

UNITED STATES DEPARTMENT OF AGRICULTURE
BEFORE THE SECRETARY OF AGRICULTURE

In re:)	
)	AWG Docket No. 11-0167
Davon Stander)	
)	
Petitioner)	Decision and Order

1. The Petitioner, Davon M. Stander, full name Davon Montrell Stander (“Petitioner Stander”), represents himself (appears *pro se*). The hearing, by telephone, was held on April 27, 2011, May 12, 2011, and May 26, 2011. The record was held open for any additional filings, and a friend of Petitioner Stander telephoned to report that more would be filed, but nothing has been filed since my Order filed May 31, 2011.
2. The Respondent, Rural Development, an agency of the United States Department of Agriculture (“USDA Rural Development”), is represented by Mary E. Kimball. The address for USDA Rural Development for this case is

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Summary of the Facts Presented

3. USDA Rural Development’s Exhibits, plus Narrative, Witness & Exhibit List, were filed on April 11, April 15, and May 13, 2011, and are admitted into evidence, together with the testimony of Ms. Kimball. USDA Rural Development presented evidence that Petitioner Stander owes to USDA Rural Development a balance of **\$27,068.36** (as of March 17, 2011), in repayment of a Farmers Home Administration / United States Department of Agriculture loan (now USDA / Rural Housing Service) for a home in Mississippi assumed from Lula Mae Nix in 2008 (RX 3). The Assumption Agreement (RX 3) is dated May 7, 2008, and

bears a signature purporting to be that of “Davon Montrell Stander” (Petitioner Stander). The balance is now unsecured (“the debt”).

4. Potential Treasury fees in the amount of 28% (the collection agency keeps 25% of what it collects; Treasury keeps another 3%) on **\$27,068.36** would increase the current balance by \$7,579.14, to \$34,647.50. *See* USDA Rural Development Exhibits, esp. RX 8.

5. Petitioner Stander’s Exhibits were filed on April 21, April 22, April 27, and May 6, 2011, and are admitted into evidence, together with the testimony of Petitioner Stander. Petitioner Stander testified that the signature on the Assumption Agreement (RX 3) is not his and was not authorized by him. The home and the loan assumed had been his grandmother’s. He testified that someone else had signed his name, although he did not know who. He wondered if perhaps a family member of his had arranged the signing of his name, not authorized by him.

6. The signature on RX 3 (the Assumption Agreement) “Davon Montrell Stander” looks *different* from the signatures on (1) Petitioner Stander’s Identification Card issued 12/18/2009 (FX 35); (2) Petitioner Stander’s Hearing Request dated February 13, 2011; (3) Petitioner Stander’s Credit Report Release and Information Form dated February 21, 2011 (FX-37); (4) Petitioner Stander’s memorandum to the CBE Group dated February 25, 2011 which was forwarded with his Hearing Request by the CBE Group; and (5) Petitioner Stander’s Consumer Debtor Financial Statement dated April 15, 2011.

7. In contrast, the signature on RX 3 (the Assumption Agreement) looks *like* the signatures on the documents provided to USDA Rural Development, including, in 2008 and early 2009, signatures on (1) RX 10, page 6 (copy of signature page of the 2007 Federal Income Tax Return, BUT it is obvious that the signature was added to the copy after the Return was prepared; a “Davon Stander” signature has been added, NOT to the taxpayer’s signature line, but to the Preparer’s signature line for the TAXES R US representative), submitted to USDA Rural Development May 21, 2008; (2) RX 10, page 1 (Payment Subsidy Renewal Certification), submitted to USDA Rural Development May 21, 2008; (3) RX 13, both page 1 (listing of items attached) and page 2 (Authorization to Release Information), both submitted to USDA Rural Development June 20, 2008; (4) RX 11, page 1 (Payment Subsidy Renewal Certification), submitted to USDA Rural Development on December 2, 2008; (5) RX 11, page 3 (Authorization to Release Information), submitted to USDA Rural Development on December 2, 2008; (6) RX 11, page 5 (Moratorium request), submitted to USDA Rural Development on December 2, 2008; (7) RX 12, page 6 (Moratorium request, showing Jasmine Green signing as Co-Borrower), submitted to USDA Rural Development on February 23, 2009; (8) RX 12, page 1 (Payment Subsidy Renewal Certification) submitted to USDA Rural Development on February 23, 2009; and (9) RX 12, page 3 (Authorization to Release Information) submitted to USDA Rural Development on February 23, 2009.

8. Two pieces of the documentary evidence described in paragraphs 6 and 7 are particularly persuasive in convincing me that Petitioner Stander's testimony is correct, that he did not sign and did not authorize his signature on the Assumption Agreement, RX 3. These are his Identification Card issued 12/18/2009 (FX 35), which is Item (1) in paragraph 6; and the altered copy of the signature page of Federal Income Tax Return (RX 10, page 6), submitted to USDA Rural Development May 21, 2008, which is Item (1) in paragraph 7.

9. Whoever arranged the signing of Petitioner Stander's name had access to his social security number, his pay stubs, and his income tax return copies. I have carefully considered whether Petitioner Stander authorized the signing of his name. A signature purporting to be that of Petitioner Stander's cousin LeTasha Rena Carter is on the Certification received in December 2008 as an additional "Borrower," even though she had not signed the Assumption Agreement. A signature purporting to be that of Petitioner Stander's fiancée Jasmine Green is on the Certification received in February 2009 as an additional "Borrower," even though she had not signed the Assumption Agreement. The same name Jasmine Green with the same social security number also appears on a 2008 Earned Income Credit Schedule to Petitioner Stander's 2008 Federal Income Tax Return, describing Jasmine Green as a permanently and totally disabled sister. Much dishonesty is involved with the documents provided to USDA Rural Development, but I cannot discern who is responsible for the documents that appear to be fraudulent. Also, I cannot conclude that Petitioner Stander authorized the signing of his name on the Assumption Agreement (RX 3).

Findings, Analysis and Conclusions

10. The Secretary of Agriculture has jurisdiction over the parties, Petitioner Stander and USDA Rural Development; and over the subject matter, which is administrative wage garnishment.

11. I find that Petitioner Stander did not sign and did not authorize his signature on the Assumption Agreement, RX 3; consequently, USDA Rural Development should discontinue any further collection of the debt from Petitioner Stander.

12. **NO further garnishment** of Petitioner Stander's pay is authorized; **NO further offset** of Petitioner Stander's **income tax refunds** or other **Federal monies** payable to the order of Mr. Stander is authorized; **NO form of further debt collection** from Petitioner Stander is authorized.

13. **NO refund** to Petitioner Stander of monies already collected is appropriate, and no refund is authorized.

Order

14. No further collection of the debt from Petitioner Stander is authorized.

Copies of this Decision shall be served by the Hearing Clerk upon each of the parties.

Done at Washington, D.C.
this 29st day of June 2011

s/ Jill S. Clifton

Jill S. Clifton
Administrative Law Judge

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