

**THE SPECIAL COMMITTEE FOR THE FIFTH CIRCUIT JUDICIAL COUNCIL**

**Before: Edith H. Jones, Chief Judge, U.S. Court of Appeals for the Fifth Circuit; Fortunato Benavides, U.S. Circuit Judge; and Sim Lake, U.S. District Judge**

---

**IN RE: Complaint of Judicial Misconduct against United States District Judge G. Thomas Porteous, Jr., Eastern District of Louisiana**

---

**Docket Number: 07-05-351-0085**

**CHARGES OF JUDICIAL MISCONDUCT**

Based on its review of the Complaint of Judicial Misconduct filed by the United States Department of Justice, and its own investigation of the matters discussed therein, the Special Committee for the Fifth Circuit Judicial Council charges:

**I. BACKGROUND**

1. From approximately 1984 to October 1994, Gabriel Thomas Porteous, Jr. ("Porteous") was a judge on the 24<sup>th</sup> Judicial District Court of the State of Louisiana. Prior to taking judicial office, Porteous was engaged in the practice of law, including employment as Special Counsel to the Office of the Louisiana Attorney General (1971-1973), as an Assistant District Attorney of Jefferson Parish, Louisiana (1973 - 1975), and as the City Attorney of Harahan, Louisiana (1982 - 1984).
2. On August 25, 1994, Porteous was nominated by the President of the United States to fill a seat on the United States District Court for the Eastern District of Louisiana. Porteous was confirmed by the Senate on October 7, 1994 and he received his commission as a United States District Judge on October 11, 1994. From that date to the present, Porteous became bound by

and subject to the Code of Conduct for United States Judges (hereafter the "Code" or the "Canons").

3. At all times pertinent to these charges, Porteous was married to Carmella G. Porteous ("Mrs. Porteous"), until her death on December 22, 2005.

4. On March 28, 2001, Porteous and Mrs. Porteous ("debtors") filed a voluntary Chapter 13 bankruptcy petition in the Eastern District of Louisiana in Number 01-12363. The Chapter 13 Trustee assigned to the file was S. J. Beaulieu, Jr. ("Beaulieu"). Counsel for the debtors was Claude C. Lightfoot, Jr. ("Lightfoot). While represented by Lightfoot, the debtors filed their voluntary petition for Chapter 13 relief under the names of "Ortous, G. T." and "Ortous, C. A." and used a post office box as an address. On April 9, 2001, the debtors filed an amended voluntary petition using their actual names. On or about June 1, 2001, an order from the United States Bankruptcy Court for the Eastern District of Louisiana was entered that recused the three judges of said Bankruptcy Court from sitting on the Porteous bankruptcy case. The matter was then transferred to United States Bankruptcy Judge William Greendyke ("Judge Greendyke") of the Southern District of Texas. On July 22, 2004, the debtors' bankruptcy was discharged.

5. At all times pertinent to these charges, the following individuals were attorneys licensed to practice law in the State of Louisiana: Claude C. Lightfoot, Jacob J. Amato, Jr., Warren A. ("Chip") Forstall, Jr., Robert G. Creely, Don C. Gardner, Leonard L. Levenson and Joseph Mole.

6. At all times pertinent to these charges, Rhonda F. Danos served as secretary and assistant to Porteous.

## **II. SELECTED JUDICIAL CANONS**

### **CODE OF CONDUCT FOR UNITED STATES JUDGES**

system of government under law.”

Canon 2 A. provides as follows:

A judge should respect and comply with the law and should act at all times in a manner that promotes public confidence in the integrity and impartiality of the judiciary.

Commentary to Canon 2 A. provides in pertinent part:

Public confidence in the judiciary is eroded by irresponsible or improper conduct by judges. A judge must avoid all impropriety and appearance of

impropriety. A judge must expect to be the subject of constant public scrutiny. A judge must therefore accept restrictions that might be viewed as burdensome by the ordinary citizen and should do so freely and willingly. The prohibition against behaving with impropriety or the appearance of impropriety applies to both the professional and personal conduct of a judge . . . . Actual improprieties under this standard include violations of law, court rules or other specific provisions of this Code.

**Canon 3 C. (1)** provides in pertinent part as follows:

A judge shall disqualify himself . . . in a proceeding in which the judge's impartiality might reasonably be questioned . . . .

**Canon 3 D.** provides:

A judge disqualified by the terms of Canon 3C(1) . . . may, instead of withdrawing from the proceeding, disclose on the record the basis of the disqualification. If the parties and their lawyers after such disclosure and an opportunity to confer outside of the presence of the judge, all agree in writing or on the record that the judge should not be disqualified, and the judge is then willing to participate, the judge may participate in the proceeding. The agreement shall be incorporated in the record of the proceeding.

**Canon 5 C.** provides in pertinent part:

**Financial Activities**

(1) A judge should refrain from financial and business dealings that tend to . . . involve the judge in frequent transactions with lawyers or other persons likely to come before the court on which the judge serves.

....

(4) A judge should not solicit or accept anything of value from anyone seeking official action from or doing business with the court or other entity served by the judge, or from anyone whose interests may be substantially affected by the performance or nonperformance of official duties; except that a judge may accept a gift as permitted by the Judicial Conference gift regulations. A judge should endeavor to prevent a member of a judge's family residing in the household from soliciting or accepting a gift except to the extent that a judge would be permitted to do so by the Judicial Conference gift regulations.

(5) For the purposes of this section "members of the judge's family residing in the judge's household" means any relative of a judge by blood or marriage . . . who resides in the judge's household.

(6) A judge should report the value of any gift, bequest, favor, or loan as required by statute or by the Judicial Conference of the United States.

**Commentary to Canon 5 C.** provides in pertinent part:

Canon 5 requires a judge to refrain from engaging in business and from financial activities that might interfere with the impartial performance of the judge's judicial duties; Canon 6 requires a judge to report all compensation received for activities outside the judicial office.

**Canon 6 (C)** provides, "Public Reports. A judge should make required financial disclosures in compliance with applicable statutes and Judicial Conference regulations and directives."

United States . . . and one or more of such persons do any act to effect the object of the conspiracy, each shall [have committed a criminal offense against the United States]. .

11. Title 18, United States Code, § 1001 [false statements] provides in pertinent part, “. . . whoever, in any matter within the jurisdiction of the . . . judicial branch of the Government of the United States, knowingly and willfully-- (1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact; (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the

same to contain any materially false, fictitious, or fraudulent statement or entry [commits a criminal offense against the United States].

12. Title 18, United States Code, § 1344 [bank fraud], provides in pertinent part, “[w]hoever knowingly executes, or attempts to execute, a scheme or artifice – (1) to defraud a financial institution [commits a criminal offense against the United States.]”

13. Title 18, United States Code, § 1621 (2) [perjury] provides, “Whoever – in any declaration, certificate, verification or statement under penalty of perjury as permitted under section 1746 of title 28, United States Code, willfully subscribes as true any material matter which he does not believe to be true, is guilty [of a criminal offense against the United States.]”

14. Title 28, United States Code, § 1746 [unsworn declarations under penalty of perjury], provides in pertinent part, “[w]herever, under any law of the United States . . . any matter is required or permitted to be supported, evidenced, established, or proved by the sworn declaration, verification, certificate, statement, oath, or affidavit, in writing of the person making the same . . . , such matter may, with like force and effect, be supported, evidenced, established, or proved by the unsworn declaration, certificate, verification, or statement, in writing of such person which is subscribed by him, as true under penalty of perjury, and dated, in substantially the following form:

(2) If executed within the United States . . . : “I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct. Executed on (date).”

15. Title 11, United States Code, § 521 (a)(3) [Debtor’s duties] provides in pertinent part, “The debtor shall – if a trustee is serving in the case . . . , cooperate with the trustee as necessary to enable the trustee to perform the trustee’s duties under this title [11 USC §§ 101 et seq.].

16. In a draft order confirming the debtors' plan, for the case styled In Re: Gabriel T. Porteous [and] Carmella A. Porteous, Case No. 01-12363, which was signed by Beaulieu and bearing the date of May 29, 2001, and which was sent to Judge Greendyke via Federal Express on or about June 25, 2001, it is written, "IT IS ORDERED THAT: . . . The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee."

17. In an official bankruptcy court order titled "Order Confirming The Debtor's Plan and Related Orders," filed in Case No. 01-12363 in the United States Bankruptcy Court for the Eastern District of Louisiana, signed by Judge Greendyke on June 28, 2001 and docketed with the Clerk of the U.S. Bankruptcy Court on July 2, 2001, it is written, "IT IS ORDERED THAT: . . . The debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee."

18. Title 5, United States Code Appendix, §§ 101 et seq., [Ethics in Government Act of 1978, or, the "Act"] requires certain persons to file annual financial disclosure reports as of May 15 of the succeeding year.

Section 101(f)(11) of the Act includes a "judicial officer" within its purview.

Section 102(a)(1)(A) of the Act provides in pertinent part, that each report filed -

"shall include a full and complete statement with respect to . . . the source, type, and amount or value of income . . . from any source (other than from current employment by the United States Government) received during the preceding calendar year, aggregating \$200 or more in value .."

Section 102 (a)(2)(A) of the Act provides in pertinent part that for each report filed there shall be disclosure of -

"the identity of the source, a brief description, and the value of all gifts aggregating more than . . . \$250 . . . received from any source other than a relative of the reporting individual during the preceding calendar year, except that any food, lodging, or entertainment received as personal hospitality of an individual need not be reported, and any gift with a fair market value of \$100 or less, as adjusted at the same time and by the same percentage as the minimal value is adjusted, need not be aggregated for purposes of this subparagraph.

Section 109 (10) of the Act defines "judicial officer" to include –

"the . . . United States district courts . . . and any court created by Act of Congress, the judges of which are entitled to hold office during good behavior."

#### **IV. NON-EXHAUSTIVE ACTS OF MISCONDUCT**

##### **A. WILLFUL VIOLATIONS IN THE BANKRUPTCY CASE**

19. Following the filing of his voluntary Chapter 13 bankruptcy petition on March 28, 2001, and within the period of his bankruptcy, but without the authority, knowledge, consent or approval of the Bankruptcy Court or the Bankruptcy Trustee, Porteous incurred new gambling debts by utilizing gambling markers<sup>1</sup> totaling approximately \$31,900, including but not limited to the following acts:

---

<sup>1</sup> A gambling "marker" is a form of credit extended by a gambling establishment, such as a casino, that enables a customer to borrow money from the casino. The marker acts as the customer's check or draft to be drawn upon the customer's account at a financial institution should the customer not repay his/her debt to the casino. The marker authorizes the casino to present it to the bank for negotiation and draw upon the customer's bank account any unpaid balance after a fixed period of time.

- o from approximately August 20 to 21, 2001, Porteous borrowed approximately \$8,000 from Treasure Chest Casino in Kenner, Louisiana, by taking out approximately eight \$1,000 markers over that two day period;
- o on September 28, 2001, Porteous borrowed approximately \$2,000 from Harrah's Casino in New Orleans, Louisiana;
- o on October 13, 2001, Porteous borrowed approximately \$1,000 from Treasure Chest Casino in Kenner, Louisiana;
- o from approximately October 17 to 18, 2001, Porteous borrowed in excess of \$5,900 from Treasure Chest Casino in Kenner, Louisiana, by taking out approximately ten markers in various denominations over that two day period;
- o on October 31, 2001, Porteous borrowed approximately \$3,000 from Beau Rivage Casino in Biloxi, Mississippi;
- o on November 27 2001, Porteous borrowed approximately \$2,000 from Treasure Chest Casino in Kenner, Louisiana;
- o on December 11, 2001, Porteous borrowed approximately \$2,000 from Treasure Chest Casino in Kenner, Louisiana;
- o on December 20, 2001, Porteous borrowed approximately \$1,000 from Harrah's Casino in New Orleans, Louisiana;
- o on February 12, 2002, Porteous borrowed approximately \$1,000 from Grand Casino in Gulfport, Mississippi; and
- o from approximately July 4 to 5, 2002, Porteous borrowed \$2,500 from the Grand Casino, Gulfport, Mississippi, by taking out approximately four markers over that two day period.

all in violation of Judge Greendyke's court order of June 28, 2001 confirming the Chapter 13 plan, as well as Canons 1 and 2A.

20. Following the filing of his voluntary Chapter 13 bankruptcy petition on March 28, 2001, and without the authority, knowledge or approval of the Bankruptcy Court or the Bankruptcy Trustee, Porteous and his wife incurred new credit card debts including but not limited to the following acts:

- o between May 16 and June 18, 2002, \$734.31 in new charges;
- o between June 15 and July 18, 2001, \$277.74 in new charges;
- o between July 16 and August 17, 2001, \$321.32 in new charges,

all in violation of Judge Greendyke's court order of June 28, 2001 confirming the Chapter 13 plan, as well as Canons 1 and 2A.

21. With the knowledge, approval and advice of bankruptcy attorney Claude C. Lightfoot, Porteous did knowingly conspire and agree with Lightfoot to obfuscate the true names and address of the debtors on their bankruptcy petition filed on March 28, 2001, by falsely listing the names of the debtors as "G.T. Ortous" and "C.A. Ortous" with an address of P.O. Box 1723, Harvey, LA 70059-1723, which post office box had been rented by Porteous on March 20, 2001, or only eight days prior to the filing of the bankruptcy petition, when in fact the debtors had a long-standing residence at 4801 Neyrey Dr., Metairie, LA 70002. Said petition was signed by debtors under penalty of perjury, with a jurat that provided,

"I declare under penalty of perjury that the information provided in  
this petition is true and correct,"

all in violation of 18 United States Code §§ 152 (3), 371, 1621(2) and 28 United States Code § 1746, and Canons 1 and 2A.

22. Porteous did knowingly conceal assets and income from the bankruptcy estate and from Lightfoot by filing false and misleading schedules with the Bankruptcy Court and signing same under penalty of perjury in the bankruptcy proceedings, to wit:

- o in response to question 17 of Schedule B, filed April 9, 2001, which asked for "other contingent and unliquidated claims of every nature, including tax refunds," Porteous responded "none," when in fact Porteous and Mrs. Porteous knowingly filed for a federal tax refund in the amount of \$4,143.72 on March 23, 2001 – just five days before their Chapter 13 bankruptcy petition was filed - and received and deposited that tax refund approximately one week later, on April 13, 2001, into Porteous' bank account at Bank One;
- o in response to question 2 of Schedule B, filed April 9, 2001, which asked for "checking, savings, or other financial accounts, . . . or shares in banks, savings and loan, thrift, building and loan, and homestead associations," Porteous and Mrs. Porteous listed "Bank One Checking Account No. [REDACTED]" with a current value of \$100, when in fact the balance in that account on the date of filing the first voluntary bankruptcy petition, March 28, 2001, was more than \$1,800, and on the date the Amended Voluntary Petition was filed, April 9, 2001, the balance was more than \$3,000;
- o in response to question 2 of Schedule B, filed April 9, 2001, which asked for "checking, savings, or other financial accounts, . . . or shares in banks, savings and loan, thrift, building and loan, and homestead associations," Porteous and Mrs. Porteous failed to list a bank account with a balance of \$280;

- o the last page of the debtors' bankruptcy schedules is a declaration by debtors, titled, Declaration Under Penalty of Perjury By Individual Debtor, " which document bears the signatures of Porteous and Mrs. Porteous, and dated "4-9-01" under the following jurat:

I declare under penalty of perjury that I have read the foregoing summary and schedules consisting of 16 sheets plus the summary page, and that they are true and correct to the best of my knowledge, information, and belief."

all in violation of Title 18 United States Code §§ 152 (1) and (3), 371, 1621(2) and 28 United States Code § 1746, and Canons 1 and 2A.

23. On April 9, 2001, Porteous did knowingly sign under penalty of perjury the Statement of Financial Affairs in his amended bankruptcy petition, which declaration contained a jurat that provided,

"I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct."

The Statement of Financial Affairs, in Item 3.a., "Payments to creditors," demands a debtor "[l]ist all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$600 to any creditor, made within 90 days immediately preceding the commencement of this case." To this demand Porteous and Mrs. Porteous responded by answering, "[n]ormal installments," when in fact he failed to list full repayments and preferred certain creditors, to wit:

- o Fleet Credit Card - Carmella Porteous held Fleet credit card account [REDACTED] prior to the filing of the original voluntary bankruptcy petition on

March 28, 2001, and the balance on that account of \$1,088.41 was paid in full on March 23, 2001 - five days prior to filing - with a check drawn on the account of Rhonda Danos at Porteous' direction; and

- o Grand Casino markers – On February 27, 2001, Porteous obtained two \$1,000 loans or markers from Grand Casino Gulfport, which markers were successfully deposited against funds in Porteous' bank account on April 4, 2001, or one week after filing the original voluntary Chapter 13 petition on March 28, 2001, and five days before the filing of the amended voluntary Chapter 13 petition on April 9, 2001, in violation of 18 United States Code §§ 152 (3), 371, 1621(2) and 28 United States Code § 1746, and Canons 1 and 2A.

24. On April 9, 2001, Porteous did knowingly sign under penalty of perjury the Statement of Financial Affairs in his amended bankruptcy petition, which declaration contained a jurat that provided,

"I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct."

The Statement of Financial Affairs, in Item 8, "Losses," demands that debtor "[l]ist all losses from . . . gambling within one year immediately preceding the commencement of this case or since the commencement of this case. (Married spouses filing under . . . chapter 13 must include losses by either or both spouses whether or not a joint petition is filed . . . )", and Porteous and Mrs. Porteous answered, "None," when in fact casino records indicated that Porteous' gambling losses exceeded \$12,700 during the preceding year, including \$5,700 in

net losses, all in violation of 18 United States Code §§ 152 (3), 371, 1621(2) and 28 United States Code § 1746, and Canons 1 and 2A.

25. Porteous did knowingly and intentionally agree with bankruptcy attorney Claude Lightfoot to execute a plan which resulted in a fraud upon Regions Bank, an unsecured creditor of Porteous, in order to extend a \$5,000 loan from said financial institution, which loan was later discharged in bankruptcy, as follows:

- o on or about December 21, 2000, Claude Lightfoot presented a letter to Porteous which referenced workout letters mailed to all of Porteous' unsecured creditors, with the intentional omission of Regions Bank;
- o the workout letters received by the unsecured creditors, except Regions Bank, proposed a 21% settlement on debt in lieu of a Chapter 7 bankruptcy filing;
- o said letter from Lightfoot to Porteous provided in pertinent part, "I enclose a copy of the letters and one copy of the attachments I included with each that I have sent to all of the unsecured creditors, with the exception of Regions Bank which we wanted to exclude, proposing the workout of the debts to each . . . .";
- o Regions Bank, which had extended a \$5,000 loan to Porteous, and which loan was scheduled to come due on January 13, 2001, was intentionally omitted from the mailings which all other unsecured creditors received, thus causing the bank to be unaware of the bankruptcy being contemplated by Porteous;
- o on or about January 16, 2001, Porteous signed a loan renewal application with Regions Bank to extend the date of repayment for an additional six months, and on which application Porteous falsely represented, declared and certified that he was not "in the

process of bankruptcy” and that there had been “no material adverse change” in his financial condition “as disclosed in my most recent financial statement to lender;”

- o based on the above misrepresentations by Porteous, Regions Bank agreed to renew and extend the loan to July 17, 2001; and
- o subsequently, on March 28, 2001, Porteous filed his original voluntary petition for Chapter 13 bankruptcy, and the Regions Bank loan was ultimately discharged in bankruptcy as one of many unsecured creditors, thus causing Regions Bank to incur a significant loss on its loan,

all in violation of 18 United States Code, § 1344, and Canons 1 and 2A.

26. There are material discrepancies between statements Porteous made in contemplation of filing for bankruptcy in late 2000, as compared to filings in his bankruptcy case in April 2001, and as compared to his Financial Disclosure Report filed with the Administrative Office of United States Courts for calendar year 2000 (filed on May 10, 2001).

On December 21, 2000, Porteous’ bankruptcy attorney, Claude Lightfoot, mailed “work out” letters to Porteous’ unsecured creditors. Said letters listed thirteen separate credit cards totaling debt in excess of \$180,000, many of which represented reportable liabilities.

Less than four months later, on April 9, 2001, Porteous filed his amended petition for voluntary Chapter 13 bankruptcy. As part of that filing, Porteous included on Schedule F (“Creditors Holding Unsecured Nonpriority Claims”) fifteen separate credit card accounts with balances totaling \$191,246.73 of debt, plus an additional \$5,000 unpaid loan to Regions Bank, all of which totaled \$196,246.73.

In comparison, Porteous filled out his Financial Disclosure Report for 2000, which report was signed and certified by Porteous on May 10, 2001 as “accurate, true, and complete.” In said

report, Porteous listed under the category of "Creditor" just two separate credit card entities: MBNA and Citibank. For each of these credit card companies, Porteous listed under "Value Code" the designation "J." The legend for value codes on said form provides "J=\$15,000 or less." Stated another way, Porteous' signed and certified filing declared that he had but two liabilities (credit cards for MBNA and Citibank) for calendar year 2000, the total value of which did not exceed \$30,000 in the aggregate - the same year as Lightfoot reported thirteen credit cards for over \$180,000 in debt.

Therefore, Porteous falsified the amount of his liabilities on his Financial Disclosure Report for calendar year 2000. The jurat on said report to which Porteous subscribed provides, "I certify that all information given above . . . is accurate, true, and complete to the best of my knowledge and belief, and that any information not reported was withheld because it met applicable statutory provisions permitting non-disclosure," all in violation of 18 United States Code §1001,

#### **B. SOLICITATION, ACCEPTANCE OF REMUNERATION, GIFTS AND THINGS OF VALUE FROM ATTORNEYS**

27. Beginning in the late 1980s, as a state court trial judge, and continuing as a course of conduct beyond October 11, 1994 as a United States District Judge, and through at least June 1999, Porteous solicited and received for his own behalf and on the behalf of his family members, remuneration and other things of value from attorneys who practiced before him, including Jacob Amato, Robert Creely, Warren A. "Chip" Forstall, Jr., Leonard L. Levenson and Don C. Gardner. Said remuneration and things of value included, but were not limited to: cash, lunches and dinners, entertainment, hotel costs, air travel, and costs of hunting and fishing excursions; a "bachelor party" for Porteous' son in Las Vegas, NV, which included

transportation and lodging to/from Las Vegas (1999); as well as at least \$2,000 cash in financial assistance ostensibly to pay for the wedding of Porteous' child (1999). Porteous never paid these donors back for any gifts or remuneration. Furthermore, Porteous omitted listing any of these transactions, whether characterized as gifts or other things of value from attorneys, as required on his annual Financial Disclosure Reports (see paragraph 18, above) for calendar years 1994, 1995, 1996, 1997, 1998, and 1999, and as a result, filed incomplete, inaccurate and misleading financial reports, all in violation of 18 United States Code, §§ 1001, 1621(2) and 28 United States Code § 1746, and Canons 1, 2A and 6(C).

28. In the course of conduct referenced in paragraph 27, above, Porteous solicited for himself and ostensibly for his family members, cash and other things of value from Creely and Amato and their law firm partnership. The aggregate value of said solicitations of cash and other things of value given to Porteous by Creely and Amato is estimated to be in excess of \$10,000 for the time period that Porteous has served as a state and federal judge. None of the remuneration and things of value solicited and received from Creely, Amato or their law firm by Porteous was ever paid back. Therefore, none of the remuneration could be characterized as a loan, and in fact, may have become income to Porteous that should have been reported on his federal income tax returns.

29. Paragraphs 27 - 28 are incorporated herein by reference. While Porteous was a state court judge, Creely and Amato finally demurred to making cash payments to him from their law firm operating account. Porteous then sent the firm "curatorship" representations, which fees were paid to the Creely & Amato law firm by the State of Louisiana through the state court system. Porteous then exacted a "kickback" of a portion of the curatorship fees.

30. Paragraphs 27 - 29 are incorporated herein by reference. In or about May or June 1999, Porteous asked Amato for \$2,000 cash to allegedly help defray the cost a wedding for one of Porteous' children. In response to Porteous' request for money, Creely and Amato agreed to obtain the funds from the firm's operating account, divided the amount equally between themselves, and put the cash in a sealed envelope which was picked up at the Creely & Amato law office by Rhonda Danos. Porteous never repaid the \$2,000.

31. During the time period referenced in paragraph 30, which is incorporated herein by reference, Porteous had pending before him in federal court the case *In re Liljeberg Enters. Inc.*, Civ. No. 93-01794 (filed June 1, 1993). Attorneys Amato (of the law firm Creely & Amato) and Leonard Levenson represented the Liljebergs, a party to said lawsuit, while attorney Don C. Gardner represented the opposing party, Lifemark/Tenant, to that lawsuit.

32. Paragraphs 27 through 31 are incorporated herein by reference. During the course of the *Liljeberg* lawsuit, a motion to recuse Porteous was filed by attorney Joe Mole on behalf of Lifemark/Tenant because of the alleged close relationships between Porteous and Liljeberg attorneys Amato and Levenson. During the life of the litigation generally, and during the course of the motion to recuse specifically, Porteous never disclosed to Lifemark/Tenant the fact that he had received financial assistance and other things of value from Amato, the law firm of Amato & Creely, or from Levenson. Similarly, neither Amato nor Levenson disclosed to Lifemark/Tenant that they had a history of providing Porteous gifts and other things of value. Ultimately, Porteous denied the recusal motion, and never disclosed his financial relationships with Liljeberg counsel to the Lifemark/Tenant movants or in his annual Financial Disclosure report to the Administrative Office of United States Courts. Attorney Don Gardner was then retained to assist attorney Mole on behalf of Lifemark/Tenant, based on Gardner's alleged close ties to Porteous.

The conduct of Porteous as described in this paragraph was in violation of Canons 1, 2A, 3 C (1) and (D), 5 C (1), (4), (5) and (6)(C).

33. Paragraphs 27 – 32 are incorporated herein by reference. Between them, Creely and Amato represented parties in four actions over which Porteous presided as a federal judge. According to PACER records, those matters were:

- o *In re Liljeberg Enters. Inc.*, Civ. No. 93-01794 (filed June 1, 1993)
- o *United States v. Ratcliff*, Civ. No. 95-00224 (filed Jan. 19, 1995)
- o *Buck v. Candy Fleet Corp.*, Civ. No. 97-01593 (filed May 16, 1997)
- o *Union Planters Bank, N.A. v. Gavel*, Civ. No. 02-01224 (filed April 24, 2002)

34. Paragraphs 27 – 33 are incorporated herein by reference. Attorney Leonard Levenson had approximately ten cases pending before Porteous, equally divided between state and federal court. During periods when Levenson had contested matters pending before Porteous in federal court, Levenson would often dine with Porteous and pay for all their meals. One such federal case was *In re Liljeberg Enters. Inc.*, wherein Levenson was co-counsel with Jacob Amato. During the pendency of the *Liljeberg* case, Levenson took Porteous to lunches and paid for all the meals.

35. Paragraphs 27 – 34 are incorporated herein by reference. Between approximately 1993 and 1995, Creely would take Porteous dove hunting in Mexico and pay for all his expenses. Each hunting trip cost the Creely & Amato law firm approximately \$1,500 in expenses for Porteous, which amounts were not reimbursed by Porteous to either Amato, Creely or the Creely & Amato law firm

36. Paragraphs 27 – 35 are incorporated herein by reference. In approximately May 1999, Porteous and a group of men traveled to Las Vegas for his son's bachelor party. Among the

attendees on this trip were attorneys Creely and Don Gardner. Creely paid \$421.90 for Porteous' room at Caesar's Palace hotel. Casino records from that hotel show that during his stay, from May 20 - 23, 1999, Porteous lost \$1,200 gambling. Porteous did not pay back Creely or any other attorney attendee for travel and lodging expenses incurred by Porteous. In fact, Porteous deposited approximately \$5,000 into his personal account in the days following this trip.

37. Paragraphs 27 - 36 are incorporated herein by reference, and represent violations of 18 United States Code, § 1001 and Canons 1, 2A, 3C(1), 3(D), 5C(1),(4), (5) and 6(C).

**On behalf of the Special Committee of the Fifth Circuit Judicial Council:**

  
Ronald G. Woods  
Investigator for the Special Committee

10/18/07  
Date