

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
CRIM. NO. 21-00189 (CJN)

UNITED STATES OF AMERICA,
Plaintiff,

v.

RICHARD L. HARRIS,
Defendant.

**DEFENDANT’S MOTION TO ACCEPT
AFFIDAVIT IN LIEU OF LIEN**

The Defendant, Richard Harris, through undersigned counsel, moves this Court to accept the attached Affidavit of his father, Frederick Harris, Jr., (“Fred Harris”), in lieu of a lien being placed on his father’s home, and states that:

At the conclusion of a hearing addressing Mr. Harris’s Motion For Bond Review on May 19, 2021, this Court granted the motion and ordered *ore tenus* that the Defendant be released from custody pending resolution of the instant charges. To ensure Mr. Harris’s appearance at all future proceedings, the Court imposed several conditions of release. Perhaps the most significant of those conditions requires that his father, Fred Harris pledge his property at 11703 SE Masa Lane, Happy Valley, OR 97086 (“the property”) as security on a \$250,000 appearance bond. At the May 19th hearing, Fred Harris acknowledged and accepted that responsibility.

In the days following the hearing and at the direction of the Clerk of Court, Fred Harris, consistent with his representations to the Court, executed an Application to Pledge Real Property to Secure Release on Bond and an Agreement to

Forfeit Real Property to Obtain a Defendant's Release.¹ However, when the elder Mr. Harris sought to file that paperwork with the County Recorder's Office in Oregon to secure the government's lien, as required by the Clerk of this Court, Mr. Harris was advised that the State of Oregon does not engage in such bail procedures. Without the lien, the Clerk of Court has not accepted the paperwork as being fully executed. The Defendant therefore remains in custody.

To secure his son's release, Fred Harris has now executed an Affidavit² in which he attests that he will not sell or otherwise encumber "the property" during the pendency of the Defendant's prosecution. The Defendant asks that the Court accept that Affidavit in lieu of the lien requested by the Clerk's Office, especially as the Agreement to Forfeit Real Property to Obtain a Defendant's Release signed by Fred Harris will remain in effect.

Assistant United States Attorney Nihar Mohanty has represented to undersigned counsel that the government will defer to the Court's judgment concerning this issue.

WHEREFORE, the Defendant requests that the Court accept the attached Affidavit by Fred Harris in lieu of a lien on Fred Harris's property to secure his release.

¹ See Exhibit A.

² See Exhibit B.

Respectfully submitted,
MICHAEL CARUSO
Federal Public Defender

s/ Eric Cohen
Eric Cohen
Assistant Federal Public Defender
Attorney for Defendant
Florida Bar No. 328065
150 West Flagler Street
Suite 1700
Miami, Florida 33130-1566
Tel: 305-530-7000
Email: Eric.Cohen@fd.org

s/ Kristy Militello
Kristy Militello
Assistant Federal Public Defender
Attorney for Defendant
Florida Bar No. 0056366
450 South Australian Avenue
Suite 500
West Palm Beach, Florida 33401
Tel: 561-833-6288
Email: Kristy.Militello@fd.org

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on May 25, 2021, I electronically filed the foregoing document with the Clerk of the Court using CM/ECF. I also certify that the foregoing document is being served this day of all counsel of record via transmission of Notices of Electronic Filing generated by CM/ECF or in some other authorized manner for those counsel or parties who are not authorized to receive electronically Notices of Electronic Filing.

s/Eric M. Cohen
Eric Cohen

EXHIBIT A

CO-936
Rev.7/87

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

APPLICATION TO PLEDGE REAL PROPERTY TO SECURE RELEASE ON BOND

UNITED STATE OF AMERICA)

v.)

Richard E. Harris)

Criminal Number: 21-cr-00189-CJN

1. Name(s) of person(s) offering real property for appearance or surety bonds:
Fredrick E. Harris Jr.

2. Address(es):
11703 SE Masa Lane, Happy Valley, OR 97086

3. Location of property offered (address and brief description of property):
Single family home at 11703 SE Masa Lane, Happy Valley, OR 97086

4. Person(s) and address(es) in whose name property is assessed:
Fredrick E. Harris Jr.
11703 SE Masa Lane, Happy Valley, OR 97086

5. Mortgage, liens, encumbrances of any kind on such property and the interest held in such property by anyone other then the person(s) in whose name the property is assessed:
Wells Fargo Mortgage

6. Assessed value of property: \$ 620,934.00

7. Mortgage, liens, encumbrances or other interests (total): \$ 292.00

1

U.S. District and Bankruptcy Courts
for the District of Columbia
A TRUE COPY
ANGELA D. CAESAR, Clerk
By [Signature]
Deputy Clerk

CO-936
Rev.7/878. Net assessed value of property (line 6 less line 7): \$ 328,934.009. Amount required for appearance or surety bonds: \$ 250,000.00

There must be attached to this form a certificate from the Assessor's Office of the District of Columbia, indicating the square and lot numbers, street address, current assessed value, and in whose name the property is assessed.

If the amount shown on line 8 (listed above) exceeds that show on line 9, then the property, if qualified in all other respects, is adequate to secure the bond in question.

* * * * *

**AFFIDAVIT IN SUPPORT TO APPLICATION TO PLEDGE REAL PROPERTY TO
SECURE RELEASE OF DEFENDANT ON BOND**

I declare under penalty or perjury that the information on this application is true and correct.

I also warrant under oath that, subsequent to the execution of deed or trust on the property described in this application to secure the release of:

Richard E. Harris

and prior to recordation of said deed, no other deed or any kind will be executed by me or will this property be further encumbered in any way.

Witness my hand and seal _____

Subscribe and sworn to before me this 20th day of May, 2021.

By Angela D. Caesar, Clerk
[Signature]
Deputy Clerk, U.S. District Court

NOTE: This form must be completed in English
NOTA: Este formulario se debe completar en inglés

UNITED STATES DISTRICT COURT
for the District of

United States of America)
Estados Unidos de América)

v.)

Richard Harris)

Defendant)
Acusado)

Case No: 21-cr-189 (CJN)
Número de Causa:

AGREEMENT TO FORFEIT REAL PROPERTY TO OBTAIN A DEFENDANT'S RELEASE
CONVENIO DE CONFISCACIÓN DE PROPIEDADES INMUEBLES PARA OBTENER LA
EXCARCELACIÓN DE UN ACUSADO

To obtain the defendant's release, we jointly and severally agree to forfeit the following property to the United States of America if this defendant fails to appear as required for any court proceeding or for the service of any sentence imposed as may be noticed or ordered by any court considering this matter, or fails to comply with any conditions of release set by the court (*describe property and any claim, lien, mortgage, or other encumbrance on it*):

Para obtener la excarcelación del acusado, nosotros individual y solidariamente accedemos a la confiscación en favor de los Estados Unidos de América de la siguiente propiedad si este acusado no comparece como se le exige para cualquier procedimiento en el tribunal o para cumplir cualquier condena que se le imponga, conforme lo notifique u ordene cualquier tribunal, o si deja de cumplir con alguna condición de libertad que le haya impuesto el tribunal al considerar este asunto (describa el efectivo u otra propiedad y cualquier reclamación, gravamen, hipoteca, o alguna otra carga que recaiga sobre la misma):

This form does not replace the need for an interpreter, any colloquies mandated by law, or the responsibility of court and counsel to ensure that persons with limited English proficiency fully comprehend their rights and obligations.

Este documento no sustituye el uso de un intérprete, ni los coloquios judiciales exigidos por la ley. Tampoco sustituye la responsabilidad del tribunal y los abogados de asegurarse de que las personas cuya comprensión del idioma inglés sea limitada entiendan por completo sus derechos y obligaciones.

Ownership. We declare under penalty of perjury that we are this property's sole owners and that it is not subject to any claim, lien, mortgage, or other encumbrance except as disclosed above. We promise not to sell, mortgage, or otherwise encumber the property, or do anything to reduce its value while this agreement is in effect. We deposit with the court the following ownership documents, including any encumbrance documents (*list all documents and submit as attachments*):

Titularidad. *Declaramos so pena de perjurio que somos los únicos dueños de esta propiedad y que la misma no está sujeta a reclamación alguna, gravamen, hipoteca o alguna otra carga salvo las que se indican arriba. Prometemos no vender, hipotecar, o de algún otro modo gravar la propiedad, ni hacer algo que reduzca su valor mientras se encuentre vigente este acuerdo. Depositamos con el tribunal los siguientes documentos de titularidad, incluyendo cualquier documento de gravamen (haga una lista de todos los documentos y sométala como anexo):*

Surety Information. We understand that the court and the United States of America will rely on the surety information in approving this agreement.

Información sobre las Garantías. *Entendemos que el tribunal y los Estados Unidos de América se fundamentarán en la información sobre las garantías al aprobar este acuerdo.*

Conditions of Release. We state that we have either read all court-ordered conditions of release imposed on the defendant or had them explained to us.

Condiciones de Excarcelación. *Expresamos que hemos leído todas las condiciones de libertad ordenadas por el tribunal que se le han impuesto al acusado o que se nos han explicado.*

Continuing Agreement. Unless the court orders otherwise, this agreement remains in effect during any appeal or other review until the defendant has satisfied all court notices, orders, and conditions.

Acuerdo de Naturaleza Continua. *A no ser que el tribunal ordene otra cosa, este acuerdo habrá de permanecer en vigor durante cualquier apelación o revisión en alzada hasta tanto el acusado haya cumplido con todas las notificaciones, ordenes y condiciones del tribunal.*

Exoneration of Sureties. This agreement is satisfied and ends if the defendant is exonerated on all charges or, if convicted, the defendant reports to serve any sentence imposed.

Exoneración de garantías. *Este acuerdo se satisface y termina si el acusado queda exonerado de todos los cargos o, de encontrársele culpable, se reporta para cumplir cualquier condena que se le imponga.*

Forfeiture. If the defendant fails to obey all conditions of release, court notices, and orders to appear, the court will immediately order the property forfeited and on motion of the United States of America may order a judgment of forfeiture against the signing parties and their representatives, jointly and severally, including interest and costs.

Confiscación. *Si el acusado deja de obedecer alguna de las condiciones de libertad, notificaciones del tribunal y órdenes de comparecencia, el tribunal inmediatamente habrá de ordenar la confiscación de la propiedad y, a moción de los Estados Unidos de América, podrá ordenar la sentencia de confiscación contra las partes firmantes y sus representantes, individual y solidariamente, incluyendo intereses y costas.*

I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

Juro, so pena de perjurio, que la información arriba expresada es cierta y acepto las condiciones de este acuerdo.

Date: 5/20/2021

Fecha

City and state:

Ciudad y estado

Fredrick E. Harris

Property owner's printed name

*Nombre del dueño de la propiedad
en letra de molde*

Defendant (if a property owner)

Acusado (si es dueño de una propiedad)

Fred E Harris JR

Property owner's signature

Firma del dueño de la propiedad

Property owner's printed name

*Nombre del dueño de la propiedad
en letra de molde*

Property owner's signature

Firma del dueño de la propiedad

Property owner's printed name

*Nombre del dueño de la propiedad
en letra de molde*

Property owner's signature

Firma del dueño de la propiedad

Sworn and signed before me.

Juramentado y firmado ante mi.

Date:

Fecha

5/20/2021

CLERK OF COURT

SECRETARIO DEL TRIBUNAL

[Signature]

Signature of Clerk or Deputy Clerk

Firma del Secretario o Secretario Auxiliar

Agreement accepted.

Convenio aceptado.

Date:

Fecha:

UNITED STATES OF AMERICA

ESTADOS UNIDOS DE AMÉRICA

Assistant United States Attorney's signature

Firma del Fiscal Federal

Agreement approved.

Convenio aprobado.

Date:

Fecha:

Judge's signature

Firma del Juez

This document has not been officially approved by the Administrative Office or the Judicial Conference of the United States.
Este documento no ha sido aprobado oficialmente por la Oficina Administrativa ni la Conferencia Judicial de los Estados Unidos.

U.S. District and Bankruptcy Courts
for the District of Columbia

A TRUE COPY

ANGELA D. CAESAR, Clerk

By

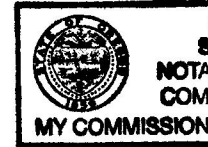
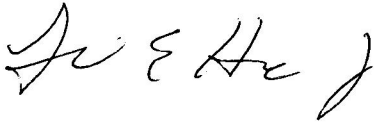
[Signature]
Deputy Clerk

EXHIBIT B

I Frederick Harris swear or affirm not to sell or encumber my property at
11703 SE Masa Lane Happy Valley Oregon 97086 during the duration
of son's federal criminal which is case 1:21-cr-00189-CJN USA v. HARRIS
I understand my property is used as collateral to secure my son's bond.
I understand that any false statement could subject me to criminal liability

Sworn to on May 25,2021 in Happy Valley OREGON

Signature



WELLS
FARGO**Acknowledgment by Individual**

State of

Oregon

County of

ClackamasOn this 25th day of May, 20 21, before me, Sandra Montiel

Name of Notary Public

the undersigned Notary Public, personally appeared

FREDERICK E. HAM'S JR.

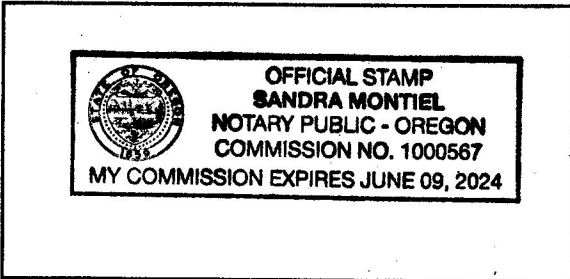
Name of Signer(s)

☐ Proved to me on the oath of _____☐ Personally known to me☒ Proved to me on the basis of satisfactory evidence ORDL exp 08/25/2023 # 1524287

(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



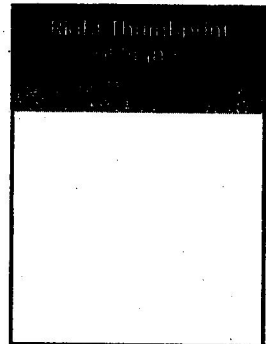
Sandra Montiel
(Signature of Notary Public)

My commission expires 06-09-2024

OFFICIAL STAMP
SANDRA MONTIEL
NOTARY PUBLIC - OREGON
COMMISSION NO. 1000567
EXPIRES JUNE 09, 2024

Notary Seal

Optional: A thumbprint is
only needed if state statutes
require a thumbprint.

**For Bank Purposes Only****Description of Attached Document**

Type or Title of Document

ACK / Statement

Document Date

05/25/2021

Number of Pages

1

Signer(s) Other Than Named Above

n/a

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

CRIM. NO. 21-00189 (CJN)

UNITED STATES OF AMERICA,
Plaintiff,

v.

RICHARD L. HARRIS,
Defendant.

_____/

**PROPOSED ORDER ON DEFENDANT'S MOTION
TO ACCEPT AFFIDAVIT IN LIEU OF LIEN**

This matter has come before the Court on the Defendant Richard L. Harris's Motion to Accept Affidavit in Lieu of Lien. The Court being fully advised in the premises, the Defendant's motion is hereby _____. The Court accepts the Affidavit by Frederick Harris, Jr., in lieu of a lien on Frederick Harris's property to secure Richard Harris's release.

DONE and ORDERED in Chambers at Washington, D.C., this _____ day of May, 2021.

CARL J. NICHOLS
UNITED STATES DISTRICT JUDGE

cc: Counsel of Record