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10 UNITED STATES DISTRICT COURT  
 11 EASTERN DISTRICT OF CALIFORNIA  
 12 FRESNO DIVISION

13 CARRIE HAWECKER and MICHELLE )  
 BROUSSARD, individually and on behalf of a )  
 14 class of similarly situated persons; )  
 )  
 15 Plaintiffs, )  
 16 vs. )  
 )  
 17 RAWLAND LEON SORENSEN, )  
 )  
 18 Defendant. )  
 19 \_\_\_\_\_ )

Case No. 1:10-cv-00085-JLT

20 UNITED STATES OF AMERICA, )  
 )  
 21 Plaintiff, )  
 22 vs. )  
 23 )  
 24 RAWLAND LEON SORENSEN, )  
 )  
 25 Defendant. )  
 26 \_\_\_\_\_ )

Case No. 1:11-cv-00511-JLT

**CONSENT DECREE**

**I. INTRODUCTION**

1. This action was filed on January 15, 2010, by Carrie Hawecker and Michelle Broussard (“Private Plaintiffs”) against Defendant Rawland Leon Sorensen (“the Defendant”) alleging violations of the Fair Housing Act, as amended, 42 U.S.C. §§ 3601–3631, as well as violations of California state law.
2. On March 25, 2011, a separate action was filed by the United States to enforce the Fair Housing Act. The United States alleges that the Defendant has engaged in a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act, and denial to a group of persons of the rights granted by the Fair Housing Act which denial raises an issue of general public importance.
3. Specifically, the United States and the Private Plaintiffs allege that, at least from 2002 through the present, the Defendant on multiple occasions subjected actual and prospective female tenants of his rental properties to discrimination on the basis of sex, including severe, pervasive, and unwelcome sexual harassment. Such conduct has included, but is not limited to:
  - a. Making unwelcome sexual advances and unwelcome sexual comments to female tenants and prospective tenants;
  - b. Exposing his genitals to female tenants and prospective tenants;
  - c. Entering the residences of female tenants without permission or notice;
  - d. Groping or otherwise touching female tenants on their breasts and buttocks without their consent;

- 1 e. Granting or offering to grant tangible housing benefits—such as reducing the rent,  
2 overlooking or excusing late or unpaid rent, purchasing new appliances for the  
3 rentals, and forestalling or terminating eviction proceedings—in exchange for sexual  
4 favors; and  
5  
6 f. Taking adverse housing actions against female tenants who have not granted or who  
7 would not continue to grant the requested sexual favors, including evicting or  
8 initiating eviction proceedings against such tenants in retaliation against them.

9 4. By the actions and statements described above, the United States and the Private  
10 Plaintiffs allege that the Defendant has:

- 11 a. Denied housing or otherwise made a dwelling unavailable because of sex in violation  
12 of 42 U.S.C. § 3604(a);  
13  
14 b. Discriminated in the terms, conditions, or privileges of rental of a dwelling, or in the  
15 provision of services or facilities in connection therewith, because of sex, in violation  
16 of 42 U.S.C. § 3604(b);  
17  
18 c. Made statements with respect to the rental of a dwelling that indicate a preference,  
19 limitation, or discrimination based on sex, in violation of 42 U.S.C. § 3604(c); and  
20  
21 d. Coerced, intimidated, threatened, or interfered with a person in the exercise or  
22 enjoyment of, or on account of their having exercised or enjoyed, their rights granted  
23 or protected by Section 804 of the Fair Housing Act, in violation of 42 U.S.C. § 3617.

24 5. The United States further alleges that the conduct of the Defendant constitutes:

- 25 a. A pattern or practice of resistance to the full enjoyment of rights granted by the Fair  
26 Housing Act under 42 U.S.C. § 3614(a); and  
27  
28

1 b. A denial to a group of persons of the rights granted by the Fair Housing Act, which  
2 denial raises an issue of general public importance under 42 U.S.C. § 3614(a).

3 6. The United States and the Private Plaintiffs allege that female tenants, prospective  
4 tenants, and persons associated with them have been injured by the Defendant's  
5 discriminatory conduct. Such persons are aggrieved persons as defined in 42 U.S.C.  
6 § 3602(i) and have suffered damages as a result of the Defendant's conduct.

7  
8 7. The United States and the Private Plaintiffs allege that the Defendant's conduct was  
9 intentional, willful, and/or taken in reckless disregard for the rights of others.

10 8. On April 22, 2011, the Court consolidated the actions by the United States and the  
11 Private Plaintiffs.

12  
13 9. By their signatures below, the parties hereby consent to the entry of this Consent Decree  
14 and the attached Judgment.

15 **ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:**

16 **II. GENERAL INJUNCTION**

17  
18 10. The Defendant, his agents, employees, successors and assigns, and all other persons in  
19 active concert or participation with them, are enjoined, with respect to the rental of  
20 dwellings, from:

21 a. Refusing to rent a dwelling unit, refusing or failing to provide or offer information  
22 about a dwelling unit, or otherwise making unavailable or denying a dwelling unit to  
23 any person because of sex;

24  
25 b. Discriminating against any person in the terms, conditions or privileges of renting a  
26 dwelling unit, or in the provision of services or facilities in connection therewith,  
27 because of sex;

- 1 c. Making, printing, publishing, or causing to be made any notice, statement or  
2 advertisement with respect to the rental of a dwelling unit that states any preference,  
3 limitation or discrimination based on sex; or  
4  
5 d. Coercing, intimidating, threatening or interfering with any person in the exercise or  
6 enjoyment of, or on account of having exercised or enjoyed, or on account of having  
7 aided and encouraged any other person in the exercise or enjoyment of, any right  
8 granted by the Fair Housing Act.

9 **III. INDEPENDENT MANAGER(S)**

- 10 11. The Defendant may retain ownership of the rental properties located at 3209 Oregon  
11 Street, 3226 Oregon Street (aka 1401 Vale Street), and 8905 Viola Street, all in  
12 Bakersfield, California (the “Subject Properties”). The Defendant has represented that at  
13 least one of the Subject Properties will continue to be operated as a residential rental  
14 property and that, after conveying his interest in the properties identified in paragraph 36  
15 and Appendix A, he will have no remaining financial or other interest in any other  
16 residential rental property.  
17  
18 12. The Defendant shall retain or otherwise enter into an agreement with an individual or  
19 individuals, approved in advance by the United States (hereinafter “Independent  
20 Manager(s)”), to manage all aspects of the rental and management of the Subject  
21 Properties. The Defendant must, within fifteen (15) days after the entry of this Consent  
22 Decree, identify a proposed Independent Manager(s) who is unrelated to him and who  
23 does not now work for him, and has not in the past worked for him, as a contractor or in  
24 any other capacity. The United States will have fifteen (15) days following the  
25 Defendant’s identification of a proposed Independent Manager(s) to notify the Defendant  
26  
27  
28

1 whether the Independent Manager(s) has been approved. If the United States does not  
2 approve the proposed Independent Manager(s), the Defendant will have fifteen (15) days  
3 from such notification to identify an alternate Independent Manager(s). This process will  
4 continue until an Independent Manager(s) is approved by the United States and,  
5 immediately thereafter, formally retained by the Defendant.  
6

7 13. If after retaining the Independent Manager(s) the Defendant wishes to change  
8 Independent Manager(s), the Defendant may do so, provided that any such subsequent  
9 Independent Manager(s) must also be approved in advance by the United States and  
10 comply with the requirements in this Consent Decree.  
11

12 14. The Independent Manager(s) shall maintain a place of business other than the  
13 Defendant's personal residence. No tenant shall be requested or required to go to the  
14 Defendant's personal residence to transact business related to his or her tenancy.  
15

16 15. Only the Independent Manager(s) shall be responsible for showing and renting units,  
17 supervising repairs, determining whom to rent to and/or evict, overseeing all aspects of  
18 the rental process, and engaging in any other management activities. The Defendant may  
19 consult with the Independent Manager(s) to set general policies related to rent payments,  
20 evictions, and other matters, but may not be involved in individualized decisions specific  
21 to any particular tenant.  
22

23 16. Within ninety (90) days of the entry of this Consent Decree, the Defendant, the  
24 Independent Manager(s), and any person involved in showing, renting or managing any  
25 dwelling unit, shall undergo in-person training on the Fair Housing Act, with specific  
26 emphasis on discrimination on the basis of sex. The training shall be conducted by an  
27 independent, qualified third party, approved in advance by the United States, and any  
28

1 expenses associated with this training shall be borne by the Defendant. The Defendant  
2 shall obtain from the trainer certifications of attendance, executed by each individual who  
3 received training, confirming their attendance. This confirmation shall include the name  
4 of the course, the name of the instructor, the date the course was taken, and the length of  
5 the course and/or time within which the course was completed. At a minimum, the  
6 training required shall consist of instruction on the requirements of all applicable federal  
7 and state housing discrimination laws, with an emphasis on sexual harassment, and a  
8 question and answer session for the purpose of reviewing the foregoing areas.  
9

10 17. The Independent Manager(s) shall be responsible for:

- 11 a. Distributing the pamphlet entitled “Are You a Victim of Housing Discrimination?”  
12 (Department of Housing and Urban Development (HUD) Form 903.1) to all  
13 applicants and tenants at the Subject Properties;  
14  
15 b. Whenever any of the Subject Properties is available to rent, posting a prominent,  
16 easily readable “For Rent” or “Vacancy” sign or notice at each such property; the sign  
17 shall include the slogan “Equal Housing Opportunity” and/or the fair housing logo;  
18  
19 c. Posting and prominently displaying an 8.5-by-11-inch HUD fair housing poster  
20 (HUD Form 928.1) in a conspicuous location in or near the rental office or other  
21 location used as a rental office for the Subject Properties;  
22  
23 d. Requiring that all advertising conducted in newspapers, telephone directories, radio,  
24 television or other media, and all billboards, signs, pamphlets, brochures and other  
25 promotional literature, be in compliance with HUD advertising guidelines, available  
26 on the HUD website, [www.hud.gov/offices/fheo/library/part109.pdf](http://www.hud.gov/offices/fheo/library/part109.pdf).  
27  
28

- 1 e. Ensuring that any and all employees who will be performing any duties in relation to  
2 the Subject Properties are familiar with the requirements of the Fair Housing Act,  
3 particularly as they pertain to sex discrimination and sexual harassment;
- 4 f. Notifying the United States in the event the Independent Manager(s) obtains any  
5 information indicating that the Defendant is in violation of this Consent Decree or the  
6 Fair Housing Act, including by entering the premises of any of the Subject Properties  
7 without first complying with the requirements of paragraph 19, below;
- 8 g. Providing to the United States notification and documentation<sup>1</sup> of the following  
9 events, no later than fifteen (15) days after occurrence:
- 10 i. Any change in the Defendant's rules or practices regarding the Nondiscrimination  
11 Policy discussed in section IV, below, or the nondiscriminatory standards and  
12 procedures discussed in section V; and
- 13 ii. Any written or oral complaint against the Defendant, or the Defendant's agents or  
14 employees, regarding discrimination in housing. If the complaint is written, the  
15 Independent Manager(s) shall provide a copy of it with the notification. The  
16 notification shall include the full details of the complaint, including the  
17 complainant's name, address, and telephone number. The Defendant shall  
18 promptly provide the United States all information it may request concerning any  
19 such complaint and shall inform the United States within fifteen (15) days of the  
20 substance of any resolution of such complaint; and  
21  
22  
23  
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25 \_\_\_\_\_  
26 <sup>1</sup> All documents or other communications required by this Consent Decree to be sent to the  
27 United States shall be sent by commercial (non-USPS) overnight delivery service addressed as  
28 follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States  
Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-  
11E-183, or as otherwise directed by the United States. Facsimile transmissions shall be sent to  
(202) 514-1116.



1 h. Providing any information reasonably related to compliance with this Consent Decree  
2 that is requested by the United States.

3 18. Within ninety (90) days of the date of entry of this Consent Decree, and every six (6)  
4 months thereafter for the duration of this Consent Decree, the Independent Manager(s)  
5 shall deliver to the United States a report containing information about the Defendant's  
6 compliance efforts during the preceding reporting period, including but not limited to:

7 a. A list of the Subject Properties, including the street address, the number of rental  
8 units at each property, and a description of the interest in the property;

9 b. A list of all tenants at the Subject Properties and their telephone numbers;

10 c. Notification and documentation of the adoption and implementation of the  
11 Nondiscrimination Policy referred to in section IV, below, including copies of all  
12 Employee Acknowledgement forms;

13 d. Notification and documentation of the adoption and implementation of the  
14 nondiscriminatory standards and procedures discussed in section V, below;

15 e. Copies of standard rental applications and leases, pursuant to paragraphs 21–22 of  
16 this Consent Decree;

17 f. Copies of all fair housing training certifications, pursuant to paragraph 16 of this  
18 Consent Decree;

19 g. Copies of all rental applications, leases, and other information, recorded by any  
20 means, related to any inquiries regarding the availability of the Subject Properties,  
21 maintained pursuant to section V of this Consent Decree;

22 h. Notification of any purchase, inheritance, acquisition, sale, transfer, disposition, or  
23 other change in the Defendant's ownership or management interest in any of the  
24  
25  
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1 Subject Properties, including the identity of the purchaser(s) to whom the interest is  
2 being transferred.

3 The final report due under this paragraph shall be delivered to the United States sixty (60)  
4 days prior to the expiration of this Consent Decree.

- 5 19. The Defendant shall not enter the premises of any of the occupied Subject Properties  
6 except upon prior approval by the United States for an inspection with the Independent  
7 Manager(s). The Independent Manager(s) must accompany the Defendant to any such  
8 inspection and remain physically present on the premises at all times that the Defendant  
9 is on the premises of one of the Subject Properties.  
10

#### 11 **IV. NONDISCRIMINATION POLICY**

- 12 20. The Defendant must implement, through the Independent Manager(s), the written  
13 Nondiscrimination Policy set forth in Appendix B. Within fifteen (15) days of being  
14 retained pursuant to paragraphs 12–13 of this Consent Decree, the Independent  
15 Manager(s) must implement the Nondiscrimination Policy and distribute it to all  
16 employees and agents who have responsibility for showing, renting, or managing any and  
17 all of the Subject Properties. The Independent Manager(s) shall secure a signed  
18 statement from each such agent or employee acknowledging that he or she has received  
19 and read the Consent Decree and the Nondiscrimination Policy, has had the opportunity  
20 to have questions about the Consent Decree and Nondiscrimination Policy answered, and  
21 agrees to abide by the relevant provisions of the Consent Decree and the  
22 Nondiscrimination Policy. This statement shall be in the form of Appendix C.  
23  
24  
25

#### 26 **V. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR** 27 **SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**

1 21. Within thirty (30) days of the United States' approval of the Independent Manager(s), the  
2 Independent Manager(s) shall develop and implement, with respect to the Subject  
3 Properties, objective, uniform, non-discriminatory standards and procedures for  
4 informing persons about and showing available dwelling units to prospective tenants, to  
5 include a standard rental application, waiting list, and lease. Such standards and  
6 procedures shall be submitted to the United States for approval in advance of their  
7 implementation. The standards and procedures shall be posted and prominently  
8 displayed in any office where the Independent Manager(s) conducts rental activity and/or  
9 has personal contact with applicants, and a copy of these standards and procedures shall  
10 be made available upon request to any applicant for the rental of one of the Subject  
11 Properties. These standards and procedures may be modified only if written notice is  
12 given to the United States thirty (30) days before the proposed modifications are to take  
13 effect and the United States makes no objection thereto prior to the proposed effective  
14 date.  
15  
16  
17

18 22. The nondiscriminatory standards and procedures discussed in paragraph 21, above, shall  
19 include the use of the following documents, which the Independent Manager(s) shall  
20 update as new information becomes available, and retain for the duration of the Consent  
21 Decree:

- 22  
23 a. Rental Applications: Independent Manager(s) and/or their agents/employees shall  
24 provide and process rental applications on a non-discriminatory basis and shall  
25 maintain all rental applications, whether deemed complete or incomplete, as well as  
26 any correspondence about the availability of dwelling units. The standard rental  
27  
28

1 application must include the following phrase in boldface type, using letters of equal  
2 or greater size to those of the text in the body of the document:

3 **We are an equal housing opportunity provider. We**  
4 **do not discriminate on the basis of race, color, sex,**  
5 **national origin, religion, disability or familial status**  
6 **(having children under age 18).**

7 b. Waiting Lists: Independent Manager(s) and/or their agents/employees shall maintain  
8 waiting lists in a non-discriminatory manner and develop uniform standards for  
9 selecting individuals from the list.

10 c. Leases: Independent Manager(s) and/or their agents/employees shall enter into  
11 written leases with tenants in a non-discriminatory manner and develop uniform  
12 standards for executing and maintaining the leases.

#### 13 **VI. COMPLIANCE TESTING**

14 23. The United States may take steps to monitor the Defendant's compliance with this  
15 Consent Decree including, but not limited to, conducting fair housing tests at any  
16 location(s) in which the Defendant's employees or agents conduct rental activities.  
17

#### 18 **VII. ACQUISITION OR TRANSFER OF INTEREST IN SUBJECT PROPERTIES**

19 24. If, at any time while this Consent Decree remains in effect, the Defendant decides to sell  
20 or otherwise transfer the entirety of his interest in any of the Subject Properties to an  
21 unrelated party in an arms-length transaction,<sup>2</sup> the Defendant shall take the following  
22 steps:  
23

24  
25  
26  
27 <sup>2</sup> For purposes of this Consent Decree, "arms-length transaction" is defined as a transaction  
28 that has been arrived at in the marketplace between independent, non-affiliated persons,  
unrelated by blood or marriage, with opposing economic interests regarding that transaction.

- 1 a. At least thirty (30) days prior to completion of the sale or transfer, provide each  
2 prospective purchaser or other transferee a copy of this Consent Decree along with  
3 written notice that the property remains subject to section II of the Decree;  
4  
5 b. At least thirty (30) days prior to completion of the sale or transfer, provide the United  
6 States written notice of the Defendant's intent to sell or otherwise transfer interest in  
7 the property, along with a copy of the notice sent to each prospective purchaser or  
8 transferee, containing the latter's name, address, and telephone number;  
9  
10 c. Within thirty (30) days following completion of the sale or other transfer, the  
11 Defendant shall provide the United States a copy of the documents memorializing the  
12 transfer in interest of the property.

13 25. If the Defendant complies with paragraph 24(a)–(c), and transfers all ownership,  
14 management, or other financial interest in each of the Subject Properties to an arms-  
15 length purchaser or other transferee, and if the Defendant has no ownership,  
16 management, or other financial interest in any other residential rental property, then the  
17 Defendant shall thereafter be relieved of obligations under sections III through V of this  
18 Consent Decree with regard to the Subject Properties. Transfer of interest in the Subject  
19 Properties does not relieve the Defendant of obligations under sections II, VIII, IX, X,  
20 and XI of this Consent Decree.

21  
22 26. If the proposed transfer of interest is not an arms-length transaction, the Defendant must  
23 comply with the requirements of paragraph 24(a)–(c). In addition, the Defendant shall  
24 remain jointly and severally liable, along with the purchaser or other transferee, for any  
25 violations of sections II–V and XII–XIV of this Consent Decree for its duration. The  
26  
27  
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1 Defendant shall remain liable for his obligations under sections II, VIII, IX, X, and XI of  
2 this Consent Decree.

3 27. If at any time while this Consent Decree remains in effect, the Defendant intends to  
4 acquire an ownership, management, or other financial interest in any other residential  
5 rental property, either in whole or in part, the Defendant shall notify the United States in  
6 writing at least thirty (30) days before completion of the transaction, providing the name  
7 and address of the property and the identity of the manager(s) of the property. Upon  
8 acquisition of any such property, that property shall be deemed one of the Subject  
9 Properties under the terms of this Consent Decree for its duration. In addition, within  
10 thirty (30) days following completion of the purchase, the Defendant shall provide the  
11 United States: (a) a statement specifying the nature of the Defendant's interest in the  
12 property and a copy of the documents memorializing the acquisition of that interest; (b)  
13 the number of individual dwelling units at the property; (c) the names of any existing  
14 tenants; and (d) the sex of each such tenant, based on the good faith observation of the  
15 Independent Manager(s).  
16  
17  
18

19 **VIII. COMPENSATION OF AGGRIEVED PERSONS AND CIVIL PENALTY**

20 28. The Defendant agrees that entry of this Consent Decree constitutes the entry of a civil  
21 judgment against him in the total amount of TWO MILLION, ONE HUNDRED  
22 THIRTY THOUSAND DOLLARS (\$2,130,000) ("Judgment").

23  
24 29. Of the two million, one hundred thirty thousand dollar (\$2,130,000) Judgment, two  
25 million, seventy five thousand dollars (\$2,075,000) is monetary damages to compensate  
26 persons aggrieved by the Defendant's conduct and to pay the fees and costs incurred by  
27 counsel for the Private Plaintiffs.  
28

1 30. The two million, seventy-five thousand dollars (\$2,075,000) in damages referenced in  
2 paragraph 29 is a debt for willful and malicious injury by the Defendant of the aggrieved  
3 persons. The Defendant agrees that the two million, seventy-five thousand dollars  
4 (\$2,075,000) in damages referenced in paragraph 29 is not dischargeable in bankruptcy.  
5 Defendant shall not seek to discharge any part of this debt in bankruptcy.  
6

7 31. Of the two million, one hundred thirty thousand dollar (\$2,130,000) Judgment, fifty-five  
8 thousand dollars (\$55,000) is a civil penalty payable to the United States pursuant to 42  
9 U.S.C. § 3614(d)(1)(C) to vindicate the public interest.

10 32. The payment required under paragraph 31 above constitutes a debt for a fine, penalty, or  
11 forfeiture payable to and for the benefit of the United States within the meaning of 11  
12 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. The Defendant  
13 agrees that the fifty-five thousand dollars (\$55,000) in civil penalty referenced in  
14 paragraph 31 is not dischargeable in bankruptcy. Defendant shall not seek to discharge  
15 any part of this debt in bankruptcy.  
16

17 33. Of the two million, one hundred thirty thousand dollar (\$2,130,000) Judgment:  
18  
19 a. Eight hundred sixty-five thousand dollars (\$865,000) shall be satisfied by the  
20 conveyance of thirty (30) residential properties to the plaintiffs, as outlined in  
21 paragraph 36 below. The properties to be conveyed are identified in Appendix A to  
22 this Consent Decree.  
23  
24 b. One million, two hundred sixty-five thousand dollars (\$1,265,000) is to be suspended,  
25 subject to the provisions in paragraphs 43–47 below.

26 **IX. TRANSFER OF PROPERTIES TO TRUST**  
27  
28

1 34. In order to effectuate the Judgment, the United States will establish a trust or similar legal  
2 entity (“Trust”) for the purpose of compensating the Private Plaintiffs and aggrieved  
3 individuals identified by the United States, paying the civil penalty to the United States,  
4 and paying costs and attorneys fees to counsel for the Private Plaintiffs.

5 35. The Trust will be administered by a trustee or trustees (“Trustee”) to be selected by the  
6 United States. The Trustee will be an individual or entity knowledgeable in California’s  
7 trust laws and experienced in trust administration, including the management and  
8 liquidation of residential real property. The Trustee will meet all applicable legal  
9 requirements for serving as a trustee in connection with the settlement of these cases. In  
10 carrying out its responsibilities, including those relating to the distribution of Trust assets,  
11 the Trustee will take its direction from the United States. The terms of the Trust,  
12 including but not limited to its duration, the Trustee’s powers, compensation for the  
13 Trustee and removal of the Trustee, will be set forth in a trust instrument to be prepared  
14 by or on behalf of the United States, in compliance with the California Probate Code.

15 36. The Defendant shall transfer his entire interest in each of the dwellings listed in Appendix  
16 A to the Trust or Trustee. That transfer shall proceed as follows:

17 a. The United States or its agent shall deliver quitclaim or grant deeds (“Deeds”) for  
18 execution to the Defendant. The Deeds will effect a transfer of the Defendant’s entire  
19 interest in the properties listed at Appendix A (“Transferred Properties”).

20 b. Within five (5) days of delivery to the Defendant of each of the Deeds, the Defendant  
21 shall execute each of those Deeds before a notary public and cause the fully executed  
22 deeds to be delivered to the United States or its designated agent.  
23  
24  
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- 1 c. At the time of transfer, the Transferred Properties will be encumbered only by the  
2 mortgages and taxes Defendant identified in the Financial Disclosure Statement dated  
3 August 28, 2012, discussed in paragraph 43, upon which the United States and the  
4 Private Plaintiffs have relied. The Defendant represents that any and all liens,  
5 mortgages, securities, or other encumbrances secured by any of the Transferred  
6 Properties have been identified in the Financial Disclosure Statement and that copies  
7 of any such liens, mortgages, securities, or other encumbrances on the Transferred  
8 Properties have been produced with the Financial Disclosure Statement.
- 9
- 10 d. Concurrent with the delivery of the executed Deeds, the Defendant shall provide  
11 copies of any required notices to any person or entity regarding the transfer of the  
12 Transferred Properties, including but not limited to any tax authorities, local  
13 government entities, or lien or mortgage holders. The Defendant further agrees to  
14 cooperate in the execution of any documents required to effect the assumption of any  
15 mortgage obligations secured by any of the Transferred Properties by the Trust or  
16 Trustee.  
17
- 18 e. The Defendant further agrees to undertake, participate, and cooperate in performing  
19 or completing the acts described in this paragraph and any other act required to effect  
20 a complete transfer of the Defendant's entire interest in each of the Transferred  
21 Properties to the Trust or Trustee.  
22
- 23 f. In the event that the Defendant fails or refuses to cooperate in any reasonable action  
24 to accomplish the transfer of the Transferred Properties, he hereby stipulates that his  
25 attorney may serve as his agent for all purposes associated with the transfer  
26  
27  
28

1 provisions of this paragraph. The Defendant shall execute a Limited Power of  
2 Attorney, attached as Appendix D, in order to effect the terms of this provision.

3 37. The Defendant agrees not to sell, transfer, encumber, reduce the value of, or otherwise  
4 dissipate his assets, including the Transferred Properties identified in Appendix A,  
5 between the date he signs this Consent Decree and the conveyance of his properties as  
6 outlined above.

7  
8 38. The Trust or Trustee will receive, maintain, manage, sell, and/or otherwise appropriately  
9 dispose of the residential properties being conveyed by the Defendant pursuant to  
10 paragraph 36, and such other properties or assets as may be identified and conveyed to  
11 the Trust or Trustee, pursuant to paragraph 45.

12  
13 39. The Defendant, to the extent necessary as determined by the United States, will provide  
14 such full and timely cooperation to the United States and the Trustee, including but not  
15 limited to information, documents, assistance, signatures, transfer of title, and power of  
16 appointment, as is required to complete the establishment and operation of the Trust.

17  
18 40. The Trustee will be compensated and reimbursed out of the Trust assets for reasonable  
19 administration expenses associated with administering the Trust, managing its assets, and  
20 hiring necessary third parties to assist in administering and managing the Trust and its  
21 assets. The terms of Trustee compensation and reimbursement will be set forth in the  
22 trust instrument.

23  
24 41. Trust assets shall be distributed among the Private Plaintiffs, the aggrieved persons  
25 identified by the United States in Appendix E, the law firm of Brancart & Brancart (for  
26 payment of Private Plaintiffs' attorneys' fees, costs, and expenses), and the United States  
27 (for payment of the civil penalty identified in paragraph 31). The Trust instrument will  
28

1 set forth the apportionment of the assets as between (1) the Private Plaintiffs, for  
2 purposes of compensating the Private Plaintiffs and paying costs and attorneys' fees  
3 incurred by counsel for the Private Plaintiffs, and (2) the United States, for purposes of  
4 compensating aggrieved persons identified by the United States and paying the civil  
5 penalty referenced in paragraph 31. All distributions to the Private Plaintiffs will be  
6 made to the attorney-client trust account of Brancart & Brancart. Upon distribution, the  
7 United States will specify the amounts distributed through a separate notice  
8 ("Disbursement Notice") publicly filed with the Court. The Disbursement Notice will set  
9 forth the amounts to be received by each individual or entity identified above. The  
10 Defendant shall not have any right to object to the terms of the Trust instrument or to the  
11 disbursements or the disbursement amounts identified in the Disbursement Notice.

12  
13  
14 42. No aggrieved person shall receive a disbursement of trust assets until she has executed  
15 and delivered to counsel for the United States the release at Appendix F. The Private  
16 Plaintiffs and the Defendant will execute mutual releases in the form of Appendix G.

#### 17 **X. SUSPENDED JUDGMENT**

18  
19 43. The Defendant has provided a financial disclosure statement and authorizations to release  
20 information to the United States and the Private Plaintiffs in the forms of Appendix H  
21 and has provided the documents and attachments required by that form ("Financial  
22 Disclosure Statement"). The United States and the Private Plaintiffs have relied on the  
23 accuracy and completeness of the Financial Disclosure Statement in entering into this  
24 Consent Decree, particularly with respect to paragraphs 28–29, 34, and 43–47. The  
25 Defendant warrants that the Financial Disclosure Statement is thorough, accurate, and  
26 complete. The Defendant further warrants that he does not own or have an interest in any  
27  
28

1 asset(s) that has not been disclosed in the Financial Disclosure Statement, and that he has  
2 made no misrepresentations on, or in connection with, the Financial Disclosure  
3 Statement.

4 44. In light of the Defendant's representations in connection with the Financial Disclosure  
5 Statement, one million, two hundred sixty-five thousand dollars (\$1,265,000) of the  
6 Judgment imposed by paragraph 28 will be suspended ("Suspended Judgment"). Neither  
7 the United States nor the Private Plaintiffs will seek to enforce the Suspended Judgment  
8 against assets identified in the Financial Disclosure Statement dated August 28, 2012.  
9 Any assets owned by the Defendant, whether in whole or in part, which are not disclosed  
10 or the value or status of which is misrepresented on the Financial Disclosure Statement  
11 are not covered by this paragraph and will be available to satisfy the Suspended  
12 Judgment.  
13 Judgment.

14 45. Any plaintiff may act to collect all or part of the amount of the Suspended Judgment,  
15 including by conducting discovery designed to identify and locate assets not identified on  
16 the Financial Disclosure Statement. The Defendant shall not oppose any such efforts.  
17 Upon discovery of an asset owned by the Defendant or in which the Defendant has an  
18 interest that was not disclosed in the Financial Disclosure Statement, or a  
19 misrepresentation by the Defendant on the Financial Disclosure Statement, any plaintiff  
20 may apply to the Court for an order to enforce the Judgment in paragraph 28, including  
21 an order transferring possession of the asset(s) to the Trust or Trustee for the purpose of  
22 satisfying all or part of the Suspended Judgment. The Defendant agrees not to contest  
23 plaintiffs' right to such asset(s).  
24  
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1 46. Any asset(s) conveyed to the Trust or Trustee pursuant to paragraph 45 will be disbursed  
2 according to the trust instrument and Disbursement Notice(s), as set forth in paragraph 41  
3 of this Consent Decree.

4 47. In no event will the value of assets conveyed to the Trust or Trustee pursuant to  
5 paragraph 45, not including any interest earned while held by the Trust or Trustee, exceed  
6 the amount of the Suspended Judgment.  
7

#### 8 **XI. VACATION OF EVICTION JUDGMENTS**

9 48. Within seven (7) days of a request by the United States, the Defendant will execute and  
10 cooperate fully in the completion and filing of any and all necessary documents to vacate  
11 eviction and related judgments and/or strike unlawful detainer complaints filed or entered  
12 against the Private Plaintiffs and all aggrieved persons identified by the United States,  
13 including but not limited to the case numbers identified in Appendix I. The Defendant  
14 shall execute and cooperate fully in the filing of any and all motions, affidavits, notices of  
15 non-opposition, notices of joinder, or other filings that may be required. The cooperation  
16 required by this paragraph includes any necessary court appearance(s) in Kern County  
17 Superior Court. The cooperation required by this paragraph also includes the execution  
18 of any and all documents required to remove information regarding an eviction judgment  
19 obtained by the Defendant from any credit reporting agency.  
20  
21

#### 22 **XII. SCOPE AND DURATION OF CONSENT DECREE**

23 49. The provisions of this Consent Decree shall apply to all of the Defendant's agents,  
24 employees, heirs, successors and assigns, and all persons acting in active concert or  
25 participation with him.  
26  
27  
28

1 50. This Consent Decree shall remain in effect for five (5) years after the date of its entry.  
2 By consenting to entry of this Consent Decree, the United States and the Defendant  
3 further agree that in the event the Defendant engages in any future violation(s) of the Fair  
4 Housing Act, such violation(s) shall constitute a “subsequent violation” pursuant to 42  
5 U.S.C. § 3614(d)(1)(C)(ii).  
6

7 51. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its  
8 terms, after which time the case shall be dismissed with prejudice. The United States and  
9 the Private Plaintiffs may move the Court to extend the duration of the Consent Decree in  
10 the interests of justice.  
11

### 12 **XIII. TIME FOR PERFORMANCE**

13 52. Any time limits for performance imposed by this Consent Decree may be extended by  
14 mutual written agreement of the parties. The other provisions of this Consent Decree  
15 may be modified by written agreement of the parties or by motion to the Court. If the  
16 modification is by written agreement of the parties, then such modification will be  
17 effective upon filing of the written agreement with the Court and shall remain in effect  
18 for the duration of the Consent Decree or until such time as the Court indicates through  
19 written order that it has not approved the modification.  
20

### 21 **XIV. MISCELLANEOUS**

22 53. The parties shall act in good faith to comply with all requirements imposed by this  
23 Consent Decree. The parties shall endeavor in good faith to resolve informally any  
24 differences regarding interpretation of and compliance with this Consent Decree prior to  
25 bringing such matters to the Court for resolution. However, in the event the United  
26 States or the Private Plaintiffs contend that there has been a failure by the Defendant,  
27  
28

1 whether willful or otherwise, to perform in a timely manner any act required by this  
2 Consent Decree or otherwise to act in conformance with any provision thereof, the  
3 United States and/or the Private Plaintiffs may move this Court to impose any remedy  
4 authorized by law or equity, including, but not limited to, an order requiring performance  
5 of such act or deeming such act to have been performed, and an award of any damages,  
6 costs, and reasonable attorneys' fees which may have been occasioned by the violation or  
7 failure to perform.  
8

9 54. During the period in which this Consent Decree is in effect, the Defendant shall preserve  
10 all records that are the source of, contain, or relate to any of the information pertinent to  
11 his obligations under this Consent Decree, including, but not limited to availability lists,  
12 waiting lists, rental applications, leases, rental roll ledgers, and occupancy lists. Upon  
13 reasonable notice to counsel for the Defendant, representatives of the United States shall  
14 be permitted to inspect and copy all such records at any and all reasonable times or, upon  
15 request by the United States, the Defendant shall provide copies of such documents.  
16

17 55. The parties agree that, as of the date of the entry of this Consent Decree, litigation is not  
18 "reasonably foreseeable" concerning the matters described above. To the extent that  
19 either party previously implemented a litigation hold to preserve documents,  
20 electronically stored information (ESI), or things related to the matters described above,  
21 the party is no longer required to maintain such litigation hold. Nothing in this paragraph  
22 relieves either party of any other obligations imposed by this Consent Decree.  
23

24 56. The United States and the Defendant will bear their own costs and attorneys' fees  
25 associated with this litigation.  
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**IT IS SO ORDERED** this 13th day of September, 2012.

/s/ Jennifer L. Thurston  
HON. JENNIFER L. THURSTON  
United States Magistrate Judge

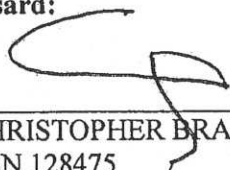


1 By their signatures below, the parties consent to the entry of this Consent Decree:

2  
3 Dated: Sept. 11, 2012

Respectfully submitted,

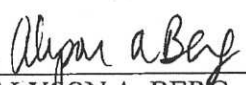
4  
5 **For Plaintiffs Carrie Hawecker and Michelle Broussard:**


6  
7   
8 \_\_\_\_\_  
9 CHRISTOPHER BRANCART  
10 SBN 128475  
11 Brancart & Brancart  
12 Post Office Box 686  
13 Pescadero, CA 94060  
14 Phone: (650) 879-0141  
15 Fax: (650) 879-1103  
16 E-mail: [cbrancart@brancart.com](mailto:cbrancart@brancart.com)

13 **For Plaintiff United States of America:**

14  
15  
16 BENJAMIN B. WAGNER  
17 United States Attorney  
18 Eastern District of California

STEVEN H. ROSENBAUM  
Chief

18   
19 \_\_\_\_\_  
20 ALYSON A. BERG  
21 Assistant United States Attorney  
22 2500 Tulare Street, Suite 4401  
23 Fresno, CA 93721  
24 Phone: (559) 497-4000  
25 Fax: (559) 497-4099  
26 Email: [Alyson.Berg@usdoj.gov](mailto:Alyson.Berg@usdoj.gov)

18   
19 \_\_\_\_\_  
20 R. TAMAR HAGLER  
21 SBN 189441  
22 Deputy Chief  
23 COLLEEN M. MELODY  
24 PAMELA O. BARRON  
25 Trial Attorneys  
26 Housing and Civil Enforcement Section  
27 Civil Rights Division  
28 United States Department of Justice  
950 Pennsylvania Avenue NW  
Northwest Building, 7th Floor  
Washington, DC 20530  
Phone: (202) 305-0616  
Fax: (202) 514-1116  
E-mail: [Colleen.Melody@usdoj.gov](mailto:Colleen.Melody@usdoj.gov)

1 For Defendant Rawland Leon Sorensen:

2  09-07-2012  
3 M. GREG MULLANAX  
4 SBN 155138  
5 2140 N. Winery Avenue, Suite 101  
6 Fresno, CA 93703  
7 Phone: (559) 420-1222  
8 Fax: (559) 354-0997  
9 E-mail: [greg@lawmgm.com](mailto:greg@lawmgm.com)

10   
11 RAWLAND LEON SORENSEN  
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**Appendix A**

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1. 1221 Antonia Way, Bakersfield
2. 2413 Bernice Court, Bakersfield
3. 1920 Bradley Avenue, Bakersfield
4. 5117 Brockton Court, Bakersfield
5. 5013 Centaur Street, Bakersfield
6. 5800 Don Street, Bakersfield
7. 5804 Don Street, Bakersfield
8. 1808 Doolittle Avenue, Bakersfield
9. 120 Dunlap Street, Bakersfield
10. 5521 Dustin Street, Bakersfield
11. 2908 Estero Street, Bakersfield
12. 3817 Evelyn Drive, Bakersfield
13. 3909 Evelyn Drive, Bakersfield
14. 2726 Gary Place, Bakersfield
15. 4204 Gordon Street, Bakersfield
16. 4608 Hahn Avenue, Bakersfield
17. 701, 703A, 703B Hill Street, Bakersfield
18. 106 Jefferson Street, Bakersfield
19. 308 and 310 Jones Street, Bakersfield
20. 2726 Karen Place, Bakersfield
21. 1800 Mallard Court, Bakersfield
22. 2309 Manor Street, Bakersfield
23. 2608 Miria Drive, Bakersfield
24. 2612 Miria Drive, Bakersfield
25. 2617 Miria Drive, Bakersfield
26. 2711 Poppy Street, Bakersfield
27. 5833 Sparks Street, Bakersfield
28. 1415 Sylvia Drive, Bakersfield
29. 1313 Terrace Way, Bakersfield
30. 417 Troy Street, Bakersfield

1 **Appendix B**

2 **NONDISCRIMINATION POLICY**

3  
4 It is the policy of Rawland Leon Sorensen to comply with Title VIII of the Civil Rights  
5 Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that his rental  
6 properties are available to all persons without regard to race, color, religion, national origin,  
7 disability, familial status (having children under age 18), or sex. This policy means that, among  
8 other things, Rawland Leon Sorensen and any and all agents and employees with the  
responsibility for renting, managing, or administering any dwelling units must not engage in  
discrimination on the basis of sex, including any illegal sexual harassment of tenants or potential  
tenants. Rawland Leon Sorensen and any such agents and employees may not:

- 9
- 10 A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable  
or deny, a dwelling to any person because of race, color, religion, national origin,  
11 disability, familial status, or sex;
  - 12 B. Discriminate against any person in the terms, conditions or privileges of rental of  
a dwelling, or in the provision of services or facilities in connection therewith,  
13 because of race, color, religion, national origin, disability, familial status, or sex;
  - 14 C. Make, print, or publish, or cause to be made, printed, or published any notice,  
statement, or advertisement, with respect to the rental of a dwelling that indicates  
15 any preference, limitation, or discrimination based on race, color, religion,  
national origin, disability, familial status, or sex;
  - 16 D. Represent to persons because of race, color, religion, national origin, disability,  
familial status, or sex that any dwelling is not available for inspection or rental  
17 when such dwelling is in fact so available; or
  - 18 E. Coerce, intimidate, threaten, or interfere with persons in the exercise or enjoyment  
of, or on account of their having exercised or enjoyed, their rights under the Fair  
19 Housing Act.

20 Rawland Leon Sorensen or any agent or employee who fails to comply with this  
21 Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken  
that results in unequal service to, treatment of, or behavior toward tenants or actual or potential  
22 applicants on the basis of race, color, religion, national origin, disability, familial status, or sex  
may constitute a violation of state and federal fair housing laws. Any tenant or applicant who  
23 believes that any of the above policies have been violated by any owner, agent, or employee  
should file a written complaint with the Independent Manager(s) by contacting \_\_\_\_\_.  
24 The Independent Manager(s) shall immediately investigate the complaint and take the necessary  
remedial actions. An individual who believes that he or she is the victim of discrimination may  
25 also contact the U.S. Department of Housing and Urban Development at 1-800-440-8091 x 2493,  
26 or the U.S. Department of Justice at 1-800-896-7743 x 992 or 202-514-4713.  
27  
28

1 Appendix C

2 EMPLOYEE ACKNOWLEDGMENT

3  
4 I acknowledge that on \_\_\_\_\_, 201\_\_, I was provided copies of the  
5 Consent Decree entered by the Court in Hawecker et al. v. Rawland Leon Sorensen, Nos. 1:10-  
6 cv-00085; 1:11-cv-00511 (E.D. Cal.), and the Nondiscrimination Policy of Rawland Leon  
7 Sorensen. I have read and understand these documents and have had my questions about these  
8 documents answered. I understand my legal responsibilities and shall comply with those  
9 responsibilities.  
10

11 \_\_\_\_\_  
12 Signature

13 \_\_\_\_\_  
14 Print Name

15 \_\_\_\_\_  
16 Job Title

17 \_\_\_\_\_  
18 Home Address

19 \_\_\_\_\_  
20 Home Address Continued

21 \_\_\_\_\_  
22 Home Telephone Number

23 \_\_\_\_\_  
24 Date  
25  
26  
27  
28

RECORDING REQUESTED BY:

Rawland Leon Sorensen

AND WHEN RECORDED MAIL TO:

M. Greg Mullanax  
Law Office of M. Greg Mullanax  
2140 N. Winery Ave., Suite 101  
Fresno, CA 93703

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**LIMITED POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That I, RAWLAND LEON SORENSEN, the undersigned, hereby make, constitute and appoint M. Greg Mullanax, as my true and lawful attorney to act for me and in my place and stead and for my use and benefit:

- To take all actions on my behalf to effectuate the terms of the Consent Decree approved by the Court in the following action: *Hawecker, et al. v. Sorensen*, Case Number 1:10-cv-00085-JLT, in the United States District Court, Eastern District of California; specifically including, but not limited to, effectuating all documents necessary for the transfer of properties to the Trust as designated in the Consent Decree.

Rawland Leon Sorensen hereby grants to M. Greg Mullanax full power and authority to do and perform each and every act and thing which may be necessary, or convenient, in connection with any of the foregoing, as fully, to all intents and purposes, as Rawland Leon Sorensen might or could do if personally present, hereby ratifying and confirming all that said attorney in fact shall lawfully do or cause to be done by authority hereof.

This Limited Power of Attorney shall become effective on the date on which the Court approves said Consent Decree and shall be effective from that date and shall terminate on November 1, 2013.

Wherever the context so requires, the singular number includes the plural.

WITNESS my hand this 17<sup>th</sup> day of September, 2012.

*Rawland Leon Sorensen*  
Rawland Leon Sorensen

STATE OF CALIFORNIA

COUNTY OF KERN

On September 9, 2012, before me, Kristin M. Nahama, a notary public, personally appeared RAWLAND LEON SORENSEN, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the United States of America and the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Kristin M. Nahama*  
Signature



**Appendix E**

- 1
- 2 Marquesha Benford
- 3 Diana Bermudez
- 4 Melissa Brown
- 5 Ruby Childs
- 6 Capricia Cobb
- 7 Khalifia Cox
- 8 Sheila Davis
- 9 Patrice Denweed
- 10 Andrea Garcia
- 11 Shannon Guevara
- 12 La Quice Holmes
- 13 Melissa Johnston
- 14 Dominique Jones
- 15 Tina Jones
- 16 Carlishia Laney
- 17 Joann Martinez
- 18 Lynnette Mays
- 19 Jeri Miller
- 20 Shelle Miller
- 21 Tashawn Sharp
- 22 Karen Sorensen
- 23 Kenya Webber
- 24 Denise Williamson
- 25
- 26
- 27
- 28

**Appendix F**

**FULL AND FINAL RELEASE OF CLAIMS**

In consideration for the parties' agreement to the terms of the Consent Decree they entered into in the case of Hawecker et al. v. Rawland Leon Sorensen, Nos. 1:10-cv-00085; 1:11-cv-00511 (E.D. Cal.), as approved by the United States District Court for the Eastern District of California, and in consideration for the payment of \$\_\_\_\_\_, I, \_\_\_\_\_, do hereby fully release and forever discharge Rawland Leon Sorensen, along with his insurers, attorneys, agents, employees, former employees, heirs, executors, and administrators and any persons acting under his respective direction or control from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of Rawland Leon Sorensen's actions or statements related to those claims through the date of the entry of the Consent Decree.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Home Address Continued



**MUTUAL RELEASE**

This Mutual Release, dated August \_\_\_\_, 2012, is executed by and between Carrie Hawecker and Michelle Broussard, (collectively, the "private plaintiffs"), on the one hand, and Rawland Leon Sorensen (the "defendant"), on the other hand.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the private plaintiffs and defendant, for themselves, their successors, heirs and assigns, fully and forever release, acquit, and forever discharge each other, and each and every one of their affiliates, successors, assigns, heirs, administrators, controlling and/or otherwise related entities, partners, employers, employees, attorneys, servants, agents, officers, directors, and all other representatives, of and from all claims, actions, causes of action, demands, rights, damages, costs, expenses, and compensation whatsoever, whether known or unknown, foreseen or unforeseen, which the undersigned have now or which may hereafter accrue, relating to, or in any way connected with, the events and occurrences as set forth and described in and which are the subject of the complaint pending in the United States District Court for the Eastern District of California, *Carrie Hawecker, et al. v. Rawland Leon Sorensen* Case No. 10-CV-85 JLT (the "Action"), except for and subject to the terms and conditions set forth in the consent decree entered by the District Court pursuant to the settlement of this action.

This is intended as a full and complete release and discharge of any and all claims that the undersigned may or might have or had by reason of the incidents or activities as alleged in the Complaint except for and subject to the terms and conditions set forth in the consent decree entered by the District Court pursuant to the settlement of the Action.

All rights under Section 1542 of the Civil Code of the State of California are hereby expressly waived. The undersigned understands that said Section 1542 of the Civil Code provides as follows:

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

The undersigned hereby declare and represent that the undersigned are executing this Mutual Release after having received full legal advice as to their rights from their legal counsel.

Each signatory is legally competent and authorized to execute this agreement on behalf of the party whose name is subscribed at the signatories' line.

This Release may be executed in counterparts.

///

///

///

The undersigned hereby certify that the undersigned have read all of this release and Civil Code section and fully understand all of same.

\_\_\_\_\_  
Carrie Hawecker

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michelle Broussard

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rawland Leon Sorensen

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND CONTENT BY:

\_\_\_\_\_  
Christopher Brancart  
Attorney for Plaintiffs

\_\_\_\_\_  
Date

\_\_\_\_\_  
M. Greg Mullanax  
Attorney for Defendant

\_\_\_\_\_  
Date

1 **Appendix H**



**U.S. DEPARTMENT OF JUSTICE**

*United States Attorney  
Eastern District of California*

5  
6 **AUTHORIZATION TO RELEASE INFORMATION**

7 To whom it may concern:

8 In connection with a financial investigation being conducted by the United States Attorney, I,

9  
10 \_\_\_\_\_  
Print Full Name

11 hereby authorize any authorized representative of the United States Attorney bearing this release, or a copy  
12 thereof, within one year of its date, to obtain any information in your files pertaining to employment, military,  
13 credit, educational, or business records, including, but not limited to, attendance, licensing, disciplinary, credit,  
14 medical, financial, city, state, and federal tax records, returns and supporting documentation, bank records, and/or  
15 records maintained by any city, state, and/or federal agency. I hereby direct you to release such information upon  
16 request of the bearer.

17 This release is executed with full knowledge and understanding that the information will be used in connection with  
18 the consideration of my liability on a debt claimed by the United States and my financial ability to pay said debt.  
19 Information will be disseminated only to those individuals and agencies directly involved in this determination or to  
20 fulfill other obligations imposed by law, regulation, presidential directive or executive order.

21 I hereby release you, as the custodian of such records, and the school, college, university, or other educational  
22 institution, hospital or other repository of medical records, credit bureau, lending institution, financial institution,  
23 consumer reporting agency, retail business establishment, insurance company, or public agency, including officers,  
24 directors, employees, or related personnel, both individually or collectively, from any and all liability for damages  
25 of whatever kind, which may at any time result to me, my heirs, family, or associates, because of compliance with  
26 this authorization and request to release information, or any attempt to comply with it. If there are any questions as  
27 to the validity of this release, you may contact me as indicated below.

28 \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Resident Street Address

City

State

Zip Code

1 **GENERAL AUTHORIZATION FOR RELEASE OF RECORDS**

2 TO WHOM IT MAY CONCERN:

3 The undersigned hereby authorizes \_\_\_\_\_ (Company, Official or Agency) or its  
4 representative, to procure and disclose a copy of my records to CHRISTOPHER BRANCART,  
5 BRANCART & BRANCART, P.O. BOX 686, PESCADERO, CA 94060; TEL: (650) 879-0141;FAX: (650)  
6 879-1103;EMAIL: cbrancart@brancart.com, **including** 1) government benefit, such as housing, social  
7 security, and income maintenance records, 2) criminal justice records, such as police, arrest, police  
8 report, court, prison, probation, and parole records, 3) housing records, such as tenant, loan, purchase,  
9 sale, rental records, credit reports, and financial information, 4) financial records, such as bank, credit,  
10 and loan information, and/or 5) communication records, such as telephone, cell, website, email and other  
11 electronically stored information. ***This authorization does not cover medical records.*** This  
12 authorization shall be valid for one year after its date of execution. A photocopy of this Authorization shall  
13 be considered as valid as the original.

14 \_\_\_\_\_  
15 Today's Date

16 \_\_\_\_\_  
17 \_\_\_\_\_  
18 Signature

19 \_\_\_\_\_  
20 \_\_\_\_\_  
21 Name/Print

22 \_\_\_\_\_  
23 \_\_\_\_\_  
24 Address

25 \_\_\_\_\_  
26 \_\_\_\_\_  
27 Social Security Number

28 \_\_\_\_\_  
Date of Birth

Telephone Number

Message Number



**U.S. DEPARTMENT OF JUSTICE**

*United States Attorney  
Eastern District of California*

---

**INDIVIDUAL FINANCIAL DISCLOSURE STATEMENT**

Complete this questionnaire for you and your spouse.  
If more space is needed use page provided at end of document.

**Section 1: Personal Information**

1. Full Name: \_\_\_\_\_ Maiden name: \_\_\_\_\_
2. Other names ever used: \_\_\_\_\_
3. Birth date: \_\_\_\_\_ Social Security Number (SSN): \_\_\_\_\_  
Place of birth (city, state & country): \_\_\_\_\_
4. Driver's license #: \_\_\_\_\_ State: \_\_\_\_\_ Exp. date: \_\_\_\_\_
5. Marital Status:  Single  Married  Separated  Divorced  Widowed
6. Home address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Home phone: \_\_\_\_\_ Work phone: \_\_\_\_\_  
Cell phone: \_\_\_\_\_ Email address: \_\_\_\_\_
7. Previous addresses (past 10 years): \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Dates at this address: \_\_\_\_\_  
Prior to above address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Dates at this address: \_\_\_\_\_
8. Education. List all schools attended after high school (including trade schools and any other formal or informal training), years attended and degree obtained (if any):  
\_\_\_\_\_  
\_\_\_\_\_
9. Professional licenses:  
Type: \_\_\_\_\_ Number: \_\_\_\_\_ Exp. date: \_\_\_\_\_  
Type: \_\_\_\_\_ Number: \_\_\_\_\_ Exp. date: \_\_\_\_\_

## Section 2: Family Information

10. Spouse/Companion's full name<sup>1</sup>: \_\_\_\_\_ Maiden name: \_\_\_\_\_

11. Other names ever used: \_\_\_\_\_

12. Date of marriage: \_\_\_\_\_ Place of marriage: \_\_\_\_\_

13. Spouse's birth date: \_\_\_\_\_ Spouse's SSN: \_\_\_\_\_

14. Spouse's driver's license #: \_\_\_\_\_ State: \_\_\_\_\_ Exp. date: \_\_\_\_\_

15. Spouse's parents' full names: \_\_\_\_\_

16. List each family members full name and date of birth (include step parents, siblings and children):

Father: \_\_\_\_\_ DOB: \_\_\_\_\_

Mother: \_\_\_\_\_ DOB: \_\_\_\_\_

Brothers: \_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

Sisters: \_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

Sons: \_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

Daughters: \_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

\_\_\_\_\_ DOB: \_\_\_\_\_

17. Identify all persons living in your home and their relationship to you:

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_

---

<sup>1</sup> If you do not have a spouse but do have a companion or partner then answer all questions in this document that say spouse as if it said companion or partner.

### Section 3: Employment Information

18. Current employer/business information. Check appropriate box:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Wage Earner   | <input type="checkbox"/> Partner         | <input type="checkbox"/> Retired    |
| <input type="checkbox"/> Self-Employed | <input type="checkbox"/> Corporate Owner | <input type="checkbox"/> Unemployed |

Occupation: \_\_\_\_\_ Position/title: \_\_\_\_\_

Name of business: \_\_\_\_\_

Primary business activity: \_\_\_\_\_

Business address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business website: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Annual pay (including overtime and bonuses): \$ \_\_\_\_\_ Years at this business: \_\_\_\_\_

If business owner or stock holder: How long have you owned this business: \_\_\_\_\_

Employer Identification No.: \_\_\_\_\_ Percentage of ownership: \_\_\_\_\_

What is your investment worth in this business at current market value: \$ \_\_\_\_\_  
 Current market value is the amount that you would expect to receive if you sold business today.

19. Other full and/or part-time employment within the last 5 years:

| Business Name | Address | Owner? | Employment Dates |
|---------------|---------|--------|------------------|
|               |         |        |                  |
|               |         |        |                  |
|               |         |        |                  |

20. Spouse's current employer/business information. Check appropriate box:

- |  |  |                                     |
|--|--|-------------------------------------|
| <input type="checkbox"/> Wage Earner   | <input type="checkbox"/> Partner         | <input type="checkbox"/> Retired    |
| <input type="checkbox"/> Self-Employed | <input type="checkbox"/> Corporate Owner | <input type="checkbox"/> Unemployed |

Occupation: \_\_\_\_\_ Position/title: \_\_\_\_\_

Name of business: \_\_\_\_\_

Primary business activity: \_\_\_\_\_

Business address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business website: \_\_\_\_\_

Person to Contact: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Annual pay (including overtime and bonuses): \$ \_\_\_\_\_ Years at this business: \_\_\_\_\_

If business owner or stock holder: How long have you owned this business: \_\_\_\_\_  
Employer Identification No.: \_\_\_\_\_ Percentage of ownership: \_\_\_\_\_  
What is your investment worth in this business at current market value: \$ \_\_\_\_\_  
Current market value is the amount that you would expect to receive if you sold business today.

21. Spouse's other full and/or part-time employment within the last 5 years:

| Business Name | Address | Owner? | Employment Dates |
|---------------|---------|--------|------------------|
|               |         |        |                  |
|               |         |        |                  |
|               |         |        |                  |

**Section 4: Taxes**

22. Did you file a Federal Income Tax Return last year?  Yes  No If yes:  Joint  Individual  
Form No.: \_\_\_\_\_ Adjusted Gross Income reported: \$ \_\_\_\_\_ Where filed: \_\_\_\_\_

23. Do you expect to receive a tax refund from any federal, state, or local government?  Yes  No  
If yes, provide details:

| Government Entity | Type of Tax | Year(s) | Amount |
|-------------------|-------------|---------|--------|
|                   |             |         | \$     |
|                   |             |         | \$     |
|                   |             |         | \$     |

24. Do you or your spouse owe any delinquent taxes?  Yes  No If yes, provide details:

| Government Entity | Type of Tax | Year(s) | Amount of Debt |
|-------------------|-------------|---------|----------------|
|                   |             |         | \$             |
|                   |             |         | \$             |
|                   |             |         | \$             |



## Section 5: Income

25. State monthly income for each category below for you and your spouse. If income varies, add your income over the last 12 months and divide by 12. If you or your spouse own a business attach Profit & Loss Statements, Balance Sheets, Statements of Cash Flows, and business income tax returns for the last two years and part-year statements for the period between the end of the last fiscal year and today's date. If employed attach most recent pay stub(s). Also attach personal income tax returns for the last two years and supporting documentation for all other types of income listed:

| Your Monthly Income       |    |
|---------------------------|----|
| Total Salary / Wages      | \$ |
| Take-home Salary / Wages  | \$ |
| Commissions               | \$ |
| Bonus Income              | \$ |
| Total Business Income     | \$ |
| Take-home Business Income | \$ |
| Profit Sharing            | \$ |
| Rental Income             | \$ |
| Interest / Dividends      | \$ |
| Unemployment              | \$ |
| Disability                | \$ |
| AFDC / Food Stamps        | \$ |
| Pensions / Annuities      | \$ |
| Social Security           | \$ |
| Child Support             | \$ |
| Alimony                   | \$ |
| Gifts from Relatives      | \$ |
| Other Gifts               | \$ |
| Other <sup>2</sup>        | \$ |
| Totals                    | \$ |

| Spouse's Monthly Income   |    |
|---------------------------|----|
| Total Salary / Wages      | \$ |
| Take-home Salary / Wages  | \$ |
| Commissions               | \$ |
| Bonus Income              | \$ |
| Business Income           | \$ |
| Take-home Business Income | \$ |
| Profit Sharing            | \$ |
| Rental Income             | \$ |
| Interest / Dividends      | \$ |
| Unemployment              | \$ |
| Disability                | \$ |
| AFDC / Food Stamps        | \$ |
| Pensions / Annuities      | \$ |
| Social Security           | \$ |
| Child Support             | \$ |
| Alimony                   | \$ |
| Gifts from Relatives      | \$ |
| Other Gifts               | \$ |
| Other <sup>2</sup>        | \$ |
| Totals                    | \$ |

26. Date to begin receiving pension, profit sharing, IRA distribution, Social Security, and/or life insurance, if in the future: \_\_\_\_\_ Amount per month: \$ \_\_\_\_\_

Name of Company: \_\_\_\_\_ Point of Contact and Phone No.: \_\_\_\_\_

27. Whole life / universal life insurance: do you anticipated receiving any distributions from a whole life or universal life insurance policy in next 12 months?  Yes  No If yes, amount \$ \_\_\_\_\_

Name of insurance company: \_\_\_\_\_ Policy No.: \_\_\_\_\_

---

<sup>2</sup> Any other income including periodic income, such as rebates, lottery winnings, tax refunds, royalties, user fees, etc. (please specify, use separate sheet if necessary).

## Section 6: Expenses

28. State monthly household expenses. Average over 12 months if necessary. Do not include any expenses paid by your business:

| Monthly Expenses             |    |
|------------------------------|----|
| Rent / Mortgage (primary)    | \$ |
| Other Rent / Mortgage        | \$ |
| Property Taxes               | \$ |
| Home Maintenance             | \$ |
| Electricity                  | \$ |
| Natural Gas / Propane        | \$ |
| Telephone                    | \$ |
| Water                        | \$ |
| Sewer                        | \$ |
| Trash                        | \$ |
| Other Utilities              | \$ |
| Cable TV                     | \$ |
| Internet                     | \$ |
| Cell Phone                   | \$ |
| Car / Truck Payment(s)       | \$ |
| Boat / RV / Plane Payment(s) | \$ |
| Vehicle License Fees         | \$ |
| Vehicle Maintenance          | \$ |
| Gasoline                     | \$ |
| Other:                       | \$ |
| Sub-Total Column 1           | \$ |

| Monthly Expenses                     |    |
|--------------------------------------|----|
| Food                                 | \$ |
| Clothing & Misc.                     | \$ |
| Entertainment                        | \$ |
| Healthcare / Medical                 | \$ |
| Alimony                              | \$ |
| Child Support                        | \$ |
| Child / Dependent Care               | \$ |
| Educational                          | \$ |
| Other Secured Debt                   | \$ |
| Credit Cards                         | \$ |
| Auto Insurance                       | \$ |
| Life Insurance                       | \$ |
| Home / Rental Insurance              | \$ |
| Health Insurance                     | \$ |
| Other Insurance (Umbrella)           | \$ |
| Accounting (Personal)                | \$ |
| Legal (Personal)                     | \$ |
| Charitable Contributions             | \$ |
| Gifts                                | \$ |
| Other Personal Expenses <sup>3</sup> | \$ |
| Sub-Total Column 2                   | \$ |

Total of columns 1 and 2: \$ \_\_\_\_\_

---

<sup>3</sup> Please itemize on separate sheet if amount exceeds \$50 per month.

### Section 7: Assets

Identify all assets held by you and/or your spouse. Specify if asset is held (owned) separately by husband (H), wife (W), jointly (J), Business (B) or in a trust account (T). Attach the last three account statements for all checking, other, and investment accounts listed:

29. Checking account(s):

| Owner | Name(s) on Account | Name of Institution and Address | Account # | Balance |
|-------|--------------------|---------------------------------|-----------|---------|
|       |                    |                                 |           | \$      |
|       |                    |                                 |           | \$      |
|       |                    |                                 |           | \$      |

30. Other accounts (savings, certificates of deposit, pension, IRA, KEOGH, 401(k), deferred compensation, retirement, etc.):

| Owner | Name(s) on Account | Name of Institution and Address | Account # | Balance |
|-------|--------------------|---------------------------------|-----------|---------|
|       |                    |                                 |           | \$      |
|       |                    |                                 |           | \$      |
|       |                    |                                 |           | \$      |

31. Investments (stocks, bonds, mutual funds, government securities, etc.). Also indicate if used as collateral on a loan:

| Owner | Name of Company | Account # | # of Shares | Purchase Date | Value |
|-------|-----------------|-----------|-------------|---------------|-------|
|       |                 |           |             |               | \$    |
|       |                 |           |             |               | \$    |
|       |                 |           |             |               | \$    |

32. Other personal investments valued at current market value:

| Owner | Description | Purchase Date | Value |
|-------|-------------|---------------|-------|
|       |             |               | \$    |
|       |             |               | \$    |
|       |             |               | \$    |

33. Other business investments at current market value:

| Owner | Description | Purchase Date | Value |
|-------|-------------|---------------|-------|
|       |             |               | \$    |
|       |             |               | \$    |
|       |             |               | \$    |

34. Business assets (not listed elsewhere) at current market value:

| Owner | Description | Purchase Date | Value |
|-------|-------------|---------------|-------|
|       |             |               | \$    |
|       |             |               | \$    |
|       |             |               | \$    |

35. Self-employment business assets not listed elsewhere as personal property:

| Owner | Description | Purchase Date | Value |
|-------|-------------|---------------|-------|
|       |             |               | \$    |
|       |             |               | \$    |
|       |             |               | \$    |

36. Primary and secondary home financial information. Current value is the amount that you would expect to receive if you sold your home today. Do not include the loan amount in the total liens. Attach copies of recent loan and lien statements:

|   |
|---|
| Primary home address: _____                                   |
| Original purchase price: \$ _____ Date of purchase: _____     |
| Home current market value: \$ _____ Loan(s) balance: \$ _____ |
| Total Liens: \$ _____ Lien Holders: _____                     |

Secondary home address: \_\_\_\_\_

Original purchase price: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_

Home current market value: \$ \_\_\_\_\_ Loan(s) balance: \$ \_\_\_\_\_

Total Liens: \$ \_\_\_\_\_ Lien Holders: \_\_\_\_\_

37. Other investment property. Indicate type of property, e.g., apartment, condo, house, commercial, etc. Current value is the amount that you would expect to receive if you sold this property today. Do not include the loan balance as part of the total liens. Attach copies of recent loan and lien statements:

Address: \_\_\_\_\_ Type: \_\_\_\_\_

Original purchase price: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_

Current market value: \$ \_\_\_\_\_ Loan balance: \$ \_\_\_\_\_

Total Liens: \$ \_\_\_\_\_ Lien Holders: \_\_\_\_\_

Address: \_\_\_\_\_ Type: \_\_\_\_\_

Original purchase price: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_

Current market value: \$ \_\_\_\_\_ Loan balance: \$ \_\_\_\_\_

Total Liens: \$ \_\_\_\_\_ Lien Holders: \_\_\_\_\_

Address: \_\_\_\_\_ Type: \_\_\_\_\_

Original purchase price: \$ \_\_\_\_\_ Date of purchase: \_\_\_\_\_

Current market value: \$ \_\_\_\_\_ Loan balance: \$ \_\_\_\_\_

Total Liens: \$ \_\_\_\_\_ Lien Holders: \_\_\_\_\_

38. Cars, trucks and other vehicles:

| Make & Model | Year | License No. & St. | Mileage | Value | Loan Bal. |
|--------------|------|-------------------|---------|-------|-----------|
|              |      |                   |         | \$    | \$        |
|              |      |                   |         | \$    | \$        |
|              |      |                   |         | \$    | \$        |
|              |      |                   |         | \$    | \$        |

39. Boat, RV, Aircraft, motorcycles, ATV's and other recreational vehicles:

| Make & Model | Year | License No. & St. | Hours/Miles | Value | Loan Bal. |
|--------------|------|-------------------|-------------|-------|-----------|
|              |      |                   |             | \$    | \$        |
|              |      |                   |             | \$    | \$        |
|              |      |                   |             | \$    | \$        |
|              |      |                   |             | \$    | \$        |
|              |      |                   |             | \$    | \$        |

40. Total current value of all personal assets:

|  |    |
|--|----|
| Televisions, VCRs, CD or DVD players, computers, printers, stereos, video and digital cameras, IPODS, cell phones, etc.: | \$ |
| Sporting goods, guns, fishing equipment, etc.:   | \$ |
| Furniture, jewelry, antiques, art objects, stamp or coin collections, etc.:  | \$ |
| Other (describe):  | \$ |

41. Money owed to you (list source and reason for debt):

| Debtor Name & Phone Number | Reason for Debt | Amount |
|----------------------------|-----------------|--------|
|                            |                 | \$     |
|                            |                 | \$     |
|                            |                 | \$     |
|                            |                 | \$     |

42. Money, or other assets, held by someone else on your behalf:

| Person Holding Asset & Phone Number | Description of Asset | Value |
|-------------------------------------|----------------------|-------|
|                                     |                      | \$    |
|                                     |                      | \$    |
|                                     |                      | \$    |
|                                     |                      | \$    |

43. Anticipated inheritance or benefit from a trust or claim:

Description: \_\_\_\_\_ \$ \_\_\_\_\_

Trustee name: \_\_\_\_\_ Phone No.: \_\_\_\_\_

44. Cash on hand (include any money that you have that is not in the bank): \$ \_\_\_\_\_

45. Lawsuits in which you might receive something of value (include contact name and phone number):

| Jurisdiction | Court & Case No. | Persons Involved and Status | Value |
|--------------|------------------|-----------------------------|-------|
|              |                  |                             | \$    |
|              |                  |                             | \$    |
|              |                  |                             | \$    |

46. Other assets or anticipated assets (e.g., timeshare property, patents, copyrights, retainers, advance payments, deposits, mineral interest and leases, etc.). Include contact name and phone number:

| Description of Asset | Value |
|----------------------|-------|
|                      | \$    |
|                      | \$    |
|                      | \$    |
|                      | \$    |
|                      | \$    |

47. Life insurance. Do you have life insurance with a cash value?  Yes  No  
 If yes, provide details (term life insurance does not have a cash value):

| Name and Address of Insurance Company | Policy Number | Type of Policy | Face Amount | Cash Surrender Value | Amount Borrowed | Amount You can Borrow |
|---------------------------------------|---------------|----------------|-------------|----------------------|-----------------|-----------------------|
|                                       |               |                | \$          | \$                   | \$              | \$                    |
|                                       |               |                | \$          | \$                   | \$              | \$                    |
|                                       |               |                | \$          | \$                   | \$              | \$                    |





52. Are there any garnishments against your or your spouse's wages?  Yes  No  
 If yes, provide details:

| Creditor Name | Date of Judgement | Amount of Debt |
|---------------|-------------------|----------------|
|               |                   | \$             |
|               |                   | \$             |
|               |                   | \$             |

53. Do you anticipated owing money from a pending judgment or claim?  Yes  No  
 If yes, provide details:

| Description | Anticipated Debt |
|-------------|------------------|
|             | \$               |
|             | \$               |
|             | \$               |

54. Do you or your spouse owe any large medical bills?  Yes  No If yes, provide details:

| Creditor Name | Amount of Debt |
|---------------|----------------|
|               | \$             |
|               | \$             |
|               | \$             |

55. Do you or your spouse have any other liabilities?  Yes  No If yes, provide details:

| Description | Amount of Debt |
|-------------|----------------|
|             | \$             |
|             | \$             |
|             | \$             |
|             | \$             |

### Section 9: Other Information

56. Have you ever been divorced?  Yes  No If yes, attach a copy of divorce settlement or decree and provide details below:

|                              |                             |
|------------------------------|-----------------------------|
| Date of divorce: _____       | Location where filed: _____ |
| Name of former spouse: _____ | SSN: _____                  |

57. List all transfers of property (including cash) by loan, gift, sale, barter, exchange, etc. that you and/or your spouse have made within the last five years (items worth \$2,500 or more):

| Description of Asset | Date of Transfer | FMV When Transferred | Amount Received | Transferee Name and Relationship to Defendant |
|----------------------|------------------|----------------------|-----------------|---|
|                      |                  | \$                   | \$              |   |
|                      |                  | \$                   | \$              |   |
|                      |                  | \$                   | \$              |   |

58. Have you ever been involved in any bankruptcy proceedings?  Yes  No If yes, provide details:

| Date | Jurisdiction | Case Number | Status |
|------|--------------|-------------|--------|
|      |              |             |        |
|      |              |             |        |

59. Have you ever been a party to any civil suit?  Yes  No If yes, provide details:

| Date | Jurisdiction | Case Number | Persons Involved and Status |
|------|--------------|-------------|-----------------------------|
|      |              |             |                             |
|      |              |             |                             |

60. Are you affiliated with any partnerships or joint ventures?  Yes  No If yes, provide details:

| Company Name & Address | Percent Interest | Current Value |
|------------------------|------------------|---------------|
|                        | %                | \$            |
|                        | %                | \$            |

61. Are you an officer or director of any corporation?  Yes  No If yes, provide details:

| Company Name & Address | Begin and End Dates | Remuneration |
|------------------------|---------------------|--------------|
|                        |                     | \$           |
|                        |                     | \$           |

62. Are you a participant in a profit sharing plan?  Yes  No  
 If yes, name of plan: \_\_\_\_\_ Value in plan: \$ \_\_\_\_\_

63. Do you have a will and/or living trust?  Yes  No If yes, attach copy.

64. Are you a trustee, executor, beneficiary, or administrator under any will or testament, insurance policy, or trust agreement (including a family trust)?  Yes  No If yes, provide details:

| Description | Type | Relationship to You |
|-------------|------|---------------------|
|             |      |                     |
|             |      |                     |

65. • Do you have a safe deposit box?  Yes  No If yes, provide information below for each box:

• Do you have assets or documents in someone else’s safe deposit box?  Yes  No  
 If yes, provide information below for each box:

• Are you a designated deputy and/or do you have access to someone else’s safe deposit box?  
 Yes  No If yes, provide information below for each box:

| Name and Address of Location of Safe Deposit Box | Box No. | Contents |
|--|---------|----------|
|  |         |          |
|  |         |          |

66. Provide details for all insurance policies held (except life insurance list earlier). Include details about riders or supplemental insurance on personal assets (e.g., jewelry, antiques, etc.):

| Type of Policy | Company Name | Policy Number | Coverage Limits |
|----------------|--------------|---------------|-----------------|
|                |              |               |                 |
|                |              |               |                 |
|                |              |               |                 |
|                |              |               |                 |

67. List any other assets not listed previously including any assets outside the United States:

| Asset Description | Location | Value |
|-------------------|----------|-------|
|                   |          | \$    |
|                   |          | \$    |
|                   |          | \$    |
|                   |          | \$    |

**Following is a summary of document copies you are required to attach:**

1. Profit & Loss Statements, Balance Sheets and Statements of Cash Flows for the last two years for your and/or your spouse's business(es) and /or interest in partnerships. Also attach part-year Profit and Loss Statement and Balance Sheet for period between the end of the last fiscal year and today's date.
2. Your and your spouse's most recent pay stub(s) or direct deposit statement(s), if employed.
3. Federal and State tax returns for the last two years (both business and individual). Attach copy of entire tax return and all forms W-2 and 1099.
4. The most recent mortgage/loan statement(s) and lien documents.
5. The three most recent bank, financial institution, investment or other account statements for all of your and/or your spouse's business and personal accounts.
6. All loan and line-of-credit applications submitted by you or your spouse within the last 3 years.
7. Credit card statements.
8. Divorce settlement or decree(s), if any.
9. Will and/or living trust documents.
10. Signed "Authorization to Release Information" form (separate document).

**PLEASE READ CAREFULLY BEFORE SIGNING**

**With knowledge of the penalties and liability for false statements provided by Title 18, United States Code, Section 1001, with knowledge of the penalties and liability for false claims provided by Title 31, United States Code, Section 3729 et seq., and with knowledge that this financial disclosure statement is submitted by me to affect action by the United States Department of Justice, I hereby certify under penalty of perjury that the above statements are true, accurate and correct and that it is a complete statement of all my income and assets, real and personal, whether held in my name or by any other.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Full Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Spouse/Companion

\_\_\_\_\_  
Print Full Name of Spouse/Companion

If you were assisted by someone in filling out this financial disclosure statement, please state that person's name and relationship to you, and have that person sign below:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Relationship

\_\_\_\_\_  
Print Full Name

Note: If you have added additional sheets to this form or added information on the back of any page, you must also sign these sheets.

Revised February 2010

Make copies of this sheet when additional space is needed. Indicate the question numbers on the left.

| # | Details |
|---|---------|
|   |         |

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Appendix I**

- 1
- 2 S-1500-CL-208295
- 3 S-1500-CL-213081
- 4 S-1500-CL-214483
- 5 S-1500-CL-205558
- 6 S-1500-CL-193861
- 7 S-1500-CL-209051
- 8 S-1500-CL-195755
- 9 S-1500-CL-234976
- 10 S-1500-CL-217221
- 11 S-1500-CL-207839
- 12 S-1500-CL-228271
- 13 S-1500-CL-209405
- 14 S-1500-CL-185492
- 15 S-1500-CL-176511
- 16 S-1500-CL-198335
- 17 S-1500-CL-209405
- 18 S-1500-CL-192779
- 19 S-1500-CL-193727
- 20 S-1500-CL-262787
- 21 S-1500-CL-208628
- 22 S-1500-CL-223541
- 23 S-1500-CL-167834
- 24 S-1500-CL-238477
- 25 S-1500-CL-246067
- 26
- 27
- 28