtor must file the schedules within 15 days after the order for relief is entered. Any extension of this time period must be requested by motion. Fed. R. Bankr. P. 1007(c).

III. GENERAL DIRECTIONS

- 1) Although the summary page, entitled "Summary of Schedules" appears first, this page should not be completed until the rest of the schedules have been completed.
- 2) On the Summary of Schedules page, debtors should place the name of the district where the case will be filed in the space provided, for example, Eastern District of California.
- 3) Debtors are asked to place the debtor's name and, if known, the case number at the top of every page of each schedule and continuation sheet.
- 4) Generally, a creditor's claim will be listed only once in these schedules, even if the claim is secured only in part, or is entitled only in part to priority under section 507(a) of the Code, with the remainder of the claim to be treated as a general unsecured claim. For example, a partially secured creditor whose claim is reported in Schedule D (Creditors Holding Secured Claims) will be listed together with the value of the property securing the claim and a notation of the amount of any unsecured portion of the claim. Information concerning the unsecured portion should not be repeated in Schedule F (Creditors Holding Nonpriority Unsecured Claims). Any resulting overstatement of the amount owed on secured and priority claims as reported on the summary is offset by a corresponding understatement of the amount owed on unsecured claims.
- 5) The debtor must not exclude any debts from the schedules, even those that the debtor intends to repay, such as loans from relatives or friends. The forms require the listing of all creditors, whether or not the debtor intends to repay those creditors after bankruptcy.
- 6) If a debtor has no property or no creditors in a particular category, an affirmative statement to that effect is required, such as "None." Married debtors should indicate whether property is jointly or separately owned and whether spouses are jointly or separately liable for debts, using the columns provided in the schedules.
- 7) A schedule can be amended at any time before the case is closed. Fed. R. Bankr. P. 1009. The clerk of court is required to collect a fee for filing an amendment to the schedules of creditors. Accordingly, it is in the debtor's best interest to use sufficient care to make the schedules as complete and accurate as possible.

8) The signed originals of the schedules and the required number of additional copies should be filed with the clerk of the bankruptcy court. The debtor should check first with the bankruptcy clerk's office to find out how many copies are required. Generally, a court will require more copies in a chapter 11 case than in a chapter 7 or chapter 13 case.

9) If the debtor acquires an interest in certain types of property within 180 days after the petition has been filed -- an inheritance, for example -- the debtor is required to file a supplemental schedule within 10 days after learning of the acquired interest in property. If the acquired property is exempt, the debtor must claim the exemption in the supplemental filing. 11 U.S.C. § 541(a)(5); Fed. R. Bankr. P. 1007(h).

10) In a chapter 7 or chapter 9 case, the requirement of filing a supplemental schedule continues even after the closing of the bankruptcy case. In a chapter 11, 12, or 13 case, a supplemental schedule need not be filed for property acquired after a chapter 11 plan has been confirmed or a chapter 12 or 13 discharge has been granted. Fed. R. Bankr. P. 1007(h).

11) Schedules and statements filed in a pending chapter 7 case are deemed filed in a converted case, unless the court directs otherwise. Fed. R. Bankr. P. 1007(c). For example, this circumstance may arise if a pending chapter 7 case is converted to a case under another chapter of the Bankruptcy Code.

WHAT FOLLOWS ARE INDIVIDUAL INSTRUCTIONS FOR EACH SCHEDULE. THEY ARE DESIGNED TO SUPPLEMENT THE DIRECTIONS PRINTED ON THE FORMS THEMSELVES.

Bankruptcy Forms Manual

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United States Bankruptcy Court

District Of _____

In re _____
Debtor

Case No. _____

Chapter _____

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts from Schedules D, E, and F to determine the total amount of the debtor's liabilities.

AMOUNTS SCHEDULED					
NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property			\$		
B - Personal Property			\$		
C - Property Claimed as Exempt					
D - Creditors Holding Secured Claims				\$	
E - Creditors Holding Unsecured Priority Claims				\$	
F - Creditors Holding Unsecured Nonpriority Claims				\$	
G - Executory Contracts and Unexpired Leases					
H - Codebtors					
I - Current Income of Individual Debtor(s)					\$
J - Current Expenditures of Individual Debtor(s)					\$
Total Number of Sheets of ALL Schedules >					
			Total Assets >	\$	
				Total Liabilities >	\$

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INSTRUCTIONS FOR COMPLETING SUMMARY OF SCHEDULES

Although the summary page, entitled "Summary of Schedules" appears first, this page should not be completed until the rest of the schedules have been completed. Upon completion of each schedule, debtors should place, in the spaces provided, the totals of the (1) number of sheets of each schedule, and, where applicable, the totals of (2) assets, (3) liabilities, (4) current income of individual debtors, and (5) current expenditures of individual debtors.

After completing the Summary of Schedules, debtors should complete the Declaration Concerning Debtor's Schedules.

Bankruptcy Forms Manual

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Form BSA
(6/90)

In re _____
Debtor

Case No. _____
(If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM

Total ▶
(Report also on Summary of Schedules.)

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INSTRUCTIONS FOR COMPLETING SCHEDULE A -- REAL PROPERTY

1) In the legal world, there are two kinds of property, "real property," which is real estate, and "personal property," which is everything else; such as cash, car, clothes, books, furniture, dishes, stocks, bonds, pets, etc. This Schedule A is only concerned with real property. Personal property is covered by Schedule B.

2) Ordinarily, a street address should be listed in the column entitled "Description and Location of Property," unless there is no street address or, if, for any reason, a street address would not accurately state the property's location. If the debtor holds no interest in real property, the debtor should write "None" in this column, place \$0 in the space marked "Total", report the total \$0 on the Summary of Schedules, and proceed directly to Schedule B.

3) In the column entitled "Nature of Debtor's Interest in Property," the debtor should describe the interest such as "owner," "holder of life estate," etc. An interest in property can be legal (such as when the debtor holds title, either alone or with another), equitable (such as when the debtor is the purchaser under a land contract), or future (such as when the debtor is the holder of a remainder interest subject to a life estate granted to another). If the interest is a leasehold, see Instruction 8, below.

4) Married debtors should indicate whether the property is jointly owned or separately owned, using the column marked "Husband, Wife, Joint, or Community." Married debtors are asked to place an "H," "W," "J," or "C" in this column.

5) In the column entitled "Current Market Value. . .," the debtor should list the market value of the debtor's interest in the property without deducting the amount of any secured claim that may exist. In simple terms, this usually means the full market value should be listed.

If there is real property owned by a partnership in which the debtor is a partner, or owned simply with another individual who is not the debtor's spouse and without survivorship rights, it may be appropriate to list a value that represents only the debtor's proportional interest. Any listing of less than the full value of any property must be fully explained. If the debtor holds a life estate, its value must be stated. (This may be difficult to determine, and legal or other expert assistance may be needed). The debtor is asked to place the total dollar amount in the space provided.

6) Debtors should make sure that any market value listed in this schedule is consistent with the market value stated on Schedule C (Property Claimed as Exempt) and Schedule D (Creditors Holding Secured Claims).

7) In the column labeled "Amount of Secured Claim," debtors should list any entity that the debtor believes has a lien or holds a secured interest in any of the listed real property and state the amount of the secured claim. If no entity holds a secured interest in the real property, debtors should write "None" in the column.

Official Form 6
continued

8) Executory contracts and unexpired leases should not be included in this form; Schedule G is specifically designed for them. If the debtor is unsure which category fits the property and the debtor's interest in it, the debtor should list the property in both places. Schedule G contains definitions of both "executory contract," and "unexpired lease." These terms can be subject to varying interpretations, however, and a debtor holding such assets should seek expert counsel before filing a bankruptcy case.

9) Individual debtors and joint debtors should list the amount of any exemptions they claim with respect to real property on Schedule C.

10) Debtors should place the total dollar amount of the current market value of all real property in the space provided on Schedule A and report the total dollar amount on the Summary of Schedules.

Form B6B
(10/89)

In re _____ Case No. _____
Debtor (If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "X" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether husband, wife, or both own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petitioner is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property."

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand. 2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and home-stead associations, or credit unions, brokerage houses, or cooperatives. 3. Security deposits with public utilities, telephone companies, landlords, and others. 4. Household goods and furnishings, including audio, video, and computer equipment. 5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles. 6. Wearing apparel. 7. Furs and jewelry. 8. Firearms and sports, photographic, and other hobby equipment. 9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each. 10. Annuities. Itemize and name each issuer.				

Form U6B-Cont.
(10/89)

In re _____
Debtor (If known)

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	BUSINESS WITH OR EXEMPTION?	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
<p>11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.</p> <p>12. Stock and interests in incorporated and unincorporated businesses. Itemize.</p> <p>13. Interests in partnerships or joint ventures. Itemize.</p> <p>14. Government and corporate bonds and other negotiable and non-negotiable instruments.</p> <p>15. Accounts receivable.</p> <p>16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.</p> <p>17. Other liquidated debts owing debtor including tax refunds. Give particulars.</p> <p>18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.</p> <p>19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.</p> <p>20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.</p> <p>21. Patents, copyrights, and other intellectual property. Give particulars.</p> <p>22. Licenses, franchises, and other general intangibles. Give particulars.</p>				

Form B01-cont.
(10/97)

In re _____
Debtor (If known)

Case No. _____

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	N O N E	DESCRIPTION AND LOCATION OF PROPERTY	MARRIAGE, DEED, JOINT, OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH- OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
23. Automobiles, trucks, trailers, and other vehicles and accessories.				
24. Boats, motors, and accessories.				
25. Aircraft and accessories.				
26. Office equipment, furnishings, and supplies.				
27. Machinery, fixtures, equipment, and supplies used in business.				
28. Inventory.				
29. Animals.				
30. Crops - growing or harvested. Give particulars.				
31. Farming equipment and implements.				
32. Farm supplies, chemicals, and feed.				
33. Other personal property of any kind not already listed. Itemize.				

continuation sheets attached

Total >

\$

(Include amounts from any continuation
sheets attached. Report total also on
Summary of Schedules.)

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INSTRUCTIONS FOR COMPLETING SCHEDULE B -- PERSONAL PROPERTY

- 1) Schedule B is used for reporting all the debtor's interests in personal property except executory contracts and unexpired leases. Anything the debtor owns that is not real property is considered personal property. Thus, all property in the debtor's estate that is not real property should be listed on the form.
- 2) A general description of the column labeled "Type of Property" is set forth below:
 1. Cash on hand is limited to the amount the debtor has in his or her possession at the date the petition is filed.
 2. The category "Checking, savings or other . . ." includes all financial accounts owned by the debtor.
 3. The category "Security deposits with public utilities. . ." includes all credit accounts made with a landlord, utility (electric, gas, water, etc.), or telephone company, to secure ongoing occupancy or usage.
 - 4-8. These categories require a brief description of the types of items held, rather than an itemized description of each piece of property. Courts differ in the amount and degree of detail they require concerning these items. At a minimum, a debtor should list each major appliance separately and describe furniture, bedding, clothing, and similar possessions. Anything of unusual value should be mentioned separately. The market value of each item should be totaled, and one lump sum reported for each category, unless one item is of particular value or unique in some other way.
 - 9,10,12,13. Since these categories often include the rights and interests of third parties, the debtor is asked to use particular detail in describing the various interests, itemizing each particular piece of property. An "annuity" is a yearly payment of money, either for life or for a number of years.
 11. ERISA-qualified pension plans are excluded from the bankruptcy estate. Patterson v. Shumate, 112 S.Ct. 2242 (1992). Accordingly, a debtor's interest in such a plan should be reported with a statement that it is not part of the estate. To avoid misleading creditors or the trustee, no dollar value should be reported. However, it is the debtor's responsibility to ascertain whether the debtor's personal pension plan is ERISA-qualified.
 14. Examples of negotiable instruments include promissory notes, cashiers' checks, personal checks, and money orders. Non-negotiable instruments are those which can not be transferred simply by endorsement and/or delivery.

Official Form 6
continued

- 15-17. These are debts owed to the debtor. Items 15 and 16 ask the debtor to be specific. Item 17 request the debtor to list all monies owed to the debtor that are not included in Items 15 and 16 and, specifically, any expected tax refunds.
- 18-20. These categories include interests in personal property that may or will come into the possession of the debtor in the future.
- 21-22. Intellectual property may include such items as trademarks and trade secrets. Proceeds from royalties and licensing agreements should also be included on this form. The debtor is asked to be specific.
- 23-25. The debtor should list these items specifically, giving the maker, model, and year of car(s), other vehicles and accessories, and stating product names when possible.
- 26-28. If the debtor is a business, some of these categories, such as office equipment or fixtures, may be too numerous to describe fully. If this is the case, a more general description will suffice and can be supplemented with an attached inventory.
- 29-32. These categories include animals, crops, farming equipment, farming implements, and farm supplies. Items of particular value or unique in some other way should be listed separately.
33. Any other personal property not listed above should be listed in this category.
- 3) The debtor must declare on the schedule whether the debtor has any property in each category listed in the column labeled "Type of Property." If the debtor has no property in one or more of the categories, the debtor should place an "X" in the column marked "None." If the appropriate category is not listed, item 33 allows the debtor to list any miscellaneous items.
- 4) "Itemize" means to state each item or article separately. The debtor is only required to itemize when the schedule specifies to do so, or if a particular item is unique in some way.
- 5) If property of the debtor is being held by someone other than the debtor, that person's name and address should be included in the column entitled "Description and Location . . ."

6) The "current market value" describes the market value on the date the petition was filed. Value is not the same as the purchase price; rather it usually is a fraction of that. "Market value," is a term that is subject to interpretation and may vary with the nature of the market for particular items. The market for used clothing and household furnishings is very different from the market for blue chip stocks. For cars, the National Automobile Dealers Association (NADA) publishes current market values. The NADA book is available at public libraries and on the Internet. The values stated should be appropriate for the property described.

7) Debtors should make sure that the market values of the items of property listed in this schedule are consistent with those stated in Schedules C and D. While certain categories, such as cash, are easy to value, the correct market value of other categories may be more difficult to pinpoint. When the debtor cannot find the market value, the debtor should state the approximate amount, based on the market for the property, and include with the schedule a statement of the method of valuation used.

8) The debtor is not asked to list exemptions or secured claims in this form. Exemptions should be listed in Schedule C and secured claims in Schedule D.

9) Executory contracts and unexpired leases should be included in Schedule G, rather than on this form. However, if the debtor is not sure which category is correct for a particular item, the debtor should list the property in both forms.

10) Debtors should complete and attach continuation sheets if more space is needed.

11) Debtors are directed to place the total dollar amount of the current market value in the space provided, including the amounts from any continuation sheets.

12) Debtors should report the total dollar amount on the Summary of Schedules.

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Form 106C
(6-90)

In re _____ Case No. _____
 Debtor (If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor elects the exemptions to which debtor is entitled under:

(Check one box)

- 11 U.S.C. § 522(b)(1): Exemptions provided in 11 U.S.C. § 522(d). Note: These exemptions are available only in certain states.
- 11 U.S.C. § 522(b)(2): Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION

Bankruptcy Forms Manual

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**INSTRUCTIONS FOR COMPLETING SCHEDULE C
PROPERTY CLAIMED AS EXEMPT**

1) Individual debtors and joint debtors (individual debtors and their spouses) are entitled to claim certain property as exempt by law from the bankruptcy estate. Section 522(b) of the Bankruptcy Code gives a debtor the choice of claiming the so-called "federal bankruptcy" exemptions listed in section 522(d) or the exemptions provided under the law of the state in which the debtor resides. Section 522(b)(1), however, also authorizes any state to limit its citizens to the exemptions provided by the state. Residents of these "opt out" states may not claim the federal exemptions set forth in section 522(d), but only those authorized under state law and the various "non-bankruptcy" exemptions described below. Anyone planning to file a bankruptcy case must determine which exemptions are available, because claiming exemptions to which one is not entitled may result in the loss of the property and failing to claim an exemption to which a debtor is entitled can result in unnecessary loss of property.

The second category of exemptions are the state and other "non-bankruptcy" exemptions to which section 522(b)(2) refers. These exemptions may be contained in federal, state, or local laws. "Non-bankruptcy" simply means not contained in the Bankruptcy Code. Even in an "opt-out" state, it is important to check federal, state, and local laws, to see what exemptions are available.

Individual debtors and joint debtors should choose either the "federal bankruptcy" exemptions under section 522(b)(1), or the state and other nonbankruptcy exemptions provided for under section 522(b)(2), and place an "X" in the appropriate box at the top of the schedule. Individual debtors and joint debtors may not elect to split their exemptions between these two sections.

2) Exemptions are not available to a corporation, partnership, or any entity that is not an individual or an individual and his or her spouse. In these cases the debtor should include this form along with the rest of the schedules, with a notation of "Not Applicable."

3) The description of property on this form, as well as the market value, should correspond generally with the description on Schedule A or Schedule B. Many exemptions are limited to certain amounts of dollar value. It is important to know these limits when preparing the schedule. There also is a substantial body of case law on the subject of exemptions, which in any particular state or district may restrict or liberalize certain exemptions. A debtor should investigate the law governing exempt property in the state of residence and seek advice from a lawyer if valuable property is at stake. The location of property should not be included in this form.

Official Form 6
continued

4) As stated above, the debtor must choose the exemption law under which exemptions are claimed and state the choice at the top of the schedule. The debtor may choose either (1) section 522(d) of the Bankruptcy Code or (2) a state statute, local statute, or a constitutional provision. If choosing the Bankruptcy Code, the debtor should state for each item or category of items the exact section of the Code where the exemption exists, for example, 11 U.S.C. § 522(d)(4). Specify the provision of the Code or the law providing each exemption in the space provided.

5) The value of the claimed exemption is not always the same as the current market value of the property. The debtor should check the appropriate subsection of section 522 of the Bankruptcy Code, state law, or other applicable non-bankruptcy law for financial limitations on exemptions. Debtors are asked to state the dollar value of the claimed exemption in the space provided.

6) Debtors are instructed to state the current market value of the property in the space marked for that purpose. Debtors should not subtract the value of the claimed exemption.

Form B6D
(6/90)

In re _____
Debtor (if known)

Case No. _____

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and account number, if any, of all entities holding claims secured by property of the debtor as of the date of filing of the petition. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests. List creditors in alphabetical order to the extent practicable. If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT		UNLIQUIDATED		DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.									
		VALUE \$							
ACCOUNT NO.									
		VALUE \$							
ACCOUNT NO.									
		VALUE \$							
ACCOUNT NO.									
		VALUE \$							

_____ continuation sheets attached

Subtotal	\$
(Total of this page)	
Total	\$
(Use only on last page)	

Form BGD - Cont.
(6/78)

In re _____
Debtor

Case No. _____
(If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	HUSBAND, WIFE, PARTNER OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT			AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
				UNLIQUIDATED		DISPUTED		
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					
ACCOUNT NO.								
			VALUE \$					

Sheet no. _____ of _____ continuation sheets attached to Schedule of Creditors Holding Secured Claims

Subtotal >	\$
(Total of this page)	
Total >	\$
(Use only on last page)	
(Report total also on Summary of Schedules)	

**INSTRUCTIONS FOR COMPLETING SCHEDULE D
CREDITORS HOLDING SECURED CLAIMS**

1) The purpose of this schedule is to identify those creditors holding secured claims against property of the estate and the amount owed to them. Only creditors holding secured claims as of the date of the filing of the petition should be listed. The creditors listed will have the opportunity to file a Proof of Claim (Official Form 10), which will have the legal effect of superseding any conflicting information on this schedule. The claims listed on Schedule D should include all claims secured by any type of interest in either personal property or real property, including judgment and statutory liens, garnishments, mortgages, deeds of trust, and other security interests. Although the debtor should provide the most accurate information possible, the amounts of the claims sometimes cannot be stated with exact precision. It is crucial, however, that the names and addresses of all creditors be identified to enable the trustee and creditors to get a reasonably accurate account of the holders of secured claims.

Debtors are directed to place the creditor's name, mailing address, zip code, and account number in the spaces provided, and to use continuation sheets, if necessary. If the debtor has no creditors holding secured claims, the debtor should check the box provided on Schedule D and go on to the next schedule.

2) Secured Claim --- A claim is secured if the creditor has a lien on specific property of the debtor (collateral) that gives the creditor the right to seize that particular property if the debtor defaults in making payments to the creditor. A claim is secured only to the extent to which the value of the creditor's interest in the property equals the amount of the debt. Any amount not protected by collateral is unsecured. 11 U.S.C. § 506. Examples of liens are a mortgage on real estate and a security interest in a car, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien.

The existence of a third-person guarantor of a creditor's claim does not make that claim secured.

3) A debtor should list on this form all claims that are either partially or fully secured claims. A secured claim is any claim for which the creditor holds a security interest in the debtor's property, regardless of how small.

4) The debtor is directed to place an "X" in the column labeled "Codebtor" if an entity other than a spouse may be jointly liable on a claim. Debtors filing a joint petition should designate whether the husband, wife, both of them, or the marital community may be liable on each claim, by placing a "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

Official Form 6
continued

5) Debtors are directed to state the date the claim was incurred, nature of the lien, description, and market value of the property subject to the lien in the space provided. Debtors should state the market value in dollars.

6) If the claim is contingent, unliquidated, or disputed, debtors should place an "X" in one or more of the appropriate columns. Otherwise, leave these columns blank. A general definition of the terms "contingent, unliquidated, or disputed" is provided below.

Definitions:

Contingent Claim --- A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosignor on another person's loan, and that person fails to pay.

Unliquidated Claim --- An unliquidated claim is a claim the amount of which is not completely certain. The claim exists, but the amount is presently unknown. For example, a debtor may have been at fault in a car accident, but there is no judgment yet establishing the amount of the debtor's liability. The debtor will have to estimate the amount of such a claim and designate it as unliquidated.

Disputed Claim --- A claim is disputed when the debtor and creditor do not agree on the debtor's liability or on the amount of the debt.

These three columns are particularly important for the chapter 11 creditor in determining whether to file a proof of claim. 11 U.S.C. § 1111(a).

7) The column entitled "Amount of Claim Without Deducting..." asks the debtor to disclose, to the best of his or her knowledge, the total amount of the claim, unsecured and secured.

8) In the column entitled "Unsecured Portion..." the debtor should subtract the value of the collateral from the total amount of the claim, so that the secured and unsecured portions are highlighted and the same creditor need not be listed again, in Schedule F, for the unsecured part of the same claim.

9) Debtors should place the subtotal for the claims listed on each page — without deducting the value of the collateral — in the space provided at the bottom of each continuation sheet. Debtors should place the total of all secured claims on the last page only and report the total on the Summary of Schedules in the column marked "Liabilities."

Form 906
(Rev. 4/98)In re _____
DebtorCase No. _____
(if known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name and mailing address, including zip code, and account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether husband, wife, both of them or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotal" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Repeat this total also on the Summary of Schedules.

Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

Extensions of credit in an involuntary case

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

Wages, salaries, and commissions

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$4,300* per person earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

Contributions to employee benefit plans

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

Certain farmers and fisherman

Claims of certain farmers and fishermen, up to \$4,300* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

Deposits by individuals

Claims of individuals up to \$1,950* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

In re _____,
Debtor

Case No. _____
(if known)

Alimony, Maintenance, or Support

Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. § 507(a)(7).

Taxes and Certain Other Debts Owed to Governmental Units

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

Commitments to Maintain the Capital of an Insured Depository Institution

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

* Amounts are subject to adjustment on April 1, 2001, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

_____ continuation sheets attached

Form B6E - Cont.
(10/89)

In re _____
Debtor (if known)

Case No. _____

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS
(Continuation Sheet)

TYPE OF PRIORITY

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CREDITOR HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	TYPE OF PRIORITY			AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
			CONTINGENT	UNLIQUIDATED	DISPUTED		
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							

Sheet no. _____ of _____ sheets attached to Schedule of Creditors Holding Priority Claims

Subtotal \$ _____
(Total of this page)
Total \$ _____

(Use only on last page of the completed Schedule E.)
(Report total also on Summary of Schedules)

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**INSTRUCTIONS FOR COMPLETING SCHEDULE E
CREDITORS HOLDING UNSECURED PRIORITY CLAIMS****I. INTRODUCTION**

This schedule lists the types of unsecured claims that are entitled to priority. It requests the debtor to indicate the existence of claims in each category. Unsecured debts are those for which the creditor does not have a lien or other collateral.

Those claims that are considered "priority" are specified in section 507 of the Bankruptcy Code. They are given an order of importance, and they enjoy priority in payment over other unsecured claims. Frequently, unsecured priority claims are subject to monetary restrictions that must be taken into account in this form. For example, under section 507(a)(4) of the Bankruptcy Code, contributions to employee benefit plans enjoy priority status, but only to the extent of the number of employees covered by each plan multiplied in 1999 by \$4,300. (These amounts were adjusted on April 1, 1998, to reflect changes in the Consumer Price Index (CPI) and will be readjusted every three years thereafter). A debtor must be careful to take into account any restrictions imposed on unsecured priority claims when filling out this form. This schedule asks for both the total amount of the claim and the amount of that claim that is entitled to priority under section 507 of the Bankruptcy Code.

II. APPLICABLE LAW AND RULES**Types of Priority Claims:**

- 1) Not included in this form but first on the priorities list are administrative expenses, fees, and charges incurred by the estate during the bankruptcy case. 11 U.S.C. § 507(a)(1). Those who are entitled to payment under this section are not deemed "creditors" in the bankruptcy case. The bulk of administrative expense claims arise after the case is filed. Accordingly, the amounts incurred, and often the identity of many who eventually become claimants, are unknown at the time the schedules are filed.
- 2) The second priority is afforded to claims under 11 U.S.C. § 507(a)(2) of the Bankruptcy Code to the group frequently known as "involuntary gap" creditors. Involuntary gap creditors are those whose claims arise in an involuntary case during the "gap" between the commencement of the case and the earlier of the appointment of a trustee or the order for relief. These claims are allowable under section 502(f) of the Bankruptcy Code.

Official Form 6
continued

3) Section 507(a)(3) gives third priority to unpaid wages, salaries, and commissions earned by employees of the debtor within 90 days before the earlier of the date of the filing of the petition or the date the debtor ceased doing business. The maximum amount that any employee could claim under this priority in 1999 is \$4,300, an amount that was adjusted in 1998 to reflect changes in the CPI and will be readjusted every three years thereafter. The remainder of the claim is a general, unsecured claim.

4) Under section 507(a)(4) of the Bankruptcy Code, the priority for contributions to employee benefit plans has the same monetary restrictions as wages, salaries, and commissions, limiting the portion of the claim entitled to priority to \$4,300 per employee in 1999, less any amount entitled to priority under § 407(a)(3). The contributions are those that were payable for services rendered within 180 days before the filing of the petition or the date the debtor ceased doing business, whichever occurs first.

5) Section 507(a)(5) of the Bankruptcy Code provides priority for a farmer in the business of raising or producing grain against a debtor who operates grain storage facilities, as well as for a United States fisherman against a debtor who operates a fish storage or processing facility. Both types of claims must arise from the sale, conversion, or consignment of these commodities to the debtor, and the priority does not exceed \$4,300 per farmer or fisherman.

6) Section 507(a)(6) of the Bankruptcy Code gives priority status to a claim by an individual who made a deposit with the debtor, before the bankruptcy case was filed, for the purchase of either property or services, and "lost the deposit," never having received the property or services in return for payment. Examples are deposits for furniture that was ordered but never delivered and prepaid "memberships" in gyms or health clubs. The deposit is money owed for goods or services that have not been rendered. The maximum amount entitled to priority for such a claim is \$1,950 per individual.

7) Section 507(a)(7) of the Bankruptcy Code gives priority status to claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in this section. Some restrictions apply to this priority, and debtors should read section 507(a)(7) carefully before completing this form.

8) Sections 507(a)(8) and 507(a)(9) of the Bankruptcy Code give priority status to claims for unpaid taxes and debts owed to federal, state, or local governments, and claims against certain defined debtors for commitments to the federal bank insurance companies, such as the FDIC. Taxes that are collateralized by a lien on property should not be included in this form. Tax liens should be reported on Schedule D. Sections 507(a)(8) and 507(a)(9) provide a long list of restrictions on the priority of taxes which a debtor should read carefully.

III. DIRECTIONS

If no unsecured priority claims exist, a debtor should place an "X" in the box located just above the line entitled "Types of Priority Claims." The debtor should check the box next to as many types of priority claims as exist against the debtor. Debtors should be sure to complete at least one separate continuation sheet for each type of priority claim that exists against the debtor. Debtors are asked to place the type of priority on the line provided at the top of the form. It is helpful if the creditors on each schedule are listed alphabetically. Debtors should be sure to include the creditor's name, mailing address, zip code, and the account number in the spaces provided.

Debtors are asked to place an "X" in the column labeled "Codebtor" if an entity, other than a spouse, may be jointly liable on a claim. Debtors filing a joint petition should designate whether the husband, wife, both of them, or the marital community may be liable on each claim, by placing a "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

Debtors are instructed to state the date the claim was incurred and the consideration for the claim in the space provided. In other words, the debtor should state what the debtor received in exchange for the claim such as, "goods purchased," or "hours worked," or "cash deposited."

If the claim is contingent, unliquidated, or disputed, the debtor should place an "X" in one or more of the appropriate columns. Otherwise, leave these columns blank. A general definition of the terms "contingent, unliquidated, or disputed" is provided below.

Definitions:

Contingent Claim --- A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosignor on another person's loan, and that person fails to pay.

Unliquidated Claim --- An unliquidated claim is a claim the amount of which is not completely certain. The claim exists, but the amount is presently unknown. For example, a debtor may have been at fault in a car accident, but there is no judgment yet establishing the amount of the debtor's liability. The debtor will have to estimate the amount of such a claim and designate it as unliquidated.

Disputed Claim --- A claim is disputed when the debtor and creditor do not agree on the debtor's liability or on the amount of the debt.

These three columns are particularly important for the chapter 11 creditor in determining whether to file a proof of claim. 11 U.S.C. § 1111(a).

Official Form 6
continued

Debtors are directed to place the amount of the claim in the space provided and place the subtotal at the bottom of each page. The total should appear only on the last continuation sheet. Debtors should report the total on the Summary of Schedules in the column labeled "Liabilities."

Debtors should place the amount entitled to priority in the last column. It is important to remember that many categories are restricted to certain dollar limits and, thus, the amount entitled to priority might not be the same as the total amount of the claim.

In re _____ Debtor _____

Case No. _____ (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBETOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED		AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL
						DISPUTED	
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
				Subtotal			\$
				(Total of this page)			\$
				Total			\$

Sheet no. ___ of ___ sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

(Use only on last page of the completed Schedule E.)

(Report total also on Summary of Schedules)

**INSTRUCTIONS FOR COMPLETING SCHEDULE F
CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

1) Schedule F requires the debtor to list creditors holding unsecured nonpriority claims, as of the date of the filing of the petition. Unsecured debts are those for which there is no lien on the debtor's property. If the debtor has no creditors holding unsecured nonpriority claims to report on this schedule, the debtor should check the box provided at the top of this form and proceed to the next schedule.

2) Unsecured nonpriority claims include all claims a creditor may have that are neither secured nor entitled to priority status under section 507 of the Bankruptcy Code. Generally, this schedule is used for the majority of the debts a debtor seeks to have discharged.

3) It is crucial for the debtor to list all remaining creditors on this form, because the debtor may be unable to receive a discharge of debt if the creditor was not properly scheduled and had no notice of the bankruptcy. 11 U.S.C. § 523(a). Claims listed on Schedules D and E should not be listed again on this form.

4) Although not required by law, it is strongly urged that the debtor place the creditors on this form in alphabetical order. Continuation sheets should be used if more space is needed.

5) The most important aspect of this form is the listing of the creditors and their complete addresses, including zip codes. Debtors should include their account numbers with each creditor, such as credit card account, department store account, etc., if applicable. If multiple addresses exist, the debtor should repeat the creditor's name and list each address in the spaces provided. Debtors should not repeat the description and amount of the debt, but note that the debt is the "same as above" or similar appropriate statement. (Multiple addresses should be included in the mailing list or mailing matrix, using a separate entry and repeating the creditor's name for each address.)

6) Debtors are instructed to place an "X" in the column labeled "Codebtor" if an entity other than a spouse may be jointly liable on a claim. Debtors filing a joint petition should designate whether the husband, wife, both of them, or the marital community may be liable on each claim, by placing a "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

7) Debtors are directed to state the date the claim was incurred and the consideration for the claim in the space provided. In other words, debtors should state what the debtor received in exchange for the claim such as, "goods purchased" or "extension of credit," or "medical treatment."

Official Form 6
continued

8) If a claim is subject to setoff, the debtor is required to state that fact on the form. A "setoff" is when part of the debt owed by the debtor to the creditor is "canceled out" by a pre-existing debt owed by the creditor to the debtor. Since certain pre-petition setoffs taken by a creditor may be subject to recovery by the bankruptcy estate, it is important that all setoffs be accounted for on this form.

9) If the claim is contingent, unliquidated, or disputed, the debtor should place an "X" in one or more of the appropriate columns. Otherwise, leave these columns blank. General definitions of the terms "contingent," "unliquidated," and "disputed" are provided below.

Definitions:

Contingent Claim --- A claim is contingent if the debtor's liability depends on the occurrence of a certain event, such as where the debtor is a cosignor on another person's loan, and that person fails to pay.

Unliquidated Claim --- An unliquidated claim is a claim the amount of which is not completely certain. The claim exists, but the amount is presently unknown. For example, a debtor may have been at fault in a car accident, but there is no judgment yet establishing the amount of the debtor's liability. The debtor will have to estimate the amount of such a claim and designate it as unliquidated.

Disputed Claim --- A claim is disputed when the debtor and creditor do not agree on the debtor's liability or on the amount of the debt.

These three columns are particularly important a creditor in a chapter 11 case in determining whether to file a proof of claim. 11 U.S.C. § 1111(a).

10) The stated amount of each claim need not be exact, but it should be as precise as possible. If the only figure attainable is an approximation, this should be noted on the form, such as by adding "approx." after the amount.

11) Debtors whose debts have been sent to collection agencies or attorneys for collection may wish to add an appendix to this schedule listing the names and addresses of these entities or individuals, to ensure that they receive notice of the bankruptcy and refrain from attempting to collect debts. 11 U.S.C. § 362(a). (Any collection agency and every attorney collecting a debt on behalf of a creditor should also be listed in the mailing list or mailing matrix.)

12) Debtors should place a subtotal at the bottom of each continuation sheet and the total on the last continuation sheet. Debtors should report the total of all claims listed on this schedule in the Summary of Schedules in the column labeled "Liabilities."

Form 909
(10/99)

In re _____
Debtor

Case No. _____
(if known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described.

NOTE: A party listed on this schedule will not receive notice of the filing of this case unless the party is also scheduled in the appropriate schedule of creditors.

Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.

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**INSTRUCTIONS FOR COMPLETING SCHEDULE G
EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

Federal Rule of Bankruptcy Procedure 1007(b) requires the debtor to file a schedule of executory contracts and unexpired leases, unless the court orders otherwise. The Code does not define the term "executory contract." Generally, executory contracts are those contracts in which, to some extent, the obligations of both parties are unperformed, so that the failure of one party to complete performance would constitute a material breach excusing the performance of the other party. In re Texscan Corp, 976 F.2d 1269 (9th Cir. 1992). A body of case law has developed further defining "executory contracts" and determining whether particular types of contracts constitute executory contracts. Common types of executory contracts include orders for furniture and layaway arrangements at clothing stores.

Debtors that have no executory contracts or unexpired leases should check the box provided on the form and proceed to the next schedule.

The information on this schedule should not be repeated in the schedules of assets; however, parties listed on this schedule will not receive notice of the filing of the bankruptcy case, unless the party is also listed in the appropriate schedule of creditors. It is important to list the name, mailing address, and zip code of other parties to an executory contract or unexpired lease on this schedule and also on other appropriate schedules, if any party is a creditor or contingent creditor in the bankruptcy case.

All unexpired leases of either real or personal property are to be reported on this schedule, including any timeshare interests. The schedule requires the debtor to disclose specific information to assist the trustee in identifying leases which must be assumed within 60 days after the order for relief or be deemed rejected under section 365(d) of the Bankruptcy Code. Thus, it is important to state the description of the lease and the nature of the debtor's interest in the lease, such as "lessor" or "lessee."

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Form B6H
(6/90)

In re _____
Debtor

Case No. _____
(if known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by debtor in the schedules of creditors. Include all guarantors and co-signers. In community-property states, a married debtor not filing a joint case should report the name and address of the nondebtor spouse on this schedule. Include all names used by the nondebtor spouse during the six years immediately preceding the commencement of this case.

Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

[This page is blank]

INSTRUCTIONS FOR COMPLETING SCHEDULE H -- SCHEDULE OF CODEBTORS

This schedule is designed to provide the trustee and creditors with information about codebtors of all types other than spouses in joint cases. Generally, a codebtor is any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. The completed schedule provides information concerning nondebtor parties, such as guarantors, cosigners, and nondebtor spouses who are liable on a consumer loan, a mortgage, or other debt. In chapter 12 and chapter 13 cases, the completed schedule also indicates those persons who may be entitled to certain protections from creditor action under sections 1201 and 1301 of the Bankruptcy Code.

Debtors that have no codebtors should check the box provided and proceed to the next schedule.

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Form 1041
(9/90)

In re _____ Debtor

Case No. _____ (if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by a married debtor in a chapter 12 or 13 case whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE		
	NAMES	AGE	RELATIONSHIP
	DEBTOR		SPOUSE
Employment:			
Occupation			
Name of Employer			
How long employed			
Address of Employer			

Income: (Estimate of average monthly income)
Current monthly gross wages, salary, and commissions
(pro rate if not paid monthly.)
Estimated monthly overtime

DEBTOR	SPOUSE
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

SUBTOTAL

- LESS PAYROLL DEDUCTIONS
- a. Payroll taxes and social security
 - b. Insurance
 - c. Union dues
 - d. Other (Specify: _____)

\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

SUBTOTAL OF PAYROLL DEDUCTIONS

\$ _____	\$ _____
-----------------	-----------------

TOTAL NET MONTHLY TAKE HOME PAY

\$ _____	\$ _____
-----------------	-----------------

- Regular income from operation of business or profession or farm
(attach detailed statement)
- Income from real property
Interest and dividends
- Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above.
- Social security or other government assistance
(Specify) _____
- Pension or retirement income _____
- Other monthly income
(Specify) _____

\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____
\$ _____	\$ _____

TOTAL MONTHLY INCOME

\$ _____	\$ _____
-----------------	-----------------

TOTAL COMBINED MONTHLY INCOME \$ _____

(Report also on Summary of Schedules)

Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document:

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**INSTRUCTIONS FOR COMPLETING SCHEDULE I
SCHEDULE OF CURRENT INCOME OF INDIVIDUAL DEBTOR(S)**

The Bankruptcy Code requires all debtors to file a statement of current income and current expenditures. 11 U.S.C. § 521(1). Although the schedules contain forms on which individuals must report this information, no form is prescribed for a corporation or partnership. A corporation or partnership also must file a statement that provides the required information, but must devise its own form for this purpose.

The individual debtor should total the monthly income for the debtor and, in a joint case or a chapter 12 or chapter 13 case filed by a married debtor, the debtor's spouse and place the total on the line provided. The total combined monthly income should be placed on the form and reported on the Summary of Schedules under the column labeled "Other."

Debtors should include a description of any anticipated increase or decrease of over ten percent (10%) in any category that may occur within the year following the filing of Schedule I.

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Form 094
(6/90)

In re _____ Debtor _____

Case No. _____ (if known)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average monthly expenses of the debtor and the debtor's family. Pro rate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate.

Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

Rent or home mortgage payment (include lot rented for mobile home)	\$ _____
Are real estate taxes included? Yes _____ No _____	
Is property insurance included? Yes _____ No _____	
Utilities Electricity and heating fuel	\$ _____
Water and sewer	\$ _____
Telephone	\$ _____
Other _____	\$ _____
Home maintenance (repairs and upkeep)	\$ _____
Food	\$ _____
Clothing	\$ _____
Laundry and dry cleaning	\$ _____
Medical and dental expenses	\$ _____
Transportation (not including car payments)	\$ _____
Recreation, clubs and entertainment, newspapers, magazines, etc.	\$ _____
Charitable contributions	\$ _____
Insurance (not deducted from wages or included in home mortgage payments)	
Homeowner's or renter's	\$ _____
Life	\$ _____
Health	\$ _____
Auto	\$ _____
Other _____	\$ _____
Taxes (not deducted from wages or included in home mortgage payments) (Specify) _____	\$ _____
Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)	
Auto	\$ _____
Other _____	\$ _____
Other _____	\$ _____
Alimony, maintenance, and support paid to others	\$ _____
Payments for support of additional dependents not living at your home	\$ _____
Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$ _____
Other _____	\$ _____
TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules)	\$ _____

[FOR CHAPTER 12 AND 13 DEBTORS ONLY]

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income	\$ _____
B. Total projected monthly expenses	\$ _____
C. Excess income (A minus B)	\$ _____
D. Total amount to be paid into plan each _____	

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**INSTRUCTIONS FOR COMPLETING SCHEDULE J
SCHEDULE OF CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**

The Bankruptcy Code requires all debtors to file a statement of current income and current expenditures. 11 U.S.C. § 521(1). Although the Schedules contain forms on which individuals must report this information, no form is prescribed for a corporation or partnership. A corporation or partnership also must file a statement that provides the required information, but must devise its own form for this purpose.

Joint debtors should check the box at the top of the form only if the debtor's spouse maintains a separate household. In such a case, a separate schedule of expenses labeled "Spouse" should be completed.

After completing the schedule, the debtor should total the monthly expenses and report the total on the Summary of Schedules under the column labeled "Other." Upon the completion of all the schedules, the debtor should go back to the Summary of Schedules and total all columns before signing the Declaration Concerning Debtor's Schedules.

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Official Form 6-Cont.
(12/94)

In re _____ Case No. _____
Debtor (if known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date _____

Signature: _____
Debtor

Date _____

Signature: _____
(Joint Debtor, if any)

(If joint case, both spouses must sign.)

CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

Printed or Typed Name of Bankruptcy Petition Preparer _____

Social Security No. _____

Address _____

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

X _____
Signature of Bankruptcy Petition Preparer

_____ Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the _____ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the _____ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets, and that they are true and correct to the best of my knowledge, information, and belief. (Total shown on summary page plus 1.)

Date _____

Signature: _____

[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3

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**INSTRUCTIONS FOR COMPLETING
DECLARATION CONCERNING DEBTOR'S SCHEDULES**

After completing all the schedules and the Summary of Schedules, debtors should complete the Declaration Concerning Debtor's Schedules.

The schedules are a "document for filing" that may be prepared by a "bankruptcy petition preparer" as defined in 11 U.S.C. § 110. Accordingly, a signature line for such preparer is provided. In addition to signing, a bankruptcy petition preparer is required by section 110 to disclose the information requested. If more than one person prepared the document, additional signed sheets conforming to the certification on the Official Form must be attached for each person.

The authorized agent of a debtor corporation or debtor partnership should sign and date the declaration on behalf of the debtor.

[This page is blank]

United States Bankruptcy Court

_____ District Of _____

In re: _____

Case No. _____

(if known)

Debtor

Chapter _____

STATEMENT OF FINANCIAL AFFAIRS

This statement is to be completed by every debtor. Spouses filing a joint petition may file a single statement on which the information for both spouses is combined. If the case is filed under chapter 12 or chapter 13, a married debtor must furnish information for both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. An individual debtor engaged in business as a sole proprietor, partner, family farmer, or self-employed professional, should provide the information requested on this statement concerning all such activities as well as the individual's personal affairs.

Questions 1 - 15 are to be completed by all debtors. Debtors that are or have been in business, as defined below, also must complete Questions 16 - 21. If the answer to any question is "None," or the question is not applicable, mark the box labeled "None." If additional space is needed for the answer to any question, use and attach a separate sheet properly identified with the case name, case number (if known), and the number of the question.

DEFINITIONS

"In business." A debtor is "in business" for the purpose of this form if the debtor is a corporation or partnership. An individual debtor is "in business" for the purpose of this form if the debtor is or has been, within the two years immediately preceding the filing of this bankruptcy case, any of the following: an officer, director, managing executive, or person in control of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or self-employed.

"Insider." The term "insider" includes but is not limited to: relatives of the debtor; general partners of the debtor and their relatives; corporations of which the debtor is an officer, director, or person in control; officers, directors, and any person in control of a corporate debtor and their relatives; affiliates of the debtor and insiders of such affiliates; any managing agent of the debtor. 11 U.S.C. § 101.

I. Income from employment or operation of business

None State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the two years immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE (if more than one)

2. Income other than from employment or operation of business

None a. State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the two years immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT

SOURCE

3. Payments to creditors

None a. List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$600 to any creditor, made within 90 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
------------------------------	-------------------	-------------	--------------------

None b. List all payments made within one year immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATE OF PAYMENT	AMOUNT PAID	AMOUNT STILL OWING
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4. Suits and administrative proceedings, executions, garnishments and attachments

None a. List all suits and administrative proceedings to which the debtor is or was a party within one year immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT AND CASE NUMBER	NATURE OF PROCEEDING	COURT OR AGENCY AND LOCATION	STATUS OR DISPOSITION
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Note b. Describe all property that has been attached, garnished or seized under any legal or equitable process within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON FOR WHOSE BENEFIT PROPERTY WAS SEIZED	DATE OF SEIZURE	DESCRIPTION AND VALUE OF PROPERTY
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5. Repossessions, foreclosures and returns

Note List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR OR SELLER	DATE OF REPOSSESSION, FORECLOSURE SALE, TRANSFER OR RETURN	DESCRIPTION AND VALUE OF PROPERTY
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6. Assignments and receiverships

Note a. Describe any assignment of property for the benefit of creditors made within 120 days immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF ASSIGNEE	DATE OF ASSIGNMENT	TERMS OF ASSIGNMENT OR SETTLEMENT
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Note b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CUSTODIAN	NAME AND LOCATION OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None List all gifts or charitable contributions made within one year immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
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8. Losses

None List all losses from fire, theft, other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
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9. Payments related to debt counseling or bankruptcy

None List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within one year immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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10. Other transfers

- None a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF TRANSFEREE, RELATIONSHIP TO DEBTOR	DATE	DESCRIBE PROPERTY TRANSFERRED AND VALUE RECEIVED
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11. Closed financial accounts

- None List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE AND NUMBER OF ACCOUNT AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
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12. Safe deposit boxes

- None List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
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13. Setoffs

None List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
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14. Property held for another person

None List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
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15. Prior address of debtor

None If the debtor has moved within the two years immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
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The following questions are to be completed by every debtor that is a corporation or partnership and by any individual debtor who is or has been, within the two years immediately preceding the commencement of this case, any of the following: an officer, director, managing executive, or owner of more than 5 percent of the voting securities of a corporation; a partner, other than a limited partner, of a partnership; a sole proprietor or otherwise self-employed.

(An individual or joint debtor should complete this portion of the statement only if the debtor is or has been in business, as defined above, within the two years immediately preceding the commencement of this case.)

16. Nature, location and name of business

- None a. If the debtor is an individual, list the names and addresses of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the two years immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the two years immediately preceding the commencement of this case.
- b. If the debtor is a partnership, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities, within the two years immediately preceding the commencement of this case.
- c. If the debtor is a corporation, list the names and addresses of all businesses in which the debtor was a partner or owned 5 percent or more of the voting securities within the two years immediately preceding the commencement of this case.

NAME	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES OF OPERATION
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d. Identify any business listed in response to subdivision a., b., or c., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

NAME	ADDRESS
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17. Books, records and financial statements

- None a. List all bookkeepers and accountants who within the six years immediately preceding the filing of this bankruptcy case kept or supervised the keeping of books of account and records of the debtor.

NAME AND ADDRESS	DATES SERVICES RENDERED
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- None b. List all firms or individuals who within the two years immediately preceding the filing of this bankruptcy case have audited the books of account and records, or prepared a financial statement of the debtor.

NAME	ADDRESS	DATES SERVICES RENDERED
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None c. List all firms or individuals who at the time of the commencement of this case were in possession of the books of account and records of the debtor. If any of the books of account and records are not available, explain.

NAME	ADDRESS
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None d. List all financial institutions, creditors and other parties, including mercantile and trade agencies, to whom a financial statement was issued within the two years immediately preceding the commencement of this case by the debtor.

NAME AND ADDRESS	DATE ISSUED
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18. Inventories

None a. List the dates of the last two inventories taken of your property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory.

DATE OF INVENTORY	INVENTORY SUPERVISOR	DOLLAR AMOUNT OF INVENTORY (Specify cost, market or other basis)
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None b. List the name and address of the person having possession of the records of each of the two inventories reported in a., above.

DATE OF INVENTORY	NAME AND ADDRESSES OF CUSTODIAN OF INVENTORY RECORDS
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19. Current Partners, Officers, Directors and Shareholders

None a. If the debtor is a partnership, list the nature and percentage of partnership interest of each member of the partnership.

NAME AND ADDRESS	NATURE OF INTEREST	PERCENTAGE OF INTEREST
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None b. If the debtor is a corporation, list all officers and directors of the corporation, and each stockholder who directly or indirectly owns, controls, or holds 5 percent or more of the voting securities of the corporation.

NAME AND ADDRESS	TITLE	NATURE AND PERCENTAGE OF STOCK OWNERSHIP
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20. Former partners, officers, directors and shareholders

None a. If the debtor is a partnership, list each member who withdrew from the partnership within one year immediately preceding the commencement of this case.

NAME	ADDRESS	DATE OF WITHDRAWAL
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None b. If the debtor is a corporation, list all officers, or directors whose relationship with the corporation terminated within one year immediately preceding the commencement of this case.

NAME AND ADDRESS	TITLE	DATE OF TERMINATION
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21. Withdrawals from a partnership or distributions by a corporation

None If the debtor is a partnership or corporation, list all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised and any other perquisite during one year immediately preceding the commencement of this case.

NAME & ADDRESS OF RECIPIENT, RELATIONSHIP TO DEBTOR	DATE AND PURPOSE OF WITHDRAWAL	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
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* * * * *

[If completed by an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date _____

Signature _____
of Debtor

Date _____

Signature _____
of Joint Debtor
(if any)

CERTIFICATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document.

Printed or Typed Name of Bankruptcy Petition Preparer _____

Social Security No. _____

Address _____

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

X _____
Signature of Bankruptcy Petition Preparer

_____ Date

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 156.

[If completed on behalf of a partnership or corporation]

I, declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct to the best of my knowledge, information and belief.

Date _____

Signature _____

_____ Print Name and Title

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

_____ continuation sheets attached

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571

INSTRUCTIONS FOR COMPLETING OFFICIAL FORM 7**STATEMENT OF FINANCIAL AFFAIRS****I. INTRODUCTION**

The Statement of Financial Affairs provides a summary of the debtor's financial history, transactions, and operations over certain periods of time before the commencement of this case, as specified in the questions. It is important for debtors to pay special attention to these different time periods as requested in the items below. For example, when an item asks the debtor to list payments made to creditors within 90 days of the commencement of this case, that means the debtor should list only those payments to creditors made during the 90-day period before the date of the filing of the bankruptcy petition.

This form should be cross-checked for consistency with assets listed in Schedule A (real property), Schedule B (personal property), and Schedule G (executory contracts and unexpired leases).

The Statement of Financial Affairs must be completed by all debtors.

Items 1-15 should be completed by all debtors. In addition, items 16-21 are to be completed by debtors that are or have been in business. Official Form 7 provides definitions for the terms "in business" and "insider."

If the answer to any numbered item in the form is "None," or the question is not applicable, the debtor should mark the box labeled "None." In the event sufficient space is not provided to fully answer any questions, the debtor should use continuation sheets and attach them to the form. Each continuation sheet should be clearly marked with the corresponding number of the question from the form.

II. APPLICABLE LAW AND RULES

The Bankruptcy Code and Federal Rules of Bankruptcy Procedure (referred to as "Bankruptcy Rules" or "Fed. R. Bankr. P.") require a debtor to perform many duties. One such duty is to file a statement of financial affairs. 11 U.S.C. § 521(1); Fed. R. Bankr. P. 1007(b)(1). This statement must be filed with the bankruptcy petition in a voluntary case, or if the petition is accompanied by a list of all the creditors and addresses, within 15 days after the filing of the petition. Fed. R. Bankr. P. 1007(c). In an involuntary case, the debtor must file the statement of financial affairs within 15 days after the entry of the order for relief, *i.e.*, a court order that places the debtor in an involuntary bankruptcy case. *Id.*

An extension of time for filing the statement may be granted by the court only on motion for cause shown and on notice to the United States trustee, any committee, trustee, examiner, or other party as directed by the court. *Id.*

Official Form 7
continued

A statement filed before the case is converted to chapter 7 will be treated as filed in the chapter 7 case, unless the court directs otherwise. Fed. R. Bankr. P. 1019(1).

At any time before the case is closed, a statement of financial affairs may be amended by the debtor as a matter of course. Fed. R. Bankr. P. 1009(a). The debtor must give notice of the amendment to the trustee and any entity affected by the amendment.

III. DIRECTIONS

Items 1-15 are to be completed by all debtors.

1. Income from Employment or Operation of Business

This item requires the debtor to state the gross amount of income received from employment, trade, or profession, or from operation of the debtor's business. Debtors should note that the information is required for the following two time periods: (1) from the beginning of this calendar year to the date of the commencement of the case, and (2) two years before the calendar year in which the case is commenced. The form allows debtors to use a fiscal year rather than a calendar year, if necessary. The amount and source of the income should be listed for each time period. Spouses that have filed a joint petition should list the income for each spouse separately. Married chapter 12 and 13 debtors must list the income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

2. Income Other than from Employment or Operation of Business

All other income, other than from employment, trade, or profession, or from operation of the debtor's business, that the debtor received during the two years before the commencement of the case should be disclosed under item 2. This category may include, but is not limited to, income from tax refunds, Social Security and other public benefit payments, alimony, child support, interest, dividends, pensions, annuities, capital gains, money judgments from lawsuits, royalties, licenses, rents, leases, and subleases. The amount and source of the income should be listed in the space provided. Spouses that have filed a joint petition should list the income for each spouse separately. Married chapter 12 and 13 debtors must list the income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

3. Payments to Creditors

Item 3 directs the debtor to list payments to creditors within two specific time periods. Debtors should include payments to creditors on secured and unsecured debt. Married chapter 12 and 13 debtors must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

- a. All payments on loans, installment purchases of goods or services, and other debts, the total of which is more than \$600 paid to any creditor, made within 90 days before the commencement of the bankruptcy case, should be listed under item 3(a).
- b. All payments, made within one year before the commencement of the bankruptcy case that were made either to a creditor or for the benefit of a creditor who is or was an insider, should be listed under item 3(b). The definition of an "insider" appears on the form.

Each creditor should be listed separately with the date of each payment, amount of each payment, and balance still owing on the debt. The relationship of the creditor to the debtor should be disclosed under item 3(b).

4. Suits, Administrative Proceedings, Executions, Garnishments, and Attachments

In Item 4(a) the debtor must list all law suits and administrative proceedings, to which the debtor was a party within one year before filing the bankruptcy case. This includes, but is not limited to, divorce proceedings and state and federal administrative proceedings. Debtors must list each suit or administrative proceeding and case number separately, a description of the nature of the proceeding, the court or agency and location of the proceeding, and the status of any pending proceeding or the disposition (final result) of any proceeding. Married chapter 12 and 13 debtors must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Item 4(b) requests the debtor to describe all property that has been attached, garnished, or seized under any legal or equitable process within one year before the commencement of the bankruptcy case. This includes, but is not limited to, wage garnishments, tax liens, and workmens' liens. Debtors should list separately the name and address of each person or entity for whose benefit property was attached, garnished, or seized, the date of such action, and a description and value of the property. Married chapter 12 and 13 debtors must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

5. Repossessions, Foreclosures, and Returns

Debtors should list all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within one year before the commencement of the case. The name and address of each creditor or seller, the date of repossession, foreclosure, sale, transfer, or return, and a description and value of the property should be included. This item would include repossession or voluntary return of any personal property, such as vehicles, tools, or household goods, as well as foreclosure and sale of any real estate. Married chapter 12 and 13 debtors must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Official Form 7
continued

6. Assignments and Receiverships

Item 6(a) asks the debtor to describe any assignment of property for the benefit of creditors made within 120 days before the commencement of the case. The name and address of the assignee, date of assignment, terms of the assignment or settlement should also be described.

Married chapter 12 and 13 debtors must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Item 6(b) asks the debtor to list all property which has been in the hands of a custodian, receiver, or court-appointed official within one year before the commencement of the case. The name and address of the custodian, the name and location of the court, case title, case number, the date of the order, and a description and the value of the property should be included. This does not include a chapter 7 bankruptcy trustee. Married chapter 12 and 13 debtors must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

7. Gifts

The debtor must list all gifts or charitable contributions made within one year before the commencement of the case, except ordinary and usual gifts to family members that total less than \$200 in value per person and charitable contributions that total less than \$100 per recipient. The name and address of the person or organization, relationship to the debtor, date of the gift, and a description and the value of the gift must be listed. Item 7 includes both cash and non-cash items. Married chapter 12 and 13 debtors must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

8. Losses

Debtors must list all losses from fire, theft, other casualty, or gambling within one year before the commencement of the case or since the commencement of the case. Debtors should describe the property and state its value, describe the circumstances of the loss, and explain if any loss was covered in whole or in part by insurance. The date of the loss should also be included. Pending claims from insurance coverage should also be included on Schedule B. Married chapter 12 and 13 debtors must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

9. Payments Related to Debt Counseling or Bankruptcy

This item requires debtors to list all payments made to or property transferred by or on behalf of the debtor to any person, including attorneys and persons who are not attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law, or preparation of a bankruptcy petition within one year before the commencement of the case. Debtors are requested to include the name and address of the person or entity paid, the date of the payment, the name of the payor if other than the debtor, the amount of money paid or a description and value of the property.

10. Other Transfers

Item 10 requires the debtor to list all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within one year before the commencement of the case. The name and address of the person or entity that received the property, and the relationship to the debtor should be listed. Any security interest that meets the foregoing criteria should be listed. The date of the transfer, a description of the property transferred, and the value received should also be included. Married chapter 12 and 13 debtors must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

11. Closed Financial Accounts

In Item 11 the debtor must list all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within one year before the commencement of the case. These include checking, savings, or other financial accounts, certificates of deposit, or other instruments, shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses, and other financial institutions. Other examples include any Individual Retirement Accounts (commonly called "IRAs"), mutual funds, bonds, savings plans, and annuities. Debtors should list the name and address of the institution, type and number of the account, amount of the final balance, and the amount and the date of any sale or closing. Married chapter 12 and 13 debtors must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

12. Safe Deposit Boxes

Item 12 requires the debtor to list each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within one year before the commencement of the case. Debtors are asked to include the name and address of the bank or depository, the names and addresses of those with access to the box or depository, a description of the contents, and the date of any transfer or surrender. Married chapter 12 and 13 debtors must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

Official Form 7
continued

13. Setoffs

Item 13 asks the debtor to list all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within 90 days before the commencement of this case. A "setoff" is when part or all of a debt owed by the debtor to the creditor is "canceled out" by a pre-existing debt owed by the creditor to the debtor. Since certain pre-petition setoffs taken by a creditor may be subject to recovery by the bankruptcy estate, it is important that all setoffs be accounted for in this form. Debtors must include the name and address of the creditor, the date of setoff, and the amount of the setoff. Married chapter 12 and 13 debtors must include information concerning transactions of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.

14. Property Held for Another Person

Item 14 directs the debtor to list all property owned by another person that the debtor holds or controls. Debtors should list the name and address of the owner, a description and the value of the property, and the location of the property. Examples of this type of property may include property the debtor holds or controls in the capacity of a trustee, as a bailee, or property on consignment.

15. Prior Address of Debtor

Debtors that have moved within the two years before the commencement of the case must list all premises which the debtor occupied during that period and vacated prior to the commencement of the bankruptcy case. Spouses filing a joint petition should list any separate addresses individually for each spouse, including the name used and the dates of occupancy.

Questions 16 - 21:

Items 16-21 are to be completed by individual debtors, joint debtors, corporations, and partners (other than a limited partner) of a partnership that are or have been "in business," as defined on the form. An individual or joint debtor should complete items 16-21 **only** if the debtor is or has been in business, as defined on the form, within the two years before the commencement of the case. Care should be used to provide information for the years specified in each item. Additional sheets may be attached, if necessary. All non-business debtors should proceed to "Signatures of Debtors" below.

16. Nature, Location, and Name of Business

a. Individual debtors must list the names and addresses of all businesses in which the debtor was an officer, director, partner (other than a limited partner) of a partnership, or managing executive of a corporation, partnership, sole proprietorship, or a self-employed professional, within the two years before the filing of the voluntary bankruptcy petition or the order for relief

in an involuntary case. In addition, the debtor must list the names and addresses of all businesses in which the debtor owned five percent or more of the voting or equity securities, within the same two years before the commencement of the case.

b. Partnership debtors are asked to list the names and addresses of all businesses in which the debtor was a partner or owned five percent or more of the voting securities, within the two years before the commencement of the case.

c. Corporate debtors are asked to list the names and addresses of all businesses in which the debtor was a partner or owned five percent or more of the voting securities, within the two years before the commencement of the case.

All of the above types of debtors should state the name, address, nature of the business, and the beginning and ending dates of operation in the spaces provided.

17. Books, Records, and Financial Statements

a. Business debtors must list all bookkeepers and accountants who kept or supervised the keeping of books of account and records of the debtor, within the six years before the filing of the bankruptcy case. The name, address, and dates of services rendered should be placed in the space provided.

b. Business debtors must list all firms or individuals who have audited the books of account and records or prepared a financial statement of the debtor, within the two years before the filing of the bankruptcy case. The name, address, and dates of services rendered should be placed in the space provided.

c. All firms or individuals who were in possession of the books of account and records of the debtor, at the time of the commencement of this case, should be listed. The name and address of the firms or individuals should be placed in the space provided.

d. All financial institutions, creditors, and other parties, including mercantile and trade agencies, to whom the debtor issued a financial statement, within the two years before the commencement of the case, should be listed. The name and address of the entity and the date the financial statement was issued should be placed in the space provided.

18. Inventories

a. State the dates of the last two inventories taken of the debtor's property, the name of the person who supervised the taking of each inventory, and the dollar amount and basis of each inventory. Space is provided for the date of each inventory, the inventory supervisor, and the dollar amount. Debtors are asked to specify the cost, market or other basis.

Official Form 7
continued

b. State the name and address of the person having possession of the records of each of the two inventories reported in item 18(a) above. Space is provided to list the date of the inventory and the name and address of the custodian of the inventory records.

19. Current Partners, Officers, Directors, and Shareholders

a. Partnership debtors must list the nature and percentage of the partnership interest of each partner (member of the partnership), including general partners and limited partners. Space is provided to list the name and address, nature of the interest, and percentage of the partnership interest of each member of the partnership.

b. Corporate debtors must list all officers and directors of the corporation and each stockholder, who directly or indirectly owns, controls, or holds five percent or more of the voting securities of the corporation. Space is provided to list the name and address, title, and nature and percentage of stock ownership.

20. Former Partners, Officers, Directors, and Shareholders

a. Partnership debtors must list each partner (member of the partnership), including general partners and limited partners, that withdrew from the partnership within one year before the commencement of the case. Space is provided to list the name, address, and date of withdrawal.

b. Corporate debtors must list all officers or directors whose relationship with the corporation terminated within one year before the commencement of the case. Space is provided for the name and address, title, and date of termination.

21. Withdrawals from a Partnership or Distributions by a Corporation

Partnership debtors and corporate debtors must disclose all withdrawals or distributions credited or given to an insider, including compensation in any form, bonuses, loans, stock redemptions, options exercised, and any other benefit during one year before the commencement of the case. Space is provided to list the name and address of the recipient, relationship to the debtor, the date and purpose of the withdrawal, and the amount of money or a description and value of any applicable property.

Signatures of Debtors

It is very important that all debtors sign and date the Statement of Financial Affairs. Both spouses should sign in a joint case. By signing the Statement of Financial Affairs, the debtor(s) is declaring, under penalty of perjury, that the information in the form is true and correct.

Certification and Signature of Non-Attorney Bankruptcy Petition Preparer

The Statement of Financial Affairs is a "document for filing" that may be prepared by a "bankruptcy petition preparer" as defined in 11 U.S.C. § 110. Accordingly, a signature line for such preparer is provided. In addition to signing and dating the form, a bankruptcy petition preparer is required by section 110 to disclose the information requested. If more than one person prepared the document, additional signed sheets conforming to the certification on the Official Form must be attached for each person.

Signature of Individual Signing on Behalf of a Partnership or Corporation

There is also a section for the partnership or corporate debtor. Individuals and joint debtors should leave this space blank. The individual authorized by the debtor entity (partnership, corporation, etc.) to file the petition should sign the Statement of Financial Affairs on behalf of the debtor and include the individual's name, title, and the date on the lines provided. The authorized agent of a debtor corporation or debtor partnership should indicate the agent's position or relationship to the debtor. By signing the petition, the authorized individual is representing that the information in the Statement of Financial Affairs is true and correct.

Continuation Sheets

Debtors should count the number of continuation sheets and place that number in the space provided. Continuation sheets should be attached to the Statement of Financial Affairs.

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