UNITED STATES DISTRICT COURT EASTERN DISTRICT OF MICHIGAN SOUTHERN DIVISION

UNITED STATES OF AMERICA,	
	CASE NO. 2:13-cv-13914
Plaintiff,	
	HON. ROBERT H. CLELAND
VS.	MAG. JUDGE PAUL J. KOMIVES
KIESHA LAWTON,	
Defendant.	
/	

CONSENT JUDGMENT

This matter having come before the Court upon the United States' complaint; the parties having reached an agreement; and the Court being duly advised in the premises, now therefore

The Court finds:

That Defendant is indebted to the **Federal Emergency Management Agency (FEMA)** for unpaid restitution in the amount of \$7,085.00;

That Defendant is currently without assets sufficient to pay the judgment in full; and

That it is in the best interests of the parties to enter into an installment agreement; now therefore,

IT IS HEREBY ORDERED that:

- 1) Judgment shall enter against **KIESHA LAWTON** in the amount of \$7,085.00;
- 2) Defendant is indebted \$7,085.00 to the Federal Emergency Management Fund (FEMA) for restitution. Defendant agrees to repay this debt through monthly payments of \$25.00 per month, until the entire obligation has been paid in full;
- 3) This agreement shall remain in force and effect until such time as the judgment is paid in full;

All payments shall be by check or money order and shall be made payable to the **Federal Emergency Management Agency**:

Payments shall be mailed to:

United States Attorney's Office 211 W. Fort Street -- Suite 2001 Attn: Financial Litigation Unit Detroit, Michigan 48226

After recording that payment has been received in accordance with this agreement, the U.S. Attorney's Office will forward payments to:

FEMA – LOCKBOX P.O. BOX 70941 Charlotte, NC 28272-0941

Please include a notation on the check indicating "Kiesha Lawton's restitution for U.S. v. Linda Linseman, et al."

- 4) Defendant waives any objection to participation in the Treasury Offset Program;
- 5) Defendant shall submit complete annual financial information pursuant to the request of the United States;

- 6) Defendant shall maintain books and records sufficient to verify all financial information submitted to the United States;
- All payments due hereunder are to be forwarded to the United States in such a manner as to be received by the United States on or before the due date of such payment;
- 8) The payment terms established hereunder are subject to modification upon material changes in Defendant's financial condition;
- 9) In the event that the United States does not receive any payment by close of business on the due date of the payment, due to the actions of the defendant, or does not receive the financial information required by this agreement, the United States may take any action deemed necessary to collect the then outstanding balance due from Defendant;
- 10) In the event the United States does not receive any payment by the close of business on the due date of the payment, due to the actions of the defendant, then in addition to the remedies provided in paragraph 9, interest at the standard federal judgment rate then in effect shall begin to accrue on the outstanding balance due on the debt;
- In the event that Defendant's place of employment changes or Defendant's residence changes, then Defendant shall notify the United States of such change within five days of the change of employment or change of residence;

12) As long as Defendant is in compliance with all the terms of this agreement, the United States shall not garnish Defendant's wages or bank accounts.

September 17, 2013

<u>s/Robert H. Cleland</u>United States District Judge

STIPULATION

The undersigned parties hereby stipulate to the entry of the above-stated order.

BARBARA L. McQUADE United States Attorney

s/Jacqueline M. Hotz
JACQUELINE M. HOTZ (P35219)
Assistant U. S. Attorney
211 W. Fort St., Suite 2001
Detroit, Michigan 48226
Jackie.Hotz@usdoj.gov
(313) 226-9108

Kiesha Lawton (w/consent)
KIESHA LAWTON
Defendant

- In the event that Defendant's place of employment changes or Defendant's residence changes, then Defendant shall notify the United States of such change within five days of the change of employment or change of residence;
- 13) As long as Defendant is in compliance with all the terms of this agreement, the United States shall not garnish Defendant's wages or bank accounts.

Judge	

STIPULATION

The undersigned parties hereby stipulate to the entry of the above-stated order.

BARBARA L. MCQUADE United States Attorney

By:

JACQUELINE M. HOTZ (P35219) Assistant United States Attorney 211 W. Fort, Ste. 2001 Detroit, Michigan 48226 Tel. No. (313) 226-9108 KIESHA LAWTON Defendant

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