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REPORT BY THE SPECIAL INVESTIGATORY COMMITTEE TO THE JUDICIAL COUNCIL OF THE UNITED STATES COURT OF APPEALS FOR THE FIFTH CIRCUIT

DOCKET NO. 07-05-351-0085

In the Matter of Judge G. Thomas Porteous, Jr.
United States District Judge
Eastern District of Louisiana

Submitted

November 20, 2007

VOLUME 1
OF 2 VOLUMES OF EXHIBITS

CONFIDENTIAL

INDEX OF EXHIBITS ATTACHED TO CONFIDENTIAL REPORT

Exh. #	Description	Date	Hearing Exhibit No.	Bates Range
A	DOJ Complaint	05/18/07	34	SC00767-00788
B	Pretrial Charge Document-Judicial Misconduct	10/18/07	84	No Bates #
C	Glen O. Gabbard, M.D. Report	10/10/07	2	SC00200-00211
D	Significant Documents from Porteous Correspondence:		47 35	SC00849-00955 SC00789-00791
	1. Letter from Chief Judge Jones to Judge Porteous Re: Appointment of Special Committee	05/24/07		SC00849
	2. Letter from Kyle Schonekas, Attorney for Judge Porteous to Ronald G. Woods, Esq. Re: Representation of Judge Porteous and Response to Complaint	06/11/07		SC00851-00856
	3. Letter from Chief Judge Jones to Kyle Schonekas Re: Response to Disability	06/25/07		SC00857-00858
	4. Letter from Kyle Schonekas to Ronald G. Woods, Esq. Re: Withdrawal of Representation	07/02/07		SC00859
	5. Letter from Judge Porteous to Chief Judge Jones Re: Continuance Request	07/05/07		SC00860-00861
	6. Letter from Chief Judge Jones to Judge Porteous Re: Response to Continuance Request	07/10/07		SC00862-00863
	7. Letter from Michael H. Ellis to Chief Judge Jones Re: Michael Ellis representing Judge	08/02/07		SC00864

Exh. #	Description	Date	Hearing Exhibit No.	Bates Range
	Porteous			
	8. Letter from Ronald G. Woods to Michael H. Ellis Re: Response to Ellis's 08/02/07 Letter	08/03/07		SC00865
	9. Letter from Michael H. Ellis to Ronald G. Woods, Esq. Re: Grounds for Dismissal	08/09/07		SC00866-00868
	10. Letter from Ronald G. Woods to Michael H. Ellis Re: Response to Ellis's 08/09/07 Letter	08/14/07		SC00869-00873
	11. Letter from Michael H. Ellis to Ronald G. Woods Re: Response of Judge Porteous to Complaint and Disability Claim	08/16/07		SC00874-00892
	12. Letter from Chief Judge Jones to Judge Porteous Re: Chief Judge Jones' Judicial Misconduct Complaint	08/29/07	35	SC00789-00791
	13. Letter from Ronald G. Woods to Michael H. Ellis Re: Confirmation of Documents provided to Michael H. Ellis	09/14/07		SC00893-00907
	14. Letter from Michael H. Ellis to Ronald G. Woods Re: Dr. Gabbard's test results	09/26/07		SC00908
	15. Letter from Ronald G. Woods to Michael H. Ellis Re: Discovery Offer	10/08/07		SC00909-00910
	16. Letter from Michael H. Ellis to Ronald G. Woods Re: Ellis' Withdrawal	10/16/07		SC00911
	17. Letter from Michael H. Ellis to Judge Porteous Re: Ellis' Withdrawal	10/16/07		SC00912
	18. Letter from Judge Porteous to Ronald G. Woods Re: Continuance Request	10/18/07		SC00936-00938
	19. Letter from Ronald G. Woods to Judge Porteous Re: Denial of Continuance	10/19/07		SC00941-00942

Exh. #	Description	Date	Hearing Exhibit No.	Bates Range
	20. Letter from Ronald G. Woods to Judge Porteous Re: Evidence to Judge Porteous	10/19/07		SC00945
	21. Letter from Ronald G. Woods to Judge Porteous Re: Discovery provided to Judge Porteous' counsel	10/19/07		SC00946
	22. Letter from Ronald G. Woods to Judge Porteous Re: Evidence/Discovery forwarded to Judge Porteous	10/19/07		SC00947-00949
	23. Letter from Ronald G. Woods to Judge Porteous Re: Documents delivered to Judge Porteous	10/24/07		SC00950-00955
	24. Letter from Ronald G. Woods to Judge Porteous Re: Exhibit List and Underlying Document Index to Judge Porteous	10/26/07		No Bates #
E	Exhibit List from Hearing	10/29/07 10/30/07	----------	----------
F	Regions Bank Loans Lightfoot Letter Re: Regions Bank	01/27/00 12/21/00	4 5	SC00272-00295 SC00296-00299
G	Significant Documents from Porteous Bankruptcy File:		1	SC00001-00199
	1. Designation of Judge William R. Greendyke to preside over Porteous bankruptcy	06/04/01		SC00064
	2. Temporary Assignment of Bankruptcy Judge William Greendyke to Eastern District of Louisiana	06/04/01		SC00065
	3. Schedules indicating current income and expenditures of Debtor(s) with Declaration	04/09/01		SC00108-00116

Exh. #	Description	Date	Hearing Exhibit No.	Bates Range
	4. Voluntary Petition for Bankruptcy filed by G.T. Ortous and C.A. Ortous with Notice to Individual Consumer Debtor	03/28/01		SC00122-00124
H	Testimony of Judge G. Thomas Porteous, Jr. at Hearing	10/29/07 10/30/07	----------	----------
I	Gardner Fee Agreement	02/18/97	10	SC00397-398
J	Preferred Payment of Fleet Credit Card by Rhonda Danos	03/23/01	29	SC00618-00620
K	Check from Rhonda Danos to Beau Rivage	04/30/01	90	
L	Porteous Financial Disclosure Reports		3	SC00212-00271

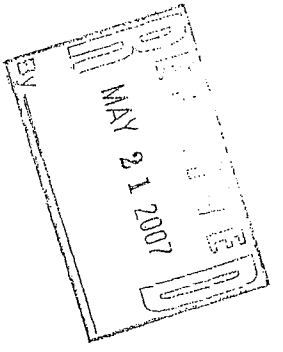
TAB A

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

May 18, 2007



The Honorable Edith H. Jones
Chief Judge
United States Court of Appeals for the Fifth Circuit
515 Rusk Avenue, Room 12505
Houston, Texas 77002-2655

Re: Complaint of Judicial Misconduct Concerning the Honorable G. Thomas Porteous, Jr.

Your Honor:

The United States Department of Justice respectfully submits this complaint referring allegations of judicial misconduct concerning the Honorable G. Thomas Porteous, Jr., United States District Judge for the Eastern District of Louisiana, pursuant to 28 U.S.C. §§ 351-64 and the Rules Governing Complaints of Judicial Misconduct or Disability (amended July 15, 2003).[1]

For the past several years, the Federal Bureau of Investigation ("FBI") and a grand jury empanelled in the Eastern District of Louisiana investigated whether Judge Porteous and other individuals bribed or conspired to bribe a public official in violation of 18 U.S.C. §§ 201 and 371, committed or conspired to commit honest services mail- or wire-fraud in violation of 18 U.S.C. §§ 371, 1341, 1343, and 1346, submitted false statements to federal agencies and banks in violation of 18 U.S.C. §§ 1001 and 1014, and filed false declarations, concealed assets, and acted in criminal contempt of court during his personal bankruptcy action in violation of 18 U.S.C. §§ 152 and 401.

The Department has determined that it will not seek criminal charges against Judge Porteous. Although the investigation developed evidence that might warrant charging Judge Porteous with violations of criminal law relating to judicial corruption, many of those incidents took place in the 1990s and would be precluded by the relevant statutes of limitations. In reaching its decision not to bring other available charges that are not time barred, the Department weighed the government's heavy burden of proof in a criminal trial, and the obligation to carry that burden to a unanimous jury; concerns about the materiality of some of Judge Porteous's provably false statements; the special difficulties of proving mens rea and intent to deceive beyond a reasonable doubt in a case of this nature; and the need to provide consistency in charging decisions concerning bankruptcy and criminal contempt matters. The Department also

[1] This complaint contains information obtained by the grand jury. The district court has authorized disclosure of matters occurring before the grand jury pursuant to Fed. R. Crim. P. 6(e)(3)(E)(I) solely for use in this complaint and any resulting judicial proceedings.

gave careful consideration -- as it must -- to the availability of alternative remedies for Judge Porteous's history of misconduct while on the bench, including impeachment and judicial sanctions administered pursuant to 28 U.S.C. §§ 351-64.

Despite the Department's decision not to charge Judge Porteous with violations of federal criminal law, the investigation has uncovered evidence of pervasive misconduct committed by Judge Porteous. The Department also is aware that Judge Porteous and his medical examiners have concluded that he is mentally and psychologically unfit to serve as a federal judge, and that his incompetency is permanent. Collectively, the evidence indicates that Judge Porteous may have violated federal and state criminal laws, controlling canons of judicial conduct, rules of professional responsibility, and conducted himself in a manner antithetical to the constitutional standard of good behavior required of all federal judges. Further, it has come to the Department's attention that Judge Porteous is scheduled to return to the federal bench in June 2007, at which time he may seek to preside over matters involving the Department. The Department accordingly refers this evidence to Your Honor for possible disciplinary proceedings and, if warranted, certification of the allegations to Congress for impeachment.

BACKGROUND

On October 11, 1994, G. Thomas Porteous, Jr., was confirmed by the United States Senate as a United States District Court Judge for the Eastern District of Louisiana. Before his elevation to the federal bench, he served as a judge on the 24th Judicial District Court of the State of Louisiana ("24th JDC") for ten years, from 1984 to 1994.

The New Orleans Division of the FBI conducted an investigation into allegations of judicial corruption in the 24th JDC. That investigation resulted in the convictions of fourteen defendants, including several 24th JDC judges, the owners of a bail bonding business, and other state court litigants and officials. During the investigation, the FBI was informed that Judge Porteous had in the past accepted, and as a federal judge continued to accept things of value, including payments and trips, from local attorneys, allegedly in exchange for favorable rulings. The FBI also was informed that Judge Porteous maintained an improper relationship with Louis and Lori Marcotte, the owners of a bail bonding business, who allegedly provided Judge Porteous as well as other state judges and employees various things of value in exchange for access and assistance on bond-related matters.

In March 2001, Judge Porteous and his wife, Carmella Porteous, filed for bankruptcy under Chapter 13. Gabriel and Carmella Porteous signed and filed a declaration that their bankruptcy schedules and statement of financial affairs were true to the best of their knowledge, information, and belief. Subsequently, the bankruptcy court confirmed a repayment plan based on the information the Porteouses submitted to the court. The bankruptcy judge issued an order providing for repayment to the creditors over a 36-month period and prohibiting the Porteouses from accruing further debt during the bankruptcy. The repayment plan was satisfied and the bankruptcy discharged in July 2004.

SC00768

EVIDENCE OF MISCONDUCT

I. Evidence that Judge Porteous Violated the Order of the Bankruptcy Court

Judge Porteous and his wife Carmella Porteous filed for bankruptcy on March 28, 2001. The Porteouses' financial records show that they sought protection in bankruptcy in large part because of their substantial gambling activities. For example, between June 1995 and July 2000, while Judge Porteous served on the federal bench, over $66,000 in gaming charges appear on Judge Porteous's credit card statements. Along with those credit card charges, between January 1996 and May 2000 Judge Porteous wrote checks or made cash withdrawals at casinos for an additional $27,739.

Judge William Greendyke, sitting by designation on the Bankruptcy Court for the Eastern District of Louisiana, issued an Order confirming the bankruptcy repayment plan on June 28, 2001. Among other things, Judge Greendyke ordered that "[t]he debtor(s) shall not incur additional debt during the term of this Plan except upon written approval of the Trustee. Failure to obtain such approval may cause the claim for such debt to be unallowable and non-dischargeable."

Judge Porteous violated this order on multiple occasions. Among other debts, he obtained gambling markers and loans from casinos during the pendency of the bankruptcy proceeding.[2] Judge Porteous obtained the following short-term debts from casinos in the aggregate amount of $31,900 in violation of the court's order:

- on August 20 and 21, 2001, Porteous borrowed $8,000 from Treasure Chest Casino in Kenner, Louisiana;
- on September 28, 2001, Porteous borrowed $2,000 from Harrah's Casino in New Orleans, Louisiana;
- on October 13, 2001, Porteous borrowed $1,000 from Treasure Chest Casino in Kenner, Louisiana;
- on October 17 and 18, 2001, Porteous borrowed $5,900 from Treasure Chest Casino in Kenner, Louisiana;
- on October 31, 2001, Porteous borrowed $3,000 from Beau Rivage Casino in Biloxi, Mississippi;
- on November 27, 2001, Porteous borrowed $2,000 from Treasure Chest Casino in Kenner, Louisiana;

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[2] A "marker" is a form of credit extended by a casino that enables a customer to borrow money while authorizing the casino to draw any unpaid balance after a fixed period of time from the customer's bank account. Typically, markers are deposited after a few days, but Judge Porteous obtained an agreement from at least one casino that he would be afforded thirty days to repay his markers before the casino would deposit them.

- on December 11, 2001, Porteous borrowed $2,000 from Treasure Chest Casino in Kenner, Louisiana;
- on December 20, 2001, Porteous borrowed $1,000 from Harrah's Casino in New Orleans, Louisiana;
- on February 12, 2002, Porteous borrowed $1,000 from Grand Casino in Gulfport, Mississippi;
- on April 1, 2002, Porteous borrowed $2,500 from Treasure Chest Casino in Kenner, Louisiana;
- on May 26, 2002, Porteous borrowed $1,000 from Grand Casino, Gulfport, Mississippi; and
- on July 4 and 5, 2002, Porteous borrowed $2,500 from Grand Casino, Gulfport, Mississippi.

In addition, the evidence shows that Judge Porteous violated the order prohibiting new debt on several other occasions. On July 4, 2002, Judge Porteous applied successfully to increase his credit limit at Grand Casino Gulfport from $2,000 to $2,500. Judge Porteous and his wife accrued new debt on a credit card in violation of the order, including $734.31 in new charges between May 16 and June 18, 2001; $277.74 in new charges between June 15 and July 18, 2001; and $321.32 between July 16 and August 17, 2001.[3] Further, Judge Porteous and his wife obtained new, low-limited credit cards during the course of the bankruptcy without obtaining trustee approval, also in violation of the order. On several occasions, Judge Porteous signed the checks paying off the debts on credit cards that were obtained in his wife's name.

The evidence indicates that Judge Porteous intended to violate the order of the bankruptcy court. First, Judge Porteous is a federal judge who issues similar orders, and unquestionably expects that they will be obeyed. Claude C. Lightfoot, his bankruptcy attorney, testified that both he and the bankruptcy judge told Judge Porteous that he could not obtain new debt, that the requirement was well known to Judge Porteous, and that it was very clear to Judge Porteous that he would need approval to obtain new debt.[4] During a May 9, 2001 creditors meeting, Judge Porteous was further admonished by the trustee that he could not obtain new debt. The trustee also provided Judge Porteous with a written statement that reiterated the restriction on obtaining debt during bankruptcy, including credit card debt. Finally, Judge Porteous's actions in the bankruptcy show that he knew about the order's prohibition, and violated it willfully: not only

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[3] The Porteouses retained this credit card during the bankruptcy by failing to report on the bankruptcy application that they had paid off the debt on that card immediately before filing, as set forth below.

[4] The district court overseeing this grand jury investigation ruled that the attorney-client and work product privileges did not bar Lightfoot from testifying or producing records about his representation of Judge Porteous, both because the privilege did not apply to much of the requested information and also because the government satisfied its burden of showing that the crime-fraud exception defeated the claim of privilege.

did several of the violations occur soon after the confirmation order was issued, but he complied with the no-debt provision of the order in other instances that he knew were likely to come to the attention of the trustee. Specifically, the Porteouses requested permission from the bankruptcy trustee to refinance their home, which the trustee granted on December 20, 2002, and to obtain two new car leases, which the trustee granted on January 2, 2003. That Judge Porteous knew to request permission for other debts during the pendency of the bankruptcy makes clear that his failure to request permission for gambling and credit card debts was intentional and willful.

II. Evidence that Judge Porteous Filed False Pleadings and Concealed Assets in Bankruptcy

Judge Porteous included numerous false statements in bankruptcy pleadings signed under penalty of perjury and submitted to the court -- statements that closed avenues of inquiry and undermined the administration of the bankruptcy by, among other things, concealing assets and income that potentially could have been made available to creditors, but were not.

A. False Initial Petition

The evidence indicates that Judge Porteous intentionally filed his initial bankruptcy petition using a false name to protect himself from public embarrassment. The docket and various documents from the bankruptcy of Gabriel Thomas Porteous, Jr., and Carmella Porteous, case number 01-12363 in the Eastern District of Louisiana, indicate that a petition was filed on March 28, 2001, listing the debtors as "G.T. Ortous" and "C.A. Ortous" and their "street address" as "P.O. Box 1723, Harvey, LA 70059-1723." The social security numbers listed correspond to Gabriel Thomas Porteous, Jr., and Carmella Porteous. The petition was signed by Gabriel and Carmella Porteous in two places, once each directly over the printed name "Ortous." Those signatures were made under penalty of perjury.

Bankruptcy records also indicate that an amended petition was filed in the same case number on April 9, 2001, providing the debtors' names "Gabriel T. Porteous, Jr.," and "Carmella A. Porteous" and the street address "4801 Neyrey Dr., Metairie, LA 70002." United States Postal Service records include a PS Form 1093 Post Office Box assignment for P.O. Box 1723 in Harvey, Louisiana, which indicates that Gabriel T. Porteous, Jr., rented that box on March 20, 2001, just days before filing for bankruptcy.

The Porteouses' bankruptcy attorney testified that he and Judge Porteous specifically devised this scheme to sign under penalty of perjury an initial petition using a fabricated name and newly-acquired post office box address. The attorney testified that their purpose in falsifying the initial filing was to avoid publicity and humiliation by preventing Porteous's name from being listed in the local newspaper among other bankruptcies filed that week.

B. Concealed Assets and Income

The investigation also obtained evidence that Judge Porteous concealed assets and income during his bankruptcy proceeding. The Chapter 13 Schedules and Plan were signed by Gabriel and Carmella Porteous and Claude Lightfoot and were filed on April 9, 2001. The Porteouses signed a declaration filed with the Schedules indicating that, under penalty of perjury,

the Schedules were true to the best of their knowledge, information, and belief. Judge Porteous also stated under oath in a hearing before the bankruptcy trustee on May 9, 2001, that the materials submitted were true to the best of his knowledge. However, the bankruptcy schedules and other Porteous financial records indicate that the Porteouses concealed from the bankruptcy court several assets and sources of income, including those described below.

1. Concealed Tax Refund – In response to question 17 of Schedule B, filed April 9, 2001, which asks for "other liquidated debts owing debtor including tax refunds," Judge Porteous stated that there were "None." For question 20 of Schedule B, which asks for "other contingent and unliquidated claims of every nature, including tax refunds," Judge Porteous likewise responded, "None." However, records provided by Bank One for accounts of Gabriel and Carmella Porteous indicated that a $4,143.72 tax refund was deposited approximately one week later, on April 13, 2001. In an interview, the bankruptcy trustee indicated that the Porteouses did not notify him about their calendar year 2000 tax refund and did not turn the refund over to him even though they were required to do so. Their attorney, Claude Lightfoot, testified that the Porteouses never told him they were expecting a refund for calendar year 2000 when he went over each line of their schedules with them before signing and filing them.

2. Understated Bank Account Balance – In response to question 2 of Schedule B, which asks for "checking, savings, or other financial accounts, . . . or shares in banks, savings and loan, thrift, building and loan, and homestead associations," the Porteouses listed "Bank One Checking Account No. [redacted]" with a current value of $100. However, the Porteouses' Bank One statement for that account, covering the period March 23 to April 23, 2001, indicates that the balance in that account on March 28, 2001, the date the bankruptcy petition was filed, was more than $1,800. The balance on April 9, 2001, the date the schedules were filed, was more than $3,000. Another bank account, which had a balance of more than $280 at the time, was not included in the bankruptcy filings at all. Judge Porteous's bankruptcy attorney testified that the only account Judge Porteous told him about was the account listed in the schedules, and that the $100 figure for that account came from Judge Porteous. By providing counsel with false and incomplete information, Porteous prevented his lawyer from rendering considered advice on what amounts to include, and by failing to disclose the full amount of assets in his bank account, Judge Porteous obstructed the trustee's task of accurately providing a full accounting of the Porteouses' financial condition to the bankruptcy court and interested creditors.

3. Carmella Porteous's Employment – Schedule I requires debtors to list, among other items, current income, occupation, and name of employer for the individual debtors. On Schedule I, the Porteouses listed the employer and take-home pay for Judge Porteous, but provided no employer name or income for Carmella Porteous. However, the Porteouses' bank records indicate that Carmella Porteous worked sporadically for several established employers both before and after the bankruptcy petition was filed. For instance, in the year 2000, she earned at least $864 from Adecco Employment Services and $327 from New Orleans Metropolitan Convention and Visitors, and in 2001, she earned $3,109.50 from R&M Glynn, Inc., and $915 from New Orleans Metropolitan Convention and Visitors. None of this income was indicated on the bankruptcy petition or schedules, nor was it subsequently brought to the attention of the trustee or the court.

C. Concealed Preferred Creditors

The bankruptcy schedules and other Porteous financial records also indicate that the Porteouses apparently concealed from the bankruptcy trustee and creditors the existence of several additional creditors who were paid in full immediately before the bankruptcy was filed.

Gabriel and Carmella Porteous signed under penalty of perjury their Statement of Financial Affairs on April 9, 2001. Question 3 of the Statement stated, "List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than $600 to any creditor, made within 90 days immediately preceding the commencement of this case." The Porteouses answered, "Normal installments." That statement was false, as they failed to list full repayments made to Fleet Credit Card Services and Grand Casino Gulfport shortly before they declared bankruptcy. These creditors therefore appear to be secretly preferred creditors, preferences that allowed the Porteouses to retain a credit card and protect their line of credit with a casino during the pendency of their bankruptcy repayment plan.

1. Fleet Credit Card -- Credit card records of Carmella Porteous from Fleet Credit Card Services obtained pursuant to a grand jury subpoena indicate that Carmella Porteous held Fleet credit card account # [redacted] prior to the filing of the Porteouses' bankruptcy on March 28, 2001. The records further indicate that the balance on that account, $1,088.41, was paid in full with a March 23, 2001 check from Judge Porteous's secretary, Rhonda Danos. His secretary testified that she made that payment at Judge Porteous's direction. Accordingly, Fleet Credit Card Services was fully paid off, in contrast to the creditors included in the bankruptcy, and the Porteouses retained the Fleet credit card for their own use, all without any disclosure to the bankruptcy trustee, judge, or creditors. Indeed, the Porteouses subsequently used this credit card in violation of the bankruptcy court's order prohibiting them from accruing new debt.

2. Grand Casino Markers – Records obtained from Grand Casino Gulfport pursuant to a grand jury subpoena indicated that Gabriel Porteous obtained two $1,000 markers from the casino on February 27, 2001. According to casino and bank records and interviews, Grand Casino Gulfport attempted to deposit the markers, which Judge Porteous had not repaid, in March 2001, but was unsuccessful due to a change in the ownership of Judge Porteous's bank. Casino records further show that Porteous contacted the casino and provided the new bank information before filing his Statement of Financial Affairs. On April 4, 2001, the markers were successfully deposited. Grand Casino Gulfport was therefore fully paid off, in contrast to the creditors included in the bankruptcy, all without any notification to the bankruptcy trustee, judge, or creditors. In addition, as noted above, Judge Porteous subsequently raised his credit limit with Grand Casino Gulfport during the pendency of his bankruptcy.

D. Undisclosed Gambling Losses

On the Statement of Financial Affairs, Question 8 states, "List all losses from fire, theft other casualty or gambling within one year immediately preceding the commencement of this case or since the commencement of this case." The Porteouses checked the box for "None." However, analyses of casino records indicated that Judge Porteous's gambling losses exceeded $12,700 during the preceding year, or at least $5,700 in net losses. According to the trustee, had

he known about the Porteouses' gambling losses he may have scrutinized more carefully the income and expense figures reported by the Porteouses in their filings.

E. Impact of False Statements and Concealed Assets in Bankruptcy

Judge Porteous, in the series of false statements set out above, subverted the bankruptcy court's ability to properly administer his bankruptcy. His use of a false name and his concealment of his gambling losses in the year preceding his bankruptcy prevented the public from learning about the nature of his public bankruptcy and prevented the trustee, court, and creditors from learning a relevant aspect of his financial condition. His false statements about expected tax refunds, bank accounts, his wife's income, and the existence of preferred creditors all concealed from the court income or assets that could have been distributed to creditors in the bankruptcy or been used to calculate the Porteouses' obligations in the event their assets were to be liquidated. The Porteouses filed a Chapter 13 bankruptcy, in which payments to creditors are based on prospective income. Carmella Porteous's income would have been directly relevant to the calculation of income available to repay creditors. Moreover, in order to determine a fair recovery for creditors under Chapter 13, courts compare the amount that a debtor would pay under Chapter 13 with the amount they would pay were the debtor's assets liquidated. The creditors must fare at least as well in Chapter 13 as they would if the assets were liquidated under Chapter 7. Accordingly, depending on how they were treated by the trustee and bankruptcy judge, concealed assets such as the Porteouses' expected tax refund, money in bank accounts, and money paid to preferred creditors (which the court could order repaid and distributed among all creditors) could have affected the comparative liquidation value of his estate, the amount of the monthly payments the Porteouses were required to make, or the percentage of debt the Porteouses were ultimately obligated to repay.

Even if the value of the hidden assets would not ultimately have affected the amount recovered by any individual creditors, Judge Porteous's false statements nonetheless undermined the bankruptcy process generally. "Debtors have an absolute duty to report whatever interests they hold in property, even if they believe their assets are worthless or are unavailable to the bankruptcy estate." In re Yonikus, 974 F.2d 901, 904 (7th Cir. 1992). This is because allowing debtors "the discretion to not report exempt or worthless property usurps the role of the trustee, creditors, and the court by denying them the opportunity to review the factual and legal basis of debtors' claims." In re Bailey, 147 B.R. 157, 163 (Bankr. N.D. Ill. 1992). Judge Porteous's concealment of assets and his filing of a false petition, schedules, and his statement of financial affairs precluded other interested parties from asserting their rights and enjoying a full and fair hearing on any claims they may have made against the estate.[5]

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[5] Despite the evidence recited above, the Department ultimately concluded that it would not seek to charge Judge Porteous with violations of federal criminal law under 18 U.S.C. § 152(1) and (3) (concealed assets and false statements in bankruptcy) and 18 U.S.C. § 401(3) (criminal contempt of court). Several factors informed that decision, including the burdens of proving beyond a reasonable doubt to a unanimous jury the materiality of Judge Porteous's misconduct in the bankruptcy proceeding. The burdens on the government in a criminal prosecution, however, do not apply in judicial misconduct or impeachment proceedings. An

III. Evidence that Judge Porteous Submitted Additional False and Misleading Statements

The investigation obtained evidence that numerous signed documents filed prior to or contemporaneously with the initiation of bankruptcy on which Judge Porteous had a duty to be truthful -- including government financial disclosure reports, a casino credit application, and a bank loan renewal application -- also contained false or misleading information.

Porteous's financial disclosure report for calendar year 2000, filed with the Administrative Office in May 2001 just over a month after he filed for bankruptcy, failed to list numerous credit accounts he was obligated to disclose, including most of those listed on his bankruptcy documents. Further, on that disclosure report Judge Porteous indicated liabilities of $15,000 or less on each of two credit cards, while Schedule F to his bankruptcy filings from the same time period reflects that Judge Porteous in fact owed approximately $196,000 in unsecured debt, most of it credit card debt. Judge Porteous also failed to disclose on his annual financial disclosure forms the travel, cash, and gifts he received while a federal judge from attorneys and others with matters before him, as discussed further below. In addition, Judge Porteous reported "0" indebtedness on an April 30, 2001, credit application filed with Harrah's casino just weeks after he noted in his petition to the bankruptcy court that he had incurred $196,000 in unsecured debt.

The investigation also uncovered evidence that Judge Porteous intended to mislead Region's Bank about his financial condition in order to ensure that a $5,000 single-payment loan scheduled to become due shortly before the bankruptcy would be extended and, thus, discharged among other unsecured debts in the bankruptcy. In response to a grand jury subpoena, Claude Lightfoot, the Porteouses' bankruptcy attorney, produced a letter from him to the Porteouses dated December 21, 2000, which discussed additional letters he had sent to all but one of the unsecured creditors that later were included in the bankruptcy. Lightfoot stated, "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 . . . ." (emphasis added). These "workout" letters proposed a 21% payment of the debts the Porteouses owed to each of 13 unsecured creditors "[i]n an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing." (emphasis added). Region's Bank, to whom the Porteouses owed $5,000 on an unsecured "single payment" loan scheduled to come due January 13, 2001, was not sent a workout letter, nor was the $5,000 Regions loan amount included in the schedule of debts provided in the workout letters to other creditors. Another document Lightfoot produced was a list of the Porteouses' creditors and debts that had been prepared by Judge Porteous and his wife, and which Lightfoot used, along with other worksheets, during his efforts to reduce the Porteouses' debts short of bankruptcy as well as in preparing the bankruptcy petition and schedules. That list includes an entry in what has been identified as Judge Porteous's handwriting that states, "Regions Bank $5000 unsecured loan due 1/13/01."

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impeachable offense is any misconduct that damages the State and the operations of governmental institutions; it is not limited to criminal misconduct.

On January 16, 2001 -- shortly after the workout letters were sent to the unsecured creditors -- Judge Porteous signed an application with Region's Bank to renew his loan and extend the date of repayment on the loan six months. On the application Judge Porteous certified that he was not "in the process of filing bankruptcy" and signed under the acknowledgment that there had been "no material adverse change" in his financial condition "as disclosed in my most recent financial statement to lender." (The relevant loan applications with Region's Bank submitted in January and July 2000 included financial statements, but neither of those statements appears to have been completed.) The loan renewal was approved, and the repayment date was extended to July 17, 2001. The Porteouses then filed their initial voluntary petition for bankruptcy approximately two months later, on March 28, 2001, and the loan from Region's Bank was discharged in the bankruptcy.

The December 21, 2000, letter from their attorney to the Porteouses establishes that Judge Porteous's decision not to disclose his actual financial condition and impending bankruptcy to Region's Bank in the loan renewal application was intentional. Indeed, the letter states that the Porteouses and their attorney decided not to send the workout letter to Region's Bank in particular. As a result, Judge Porteous was able to obtain an extension under the false pretense that his financial condition had not materially worsened and that he was not on the brink of bankruptcy, and was able to include the Region's Bank loan in the bankruptcy even though it was originally set to mature before he filed.

IV. Evidence that Judge Porteous Solicited and Accepted Things of Value from Attorneys and Litigants with Matters Before Him

Among the attorneys identified by FBI sources as the group most closely linked to the corruption allegations surrounding Judge Porteous were Donald Gardner, Robert Creely, Leonard Levenson, and Warren Forstall. Each of those attorneys was interviewed or compelled to testify before the grand jury about their financial dealings with the Judge. The evidence obtained from those witnesses shows that Judge Porteous accepted cash, expensive meals, travel, and other benefits from them, gifts that the Judge failed to disclose to the Administrative Office on his annual financial disclosure reports or to litigants and opposing counsel in cases in which those attorneys were engaged. The Department also has obtained evidence that Judge Porteous received unreimbursed travel and sport hunting trips from litigants with matters before him in federal court, also without disclosing his apparent conflicts to interested parties and counsel.

A. Cash Payments from Attorneys

Robert Creely and Jacob Amato, who represented clients with matters before Judge Porteous in state and federal court, testified that Judge Porteous solicited and accepted cash payments from them while he was a state and federal judge. According to their testimony, none of the payments occurred after 1999.

Robert Creely is a lawyer in New Orleans, Louisiana. He met Judge Porteous in high school, and practiced at the same firm as Judge Porteous for a year after law school. Creely then left the firm with another local attorney, Jacob Amato. Creely and Amato practiced together in

SC00776

the law firm of Creely & Amato for 29 years. Creely describes himself as a very close personal friend of Judge Porteous, as does Amato.

Creely testified that, beginning in the late 1980s and early 1990s, while Judge Porteous was a state court judge, he began to solicit cash payments from Creely. Creely and Amato had matters before Judge Porteous in state court at that time. Creely testified that he and Amato would each take draws for half the amount from their joint law firm account. Creely would give that money to Judge Porteous in cash. Creely indicated that Judge Porteous would always ask for the money to pay urgent, unforeseen expenses related to his family. However, Creely stated that Judge Porteous drank and gambled excessively, and Creely was concerned he was paying for the Judge's extravagant lifestyle. Creely testified that, as a result, he eventually told Judge Porteous he could not continue to give him money.

After Creely decided to cut off further payments to Judge Porteous, the Judge began to designate Creely as the curator on executory interests in mortgaged property in actions over which he presided as a state court judge. Creely testified that he received approximately $175 from the state court system for each curatorship, and that those cases required very little time or effort on his part. In return, Judge Porteous asked Creely for the money he was paid by the court. Creely testified that he paid Judge Porteous in cash the amount he received, minus his minimal costs, which usually involved simply sending a letter and posting public notice of the pending executory actions. Although PACER records indicate Judge Porteous appointed Creely as the representative for an absent party in at least one forfeiture action in federal court -- that is, United States v. Ratcliff, Civ. No. 95-00224 (filed Jan. 19, 1995) -- Creely testified that the kick-back scheme he described came to an end when Judge Porteous moved from state to federal court in 1994. Jacob Amato also testified about the curatorships and stated that he was aware that Judge Porteous asked Creely for money and explicitly tied those payments to the many cases in which the Judge appointed Creely as a curator.

Creely testified that, in May 1999, Judge Porteous once more asked his law partner, Jacob Amato, for a payment of $2,000, this time to help defray the cost of a wedding for one of his children. This request was made while Amato was counsel on the Liljeberg matter, a multi-million dollar civil action pending before Judge Porteous in federal court, described further below. Jacob Amato also testified about that request for money from Judge Porteous. Amato gave Porteous the money he asked for in cash, again splitting the payment with Creely through personal draw-downs from their law firm account. Creely testified that Judge Porteous has not solicited, and he has not given him, any additional cash since the May 1999 payment of $2,000. Creely testified that Judge Porteous instructed him to give the cash to his secretary, Rhonda Danos, who would pick it up from his office. Creely says he put the money in a sealed envelope and gave it to Danos. Danos testified that she does not recall receiving an envelop with cash in it, although she stated that she did pick up items from time to time for the Judge from Creely's office.

Jacob Amato corroborated Creely's claims that they made cash payments to Judge Porteous both while he was a state and a federal judge. Between them, Creely and Amato represented parties in four actions over which Judge Porteous presided on the federal bench

according to the PACER electronic court records system.[6] Creely testified that in total they may have given Judge Porteous as much as $10,000 over time.

Donald Gardner is also an attorney in New Orleans, Louisiana and a close personal friend of Judge Porteous. Although Gardner testified he does not gamble often, he stated that on occasions when he was at casinos with Judge Porteous, the Judge would ask for money to gamble, and he would give it to him. Gardner testified Judge Porteous would request amounts in the range of $100 to $200. He also testified that he provided Judge Porteous approximately $200 to purchase a gift for his wife. Gardner also paid $300 to a contractor on behalf of Judge Porteous. Gardner testified that his payments to or on behalf of Judge Porteous occurred prior to him taking the federal bench. According to Gardner, he estimated that over the course of their friendship he did not give Judge Porteous more than $3,000 in total. Although the FBI developed sources who believed that Gardner regularly paid Judge Porteous, the investigation was ultimately unable to disprove his testimony about the extent of his cash payments to Judge Porteous.

In addition to cash payments to Judge Porteous, several attorneys testified that they gave money to his secretary, Rhonda Danos, to help support Judge Porteous's son during his externship in Washington, D.C., while Judge Porteous was a federal judge. Leonard Levenson is another local attorney who has been friends with Judge Porteous since the early 1980s. Levenson testified that, although he never gave cash directly to Judge Porteous, he may have contributed a few hundred dollars to Rhonda Danos to be used for Judge Porteous's son's externship. Don Gardner also testified that he gave a couple hundred dollars for the externship.[7]

B. Travel, Meals, and Hunting and Fishing Trips from Lawyers and Litigants

The investigation of the FBI into alleged judicial corruption also led to the discovery of evidence that, on a regular basis, Judge Porteous accepted gifts of travel, expensive meals, drinks, and hunting and fishing trips from attorneys and businesses with matters before him both in state and federal court, and that Judge Porteous failed to disclose his receipt of those benefits to interested counsel and litigants and, for all but two hunting trips, in his financial disclosure reports to the Administrative Office.

Several attorneys who were compelled to testify admitted that they paid for travel for Judge Porteous. In May 1999, Judge Porteous and several others traveled to Las Vegas, Nevada for his son's bachelor party. Credit card records and Caesar's Hotel records indicate that Robert

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[6] See In re. Liljeberg Enters. Inc., Civ. No. 93-01794 (filed June 01, 1993); United States v. Ratcliff, Civ. No. 95-00224 (filed Jan. 19, 1995); Buck v. Candy Fleet Corp., Civ. No. 97-01593 (filed May 16, 1997); and Union Planters Bank, N.A. v. Gavel, Civ. No. 02-01224 (filed Apr. 24, 2002).

[7] Gardner also testified that he, like Creely, was designated by Judge Porteous as a curator in numerous state cases then pending before the Judge. He claimed, however, that the Judge never asked for money in connection with those appointments.

Creely paid $421.90 with his credit card for Porteous's room from May 20 to May 23, 1999. Judge Porteous's credit card records indicate that he took out more than $5,000 on his credit cards at Caesar's Hotel during the trip. Caesar's Hotel records estimate that Judge Porteous lost $1,200 gambling over the course of his stay. Judge Porteous's bank records indicate that he deposited $5,000 into his money market account days after he returned from the trip. The source of that money is unknown. Don Gardner, the New Orleans attorney representing the opposing party in the Liljeberg cases that were then pending before Judge Porteous, also attended the May 1999 Las Vegas bachelor party trip.

In grand jury testimony and an interview with the FBI, Robert Creely admitted that he attended the bachelor party trip, but did not recall paying for Judge Porteous's room. He said that he and two other non lawyers present on the trip also split the bill for an expensive steak dinner for many of the people in attendance, including Judge Porteous. He claimed that he did not give Judge Porteous any money during or immediately following that trip.

Robert Creely also testified that he has taken Judge Porteous on many fishing trips over the years, including while Judge Porteous was a federal judge, and on two or perhaps three hunting trips while Porteous was on the state bench. Creely valued the hunting trips at the time at around $1,500 per person plus airfare, all of which he covered on Judge Porteous's behalf. Judge Porteous never covered any of the costs related to the hunting or fishing trips.

Warren Forstall, Jr. is a lawyer who practices in New Orleans, Louisiana. He and Judge Porteous have been friends for about 20 years. Forstall testified that in September 1999, at Judge Porteous's invitation, Forstall purchased tickets for both of them to San Francisco to attend an attorney conference together. They later cancelled the trip, and Forstall did not know what became of the ticket he purchased for Judge Porteous. Credit card and travel agency records for Forstall show that he paid $238 with his credit card for the airline tickets for Judge Porteous to San Francisco on September 18, 1999, with a return flight from Reno-Tahoe to New Orleans on September 22, 1999, along with an accompanying ticket for himself. Travel records indicate that Judge Porteous traded his California plane ticket for a ticket to Las Vegas in October 1999. Judge Porteous failed to disclose his acceptance of an airline ticket from Forstall on his financial disclosure forms or in any litigation in which Forstall had an interest.[8]

In an interview with the FBI, Leonard Levenson stated that he has paid for hunting trips with Judge Porteous both while the Judge was on the state and federal bench. In October 1999, Levenson and his wife accompanied Judge Porteous to Las Vegas, Nevada. Porteous obtained his airfare for that trip by trading in the unused ticket to San Francisco that he previously had obtained from Warren Forstall. Judge Porteous's secretary, Rhonda Danos, paid for the

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[8] The Court's PACER records indicate that Forstall's firm represented parties in at least six federal actions before Judge Porteous. See Everage v. Fisher, Civ. No. 98-00451 (filed Feb. 11, 1998); McAfee v. Ayers, Civ. No. 98-01415 (filed May 12, 1998); Ford v. United States Postal Serv., Civ. No. 98-02170 (filed July 24, 1998); Wingate v. Brock, Civ. No. 98-03290 (filed Nov. 6, 1998); Coleman v. United States Postal Serv., Civ. No. 99-02017 (filed June 30, 1999); and Minnifield v. Drug Trans. Inc, Civ. No. 02-02516 (filed Aug. 13, 2002).

Levensons' airfare, and was reimbursed by them in November 1999. Levenson has been counsel in at least eleven matters over which Porteous presided in federal court.[9] It does not appear that Judge Porteous provided notice to any party of his acceptance of gifts and benefits from Levenson.

According to evidence obtained from attorneys who were interviewed or testified before the grand jury, Judge Porteous also made it his regular practice to receive gifts of meals and drinks at expensive restaurants from lawyers with matters before him while he was a judge in both state and federal court. Robert Creely, Jacob Amato, Leonard Levenson, Donald Gardner, and Warren Forstall all admitted that they frequently bought meals for Judge Porteous that he did not reimburse. Creely testified that Judge Porteous always expected that the lawyers would pick up the tab, and that the Judge would never offer to pay. Ronald Bodenheimer, a former 24th JDC judge who agreed to be interviewed and testify after pleading guilty to honest services fraud in connection with the investigation of judicial corruption in the 24th JDC, stated that when he was elected to the state bench, Judge Porteous told him that since he was a judge he would never again need to pay for his own lunch. Each of the attorneys who routinely bought meals for Judge Porteous had matters before him both in state and federal court. Judge Porteous apparently never disclosed to any litigant or counsel his receipt of benefits from these lawyers, nor did he disclose any meals valued over $100 in any financial disclosure report filed with the Administrative Office.[10]

The FBI and other investigative agencies also have obtained evidence that, on at least three occasions, Judge Porteous accepted free travel and hunting trips from the Rowan Company and Diamond Offshore. Rowan and Diamond are each frequently named as defendants in maritime actions brought in the Eastern District of Louisiana and, on many occasions, in actions assigned to Judge Porteous. The hunting trips included free air transportation by private plane from New Orleans, Louisiana to Falfurrias, Texas, and sport hunting on property owned or

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[9] See In re. Liljeberg Enters. Inc., Civ. No. 93-01794 (filed June 01, 1993); In re. Owen McManus, Civ. No. 95-01615 (filed May 23, 1995); Alliance General Ins. Co. v. Louisiana Sherriff's Auto. Risk Prog., Civ. No. 96-00961 (filed Mar. 15, 1996); First Natl Bank v. Evans, Civ. No. 96-01006 (filed Mar. 20, 1996); Joseph v. Sears Roebuck & Co., Civ. No. 97-00192 (filed Jan. 21, 1997); Siddiqui Group Enters., Inc. v. Shell Oil Co., Civ. No. 98-00606 (filed Feb. 26, 1998); Liberty Mutual Fire Ins. v. Ravannack, Civ. No. 00-01209 (filed Apr. 19, 2000); Holmes v. Consolidated Cos., Inc., Civ. No. 00-01447 (filed May 17, 2000); Loehn v. Hardin, Civ. No. 02-00257 (filed Jan. 30, 2002); Salatich v. America Online Inc., Civ. No. 03-02943 (filed Oct. 21, 2003); and Morales v. Trippe, Civ. No. 04-02483 (filed Aug. 31, 2004).

[10] For example, although it is difficult to reconstruct the record with certainty, Amato's financial records and testimony indicate that he may have spent at least $1,500 in 1999 and $2,250 in 2000 for dining and beverage expenses at restaurants at which he entertained Judge Porteous. Judge Porteous was required to report to the Administrative Office gifts of food and drink valued at more than $100 on his annual financial disclosure reports. However, Judge Porteous has never reported the receipt of any gift from Amato or any other attorney with matters before him.

controlled by Rowan near the Mariposa Ranch in Falfurrias. The government has also obtained evidence that Judge Porteous traveled from the Falfurrias camp by private plane to a similar hunting camp near San Antonio, Texas owned or controlled by Diamond. Further evidence indicates that, on at least one of the trips paid for by Rowan, Judge Porteous was accompanied on the trip by litigation counsel for Rowan.[11]

Judge Porteous disclosed two of these hunting trips in financial disclosure reports filed with the Administrative Office. On his report for calendar year 2004, filed May 12, 2005, in response to Part V, "Gifts," Judge Porteous reported that he received a hunting trip from Rowan Company, for which he reported a fair market value of $1,000. On his report for calendar year 2005, filed July 24, 2006, in response to Part V, "Gifts," Judge Porteous reported that he received a hunting trip from Diamond Offshore, which he also valued at $1,000. Judge Porteous has yet to file his financial disclosure report for calendar year 2006. Judge Porteous's reports appear to understate the fair market value of the hunting trips. Evidence indicates that the cost to operate the private plane used to transport Judge Porteous to Falfurrias, Texas itself was approximately $1,000 an hour. According to commercial sports hunting locations in the same area, the fee for merely observing a hunt is approximately $200 a day in addition to the cost of the full hunting package for the other hunt participants, while the fee to participate in a Whitetail Buck hunt, which evidence shows was the subject of at least one of the hunting trips, would cost approximately $3,000 to $3,500 per participant. Together, the evidence suggests the total fair market value for each hunting trip would have been in excess of the $1,000 reported by Judge Porteous.

In addition to apparently understating the fair market value of his trips on financial disclosure reports submitted to the Administrative Office, Judge Porteous apparently failed to disclose his receipt of the trips to counsel and parties adverse to Rowan and Diamond in the actions over which he presided. The Court's PACER electronic records system indicates that, since the late 1980s, the Rowan Companies, Inc. and its related companies have been parties in more than a hundred cases filed in the Eastern District of Louisiana. Judge Porteous has presided over at least six such actions.[12] Of those cases, Hanna was an open matter during all of 2004, and therefore was pending when Judge Porteous received a hunting trip from Rowan. About one week after returning from his January 2006 trip with Rowan, he was assigned to preside over the Thomas matter. Despite his obligation to do so, Judge Porteous apparently failed to disclose the benefits he received from Rowan to counsel and the opposing parties in each of those cases.

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[11] There is evidence that one other federal district judge attended at least one of the hunting trips Rowan sponsored.

[12] See Lucas v. Tetra Technologies, Civ. No. 96-03501 (filed Oct. 28, 1996); Grubb v. Rowan Companies, Inc., Civ. No. 00-01075 (filed Apr. 10, 2000); Hoffman v. Rowan Companies, Inc., Civ. No. 01-01285 (filed Apr. 27, 2001); Hanna v. Rowan Company, Inc., Civ. No. 03-03285 (filed Nov. 21, 2003); Thomas v. Rowan Companies, Inc., Civ. No. 06-00166 (filed Jan. 13, 2006); and Cooley v. Crescent Drilling & Production, Inc., Civ. No. 06-01427 (filed Mar. 20, 2006).

SC00781

Likewise, Diamond and its related companies were frequent litigants in the Eastern District of Louisiana, also parties in more than a hundred actions filed since the early 1990s. According to the PACER system, Judge Porteous presided over seven matters in which Diamond was a party.[13] Of those seven, Johnson was pending for part of, and Jones during all of 2005, the year in which Diamond provided Judge Porteous one of the trips according to Judge Porteous's financial disclosure report. The docket in each case does not reflect that Judge Porteous provided notice to the parties or counsel of the trip he received from Diamond.

C. Effect of Judge Porteous's Misconduct on the Administration of Justice

Judge Porteous's apparent misconduct has had a derogatory effect on the administration of justice in the Eastern District of Louisiana. That impact can be illustrated by the effect his conflicts had specifically on the litigation surrounding the Chapter 11 bankruptcy filing of Liljeberg Enterprises, Inc., and the cloud of suspicion those undisclosed conflicts raised about the validity of Judge Porteous's rulings in that matter. See In re Liljeberg Enterprises, Inc., Civ. Nos. 93-1794, 93-4249, 95-2922, and 94-3993. The bankruptcy action was commenced in 1993, and the matter was transferred and consolidated with related cases before Judge Porteous on January 16, 1996. On September 19, 1996, after Judge Porteous's assignment to the litigation and just weeks before the complex matter was scheduled to be tried to the bench, Liljeberg Enterprises moved to substitute Jacob Amato and Leonard Levenson as counsel of record. Judge Porteous signed the order granting the substitution on September 23, 1996. Amato handled the representation of Liljeberg on behalf of the Creely & Amato law firm. Levenson testified that he was told when he was hired by Liljeberg that he was being retained for strategy and assistance during the trial of the matter. However, based on recent public statements made by his client, Levenson now believes that his apparent close relationship with Judge Porteous influenced his client to hire him. Jacob Amato testified that he also believed his connection to Judge Porteous played a role in his client's decision to engage him.

One of several parties adverse to Liljeberg in these actions was LifeMark Hospitals, Inc. After Amato and Levenson were retained by Liljeberg, Lifemark in turn sought to associate a long-time friend of Porteous, Donald Gardner.

Gardner testified that he did not have experience handling federal litigation matters, and that Lifemark had competent local counsel. Gardner stated that the reason he was asked to associate himself on the case was his known relationship with Judge Porteous. LifeMark's counsel, Joseph Mole, testified that he hired Gardner because his client believed it was necessary to "level the playing field" following the retention by Liljeberg of Amato and Levenson – whose close connections to Judge Porteous were also well known among local attorneys. Indeed, prior

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[13] See Pierce v. Diamond Offshore, Civ. No. 98-01661 (filed June 4, 1998); Gonzalez v. Diamond Offshore, Civ. No. 99-00815 (filed Mar. 11, 1999); Sylve v. Oceaneering Int'l, Inc., Civ. No. 99-00841 (filed Mar. 15, 1999); Dillon v. Diamond Offshore, Civ. No. 99-02026 (filed June 30, 1999); Farrar v. Diamond Offshore Co., Civ. No. 03-00782 (filed Mar. 19, 2003); Johnson v. Diamond Offshore, Civ. No. 03-02505 (filed Sept. 4, 2003); and Jones v. Diamond Offshore, Civ. No. 04-00922 (filed Mar. 31, 2004).

to hiring Gardner, counsel for LifeMark filed a motion seeking Judge Porteous's recusal because of the appearance of partiality created by the close personal relationship among Porteous, Amato, Creely, and Levenson. LifeMark's counsel testified that he was not aware that Porteous had received cash payments from Amato or his partner Creely, and trips and other benefits from Amato, Creely, and Levenson. He testified that, had he known about those dealings, he would certainly have included that information in his motion to recuse. Judge Porteous denied the motion. In his opinion, Judge Porteous failed to disclose his solicitation and acceptance of cash, travel, and other things of value from Amato, Creely, and Levenson. Counsel for LifeMark filed a mandamus action with the Fifth Circuit, but the Circuit denied LifeMark's requested relief as well -- also without being informed of Judge Porteous's financial dealings with Liljeberg's counsel. Amato testified that his and his partner's gifts of cash and other benefits to Judge Porteous were never disclosed in the litigation, and admitted that they "probably" would have been a basis for recusal. As noted, three years later, while Liljeberg was still pending before him, Judge Porteous again solicited and received $2,000 in cash from Creely and Amato, which Porteous also failed to disclose to the counsel or litigants in the Liljeberg action, as well as the Administrative Office.

The written fee agreement between Gardner and LifeMark provided that Gardner would be paid a $100,000 flat fee for associating himself on the case. The agreement included a provision that, if the case was transferred to another judge, Gardner's engagement would end, but he would be paid an additional $100,000 severance. The fee agreement also contained a sliding-scale of additional fees contingent on various measures of LifeMark's success at trial. According to LifeMark's lead counsel, Joseph Mole, he included that contingent fee component to create an incentive for Gardner to deal honestly with LifeMark and not collude with Amato and Levenson. Mole saw Gardner as part of a circle of friends surrounding Judge Porteous, a circle that included opposing counsel Amato and Levenson. When asked whether Gardner was expected to give any part of his fee to Judge Porteous, both Gardner and Mole testified that he was not. Both also testified that Gardner informed LifeMark up front that he would not be able to influence Judge Porteous to do anything unethical or improper.

Mole testified that Gardner was retained solely because of his close relationship with Judge Porteous, and that his only active role in the case was to attend the bench trial. Gardner testified that he offered advice on how he thought Judge Porteous might react to LifeMark's evidence and strategies, but that counsel for LifeMark disregarded most of that advice. When questioned about the perceived need to pay $100,000 -- and potentially many hundreds of thousands more -- to an attorney who had no relevant federal experience but who was a friend of the Judge so that he would file an appearance and observe the bench trial, Mole testified that he thought his client was a victim of a broken system.

The non-jury trial before Judge Porteous commenced June 16, 1997 and continued with breaks over several weeks until July 23, 1997. Following the bench trial, Judge Porteous failed to rule for nearly three years. During the time that Judge Porteous's judgment was pending, the evidence reflects, as recounted above, that Judge Porteous asked for and received cash payments

from Creely and Amato, and was the beneficiary of numerous meals, trips, and other gifts from Creely, Amato, Levenson, and Gardner.[14]

On April 26, 2000, Judge Porteous ruled in favor of Amato and Levenson's client, Liljeberg Enterprises, Inc., on most of the important contested issues.[15] Porteous's ruling in favor of Liljeberg was partially reversed by the Fifth Circuit in an unusually critical opinion. Regarding Porteous's finding that LifeMark had breached a fiduciary duty it owed to Liljeberg by, among other things, failing to reinscribe a collateral mortgage and mitigate harms caused by not doing so, the Circuit excoriated Judge Porteous:

> . . . The extraordinary duty the district court imposed upon LifeMark . . . is inexplicable. . . .
>
> . . . The right of LifeMark to unilaterally release any part of the property from the mortgage is wholly at odds with the district court's discovery of a "duty" to reinscribe the collateral mortgage. . . .
>
> . . . [Judge Porteous's theory that LifeMark consequently owed a duty to mitigate] is a mere chimera, existing nowhere in Louisiana law. It was apparently constructed out of whole cloth.

In re Liljeberg Enters., Inc., 304 F.3d 410, 428-29 (5th Cir. 2002). Similarly, in finding that Judge Porteous clearly erred in his ruling that the judicial sale of the hospital must be overturned in favor of Amato and Levenson's client, Liljeberg, the Court censured the unsupported conclusions drawn by the Judge:

> . . . the district court's findings of a "conspiracy" to wrest control of the hospital and medical office building from St. Jude and Liljeberg Enterprises border on the absurd. . . .
>
> The district court's "conspiracy theory" conclusion is based, in part, on the view that Liljeberg Enterprises's or St. Jude's losses were caused by Lifemark. . . .

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[14] On May 28, 1999, Judge Porteous granted summary judgment in favor of Levenson's client in Alliance Gen. Ins. Co. v. Louisiana Sherriff's Auto. Risk Prog., Civ. No. 96-00961.

[15] According to American Express credit card records, Amato paid$130 at Commander's Palace -- a fine dining restaurant in New Orleans -- on April 25, 2000, the day on which Judge Porteous signed his long-pending judgment in favor of Amato's client. The judgement was filed on the docket on April 26, 2000. Amato has informed the government that Rhonda Danos, Porteous's secretary, was present with him at Commander's Palace on April 25, 2000, and that he paid that bill. Danos testified that the pending judgment was not discussed during the April 25, 2000 rendevous at Commander's Palace, that she never received any cash or bribe from Amato, and that the timing of her meeting with Amato at Commander's Palace on the day the judgment was signed was a coincidence.

> These findings turn on the remarkable but largely implicit conclusion . . . that, under Louisiana law, a second mortgagee . . . cannot initiate foreclosure proceedings. The district court and Liljeberg Enterprises offer no statutory or case law support for this proposition, for the simple reason that this is not the law.

Id. at 431.

V. Evidence that Judge Porteous Accepted Things of Value from Bail Bonds Unlimited and Louis and Lori Marcotte in Exchange for Access and Assistance

Louis and Lori Marcotte operated Bail Bonds Unlimited, a bail bonds company with business before the 24th JDC. As a result of the FBI investigation into corruption in the 24th JDC, both Louis and Lori Marcotte pleaded guilty to bribing Louisiana state judges in addition to other offenses. In interviews following their guilty pleas, the Marcottes said they paid for expensive meals, trips, and other benefits for Judge Porteous in exchange for favorable treatment when he was a state judge in the early 1990's, and that they continued to pay for meals while he was a federal judge. The Marcottes estimated the cost of weekly Friday lunches they provided for Judge Porteous and his staff and other invitees at about $500 each. They also stated that they paid for innumerable additional meals and drinks at expensive restaurants that cost hundreds of dollars each. In addition, the Marcottes said they paid for numerous car repairs for Judge Porteous and his family, paid for a fence to be built for him, gave parking privileges to Porteous's son at their office near the courthouse, and provided business to his son's legal courier service.

Other witnesses confirm that Louis Marcotte did numerous favors for and gave many gifts to Judge Porteous while he was a state court judge. Former Marcotte employees say that Marcotte paid for car repairs for Judge Porteous and a fence for Judge Porteous' house. Other witnesses report that Marcotte paid for many meals for Judge Porteous and at least one trip to Las Vegas, Nevada for Judge Porteous. Additional sources report, and the FBI in one instance observed, that Louis Marcotte continued to take Judge Porteous out for meals when he was a federal judge.

In 1992, the Marcottes invited Judge Porteous to Las Vegas with them, but he was unable to attend. Several months later, around August 1992, Rhonda Danos called the Marcottes to inform them that Judge Porteous "was ready to go" to Las Vegas with them. The Marcottes and two local attorneys paid to take Judge Porteous and another state judge to Las Vegas. Danos booked the trip on her credit card and then sought reimbursement from Louis Marcotte. The Marcottes stated that the arrangement was designed to disguise the fact that they and other lawyers were paying for the trip. They also stated that they invited the other attorneys and judge to provide cover for Judge Porteous.

In July 1999, the Professional Bail Agents of America paid $206.80 for lodging for Judge Porteous at their conference at the Beau Rivage in Biloxi, Mississippi. Judge Porteous spoke at the conference. Judge Porteous did not report this payment on his financial disclosure form (there is no minimum value for required reporting of travel reimbursements). The charge for Porteous's lodging was paid by the PBAA out of its "master account." In turn, the Marcottes

made a $7,000 contribution to cover expenses on that master account. The Marcottes also provided the PBAA with a list of people whose charges should be credited against the Marcotte's credit card. That list included Porteous's secretary, Rhonda Danos.

The Marcottes asserted that they also paid for Porteous's secretary to go to Las Vegas, Nevada for many years with them when they were attending annual bail bonding conventions there. This began in 1992 and continued through the first few years Judge Porteous was a federal judge. The Marcottes have provided the FBI with pictures that show the Judge's secretary in their company in Las Vegas. They claimed that they covered all of Danos's costs during the trips. For several years, the Marcottes also provided Danos and Judge Porteous with five to ten tickets each year to an annual police fund-raising party, valued at $100 per ticket. The expenses borne by the Marcottes on behalf of the Judge's secretary tend to corroborate their claim that they provided gifts to Judge Porteous in exchange for access. The Marcottes explained that Danos was the gatekeeper for access to Judge Porteous, and that it was therefore essential to their purpose that they kept Danos happy by plying her with gifts as well.

According to the Marcottes, in exchange for their generosity with Judge Porteous and Danos, while Judge Porteous was a state court judge he gave the Marcottes immediate access to him on bonding whenever they needed him. The Marcottes say he granted most of their requests. Louis Marcotte told the FBI that Judge Porteous was more likely to grant a problematic request after a lunch or a car repair. Judge Porteous also made introductions for the Marcottes to other state judges and lent his support by vouching to other judges that Louis Marcotte was a good person to deal with on bond issues. He also spoke to other state judges about the benefits to the court system of split bonds, a practice that was extremely beneficial to the business of Bail Bonds Unlimited. Following his own agreement to plead guilty to honest services fraud and to cooperate with the government, former 24th JDC judge Ronald Bodenheimer corroborated much of what the Marcottes told the FBI concerning the assistance Judge Porteous provided around the courthouse for their business interests in the 24th JDC.

In addition to making himself accessible and assisting the Marcottes on bonding matters, at Louis Marcotte's request Judge Porteous expunged the felony convictions of two Marcotte employees shortly before Judge Porteous left the state bench in 1994. This permitted the employees to work for the Marcottes in the bail bonding business, which otherwise was prohibited under Louisiana law. It appears that Judge Porteous decision to expunge the convictions was contrary to law. Nonetheless, Porteous claimed in an interview with the New Orleans Metropolitan Crime Commission that an Assistant District Attorney was present during the hearing and failed to object on the record. Even if true, there is no indication that the Assistant District Attorney was aware that Porteous was the recipient of a stream of things of value from the Marcottes, all of which the Marcottes claim they provided with the specific intent to influence Judge Porteous.

Although the Marcottes have made many allegations of improprieties involving Judge Porteous, they have pleaded guilty to charges of extensive fraudulent conduct. They also admit that they never obtained an explicit agreement with Judge Porteous that he would grant bond requests in exchange for favors. They claim instead that the agreement was implicit in the

relationship, and that the Judge knew very well why they lavished him and his long-time secretary with food, drinks, trips, favors, and other things of value.

VI. Further Circumstantial Evidence that Judge Porteous Engaged in Corrupt Activities

The investigation has uncovered large amounts of unexplained cash being deposited in Judge Porteous's accounts. Financial records reveal that Judge Porteous deposited more than $57,000 in cash into his checking account between 1998 and 2000. Additional records received from Fidelity Homestead Association show that five separate deposits of currency totaling approximately $20,000 were also made into the Judge's money market account from 1998 to early 2000. This account was not reported on Judge Porteous's bankruptcy petition. In addition, one of the deposits, made two days after Judge Porteous returned from his Las Vegas trip, was in the amount of $5,000, roughly the amount he withdrew over the "bachelor party" weekend, despite casino records that estimated a $1,200 loss during that trip.

In addition, the investigation has revealed that Judge Porteous's secretary, Rhonda Danos, paid for many of his expenses from her own bank account. While Judge Porteous did write checks to her, the FBI was not able to establish that he fully reimbursed her. In 1999 and 2000, for example, Danos paid $41,621.15 for credit card bills and other expenses for Judge Porteous; during the same period, she received $32,554.51 in checks from him. Over the same two year period, Danos also made $60,027.80 in cash deposits, a greater sum than her payroll and other sources of income for the same period. Focusing on year 1999 in particular, her financial records indicate that she may have received as much as thirty to forty thousand dollars in unexplained deposits. In addition, in her testimony about her 1999 financial activities, Danos could not account for nearly ten thousand dollars in excess of her admitted sources of income that year, even giving her the benefit of dubious, post-hoc explanations for some sources of funds. Together, these facts evidence that Danos – on whom Judge Porteous relied for payment of many of his own expenses -- received additional, unexplained cash during the period that the judgement in Liljeberg was pending. Indeed, the Marcottes stated in interviews with the FBI that Danos was used specifically to disguise their payments in connection with the 1992 trip to Las Vegas for Judge Porteous.

VII. Evidence that Judge Porteous Is Incompetent to Serve

During the course of this investigation the Department has learned that Judge Porteous has obtained the reports of medical examiners concluding that he is incompetent to render decisions as a federal judge because of permanent mental and psychological impairments. In correspondence with Your Honor, Judge Porteous stated that he believes he no longer can meet the responsibilities that fall to him as a judge, and that the reports of a psychologist and psychiatrist confirm that every day he sits on the bench is a disservice to his fellow judges, to the parties who appear before him, and to the people of this country who put their trust in the judiciary. This mental impairment follows a history of alcoholism and reckless gambling, demonstrated in financial records and attested to by witnesses with whom he has had personal relationships. Therefore, in addition to the many allegations of judicial misconduct recited above, Judge Porteous's self-professed inability to render competent and fair decisions as a federal judge and the chronicle of his reckless and dishonorable personal behavior while on the

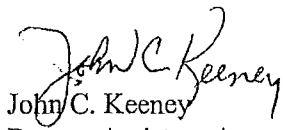
SC00787

federal bench also serve as a basis for possible disciplinary action by the Court or referral to Congress for impeachment.

CONCLUSION

As noted earlier, issues of statute of limitations, the materiality of the alleged false statements, the government's twin burdens of proof and unanimity at trial, and the availability of alternative remedies persuaded the Department that criminal prosecution was not warranted. The results of the FBI's investigation into allegations of misconduct concerning Judge Porteous, however, raise serious doubts about his suitability for office under the constitutional standard of good behavior on which that service is contingent. The instances of Judge Porteous's dishonesty in his own sworn statements and court filings, his decade-long course of conduct in soliciting and accepting a stream of payments and gifts from litigants and lawyers with matters before him, and his repeated failures to disclose those dealings to interested parties and the Court all render him unfit as an Article III judge. Based on the evidence of pervasive misconduct described herein, the Department respectfully submits this complaint for any further action Your Honor may deem warranted.

Sincerely,



John C. Keeney
Deputy Assistant Attorney General
Criminal Division
United States Department of Justice

SC00788

TAB B

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

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

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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 24th 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

7. Porteous is subject to the Code and its Canons, and as such, is bound to comply with their strictures. In the section headed "Compliance With The Code of Conduct," the Code provides "[a]nyone who is an officer of the federal judicial system authorized to perform judicial functions is a judge for the purpose of this Code."

Canon 1 provides as follows:

> An independent and honorable judiciary is indispensable to justice in our society. A judge should participate in establishing, maintaining, and enforcing high standards of conduct, and should personally observe those standards, so that the integrity and independence of the judiciary may be preserved. The provisions of this Code should be construed and applied to further that objective.

Commentary to Canon 1 provides in pertinent part:

> Although judges should be independent, they should comply with the law, as well as the provisions of this Code. Public confidence in the impartiality of the judiciary is maintained by the adherence of each judge to this responsibility. Conversely, violation of this Code diminishes public confidence in the judiciary and thereby does injury to the 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."

III. SELECTED STATUTES, RULES AND ORDERS

8. Title 18, United States Code, § 151 [definitions for bankruptcy fraud], provides, "[a]s used in this chapter, the term "debtor" means a debtor concerning whom a petition has been filed under Title 11.

9. Title 18, United States Code, § 152 [bankruptcy fraud], provides in pertinent part, "A person who---(1) knowingly and fraudulently conceals from a . . . trustee . . . or other officer of the court charged with the control or custody of property, or, in connection with a case under title 11, from creditors or the United States Trustee, any property belonging to the estate of a debtor [commits a criminal offense against the United States];" . . . and "(3) knowingly and fraudulently makes a false declaration, certificate, verification, or statement under penalty of perjury . . . in relation to any case under title 11 [commits a criminal offense against the United States]."

10. Title 18, United States Code, § 371 [criminal conspiracy to commit an offense], provides in pertinent part, "If two or more persons conspire either to commit any offense against the 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.

Section101(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[1] totaling approximately $31,900, including but not limited to the following acts:

[1] 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.

- 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;
- on September 28, 2001, Porteous borrowed approximately $2,000 from Harrah's Casino in New Orleans, Louisiana;
- on October 13, 2001, Porteous borrowed approximately $1,000 from Treasure Chest Casino in Kenner, Louisiana;
- 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;
- on October 31, 2001, Porteous borrowed approximately $3,000 from Beau Rivage Casino in Biloxi, Mississippi;
- on November 27 2001, Porteous borrowed approximately $2,000 from Treasure Chest Casino in Kenner, Louisiana;
- on December 11, 2001, Porteous borrowed approximately $2,000 from Treasure Chest Casino in Kenner, Louisiana;
- on December 20, 2001, Porteous borrowed approximately $1,000 from Harrah's Casino in New Orleans, Louisiana;
- on February 12, 2002, Porteous borrowed approximately $1,000 from Grand Casino in Gulfport, Mississippi; and
- 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:

- between May 16 and June 18, 2002, $734.31 in new charges;
- between June 15 and July 18, 2001, $277.74 in new charges;
- 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:

- 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;
- 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;
- 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;

- 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:

- 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

- 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:

- 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;
- 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;
- 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, <u>with the exception of Regions Bank which we wanted to exclude,</u> proposing the workout of the debts to each . . . . ;"
- 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;
- 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;"

- based on the above misrepresentations by Porteous, Regions Bank agreed to renew and extend the loan to July 17, 2001; and
- 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 if 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:

- *In re Liljeberg Enters. Inc.*, Civ. No. 93-01794 (filed June 1, 1993)
- *United States v. Ratcliff*, Civ. No. 95-00224 (filed Jan. 19, 1995)
- *Buck v. Candy Fleet Corp.*, Civ. No. 97-01593 (filed May 16, 1997)
- *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.

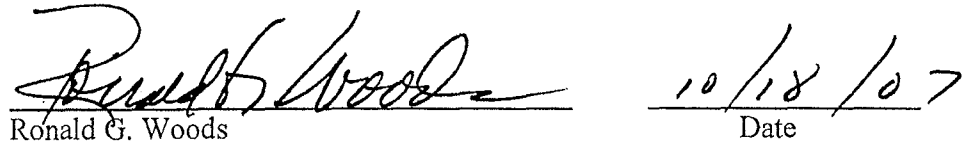
35. Paragraphs 27 – 34 are incorporated herein by reference. Between approximately 1993 and 1995, Creely would take Porteous dove hunting in Mexico and pay for all his expenses. Each hunting trip cost the Creely & Amato law firm approximately $1,500 in expenses for Porteous, which amounts were not reimbursed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

TAB C

TAB D

TAB 1

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

CHAMBERS OF
EDITH H. JONES
CHIEF JUDGE

12505 U.S. Courthouse
515 Rusk Avenue
Houston, TX 77002
Telephone (713) 250-5484

May 24, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Re: Appointment of Special Committee

Dear Judge Porteous:

I transmit to you a copy of a judicial misconduct complaint filed by John C. Keeney, Deputy Assistant Attorney General, United States Department of Justice. Pursuant to Rule 4(F)(2) of the Fifth Circuit *Rules Governing Complaints of Judicial Misconduct or Disability* (copy attached), I hereby provide notice of the appointment of myself, Judge Fortunato P. Benavides, and Judge Sim Lake as a special committee to investigate this complaint. In addition, I have appointed Ronald G. Woods, Esq. to serve as investigator for the special committee.

Please note your rights as conferred under Rule 11 of the *Rules Governing Complaints of Judicial Misconduct or Disability*. Kyle Boudreau in the Circuit Executive's Office can assist you if you require further information.

Sincerely,

Edith H. Jones

Edith H. Jones

Enclosure
Attachment

TAB 2

SCHONEKAS, WINSBERG, EVANS & MCGOEY, L.L.C.
650 POYDRAS STREET, SUITE 2105
NEW ORLEANS, LOUISIANA 70130
TELEPHONE (504) 680-6050
TELECOPIER (504) 680-6051

Kyle Schonekas

Direct Dial: (504) 680-6052
email: kyle@swemlaw.com

June 11, 2007

VIA FACSIMILE AND FEDERAL EXPRESS
Ronald G. Woods, Esq.
Attorney at Law
5300 Memorial, Suite 1000
Houston, Texas 77007

Re: United States District Judge G. Thomas Porteous, Jr.
Eastern District of Louisiana

Dear Mr. Woods:

As you know from our telephone conversation last week, we represent Judge Porteous. This letter is being sent to you in your capacity as investigator for the Special Committee, which was created by Chief Judge Edith H. Jones in response to the Complaint of Judicial Misconduct filed against Judge Porteous by John C. Keeney, Deputy Assistant Attorney General, Criminal Division of the United States Department of Justice. The purpose of this letter is to propose to you, the Special Committee, and the Judicial Council for the Fifth Circuit, an uncontested resolution of the Complaint of Judicial Misconduct.

Specifically, we are authorized to represent that Judge Porteous would agree to a request by the Judicial Council that he retire voluntarily, with all customary retirement benefits, with the (necessary) provision that ordinary length-of-service requirements would be waived, as permitted by Rule 13 (F)(5) of the Rules Governing Complaints of Judicial Misconduct or Disability. In our view, this resolution is factually appropriate, and legally sound. Moreover, it satisfies the interests of all parties, and avoids what would unquestionably be a contested and difficult process, or series of processes. Further, while cannot speak for the complainant, and would urge you to contact the Department of Justice directly to seek its views, we believe that it would not oppose such a resolution.

In our conversation, you asked us to provide support, both factual and legal, for this proposal. We have done so below. However, if it is not sufficient, please feel free to contact us at any time for anything further that you might need.

We must raise one additional preliminary matter in conjunction with this proposal, this being the non-waiver of any of Judge Porteous' rights, including his right to seek the recusal of Judge Jones from both the Investigating Committee, and the Judicial Council. As you will see from the factual background, given below, on two separate occasions Judge Jones has rejected Judge Porteous' contention that he is disabled. Given that his disability *vel non* is one of the issues now before the Committee, and the Council, her previous determinations would appear to automatically disqualify her. Obviously, this issue will not be reached if our proposal is accepted. We raise it now, however, so as to not be seen as acting in a retaliatory manner, in the event our proposal is rejected.

1. The Factual Background

For approximately five years, Judge Porteous was the subject of an investigation being conducted by the Public Integrity Division of the Department of Justice. While this investigation was stressful for Judge Porteous, as it would be for anyone, we did not believe that these stresses in any way impaired his ability to function as a federal judge -- until Hurricane Katrina devastated New Orleans.

Unfortunately, Katrina's devastation included the house in which Judge Porteous and his wife lived. And tragically, during their forced exile from the city, and their home, Judge Porteous' wife died. Although the loss of a spouse is always painful, her death was an especially severe blow to Judge Porteous, as they had been married 37 years, and were inseparable.

The confluence of these three factors resulted in a marked deterioration in Judge Porteous' capabilities. Based on our perceptions, we believed it was appropriate to have an independent psychological evaluation of him. The first such evaluation was performed in May, 2006, by Dr. Jill Hayes Hammer, Ph.D., a clinical psychologist and neuropsychologist with Louisiana State Medical School, and by Dr. Howard J. Osofsky, M.D., Ph.D., head of the Department of Psychiatry at LSU Medical School. Drs. Hammer and Osofsky specifically found that "Judge G. Thomas Porteous, Jr. suffers from psychiatric conditions that substantially interfere with his ability to competently and adequately perform his job responsibilities in a manner consistent with his obligations under the Code of Conduct for United States Judges."

Based on this report, on May 17, 2006, Judge Porteous wrote to Chief Judge Edith Jones, to certify that he was disabled, and to request that she so certify to President Bush, in accordance with the provisions of 28 U.S.C. § 371 (e)(1)(E). A copy of this request and accompanying report were also sent to Judge Helen G. Berrigan, the Chief Judge of the Eastern District of Louisiana.

Judge Berrigan immediately relieved Judge Porteous of all his judicial responsibilities. However, on July 17, 2006, Judge Jones denied his request for a disability certification.

Although Judge Porteous had begun treatment upon receiving the report from Drs. Hammer and Osofsky, we learned in September, 2006 that the persons providing this treatment, Dr. James G. Barbee, M.D., and Susan Hoffman, LCSW, were of the opinion that Judge Porteous was permanently disabled. Reports so stating were obtained from both of them. Consequently, a second request was made of Judge Jones, asking her to reconsider her earlier decision to deny Judge Porteous permanent disability status. On October 16, Judge Jones again declined to grant Judge Porteous permanent disability.

Additional reports from Dr. Barbee and Susan Hoffmann were obtained in November, 2006, at the request of Judge Berrigan. Both of those reports again found Judge Porteous to be disabled. Those reports were not provided to Judge Jones, as we saw no reason to do so.

In sum, over the past year, we have obtained six reports, from four different health care providers, which have been unanimous in their conclusion: Judge Porteous was and is not capable of fulfilling his obligations as a federal district judge, and he will not be capable of doing so at any time in the foreseeable future. Notwithstanding these findings, and the apparently mandatory language of 28 U.S.C. § 371(e)(1)(E) – "A certification under this subparagraph shall be made . . . to a judge who certifies in writing his or her disability to the chief judge of the circuit in which the judge sits." – we were at an impasse until this Complaint was filed.

As you are aware from the Complaint itself, the Department of Justice has abandoned its criminal investigation. While we certainly have a very different view of the facts, and the Department's reasons for abandoning the criminal case, we are in agreement with the Department on one matter: it is not appropriate for Judge Porteous to be sitting as a federal district judge.

Nevertheless, we have been advised by Judge Berrigan that Judge Jones has ordered Judge Porteous to return to work. Should he do so, which would be contrary to medical advice, we believe that he would be ethically obligated to inform litigants in his section that he believes that he is in fact disabled. Were he to refuse to return to work, we believe his only legal remedy would be to file a writ of mandamus in the Supreme Court, to compel Judge Jones to sign the certification required by 28 U.S.C. § 371(e)(1)(E). Judge Porteous does not wish to take either course of action, because both have the potential to bring the federal judiciary into disrepute, which is something he strongly wishes to avoid.

Consequently, we suggest that he be asked to retire by the Judicial Council, pursuant to Rule 13 (F)(5) of the Rules of the Judicial Council of the Fifth Circuit. If asked, he would do so. While the normal length of service rules would need to be waived to permit Judge Porteous to receive his retirement benefits, this waiver is clearly within the authority of the Council.

2. The Legal Authority For The Proposed Resolution

Title 28 U.S.C. §354(a)(2)(B) provides that the Judicial Council can, *inter alia*, take the following action on a complaint against an Article III judge against whom a complaint has been lodged:

> (i) certifying disability of the judge pursuant to the procedures and standards provided under section 372(b) and
>
> (ii) requesting that the judge voluntarily retire, with the provision that the length of service requirements under section 371 of this title shall not apply.

28 U.S.C. §354(a)(2)(B).

This Circuit has a similar but slightly modified provision, stating that possible action by the Council can include "in the case of a circuit or district judge who is disabled and eligible to retire for that reason but does not do so, certifying the disability under 28 U.S.C. § 372(b)." *Fifth Circuit Rules Concerning Complaints of Misconduct and Disability* 13(F)(6). Rule 13(F) further permits the Council to dispose of a complaint of misconduct by "requesting the judge to retire voluntarily with the provision (if necessary) that ordinary length-of-service requirements will be waived." *Fifth Circuit Rules Concerning Complaints of Misconduct and Disability* 13(F)(5).

Because judicial complaint proceedings are to be considered remedial and not punitive, employment of these options by the Council should occur where they most efficiently dispose of the source of misconduct alleged by a complaint before the Council. *See generally, In re Charge of Judicial Misconduct*, 425 F.3d 1179, 1182 (9th Cir. 2005)("it is important to note that the overall purpose of the Judicial Conduct and Disability Act is not to punish but to protect the judicial system and the public from further acts by a judicial officer that are detrimental to the fair administration of justice"); *In re Charge of Judicial Misconduct*, 782 F.2d 181 (9th Cir. Jud. Council 1986)("The goal of the statute and Procedures is to provide 'a means for dealing with systematic inability or unwillingness to perform the duties of judicial office.")

Accordingly, where voluntary retirement or certification of disability can adequately correct the problems raised by a complaint, while minimizing loss of public faith in the court system, adoption of those options is not only appropriate but essential.

That corrective action may be voluntary on the part of the judge under scrutiny is not only contemplated but encouraged by the Judicial Conduct and Disability Act. The essential goal of the Act is to prevent future misconduct on the part of the subject of the investigation. Because the Judicial Council may only recommend impeachment to the Judicial Conference, but constitutionally may not undertake the removal or impeachment function itself, the rules encourage voluntary or disability retirement under circumstances where such retirement insures the prevention of future misconduct by the sitting judge:

> Third, many of the actions which a judicial council is authorized to take under the Act, *see* 28 U.S.C. § 372(c)(6), depend upon the *voluntary* compliance of the judge. They are, therefore, not of a type which can powerfully interfere with a judge's independence.
>
> For example, the option of certifying to a judge's mental or physical disability under 28 U.S.C. § 372(b) (a procedure which can be used only against judges who have already reached retirement age) does not permit a judge to be retired against his will. 28 U.S.C. § 372(c)(6)(B)(ii). Its main use is to permit the court to obtain the services of a perhaps badly needed additional judge.

> Requesting that a judge retire is another action which a judicial council may undertake after looking into a complaint against a judge. 28 U.S.C. § 372(c)(6)(B)(iii). Ronald G.
>
> The decision whether to retire is left entirely to the judge. Congress has empowered the council to offer the "carrot" of early retirement, but has not attempted to provide any improper "stick." (footnote omitted)

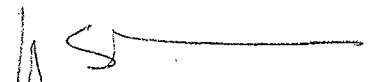
In re Investigation of Certain Charges of Judicial Misconduct, 783 F.2d 1488, 1508 (11th Cir. 1986)(italics in original). *See also, McBryde v. Committee to Review Circuit Council Conduct and Disability Orders*, 83 F.Supp.2d 135, 152 (D.D.C. 1999); *Hastings v. Judicial Conference of the U.S.*, 593 F. Supp. 1371, 1375 (D.D.C. 1984)("Such action may include, but is not limited to, censuring or reprimanding the judge publicly or privately, temporarily 'for a time certain' ordering that no new cases be assigned to the judge, **requesting that the judge voluntarily retire at full salary**, or certifying the disability of the judge.") (emphasis added).

3. Conclusion

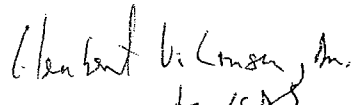
In sum, we believe that there are an abundance of reasons to choose the resolution we have proposed, and few, if any to reject it. Admittedly, however, our view of this matter is somewhat biased. But even when that bias is taken into consideration, we think our proposal is the best one not just for Judge Porteous, but also for the judicial system as a whole.

We will await your prompt response, as Judge Porteous is scheduled to return to work on June 18, 2007.

Sincerely,



Kyle D. Schonekas



Herbert V. Larson, Jr.

TAB 3

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

CHAMBERS OF
EDITH H. JONES
CHIEF JUDGE

12505 U.S. Courthouse
515 Rusk Avenue
Houston, TX 77002
Telephone (713) 250-5484

June 25, 2007

Via Facsimile: 504-680-6051
and Mail

Mr. Kyle Schonekas
Schonekas, Winsberg, Evans & McGoey, L.L.C.
650 Poydras Street, Suite 2105
New Orleans, Louisiana 70130

Re: United States District Judge G. Thomas Porteous, Jr.

Dear Mr. Schonekas:

The special investigatory committee of the Fifth Circuit Judicial Council has carefully considered your letter of June 11, 2007, including its proposal that Judge Porteous be permitted to take disability retirement with his length of service requirement, contained in 28 U.S.C. 371(a), waived by the Judicial Council.

The committee cannot approve this proposal, nor can it recommend such a disciplinary alternative to the Judicial Council at this time. Pursuant to the circuit's Rules Governing Complaints of Judicial Misconduct, the committee is empowered only to conduct an investigation, after which it "shall" file a comprehensive report thereof, together with findings and recommendations, to the Judicial Council. See Rule 9(E). Our investigation is ongoing. The committee lacks authority to offer or to recommend what amounts to a preemptive settlement to Judge Porteous short of the completion of the investigation.

With respect to the general representation contained in the letter, that the Judicial Council or this committee could authorize Judge Porteous to receive a "disability" retirement that would permit him to receive his federal judicial salary, the issue may not be free from all doubt, but your letter seems to

misinterpret the relevant statutory and rule provisions. Rule 13 (F)(5) authorizes the Judicial Council to "request[] the judge to retire voluntarily with the provision (if necessary) that ordinary length-of-service requirements will be waived..." The only statutory basis for this authority appears to reside in 28 U.S.C. 354(a)(2)(B), which cross references 28 U.S.C. Sections 372(b) and 371. That statutory provision may well not apply here, inasmuch as Judge Porteous is not, as Section 372(b) requires, refusing voluntarily to retire. In any event, Section 371 authorizes retirement compensation for Article III judges who have attained both the age and service-related qualifications. Section 354(a)(2)B)(ii), however, allows the Council to waive only the length of service requirement. Because the Judicial Council is not empowered to waive the age requirement, your proposal appears to be untenable.

Accordingly, since the investigation must continue, the special investigating committee has designated August 27-29 as the hearing dates in New Orleans. Judge Porteous may avail himself of the procedures contained in Rule 11. To facilitate orderly preparation, Judge Porteous must file a response to the Department of Justice Complaint on or before Tuesday, July 10, and in addition to responding specifically to the allegations therein, he should identify the witnesses he intends to call during the hearing.

The committee appreciates your courtesy and cooperation in these matters.

Very truly yours,

Edith H. Jones

Edith H. Jones

Fortunato P. Benavides *

Fortunato P. Benavides
Judge, U.S. Court of Appeals
for the Fifth Circuit

* Signature by permission

Sim Lake
U.S. District Judge for the
Southern District of Texas

TAB 4

SCHONEKAS, WINSBERG, EVANS & MCGOEY, L.L.C.
650 POYDRAS STREET, SUITE 2105
NEW ORLEANS, LOUISIANA 70130
TELEPHONE (504) 680-6050
TELECOPIER (504) 680-6051

Kyle Schonekas

Direct Dial: (504) 680-6052
email: kyle@swemlaw.com

July 02, 2007

VIA FACSIMILE AND U.S. MAIL
Ronald G. Woods, Esq.
Attorney at Law
5300 Memorial, Suite 1000
Houston, Texas 77007

Re: *United States District Judge G. Thomas Porteous, Jr.*
Eastern District of Louisiana

Dear Mr. Woods:

I am writing to inform you that Mr. Larson and I will not be representing Judge Porteous in connection with the Complaint of Judicial Misconduct filed by the United States Department of Justice. Judge Porteous is in the process of obtaining new counsel.

Sincerely,

Kyle Schonekas

KDS/jmg
cc: Judge Porteous

TAB 5

United States District Court
Eastern District of Louisiana
500 Poydras Street
New Orleans, Louisiana 70130

Chambers of
G. Thomas Porteous, Jr.
U.S. District Judge

July 5, 2007

Honorable Edith H. Jones
Chief Judge
United States Court of Appeals
Fifth Circuit
12505 U. S. Courthouse
515 Rusk Avenue
Houston, Texas 77002

RE: United States District Judge G. Thomas Porteous, Jr.

Dear Chief Judge Jones:

Pursuant to this correspondence, I am confirming that I am no longer represented by Mr. Schonekas. Accordingly, I am requesting a continuance of this matter in order to allow me adequate time in which to obtain counsel and bring counsel up to date on the events that have occurred thus far.

By way of this correspondence, I also wish to address three additional areas.

First, in your original correspondence to me dated May 24, 2007, you indicated you were proceeding with this matter pursuant to the complaint filed by John C. Keeney, Deputy Assistant Attorney General. Accordingly, I am requesting that this matter be dismissed for failure of the complaint to comply with Rule 2 (F), Signature and Oath. In the alternative, the Clerk of Court should reject the filed complaint under Rule 3 (D).

Second, your letter of June 25, 2007, to Mr. Schonekas setting hearing dates of August 27 - 29, 2007, also requested that I provide a list of witnesses by July 10, 2007. If you grant my initial request for a continuance, that date should also be reset. If it is reset, I would call the Court's attention to Rule 10 (B) which requires notice of the hearing, its purposes, the names of any witnesses, and timely access to documents.

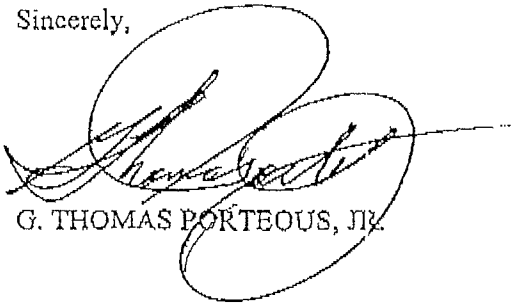
Third, upon obtaining counsel, I would suggest that the committee set a status conference in order to discuss a discovery schedule, what documents and evidence will be used, whether the

entire grand jury transcripts will be made available and any other matters that will help with a complete and thorough presentation of the complaint.

Finally, I want the record to reflect that I have returned to the bench only because of your Honor's order that I am to do so. My health care providers are still treating me and it may well be necessary for me to again request disability status.

I thank your Honor for your courtesy and will await your decisions regarding my requests.

Sincerely,



G. THOMAS PORTEOUS, JR.

GTPjr/rd

TAB 6

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

CHAMBERS OF
EDITH H. JONES
CHIEF JUDGE

12505 U.S. Courthouse
515 Rusk Avenue
Houston, TX 77002
Telephone (713) 250-5484

July 10, 2007

Via Facsimile: 504-589-2444
and Mail

Judge G. Thomas Porteous, Jr.
United States District Court
Eastern District of Louisiana
500 Poydras Street, Room C-206
New Orleans, Louisiana 70130

Re: United States District Judge G. Thomas Porteous, Jr.

Dear Judge Porteous:

In response to your letter of July 5, the special investigatory committee ("the Committee") recognizes that you have the right to obtain substitute counsel and that such retention might require a slight delay in our earlier timetable. The expedited proceedings, it should be pointed out, were designed to bring to a just conclusion these matters that have been pending for a very long time, to the detriment of the courts, the public interest, and yourself.

Consequently, the deadlines in our previous letter will be extended as follows. First, you must file your detailed response to the complaint on or before August 10, together with your list of witnesses and any offer to stipulate to any of the facts or charges contained in the complaint. Second, the hearing will be reset to occur in New Orleans from Wednesday, September 26 through Friday, September 28.

The Committee is reviewing your request for dismissal based on the complainant's failure to sign under oath, but it presently appears unlikely that the complaint is legally insufficient.

As to the purpose of the hearing, that will depend on what factual statements addressed in the complaint are being contested. You will be given ample prior notice of the witnesses our investigators intend to call and the documents and grand jury testimony, if any, on which they will rely.*

Finally, there is no purpose in setting a status conference until you have responded to the complaint and identified what charges and issues you will contest.

Very truly yours,

Edith H. Jones

Edith H. Jones

Fortunato Benavides *

Fortunato P. Benavides
Judge, U.S. Court of Appeals
for the Fifth Circuit

Sim Lake

Sim Lake
U.S. District Judge for the
Southern District of Texas

* signatures by permission.

---

* The Committee has recently also retained another former U.S. Attorney, Mr. Lawrence D. Finder, a partner at Haynes and Boone in Houston, Texas, to assist Mr. Woods.

TAB 7

CHEHARDY, SHERMAN, ELLIS, MURRAY, RECILE, GRIFFITH, STAKELUM & HAYES, LLP
ATTORNEYS AT LAW

MICHAEL H. ELLIS
Direct Dial: (504) 830-4120
mhe@chehardy.com

SUITE 1100
ONE GALLERIA BOULEVARD
METAIRIE, LOUISIANA 70001
TELEPHONE: (504) 833-5600
FAX: (504) 833-8080

MAILING ADDRESS: POST OFFICE BOX 931
METAIRIE, LOUISIANA 70004-0931

August 2, 2007

The Honorable Edith H. Jones
Chief Judge
United States Court of Appeals for the Fifth Circuit
515 Rusk Avenue, Room 12505
Houston, TX 77002-2655

SENT VIA FAX (713)250-5017

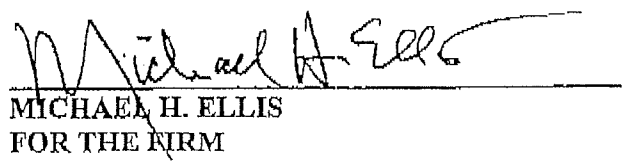
Re: Complaint of Judicial Misconduct Concerning
The Honorable G. Thomas Porteous, Jr.
Our File: 30724.000

Dear Chief Judge Jones:

Recently, I was asked to assist Judge Tom Porteous in connection with the Complaint filed against him by the Department of Justice. Unfortunately, because of a long-planned vacation, I was unable to meet with Judge Porteous until this past Tuesday. I realize that he previously has been granted an extension to file a response on Friday, August 10th; but because of the complexity of the twenty-one page complaint, I must request a further continuance. It would be impossible for me to properly investigate and counsel with Judge Porteous in such a short time span, and the ends of justice require that I be granted the opportunity to have time within which to do this. Accordingly, I respectfully request this Court to extend the response date from August 10th to September 4, 2007, and the hearing date to on or after October 17, 2007.

Thanking you in advance for your consideration of this request, I remain

Respectfully,



MICHAEL H. ELLIS
FOR THE FIRM

MHE/ccm

cc: The Honorable G. Thomas Porteous, Jr.

TAB 8

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

August 3, 2007

Michael H. Ellis, Esq.
Chehardy, Sherman, Ellis, Murray, Recile,
Griffith, Stakelum & Hayes, LLP
One Galleria Boulevard, Suite 1100
Metairie, LA 70001

Via Fax # 504-833-8080

Dear Mr. Ellis:

The Committee is in receipt of your letter of August 2 seeking additional extensions of time for Judge Porteous' response to the DOJ misconduct complaint and of the hearing date. In light of the fact that Judge Porteous has been aware of the schedule for this matter for some time and has already secured extensions, the Committee has asked me to inform you that it is willing only to allow a one-week extension of the date for his filing of a detailed answer and list of witnesses. This information will therefore be due on Friday, August 17. The date of the proposed hearing will not be changed, however, nor will the Committee grant any further extensions.

Yours very truly,

Ron Woods

Ronald G. Woods

RGW:bjs

TAB 9

EXHIBIT D-9

CHEHARDY, SHERMAN, ELLIS, MURRAY, RECILE,
GRIFFITH, STAKELUM & HAYES, L.L.P.

ATTORNEYS AT LAW

LAWRENCE E. CHEHARDY*
DAVID R. SHERMAN*t°
MICHAEL H. ELLIS*
JULIAN R. MURRAY, JR.*
GEORGE B. RECILE*
JACQUELINE G. GRIFFITH*
P. J. STAKELUM III*
STEVEN E. HAYES t
ROBERT G. STASSI
ALVIN A. LEBLANC, JR.*
STEPHEN D. MARX
MICHAEL H. RASCH*
DAVID H. BERNSTEIN t°

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METAIRIE, LOUISIANA 70001
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MAILING ADDRESS: POST OFFICE BOX 931
METAIRIE, LOUISIANA 70004-0931

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PAOLA PAOLI CORRADA
PRESTON L. HAYES
JOHN H. GRIMSTAD

OF COUNSEL:
PATRICIA E. PANNELL*‡
PAULA PERRONE

*PROFESSIONAL CORPORATION
t BOARD CERTIFIED TAX ATTORNEY
°LL.M. IN TAXATION
‡ALSO ADMITTED IN SOUTH CAROLINA

August 9, 2007

Ronald G. Woods, Esq.
Attorney at Law
5300 Memorial
Suite 1000
Houston, TX 77007

SENT VIA FAX (713)864-8738

Re: Complaint of Judicial Misconduct
Concerning The Honorable G. Thomas Porteous, Jr.
Our File: 30724.000

Dear Mr. Woods:

Thank you for your letter of August 3, 2007, in which Judge Porteous was granted a short extension of one week by the Committee. Your letter states that he "has already secured extensions," but I am informed that this is only the second extension which he has been granted. (See letter of Chief Judge Jones dated July 10, 2007.)

By letter of July 5, 2007, my client wrote to Chief Judge Jones contesting the Complaint filed by John C. Keeney, Deputy Assistant Attorney General, since it was filed in violation of Rule 2(F), of the Rules Governing Complaints of Judicial Misconduct or Disability (hereinafter the "Rules"). This provision is not discretionary--it is mandatory.

> Rule 2(F) Signature and Oath. The complaint must be signed and the truth of the statements must be verified in writing under oath, or the complainant may declare under penalty of perjury that the statements are true . . . . (Emphasis supplied.)

My client called for dismissal of the Complaint for failure to comply with this rule. Chief Judge Jones responded on July 10, 2007, in her fax to Judge Porteous as follows:

> The Committee is reviewing your request for dismissal based on the complainant's failure to sign under oath, but it presently appears unlikely that the complaint is legally insufficient.

The Complaint has not been verified in writing under oath, so how is this not legally insufficient as it violates a mandatory condition of the Rules?

Judge Porteous stated a second objection to the Complaint in his correspondence to the Chief Judge. In her June 25, 2007, letter to Kyle Schonekas, previous attorney for Judge Porteous, Chief Judge Jones announces that the special investigating committee has designated August 27 through August 29, 2007, as the hearing dates concerning the Complaint. Such notice does not meet the requirements of Rule 10(B), since it does not give the names of any witnesses, does not provide the stated purpose of the hearing, nor does it inform the judge of where the documents are located so that he may have "timely access" to them. Again, this provision is mandatory in nature.

Rule 2 provides that the Complaint must contain "any other relevant information, such as the presence of a court reporter or other witnesses and their names and addresses." Rule 2(B)(3). The instant Complaint, while naming numerous witnesses, failed to contain their addresses. Moreover, there are a number of quotations from these witnesses which indicate that they were testifying before the federal grand jury. Nowhere in the Complaint is there mention of the presence of a court reporter. Once again, this is a mandatory requirement as Rule 2(B) states:

> "The complaint <u>must</u> contain a factual statement setting forth clearly and specifically the claimed misconduct or disability, including: Section (3) quoted above." (Emphasis supplied.)

Rule 3 pertaining to the duties of the Clerk of Court upon receipt of a Complaint, states that the Clerk "will reject a Complaint that does not comply with these rules, advising the complainant of the appropriate procedures." Rule 3(D). Yet another deficiency in the filing process of the instant Complaint.

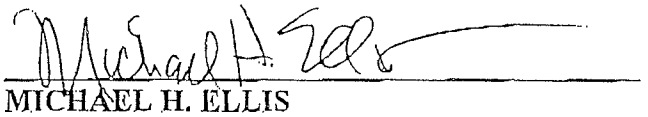
In a word, Judge Porteous seeks to dismiss the Complaint for the many deficiencies contained in this correspondence. If a more formal pleading is required by Judge Porteous, please advise as to the format in which it should be presented.

In the interim, I am requesting the names and addresses of all individuals who may be called to testify at the hearing at the end of September. I would also ask that I be provided with a list of all documents including, but not limited to, transcripts, tape recordings, e-mails, grand jury transcripts, and faxes which you intend to present at the hearing, together with

copies of same. I further request that this be done at least three weeks prior to Wednesday, September 26, 2007. This is, of course, only in the event that the Committee rules against granting the renewed Motion to Dismiss the Complaint.

Your prompt response to my letter will be appreciated.

Sincerely,



MICHAEL H. ELLIS
FOR THE FIRM

MHE/ccm

cc: The Honorable G. Thomas Porteous, Jr.

TAB 10

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

August 14, 2007

Michael H. Ellis
Attorney at Law
One Galleria Boulevard, Suite 1100
Metairie, La 70001

Sent via fax 504-833-8080

Dear Mr. Ellis:

In response to your letter of August 9, 2007, the extensions referenced in my letter of August 3, 2007 pertain to the extensions of the response date and the hearing date that Judge Porteous had previously received.

As to your first objection to the Complaint not being signed under oath, the Special Committee believes the Complaint satisfies the requirements of Title 28, U.S.C. Section 351 (a) and Rule 2 (A) of the Rules Governing Complaints Of Judicial Misconduct Or Disability (Rules). The Special Committee believes that the factual summary by the Department of Justice Deputy Assistant Attorney General summarizing the sworn testimony of grand jury witnesses, contents of Judge Porteous' official bankruptcy court file, contents of numerous official court files referenced in the Complaint, contents of business records of casinos, banks and credit card companies obtained by grand jury subpoena give the Complaint a legal sufficiency upon which the Special Committee can conduct an investigation and hearing. Even if the Complaint does not meet the signature and oath requirements of Rule 2 (F), the Special Committee is prepared to proceed under Title 28, U.S.C. Section 351(b) and Rule 2 (J). Please be advised that the Special Committee will proceed with the scheduled hearing either way.

As to your second objection to the Complaint, that Judge Porteous did not receive notice of who the witnesses are, the stated purpose of the hearing, and where the documents are located so that the judge can have timely access to them, I would point out that Judge Porteous was provided a copy of the Complaint on May 24, 2007, which contained a very detailed factual statement and the names of witnesses, most, if not all, of whom Judge Porteous is acquainted with. Judge Porteous and his prior counsel, Kyle Schonekas, have been well aware of the federal grand jury investigation that was conducted by the Department of Justice Public Integrity Section over the past several

years and Kyle Schonekas, on behalf of Judge Porteous, was present outside of the grand jury room and advised one witness, Claude Lightfoot, Judge Porteous' bankruptcy counsel, not to answer certain questions on August 19, 2004 and September 9, 2004. Kyle Schonekas, on behalf of Judge Porteous, was in negotiation with the Department of Justice attorneys up through early 2007, when the Department of Justice decided not to seek an indictment and refer the matter to the Fifth Circuit Court of Appeals for its consideration.

In response to receiving the Complaint, Judge Porteous' prior counsel, Kyle Schonekas, sent a letter June 11, 2007, requesting that the judge be allowed to retire with full retirement benefits pursuant to Rule 13 (F)(5). The Special Committee of three judges responded to this letter on June 25, 2007, pointing out that Rule 13 (F)(5) does not allow for such a decision and then advised Mr. Schonekas that the Special Committee would conduct a hearing based on the Complaint and instructed the judge to respond specifically to the allegations therein by July 10, 2007. The hearing date was set for August 27-29, 2007 in New Orleans, and was extended at the request of Judge Porteous.

I would point out that Rule 1 (A) and Rule 10 (A) state the purpose for such hearings. The Special Committee is conducting an investigation and holding a hearing to address the allegations in the Complaint. The Special Committee will then make its recommendation to the Judicial Council.

The Complaint contains the names of individuals with knowledge of this matter. The Special Committee may call as witnesses any person or persons named in the Complaint. The Special Committee may also call as a witness Edward F. Butler and Loretta Young-Williams, Officers of Regions Bank, 301 St Charles Avenue, New Orleans, La. 70131, Mr. William Heitkamp (Chapter 13, Trustee - Southern District of Texas), FBI Special Agent Wayne J. Horner, FBI Special Agent Patrick K. Bohrer (both of the New Orleans Field Office), and FBI Analyst Jerry Fink (Baton Rouge Field Office).

As for documentary evidence, the Special Committee will make its documents available to you for inspection and review at a mutually convenient time at an office located in Houston, Texas. Please call me at the above number to discuss a time convenient to you,

The following named individuals in the Complaint are listed with their address and their counsel's name and address:

INDIVIDUAL	COUNSEL
Joseph Amato	Ralph Capitelli
211 Derbigny St.	Entergy Centre, Ste 2950
Gretna, La 70054	New Orleans, La 70163
504-367-8181	504-582-2425

B. J. Beaulieu, Jr
Chapter 13 Trustee
433 Metaire Rd, Ste 515
504-831-1313 ext 231

Robert Creely
1010 Common, Ste 2650
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Ralph Capitelli
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Rhonda Danos
U.S. District Court
Eastern District of Louisiana
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2013 Suwanee Dr.
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Leonard Levenson
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New Orleans, La 70130

Franz Zibilich
131 Airline Dr
Metarie, La 70001
504-834-7676

Claude Lightfoot, Jr
424 Gravier St
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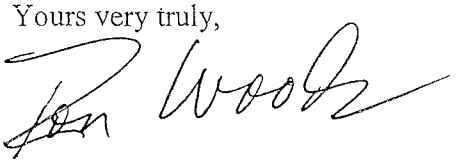
Jerome M. Winsberg
829 Baronne St
New Orleans, La 70113
504-581-9322

Joseph Mole
1100 Poydras
New Orleans, La 70163

Pat Fanning
504-368-7888

Yours very truly,



MEMORY TRANSMISSION REPORT

TIME : AUG-14-2007 10:24AM
TEL NUMBER : +
NAME : HINTON BAILEY DAVIDSON

FILE NUMBER	:	871
DATE	:	AUG-14 10:21AM
TO	:	15048338080
DOCUMENT PAGES	:	005
START TIME	:	AUG-14 10:21AM
END TIME	:	AUG-14 10:24AM
SENT PAGES	:	005
STATUS	:	OK

FILE NUMBER : 871 *** SUCCESSFUL TX NOTICE ***

RONALD G. WOODS
Attorney at Law
5300 Memorial, Suite 1000
Houston, Texas 77007

(713) 862-9600
Facsimile: (713) 864-8738

DATE: August 14, 2007

ATTENTION: Michael H. Ellis, Esq. 504-833-8080

NUMBER OF PAGES: COVER & 4

COMMENTS:

Unless otherwise indicated or obvious from the nature of the transmittal, the information contained in this facsimile message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via U.S. Postal Service at our expense. Thank you

TAB 11

CHEHARDY, SHERMAN, ELLIS, MURRAY, RECILE,
GRIFFITH, STAKELUM & HAYES, L.L.P.

ATTORNEYS AT LAW

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MICHAEL H. ELLIS*
JULIAN R. MURRAY, JR.*
GEORGE B. RECILE*
JACQUELINE G. GRIFFITH*
P. J. STAKELUM III*
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ROBERT G. STASSI
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OF COUNSEL:
PATRICIA E. PANNELL*‡
PAULA PERRONE

*PROFESSIONAL CORPORATION
t BOARD CERTIFIED TAX ATTORNEY
°LL.M. IN TAXATION
‡ALSO ADMITTED IN SOUTH CAROLINA

August 16, 2007

Ronald G. Woods, Esq.
Attorney at Law
5300 Memorial
Suite 1000
Houston, TX 77007

SENT VIA FAX (713)864-8738

Re: Response to Department of Justice Complaint
Concerning The Honorable G. Thomas Porteous, Jr.
Our File: 30724.000

Dear Mr. Woods:

Pursuant to Court Order, please accept this correspondence as the response of Judge Porteous to the Complaint.

As a member in good standing of the Federal Courts for the Eastern, Middle and Western Districts, the Fifth Circuit Court of Appeals, and past President of the Federal Bar Association for the Eastern District of Louisiana, I must candidly express the dilemma in which I find myself regarding my representation of Judge Porteous. The pivotal point of my predicament is the medical records recently supplied to me by Judge Porteous.

I refer specifically to the May 10, 2006, report of Howard J. Osofsky, M.D., Ph.D., Department of Psychiatry, LSU Health Sciences Center, School of Medicine, and co-authored by Jill Hayes Hammer, Ph.D., Clinical Psychologist and Neuropsychologist. Throughout the medical report, references are made to the Judge suffering from: psychiatric conditions which substantially interfere with his ability to competently and adequately perform his job responsibilities; Major Depressive Disorder and Anxiety Disorder NOS, which can interfere with an individual's ability to focus, concentrate and make decisions, tending either to obsess about decisions that need to be made or making decisions too quickly without giving much thought to the pros and cons involved; uncertainty and indecisiveness regarding many major life issues; post traumatic stress disorder; generalized anxiety disorder with a strong psychosomatic component which can impact an individual's day-to-day functioning, and a

history of alcoholism. He was found to be confused and easily distracted. At times, he has problems communicating with others because of speech that may tend to be tangential or circumstantial. He has difficulty with his memory which is due to depression and anxiety, and his short term visual memory is significantly impaired. Moreover, this can impair one's capacity for sound judgment and ability to reason. A copy of this report is enclosed for your review.

I requested updated medicals on Judge Porteous and received a report from Susan Hoffman, LCSW, dated August 10, 2007, a copy of which is enclosed. In her report, Dr. Hoffman states that she continues to treat Judge Porteous in psychotherapy and that he is a very compliant therapy patient. She further states that he probably has suffered with depression most of his life. Moreover, he is genetically predisposed to depression as evidenced by his father's suicide and the reported depression of other family members.

James Barbee, M.D., a highly respected psychiatrist who is presently treating Judge Porteous, states in his letter to undersigned counsel that Judge Porteous ". . . is unable to function as a judge at this time for psychological reasons. I am concerned not only for his well being, but also for that of the parties in his courtroom who depend upon him to function adequately as a judge." (See report received on August 15, 2007.)

In addressing the myriad allegations in the Complaint, I cannot be certain that Judge Porteous is furnishing me with all of the true facts and explanations that would ordinarily be supplied by a client who is not burdened with these emotional and mental illnesses. It is evident that he experiences memory lapses, and I cannot keep him focused on any one topic. The complaints go back to the mid 90s, and I do not know how long his mental problems have affected his actions on either the state or federal Bench. How much of this mental history predates the period of the entire investigation is an open question. But any attempt on my part to respond to the allegations in the Complaint fall upon the uncertainty of the answers to innumerable questions to which Judge Porteous has had difficulty responding. This is the extent to which I can respond to the DOJ's allegations. In a word, I do not feel confident to properly prepare a response to the DOJ Complaint based upon these factors.

The Complaint, itself, at page 21, underscores the present dilemma which I am facing. It states:

> During the course of this investigation, the Department has learned that Judge Porteous has obtained the reports of medical examiners concluding that he is incompetent to render decisions

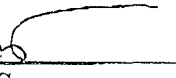
> as a federal judge because of permanent mental and psychological impairments. In correspondence with Your Honor (Chief Judge Jones), Judge Porteous stated that he believes he can no longer meet the responsibilities that fall to him as a judge, and that the reports of a psychologist and psychiatrist confirm that every day he sits on the bench is a disservice to his fellow judges, to the parties who appear before him, and to the people of this country who put their trust in the judiciary.

Based on the above-stated concerns and in accordance with the Code of Conduct for United States Judges, it appears that it is incumbent upon Judge Porteous to inform all litigants before him that he has been advised by a team of respected psychiatrists and his psychotherapist that he is unfit to perform his duties and responsibilities as a federal judge. It seems clear from the medical reports that this should be considered immediately, as Judge Porteous has been ordered back to the Bench by the Chief Judge. I must re-urge the Chief Judge to certify that Judge Porteous is incapable of performing the duties expected of him as a jurist on the Federal Bench of the Eastern District of Louisiana.

The only exhibits which I intend to submit at the hearing scheduled for the end of September are any letters requesting that the Chief Judge certify Judge Porteous for a medical disability retirement and the letters submitted by his mental health experts supporting these requests. In the event that there is an objection to authenticity, please notify me immediately so I can arrange to have subpoenas issued. I intend to call no witnesses on behalf of Judge Porteous.

In my letter to you dated August 9, 2007, I raised certain objections to the sufficiency of the Complaint. I certainly do not waive any prior objections to the Complaint which we feel should have led to dismissal.

Sincerely,



MICHAEL H. ELLIS
FOR THE FIRM

MHE/ccm
Enclosures

cc: The Honorable G. Thomas Porteous, Jr. (without enclosures) (sent via fax)

TAB 12

UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

CHAMBERS OF
EDITH H. JONES
CHIEF JUDGE

12505 U.S. Courthouse
515 Rusk Avenue
Houston, TX 77002
Telephone (713) 250-5484

August 29, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Re: Complaint of Judicial Misconduct

Dear Judge Porteous:

I transmit to you a copy of a judicial misconduct complaint identified by me *nunc pro tunc* to May 18, 2007 pursuant to Rule 2(J)of the Fifth Circuit *Rules Governing Complaints of Judicial Misconduct or Disability*. As you are aware, I already have appointed myself, Judge Fortunato P. Benavides, and Judge Sim Lake to a special committee to investigate this complaint and Ronald G. Woods, Esq. is serving as investigator.

Kyle Boudreau in the Circuit Executive's Office can assist you if you require further information.

Sincerely,

Edith H. Jones

Edith H. Jones

Enclosure

cc: Honorable Fortunato P. Benavides
Honorable Sim Lake
Mr. Ronald G. Woods

IN THE UNITED STATES COURT OF APPEALS
FOR THE FIFTH CIRCUIT

IN RE MATTERS INVOLVING
U.S. DISTRICT JUDGE
THOMAS G. PORTEOUS, JR.

Docket No. 07-05-351-0085

COMPLAINT OF JUDICIAL MISCONDUCT

By Edith H. Jones, Chief Judge:

Pursuant to Rule 2(J) of the Fifth Circuit Rules Governing Complaints of Judicial Misconduct or Disability, I initiate, nunc pro tunc, a complaint of judicial misconduct concerning the Honorable Thomas G. Porteous, Jr.

This complaint is based on the facts and circumstances related in the complaint filed May 18, 2007, by John C. Keeney, Deputy Assistant Attorney General, Criminal Division, of the United States Department of Justice. Mr. Keeney's complaint contains sufficient factual statements of judicial misconduct, as it rests upon sworn grand jury testimony, publicly available records of court proceedings, business documents provided to the grand jury under subpoena, and various filings and statements (some of them under penalty of perjury) by Judge Porteous himself. Although it appears to me that the May 18th complaint, thus founded upon statements made under oath or facts verified pursuant to standard

rules of evidence, complies with Rule 2(A)-(H) of this Circuit's misconduct rules, I exercise my authority as Chief Judge "in the interest of the effective and expeditious administration of the business of the courts and on the basis of available information" to identify the matters contained in the May 18th letter as a Chief Judge-initiated misconduct complaint. Rule 2(J). Further, because the May 18th letter is detailed, self-explanatory, and already has been the subject of considerable discussion between Judge Porteous and his counsel and the investigating committee of the Fifth Circuit Judicial Council, I rely on that letter and the actions that have been taken to date to support the maintenance of this complaint.

Edith H. Jones

EDITH H. JONES, CHIEF JUDGE
FIFTH CIRCUIT COURT OF APPEALS

Date: August 28, 2007

Effective May 21, 2007

SC00791

TAB 13

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

September 14, 2007

Michael H. Ellis, Esq.
Chehardy, Sherman, Ellis, Murray, Recile,
Griffith, Stakelum & Hayes, LLP
One Galleria Boulevard, Suite 1100
Metairie, LA 70001

Via Fax # 504-833-8080

Dear Mike:

This is to confirm that I forwarded to you on Monday, September 10, 2007 the following items:

1. Judge Porteous' Financial Disclosure Reports
2. Certified copy of Judge Porteous' Bankruptcy file, 01-12363 in the Eastern District of Louisiana
3. Judge Proteous' Regions Bank loan and extensions
4. Claude Lightfoot's client file of Judge Porteous
5. Letter from Claude Lightfoot to Judge Porteous dated December 21, 2000 concerning excluding Regions Bank from list of creditors

I am also attaching for your information the following letters from Dan Petalas, Department of Justice, wherein Mr. Petalas provides an inventory of items he is providing to the Special Committee:

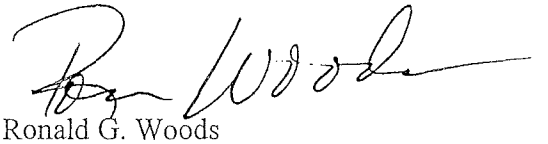
1. June 5, 2007
2. June 21, 2007
3. July 6, 2007
4. July 20, 2007
5. August 8, 2007

The items comprise nine banker's boxes of documents and you may arrange a mutually convenient time to review those documents in my office. You will be responsible for arranging copying of any documents you request.

As to the grand jury transcripts and FBI 302's, we will provide copies of these for any witness we intend to call prior to their testimony and in sufficient time for your review.

The Special Committee has advised that it will follow the Southern District of Texas' Local Rule CrLR55.2 concerning admissibility of exhibits. I am enclosing a copy of this Local Rule for your information.

Yours very truly,



Ronald G. Woods

RGW:bjs

cc: Larry Finder

Attachments

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

June 5, 2007

RECEIVED
JUN 06 2007
By

The Honorable Edith H. Jones
Chief Judge
United States Court of Appeals for the Fifth Circuit
515 Rusk Avenue, Room 12505
Houston, TX 77002-2655

Re: Investigation of the Special Committee Into Complaint of Judicial Misconduct Concerning the Honorable G. Thomas Porteous, Jr.

Your Honor:

The Department is in receipt of your correspondence of May 30, 2007, requesting records on behalf of the Special Committee pursuant to Rule 2(D) of the Fifth Circuit Rules Governing Complaints of Judicial Misconduct or Disability.

Pursuant to your instructions, with this letter the Department is making its initial submission of responsive records. The Department will continue to produce records on an expedited basis as they are compiled or otherwise become available.

The enclosed records consist of the following:

1. Transcripts of all grand jury testimony obtained by the federal grand jury sitting in the Eastern District of Louisiana, which is subject to the Order of the District Court obtained pursuant to Fed. R. Crim. P. 6(e)(3)(E)(I) (double-wrapped);

2. All documents from the bankruptcy case involving Judge Gabriel T. Porteous and Carmella A. Porteous, case number 01-12363 in the Eastern District of Louisiana, filed March 28, 2001;

3. Financial disclosure reports filed by Judge Porteous with the Administrative Office of the U.S. Courts for years 1995, 1996, and 1998 through 2006;

4. All documents produced through counsel by Claude C. Lightfoot, Jr., Esq., in response to a grand jury subpoena duces tecum and the June 21, 2004 Order of the District Court for the Eastern District of Louisiana (labeled CL 0001 to CL 0183);

5. Relevant Region's Bank loan records regarding a single-payment loan obtained by Judge Porteous;

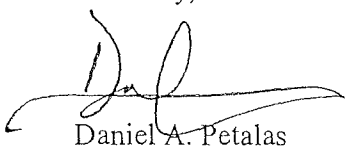
6. Letter from Claude C. Lightfoot, Jr. to Judge Gabriel and Carmella Porteous, dated December 21, 2000, with attachment;

7. Pleadings filed regarding motion to recuse Judge Porteous, and Order denying motion, in Lifemark Hospitals of Louisiana, Inc. v. Liljeberg Enters., Inc.; and

8. Letter from Judge Porteous to the Honorable Edith M. Jones, dated May 17, 2006, and letter from Judge Porteous to the Honorable John G. Roberts, dated Feb. 7, 2007.

Thank you for your attention to this matter. As noted, the Department will be producing additional materials to the Special Committee in the near future. As always, should you have any questions or concerns, please feel free to contact me at any time.

Sincerely,



Daniel A. Petalas
Trial Attorney
Public Integrity Section

Enclosures

SC00896

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

June 21, 2007

The Honorable Edith H. Jones
Chief Judge
United States Court of Appeals for the Fifth Circuit
515 Rusk Avenue, Room 12505
Houston, TX 77002-2655

Re: Investigation of the Special Committee Into Complaint of Judicial Misconduct Concerning the Honorable G. Thomas Porteous, Jr.

Your Honor:

With this correspondence the Department continues its production of documents and records responsive to the May 30, 2007 request of the Special Committee.

The enclosed materials consist of:

1. gaming records obtained from hotels and casinos pursuant to federal grand jury subpoenas;

2. orders issued pursuant to 18 U.S.C. §§ 6002-6003, and letter agreement providing use and derivative use immunity coextensive with 18 U.S.C. §§ 6002-6003;

3. documents reflecting gambling winnings and losses of Judge Porteous one year prior to bankruptcy filing;

4. documents reflecting preferred payment of Fleet Credit Card balance through Rhonda Danos;

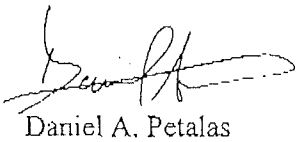
5. documents reflecting preferred payment of Grand Casino markers;

6. documents reflecting concealed year 2000 tax refund and Carmella Porteous income; and

7. documents reflecting concealed Fidelity Homestead bank account and Bank One and Fidelity Homestead account balances.

The Department will continue to produce additional materials to the Special Committee as they become available. Thank you for your attention to this matter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Daniel A. Petalas
Trial Attorney
Public Integrity Section

Enclosures

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

July 6, 2007

The Honorable Edith H. Jones
Chief Judge
United States Court of Appeals for the Fifth Circuit
515 Rusk Avenue, Room 12505
Houston, TX 77002-2655

Re: Investigation of the Special Committee Into Complaint of Judicial Misconduct Concerning the Honorable G. Thomas Porteous, Jr.

Your Honor:

The Department is providing additional records responsive to the May 30, 2007 request of the Special Committee.

The financial and business records of the persons and entities involved in this matter are voluminous. To assist the Committee in identifying particularly relevant records, I have enclosed several schedules that identify the specific records that support certain allegations in the Department's May 2007 Complaint. The bulk records to which the schedules refer will follow under separate cover.

The following materials are enclosed:

1. schedule of the credit card accounts of Judge Porteous identifying approximately $66,000 in gaming charges between June 1995 and July 2000;

2. schedule of the personal bank accounts of Judge Porteous identifying approximately $27,000 in checks and ATM withdrawals at casinos between January 1996 and May 2000;

3. schedule of the personal bank accounts of Judge Porteous identifying approximately $80,000 in cash deposits between 1998 and 2000;

4. schedule of the personal bank account of Rhonda Danos identifying approximately $41,000 in disbursements for bills of Judge Porteous between 1999 and 2000;

5. schedule of the personal bank account of Rhonda Danos identifying approximately $32,500 in reimbursements from Judge Porteous between 1999 and 2000, and an additional $1,600 in reimbursements between 2001 and 2003;

6. schedule of the personal bank account of Rhonda Danos identifying approximately $60,000 in cash deposits between 1999 and 2000.

7. grand jury exhibits 1 to 13, testimony of Claude C. Lightfoot, Esq., Aug. 19, 2004, Sept. 9, 2004, and Nov. 4, 2004;

8. grand jury exhibit JM-1, testimony of Joseph N. Mole, May 5, 2006;

9. April 10, 2001 letter from Claude C. Lightfoot, Esq., to Judge Gabriel and Carmella Porteous relating to filing of amended petition with corrected names and address;

10. United States Postal Service Form dated March 20, 2001;

11. non-privileged records produced by Claude C. Lightfoot, Esq., through counsel in response to grand jury subpoena duces tecum, consisting of cover letter, bills and invoices file, pleadings file, and correspondence file;

12. letters from S.J. Beaulieu, Jr., Trustee, to Claude C. Lightfoot, Esq., dated Dec. 20, 2002 and Jan. 02, 2003, authorizing Judge Porteous to accrue certain new debts;

13. transcript of Section 341 creditor's hearing before S.J. Beaulieu, Jr., Trustee, in the matter of In re Gabriel T. Porteous, Jr. and Carmella A. Porteous, Case No. 01-12363, held May 9, 2001;

14. handout provided to Judge Porteous by S.J. Beaulieu, Jr., Trustee concerning debtor's rights and responsibilities;

15. FBI-302 of S.J. Beaulieu, Jr., concerning interview on Jan. 22, 2004;

16. FBI-302 of S.J. Beaulieu, Jr., concerning telephone interview on Mar. 3, 2004;

17. letter from Michael F. Adoue, Staff Attorney for S.J. Beaulieu, Jr., dated Apr. 1, 2004;

18. letter from U.S. Department of Justice, Public Integrity Section, to S.J. Beaulieu, Jr., dated Apr. 13, 2004;

19. reproduction of page 9 of Mar. 13, 2006 grand jury transcript of Warren Forstall;

20. reproduction of page 54 of Apr. 22, 2004 grand jury transcript of Ronald Bodenheimer;

21. additional records produced through counsel by Claude C. Lightfoot, Esq., following litigation over claim of privilege, in response to grand jury subpoena duces tecum, consisting of pages marked CL0002-CL0032; and

22. American Express credit card records of Robert Creely and Jacob Amato, produced in response to a grand jury subpoena duces tecum.

The Department will continue to produce additional materials to the Special Committee as they become available. Thank you for your attention to this matter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,

Daniel A. Petalas
Trial Attorney
Public Integrity Section

Enclosures

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

July 20, 2007

Mr. Ron Woods, Esq.
Counsel for the Special Committee,
United States Court of Appeals for the Fifth Circuit
5300 Memorial, Suite 1000
Houston, TX 77007

Re: Investigation of the Special Committee Into Complaint of Judicial Misconduct Concerning the Honorable G. Thomas Porteous, Jr.

Dear Mr. Woods:

The Department is providing additional records responsive to the May 30, 2007 request of the Special Committee.

The following materials are enclosed:

1. FBI 302 of Rhonda Danos, interviewed Dec. 8, 2003;

2. FBI 302s of Assistant U.S. Trustees Sandra Rasnac, interviewed Nov. 21, 2003, and Diana Rachal, interviewed Oct. 2 and 3, 2003;

3. FBI 302s of Leonard Levenson, Esq., interviewed Dec. 17, 2003, and Joseph Mole, Esq., interviewed June 29, 2004;

4. FBI 302s of Regions Bank officers and employees;

5. documents produced by Joseph Mole, Esq., pursuant to subpoena duces tecum;

6. documents produced by Don Gardner, Esq., pursuant to subpoena duces tecum;

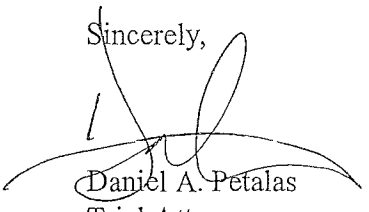
7. documents produced by Warren "Chip" Forstall, Esq., pursuant to subpoena duces tecum;

8. grand jury exhibits A, B, and 1 to 39, testimony of Rhonda Danos, Aug. 18, 2006; and

9. records voluntarily provided by Assistant U.S. Trustee S.J. Beaulieu, Jr. regarding bankruptcy filing of Judge and Mrs. G. Thomas Porteous, Jr.

The Department will continue to produce additional materials to the Special Committee as they become available. Thank you for your attention to this matter. Should you have any questions or concerns, please feel free to contact me.

Sincerely,



Daniel A. Petalas
Trial Attorney
Public Integrity Section

Enclosures

U.S. Department of Justice

Criminal Division

Washington, D.C. 20530

August 8, 2007

Mr. Ron Woods, Esq.
Counsel for the Special Committee,
United States Court of Appeals for the Fifth Circuit
5300 Memorial, Suite 1000
Houston, TX 77007

Re: Investigation of the Special Committee Into Complaint of Judicial Misconduct Concerning the Honorable G. Thomas Porteous, Jr.

Dear Mr. Woods:

The Department is providing additional records responsive to the May 30, 2007 request of the Special Committee.

We are producing six boxes of records, consisting of the following materials:

1. Subpoena log for the criminal investigation of Judge G.T. Porteous, Jr;

2. Records received from Bank One Services regarding G.T. Porteous, Jr. and Carmella Porteous in response to Grand Jury Subpoenas nos. 28, 63, 96, and 120;

3. Records received from Hibernia National Bank regarding Rhonda Danos in response to Grand Jury Subpoenas nos. 29 and 97;

4. Records received from Fidelity Homestead Association regarding G.T. Porteous, Jr. and Carmella Porteous in response to Grand Jury Subpoenas nos. 43, 77, 98, and 119;

5. Records received from Fleet Credit Card Services regarding G.T. Porteous, Jr. and Carmella Porteous in response to Grand Jury Subpoenas nos. 75 and 100;

6. Records received from Capitol One Bank regarding G.T. Porteous, Jr. and Carmella Porteous in response to Grand Jury Subpoenas nos. 90, and 107-111; and

7. Records received from Caesar's Palace regarding G.T. Porteous, Jr. in response to Grand Jury Subpoena no. 1.

Although we have in our possession additional financial and business records obtained during the criminal investigation of Judge Porteous, because they are voluminous, we do not presently intend to produce them to the Committee absent a request for particular items.

Please feel free to contact me if you have any questions or further requests for records.

Sincerely,

Daniel A. Petalas
Trial Attorney
Public Integrity Section

Enclosures

CrLR32.9. **Effect.** Except for objections in the addendum, the Court may accept the final report as accurate. Absent a clear demonstration of good cause, no party shall be allowed at the time of sentencing to present other objections.

CrLR32.10. **Sentencing Date.** Unless waived by the defendant, the sentencing date shall be at least 7 days after the final report is delivered to the Court.

CrLR32.11. **Limitation.** This rule does not require disclosure of portions of the report not disclosable under Federal Rule of Criminal Procedure 32. The probation officer's recommendation on the sentence shall not be disclosed unless so ordered by the sentencing judge.

CrLR46. **BOND PROCEDURE**

CrLR46.1. **Sureties and Non-Assignability of Receipts.** No employee of the United States Courts or of the United States Marshal's Service will be accepted as surety on any bond or undertaking in any proceeding. A clerk's receipt or the claim for the refund of a deposit is not assignable.

CrLR46.2. **Return of Criminal Bond Deposits.** When a depositor is entitled to a refund of the deposit, the clerk will submit the request for the refund to the United States Attorney who will certify that the defendant has met the obligations of the bond fully and that the United States Attorney consents to the return.

CrLR49. **FILING REQUIREMENTS**

The provisions of LR5 with respect to electronic filing and service in civil cases are applicable to criminal cases.
(Amended by General Order No. 2005-7, effective April 6, 2005).

CrLR55. **RECORDS**

CrLR55.1. **Withdrawal of Instruments.** No filed instrument shall be removed from the clerk's custody without an order.

CrLR55.2. **Exhibits at Criminal Trials.**

A. ***Authentication of Exhibits.*** A party requiring authentication of an exhibit must notify the offering party in writing within five days after the exhibit is listed and made available. Failure to object in advance of the trial in writing concedes authenticity.

B. ***Objections to Exhibits.*** Objections to admissibility of exhibits must be made at least three business days before trial by notifying the Court in writing of the disputes, with copies of the disputed exhibit and authority.

C. *Disposition of Exhibits.*

(1) Exhibits that are not easily stored in a file folder (like posters, parts, or models) must be withdrawn within two business days after the completion of the trial and reduced reproductions or photographs substituted.

(2) If there is no appeal, exhibits will be removed by the offering party within thirty days after disposition of the case. When there is an appeal, exhibits returned by the court of appeals will be removed by the offering party within ten days after written notice from the clerk. Exhibits not removed will be disposed of by the clerk, and the expenses incurred will be taxed against the offering party.

CrLR57. MISCELLANEOUS

CrLR57.1 **Magistrate Judges.** The magistrate judges of this District are authorized to perform all of the duties allowed by law, including the provisions of 28 U.S.C. § 636, General Order No. 2001-6, and General Order 91-26. These local rules apply to proceedings before a magistrate judge. (Amended by General Order 2001-9, effective 06/25/01).

CrLR57.2. **Courtroom Behavior.** Traditional, formal courtroom etiquette is required of all who appear in court as specified in Appendix C.

CrLR58. PROCEDURE FOR MISDEMEANORS AND OTHER PETTY OFFENSES

CrLR58.1. Forfeiture of Collateral in Lieu of Appearance

A. A person or organization charged with a misdemeanor or a petty offense as defined in Title 18, United States Code, Section 19, for which there is a published schedule providing for forfeiture of collateral may, in lieu of appearance, post collateral in the amount indicated for the offense, waive appearance before the United States District or Magistrate Judge, and consent to forfeiture of collateral.

B. The Court has adopted forfeiture schedules and may from time to time modify and change these schedules by general order of the court without notice or comment.

C. If a person or organization charged with an offense under Section A of this Rule fails to post and forfeit collateral, any punishment, including fine, imprisonment, or probation, may be imposed within the limits established by law upon conviction by plea or after trial.

D. A person or organization charged with a misdemeanor or petty offense for which there is not a published schedule providing for forfeiture of collateral must appear before a United States District or Magistrate Judge.

TAB 14

CHEHARDY, SHERMAN, ELLIS, MURRAY, RECILE,
GRIFFITH, STAKELUM & HAYES, LLP
ATTORNEYS AT LAW

MICHAEL H. ELLIS
Direct Dial: (504) 830-4120
mhe@chehardy.com

SUITE 1100
ONE GALLERIA BOULEVARD
METAIRIE, LOUISIANA 70001
TELEPHONE: (504) 833-5600
FAX: (504) 833-8080

MAILING ADDRESS: POST OFFICE BOX 931
METAIRIE, LOUISIANA 70004-0931

September 26, 2007

Ronald G. Woods, Esq.
Attorney at Law
5300 Memorial
Suite 1000
Houston, TX 77007

Re: The Honorable G. Thomas Porteous, Jr.
Our File: 30724.000

Dear Mr. Woods:

Pursuant to our last telephone conversation, you have agreed to forward the results of the IME of Judge Porteous, scheduled to be taken in October, as soon as they are received by you.

Thanking you in advance for your co-operation and with kindest regards, I remain

Very truly yours,

MICHAEL H. ELLIS
FOR THE FIRM

MHE/ccm

TAB 15

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 8, 2007

Michael H. Ellis, Esq.
Chehardy, Sherman, Ellis, Murray, Recile,
Griffith, Stakelum & Hayes, LLP
One Galleria Boulevard, Suite 1100
Metairie, LA 70001

Via Fax # 504-833-8080
Via FedEx

Dear Mike:

As you know, the hearing before the Special Committee of the Fifth Circuit Court of Appeals concerning your client, Judge G. Thomas Porteous, is set for October 29, 2007.

As we have previously mentioned, numerous witnesses whose names are mentioned in the Complaint will be called to testify. Among those who will be testifying are Jacob Amato, Robert Creely, Claude Lightfoot, Jr and Joseph Mole. I am providing the following prior statements of these witnesses for your preparation and use in cross examination:

1. Grand jury testimony of Jacob Amato on May 5, 2006
2. Grand jury testimony of Robert Creely on March 17, 2006
3. FBI 302 of an interview of Robert Creely on December 8, 2003
4. Grand jury testimony of Claude Lightfoot, Jr on August 19, 2004, September 9, 2004 and November 4, 2004
5. Grand jury testimony of Joseph Mole on May 5, 2006
6. FBI 302 of an interview of Joseph Mole on June 29, 2004

I will be providing other witnesses' prior statements as the hearing approaches. I again want to repeat the offer I made in my letter of September 14, 2007. The Department of Justice has produced nine boxes of documents to the Special Committee that it gathered in the grand jury investigation of your client. You may review those documents by arranging a mutually convenient time in Houston.

Yours very truly,

Ronald G. Woods

cc: Ralph Capitelli, counsel for Jacob Amato and Robert Creely
Pat Fanning, counsel for Joseph Mole
Jerome Winsberg, counsel for Claude Lightfoot, Jr

Enclosures

TAB 16

CHEHARDY, SHERMAN, ELLIS, MURRAY, RECILE,
GRIFFITH, STAKELUM & HAYES, LLP
ATTORNEYS AT LAW

MICHAEL H. ELLIS
Direct Dial: (504) 830-4120
mhe@chehardy.com

SUITE 1100
ONE GALLERIA BOULEVARD
METAIRIE, LOUISIANA 70001
TELEPHONE: (504) 833-5600
FAX: (504) 833-8080

MAILING ADDRESS: POST OFFICE BOX 931
METAIRIE, LOUISIANA 70004-0931

October 16, 2007

Ronald G. Woods, Esq.
Lawrence D. Finder, Esq.
Attorneys at Law
5300 Memorial
Suite 1000
Houston, TX 77007

SENT VIA FAX (713)864-8738

Re: The Honorable G. Thomas Porteous, Jr.
Our File: 30724.000

Gentlemen:

Yesterday, I had a very lengthy discussion with my client, Judge Porteous, in which we reviewed the proposal you submitted to him, as well as other aspects of this inquiry. After considering those things discussed in our meeting, I feel compelled to withdraw as counsel for Judge Porteous in this matter. He and I are at an impasse with respect to the future course of my representation, which causes me to take this action. In that regard, I am writing a letter to the judge advising him of my withdrawal. I have enclosed a copy for you and ask that you forward this on to the Fifth Circuit Committee.

Because of the attorney-client privilege, I am unable to discuss the particulars of the conflict but, as an officer of the court, I can assure you that my actions are neither specious or in any way meant to cause a delay in this case. I have informed Judge Porteous that he must be prepared to go forward with the hearing on October 29th.

Very truly yours,

MICHAEL H. ELLIS
FOR THE FIRM

MHE/ccm
Enclosure

cc: The Honorable G. Thomas Porteous, Jr.

TAB 17

CHEHARDY, SHERMAN, ELLIS, MURRAY, RECILE,
GRIFFITH, STAKELUM & HAYES, LLP
ATTORNEYS AT LAW

MICHAEL H. ELLIS
Direct Dial: (504) 830-4120
mhe@chehardy.com

SUITE 1100
ONE GALLERIA BOULEVARD
METAIRIE, LOUISIANA 70001
TELEPHONE: (504) 833-5600
FAX: (504) 833-8080

MAILING ADDRESS: POST OFFICE BOX 931
METAIRIE, LOUISIANA 70004-0931

October 16, 2007

The Honorable G. Thomas Porteous, Jr.
Judge, Section T
United States District Court
500 Poydras Street
New Orleans, LA 70130

Re: Our File: 30724.000

Dear Tom:

We have been friends for a number of years, and I agreed to assist you as best as I could in the matter presently pending before the Fifth Circuit. After our lengthy conversation yesterday, it is glaringly apparent that we have irreconcilable differences regarding my representation of you in this matter. Friends can disagree, but it is my professional opinion that I can no longer properly represent you under these circumstances. I certainly cannot get into any details in this letter because of the attorney-client privilege, but you and I both know the issues which have brought about my decision. Consequently, I am compelled to advise you that I am withdrawing my representation of you in this matter.

As I have explained to you in the past, the Court intends to go forward with the hearing presently scheduled for October 29, 2007. I will gladly turn over to you any documents which are in my possession for this purpose.

With best regards, I am

Sincerely,

MICHAEL H. ELLIS
FOR THE FIRM

MHE/ccm

cc: Ronald G. Woods, Esq.
Lawrence D. Finder, Esq.

TAB 18

United States District Court
Eastern District of Louisiana
500 Poydras Street
New Orleans, Louisiana 70130

Chambers of
G. Thomas Porteous, Jr.
U.S. District Judge

October 18, 2007

Ronald G. Woods
Attorney at Law
5300 Memorial, Ste. 1000
Houston, Texas 77007

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

Dear Mr. Woods:

Receipt of your fax of today's date is hereby acknowledged.

Mr. Ellis' withdrawal came as a complete surprise and I assure you was not done by me with any intent to cause a delay.

However, with my hearing set for slightly over one week from today's date, I now find myself in a difficult, if not impossible, position. Accordingly, I am hereby requesting a final continuance of this matter for ninety days in order to allow me time to obtain new counsel and prepare a defense.

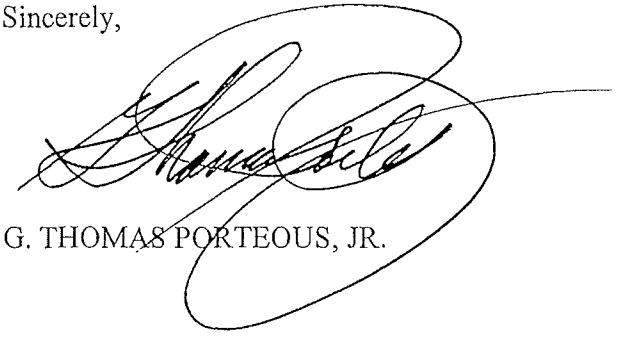
Given the fact that the United States government has had four years to investigate and gather information, I do not feel my request is unreasonable. Additionally, you have full and complete access to the Department of Justice files and unlimited resources available to you. I, on the contrary, have been forced to obtain counsel at my expense to defend the original threat of indictment and now am required to fund additional expenses for this complaint.

I assure you and the committee that if this request is granted, no additional request will be made. The ends of justice are, therefore, best achieved by this continuance.

My e-mail address is: Thomas_Porteous@laed.uscourts.gov

If a conference with you and the committee would be helpful, please advise.

Sincerely,



G. THOMAS PORTEOUS, JR.

GTPjr/rd

From the Chambers of
JUDGE G. THOMAS PORTEOUS, JR.
500 Poydras Street, Room C-206
New Orleans, Louisiana 70130
Telephone No. (504) 589-7585
Fax No. (504) 589-2444

TO: Ronald G. Woods, Atty.

FAX: (713) 864-8738

RE: U. S. District Judge G. Thomas Porteous, Jr., Docket #07-05-351-0085

PAGES: Three (3) including cover sheet

Enclosed please find correspondence relative to the above referenced matter.

TAB 19

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 19, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Via Fax (504) 589-2444

Dear Judge Porteous:

The Special Committee has received and considered your most recent request for a continuance and has decided to proceed with the hearing on October 29, 2007.

You received the Complaint on May 24, 2007, and were notified that a Special Committee had been appointed. On June 25, 2007, you were notified that the Special Committee would conduct a hearing beginning on August 27, 2007. On July 5, 2007, you informed the Special Committee that Kyle Schonekas was withdrawing as your counsel and asked for a continuance of the hearing. On July 10, 2007, the Special Committee granted this request and rescheduled the hearing from August 27-29, 2007, to September 26-28, 2007. On September 11, 2007, the hearing was rescheduled to October 29, 2007, so that you could received an independent medical evaluation based upon your claim of disability.

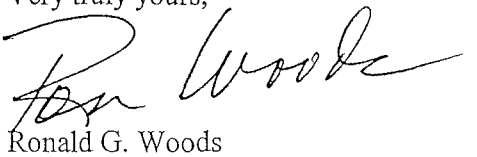
After Mike Ellis notified the Special Committee on August 2, 2007, that he was your new counsel, we provided him documents and witness statements and offered several times to allow him to review all of the documents in Houston. (See letters of September 14 and October 8, 2007.) Mr. Ellis advised us that he would not present any witnesses at the hearing, and that the only documents he would present were your medical records. (See Ellis letter of August 16, 2007.)

You should be familiar with the allegations in the Complaint since you and your attorney dealt with them during the criminal investigation over a several-year period. You have had the detailed Complaint for five months and are certainly familiar with your own bankruptcy proceeding, financial disclosure forms, federal income tax returns, and what your friends have said about giving you money, as detailed in the Complaint and in the witness statements we have previously provided.

After our meeting with Mr. Ellis on October 9, 2007, it was our understanding that you had decided to resign subject to a brief delay until November 30, 2007, and a request that the Special Committee not refer you to the Louisiana State Bar. The Special Committee agreed to recommend those terms to the Fifth Circuit Judicial Council, and we drafted a Memorandum of Understanding incorporating the terms agreed to by Mr. Ellis. We were then informed that Mr. Ellis has withdrawn as your counsel.

The Special Committee believes that you have had ample opportunity to prepare for the October 29, 2007, hearing. Accordingly, your request for yet another continuance is denied.

Very truly yours,



Ronald G. Woods

TAB 20

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 19, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Via Fax (504) 589-2444

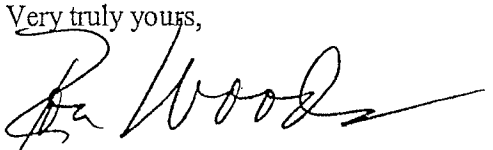
Dear Judge Porteous:

This is to confirm that we have previously provided your counsel with the following items:

1. Dr. Gabbard's report of October 10, 2007
2. Judge Porteous Financial Disclosure Forms
3. Certified copy of Judge Porteous' Bankruptcy file, 01-12363 in the Eastern District of Louisiana.
4. Judge Porteous' Regions Bank loans and extensions
5. Claude Lightfoot's client file of Judge Porteous
6. Letter from Claude Lightfoot to Judge Porteous dated December 21, 2000 concerning excluding Regions Bank from list of creditors
7. Grand Jury testimony of Jacob Amato on May 5, 2006
8. Grand Jury testimony of Robert Creely on March 17, 2006
9. FBI 302 of an interview of Robert Creely on December 8, 2003
10. Grand Jury testimony of Claude Lightfoot, Jr. on August 19, 2004, September 9, 2004 and November 4, 2004
11. Grand Jury testimony of Joseph Mole on May 5, 2006
12. FBI 302 of an interview of Joseph Mole on June 29, 2004

Please be advised we will be offering into evidence at the hearing the above listed items. We will be providing you additional documents and witness statements today.

Very truly yours,



Ronald G. Woods

TAB 21

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 19, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Via Fax (504) 589-2444

Dear Judge Porteous:

This is to confirm that we have previously provided your counsel with the following items:

1. Dr. Gabbard's report of October 10, 2007
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3. Certified copy of Judge Porteous' Bankruptcy file, 01-12363 in the Eastern District of Louisiana.
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10. Grand Jury testimony of Claude Lightfoot, Jr. on August 19, 2004, September 9, 2004 and November 4, 2004
11. Grand Jury testimony of Joseph Mole on May 5, 2006
12. FBI 302 of an interview of Joseph Mole on June 29, 2004

Please be advised we will be offering into evidence at the hearing the above listed items. We will be providing you additional documents and witness statements today.

Very truly yours,

Ronald G. Woods

TAB 22

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 19, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Via Fax (504) 589-2444

Dear Judge Porteous:

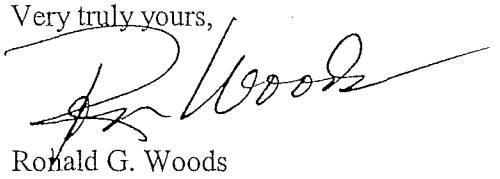
This is to confirm that I have forwarded the below listed items as attachments to emails to Thomas_Porteous@laed.uscourts.gov:

1. Grand jury testimony of Rhonda Danos of March 31, 2006 and August 18, 2006
2. Rhonda Danos grand jury exhibits
3. Warren Forstall grand jury testimony of March 17, 2006
4. Forstall grand jury exhibits
5. Don Gardner grand jury testimony as March 31, 2006
6. Don Gardner grand jury exhibits
7. Leonard Levenson grand jury testimony of April 7, 2006
8. Chapter 13 trustee S.J. Beaulieu's file on Porteous bankruptcy
9. S.J. Beaulieu's pamphlet, letters, FBI 302's of interviews of Beaulieu
10. Crime fraud orders issued in connection with Claude Lightfoot's testimony concerning his representation of Porteous
11. Jacob Amato grand jury exhibits
12. Code of Conduct of United States Judges
13. Certified copies of pleadings in Liljeberg case
14. Porteous credit application at Harrah's 4/30/01
15. Fleet credit card records (March - August 2001)
16. Transcript of May 9, 2001 341 hearing
17. Porteous post office box application 3/20/01
18. Porteous 2000 tax return re: refund
19. Porteous bank account statements re: refund receipt
20. Carmella Porteous W-2 forms for 2000 and 2001
21. Porteous bank account statement March - April 2001
22. Porteous bank account statements at Fidelity Homestead Association for March and April 2001

23. Fleet credit card statement reflecting preferred payment of $1,088.41 on March 23, 2001
24. Grand Casino records and bank statements reflecting preferred payment of $2,000 on April 4, 2001
25. Casino records reflecting Porteous' gambling losses for year prior to filing bankruptcy on March 28, 2001
26. Claude Lightfoot file, pages 1-31, on client Porteous' bankruptcy

Please be advised that we will be offering the above items into evidence at the hearing scheduled October 29, 2007 in New Orleans.

Very truly yours,



Ronald G. Woods

MEMORY TRANSMISSION REPORT

TIME : OCT-19-2007 04:03PM
TEL NUMBER : 7138618738
NAME : HINTON BAILEY BOND

FILE NUMBER	:	853
DATE	:	OCT-19 04:02PM
TO	:	15045892444
DOCUMENT PAGES	:	003
START TIME	:	OCT-19 04:02PM
END TIME	:	OCT-19 04:03PM
SENT PAGES	:	003
STATUS	:	OK

FILE NUMBER : 853 *** SUCCESSFUL TX NOTICE ***

RONALD G. WOODS
Attorney at Law
5300 Memorial, Suite 1000
Houston, Texas 77007

(713) 862-9600
Facsimile: (713) 864-8738

DATE: October 19, 2007

TO: Honorable G. Thomas Porteous, Jr.
504-589-2444

FROM: Ronald G. Woods

NUMBER OF PAGES: COVER & 2

COMMENTS:

Unless otherwise indicated or obvious from the nature of the transmittal, the information contained in this facsimile message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via U.S. Postal Service at our expense. Thank you

TAB 23

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 24, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Via Fax (504) 589-2444

Dear Judge Porteous:

This is to confirm that we provided the following documents to your chambers on October 22 and 23, 2007:

1. Activity history of Carmella Porteous' Fleet Credit Card history (January 2001 - June 2003) (4 pages)
2. Activity history of Carmella Porteous' Fleet Credit Card history (sorted by type of charge) (4 pages)
3. Rhonda Danos: 1999 Deposits, Expenditures and Taxes (6 pages)
4. Rhonda Danos: 2000 Deposits, Expenditures and Taxes (4 pages)
5. G.T. Porteous: 2001 Bankruptcy Income versus Income reported in petition (52 pages)
6. G.T. Porteous: 2002 Post Bankruptcy Income versus Income reported in Petition (111 pages)
7. Docket control report for Liljeberg case, Cause # 2:93-CV-01794-GTP (52 pages)
8. G.T. Porteous: Gaming Expenses/Charges on Credit Card (4 pages)
9. G.T. Porteous: Markers 2000, 2001 and half of 2002 (2 pages)
10. G.T. Porteous net gambling wins (losses) by year and casino 2000, 2001 and half of 2002 (3 pages)
11. FBI 302's of Edward F. Butler dated 2/25/04 (2 pages) and 12/16/04 (2 pages)

Yours very truly,

Ronald G. Woods

Receipt

1. Activity History of Fleet Credit Card - Carmella Porteous - 4 pages (January 2001 - June 2003)
2. Activity History of Fleet Credit Card - Carmella Porteous - 4 pages (Sorted by Type of Charge)
3. Rhonda Danos: 1999 Deposits, Expenditures & Taxes - 6 pages
~~4. Rhonda Danos: 2000~~
4. Rhonda Danos: 2000 Deposits Expenditures and Taxes - 4 pages
5. G T Porteous: 2001 Bankruptcy Income versus Income Reported in Petition - 52 pages
6. G.T. Porteous: 2002 Post Bankruptcy Income Versus Income Reported in Petition - 111 pages

Rhonda Danos — 10/22/07

Received — Date

SC00951

Receipt

1. Docket control ~~order~~ report for:
In re: Liljeberg Ent. Inc, et al
Cause # 2:93-cv-01799-GTP (52 pages)

2. G.T. Porteous: Gaming Expenses / Charges on Credit Card (4 pages)

3. Gabriel Thomas Porteous, Jr. Markers 2000, 2001 and half of 2002 (2 pages)

4. Gabriel Thomas Porteous, Jr. Net Gambling Wins / (Losses) by Year and Casino 2000, 2001 and half of 2002 (3 pages)

5. FBI 302's of Edward F. Butler – 02/25/04 (2 pages) and 12/16/04 (2 pages)

NAME

10/23/07
DATE

SC00952

MEMORY TRANSMISSION REPORT

TIME : OCT-24-2007 11:58AM
TEL NUMBER : 7138648738
NAME : HINTON BAILEY BOND

FILE NUMBER	:	946
DATE	:	OCT-24 11:57AM
TO	:	15045892444
DOCUMENT PAGES	:	004
START TIME	:	OCT-24 11:57AM
END TIME	:	OCT-24 11:58AM
SENT PAGES	:	004
STATUS	:	OK

FILE NUMBER : 946 *** SUCCESSFUL TX NOTICE ***

RONALD G. WOODS
Attorney at Law
5300 Memorial, Suite 1000
Houston, Texas 77007

(713) 862-9600
Facsimile: (713) 864-8738

DATE: October 24, 2007

ATTENTION: Honorable G. Thomas Porteous, Jr. 504-589-2444

NUMBER OF PAGES: COVER & 3

COMMENTS:

Unless otherwise indicated or obvious from the nature of the transmittal, the information contained in this facsimile message is attorney privileged and confidential information intended for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify the sender by telephone and return the original message to the above address via U.S. Postal Service at our expense. Thank you

Receipt

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Rhonda D. Danos — 10/22/07

Received — Date

SC00954

Receipt

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In re: Liljeberg Ent. Inc, et al
Cause # 2:93-cv-01799-GTP (52 pages)

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3. Gabriel Thomas Porteous, Jr. Markers 2000, 2001 and half of 2002 (2 pages)

4. Gabriel Thomas Porteous, Jr. Net Gambling Wins / (Losses) by Year and Casino 2000, 2001 and half of 2002 (3 pages)

5. FBI 302's of Edward F. Butler – 02/25/04 (2 pages) and 12/16/04 (2 pages)

NAME

10/23/07
DATE

SC00955

TAB 24

EXHIBIT D-24

RONALD G. WOODS
ATTORNEY AT LAW
5300 MEMORIAL, SUITE 1000
HOUSTON, TEXAS 77007

(713) 862-9600
FAX (713) 864-8738

October 26, 2007

Honorable G. Thomas Porteous, Jr.
Judge, U.S. District Court
Eastern District of Louisiana
U.S. Courthouse, Chambers C206
500 Poydras Street
New Orleans, LA 70130

Via Fax 504-589-2444

Dear Judge Porteous:

I am enclosing an Exhibit List of exhibits that we will use during the hearing. You have previously been provided with each exhibit. You will be provided Monday morning with another copy of each exhibit with the designated Bates Range number on each.

I am also enclosing an Underlying Document Index. As you will note, these are mainly your bank records and credit card records. Also in the index are Rhonda Danos' bank and credit card records. These documents will be in the courtroom available for your inspection. You have previously been provided summary charts summarizing these documents. You were advised of the availability of these underlying documents for your review on August 14, 2007, September 14, 2007 and October 8, 2007.

On August 14, 2007, you were provided a witness list. You have been provided with the prior statements of the witnesses.

On June 25, 2007 and July 10, 2007, you were asked to provide a list of witnesses. On August 16, 2007, your counsel advised that he intended to call no witnesses at the hearing and the only exhibits he intended to submit were the letters and medical reports requesting that Judge Porteous be certified for a medical disability retirement.

It is therefore our understanding that you do not intend to present any witnesses. Please advise before the hearing if you have witnesses to present and any prior statements of those witnesses.

Yours very truly,

Ronald G. Woods

RGW:bjs

Enclosures

EXHIBIT LIST

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
1	Porteous Bankruptcy File							SC00001-00199
2	Glen O. Gabbard, M.D. Report	10/10/07						SC00200-00211
3	Porteous Financial Disclosure Reports							SC00212-00271
4	Regions Bank Loans							SC00272-00295
5	Lightfoot Letter Re: Regions Bank	12/21/00						SC00296-00299
6	Danos Grand Jury Exhibits Hibernia Bank Accounts							SC00300-00307
7	Danos Grand Jury Exhibits Check Register							SC00308-00338
8	Danos Grand Jury Exhibits Danos Notes							SC00339-00377
9	Forstall Grand Jury Exhibits							SC00378-00387
10	Gardner Grand Jury Exhibits	03/31/06						SC00388-00398
11	Beaulieu 302 Pamphlet Letters							SC00399-00420
12	Lightfoot Crime Fraud Orders							SC00421-00427
13	Amato Exh AMEX	4/99-9/99						SC00428-00442

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
14	Amato Exh AMEX	9/99-12/99						SC00443-00449
15	Amato Exh AMEX	12/99-11/00						SC00450-00479
16	Amato Exh AMEX	12/01-05/02						SC00480-00484
17	Amato Grand Jury Exhibit – Calendar							SC00485-00535
18	Code of Conduct for U.S.Judges							SC00536-00551
19	Motion to Recuse in *Liljeberg* Case							SC00552-00584
20	Harrah's Credit Application	04/30/01						SC00585-00588
21	Fleet Credit Card Records	3/01-08/01						SC00589-00594
22	341 Hearing Transcript	05/09/01						SC00595-00598
23	PO Box Application	03/20/01						SC00599
24	2000 Tax Return Refund							SC00600-00601
25	Porteous Bank Account Re: Refund Receipt							SC00602
26	Porteous W-2's	2000 2001						SC00603-00605
27	Concealed Bank Balance							SC00606-00610
28	Concealed Bank Acct at Fidelity							SC00611-00617
29	Preferred Payment-Fleet Credit Card							SC00618-00620

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
30	Gambling Losses	03/28/00 - 03/28/01						SC00621-00641
31	Lightfoot File (Pages 1-32)							SC00642-00673
32	Ch 13 Trustee Beauieu File on Porteous Bankruptcy							SC00674-00757
33	Grand Jury Subpoena Log							SC00758-00766
34	DOJ Complaint	05/18/07						SC00767-00788
35	New Judicial Misconduct Complaint	08/28/07 Eff 05/21/07						SC00789-00791
36	Crime Fraud Order	10/19/04						SC00795-00798
37	Immunity Order-Debra Mull							SC00799-00803
38	Immunity Order-Jacob Amato, Jr.							SC00804-00808
39	Immunity Order-Robert Creely							SC00809-00813
40	Immunity Order-Rhonda Danos							SC00814-00818
41	Immunity Order-Warren Forstall, Jr.							SC00819-00823
42	Immunity Order-Donald Gardner							SC00824-00828
43	Immunity Order-Leonard Levenson							SC00829-00833
44	Immunity Order Claude Lightfoot, Jr.							SC00834-838

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
45	Immunity Order Joseph Mole							SC00839-00843
46	Porteous Immunity Order							SC00844-00848
47	Porteous Correspondence							SC00849-00955
48	Caesars Palace Records							SC00956-01085
49	Grand Gulfport Records							SC01086-01140
50	Ceasars Lake Tahoe Records							SC01141-01149
51	Beau Rivage Records							SC01150-01307
52	Harrah's Records							SC01308-01355
53	Casino Magic Records							SC01356-01394
54	Treasure Chest Records							SC01395-01551
55	Isle of Capri Casino Records							SC01552-01583
56	Grand Biloxi Records							SC01584-01592
57	Boom Town Records							SC01593-01615
58	Amato Grand Jury Testimony	05/05/06						No Bates #
59	Creely 302							No Bates #
60	Creely Grand Jury Testimony	03/17/06						No Bates #
61	Danos Grand Jury Testimony	03/31/06						No Bates #
62	Danos Grand Jury	08/18/06						No Bates #
63	Forstall Grand Jury Testimony	03/17/06						No Bates #

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
64	Gardner Grand Jury	03/31/06						No Bates #
65	Levenson Grand Jury	04/07/06						No Bates #
66	Lightfoot Grand Jury Testimony	08/19/04						No Bates #
67	Lightfoot Grand Jury Testimony	09/09/04						No Bates #
68	Lightfoot Grand Jury Testimony	11/04/04						No Bates #
69	Mole Grand Jury Testimony	05/05/06						No Bates #
70	Porteous Medical Records							SC01616-01730
71	Porteous $5000 Deposit	05/25/99						SC01731
72	Comparison 2001 Post Bankruptcy Income v. Income Reported in Petition & 2001 Actual Expenses v. Expenses in Bankruptcy	2001						SC01732-01783
73	Comparison 2002 Post Bankruptcy Income v. Income Reported in Petition & 2002 Actual Expenses v. Expenses in Bankruptcy							SC01784-01894
74	Activity History of Fleet Credit Card – Carmella Porteous (Sorted by Type of Charge)							SC01895-01898

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
75	Activity History of Fleet Credit Card – Carmella Porteous (Sorted by Month)	01/01-06/03						SC01899-01902
76	Rhonda Danos – 1999 Deposits, Expenditures & Taxes	1999						SC01903-01908
77	Rhonda Danos – 2000 Deposits, Expenditures & Taxes							SC01909-01913
78	Grand Jury Subpoena Log							SC01914-01922
79	G. Thomas Porteous Immunity Order (*DUP*)	10/05/07						SC01923-01927
80	*For Informational Purposes* Getting Started as a Federal Judge Book Judges Information Series No. 1							
81	Crime Fraud Order	06/21/04						SC00792-00794
82	Docket Sheet for In Re: *Liljeberg* No. 2:93-cv-01794-GTP							No Bates Labels
83	Lightfoot File (Pages 33-183)							No Bates Labels
84	Charges of Judicial Misconduct	10/18/07						No Bates Labels
85								

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
86								
87								
88								
89								
90								
91								
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93								
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95								
96								
97								
98								

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
99								
100								

Judge Book #80

UNDERLYING DOCUMENT INDEX

Box#	File Title:	Date	Exhibit Reference	Bates Range
	BOX 1			
File	DOJ Letter to Bookbinder	09/10/01		UL00001
File	March-April, 1999 Statement	1999		UL00002-00012
File	Bank One-Statements	11/25/1997		UL00013-00122
File	Bank One (Porteous) Checks 2001 January-June	2001		UL00123-00330
File	Bank One Deposit Items 1998 & 1999	1998 1999		UL00331-00473
File	Bank Records-Deposit Items, Copies of Checks 1997 (1of2)	1997		UL00474-01126
File	Bank Records-Deposit Items, Copies of Checks 1997 (2of2)	1997		UL01127-02256
	BOX 2			
File	Bank One-Porteous Statements, Checks, Deposit Items 1/01-6/03 (1)	2001-2003		UL02257-02803
File	Bank One-Porteous Statements, Checks, Deposit Items 1/01-6/03 (2)	2001-2003		UL02804-03190
File	Bank One Porteous Statements 2001-2003	2001-2003		UL03191-03375
File	Bank One-Mortgage Loan Info	2003		UL03376-03394
File	Bank One	2002-2003		UL03395-03798

Box#	File Title:	Date	Exhibit Reference	Bates Range
File	Bank One-Porteous, Carmella Mortgage Account & Checking Account	2002-2004		UL03799-03866
File	Bank One/JP Morgan	2006		UL03867-04176
	BOX 3			
File	Capital One Carmella Catherine Porteous Credit Card Statements	2001-2004		UL04177-04459
File	Capital One (#s 107-111)	2003-2004		UL04460-04929
File	Fidelity Homestead Association 1 of 2	1997-1999		UL04930-05214
File	Fidelity Homestead Association G.T./Carmella Porteous	1998-2000		UL05215-05638
File	Fidelity Homestead Carmella Porteous & Giardina	2003		UL05639-06053
	BOX 4			
File	Fidelity Homestead Association Porteous (#98)	2003		UL06054-06188
File	Fidelity Homestead (#119)	2004		UL06189-06321
File	Fleet Credit Card Services (#100)	2004		UL06322-06349
File	Fleet Porteous (#75)	2001-2003		UL06350-06418
File	R.D. Bank Records Hibernia Gordon & Gavin Danos (#29)	2000-2002		UL06419-06817
File	Hibernia National Bank-Danos (#29)	2001-2002		UL06844-07137
File	Caesar's Palace (#1)	2000		UL07138-07269

Box#	File Title:	Date	Exhibit Reference	Bates Range
File	Hibernia National Bank Danos Checks (#29)			UL07508-08173
	BOX 5			
File	Hibernia National Bank Danos Checks (#29)			UL08174-08913
File	Hibernia Danos 12/97-1/99	1997-1999		UL08914-09220
File	Hibernia Danos 12/97-1/99 (#29)	1997-1999		UL09221-09435
File	Hibernia National Bank-Danos Checks (#29)			UL09436-09968
File	Hibernia National Bank-Danos (#29)			UL09969-10423
	BOX 6			
File	Hibernia Bank-Rhonda Danos (#97)			UL10424-10909
File	Hibernia National Bank-Rhonda F.Danos (#97)			UL10910-11188
File	Hibernia National Bank-Rhonda Danos (statements, debit and credits) (#97)			UL11189-11769
File	New Orleans Investigation Subpoena Log (Vol. 1)			UL11770-12119
File	New Orleans Investigation Subpoena Log (Vol. 2)			UL12120-12378

TAB E

EXHIBIT LIST

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
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2	Glen O. Gabbard, M.D. Report	10/10/07						SC00200-00211
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4	Regions Bank Loans							SC00272-00295
5	Lightfoot Letter Re: Regions Bank	12/21/00						SC00296-00299
6	Danos Grand Jury Exhibits Hibernia Bank Accounts							SC00300-00307
7	Danos Grand Jury Exhibits Check Register							SC00308-00338
8	Danos Grand Jury Exhibits Danos Notes							SC00339-00377
9	Forstall Grand Jury Exhibits							SC00378-00387
10	Gardner Grand Jury Exhibits	03/31/06						SC00388-00398
11	Beaulieu 302 Pamphlet Letters							SC00399-00420
12	Lightfoot Crime Fraud Orders							SC00421-00427
13	Amato Exh AMEX	4/99-9/99						SC00428-00442

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
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18	Code of Conduct for U.S.Judges							SC00536-00551
19	Motion to Recuse in *Liljeberg* Case							SC00552-00584
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21	Fleet Credit Card Records	3/01-08/01						SC00589-00594
22	341 Hearing Transcript	05/09/01						SC00595-00598
23	PO Box Application	03/20/01						SC00599
24	2000 Tax Return Refund							SC00600-00601
25	Porteous Bank Account Re: Refund Receipt							SC00602
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27	Concealed Bank Balance							SC00606-00610
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35	New Judicial Misconduct Complaint	08/28/07 Eff 05/21/07						SC00789-00791
36	Crime Fraud Order	10/19/04						SC00795-00798
37	Immunity Order-Debra Mull							SC00799-00803
38	Immunity Order-Jacob Amato, Jr.							SC00804-00808
39	Immunity Order-Robert Creely							SC00809-00813
40	Immunity Order-Rhonda Danos							SC00814-00818
41	Immunity Order-Warren Forstall, Jr.							SC00819-00823
42	Immunity Order-Donald Gardner							SC00824-00828
43	Immunity Order-Leonard Levenson							SC00829-00833
44	Immunity Order Claude Lightfoot, Jr.							SC00834-838

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49	Grand Gulfport Records							SC01086-01140
50	Ceasars Lake Tahoe Records							SC01141-01149
51	Beau Rivage Records							SC01150-01307
52	Harrah's Records							SC01308-01355
53	Casino Magic Records							SC01356-01394
54	Treasure Chest Records							SC01395-01551
55	Isle of Capri Casino Records							SC01552-01583
56	Grand Biloxi Records							SC01584-01592
57	Boom Town Records							SC01593-01615
58	Amato Grand Jury Testimony	05/05/06						No Bates #
59	Creely 302							No Bates #
60	Creely Grand Jury Testimony	03/17/06						No Bates #
61	Danos Grand Jury Testimony	03/31/06						No Bates #
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68	Lightfoot Grand Jury Testimony	11/04/04						No Bates #
69	Mole Grand Jury Testimony	05/05/06						No Bates #
70	Porteous Medical Records							SC01616-01730
71	Porteous $5000 Deposit	05/25/99						SC01731
72	Comparison 2001 Post Bankruptcy Income v. Income Reported in Petition & 2001 Actual Expenses v. Expenses in Bankruptcy	2001						SC01732-01783
73	Comparison 2002 Post Bankruptcy Income v. Income Reported in Petition & 2002 Actual Expenses v. Expenses in Bankruptcy							SC01784-01894
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76	Rhonda Danos – 1999 Deposits, Expenditures & Taxes	1999						SC01903-01908
77	Rhonda Danos – 2000 Deposits, Expenditures & Taxes							SC01909-01913
78	Grand Jury Subpoena Log							SC01914-01922
79	G. Thomas Porteous Immunity Order (*DUP*)	10/05/07						SC01923-01927
80	*For Informational Purposes* Getting Started as a Federal Judge Book Judges Information Series No. 1							
81	Crime Fraud Order	06/21/04						SC00792-00794
82	Docket Sheet for In Re: *Liljeberg* No. 2:93-cv-01794-GTP							No Bates Labels
83	Lightfoot File (Pages 33-183)							No Bates Labels
84	Charges of Judicial Misconduct	10/18/07						No Bates Labels
85	Louisiana Code of Judicial Conduct							

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
86	Louisiana Rules of Professional Conduct	06/11/97						
87	Joseph Mole FBI Interview	07/01/04						
88	S.J. Beaulieu, Jr. FBI Interview	01/23/04						
89	Warren A. Forstall, Jr. FBI Interview	12/11/03						
90	Beau Rivage Check	04/30/01						
91	Schedule-Danos Payments for Judge Porteous 1999-2000	1999-2000						
92	Schedule-Danos Reimbursements from Judge Porteous 1999-2000	1999-2000						
93	Schedule –Danos Cash Deposits 1999-2000	1999-2000						
94	Schedule-Judge Porteous Bank Accounts Cash Deposits 1998-2000	1998-2000						
95	Schedule – Judge Porteous Bank Accounts Disbursements for Gaming 1/96-5/00	01/01/96 -05/2000						

Exh. #	Description	Date	Mark	Offer	Obj.	Admit	Witness	Bates Range
96	Schedule-Judge Porteous Gaming Expenses/Charges on Credit Card 1995-2000	1995-2000						
97								
98								
99								
100								

TAB F

Regions Bank

PROMISSORY NOTE AND DISCLOSURE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,030.00	01-27-2000	07-24-2000	[redacted]	06BO	0001	[redacted]	L14	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS,JR (SSN: [redacted]
4801 NEYREY DR
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

ANNUAL PERCENTAGE RATE The cost of my loan as a yearly rate.	FINANCE CHARGE The dollar amount the loan will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
11.005%	$269.85	$5,000.00	$5,269.85

PAYMENT SCHEDULE. My payment schedule will be one payment of $5,269.85 on July 24, 2000.

SECURITY. This loan is unsecured except for Lender's security interest and other rights in my deposit accounts. Collateral securing other loans with Lender may also secure this loan.

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

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

Amount Financed Itemization

Amount paid to me directly: $5,000.00 Lender's Check # 876972082		$5,000.00
Total Financed Prepaid Finance Charges:		$30.00
Note Principal:		$5,030.00
Prepaid Finance Charges:		$30.00
Financed: $25.00 Processing/Origination Fee $5.00 Documentation Fee	$30.00	
Amount Financed:		$5,000.00

Principal Amount: $5,030.00 Interest Rate: 9.750% Date of Note: January 27, 2000

PROMISE TO PAY. I promise to pay to the order of Regions Bank ("Lender"), the sum of Five Thousand Thirty & 00/100 Dollars (U.S. $5,030.00), together with simple interest at the rate of 9.750% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on January 27, 2000 and continuing until this Note is paid in full.

PAYMENT. I will pay this loan in one principal payment of $5,030.00 plus accrued interest on July 24, 2000. This payment due July 24, 2000, will be for all principal and accrued interest not yet paid. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If I prepay this Note in full, or if Lender accelerates payment, I understand that, unless otherwise required by law, any prepaid loan finance charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Unless otherwise agreed to in writing, early payments under this Note will not relieve me of my obligation to continue to make regularly scheduled payments under the above payment schedule. Early payments will instead reduce the principal balance due under this Note.

LATE CHARGE. If I fail to pay any payment under this Note in full within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of interest then due and owing under this Note; or U.S. $15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of maturity of this Note.

DEFAULT AND ACCELERATION. Lender has the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note upon any one or more of the following events of default: (a) should I fail to make any payment under this Note when due; (b) should a default occur or exist under any security agreement directly or indirectly securing this Note; (c) should I default under any other loan or obligation in favor of Lender; (d) should I die, or become insolvent, or apply for bankruptcy or other relief from creditors; (e) should Lender in good faith believe itself to be insecure with regard to repayment of this Note; or (f) should I or any guarantor of this Note make any representation or warranty to Lender in connection with obtaining credit that proves to be incorrect or misleading in any respect.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or if I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that I (or any of us) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), I am granting Lender a continuing security interest in any and all funds that I may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder (with the exception of IRA, pension, and other tax-deferred deposits). I further agree that Lender may at any time apply any funds that I may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that I (or any of us) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. Collateral securing other loans with Lender may also secure this Note as a result of cross-collateralization.

ARBITRATION. Lender and I agree that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of or foreclose upon any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.). Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind, reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent

jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

GOVERNING LAW. I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this consumer Note is subject to the Louisiana Consumer Credit Law (La. R.S. 9:3510, et seq.).

GENERAL PROVISIONS. I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

X _____
GABRIEL THOMAS PORTEOUS,JR

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Regions Bank

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,030.00	01-27-2000	07-24-2000	[redacted]	0680	0001	[redacted]	L14	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS,JR (SSN: [redacted]
4801 NEYREY DR
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

LOAN TYPE. This is a Fixed Rate (9.750%), Single Pay Loan to a Consumer for $5,030.00 due on July 24, 2000.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

[X] Personal, Family, or Household Purposes or Personal Investment.

[ ] Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: TUITION FOR SON.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $5,030.00 as follows:

Amount paid to me directly: $5,000.00 Lender's Check # 876972082	$5,000.00
Total Financed Prepaid Finance Charges: $25.00 Processing/Origination Fee $5.00 Documentation Fee	$30.00
Note Principal:	$5,030.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 27, 2000.

BORROWER:

X
GABRIEL THOMAS PORTEOUS,JR

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST.

[X] By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons: (a) I am not eligible for credit insurance; (b) Credit insurance is not available from Lender; or (c) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on January 27, 2000, I read and understood all of the provisions of this Disclosure.

BORROWER:

X
GABRIEL THOMAS PORTEOUS,JR

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FINANCIAL STATEMENT

Assets:		Liabilities:		Monthly Payments
Cash on hand/in checking	$	Total Real Estate Mortgages payable	$	$
Savings/Cds	$	Total Automobile Loans	$	$
Investments	$	Loans against life insurance	$	$
Cash value life insurance	$	Debts not due monthly	$	$
Individual retirement accounts	$	Total Credit Cards	$	$
Vested interest-retirement funds	$	Income Tax due	$	$
Automobiles	$	Alimony, Child Support/Separate Maintenance	$	$
Real Estate Owned	$	Total other debt	$	$
Other real estate	$		$	$
Loans or accounts receivable	$		$	$
Other Personal Property	$	Total Liabilities (L)	$	$
Net Worth of Business Owned	$	Net Worth - (A - L)	$	$
Total Assets - (A)	$	Total Liabilities and Net Worth	$	$

Schedule of Real Estate Owned (If additional space needed, attach separate schedule)

"R"	Address of property Indicate "R" if Rental Property	Type Property	Present Value	Mortgage Debt	Gross Rental Income	Mortgage Payment	Taxes, Ins, Maintenance	Net Rental Income
			$	$	$	$	$	$
			$	$	$	$	$	$
			$	$	$	$	$	$
			$	$	$	$	$	$
		TOTALS	$	$	$	$	$	$

The information contained in this statement is provided for the purpose of procuring, establishing, and maintaining credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either severally or jointly with others, execute a guaranty in your favor. The undersigned understands that you are relying on the information provided herein in deciding to grant or continue credit. The undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein, and to determine my/our creditworthiness. You are authorized to answer questions about you credit experience with me/us.

Signature (Borrower) Date Signature (Co-Borrower/Other) Date

The following sections apply ONLY to home improvement loans, mobile home loans or loans that will be secured by improved residential real estate. Please complete ONLY the section(s) that pertains to your loan request.

Please check the box most applicable to your loan request.

- ☐ PURCHASE a 1-to-4 family residential dwelling, secured by dwelling or construction with permanent financing by our bank.
- ☐ IMPROVEMENT to a 1-to-4 family residential dwelling, regardless of collateral
- ☐ REFINANCE the purchase or improvements to a 1-to-4 family residential dwelling, secured by a 1-to-4 family residential dwelling
- ☐ For the purchase, improvement or refinancing of a MULTIFAMILY DWELLING (5 or more units)

Occupancy
- ☐ Owner occupied, principal dwelling
- ☐ Non-owner occupied

Please provide the following information if loan purpose is for construction or construction-permanent.

Date Lot Acquired	Original Cost	Present Value of lot (a)	Cost of Improvements (b)	Total (a+b)
/ /				

In what name(s) will title be held?	Manner in which title will be held?

Please provide the following information if loan purpose is to refinance or for home improvement.

Date Property Acquired	Original Cost	Amount Existing Liens	Amount of additional advance	Purpose of additional advance:
/ /				

Please provide the following information on the property being used for collateral, being improved, or location of mobile home.

Street Address	City	County/Parish	State	ZIP	Num. Units

If this is an application for credit to be secured by a lien on a dwelling, you have the right to receive a copy of the appraisal report used in connection with your application for credit. Your request must be received no later than 90 days after (i) we have notified you about the action taken on your credit application or (ii) you have withdrawn your application. To receive a copy, your written request must be sent to the following address: Regions Loan Operations, P.O. Box 4897, Montgomery, AL 36103-4897

Loan Type ☐ Conv ☐ FHA ☐ VA ☐ FmHA

The following information is requested by the Federal Government if this loan is related to a dwelling and is for one of the following purposes: PURCHASE, REFINANCE, HOME IMPROVEMENT, MULTI-FAMILY, OR CONSTRUCTION PERMANENT. This information is requested to monitor the lender's compliance with equal credit opportunity, fair housing laws, and the Home Mortgage Disclosure Act. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under Federal regulations this lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish the above information, please initial below.

APPLICANT: I do not wish to furnish this information (initials) _____

RACE/NATIONAL ORIGIN/SEX
- ☐ American Indian, Alaskan Native
- ☐ Hispanic
- ☐ Other (specify)
- ☐ Male ☐ Female
- ☐ Asian, Pacific Islander
- ☐ White
- ☐ Black

JOINT APPLICANT: I do not wish to furnish this information (initials) _____

RACE/NATIONAL ORIGIN/SEX
- ☐ American Indian, Alaskan Native
- ☐ Hispanic
- ☐ Other (specify)
- ☐ Male ☐ Female
- ☐ Asian, Pacific Islander
- ☐ White
- ☐ Black

Attn: Trulia single pay
180 days @ 9.75

Regions Bank

Loan Application

LOAN REQUEST

A loan is being requested in the amount of $5,000.00 for the purpose of TUITION FOR SON

I (we) certify that the statements in this application are true. The bank is authorized to obtain any information which it deems necessary in processing my loan request. I understand that the bank is relying on this information in making a loan decision. To better serve your financial needs, non-public information will be shared with other affiliates of Regions Financial Corporation. If you do not wish for us to share this information, please notify us in writing at: P.O. Box 4897, Montgomery, AL 36103-4897.

Signature | Date | Signature | Date

Do not complete the starred (*) section of this application unless you: (a) are a resident of a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, or Wisconsin), (b) are relying on property located in a community property state as a basis for repayment of the credit requested, (c) are relying on income received from a non-applicant spouse or ex-spouse. IF APPLYING JOINTLY WITH ANOTHER PERSON OTHER THAN SPOUSE, JOINT APPLICANT SHALL FILL OUT A SEPARATE APPLICATION.

Applicant Information

First Name	Middle Name	Last Name	# of Dep.	Social Security No.	Birth Date
GABRIEL	THOMAS	PORTEOUS JR		[redacted]	[redacted]

Home Address	City	County	State	ZIP	Home Phone
4801 NEYREY DR	METAIRIE		LA	70002-1426	(504)455-5879

Applicant previous address (if current address less than 2 years) | Lived there Years Mos | Driver's License #

Employed By U S FEDERAL COURT | Address | Gross Monthly Income $11,600.00 | Other Monthly Income**

Occupation | Worked there Years 0 Mos | Work Phone Number (504)589-7585 | Source of Other Income **

Name of Previous Employer | Worked there Years 0 Mos | *Marital status ☐ Married ☐ Unmarried ☐ Separated

Name and address of Landlord or Mortgage Holder | Lived there 2 Years Mos | ☐ Rent ☐ Own ☐ Other | Monthly Payment | Mortgage Balance

Name and address of nearest relative or friend not in household | Phone Number ( ) -

Are you obligated to make alimony, child support or separate maintenance payments? Yes ☐ No ☒ Monthly Payment _____ # Remaining Pmts. 0

In the last 10 years, have you been bankrupt or are you in the process of filing bankruptcy? Yes ☐ No ☒ When? / /

Creditors:	Monthly Payment	Creditors:	Monthly Payment

Joint Applicant Information (If married to applicant.) (If NOT married to applicant, please fill out a separate application.)

First Name	Middle Name	Last Name	# of Dep.	Social Security No.	Birth Date

Home Address	City	County	State	ZIP	Home Phone

Previous address (if current address less than 2 years) | Lived there Years Mos | Driver's License #

*Employed By | Address | *Gross Monthly Income | *Other Monthly Income**

*Occupation | *Worked there Years Mos | *Work Phone Number | *Source of Other Income**

*Name of Previous Employer | *Worked there Years Mos | *Marital status ☐ Married ☐ Unmarried ☐ Separated

Name and address of Landlord or Mortgage Holder | Lived there Years Mos | ☐ Rent ☐ Own ☐ Other | Monthly Payment | Mortgage Balance

Name of Nearest Relative or Friend Not in Household | Phone Number

Are you obligated to make alimony, child support or separate maintenance payments? Yes ☐ No ☐ Monthly Payment _____ # Remaining Pmts. _____

In the last 10 years, have you been bankrupt or are you in the process of filing bankruptcy? Yes ☐ No ☐ When? _____

** Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Your Banking Relations

Current Banking Relations:	Financial Institution	# of Accts.		Financial Institution	# of Accts.
Checking Account			Auto Loans		
Savings/CDs			Consumer Loans		
IRA			Mortgage Loans		
Trust/Investments			Credit Cards		
Stock/Mutual funds			Credit Line		

This section for bank use only

	$$/Date		$$/Date		$$/Date		$$/Date
Checking Account		Trust/Investments		Auto Loans		Credit Cards	
Savings/CDs		Stock/Mutual Funds		Consumer Loans		Credit Line	
IRA		Electronic Banking		Mortgage Loans		Debit Card	

Application
- ☐ Pending
- ☐ Approved, not accepted
- ☐ Application denied
- ☐ Application Withdrawn
- ☐ Closed for incompleteness

Application # | Date application received | Loan amount $
Date action taken | Loan # | /
Application taken by: ☐ Telephone ☐ Mail ☐ In person | Loan Officer
Comments
DTI Worksheet Income (annualized)

PLEASE SEE REVERSE SIDE - For home improvement loans, mobile home loans or loans secured by improved residential real estate

loanapp.Dt

SC00276

IL ACCOUNT INQUIRY SCREEN

ACCT #: [redacted] USE FULL ACCT # FOR SUBSTITUTE COUPON

NAME: GABRIEL THOMAS PORTEOUS TAX ID: [redacted]

LAST REFRESH DATE: 07/16/2000 COMPANY#: 040

SIMP-FIXED PER DIEM: 001.3399 TERM: 006 RATE: 09.750

RT INDEX: ADJ: 00.000 FLOOR: 00.000 CEILING: 99.999

CURRENT PAYOFF	5,260.47	GOOD THRU DATE	07/17/2000
NEXT INS AMT	.00	NEXT INS ACC DT	00/00/0000
CURRENT BALANCE	5,030.00	ORIG MAT DATE	07/24/2000
NEXT PAYMENT	5,269.85	CURR MAT DATE	07/24/2000
PAST DUE	.00	DUE DATE	07/24/2000
LATE CHARGES DUE	.00	LAST PYMT DATE	00/00/0000
ORIGINAL AMT	5,030.00	LAST MAINT DATE	06/20/2000
INTEREST DUE	230.47	CONTRACT DATE	01/27/2000
A & H REBATE	.00	# MTHS EXT: 00	LAST: 00/00/0000
CREDIT LIFE REB	.00	LIFE COMP:	STOP PAY: N
CPI REBATE	.00	COLLATERAL: 0001	PURPOSE: 35
CPI PLACEMENT DATE:		STATUS: ACTIVE	STOP ACC: N
CPI EXPIRATION DATE	00/00/0000	LGL STAT:	
CURRENT YTD INT	.00	OFFICER: L14	RISK: 1
PREV YTD INT	.00	DLR #: 00000000000000	

ORIG/PD PMTS 001 / 000 DLQ: 15D 000 30D 000 60D 000 90D 000

PF4-ACCT ADR PF6-PAY SCED PF7-TRAN HISTORY PF8-ACCT RELTN PF9-CUST INFO

Call Mon.

COMPANY 40 CUSTOMER INFORMATION INQUIRY PAGE 001

NAME GABRIEL THOMAS PORTEOUS JR TIE 00001

ADDRESS1	4801 NEYREY DR		
ADDRESS2			
CITY	METAIRIE	STATE	LA
ZIP CODE	70002-1426		
HOME PHONE	504/455-5879		
BUSINESS PHONE	504/589-7585		
EMPLOYED BY	U S FEDERAL COURT		
DATE OF BIRTH	[redacted]		
SSN/EIN	[redacted]		
OFFICER CODE	L62		

CUSTOMER RELATIONSHIPS

PLACE 'C' BY CUSTOMER RELATIONSHIP FOR INQUIRY, PRESS <SEND>
NO MORE INFORMATION FOR THIS ACCOUNT <PF01> FIRST PAGE
PRESS <CLEAR> TO EXIT <PF08> ACCT RELATIONS <PF10> CUST REMARKS

Regions Bank

PROMISSORY NOTE AND DISCLOSURE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,060.00	07-24-2000	01-17-2001	[redacted]	06B0	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS, JR. (SSN: [redacted]
4801 NEYREY DRIVE
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

ANNUAL PERCENTAGE RATE The cost of my loan as a yearly rate.	FINANCE CHARGE The dollar amount the loan will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
11.014%	$268.65	$5,030.00	$5,298.65

PAYMENT SCHEDULE. My payment schedule will be one payment of $5,298.65 on January 17, 2001.

SECURITY. This loan is unsecured except for Lender's security interest and other rights in my deposit accounts. Collateral securing other loans with Lender may also secure this loan.

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

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

Amount Financed Itemization

Amount paid on my account: $5,030.00 Payment on Loan # [redacted]		$5,030.00
Total Financed Prepaid Finance Charges:		$30.00
Note Principal:		$5,060.00
Prepaid Finance Charges:		$30.00
Financed: $25.00 Processing/Origination Fee $5.00 Documentation Fee	$30.00	
Amount Financed:		$5,030.00

Principal Amount: $5,060.00 Interest Rate: 9.750% Date of Note: July 24, 2000

PROMISE TO PAY. I promise to pay to the order of Regions Bank ("Lender"), the sum of Five Thousand Sixty & 00/100 Dollars (U.S. $5,060.00), together with simple interest at the rate of 9.750% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on July 24, 2000 and continuing until this Note is paid in full.

PAYMENT. I will pay this loan in one principal payment of $5,060.00 plus accrued interest on January 17, 2001. This payment due January 17, 2001, will be for all principal and accrued interest not yet paid. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If I prepay this Note in full, or if Lender accelerates payment, I understand that, unless otherwise required by law, any prepaid loan finance charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Unless otherwise agreed to in writing, early payments under this Note will not relieve me of my obligation to continue to make regularly scheduled payments under the above payment schedule. Early payments will instead reduce the principal balance due under this Note.

LATE CHARGE. If I fail to pay any payment under this Note in full within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of interest then due and owing under this Note, or U.S. $15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of maturity of this Note.

DEFAULT AND ACCELERATION. Lender has the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note upon any one or more of the following events of default: (a) should I fail to make any payment under this Note when due; (b) should a default occur or exist under any security agreement directly or indirectly securing this Note; (c) should I default under any other loan or obligation in favor of Lender; (d) should I die, or become insolvent, or apply for bankruptcy or other relief from creditors; (e) should Lender in good faith believe itself to be insecure with regard to repayment of this Note; or (f) should I or any guarantor of this Note make any representation or warranty to Lender in connection with obtaining credit that proves to be incorrect or misleading in any respect.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or if I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

NSF CHECK CHARGES. In the event that I make any payment under this Note by check and my check is returned to Lender unpaid due to nonsufficient funds in my deposit account, I agree to pay Lender an additional NSF check charge equal to 5% of the amount of my dishonored check, or $25.00, whichever is greater.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that I (or any of us) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), I am granting Lender a continuing security interest in any and all funds that I may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder (with the exception of IRA, pension, and other tax-deferred deposits). I further agree that Lender may at any time apply any funds that I may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that I (or any of us) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. Collateral securing other loans with Lender may also secure this Note as a result of cross-collateralization.

ARBITRATION. Lender and I agree that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of or foreclose upon any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment, imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.). Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind

reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

GOVERNING LAW. I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this consumer Note is subject to Louisiana Law.

PRIOR NOTE. RENEWAL OF YOUR NOTE TO US DATED JANUARY 27, 2000. THIS DOES NOT SATISFY OR IN ANY WAY DISCHARGE THE EXISTING DEBT UNDER THAT NOTE, NOR DOES IT RELEASE ANY SECURITY IDENTIFIED IN THAT NOTE.

GENERAL PROVISIONS. I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

X _____
GABRIEL THOMAS PORTEOUS, JR.

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Regions Bank

Loan Application

Loan Request

A loan is being requested in the amount of $ 5,030.00 for the purpose of Renewal of existing

I (we) certify that the statements made in this application are true. The bank is authorized to obtain any information which it deems necessary in processing my loan request. I understand the bank is relying on this information in making a loan decision.
To better serve your financial needs, non-public information will be shared with other affiliates of Regions Financial Corporation.
If you do not wish for us to share this information, please notify us in writing at: P.O. Box 4897, Montgomery, AL 36103-4897

Signature _____ Date _____ Signature _____ Date _____

Do not complete the starred (*) section of this application unless you: (a) are a resident of a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, or Wisconsin), (b) are relying on property located in a community property state as a basis for repayment of the credit requested, (c) are relying on income received from a non-applicant spouse or ex-spouse. IF APPLYING JOINTLY WITH ANOTHER PERSON OTHER THAN SPOUSE, JOINT APPLICANT SHALL FILL OUT A SEPARATE APPLICATION.

Applicant Information

First name: Gabriel | Middle name: Thomas | Last name: Porteous Jr. | # of Dep. | Social Security Number: [redacted] | Birth date: [redacted]

Home address: 4801 Neyrey Dr | City | County/Parish: Metairie | State: LA | Zip: 70002 | Home Phone: (504) 455-5879

Applicant previous address (If current address less than 2 years) | Lived there Years | Driver's License #

Employed by: U.S. Federal Court | Address | Gross monthly income: $ 11,600.00 | Other monthly income**: $

Occupation: Judge | Worked there Years | Work Phone Number: (504) 589-7585 | Source of other income **

Name of previous employer | Worked there Years | * Marital Status: ◯ Married ◯ Unmarried ◯ Separated

Name and address of landlord or mortgage holder | Lived there Years | ◯ Own ◯ Rent ◯ Other | Monthly payment $ | Mortgage balance $

Name and address of nearest relative or friend not in household | Phone ( )

Are you obligated to make alimony or separate maintenance payments? ◯ Yes ◯ No Monthly Payment $ _____ # Remaining Pmts. _____

In the past 10 years, have you been bankrupt or are you in the process of filing bankruptcy? ◯ Yes ◯ No When? _____

Creditors:	Monthly Payment	Creditors:	Monthly Payment

*Joint Applicant Information (If married to applicant.) (If NOT married to applicant, please fill out a seperate application.)

First name | Middle name | Last name | # of Dep. | Social Security Number | Birth date

Home address | City | County/Parish | State | Zip | Home Phone ( )

Previous address (If current address less than 2 years) | Lived there Years | Driver's License #

* Employed by | Address | * Gross monthly income $ | *Other monthly income** $

* Occupation | * Worked there Years | * Work Phone Number ( ) | * Source of other income **

* Name of previous employer | * Worked there Years | * Marital Status: ◯ Married ◯ Unmarried ◯ Separated

Name and address of landlord or mortgage holder | Lived there Years | ◯ Own ◯ Rent ◯ Other | Monthly payment $ | Mortgage balance $

Name and address of nearest relative or friend not in household | Phone ( )

Are you obligated to make alimony or separate maintenance payments? ◯ Yes ◯ No Monthly Payment $ _____ # Remaining Pmts. _____

In the past 10 years, have you been bankrupt or are you in the process of filing bankruptcy? ◯ Yes ◯ No When?

**Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Applicant Banking Relations

Current Banking Relations:	Financial Institution (s)	# of Accts.		Financial Institution (s)	# of Accts
Checking Account			Auto Loans		
Savings/CDs			Consumer Loans		
IRA			Mortgage Loan		
Trust/Investments			Credit Cards		
Stock/Mutual Funds			Credit Line		

This section for bank use only

	SS/Date		SS/Date		SS/Date		SS/Date
Checking Account		Trust/Investments		Auto Loans		Credit Cards	
Savings/CDs		Stock/Mutual Funds		Consumer Loans		Credit Line	
IRA		Electronic Banking		Mortgage Loan		Debit Card	

Application

- ◯ Pending — Application # _____ Date application received _____ Loan Amount $ _____
- ◯ Approved, not accepted — Date action taken _____ Loan # _____
- ◯ Application denied — Application taken by: ◯ Telephone ◯ Mail ◯ In person Loan Officer # L62
- ◯ Application withdrawn — Comments:
- ◯ Closed for incompleteness — DTI Worksheet Income (annualized) _____ Loretta Young #5860

PLEASE SEE REVERSE SIDE - For home improvement loans, mobile home loans or loans secured by improved residential real estate.

SC00281

FINANCIAL STATEMENT

Assets:		Liabilities:		Monthly Payments
Cash on hand / in checking	$	Total Real Estate Mortgages payable	$	$
Savings/CDs	$	Total Automobile Loans	$	$
Investments	$	Loans against life insurance	$	$
Cash value life insurance	$	Debts not due monthly	$	$
Individual retirement accounts	$	Total Credit Cards	$	$
Vested interest-retirement funds	$	Income Tax due	$	$
Automobiles	$	Alimony, Child Support/Separate Maintenance	$	$
Real Estate Owned	$	Total other debt	$	$
Other real estate	$		$	$
Loans or accounts receivable	$		$	$
Other Personal Property	$	Total Liabilities (L)	$	$
Net Worth of Business Owned	$	Net Worth - (A-L)	$	
Total Assets - (A)	$	Total Liabilities and Net Worth	$	

Schedule of Real Estate Owned (If additional space needed, attach separate schedule)

"R"	Address of property Indicate "R" if Rental Property	Type Property	Present Value	Mortgage Debt	Gross Rental Income	Mortgage Payment	Taxes, Ins, Maintenance	Net Rental Income
			$	$	$	$	$	$
			$	$	$	$	$	$
			$	$	$	$	$	$
			$	$	$	$	$	$
		TOTALS	$	$	$	$	$	$

The information contained in this statement is provided for the purpose of procuring, establishing, and maintaining credit with you on behalf of the undersigned, or persons, firms or corporations in whose behalf the undersigned may either severally or jointly with others, execute a guaranty in your favor. The undersigned understands that you are relying on the information provided herein in deciding to grant or continue credit. The undersigned represents and warrants that the information provided is true and complete and that you may consider this statement as continuing to be true and correct until a written notice of change is given to you by the undersigned. You are authorized to make all inquiries you deem necessary to verify the accuracy of the information contained herein, and to determine my/our creditworthiness. You are authorized to answer questions about your credit experience with me/us.

Signature (Borrower) Date Signature (Co-Borrower/Other) Date

The following sections apply ONLY to home improvement loans, mobile home loans OR loans that will be secured by improved residential real estate. Please complete ONLY the section(s) that pertains to your loan request.

Please check the box most applicable to your loan request.

- [ ] PURCHASE a 1-to4 family residential dwelling, secured by dwelling or construction with permanent financing by our bank
- [ ] IMPROVEMENT to a 1-to-4 family residential dwelling, regardless of collateral
- [ ] REFINANCE the purchase or improvements to a 1-to-4 family residential dwelling, secured by a 1-to-4 family residential dwelling.
- [ ] For the purchase, improvement or refinancing of a MULTI-FAMILY DWELLING (5 or more units)

Occupancy
- [ ] Owner occupied, principal dwelling
- [ ] Non-owner occupied

Please provide the following information if loan purpose is for construction or construction-permanent.

Date Lot Acquired	Original Cost	Present Value of lot (a)	Cost of Improvements(b)	Total (a+b)
	$	$	$	$

In what name(s) will title be held?	Manner in which title will be held?

Please provide the following information if loan purpose is to refinance or for home improvement.

Date Property Acquired	Original Cost	Amount Existing Liens	Amount of additional advance	Purpose of additional advance:
	$	$	$	

Please provide the following information on the property being used for collateral, being improved, or location of mobile home.

Street Address	City	County/Parish	State	Zip	Num. Units

If this is an application for credit to be secured by a lien on a dwelling, you have the right to receive a copy of the appraisal report used in connection with your application for credit. Your request must be received no later than 90 days after (i) we have notified you about the action taken on your credit application or (ii) you have withdrawn your application. To receive a copy, your written request must be sent to the following address: Regions Loan Operations, P. O. Box 4897, Montgomery, AL 36103-4897

Loan Type [ ] Conv [ ] FHA [ ] VA [ ] FmHA

The following information is requested by the Federal Government if this loan is related to a dwelling and is for one of the following purposes: PURCHASE, REFINANCE, HOME IMPROVEMENT, MULTI-FAMILY, OR CONSTRUCTION-PERMANENT. This information is requested to monitor the lender's compliance with equal credit opportunity, fair housing laws, and the Home Mortgage Disclosure Act. You are not required to furnish this information, but are encouraged to do so. The law provides that a lender may neither discriminate on the basis of this information, nor on whether you choose to furnish it. However, if you choose not to furnish it, under federal regulations this lender is required to note race and sex on the basis of visual observation or surname. If you do not wish to furnish this information, please initial below.

APPLICANT: I do not wish to furnish this information (initials)

RACE/NATIONAL ORIGIN/SEX [ ] Male [ ] Female
- [ ] American Indian, Alaskan Native
- [ ] Asian, Pacific Islander
- [ ] Hispanic
- [ ] White
- [ ] Other(specify)
- [ ] Black

JOINT APPLICANT: I do not wish to furnish this information (initials)

RACE/NATIONAL ORIGIN/SEX [ ] Male [ ] Female
- [ ] American Indian, Alaskan Native
- [ ] Asian, Pacific Islander
- [ ] Hispanic
- [ ] White
- [ ] Other(specify)
- [ ] Black

Regions Bank

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,060.00	07-24-2000	01-17-2001	[redacted]	06B0	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS, JR. (SSN: [redacted]
4801 NEYREY DRIVE
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

LOAN TYPE. This is a Fixed Rate (9.750%), Single Pay Loan to a Consumer for $5,060.00 due on January 17, 2001. This is an unsecured renewal of the following described indebtedness: RENEWAL OF YOUR NOTE TO US DATED JANUARY 27, 2000. THIS DOES NOT SATISFY OR IN ANY WAY DISCHARGE THE EXISTING DEBT UNDER THAT NOTE, NOR DOES IT RELEASE ANY SECURITY IDENTIFIED IN THAT NOTE.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

☒ Personal, Family, or Household Purposes or Personal Investment.

☐ Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: REFINANCE EXISTING.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $5,060.00 as follows:

Amount paid on my account: $5,030.00 Payment on Loan # [redacted]	$5,030.00
Total Financed Prepaid Finance Charges: $25.00 Processing/Origination Fee $5.00 Documentation Fee	$30.00
Note Principal:	$5,060.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JULY 24, 2000.

BORROWER:

X _____
GABRIEL THOMAS PORTEOUS, JR.

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST.

☒ By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons: (a) I am not eligible for credit insurance; (b) Credit insurance is not available from Lender; or (c) If I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on July 24, 2000, I read and understood all of the provisions of this Disclosure.

BORROWER:

X _____
GABRIEL THOMAS PORTEOUS, JR.

LOAN CHECKLIST

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,060.00	07-24-2000	01-17-2001	[redacted]	06B0	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS, JR. [redacted] ISSN:
4801 NEYREY DRIVE
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

DESCRIPTION

_____ This is a Fixed Rate (9.750%), Disclosable Single Pay Loan to a Consumer for $5,060.00 due on January 17, 2001. This is an unsecured renewal of the following described indebtedness: RENEWAL OF YOUR NOTE TO US DATED JANUARY 27, 2000. THIS DOES NOT SATISFY OR IN ANY WAY DISCHARGE THE EXISTING DEBT UNDER THAT NOTE, NOR DOES IT RELEASE ANY SECURITY IDENTIFIED IN THAT NOTE.

_____ This Loan is unsecured.

_____ Last edited by: JDP.

_____ Loan File Name: [redacted]

_____ Regular General Standard Loan: G1.OVL.

NECESSARY FORMS

_____ Promissory Note / Change In Terms Agr. _____ Disbursement Request and Authorization

OPTIONAL FORMS

_____ Loan Request Summary _____ Boarding Data

These lists of Necessary Forms and Optional Forms may not include all the forms needed for this transaction. Applications, verifications, and other specialized documents may be needed.

CUSTOM LOAN POLICY

_____ **The interest rate on all new, renewed, or refinanced consumer loans less than $2,000 is 21%. For loans to purchase a motor vehicle, a $35 documentation fee may be charged. For all other consumer loans less than $2,000 a $25 origination fee plus a $5 documentation fee may be assessed. Employee loans will continue to be priced according to the Employee Loan Policy and Procedures.**

The loan policy set forth above has been added in the Standard Loan section of the Lender File for this loan.

ENTRY OMISSION WARNINGS TO LENDER

Prior to making this loan, any omission warnings in this "Entry Omissions" section should be reviewed. This section contains only certain obvious omissions. All documents should be reviewed as specified in the LASER PRO User's Manual prior to signing. If you have questions about why LASER PRO has generated any omission warning, call CFI. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.

ADVISORY WARNINGS TO LENDER

_____ COMBINED NOTE. You have selected a combined Note and Disclosure for this loan. Pursuant to federal Truth in Lending, a copy of this form should be provided to the primary obligor and to each person to whom a Right of Rescission notice is given. (3CLEAS0094S)

_____ LATE CHARGES. Late charges have been included for this single pay loan with interest due AT MATURITY. You should be aware that late charges are not disclosed on the Truth in Lending Disclosure for this loan because Regulation Z requires that only late charges imposed prior to MATURITY be disclosed. (3BLEAS0244S)

_____ MAX LOAN FEES. The Louisiana Consumer Credit Law limits (a) origination fees to a maximum of $25.00 and (b) documentation fees to a maximum of $5.00. Prior to printing the loan documents for signing, you should verify that the fees for this loan do not exceed these limits. (3BLELA0007S)

Prior to making this loan, any warnings in this "Advisory Warnings" section should be reviewed. If you have questions about why LASER PRO has generated any warning, call CFI. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.

CRITICAL WARNINGS TO LENDER

Prior to making this loan, any warnings in this "Critical Warnings" section should be reviewed. If you have questions about why LASER PRO has generated any warning, call CFI. If you have legal questions about these warnings or this loan or what action to take, you should seek the advice of your compliance officer or legal counsel.

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LOAN REQUEST SUMMARY

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,060.00	07-24-2000	01-17-2001	[redacted]	06B0	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS, JR. (SSN: [redacted]
4801 NEYREY DRIVE
METAIRIE, LA 70002-1426
Phone Number: (504) 455-5879
Bus. Phone: (504) 589-7585

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

SINGLE PAY LOAN
(Fixed Rate)

	Financed	In Cash
AMOUNT REQUESTED:	$5,030.00	
PREPAID FINANCE CHARGES:		
Processing/Origination Fee:	25.00	
Documentation Fee:	5.00	
SECURITY INTEREST CHARGES:	0.00	
NOTE AMOUNT:	$5,060.00	$0.00

PAYMENT CALCULATION:

Interest Method:	365/365
Disbursement Date:	07-24-2000
First Int Payment Date:	01-17-2001
Due Date:	01-17-2001
Int Payment Period:	@ Maturity
Interest Rate:	9.750
Credit Insurance:	None
Final Payment:	$5,298.65

APR	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
11.014%	$268.65	$5,030.00	$5,298.65

COLLATERAL: This is an unsecured renewal loan.

LOAN FILE NAME: [redacted]

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed. This is not a Truth in Lending Disclosure Statement. Borrower will receive such a statement containing all required disclosures prior to consummation of the loan.

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Branch in Process 07/26/2000

LYW0410 LORETTA Y WILL

A [redacted] GABRIEL THOMAS PORTE

Pay off effective 7-24-00

[redacted] 239.85

[redacted]

JUDGE G. T. PORTEOUS, JR. 06-04
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA 70002

[redacted] 553

DATE 7/24/00

PAY TO THE ORDER OF Regions $ 239.85/xx

Two Hundred Thirty-Nine 85/100 DOLLARS

Fidelity HOMESTEAD ASSOCIATION 222 BAUDIN ST. NEW ORLEANS, LA 70112

MONEY MARKET FUND

MEMO [redacted]

SC00286

```
                    ACDT 2 CIS ILX ACCOUNT DETAIL          01/01/16 14.50.21
CULO      CO   40 OP                  MS 64761 ALS SIMPLE LOAN
ACTION: INQ    (INQ NXT) COID 00040 PRODUCT ILX ACCOUNT [redacted]
LAST REFRESH:   01/01/15              GABRIEL THOMAS PORTEOUS
SIMP-FIXED     PER DIEM:   1.3516438  TERM:   6   RATE:  9.7500000
RT INDEX:        ADJ:      0.0000000  FLOOR:             CEILING:   99.9999999
CURRENT PAYOFF......     5,297.29     GOOD THRU DATE......   01/01/16
NEXT INS AMT........         0.00     NEXT INS ACC DT.....
CURRENT BALANCE.....     5,060.00     ORIG MAT DATE.......   01/01/17
NEXT PAYMENT........     5,298.58     CURR MAT DATE.......   01/01/17
PAST DUE............         0.00     DUE DATE............   01/01/17
LATE CHARGES DUE....         0.00     LAST PYMT DATE......
ORIGINAL AMT........     5,060.00     LAST MAINT DATE.....   00/07/26
INTEREST DUE........       237.29     CONTRACT DATE.......   00/07/24
A & H REBATE........         0.00     # MTHS EXT:        LAST:
CREDIT LIFE REBATE..         0.00     LIFE COMP:          STOP PAY:   N
CPI REBATE..........         0.00     COLLATERAL:  0001   PURPOSE:  35
CPI PLACEMENT DATE..                  STATUS:   ACTIVE     STOP ACC:  N
CPI EXPIRATION DATE.                  LGL STAT:
CURRENT YTD INT.....         0.00     OFFICER:  L62     RISK:
PREV YTD INT........         0.00     DLR #:    00000000000000
ORIG/PD PMTS     1 /         DLQ..15D        30D        60D        90D
PF: 2-CONT 3-PLVL
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Regions Bank

PROMISSORY NOTE AND DISCLOSURE

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,030.00	01-17-2001	07-17-2001	[redacted]	09B0	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: [redacted] THOMAS PORTEOUS,JR (SSN: [redacted])
4801 NEYREY DR
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

ANNUAL PERCENTAGE RATE The cost of my loan as a yearly rate.	FINANCE CHARGE The dollar amount the loan will cost me.	Amount Financed The amount of credit provided to me or on my behalf.	Total of Payments The amount I will have paid after I have made all payments as scheduled.
11.019%	$273.20	$5,000.00	$5,273.20

PAYMENT SCHEDULE. My payment schedule will be one payment of $5,273.20 on July 17, 2001.

SECURITY. This loan is unsecured except for Lender's security interest and other rights in my deposit accounts. Collateral securing other loans with Lender may also secure this loan.

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

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

Amount Financed Itemization

Amount paid on my account: $5,000.00 Payment on Loan # [redacted]		$5,000.00
Total Financed Prepaid Finance Charges:		$30.00
Note Principal:		$5,030.00
Prepaid Finance Charges:		$30.00
Financed: $25.00 Processing/Origination Fee $5.00 Documentation Fee	$30.00	
Amount Financed:		$5,000.00

Principal Amount: $5,030.00 Interest Rate: 9.750% Date of Note: January 17, 2001

PROMISE TO PAY. I promise to pay to the order of Regions Bank ("Lender"), the sum of Five Thousand Thirty & 00/100 Dollars (U.S. $5,030.00), together with simple interest at the rate of 9.750% per annum assessed on the unpaid principal balance of this Note as outstanding from time to time, commencing on January 17, 2001 and continuing until this Note is paid in full.

PAYMENT. I will pay this loan in one principal payment of $5,030.00 plus accrued interest on July 17, 2001. This payment due July 17, 2001, will be for all principal and accrued interest not yet paid. Interest on this Note is computed on a 365/365 simple interest basis; that is, by applying the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. I will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing. Unless otherwise agreed or required by applicable law, payments will be applied first to accrued unpaid interest, then to principal, and any remaining amount to any unpaid collection costs and late charges.

PREPAYMENT. I may prepay this Note in full at any time by paying the then unpaid principal balance of this Note, plus accrued simple interest and any unpaid late charges through date of prepayment. If I prepay this Note in full, or if Lender accelerates payment, I understand that, unless otherwise required by law, any prepaid loan finance charges will not be subject to rebate and will be earned by Lender at the time this Note is signed. Unless otherwise agreed to in writing, early payments under this Note will not relieve me of my obligation to continue to make regularly scheduled payments under the above payment schedule. Early payments will instead reduce the principal balance due under this Note.

LATE CHARGE. If I fail to pay any payment under this Note in full within 10 days of when due, I agree to pay Lender a late payment fee in an amount equal to 5.000% of the unpaid amount of interest than due and owing under this Note, or U.S. $15.00, whichever is less. Late charges will not be assessed following declaration of default and acceleration of maturity of this Note.

DEFAULT AND ACCELERATION. Lender has the right, at its sole option, to insist upon immediate payment (to accelerate the maturity) of this Note upon any one or more of the following events of default: (a) should I fail to make any payment under this Note when due; (b) should a default occur or exist under any security agreement directly or indirectly securing this Note; (c) should I default under any other loan or obligation in favor of Lender; (d) should I die, or become insolvent, or apply for bankruptcy or other relief from creditors; (e) should Lender in good faith believe itself to be insecure with regard to repayment of this Note; or (f) should I or any guarantor of this Note make any representation or warranty to Lender in connection with obtaining credit that proves to be incorrect or misleading in any respect.

ATTORNEYS' FEES. If Lender refers this Note to an attorney for collection, or files suit against me to collect this Note, or if I file for bankruptcy or other relief from creditors, I agree to pay Lender's reasonable attorneys' fees in an amount not exceeding 25.000% of the unpaid debt then owing under this Note.

NSF CHECK CHARGES. In the event that I make any payment under this Note by check and my check is returned to Lender unpaid due to nonsufficient funds in my deposit account, I agree to pay Lender an additional NSF check charge equal to 5% of the amount of my dishonored check, or $25.00, whichever is greater.

DEPOSIT ACCOUNTS. As collateral security for repayment of this Note and all renewals and extensions, as well as to secure any and all other loans, notes, indebtedness and obligations that I (or any of us) may now and in the future owe to Lender or incur in Lender's favor, whether direct or indirect, absolute or contingent, due or to become due, of any nature and kind whatsoever (with the exception of any indebtedness under a consumer credit card account), I am granting Lender a continuing security interest in any and all funds that I may now and in the future have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder (with the exception of IRA, pension, and other tax-deferred deposits). I further agree that Lender may at any time apply any funds that I may have on deposit with Lender or in certificates of deposit or other deposit accounts as to which I am an account holder against the unpaid balance of this Note and any and all other present and future indebtedness and obligations that I (or any of us) may then owe to Lender, in principal, interest, fees, costs, expenses, and attorneys' fees.

COLLATERAL. Collateral securing other loans with Lender may also secure this Note as a result of cross-collateralization.

ARBITRATION. Lender and I agree that all disputes, claims and controversies between us, whether individual, joint, or class in nature, arising from this Note or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association, upon request of either party. No act to take or dispose of or foreclose upon any property securing this Note shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including taking or disposing of such property with or without judicial process pursuant to Louisiana Commercial Laws (La. R.S. 10: 9-101, et seq.). Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any property securing this Note, including any claim to rescind,

reform, or otherwise modify any agreement relating to the property securing this Note, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Note shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which may otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

FINANCIAL STATEMENTS. I agree to provide Lender with such financial statements and other related information at such frequencies and in such detail as Lender may reasonably request.

GOVERNING LAW. I agree that this Note and the loan evidenced hereby shall be governed under the laws of the State of Louisiana. Specifically, this consumer Note is subject to Louisiana Law.

PRIOR NOTE. Renewal of your note to us dated July 24, 2000. This does not satisfy or in anyway discharge the existing debt under that note, nor does it release any security identified in that note.

GENERAL PROVISIONS. I and all guarantors of this Note severally waive presentment for payment, protest and notice of protest and nonpayment, and all pleas of division and discussion, and agree that our liability under this Note will be on a "solidary" or "joint and several" basis with one another for all purposes. Discharge or release of any party or collateral securing this Note, or any extension of time for payment, or any delay in enforcing any rights granted to Lender, will not cause Lender to lose any rights under this Note. Any waiver or forbearance as to one default event under this Note will not affect any other event(s) of default, and will be binding upon Lender only if agreed to in writing. If any provision of this Note is deemed to be invalid or unenforceable, such invalidity or unenforceability will not affect the remaining provisions of this Note. Paragraph headings under this Note are for purposes of convenience and are not to be construed as a complete summary of each paragraph. In this Note, the words "I", "me" and "my" mean each person signing this Note as a borrower, co-borrower, guarantor or endorser.

PRIOR TO SIGNING THIS NOTE, I READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE.

BORROWER:

X _____
GABRIEL THOMAS PORTEQUS JR

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[redacted]

Regions Bank — Loan Application

$5000 — 6 mos - Single Pay @ 9.75%

LOAN REQUEST

A loan is being requested in the amount of $5,000.00 for the purpose of REFINANCE EXISTING.

I (we) certify that the statements in this application are true. The bank is authorized to obtain any information which it deems necessary in processing my loan request. I understand that the bank is relying on this information in making a loan decision.

Signature _____ Date _____ Signature _____ Date _____

Do not complete the starred (*) section of this application unless you: (a) are a resident of a community property state (Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Texas, or Wisconsin), (b) are relying on property located in a community property state as a basis for repayment of the credit requested, (c) are relying on income received from a non-applicant spouse or ex-spouse. IF APPLYING JOINTLY WITH ANOTHER PERSON OTHER THAN SPOUSE, JOINT APPLICANT SHALL FILL OUT A SEPARATE APPLICATION.

Applicant Information

First Name	Middle Name	Last Name	# of Dep.	Social Security No	Birth Date
GABRIEL	THOMAS	PORTEOUS JR	1	[redacted]	[redacted]

Home Address	City	County	State	ZIP	Home Phone
4801 NEVREY DR	METAIRIE		LA	70002-1426	(504)455-5879

Applicant previous address (if current address less than 2 years) _____ Lived there Years Mos _____ Driver's License # _____

Employed By U S FEDERAL COURT Address _____ Gross Monthly Income $11,600.00 Other Monthly Income** _____

Occupation _____ Worked there Years 0 Mos _____ Work Phone Number (504)589-7585 Source of Other Income** _____

Name of Previous Employer _____ Worked there Years 0 Mos _____ *Marital status ☐ Married ☐ Unmarried ☐ Separated

Name and address of Landlord or Mortgage Holder _____ Lived there 20 Years Mos _____ ☐ Rent ☐ Own ☐ Other _____ Monthly Payment _____ Mortgage Balance _____

Name and address of nearest relative or friend not in household _____ Phone Number ( ) -

Are you obligated to make alimony, child support or separate maintenance payments? Yes ☐ No ☒ Monthly Payment _____ # Remaining Pmts. 0

In the last 10 years, have you been bankrupt or are you in the process of filing bankruptcy? Yes ☐ No ☒ When? / /

Creditors:	Monthly Payment	Creditors:	Monthly Payment

Joint Applicant Information (If married to applicant.) (If NOT married to applicant, please fill out a separate application.)

First Name	Middle Name	Last Name	# of Dep.	Social Security No	Birth Date

Home Address	City	County	State	ZIP	Home Phone

Previous address (if current address less than 2 years) _____ Lived there Years Mos _____ Driver's License # _____

*Employed By _____ Address _____ *Gross Monthly Income _____ *Other Monthly Income** _____

*Occupation _____ *Worked there Years Mos _____ *Work Phone Number _____ *Source of Other Income** _____

*Name of Previous Employer _____ *Worked there Years Mos _____ *Marital status ☐ Married ☐ Unmarried ☐ Separated

Name and address of Landlord or Mortgage Holder _____ Lived there Years Mos _____ ☐ Rent ☐ Own ☐ Other _____ Monthly Payment _____ Mortgage Balance _____

Name of Nearest Relative or Friend Not in Household _____ Phone Number _____

Are you obligated to make alimony, child support or separate maintenance payments? Yes ☐ No ☐ Monthly Payment _____ # Remaining Pmts. _____

In the last 10 years, have you been bankrupt or are you in the process of filing bankruptcy? Yes ☐ No ☐ When? _____

** Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

7/16/01

Your Banking Relations

Current Banking Relations:	Financial Institution	# of Accts.		Financial Institution	# of Accts.
Checking Account			Auto Loans		
Savings/CDs			Consumer Loans		
IRA			Mortgage Loans		
Trust/Investments			Credit Cards		
Stock/Mutual Funds			Credit Line		

This section for bank use only

	$$/Date		$$/Date		$$/Date		$$/Date
Checking Account		Trust/Investments		Auto Loans		Credit Cards	
Savings/CDs		Stock/Mutual Funds		Consumer Loans		Credit Line	
IRA		Electronic Banking		Mortgage Loans		Debit Card	

Application
- ☐ Pending
- ☐ Approved, not accepted
- ☐ Application denied
- ☐ Application Withdrawn
- ☐ Closed for incompleteness

Application # _____ Date application received _____ Loan amount $ _____

Date action taken _____ Loan # _____

Application taken by: ☐ Telephone ☐ Mail ☐ In person Loan Officer Young

Comments _____

DTI Worksheet Income (annualized) _____

PLEASE SEE REVERSE SIDE - For home improvement loans, mobile home loans or loans secured by improved residential real estate

Loanapp.fbt

#586

SC00290

Regions Bank

DISBURSEMENT REQUEST AND AUTHORIZATION

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,030.00	01-17-2001	07-17-2001	[redacted]	0980	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS,JR (SSN: [redacted]
4801 NEYREY DR
METAIRIE, LA 70002-1426

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

LOAN TYPE. This is a Fixed Rate (9.750%), Single Pay Loan to a Consumer for $5,030.00 due on July 17, 2001. This is an unsecured renewal of the following described Indebtedness: Renewal of your note to us dated July 24, 2000. This does not satisfy or in anyway discharge the existing debt under that note, nor does it release any security identified in that note.

PRIMARY PURPOSE OF LOAN. The primary purpose of this loan is for:

- [x] Personal, Family, or Household Purposes or Personal Investment.
- [ ] Business (Including Real Estate Investment).

SPECIFIC PURPOSE. The specific purpose of this loan is: REFINANCE EXISTING.

DISBURSEMENT INSTRUCTIONS. I understand that no loan proceeds will be disbursed until all of Lender's conditions for making the loan have been satisfied. Please disburse the loan proceeds of $5,030.00 as follows:

Amount paid on my account: $5,000.00 Payment on Loan #[redacted]	$5,000.00
Total Financed Prepaid Finance Charges: $25.00 Processing/Origination Fee $5.00 Documentation Fee	$30.00
Note Principal:	$5,030.00

FINANCIAL CONDITION. BY SIGNING THIS AUTHORIZATION, I REPRESENT AND WARRANT TO LENDER THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND CORRECT AND THAT THERE HAS BEEN NO MATERIAL ADVERSE CHANGE IN MY FINANCIAL CONDITION AS DISCLOSED IN MY MOST RECENT FINANCIAL STATEMENT TO LENDER. THIS AUTHORIZATION IS DATED JANUARY 17, 2001.

BORROWER:

X
GABRIEL THOMAS PORTEOUS,JR

CREDIT INSURANCE DISCLOSURE

VOLUNTARY CREDIT INSURANCE. CREDIT LIFE INSURANCE AND CREDIT DISABILITY INSURANCE ARE NOT REQUIRED TO OBTAIN CREDIT AND WILL NOT BE PROVIDED UNLESS I SIGN AND AGREE TO PAY THE ADDITIONAL COST.

- [x] By signing below, I acknowledge that I am not obtaining credit insurance for this loan for one of the following reasons: (a) I am not eligible for credit insurance; (b) Credit insurance is not available from Lender; or (c) if I am eligible and credit insurance is available from Lender, I do not want it.

Prior to signing this Credit Insurance Notice on January 17, 2001, I read and understood all of the provisions of this Disclosure.

BORROWER:

X
GABRIEL THOMAS PORTEOUS,JR

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LOAN REQUEST SUMMARY

Principal	Loan Date	Maturity	Loan No	Call	Collateral	Account	Officer	Initials
$5,030.00	01-17-2001	07-17-2001	[redacted]	0980	0001	[redacted]	L62	

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item.

Borrower: GABRIEL THOMAS PORTEOUS,JR (SSN: [redacted]
4801 NEYREY DR
METAIRIE, LA 70002-1426
Phone Number: (504) 455-6879
Bus. Phone: (504) 589-7585

Lender: Regions Bank TIN: 63-0371391
New Orleans Main Office
301 St. Charles Avenue
New Orleans, LA 70130

SINGLE PAY LOAN
(Fixed Rate)

	Financed	In Cash
AMOUNT REQUESTED:	$5,000.00	
PREPAID FINANCE CHARGES:		
Processing/Origination Fee:	25.00	
Documentation Fee:	5.00	
SECURITY INTEREST CHARGES:	0.00	
NOTE AMOUNT:	$5,030.00	$0.00

PAYMENT CALCULATION:

Interest Method:	365/365
Disbursement Date:	01-17-2001
First Int Payment Date:	07-17-2001
Due Date:	07-17-2001
Int Payment Period:	@ Maturity
Interest Rate:	9.750
Credit Insurance:	None
Final Payment:	$5,273.20

APR	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
11.019%	$273.20	$5,000.00	$5,273.20

COLLATERAL: This is an unsecured renewal loan.

LOAN FILE NAME: [redacted]

NOTICE: This Loan Request Summary is for informational purposes only and does not obligate Lender in any way to make this loan or any other loan to Borrower. The fees and charges listed above are estimates only; and, if a loan is made, different or additional fees and charges may be imposed. This is not a Truth in Lending Disclosure Statement. Borrower will receive such a statement containing all required disclosures prior to consummation of the loan.

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AMPP 01/10/01 PAYOFF PROCESSING 09:16:06
DEPT 000 BATCH 00000 SUB 00000
CTL2 040 CTL3 041 CTL4 0000 ACCT [redacted] PORTEOUS GABR EFF DT 01/17/01

PAYOFF AMT 5298.64
ENTER 'Y' TO PROCESS N
PD BY COMAKER

PAYOFF CHANGE DT 01/18/01
DAILY INT AMOUNT 1.35164

TYPE/CD	AMOUNT TO APPLY	CURRENT BALANCE	ENDING BALANCE
PRI01	5,060.00	5,060.00	0.00
INT01	238.64	238.64	0.00

COMMENT REFERENCE NUMBER
PF1-NEXT PF2-PREV

Customer to pay 298.64
Refinance $5,000 —
Need docs today dated 1/16/01

ACDT 3 CIS ILX ACCOUNT DETAIL 01/01/16 14.50.28
CULO CO 40 OP MS 53551 CONTINUATION WITH SCRN BYPASD
ACTION: INQ (INQ NXT) COID 00040 PRODUCT ILX ACCOUNT [redacted]
RENEW LTD: 000 GABRIEL THOMAS PORTEOUS
LATE FEE: N STOP PAST DUE NOTICE: N SIC: 9800 CC: 00586
ORIG INT..... 0.00 ORIG LIFE..... 0.00
ORIG A & H..... 0.00 ORIG DLR RSV.. 0.00
ORIG RATE..... 9.7500000 ORIG COMM/ORG FEE: 0.00
PMT TYPE: 10 STATEMENT ABA#: 000000000
COLLATERAL DESC: UNSECURED VIN#:
YEAR: MAKE: MODEL:

PAYMENT SCHEDULE

NO	AMOUNT	INCR	START DATE
1	5,298.65		01/01/17
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		

CPI PAYMENT SCHEDULE

NO	AMOUNT	INCR	START DATE
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		
	0.00		

PF: 2-CONT 3-PLVL

Regions Bank

CREDIT GENERAL LEDGER TICKET CREDIT

Account Name: Branch in Process

MM DD YY: 01/17/2001

LEDGER (BALANCE) ACCT. NO.

SEND TO PROOF

SUBMITTED BY: LYW0410 LORETTA Y WILL

AUTHORIZED BY:

TRANSACTION DESCRIPTION

A [redacted]

GABRIEL THOMAS PORTE

COMMENTS

T/C	CO NO	I	COST CENTER	ACCOUNT NO.		AMOUNT
0 2	041	*	[redacted]		CR $	298.64

[redacted]

JUDGE G. T. PORTEOUS, JR. 06-84
MRS. G. T. PORTEOUS, JR.
4801 NEYREY DR.
METAIRIE, LA 70002

[redacted] 569

DATE 1/17/01

PAY TO THE ORDER OF Regions $ 298.64

Two Hundred Ninety-Eight & 64/100 DOLLARS

Fidelity HOMESTEAD ASSOCIATION 222 BARONNE ST. NEW ORLEANS, LA 70112

MONEY MARKET FUND

MEMO [redacted]

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Judge Gabriel and Carmella Porteous
4801 Neyrey Drive
Metairie, LA 70002

RE: Workout Proposal

Dear Judge and Mrs. Porteous:

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 by settlement and release as opposed to the filing of bankruptcy. I have had positive response to the possibility of a workout from several of the companies when I had an opportunity to explain the proposal in concept to them by telephone. Of course, they all must go along, or at least the majority of the creditors with the large balances, to make the plan feasible.

The bankruptcy reform bill was vetoed by President Clinton as you may have heard, so a bit of pressure is relieved there; however, the new administration will get to the reform issues again during the next Congress, but probably not right away with the other priorities focussed on in the presidential campaigns.

I will be out of town on vacation until January 9, 2001, so let me wish both of you and your families the most wonderful and peaceful of Christmas seasons, and I will be keeping my fingers crossed that the creditors see the light of our proposal while I am gone.

With warmest personal regards to you both, I am

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures

Correspondence #12

Law and Notarial Offices
Claude C. Lightfoot, Jr., P. C.
A Professional Law Corporation
Executive Tower - Suite 450
3500 N. Causeway Boulevard
Metairie, Louisiana 70002

Paralegals
Andrea V. Timpa
Vicki C. Owens

(504) 838-8571
Fax: (504) 838-8572
E-Mail: ccl.jr@worldnet.att.net

December 21, 2000

Bank of Louisiana MasterCard
P.O. Box 6972
Metairie, LA 70009-6972

COPY

RE: Account [redacted]

Dear Sirs:

I have previously written you that I have been retained to represent Gabriel T. Porteous, Jr. and his wife, Carmella Giardina Porteous, with respect to the indebtedness owed on the above account.

This letter proposes a workout of the debt owed under the above account, which per your last statement is now $1,724.23. In an effort to provide all of my clients' unsecured creditors with immediate payment now and to avoid the necessity of a Chapter 7 bankruptcy filing, we propose the following.

My analysis of the debts and assets of Mr. and Mrs. Porteous shows that they have a family home recently valued at $266,000.00, two leased vehicles, a small IRA, and a federal pension, as well as their household goods and furnishings. In a Chapter 7 case, the leased vehicles would provide a Chapter 7 trustee with nothing to liquidate for the benefit of creditors as Mr. and Mrs. Porteous do not own the vehicles. Further, there is a homestead exemption under LSA-R.S. 20:1 providing $25,000.00 protection over and above the mortgage balances on the family home. Finally, the IRA, Pension, and household goods and furnishings are exempt from seizure under Louisiana law, thus providing a Chapter 7 trustee no value for the benefit of creditors as to these assets. Thus, the only source for payment of unsecured creditors in the event of a Chapter 7 filing would be the family home.

The debts which are proposed to be worked out are as follows:

1.	American Express Centurion Bank	Balance $11,855.57
2.	Bank of Louisiana Mastercard	Balance $1,724.23
3.	Chase Platinum Mastercard	Balance $10,196.82
4.	Citibank Advantage	Balance $23,987.39
5.	Citibank Advantage	Balance $20,719.58
6.	Citibank USA	Balance $16,981.47
7.	Dillards	Balance $4,673.92
8.	Discover Platinum	Balance $20,783.26
9.	First USA Bank	Balance $5,349.47
10.	First USA Bank, N.A.	Balance $6,757.42
11.	J.C. Penney	Balance $2,763.81
12.	MBNA America	Balance $27,828.31
13.	MBNA America	Balance $28,708.98
	Total	**$182,330.23**

If there transpired a hypothetical Chapter 7 filing, the Chapter 7 trustee would seek to liquidate the family home, and although under such circumstances a sale price of the appraised value would be unlikely, for the purposes of this workout proposal, let us assume that the property could be liquidated for the appraised value of $266,000.00. The following represents an accounting of what funds would be paid in a distribution to unsecured creditors assuming a sale at that price.

Sale Price:	$266,000.00
Payoff of First Mortgage to Fidelity	$113,279.54
Payoff of Second Mortgage to Bank One	$ 44,998.59
Real Estate Commission (6%/4%)	$ 12,640.00
Closing Costs	$ 1,000.00
Homestead Exemption	$ 25,000.00
Trustee's Commission	$ 16,550.00
Balance Available for Creditors	**$ 52,531.87**

Of course, the distribution to creditors in a Chapter 7 case takes many months, and the distribution set forth above assumes a sale of the property at appraised value, an event not likely to occur.

Therefore, in order to avoid the filing of Chapter 7 bankruptcy, and in an effort to provide the maximum payment possible to creditors, Mr. and Mrs. Porteous propose to pay a sum equal to 75% of the net available to creditors in the hypothetical Chapter 7 distribution, to be divided amongst the thirteen creditors listed above, pro rata. The total sum to be provided to the group of thirteen would be $39,398.90, and it would provide each of the thirteen creditors a payment of 21% of the balances shown above. The funds will be provided from a third mortgage or refinance of the second mortgage on the property, which is the only source of funds available to Mr. and Mrs. Porteous. The benefit to the creditors is immediate and certain payment of an amount likely to be the maximum that they could expect in a Chapter 7 bankruptcy scenario after months of delay. And of course the ultimate distribution in a Chapter 7 case would be uncertain in amount and could be less that what is offered by Mr. and Mrs. Porteous.

Finally, please recognize that the workout proposed herein can only be finalized and transacted if all of the thirteen agree to it, and all payments would be made in consideration of a release of the remaining balances due by each of the thirteen creditors.

I have attached for your review recent payoff statements from the first and second mortgage lenders as well as a copy of the recent appraisal of the property valuing it at $266,000.00.

Please advise once you have reviewed our proposal of your position on acceptance.

Very truly yours,

COPY

Claude C. Lightfoot, Jr.

CCL/bmf
Enclosures
cc: Mr. and Mrs. Gabriel T. Porteous, Jr.