



## MORTGAGE LOAN OFFICER CHECKLIST

Please submit this checklist along with all the items below to [careers@pmccanhelp.com](mailto:careers@pmccanhelp.com) or fax to 866-598-9987.

- PMC Checklist with Name of Recruiter and IP address listed
- PMC Personal Information Disclosure
- PMC Employment Application Form, signed
- IRS W4 Form, signed (For FHA commissions)
- IRS W9 Form, signed (must be independent; soc sec # needs to be listed)
- INS I-9 Form for work eligibility
- Copy of Driver's License or State ID (required) and Copy of Social Security Card (required)
- PMC MLO Agreement, signed
- PMC MLO Compliance Addendum
- PMC Mutual Non-Disclosure Agreement
- PMC Compensation Schedule, signed
- PMC Code of Conduct Form, signed
- PMC Zero Tolerance Policy, signed
- PMC Anti Money Laundering, signed
- PMC Direct Deposit Form and copy of Voided Check
- Department of Real Estate Short Sale Rules, signed and dated bottom of last page
- Resume
- IP Address of Internet Service used for credit report access \_\_\_\_\_ . \_\_\_\_\_ . \_\_\_\_\_  
(use [www.whatsmyip.com](http://www.whatsmyip.com) to find your IP address)

NAME OF YOUR RECRUITER: \_\_\_\_\_

Corporate Office: 915 Highland Pointe Dr. Ste. 250, Roseville, CA 95678  
Premier Mortgage & Real Estate Brokerage Serving CA, OR & WA Since 1989  
Off: 800-385-3657 | Fax: 866-598-9987 | Email: [info@pmccanhelp.com](mailto:info@pmccanhelp.com)  
Real Estate [www.pmcrealty.net](http://www.pmcrealty.net) | Blog [www.pmccanhelp.wordpress.com](http://www.pmccanhelp.wordpress.com)

**Conventional - Jumbo - FHA - VA - USDA - Lite Doc - Hard Money - Commercial - Superior Customer Service**



## PERSONAL INFORMATION DISCLOSURE

### Personal Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Home Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Social Security Number or Government ID: \_\_\_\_\_

Birth Date: \_\_\_\_\_ Marital Status: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_ Spouse's Work Phone: ( ) \_\_\_\_\_

### Job Information

Title: \_\_\_\_\_ Employee ID: \_\_\_\_\_

Supervisor: \_\_\_\_\_ Department: \_\_\_\_\_

Work Location: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Work Phone: ( ) \_\_\_\_\_ Cell Phone: ( ) \_\_\_\_\_

Start Date: \_\_\_\_\_

### Emergency Contact Information

Full Name: \_\_\_\_\_  
*Last* *First* *M.I.*

Address: \_\_\_\_\_  
*Street Address* *Apartment/Unit #*

\_\_\_\_\_  
*City* *State* *ZIP Code*

Primary Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

Relationship: \_\_\_\_\_



## EMPLOYMENT APPLICATION

| APPLICANT INFORMATION                     |                              |                             |   |
|---|------------------------------|-----------------------------|---|
| Last Name                                 | First                        | M.I.                        | Date  |
| Street Address                            |                              | Apartment/Unit #            |   |
| City                                      | State                        | ZIP                         |   |
| Phone                                     |                              | E-mail Address              |   |
| Start Date                                | Social Security No.          | W2 or 1099                  |   |
| Position Applied for                      |                              |                             |   |
| Are you a citizen of the United States?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> | If no, are you authorized to work in the U.S.? YES <input type="checkbox"/> NO <input type="checkbox"/> |
| Have you ever worked for this company?    | YES <input type="checkbox"/> | NO <input type="checkbox"/> | If so, when?  |
| Have you ever been convicted of a felony? | YES <input type="checkbox"/> | NO <input type="checkbox"/> | If yes, explain   |

| EDUCATION   |    |  |        |
|-------------|----|--|--------|
| High School |    | Address  |        |
| From        | To | Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/> | Degree |
| College     |    | Address  |        |
| From        | To | Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/> | Degree |
| Other       |    | Address  |        |
| From        | To | Did you graduate? YES <input type="checkbox"/> NO <input type="checkbox"/> | Degree |

| REFERENCES  |              |
|---|--------------|
| <i>Please list three professional references.</i> |              |
| Full Name   | Relationship |
| Company   | Phone (    ) |
| Address   |              |
| Full Name   | Relationship |
| Company   | Phone (    ) |
| Address   |              |
| Full Name   | Relationship |
| Company   | Phone (    ) |
| Address   |              |



| PREVIOUS EMPLOYMENT   |                    |                    |  |
|---|--------------------|--------------------|--|
| Company   |                    | Phone ( )          |  |
| Address   |                    | Supervisor         |  |
| Job Title   | Starting Salary \$ | Ending Salary \$   |  |
| Responsibilities  |                    |                    |  |
| From  | To                 | Reason for Leaving |  |
| May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/> |                    |                    |  |
| Company   |                    | Phone ( )          |  |
| Address   |                    | Supervisor         |  |
| Job Title   | Starting Salary \$ | Ending Salary \$   |  |
| Responsibilities  |                    |                    |  |
| From  | To                 | Reason for Leaving |  |
| May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/> |                    |                    |  |
| Company   |                    | Phone ( )          |  |
| Address   |                    | Supervisor         |  |
| Job Title   | Starting Salary \$ | Ending Salary \$   |  |
| <b>Responsibilities</b>   |                    |                    |  |
| From  | To                 | Reason for Leaving |  |
| May we contact your previous supervisor for a reference? YES <input type="checkbox"/> NO <input type="checkbox"/> |                    |                    |  |

| MILITARY SERVICE                 |                   |
|----------------------------------|-------------------|
| Branch                           | From To           |
| Rank at Discharge                | Type of Discharge |
| If other than honorable, explain |                   |

| DISCLAIMER AND SIGNATURE  |      |
|---|------|
| I certify that my answers are true and complete to the best of my knowledge.  |      |
| If this application leads to employment, I understand that false or misleading information in my application or interview may result in my release. |      |
| Signature   | Date |



## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement ("Agreement") is entered into between Platinum Mortgage Company, a California Corporation ("Company"), and \_\_\_\_\_ ("Mortgage Loan Originator").

### Recitals

A. Company is engaged in the business of arranging real estate financing and real estate marketing for its clients.

B. Company desires to engage Agent to act on its behalf in arranging real estate financing and/or real estate marketing for Company's borrowers.

C. Agent desires to arrange real estate financing for Company's clients pursuant to the terms and conditions set forth in this Agreement or as may be required by Company from time to time.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions set forth below, Company and Agent agree as follows:

### Article 1. Term

This Agreement shall become effective on \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_, or at such time as the last party to sign this Agreement has delivered a fully executed copy thereof to the other party, whichever is the last to occur (the "Effective Date"), and shall thereafter continue in effect on a month-to-month basis unless terminated earlier pursuant to the terms of section 7.1 herein

### Article 2. Duties of Agent

2.1 Compliance with Law. Agent agrees to arrange financing and/or real estate transactions on behalf of Company's Clients and to perform such related duties as are customary in the mortgage brokerage and real estate business or as may reasonably be required by Company from time to time. Agent agrees during the term of this Agreement to remain apprised of and to comply with all applicable federal, state and local laws, regulations and ordinances pertaining to real estate financing and real estate marketing, including, without limitation, those of the state(s) in which such transactions are arranged or where the real property securing the loan is located. A violation of this paragraph shall constitute a material breach of this Agreement.

2.2 License. Agent represents that he/she holds all licenses required by state and/or federal law to perform the services contemplated under this Agreement at the location set forth at paragraph 2.3 below, or that he/she is otherwise duly qualified to perform these services at said location of subject property for said service. Agent covenants to remain duly licensed and/or qualified to engage in mortgage loan origination in the state(s) in which he/she performs services under this Agreement at all times during the term of this Agreement. Agent's failure to remain licensed or duly qualified to engage in mortgage loan origination at any time during the term of this Agreement shall constitute a material breach of this Agreement.

2.3 Location. Agent shall only perform the services contemplated under this Agreement at Agent's own location.

2.4 Company Forms and Instructions. Agent agrees to utilize all forms supplied by Company which Company determines, in its sole discretion, are necessary for the provision of the services to be performed by Agent under this Agreement. Agent further agrees to provide the services described herein in accordance with any manual and/or training materials provided by Company and in accordance with any Company advertising or promotional material then in effect.

2.5 Markups. Agent acknowledges and agrees that he/she will comply with Company's policy of never adding a surcharge or mark-up to the cost of any third party settlement service when performing services under this Agreement.

2.6 Processing. As of the Effective Date of this Agreement, Company shall direct processing of all loans. Company loan processing can be done in-house or may be contracted to a loan processing company approved by company. Company reserves the right to set the amount of this processing fee at any time, without notice.

2.7 Company's Name. All loans, and all activities performed by Agent under this Agreement, shall be completed in the name of Company, unless Agent has received the express written consent of Company to close the loan in another name.

2.8 Payments. All loan fees, commissions, broker rebates, reimbursements and/or other income relative to mortgage loans arranged by Agent shall be made payable to Company.

2.9 Documents. Agent acknowledges that all documents received or prepared by Agent pertaining to the business



of Company are, and shall remain, the sole property of Company.

2.10 Third Party Fees. Agent agrees to review the HUD-1 prior to the close of escrow on all loans. He/she agrees to confirm that payment of all third party fees including, without limitation, payment for any appraisal performed in connection with the loan, will be made through escrow.

2.11 Private Money Loans. Absent Company's prior written consent, Agent agrees during the term of this Agreement not to make or arrange any mortgage loan except through a lender with whom Company has an established business relationship. Agent further agrees, during the term of this Agreement, not to extend or make any mortgage loans in which Agent is acting as a lender or in which Agent funds the loan(s). Agent also agrees, during the term of this Agreement, not to arrange any mortgage loan wherein the lender is an individual.

### Article 3. Compensation

3.1 Commissions. Company agrees to pay Agent a commission on mortgage loans arranged by Agent on behalf of Company's borrowers, which thereafter close. Agent shall be compensated in accordance with the compensation schedule at Exhibit "A" hereto. Such commissions shall be deemed earned by Agent only as and when the applicable fees and/or charges in connection with any such loans are actually received by Company and all quality control functions have been completed and cleared.

3.2 Modification of Compensation Schedule. The compensation schedule at Exhibit "A" may be changed from time to time at the sole discretion of Company. Any such changes shall be in writing and signed by Company and Agent. Any such changes shall not affect any other terms and/or conditions of this Agreement.

3.3 Split Commissions. In the event Agent jointly participates in loan origination activity on a particular loan with another Agent of Company, Agent's share of the commission on such loan shall be divided with the participating Agent according to the agreement between them. All such agreements should be in writing. Any dispute with respect to any such arrangement shall be resolved pursuant to the terms of Article 9 herein.

3.4 Company's Anti-Churning Policies. The term "churning" generally describes a practice wherein a agent arranges a mortgage loan for a borrower, the arranger of that loan is compensated through the lender's payment of a broker rebate, and then that same agent arranges another loan for that same borrower, refinancing the first loan, all within a prohibited period of time set by the lender. In such an event, the lender may require a refund of any previously paid Company rebate or compensation. Agent acknowledges that each lender has established its own policies with respect to "churning" and agrees to remain apprised of, and to comply with, each such anti-churning policy. Failure to do so shall constitute a material breach of this Agreement or, as applicable, the termination of Agent's employment and forfeiture of any compensation due.

3.5 Pre-payment. If any loan submitted by Agent to Company shall be prepaid in full before the receipt of six (6) scheduled monthly payments as a result of a refinance or sale transaction in which Agent is involved, then Agent shall promptly refund to Company, the amount of any "service release premium" and/or "yield spread premium fee" and/or other compensation (as those terms are defined for federal disclosure purposes) previously paid to Agent by Broker with respect to such loan. The obligation of Agent set forth in this Article 3 Paragraph 3.5 shall apply regardless of whether Company is involved in the subsequent transaction. Company may elect to withhold compensation on transactions originated by Agent with lenders or investors, which require return of premiums or compensation for periods of time after closing the closing of the transaction. The period of time to withhold will be determined by the individual contract held by Company with that lender or investor.

3.6 Non-Waiver of Remedies; Right of Offset. Company is not required to demand and purchase within any particular period of time. Any delay or passage of time before making such demand shall not constitute a waiver by Company. Amounts owed by Agent to Company under this Agreement may, at Companies option and in its sole discretion, be offset by Company against any payments then or thereafter owed by Company to Agent. Any such offset shall not constitute an accord and satisfaction unless agreed to in writing by the parties. If Agent collects any funds in connection with any loan submitted to Company, Agent shall immediately forward such funds to Company and nothing contained in this Paragraph 3.6 shall limit Company's rights to any remedy, legal or equitable; all such legal and equitable remedies, including those provided for herein, being in addition to and not in lieu of any other remedy.

3.7 Loan Fraud. In the event that Company, in its sole discretion, determines that Agent has violated its policy against Loan Fraud, as set forth at Exhibit "B" hereto, Agent agrees that he/she will not receive any commission in connection with that loan. Agent further agrees that Company may exercise any rights it has under this Agreement or at



law against Agent in the event Agent violates Company's policy against Loan Fraud, including, without limitation, the immediate termination of this Agreement and/or the immediate termination of Agent's employment with Company.

3.8 Authorization and Payment of Taxes. Contractor shall be responsible to pay, when and as due, any and all taxes incurred as a result of Loan Officer's compensation hereunder, including estimated taxes, and shall provide the Company with proof of such payments upon demand. Agent hereby authorizes Company to collect and file any and all taxes on behalf of Agent in order to satisfy proof of such payments. Any agent losses, costs, fees, liabilities, damages or injuries suffered by the Agent arising out of Agent's breach of this section shall be the sole responsibility of the Agent.

3.9 Agent acknowledges that each lender has established its own policies with respect to early payoff, early default and fraud issue time frames for forfeiture of compensation or repurchases. Agent agrees to cooperate in these policies by allowing company to withhold compensation on files where lender has guidelines which may result in the forfeiture of fees and compensation or repurchase of a loan until the expiration of any time frame requiring such forfeiture or repurchase.

#### Article 4. Authority

4.1 Agent acknowledges and agrees that he/she has no right or authority to bind Company to any agreement, contract or undertaking without the prior written approval of Company. Agent further acknowledges and agrees that all documents received or prepared by Agent pertaining to the business of Company are, and shall remain, the property of Company. Agent shall have no authority to: (i) pledge the credit of Company or any of its employees; (ii) release or discharge any debt owing to Company; or, (iii) sell, mortgage, transfer, hypothecate or otherwise dispose of any non-inventory assets of Company having a cumulative fair market value in excess of \$100.00.

4.2 Independent Contractor Status. Agent enters into this Agreement as, and shall continue to be, an independent contractor. Payment of commissions may from time to time and at the sole digression of the Company, be paid as W2 wages in order to comply with lender program or approval requirements. Such payment of commissions, taxes and fees will be paid entirely out of Agents portion of commission unless designate under other written agreement. Under no circumstances shall Agent look to the Company as Loan Officer's employer, partner, Contractor or principal. Agent shall not be entitled to any benefits accorded to the Company's employees including without limitation, disability insurance, vacation or sick pay. Agent shall be responsible for providing, at Agent's expense, and in Agent's name, disability or other insurance as well as licenses and permits usual or necessary for conducting the services hereunder. Agent agrees that Agent shall not represent to any third party that Agent acts as an employee, Contractor, partner or joint venture of the Company.

#### Article 5. Advertising and Telemarketing

5.1 Advertising. Agent shall not publish, or caused to be published, any advertisement in any medium related to the services contemplated under this Agreement without the prior approval of Company. Agent agrees that any advertising, which is thereafter circulated or distributed by Agent, or at the direction or instigation of Agent, shall comply with all applicable federal, state and local advertising laws, and any regulations or ordinances related thereto.

5.2 Telemarketing. Agent shall not engage in any telemarketing related to the services contemplated under this Agreement without the prior approval of Company. Agent agrees that any telemarketing, which is thereafter performed by Agent, or at the direction or instigation of Agent, shall comply with all applicable federal, state and local telemarketing laws, and any regulations or ordinances related thereto.

5.3 Violation. Agent acknowledges and agrees that any violation by Agent of this Article shall constitute a material breach of this Agreement.

#### Article 6. Non-Competition

6.1 Best Efforts. Agent shall at all times faithfully and industriously perform all services, acts and other things necessary to perform his/her obligations under this Agreement, using his/her best efforts consistent with good industry practices, the long-term best interests and reputation of Company and the policies and procedures set by the management of Company. Agent agrees that he/she shall not enter into a similar contract for services with any other company, or perform any mortgage loan brokerage services on behalf of any other mortgage broker, during the term of this Agreement, or be employed by any real estate related company without the prior written consent of an officer of Company.

6.2 Confidential Information. Agent acknowledges that Company owns proprietary Confidential Information, which constitutes a valuable, special and unique asset of Company. This Confidential Information has been compiled and





developed by Company over time at considerable expense and effort, has not been divulged to third parties, and is not known to Company's competitors who could obtain economic value from such information if it were known. As used herein, the term "Confidential Information" includes all information and materials belonging to, used by, or in the possession of Company relating to its products, processes, services, technology, inventions, patents, contracts, forms, records, data, processes, ideas, financial information, business strategies, pricing, marketing plans, customer lists, and trade secrets of every kind and character, but shall not include (i) information that was already within the public domain at the time the information was acquired by Agent, or, (ii) information that subsequently becomes public through no act or omission of Agent. Agent agrees that all Confidential Information is and shall continue to be the exclusive property of Company, whether or not prepared in whole or in part by Agent and whether or not disclosed to or entrusted to Agent's custody. Agent's obligation to preserve the secrecy of Confidential Information shall survive the termination of this Agreement. Upon termination of this Agreement, Loan Agent agrees to return to Company all files, papers, prospect cards and materials of any kind containing or relating to Confidential Information, including all copies thereof.

6.3 Non-Solicitation of Employees. Agent agrees that for a period of two (2) years following the termination of this Agreement, he/she shall not induce or attempt to induce any employee of Company, or any independent contractor providing services to Company, to discontinue his/her employment or association with Company for the purpose of obtaining employment with or providing services to a competitor of Company, including Agent.

6.4 Non-Solicitation of Borrowers. After termination of this Agreement, Agent shall not solicit Company's customers or prospective customers if the name(s) of said customers was obtained through, or made known to Agent by, a Company supplied lead.

6.5 Prior Agreements. Agent represents and covenants that he/she is not bound by any non-competition or non-solicitation agreement in effect with a prior employer, which would preclude, limit or in any manner restrict the performance of his/her duties under this Agreement. Without limiting the foregoing, Agent expressly acknowledges and agrees that the performance of his/her duties under this Agreement will not violate the terms and conditions of any agreement with respect to the use, or misappropriation, of proprietary information or trade secrets.

6.6 Violation. A violation of this Article shall constitute a material breach of this Agreement.

## Article 7. Termination

7.1 Immediate Termination. This Agreement shall terminate without notice immediately upon the occurrence of any of the following events, unless the parties agree in writing that the Agreement shall continue:

- a. a material breach of this Agreement;
- b. the insolvency, bankruptcy or receivership of Agent; or,
- c. Company's determination, in its sole discretion, that Agent has engaged in loan fraud; and,
- d. If Agent is an employee, upon the termination of his/her employment with the Company.
- e. Termination Upon Notice. Either party hereto may terminate this Agreement at any time by giving the other party fifteen (15) days written notice.

7.2 Loan Files. Upon termination of this Agreement by either party for any reason, all loan files, whether pending or closed, shall remain with, or be returned to, Company.

7.3 Computers/Equipment. Immediately upon the termination of this Agreement by either party for any reason, all computer hardware and other equipment loaned to Agent by Company shall be returned to Company.

7.4 Loans in Process. Loan transactions initiated by Agent prior to the termination of this Agreement, which have not yet closed will be assigned by Company to another of its Agents who will perform the services necessary to complete the loan transaction. Compensation paid to this Agent, if any, on such loans shall be deducted from Agent's share of the commission(s).

## Article 8. Notice

Any notice given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the following addresses:





Platinum Mortgage Company  
Attn: Anna Ryan  
915 Highland Pointe, #250  
Roseville, CA 95678

Agent: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notices delivered personally shall be deemed communicated as of the actual date of receipt; mailed notices shall be deemed communicated as of three (3) business days after deposit in the United States mail.

**Article 9. Arbitration**

Every dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this arbitration provision, shall be resolved by binding arbitration. Arbitration shall be conducted in the City and County of San Diego, California, or at any other location which is mutually acceptable to the parties or as may be required state law, before a sole arbitrator, in accordance with the laws of the State of California for agreements made in and to be performed in California. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the Award may be entered in any court having jurisdiction. The provisions of this Article may be enforced by any court having jurisdiction, and the party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including attorneys' fees, to be paid by the party against whom enforcement is ordered.

**Article 10. Miscellaneous Provisions**

10.1 Integration. This Agreement supersedes any and all other agreements, either oral or in writing, between Company and Agent with respect to Agent's performance of services as a agent of Company, and contains all the covenants and agreements between the parties with respect to such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any parties which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

10.2 Assignment. This Agreement may not be assigned by Agent, but shall inure to the benefit of and be binding upon the successors and assigns of Company.

10.3 Receipt of Agreement. Each of the parties acknowledges that he, she or it has read this Agreement in its entirety and hereby acknowledges receipt of a fully-executed copy thereof.

10.4 Governing Law. This Agreement shall be governed by and construed according to the laws of the State of California.

10.5 Captions and Section Headings. Captions and section headings used herein are for convenience only and are not part of this Agreement and shall not be used in construing it.

10.6 Amendments and Waiver. This Agreement may be amended from time to time only by a writing signed by Company. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other provision, nor shall any waiver constitute a continuing waiver or commit a party to providing a waiver in the future.

10.7 Survival. The covenants, agreements, representations and warranties made herein shall survive the termination of this Agreement, unless the context clearly provides otherwise.

10.8 Severability. If a court or arbitrator of competent jurisdiction finds any provision in this Agreement to be invalid, illegal, or otherwise unenforceable, that determination will not affect any other provision of this Agreement. The invalid provision will be severed from this Agreement and all remaining provisions will continue to be enforceable by their terms and of full force and effect.

10.9 General Interpretation. This Agreement is the product of negotiation and preparation by Company and Agent. Each acknowledges and agrees that this Agreement shall not be deemed to have been prepared or drafted by one party or another, and shall be construed accordingly.

10.10 Third Party Beneficiary. This Agreement has been made by, and is made solely for the benefit of Company, its successors and assigns, and Agent. Nothing in this Agreement is intended to confer any rights or remedies under or because of this Agreement on any persons or entities other than the parties to it and Company's successors and assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons or entities to any party to this Agreement.



10.11 Signatures. The undersigned persons represent that they are authorized and have the legal capacity to enter into this Agreement.

Agent

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Platinum Mortgage Company ("Company") (Officer Use Only)

By: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



## MLO AGREEMENT COMPLIANCE ADDENDUM

This addendum is incorporated into and will be made a part of the Mortgage Loan Originator Agreement between Platinum Mortgage Company aka PMC "Broker" and \_\_\_\_\_ "Mortgage Loan Originator."

### *FNMA Initiatives*

- a) Platinum Mortgage Company acknowledges and is confirming that we do not employ, have contract with, and that no employee involved in the individual loan transactions submitted to PMC involves an individual or entity that appears on the Federal Home Loan Mortgage Corporation's Exclusionary List, the Department of Housing and Urban Development's Limited Denial of Participation List (LDP List), General Services Administration (GSA), Excluded Party List (EPL), or is under debarment or suspension.
- b) Our company is not involved in a current legal action by any regulatory body nor has previous action been taken.
- c) Platinum Mortgage Company will conduct a search prior to employment for each new hire thru the

following sites: LDP [https://www5.hud.gov/ecpcis/main/ECPCIS\\_List.jsp](https://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp)

GSA <https://www.epls.gov/> (search using True name or multiple names if you have more than one)

### *FACTA Red Flag Rules & Privacy of Information*

- a) As a third party loan originator (TOP), all employees of PMC are responsible for the safety, protection and proper handling of any Non-Public Information (NPI) or Personally Identifiable Information (PII) that the Broker, his/her employees or agents may receive from them or have access to, intentionally or inadvertently.
- b) Every employee of PMC acknowledges that s/he is also responsible for meeting all compliance requirements, both state and federal, associated with the possession of or access to that information.
- c) Every employee of PMC acknowledges that s/he has reviewed the requirements of the Red Flags Rules associated with the Fair and Accurate Credit Transaction Act (FACTA) or 2003, the Fair Credit Reporting Act (FCRA), the Gramm-Leach-Bliley Act (Regulation P) and all other federal and state laws and regulations as may be appropriate, and have implemented appropriate policy and procedural changes in accordance with said requirements including, but not limited to:
  - a. Implementation of a privacy and identity theft prevention program inclusive of approved policy and procedures and training program for all current and new employees,
  - b. Incorporating appropriate Red Flags that detect indicators of potentially fraudulent activities on every transaction, and
  - c. Procedures for the notification of data owners of any perceived fraudulent activity.

### *RESPA Compliance Attestation*

- a) All employees of PMC acknowledge and hereby certify that for all submissions to PMC, Broker and/or staff will conduct an analysis of the fees charged by the Broker, LO, lender, escrow company, title company, closing attorney and all third parties and will accurately account for those fees when completing the Good Faith Estimate (GFE).
- b) All employees of PMC acknowledge and accept that failure to accurately collect and disclose all required fees may result in a requirement for broker or his/her employee(s) to contribute funds for closing and said funds payable to borrower and/or lender for fees that may have been under disclosed, omitted or not disclosed properly. The closing instructions or additional instructions from PMC will indicate when this is required.



- c) All employees of PMC acknowledge that fees cannot be changed unless there is a qualified “Changed Circumstance,” as defined under RESPA. Some fees are subject to a 10% variance only and appropriate training with all staff members has been given.
- d) All employees of PMC further acknowledge that s/he/they and/or staff members will not issue any GFE’s other than those which s/he/they are submitting to USA; that loan submissions will contain the initial and any/all subsequently issued GFE’s provided to the customer due to any changed circumstances and USA will be provided with a history of any changed circumstances for each GFE that has/may have been issued including an analysis of what the changed circumstance was and a breakdown of any/all fees that were modified as a result of the changed circumstance.
- e) All employees of PMC acknowledge that the she/he and/or staff members will not issue any GFE’s after the loan has been submitted to PMC.
- f) All employees of PMC certify that all initial and any subsequent GFE’s issued to the customer were issued within 3 business days of receipt of the loan application or knowledge of a changed circumstance as defined under RESPA.

*S.A.F.E. Act*

- a) The employee assigned to submitting information to the NMLS on behalf of our company and our employees is not a Mortgage Loan Originator (MLO) (Applies to companies with 10 or more employees).
- b) Our employee records will be audited at least annually to ensure all employees’ conduction MLO activities are properly licensed within the NMLS system by our company or outside auditor, as our S.A.F.E Act policies and procedures dictate.
- c) All employees who are defined as MLOs (per broker and the S.A.F.E. Act) must be licensed with the system designed by the federal banking regulators.
- d) Newly hired MLOs cannot act as an MLO on a loan application until properly licensed.
- e) MLOs will provide their assigned Unique Identifier to applicants as required, following our procedures.
- f) Annual training program to be delivered to all MLOs and annually thereafter. Training will be required for all newly hired MLOs as part of orientation and will also be conducted when any changes are made to the law or when audits or reviews identify issues.
- g) Employees who do not comply with our policies and procedures designed to comply with the S.A.F.E. Act requirement will be disciplined up to and including termination of employment. Newly hired employees whose background check is found to have a criminal background or other actions that would prevent them from acting as an MLO may not act as an MLO and are subject to disciplinary action up to and including termination of employment. Signature below acknowledges and represents that Broker has read the foregoing, understands it and is signing it voluntarily. No oral representations, statement or inducements apart from the foregoing written agreement, have been made. The signature below is an authorized signer for the broker as per the appropriate resolution, licensing or current broker agreement on file with PMC.

Platinum Mortgage Company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Date: \_\_\_\_\_



## MUTUAL NON-DISCLOSURE AGREEMENT

This Confidentiality Agreement (the "Agreement"), made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Platinum Mortgage Company with its corporate offices at 915 Highland Pointe, Ste. 250, Roseville, CA 95678, and (agent)\_\_\_\_\_.

### WITNESSETH:

WHEREAS, the parties hereto wish to explore the possibility of entering into certain business transactions. In the course of negotiation, the parties will provide confidential information relating to their business, including, without limitation, technical information, financial information, competitive information, customer information, contractual information, know-how, business methods and processes; and WHEREAS, the parties have agreed to receive such information on a confidential basis and shall disclose it only as provided for in this Agreement. NOW, THEREFORE, in exchange for mutual covenants contained herein and in order to protect the Confidential Information, both during the term of the relationship and after the expiration or termination thereof, the parties hereby agree as follows:

1. The term "Confidential Information" shall mean all information disclosed to one party to this Agreement (the "Receiving Party") by the other party to this Agreement (the "Disclosing Party") in written, graphic, recorded, photographic, or any machine-readable form (including information disclosed orally and subsequently reduced to writing) about such Disclosing Party (including its subsidiaries and corporate affiliates) and its business, including without limitation business plans, the terms of any pending transactions or acquisitions, financial statements or projections, trades secrets, customer information, intellectual property rights, products, research and development, operations, marketing, sales, pricing and trade know-how, whether or not such information is marked or labeled "Confidential" or "Proprietary."

2. The Receiving Party will use Confidential Information for internal purposes only, and only to the extent necessary: i) for negotiation, discussions and consultations with the Disclosing Party; ii) to consummate the transactions contemplated by such negotiations, discussions and consultations; and iii) for any other purpose the Disclosing Party may hereafter authorize in writing. The receiving Party will provide such Confidential Information only to those of its employees or agents who have a need to know the same.

3. The Receiving Party will not disclose Confidential Information to any third party, to any parent or subsidiary or affiliated companies, or to any of its divisions or operating units other than those working directly with the Disclosing Party on the business transactions contemplated herein. The Receiving Party shall use the same degree of care to protect and safeguard the confidentiality of Confidential Information as it uses to protect and safeguard the confidentiality of its own proprietary information. The Receiving Party represents and covenants that such degree of care is reasonably designed to protect the confidentiality of Confidential Information.

4. Each party agrees that the term "Confidential Information" does not include information which: (a) has been or becomes published or is now or is in the future in the public domain through no action of the Receiving Party; (b) prior to disclosure hereunder, is within the legitimate possession of the Receiving Party, as evidenced by competent written proof; (c) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party having rights therein without restriction of the third party's rights to disseminate the information and without notice of any restriction against its further disclosure; (d) is independently developed or acquired by the Receiving Party without reference to the Confidential Information; (e) is disclosed with the prior written approval of the Disclosing Party; (f) is obligated to be produced under order of a court of competent jurisdiction or a valid administrative or congressional subpoena; or (g) is disclosed by the Receiving Party after three years from the date of receipt, provided that in any action to enforce or remedy a breach of this Agreement, the Receiving Party shall have the burden of establishing the applicability of the subsection on which it relies.

5. All copies of Confidential Information received by the Receiving Party shall be returned to the Disclosing Party immediately upon such party's request or, upon such party's request, destroyed.



6. Nothing in this Agreement shall be construed as granting or conferring any rights by license or otherwise for any invention, discovery, or improvement made, conceived, or acquired prior to or subsequent to the date of this Agreement.

7. The Receiving Party shall inform all of its agents and employees to whom Confidential Information is revealed of the existence of this Agreement and of the limitations placed on the use and disclosure of Confidential Information and shall be responsible for any breach of this Agreements by any of such employees or agents.

8. In the event of a breach or threatened breach of the terms of this Confidentiality Agreement, each party shall be entitled to an injunction prohibiting revelation of the Confidential Information and any and all other appropriate equitable remedies. Any such relief shall be in addition to and not in lieu of appropriate relief in money damages. Each party acknowledges that Confidential Information is valuable and unique and that disclosure in violation of this Confidentiality Agreement will result in irreparable injury to the other party.

9. Either party may terminate the working relationship contemplated by this Confidentiality Agreement by written notice to the other party. Notwithstanding any such termination, all rights and obligations hereunder shall survive with respect to Confidential Information disclosed prior to such termination.

10. This Confidentiality Agreement supersedes any prior such agreement, may not be amended or modified except in a writing signed by both parties, and shall be governed by and construed in accordance with the laws of the state of California without regard to California's choice of law provisions. If any provision of this Confidentiality Agreement is found to be unenforceable, the remaining provisions shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit enforcement in a manner most closely approximating the intention of the parties as expressed herein.

Platinum Mortgage Company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_



## COMPENSATION SCHEDULE FOR VIRTUAL MORTGAGE LOAN ORIGINATORS

Lender and Borrower paid compensation is set at a minimum of 1.00-2.75% maximum to the broker (varies by each lender and is reset every quarter). On borrower paid compensation plans, some lenders may allow a maximum of \$1495 processing fee. PMC will retain the following split from the broker compensation (effective 11/12/2020):

- 30 bps of the loan amount for the 1<sup>st</sup> funded loan
- 20 bps of the loan amount for the 2<sup>nd</sup> funded loan
- 10 bps of the loan amount for the 3<sup>rd</sup> funded loan
- 50 bps for the loan amount for PMC generated leads

\* \* \* compensation agreement is subject to change at company's discretion \* \* \*

Virtual Mortgage Loan Originator will receive the net difference minus the following broker fees:

- \$300 Broker Admin Fee
- \$395 Loan Processing Fee (unless self-processed)
- \$125 E&O Risk Management Fee
- \$15 Incoming Wire Fee (if applicable)
- \$25-35 Escrow Wire Fees (if applicable)
- \$2.50-\$16.50 per DU & DU re-issue fees not charged to borrowers (if applicable)

The Virtual Mortgage Loan Originators is also responsible for the following expenses (deducted from gross commissions): employee payroll & withholding taxes, less employer expenses including: federal & state payroll taxes, payroll service fees, worker's compensation fees, compliance and quality control expenses.

Pay period for Virtual Mortgage Loan Originators will be every Friday (1099 on Conventional and W2 for FHA). The broker funds need to be received by Tuesday in PMC's office in order to be included in that week's payroll.

Mortgage Loan Originator (MLO # \_\_\_\_\_)

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (Print): \_\_\_\_\_

Platinum Mortgage Company

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_





## CODE OF CONDUCT

Platinum Mortgage employees will:

1. Conduct business with honesty and integrity;
2. Act so that the company is received and viewed in a positive manner;
3. Respond to customers and fellow staff with courteous, business-like behavior;
4. Treat other employees without malice, gossip, hearsay, or other negative communications;
5. Avoid any activity that can be construed as harassment whether sexual, physical, emotional, racial, or any other type of demeaning activity;
6. Follow the problem resolution procedures outlined in the Policies and Procedures Manual in the event of a conflict;
7. Not participate in theft, fraud, breaking of confidentiality (with regard to clients or company personnel), or any other damaging event that would put the company, employees, or clients at risk;
8. Conform to dress codes that are intended to enhance the company's image in the public eye;
9. Respect company facilities and functions as a drug-free environment) including all categories of illegal or controlled substances that would be adverse for an individual or the company); and
10. Support the work and visions of the company while employed by Platinum Mortgage Company.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## ZERO TOLERANCE POLICY

### Types of Loan Fraud

1. Submission of inaccurate information, including false statements on loan application(s) and falsification of documents purporting to substantiate credit, employment, deposit and asset information, personal information including identity, ownership/non-ownership of real property, etc.
2. Forgery of partial or predominately accurate information.
3. Incorrect statements regarding the occupancy or intent to maintain minimum continuing occupancy as stated in the security instrument.
4. Lack of due diligence including failure to obtain all information required by the application and failure to request further information as dictated by the borrower's response to questions.
5. Unquestioned acceptance of information or documentation that is known, should be known, or should be suspected to be inaccurate.
  - a. Simultaneous or consecutive processing of multiple owner-occupied loans from one applicant supplying different information on each application.
  - b. Allowing one applicant or interested party to "assist with the processing of the loan."
6. Non-Disclosure of relevant information.

### Impact of Loan Fraud

The effects of loan fraud are costly to all parties involved. Platinum Mortgage Company stands behind the quality of its loan production. Fraudulent loans cannot be sold into the secondary market and, if sold, will require repurchase by Platinum Mortgage Company. Fraudulent loans damage our reputation with our investors, mortgage providers and the industry as a whole. The price paid by those that participate in loan fraud is even more costly. The following is a list of a few of the potential consequences that may be incurred:

1. Criminal prosecution.
2. Loss of License.
3. Loss of lender access due to exchange of information between lenders, mortgage insurance companies including submission of information to investors (i.e.; Freddie Mac/Fannie Mae), police agencies, and the state licensing agencies.
4. Negative reporting to MARI.
5. Civil action by those that were victimized (applicant, borrower, lender, etc.). Platinum Mortgage Company reserves the right to take any lawful action against Agent upon finding fraud in any loan submitted to Platinum Mortgage Company or arranged on its behalf.

I have read and understand Platinum Mortgage Company's "Zero Tolerance Policy" regarding loan fraud and understand that here may be action taken against me should fraud be found in any of the loan files I submit to Platinum Mortgage Corporation or which I arrange on its behalf.

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name: \_\_\_\_\_



## **Anti-Money Laundering Program Requirements for Mortgage Lenders and Originators**

On February 7, 2012, the Financial Crimes Enforcement Network (FinCEN), which is a department of the U.S. Department of the Treasury, issued the Anti-Money Laundering Program and Suspicious Activity Report Filing Requirements for Residential Mortgage Lenders and Originators (SAR Rule). The Final Rule includes Residential Mortgage Lenders and Residential Mortgage Originators in the definition of a loan or finance company and requires these companies to comply with the anti-money laundering programs (AML) and report suspicious activities (SAR) under the Bank Secrecy Act (BSA). Effective Date - The SAR Rule went into effect on April 16, 2012. Compliance with the SAR Rule is required by August 13, 2012.

### AML Program Requirements

At a minimum, an AML Program should include the following:

- Written policies and procedures
- Internal controls that are company specific
- Designation of an AML Compliance Officer
- Ongoing AML training
- Independent program testing
- Filing SARs in a timely fashion

### Why require Mortgage Lenders and Mortgage Brokers to comply?

FinCEN has issued studies over the last several years, which analyzed SARs reporting suspected mortgage fraud and money laundering. These SARs, which were filed by depository institutions, included mortgage lenders and/or mortgage brokers. FinCEN believes that these companies “are in a unique position to assess and identify money laundering risks and fraud while directly assisting consumers with their financial needs and protecting the sector from the abuses of financial crime”.

### SAR Requirements

Mortgage lenders and mortgage brokers are now required to file a report to FinCEN of any suspicious transaction relevant to a possible violation of law or regulation. In addition, they may also file a report of any suspicious transaction that they believe is relevant to the possible violation of any law or regulation, but whose reporting is not required. Below are a few of the SAR requirement elements. Under the SAR Rule, there are four categories of transactions that require reporting. Section 1029.320(2) of the SAR Rule states the following:

“A transaction requires reporting under this section if it is conducted or attempted by, at, or through a loan or finance company, it involves or aggregates funds or other assets of at least \$5,000, and the loan or finance company knows, suspects, or has reason to suspect that the transaction (or a pattern of transactions of which the transaction is a part”

(i) Involves funds derived from illegal activity or is intended or conducted in order to hide or disguise funds or assets derived from illegal activity (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any Federal law or regulation or to avoid any transaction reporting requirement under Federal law or regulation;

(ii) Is designed, whether through structuring or other means, to evade any requirements of this part or any other regulations promulgated under the Bank Secrecy Act, Public Law 91–508, as amended, codified at 12 U.S.C. 1829b, 12 U.S.C. 1951–1959, and 31 U.S.C. 5311–5314, 5316–5332;



(iii) Has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the loan or finance company knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction; or

(iv) Involves use of the loan or finance company to facilitate criminal activity.”

Where to File - All SARs must be filed electronically in accordance with FinCEN’s instructions.

Timing of Filing- All SARs must be filed within 30 days of the initial detection of suspicious activity, unless a suspect was not identified with the initial detection. In that case, the SAR must be filed no later than 60 days after initial detection.

Record Retention-All SARs and supporting evidence for the SAR must be maintained for a minimum of five years from the date of filing.

There are other provisions of the SAR Rule, including those relating to:

- Confidentiality and disclosure notification requirements of SAR reports.
- Filings of reports on currency in excess of \$10,000
- Information Sharing

Resources - PMC strongly encourages everyone to review the full SAR Rule as well as some of the below references:

- [SAR Rule](#)
- [FinCEN’s website for mortgage lender and brokers](#)
- [FinCEN’s BSA E-Filing System](#)
- [FFIEC’s BSA/AML Examination Manual](#)  
<http://www.stopfraud.gov/>

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



## Short Sales -- An Overview and Warning to Real Estate Licensees Re: Fraud, and Legal and Ethical Minefields<sup>1</sup>

By Wayne Bell, Chief Counsel  
Mark Tuteru, Senior Deputy Commissioner

### I. Introduction.

In the current distressed California residential real estate environment, where many mortgage loan borrowers owe more on their homes than their properties are worth and some have opted to simply walk away from their homes and mail in their keys, so-called short sales have become favored transactions. For a long time, loan modifications were the primary strategy of the day for financially distressed homeowners. However, the results for loan modifications have been anemic at best.

In April of 2010, the federal government will offer financial incentives to push short sales through a program called Home Affordable Foreclosure Alternatives. The program is designed to spur home sales, and it specifically imposes new requirements on lien holders, including requiring certain debt forgiveness, an abbreviated time frame to respond to short sale offers, and provides government payments to homeowners (for moving and/or relocation expenses), servicers, and lien holders.

#### A. What is a Short Sale?

Because not all real estate professionals are aware of the mechanics of short sale transactions, the following overview is offered as a quick primer.

A short sale is a pre-foreclosure residential real estate transaction where the owner of the mortgage loan, the lender or lien holder (hereinafter sometimes "Lender"), agrees to (i) allow the home owner to sell his or her property for less than -- or "short" of -- the outstanding amount owed on the mortgage loan, and to (ii) release the property from the mortgage.

Homeowners who are "underwater" or "upside down" with respect to their mortgage loans, seek to sell their homes "short" to avoid the threat of foreclosure action and to lessen the credit damage that would accompany a foreclosure. Because of the "shortage", the transaction may involve "debt forgiveness" by the Lender. But this is often preferable to the Lender compared to a foreclosure -- which has costs and risks for

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<sup>1</sup>The authors wish to express their appreciation to Summer Bakotich, Deputy Commissioner of the California Department of Real Estate, for her insightful and helpful comments, and for her editorial review of this publication.

the Lender in terms of lost payments, eviction, property maintenance, insurance, taxes, fees, and the like -- or a loan modification, with the associated lack of certainty. Also, a short sale gets the non-performing mortgage loan asset off of the Lender's financial books.



## B. Is a Real Estate License Required to Represent the Parties to a Short Sale?

The simple answer is YES, with some extremely narrow and limited exceptions and exemptions.

A real estate broker license (or a real estate salesperson license where that person is working under the supervision of his or her broker) is required under section 10131 (d) of the California Business and Professions Code (B&P Code) where a person, in a representative capacity on behalf of another, "negotiates loans...or performs services for borrowers or lenders ...in connection with loans secured directly or collaterally by liens on real property..." for or in expectation of compensation, "regardless of the form or time of payment".

In addition, under section 10131 (a) of the B&P Code, a real estate broker license (or salesperson license with appropriate supervision by the broker of record) is required of any person who, as a representative of another, "Sells or offers to sell, buys or offers to buy, solicits prospective sellers or purchasers of, solicits or obtains listings of, or negotiates the purchase, sale or exchange of real property..."

The exceptions and exemptions from the licensure requirement are few and narrowly drawn. For example, a California licensed lawyer is exempt when that person renders services in the course and scope of his or her practice as an attorney.

Additionally, if a person is acting solely on behalf of himself or herself, or itself in the case of an entity, there is no need for a real estate license since the person or entity is not acting on behalf of another or others.

Because there is or may be mortgage loan "debt forgiveness" in a short sale, some people and entities argue that they can, and attempt to, consummate short sales on behalf of others without a real estate license by asserting that they are "debt negotiators", "debt resolution experts", "loss mitigation practitioners", "foreclosure rescue negotiators", "short sale processors", "short sale facilitators", "short sale coordinators", "short sale expeditors", or some other type of unlicensed short sale or debt specialist.

Yet it is because the loan debt is "secured directly or collaterally by liens on real property" that brings into play the legal mandate for a real estate broker license under California law.

If a real estate licensee wants to take a short sale listing and not conduct the short sale negotiations with the homeowner's lender, then the licensee must seek to ensure that an unlicensed third party is not performing the negotiations on behalf of the seller.

Criminal Penalties for Those Who Participate in Unlicensed Activities. Those who engage in short sale transactions, including the related "negotiations", and who are unlicensed (and do not have the benefit of an exception/exemption), are in violation of California law. The penalties include fines and/or imprisonment under section 10139 of the B&P Code.

## II. Fraud, and Questionable Conduct and Activities.

In addition to seeing unlicensed activities in the market with respect to short sales, the California Bureau of Real Estate (hereinafter "BRE") has also been alerted to fraudulent short sale transactions. Before discussing an example of short sale fraud that is becoming prevalent, it must be noted that the types and varieties of fraud (some quite elaborate) are many and are limited only by the imaginations of those who commit fraud. Thus, this segment and the succeeding discussion on scenario/scheme variations and legal and ethical minefields, is intended to raise concerns and issues for real estate licensees in California. But it is not intended to be comprehensive in scope.



#### A. Short Sale Fraud -- Flipping by Unlicensed Entities Using Straw Buyers.

In some cases, unlicensed "short sale facilitators" hone in on homes that are on the verge of foreclosure and persuade the lenders to accept "lowball" purchase offers, often times by using "straw buyers", questionable or self-interested broker price opinions or appraisals, and by failing to disclose that a sale at a higher price has previously been put on the table or negotiated.

In this case example, ABC Short Sale Services (hereinafter "ABC" -- the name has been changed for the purposes of this example), an unlicensed "short sale facilitator", contacts a distressed homeowner and tells him that ABC will facilitate the sale of underwater property with the best possible economic outcome to the homeowner.

Payments to the homeowner may even be promised to entice interest.

ABC then contacts a licensed California real estate broker (hereinafter "Broker") with little or no knowledge about short sale transactions, and offers to refer a short sale listing to the Broker. For the business, the Broker pays a referral fee to ABC. Once ABC has a Broker on board, ABC requires that the homeowner/seller sign a contract with ABC, in which the homeowner/seller agrees to permit ABC to serve as the homeowner/seller's "short sale negotiator". The contract has language like the following: "Seller agrees that he will no longer market the property and grants to ABC all necessary rights to market, negotiate, and enter into an agreement to sell the property to an unrelated third party".

For its services, ABC charges the homeowner/seller a \$395 upfront fee and then a second \$195 fee for the negotiation services.

In this case, \$480,000 is owed on the mortgage loan to the Lender, a federally insured financial institution, and the fair market value has fallen to \$410,000. The property is listed by the Broker for \$410,000, and the Broker takes no part in the "negotiations". Because lenders and lien holders do not always require the listing brokers to present to them every single offer made for the short sale property, ABC only presents to the Lender the offer(s) it so chooses. Because ABC controls all of the information provided to the Lender, ABC also decides to withhold legitimate offers from the Lender and convinces the Lender that the home is overpriced at \$410,000.

ABC presents its own \$340,000 offer to the Lender, in the name of a fictitious buyer or "straw person" (hereinafter "SP 1"). Because ABC has controlled all of the information to the Lender during the listing period, and has withheld legitimate higher offers, the Lender is led to conclude that SP 1's \$340,000 offer is the highest and best, and the Lender accepts SP 1's offer.

Following acceptance of SP 1's \$340,000 offer, and once escrow is open, ABC will focus on the primary objective of its scam by finding a second, legitimate buyer for more money as a "flip". To accomplish this, ABC, through SP 1, will offer the soon to be newly purchased property for sale via the Multiple Listing Service. ABC will also contact the various buyers' agents who presented offers higher than \$340,000 during the short sale listing process, but whose offers were not presented to and withheld by ABC from the Lender.

ABC will inform all prospective buyers' agents that "the short sale property is already in escrow", but that it will be available for immediate sale after the close of escrow.

Buyer 1 is extremely interested in the property, and is willing to pay the fair market value of \$410,000. Buyer 1 then agrees to participate in a double or simultaneous escrow and offers \$410,000. ABC, through SP 1 (ABC's confederate), concurrently enters into a \$410,000 purchase contract for the property with Buyer 1, conditioned upon SP 1 obtaining title, and that the "second" sale to Buyer 1 go through ABC's handpicked





lender.

After the closing of the second sale, ABC makes over \$70,000, including referral fees from the Broker and fees from the original distressed homeowner/seller.

### Brief Analysis of Short Sale Flipping Fraud Example.

In the case above, ABC has violated the California B&P Code by engaging in real estate licensed activities without a license. Also, they have collected advance fees in violation of California law. Then, they have made a large profit through false pretenses at the expense of a federally insured financial institution, by misrepresenting the value of the home to the Lender. This may constitute federal loan fraud, which is a serious felony offense which is punishable by imprisonment and fines.

The Federal Bureau of Investigation lists variations of short sale flipping as real estate fraud.

### B. Short Sale Fraud – Scenario/Scheme Variations and Warnings re: Legal and Ethical Minefields.

#### 1. Multiple Lenders and Lien Holders, and Payments Outside of Escrow.

Where more than one Lender or lien holder is involved, the negotiations are complicated. Second and other subordinate lien holders often hold up the short sale transaction, and seek to extract the largest possible payment in consideration for releasing their lien.

Often times there are monies secretly paid outside of escrow, without the knowledge of the senior lien holder. This is a sure sign of fraud. Such undisclosed payments are likely illegal. The economic substance of and all payments in the short sale transaction should be disclosed on the HUD 1 statement. There should never be dual or multiple contracts, only one of which shows the true purchase price.

Added Twist re: Payments Outside of Escrow – some short sale listing contracts have a provision in an addendum for payments outside of escrow for some amount of money (usually \$1,000 up to 1 percent of the sales price) to a third party short sale negotiator, processor, or facilitator, for some unknown or unspecified service. The money is sometimes to be paid by the seller, and other times by the buyer. These may be payments to a confederate of the real estate broker, some affiliate of the broker, and/or an unlicensed short sale entity. It is not known from a review of the addendum whether these fees are paid for a real service, or whether they are “junk” fees paid to increase the monies payable to the real estate licensee. If they are paid for a legitimate purpose, they must be disclosed to all parties to the transaction, including the senior Lender. If they are “junk” fees, or fees paid to an unlicensed entity, they are problematic from a legal perspective.

All such payments may violate RESPA, the Real Estate Law, and other federal and/or State laws.

#### 2. Sometimes the End or Retail Buyer is the Only One Putting Money into the Short Sale Transaction.

Here the end buyer’s money is used to close the transaction, without any or proper disclosure.

#### 3. The Ownership of the Underwater Property is Transferred to Some Sort of Trust.

This may be done to keep the chain of title intact and to hide the true owner of the property. In many cases, the homeowner seller is listed as the beneficiary of the trust.



4. Additional Things to Consider (A Word to the Wise):

a. Your fiduciary duties are to your principal(s), which cannot be signed away. The duties include honesty, loyalty, confidentiality, full disclosure of all material and relevant facts, skill, care, and diligence, and placing your client's interests ahead of yours. For a more complete discussion of fiduciary duties that are imposed on California real estate licensees, please see DRE's Real Estate Bulletin of Summer 2007.

If you are the listing agent, you have a number of fiduciary duties to the seller imposed on you. You certainly cannot delegate your real estate license and fiduciary duties to an unlicensed third party who shuts you off from communication with the short sale Lender.

Dual Agency Considerations. Consider also if you are an agent of the third party investor/short sale facilitator. You may have a dual agency situation which raises a whole host of issues. If you are a dual agent, you may have an irrevocable conflict that a dual agency disclosure cannot remedy.

By getting the best price for the first buyer/investor, you most assuredly cannot get the best sales price for the seller. If you have listed the home for the seller, your duty should run to that seller. How can it also run to the third party?

b. Your legal obligations under the California real estate law regarding disclosures, including agency relationships, and the prohibitions against fraud and secret profits.

c. Real estate licensees wishing to collect an advance fee in connection with performing short sales must first submit an advance fee contract to the DRE for review and then receive from the DRE the issuance of a no-objection letter relative to that contract. All advance fees collected thereafter under the terms of that contract must be placed in a trust account and handled as client trust funds under the California Real Estate Law and Regulations of the Real Estate Commissioner.

d. By entering into an agreement with a person who is engaged in mortgage fraud (even unwittingly or innocently), you can be held liable both civilly and criminally, and may be the subject of administrative discipline by the DRE.

e. RESPA's anti-kickback and unearned fee provisions. The U.S. Department of Housing and Urban Development has many informative materials on RESPA and the prohibitions against giving or receiving any fee, kickback, or any thing of value for the referral of settlement service business.

f. By participating in a short sale fraud, with artificially deflated offers for the short sale property, you may be defrauding the new lender on the retail sale – in addition to the fraud committed against the short sale Lender. In a typical simultaneous sale transaction, a property is stated as having two different values to two separate lenders – the short sale Lender, and the new retail lender. While one of the values may represent a

“distressed” property value, and the other a “non-distressed” property value, an issue regarding fraud is presented.

g. There is potential harm to the short sale home seller. In addition to not obtaining the highest price for the seller, which is or may be a violation of the law and or your fiduciary duty, the Lender may still require the seller (the original borrower) to pay off the remaining debt. In this case, there is no debt forgiveness. Even where the holder of the first lien allows for debt forgiveness, the holder of the second or subordinate liens might not forgive that debt. A deficiency judgment may then be pursued and obtained by the lien holder(s) for



the deficiency. Moreover, the greater the debt forgiveness, the greater the potential tax liability. While the federal government has imposed a freeze on taxing the forgiven amount, State tax law may not do the same. Thus, if the short sale property is sold for the most amount of money that the market will bear, the potential tax consequence to the seller is diminished. Conversely, by accepting an artificially deflated offer, the seller's potential tax liability is increased.

### III. Conclusion.

Real estate and mortgage fraud is escalating and is never acceptable. It hurts everyone. Those who engage in short sale flipping fraud through the use of misrepresented valuations and/or manipulated prices make profits at the expense of lenders, which often times means at the expense of taxpayers. This takes money out of the system that is designed to assist homeowners and lenders. Furthermore, it manipulates the value of the real estate market, harms communities, innocent buyers, sellers, and lenders, and may ultimately scare off lenders from doing short sales, or from lending to purchasers of short sale properties.

While this publication addresses one particular type of short sale flipping transaction, and some varying related and other scenarios, California real estate licensees would be well-advised to be completely transparent and to fully disclose, and document the disclosure of, all material information, side-deals, and concurrent and related transactions to all parties to short sale transactions, including, without limitation, all involved third party participants and payments.

Licensees would also be wise to advise their clients to contact and consult with a qualified attorney or tax professional regarding the potential tax consequences of a short sale transaction.

Further, if you are considering engaging in short sale transactions, you should fully educate yourself about the mechanics of the process and the related legal and ethical issues, and work only with legitimate professionals.

Finally, if you become aware of information about fraudulent short sale activity, please contact the DRE's Enforcement section in Sacramento or at the office closest to you, or via the Internet at [http://www.dre.ca.gov/cons\\_complaint.html](http://www.dre.ca.gov/cons_complaint.html). In addition, you may want to contact the California Attorney General's Office, the U.S. Department of Housing and Urban Development, and the Federal Bureau of Investigation.

Agent has read, understands and agrees to the foregoing information.

Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Employee's Withholding Certificate

▶ **Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay.**  
 ▶ **Give Form W-4 to your employer.**  
 ▶ **Your withholding is subject to review by the IRS.**

**2020**

|   |   |           |  |
|---|---|-----------|--|
| <b>Step 1:</b><br><b>Enter Personal Information</b> | (a) First name and middle initial   | Last name | (b) Social security number   |
|   | Address   |           | ▶ <b>Does your name match the name on your social security card?</b> If not, to ensure you get credit for your earnings, contact SSA at 800-772-1213 or go to <a href="http://www.ssa.gov">www.ssa.gov</a> . |
|   | City or town, state, and ZIP code   |           |  |
|   | (c) <input type="checkbox"/> <b>Single or Married filing separately</b><br><input type="checkbox"/> <b>Married filing jointly</b> (or Qualifying widow(er))<br><input type="checkbox"/> <b>Head of household</b> (Check only if you're unmarried and pay more than half the costs of keeping up a home for yourself and a qualifying individual.) |           |  |

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See page 2 for more information on each step, who can claim exemption from withholding, when to use the online estimator, and privacy.

**Step 2: Multiple Jobs or Spouse Works**

Complete this step if you (1) hold more than one job at a time, or (2) are married filing jointly and your spouse also works. The correct amount of withholding depends on income earned from all of these jobs.

Do **only one** of the following.

(a) Use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) for most accurate withholding for this step (and Steps 3–4); **or**

(b) Use the Multiple Jobs Worksheet on page 3 and enter the result in Step 4(c) below for roughly accurate withholding; **or**

(c) If there are only two jobs total, you may check this box. Do the same on Form W-4 for the other job. This option is accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld . . . . . ▶

**TIP:** To be accurate, submit a 2020 Form W-4 for all other jobs. If you (or your spouse) have self-employment income, including as an independent contractor, use the estimator.

**Complete Steps 3–4(b) on Form W-4 for only ONE of these jobs.** Leave those steps blank for the other jobs. (Your withholding will be most accurate if you complete Steps 3–4(b) on the Form W-4 for the highest paying job.)

|   |   |             |          |
|---|---|-------------|----------|
| <b>Step 3:</b><br><b>Claim Dependents</b>   | If your income will be \$200,000 or less (\$400,000 or less if married filing jointly):<br><br>Multiply the number of qualifying children under age 17 by \$2,000 ▶ \$ _____<br><br>Multiply the number of other dependents by \$500 . . . . . ▶ \$ _____<br><br>Add the amounts above and enter the total here . . . . . <b>3</b> \$ _____ |             |          |
| <b>Step 4 (optional): Other Adjustments</b> | (a) <b>Other income (not from jobs).</b> If you want tax withheld for other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, dividends, and retirement income . . . . .   | <b>4(a)</b> | \$ _____ |
|   | (b) <b>Deductions.</b> If you expect to claim deductions other than the standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here . . . . .  | <b>4(b)</b> | \$ _____ |
|   | (c) <b>Extra withholding.</b> Enter any additional tax you want withheld each pay period . . . . .  | <b>4(c)</b> | \$ _____ |

|                                    |  |  |                          |
|------------------------------------|--|--|--------------------------|
| <b>Step 5:</b><br><b>Sign Here</b> | Under penalties of perjury, I declare that this certificate, to the best of my knowledge and belief, is true, correct, and complete. |  |                          |
|                                    | ▶ _____ ▶<br><b>Employee's signature</b> (This form is not valid unless you sign it.)  |  | ▶ _____ ▶<br><b>Date</b> |

|                       |                             |                          |                                      |
|-----------------------|-----------------------------|--------------------------|--------------------------------------|
| <b>Employers Only</b> | Employer's name and address | First date of employment | Employer identification number (EIN) |
|-----------------------|-----------------------------|--------------------------|--------------------------------------|

## General Instructions

### Future Developments

For the latest information about developments related to Form W-4, such as legislation enacted after it was published, go to [www.irs.gov/FormW4](http://www.irs.gov/FormW4).

### Purpose of Form

Complete Form W-4 so that your employer can withhold the correct federal income tax from your pay. If too little is withheld, you will generally owe tax when you file your tax return and may owe a penalty. If too much is withheld, you will generally be due a refund. Complete a new Form W-4 when changes to your personal or financial situation would change the entries on the form. For more information on withholding and when you must furnish a new Form W-4, see Pub. 505.

**Exemption from withholding.** You may claim exemption from withholding for 2020 if you meet both of the following conditions: you had no federal income tax liability in 2019 **and** you expect to have no federal income tax liability in 2020. You had no federal income tax liability in 2019 if (1) your total tax on line 16 on your 2019 Form 1040 or 1040-SR is zero (or less than the sum of lines 18a, 18b, and 18c), or (2) you were not required to file a return because your income was below the filing threshold for your correct filing status. If you claim exemption, you will have no income tax withheld from your paycheck and may owe taxes and penalties when you file your 2020 tax return. To claim exemption from withholding, certify that you meet both of the conditions above by writing "Exempt" on Form W-4 in the space below Step 4(c). Then, complete Steps 1a, 1b, and 5. Do not complete any other steps. You will need to submit a new Form W-4 by February 16, 2021.

**Your privacy.** If you prefer to limit information provided in Steps 2 through 4, use the online estimator, which will also increase accuracy.

As an alternative to the estimator: if you have concerns with Step 2(c), you may choose Step 2(b); if you have concerns with Step 4(a), you may enter an additional amount you want withheld per pay period in Step 4(c). If this is the only job in your household, you may instead check the box in Step 2(c), which will increase your withholding and significantly reduce your paycheck (often by thousands of dollars over the year).

**When to use the estimator.** Consider using the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) if you:

1. Expect to work only part of the year;
2. Have dividend or capital gain income, or are subject to additional taxes, such as the additional Medicare tax;
3. Have self-employment income (see below); or
4. Prefer the most accurate withholding for multiple job situations.

**Self-employment.** Generally, you will owe both income and self-employment taxes on any self-employment income you receive separate from the wages you receive as an employee. If you want to pay these taxes through withholding from your wages, use the estimator at [www.irs.gov/W4App](http://www.irs.gov/W4App) to figure the amount to have withheld.

**Nonresident alien.** If you're a nonresident alien, see Notice 1392, Supplemental Form W-4 Instructions for Nonresident Aliens, before completing this form.

## Specific Instructions

**Step 1(c).** Check your anticipated filing status. This will determine the standard deduction and tax rates used to compute your withholding.

**Step 2.** Use this step if you (1) have more than one job at the same time, or (2) are married filing jointly and you and your spouse both work.

Option **(a)** most accurately calculates the additional tax you need to have withheld, while option **(b)** does so with a little less accuracy.

If you (and your spouse) have a total of only two jobs, you may instead check the box in option **(c)**. The box must also be checked on the Form W-4 for the other job. If the box is checked, the standard deduction and tax brackets will be cut in half for each job to calculate withholding. This option is roughly accurate for jobs with similar pay; otherwise, more tax than necessary may be withheld, and this extra amount will be larger the greater the difference in pay is between the two jobs.



**Multiple jobs.** Complete Steps 3 through 4(b) on only one Form W-4. Withholding will be most accurate if you do this on the Form W-4 for the highest paying job.

**Step 3.** Step 3 of Form W-4 provides instructions for determining the amount of the child tax credit and the credit for other dependents that you may be able to claim when you file your tax return. To qualify for the child tax credit, the child must be under age 17 as of December 31, must be your dependent who generally lives with you for more than half the year, and must have the required social security number. You may be able to claim a credit for other dependents for whom a child tax credit can't be claimed, such as an older child or a qualifying relative. For additional eligibility requirements for these credits, see Pub. 972, Child Tax Credit and Credit for Other Dependents. You can also include **other tax credits** in this step, such as education tax credits and the foreign tax credit. To do so, add an estimate of the amount for the year to your credits for dependents and enter the total amount in Step 3. Including these credits will increase your paycheck and reduce the amount of any refund you may receive when you file your tax return.

### Step 4 (optional).

**Step 4(a).** Enter in this step the total of your other estimated income for the year, if any. You shouldn't include income from any jobs or self-employment. If you complete Step 4(a), you likely won't have to make estimated tax payments for that income. If you prefer to pay estimated tax rather than having tax on other income withheld from your paycheck, see Form 1040-ES, Estimated Tax for Individuals.

**Step 4(b).** Enter in this step the amount from the Deductions Worksheet, line 5, if you expect to claim deductions other than the basic standard deduction on your 2020 tax return and want to reduce your withholding to account for these deductions. This includes both itemized deductions and other deductions such as for student loan interest and IRAs.

**Step 4(c).** Enter in this step any additional tax you want withheld from your pay **each pay period**, including any amounts from the Multiple Jobs Worksheet, line 4. Entering an amount here will reduce your paycheck and will either increase your refund or reduce any amount of tax that you owe.

Step 2(b) – Multiple Jobs Worksheet (Keep for your records.)



If you choose the option in Step 2(b) on Form W-4, complete this worksheet (which calculates the total extra tax for all jobs) on only ONE Form W-4. Withholding will be most accurate if you complete the worksheet and enter the result on the Form W-4 for the highest paying job.

Note: If more than one job has annual wages of more than \$120,000 or there are more than three jobs, see Pub. 505 for additional tables; or, you can use the online withholding estimator at www.irs.gov/W4App.

- 1 Two jobs. If you have two jobs or you're married filing jointly and you and your spouse each have one job, find the amount from the appropriate table on page 4. Using the "Higher Paying Job" row and the "Lower Paying Job" column, find the value at the intersection of the two household salaries and enter that value on line 1. Then, skip to line 3
2 Three jobs. If you and/or your spouse have three jobs at the same time, complete lines 2a, 2b, and 2c below. Otherwise, skip to line 3.
a Find the amount from the appropriate table on page 4 using the annual wages from the highest paying job in the "Higher Paying Job" row and the annual wages for your next highest paying job in the "Lower Paying Job" column. Find the value at the intersection of the two household salaries and enter that value on line 2a
b Add the annual wages of the two highest paying jobs from line 2a together and use the total as the wages in the "Higher Paying Job" row and use the annual wages for your third job in the "Lower Paying Job" column to find the amount from the appropriate table on page 4 and enter this amount on line 2b
c Add the amounts from lines 2a and 2b and enter the result on line 2c
3 Enter the number of pay periods per year for the highest paying job. For example, if that job pays weekly, enter 52; if it pays every other week, enter 26; if it pays monthly, enter 12, etc.
4 Divide the annual amount on line 1 or line 2c by the number of pay periods on line 3. Enter this amount here and in Step 4(c) of Form W-4 for the highest paying job (along with any other additional amount you want withheld)

Step 4(b) – Deductions Worksheet (Keep for your records.)



- 1 Enter an estimate of your 2020 itemized deductions (from Schedule A (Form 1040 or 1040-SR)). Such deductions may include qualifying home mortgage interest, charitable contributions, state and local taxes (up to \$10,000), and medical expenses in excess of 10% of your income
2 Enter: { \$24,800 if you're married filing jointly or qualifying widow(er); \$18,650 if you're head of household; \$12,400 if you're single or married filing separately }
3 If line 1 is greater than line 2, subtract line 2 from line 1. If line 2 is greater than line 1, enter "-0-"
4 Enter an estimate of your student loan interest, deductible IRA contributions, and certain other adjustments (from Schedule 1 (Form 1040 or 1040-SR)). See Pub. 505 for more information
5 Add lines 3 and 4. Enter the result here and in Step 4(b) of Form W-4

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to carry out the Internal Revenue laws of the United States. Internal Revenue Code sections 3402(f)(2) and 6109 and their regulations require you to provide this information; your employer uses it to determine your federal income tax withholding. Failure to provide a properly completed form will result in your being treated as a single person with no other entries on the form; providing fraudulent information may subject you to penalties. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation; to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws; and to the Department of Health and Human Services for use in the National Directory of New Hires. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by Code section 6103.

The average time and expenses required to complete and file this form will vary depending on individual circumstances. For estimated averages, see the instructions for your income tax return.

If you have suggestions for making this form simpler, we would be happy to hear from you. See the instructions for your income tax return.

**Married Filing Jointly or Qualifying Widow(er)**

| Higher Paying Job Annual Taxable Wage & Salary | Lower Paying Job Annual Taxable Wage & Salary |                   |                   |                   |                   |                   |                   |                   |                   |                   |                     |                     |
|--|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
|  | \$0 - 9,999                                   | \$10,000 - 19,999 | \$20,000 - 29,999 | \$30,000 - 39,999 | \$40,000 - 49,999 | \$50,000 - 59,999 | \$60,000 - 69,999 | \$70,000 - 79,999 | \$80,000 - 89,999 | \$90,000 - 99,999 | \$100,000 - 109,999 | \$110,000 - 120,000 |
| \$0 - 9,999                                    | \$0   | \$220             | \$850             | \$900             | \$1,020           | \$1,020           | \$1,020           | \$1,020           | \$1,020           | \$1,210           | \$1,870             | \$1,870             |
| \$10,000 - 19,999                              | 220   | 1,220             | 1,900             | 2,100             | 2,220             | 2,220             | 2,220             | 2,220             | 2,410             | 3,410             | 4,070               | 4,070               |
| \$20,000 - 29,999                              | 850   | 1,900             | 2,730             | 2,930             | 3,050             | 3,050             | 3,050             | 3,240             | 4,240             | 5,240             | 5,900               | 5,900               |
| \$30,000 - 39,999                              | 900   | 2,100             | 2,930             | 3,130             | 3,250             | 3,250             | 3,440             | 4,440             | 5,440             | 6,440             | 7,100               | 7,100               |
| \$40,000 - 49,999                              | 1,020   | 2,220             | 3,050             | 3,250             | 3,370             | 3,570             | 4,570             | 5,570             | 6,570             | 7,570             | 8,220               | 8,220               |
| \$50,000 - 59,999                              | 1,020   | 2,220             | 3,050             | 3,250             | 3,570             | 4,570             | 5,570             | 6,570             | 7,570             | 8,570             | 9,220               | 9,220               |
| \$60,000 - 69,999                              | 1,020   | 2,220             | 3,050             | 3,440             | 4,570             | 5,570             | 6,570             | 7,570             | 8,570             | 9,570             | 10,220              | 10,220              |
| \$70,000 - 79,999                              | 1,020   | 2,220             | 3,240             | 4,440             | 5,570             | 6,570             | 7,570             | 8,570             | 9,570             | 10,570            | 11,220              | 11,240              |
| \$80,000 - 99,999                              | 1,060   | 3,260             | 5,090             | 6,290             | 7,420             | 8,420             | 9,420             | 10,420            | 11,420            | 12,420            | 13,260              | 13,460              |
| \$100,000 - 149,999                            | 1,870   | 4,070             | 5,900             | 7,100             | 8,220             | 9,320             | 10,520            | 11,720            | 12,920            | 14,120            | 14,980              | 15,180              |
| \$150,000 - 239,999                            | 2,040   | 4,440             | 6,470             | 7,870             | 9,190             | 10,390            | 11,590            | 12,790            | 13,990            | 15,190            | 16,050              | 16,250              |
| \$240,000 - 259,999                            | 2,040   | 4,440             | 6,470             | 7,870             | 9,190             | 10,390            | 11,590            | 12,790            | 13,990            | 15,520            | 17,170              | 18,170              |
| \$260,000 - 279,999                            | 2,040   | 4,440             | 6,470             | 7,870             | 9,190             | 10,390            | 11,590            | 13,120            | 15,120            | 17,120            | 18,770              | 19,770              |
| \$280,000 - 299,999                            | 2,040   | 4,440             | 6,470             | 7,870             | 9,190             | 10,720            | 12,720            | 14,720            | 16,720            | 18,720            | 20,370              | 21,370              |
| \$300,000 - 319,999                            | 2,040   | 4,440             | 6,470             | 8,200             | 10,320            | 12,320            | 14,320            | 16,320            | 18,320            | 20,320            | 21,970              | 22,970              |
| \$320,000 - 364,999                            | 2,720   | 5,920             | 8,750             | 10,950            | 13,070            | 15,070            | 17,070            | 19,070            | 21,290            | 23,590            | 25,540              | 26,840              |
| \$365,000 - 524,999                            | 2,970   | 6,470             | 9,600             | 12,100            | 14,530            | 16,830            | 19,130            | 21,430            | 23,730            | 26,030            | 27,980              | 29,280              |
| \$525,000 and over                             | 3,140   | 6,840             | 10,170            | 12,870            | 15,500            | 18,000            | 20,500            | 23,000            | 25,500            | 28,000            | 30,150              | 31,650              |

**Single or Married Filing Separately**

| Higher Paying Job Annual Taxable Wage & Salary | Lower Paying Job Annual Taxable Wage & Salary |                   |                   |                   |                   |                   |                   |                   |                   |                   |                     |                     |
|--|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
|  | \$0 - 9,999                                   | \$10,000 - 19,999 | \$20,000 - 29,999 | \$30,000 - 39,999 | \$40,000 - 49,999 | \$50,000 - 59,999 | \$60,000 - 69,999 | \$70,000 - 79,999 | \$80,000 - 89,999 | \$90,000 - 99,999 | \$100,000 - 109,999 | \$110,000 - 120,000 |
| \$0 - 9,999                                    | \$460   | \$940             | \$1,020           | \$1,020           | \$1,470           | \$1,870           | \$1,870           | \$1,870           | \$1,870           | \$2,040           | \$2,040             | \$2,040             |
| \$10,000 - 19,999                              | 940   | 1,530             | 1,610             | 2,060             | 3,060             | 3,460             | 3,460             | 3,460             | 3,640             | 3,830             | 3,830               | 3,830               |
| \$20,000 - 29,999                              | 1,020   | 1,610             | 2,130             | 3,130             | 4,130             | 4,540             | 4,540             | 4,720             | 4,920             | 5,110             | 5,110               | 5,110               |
| \$30,000 - 39,999                              | 1,020   | 2,060             | 3,130             | 4,130             | 5,130             | 5,540             | 5,720             | 5,920             | 6,120             | 6,310             | 6,310               | 6,310               |
| \$40,000 - 59,999                              | 1,870   | 3,460             | 4,540             | 5,540             | 6,690             | 7,290             | 7,490             | 7,690             | 7,890             | 8,080             | 8,080               | 8,080               |
| \$60,000 - 79,999                              | 1,870   | 3,460             | 4,690             | 5,890             | 7,090             | 7,690             | 7,890             | 8,090             | 8,290             | 8,480             | 9,260               | 10,060              |
| \$80,000 - 99,999                              | 2,020   | 3,810             | 5,090             | 6,290             | 7,490             | 8,090             | 8,290             | 8,490             | 9,470             | 10,460            | 11,260              | 12,060              |
| \$100,000 - 124,999                            | 2,040   | 3,830             | 5,110             | 6,310             | 7,510             | 8,430             | 9,430             | 10,430            | 11,430            | 12,420            | 13,520              | 14,620              |
| \$125,000 - 149,999                            | 2,040   | 3,830             | 5,110             | 7,030             | 9,030             | 10,430            | 11,430            | 12,580            | 13,880            | 15,170            | 16,270              | 17,370              |
| \$150,000 - 174,999                            | 2,360   | 4,950             | 7,030             | 9,030             | 11,030            | 12,730            | 14,030            | 15,330            | 16,630            | 17,920            | 19,020              | 20,120              |
| \$175,000 - 199,999                            | 2,720   | 5,310             | 7,540             | 9,840             | 12,140            | 13,840            | 15,140            | 16,440            | 17,740            | 19,030            | 20,130              | 21,230              |
| \$200,000 - 249,999                            | 2,970   | 5,860             | 8,240             | 10,540            | 12,840            | 14,540            | 15,840            | 17,140            | 18,440            | 19,730            | 20,830              | 21,930              |
| \$250,000 - 399,999                            | 2,970   | 5,860             | 8,240             | 10,540            | 12,840            | 14,540            | 15,840            | 17,140            | 18,440            | 19,730            | 20,830              | 21,930              |
| \$400,000 - 449,999                            | 2,970   | 5,860             | 8,240             | 10,540            | 12,840            | 14,540            | 15,840            | 17,140            | 18,450            | 19,940            | 21,240              | 22,540              |
| \$450,000 and over                             | 3,140   | 6,230             | 8,810             | 11,310            | 13,810            | 15,710            | 17,210            | 18,710            | 20,210            | 21,700            | 23,000              | 24,300              |

**Head of Household**

| Higher Paying Job Annual Taxable Wage & Salary | Lower Paying Job Annual Taxable Wage & Salary |                   |                   |                   |                   |                   |                   |                   |                   |                   |                     |                     |
|--|---|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|---------------------|
|  | \$0 - 9,999                                   | \$10,000 - 19,999 | \$20,000 - 29,999 | \$30,000 - 39,999 | \$40,000 - 49,999 | \$50,000 - 59,999 | \$60,000 - 69,999 | \$70,000 - 79,999 | \$80,000 - 89,999 | \$90,000 - 99,999 | \$100,000 - 109,999 | \$110,000 - 120,000 |
| \$0 - 9,999                                    | \$0   | \$830             | \$930             | \$1,020           | \$1,020           | \$1,020           | \$1,480           | \$1,870           | \$1,870           | \$1,930           | \$2,040             | \$2,040             |
| \$10,000 - 19,999                              | 830   | 1,920             | 2,130             | 2,220             | 2,220             | 2,680             | 3,680             | 4,070             | 4,130             | 4,330             | 4,440               | 4,440               |
| \$20,000 - 29,999                              | 930   | 2,130             | 2,350             | 2,430             | 2,900             | 3,900             | 4,900             | 5,340             | 5,540             | 5,740             | 5,850               | 5,850               |
| \$30,000 - 39,999                              | 1,020   | 2,220             | 2,430             | 2,980             | 3,980             | 4,980             | 6,040             | 6,630             | 6,830             | 7,030             | 7,140               | 7,140               |
| \$40,000 - 59,999                              | 1,020   | 2,530             | 3,750             | 4,830             | 5,860             | 7,060             | 8,260             | 8,850             | 9,050             | 9,250             | 9,360               | 9,360               |
| \$60,000 - 79,999                              | 1,870   | 4,070             | 5,310             | 6,600             | 7,800             | 9,000             | 10,200            | 10,780            | 10,980            | 11,180            | 11,580              | 12,380              |
| \$80,000 - 99,999                              | 1,900   | 4,300             | 5,710             | 7,000             | 8,200             | 9,400             | 10,600            | 11,180            | 11,670            | 12,670            | 13,580              | 14,380              |
| \$100,000 - 124,999                            | 2,040   | 4,440             | 5,850             | 7,140             | 8,340             | 9,540             | 11,360            | 12,750            | 13,750            | 14,750            | 15,770              | 16,870              |
| \$125,000 - 149,999                            | 2,040   | 4,440             | 5,850             | 7,360             | 9,360             | 11,360            | 13,360            | 14,750            | 16,010            | 17,310            | 18,520              | 19,620              |
| \$150,000 - 174,999                            | 2,040   | 5,060             | 7,280             | 9,360             | 11,360            | 13,480            | 15,780            | 17,460            | 18,760            | 20,060            | 21,270              | 22,370              |
| \$175,000 - 199,999                            | 2,720   | 5,920             | 8,130             | 10,480            | 12,780            | 15,080            | 17,380            | 19,070            | 20,370            | 21,670            | 22,880              | 23,980              |
| \$200,000 - 249,999                            | 2,970   | 6,470             | 8,990             | 11,370            | 13,670            | 15,970            | 18,270            | 19,960            | 21,260            | 22,560            | 23,770              | 24,870              |
| \$250,000 - 349,999                            | 2,970   | 6,470             | 8,990             | 11,370            | 13,670            | 15,970            | 18,270            | 19,960            | 21,260            | 22,560            | 23,770              | 24,870              |
| \$350,000 - 449,999                            | 2,970   | 6,470             | 8,990             | 11,370            | 13,670            | 15,970            | 18,270            | 19,960            | 21,260            | 22,560            | 23,900              | 25,200              |
| \$450,000 and over                             | 3,140   | 6,840             | 9,560             | 12,140            | 14,640            | 17,140            | 19,640            | 21,530            | 23,030            | 24,530            | 25,940              | 27,240              |



## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

|   |   |  |
|---|---|--|
| <b>Print or type.</b><br>See Specific Instructions on page 3. | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  |  |
|   | <b>2</b> Business name/disregarded entity name, if different from above   |  |
|   | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): |
|   | <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate   | Exempt payee code (if any) _____   |
|   | <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. | Exemption from FATCA reporting code (if any) _____   |
|   | <input type="checkbox"/> Other (see instructions) ▶ _____   | <small>(Applies to accounts maintained outside the U.S.)</small>   |
|   | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.  | Requester's name and address (optional)  |
| <b>6</b> City, state, and ZIP code                            |   |  |
| <b>7</b> List account number(s) here (optional)               |   |  |

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                       |  |  |  |   |  |  |  |  |  |
|---------------------------------------|--|--|--|---|--|--|--|--|--|
| <b>Social security number</b>         |  |  |  |   |  |  |  |  |  |
|                                       |  |  |  | - |  |  |  |  |  |
| <b>or</b>                             |  |  |  |   |  |  |  |  |  |
| <b>Employer identification number</b> |  |  |  |   |  |  |  |  |  |
|                                       |  |  |  |   |  |  |  |  |  |

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|                  |                            |        |
|------------------|----------------------------|--------|
| <b>Sign Here</b> | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

| IF the entity/person on line 1 is a(n) . . .   | THEN check the box for . . .  |
|--|---|
| • Corporation  | Corporation   |
| • Individual<br>• Sole proprietorship, or<br>• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.   | Individual/sole proprietor or single-member LLC   |
| • LLC treated as a partnership for U.S. federal tax purposes,<br>• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or<br>• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes. | Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation) |
| • Partnership  | Partnership   |
| • Trust/estate   | Trust/estate  |

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

| IF the payment is for . . .  | THEN the payment is exempt for . . .  |
|--|---|
| Interest and dividend payments   | All exempt payees except for 7  |
| Broker transactions  | Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012. |
| Barter exchange transactions and patronage dividends                                   | Exempt payees 1 through 4   |
| Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup> | Generally, exempt payees 1 through 5 <sup>2</sup>   |
| Payments made in settlement of payment card or third party network transactions        | Exempt payees 1 through 4   |

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.**

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

| For this type of account:  | Give name and SSN of:   |
|--|---|
| 1. Individual  | The individual  |
| 2. Two or more individuals (joint account) other than an account maintained by an FFI                          | The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup> |
| 3. Two or more U.S. persons (joint account maintained by an FFI)   | Each holder of the account  |
| 4. Custodial account of a minor (Uniform Gift to Minors Act)   | The minor <sup>2</sup>  |
| 5. a. The usual revocable savings trust (grantor is also trustee)  | The grantor-trustee <sup>1</sup>  |
| b. So-called trust account that is not a legal or valid trust under state law                                  | The actual owner <sup>1</sup>   |
| 6. Sole proprietorship or disregarded entity owned by an individual  | The owner <sup>3</sup>  |
| 7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A)) | The grantor*  |
| For this type of account:  | Give name and EIN of:   |
| 8. Disregarded entity not owned by an individual   | The owner   |
| 9. A valid trust, estate, or pension trust   | Legal entity <sup>4</sup>   |
| 10. Corporation or LLC electing corporate status on Form 8832 or Form 2553                                     | The corporation   |
| 11. Association, club, religious, charitable, educational, or other tax-exempt organization                    | The organization  |
| 12. Partnership or multi-member LLC  | The partnership   |
| 13. A broker or registered nominee   | The broker or nominee   |

| For this type of account:   | Give name and EIN of: |
|---|-----------------------|
| 14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity     |
| 15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))  | The trust             |

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

▶ **START HERE:** Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employers are liable for errors in the completion of this form.

**ANTI-DISCRIMINATION NOTICE:** It is illegal to discriminate against work-authorized individuals. Employers **CANNOT** specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

**Section 1. Employee Information and Attestation** *(Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)*

|                                  |   |                         |                           |                |                                |                   |
|----------------------------------|---|-------------------------|---------------------------|----------------|--------------------------------|-------------------|
| Last Name (Family Name)          |   | First Name (Given Name) |                           | Middle Initial | Other Last Names Used (if any) |                   |
| Address (Street Number and Name) |   |                         | Apt. Number               | City or Town   |                                | State<br>ZIP Code |
| Date of Birth (mm/dd/yyyy)       | U.S. Social Security Number<br>□□□□ - □□ - □□□□ |                         | Employee's E-mail Address |                | Employee's Telephone Number    |                   |

**I am aware that federal law provides for imprisonment and/or fines for false statements or use of false documents in connection with the completion of this form.**

**I attest, under penalty of perjury, that I am (check one of the following boxes):**

|   |  |
|---|--|
| <input type="checkbox"/> 1. A citizen of the United States  |  |
| <input type="checkbox"/> 2. A noncitizen national of the United States <i>(See instructions)</i>  |  |
| <input type="checkbox"/> 3. A lawful permanent resident (Alien Registration Number/USCIS Number): _____   |  |
| <input type="checkbox"/> 4. An alien authorized to work until (expiration date, if applicable, mm/dd/yyyy): _____<br>Some aliens may write "N/A" in the expiration date field. <i>(See instructions)</i>  |  |
| <p><i>Aliens authorized to work must provide only one of the following document numbers to complete Form I-9:<br/>         An Alien Registration Number/USCIS Number OR Form I-94 Admission Number OR Foreign Passport Number.</i></p> <p>1. Alien Registration Number/USCIS Number: _____<br/> <b>OR</b><br/>         2. Form I-94 Admission Number: _____<br/> <b>OR</b><br/>         3. Foreign Passport Number: _____<br/>         Country of Issuance: _____</p> |  |
| QR Code - Section 1<br>Do Not Write In This Space   |  |

|                       |                           |
|-----------------------|---------------------------|
| Signature of Employee | Today's Date (mm/dd/yyyy) |
|-----------------------|---------------------------|

**Preparer and/or Translator Certification (check one):**  
 I did not use a preparer or translator.     A preparer(s) and/or translator(s) assisted the employee in completing Section 1.  
*(Fields below must be completed and signed when preparers and/or translators assist an employee in completing Section 1.)*

**I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.**

|                                     |  |                           |                   |
|-------------------------------------|--|---------------------------|-------------------|
| Signature of Preparer or Translator |  | Today's Date (mm/dd/yyyy) |                   |
| Last Name (Family Name)             |  | First Name (Given Name)   |                   |
| Address (Street Number and Name)    |  | City or Town              | State<br>ZIP Code |



*Employer Completes Next Page*







**Employment Eligibility Verification**  
**Department of Homeland Security**  
 U.S. Citizenship and Immigration Services

**USCIS**  
**Form I-9**  
 OMB No. 1615-0047  
 Expires 08/31/2019

**Section 2. Employer or Authorized Representative Review and Verification**

*(Employers or their authorized representative must complete and sign Section 2 within 3 business days of the employee's first day of employment. You must physically examine one document from List A OR a combination of one document from List B and one document from List C as listed on the "Lists of Acceptable Documents.")*

|                                     |                         |                         |      |                                |
|-------------------------------------|-------------------------|-------------------------|------|--------------------------------|
| <b>Employee Info from Section 1</b> | Last Name (Family Name) | First Name (Given Name) | M.I. | Citizenship/Immigration Status |
|-------------------------------------|-------------------------|-------------------------|------|--------------------------------|

| List A<br>Identity and Employment Authorization | OR | List B<br>Identity                   | AND | List C<br>Employment Authorization                     |
|---|----|--------------------------------------|-----|--|
| Document Title                                  |    | Document Title                       |     | Document Title   |
| Issuing Authority                               |    | Issuing Authority                    |     | Issuing Authority                                      |
| Document Number                                 |    | Document Number                      |     | Document Number  |
| Expiration Date (if any)(mm/dd/yyyy)            |    | Expiration Date (if any)(mm/dd/yyyy) |     | Expiration Date (if any)(mm/dd/yyyy)                   |
| Document Title                                  |    | Additional Information               |     | QR Code - Sections 2 & 3<br>Do Not Write In This Space |
| Issuing Authority                               |    |                                      |     |  |
| Document Number                                 |    |                                      |     |  |
| Expiration Date (if any)(mm/dd/yyyy)            |    |                                      |     |  |
| Document Title                                  |    |                                      |     |  |
| Issuing Authority                               |    |                                      |     |  |
| Document Number                                 |    |                                      |     |  |
| Expiration Date (if any)(mm/dd/yyyy)            |    |                                      |     |  |

**Certification: I attest, under penalty of perjury, that (1) I have examined the document(s) presented by the above-named employee, (2) the above-listed document(s) appear to be genuine and to relate to the employee named, and (3) to the best of my knowledge the employee is authorized to work in the United States.**

**The employee's first day of employment (mm/dd/yyyy):** \_\_\_\_\_ **(See instructions for exemptions)**

|  |   |                           |  |          |
|--|---|---------------------------|--|----------|
| Signature of Employer or Authorized Representative                   |   | Today's Date (mm/dd/yyyy) | Title of Employer or Authorized Representative |          |
| Last Name of Employer or Authorized Representative                   | First Name of Employer or Authorized Representative |                           | Employer's Business or Organization Name       |          |
| Employer's Business or Organization Address (Street Number and Name) |   | City or Town              | State  | ZIP Code |

**Section 3. Reverification and Rehires** *(To be completed and signed by employer or authorized representative.)*

|                                    |                         |                |  |  |
|------------------------------------|-------------------------|----------------|--|--|
| <b>A. New Name (if applicable)</b> |                         |                | <b>B. Date of Rehire (if applicable)</b> |  |
| Last Name (Family Name)            | First Name (Given Name) | Middle Initial | Date (mm/dd/yyyy)                        |  |

**C. If the employee's previous grant of employment authorization has expired, provide the information for the document or receipt that establishes continuing employment authorization in the space provided below.**

|                |                 |                                       |
|----------------|-----------------|---------------------------------------|
| Document Title | Document Number | Expiration Date (if any) (mm/dd/yyyy) |
|----------------|-----------------|---------------------------------------|

**I attest, under penalty of perjury, that to the best of my knowledge, this employee is authorized to work in the United States, and if the employee presented document(s), the document(s) I have examined appear to be genuine and to relate to the individual.**

|  |                           |   |
|--|---------------------------|---|
| Signature of Employer or Authorized Representative | Today's Date (mm/dd/yyyy) | Name of Employer or Authorized Representative |
|--|---------------------------|---|

## LISTS OF ACCEPTABLE DOCUMENTS

### All documents must be UNEXPIRED

Employees may present one selection from List A  
or a combination of one selection from List B and one selection from List C.

| <b>LIST A</b><br><b>Documents that Establish Both Identity and Employment Authorization</b>  | OR | <b>LIST B</b><br><b>Documents that Establish Identity</b>   | AND | <b>LIST C</b><br><b>Documents that Establish Employment Authorization</b>   |
|--|----|---|-----|---|
| <ol style="list-style-type: none"> <li>1. U.S. Passport or U.S. Passport Card</li> <li>2. Permanent Resident Card or Alien Registration Receipt Card (Form I-551)</li> <li>3. Foreign passport that contains a temporary I-551 stamp or temporary I-551 printed notation on a machine-readable immigrant visa</li> <li>4. Employment Authorization Document that contains a photograph (Form I-766)</li> <li>5. For a nonimmigrant alien authorized to work for a specific employer because of his or her status:               <ol style="list-style-type: none"> <li>a. Foreign passport; and</li> <li>b. Form I-94 or Form I-94A that has the following:                   <ol style="list-style-type: none"> <li>(1) The same name as the passport; and</li> <li>(2) An endorsement of the alien's nonimmigrant status as long as that period of endorsement has not yet expired and the proposed employment is not in conflict with any restrictions or limitations identified on the form.</li> </ol> </li> </ol> </li> <li>6. Passport from the Federated States of Micronesia (FSM) or the Republic of the Marshall Islands (RMI) with Form I-94 or Form I-94A indicating nonimmigrant admission under the Compact of Free Association Between the United States and the FSM or RMI</li> </ol> | OR | <ol style="list-style-type: none"> <li>1. Driver's license or ID card issued by a State or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>2. ID card issued by federal, state or local government agencies or entities, provided it contains a photograph or information such as name, date of birth, gender, height, eye color, and address</li> <li>3. School ID card with a photograph</li> <li>4. Voter's registration card</li> <li>5. U.S. Military card or draft record</li> <li>6. Military dependent's ID card</li> <li>7. U.S. Coast Guard Merchant Mariner Card</li> <li>8. Native American tribal document</li> <li>9. Driver's license issued by a Canadian government authority</li> <li style="text-align: center;"><b>For persons under age 18 who are unable to present a document listed above:</b></li> <li>10. School record or report card</li> <li>11. Clinic, doctor, or hospital record</li> <li>12. Day-care or nursery school record</li> </ol> | AND | <ol style="list-style-type: none"> <li>1. A Social Security Account Number card, unless the card includes one of the following restrictions:               <ol style="list-style-type: none"> <li>(1) NOT VALID FOR EMPLOYMENT</li> <li>(2) VALID FOR WORK ONLY WITH INS AUTHORIZATION</li> <li>(3) VALID FOR WORK ONLY WITH DHS AUTHORIZATION</li> </ol> </li> <li>2. Certification of report of birth issued by the Department of State (Forms DS-1350, FS-545, FS-240)</li> <li>3. Original or certified copy of birth certificate issued by a State, county, municipal authority, or territory of the United States bearing an official seal</li> <li>4. Native American tribal document</li> <li>5. U.S. Citizen ID Card (Form I-197)</li> <li>6. Identification Card for Use of Resident Citizen in the United States (Form I-179)</li> <li>7. Employment authorization document issued by the Department of Homeland Security</li> </ol> |

**Examples of many of these documents appear in Part 13 of the Handbook for Employers (M-274).**

**Refer to the instructions for more information about acceptable receipts.**

# Direct Deposit Authorization Form

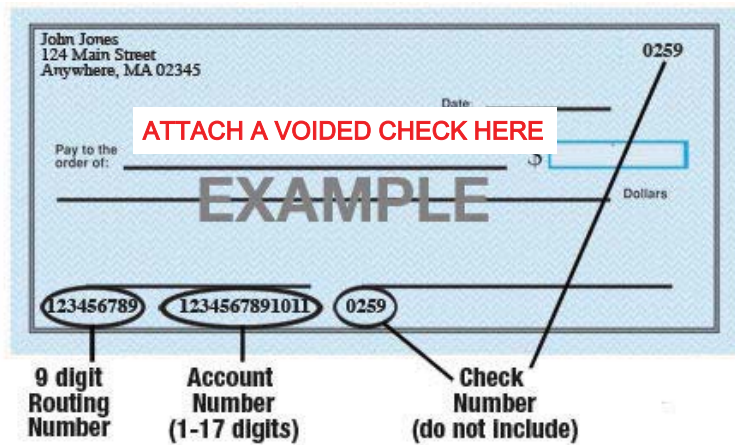
Please print and complete ALL of the information below

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Primary Email Address (Required): \_\_\_\_\_



*Please attach a voided check for each bank account to which funds should be deposited.*

Name of Bank: \_\_\_\_\_

Account #: \_\_\_\_\_

9-Digit Routing #: \_\_\_\_\_

Paycheck Amount: \$ \_\_\_\_\_ or  Entire Paycheck or % \_\_\_\_\_ of paycheck.

Type of Account:  Checking  Savings (Check One)

\_\_\_\_\_ is hereby authorized to direct deposit my pay to the account listed above, or if necessary, reverse a deposit for any payroll made in error to my bank account. Unless you receive a signed cancellation from me, this authorization will remain in affect.

Employee Signature: \_\_\_\_\_

Date: \_\_\_\_\_