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

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

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

20 UNITED STATES OF AMERICA,)
 21 Plaintiff,)
 22 vs.)
 23 RAWLAND LEON SORENSEN,)
 24 Defendant.)
 25 _____)
 26)
 27)
 28)

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

CONSENT DECREE

I. INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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

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

16 **II. GENERAL INJUNCTION**

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

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

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

28

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

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

- 10 11. The Defendant may retain ownership of the rental properties located at 3209 Oregon
11 Street, 3226 Oregon Street (aka 1401 Vale Street), and 8905 Viola Street, all in
12 Bakersfield, California (the "Subject Properties"). The Defendant has represented that at
13 least one of the Subject Properties will continue to be operated as a residential rental
14 property and that, after conveying his interest in the properties identified in paragraph 36
15 and Appendix A, he will have no remaining financial or other interest in any other
16 residential rental property.
17
18 12. The Defendant shall retain or otherwise enter into an agreement with an individual or
19 individuals, approved in advance by the United States (hereinafter "Independent
20 Manager(s)"), to manage all aspects of the rental and management of the Subject
21 Properties. The Defendant must, within fifteen (15) days after the entry of this Consent
22 Decree, identify a proposed Independent Manager(s) who is unrelated to him and who
23 does not now work for him, and has not in the past worked for him, as a contractor or in
24 any other capacity. The United States will have fifteen (15) days following the
25 Defendant's identification of a proposed Independent Manager(s) to notify the Defendant
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1 whether the Independent Manager(s) has been approved. If the United States does not
2 approve the proposed Independent Manager(s), the Defendant will have fifteen (15) days
3 from such notification to identify an alternate Independent Manager(s). This process will
4 continue until an Independent Manager(s) is approved by the United States and,
5 immediately thereafter, formally retained by the Defendant.
6

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

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

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

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

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

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

- 11 a. Distributing the pamphlet entitled "Are You a Victim of Housing Discrimination?"
12 (Department of Housing and Urban Development (HUD) Form 903.1) to all
13 applicants and tenants at the Subject Properties;
14
15 b. Whenever any of the Subject Properties is available to rent, posting a prominent,
16 easily readable "For Rent" or "Vacancy" sign or notice at each such property; the sign
17 shall include the slogan "Equal Housing Opportunity" and/or the fair housing logo;
18
19 c. Posting and prominently displaying an 8.5-by-11-inch HUD fair housing poster
20 (HUD Form 928.1) in a conspicuous location in or near the rental office or other
21 location used as a rental office for the Subject Properties;
22
23 d. Requiring that all advertising conducted in newspapers, telephone directories, radio,
24 television or other media, and all billboards, signs, pamphlets, brochures and other
25 promotional literature, be in compliance with HUD advertising guidelines, available
26 on the HUD website, www.hud.gov/offices/fheo/library/part109.pdf.
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- 1 e. Ensuring that any and all employees who will be performing any duties in relation to
2 the Subject Properties are familiar with the requirements of the Fair Housing Act,
3 particularly as they pertain to sex discrimination and sexual harassment;
- 4 f. Notifying the United States in the event the Independent Manager(s) obtains any
5 information indicating that the Defendant is in violation of this Consent Decree or the
6 Fair Housing Act, including by entering the premises of any of the Subject Properties
7 without first complying with the requirements of paragraph 19, below;
- 8 g. Providing to the United States notification and documentation¹ of the following
9 events, no later than fifteen (15) days after occurrence:
- 10 i. Any change in the Defendant's rules or practices regarding the Nondiscrimination
11 Policy discussed in section IV, below, or the nondiscriminatory standards and
12 procedures discussed in section V; and
- 13 ii. Any written or oral complaint against the Defendant, or the Defendant's agents or
14 employees, regarding discrimination in housing. If the complaint is written, the
15 Independent Manager(s) shall provide a copy of it with the notification. The
16 notification shall include the full details of the complaint, including the
17 complainant's name, address, and telephone number. The Defendant shall
18 promptly provide the United States all information it may request concerning any
19 such complaint and shall inform the United States within fifteen (15) days of the
20 substance of any resolution of such complaint; and
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25 ¹ All documents or other communications required by this Consent Decree to be sent to the
26 United States shall be sent by commercial (non-USPS) overnight delivery service addressed as
27 follows: Chief, Housing and Civil Enforcement Section, Civil Rights Division, United States
28 Department of Justice, 1800 G Street, N.W., Suite 7002, Washington, D.C. 20006, Attn: DJ 175-
11E-183, or as otherwise directed by the United States. Facsimile transmissions shall be sent to
(202) 514-1116.

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

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

- 7
- 8 a. A list of the Subject Properties, including the street address, the number of rental
9 units at each property, and a description of the interest in the property;
 - 10 b. A list of all tenants at the Subject Properties and their telephone numbers;
 - 11 c. Notification and documentation of the adoption and implementation of the
12 Nondiscrimination Policy referred to in section IV, below, including copies of all
13 Employcc Acknowledgment forms;
 - 14
 - 15 d. Notification and documentation of the adoption and implementation of the
16 nondiscriminatory standards and procedures discussed in section V, below;
 - 17
 - 18 e. Copies of standard rental applications and leases, pursuant to paragraphs 21–22 of
19 this Consent Decree;
 - 20
 - 21 f. Copies of all fair housing training certifications, pursuant to paragraph 16 of this
22 Consent Decree;
 - 23
 - 24 g. Copies of all rental applications, leases, and other information, recorded by any
25 means, related to any inquiries regarding the availability of the Subject Properties,
26 maintained pursuant to section V of this Consent Decree;
 - 27
 - 28 h. Notification of any purchase, inheritance, acquisition, sale, transfer, disposition, or
other change in the Defendant's ownership or management interest in any of the

1 Subject Properties, including the identity of the purchaser(s) to whom the interest is
2 being transferred.

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

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

11
12 **IV. NONDISCRIMINATION POLICY**

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

25
26 **V. NONDISCRIMINATORY STANDARDS AND PROCEDURES FOR**
27 **SHOWING AVAILABLE DWELLING UNITS TO PROSPECTIVE TENANTS**
28

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

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

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

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

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

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

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

13 **VI. COMPLIANCE TESTING**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 set forth the apportionment of the assets as between (1) the Private Plaintiffs, for
2 purposes of compensating the Private Plaintiffs and paying costs and attorneys' fees
3 incurred by counsel for the Private Plaintiffs, and (2) the United States, for purposes of
4 compensating aggrieved persons identified by the United States and paying the civil
5 penalty referenced in paragraph 31. All distributions to the Private Plaintiffs will be
6 made to the attorney-client trust account of Brancart & Brancart. Upon distribution, the
7 United States will specify the amounts distributed through a separate notice
8 ("Disbursement Notice") publicly filed with the Court. The Disbursement Notice will set
9 forth the amounts to be received by each individual or entity identified above. The
10 Defendant shall not have any right to object to the terms of the Trust instrument or to the
11 disbursements or the disbursement amounts identified in the Disbursement Notice.
12

13
14 42. No aggrieved person shall receive a disbursement of trust assets until she has executed
15 and delivered to counsel for the United States the release at Appendix F. The Private
16 Plaintiffs and the Defendant will execute mutual releases in the form of Appendix G.
17

18 **X. SUSPENDED JUDGMENT**

19 43. The Defendant has provided a financial disclosure statement and authorizations to release
20 information to the United States and the Private Plaintiffs in the forms of Appendix H
21 and has provided the documents and attachments required by that form ("Financial
22 Disclosure Statement"). The United States and the Private Plaintiffs have relied on the
23 accuracy and completeness of the Financial Disclosure Statement in entering into this
24 Consent Decree, particularly with respect to paragraphs 28-29, 34, and 43-47. The
25 Defendant warrants that the Financial Disclosure Statement is thorough, accurate, and
26 complete. The Defendant further warrants that he does not own or have an interest in any
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1 asset(s) that has not been disclosed in the Financial Disclosure Statement, and that he has
2 made no misrepresentations on, or in connection with, the Financial Disclosure
3 Statement.

4 44. In light of the Defendant's representations in connection with the Financial Disclosure
5 Statement, one million, two hundred sixty-five thousand dollars (\$1,265,000) of the
6 Judgment imposed by paragraph 28 will be suspended ("Suspended Judgment"). Neither
7 the United States nor the Private Plaintiffs will seek to enforce the Suspended Judgment
8 against assets identified in the Financial Disclosure Statement dated August 28, 2012.

9 Any assets owned by the Defendant, whether in whole or in part, which are not disclosed
10 or the value or status of which is misrepresented on the Financial Disclosure Statement
11 are not covered by this paragraph and will be available to satisfy the Suspended
12 Judgment.

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15 45. Any plaintiff may act to collect all or part of the amount of the Suspended Judgment,
16 including by conducting discovery designed to identify and locate assets not identified on
17 the Financial Disclosure Statement. The Defendant shall not oppose any such efforts.

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

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

8 **XI. VACATION OF EVICTION JUDGMENTS**

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

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

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

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

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

12 XIII. TIME FOR PERFORMANCE

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

21 XIV. MISCELLANEOUS

22 53. The parties shall act in good faith to comply with all requirements imposed by this
23 Consent Decree. The parties shall endeavor in good faith to resolve informally any
24 differences regarding interpretation of and compliance with this Consent Decree prior to
25 bringing such matters to the Court for resolution. However, in the event the United
26 States or the Private Plaintiffs contend that there has been a failure by the Defendant,
27
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1 whether willful or otherwise, to perform in a timely manner any act required by this
2 Consent Decree or otherwise to act in conformance with any provision thereof, the
3 United States and/or the Private Plaintiffs may move this Court to impose any remedy
4 authorized by law or equity, including, but not limited to, an order requiring performance
5 of such act or deeming such act to have been performed, and an award of any damages,
6 costs, and reasonable attorneys' fees which may have been occasioned by the violation or
7 failure to perform.
8

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

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

24 56. The United States and the Defendant will bear their own costs and attorneys' fees
25 associated with this litigation.
26
27
28

1 **IT IS SO ORDERED** this 13th day of September, 2012.

2
3 /s/ Jennifer L. Thurston
4 HON. JENNIFER L. THURSTON
5 United States Magistrate Judge
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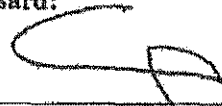
1 By their signatures below, the parties consent to the entry of this Consent Decree:

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Dated: Sept. 11, 2012

Respectfully submitted,

For Plaintiffs Carrie Hawecker and Michelle Broussard:

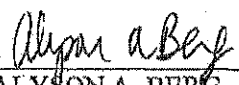


CHRISTOPHER BRANCART
SBN 128475
Brancart & Brancart
Post Office Box 686
Pescadero, CA 94060
Phone: (650) 879-0141
Fax: (650) 879-1103
E-mail: cbrancart@brancart.com

For Plaintiff United States of America:

BENJAMIN B. WAGNER
United States Attorney
Eastern District of California

STEVEN H. ROSENBAUM
Chief




ALYSON A. BERG
Assistant United States Attorney
2500 Tulare Street, Suite 4401
Fresno, CA 93721
Phone: (559) 497-4000
Fax: (559) 497-4099
Email: Alyson.Berg@usdoj.gov



R. TAMAR HAGLER
SBN 18944
Deputy Chief
COLLEEN M. MELODY
PAMELA O. BARRON
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
950 Pennsylvania Avenue NW
Northwest Building, 7th Floor
Washington, DC 20530
Phone: (202) 305-0616
Fax: (202) 514-1116
E-mail: Colleen.Melody@usdoj.gov

1 For Defendant Rawland Leon Sorensen:

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

10 
11 RAWLAND LEON SORENSEN
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Appendix A

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

Appendix B

NONDISCRIMINATION POLICY

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

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

Rawland Leon Sorensen or any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, familial status, or sex may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee should file a written complaint with the Independent Manager(s) by contacting _____.

The Independent Manager(s) shall immediately investigate the complaint and take the necessary remedial actions. An individual who believes that he or she is the victim of discrimination may also contact the U.S. Department of Housing and Urban Development at 1-800-440-8091 x 2493, or the U.S. Department of Justice at 1-800-896-7743 x 992 or 202-514-4713.

Appendix C

EMPLOYEE ACKNOWLEDGMENT

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

Signature

Print Name

Job Title

Home Address

Home Address Continued

Home Telephone Number

Date

RECORDING REQUESTED BY:

Rawland Leon Sorensen

AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

LIMITED POWER OF ATTORNEY

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

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

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

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

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

WITNESS my hand this 7th day of September, 2012.

Rawland Leon Sorensen
Rawland Leon Sorensen

STATE OF CALIFORNIA

COUNTY OF KERN

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

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

WITNESS my hand and official seal.

Kristin M. Nahama
Signature



Appendix E

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

FULL AND FINAL RELEASE OF CLAIMS

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

Executed this _____ day of _____, 2012.

Signature

Print Name

Home Address

Home Address Continued

MUTUAL RELEASE

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

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

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

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

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

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

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

This Release may be executed in counterparts.

///

///

///

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

Carrie Hawecker

Date

Michelle Broussard

Date

Rawland Leon Sorensen

Date

APPROVED AS TO FORM AND CONTENT BY:

Christopher Brancart
Attorney for Plaintiffs

Date

M. Greg Mullanax
Attorney for Defendant

Date

Appendix H



U.S. DEPARTMENT OF JUSTICE

*United States Attorney
Eastern District of California*

AUTHORIZATION TO RELEASE INFORMATION

To whom it may concern:

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

Print Full Name

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

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

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

Date

Signature

Phone Number

Print Full Name

Social Security Number

Date of Birth

Resident Street Address

City

State

Zip Code

GENERAL AUTHORIZATION FOR RELEASE OF RECORDS

TO WHOM IT MAY CONCERN:

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

Today's Date

Signature

Name/Print

Address

Social Security Number

Date of Birth

Telephone Number

Message Number



United States Attorney
Eastern District of California

INDIVIDUAL FINANCIAL DISCLOSURE STATEMENT

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

Section 1: Personal Information

1. Full Name: _____ Maiden name: _____

2. Other names ever used: _____

3. Birth date: _____ Social Security Number (SSN): _____

Place of birth (city, state & country): _____

4. Driver's license #: _____ State: _____ Exp. date: _____

5. Marital Status: Single Married Separated Divorced Widowed

6. Home address: _____

City: _____ State: _____ Zip: _____

Home phone: _____ Work phone: _____

Cell phone: _____ Email address: _____

7. Previous addresses (past 10 years): _____

City: _____ State: _____ Zip: _____

Dates at this address: _____

Prior to above address: _____

City: _____ State: _____ Zip: _____

Dates at this address: _____

8. Education. List all schools attended after high school (including trade schools and any other formal or informal training), years attended and degree obtained (if any):

9. Professional licenses:

Type: _____ Number: _____ Exp. date: _____

Type: _____ Number: _____ Exp. date: _____

Section 2: Family Information

10. Spouse/Companion's full name¹: _____ Maiden name: _____
11. Other names ever used: _____
12. Date of marriage: _____ Place of marriage: _____
13. Spouse's birth date: _____ Spouse's SSN: _____
14. Spouse's driver's license #: _____ State: _____ Exp. date: _____
15. Spouse's parents' full names: _____
16. List each family members full name and date of birth (include step parents, siblings and children):
- Father: _____ DOB: _____
- Mother: _____ DOB: _____
- Brothers: _____ DOB: _____
- _____ DOB: _____
- Sisters: _____ DOB: _____
- _____ DOB: _____
- Sons: _____ DOB: _____
- _____ DOB: _____
- _____ DOB: _____
- Daughters: _____ DOB: _____
- _____ DOB: _____
- _____ DOB: _____
17. Identify all persons living in your home and their relationship to you:
- Name: _____ Relationship: _____
- Name: _____ Relationship: _____
- Name: _____ Relationship: _____
- Name: _____ Relationship: _____
- Name: _____ Relationship: _____

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

Section 3: Employment Information

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

- Wage Earner Partner Retired
 Self-Employed Corporate Owner Unemployed

Occupation: _____ Position/title: _____

Name of business: _____

Primary business activity: _____

Business address: _____

City: _____ State: _____ Zip: _____

Business website: _____

Person to Contact: _____ Phone No.: _____

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

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

Employer Identification No.: _____ Percentage of ownership: _____

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

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

Business Name	Address	Owner?	Employment Dates

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

- Wage Earner Partner Retired
 Self-Employed Corporate Owner Unemployed

Occupation: _____ Position/title: _____

Name of business: _____

Primary business activity: _____

Business address: _____

City: _____ State: _____ Zip: _____

Business website: _____

Person to Contact: _____ Phone No.: _____

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

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

Employer Identification No.: _____ Percentage of ownership: _____

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

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

Business Name	Address	Owner?	Employment Dates

Section 4: Taxes

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

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

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

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

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

Section 5: Income

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

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

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

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

Name of Company: _____ Point of Contact and Phone No.: _____

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

Name of insurance company: _____ Policy No.: _____

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

Section 6: Expenses

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

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

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

Total of columns 1 and 2: \$ _____

³ Please itemize on separate sheet if amount exceeds \$50 per month.

Section 7: Assets

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

29. Checking account(s):

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

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

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

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

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

32. Other personal investments valued at current market value:

Owner	Description	Purchase Date	Value
			\$
			\$
			\$

33. Other business investments at current market value:

Owner	Description	Purchase Date	Value
			\$
			\$
			\$

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

Owner	Description	Purchase Date	Value
			\$
			\$
			\$

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

Owner	Description	Purchase Date	Value
			\$
			\$
			\$

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

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

Secondary home address: _____

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

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

Total Liens: \$ _____ Lien Holders: _____

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

Address: _____ Type: _____

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

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

Total Liens: \$ _____ Lien Holders: _____

Address: _____ Type: _____

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

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

Total Liens: \$ _____ Lien Holders: _____

Address: _____ Type: _____

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

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

Total Liens: \$ _____ Lien Holders: _____

38. Cars, trucks and other vehicles:

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

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

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

40. Total current value of all personal assets:

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

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

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

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

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

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

Description: _____ \$ _____

Trustee name: _____ Phone No.: _____

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

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

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

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

Description of Asset	Value
	\$
	\$
	\$
	\$
	\$

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

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

Section 8: Liabilities

48. Mortgage/loan on home. Primary loan current Balance: \$ _____
 Secondary loan current Balance: \$ _____

Attach copy of recent mortgage statement and if refinanced or purchased within the last 3 years, attached copy of the loan application.

49. Credit cards. Do you or your spouse have any credit cards? Yes No If yes, provide details and attach copies of the most recent statements:

Creditor Card Company	Account No. Last 4 Digits	Balance	Monthly Payments
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

50. Other loans. Do you or your spouse have any other loans payable? Yes No
 If yes, provide details and attach copies of the most recent statements and loan applications submitted within the last 3 years:

Creditor Name and Address	Type	Balance	Monthly Payments
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

51. Are there any judgements against you? Yes No If yes, provide details:

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

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

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

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

Description	Anticipated Debt
	\$
	\$
	\$

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

Creditor Name	Amount of Debt
	\$
	\$
	\$

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

Description	Amount of Debt
	\$
	\$
	\$
	\$

Section 9: Other Information

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

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

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

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

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

Date	Jurisdiction	Case Number	Status

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

Date	Jurisdiction	Case Number	Persons Involved and Status

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

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

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

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

62. Are you a participant in a profit sharing plan? Yes No

If yes, name of plan: _____ Value in plan: \$ _____

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

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

Description	Type	Relationship to You

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

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

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

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

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

Type of Policy	Company Name	Policy Number	Coverage Limits

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

Asset Description	Location	Value
		\$
		\$
		\$
		\$

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

PLEASE READ CAREFULLY BEFORE SIGNING

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

Date

Signature

Print Full Name

Date

Signature of Spouse/Companion

Print Full Name of Spouse/Companion

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

Date

Signature

Relationship

Print Full Name

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

Revised February 2010

#	Details

_____ Date

_____ Signature

Appendix I

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

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