

C A M P A I G N F O R

ACCOUNTABILITY

February 28, 2023

VIA E-MAIL

The Honorable Kris Mayes
Arizona Attorney General
Office of the Attorney General
2005 N Central Ave
Phoenix, AZ 85004-2926

The Honorable Matthew Smith
Mohave County District Attorney
315 N. 4th Street
Kingman, AZ 86401

Dear Ms. Mayes and Mr. Smith:

Campaign for Accountability requests you investigate Arizona Senate Majority Leader Joseph “Sonny” Borrelli for potential perjury.

Sworn Statement Denying Domestic Violence

In November 2013, Mr. Borrelli filed for divorce from his wife, Julie Borrelli. In the course of the divorce proceedings, Mr. Borrelli filed a Petition for Dissolution of a Non-covenant Marriage Without Children.¹ A petition filed by Mr. Borrelli in 2017 specifically asserts that “no domestic violence has been reported during this marriage.”² The petition also includes an Affirmation Under Penalty of Perjury, asserting all statements in the petition are true, signed by Mr. Borrelli.³ Because Ms. Borrelli failed to respond to the petition, Mohave Superior Court Judge Doug Camacho relied on Mr. Borrelli’s assertions and, in 2018, entered a default dissolution of marriage, including the finding that there had been “no evidence domestic violence occurred in the marriage.”⁴

Mr. Borrelli’s assertion under penalty of perjury that there was no domestic violence reported in his marriage to Julie Borrelli was untrue. Police records reveal there were at least two incidents of domestic violence in the course of the Borrellis’ marriage with one case resulting in criminal prosecution.⁵

¹ Petition for Dissolution of a Non-Covenant Marriage Without Children, DO-2013-0053, Mohave County Superior Court, filed November 27, 2017 (attached as Exhibit A).

² *Id.* at 2.

³ *Id.* at 4.

⁴ Default Decree of Non-Covenant Marriage Without Children, DO-2013-0053, p. 4, Mohave County Superior Court, filed January 12, 2018 (attached as Exhibit B).

⁵ Lake Havasu Police Department Arrest Report of Joseph “Sonny” Borrelli, Case No. 0101635, March 25, 2001 (hereinafter “Arrest Report”) (attached as Exhibit C).

2001 Domestic Violence Incident

According to a police report, at approximately 3:09 am on March 25, 2001, Mr. Borrelli's stepson called 911 seeking police assistance after an apparently out-of-control Mr. Borrelli repeatedly hit his wife, Julie.⁶

The arrest report states that when officers arrived at the Borrellis' home at 3:15 am, they could hear what appeared to be "an assault in progress."⁷ The police learned that earlier that evening, the Borrellis had attended a social evening at a friend's home. Ms. Borrelli explained that after they returned home and began preparing for bed, Mr. Borrelli became mad and started yelling at her. She then asked him to leave the premises, but he refused.⁸ During the subsequent argument, Mr. Borrelli began to hit Ms. Borrelli. Ms. Borrelli told the police officers that Mr. Borrelli had a bad temper and at times would get upset without cause.⁹ On this particular evening, Mr. Borrelli was reported to have struck Ms. Borrelli and pushed her to the ground several times, finally causing her to hit her head on a video poker machine.¹⁰ At that point, Ms. Borrelli's son telephoned 911. When Mr. Borrelli realized this, he kicked in the bedroom door and pulled the phone cord out of the wall.¹¹

According to the police report, Mr. Borrelli then told his stepson to wake his brother as they were going to leave.¹² The police arrived and stopped Mr. Borrelli in the garage. Officers noticed that Ms. Borrelli had dried blood around her mouth, her eyes were watery and swollen, and there was a bump on the left side of her head. She was treated at the scene by paramedics but declined to go to the hospital.¹³

Based on Ms. Borrelli's statement and her visible injuries, Mr. Borrelli was arrested for assault and criminal damage and transported to the police station.¹⁴

One of the officers remained on the scene and spoke with Mr. Borrelli's stepson, who provided further details explaining that he had been at home babysitting for his younger brother and was asleep on the couch in the living room when Mr. and Ms. Borrelli returned home. According to the stepson's statement, the boy arose and went to his bedroom to go to sleep, but approximately twenty minutes later he heard Mr. and Ms. Borrelli arguing.¹⁵ He looked out of

⁶ Lake Havasu Police Department, Reporting Officer Narrative, Case No. 01-01635, March 25, 2001 (hereinafter "March 25, 2001 Narrative") (attached as Exhibit D), Ben Giles, Police Report Provides Details of Borrelli 2001 Domestic Violence Case, *Arizona Capitol Times*, July 25, 2016, available at <https://azcapitoltimes.com/news/2016/07/25/police-report-provides-details-of-2001-borrelli-domestic-violence-case-1/>.

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ March 25, 2001 Narrative.

¹¹ *Id.*

¹² *Id.*

¹³ *Id.*

¹⁴ March 25, 2001 Narrative.

¹⁵ *Id.*

his room and saw Mr. Borrelli “punch Ms. Borrelli in the face/mouth with a closed fist 3 times in rapid succession.”¹⁶ In response, Ms. Borrelli swung a crutch at Mr. Borrelli, who blocked the blows. Ms. Borrelli moved to the kitchen and called 911. Mr. Borrelli followed Ms. Borrelli, pulled the phone away from her, told the operator everything was ok, and hung up the phone.¹⁷ Mr. and Ms. Borrelli moved back to the bedroom, still arguing, and the 911 operator called back. Both Mr. Borrelli and his stepson answered the phone and when Mr. Borrelli realized his stepson was reporting the assault, he entered his stepson’s room and pulled the cord out of the handset.¹⁸ The stepson reported witnessing Mr. Borrelli push Ms. Borrelli, causing her to fall into the video poker machine on the floor.¹⁹ As Ms. Borrelli crawled along the floor, she yelled for the boy to call 911.²⁰ The boy then went into his room and locked the door to make the call. Almost immediately, the boy explained, Mr. Borrelli forced open the door, damaging the door frame, and ripped the phone out of the wall.²¹ Mr. Borrelli yelled that the boy should wake his brother up so they could all leave the house. Mr. Borrelli’s stepson went into his brother’s room and found him awake and crying. As the two boys and Mr. Borrelli walked into the garage, the police arrived.²²

An Investigation/Incident Report indicates photographs were taken of Ms. Borrelli’s injuries, as well as of the damage to the wall and telephone,²³ but unfortunately, neither the photographs nor the numerous 911 calls have been retained.

At the police station, Mr. Borrelli was read his Miranda rights. He was asked if he was willing to waive his rights and make a statement, but he declined.

2004 Domestic Violence Incident

Police reports indicate Mr. Borrelli assaulted his wife again on August 22, 2004. When the police arrived at the Borrelli’s home on that date, Mr. Borrelli claimed his wife had assaulted him with a knife.²⁴ The officer noted his “observations” that Mr. Borrelli had a “small puncture in the palm of his right hand” and that “on his chest were some vertical scratches that appeared to have barely broken the skin.”²⁵ The officer saw “no further injuries,” and Mr. Borrelli “refused medical treatment.”

Notably, the police officer reported that Mr. Borrelli’s “minor injuries did not appear to be consistent with his statements” describing Ms. Borrelli as the aggressor.²⁶ Mr. Borelli

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ March 25, 2001 Narrative.

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² *Id.*

²³ Lake Havasu Investigation/Incident Report, Case No. 0101635, March 25, 2001 (attached as Exhibit E).

²⁴ Lake Havasu Police Department, Reporting Officer Narrative, OCA 04-06431, August 22, 2004 (hereinafter “August 22, 2004 Narrative” (attached as Exhibit F).

²⁵ *Id.*

²⁶ *Id.*

admitted he may have “struck his wife in the face while attempting to get the knife away.”²⁷ An eight inch knife with a white handle described in the report as a “display knife” was found in the master bedroom and removed from the scene.²⁸

While one police officer was at the Borrellis’ residence taking Mr. Borrelli’s statement, a second went to the hospital to interview Mr. Borrelli’s wife, Julie Borrelli, the “victim of an assault.”²⁹ The officer reported:

[T]he victim (later identified as Julie Borrelli) . . . had a large amount of dried blood completely covering the lower portion of her face. . . [and] had dried/smeared blood on her hands and arms as well. Julie Borrelli had a noticeable bruise/swelling on the right side of her neck (near her lower jaw). . . Julie Borrelli had an obvious laceration on the inside of her lower lip that may require stitches. The top right front tooth was obviously out of place and appeared to be darker than the rest. A small piece of damaged tooth with fresh blood was on the doctor’s equipment tray next to the bed.³⁰

The report indicates an officer photographed the victim’s injuries,³¹ but the photographs are no longer available.

When questioned about what had occurred, Ms. Borrelli stated her husband, identified as Sonny Borrelli “did it again.”³² Ms. Borrelli explained that friends had come to visit and, after her husband refused to let her finish a sentence, she was bothered and “Sonny became angry toward her and started hitting her several times.”³³ She also reported that he took one of his many guns, brought it into the backyard and fired it, at which time she drove herself to the hospital.³⁴ When asked about the knife Mr. Borrelli had reported, Ms. Borrelli replied that she did not know anything about a knife being involved in the argument and that the only knives she was aware of were kitchen knives and a Swiss army knife and that the argument did not take place in the kitchen where the knives were stored.³⁵ Ms. Borrelli also said she believed her husband capable of self-inflicting injuries.³⁶

A property invoice and receipt for a “knife w/white painted handle” prepared by a third officer includes a synopsis of the events providing: “In references to delayed D/V. Met with

²⁷ *Id.*

²⁸ August 22, 2004 Narrative.

²⁹ Lake Havasu Police Department, Case Supplement Report, OCA 0406431, August 22, 2004 (hereinafter “2004 Supplemental Report”) (attached as Exhibit G).

³⁰ 2004 Supplemental Report.

³¹ *Id.*

³² *Id.*

³³ *Id.*

³⁴ 2004 Supplemental Report.

³⁵ *Id.*

³⁶ *Id.*

Borrelli who said he was assaulted by his wife. Evidence does not match R.P.'s [reporting party's] story. Both parties injured."³⁷

The matter was referred to the city attorney, but on December 19, 2005, the assault case was inactive as it had "exceeded the statute of limitations."³⁸

Many years later, in 2016, a press report revealed that in response to the 2001 domestic violence incident, Mr. Borrelli, "was sentenced to 10 days in jail, with all but one day suspended," and he "paid a \$400 fine, was placed on one year of probation, and had to undergo a year of anger management classes."³⁹ According to the article, three years after Mr. Borrelli's conviction, a Lake Havasu Municipal Court judge issued an order of protection against Mr. Borrelli on behalf of Ms. Borrelli. The case was dismissed less than two months later.⁴⁰ In the 2016 news article, Mr. Borrelli admitted he had been charged with a domestic violence related offense but downplayed the severity of the incident claiming there had been no violence. He blamed Julie Borrelli for his arrest.⁴¹

Conclusion

As you know, ARS 13-2702 defines perjury, a class four felony, as making a false sworn statement in regard to a material issue, believing it to be false, or making a "false unsworn declaration, certificate, verification or statement in regard to a material issue that the person subscribes as true under penalty of perjury, believing it to be false." Violations of this statute are punishable by imprisonment. Further, the statute of limitations for felony perjury is seven years, meaning your offices have jurisdiction over this matter.⁴²

It appears beyond dispute that Mr. Borrelli was arrested for a domestic violence assault and subsequently pleaded guilty to charges stemming from that incident. The 2004 incident and the order of protection issued against Mr. Borrelli suggest that the 2001 attack on his wife may not have been an isolated incident. Regardless, the dissolution of marriage Mr. Borrelli signed under penalty of perjury required him to attest that there had been no domestic violence during his marriage and the police and court record make clear this is untrue: there was, indeed, domestic violence during Mr. Borrelli's marriage to Julie Borrelli.

Arizonans have the right to expect their government officials to be held to the highest standard of conduct. Campaign for Accountability therefore requests that your offices investigate whether Mr. Borrelli committed felony perjury by affirming to an Arizona court under penalty of

³⁷ Lake Havasu City Police Department Property Invoice and Receipt, PD-INV-300, DR No.: 04-6431, August 22, 2004 (attached as Exhibit H).

³⁸ 2004 Supplemental Report.

³⁹ Ben Giles, Police Report Provides Details of Borrelli 2001 Domestic Violence Case, *Arizona Capitol Times*, July 25, 2016, available at <https://azcapitoltimes.com/news/2016/07/25/police-report-provides-details-of-2001-borrelli-domestic-violence-case-1/>.

⁴⁰ *Id.*

⁴¹ *Id.*

⁴² Arizona Revised Statutes Title 13. Criminal Code § 13-107. Time limitations.

The Honorable Kris Mayes
The Honorable Matthew Smith
February 28, 2023
Page 6 of 6

perjury that there had been no domestic violence during his marriage to Julie Borrelli when, the facts show there were at least two reports of domestic violence and Mr. Borrelli pleaded guilty to a criminal offense related to the 2001 incident.

We look forward to your prompt attention to this matter.

Sincerely,

A handwritten signature in black ink that reads "Michelle Koppersmith". The signature is written in a cursive style with a light blue background behind it.

Michelle Koppersmith
Executive Director
Campaign for Accountability

EXHIBIT A

court

M
FILED
W

NOV 27 PM 2:50

CLERK OF SUPERIOR COURT
MOHAVE COUNTY, ARIZONA

1 LACY LAW PLLC
2 P.O. Box 3247
3 Kingman, AZ 86402
4 928-718-2211
5 FAX: 928-718-2212
6 AZ Bar No.: 018060
7 lacylawpllc@frontier.com
8 Carlene H. Lacy, Attorney for Petitioner

ARIZONA SUPERIOR COURT MOHAVE COUNTY

9 In re the Marriage of:
10 JOSEPH BORRELLI,
11 *Petitioner,*

No. DO-2013-00553

vs.

PETITION FOR DISSOLUTION OF A
NON-COVENANT MARRIAGE
WITHOUT CHILDREN

JULIE J. BORRELLI,
Respondent.

PETITIONER, JOSEPH BORRELLI (hereinafter "Petitioner"), through counsel undersigned, in support of his *Petition for Dissolution of a Non-Covenant Marriage without Children* states and alleges as follows:

1. Petitioner was born on [REDACTED] His Social Security number is listed on the *Sensitive Data Sheet* included with this *Petition*. Petitioner is retired, and is currently representing Mohave County in the State Senate. He has been domiciled in Arizona for more than ninety (90) days. His current address is 2650 Diablo Drive, Lake Havasu City, AZ 86406.
2. JULIE J. BORRELLI, (hereinafter "Respondent") was born [REDACTED] Her Social Security number is not listed on the *Sensitive Data Sheet* included with this *Petition*, but is listed on that document filed in the original cause for Legal Separation. Her last known address 3908 Cherry Tree Blvd., Lake Havasu City, AZ 86406. It is unknown whether she is employed at this time.



S8015DO201300553

1 3. The parties were married on December 7, 1998, in Las Vegas, NV, and the community was
2 terminated on July 2, 2013, by entry of Legal Separation, by this court.

3 4. This marriage is a non-covenant marriage.

4 5. Petitioner has been domiciled in Arizona for more than 90 days prior to this filing.

5 6. No Domestic Violence has been reported during this marriage.

6 7. There are no children common to this marriage.

7 8. Wife is not pregnant.

8 9. **Community Property:** On September 19, 2013, this court adopted and entered a binding
9 *Property Settlement Agreement* (hereinafter "the agreement"), which addressed both
10 community assets and debts, (See Attachment 1) All terms of the agreement have been
11 honored and therefore, no community property or debts remain.
12

13 10. **Community Debts:** The parties, during the course of their marriage acquired community
14 debts: Reference #8 above.
15

16 11. **Taxes:** The parties were ordered to file separate Federal and State income tax returns
17 beginning with the tax year 2013. They have followed the court's order; therefore, there is
18 no need to readdress this issue.
19

20 12. **Spousal Maintenance:** The parties agreed to the following in lieu of Spousal Maintenance:

21 a. ***Insurance:*** Petitioner continued to pay for any and all of Respondent's dental
22 insurance, as well as, continuing Respondent's health coverage. **This term has been**
23 **fulfilled.**

24 b. ***Automobile Insurance:*** Petitioner shall pay for vehicle insurance, for the vehicle
25 awarded to the Respondent, for two (2) years. **This term has been fulfilled.**
26
27
28

1 c. ***Use of Real Property:*** Respondent was awarded the right to remain in the
2 Community Residence for two (2) years. Petitioner was ordered to continue to pay
3 mortgage, taxes, etc., and Respondent was to pay her expenses such as utilities and
4 other services. At the end of the agreed upon (2) year period, Petitioner had no
5 further obligation to provide any assistance to Respondent. Respondent continued to
6 live in the residence for ten (10) months beyond the two (2) year allotment, and
7 Petitioner paid the mortgage, taxes, etc., during that time. The value of the extended
8 occupation of the home is \$10,000.00 (market value of rent and expenses). **This term**
9 **has been fulfilled.**

11 d. ***Payment upon Sale of Real Property:*** Petitioner was awarded the Community
12 Residence. Respondent was awarded 25% share of the proceeds from the sale of said
13 property after all costs of the sale have been deducted. Respondent violated the terms
14 of this agreement by renting rooms, allowing others to live in the home, and not
15 maintaining the property. Upon her vacating the property at least \$15,000.00 was
16 spent to repair the damage to this property. **This term has been fulfilled.**

17 e. Respondent waived any right to Spousal Maintenance in order to receive the above
18 agreed upon benefits. Therefore no party is entitled to spousal maintenance.

19 13. The marriage is irretrievably broken and there is no reasonable prospect of reconciliation.
20
21

22
23 **WHEREFORE,** Petitioner requests this Court enter a *Decree of Dissolution of Marriage* which
24 provides for the following:
25

- 26 1. Dissolve this marriage and restore each party to the status of a single person;
 - 27 2. Restore Wife to her former name: her decision
- 28

- 1 3. Acknowledge that a fair and equitable division of all community property has been
2 agreed upon between the parties, and all terms have been fulfilled.
- 3 4. Acknowledge that a fair and equitable division of all community debt has been agreed
4 upon between the parties, and all terms have been fulfilled. There are no community
5 debts outstanding.
- 6
7 5. Enter any other orders this court deems appropriate.
- 8

9 **AFFIRMATION OF THE PETIONER**

10 I, JOSEPH BORRRELLI, declare under penalty of perjury that the contents of this document are
11 true and correct to the best of my knowledge and belief.

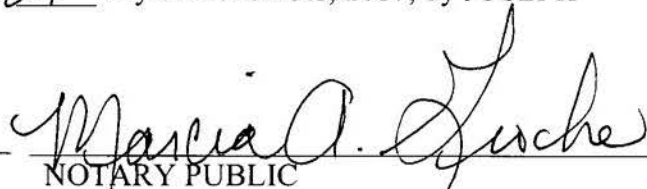
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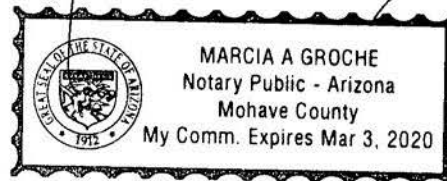
13 Date signed: 27 NOV 17

14 
JOSEPH BORRRELLI

15 SUBSCRIBED AND SWORN to before me this 27th day of November, 2017, by JOSEPH
16 BORRRELLI.

17 My Commission Expires: Mar 3, 2020

18 
NOTARY PUBLIC



23 RESPECTFULLY SUBMITTED this 27 day of November, 2017.

24
25 
26 CARLENE H. LACY
Attorney for Petitioner

27 Copies sent/served upon following:

28 ASSIGNED JUDGE

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Julie J. Borrelli
3908 Cherry Tree Blvd.
Lake Havasu City, 86406

AFFIRMATION OF THE PETIONER

I, JOSEPH BORRRELLI, declare under penalty of perjury that the contents of this document are true and correct to the best of my knowledge and belief.

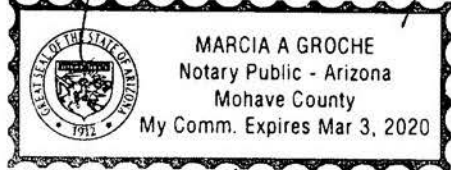
Date signed: 27 NOV 17

Joseph Borrelli
JOSEPH BORRRELLI

SUBSCRIBED AND SWORN to before me this 27th day of November, 2017, by JOSEPH BORRRELLI.

My Commission Expires: Mar 3, 2020

Marcia A. Groche
NOTARY PUBLIC



RESPECTFULLY SUBMITTED this 27 day of Nov, 2017.

Carlene H. Lacy
CARLENE H. LACY
Attorney for Petitioner

Copies sent/served upon following:

ASSIGNED JUDGE
Julie J. Borrelli
3908 Cherry Tree Blvd.
Lake Havasu City, 86406

Attachment 1

PROPERTY SETTLEMENT AGREEMENT

This **PROPERTY SETTLEMENT AGREEMENT** (hereinafter "Agreement") is made and entered into effective the 30 day of July, 2013, by and between Joseph Borrelli ("Husband") and Julie J. Borrelli ("Wife") (collectively the "parties") of Mohave County, Arizona.

RECITALS

- A. Husband and Wife were married on December 7, 1998 in Las Vegas, Nevada and have remained married to date.
- B. Husband instituted an action for Legal Separation of the parties' marriage in the Superior Court of Mohave County, State of Arizona, cause number DO 2013-00553 (the "Separation Proceeding"). The parties' marital community terminated on July 2, 2013 (the "Community Termination Date"), which resulted in cessation of accumulation of community income or incurrence of community debt as of that time.
- C. Husband and Wife have no minor children.
- D. Since commencement of the Separation Proceeding, Husband and Wife have been living separate and apart.
- E. Irreconcilable differences between Husband and Wife have irretrievably broken the parties' marriage and one or both of the parties desire to live separate and apart.
- F. Husband and Wife seek to separate, divide and make a full, complete, and final adjustment of all rights with respect to their respective separate, community, and other joint or

Initials: Husband JB Wife JJB

common property. Husband and Wife also seek to separate and dispose of the liability for all of their respective separate, community, joint or common debts and obligations.

G. Wife is not now pregnant.

H. Husband and Wife desire to settle their differences by entering into this Agreement.

I. Husband and Wife intend for this Agreement to effect a fair and equitable division of the community, joint and common property acquired and obligations incurred by them during the existence of their marriage and to provide for Wife's fair and reasonable maintenance and support.

J. Except as set forth in prior Recitals or specifically within the Covenants to this Agreement, Husband and Wife intend for this Agreement to address and resolve all matters dependent upon or arising out of their marital relationship.

MUTUAL COVENANTS

NOW, THEREFORE, in consideration of the Mutual Covenants herein contained, Husband and Wife agree as follows:

1. ***Incorporation.*** The foregoing Recitals shall be considered a part of this Agreement and these Mutual Covenants as if fully set forth herein. Husband and Wife hereby ratify and acknowledge each of the Recitals.
2. ***No Harassment or Molestation.*** The parties shall live separate and apart hereafter. Neither party shall harass, molest or annoy the other.
3. ***Consent Decree.*** Contemporaneous with execution of this Agreement,

Husband, Wife and their respective counsel shall execute, as approved, a form of *Consent*
Initials: Husband JS Wife JS

Decree of Legal Separation of Marriage. Thereafter, the parties promptly shall submit the foregoing to the Court for approval and entry in the Separation Proceeding.

4. ***Wife's Sole and Separate Property.*** Wife is awarded as her sole and separate property, free of all right, title, claim or interest of Husband, but subject to any lien or encumbrance thereon, the property described on *Exhibit A* hereto.

5. ***Husband's Sole and Separate Property.*** Husband is awarded as his sole and separate property, free of all right, title, claim or interest of Wife, but subject to any lien or encumbrance thereon, the property described on *Exhibit B* hereto.

6. ***Obligations of the Parties.*** Notwithstanding the allocation of property and debts set forth herein in *Exhibits A* and *B*, the parties to undertake additional obligations as set forth below:

a. **Health Insurance.** Husband shall continue to pay for any and all dental insurance premiums to for Wife for so long as such dental insurance is reasonably available through his employer. Husband and Wife acknowledge that Wife shall continue to receive health insurance coverage as the spouse of a retired service member. Husband and Wife agree that they shall each be responsible for their own co-pays, and uninsured medical and/or dental expenses.

b. **Automobile Insurance.** Husband shall pay for insurance coverage for the Durango awarded to Wife for a period of two (2) years from the date a Decree is entered by the Court. Wife acknowledges that she will have to obtain her own policy upon entry of the Decree, but Husband shall pay for Wife's insurance premiums for coverage at a level consistent with the current policy limits and deductibles for the two year period.

Initials: Husband

Wife

c. Use of Real Property. Pursuant to *Exhibits A and B*, Husband is awarded that certain real property in has been the Community Residence. Notwithstanding Husband's ownership of said property, Wife shall have right the to maintain exclusive possession and control over the Community Residence for a period of two (2) years from the date a Decree is entered by the Court. During said two year term, the Husband shall continue to pay all of the mortgage, taxes, and the like and Wife shall be responsible for her own expenses, such as utilities, garbage, sewer and the like. Wife shall not allow any other individuals except for her son, to reside in the Community Residence during this two year period and Wife shall be responsible to maintain the property in good condition. Should Wife elect to vacate the property prior to the end of the two year term, Husband shall have no further obligation to provide any assistance to Wife.

d. Payment Upon Sale of Real Property. Pursuant to *Exhibits A and B*, Husband is awarded that certain real property in has been the Community Residence. Notwithstanding Husband's ownership of said property, upon Husband's sale of said property, Husband shall pay to Wife 25% of the proceeds from the sale of the property after all costs of the sale have been deducted. Wife shall not be entitled to any lien in said property and shall have no control whatsoever of Husband's use of disposition of said property, except that Wife shall a right to enforce payment of the 25% share of the proceeds against Husband's heirs, devisees or assignees in the event that Husband is deceased prior to any sale of the property.

7. ***Spousal Maintenance*** Husband and Wife agree that Wife might otherwise

have been entitled to spousal maintenance however, in light of the Wife's right to remain in

Initials: Husband

JB

Wife

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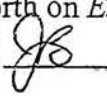

the Community Residence, and the automobile insurance and dental insurance premiums required to be paid by Husband for Wife's benefit, Wife is entitled to spousal maintenance in the amount of zero dollars and cents each month for a term of two years from the entry of a Decree. Husband and Wife hereby expressly agree that this provision regarding spousal maintenance shall not be modified by any Court absent the express written consent of the parties.

8. **Non-Disparagement.** The Parties agree to refrain from publishing any oral or written disparaging statement regarding any of the Parties to the Agreement, from the date of this Agreement until December 31, 2016. Any Party violating this provision of the Agreement shall pay \$1,000 per provable act of disparagement to the Party disparaged.

9. **Disposition of Retirement Plans.** Except as otherwise provided in this Agreement, each party shall receive as their sole and separate property, free of any lien or interest of the other party, any and all stock plans, pension benefits, retirement accounts or other plans or accounts that they possess through their respective employers, or formerly possessed through their employer, or through any other entity, regardless of whether obtained through employment or otherwise, which are held in their individual names. Further, Except as otherwise provided in this Agreement, each party hereby waives and relinquishes any and all claims they may have in a plan or account possessed by the other party as of the date of this Decree.

9. **Wife's Assumption of Debts.** Except as otherwise provided in this Agreement, Wife shall assume, pay, and indemnify and hold Husband harmless from the debts and obligations set forth on *Exhibit A*. Wife shall assume and make all payments due now or in

Initials: Husband

 Wife 

the future on property and debts allocated to Wife pursuant to this Agreement, unless otherwise provided herein.

10. **Husband's Assumption of Debts.** Except as otherwise provided in this Agreement, Husband shall assume, pay, indemnify and hold Wife harmless from the debts and obligations set forth on *Exhibit B*. Husband shall assume and make all payments due now or in the future on property and debts allocated to Husband pursuant to this Agreement, except as otherwise provided for herein.

11. **Other Provisions Regarding Debts.** With respect to any undisclosed unpaid debt or obligation which either of Husband or Wife incurred prior to the Community Termination Date, the party who incurred the debt or obligation shall indemnify and hold the other party harmless therefrom.

Wife and Husband shall be solely responsible for all indebtedness, community or otherwise, for which he or she becomes liable or contracts from the date the Petition was filed or has had allocated to him or her per the terms of this Agreement, and agrees to indemnify and hold the other party harmless therefrom any such liability. Each party hereby warrants that he or she has not incurred any community, joint or common debts not addressed in this Agreement or otherwise disclosed to the other party, has not placed or caused to be placed any liens upon any community, common or joint property without the knowledge of the other.

In the event that any such undisclosed liens or debts are discovered, the party responsible for incurring said debt or lien shall indemnify and hold harmless the other party of all such liability and shall reimburse the other party for any damages suffered thereby, including reasonable attorney's fees, costs and expenses incurred.

Initials: Husband JO Wife JB

12. **Termination of Joint, Common or Community Credit.** The parties have no unpaid long term community debts, other than mortgages associated with real property, the loan from Horizon Bank, and the obligations associated with their automobiles which have been otherwise addressed herein. The parties have traditionally paid their credit card and other obligations as they came due on a monthly basis. To the extent not already canceled, the parties shall promptly close, cancel and/or terminate any and all presently existing credit cards, lines of credit, or other credit accounts which are held in joint names of the parties and/or are contracted for as the joint, common or community obligations of the parties.

13. **Income Taxes.** The parties shall file separate Federal and State income tax returns beginning with tax year 2013 and for each year thereafter. Each party shall report and pay taxes on only the income he or she earns beginning in the tax year 2013, and thereafter, without regard to any community property principles to the contrary. Each party shall have the right to claim the full amount of any mortgage deductions for the entire year on any property awarded to them starting with tax year 2013.

Wife shall pay, and indemnify Husband therefrom, all taxes, interest, assessments and penalties related to her separate returns. Husband shall pay, and indemnify Wife therefrom, all taxes, interest, assessments and penalties related to his separate returns.

The parties shall fully cooperate with each other to the extent necessary to prepare all income tax returns and shall make available to the tax preparer(s) all records required for the proper completion thereof. For the preparation of said tax returns, time may be of the essence.

In the event that Wife and/or Husband sells and/or conveys any of the assets which
Initials: Husband JB Wife JB

have been assigned, conveyed, recognized, transferred, or which have become their respective separate property by the terms of this Agreement, the tax, if any, on the income or capital gain realized from such sale shall be paid by the party to whom the asset has been assigned, conveyed, recognized or transferred as the separate property of the party.

14. **Statutory Revocation of any Revocable Trust.** As a consequence of the parties' legal separation, any Revocable Trust is statutorily revoked. *See ARS § 14-2804.* Each party shall cooperate with the other party and shall execute any and all documents necessary to effectuate the orderly transition of any interest or rights which either party may have in the property, debts and obligations previously in the possession, custody or control of any Revocable Trust which has been assigned and/or distributed to the parties in this Agreement.

15. **Remedies.** In the event that either party fails to perform as required herein or otherwise breaches this Agreement, the other party, at his or her sole option, may seek a Court order to require the other party to perform or to determine appropriate damages as may be due to the breach of this Agreement.

16. **Attorneys' Fees and Experts' Fees.** The Parties agree that each Party shall bear his or her own costs, expenses and attorneys' fees incurred through the execution of this Agreement. If there is any litigation to enforce or interpret any provisions or rights of this Agreement the unsuccessful Party in such litigation, as determined by the court, agrees to pay the prevailing Party, as determined by the court, all costs, legal fees, and expenses (through trial and appeal), including, but not limited to, attorneys' fees incurred by the successful Party.

17. **Release of Claims.** Subject to the provisions of this Agreement, each party hereby releases, grants, transfers, conveys and quit-claims any and all interest, claim or other

Initials: Husband

JB

Wife

JB

right which he or she may now or hereafter have in all earnings, income and/or property, real, personal or mixed, and wheresoever situated, herein assigned to or hereafter acquired by or on behalf of the other party and such shall be deemed to be the sole and separate property of the other party.

18. **Execution of Documents.** Each party shall, upon demand of the other, promptly execute and deliver to the other, any and all documents or instruments which are reasonably necessary to effectuate the objects and purposes of this Agreement. If either party shall fail to comply with this paragraph, this Agreement shall constitute an actual grant, assignment and conveyance of the property and rights in such manner and to such force and effect as shall be necessary to effectuate the terms of this Agreement.

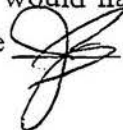
19. **Modifications in Writing.** No change or modification of this Agreement shall be valid unless it is in writing, signed by both parties hereto and approved by the Court if adopted in whole or in part in any decree of legal separation. The failure of either party hereto to require strict performance by the other party of any provisions of this Agreement shall not be deemed a waiver of that or any other provision of this Agreement and strict performance may be required in accordance with the provisions hereof.

20. **Waiver and Renunciation of Inheritance and Succession Rights.** Each party hereto hereby (i) waives, releases and renounces any right or interest, whether by way of dower or curtesy or otherwise, in law, to or in all real and personal property which the other party may now own or may hereafter acquire at the death of such party, (ii) agrees that the estate of the other party, real and personal, shall go and belong at the death of the other party to the person or persons who would have become entitled thereto if he or she (the party

Initials: Husband


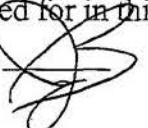


Wife



agreeing) had predeceased such other party, (iii) agrees that he or she will permit any last will and testament of the other party to be probated and will allow administration upon the property of the other party to be taken out by the person or persons who would have been entitled thereto if he or she had predeceased such other party, (iv) waives any and all right to letters of administration upon the estate of the other party, and (v) waives, releases and renounces his or her right of election and every other right granted by the law of any jurisdiction to take against any last will and testament of the other party, whether such last will and testament shall have been executed before or shall be executed after the date of this Agreement. It is acknowledged that this is a complete Property Settlement Agreement entered into in anticipation of a legal separation of marriage and terminates right to community property in assets now owned or hereafter acquired.

21. ***Sole and Entire Agreement.*** This Agreement is intended to be a full, complete, and final agreement between Husband and Wife, incorporates the parties' Rule 69 Agreement, and supercedes all other prior understandings or agreements, whether oral or in writing, pertaining to the subject matter contained herein. Other than the parties' Rule 69 Agreement, there is no other contract, oral or written, between the parties relative to the matters delineated herein. No promises, warranties or representations of any nature have been made, other than as specified in this Agreement, to induce either party to enter into this Agreement. The parties hereto acknowledge that neither of them has been unduly influenced in any way by the other in the making or executing of this Agreement.

22. ***Equitable Division.*** Husband and Wife each acknowledges that the division of property and obligations provided for in this Agreement accomplishes a fair, just, adequate,
Initials: Husband  Wife 

equitable and reasonable division of the community, joint and common property and obligations of Husband and Wife.

23. **Full Disclosure.** This Agreement is entered into based on each party having made a full disclosure to the other party of all debts, obligations, judgments and liens which have been incurred or may have been by them separately, as community debts or obligations, jointly or in any other nature or form, having made a full disclosure of all property on which such debts, obligations, liens or encumbrances exist as an encumbrance, and having guaranteed that the property assigned and transferred herein is not subject to any debts, obligations, liens or encumbrances except as otherwise specifically set forth herein and previously disclosed.


Each party warrants to the other that on or before the execution of this Agreement, the warrantor has not executed any obligation that is not disclosed by this Agreement that is either an obligation in which the other party is or may become personally liable or an obligation that could be enforced at any time against an asset held, or to be received under this Agreement by the other party. If it is later discovered that such an obligation does exist, the warrantor shall be responsible for full payment of said obligation and shall indemnify and hold the other party harmless from any liability therefor. Each party covenants not to incur any obligation binding on the other on or after the execution of this Agreement, except as expressly authorized by this Agreement, by any subsequent Agreement between them, or by order of a court of proper jurisdiction.

Each party acknowledges that he or she is relying on the duty of good faith and fair dealing owed to the other and on representations of the other concerning the nature and value

Initials: Husband



Wife



of any asset or debt divided, awarded, assigned or assumed herein and as set forth in this Agreement. Neither party is withholding from the other any material information concerning any existing community, joint or common property, or any debts, liabilities, tax audits, tax claims, litigation, claims, choses in action, loans or monies due of any kind whatsoever.

Each party is substantially aware of the extent of the other's property and income, as indicated by their review of this Property Settlement Agreement and their marital relationship.

To the extent that either party desired additional information, or desired to confirm their understanding of the other's property and financial obligations, Wife and Husband each acknowledge that they possess the right to seek and receive discovery and disclosure of all facts and circumstances relevant to this case from the other party. By entering into this Agreement, each party represents that they knowingly and voluntarily waive said right to conduct disclosure or discovery, free of all coercion, duress and undue influence. In entering into this Property Settlement Agreement, each party is relying upon facts and opinions known and sufficient to themselves, and is not relying upon representations or statements of the adverse party or counsel.

24. *Confirmation of Advice of Counsel.* Husband has retained the services of Michele Holden of the Law Office of Michele Holden, PLLC to advise him regarding the legal separation of marriage and the provisions of this Property Settlement Agreement. Wife has not retained the services of an attorney but Wife hereby voluntarily and knowingly declined to retain such services prior to executing this Property Settlement Agreement.

Each of the parties have had the opportunity to become fully and completely informed of the financial and personal status of the other, and each of them have had the advice of

Initials: Husband



Wife



counsel, and each of the parties have given full and mature thought to the making of this Agreement and all of the obligations contained herein, and each of the parties understands that the agreements and obligations assumed by the other are assumed with the express understanding and agreement that they are in full satisfaction of all obligations which each of the said parties have or might hereinafter have or otherwise have toward the other.

25. **Voluntary Execution.** Husband and Wife acknowledge that he and she have entered into this Agreement upon mature consideration, and that this Agreement has been entered into of his and her own volition without undue influence, fraud or coercion, or misrepresentation, or for any cause except as herein specified with full knowledge of the facts and full information as to his and her respective legal rights and liabilities. Further, each party acknowledges that no representations of any kind have been made to him or her as an inducement of entering into this Agreement, other than the representations set forth herein, and that this Agreement contains all of the terms of the Agreement between the parties.

26. **Binding Effect.** This Agreement shall be binding upon the parties, their heirs, next of kin, personal representatives and administrators except as otherwise stated herein.

27. **Terminology.** The words "Husband" and "Wife" are used in this Agreement only to identify the parties. Except as otherwise specifically provided herein, no right or obligation, either granted or preserved or provided for herein, is to cease in any way to be effective in the event of the termination of the marriage of the parties.

28. **Non-Merger.** This Agreement specifically shall not be merged into any Decree. This Agreement may and shall be considered to exist as a separately enforceable self-sustaining agreement between the parties. It may be enforced by appropriate action at law,

Initials: Husband



Wife





equity or otherwise, including, among other remedies, specific performance, or as a part of any Decree, as either party seeking enforcement may desire to proceed.

29. **Judicial Approval.** The Separation Proceeding has been commenced in the Superior Court of Mohave County, Arizona. This Agreement shall be filed in the action for approval thereof by the Court and may be incorporated into any order or decree of judgment rendered in said action, and the parties shall be bound by the terms and provisions hereof, but this Agreement shall not merge into any decree and shall continue as a separately enforceable document under such decree and shall be self-sustaining.

30. **Tax Consequences.** Husband acknowledges that Michele Holden on behalf of Husband has not provided any advice with regard to any tax consequences and both parties acknowledge that each party has had the opportunity to seek such advice from an accountant or tax expert of his or her choosing prior to entering into this Agreement.

Each party has had opportunity to consult with a tax or financial advisor prior to signing this Property Settlement Agreement. Prior to signing this Decree, each party has either consulted with a tax or financial advisor of their own choice or, alternatively, has voluntarily and knowingly declined to consult with a tax advisor of their own choice, free of all coercion, duress and undue influence.

31. **Construed by the Laws of the State of Arizona.** This Agreement shall be construed in accordance with the laws of the State of Arizona. It is expressly agreed that this Agreement shall be made a part of any decree, the provisions of law with regard to the retention of the court's jurisdiction shall be as provided by the laws of the State of Arizona.

Initials: Husband  Wife 

32. *Agreement as Deed, Transfer and Valid Instrument.* This Agreement is intended to be and shall be deemed a sufficient deed, conveyance, assignment, transfer and bill of sale of all right, title, interest, claim and demand of every nature covered by this Agreement. This Agreement may be filed and/or recorded as a valid instrument. These provisions, however, are not in lieu of each party executing all documents necessary to accomplish the terms of this Agreement as set forth in Paragraph 24, entitled "Execution of Documents" or elsewhere herein.

33. *Enforcement Election.* The failure of either party to insist, in any one or more instances, upon strict performance of any of the covenants or provisions of this Agreement shall not be construed as a waiver or relinquishment for the future of such covenant or provision or the right to strict and timely performance of the same, but said covenants or provisions shall continue and remain in full force and effect.

The parties acknowledge that they may have agreed herein upon specific remedies for either party's failure to perform in accordance with the terms of this Agreement. Such specification of remedies, however, shall not serve as a limitation on either party to seek performance or recover additional damages through any other available remedy, including the right to seek court enforcement through alternative remedy. In any event the liquidated damages set forth herein shall be in addition to any other remedies available. Other specific remedies set forth herein shall be construed to be an available option and not the exclusive remedy.

WHEREFORE, the parties have executed this Agreement on the date first above

written.

Initials: Husband



Wife



EXHIBIT A

Wife's Sole and Separate Property and Debts

A. Any and all personal property now in the exclusive possession and control of the Wife, unless otherwise allocated herein;

B. 2006 Dodge Durango, [REDACTED] unencumbered;

C. All household goods and appliances (excluding those that were purchased with the Community Residence) in Respondent's exclusive use and control unless otherwise allocated herein;

D. Any and all credit available on the parties' accounts for electricity and cable for the community residence;


E. Any bank accounts held in Respondent's name only; and

F. Any personal property in Respondent's exclusive use and control unless otherwise allocated herein.

G. In addition to the debts set forth above, Wife shall take, as her sole and separate obligation, and shall indemnify and hold Husband harmless therefrom, the following:

1. Any debts personally incurred by Wife on or after the filing of the Petition.
2. Any debt associated with property confirmed in or transferred to Wife per this Decree, except as otherwise set forth above.
3. Any and all debts in her name, exclusive or otherwise, not otherwise allocated herein.

Initials: Husband



Wife



EXHIBIT B

Husband's Sole and Separate Property and Debts

A. Any and all personal property now in the exclusive possession and control of the Husband, unless otherwise allocated herein;

B. Husband's tools, clothing, and other personal items now in the possession and control of the Wife;

C. 2005 Harley Davidson Motorcycle, [REDACTED], unencumbered;

D. 2009 Harley Davidson Motorcycle, [REDACTED], together with any encumbrances;

E. 2012 Chevy Cruze LS, [REDACTED], together with any encumbrances;

F. The real property located at 3269 Silversmith Drive, Lake Havasu City, Arizona 86406 ("Community Residence), as follows together with all encumbrances thereon, having legal description:

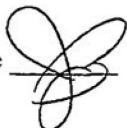
Lot 19A, as shown on Parcel Plat recorded November 12, 1997 in Book 13 of Parcel Plats, Page 48 and thereafter Affidavit of Correction recorded in Book 3156 of Official Records, Page 308, records of Mohave County, Arizona being a combination and division of Lot NINETEEN (19) and TWENTY (20), Block FOURTEEN (14), Tract 2168, LAKE HAVASU CITY, ARIZONA, according to the plat thereof, recorded March 21, 1966, at Fee No. 3759, in the office of the County Recorder of Mohave County, Arizona.

EXCEPT all oil, gas, and minerals whatsoever already found or which may

Initials: Husband



Wife



hereafter be found upon or under said lands and all underground water in, under or flowing through said land and water rights appurtenant thereto thereto as reserved by mesne Deed of record.

EXCEPT an undivided 1/16th interest of all oil, gases and other hydrocarbon substances, coal, stone, metals, minerals, fossil and fertilizers of every name and description together with all uranium, thorium or any other material which is or may be determined by the laws of the United States of America, the State of Arizona or decisions of courts to be peculiarly essential to the product of fissionable materials, whether or not of commercial value, as reserved by the State of Arizona, in Section 37-231, Arizona Revised Statutes and in the patent of record.

G. Any bank accounts held in Petitioner's name only; and

H. Any personal property in Petitioner's exclusive use and control unless otherwise allocated herein.

I. In addition to the debts set forth above, Husband shall take, as his sole and separate obligation, and shall indemnify and hold Wife harmless therefrom, the following debts:

1. Any debts personally incurred by Husband on or after the filing of the Petition.
2. Any debt associated with property confirmed in or transferred to Husband per this Decree, unless otherwise set forth above.
3. Any and all debts in his name not otherwise allocated herein.

Initials: Husband



Wife



EXHIBIT B

1 LACY LAW PLLC
2 P.O. Box 3247
3 Kingman, AZ 86402
4 928-718-2211
5 FAX: 928-718-2212
6 AZ Bar No.: 018060
7 lacylawpllc@frontier.com
8 Carlene H. Lacy, Attorney for Petitioner

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ARIZONA SUPERIOR COURT MOHAVE COUNTY

In re the Marriage of:
JOSEPH BORRELLI,
Petitioner,

No. **DO-2013-00553**

vs.

JULIE J. BORRELLI,
Respondent.

**DEFAULT DECREE OF DISSOLUTION
OF NON-COVENANT MARRIAGE
WITHOUT CHILDREN**

This case has come before this court for a final Decree of Dissolution of Marriage. The court has taken all testimony needed to enter a Decree, or the court has determined testimony is not needed to enter the Decree. Petitioner, JOSEPH BORRELLI (hereinafter "Petitioner" having paid the appropriate fees and being represented by Carlene H. Lacy, Attorney at Law; Respondent, JULIE J. BORRELLI (hereinafter "Respondent") having failed to respond to *Petition for Dissolution of Marriage* filed November 27, 2017, and *Application for Default* filed on December 26, 2017.

This court has jurisdiction over the parties under the law and the provisions of this Decree are fair and reasonable under the circumstances.

Where it has the legal power and where it is applicable to the facts of this case, this court has considered, approved, and made Orders relating to issues of spousal maintenance/support (alimony), and the division of property and/or debts.

1 A *Petition for Dissolution of Marriage* was filed in this court on November 27, 2017.

2 Respondent was officially served with those documents on November 30, 2017. Respondent failed
3 to appear and did not respond within the 20 days allowed, nor has she responded since.

4 An *Application for Entry of Default* was filed in this court December 26, 2017. Respondent was
5 sent a copy of that document on 12/26/2017. She has not responded, as required, within the 10 days,
6 but did acknowledge receipt of said document.

7
8 THE COURT, HAVING BEEN FULLY ADVISED OF THESE PREMISES, FINDS THE
9 FOLLOWING:

- 10 1. The Court acquired jurisdiction over the parties by Petitioner filing a *Petition for Dissolution*
11 *of Marriage* was filed in this court on November 27, 2017. Respondent was served on
12 November 30, 2017.
- 13 2. The parties were married on December 7, 1998, in Las Vegas, NV.
- 14 3. The Petitioner was domiciled in the State of Arizona for more than ninety (90) days before
15 the filing of the *Petition for Dissolution of Marriage*.
- 16 4. The conciliation provisions of A.R.S. § 25-381.09, do not apply or have been met.
- 17 5. No evidence that domestic violence has occurred during this marriage.
- 18 6. The Respondent is not pregnant with Petitioner's child.
- 19 7. The marriage of the parties is irretrievably broken, and there is no reasonable prospect for
20 reconciliation. This is a non-covenant marriage.
- 21 8. There are no minor children common to the parties:
- 22 9. Neither party is entitled to spousal maintenance.
- 23 10. There are no community debts or property remaining to be distributed. This court finds the
24 parties entered into a *Property Settlement Agreement* dated July 30, 2013, which was
25
26
27
28

1 incorporated into a final order for Legal Separation was entered on September 19, 2013, by
2 the Honorable Julie S. Roth.

3 11. There is no common tax return for the year 2017.

4 12. Respondent, failed to respond to *Petition for Dissolution of Marriage* filed November 27,
5 2017, and *Application for Default* filed on December 26, 2017.

6
7 13. To the extent that this Court has jurisdiction to do so, the Court has considered, approved
8 and made provision for the disposition of property and payment of debts.

9 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

10 **Dissolution of Marriage**

11 1. The marriage of the parties is hereby dissolved and each party is restored to the status of a
12 single person.
13

14 **Restoration of Name**

15 1. It is unknown whether Respondent wishes to change her name. Therefore, no order is
16 entered as such.
17

18 **Spousal Maintenance; Property, Debts and Taxes**

19 14. There are no community debts or property remaining to be distributed. This court
20 acknowledges the *Property Settlement Agreement* dated July 30, 2013, which was
21 incorporated into a final order for Legal Separation entered, in this court on September 19,
22 2013, by the Honorable Julie S. Roth. This court pronounces that property settlement
23 agreement as the final entry regarding Spousal Maintenance, Property and Debts.
24

25 1. The parties have filed separate tax returns from 2013, shall continue to do so from this date
26 forward.
27
28

1 **Attorney's Fees**

2 1. Each party shall bear their own costs.

3 **FINAL APPEALABLE ORDER.** Pursuant to Arizona Rules of Family Law Procedure, Rule 81,
4 this final judgment/decreed is settled, approved and signed by the court and shall be entered by the
5 clerk.
6

7 **OTHER ORDERS:** _____
8 _____
9 _____
10 _____
11

12 DONE IN OPEN COURT this date: _____
13

14
15 _____
16 HONORABLE

17 Copies sent this ____ day of _____, 2018, to:

18 LACY LAW PLLC
19 (Court box, or e-mail)

20 Joseph Borrelli
21 2650 Diablo Drive
22 Lake Havasu City, AZ 86406

23 Julie J. Borrelli
24 % The Book Exchange
25 2029 N. McCulloch Blvd.
26 Lake Havasu City, Arizona 86403
27
28

AFFIRMATION OF THE PETIONER

I, JOSEPH BORRRELLI, declare under penalty of perjury that the contents of this document are true and correct to the best of my knowledge and belief.

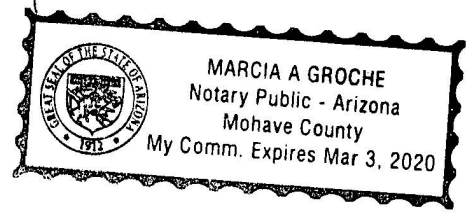
Date signed: 1-11-18

Joseph Borrrelli
JOSEPH BORRRELLI

SUBSCRIBED AND SWORN to before me this 18th day of January, 2018, by JOSEPH BORRRELLI.

My Commission Expires: Mar 3, 2020

Marcia A. Groche
NOTARY PUBLIC



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EXHIBIT C

ARREST REPORT

COPY

A G E N C Y	Agency Name Lake Havasu Police Department Archive		ORI AZ0080400	Date/Time Arrested 03/25/2001 03:09 Sun		Case # 0101635			
	Taken		Arrest Tract	Residence Tract		Arrest Number 22686			
A R R E S T E E	Name (Last, First, Middle) BORRELLI, JOSEPH NMN			D.O.B. [REDACTED] 1959	Age 42	Race W	Sex M	Place of Birth [REDACTED]	Citizenship US
	Current Address [REDACTED] SILVERSMITH DR, LAKE HAVASU CITY, AZ 86406			Phone 928-486-4831		Occupation Self-employed		Residence Status Resident	
	Employer's Name SELF-EMPLOYED			Address			Phone		
	Also Known As (Alias Names) BORRELLI, SONNY				Hgt 5'09	Wgt 165	Hair Brown	Eyes Brown	Skin Tone Medium
	Scars, Marks, Tattoos			Social Security # [REDACTED]		OLN and State		Misc. # and Type	
	Nearest Relative Name			Address			Phone		
A R R E S T	If Armed, Type of Weapon		Type of Arrest ARREST		Place of Arrest 3200 Block [REDACTED] SILVERSMITH DR, LAKE HAVASU CITY				
	Charge #1 13-1203a1__assault	Type Misd	Counts 1	IBR Code 9999	Warrant/Summons #	Statute # 13-1203A1__ASSA	Warr. Date		
	Charge #2 13-1602a1__criminal Damage	Type Misd	Counts 1	IBR Code 9999	Warrant/Summons #	Statute # 13-1602A1__CRIMI	Warr. Date		
	Charge #3	Type	Counts	IBR Code	Warrant/Summons #	Statute #	Warr. Date		
V E H I C L E	VYR	Make	Model		Style				
	Color	Plate #/State/Plate Year		VIN					
	Vehicle								
C O N F I N D	Date/Time Confined		Place Confined			Committing Magistrate			
	Type Bond	Bond Amount	Trial Date	Time	Court Of	City			
	Arresting Officer Name/ID #/Bureau HARROLD, JOSEPH A (154)								
	Assisting Officer Name/ID #/Bureau			Released By (Name/Department/ID #)			Date/Time Released		
Status Codes	1 = None 2 = Burned 3 = Counterfeit / Forged 4 = Damaged 5 = Recovered 6 = Seized 7 = Stolen 8 = Unknown/Lost								
D R U G S	Code	Status	Quantity	Type Measure	Suspected Type				
O t h e r	Name			Address			Phone		
	Name			Address			Phone		
N A R R A T I V E	Case Ref #: 101001635 -----								
	Arrest #: 1-01-001635 =====								
S T A T U S	Arresting Officer Signature/ID #/Bureau HARROLD, JOSEPH A (154)								
	Case Status Closed / Cleared				Arrestee Signature				

** Continued **

ARREST REPORT (Additional Narrative)

COPY

Agency Name Lake Havasu Police Department Archive	ORI AZ0080400	Date/Time Arrested 03/25/2001 03:09	Case # 0101635
Arrestee Name BORRELLI, JOSEPH NMN			Arrest Number 22686

Charge Information:

Charge (1):

(047009) - 13-1203A1__ASSAULT

=====

Charge (2):

(047015) - 13-1602A1__CRIMINAL DAMAGE

=====

Arresting Officer:

HARROLD, JOSEPH (154)

=====

Entered On:

03/25/2001 00:00:00

By:

HARROLD, JOSEPH (154)

=====

Medical Needs:

C

=====

Reviewed By:

SHOCKLEY, TODD (114)

=====

Review Date:

03/25/2001 12:00:00 AM

=====

Citation Number:

51314

=====

Citation Number:

51314

=====

EXHIBIT D

REPORTING OFFICER NARRATIVE

Lake Havasu Police Department Archive

OCA

01-01635

HTE Department Classification: 158 - DOM VIOLENCE/ASSAULT

-----ORIGINAL REPORT-----

Reporting Officer: (154) - HARROLD, JOSEPH

Added By Employee: (888) - SHANNON, SHIRLEY

Added Date: 03/25/2001

ON 3-25-01 AT APPROX. 0316 HRS., JOSEPH BORRELLI WAS ARRESTED FOR DOMESTIC VIOLENCE ASSAULT AFTER HE STRUCK [REDACTED] IN THE MOUTH THREE TIMES AND PUSHED HER TO THE GROUND DURING AN ARGUMENT AT [REDACTED] RESIDENCE LOCATED AT [REDACTED] SILVERSMITH DR.

ON 3-25-01 AT APPROX. 0309 HRS., OFFICERS WERE DISPATCHED TO [REDACTED] SILVERSMITH DR. IN REFERENCE TO AN UNKNOWN 911 CALL THAT UPON CALL BACK SOUNDED LIKE AN ASSAULT IN PROGRESS. SGT. SHOCKLEY, OFFICER JESSUP, AND OFFICER STANLEY ARRIVED BEFORE I DID. WHEN I ARRIVED I MET WITH SGT. SHOCKLEY WHO TOLD ME:

--THERE WAS SOME TYPE OF FIGHT BETWEEN [REDACTED] AND [REDACTED] JOSEPH BORRELLI.

--AT LEAST ONE [REDACTED] CHILDREN WITNESSED THE FIGHT.

I WENT INSIDE THE HOUSE AND SPOKE WITH [REDACTED] [REDACTED] TOLD ME:

--SHE [REDACTED] JOSEPH BORRELLI FOR APPROX. 2 YEARS, AND [REDACTED] FOR APPROX. 11 YEARS.

[REDACTED] CHILD [REDACTED] AND ONE CHILD [REDACTED]

--THEY WERE AT A FRIENDS HOUSE FOR A SOCIAL OCCASION.

--SHE DID NOT THINK ANYTHING WAS WRONG WHEN THEY ARRIVED AT HOME.

--WHILE THEY WERE GETTING READY FOR BED, JOSEPH GOT MAD AND STARTED YELLING AT HER.

--SHE ARGUED BACK AND TOLD HIM TO GET OUT OF THE HOUSE BECAUSE HE WAS BEING A DICK.

--SHE DID NOT KNOW WHAT MADE HIM MAD AND SAID THAT HE HAS A BAD TEMPER AND AT TIMES BECOMES UPSET FOR NO APPARENT REASON.

--SHE BELIEVED THE FIGHT STARTED OVER SOMETHING TRIVIAL BUT COULD NOT SAY EXACTLY WHAT WAS SAID, JUST THAT THEY WERE SIMPLY ARGUING.

--DURING THE ARGUMENT JOSEPH STRUCK HER IN THE FACE MORE THAN ONCE (SHE COULDN'T REMEMBER HOW MANY TIMES).

--JOSEPH ALSO PUSHED HER TO THE GROUND 3 SEPARATE TIMES.

--THE LAST TIME SHE WAS PUSHED TO THE GROUND HER HEAD STRUCK A VIDEO POKER MACHINE THEY HAVE IN THE LIVING ROOM.

--THIS CAUSED A BUMP TO THE LEFT SIDE OF HER HEAD.

--HER SON, [REDACTED], CALLED 911 FROM HIS ROOM.

--JOSEPH KICKED IN THE DOOR TO [REDACTED] BEDROOM WHEN HE FOUND OUT [REDACTED] WAS ON THE PHONE WITH 911 AND PULLED THE PHONE CORD OUT OF THE WALL.

--JOSEPH THEN TOLD [REDACTED] TO WAKE HIS BROTHER, TELL HIM TO GET

Reporting Officer: HARROLD, JOSEPH A

Printed By: SCHNEPFL, RECORDS13 07/12/2016 15:24

REPORTING OFFICER NARRATIVE

Lake Havasu Police Department Archive

OCA

01-01635

DRESSED BECAUSE THEY WERE GOING TO LEAVE.

--THE POLICE OFFICERS STOPPED JOSEPH AFTER HE WENT OUT INTO THE GARAGE.

██████████ GAVE HER STATEMENT IN GENERAL TERMS, NOT GIVING MANY DETAILS ABOUT EXACTLY WHAT HAPPENED.

OFFICER OBSERVATIONS:

--██████████ HAD DRIED BLOOD AROUND HER MOUTH.

--HER EYES WERE WATERY AND SWOLLEN.

--THERE WAS A BUMP ON THE LEFT SIDE OF HER HEAD THE SIZE OF A NICKEL.

--██████████ ADMITTED THAT SHE CONSUMED ALCOHOL DURING THE EVENING TO THE EXTENT THAT SHE FELT INTOXICATED.

--LAKE HAVASU FIRE DEPARTMENT PERSONNEL TREATED ██████████ FOR HER INJURIES AT THE SCENE AND SHE REFUSED TO BE TRANSPORTED TO THE HOSPITAL.

I COMPLETED A VICTIMS RIGHTS FORM AND PROVIDED ██████████ WITH A COPY. SHE REFUSED ASSISTANCE FROM A VICTIMS ADVOCATE.

BASED ON THE ABOVE STATEMENT AND INJURIES TO ██████████ JOSEPH BORRELLI WAS ARRESTED FOR ASSAULT/D.V. AND CRIMINAL DAMAGE/D.V. HE WAS TRANSPORTED TO THE POLICE DEPARTMENT BY OFFICER JESSUP.

I NEXT SPOKE WITH ██████████. HE IS ██████████ SON, AND JOSEPH BORRELLIS ██████████ TOLD ME:

--HE BABY SAT FOR HIS YOUNGER BROTHER, ██████████ WHILE ██████████ WENT OUT FOR THE EVENING.

--HE WAS ASLEEP ON THE COUCH WHEN ██████████ ARRIVED HOME.

--THEY WERE NOT ARGUING AT THE TIME.

--HE WENT TO BED FOR WHAT HE ESTIMATED WAS APPROX. 20 MINUTES WHEN HE HEARD ██████████ ARGUING IN THEIR BEDROOM.

--HE LOOKED OUT HIS BEDROOM DOOR AND SAW ██████████ (JOSEPH) PUNCH HIS MOM ██████████ IN THE MOUTH/FACE WITH A CLOSED FIST 3 TIMES IN RAPID SUCCESSION.

--HIS MOM GOT A CRUTCH AND SWUNG IT AT ██████████ TWICE.

--HIS DAD BLOCKED BOTH OF THE BLOWS.

--HIS DAD WENT INTO THE BEDROOM TO GET SOME CLOTHES ON AND HIS MOM WENT TO THE PHONE IN THE KITCHEN TO CALL 911.

--WHEN ██████████ FOUND OUT THAT MOM WAS ON THE PHONE WITH 911 HE TOOK THE PHONE FROM HER HAND AND TOLD THE OPERATOR THAT EVERYTHING WAS O.K. AND HUNG UP.

--THEY RETURNED TO THE BEDROOM AREA, STILL ARGUING.

--THE PHONE RANG AND IT WAS THE 911 OPERATOR.

--HE AND ██████████ PICKED THE PHONE UP AT THE SAME TIME (SEPERATE LOCATIONS).

--WHEN ██████████ FOUND OUT THAT HE WAS TALKING WITH THE 911 OPERATOR HE CAME INTO HIS ROOM AND TOOK THE CORD OUT OF THE HANDSET.

--██████████ CONTINUED TO ARGUE AND HE SAW ██████████ PUSH MOM, CAUSING HER TO FALL INTO A VIDEO POKER MACHINE IN THE LIVING ROOM.

--HIS MOM COULD NOT GET UP FOR A FEW MOMENTS AND CRAWLED ACROSS THE FLOOR.

REPORTING OFFICER NARRATIVE

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01-01635

--HIS MOM YELLED FOR HIM TO CALL 911.
--HE WENT INTO HIS BEDROOM, LOCKED THE DOOR, AND DIALED 911.
--SUDDENLY [REDACTED] FORCED OPEN THE DOOR, CAUSING DAMAGE TO THE DOOR FRAME, AND RIPPED THE PHONE OUT OF THE WALL.
-- [REDACTED] THEN TOLD HIM TO WAKE UP HIS YOUNGER BROTHER, [REDACTED] [REDACTED] SO THAT HE COULD LEAVE WITH HIM.
--HE WENT INTO HIS BROTHERS ROOM TO FIND [REDACTED] ALREADY AWAKE AND CRYING.
-- [REDACTED] TOLD [REDACTED] TO COME OUTSIDE INTO THE GARAGE WITH HIM AND THEY WALKED OUT INTO THE GARAGE.
--THE OFFICERS STOPPED [REDACTED] WHEN HE WAS OUT IN THE GARAGE. [REDACTED] HAD NOTHING FURTHER TO ADD.
SGT. SHOCKLEY TOOK PICTURES OF [REDACTED] INJURIES AND THE DAMAGE TO THE DOOR FRAME AND PHONE.
I RESPONDED TO THE POLICE DEPARTMENT TO COMPLETE BOOKING OF JOSEPH BORRELLI.
ONCE AT THE POLICE DEPARTMENT I ADVISED JOSEPH BORRELLI OF HIS MIRANDA RIGHTS FROM MY DEPARTMENT ISSUED MIRANDA CARD. JOSEPH STATED THAT HE UNDERSTOOD HIS RIGHTS BUT WOULD NOT WAIVE THEM IN ORDER TO MAKE A STATEMENT.
BORRELLI WAS BOOKED AND HELD FOR COURT.
CLEARED BY ARREST.

Incident Report Suspect List

Lake Havasu Police Department Archive

OCA: 01-01635


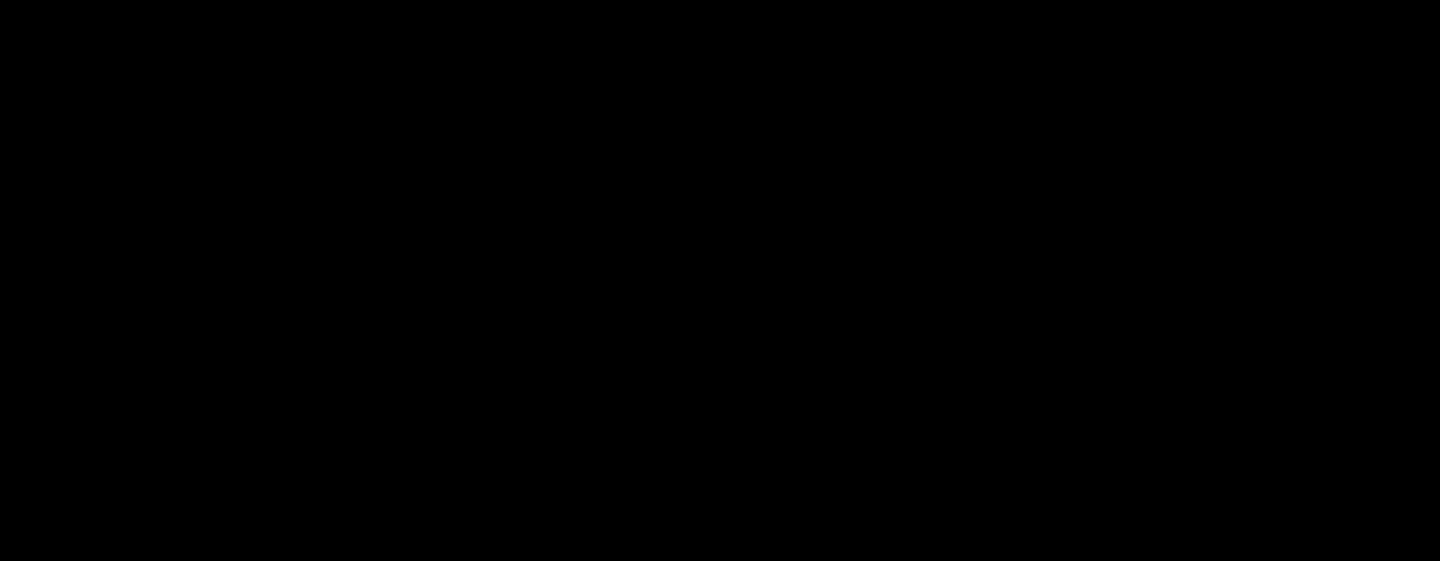
1	Name (Last, First, Middle)	Also Known As	Home Address
	<i>BORRELLI, JOSEPH NMN</i>		 <i>LAKE HAVASU CITY, AZ 86406</i>
			

EXHIBIT E

EXHIBIT F

REPORTING OFFICER NARRATIVE

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Victim	Offense ASSAULT - SIMPLE	OCA 04-06431
		Date / Time Reported Sun 08/22/2004 05:37

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HTE Department Classification: 158 - DOM VIOLENCE/ASSAULT

-----ORIGINAL REPORT-----

Reporting Officer: (181) - FRANCES, JR., THEODORE

Added By Employee: (867) - STEFICK, CYNTHIA

Added Date: 08/22/2004

ON 08-22-04 AT ABOUT 0420 HOURS, JOSEPH BORRELLI REPORTED THAT HE WAS ASSAULTED BY HIS WIFE WITH A KNIFE AT 3269 SILVERSMITH DR.

ON 08-22-04 AT ABOUT 0420 HOURS, I WAS DISPATCHED TO 3269 SILVERSMITH DR. IN REFERENCE TO A DELAYED DOMESTIC VIOLENCE ASSAULT. UPON ARRIVAL I MET WITH THE REPORTING PARTY, JOSEPH BORRELLI WHO SAID:

- HIM AND HIS WIFE GOT INTO AN ARGUMENT OVER SOMETHING MINOR.
- HIS WIFE IS BI-POLAR.
- SHE WAS DRINKING THROUGHOUT THE NIGHT.
- DURING THE ARGUMENT HIS WIFE PICKED UP A KNIFE AND CAME AT HIM WITH THE KNIFE IN HER RIGHT HAND RAISED ABOVE HER HEAD.
- HE ATTEMPTED TO DISARM HER, AND WHILE DOING SO THE CONFRONTATION ENDED ON THE FLOOR OF THE MASTER BEDROOM.
- HE THINKS HE STRUCK HIS WIFE IN THE FACE WHILE ATTEMPTING TO GET THE KNIFE AWAY.

OFFICER OBSERVATIONS:

- BORRELLI HAD A SMALL PUNCTURE WOUND IN THE PALM OF HIS RIGHT HAND.
- ON HIS CHEST WERE SEVERAL VERTICAL SCRATCHES THAT APPEARED TO HAVE BARELY BROKEN THE SKIN.
- THE SCRATCHES WERE ABOUT SIX INCHES IN LENGTH.
- BORRELLI APPEARED TO HAVE NO FURTHER INJURIES.
- BORRELLI REFUSED MEDICAL TREATMENT.
- WHEN BORRELLI DEMONSTRATED HIS WIFES AGGRESSIVE ATTACK, HIS MINOR INJURIES DID NOT APPEAR TO BE CONSISTENT WITH HIS STATEMENTS.
- IN THE MASTER BEDROOM OF THE RESIDENCE WAS A KNIFE ON THE FLOOR LOCATED ON THE NORTH SIDE OF THE ROOM.
- THE KNIFE WAS ABOUT EIGHT INCHES IN LENGTH.
- IT HAD A WHITE PAINTED HANDLE AS IF IT WAS A DISPLAY KNIFE.
- NEXT TO THE KNIFE WERE SEVERAL OF WHAT APPEARED TO BE BLOOD DROPS.
- IN THE MASTER BATHROOM ON THE COUNTER TOP WAS ALSO SEVERAL

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Victim	Offense <i>ASSAULT - SIMPLE</i>	OCA <i>04-06431</i>
		Date / Time Reported <i>Sun 08/22/2004 05:37</i>

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BLOOD DROPS.

- SGT. WHITTAKER RESPONDED AND TOOK PHOTOS OF BORRELLIS INJURIES AND THE ALLEGED CRIME SCENE.
- BORRELLI WAS GIVEN A WITNESS STATEMENT TO COMPLETE.
- HE WAS VERY HESITANT ON FILLING IT OUT.
- THE STATEMENT WILL BE PICKED UP AT A LATER TIME.
- THE KNIFE WAS SECURED AND PLACED INTO EVIDENCE.
- OFFICER PRICHARD RESPONDED TO E.R. AND MET WITH MRS. BORRELLI. (SEE OFFICER PRICHARDS SUPPLEMENT FOR HIS FULL INVOLVEMENT, AND MRS. BORRELLIS INJURIES.)
- CASE PENDING CITY ATTORNEY SCREENING.

EXHIBIT G

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

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Lake Havasu Police Department Archive

OCA: **0406431**

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Case Status: *INACTIVE **

Case Mng Status: *NA*

Occurred: *08/22/2004*

Offense: *ASSAULT - SIMPLE*

Investigator: *PRICHARD, JASON T (169)*

Date / Time: *08/22/2004 00:00:00, Sunday*

Supervisor: *(0)*

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Supp*

-----SUPPLEMENT-----

Reporting Officer: (169) - PRICHARD, JASON

Added By Employee: (867) - STEFICK, CYNTHIA

Added Date: 08/22/2004

THIS SUPPLEMENT IS IN REFERENCE TO A DV/ ASSAULT REPORT THAT WAS TAKEN BY THIS AGENCY (DR 04-6431). ON 08-22-04 AT APPROX 04:27 HRS, I RESPONDED TO THE HOSPITAL IN ATTEMPTS TO CONTACT THE VICTIM OF AN ASSAULT FOR OFC FRANCES AND OFC JACOBS, WHO WERE STILL AT THE SCENE. UPON MY ARRIVAL, THE FOLLOWING OCCURRED:

THERE WAS A GOLD COLOR CADILLAC PARKED IN THE EMERGENCY ROOM PARKING LOT, WHICH MATCHED THE DESCRIPTION GIVEN BY THE LHCPD DISPATCH.

AT THAT SAME TIME, DISPATCH ADVISED ME THE HOSPITAL CALLED AND THE VICTIM (LATER IDENTIFIED AS JULIE BORRELLI) HAD ARRIVED AS I ENTERED THE EMERGENCY ROOM, THE NURSES AND DOCTORS TOLD ME JULIE BORRELLI WAS IN ROOM 9.

I OBSERVED JULIE BORRELLI SITTING ON THE HOSPITAL BED IN A HOSPITAL GOWN BEING ATTENDED TO BY THE HOSPITAL STAFF. JULIE BORRELLI HAD A LARGE AMOUNT OF DRIED BLOOD COMPLETELY COVERING THE LOWER PORTION OF HER FACE.

JULIE BORRELLI HAD DRIED / SMEARED BLOOD ON HER HANDS AND ARMS AS WELL.

JULIE BORRELLI HAD A NOTICEABLE BRUISE / SWELLING ON THE RIGHT SIDE OF HER NECK (NEAR HER LOWER JAW).

AFTER THE HOSPITAL STAFF WAS FINISHED WITH THEIR INITIAL TREATMENT, I ASKED JULIE BORRELLI ABOUT WHAT HAD OCCURRED. SHE TOLD ME:

HE (IDENTIFIED AS HER HUSBAND SONNY) DID IT AGAIN SONNY HIT HER HARD THIS TIME BECAUSE IT HURTS.

TONIGHT THEY HAD FRIENDS OVER TO VISIT.

SHE WAS SPEAKING AND SONNY WOULD NOT LET HER FINISH HER SENTENCE.

THIS BOTHERED HER.

SONNY BECAME ANGRY TOWARDS HER AND STARTED HITTING HER

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT

Printed: 02/07/2023 16:45

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OCA: **0406431**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *INACTIVE **

Case Mng Status: *NA*

Occurred: *08/22/2004*

Offense: *ASSAULT - SIMPLE*

Investigator: *PRICHARD, JASON T (169)*

Date / Time: *08/22/2004 00:00:00, Sunday*

Supervisor: *(0)*

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Supp*

SEVERAL TIMES.

SONNY PICKED UP ONE OF HIS MANY GUNS (UNKNOWN WHICH ONE).

SONNY TOOK IT INTO THE BACK YARD AND FIRED IT ONE TIME.

AFTER THAT, SHE DROVE HERSELF TO THE HOSPITAL.

I ASKED JULIE BORRELLI ABOUT THE REPORTED KNIFE. SHE TOLD ME:

SHE DOES NOT KNOW ANYTHING ABOUT A KNIFE BEING INVOLVED IN THE ARGUMENT.

THE ONLY KNIVES SHE KNOWS ABOUT ARE IS A SWISS ARMY KNIFE AND THEIR TYPICAL KITCHEN KNIVES.

THE SWISS ARMY KNIFE IS UNDER THE BAR AND THEY WERE NEVER NEAR THE KITCHEN TO GET THOSE KNIVES.

SHE BELIEVES SONNY IS CAPABLE OF SELF-INFLICTING INJURIES.

SHE HAS REPEATEDLY ASKED L.D. (LUMPKIN) TO COMMIT HIM FOR 72 HOURS.

OBSERVATIONS / INVESTIGATIONS:

NO MORE DIRECT QUESTIONS WERE ASKED OF JULIE BORRELLI SO THAT THE HOSPITAL STAFF COULD FURTHER ATTEND TO HER INJURIES.

AFTER THE DRIED BLOOD WAS CLEANED, JULIE BORRELLI HAD AN OBVIOUS LACERATION ON THE INSIDE OF HER LOWER LIP THAT MAY REQUIRE STITCHES.

THE TOP RIGHT FRONT TOOTH WAS OBVIOUSLY OUT OF PLACE AND APPEARED TO BE DARKER THAN THE REST.

A SMALL PIECE OF DAMAGED TOOTH WITH FRESH BLOOD WAS ON THE DOCTORS EQUIPMENT TRAY NEXT TO THE BED.

JULIE BORRELLI DESCRIBED HER 10,000 TEETH AS PERFECT BEFORE TONIGHT.

SGT WHITTAKER ARRIVED AND PHOTOGRAPHED JULIE BORRELLIS INJURIES.

CASE STATUS: PENDING CITY ATTY SCREENING.

Investigator Signature

Supervisor Signature

CASE SUPPLEMENTAL REPORT
NOT SUPERVISOR APPROVED

Printed: 02/07/2023 16:45

Lake Havasu Police Department Archive

OCA: **0406431**

THE INFORMATION BELOW IS CONFIDENTIAL - FOR USE BY AUTHORIZED PERSONNEL ONLY

Case Status: *INACTIVE **

Case Mng Status: *NA*

Occurred: *08/22/2004*

Offense: *ASSAULT - SIMPLE*

Investigator: *FRANCES, THEODORE J Jr (181)*

Date / Time: *12/19/2005 00:00:00, Monday*

Supervisor: *(0)*

Supervisor Review Date / Time: *NOT REVIEWED*

Contact:

Reference: *Supp*

-----SUPPLEMENT-----

Reporting Officer: (181) - FRANCES, JR., THEODORE

Added By Employee: (888) - SHANNON, SHIRLEY

Added Date: 12/19/2005

THIS SUPPLEMENT IS IN REFERENCE TO DR04-6431 (ASSAULT).
AS OF THIS DATE (12-19-05), THIS CASE HAS EXCEEDED THE STATUTE
OF LIMITATIONS.
CASE STATUS INACTIVE.

Investigator Signature

Supervisor Signature

EXHIBIT H

