

NO. 2006-CI-04305
CONSOLIDATED WITH NO. 2004-CI-14729

THE STATE OF TEXAS	§	IN THE DISTRICT COURT
Plaintiff	§	
v.	§	
	§	
ANDREW S. HUIZAR and	§	
EDWARD S. HUIZAR	§	
f/d/b/a A&E Investments	§	
d/b/a Harper Enterprises	§	
f/d/b/w Dilley Mobile Homes,	§	BEXAR COUNTY, TEXAS
and	§	
	§	
DAVID BARROSO	§	
d/b/a SWEET HOMES	§	
Defendants	§	
and	§	
	§	
LUIS HUIZAR, JR.	§	
d/b/a AFFORDABLE HOMES	§	<u>407TH</u> JUDICIAL DISTRICT

FINAL AGREED JUDGMENT AS TO ANDREW S. HUIZAR AND EDWARD S. HUIZAR, DEFAULT JUDGMENT AS TO DAVID BARROSO, AND PERMANENT INJUNCTION AS TO ALL

On the 21st day of August, 2007, came on for hearing the above entitled and numbered cause in which the STATE OF TEXAS is Plaintiff and ANDREW S. HUIZAR, EDWARD S. HUIZAR, DAVID BARROSO, and LUIS HUIZAR, JR. are the Defendants. The Plaintiff appeared by and through Attorney General Greg Abbott. Defendant ANDREW S. HUIZAR appeared through his attorney Roberto Vargas and announced his agreement to this judgment. Defendants EDWARD S. HUIZAR, represented by Attorney Steve Price, has agreed to this Judgment. Defendant DAVID BARROSO, represented by Attorney Gershen Cohen, was duly served according to the Rules of Civil Procedure, filed and answer, but failed to appear. He previously had announced on August 7, 2007 that neither he or his client would sign or

contest this judgment. Defendant LUIS HUIZAR, JR. could not be found and was not served. Having examined the record and finding that the service of citation has been on file for at least ten (10) days prior to the entry of this judgment as required by Rule 239, and having read and considered the pleadings, the evidence, and the arguments of counsel for the Plaintiff, the Court hereby enters the judgment as prayed for by Plaintiff.

I. Findings of Fact and Conclusions of Law

Defendants ANDREW S. HUIZAR and EDWARD S. HUIZAR agree and the Court finds that Defendants ANDREW S. HUIZAR, EDWARD S. HUIZAR, and DAVID BARROSO have in the course of trade and commerce engaged in false, misleading and deceptive acts and practices, in violation of the Texas Manufactured Housing Standards Act, TEX. OCC. CODE §1201.001 *et seq.*, and the Texas Deceptive Trade Practice Act, TEX. BUS. COME CODE §17.46(a)(b) as follows:

(A) Selling manufactured homes to consumers without providing the consumer with good and marketable title with all back rent and taxes paid and free of all liens and encumbrances, in violation of TEX. OCC. CODE §§1201.451, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition:

(B) Selling manufactured homes to consumers without providing the consumer with a written 60 day warranty of habitability, in violation of TEX. OCC. CODE §§1201.455, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(C) Selling manufactured homes to consumers without providing the consumer with a notice regarding formaldehyde, in violation of TEX. OCC. CODE §§1201.153, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition:

(D) Selling manufactured homes to consumers without providing the consumer with the disclosures required, including a notice of a right of rescission in violation of TEX. OCC. CODE §§1201.162, 1201.1521, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(E) Selling manufactured homes to consumers from unbonded and unlicensed locations, in violation of TEX. OCC. CODE §§1201.107, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(F) Deceptively selling manufactured homes to consumers without a license duly issued by MHD, in violation of TEX. OCC. CODE §§1201.101(b)(c)(f)(g), 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(G) Deceptively selling manufactured homes to consumers by promising appliances would be provided with the home and then failing to provide a habitable home with the appliances promised, in violation of TEX. OCC. CODE §§1201.453, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(H) Accepting purchase money for a manufactured home, failing to deliver the manufactured home to the purchaser, and failing to return the purchase money or deposit, in violation of TEX. OCC. CODE §§1201.151, 1201.603, regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(I) Deceptively selling manufactured homes to consumers by promising specific appliances would be provided with the home and then failing to provide a habitable home with the appliances promised, thereby representing that goods have characteristics, ingredients, uses, benefits, or quantities which they do not have, in violation of TEX. BUS. COM. CODE §17.46(b)(5),

regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(J) Deceptively selling manufactured homes to consumers by promising specific appliances would be provided with the home and then failing to provide a habitable home with the appliances promised, thereby representing that goods or services are of a particular standard or quality, if they are of another in violation of TEX. BUS. COM. CODE §17.46(b)(7), regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(K) Accepting purchase money for a manufactured home, failing to deliver the manufactured home to the purchaser, and failing to return the purchase money or deposit, thereby advertising goods with intent not to sell them as advertised, in violation of TEX. BUS. COM. CODE §17.46(a)(b)(9), regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition;

(L) Deceptively selling manufactured homes to consumers without disclosing that unpaid taxes remain to be paid on the home or that the seller has not paid or cannot or will not pay financiers or floor planners their security interest, thereby failing to disclose information which was known at the time of the transaction when such failure to disclose such information was intended to induce the consumer into a transaction into which the consumer would not have entered had the information been disclosed, in violation of TEX. BUS. COM. CODE §17.46(b)(24), regarding the consumers in paragraphs 9.1 through 9.57 of Plaintiff's Third Amended Original Petition; and

(M) Deceptively selling manufactured homes to consumers without complying with all the requirements for the sale of manufactured homes as set out in the Manufactured Housing Standards Act and without a license duly issued by MHD, implicitly representing that Defendants

have the right to sell the home even though prohibited by doing so by TEX. OCC. CODE §§1201.101(b)(c)(f)(g), thereby representing that an agreement confers or involves rights which are prohibited by law, in violation of TEX. BUS. COM. CODE §17.46(b)(12).

The Court further finds that Defendants' indebtedness to the State of Texas for civil penalties, identified in paragraph VI below, having been found by this court to constitute a civil fine or penalty to and for a governmental unit and not compensation for actual pecuniary loss, is a debt that will be nondischargeable in any subsequently filed bankruptcy proceeding under either Chapter 7 or Chapter 11 and that, in the event a voluntary or involuntary chapter 7 or chapter 11 bankruptcy proceeding is commenced against these Defendant debtors, the debtors cannot contest either directly or indirectly, future attempts if any, by the State of Texas to have such debt declared nondischargeable in accordance with 11 U.S.C. § 523(a)(7).

II. Permanent Injunction

IT IS THEREFORE A JUDGED, ORDERED, AND DECREED that Defendants ANDREW S. HUIZAR, EDWARD S. HUIZAR, and DAVID BARROSO, their agents, servants, employees, and attorneys and those other persons in active concert or participation with them who receive actual notice of this injunction by personal service or otherwise, are restrained and enjoined from engaging in the following acts:

- A) Selling manufactured homes to anyone without possessing a license duly issued by MHD;
- B) Selling manufactured homes to consumers without providing the consumer with good and marketable title with all back rent and taxes paid and free of all liens, security interests, and encumbrances, in violation of TEX. OCC. CODE §1201.451;
- C) Selling manufactured homes to consumers without providing the consumer with a written

60 day warranty of habitability, in violation of TEX. OCC. CODE §1201.455;

D) Selling manufactured homes to consumers without providing the consumer with a notice regarding formaldehyde, in violation of TEX. OCC. CODE §1201.153;

E) Selling manufactured homes to consumers without providing the consumer with the required disclosures, including a notice of a right of rescission, in violation of TEX. OCC. CODE §1201.162 and 1201.1521;

F) Selling manufactured homes to consumers without contractually providing that a bond identified to a license and on file with the MHD applies to a sale being made to a consumer, in violation of TEX. OCC. CODE §§1201.107, 1201.603;

G) Using, allowing, or causing salespersons or employees who do not possess a license duly issued by MHD, to sell or install manufactured homes;

H) Accepting deposits or purchase money for the purchase of a home, then failing to provide the home or refund the deposit or purchase money as required by statute or within 14 days of the sale;

I) Promising appliances, benefits, or attachments to induce the sale of a home, then failing to provide the appliances, benefits, or attachments upon tender or delivery of the purchased home;

J) Lending, renting, leasing, or allowing another person to use for any reason or for any consideration, a license issued by MHD which is not in the name of the person to whom the license was issued;

K) Using, borrowing, or paying another person to use, for any reason or for any consideration, a license issued by MHD in order to advertise, promote, accept consideration for, or engage in, sales or installation of manufactured homes;

L) Promoting, purchasing for resale, brokering, advertising, selling, marketing, or installing, manufactured homes or in any way, directly or indirectly, working in the manufactured housing industry.

III. Damages for Identifiable Persons

It is ADJUDGED that the State of Texas recover from Defendants all the money or other property taken from identifiable persons by means of unlawful acts or practices, or the damages to compensate for losses, pursuant to DTPA §17.47(d), and that upon collection by the State of such monetary awards, to disperse such funds to the following identifiable persons.

Judgment Against Defendants Andrew S. Huizar,
Edward S. Huizar and David Barroso

It is ADJUDGED that the State of Texas recover from Defendants Andrew S. Huizar, Edward S. Huizar and David Barroso, jointly and severally, the following amounts, minus payments made by the surety as set out in Attachment A, for the following identifiable persons:

3.1. Karen Caveness	\$ 8,568.54
3.2. Tim Ford	\$ 2,808.20
3.3. Zenon Mata	\$ 500.00
3.4. Georgia McInvale	\$ 3,261.40
3.5. Jon P. Sanders	\$13,312.77
3.6. Candice Schulte	00.00
3.7. Eva Jo Willet	\$11,000.00
3.8. Wilson Whitetails, Inc.	\$ 2,000.00
3.9. Robert Green	\$ 1,440.48
3.10. Gerald Brandt	\$ 4,670.00

3.10(a). Joe and Margaret Vasbinder \$ 3,156.65 as prayed for in Cause No. 2004-CI-14729.

The Court finds that the above named consumers have been damaged a total of **\$50,718.04** by Defendants Andrew S. Huizar, Edward S. Huizar and David Barroso. However, because Defendant Barroso's surety bond has paid a total of **\$10,611.74** to consumers Caveness and Ford before the bond was depleted, the Court awards the State of Texas a total of **\$40,106.30** against Defendants Andrew S. Huizar, Edward S. Huizar and David Barroso, jointly and severally, for the benefit of these consumers. This amount includes **\$4,609.72** paid to some of the above consumers from the Texas Home Owners Recovery Fund and to be returned to this fund, all as set out in Attachment A.

Judgment Against Defendant Andrew S. Huizar

It is ADJUDGED that the State of Texas recover from Defendant Andrew S. Huizar, individually, the following amounts, as set out in Attachment A, for the following identifiable persons::

3.11. Jesus Martinez \$ 500.00

3.12. Evarista Gomez (partial) \$ 3,000.00

For a total damage award of **\$3,500.00** against Defendant Andrew S. Huizar, individually.

Judgment Against Defendant Edward S. Huizar

It is ADJUDGED that the State of Texas recover from Defendant Edward S. Huizar, individually, the following amounts, as set out in Attachment A, for the following identifiable persons:

3.13. Carter Brakefield \$ 1,470.00

3.14. Clint Ringo \$10,381.83

3.15. Carol Jacoby	\$10,527.00
3.16. Jerrel & Sharon Fleming	\$10,643.85
3.17. Michael V. Dobbins	\$ 900.00
3.18. Kristina Wiatrek	00.00
3.19. Nicholas Hubbard	\$28,000.00
3.20. Norma Saenz	\$13,610.00
3.21. Luis P. Salinas	\$50,000.00
3.22. Joe and Maria Barajas	\$21,722.55
3.23. M. Jane Thomas	\$55,000.00
3.24. Estella Hernandez	\$15,520.00

For a damage award of **\$217,775.23** for consumers in paragraphs 3.13 through 3.24.

Judgment Against Defendant Edward S. Huizar for joint actions with Luis Huizar, Jr.

It is ADJUDGED that the State of Texas recover from Defendant Edward S. Huizar the following amounts, as set out in Attachment A, for the following identifiable persons:

3.26. Anthony Mata	\$ 6,200.00
3.27. Felipe Antonio Balderon	\$ 9,000.00
3.28. Jose Gatica	\$18,295.00

For a damage award of **\$33,495.00** for consumers in paragraphs 3.26 through 3.28 for a total damage award of **\$251,270.23** against Defendant Edward S. Huizar, individually,

Judgment Against Defendant David Barroso

It is ADJUDGED that the State of Texas recover from Defendant David Barroso, individually, the following amounts, minus payments made by the surety as set out in Attachment

A, for the following identifiable person

3.12.(a) Evarista Gomez (partial)	\$10,820.00
3.29. Jeannie L. Brown	\$ 2,116.20
3.30. Jennifer Forga	\$ 2,458.19
3.31. Dan Gamblin	00.00
3.32. James & Eileen Gibson	00.00
3.33. Albert Gomez	\$ 3,904.00
3.34. Martha Gomez	\$ 1,219.32
3.35. Steven & Irene Gonzalez	\$ 4,916.09
3.36. Robert Graziano	\$ 2,331.75
3.37. Debra & Rich Hoeboeke	\$ 5,150.46
3.38. John Johanson	\$ 415.78
3.39. Cecil and Lisa Lincoln	\$ 2,800.00
3.40. Russel Luce	\$ 3,723.52
3.41. Mark IV Services	00.00
3.42. Richard Mason	00.00
3.43. Scott & Shanon McCreless	\$ 1,966.32
3.44. John Miller	00.00
3.45. Matt & Rhonda Molter	\$ 2,708.00
3.46. Justin Mooney	\$3,464.55
3.47. Julio Ortiz	\$5,000.00
3.48. Maria Elena Peralta	0.00

3.49. Vester Potter	\$1,753.20
3.50. Gary Schroeder	\$ 23,405.00
3.51. John Squire	\$ 1,250.00
3.52. John Squire (2 nd complaint)	\$ 950.00
3.53. Hector Suarez	\$ 1,900.00
3.54. Perry Wheeler	\$28,500.00
3.55. Theska Wilson	00.00
3.56. Amy Bob	\$3,670.76
3.57. Laura Beltran	\$1,300.00

The Court finds that the above named consumers in paragraphs 3.12(a), and 3.29 through 3.57 have been damaged a total of **\$115,723.14** by Defendant David Barroso. However, because Defendant Barroso's surety bond has paid a total of **\$22,577.08** to some of these consumers before the bond was depleted, the Court awards the State of Texas a total of **\$82,326.06** against Defendant David Barroso, individually, for the benefit of these consumers. This damage award includes **\$65,860.92** paid to some of the above consumers from the Texas Home Owners Recovery Fund and to be recovered and returned to this fund, all as set out in Attachment A.

IV. Order for Issuance of Statements of Location

It is further ORDERED that the State of Texas, through the Manufactured Housing Division of the Texas Department of Housing and Community Affairs (MHD-TDHCA), is to issue Statements of Ownership and Location (SOLS) to the persons for the homes identified and set out in Attachment B. In the event that after the date of this judgment, other homeowners are discovered who purchased homes with pre-existing tax liens from any of these Defendants. MHD-TDHCA is authorized to

investigate these claims and issue SOLS to these persons provided these homeowners pay the post-sale taxes which are due on such homes. It is noted that many of the homeowners listed in Attachment A who did not receive good SOLs from Defendants, eventually paid off the previous tax liability and obtained good title or else originally received an SOL upon which a prior existing tax lien was subsequently filed. The homeowners who have been unable to obtain unclouded SOLs are shown in Attachment B.

V. Order Limiting Homeowner Liability and Tax Liens to Post Sale Property Taxes

5.1. The Court finds that the consumers listed in Attachment A who purchased homes from Defendants with prior outstanding tax liens:

A) were buyers in the ordinary course of business and in accordance with TEX. TAX CODE, §32.03(a), any tax liens on their homes relating to taxes that arose prior to their purchase from any of the Defendants may not be enforced, even if properly recorded;

B) were bona fide purchasers of their manufactured homes and in accordance with TEX. TAX CODE, §32.03(b), have no personal liability for taxes that arose on their homes prior to the date of their purchase from any of the Defendants; and

C) were victims of consumer fraud because the outstanding tax liens on these homes were not disclosed to them prior to the purchase of their homes from any of these Defendants, in violation of TEX. BUS. COMM. §17.46(b)(24), and as such, any tax liability imposed on these consumers and any tax lien attaching to their homes from these transactions resulted from consumer fraud and is unenforceable.

5.2. Accordingly, IT IS FURTHER ORDERED that all those persons and their spouses and devisees listed in Attachment A are not liable for property taxes which accrued on their homes prior

to the time they purchased them from any of the Defendants and all tax liens on these homes for taxes prior to the date of sale to these consumers are unenforceable. Accordingly, all taxing districts, appraisal districts and all tax collection attorneys should withdraw and dismiss all pending tax lawsuits against any of these homeowners for property taxes and release all tax liens on their homes for taxes which accrued on these homes prior to the date they purchased the home from any of the Defendants, leaving the Defendants solely and personally liable for taxes as may be appropriate for each home. Nothing in this Order is to be interpreted to mean that these homeowners are not liable for property taxes on these homes after the date of sale to them. Additionally, IT IS ORDERED that should MHD-TDHCA later discover other homeowners who purchased homes from any of the Defendants and which were clouded with pre-existing tax liens, the names of these homeowners and the identifying information for the home are to be sent to the taxing district that has sued the homeowner so that such taxing district may withdraw its lawsuit against such homeowners and release its tax lien and MHD-TCHCA may issue the appropriate SOL.

VI. Judgment Against Defendants
for DTPA violations and for Attorney Fees

It is further ADJUDGED that the State of Texas recover the following amounts from the following Defendants for failure to provide good and marketable title and other violations regarding the 79 homes that they sold to the various consumers. in violation of TEX. OCC. CODE §§1201.451, 1201.603 and also in violation of the Texas Deceptive Trade Practices Act, TEX. BUS. COMM. CODE §17.46(a)(b)(24), at the rate of \$1,000 per home, as follows:

Against ANDREW S. HUIZAR, EDWARD S. HUIZAR, and DAVID BARROSO, jointly and severally, for failure to provide good and marketable title to 18 homes while operating under

the names of Sweet Mobile Homes and under the name A&E Investments, the amount of \$18,000.00 as a civil penalty and the amount of \$28,341.35 to reimburse the State for expenses and costs of litigation.;

Against ANDREW S. HUIZAR, individually, for failure to provide good and marketable title to 2 homes, the amount of \$2,000 as a civil penalty and the amount of \$3,149.04 to reimburse the State for expenses and costs of litigation.;

Against EDWARD S. HUIZAR, individually, for failure to provide good and marketable title to 29 homes, the amount of \$29,000 as a civil penalty and the amount of \$45,661.06 to reimburse the State for expenses and costs of litigation.;

Against DAVID BARROSO, individually, for failure to provide good and marketable title to 29 homes while operating under the name of Sweet Mobile Homes, the amount of \$29,000 as a civil penalty and the amount of \$45,661.06 to reimburse the State for expenses and costs of litigation.

ACCORDINGLY, It is ADJUDGED that the State of Texas recover the total amount of **\$388,022.59 in damages, \$79,000 in civil penalties, and \$122,812.50 in attorneys fees** apportioned among the Defendants as set out above and in Attachment A for a **total judgment award of \$589,835.09**. It is noted that some of the amounts to be paid or which may have been paid to consumers from the surety bond through the Home Owners Recovery Trust Fund but not yet recorded may be subtracted from the amount upon confirmation of the final payment from the surety bond.

VII. Nonsuit as to Defendant Luiz Huizar, Jr.

Because Defendant Luiz Huizar, Jr. could not be found for service of process and because he has been indicted by the Bexar County District Attorney's office in *State of Texas vs. Luis Sifuentes Huizar*, No. 2007-CR-3773B (144th Dist. Ct. Bexar County, Texas), the State non-suits and dismisses only Defendant Luis Huizar, Jr. from this lawsuit.

VIII. Miscellaneous Provisions

It is further ORDERED that interest at the rate of ten (10%) per cent per year will accrue on all sums owing from the date of judgement.

It is further ORDERED that Defendants are assessed all costs herein.

It is further ORDERED that the clerk of this court shall issue a writ of PERMANENT INJUNCTION, without bond, as set out above.

It is further ORDERED that the State of Texas have all writs of execution and other process necessary to enforce this judgment.

All relief not granted herein is hereby denied. **SEP 17 2007**

Signed and entered this ____ day of _____, 2007.

RAUL N. NORIEGA
JUDGE, 4TH DISTRICT COURT

JUDGE PRESIDING

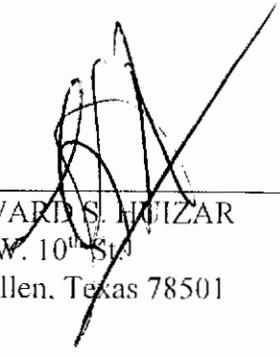
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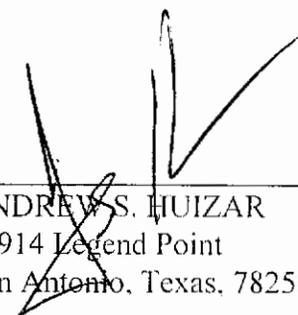
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DEFAULT JUDGMENT, AGREED JUDGMENT AND PERMANENT INJUNCTION, Final Page

ATTACHMENT A - Damages

See Legend on Page 3

MH No.	Par. No.	AG CF No.	MHD CF No.	OWNER/PURCHASER	Problem	Good Title	MH recv	Damages Payment	HORTF Payment	Surety Payment
A&E + Barroso										
1	9.1	s189115	2005001116-L	Cavaness, Karen	back taxes; SOL	n	y	8,568.54	765.00	7,803.54
2	9.2	s189530	2005001190-L	Ford, Tim	back taxes; SOL	n	y	2,808.20		2,808.20
3	9.3	s157292	2004000448-TH	Mata, Zenon	back taxes; SOL; AC	n	y	500.00		
4	9.4	s189532	2005001166-L	McInvale, Georgia	back taxes; SOL	n	y	3,261.40	3,261.40	
5	9.5	s179929	2005000395-L	Sanders, Jon P	back taxes	n	y	13,312.77		
6	9.6		2004000577-T	Schulte, Candice	title problems	n	y			
7	9.7	s155011		Willet, Eva Jo	cancelled deal; partial reimb	n	n	11,000.00		
8	9.8	s145939	2003001878-T	Wilson Whitetails Inc.	AC & appliance problems	y	y	2,000.00		
9	9.9		2005001107-LRV	Green, Robert	back taxes; SOL	n	y	1,440.48	583.32	
10	9.10	s208599	2005000961-LRV	Brandt, Gerald	back taxes; SOL	n	y	4,670.00		
11	9.10	s208599	2005000962-LRV	Brandt, Gerald	back taxes; SOL	n	y			
12	9.10	s208599	2005000963-LRV	Brandt, Gerald	back taxes; SOL	n	y			
13	9.10	s208599	2005000964-LRV	Brandt, Gerald	back taxes; SOL	n	y			
14	9.10	s208599	2005000965-LRV	Brandt, Gerald	back taxes; SOL	n	y			
15	9.10	s208599	2005000966-LRV	Brandt, Gerald	back taxes; SOL	n	y			
16	9.10	s208599	2005000967-LRV	Brandt, Gerald	back taxes; SOL	n	y			
17	9.10	s208599	2005000968-LRV	Brandt, Gerald	back taxes; SOL	n	y			
18	9.10	s208599	2005000969-LRV	Brandt, Gerald	back taxes; SOL	n	y			
19			Cause No. 2004-CI-14729	Vasbinder, Margaret & Joe	back taxes; SOL	n	y	3,156.65		
A&E + Barroso Totals										
								50,718.04	4,609.72	10,611.74
Andy Huizar										
20	9.11	s186781		Martinez, Jesus	repairs, SOL, AC problem	n	y	500.00		
21	9.12	s183288	2005000868-L	Gomez, Evarista	paid for home; not delivered	n	n	3,000.00		
Andy Huizar Totals										
								3,500.00		
Eddy Huizar										
22	9.13	s214678		Brakefield, Carter	wrong home, install, taxes, aplcs.	n	n	1,470.00		
23	9.14	s216957		Ringo, Clint	back taxes; SOL	n	y	10,381.83		
24	9.15	s218972		Jacoby, Carol	back taxes; SOL	n	y	10,527.00		
25	9.16	s219727		Fleming, Jerrell & Sharon	wrong home, install, taxes, aplcs.	n	y	10,643.85		
26	9.16	s219727		Fleming, Jerrell & Sharon	wrong home, install, taxes, aplcs.	n	y			
27	9.16	s219727		Fleming, Jerrell & Sharon	wrong home, install, taxes, aplcs.	n	y			
28	9.16	s219727		Fleming, Jerrell & Sharon	wrong home, install, taxes, aplcs.	n	y			
29	9.17	s225702		Dobbins, Michael V.	back taxes	n	y	900.00		
30	9.18	s225703		Wiatrek, Kristina	SOL + damages with appliances	n	y			
31	9.19	s225987		Hubbard, Nicholas	paid for home; not delivered	n	n	8,500.00		
32	9.19	s225987		Hubbard, Nicholas	paid for home; not delivered	n	n	5,500.00		
33	9.19	s225987		Hubbard, Nicholas	paid for home; not delivered	n	n	14,000.00		

ATTACHMENT A - Damages

See Legend on Page 3

MH No.	Par. No.	AG CF No.	MHD CF No.	OWNER/PURCHASER	Problem	Good Title	MH recy	Damages	HORTF Payment	Surety Payment
34	9.19	s225987		Hubbard, Nicholas	home delivered; owner resold it	n	y	0.00		
35	9.19	s225987		Hubbard, Nicholas	home not paid; not delivered	n	n	0.00		
36	9.20	s226728		Saenz, Norma E.	paid for home; not delivered	n	n	13,610.00		
37	9.21	s226465		Salinas, Louis P.	no title, liens on property	n	y	50,000.00		
38	9.21	s226465		Salinas, Louis P.	no title, liens on property	n	y			
39	9.21	s226465		Salinas, Louis P.	no title, liens on property	n	y			
40	9.21	s226465		Salinas, Louis P.	no title, liens on property	n	y			
41	9.21	s226465		Salinas, Louis P.	no title, liens on property	n	y			
42	9.22	s228084		Barajas, Joe & Maria	paid for home; not delivered	n	y	21,722.55		
43	9.23	s227465		Thomas, M. Jane	paid for home; not delivered	n	n	55,000.00		
44	9.23	s227465		Thomas, M. Jane	paid for home; not delivered	n	n			
45	9.23	s227465		Thomas, M. Jane	paid for home; not delivered	n	n			
46	9.23	s227465		Thomas, M. Jane	paid for home; not delivered	n	n			
47	9.24	s227930		Hernandez, Estella	paid for home; not delivered	n	n	15,520.00		
				Eddy Huizar Totals				217,775.23		
48	9.26	s229861		Edward Huizar & Luis Huizar Jr.						
49	9.27	s195094		Mata, Anthony	paid for home; not delivered	n	n	6,200.00		
50	9.28	s236268		Balderon, Felipe Antonio Gatica, Jose	paid for home; not delivered bank foreclosed Huizar; C evicted n	n	n	9,000.00 18,295.00		
				Edward Huizar & Luis Huizar Jr. Totals				33,495.00		
21	9.12	s183288	2005000868-L	Gomez, Evarista	paid for home; not delivered	n	n	10,820.00		
51	9.29	s187714		Brown, Jeanne L	back taxes; SOL	n	y	2,116.20		
52	9.30	2006000243-LRV		Forga, Jennifer	SOL problems	n	y	2,458.19	2,458.19	
53	9.31	2006000400-LRV		Gamblin, Dan	SOL problems (unspec taxes)	n	y			
54	9.32	2006000044-LRV		Gibson, James and Eileen	SOL problems (unspec taxes)	n	y			
55	9.33	2006000242-LRV		Gomez, Albert	SOL, install	n	y	3,904.00	3,904.00	
56	9.34	s244170		Gomez, martha	taxes, SOL re deceased husband	n	y	1,219.32		
57	9.35	20050001260-LRV		Gonzales, Steven and Irene	back taxes; SOL	n	y	4,916.09		4,916.09
58	9.36	s141307	2005000142-L	Graziano, Robert & Jen G	back taxes; SOL	n	y	2,331.75		
59	9.37	2005001257-II		Hoedebecke, Debra & Rich	SOL, wants inspection	n	y	5,150.46		5,150.46
60	9.38	2005000445-W		Johanson, John	repairs	y	y	415.78		
61	9.39	2005001301-L		Lincoln, Cecil and Lisa	repairs; SOL	n	y	2,800.00		
62	9.40	2005001297-L		Luce, Russel	back taxes; SOL	n	y	3,723.52	3,723.52	
63	9.41	2006000207-L		Mark IV Services	warranty/repair problems	y	y			
64	9.42	2006000163-IV		Mason, Richard	installation problems	y	y			

ATTACHMENT A - Damages

See Legend on Page 3

MH No.	Par. No.	AG CF No.	MHD CF No.	OWNER/PURCHASER	Problem	Good Title	MH recv	Damages	HORTF Payment	Surety Payment
65	9.43		2005001324-LRV	McCreless, Scott & Shannon	back taxes; SOL	n	y	1,966.32	39.80	
66	9.44		2006000339-LRV	Miller, John	back taxes; SOL; installation	n	y			
67	9.45		2005001296-LRV	Molter, Matt and Rhonda	title problems	n	y	2,708.00	415.22	2,292.78
68	9.46		2005001299-L	Mooney, Justin	back taxes; SOL	n	y	3,464.55		3,464.55
69	9.47	a194914	2006000324-LRV	Ortiz, Julio	paid for home; not delivered	n	n	5,000.00		5,000.00
70	9.48	s225300	2006000206-L	Peralta, Maria Elena	back taxes; SOL	n	y	0.00		
71	9.49		2005000794-LRV	Potter, Vester	back taxes; SOL	n	y	1,753.20		1,753.20
72	9.50		2005000023-WU	Schroeder, Gary	back taxes; SOL	n	y	23,405.00	23,405.00	
73	9.51		2006000165-IV	Squire, John	warranty/repair problems	y	y	1,250.00	1,250.00	
74	9.52		2006000158-IV	Squire, John	warranty/repair problems	y	y	950.00	950.00	
75	9.53		2006000245-LRV	Suarez, Hector	back taxes; SOL	n	y	1,900.00	1,215.19	
76	9.54		2005001367	Wheeler, Perry	back taxes; SOL	n	y	28,500.00	28,500.00	
77	9.55		2005001366-W	Wilson, Theska	back taxes; SOL	n	y			
78	9.56	s225306		Bob, Amy	back taxes; SOL; installation	n	y	3,670.76		
79	9.57	s162659		Beltran, Laura	dn payment not refunded	n	n	1,300.00		
								115,723.14	65,860.92	22,577.08
								TOTALS		
								421,211.41	70,470.64	33,188.82
								388,022.59		
								79,000.00		
								122,812.50		
								589,835.09		

LEGEND

MH No. - A unique spreadsheet number for the home out of total of 78

Par. No. 3APOP - The paragraph number in Plaintiff's 3rd Amended Petition where claim is plead

AG CF No. - The Attorney General's complaint file number

MHD CF No. - The Manufactured Housing Division's complaint file number

OWNER/PURCHASER - Name of purchaser who bought home from Defendant

PROBLEM - brief description of problem causing damages

GOOD TITLE y/n - Yes or No as to whether owner/purchaser was provided with good title

MH recv y/n - Yes or No as to whether the owner/purchaser received the home

Damages - In dollar amount for that owner/purchaser

HORTF payment - Amount paid to owner/purchaser from State's Home Owners Recovery Trust Fund

Surety payment - Amount paid to owner/purchaser from Barroso's surety bond

**ATTACHMENT B
LIST OF OWNERS TO BE ISSUED SOLS**

3rdA POP #	AG CF No.	MHD CF No.	OWNER/PURCHASER	HUD LABEL #	SERIAL #
9.9		2005001107-LRV	Green, Robert	RAD1242622/3	TXFLY84A/B18069GH11
9.11	s186781		Martinez, Jesus	PFS0401972	HOTX10a04522a/b
9.14	s216957		Ringo, Clint	NTA 927764/5	MSB9528705(1/2)N19956
9.17	s225702		Dobbins, Michael V.	TRA0258210/11	HOTX09905154
9.18	s225703		Wiatrek, Kristina	NTA0769355	HOTX10A03201A/B
9.19	s225987		Hubbard, Nicholas	NTA0776153/54	HOTX10A03031A/B
9.20	s226728		Saenz, Norma E.	PFS447257	AHO097580
9.21	s226465		Sajinas, Louis P.	PFS0538207	MP224921
9.21	s226465		Sajinas, Louis P.	NTA0754049/50	HOTX08807106A/B
9.21	s226465		Sajinas, Louis P.	NTA0608782	HOTX08804992
9.21	s226465		Sajinas, Louis P.	GEO1255543	HOGA17H08379A
9.22	s228094		Barajas, Joe & Maria	NTA0565970	HOTX10A01303A
9.23	s227465		Thomas, M. Jane	NTA4565971	HOTX10A01303B
9.23	s227465		Thomas, M. Jane	NTA0673161	HOTX09903433
9.23	s227465		Thomas, M. Jane	ARK0043640	SCAR29468046187
9.25		2005001107-LRV	Green, Robert	RAD1242622/3	TXFLY84A/B18069GH11
9.26	s229861		Mata, Anthony	NTA0885064	HOTX88016
9.34	s244170		Gomez, Martha	NTA0867291/2	
9.54		2005001367	Wheeler, Perry	PFS0504545/6	
		2004-CI-14729	Vasbinder, Margaret & Joe	PFS0706794	