(1) The transaction and terms on which the lawyer acquires the interest are fair and reasonable to the client and are fully disclosed and transmitted in writing in a manner that can be reasonably understood by the client;

(2) The client is advised in writing of the desirability of seeking and is given a reasonable opportunity to seek the advice of independent legal counsel on the transaction; and

(3) The client gives informed consent, in a writing signed by the client, to the essential terms of the transaction and the lawyer's role in the transaction, including whether the lawyer is representing the client in the transaction.

NRPC 1.8(a). This rule is designed to nullify the "great temptation for an attorney to temper his or her loyalty to a client where the attorney's own financial interests are involved." *In re Discipline of Singer*, 109 Nev. 1117, 1120, 865 P.2d 315, 317 (1993). The rule requires that "all personal financial interests — in particular, business transactions between attorney and client that benefit the attorney, as here — are closely scrutinized for any unfairness on the part of the attorney." *Id.* Further, "In any transaction in which an attorney is charged with obtaining a business advantage from a client, there is a presumption of impropriety which may be overcome only by clear and satisfactory evidence that the transaction was fundamentally fair, free of professional overreaching, and fully disclosed." *Id.* (citing *Williams v. Waldman*, 108 Nev. 466, 472, 836 P.2d 614, 618 (1992); *Davidson v. Streeter*, 68 Nev. 427, 440, 234 P.2d 793, 799 (1951)). This is because "the attorney must ensure that the client has independent advice in the matter or is given the same information as would have been given by a disinterested attorney." *Id.* at 1121, 865 P.2d at 317 (citing *Williams*, 108 Nev. at 472-73, 836 P.2d at 619.

Further, Rule 1.15(a) states:

> A lawyer shall hold funds or other property of clients or third persons that is in a lawyer's possession in connection with a representation separate from the lawyer's own property. All funds received or held for the benefit of clients by a lawyer or firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts designated as a trust account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property in which clients or third persons hold an interest shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation.

NRPC 1.15(a).

Here, Agwara has violated the above rules by entering into a business transaction with Nassiri for his own benefit without adhering to the requirements for such transactions. Further, Agwara has left Nassiri without the money loaned to Agwara. Finally, Agwara apparently attempted to use trust funds to provide security to Nassiri for the loan. These actions constitute serious breaches of Agwara's duties to Nassiri and to all Agwara's clients who had funds in his trust account. Agwara's actions have caused Nassiri harm.

If you have any questions concerning these facts, please feel free to contact me.

Sincerely yours,

HUTCHISON & STEFFEN, LLC

Todd W. Prall
for the Firm

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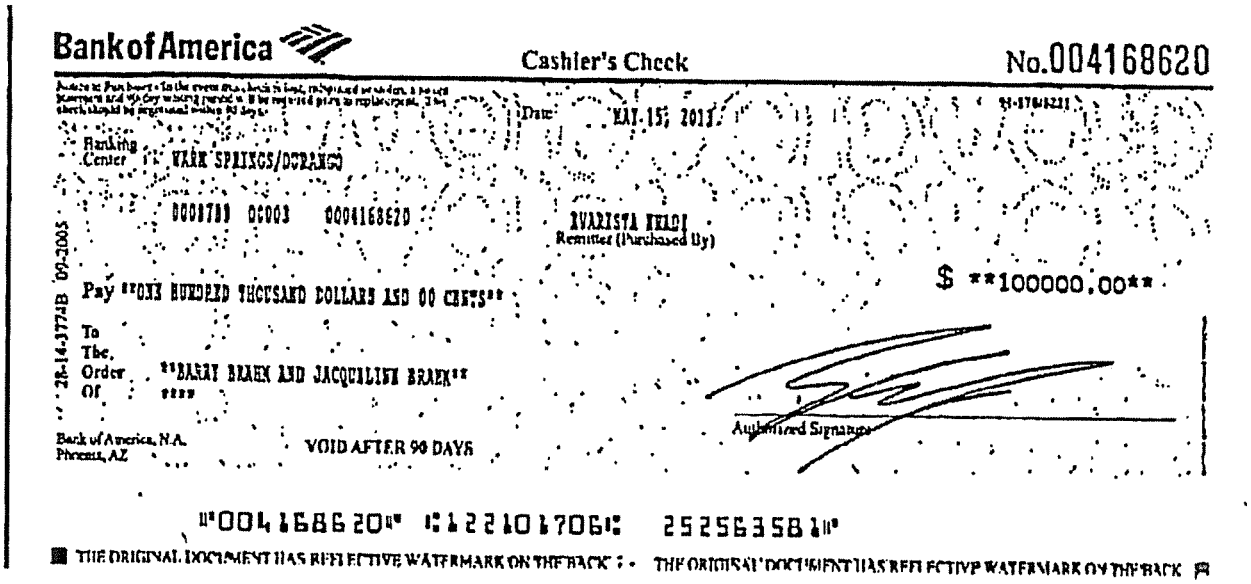
EXHIBIT PAGE ONLY

EXHIBIT 1

HUTCHISON & STEFFEN
A PROFESSIONAL LLC

Amount: $100,000.00
Account: 252563581
Bank Number: 12210170

Sequence Number: 3642996470
Capture Date: 05/24/2013
Check Number: 4168620



Bank of America Cashier's Check No.004168620

Date: MAY 15, 2013

Banking Center: WARM SPRINGS/DURANGO

0008789 00003 0004168620

EVARISTA NNADI
Remitter (Purchased By)

Pay **ONE HUNDRED THOUSAND DOLLARS AND 00 CENTS** $ **100000.00**

To The Order Of: **BARRY BRAHM AND JACQUELINE BRAHM****

Bank of America, N.A.
Phoenix, AZ

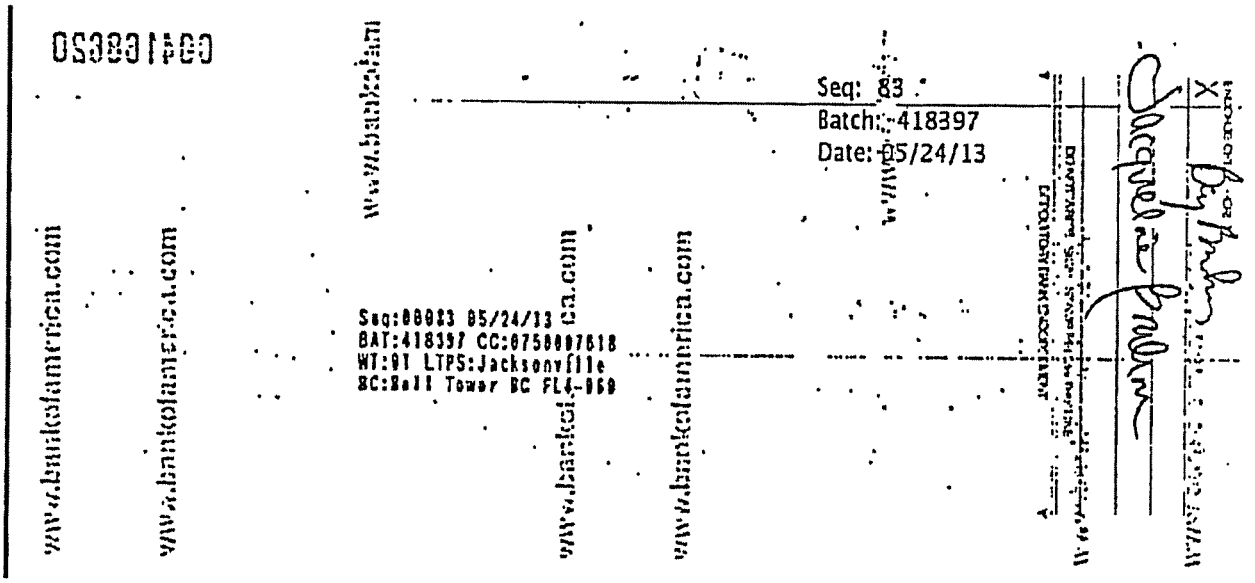
VOID AFTER 90 DAYS

Authorized Signature

28-14-3774B 09-2005

⑈004168620⑈ ⑆122101706⑆ 252563581⑈

THE ORIGINAL DOCUMENT HAS REFLECTIVE WATERMARK ON THE BACK



Seq: 83
Batch: 418397
Date: 05/24/13

Seq:00083 05/24/13
BAT:418397 CC:0750007618
WT:01 LTPS:Jacksonville
BC:Bell Tower BC FL4-060

www.bankofamerica.com

Jacqueline Brahm

-Barry Brahm

-Remitter - Evarista NnaDi

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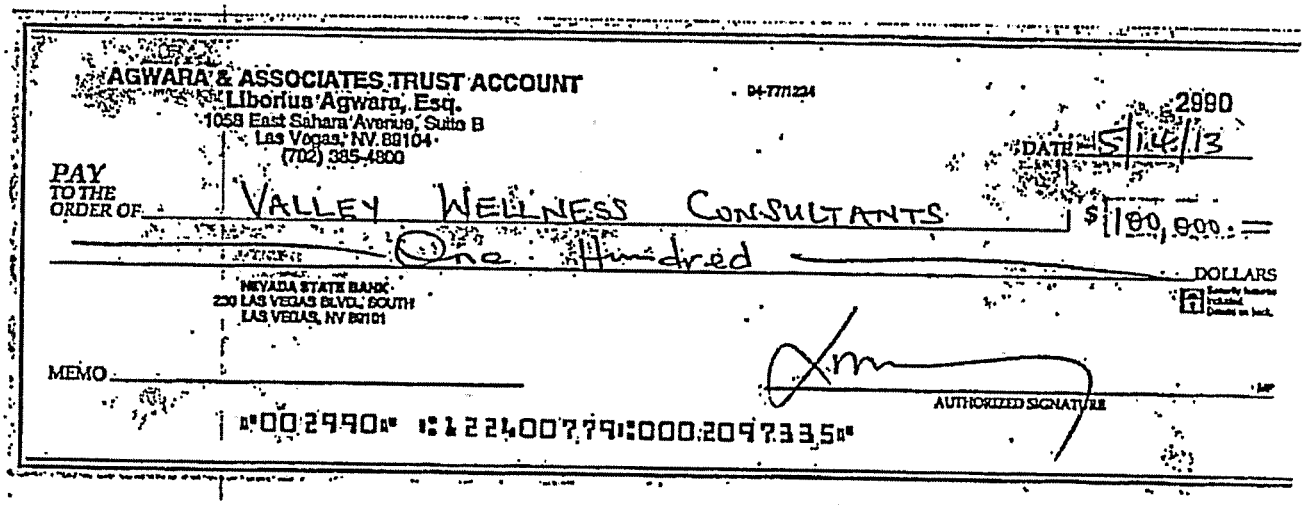
EXHIBIT PAGE ONLY

EXHIBIT 2

HUTCHISON & STEFFEN

A PROFESSIONAL LLC



AGWARA & ASSOCIATES TRUST ACCOUNT
Liborius Agwara, Esq.
1058 East Sahara Avenue, Suite B
Las Vegas, NV 89104
(702) 385-4800

94-7771234

2990

DATE 5/14/13

PAY TO THE ORDER OF VALLEY WELLNESS CONSULTANTS $ 100,000.00

One Hundred DOLLARS

NEVADA STATE BANK
230 LAS VEGAS BLVD. SOUTH
LAS VEGAS, NV 89101

MEMO

AUTHORIZED SIGNATURE

⑈002990⑈ ⑆122400779⑆000209733,5⑈

check from LiBo
for 100 from
Trust Account

ORIGINAL

FILED

JUN 29 2016

STATE BAR OF NEVADA
BY: OFFICE OF BAR COUNSEL

Case No.: SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

In Re: LIBORIUS AGWARA, ESQ.
BAR NO. 7576

RESPONDENT'S ANSWER TO STATE BAR'S RESPONSE TO AGWARA'S OBJECTION TO SECOND SUBPOENA DUCES TECUM AND MOTION TO QUASH

COMES NOW the Respondent, LIBORIUS AGWARA, by and through his counsel, WILLIAM B. TERRY, ESQ., of the law offices of WILLIAM B. TERRY, CHARTERED, and files the instant answer to the State Bar's response to Agwara's objection to the second subpoena duces tecum and the motion to quash and further responds to the State Bar's countermotion to compel production.

This Motion is made and based upon the pleadings and papers on file herein, the attached analysis of facts and points and authorities in support hereof, and any oral arguments as may be presented at the hearing in this matter.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799

ANALYSIS OF FACTS

On June 1, 2016, the Respondent Agwara filed his objections to the subpoena and a motion to quash. This was the second subpoena issued by the State Bar in reference to Mr. Agwara. The Chairman of the Panel has already ruled on the prior subpoena. Pursuant to the second subpoena, multiple documents have been requested including but not limited to retainer agreements, settlement and distribution sheets, pre-settlement loans, correspondence evidencing negotiation settlement of medical liens, releases, etc.

It is the first position of the Respondent that the Subpoena Duces Tecum is overly broad and the second position of the Respondent is that the documents requested are not relevant to the Bar's "investigation". As an example, the Bar has requested all correspondence and information to pre-settlement loans. They have also requested checks, both the front and back, even though the Bar apparently has already received that through another independent subpoena directed to Wells Fargo.

Thirdly, the Respondent reasserts his Fifth Amendment Right against self-incrimination with respect to the production of any of the subpoenaed documents and/or records. In the original motion to quash, counsel cited *Spevack v. Kline*, 385 U.S. 511 (1967). *Spevack* applies not just to testimony by an individual in Mr. Agwara's position but likewise to documents that might be self-incriminating. As an example, the Bar has requested correspondence. The State Bar has cited SCR 110 which allows the State Bar to compel production of records by way of a subpoena. SCR 110, however, does not take into consideration a Fifth Amendment assertion and in fact *Spevack* and it's progeny would supercede SCR 110. This issue has not specifically been addressed by the Nevada Supreme Court.

Pursuant to the instant answer and the original motion to quash, the Respondent reasserts that the Second Subpoena Duces Tecum is overly broad, that it does not provide an end date and that the State Bar has not demonstrated relevancy. The respondent further reasserts his Fifth Amendment rights. The Respondent further asserts that he has insufficient notice of the Bar's scope of investigation since no complaint has been filed against him. The State Bar's response indicates that he does have sufficient notice but only asserts that "Respondent is aware of the nature of the issues raised by grievances..." As an example, Exhibit "2" sets forth alleged grievance files. The first

pertains to one Shawn Tulles. The letter of February 28, 2014, from the State Bar requests information. This grievance supposedly involves medical liens. Exhibit "3" involves one Indra Turner and again the first letter from the State Bar dated January 27, 2014, likewise requests information from Mr. Agwara. The grievance again appeals to deal with medical liens. The other grievances are similar in nature. In reviewing these it appears that the thrust of the State Bar's investigation is the non-payment of medical liens. What then is the relevancy of subpoenaing or requesting a subpoena for all of the other documentation requested in the second subpoena. What relevancy, for example, is a request to obtain all correspondence and retainer agreements when the allegation appears to be a non-payment of medical liens.

CONCLUSION

For the above-indicated reasons, it is requested that the objection to the subpoena and the motion to quash subpoena be granted.

DATED this 29th day of June, 2016.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

RECEIPT OF COPY

RECEIPT OF COPY of the **RESPONDENT'S ANSWER TO STATE BAR'S RESPONSE TO AGWARA'S OBJECTION TO SECOND SUBPOENA DUCES TECUM AND MOTION TO QUASH** in the above-entitled matter is hereby acknowledged this 29th day of June, 2016.

Stephanie Barker, Assistant Bar Counsel
3100 West Charleston Boulevard
Suite 100
Las Vegas, Nevada 89102

Luke Puschnig, Esq.
3150 Paradise Road
Las Vegas, Nevada 89109

Case No: SG13-1818c SG14-0100, SG14-0485, SG14-1137

FILED

JUN 29 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA, vs. LIBORIUS AGWARA, ESQ., NV BAR No. 7576	**ORDER REGARDING LIBORIUS AGWARA'S OBJECTION TO SECOND SUBPOENA DUCES TECUM AND STATE BAR'S MOTION TO COMPEL**

IT IS HEREBY ORDERED that the Agwara's Objection to Second Subpoena Duces Tecum is hereby denied and the State Bar's Motion to Compel production is hereby granted.

This Order does not, in any manner, prevent Liborius Agwara, Esq. from making similar arguments in the future if this matter continues to hearing.

DATED this 29th day of June, 2016.

By: _____
Luke Puschnig, Esq.
Nevada Bar No. 3792
Chair of Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE BY ELECTRONIC MAIL

The undersigned hereby certifies a true and correct copy of the foregoing **ORDER REGARDING LIBORIOUS AGWARA'S OBJECTION TO SECOND SUBPOENA DUCES TECUM AND STATE BAR'S MOTION TO COMPEL** was deposited via electronic mail to:

1. Paul "Luke" Puschnig, Esq. (Committee Chair): lpuschnig@lvcva.com; Dtorres@lvcva.com
2. William H. Terry, Esq. (Respondent's Counsel) info@williamterrylaw.com; Sarah Daniels (Sarah@WilliamTerryLaw.com)
3. Janeen V. Isaacson, Esq. (Assistant Bar Counsel): janeeni@nvbar.org;
4. Stephanie Barker, Esq. (Assistant Bar Counsel): stephanieb@nvbar.org ; dawnm@nvbar.org

DATED this 29th day of June, 2016.

By: _____
Jana L. Chaffee, an employee of
the State Bar of Nevada.

Stephanie Barker

From: Luke Puschnig <lpuschnig@lvcva.com>
Sent: Thursday, June 30, 2016 9:47 AM
To: Office Email
Cc: Janeen Isaacson; Stephanie Barker
Subject: Re: Liborius Agwara

Oral hearing was vacated because I do not see a reason for the oral hearing. The written pleadings were enough to decide the matter. I am also hereby denying the Request for a Stay on my order.

Luke PUSCHNIG

Sent from my iPad

On Jun 30, 2016, at 9:29 AM, Office Email <Info@WilliamTerryLaw.com> wrote:

> Dear Chairman Puschnig:
>
> I received your order denying our objections to the second Subpoena Duces Tecum by way of email dated June 29, 2016 at 4:58 p.m. You had scheduled oral arguments on this matter for July 7, 2016 at 2:00 p.m. Am I to presume that that is now vacated since you have ruled without oral arguments?
>
> I am also requesting a stay of your order on both subpoena #1 and subpoena #2 so that I can file a writ with the Nevada Supreme Court. I have to make this request even if you deny it so that I can represent in the writ that a stay has been requested but denied. I would suggest that if you deny the request for stays, your denial also set forth the reason why the previously set oral argument which was to be heard on July 7th at 2:00 p.m. was vacated.
>
> As always, thank you for your courtesies.
>
> William B. Terry, Esq.
> 530 S. Seventh Street
> Las Vegas, Nevada 89101
> (702) 385-0799
> Info@WilliamTerryLaw.com

CONFIDENTIAL INFORMATION

This message or any attachments may contain information that is privileged, confidential, or exempt from disclosure under applicable law. If you have received this message in error, please do not forward or use this information in any way, immediately notify the sender by reply e-mail, and delete the message and any attachments. If the reader of this message is not the intended recipient, or the employee or agent for delivering the message to the intended recipient, you are hereby notifed that any dissemination or copying of this communication is strictly prohibited.

Case Nos.: SG13-1818, SG14-0100,
SG14-0485, SG14-1137

FILED

JUN 27 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA, Complainant, vs. LIBORIUS AGWARA, ESQ., NV BAR No. 7576 Respondent.	**COMPLAINT**

TO: Liborius Agwara, Esq.
c/o William B. Terry, Esq.
530 South Seventh Street
Las Vegas, NV 89101

PLEASE TAKE NOTICE that pursuant to Supreme Court Rule 105(2), a ***VERIFIED RESPONSE OR ANSWER*** to this Complaint must be filed with the Office of Bar Counsel, State Bar of Nevada, 3100 W. Charleston Boulevard, Suite 100, Las Vegas, Nevada 89102, **within twenty (20) days of service of this Complaint**. Procedure regarding service is addressed in Supreme Court Rule 109.

1. Complainant, State Bar of Nevada ("State Bar"), alleges that the Respondent, Liborius Agwara, Esq. ("Respondent"), Bar No. 7576, first licensed to practice law in Nevada in 2001, is now and at all times pertinent herein was a licensed attorney in the

State of Nevada and that he engaged in acts of misconduct in Clark County, Nevada, warranting the imposition of professional discipline as set out herein.

COUNT 1

SG14-0485 (Bankruptcy)

2. On September 4, 2013, Respondent filed a Chapter 13 bankruptcy petition for what he qualified as a personal bankruptcy.

3. At the time he filed his bankruptcy petition, Respondent was engaged in contentious divorce proceedings with wife Kelechi Agwara, who alleged that Respondent was using the bankruptcy proceeding and his law firm to protect and hide community property assets.

4. On February 5, 2014, the Bankruptcy Court ordered Respondent to produce trust account statements, receipts, disbursements and ledgers to the United States Bankruptcy Trustee (Trustee), and to creditor Kelechi Agwara.

5. In response to the February 5, 2014, Order, Respondent failed to produce trust accounting, client ledgers reflecting the amounts held in trust for each client, copies of the checks deposited for each client, or documentation regarding numerous wire transfers of money to and from the trust account.

6. Respondent subsequently underwent a debtor examination on March 18, 2014, and testified at a subsequent bankruptcy hearing on April 2, 2014.

7. While giving sworn testimony in March and/or April 2014:

a. Respondent described transactions linked to his client trust account that were personal in nature, or otherwise unrelated to his practice of law.

b. Respondent confirmed multiple wire transfers out of the trust account, consisting of tens of thousands of dollars unrelated to his legal practice.

c. Respondent testified to thousands of dollars of trust account transactions that he could not link to specific clients or cases.

d. Respondent testified that money transferred from the trust account for personal purposes had been earned attorney's fees held in the trust account as far back as 2010, but was not able to identify which client or which case had generated the alleged fee, or what portion of which fee was being transferred from the account for any particular personal expense.

e. Respondent testified that he does not implement a reliable or identifiable system of accounting for his client trust account.

f. Respondent testified to personal use of his trust account that included transactions regarding multiple rental properties owned by Respondent and his wife through various corporations.

8. At the conclusion of Respondent's testimony on April 2, 2014, United States Bankruptcy Judge Bruce T. Beesley ordered Respondent's counsel to report Respondent's actions with his trust account to the State Bar.

9. On April 9, 2014, attorneys Samuel A. Schwartz and Sean E. McClenahan sent a letter to the State Bar in compliance with the Court's Order, stating that Respondent failed to maintain trust account records in accordance with SCR 78.5(b) in that he did not retain ledgers, vouchers or receipts, but claiming that Respondent maintained settlement and disbursement sheets in each client file.

10. In response to the April 9, 2014, letter, on April 17, 2014, correspondence requesting substantive information in response to the grievance in accordance with RPC 8.1(b), was sent to Respondent by the State Bar.

11. Respondent did not provide the State Bar with a substantive response to its April 14, 2014, inquiry regarding trust account management, and instead advised that "I am

not aware of a professional rule that requires me to keep a ledger. I do not even know what a ledger is."

12. The State Bar subsequently obtained a copy of the March 26, 2014, Declaration of the Bankruptcy Analyst / CPA (Analyst) employed by the Office of the United States Bankruptcy Trustee, and assigned to conduct financial analysis of Respondent's case in bankruptcy.

13. The Analyst confirmed that Respondent was operating his firm as a sole proprietorship and did not keep a ledger for his Nevada State Bank (NSB) Trust Account, or client ledgers reflecting the amounts held in trust for each client, receipts or copies of checks deposited into the NSB Trust Account, or documentation regarding wire transfers through the account.

14. The Analyst noted that Respondent operated his firm on a cash basis and did not have a list of accounts receivable, including amounts due to him for reimbursement of expenses and attorney's fees.

15. On July 13, 2014, the Bankruptcy Court entered an order freezing Respondent's NSB Trust Account, requiring Trustee oversight of the funds going into and out of the account.

16. Between June 2014 and May 2015, the State Bar subpoenaed Respondent's bank account records, from both NSB and Wells Fargo Bank (WFB), and obtained records IOLTA trust and operating accounts held by Respondent.

17. Respondent's NSB Trust Account and WFB Trust Account bank records, obtained in response to the State Bar's subpoenas, reveal:

a. Respondent used his NSB Trust Account for personal expenses, as well as for other transactions not related to Respondent's law practice.

b. Respondent did not timely or completely disburse monies held for clients in either the NSB or the WFB Trust Accounts.

18. After the Bankruptcy Court ordered Trustee oversight of the NSB Trust Account in July 2014, Respondent bypassed the NSB Trust Account and began depositing client monies into a Wells Fargo Bank (WFB) Operating Account.

19. For the next approximate nine months between July 2014 and April 2015, Respondent comingled and disbursed client funds, personal funds, and law practice operating funds through the WFB Operating Account.

20. Between July 14, 2014, and April 22, 2015, there were thirty-four (34) occasions on which Respondent deposited funds received on behalf of a client in the form of either a settlement check or a medical payment coverage check, into the WFB Operating Account – totaling $343,876.39 over nine months.

21. Also between July 14, 2014, and April 22, 2015, Respondent utilized the Operating Account for non-client related transactions such as office repair and maintenance, pool service, paralegal services, child support, vehicle maintenance, personal litigation expense (bankruptcy and divorce), payroll, lawn maintenance at a personal residence, self-storage fees, CLE fees, payroll costs, etc.

22. On July 4, 2015, the Trustee filed a Complaint for Avoidance of Fraudulent Transfers and for Recovery of Bankruptcy Estate Property, asserting that Respondent's NSB Trust Account had been utilized by Respondent to conceal bankruptcy estate property in the form of earned but unpaid attorney's fees, and through a real property transaction facilitated with trust account funds, on behalf of Respondent's client Brigitte Lescieux.

23. Although Respondent subsequently reached a resolution with the Trustee regarding the July 4, 2015, Complaint for Avoidance of Fraudulent Transfers, the

information acquired by the Trustee in support of the Complaint demonstrates Respondent's pattern of misuse of his trust account.

24. On December 17, 2015, the Office of Bar Counsel issued a Subpoena Duces Tecum to Respondent, seeking client records related to the settlement and distribution of funds related to approximately 75 clients, as well as law office accounting records for all deposits, withdrawals and disbursement of funds to or from the NSB Trust Account concerning eight specifically identified transactions through that account.

25. Respondent has objected to the December 17, 2015, Subpoena Duces Tecum and refused to provide the requested documents.

26. Respondent's conduct as described hereinabove is in violation of Rule of Professional Conduct (RPC) 3.3 (Candor Toward the Tribunal), RPC 3.4 (Fairness to Opposing Party and Counsel), RPC 1.15 (Safekeeping Property), RPC 8.1(a) (Bar Admission & Disciplinary Matters) and RPC 8.4 (Misconduct).

COUNT 2

OBC13-1818 (Doyne Medical Clinic)

27. On November 22, 2013, the State Bar received a grievance from the Doyne Medical Clinic (DMC) asserting that DMC and the MLK X-Ray Corporation (MLK) had $48,808 of unpaid liens related to Respondent's clients, and that their efforts to obtain settlement status information and payment from Respondent, with regard to these clients had been unsuccessful.

28. The State Bar forwarded the grievance to Respondent, along with the chart of unpaid claims provided by DMC/MLK, and copies of the DMC/MLK patient/client liens. These liens identified Respondent as the attorney for each lienholder.

29. In his response to the State Bar on January 21, 2014, and March 14, 2014, Respondent advised that he was not aware of all of these liens, stating that because Dr.

Martin Doyne had been his personal physician and his friend, he had made claim checks payable to Dr. Doyne personally.

30. Respondent advised that Dr. Doyne had died before the grievance was submitted by DMC/MLK in November 2013, and Respondent speculated that the DMC/MLK records had simply not been updated to reflect Respondent's payments made to Dr. Doyne directly.

31. Respondent provided the State Bar with copies of several checks issued directly to Dr. Doyne, but the checks only added up to a portion of the funds owed to DMC.

32. Respondent's bank records demonstrate that:

a. Some client settlements were deposited into the trust account, but lien payments were not made to DMC/MLK in either the amounts claimed to be owed in full, or claimed as reduced by DMC/MLK;

b. Some lien payments were made by Respondent to DMC/MLK in the amounts claimed to be owed or claimed as reduced by DMC/MLK, but with no corresponding client settlement having been deposited into the trust account.

c. Some lien payments were made two and three years after settlement funds were received.

d. Some settlement deposits were not made until months after the dates the settlement checks were issued.

e. Client funds related to some of the liens which DMC/MLK ultimately wrote off, were retained in the account and not disbursed to the clients.

33. On December 17, 2015, the State Bar issued a Subpoena Duces Tecum to Respondent, seeking production of Respondent's client records concerning settlements received for clients treated by DMC/MLK, and payment of related liens, including those owed to DMC/MLK.

34. Respondent objected to the Subpoena Duces Tecum and refused to produce the documents sought by the State Bar supoena.

35. Respondent's conduct as described hereinabove is in violation of RPC 1.3 (Diligence), RPC 1.15 (Safekeeping Property), RPC 8.1(b)(Bar Admission & Disciplinary Matters) and RPC 8.4 (Misconduct).

COUNT 3

SG14-1137 (Obteen Nassiri)

36. Obteen Nassiri (Nassiri) retained Respondent to defend him in a federal lawsuit.

37. During the course of the representation, in or about May of 2013, Respondent approached Nassiri requesting a $100,000 loan allegedly for the purpose of purchasing a business called Fabulous Furniture located in Fort Meyers, Florida

38. Nassiri reluctantly agreed to give Respondent the loan.

39. The terms and conditions of the loan were not fully disclosed and transmitted to Nassiri in writing.

40. Respondent did not advise Nassiri to consult with independent legal counsel prior to making the loan to Respondent.

41. Nassiri did not consult with independent legal counsel prior to making the loan to Respondent.

42. On May 15, 2013, Nassiri, pursuant to Respondent's instructions, provided Respondent with a $100,000 cashier's check made payable directly to the owners of the furniture store.

43. After delivery of the funds as directed by Respondent, Nassiri received a May 14, 2013, NSB Trust Account check from Respondent, made out to Nassiri's medical practice, Valley Wellness Consultants, for the sum of $100,000.

44. Nassiri was told by Respondent that the May 14, 2013, trust account check would serve as collateral for the loan.

45. The $100,000 trust account check was later nullified and Respondent reneged on the debt to Nassiri.

46. On September 2, 2014, through attorney Todd Prall of Hutchinson & Steffen, Nassiri submitted a grievance to the State Bar regarding the loan to Respondent, and provided copies of the May 15, 2013, cashier's check and the May 14, 2013, trust account check issued to Nassiri from Respondent.

47. In a letter to the State Bar dated October 10, 2014, Respondent stated "...I guess this is open season on Libo." Respondent denied owing Nassiri any money, and enclosed billing invoices claiming that Nassiri actually owed him over $218,000 for legal work performed on Nassiri's behalf. All three billing invoices were dated October 10, 2014.

48. As for the $100,000 trust account check made out to Nassiri's medical practice, Respondent claimed that it was issued in error, and that his office was forced to put a stop payment on it. Respondent denied that the check was intended to guarantee anything.

49. Nassiri's counsel advised the State Bar that Nassiri had never received any of the billings forwarded to the State Bar by Respondent.

50. On September 22, 2015, the State Bar sent correspondence to Respondent pursuant to RPC 8.1(b), requesting additional information concerning the Nassiri grievance. Respondent failed to comply with the request.

51. Respondent's conduct as described hereinabove is in violation of RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules), RPC 1.15 (Safekeeping Property), RPC 8.1(b) (Bar Admission & Disciplinary Matters) and RPC 8.4 (Misconduct).

///

COUNT 4

OBC14-0100 (Indra Dyan Turner)

52. In or about 2011, Indra Dyan Turner ("Turner") retained Respondent to represent her in a personal injury case.

53. After a Short Jury Trial following arbitration, Respondent obtained a verdict in Turner's favor, with a total award of $21,019.55.

54. On August 30, 2013, Allstate issued a settlement check payable to Turner and Respondent in the amount of $21,019.55.

55. On September 23, 2013, Respondent deposited the Allstate check into his client trust account.

56. On September 30, 2013, Turner approved disbursement of the funds as follows:

Attorney Fees & Costs	$9,065.00
Lien Payments	$8,087.55
Net to Client	$3,867.00

57. Although Respondent issued Turner a check for her portion of the settlement, he did not issue checks to the lien holders, which included St. Rose Dominican, Dr. Steven Holper, Accident Injury Medical Centers and Raxo Drugs.

58. Turner subsequently discovered the liens had not been paid after pulling her credit report.

59. Turner attempted to reach Respondent but was told he was out of the country.

60. On January 17, 2014, Turner submitted a grievance to the State Bar.

61. On January 27, 2014, the State Bar sent correspondence to Respondent requesting copies of the Turner settlement documents, including any documentation regarding the liens incurred by Turner and evidence of payment.

62. On February 20, 2014, Respondent sent the State Bar copies of several checks all dated January 21, 2014 – four days after Turner's grievance was submitted to the State Bar – and made out as follows:

St. Rose Dominican	$4,000.00
Raxo Drugs	$ 695.38
Dr. Steven Holper	$ 524.67
Prime Medical Funding	$2,867.50
Total	**$8,087.55**

63. Respondent's February 20, 2014, response to the State Bar did not contain copies of the liens or settlement records as requested.

64. On March 12, 2014, Respondent provided copies of the cancelled checks and alleged that Turner filed the grievance to try to extort more money from him.

65. On September 23, 2015, the State Bar sent a second letter to Respondent in accordance with RPC 8.1(b), again requesting copies of the Turner settlement records and liens.

66. Respondent requested and received two extensions of time to answer the September 23, 2015 request by the State Bar.

67. On November 6, 2015, Respondent again provided copies of the settlement checks and distribution sheets, but failed to provide copies of the liens or the settlement documents as requested.

68. Respondent's conduct as described hereinabove is in violation of RPC 1.3 (Diligence), RPC 1.4 (Communication), RPC 1.15 (Safekeeping Property) and RPC 8.1(b) (Bar Admission & Disciplinary Matters).

WHEREFORE, Complainant prays as follows:

1. That a hearing be held pursuant to Nevada Supreme Court Rule 105;

2. That Respondent be assessed the costs of the disciplinary proceeding pursuant to Supreme Court Rule 120(1); and

3. That pursuant to Supreme Court Rule 102, such disciplinary action be taken by the Southern Nevada Disciplinary Board against Respondent as may be deemed appropriate under the circumstances.

Dated this 27th day of June, 2016.

STATE BAR OF NEVADA

By: _____

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
Janeen V. Isaacson, Assistant Bar Counsel
Nevada Bar No. 6429
3100 West Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
(702) 382-2200
ATTORNEYS FOR COMPLAINANT

FILED
JUL 14 2016
STATE BAR OF NEVADA
BY: OFFICE OF BAR COUNSEL

Case Nos.: OBC13-1818; OBC14-0100; SG14-0485; SG14-1137

ORIGINAL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

LIBORIUS AGWARA, ESQ., NV Bar No. 7576

Respondent.

WILLIAM B. TERRY, CHARTERED
330 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799

VERIFIED RESPONSE AND ANSWER

COMES NOW, the Respondent, LIBORIUS AGWARA, by and through his counsel, WILLIAM B. TERRY, ESQ., of the law offices WILLIAM B. TERRY, CHARTERED and files the instant Verified Response and/or Answer to the above-indicated Complaint.

COUNT 1
SG14-0485 (Bankruptcy)

In answering the allegations set forth in Count 1, specifically, those allegations set forth within paragraph 26 of the State Bar's Complaint, the Respondent does deny that he violated Rule of Professional Conduct ("RPC") 3.3 (Candor Toward the Tirbunal), RPC 3.4 (Fairness to Opposing Party and Counsel), RPC 1.15 (Safekeeping Property), RPC 8.1 (Bar Admission & Disciplinary Matters) and RPC 8.4 (Misconduct).

COUNT 2
OBC13-1818 (Doyne Medical Clinic)

In answering the allegations set forth in Count 2, specifically, those allegations set forth within paragraph 35 of the State Bar's Complaint, the Respondent does deny that he violated Rule of Professional Conduct ("RPC") 1.3 (Diligence), RPC 1.15 (Safekeeping Property), RPC 8.1(b) (Bar Admission & Disciplinary Matters) and RPC 8.4 (Misconduct).

COUNT 3
SG14-1137 (Obteen Nassiri)

In answering the allegations set forth in Count 3, specifically, those allegations set forth within paragraph 51 of the State Bar's Complaint, the Respondent does deny that he violated Rule of Professional Conduct ("RPC") 1.8 (Conflict of Interest: Current Clients: Specific Rules), RPC 1.15 (Safekeeping Property), RPC 8.1(b) (Bar Admission & Disciplinary Matters) and RPC 8.4 (Misconduct).

COUNT 4
OBC14-0100 (Indra Dyan Turner)

In answering the allegations set forth in Count 1, specifically, those allegations set forth within paragraph 68 of the State Bar's Complaint, the Respondent does deny that he violated Rule of Professional Conduct ("RPC") 1.3 (Diligence); RPC 1.4 (Communication), RPC 1.15 (Safekeeping Property) and RPC 8.1(b) (Bar Admission & Disciplinary Matters).

. . . .

. . . .

. . . .

AFFIRMATIVE DEFENSES

In Count 1, Paragraph 26, Complainant fails to specifically allege how Respondent's course of conduct violated each RPC alleged.

In Count 2, Paragraph 35, Complainant fails to specifically allege how Respondent's course of conduct violated each RPC alleged.

In Count 3, Paragraph 51, Complainant fails to specifically allege how Respondent's course of conduct violated each RPC alleged.

In Count 4, Paragraph 68, Complainant fails to specifically allege how Respondent's course of conduct violated each RPC alleged.

Further, the charging does not sufficiently put the Respondent on notice of that which he should be prepared to defend against and, also, the complaint is barred by the limitation of actions under Rule 106.

DATED this 14 day of July, 2016.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

VERIFICATION

STATE OF NEVADA)
) ss:
COUNTY OF CLARK)

LIBORIUS AGWARA, being first duly sworn, deposes and say:

That he is the Respondent in the above-entitled action; that he has read the foregoing Verified Response and Answer and knows the contents thereof; that the same is true of his own knowledge except for those matter therein contained stated upon information and belief, and as to those matter, he believes it to be true.

LIBORIUS AGWARA

SUBSCRIBED and SWORN to before me this 13th day of July, 2016.

ERICKA BURCIAGA
Notary Public State of Nevada
No. 10-3041-1
My Appt. Exp. May 28, 2018

NOTARY PUBLIC in and for said County and State

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Ref: 700302-CA
04026468

56-1544
441

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Pay To The Order Of: AGWARA & ASSOCIATES & Juan Sanchez Alva
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LAS VEGAS,NV,89121-4740

$*411.52*

Security Features Included ⓘ Details on back

JPMorgan Chase Bank, N.A.
Columbus,OH

⑈04026468⑈ ⑆044115443⑆ 976485235⑈

68502897

1189060178

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>321270742<
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AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5811228515

REQUEST 00006319298000000 411.52
ROLL ECIA 20141107 000001184911145+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

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03962441

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PAY EXACTLY: **NINE HUNDRED NINETY AND 59/100 DOLLARS**********

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$*990.59*

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Columbus,OH

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D

⑆1184911146

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> 8212707 42 <
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AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.

REQUEST 00006319298000000 990 59
ROLL ECIA 20141107 00000118491146+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
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Check No: 04063548
Date: 10-09-14
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Ref: 700302-GA
04063548

56-1544
441

PAY EXACTLY: **ONE THOUSAND FOUR HUNDRED TWO AND 72/100 DOLLARS**********

Pay To The Order Of
AGWARA & ASSOCIATES & Jose Sanchez-Martinez
4693 E. Flamingo Road
LAS VEGAS,NV,89121-4740

$*1,402.72*

Security Features Included. Details on back

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68616597

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Fraud Indicator

1184911147

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5814228515

REQUEST 00006319298000000 1402.72
ROLL ECIA 20141107 000001184911147+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
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Check No: 03776217
Date: 07-25-14
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Ref: 700302-GA
03776217

56-1544
441

PAY EXACTLY: **ONE THOUSAND NINETEEN AND 34/100 DOLLARS**********

Pay To The Order Of

Jose Sanchez-Martinez
c/o Agwara & Associates
4693 E Flamingo Road
LAS VEGAS,NV,89121

$*1,019.34*

JPMorgan Chase Bank, N.A.
Columbus,OH

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67471655

X

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AGWARA & ASSOCIATES
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6814228515

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REQUEST 00006319298000000 1019 34
ROLL ECIA 20141107 000001184911148+
JOB ECIA E ACCT 0000000976485235
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Date: 09-15-14
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03964388

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441

PAY EXACTLY: **TWO HUNDRED EIGHTEEN AND 75/100 DOLLARS**********

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$**218.75*

JPMorgan Chase Bank, N.A.
Columbus,OH

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68151186

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>321270742<
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AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.

118491149

REQUEST 00006319298000000 218 75
ROLL ECIA 20141107 000001184911149+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

GOVERNMENT EMPLOYEES INSURANCE CO
ONE GEICO WEST BOX 509119
SAN DIEGO, CA 92150-9119

Bank of America
Hartford, CT 06120
Claim Number: 0101182120101120

51-44
119 CT

NO. N 169237121
VOID AFTER 180 DAYS
Date: 08/05/2014

Claimant:
ESOHE ESANBOR-ERIAMIATOE

Insured Name:
ROBERT E PIERSON

Amount:
$****3,250.00

Feature Symbol & Amount
ABI $***3250.00

THREE-THOUSAND-TWO-HUNDRED-FIFTY*AND*00/100*DOLLARS********

Pay to the Order of:
ESOHE ESANBOR-ERIAMIATOE AND
AGWARA & ASSOCIATES

In Payment of:
BODILY INJURY COVERAGE
FULL AND FINAL SETTLEMENT
OF ALL CLAIMS AND LIENS
KNOWN AND UNKNOWN

Mail To:
Law Office Of Katherine Barker
823 Las Vegas Blvd
Ste 300
Las Vegas, NV 89101

Hallis White

⑈169237121⑈ ⑆011900445⑆ 000000019191⑈

C17607316

1184911150

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LIBORIUS I. AGWARA, ESQ
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REQUEST 00006319298000000 3250.00
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American National Property & Casualty Co.
Corporate Centre
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Springfield, Missouri 65899-0001

ANPAC

80-1847/865
Empire Bank
Springfield, Missouri

000099000266

Claim No. 27 A 27C567

ANPAC
CLAIMS LOSS CHECK

Pay To the Order of ANGEL COBENA & LIBORIUS AGWAR

Date: 10-29-14

**********EIGHT THOUSAND SIXTY TWO & 43/100********** Dollars $8,062.43

In Payment of FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS AGAINST PACIENCIA CERCADO

Deliver To IAN ESTRADA
3230 S BUFFALO DR
LAS VEGAS NV 89117-2505

Representative CHRISTY STROHM

Contact No. 2303

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Christy Strohm
Authorized Representative

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⑈99000266⑈ ⑆086518477⑆ ⑈1032859⑈

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REQUEST 00006319298000000 8062.43
ROLL ECIA 20141107 00000118491151+
JOB ECIA E ACCT 0000000001032859
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03964490

56-1544
441

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LAS VEGAS,NV,89121-4740

$*225.00*

JPMorgan Chase Bank, N.A.
Columbus,OH

⑈03964490⑈ ⑆044115443⑆ 976485235⑈

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68151277

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5014226515

REQUEST 00006319298000000 225.00
ROLL ECIA 20141107 000001184911152+
JOB ECIA E ACCT 0000000976485235
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03964510

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PAY EXACTLY: **FOUR HUNDRED EIGHTY SEVEN AND 58/100 DOLLARS**********

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$*487.58*

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Columbus,OH

⑈03964510⑈ ⑆044115443⑆ 9764852351⑈

68151296

110911153

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AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.

REQUEST 00006319298000000 487.58
ROLL ECIA 20141107 000001184911153+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
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03964395

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$*150.94*

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Columbus,OH

⑈03964395⑈ ⑆044115443⑆ 976485235⑈

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68151192

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AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

REQUEST 00006319298000000 150.94
ROLL ECIA 20141107 000001184911154+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
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Date: 08-07-14
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Ref: 700302-GA
03823322

56-1544
441

PAY EXACTLY: **FOUR HUNDRED NINETY SEVEN AND 89/100 DOLLARS**********

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TES
c/o Agwara & Associates
4693 E Flamingo Road
LAS VEGAS,NV,89121

$**497.89*

JPMorgan Chase Bank, N.A.
Columbus,OH

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⑈03823322⑈ ⑆044115443⑆ 9764852351⑈

67701063

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AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.

REQUEST 00006319298000000 497 89
ROLL ECIA 20141107 000001184911155+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
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Titan Insurance
Victoria Insurance

On Your Side

Check No: 03823340
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Ref: 700302-GA
03823340

56-1544
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PAY EXACTLY: **NINE HUNDRED NINETY SEVEN AND 78/100 DOLLARS**********

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Jose Sanchez-Martinez & AGWARA & ASSOCIA
TES
c/o Agwara & Associates
4693 E Flamingo Road
LAS VEGAS,NV,89121

$*997.78*

JPMorgan Chase Bank, N.A.
Columbus, OH

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67701078

1184911156

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> 321270742 <
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AGWARA & ASSOCIATES
IRORIUS I. AGWARA, ESQ.

REQUEST 00006319298000000 997 78
ROLL ECIA 20141107 000001184911156+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
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Check No: 03937668
Date: 09-08-14
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Ref: 700302-GA
03937668

58-1544
441

PAY EXACTLY: **THREE THOUSAND FIVE HUNDRED NINETY SEVEN AND 89/100 DOLLARS**********

Pay To The Order Of

AGWARA & ASSOCIATES & Juan Sanchez Alva
4693 E. Flamingo Road
LAS VEGAS,NV,89121-4740

$*3,597.89*

JPMorgan Chase Bank, N.A.
Columbus,OH

Security Features Included Details on back

⑈03937668⑈ ⑆044115443⑆ 976485235⑈

68084103

1184911157

AT THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228518

REQUEST 00006319298000000 3597 89
ROLL ECIA 20141107 000001184911157+
JOB ECIA E ACCT 0000000976485235
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

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S3928-020
Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

ESIS
An Insurance Services Company
ESIS, Inc.

FA70601382

FILE ID: 6752496072097

DATE: 11/01/14

PLEASE DEPOSIT OF CASH WITHIN 90 DAYS

DOLLARS: $*****30,000.00

51-44 / 119

THIRTY THOUSAND DOLLARS AND 00 CENTS

TO THE ORDER OF
AGWARA & ASSOCIATES AS HIS ATTY AND
MR. ANGEL LOPEZ RODRIGUEZ
4693 E. FLAMINGO ROAD
LAS VEGAS NV 89121

AUTHORIZED SIGNATURE

Bank of America

CLAIMANT	CLIENT	DATE OF EVENT
RODRIGUEZ;ANGEL L	BBU, INC.	12/12/12

FOR	CLAIM OFFICE
FULL AND FINAL SETTLEMENT OF ALL CLAIMS	WILMINGTON APL/E

NBS-100/12

⑈4170601382⑈ ⑆011900445⑆ 000000047692⑈

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15329248

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> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

REQUEST 00006319298000000 30000 00
ROLL ECIA 20141120 000001189063527+
JOB ECIA E ACCT 0000000000047692
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

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SBN 5113

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW

USIC Claims
c/o S & C Claims Services, Inc. 6075 W. Diablo Dr., #140
Las Vegas NV 89148
02/27/2013

U.S. Bank
97-219/1243

Check Number
9949
Issue Date 11/19/2014
VOID After 60 Days

For INDEMNITY from 11/18/2014 to 11/18/2014
Claim: 250275 / Jose Aguayo - Juarez, PPD_LUMP

Pay Five thousand nine hundred forty-nine and 48 / 100 Dollars $ ***5,949.48***

TO THE ORDER OF
Aguayo - Juarez, Jose
3740 Berg Street
North Las Vegas, NV 89030

Authorized Signature

⑈9949⑈ ⑆124302150⑆ 153153280844⑈

1139068211

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA N.A.

FOR DEPOSIT ONLY

AGUAYO & ASSOCIATES
LIBORIO T. AGUAYO, ESQ.

5814228515

REQUEST 00006319298000000 5949.48
ROLL ECIA 20141209 000001189068211+
JOB ECIA E ACCT 000015315328084 4
REQUESTOR A568055
14-424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS * 002844
PHOENIX, AZ
PO BOX 7230
LONDON, KY 40742-9732

Liberty Mutual. INSURANCE

62-20/311
CITIBANK NA, ONE PENNS WAY
NEW CASTLE, DE 19720

PAY 10000.00

*PAY*TEN*THOUSAND*DOLLARS*NO*CENTS*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0647	251	CLAIM 028410881-0002	35313377	11/21/14

PAY **$10000.00

VOID IF NOT PRESENTED WITHIN 6 MONTHS OF DATE OF CHECK

PAY TO THE ORDER OF

AGWARA & ASSOCIATES
& YENIFER RIVERA
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

Fin. ID
Type
Issue
Tkn. Dep.
Hist.
Opn.
AD
Sig.
HPR
Memo

TWO SIGNATURES REQUIRED IF OVER $500,000

⑈35313377⑈ ⑆031100209⑆ 38707351⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

PCSCK (9/14)

1189068212

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

REQUEST 00006319298000000 10000.00
ROLL ECIA 20141209 000001189068212+
JOB ECIA E ACCT 0000000038707351
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

SBN 5120

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN AUTHENTICAL WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW

USIC Claims
c/o S & C Claims Services, Inc. 9075 W. Diablo Dr., #140
Las Vegas NV 89148
02/27/2013

U.S. Bank
97-215/1243

Check Number
9902

Issue Date 10/30/2014
VOID After 60 Days

For INDEMNITY from to
Claim: 250275 / Jose Aguayo - Juarez. PPD_INSTALLMENT

Pay One hundred forty-eight and 38 / 100 Dollars $ **$148.38**

TO THE ORDER OF
Aguayo - Juarez, Jose
3740 Berg Street
North Las Vegas, NV 89030

Authorized Signature

⑈9902⑈ ⑆124302150⑆ 153153280844⑈

1189068213

ENDORSE HERE

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY

BORDERS ON THE AGWARA & ASSOCIATES TING AND MAY BE SEEN
UNDER THE HORIZONTAL AGWARA, ESQ. DOCUMENT

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE

REQUEST 00006319298000000 148 38
ROLL ECIA 20141209 000001189068213+
JOB ECIA E ACCT 0000153153280844
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS * 001056
PHOENIX, AZ
PO BOX 7230
LONDON, KY 40742-9732

Liberty Mutual. INSURANCE

62-20/311
CITIBANK NA, ONE PENNS WAY
NEW CASTLE, DE 19720

PAY ONLY [illegible]

*PAY*THIRTEEN*THOUSAND*SIX*HUNDRED*DOLLARS*NO*CENTS*

OFFICE NO.	B. CODE	PAYMENT IDENTIFICATION	CHECK NUMBER	CHECK DATE
0647	251	CLAIM 028410881-0003	35311381	11/21/14

PAY **$13600.00

VOID IF NOT PRESENTED WITHIN 6 MONTHS OF DATE OF CHECK

PAY TO THE ORDER OF

AGWARA & ASSOCIATES
& HECTOR ALAS-GUZMAN
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

TWO SIGNATURES REQUIRED IF OVER $5M,000

⑈35311381⑈ ⑆031100209⑆ 38707351⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

PCSCK (9/14)

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
>321270742<
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814226515

⑈189068981

REQUEST 00006319298000000 13600.00
ROLL ECIA 20141211 000001189068981+
JOB ECIA E ACCT 0000000038707351
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

INSURED: THANH GIANG D VO
CLAIMANT: MARIA RAMOS
IN PAYMENT OF FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS FOR BODILY INJURY ARISING FROM LOSS OF 12/6/2008.

POLICY NUMBER	CLAIM NUMBER	
986463682	0125215145	
TAX ID	DESK LOC	EMPLOYEE ID
	HJQ	DKMT
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	64-1278 611

PAY: FOUR THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS

4,500.00

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	1970	08/29/2014

108037192

TO THE ORDER OF
MARIA RAMOS AND AGWARA AND ASSOCIATES
4119 E PHILADELPHIA AVE
LAS VEGAS NV 89104-5229

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Imran K. Gupta
Samuel Reed

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

⑈108037192⑈ ⑆061112788⑆ 329 911 9562⑈

SW56176690

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
>021270742<
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LAKRISHA I. AGWARA ESQ.
CR1272851

⑆199068082

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

For Florida claims: P. ...right to Florida Statute 817.234, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.)

ENDORSE HERE

REQUEST 00006319298000000 4500 00
ROLL ECIA 20141211 000001189068982+
JOB ECIA E ACCT 0000003299119562
REQUESTOR A568055
1142-1659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

Deposit/

(Check One/ ☐ Checking/ ☐ Savings/ ☐ Money Market Access ☐ Command

WELLS FARGO

Account Number/ 5814228515

* ~~8991558027~~

Date/ 4/22/15

Please print: Name - Uborius Agwara

Please print: Street Address, City, State, Zip Code/

Deposits may not be available for immediate withdrawal. See Delayed posting information on reverse.*

Cash/

Total Checks (include total from other side) 90,000.00

Subtotal

Minus cash received/ 41,970.00

Total $ 48,030.00

Wells Public Use When Blank and Wells Fargo Confidential When Completed

Please sign in teller's presence for cash received/ Two forms of ID may be required for cash back transactions./

X

Bank Use Only (When SVT Is Not Available)

TLR5076 (09/11) WRH# 40525278

Customer Id:	Exp. date:	Token Verified (✓) ☐	Approval:

⑈811566855⑈ ⑆500000377⑆

TOTAL CHECKS

CASH COUNT FOR BANK ID

TOTAL

1184976554

ARROUNT

REQUEST 00006319298000000 48030.00
ROLL ECIA 20150422 000001184976554+
JOB ECIA E ACCT 8250005814228515
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

SBN 5147

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY
GREAT WESTERN
NV AUTO P24PCL260
JPMORGAN CHASE BANK, NA 56-1544/541
COLUMBUS, OH 43240

1 24 104296 J

CLAIM NO 28-218V-683
LOSS DATE 11-19-2012
INSURED: TULLAO, JEANETTE TALA

DATE 04-16-2015 MM DD YYYY

**********EXACTLY NINETY THOUSAND AND 00/100 DOLLARS $****90,000.00

Pay to the Order of: JEANETTE TALA TULLAO & LIBORIUS AGWARA, ESQ, HER ATTORNEY

Verified by miguel
(800) 324-0704 @ 11:06
4/22/15

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

⑈2417104296⑈ ⑆044115443⑆ 662632637⑈

MUST BE ENDORSED BY ALL PAYEES

Jeanette T Tullao

Thus Notice Only Applies to Vendors and Service Providers:

By endorsing this payment for your services, you agree not to use or disclose any personal customer information received from us unless necessary for the services we requested.

1184976555

REQUEST 00006319298000000 90000.00
ROLL ECIA 20150422 000001184976555+
JOB ECIA E ACCT 0000000662632637
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

SBN 5149

EX. 10-C

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

Cancelled Checks					Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
2/24/14	6178	AARP	63.00		
6/2/15	6431	Adam Muslusky, Esq	250.00		Gonzalez v Reynolds
8/11/15	6461	Adam Muslusky, Esq	260.00		Gonzalez v Reynolds
6/17/14	6212	Adrian Garcia	1,250.00		install walls
4/30/15	6416	Adrian Garcia	200.00		door repair
4/23/15	6414	Adrion Garcia	200.00		office doors
8/25/14	6242	Adv Diagnostic Imaging	930.00		Otis Reynolds
1/8/15	6359	Advance Orthopedics	700.00		Hector Guzman
10/3/14	6302	Advanced Wellness & Chi	2,320.00		Jose Garcia
4/27/15	6358	Advantage Diagnostic	800.00		Hector Guzman
6/6/14	6207	AGR Detective Service	150.00		Service of proces on Rios & Garcia
7/16/14	6230	AGR Detective Service	245.00		Fletcher, Gold? Service
9/29/14	6297	AGR Detective Service	365.00		
1/30/15	301062	Aimee Diaz-Ramos	160.17		
2/17/15	301066	Aimee Diaz-Ramos	680.75		Cashed Ck
3/2/15	301069	Aimee Diaz-Ramos	680.75		Cashed Ck
3/16/15	301072	Aimee Diaz-Ramos	711.69		
3/30/15	301075	Aimee Diaz-Ramos	711.69		
4/16/15	301078	Aimee Diaz-Ramos	660.84		
4/24/15	301081	Aimee Diaz-Ramos	507.49		
4/30/15	6418	Aimee Diaz-Ramos	3,000.00		Cashed Ck
5/11/15	301086	Aimee Diaz-Ramos	711.69		Cashed Ck
5/22/15	301089	Aimee Diaz-Ramos	686.17		Cashed ck
6/8/15	301092	Aimee Diaz-Ramos	669.15		Cashed Ck
6/19/15	301095	Aimee Diaz-Ramos	711.69		Cashed ck
7/3/15	301098	Aimee Diaz-Ramos	707.43		Cashed ck
7/17/15	301101	Aimee Diaz-Ramos	711.69		
7/29/15	6458	Aimee Diaz-Ramos	500.00		Casahed ck
7/31/15	301106	Aimee Diaz-Ramos	656.38		
8/14/15	301109	Aimee Diaz-Ramos	707.43		
8/26/15	301112	Aimee Diaz-Ramos	630.86		
9/11/15	301115	Aimee Diaz-Ramos	711.69		
10/6/15	301118	Aimee Diaz-Ramos	371.19		Cashed Ck ; - 3076 S. Bronco St, LV, Nv 89146
3/13/15	6403	Aliante's Pool Service	375.00		Cashed Ck
7/1/15	6440	Aliante's Pool Service	375.00		Cashed Ck
3/5/14	6185	Aliante's Pool Solutions	250.00		Cashed Ck - Jan & Feb 14
6/19/14	6213	Aliante's Pool Solutions	375.00		Cashed Ck- Mar, apr, may 14
9/16/14	6290	Aliante's Pool Solutions	500.00		Cashed Ck - Jun, Jul Aug Sep 14
12/22/14	6366	Aliante's Pool Solutions	375.00		Cashed Ck - pool
7/2/14	6219	All American Locksmith	104.00		
7/11/14	6226	Alluring Custon Drapery	714.00		office drapes
12/19/14	6342	American nat'l Prop & Casualty	509.53		refund on Cobena v Cercado

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
1/3/14	300973	Amparo Gutierrez	540.94		Cashed ck
1/17/14	300977	Amparo Gutierrez	689.84		
1/31/14	300980	Amparo Gutierrez	711.11		Cashed ck
2/14/14	300983	Amparo Gutierrez	711.11		Cashed Ck
3/3/14	300986	Amparo Gutierrez	711.11		Cashed Ck
3/17/14	300989	Amparo Gutierrez	600.50		Cashed Ck
3/28/14	300992	Amparo Gutierrez	834.87		Cashed Ck
4/11/14	300994	Amparo Gutierrez	779.57		Cashed Ck
4/28/14	300996	Amparo Gutierrez	834.87		Cashed Ck
5/9/14	301000	Amparo Gutierrez	834.87		
5/27/14	301002	Amparo Gutierrez	638.80		
6/20/14	301004	Amparo Gutierrez	201.35		Cashed Ck; - 4944 Larkspur St, Lv, Nv 89146
11/20/14	6321	Angel Cobena	809.43		Settlement
11/24/14	6322	Angel Lopez-Rodriguez	10,222.94		Settlement
10/10/14	6157	Askale Beberkidan	1,040.00		Cashed ck
2/3/14	6166	Askale Beberkidan	1,040.00		Cashed Ck - child support
3/3/14	6180	Askale Beberkidan	1,040.00		Cashed ck
3/31/14	6194	Askale Beberkidan	1,040.00		Cashed Ck
6/3/14	6206	Askale Beberkidan	1,040.00		Cashed Ck - chilld support
7/18/14	6229	Askale Beberkidan	1,040.00		Cashed Ck - child support
8/6/14	6233	Askale Beberkidan	1,040.00		Cashed Ck - c/support
9/24/14	6296	Askale Beberkidan	3,100.00		
11/20/15	6494	Askale Geberkidan	6,800.00		Cashed Ck
7/22/15	6453	Atlantic A/C & Heating	180.00		AC repair (office)
9/15/14	6272	Babyland	135.00		
9/19/14	6292	Babyland	135.00		9/15-9/19
2/18/14	6172	Bactes	45.30		Med records/Lopez Pediozo
5/30/14	6205	BASI-K	600.00		Deposit for IT/phone/security
6/4/14	6208	BASI-K	640.00		phone ?
1/2/15	301053	Blanca Castro	652.86		Cashed Ck
1/16/15	301056	Blanca Castro	566.81		Cashed ck
2/6/15	301061	Blanca Castro	81.26		
7/3/14	301010	Blanca E Castro	647.15		
7/18/14	301015	Blanca E Castro	713.03		
8/1/14	301018	Blanca E Castro	696.56		Cashed Ck
8/15/14	6235	Blanca E Castro	63.00		Cashed Ck
8/15/14	301021	Blanca E Castro	573.03		Cashed Ck
8/29/14	6257	Blanca E Castro	754.61		
8/29/14	301024	Blanca E Castro	651.27		
9/12/14	301027	Blanca E Castro	416.50		Cashed Ck
9/29/14	301030	Blanca E Castro	778.91		
10/10/14	301033	Blanca E Castro	633.97		Cashed Ck
10/24/14	301038	Blanca E Castro	706.45		Cashed Ck
11/7/14	301041	Blanca E Castro	556.98		Cashed ck
11/21/14	301044	Blanca E Castro	652.09		

Liborius Agawara DbA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
12/5/14	301047	Blanca E Castro	593.21		Cashed Ck
12/19/14	301050	Blanca E Castro	679.26		Cashed Ck; - 2305 Statz St #2, NLV, Nv 89030
2/27/15	301068	Brandon Dalby	1,214.08		Cashed Ck
3/13/15	301071	Brandon Dalby	1,337.84		Cashed Ck
3/30/15	301074	Brandon Dalby	1,337.84		Cashed Ck
4/13/15	301077	Brandon Dalby	1,214.08		
4/27/15	301080	Brandon Dalby	1,229.55		
5/18/15	301085	Brandon Dalby	1,214.08		
6/8/15	301088	Brandon Dalby	147.76		Cashed Ck
6/8/15	301091	Brandon Dalby	1,214.08		Cashed Ck
6/19/15	301094	Brandon Dalby	1,287.56		
7/3/15	301097	Brandon Dalby	1,306.90		
7/20/15	301100	Brandon Dalby	1,337.84		
8/3/15	301105	Brandon Dalby	1,310.77		
8/17/15	301108	Brandon Dalby	1,318.50		
8/31/15	301111	Brandon Dalby	1,310.77		
9/14/15	301114	Brandon Dalby	1,337.84		
9/28/15	301117	Brandon Dalby	1,337.84		
10/13/15	301121	Brandon Dalby	1,229.55		Cashed Ck
10/26/15	301124	Brandon Dalby	1,337.84		
11/9/15	301129	Brandon Dalby	1,337.84		
11/23/15	301133	Brandon Dalby	1,279.83		
12/7/15	301136	Brandon Dalby	1,237.28		Paralegal - 597 Lake Huron Lane, Boulder City, Nv
7/1/15	6446	Bugsy's Blinds	368.00		Deposit for office blinds
7/27/15	6454	Bugsy's Blinds	369.00		
2/5/14	6151	Ca Highway Patrol	10.00		
10/6/14	6307	Carmen Mendoza	1,409.43		Settlement
6/30/14	6216	CARS	1,900.00		03 R/Rover
7/10/14	6220	Carson City Sheriff	21.00		Amare v Frias
7/10/14	6221	Carson City Sheriff	21.00		Santana v Veolis Trensp
7/10/14	6222	Carson City Sheriff	21.00		NPC v Gonzalez
10/2/15	6475	Carson City sheriffs office	21.00		
10/17/14	6312	CCSO	21.00		A-14-706768-C
10/1/14	6295	Charles Eke	1,000.00		
1/15/14	6160	Cher Shaine	3,333.34		
2/3/14	6167	Cher Shaine	3,333.34		
2/18/14	6176	Cher Shaine	3,333.34		
3/3/14	6183	Cher Shaine	3,333.34		Cashed Ck
3/12/14	6187	Cher Shaine	1,666.67		Attorney - Bar # 10751
4/13/15	6409	Chubb	1,217.20		540696321772001P
1/21/15	6372	Chuko Huhrey	50.00		Agwara v Agwara
3/9/15	6392	City of LV	20.00		151201312
3/25/15	6404	City View Ct HOA	350.00		2015 HOA

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 581-228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
3/5/14	6175	City View HOA	700.00		2013/2014 dues
4/3/14	6190	Clark Co Law Library	50.00		A-11-638445-C
8/19/15	6468	Clark co Recorder	172.00		Lis Pendens td774932
9/10/15	6472	Clark co Recorder	176.00		2794896
3/11/15	6400	Clerk of Court	18.00		McConnell Will
12/23/14	6367	Clerk of the Court	59.00		D-12-464015-D Records
11/21/14	6319	Clerk of the Supreme Ct	250.00		66836
1/27/15	6377	Cohen & Padda	1,000.00		#618-001
9/9/14	6271	Cohen & Padda LLC	1,500.00		
6/12/14	6211	Comtech	180.00		phone system connection
12/2/14	6329	Credit Bureau Central	7,427.00		Angel Lopez-Rodriguez
11/20/15	6495	David Agwara	350.00		Cashed Ck C/ Support
12/4/15	6498	David Agwara	500.00		
2/19/14	6171	Davidson Reporting	38.70		Federal transcript / Rios
7/22/15	6439	Dep of Homeland sec	465.00		A204390552
9/16/14	6291	Dependable Transcribing	500.00		Cashed Ck - C-1070228 A/B
2/13/15	6385	Dependable Transcribing	30.00		
5/14/14	6187	Dept of Homeland Sec.	110.00		Mariela Tan A099862495
2/23/15	6388	Dept of Homeland Security	1,490.00		Ruelas, Sergio
3/11/15	6391	Dept of Homeland Security	985.00		Brown, Daphne L
10/9/15	6483	Dept of Homeland Security	185.00		A200 807 300
4/15/15	6412	Dept of Justice	110.00		Treja-Ortiz , Armando
9/18/14	6282	Desert Inn Diagnostic Ctr	1,692.50		Jose Guevrra Chevez
2/18/15	6384	DHS	420.00		Iwuoha (I-130)
3/20/15	6393	DHS	1,490.00		Rosales, Eva Judith
6/3/15	6429	Diego Trujillo	240.00		Maribel Martinez
6/3/15	6428	Diego Trujillo	274.38		Fidel Romero
8/10/15	6459	Diego Trujillo	434.00		Romero & Gonzalez
10/20/15	6486	Diego Trujillo	473.05		Hernandez/Tomero
1/29/14	6162	Doc request LLC	19.20		records
6/13/14	6210	Doc request LLC	10.00		Inv#14-05-24555-Monterrasso
6/20/14	6214	Doc request LLC	47.00		Inv# 14-06-25586 (Payeras)
8/20/14	6234	Doc request LLC	48.80		Inv# 14-07-26630
9/5/14	6254	Doc request LLC	80.30		Records ...
10/17/14	6313	Doc request LLC	28.40		
6/6/14	301005	Donna K Ossola	909.84		
6/20/14	301007	Donna K Ossola	942.33		Cashed Ck
7/7/14	301011	Donna K Ossola	888.18		
7/21/14	301016	Donna K Ossola	942.33		
8/4/14	301019	Donna K Ossola	942.33		
8/18/14	301022	Donna K Ossola	942.33		
9/4/14	301025	Donna K Ossola	725.75		
9/15/14	301028	Donna K Ossola	855.69		

Liborius Agawara DbA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

Cancelled Checks					Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
9/29/14	301031	Donna K Ossola	942.33		
10/14/14	301034	Donna K Ossola	861.11		
10/27/14	301039	Donna K Ossola	790.72		
11/13/14	301042	Donna K Ossola	888.18		
11/24/14	301045	Donna K Ossola	693.26		
12/8/14	301048	Donna K Ossola	866.53		
12/22/14	301051	Donna K Ossola	828.62		
1/6/15	301054	Donna Ossola	770.22		
1/20/15	301057	Donna Ossola	667.34		
2/3/15	301063	Donna Ossola	818.94		
2/9/15	301064	Donna Ossola	894.75		231 W Horizon Ridge Pkwy #1726, Henderson, Nv 89012
10/24/14	6289	Dr Enrico Fazzini	1,200.00		
1/7/15	6355	Dr Evarista Nnadi	250.00		Hector Guzman
1/7/15	6335	Dr Evarista Nnadi	250.00		Yenifer Rivera
2/11/15	6278	Dr Evarista Nnadi	200.00		Nancy Bacot-Pedrosa
2/11/15	6276	Dr Evarista Nnadi	200.00		Luis Gomez-Garcia
2/11/15	6253	Dr Evarista Nnadi	250.00		Tynasha Brown
2/11/15	6266	Dr Evarista Nnadi	250.00		Kyshuan Washington
9/26/14	6288	Dr Firooz Mashhood	250.00		Penny Houston
1/7/15	6351	Dr Firooz Mashhood	200.00		Maria Ramos
8/26/14	6241	Dr Gary Latourette	8,803.00		Otis Reynolds
9/15/14	6275	Dr Obteen Nassiri	535.00		Cashed ck - Luis Gomez-Garcia
9/9/14	6269	Dr Steven Holper	250.00		Kyshuan Washington
9/9/14	6262	Dr Steven Holper	375.00		Tynasha Brown
12/4/14	6308	Dr Steven Holper	150.00		Carmen Mendoza
12/4/14	6324	Dr Steven Holper	150.00		Angel Cobena
8/20/14	6239	Elsa Mejia	3,000.00		Cashed Ck - settlement
1/6/14		Erica Burciaga	1,044.41		
1/21/14		Erica Burciaga	1,001.17		
2/3/14		Erica Burciaga	1,081.47		
2/18/14		Erica Burciaga	951.76		
3/3/14		Erica Burciaga	1,081.47		
3/14/14		Erica Burciaga	1,038.23		
3/26/14	300991	Erica Burciaga	1,140.77		Cashed Ck
4/11/14	300993	Erica Burciaga	1,147.35		Cashed Ck
4/25/14	300995	Erica Burciaga	1,140.77		Cashed Ck
5/13/14	300999	Erica Burciaga	1,048.53		
5/23/14	301001	Erica Burciaga	1,147.35		Cashed Ck
6/9/14	301303	Erica Burciaga	1,147.35		Cashed Ck
6/20/14	301006	Erica Burciaga	1,147.35		
7/3/14	301009	Erica Burciaga	1,147.35		
8/5/14	301017	Erica Burciaga	1,147.35		
8/15/14	301020	Erica Burciaga	1,140.77		Cashed Ck
9/2/14	301023	Erica Burciaga	1,048.53		
9/12/14	301026	Erica Burciaga	1,147.35		Cashed Ck

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
9/26/14	6300	Erica Burciaga	120.00		Cashed Ck
9/26/14	301029	Erica Burciaga	1,048.53		Cashed Ck
9/30/14	6304	Erica Burciaga	1,000.00		
10/10/14	301032	Erica Burciaga	956.29		Cashed Ck
10/24/14	301037	Erica Burciaga	1,035.35		Cashed Ck
11/7/14	301040	Erica Burciaga	805.30		Cashed ck
11/24/14	301043	Erica Burciaga	1,002.41		
12/8/14	301046	Erica Burciaga	1,015.59		
12/15/14	6362	Erica Burciaga	2,000.00		Cashed Ck bonus 2014
12/19/14	301049	Erica Burciaga	1,101.23		Cashed Ck
1/7/15	301052	Ericka Burciaga	964.24		
1/1/15	301055	Ericka Burciaga	924.70		
1/30/15	301060	Ericka Burciaga	1,049.88		
2/17/15	301065	Ericka Burciaga	1,069.64		Cashed Ck
2/27/15	301067	Ericka Burciaga	1,280.46		Cashed Ck
3/10/15	6401	Ericka Burciaga	100.00		Cashed ck
3/16/15	301070	Ericka Burciaga	1,161.88		
3/27/15	301073	Ericka Burciaga	1,280.46		Cashed Ck
4/13/15	301076	Ericka Burciaga	1,065.52		
4/27/15	301079	Ericka Burciaga	1,221.16		cashed ck
5/11/15	301084	Ericka Burciaga	1,280.46		
5/26/15	301087	Ericka Burciaga	1,280.46		
6/1/15	6430	Ericka Burciaga	305.00		Cashed Ck
6/8/15	301090	Ericka Burciaga	1,213.75		Cashed Ck
6/25/15	301093	Ericka Burciaga	1,147.05		Cashed ck
7/3/15	301096	Ericka Burciaga	1,221.16		
7/20/15	301099	Ericka Burciaga	1,280.46		
7/29/15	6456	Ericka Burciaga	353.00		
8/3/15	301104	Ericka Burciaga	1,102.58		
8/17/15		Ericka Burciaga	1,213.75		
8/31/15		Ericka Burciaga	1,280.46		
9/14/15		Ericka Burciaga	1,258.22		
9/28/15	301116	Ericka Burciaga	1,132.23		
10/13/15	301120	Ericka Burciaga	1,280.46		
10/28/15	301123	Ericka Burciaga	1,221.16		
11/9/15		Ericka Burciaga	1,154.47		
11/23/15	301132	Ericka Burciaga	1,280.46		
12/7/15	301135	Ericka Burciaga	1,165.58		
12/15/14	6349	Esohe Esanbor-Eriamiatoe	800.00		Settlement
10/14/14	6306	Eutiquid Arguelles	1,000.00		Lawn Maint up to 9/30/14
5/21/15	6421	Eutiquio Arguelles	1,000.00		
8/18/15	6462	Eutiquio Arguelles	1,100.00		final bill on 1641 City View
8/18/15	6463	Eutiquio Arguelles	250.00		office water pipe repair
9/25/14	6237	Family First medical ctr	250.00		Otis Reynolds
10/30/15	6490	Fedex Offie	89.50		Hector Rodriguez, MD

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
9/10/14	6270	Firooz Mashhood	225.00		Elsa Mejia-Cardona
12/9/14	6330	Firooz Mashhood	300.00		Angel Lopez-Rodriguez
12/5/14	6346	**George Carter Esq**	3,000.00		Cashed Ck - Retainer for divorce?
1/21/15	6375	**George Carter Esq**	1,000.00		
1/28/15	6378	George Carter Esq	1,500.00		BK retainer
3/9/15	6396	George Carter Esq	750.00		Add'l retainer on BK
3/30/15	6407	George Carter Esq	1,500.00		Appeal
3/31/15	6408	George Carter Esq	774.00		filing fees
4/13/15	6413	George Carter Esq	2,500.00		BK
5/1/15	6419	George Carter Esq	1,500.00		Appeal
5/29/15	6432	George Carter Esq	1,500.00		Appeal
6/30/15	6441	George Carter Esq	1,000.00		Divorce Appeal
7/14/15	6448	George Carter Esq	500.00		divorce attys fees
8/13/15	6464	George Carter Esq	1,000.00		Fees
9/3/15	6471	George Carter Esq	1,500.00		BK
9/30/15	6477	George Carter Esq	1,000.00		fees for BK
10/15/15	6485	George Carter Esq	750.00		BK appeal
11/19/15	6493	George Carter Esq	750.00		
12/16/15	6500	George Carter Esq	1,000.00		
11/5/15	6491	Goldern State Process service	135.00		
12/19/14	6353	Good Hands Chiro	800.00		Esohe Esanbor-Eriamiotoe
12/19/14	6350	Good Hands Chiro	1,000.00		Maria Ramos
11/23/15	301134	Guadalupe Iniguez	526.05		Cashed Ck
12/7/15	301137	Guadalupe Iniguez	584.06		
12/12/14	6354	Hector Guzman	4,117.00		Settlement
1/9/14	6152	Helen Zomba	671.00		Cashed ck - Dep;osition Transcript
1/15/14	6159	Hogan Chiropractic	14.50		Records
4/24/15	6415	James Kimsey	1,000.00		retaining fee (?)
6/1/15	6433	James Kimsey	1,000.00		Cashed Ck - BK appeal
7/16/15	6451	James Kimsey	500.00		BK/fam
10/2/15	6482	James Kimsey	750.00		Cashed Ck
12/24/14	6360	Jasmine Coca	465.00		
12/15/14	6361	Javier Velasquez_Zendejas	452.49		1641 City View
7/2/15	6447	Jenniferlinn Burciaga	370.00		Cashed ck - wages
7/17/15	6449	Jenniferlinn Burciaga	20.97		wages
7/27/15	6455	Jenniferlinn Burciaga	300.00		
7/28/15	6457	Jenniferlinn Burciaga	300.00		wages
11/25/14	6338	Jose Antonio Aguayo-Juarez	3,900.00		Cashed ck - Settlement
9/18/14	6293	Jose Castro	500.00		Cashed Ck - LV Pharmacy
10/6/14	6301	Jose Garcia	5,555.00		Settlement
9/11/14	6281	Jose Guevarra Chevez	1,453.84		Settlement

Liborius Agawara DoA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
5/28/15	6434	Jose Sanchez-Martinez	2,640.81		settlement
6/20/14	301008	Josefina Toscano	203.17		
3/26/14	6191	Juan Valenzuela	50.00		Cashed Ck - plumbing/office
3/26/14	6192	Juan Valenzuela	90.00		Cashed Ck - plumbning / Capistrano
1/21/15	6373	Junes Legal Services	185.00		Agwara v Agwara
2/18/14	6170	Kelsey-Seybold Clinic	51.00		L Okolo records
8/20/14	6249	Kyshuan Washington	1,190.37		Settlement
7/1/14	6218	Las vega Township Constatbe	46.00		Eviction
2/7/14	6169	Lawyers Solutions Grp	490.00		Depo trans
9/2/14	6263	Liborius Agwara	5,000.00		Cashed Ck wages
6/11/15	6438	Liborius Agwara	2,000.00		
4/27/15	6417	Luciano Torres	120.00		carpet cleaning
9/10/14	6273	Luis Gomez-Garcia	1,100.00		Settlement
8/25/14	6243	LV Radiology	300.00		Otis Reynolds
9/4/14	6252	LV Radiology	225.00		Tynasha Brown
9/4/14	6265	LV Radiology	225.00		Kyshuan Washington
9/23/14	6287	LV Radiology	225.00		Penny Houston
7/10/15	6310	LV Radiology	225.00		Carmen Mendoza
7/10/15	6326	LV Radiology	225.25		Angel Cobena
1/14/14	6150	LVMPD	9.00		131212-3042
2/12/14	6168	LVMPD	27.00		police reports
3/21/14	6186	LVMPD	9.00		Nunu Swetz 140223-2204
9/29/14	6298	LVVWD	46.58		
6/25/14	6215	Manuel Calvillo	630.00		Interpretor for Cobena Trial
9/25/15	6476	Maria I Ramos	40.00		
9/25/15	301119	Maria I Ramos	369.02		
10/9/15	301122	Maria I Ramos	757.84		
10/23/15	301125	Maria I Ramos	655.59		Cashed Ck
11/12/15	301130	Maria I Ramos	757.84		Cashed Ck
11/12/15	301131	Maria I Ramos	40.63		Cashed Ck
12/16/14	6348	Maria Ramos	554.00		Settlement
2/20/14	6177	Matilde Hernandez	36.97		Records (UMC)
8/22/14	6245	Matt Smith Physical Ther.	4,669.00		Otis Reynolds
6/2/14	6203	Mini Price Self Storage	400.75		F-26
12/5/14	6343	Mini Price Self Storage	390.00		11/29/14 -5/24/15 unit f26
6/15/15	6436	Mini Price Self Storage	390.00		Jun - Nov 15
12/15/15	6497	Mini Price Self Storage	390.00		
10/27/15	6487	Mohamed Obaama	2,200.00		Oct Rent
11/17/15	6492	Mohamed Obaama	2,200.00		
10/28/15	6467	Mohammed Sharifpour	3,500.00		2777 Paradise Rd #1804
3/10/15	6370	Moneygram Payments Syst	50.00		Agwara v Agwara
10/7/15	6469	NALV	1,500.00		

Liborius Agawara DbA Liborius Agwara ESQ - Wells Fargo Acct 58[illegible]228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
9/10/14	6274	Nancy Bacot-Pedroso	1,100.00		Settlement
4/2/15	6410	Naomi Nakhaima	400.00		
8/17/15	6465	Naomi Nakhaima	650.00		Cashed Ck
10/6/15	6484	Naomi Nakhaima	700.00		
3/13/15	6399	nashima Davis	300.00		
4/3/15	6411	Nashima Davis	750.00		Cashed Ck
12/5/14	6336	NBC Operations LLC	2,400.00		Yenifer Rivera
2/24/14	6174	Newport Lofts	1,163.00		Newport unit 1605
4/2/15	6406	NHP	10.00		
5/21/15	6422	Nunu Swetz	1,850.00		Minh K Maung
2/4/15	6379	Nv Board of Continuing Ed	40.00		15 annual fee
9/3/14	6259	Nv CLE Board	990.00		Bar + 7576
10/17/14	6294	Nv Div of Insurance	30.00		Tullao v State Farm
2/6/14	300975	Nv Employment Sec	30.26		210582.00-3
5/12/14	300988	Nv Employment Sec	60.65		210582.00-3
5/13/14	300997	Nv Employment Sec	32.34		210582.00-3
7/17/14	301012	Nv Employment Sec	22.46		210582.00-3 bond
7/17/14	301013	Nv Employment Sec	42.12		210582.00-3
10/17/14	301036	Nv Employment Sec	569.05		210582.00-3
10/21/14	301035	Nv Employment Sec	187.58		
1/28/15	301059	Nv employment Sec Div	352.20		210582.00-3
1/28/15	301058	Nv employment Sec Div	116.10		210582.00-3
5/6/15	301083	Nv employment Sec Div	65.88		
8/10/15	301102	Nv employment Sec Div	61.20		
9/10/15	301082	Nv employment Sec Div	30.74		
11/13/15	301127	Nv employment Sec Div	715.55		
12/4/15	301126	Nv employment Sec Div	159.01		
2/18/15	6387	Nv Legal News	200.00		
9/9/14	6264	Nv Wellness Ctr	415.00		Kyshuan Washington
9/9/14	6251	Nv Wellness Ctr	500.00		Tynasha Brown
9/18/14	6286	Nv Wellness Ctr	1,500.00		Penny Houston
12/12/14	6331	Nv Wellness Ctr	1,500.00		Angel Lopez-Rodriguez
12/12/14	6309	Nv Wellness Ctr	1,500.00		Carmen Mendoza
12/12/14	6325	Nv Wellness Ctr	2,000.00		Angel Cobena
11/24/14	6328	Obidike Iheenacho	200.00		
1/21/14	6158	Office Max	54.03		Office Supplies
1/30/14	6164	Office Max	80.67		
8/20/14	6236	Otis Reynolds	31,136.45		UIM Settlement
9/18/15	6473	Parump Justice Ct	275.00		
1/17/14	6161	PBS Anesthesia	3.60		Records
9/15/14	6285	Penny Houston	7,225.00		Cashed Ck - settlement
1/2/15	6340	Pocahontas	1,300.00		rent
2/2/15	6383	Pocahontas	43.00		Trash reimbursement
2/2/15	6380	Pocahontas	1,300.00		feb rent
3/3/15	6381	Pocahontas	1,300.00		Mar rent

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
4/1/15	6382	Pocahontas	1,300.00		Apr rent
5/4/15	6420	Pocahontas	1,342.63		rent
7/6/15	6442	Pocahontas	1,400.00		
8/4/15	6443	Pocahontas	1,400.00		
9/1/15	6444	Pocahontas	1,400.00		
10/1/15	6478	Pocahontas	1,400.00		
10/1/15	6481	Pocahontas	592.08		
11/2/15	6479	Pocahontas	1,400.00		
12/1/15	6480	Pocahontas	1,400.00		
5/27/14	6202	Pocahontas 1, LLC	2,800.00		Swc Dep & June 14 Rent
9/2/14	6261	Pocahontas 1, LLC	1,300.00		rent
10/1/14	6305	Pocahontas 1, LLC	1,300.00		
11/4/14	6318	Pocahontas 1, LLC	1,300.00		rent
12/1/14	6341	Pocahontas 1, LLC	46.21		republic services
12/1/14	6339	Pocahontas 1, LLC	1,300.00		rent
12/9/14	6337	Primary Care consultants	600.00		Yenifer Rivera
4/28/15	6357	Primary Care Consultants	600.00		Hector Guzman
1/9/14	6155	Rapid Refill	54.04		Ink Replacement
9/12/14	6280	Rapid Refill	54.04		
9/8/14	6267	RAXO Drugs	586.00		Kyshuan Washington
9/8/14	6255	RAXO Drugs	683.41		Tynasha Brown
1/13/15	6333	RAXO Drugs	200.00		Angel Lopez-Rodriguez
3/6/15	6398	Ringo Ngankou	500.00		DVR system
1/22/14	6163	Rosa Maria chavez	1,000.00		refund
12/9/14	6345	Ross Smillie Esq	125.00		Garcia v Ark lv Rest
3/24/14	6188	Sara Lainez	200.00		Cashed Ck - Wages
4/4/14	6193	Sara Lainez	390.00		
4/16/14	6198	Sara Lainez	350.00		Cashed Ck
5/14/14	6200	Sara Lainez	411.00		Wages
5/27/14	6201	Sara Lainez	330.00		Wages
6/9/14	6209	Sara Lainez	495.00		wages
7/3/14	6223	Sara Lainez	660.00		wages
7/18/14	6231	Sara Lainez	495.00		
8/1/14	6232	Sara Lainez	473.00		
8/19/14	6240	Sara Lainez	451.00		
9/2/14	6258	Sara Lainez	550.00		Cashed Ck
9/15/14	6284	Sara Lainez	770.00		Cashed Ck - wages
9/26/14	6299	Sara Lainez	660.00		
10/7/14	6311	Sara Lainez	535.00		Cashed Ck
10/14/14	6314	Sara Lainez	650.00		Cashed Ck
10/14/14	6315	Sara Lainez	605.00		wages
10/24/14	6317	Sara Lainez	533.50		
11/17/14	6320	Sara Lainez	489.50		
12/2/14	6323	Sara Lainez	475.00		
12/8/14	6347	Sara Lainez	440.00		Cashed Ck
12/22/14	6365	Sara Lainez	407.00		Cashed Ck

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 58[illegible]228515

2014 & 2015 Cancelled Checks & Other Debits

		Cancelled Checks			Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
1/6/15	6369	Sara Lainez	352.00		Cashed Ck
1/20/15	6374	Sara Lainez	440.00		Cashed ck - wages
1/26/15	6376	Sara Lainez	500.00		
7/21/14	6228	SBI	14.93		Francisco Barajas_Jaime 4/24/87
1/3/14	300974	Shannon Shaffer	952.26		
1/17/14	300978	Shannon Shaffer	976.96		
1/31/14	300981	Shannon Shaffer	1,051.08		
2/14/14	300984	Shannon Shaffer	1,051.08		
3/3/14	300987	Shannon Shaffer	1,014.02		
3/14/14	300990	Shannon Shaffer	387.87		1325 Shogun Ct #2, LV, Nv 89128
3/20/15	6402	Sheila jackson	2,500.00		
6/30/14	6217	Signs Now	2,726.90		signage
9/18/14	6283	Silmo Pharmacy	53.85		Jose Guevrra Chevez
8/21/14	6238	So Nv Wellness & Rec Ctr	2,350.00		Otis Reynolds
12/31/14	6368	Soto's Upholstery	500.00		
9/11/14	6268	Spring Valley Pharmacy	90.00		Kyshuan Washington
9/11/14	6256	Spring Valley Pharmacy	135.00		Tynasha Brown
3/6/14	6184	State Bar of Nv	550.00		
12/3/15	6496	Susan K Bush, Esq	495.00		TLG v Ezeoke
7/14/14	6225	The Bronstein Hand Center	24.52		Jose aguayo's records
12/4/15	6499	The Federal Defenders	5,000.00		
3/6/14	6182	The Schwartz Law Firm	1,000.00		2071-002 Ch 11 Trust
4/3/14	6195	The Schwartz Law Firm	1,000.00		Trust 2071-002 Ch 11
9/1/15	6466	TR Realty	1,200.00		Rental commission for 2777 Paradise #1804 John Ahmadi
8/18/14	6248	Tynasha Brown	799.00		Cashed Ck - for Kyshuan Washington, Jr
8/18/14	6247	Tynasha Brown	2,020.72		Cashed Ck - settlement
12/9/14	6344	Ultra Imaging LLC	1,000.00		Otis Reynolds
6/15/15	6437	US Dept of State	170.00		Liborius Agwara DOB: 7/23/62
3/21/14	6189	US Trustee	325.00		Acct # 782-13-17576
4/7/14	6196	US Trustee	325.00		Acct# 7821317576
8/17/15	6460	Verbatim Reporting	513.55		Agwara D464015
5/28/15	6424	Vicki Nelson, Ch 7 Trustee for L Agwara BK	1,500.00		Rolex Watch
3/17/15	6405	Victor Estrada	310.00		Plumbing repair
7/16/15	6452	Victor Estrada	290.00		
6/15/15	6435	Vrbatim Reporting & Trans	1,300.00		Agwara v Agwara
12/8/14	6327	Wellcare Pharmacy	100.00		Angel Cobena
11/25/14	6334	Yenifer Rivra	3,317.00		Settlement
2/23/15	6389	Yosef Beneberu	250.00		website
3/12/15	6395	Yosef Beneberu	250.00		Cashed Ck - web design
2/17/15	6386	Yvette Rodriguez	322.50		Cashed Ck - Ebo v Ebo
5/28/15	6425	Yvette Rodriguez	189.75		Ferenczy depo

Liborius Agawara DBA Liborius Agwara ESQ - Wells Fargo Acct 5814228515

2014 & 2015 Cancelled Checks & Other Debits

	Cancelled Checks				Deposits
Date	#	Payee	Amount	Other Debits a	Notes / Comments
5/28/15	6426	Yvette Rodriguez	216.25		Gonzalez v Reynolds
5/28/15	6427	Yvette Rodriguez	352.25		TJL v Ezeoke
1/2/14	6153		3,333.34		
1/3/14	6146		9.00		
1/3/14	6147		5.00		
1/7/14					
1/30/14				1,000.00	Ck card - Wm Terry
4/7/14				22.63	Ck Card Purch - Delta Air Atlanta Ga
9/24/14				5,000.00	Withdrawal in store- by Liborius Agwara
1/28/15				5,000.00	Withdrawal by Liborius Agawara
3/4/15				32.19	**Purchase in Forest Park, Ga**
4/24/15				48,000.00	Online transfer to law office of Libo Agwa
8/3/15	301105		1,310.77		

EX. 10-D

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

MONTHLY BALANCE SHEET (per statement)

Statement Date	Beg. Balance	Deposits/Credits	Withdrawals / Checks	Ending Balance
12/31/2014	$0.00	$174,533.56	$83,030.09	$91,503.47
1/31/2015	$91,503.47	$46.01	$34,476.01	$57,073.47
2/28/2015	$57,073.47	$39,233.55	$15,883.55	$80,423.47
3/31/2015	$80,423.47	$100,052.05	$42,291.05	$138,184.47
4/30/2015	$138,184.47	$48,047.60	$83,372.64	$102,859.43
5/31/2015	$102,859.43	$86,654.62	$70,639.69	$118,874.36
6/30/2015	$118,874.36	$86,732.79	$88,688.50	$116,918.65
7/31/2015	$16,918.65	$58,312.61	$80,470.88	$94,760.38
8/31/2015	$94,760.38	$10,087.31	$26,755.31	$78,092.38
9/30/2015	$78,092.38	$275,060.12	$263,299.12	$89,953.38
10/31/2015	$89,853.38	$104,534.81	$79,162.47	$115,225.72
11/30/2015	$115,225.72	$135,099.75	$59,361.82	$190,963.65
12/31/2015	$190,963.65	?	?	$113,688.26

? Outside scope of SDT

R.S. PAGE324

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

DEPOSITS

Date	Bates No.	Payee	Amount	Payor	Memo	Notes
12/16/14	SBN 7148	Law Offices of Libo Agwara Trust Account	$69,503.47	G&G Home Health Care Services	G&G Home Health	
12/16/14	SBN 7150	Atty. Libo Agwara	$5,000.00	Claudia McConnell	McConnell retainer fee	
12/16/2014	SBN 7152	Celestine Niyongabo and Law Offices of Liborius Agwara	$100,000.00	Progressive Insurance	Niyongabo, Celestine	
12/31/2014		interest payment	$30.09			
1/30/15		interest deposit	$46.01			
2/10/15	SBN 7154	Agwara & Associates & Alexis Escobar	$14,200.00	Liberty Mutual	Escobar, Alexis	
2/10/15	SBN 7155	Agwara & Associates & Sofia Contreras	$10,000.00	ESIS	Contreras, Sofia	
2/12/15	SBN 7157	Libo Agwara	$5,000.00	Aldous & Glenda Lockwood	Lockwood, Aldous attorney fee	
2/20/15	SBN 7159	Elizabeth Evans & Liborius Agwara	$10,000.00	Fred Loya Insurance Agency	Evans, Elizabeth	
2/27/15		interest deposit	$33.55			
3/12/15	SBN 7161	Rene Romero-Alfaro and Agwara & Associates	$8,000.00	Progressive Insurance	Romero-Alfano, Rene	
3/12/15	SBN 7162	Agwara & Associates and Jose Sanchez Martinez	$15,000.00	Fred Loya Insurance Agency	Sanchez Martinez, Jose	
3/24/15	SBN 7164	Law Offices of Libo Agwara and Holland Reece	$15,000.00	Commerce West	Reece, Holland	
3/24/15	SBN 7165	Oralia Banuelos and Francisco Barajas & Libo Agwara	$12,000.00	Gallagher Bassett Services	Banuelos, Oralia	
3/24/15	SBN 7167	Agwara and Associates and Jose Sanchez-Martinez	$50,000.00	Nationwide Insurance	Sanchez Martinez, Jose	
3/31/15		interest deposit	$52.05			
4/24/15	SBN 7119	online transfer from Agwara business checking correction	$48,000.00			Tullao ?
4/30/15		interest deposit	$47.60			
5/6/15	SBN 7169	Rene Romero	$635.81	Allstate	Romero, Rene	
5/6/15	SBN 7170	Rene Romero	$175.01	Allstate	Romero, Rene	
5/6/15	SBN 7171	Rene Romero	$1,195.00	Allstate	Romero, Rene	
5/6/15	SBN 7172	Mere Godfrey and Agwara & Associates	$50,000.00	Farmers	Godfrey, Mere	
5/6/15	SBN 7173	Alvin J. Cruz	$600.00	Horace Mann	Cruz, Alvin	

R.S. PAGE325

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

DEPOSITS

Date	Bates No.	Payee	Amount	Payor	Memo	Notes
5/6/15	SBN 7174	Alvin J. Cruz and Agwara & Associates	$15,500.00	Horace Mann	Cruz, Alvin	
5/6/15	SBN 7175	Liborius Agwara and Magdalena Beatriz Hosseini	$15,000.00	GEICO	Hosseini, Magdalena	
5/6/15	SBN 7176	Leila Leal and Agwara & Assoc.	$250.00	Allstate	Leal, Leila	
5/6/15	SBN 7177	Shakish Harrison and Agwara & Associates	$250.00	Allstate	Harrison, Shakish	
5/6/15	SBN 7178	Safonia Leal and Agwara & Assoc.	$250.00	Allstate	Leal, Safonia	
5/22/15	SBN 7180	Enrico Fazzini c/o Agwara & Associates	$2,723.40	Clerk of US District Court	Fazzini, bond exonerated	
5/29/15		interest deposit	$75.40			
6/11/15	SBN 7182	Law office of Libo Agwara FBO Estate of Theresa Mayhew / Claudia McConnell Beneficiary	$15,875.58	One Nevada Credit Union	Mayhew Estate	
6/11/15	SBN 7183	Bishar M. Hassan, Agwara and Law offices of Daniel Simon	$70,000.00	Progressive Insurance	Hassan, Bishar	
6/24/15	SBN 7184	cash	$806.00			
6/30/15		interest deposit	$51.21			
7/8/15	SBN 7187	Maribel Martinez and Agwara & Associates	$3,000.00	Farmers	Martinez, Maribel	
7/8/15	SBN 7188	Maribel Martinez and Agwara & Associates	$836.00	Farmers	Martinez, Maribel	
7/8/15	SBN 7189	Maribel Martinez and Agwara & Associates	$2,497.00	Farmers	Martinez, Maribel	
7/27/15	SBN 7191	Agwara & Associates and George C. Goldwair	$6,000.00	GEICO	Goldwair, George	
7/27/15	SBN 7192	Agwara & Associates and Marlene Ruiz	$12,000.00	CSAA	Ruiz, Marlene	
7/27/15	SBN 7193	Fernando Gonzalez and Liborius Agwara	$33,933.18	Zurich Insurance Company	Gonzalez, Fernando	
7/31/15		interest deposit	$46.43			
8/28/15	SBN 7195	Martin Marquez c/o Agwra & Associates	$10,043.97	Liberty Mutual	Marquez, Martin	
8/31/15		interest deposit	$43.34			
9/1/15	SBN 7197	Jenniferlinn Burciaga and Agwara & Associates	$100,000.00	Eos Fitness	Burciaga, Jenniferlinn	

R.S. PAGE326

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

DEPOSITS

Date	Bates No.	Payee	Amount	Payor	Memo	Notes
9/1/15	SBN 7199	Jenniferlinn Burciaga and Agwara & Associates	$175,000.00	Philadelphia Indemnity Insurance Company	Burciaga, Jenniferlinn	
9/30/15		interest deposit	$60.12			
10/1/15	SBN 7201	Markos Amare & Liborius Agwara	$55,000.00	Frias Management	Amare, Markos	
10/1/15	SBN 7202	Ebony Jones and Agwara & Associates	$15,000.00	Progressive Insurance	Jones, Ebony	
10/9/15	SBN 7204	Myron Sanders and Liborius Agwara	$8,536.41	Infinity Auto Insurance	Sanders, Myron	
10/9/15	SBN 7205	Denetra Sanders and Liborius Agwara	$7,657.90	Infinity Auto Insurance	Sanders, Denetra	
10/9/15	SBN 7206	Agwara & Associates and Baksh Qadir	$4,150.00	GEICO	Qadir, Baksh	
10/9/15		***MISSING***	$4,150.00	***MISSING***		
10/30/15	SBN 7208	Agwara & Associates	$9,976.68	Liberty Mutual		
10/30/15		interest deposit	$63.82			
11/4/15	SBN 7210	Maria Teresa Delgadillo and Law Office of Liborius Agwara	$125,000.00	Nevada Capital Insurance	Delgadillo, Maria	
11/24/15	SBN 7212	Agwara & Associates attorneys at law	$10,000.00	State Farm Insurance		
11/30/15		interest deposit	$99.75			
12/2/15	SBN 7214	Agwara & Associates and Lino Villagra	$10,000.00	State Farm Insurance	Villagra, Lino	
12/2/2015	SBN 7215	Antoinese Gardner and Liborius Agwara	$3,178.37	Infinity Auto Insurance	Gardner, Antoinese	
12/2/2015	SBN 7216	Tsegay Zenebe Berhe, Liborius Agwara	$11,385.77	Rental Insurance Services	Behre, Tsegay	
12/2/2015	SBN 7217	Tsegay Zenebe Berhe as Parent/Guardian for Mearg Berhe, Liborius Agwara	$3,976.77	Rental Insurance Services	Behre, Mearg	

R.S. PAGE327

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

WITHDRAWALS

Date	Bates No.	Description	Amount	Notes
12/31/2014		interest transfer	$30.09	
1/30/15		interest transfer	$46.01	
2/27/15		interest transfer	$33.55	
3/31/15		interest transfer	$52.05	
4/30/15		interest transfer	$47.60	
5/7/15		online transfer to Liborius Agwara Business Checking fees and costs on Alvin Cruz	$5,683.00	Cruz, Alvin fees and Costs
5/29/15		online transfer to Liborius Agwara Business Checking Balance of Fees and Costs on J. Tullao	$13,458.54	Tullao, fees and costs
5/29/15		interest transfer	$75.40	
6/29/15		withdrawal made in branch/store	$806.00	matching deposit right before this
6/30/15		interest transfer	$51.21	
7/28/15		online transfer to Liborius Agwara Business checking fees on Via Mobile	$2,400.00	UNKNOWN client
7/31/15		interest transfer	$46.43	
8/19/15		online transfer to Liborius Agwara business checking fees and costs on Marlene Ruiz via mobile	$4,100.00	Ruiz, Marlene
8/31/15		interest transfer	$43.34	
9/16/15		online transfer to Liborius Agwara business checking partial fees on Jenny Burciaga via mobile	$10,000.00	Burciaga, jenny fees and costs partial
9/30/15		interest transfer	$60.12	
10/5/15		online transfer to Liborius Agwara business checking fees and costs on Ebony jones via mobile	$5,100.00	Jones, Ebony fees and costs
10/30/15		interest transfer	$63.82	
11/30/15		interest transfer	$99.75	

R.S. PAGE328

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

CHECKS

Check No.		Date	Date Issued	Payable	Amount	Memo	Notes
	SBN 7218	12/18/14	12/17/14	Purda Vida LLC	$35,000.00	G& G's Loan Payment	
	SBN 7219	12/24/14	12/23/14	Celestine Niyongabo	$48,000.00	Niyongabo, Celestine	
	SBN 7220	1/27/15	1/27/15	Agwara & Associates	$34,430.00	Niyongabo, Celestine fees and costs	
	SBN 7221	2/5/15	1/28/15	Liborius Agwara	$5,000.00	McConnell fees	
1001	SBN 7222	2/17/15	2/12/15	Elizabeth Evans	$5,000.00	Evans, Elizabeth settlement proceeds	
1002	SBN 7223	2/20/15	2/12/15	Libo Agwara	$5,000.00	Evans, Elizabeth	
1013	SBN 7224	2/23/15	2/20/15	Dr. Firooz Mashood	$400.00	Contreras, Sofia	
1012	SBN 7225	2/23/15	2/12/15	Dr. Firooz Mashood	$450.00	Niyongabo, Celestine	
1014	SBN 7226	3/12/15	3/12/15	Agwara & Associates	$3,433.00	Contreras, Sofia	
1009	SBN 7227	3/13/15	3/12/15	International Pain & Spine Institute	$2,500.00	Niyongabo, Celestine	
1008	SBN 7228	3/16/15	3/12/15	Western Regional Center for Brain & Spine	$700.00	Niyongabo, Celestine	
1019	SBN 7229	3/17/15	3/17/15	Agwara & Associates	$5,000.00	Lancaster, Debbie	
1011	SBN 7230	3/18/15	2/12/15	Smoke Ranch Surgery Center	$5,000.00	Niyongabo, Celestine	
1023	SBN 7231	3/24/15	3/24/15	Agwara & Associates	$4,000.00	Banuelos, Oralia	
1021	SBN 7232	3/24/15	3/24/15	Agwara & Associates	$4,733.00	Escobar, Alexis	
1022	SBN 7233	3/24/15	3/24/15	Agwara & Associates	$5,000.00	Reece, Holland	
1005	SBN 7234	3/25/15	2/12/15	Downtown Neck & Back	$4,000.00	Niyongabo, Celestine	
1024	SBN 7235	3/26/15	3/26/15	Oralia Lopez Banuelos	$4,873.00	Banuelos, Oralia PI Settlement	
1010	SBN 7236	3/27/15	2/12/15	Hans Jong W. Rosler, MD	$3,000.00	Niyongabo, Celestine	
1025	SBN 7237	4/2/15	4/1/15	Jose Sanchez Martinez	$26,975.22	Sanchez-Martinez, Jose	
1003	SBN 7238	4/6/15	2/12/15	Machuca Family Medicine	$450.00	Niyongabo, Celestine	
1004	SBN 7239	4/6/15	2/12/15	Machuca Eastern Pharmacy	$450.00	Niyongabo, Celestine	
1026	SBN 7240	4/7/15	4/7/15	Rene Romero	$4,587.82	Romero, Rene settlement	
1029	SBN 7241	4/9/15	4/9/15	Agwara & Associates	$280.00	Romero & Banuelos costs	
1030	SBN 7242	4/9/15	4/9/15	Liborius Agwara	$3,435.00	Romero, Rene fees & costs	
1027	SBN 7243	4/9/15	4/9/15	Holland Reece	$5,994.00	Reece, Holland	
1028	SBN 7244	4/9/15	4/9/15	Agwara & Associates	$23,483.00	Sanchez-Martinez, Jose	

R.S. PAGE329

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

CHECKS

Check No.		Date	Date Issued	Payable	Amount	Memo	Notes
1006	SBN 7245	4/15/15	2/12/15	LV Radiology	$120.00	Niyongabo, Celestine	
1016	SBN 7246	4/15/15	3/17/15	LV Radiology	$350.00	Contreras, Sofia	
1018	sbn 7247	4/17/15	3/17/15	Dr. Enrico Fazzini	$300.00	Contreras, Sofia	
1007	SBN 7248	4/27/15	2/12/15	Advantage Diagnostic Imaging Center	$900.00	Niyongabo, Celestine	
1031	SBN 7249	4/27/15	4/27/15	Liborius Agwara	$16,000.00	Tullao partial fees	
1033	SBN 7250	5/6/15	5/6/15	Alvin J. Cruz	$6,000.00	Cruz, Alvin settlement	
1047	SBN 7251	5/11/15	5/8/15	Jamie Alcaraz	$200.00	Cruz, Alvin	
1032	SBN 1252	5/12/15	5/5/15	Dept. of Homeland Security	$420.00	Vera, Emmanuel I-130	
1056	SBN 7253	5/15/15	5/15/15	Liborius Agwara	$6,100.00	Hosseini, Magdalene	
1049	SBN 7254	5/15/15	5/15/15	Godfrey Mere	$10,258.75	Mere, Godfrey	
1055	SBN 7255	5/15/15	5/15/15	Agwara & Associates	$15,100.00	Mere, Godfrey fees & costs	
1057	SBN 7256	5/22/15	5/22/15	Liborius Agwara	$1,223.00	Fazzini, fees and costs	
1051	SBN 7257	5/29/15	5/15/15	Advantage Diagnostic Imaging Center	$1,750.00	Mere, Godfrey	
1037	SBN 7258	5/29/15	5/7/15	NBC Operations LLC	$2,727.00	Reece, Holland	
1036	SBN 7259	5/29/15	5/6/15	Neck & Back Clinics	$3,400.00	Cruz, Alvin J.	
1054	SBN 7260	5/29/15	5/15/15	NBC Operations LLC	$4,244.00	Mere, Godfrey	
1050	SBN 7261	6/1/15	5/15/15	Dr. Evarista Nnadi	$427.00	Mere, Godfrey	
1035	SBN 7262	6/1/15	5/6/15	Dr. Evarista Nnadi	$500.00	Cruz, Alvin	
1058	SBN 7263	6/1/15	5/26/15	Earle Family Chiropractic	$555.00	Sanchez, Jose	
1060	SBN 7264	6/1/15	5/26/15	Medical Assoc. of Nevada	$1,077.00	Sanchez, Jose	
1042	SBN 7265	6/2/15	5/7/15	North Vista Hospital	$150.00	Sanchez, Jose	
1064	SBN 7266	6/2/15	6/2/15	Jeanette Tullao	$11,585.35	Tullao UMC	
1020	SBN 7267	6/2/15	3/20/15	Post Care Specialists Limited	$34,503.47	G& G's Loan Payment	-
1061	SBN 7268	6/3/15	5/26/15	Radar Medical	$727.50	Sanchez, Jose	
1053	SBN 7269	6/3/15	5/15/15	Nevada Spine Clinic	$14,035.00	Mere, Godfrey	
1040	SBN 7270	6/4/15	5/7/15	Spring Valley Neck & Back	$2,857.50	Lopez Banuelos Oralia	
1038	SBN 7271	6/5/15	5/7/15	Primary Care Consultants	$1,107.00	Reece, Holland	
1045	SBN 7272	6/9/15	5/7/15	Concentra	$420.62	Sanchez Martinez Jose	
1062	SBN 7273	6/11/15	5/26/15	Advantage Diagnostic Imaging Center	$775.00	Sanchez, Jose	
1059	SBN 7274	6/11/15	5/26/15	Neck & Back Clinics	$2,633.00	Sanchez, Jose	
1052	SBN 7275	6/15/15	5/15/15	Smoke Ranch Surgery Center	$3,040.00	Mere, Godfrey	

R.S. PAGE330

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

CHECKS

Check No.		Date	Date Issued	Payable	Amount	Memo	Notes
1063	SBN 7276	6/15/15	5/26/15	Nevada Spine Clinic	$10,075.35	Sanchez, Jose	
1046	SBN 7277	6/18/15	5/5/15	Machuca Eastern Pharmacy	$112.50	Sanchez, Jose	
1043	SBN 7278	6/18/15	5/7/15	Machuca Family Medicine	$375.00	Sanchez, Jose	
1066	SBN 7279	6/29/15	6/18/15	Dr. Enrico Fazzini	$575.00	Tullao, Jeanette	
1067	SBN 7281	6/29/15	6/18/15	Dr. Enrico Fazzini	$1,500.00	Fazzini, interpleader	
1015	SBN 7282	6/30/15	3/12/15	Nevada Wellness & Rec. Center	$800.00	Contreras, Sofia	
1068	SBN 7283	7/7/15	7/6/15	Agwara & Associates	$3,369.60	Martinez, Maribel fees and costs	
1072	SBN 7284	7/9/15	7/9/15	Bishar Mohamed Hassan	$21,000.00	Hassan, Bishar Mohamed settlement proceeds	
1041	SBN 7285	7/10/15	5/7/15	LV Radiology	$90.00	Lopez Banuelos Oralia	
1078	sbn 7286	7/13/15	7/9/15	NLV Pain Management	$750.00	Hassan, Bishar Mohamed	
1071	SBN 7287	7/13/15	7/6/15	Maribel Martinez	$1,964.00	Martinez, Maribel settlement proceeds	
1079	SBN 7288	7/13/15	7/9/15	Innovative Pain Care Center	$3,000.00	Hassan, Bishar Mohamed	
1081	SBN 7289	7/13/15	7/9/15	Innovative Pain Care Center	$6,000.00	Hassan, Bishar Mohamed	
1077	SBN 7290	7/13/15	7/9/15	Don Nobis, PT	$7,000.00	Hassan, Bishar Mohamed	
1075	SBN 7291	7/14/15	7/9/15	LV Pharmacy	$300.00	Hassan, Bishar Mohamed	
1069	SBN 7292	7/14/15	7/6/15	Dr. Obteen Nassiri	$700.00	Martinez, Maribel (AAC)	
1073	SBN 7293	7/14/15	7/9/15	Agwara & Associates	$6,059.37	Hassan, Bishar Mohamed	
1074	SBN 7294	7/14/15	7/9/15	Liborius Agwara	$10,000.00	Hassan, Bishar Mohamed	
1070	SBN 72959	7/15/15	7/6/15	Dr. Steven Holper	$200.00	Martinez, Maribel	
1080	SBN 7296	7/20/15	7/9/15	RAXO Drugs	$890.63	Hassan, Bishar Mohamed	
1082	SBN 7297	7/30/15	7/30/15	Liborius Agwara	$1,241.00	Goldwair	
1087	SBN 7298	7/30/15	7/30/15	Agwara & Associates	$15,459.85	Gonzalez-Mena Fernando	

R.S. PAGE331

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

CHECKS

Check No.		Date	Date Issued	Payable	Amount	Memo	Notes
1086	SBN 7299	8/5/15	7/30/15	LV Pharmacy	$350.00	Goldwair, George	
1084	SBN 7300	8/6/15	7/30/15	Total Care Wellness	$1,558.00	Goldwair, George	
1076	SBN 7301	8/7/15	7/9/15	Pueblo Medical Imaging	$3,500.00	Hassan, Bishar Mohamed	
1090	SBN 7302	8/10/15	7/30/15	Advantage Diagnostic Imaging Center	$775.00	Gonzalez-Mena Fernando	
1085	SBN 7303	8/11/15	7/30/15	UMC	$35.00	Goldwair, George	
1089	SBN 7304	8/11/15	7/30/15	Canyon Medical Billing	$60.00	Gonzalez-Mena Fernando	
1092	SBN 7305	8/11/15	7/30/15	Canyon Medical Billing	$2,365.00	Gonzalez-Mena Fernando	
1091	SBN 7306	8/11/15	7/30/15	Canyon Medical Billing	$2,800.00	Gonzalez-Mena Fernando	
1088	SBN 7307	8/13/15	7/30/15	Downtown Neck & Back	$4,000.00	Gonzalez-Mena Fernando	
1094	SBN 7308	8/24/15	8/24/15	Martin Marquez	$3,563.97	Marquez, Martin	
1095	SBN 7309	8/28/15	8/24/15	Agwara & Associates	$3,605.00	Marquez, Martin	
1099	SBN 7310	9/3/15	9/3/15	Liborius Agwara	$76,000.00	Burciaga, J. fees	
1100	SBN 7311	9/4/15	9/4/15	Agwara & Associates	$10,000.00	Burciaga, J. Partial Fee on JB	
1098	SBN 7312	9/4/15	9/4/15	Jenniferlinn Burciaga	$164,615.00	Burciaga settlement	
1097	SBN 7313	9/8/15	8/25/15	J. Marshall Anthony DO	$1,510.00	Goldwair, George	
1093	SBN 7314	9/28/15	8/14/15	Marlene Ruiz	$2,114.00	Ruiz, Marlene	
1096	SBN 7315	10/1/15	8/24/15	Dr. Evarista Nnadi	$2,875.00	Marquez, Martin (loan)	
1101	SBN 7316	10/1/15	9/28/15	Daniel Simon, Esq.	$11,500.00	Hassan, Bishar Mohamed	
1102	SBN 7317	10/2/15	10/2/15	Chantic E. Jones	$3,900.00	Jones settlement	
1107	SBN 7318	10/7/15	10/7/15	Markos Amare	$10,948.50	Amare, Markos settlement	
1108	SBN 7319	10/8/15	10/7/15	Agwara & Associates	$11,000.00	Amare, Markos partial	
1120	SBN 7320	10/9/15	10/9/15	Liborius Agwara	$2,627.00	Sanders, Denetra fees & Costs	
1119	SBN 7321	10/9/15	10/9/15	Liborius Agwara	$2,916.00	Sanders, Myron fees & Costs	
1111	SBN 7322	10/9/15	10/9/15	Myron Sanders	$4,357.41	Sanders, Myron settlement	

R.S. PAGE332

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

CHECKS

Check No.		Date	Date Issued	Payable	Amount	Memo	Notes
1110	SBN 7323	10/16/15	10/9/15	Denetra Sanders	$3,449.90	Sanders, Denetra settlement	
1114	SBN 7324	10/19/15	10/9/15	RAXO Drugs	$273.00	Sanders, Myron	
1117	SBN 7325	10/19/15	10/9/15	RAXO Drugs	$284.00	Sanders, Denetra	
1115	SBN 7326	10/20/15	10/9/15	Dr. Firooz Mashood	$347.00	Sanders, Denetra	
1112	SBN 7327	10/20/15	10/7/15	Dr. Firooz Mashood	$400.00	Sanders, Myron	
1103	SBN 7328	10/20/15	10/2/15	Complete Care Injury Clinic	$3,355.00	Jones, Chantic Ebony	
1118	SBN 7329	10/21/15	10/9/15	Pueblo Medical Imaging	$150.00	Sanders, Denetra	
1106	SBN 7330	10/23/15	10/2/15	NV Spine Clinic	$603.00	Jones, Chantic Ebony	
1109	SBN 7331	10/26/15	10/7/15	Agwara & Associates	$11,553.00	Amare, Markos balance of fees & costs	
1121	SBN 7332	10/27/15	10/27/15	Dijana Keic	$3,459.84	Keic, Dijana settlement	
1122	SBN 7333	11/3/15	10/27/15	Liborius Agwara	$3,425.56	Keic, Dijana fees & costs	
1123	SBN 7334	11/4/15	10/27/15	Calderon Medical Group	$68.68	Keic, Dijana	
1105	SBN 7335	11/4/15	10/2/15	Newport MRI	$1,605.00	Jones, Chantic Ebony	
1124	SBN 7336	11/6/15	10/27/15	Complete Care Injury Clinic	$3,022.50	Keic, Dijana	
1126	SBN 7337	11/9/15	11/9/15	Agwara & Associates	$14,385.00	Burciaga, J fees & costs	
1133	SBN 7338	11/16/15	11/16/15	Magdalena Hosseini	$2,500.00	Hosseini, Magdalene	
1125	SBN 7339	11/16/15	10/27/15	Fernando Gonzalez-Mena	$8,473.33	Gonzalez-Mena Fernando settlement	
1131	SBN 7340	11/17/15	11/12/15	Canyon Medical Billing	$825.00	Ruiz, Marlene	
1128	SBN 7341	11/19/15	11/12/15	Strehlow Radiology	$96.00	Ruiz, Marlene	
1127	SBN 7342	11/19/15	11/12/15	LV Valley Chiropractic	$3,481.00	Ruiz, Marlene	
1136	SBN 7343	11/19/15	11/19/15	Agwara & Associates	$15,533.00	Delgadillo, M fees & Costs	
1134	SBN 7344	11/23/15	11/18/15	Maung Khine	$4,975.00	Khine, Maung settlement	
1132	SBN 7345	11/30/15	11/12/15	XEROX	$872.00	Ruiz, Marlene	
1135	SBN 7346	12/3/15	11/19/15	Liborius Agwara	$10,000.00	Delgadillo, M partial fees	
1140	SBN 7347	12/7/15	12/4/15	Agwara & Associates	$5,025.00	Khine, Maung fees & costs	
1137	SBN 7348	12/8/15	11/19/15	Law office of Awele F. Onyemenam	$25,000.00	Delgadilla, Maria fees	
1139	SBN 7349	12/11/15	11/19/15	Maria Teresa Delgadillo	$65,243.30	Delgadilla, Maria settlement	
1130	SBN 7350	12/14/15	11/12/15	Machuca Eastern Pharmacy	$173.00	Ruiz, Marlene	
1129	SBN 7351	12/14/15	11/12/15	Machuca Family Medicine	$375.00	Ruiz, Marlene	

R.S. PAGE333

EX. 10-E

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

SPECIFIC CLIENT RECONCILIATIONS

CONTRERAS, SOFIA

TX Type/Ck #	Bates No.	Date	Payee	Amount	Payor	Memo
DEP	SBN 7155	2/10/15	Agwara & Associates & Sofia Contreras	$10,000.00	ESIS	Contreras, Sofia
1013	SBN 7224	2/23/15	Dr. Firooz Mashood	($400.00)	Agwara acct 8027	Contreras, Sofia
1014	SBN 7226	3/12/15	Agwara & Associates	($3,433.00)	Agwara acct 8027	Contreras, Sofia
1016	SBN 7246	4/15/15	LV Radiology	($350.00)	Agwara acct 8027	Contreras, Sofia
1018	sbn 7247	4/17/15	Dr. Enrico Fazzini	($300.00)	Agwara acct 8027	Contreras, Sofia
1015	SBN 7282	6/30/15	Nevada Wellness & Rec. Center	($800.00)	Agwara acct 8027	Contreras, Sofia
			BALANCE REMAINING	**$4,717.00**		

ESCOBAR, ALEXIS

DEP	SBN 7154	2/10/15	Agwara & Associates & Alexis Escobar	$14,200.00	Liberty Mutual	Escobar, Alexis
1021	SBN 7232	3/24/15	Agwara & Associates	($4,733.00)	Agwara acct 8027	Escobar, Alexis
			BALANCE REMAINING	**$9,467.00**		

ROMERO, RENE

DEP	SBN 7161	3/12/15	Rene Romero-Alfaro and Agwara & Associates	$8,000.00	Progressive Insurance	Romero-Alfano, Rene
DEP	SBN 7169	5/6/15	Rene Romero	$635.81	Allstate	Romero, Rene
DEP	SBN 7170	5/6/15	Rene Romero	$175.01	Allstate	Romero, Rene
DEP	SBN 7171	5/6/15	Rene Romero	$1,195.00	Allstate	Romero, Rene
1026	SBN 7240	4/7/15	Rene Romero	($4,587.82)	Agwara acct 8027	Romero, Rene settlement
1029	SBN 7241	4/9/15	Agwara & Associates	($280.00)	Agwara acct 8027	Romero & Banuelos costs
1030	SBN 7242	4/9/15	Liborius Agwara	($3,435.00)	Agwara acct 8027	Romero, Rene fees & costs
			BALANCE REMAINING	**$1,703.00**		

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

SPECIFIC CLIENT RECONCILIATIONS

SANCHEZ, JOSE

DEP	SBN 7162	3/12/2015	Agwara & Associates and Jose Sanchez Martinez	$15,000.00	Fred Loya Insurance Agency	Sanchez Martinez, Jose
DEP	SBN 7167	3/24/2015	Agwara and Associates and Jose Sanchez-Martinez	$50,000.00	Nationwide Insurance	Sanchez Martinez, Jose
1025	SBN 7237	4/2/15	Jose Sanchez Martinez	($26,975.22)	Agwara acct 8027	Sanchez-Martinez, Jose
1028	SBN 7244	4/9/15	Agwara & Associates	($23,483.00)	Agwara acct 8027	Sanchez-Martinez, Jose
1058	SBN 7263	6/1/15	Earle Family Chiropractic	($555.00)	Agwara acct 8027	Sanchez, Jose
1060	SBN 7264	6/1/15	Medical Assoc. of Nevada	($1,077.00)	Agwara acct 8027	Sanchez, Jose
1042	SBN 7265	6/2/15	North Vista Hospital	($150.00)	Agwara acct 8027	Sanchez, Jose
1061	SBN 7268	6/3/15	Radar Medical	($727.50)	Agwara acct 8027	Sanchez, Jose
1045	SBN 7272	6/9/15	Concentra	($420.62)	Agwara acct 8027	Sanchez Martinez Jose
1062	SBN 7273	6/11/15	Advantage Diagnostic Imaging Center	($775.00)	Agwara acct 8027	Sanchez, Jose
1059	SBN 7274	6/11/15	Neck & Back Clinics	($2,633.00)	Agwara acct 8027	Sanchez, Jose
1063	SBN 7276	6/15/15	Nevada Spine Clinic	($10,075.35)	Agwara acct 8027	Sanchez, Jose
1046	SBN 7277	6/18/15	Machuca Eastern Pharmacy	($112.50)	Agwara acct 8027	Sanchez, Jose
1043	SBN 7278	6/18/15	Machuca Family Medicine	($375.00)	Agwara acct 8027	Sanchez, Jose
			BALANCE REMAINING	**($2,359.19)**		

HOSSEINI, MAGDALENA

DEP	SBN 7175	5/6/2015	Liborius Agwara and Magdalena Beatriz Hosseini	$15,000.00	GEICO	Hosseini, Magdalena
1056	SBN 7253	5/15/15	Liborius Agwara	($6,100.00)	Agwara acct 8027	Hosseini, Magdalene
1133	SBN 7338	11/16/15	Magdalena Hosseini	($2,500.00)	Agwara acct 8027	Hosseini, Magdalene
			BALANCE REMAINING	**$6,400.00**		

GODFREY, MERE

DEP	SBN 7172	5/6/2015	Mere Godfrey and Agwara & Associates	$50,000.00	Farmers	Godfrey, Mere
1049	SBN 7254	5/15/15	Godfrey Mere	($10,258.75)	Agwara acct 8027	Mere, Godfrey
1055	SBN 7255	5/15/15	Agwara & Associates	($15,100.00)	Agwara acct 8027	Mere, Godfrey fees & costs

Law Offices of Liborius Agwara, LTD.
Wells Fargo bank
Acct No. Ending 8027

SPECIFIC CLIENT RECONCILIATIONS

1051	SBN 7257	5/29/15	Advantage Diagnostic Imaging Center	($1,750.00)	Agwara acct 8027	Mere, Godfrey
1054	SBN 7260	5/29/15	NBC Operations LLC	($4,244.00)	Agwara acct 8027	Mere, Godfrey
1050	SBN 7261	6/1/15	Dr. Evarista Nnadi	($427.00)	Agwara acct 8027	Mere, Godfrey
1053	SBN 7269	6/3/15	Nevada Spine Clinic	($14,035.00)	Agwara acct 8027	Mere, Godfrey
1052	SBN 7275	6/15/15	Smoke Ranch Surgery Center	($3,040.00)	Agwara acct 8027	Mere, Godfrey
			BALANCE REMAINING	**$1,145.25**		

GOLDWAIR, GEORGE

DEP	SBN 7191	7/27/2015	Agwara & Associates and George C. Goldwair	$6,000.00	GEICO	Goldwair, George
1082	SBN 7297	7/30/15	Liborius Agwara	($1,241.00)	Agwara acct 8027	Goldwair
1086	SBN 7299	8/5/15	LV Pharmacy	($350.00)	Agwara acct 8027	Goldwair, George
1084	SBN 7300	8/6/15	Total Care Wellness	($1,558.00)	Agwara acct 8027	Goldwair, George
1085	SBN 7303	8/11/15	UMC	($35.00)	Agwara acct 8027	Goldwair, George
1097	SBN 7313	9/8/15	J. Marshall Anthony DO	($1,510.00)	Agwara acct 8027	Goldwair, George
			BALANCE REMAINING	**$1,306.00**		

AMARE, MARKOS

DEP	10/1/15	SBN 7201	Markos Amare & Liborius Agwara	$55,000.00	Frias Management	Amare, Markos
1107	SBN 7318	10/7/15	Markos Amare	($10,948.50)	Agwara acct 8027	Amare, Markos settlement
1108	SBN 7319	10/8/15	Agwara & Associates	($11,000.00)	Agwara acct 8027	Amare, Markos partial
1109	SBN 7331	10/26/15	Agwara & Associates	($11,553.00)	Agwara acct 8027	Amare, Markos balance of fees & costs
			BALANCE REMAINING	**$21,498.50**		

QADIR, BAKSH

DEP	SBN 7206	10/9/2015	Agwara & Associates and Baksh Qadir	$4,150.00	GEICO	Qadir, Baksh
			BALANCE REMAINING	**$4,150.00**		

R.S. PAGE337

EX. 10-F

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

FILED
DEC 16 2015
STATE BAR OF NEVADA
BY
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.

Respondent.

SUBPOENA DUCES TECUM

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89102-1859

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Brian T. Kunzi, Deputy Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, February 1, 2016, at 1:00 p.m.***, and produce true and correct copies of the following items.

***NOTE**: Your production of the requested items relieves your obligation to personally appear before Deputy Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:*

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

///

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///

INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. For each of the individuals listed on **Exhibit A**, attached hereto and made a part hereof, copies of the following documents:

   a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

   b. Documents related to the settlement or distribution of funds processed through Nevada State Bank Account Number 2097335 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For each of the transactions listed on **Exhibit B**, attached hereto and made a part hereof, copies of the following documents:

a. Documents that evidences the creation of an attorney/client relationship or otherwise indicates a request for said funds to be held in trust or escrow.

b. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

3. All personal and business tax returns for each of those individuals and businesses listed on **Exhibit C** with schedules, W-2's, and 1099's to include W-2's or 1099's issued to your employees, contract personnel or other entities for the tax years 2009, 2010, 2011, 2012, 2013 and 2014.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time

and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 16th day of December, 2015.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Brian T. Kunzi, Deputy Bar Counsel
Nevada Bar No. 2173
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

EXHIBIT A

Last Name / Company Name	First Name
Abtew	Selamawit
Aguilar	Karen
Agwara	Liborius & Kelechi
Amamgbo	Alexandria
Amamgbo	Donald
Bekele	Belete
Bibber	Danielle
Bombardier Recreational Products, Inc.	
Brooks	James Darryl
Bueno	Manuel
Bullocks	Janice
Cangas	Quina
Davis	Thomas
Dodd	Sincere
Farfan	Rolando
Ferguson	Crystal
Ferguson	Yolando
Flores	Ann
Gardner	Sherman
Gavins	Lucille
Gavins	Talmage
Gbereyohanes	Solomon-Belay
Gomez	Daizy
Gonzalez-Mena	Fernando
Gutierrez	Janeth
Harrison	Shakish
Ibrahim	Joy
Iheanacho	Obidke
Iniguez	Fabiola
Jackson	Trent
Leal	Leila
Leal	Safonia
Leiva	Claudia
Leiva	Javier
Leon-Aguayo	Jose
Lescieux	Caroline
Loyo	Felipe
Madrid Hernandez	Jaime
Marshal	Prentice
Martinez	Lorenzo
Medrano	Miriam
Medrano	Ricardo

Mejia	Irma
Moreno	Armando
Moreno	Arturo
Navarette-Carrillo	Luis
Nsofor	Onah
Ochoa	Joe
Perez	Ervin
Perez	Jessica Amador
Preito	Lourdes
Ramos	Ana Judith
Reyes	Veronica
Reyes-Ortega	Marciela
Reynaga	Elizabeth
Reynolds	Otis
Robinson	James
Ruiz-de-Ayala	Gricelda
Sheppard	Aleza
Spears	Orlando
Theodoreis	Ingrid
Thompson	Stevie
Thompson	Melissa
Townco Construction & L. Agawa	
Tullao	Jeanette Tala
Velasquez	Juan (or Vasquez)
Washington	Cherise

EXHIBIT B

Date	Name	Transaction Type
1/31/13	Godwin Uche Okerea	Wire in
2/4/13	Anyanwu, Vivian Ndidiamaka	Wire in
2/5/13	Audi of Tysons Corner	wire out
2/7/13	Cashier's check	Deposit for $415,000
4/11/13	Mezcor Limited / Adetokunbo Ademola Briates	Wire in
5/20/13	Brochstein & Bantley, PC/ Originator Henry County Escrow Account ref: Amamgbo for $460,000	wire out
8/13/13	Cashier's Check	Deposit for $45,000
8/13/13	Cashier's Check	Deposit for $15,000

EXHIBIT C

1. Liborius Agwara
2. Kelechi Agwara (if joint return)
3. Afrique Holdings, Inc.
4. Agwara & Associates (EIN 30-0067650)
5. OHIAGU, Inc. (EIN 74-3190242)
6. High End, LLC (EIN 27-1274096)
7. World Market Furniture, Inc.
8. Emerald Lake, Inc.

AFFIDAVIT OF SERVICE

State of Nevada County of Clark Southern Nevada Disciplinary Board Court

Case Number: SG13-1818

Complainant:
STATE BAR OF NEVADA,
vs.
Respondent:
LIBORIUS AGWARA, ESQ. Bar No. 7576

FILED
DEC 28
STATE BAR OF NEVADA
BY: [signature]
OFFICE OF BAR COUNSEL

For:
State Bar Of Nevada
3100 West Charleston Boulevard
Suite 100
Las Vegas, NV 89102

Received by Legal Express on the 17th day of December, 2015 at 10:37 am to be served on **Wells Fargo Bank, 1121 Las Vegas Boulevard South, Las Vegas, NV 89104**.

I, John Nicholson, being duly sworn, depose and say that on the **17th day of December, 2015 at 11:15 am, I:**

SERVED an authorized entity by delivering a true copy of the **Subpoena Duces Tecum Served Via Personal Service to Yessenia Gonzalez as Service Manager**.

Said service was made at the address of: **1121 Las Vegas Boulevard South, Las Vegas, NV 89104**.

Affiant is, and was, a citizen of the United States, over 18 years of age, and not a party to, nor interested in, the proceeding in which this affidavit is made.

SIGNED and SWORN TO before me on the 22 day of Dec., 2015 by the affiant who is personally known to me.

[signature]
NOTARY PUBLIC

[signature]
John Nicholson
Process Server

Legal Express
Nevada License 999/999a
911 South 1st Street
Las Vegas, NV 89101
(702) 877-0200
Our Job Serial Number: 2015001579
Ref: SG13-1818
Service Fee: $42.50

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AFFIDAVIT OF SERVICE

State of Nevada County of Clark Southern Nevada Disciplinary Board Court

Case Number: SG13-1818

Complainant:
STATE BAR OF NEVADA,
vs.
Respondent:
LIBORIUS AGWARA, ESQ. Bar No. 7576

FILED
DEC 23 AM
STATE BAR OF NEVADA
BY: OFFICE OF BAR COUNSEL

For
State Bar Of Nevada
3100 West Charleston Boulevard
Suite 100
Las Vegas, NV 89102

Received by Legal Express on the 17th day of December, 2015 at 10:35 am to be served on **Nevada State Bank, 230 South Las Vegas Boulevard, Las Vegas, NV 89101**.

I, John Nicholson, being duly sworn, depose and say that on the **17th day of December, 2015 at 11:03 am**, I:

SERVED an authorized entity by delivering a true copy of the **Subpoena Duces Tecum Served Via Personal Service to David Muldrow as Professional Banker V**.

Said service was made at the address of: **230 Las Vegas Boulevard South, Las Vegas, NV 89101**.

Affiant is, and was, a citizen of the United States, over 18 years of age, and not a party to, nor interested in, the proceeding in which this affidavit is made.

SIGNED and SWORN TO before me on the 22 day of DEC., 2015 by the affiant who is personally known to me

NOTARY PUBLIC

John Nicholson
Process Server

Legal Express
Nevada License 999/999a
911 South 1st Street
Las Vegas, NV 89101
(702) 877-0200
Our Job Serial Number: 2015001578
Ref: SG13-1818
Service Fee: $42.50

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AFFIDAVIT OF SERVICE

State of Nevada | County of Clark | Southern Nevada Disciplinary Board Court

Case Number: SG13-1818

Complainant:
STATE BAR OF NEVADA,
vs.
Respondent:
LIBORIUS AGWARA, ESQ. Bar No. 7576

FILED
DEC 23 2015
STATE BAR OF NEVADA
BY:
OFFICE OF BAR COUNSEL

For:
State Bar Of Nevada
3100 West Charleston Boulevard
Suite 100
Las Vegas, NV 89102

Received by Legal Express on the 15th day of December, 2015 at 3:23 pm to be served on **Nevada State Bank, 230 South Las Vegas Boulevard, Las Vegas, NV 89101**

I, John Nicholson, being duly sworn, depose and say that on the **17th day of December, 2015 at 11:03 am**, I:

SERVED an authorized entity by delivering a true copy of the **Subpoena Duces Tecum Served Via Personal Service** to **David Muldrow** as **Professional Banker V**.

Said service was made at the address of: **230 Las Vegas Boulevard South, Las Vegas, NV 89101**

Affiant is, and was, a citizen of the United States, over 18 years of age, and not a party to, nor interested in, the proceeding in which this affidavit is made.

SIGNED and SWORN TO before me on the 22 day of Dec. 2015 by the affiant who is personally known to me.

NOTARY PUBLIC

John Nicholson
Process Server

Legal Express
Nevada License 999/999a
911 South 1st Street
Las Vegas, NV 89101
(702) 877-0200
Our Job Serial Number: 2015001577
Ref: SG13-1818
Service Fee: $42.50

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EX. 10-G

FILED
JAN - 1 2016
STATE BAR OF NEVADA
BY
OFFICE OF BAR COUNSEL

OBJ
LIBORIUS AGWARA, ESQ.
Nevada Bar No. 7576
4693 E. Flamingo Rd.
Las Vegas, NV 89121
(702) 385-4800 Office
(702) 385-4900 Facsimile
Respondent

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA, vs. LIBORIUS AGWARA, ESQ. Respondent.	CASE NO: SG13-1818, SG14-0100 SG14-0485, SG14-1137

OBJECTION TO SUBPOENA

Comes now, Respondent above-named, and hereby objects to, and contests, the SUBPOENA DUCES TECUM issued by the State Bar of Nevada and filed on December 17, 2015. This Objection is made pursuant to SCR 110(4) and Rule 25(d) of the State Bar of Nevada Disciplinary Rules of Procedure. Respondent objects on the followings grounds:

1. Respondent asserts his 5th amendment right against self-incrimination with respect to producing or testifying about the subpoenaed documents and records.

2. The subpoenaed documents are time-barred.

3. The State Bar is functioning as a conduit for other entities/persons to obtain documents that those entities are otherwise not entitled to under the law.

4. The State Bar is seeking documents (income tax returns), which are outside of its jurisdiction and which have nothing to do with how Respondent practices law.

AGWARA & ASSOCIATES
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 Office • (702) 385-4900 Fax

Respondent will be filing a brief in support of this Objection and will attach documentary evidence demonstrating why the subpoena should be quashed or the grievance placed in abeyance, pending the completion of Respondent's bankruptcy proceeding, a likely ongoing investigation by the U.S. Attorney's office, and an Internal Revenue Service examination.

DATED this 29th day of February 2016.

LIBORIUS AGWARA, ESQ.
Nevada Bar No. 7576
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 office
(702) 385-4900 fax
Respondent

AGWARA & ASSOCIATES
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 Office • (702) 385-4900 Fax

Case No.: SG13-1818, SG14-0100, SG14-0485, SG14-1137

ORIGINAL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

FILED

MAY 25 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

In Re: LIBORIUS AGWARA, ESQ.

BAR NO. 7576

ANSWER TO STATE BAR OF NEVADA'S RESPONSE TO OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION

TO: Luke Puschnig, Esq.
Southern Nevada Disciplinary Panel, Interim Chair
3150 Paradise Road
Las Vegas, Nevada 89109

COMES NOW Liborius Agwara, by and through his counsel, WILLIAM B. TERRY, ESQ., of the law offices of WILLIAM B. TERRY, CHARTERED and files the instant answer to the State Bar of Nevada's response to objections to the subpoena duces tecum and motion to compel production.

This Answer is made and based upon the attached analysis of facts and points and authorities in support hereof, and any oral arguments as may be presented at the hearing in this matter.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799

ANALYSIS OF FACTS

On December 16, 2015, a subpoena was issued to Mr. Agwara which was ultimately served on him on January 12, 2016. At a later point in time, Mr. Agwara himself filed an objection to the subpoena. While he did not refer to this as an objection to the subpoena and additionally a motion to quash the subpoena, it should have been done in that way. Within his objection to the subpoena which is attached to the State bar of Nevada's response and also referred to in their response, Mr. Agwara asserted amongst other things that he was asserting his Fifth Amendment right against self-incrimination with respect to producing or for that matter testifying in reference to the subpoenaed documents and records. He also alleged that the requested documents were time barred and that based upon recent experiences the material would not be kept confidential.

What is only subtly mentioned in the Bar's response is that the bankruptcy court referred the matter to both the State Bar of Nevada and to the office of the United States Attorney for potential criminal charges. While this was done in 2014, no criminal indictment has been filed against Mr. Agwara nor for that matter has any complaint been filed against him by the State Bar. Interestingly enough, the State Bar is also not alleging in their response that any clients or lien holders have been harmed by the actions of Mr. Agwara. While they have issued numerous subpoenas for bank records of Mr. Agwara, their own documentation fails to show that any clients have been harmed or that any lienholders have not been paid. They have also failed to show that at any point in time Mr. Agwara's trust account was overdrawn. It is submitted that they are on a fishing expedition. Other than the referral from the bankruptcy court, there are in fact no grievants that are mentioned. By grievant it is meant that any clients have come forth objecting to the actions of Mr. Agwara.

The Chair should first look at the introductory language in the subpoena and in particular the term "document" in the way that the State Bar defines it. It would include any notes, jottings, reports, correspondence, texts, etc. It also specifically seeks retainer agreements, documents related to the settlement and distribution of funds, accounting records and even "...all personal and business tax returns...for the tax years 2009, 2010, 2011, 2012, 2013 and 2014." In light of the fact that there is a limitation of action rule in reference to "attorney misconduct" the income tax returns from 2009, 2010, 2011, 2012, 2013 and even perhaps 2014 would be outside of the statute of limitations period

allowed under the Rules. Strangely enough, the Bar also refers to the fact that the subpoena is issued pursuant to Supreme Court Rule 110 in connection with a confidential investigation. This investigation is anything but confidential. To the contrary, Assistant Bar Counsel, Stephanie Barker, appeared as recently as April of 2016 in the bankruptcy court to, at a minimum, observe bankruptcy procedures in reference to Mr. Agwara. If this is inaccurate, Ms. Barker should state that. The fact that a representative from the State Bar is present in bankruptcy court hardly conceals a confidentiality or a confidential investigation.

Beside being overly broad and in certain situations outside the statute of limitations period, Mr. Agwara was advised by prior counsel to invoke the Fifth Amendment because of what Mr. Agwara held to be an investigation without any foundation and certainly taking into consideration the fact that the matter had been referred to both the State Bar and the United States Attorney's office.

It is also submitted that the State Bar has an alternative remedy available to it beside seeking this information from Mr. Agwara who is obviously under investigation from both the State Bar and federal authorities. Attached to their subpoena they list specific names of individuals. They can seek these individuals out and inquire as to whether or not they are grievants in any type of an action. Additionally, throughout the course of their response they actually refer to individuals, again, let them seek these individuals out and obtain whatever information they can.

At page 20 of the Bar's response they indicate that they have the "right" to seek personal income tax returns. Separate and aside from the limitation of actions rules already cited they cite only safekeeping of property and misconduct. Misconduct presumes that there has been some other ethical violation. The Bar has not shown that. Specifically, the indicate "this failure to account for withdraw and potentially declare as income the fees earned from his legal work is violative of (safekeeping and misconduct)..." This allegation only solidifies Mr. Agwara's assertion of the Fifth Amendment right.

It is also submitted that the State Bar reads the case of *Spevack v. Klien*, 385 U.S. 511 (1967) too narrowly. At page 16, the Bar correctly indicates that in *Spevack* "...the Supreme Court of the United States reversed the disbarment of an attorney which was issued for the attorneys failure to

testify at his hearing and to respond to a subpoena duces tecum..." Mr. Agwara does in fact assert herein that his refusal to respond to the subpoena duces tecum are not only outside of the scope of the required records rule but are in part private papers with no public aspect. How, for example, are Mr. Agwara's income tax returns anything other than private papers? The sub-issue also is whether or not the providing of the requested documents would likewise invoke the Fifth Amendment. The Fifth Amendment applies not just to testimony but also to records which might be construed as self-incrimination. As an example, if an individual writes out a "confession", would this be a record subject to the Bar's obtaining pursuant to a subpoena? The answer should be no. Many of the items sought including text messages, etc., are both outside of the rule of what a lawyer is required to keep and might also be ones involving self-incrimination. The Bar has, for example, asked for retainer agreements and additionally disbursement sheets. What if the disbursement sheets show a clear violation of the safekeeping rule which is also criminal in nature. It is submitted that those documents should likewise not be compelled to be produced. There are in fact no documents which the respondent should be ordered to produce since he has now asserted his Fifth Amendment rights. No Nevada Rule of Professional Responsibility supercedes the Fifth Amendment. The obligation to cooperate including responding to the subpoena is limited by the lawyers constitutional right against self-incrimination if the behavior may implicate possible criminal charges. This was part of the specific holding of *Spevack,* supra.

CONCLUSION

For the above-indicated reasons, the objections to the subpoena should be sustained and alternatively the subpoena should be quashed.

DATED this 25th day of May, 2016.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

RECEIPT OF COPY

RECEIPT OF COPY of the **ANSWER TO STATE BAR OF NEVADA'S RESPONSE TO OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION** in the above-entitled matter is hereby acknowledged this 25th day of May, 2016.

Stephanie Barker, Assistant Bar Counsel
3100 West Charleston Boulevard
Suite 100
Las Vegas, Nevada 89102

Luke Puschnig, Esq.
3150 Paradise Road
Las Vegas, Nevada 89109

Case No. SG13-1818, SG14-0100,
SG14-0485, SG14-1137

FILED

MAY 27 2016

STATE BAR OF NEVADA
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,	
vs.	**NOTICE OF ENTRY OF ORDER**
LIBORIUS AGWARA, ESQ. Bar No. Respondent.	

PLEASE TAKE NOTICE that an **ORDER REGARDING OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION** in the above-referenced matter was entered on May 27, 2016. A true and correct copy is attached hereto as **EXHIBIT 1.**

DATED this 27th day of May 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON

STEPHANIE A. BARKER, ESQ.
Assistant Bar Counsel
3100 W. Charleston Boulevard
Las Vegas, Nevada 89102
(702) 382-2200
Attorney for Complainant

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF ENTRY OF ORDER RE: ORDER REGARDING OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION** was deposited in the United States Mail at Las Vegas, Nevada, postage fully pre-paid thereon for first-class regular mail, addressed to:

Liborius I. Agwara, Esq.
c/o William B. Terry, Esq.
530 South Seventh Street
Las Vegas, NV 89101-6011

and via email to:

1. Luke Puschnig, Esq. (SNDB Chair): lpuschnig@lvcva.com
2. William B. Terry, Esq.: info@williamterrylaw.com

DATED this 27th day of May, 2016.

By: _____
Dawn Meeks, an employee of
the State Bar of Nevada.

EXHIBIT 1

Case No: SG13-1818c SG14-0100, SG14-0485, SG14-1137

FILED

MAY 27 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA, Complainant, vs. LIBORIUS AGWARA, ESQ., NV BAR No. 7576 Respondent.	**ORDER REGARDING OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION**

IT IS HEREBY ORDERED that the Objection to Subpoena Duces Tecum is hereby denied and the State Bar's Motion to Compel production is hereby granted.

This Order does not, in any manner, prevent Liborius Agwara, Esq. from making similar arguments in the future if this matter continues to hearing.

DATED this 27th day of May, 2016.

By: _____
Luke Puschnig, Esq.
Nevada Bar No. 3792
Chair of Southern Nevada Disciplinary Board

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.
Respondent.

SECOND
SUBPOENA DUCES TECUM

FILED
MAY 17 2016
STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

Liborius I. Agwara, Esq.
c/o William Terry, Esq.
530 S. Seventh Street
Las Vegas, Nevada 89101

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Stephanie A. Barker, Assistant Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, June 6, 2016, by 4:00 p.m.***, and produce true and correct copies of the following items.

NOTE: Your production of the requested items relieves your obligation to personally appear before Assistant Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

///

///

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INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. During the time period between December 1, 2014 and present, deposits were made into and withdrawals taken from Wells Fargo Bank IOLTA Account ending 8027. In connection with these transactions, provide copies of the following documents:

a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For the time period between July 1, 2014 and present, deposits were made into Wells Fargo Bank business account ending 8515 that were relating to settlements, medical payment coverage, or retainers. In connection with these transactions, provide copies of the following documents:

a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through Wells Fargo Bank business account ending 8515 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire

instructions, account journals, account records, accounting database, or account summaries.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 17th day of May, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

ORIGINAL

FILED

JUN - 1 2016

STATE BAR OF NEVADA
BY: OFFICE OF BAR COUNSEL

Case No.: SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

In Re: LIBORIUS AGWARA, ESQ.
BAR NO. 7576

OBJECTION TO SUBPOENA AND MOTION TO QUASH SUBPOENA

COMES NOW the Respondent, LIBORIUS AGWARA, through his counsel, WILLIAM B. TERRY, ESQ., of the law offices of WILLIAM B. TERRY, CHARTERED and moves to quash the "Second Subpoena Duces Tecum" a copy of which is attached hereto and incorporated by reference herein as Exhibit "A" and likewise files the instant objection to said Subpoena.

This Motion is made and based upon the pleadings and papers on file herein, the attached analysis of facts and points and authorities in support hereof, and any oral arguments as may be presented at the hearing in this matter.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799

ANALYSIS OF FACTS

On May 17, 2016, the State Bar of Nevada under case numbers SG13-1818, SG14-0100, SG14-0485, and SG14-1137 issued a "Second Subpoena Duces Tecum", a copy of which is attached hereto and incorporated by reference herein as Exhibit "A". The subpoena directs the production of documents by June 6, 2016.

On December 16, 2015, the State Bar issued a subpoena to Mr. Agwara, a copy of which is attached hereto and incorporated by reference herein as Exhibit "B". Objections were filed to that subpoena and were ultimately ruled upon by the Chair. Neither the Respondent nor his counsel concur with the finding of the Chairman of the panel and intend to seek a writ of prohibition or in the alternative a writ of mandamus in reference to said subpoena. There are two sections to the subpoena. Section 1 deals with a period of time between December 1, 2014 with no ending date. In reference to a Wells Fargo Bank IOLTA account ending in 8028. Without referring to any specific case, client or transaction, the subpoena requests "retainer agreement or other documents that evidences the creation of the attorney client relationship..." It also requests documents related to the settlement or distribution of funds processed through Wells Fargo account ending in 8027. Subsection 2 of the subpoena requests documents for a period of time between July 1, 2014 and a non-ending date. It requests the same types of documents but is much broader and pertains to the Wells Fargo business account ending in 8515 as well as the Wells Fargo IOLTA account ending in 8027. Unlike Subpoena #1 there is no list of cases attached for reference. As a result, the Respondent would enter objections to the subpoena and ask that the subpoena be quashed consistent with Rule 110 of the Supreme Court Rules of the State of Nevada. Rule 110(4) provides in pertinent part as follows:

> Contest of Subpoena: A contest of a subpoena shall be heard and determined by the Chair of the appropriate disciplinary board...

ARGUMENT

I. THE SUBPOENA IN QUESTION SHOULD BE QUASHED SINCE IT IS OVERLY BROAD.

Without referring to any cases or any individuals, the subpoena under subsections 1 and 2 request retainer agreement in the singular and documents in the plural pertaining to Wells Fargo

Bank IOLTA account ending in 8027 and Wells Fargo Bank business account ending 8515. The State Bar has indicated in it's caption that the scope of their investigation pertains to what will be referred to as four cases: SG13-1818; SG14-0100; SG14-0485; and SG14-1137. No complaint has been filed against the Respondent and the scope of these case numbers and their investigations is unknown. Without knowing the specific scope of these "case numbers" the Respondent is not placed on notice of that which he should be prepared to defend against and in fact is limited in what he can represent as far as being objections to the subpoena other than the fact that it is overly broad. An additional objection is that the Bar has not shown any nexus or relevancy in reference to the subpoenaed material and concerning any investigation. Any subpoena should be limited to the scope of that which is being investigated and must be determined to be relevant to that investigation.

II. THE RESPONDENT ASSERTS HIS FIFTH AMENDMENT RIGHT AGAINST SELF-INCRIMINATION WITH RESPECT TO PRODUCING ANY OF THE SUBPOENAED DOCUMENTS AND/OR RECORDS.

In their definition of the term "documents" the Bar has requested any written, recorded documents, any emails, any written communications, notes, jottings, memorandums, etc. The subpoena does not delineate what specifically they are requesting and in fact the Bar is on a "fishing expedition" in reference to the Respondent. To provide the material requested would take an exorbitant about of time because it is not limited to any specific case or individual. Additionally, many of the documents which are being sought are items that deal with a potential Fifth Amendment assertion. The burden should not be on the Respondent but should be on the State Bar to show both the relevancy of the documents, the specific documents which are being requested and how they do not affect a Fifth Amendment right. The Respondent herein asserts that Fifth Amendment right. Even settlement documents or retainer agreements are subject to the Fifth Amendment. If for example a retainer agreement calls for no costs to be paid but costs had been asserted, then the Bar could allege both a misconduct violation and/or a safekeeping violation. As a result, the Respondent goes on record in asserting his Fifth Amendment right against self-incrimination.

The Fifth Amendment to the United States Constitution applies in lawyer disciplinary proceedings. See *Spevack v. Klein*, 385 U.S. 511 (1967). Consistent with *Spevack*, courts have been in agreement that a lawyer cannot be sanctioned solely for invoking his Fifth Amendment privilege

against self-incrimination. While there are no specific cases in Nevada on the assertion of the Fifth Amendment right by an attorney in a bar proceedings or in reference to a subpoena, *Spevack*, supra is not limited to testimonial situations but is likewise applicable to documents. In the case of *In re: Hill*, 545 A.2d 1019 (Ver. 1988) the court upheld the assertion of a Fifth Amendment privilege by a convicted judge subpoenaed to testify in a judicial disciplinary proceeding against another judge because the court found that she was not required to demonstrate she would be prosecuted or that an answer would result in her conviction only that there was a valid risk of further prosecution.

III. THE SUBPOENA IS OVERLY BROAD TO SUCH A DEGREE AS TO NOT ALLOW THE RESPONDENT TO ARGUE THAT THEY ARE TIME BARRED.

Pursuant to the instant argument, the position of the Respondent is that the subpoenas are so overly broad that they prevent the Respondent from arguing that any allegations pertaining to a specific client as opposed to clients in general is time barred. While both subsection 1 and subsection 2 of the subpoena deal with a date starting December 1, 2014 and alternatively July 1, 2014, they may affect clients that existed prior to the period of time.

CONCLUSION

For the above-indicated reasons, the Respondent objects to the subpoena and moves that it be quashed.

DATED this 1st day of June, 2016.

WILLIAM B. TERRY, CHARTERED

WILLIAM B. TERRY, ESQ.
Nevada Bar No. 001028
WILLIAM B. TERRY, CHARTERED
530 South Seventh Street
Las Vegas, Nevada 89101
(702) 385-0799
Attorney for Respondent

RECEIPT OF COPY

RECEIPT OF COPY of the **OBJECTION TO SUBPOENA AND MOTION TO QUASH SUBPOENA** in the above-entitled matter is hereby acknowledged this 1st day of June, 2016.

Stephanie Barker, Assistant Bar Counsel
3100 West Charleston Boulevard
Suite 100
Las Vegas, Nevada 89102

Luke Puschnig, Esq.
3150 Paradise Road
Las Vegas, Nevada 89109

Exhibit "A"

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.

Respondent.

SECOND
SUBPOENA DUCES TECUM

FILED

MAY 17 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

Liborius I. Agwara, Esq.
c/o William Terry, Esq.
530 S. Seventh Street
Las Vegas, Nevada 89101

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Stephanie A. Barker, Assistant Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, June 6, 2016, by 4:00 p.m.***, and produce true and correct copies of the following items.

NOTE: Your production of the requested items relieves your obligation to personally appear before Assistant Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

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INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. During the time period between December 1, 2014 and present, deposits were made into and withdrawals taken from Wells Fargo Bank IOLTA Account ending 8027. In connection with these transactions, provide copies of the following documents:

a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For the time period between July 1, 2014 and present, deposits were made into Wells Fargo Bank business account ending 8515 that were relating to settlements, medical payment coverage, or retainers. In connection with these transactions, provide copies of the following documents:

a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through Wells Fargo Bank business account ending 8515 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire

instructions, account journals, account records, accounting database, or account summaries.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 17th day of May, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

Exhibit "B"

FILED

DEC 16 2015

STATE BAR OF NEVADA
OFFICE OF BAR COUNSEL

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.
Respondent.

SUBPOENA DUCES TECUM

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89102-1859

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Brian T. Kunzi, Deputy Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, February 1, 2016, at 1:00 p.m.***, and produce true and correct copies of the following items.

NOTE: Your production of the requested items relieves your obligation to personally appear before Deputy Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

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///

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INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. For each of the individuals listed on **Exhibit A**, attached hereto and made a part hereof, copies of the following documents:

   a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

   b. Documents related to the settlement or distribution of funds processed through Nevada State Bank Account Number 2097335 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For each of the transactions listed on **Exhibit B**, attached hereto and made a part hereof, copies of the following documents:

a. Documents that evidences the creation of an attorney/client relationship or otherwise indicates a request for said funds to be held in trust or escrow.

b. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

3. All personal and business tax returns for each of those individuals and businesses listed on **Exhibit C** with schedules, W-2's, and 1099's to include W-2's or 1099's issued to your employees, contract personnel or other entities for the tax years 2009, 2010, 2011, 2012, 2013 and 2014.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time

and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 16th day of December, 2015.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Brian T. Kunzi, Deputy Bar Counsel
Nevada Bar No. 2173
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

Case No: SG13-1818c SG14-0100, SG14-0485, SG14-1137

FILED

JUN - 2 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA, Complainant, vs. LIBORIUS AGWARA, ESQ., NV BAR No. 7576 Respondent.	**ORDER FOR HEARING ON OBJECTION TO SUBPOENA AND MOTION TO QUASH SUBPOENA**

IT IS HEREBY ORDERED that a telephonic hearing has been set for Thursday, July 7th at 2:00pm regarding the Objection to Subpoena and Motion to Quash Subpoena. The call-in number is 702-892-7625, conference ID: 8507, conference PIN #: 582207.

DATED this 1st day of June, 2016.

By: _____
Luke Puschnig, Esq.
Nevada Bar No. 3792
Chair of Southern Nevada Disciplinary Board

CERTIFICATE OF SERVICE BY MAIL

The undersigned hereby certifies a true and correct copy of the foregoing **ORDER FOR HEARING ON OBJECTION TO SUBPOENA AND MOTION TO QUASH SUBPOENA** was deposited via electronic mail to:

1. Paul "Luke" Puschnig, Esq. (Committe Chair): lpuschnig@lvcva.com; Dtorres@lvcva.com
2. William H. Terry, Esq. (Respondent's Counsel) info@williamterrylaw.com; Sarah Daniels (Sarah@WilliamTerryLaw.com)
3. Janeen V. Isaacson, Esq. (Assistant Bar Counsel): janeeni@nvbar.org;
4. Stephanie Barker, Esq. (Assistant Bar Counsel): stephanieb@nvbar.org ; dawnm@nvbar.org

DATED this 23rd day of June, 2016.

By: _____
Jana L. Chaffee, an employee of
the State Bar of Nevada.

FILED

JUN 20 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

Case No: SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

In Re: LIBORIUS AGWARA, ESQ., BAR NO. 7576	**STATE BAR OF NEVADA'S RESPONSE TO AGWARA's OBJECTION TO SECOND SUBPOENA DUCES TECUM AND MOTION TO QUASH, and STATE BAR OF NEVADA'S COUNTERMOTION TO COMPEL PRODUCTION**

TO: Luke Puschnig, Esq., Interim Chair
Southern Nevada Disciplinary Panel

TO: William B. Terry, Esq.
Attorney for Liborius Agwara

COMES NOW the State Bar of Nevada (State Bar), through Assistant Bar Counsel STEPHANIE A. BARKER, and submits its Response to attorney LIBORIUS AGWARA's (Respondent) Objection and Motion to Quash the Second Subpoena Duces Tecum (Second SDT) issued on June 1, 2016, pursuant to Supreme Court Rule (SCR) 110, in connection with the investigation of State Bar grievances against Respondent. The State Bar respectfully incorporates herein its counter-motion to compel production of the documents sought by the Second SDT

I.

BACKGROUND

On April 9, 2014 the State Bar opened an investigation into Respondent's trust account management after having been notified of a bankruptcy proceeding in which Respondent's sworn testimony revealed trust account misuse. Subsequent investigation by the State Bar revealed:

1. Since at least 2009, Respondent has maintained an IOLTA Trust Account at Nevada State Bank (NSB) – the NSB Trust Account. The record related to Respondent's personal bankruptcy proceeding documents that with regard to this NSB Trust Account:

a. Respondent keeps no ledger for the account, client ledgers reflecting the amount held in trust for each client, receipts, copies of checks deposited into the account, or documentation regarding wire transfers through account.

b. Respondent operates his legal practice on a cash basis and does not have a list of accounts receivable, including amounts due to him for reimbursement of expenses and attorney's fees.

c. Respondent commingled personal and client funds in the NSB Trust Account, e.g.:

(1) $90,000 deposit of insurance proceeds to compensate for water damage to Respondent's personal residence, and subsequent issuance of checks from the trust account to pay for repair of the damage

(2) multiple wire transfers out of the trust account, consisting of thousands of dollars, unrelated to his legal practice;

(3) inability to identify which client or case had generated the earned fees he claimed to have maintained in the account and subsequently expended from the account for personal reasons;

(4) Respondent would have to go back through the account to see how much money had been withdrawn either to him or to his office, or wired out of the trust account on his behalf in order to determine the amount of earned fees maintained in the trust account.

2. On July 23, 2014, the bankruptcy court issued an Order freezing Respondent's NSB Trust Account pending investigation by the Bankruptcy Trustee, and requiring that all transactions through that account be approved by the Trustee. The order was extended once and the freezing ultimately lifted on November 3, 2014.

3. Bank records obtained by the State Bar establish that commencing July, 2014, at about the time of the bankruptcy court freezing order was imposed, Respondent began funneling client settlement money through his Wells Fargo Bank (WFB) *operating* account – WFB Operating Account. The WFB Operating Account records obtained by the State Bar, consisting of records from January 2009 through December 15, 2015, (January 2009 was the start date based upon transaction dates discussed in the bankruptcy proceeding, with December 15, 2015, the date of subpoena to Wells Fargo Bank, as the end date) reveal:

a. Commencing July 2014, at approximately the time the NSB Trust Account was first frozen, Respondent bypassed the frozen NSB Trust Account and began diverting client monies into the WFB Operating Account. For the next approximate six months, while the NSB Trust Account was frozen and being monitored by the Bankruptcy Trustee, Respondent comingled and disbursed client funds, personal funds, and law practice operating funds through the WFB Operating Account.

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b. On 34 occasions between July 14, 2014, and April 22, 2015, Respondent deposited funds received on behalf of a client in the form of either a settlement or medical payment, into this operating account, totaling $343,876.39.

c. During this same period of time, there were non-client related transactions being processed through the operating account, including withdrawals for office repair and maintenance, pool service, paralegal services, child support, vehicle maintenance, personal litigation expense (bankruptcy and divorce), payroll, lawn maintenance at a personal residence, self-storage fees, CLE fees, payroll costs, etc.

4. In December 2014, shortly after the bankruptcy court freezing of the NSB Trust Account had lifted, Respondent opened a new and second IOLTA Trust Account at Wells Fargo Bank (WFB) – WFB Trust Account. The existence of this trust account was not disclosed to the State Bar as required by SCR 78.5(5). Examination of this trust account demonstrates that although this account appears to have been primarily utilized for client funds, Respondent continues to engage in accounting practices that prevent reconciliation of the sums contained therein. From December 15, 2014, (the date the trust account was opened) through December 15, 2015 (the date of the subpoena to WFB), client funds deposited into the account were not disbursed in total, leaving client balances in the trust account. By way of example but not limitation:

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a. On 2/10/15, $10,000 was deposited re: Sofia Contreras. Between 2/23/15 and 6/30/15, only $5,283 of that sum was withdrawn, including payment to Respondent, with no payment to the client, leaving a client fund balance of $4,717 in the trust account as of 12/15/15.

b. On 2/10/15, $14,200 was deposited from Liberty Mutual re: Alexis Escobar. On 3/24/15, $4,733 was withdrawn payable to Agwara & Associates regarding Escobar. As of 12/15/15 there were no other withdrawals from the account that referenced Alexis Escobar, and no withdrawal indicating that the client was paid, leaving a client fund balance of $9,467 in the trust account as of 12/15/15.

c. On 3/12/15 and 3/24/15, a total of $65,000 in settlement money was deposited re: Jose Sanchez Martinez. Between 4/2/15 and 6/18/15, a total of $67,359.19 was withdrawn with reference to this client, including payment to Respondent, creating an overdraft of ($2,359.15) with regard to this client.

d. On 10/1/15, $55,000 was deposited from Frias Management, re: Markos Amare. Between 10/7/15 and 10/26/15, $33,501.50 of that sum was withdrawn with reference to this client, including payment to Respondent, leaving a client fund balance of $21,498.50 in the trust account as of 12/15/15.

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II.

SECOND SUBPOENA DUCES TECUM

In an effort to reconcile Respondent's use of the above-described accounts to process client funds, on May 17, 2016, the State Bar issued the now contested Second SDT to Respondent, **Exhibit 1**, seeking Respondent's business records regarding both the WFB Trust Account (from December 1, 2014, the month the account was opened through the date of the subpoena, May 17, 2016), and the WFB Operating Account (from July 1, 2014, the month Respondent's NSB Trust Account was frozen by the Bankruptcy Court, through the date of the subpoena, May 17, 2016). The records sought relate to client transactions through these two accounts and include:

a. Retainer agreements or other documents that evidence the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through the accounts to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from the accounts, to include, but not be limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

Given Respondent's ongoing pattern of comingling funds, failure to fully disburse settlement funds received, and failure to separately account for earned fees, Respondent's business records related to deposits and withdrawals from both the operating and trust accounts are necessary to determine whether client funds have been properly handled.

III.

POINTS AND AUTHORITIES

A. Supreme Court Rules and Rules of Professional Conduct Require Respondent to Comply with the Subpoena Duces Tecum.

SCR 110 allows the State Bar to compel production of attorney records by way of subpoena, in matters under investigation by the State Bar. Grievances which raise concern regarding Respondent's trust account and operating account management have given rise to the State Bar investigation of Respondent's handling of client funds. The Supreme Court Rules, and the Rules of Professional Conduct, oblige Respondent to cooperate with the State Bar's subpoena.

SCR 78.5(1)(b) requires that:

> [E]very lawyer . . . shall maintain and preserve . . . records of the accounts including checkbooks, cancelled checks, check stubs, vouchers, ledgers, journals, closing statements, accountings or other statements of disbursements rendered to clients or other parties with regard to trust funds or similar equivalent records clearly and expressly reflecting the date, amount, source, and explanation for all receipts, withdrawals, deliveries and disbursements of the funds. . .

Respondent's accounting systems, based in part upon his sworn testimony in the bankruptcy proceeding, do not comply with SCR 78.5(1)(b).

Further, RPC 1.15 requires that Respondent safe-keep client funds as follows:

> **Rule 1.15. Safekeeping Property.**
>
> (a) A lawyer *shall* hold funds or other property of clients or third persons that is in a lawyer's possession in connection with a representation *separate from the lawyer's own property*. All funds received or held for the benefit of clients by a lawyer or firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts designated as a trust account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property in which clients or third persons hold an interest shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation.
>
> (b) A lawyer may deposit the lawyer's own funds in a client trust account for the sole purpose of paying bank service charges on that account, but only in an amount necessary for that purpose.
>
> (c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.
>
> (d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the

> client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.
>
> (e) When in the course of representation a lawyer is in possession of funds or other property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

Respondent's accounting practices do not comply with RPC 1.15, demonstrate a pattern of comingling client funds with Respondent's personal and law practice operating funds, and evidence a failure to promptly distribute funds to third-party claimants, to his clients, or to himself.

Finally, RPC 8.1(b) requires an attorney to comply with requests from the State Bar in its investigation of complaints regarding violations of rules of professional conduct as follow:

> **Rule 8.1. Bar Admission and Disciplinary Matters.**
> . . . [A] lawyer . . . in connection with a disciplinary matter, shall not: (a) . . .
>
> (b) Fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or *knowingly fail to respond to a lawful demand for information* from . . . disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6.

RPC 8.1(b) compels Respondent to cooperate with a State Bar investigation of his trust account and client fund management.

B. Respondent's Objection to the Second Subpoena Duces Tecum Is Unsupported By Law Or Fact.

Respondent's objections to the Second Subpoena Duces Tecum are addressed serially:

First Objection: The Second SDT is overly broad because:

1. *The Second SDT is not limited in scope to a particular list of clients.*

The Second SDT, although not limited to an identified group of clients, is limited to the group of clients for which settlement funds have been received and deposited into either the WFB Trust or Operating account. Although some client names may be identifiable based upon review of the bank records, Respondent's admitted account management practices give reasonable concern that there may have been client funds in these accounts which cannot be clearly linked to a particular client by name. Therefore, the Second SDT requests all records related to clients whose settlement funds have been processed through either WFB account during the designated time frames.

2. *The Second SDT does not provide and end date.*

Respondent is incorrect. The subpoena requests documents from the identified start dates – December 2014 for the Trust Account and July 2014 for the Operating account – through "the present date." The present date is reference to the date of the subpoena which was May 17, 2016. There *is* an end date for the documents requested and each group of requested documents covers a period of less than two years.

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3. *No Complaint has yet been filed against Respondent and Respondent is, therefore, not on notice of the claims he should be prepared to defend.*

Respondent correctly states that no *formal* Complaint against him has yet been filed by the State Bar because the referenced grievance numbers remain under investigation. However, the State Bar has received four grievances against Respondent, which have resulted in the investigations opened under the above-captioned grievance numbers. Until the investigations are complete, the State Bar cannot definitively state which, misconduct violations may ultimately be charged in a formal Complaint, or which may be obviated by Respondent's disclosures.

Nevertheless, Respondent's feigned ignorance of the subject matter of these grievances is unfounded. Respondent is aware of the nature of the issues raised by the grievances because each of grievances was forwarded to him, inviting response. *See* **Exhibits 2**, **3**, **4** and **5** as discussed below.

4. *The State Bar has not demonstrated a nexus or relevancy between the documents subpoenaed and the investigations.*

All four of the pending State Bar investigations stem from Respondent's apparent failure to comply with SCR 78.5(1)(b) and RPC 1.15 to protect and account for client funds. Specifically:

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a. SG13-1818 (Shaun Tulles/Doyne Medical Clinic) (**Exhibit 2**)

On November 22, 2013, the State Bar received a grievance from Shaun Tulles of the Doyne Medical Clinic (DMC) claiming $48,808 in unpaid liens related to Respondent's clients. On January 9, 2014, the State Bar forwarded the grievance to Respondent, and on February 28, 2014, forwarded to Respondent the documentation provided by DMC in support of the grievance, including copies of the patient/client liens.

b. SG14-0100 (Indra Dyan Turner) (**Exhibit 3**)

On August 30, 2013, Respondent received personal injury settlement funds for client Turner, in the amount of $21,019.55. On September 23, 2013, Respondent deposited the funds into his client trust account. On September 30, 2013, the client approved disbursement of the funds to include payment to lienholders. The liens were not paid until after the client submitted a State Bar grievance on January 17, 2014, complaining of Respondent's failure to pay the liens. The grievance was forwarded to Respondent on January 27, 2014, requesting his response.

c. SG14-0485 (Bankruptcy Accounting Issues) (**Exhibit 4**)

On April 7, 2014, as a result of Respondent's testimony in his personal bankruptcy case, the State Bar received grievance information regarding Respondent's trust and operating account management. More detail regarding

Respondent's trust account management was provided hereinabove. On April 17, 2014, the State Bar forwarded the grievance to Respondent along with the Declaration of the Bankruptcy Analyst who reviewed Respondent's accounting as part of the bankruptcy proceeding, and sought Respondent's response.

d. SG14-1137 (Obteen Nassiri) (**Exhibit 5)**

Obteen Nassiri retained Respondent to defend a federal lawsuit. Per the grievance, during the course of the representation, Respondent requested and received a $100,000 loan from this client. As collateral for the loan, Respondent gave the client a trust account check for the sum of $100,000. The check was later nullified and Respondent reneged on the debt to the client. On September 15, 2015 the grievance was forwarded to Respondent with a request for a response.

Each of the foregoing investigations has required that the State Bar review Respondent's client fund management. And there, is the nexus to the client and accounting documents subpoenaed by the Second SDT.

Second Objection: The Fifth Amendment right against self-incrimination Protects Respondent from production of subpoenaed records:

Contrary to Respondent's objection, the Fifth Amendment does *not* protect an attorney from production of documents in a State Bar investigation of attorney conduct.

In the case of *Spevack v. Klien*, 385 U.S. 511 (1967), the Supreme Court of the United States reversed the disbarment of an attorney which was issued for the attorney's

failure to *testify* at his hearing and to respond to a Subpoena Duces Tecum. The Court determined with respect to his *testimony*, the attorney was entitled to assert the Fifth Amendment. However, with regard to the refusal to respond to the Subpoena Duces Tecum, the Supreme Court only noted that the attorney should have been given an opportunity to show that the requested documents were outside the scope of the required records rule and were private papers with no "public aspects". *Id.* at 519.

As discussed at the commencement of this brief, in Nevada, there are several rules requiring attorneys to comply with lawful records requests from the State Bar including SCR 110, SCR 78.5, RPC 1.15 and RPC 8.1. A subpoena issued by the State Bar pursuant to SCR 110 is a lawful request, and these rules require Nevada attorneys to cooperate with the State Bar and provide records necessary to, and relevant to a State Bar investigation of the handling of client funds, including the attorney's earned fees. Accordingly, Respondent's blanket assertion of the Fifth Amendment privilege does not shelter him from response to the State Bar's demand for records regarding the handling and disposition of client funds in trust and operating accounts, pursuant SCR 78.5, RPC 1.15 and RPC 8.1(b).

Respondent has provided no legal authority extending the United States Supreme Court's limited application of the Fifth Amendment to attorney testimony in a disciplinary proceeding, in a manner that would allow an attorney to hide behind the Fifth Amendment in objection to producing client fund management records.

Third Objection: The Second SDT is overly broad so as to encompass possibly time-barred information.

The limited scope of records sought by the Second SDT, spans a time frame relevant to information learned by the State Bar during investigations first opened in November 2013, and is not time-barred. The Second SDT seeks records related to account deposits within the last approximately two years. The fact that Respondent's responsive client and accounting records may predate the deposit or distribution of settlement funds, does not alter the fact that the relevant handling of the funds occurred within the last two years.

SCR 106(2) provides a four year limitation period regarding disciplinary proceedings for alleged misconduct:

> **Rule 106. Privilege and limitation.**
>
> . . .
>
> 2. **Limitation**. Disciplinary proceedings shall not be commenced against an attorney for alleged misconduct occurring more than 4 years prior to the receipt of that grievance or filing of the complaint by bar counsel. In the event of fraud or concealment, the 4 year period begins on the date the fraud or concealment was discovered by the grievant . . .

Only by looking to prior related client records will the investigation be able to accurately determine if receipt and disbursement of client funds in and after 2014 were properly accounted for on the dates those funds were processed, and whether earned attorney's fees are being improperly held in, or properly disbursed from these accounts. Respondent has a demonstrated history of failure to properly deposit, distribute and

account for client funds and earned fees. The documents sought by the Second SDT pertain to accounting conduct that has occurred within the past two years, and is well within the four year limitation period provided by SCR 106.

Additionally, the limitation period extends beyond four years if there has been concealment of records. In that event, the four years would not even begin to run until the concealment was discovered, or until facts became known to bar counsel that lead to the discovery of misconduct.

IV.

CONCLUSION

Respondent has testified to accounting practices that constitute misuse of his client trust account. "[T]he paramount objective of bar disciplinary proceedings is . . . to protect the public[.]" *State Bar of Nevada v. Claiborne*, 104 Nev. 115, 129, 756 P.2d 464, 473 (1988). *See also In the Matter of Cochrane*, 92 Nev. 253, 255, 549 P.2d 328, 329 (1976). Respondent's engagement in comingled accounting practices, and apparent continued disregard for the risk presented thereby, demonstrates ongoing disregard for protecting the interests of his clients. The records sought by the State Bar's Second SDT are necessary to a complete evaluation of injury or potential injury created by Respondent's imprecise and risky accounting practices.

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The State Bar, therefore, seeks a ruling denying Respondent's objection to the Second SDT, and an order compelling Respondent's production of documents in response to the Second SDT within 30 days of the Panel Chair's Order.

DATED this 20th day of June, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON

By: _____

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
3100 W. Charleston Blvd., Ste. 100
Las Vegas, NV 89102
Phone: 702-382-2200
Stephanie@NVBar.org

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copies of the attached **STATE BAR OF NEVADA'S RESPONSE TO AGWARA's OBJECTION TO SECOND SUBPOENA DUCES TECUM AND MOTION TO QUASH, and STATE BAR OF NEVADA'S COUNTERMOTION TO COMPEL PRODUCTION**, along with the exhibits identified therein and attached thereto, was deposited in the United States mail at Las Vegas, Nevada, postage fully pre-paid thereon for first class mail addressed to:

LUKE PUSCHNIG, ESQ.
Interim Chair
Southern Nevada Disciplinary Panel
3150 Paradise Rd.
Las Vegas, NV 89109

WILLIAM B. TERRY, ESQ.
530 S. Seventh Street
Las Vegas, NV 89101
Attorney for Liborius Agwara

DATED this ____ day of June, 2016.

_____
Employee of the State Bar of Nevada

R.S. PAGE400

EXHIBIT 1

EXHIBIT 1

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.
Respondent.

SECOND
SUBPOENA DUCES TECUM

FILED

MAY 17 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

Liborius I. Agwara, Esq.
c/o William Terry, Esq.
530 S. Seventh Street
Las Vegas, Nevada 89101

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Stephanie A. Barker, Assistant Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, June 6, 2016, by 4:00 p.m.***, and produce true and correct copies of the following items.

NOTE: Your production of the requested items relieves your obligation to personally appear before Assistant Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

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INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. During the time period between December 1, 2014 and present, deposits were made into and withdrawals taken from Wells Fargo Bank IOLTA Account ending 8027. In connection with these transactions, provide copies of the following documents:

a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For the time period between July 1, 2014 and present, deposits were made into Wells Fargo Bank business account ending 8515 that were relating to settlements, medical payment coverage, or retainers. In connection with these transactions, provide copies of the following documents:

a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

b. Documents related to the settlement or distribution of funds processed through Wells Fargo Bank business account ending 8515 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Wells Fargo Bank IOLTA Account ending 8027 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire

instructions, account journals, account records, accounting database, or account summaries.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 17th day of May, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

EXHIBIT 2

EXHIBIT 2

STATE BAR OF NEVADA

600 East Charleston Blvd.
Las Vegas, NV 89104-1563
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

January 9, 2014

Liborius Agwara Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

RE: Grievance File #SC13-1818 / Shaun Tulles

Dear Mr. Agwara:

The Office of Bar Counsel has received the enclosed correspondence which asks that the State Bar investigate this matter.

Please provide your written input to the specific issues raised. A grievance file has not been opened at this time. However, should a file be opened, you will be notified and given a full opportunity to respond.

With your original response, please provide the Office of Bar Counsel with an additional copy of your response, including a copy of all documents and exhibits.

Please give this matter your earliest attention. Your response shall be calendared for two (2) weeks from the date of this letter.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/rc
Enclosure

STATE BAR OF NEVADA

600 East Charleston Blvd.
Las Vegas, NV 89104-1563
phone 702.382.2200
toll free 800.254.2797
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9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

February 28, 2014

Regular and Certified Mail: 7011 2970 0003 3142 7964

Liborius Agwara, Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

RE: Grievance File # SG13-1818 / Shaun Tulles

Dear Mr. Agwara:

The Office of Bar Counsel has received the enclosed correspondence and medical liens from the Doyne Medical Clinic ("Doyne"). Upon review of the documents enclosed, a grievance file has been opened.

Please provide your written input to the specific issues raised in the grievance that you have failed to settle these liens, or otherwise communicate with Doyne on the status of these matters. All applicable documentation in support of your response should be included. In addition, please provide the following information and documentation:

1. Identify the date of settlement of each matter and provide all settlement documents;
2. Copies of all distribution sheets;
3. Copies of the front and back of all settlement checks issued regarding said settlements;
4. Copies of all liens;
5. If all liens have not been distributed, please provide an explanation as why and when they are anticipated to be paid. Further, please state where the funds are being held and provide a copy of trust account balance indicating that the funds are being held for safekeeping.
6. If a case has not settled, please provide a status of the matter, and the relevant claim or case number.

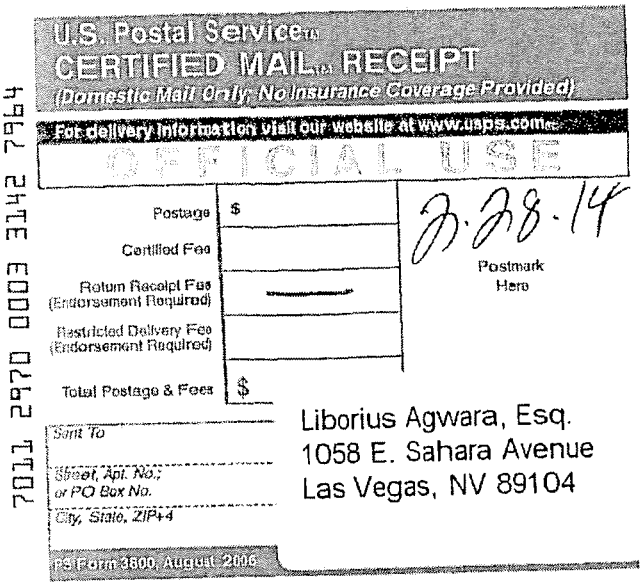
With your original response, please provide the Office of Bar Counsel with an additional copy of your response, including a copy of all documents and exhibits.

Your prompt reply is expected. I will calendar your response for March 14, 2014.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/lw
Enclosures



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City, State, ZIP+4

Liborius Agwara, Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

PS Form 3800, August 2006

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1 Article Addressed to:

Liborius Agwara, Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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MAR 0 4 2014
STATE BAR OF NEVADA

3. Service Type
☑ Certified Mail ☐ Express Mail
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4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 2970 0003 3142 7964

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

RECEIVED DEC 16 2013
RECEIVED BY
DEC 12 2013
STATE BAR OF NEVADA

DOYNE MEDICAL CLINIC, INC.
1706 WEST BONANZA ROAD, LAS VEGAS, NV 89106

Paul Martin McHugh, D.O.
Medical Director

PHONE: (702) 946-9901
FAX: (702) 946-9903

November 22, 2013

State Bar of Nevada Office of Bar Counsel
600 E Charleston Blvd
Las Vegas, NV 89104

Re: Attorney: Liborous Agwara

To Whom It May Concern:

Our office rendered medical treatment to several of Mr. Agwara's clients for injuries that they sustained in motor vehicle accidents. On August 5, 2013, our office sent Mr. Agwara a list requesting status on all of the patients that were treated in our office. We also contacted his office numerous times via-telephone and spoke with his assistant Erica, who assured us that some of the cases had settled and that she would provide us with a status as soon as possible. Unfortunately, this was the only response we received for months.

On October 17, 2013, we sent a final notice to Mr. Agwara to provide us with a status of the patients' within 10 days or we would have no other choice but to contact the State Bar of Nevada. Mr. Agwara has ignored our attempts to resolving this matter, therefore we feel as if we have no other choice but to request the assistance of the State Bar of Nevada.

We have attached a client list for your review with a total balance of $48,808.00 that we have listed as unpaid to date.

We appreciate your assistance and should you have any questions or concerns, please contact our office.

Sincerely,

Lien Department

LIBO CLIENT LIST

DOYNE

	LAST NAME	FIRST NAME	DOI	CASE TYPE	ATTORNEY NAME	INSURANCE COMPANY	ACCOUNT $	STATUS
1	FERGUSON	CRYSTAL	6/1/2006	DEAD	AGWARA		$ 2,838.00	REQUESTED STATUS FROM ATTORNEY
2	FERGUSON	YOLANDO	6/1/2006		AGWARA		$ 2,955.00	REQUESTED STATUS FROM ATTORNEY
3	GARDNER	SHERMAN	9/8/2008		AGWARA		$ 300.00	REQUESTED STATUS FROM ATTORNEY
4	GOMEZ	DAIZY	11/12/2008		AGWARA		$ 912.00	REQUESTED STATUS FROM ATTORNEY
5	HARRISON	SHAKISH	10/20/2008		AGWARA		$ 2,082.00	REQUESTED STATUS FROM ATTORNEY
6	IBRAHIM	JOY	10/14/2006		AGWARA		$ 3,670.00	REQUESTED STATUS FROM ATTORNEY
7	IHEANACHO	OBIDIKE	10/11/2006		AGWARA		$ 2,399.00	REQUESTED STATUS FROM ATTORNEY
8	INIGUEZ	FABIOLA	2/28/2007		AGWARA		$ 450.00	REQUESTED STATUS FROM ATTORNEY
9	JACKSON	TRENT	6/1/2006		AGWARA		$ 2,582.00	REQUESTED STATUS FROM ATTORNEY
10	LEAL	LEILA	10/20/2008		AGWARA		$ 1,270.00	REQUESTED STATUS FROM ATTORNEY
11	LEAL	SAFONIA	10/20/2008		AGWARA		$ 2,042.00	REQUESTED STATUS FROM ATTORNEY
12	LEIVA	CLAUDIA	3/22/2008		AGWARA		$ 2,576.00	REQUESTED STATUS FROM ATTORNEY
13	LEIVA	JAVIER	3/22/2008		AGWARA		$ 1,255.00	REQUESTED STATUS FROM ATTORNEY
14	MARSHALL	PRENTICE	6/1/2006		AGWARA		$ 2,505.00	REQUESTED STATUS FROM ATTORNEY
15	MARTINEZ	LORENZO	9/7/2006		AGWARA		$ 1,598.00	REQUESTED STATUS FROM ATTORNEY
16	MEDRANO	MIRIAM	10/6/2008		AGWARA		$ 300.00	REQUESTED STATUS FROM ATTORNEY

LAST UPDATE:10/29/2013

12/28/2013 10:32 TO:+1 (702) 38[illegible] FROM:7029469903 Page: 3

R.S. PAGE411

LIBO CLIENT LIST

17	MEDRANO	RICARDO	10/6/2008		AGWARA		$ 300.00	REQUESTED STATUS FROM ATTORNEY
18	MEJIA	IRMA	3/22/2008		AGWARA		$ 1,101.00	REQUESTED STATUS FROM ATTORNEY
19	MORENO	ARMANDO	8/16/2008		AGWARA		$ 712.00	REQUESTED STATUS FROM ATTORNEY
20	MORENO	ARTURO	8/16/2008		AGWARA		$ 712.00	REQUESTED STATUS FROM ATTORNEY
21	NSOFOR	ONAH	9/20/2010		AGWARA		$ 910.00	REQUESTED STATUS FROM ATTORNEY
22	PRIETO	LOURDES	2/28/2007		AGWARA		$ 2,867.00	REQUESTED STATUS FROM ATTORNEY
23	THOMPSON	STEVIE	9/8/2008		AGWARA		$ 617.00	REQUESTED STATUS FROM ATTORNEY
24	THOMPSON	MELISSA	9/8/2008		AGWARA		$ 647.00	REQUESTED STATUS FROM ATTORNEY
25	VELASQUEZ	JUAN	8/16/2008		AGWARA		$ 737.00	REQUESTED STATUS FROM ATTORNEY
26	WASHINGTON	CHERISE	2/24/2006		AGWARA		$ 3,156.00	REQUESTED STATUS FROM ATTORNEY
						TOTAL:	$ 41,493 00	

LAST UPDATE:10/29/2013

12/28/2013 10:32 TO:+1 (702) 38 FROM:7029469903 Page: 4

LIBO CLIENT LIST

MLK

	LAST NAME	FIRST NAME	DOI	CASE TYPE	ATTORNEY NAME	INSURANCE COMPANY	ACCOUNT $	STATUS
1	GOMEZ	DAIZY	11/12/2008	DEAD	AGWARA		$ 533.00	REQUESTED STATUS FROM ATTORNEY
2	HARRISON	SHAKISH	10/20/2008		AGWARA		$ 533.00	REQUESTED STATUS FROM ATTORNEY
3	LEAL	SAFONIA	10/20/2008		AGWARA		$ 2,042.00	REQUESTED STATUS FROM ATTORNEY
4	LEIVA	CLAUDIA	3/22/2008		AGWARA		$ 813.00	REQUESTED STATUS FROM ATTORNEY
5	LEIVA	JAVIER	3/22/2008		AGWARA		$ 219.00	REQUESTED STATUS FROM ATTORNEY
6	MARTINEZ	LORENZO	9/7/2006		AGWARA		$ 219.00	REQUESTED STATUS FROM ATTORNEY
7	MEJIA	IRMA	3/22/2008		AGWARA		$ 533.00	REQUESTED STATUS FROM ATTORNEY
8	NSOFOR	ONAH	9/20/2010		AGWARA		$ 439.00	REQUESTED STATUS FROM ATTORNEY
9	PRIETO	LOURDES	2/28/2007		AGWARA		$ 558.00	REQUESTED STATUS FROM ATTORNEY
10	THOMPSON	STEVIE	9/8/2008		AGWARA		$ 219.00	REQUESTED STATUS FROM ATTORNEY
11	THOMPSON	MELISSA	9/8/2008		AGWARA		$ 673.00	REQUESTED STATUS FROM ATTORNEY
12	WASHINGTON	CHERISE	2/24/2006		AGWARA		$ 534.00	REQUESTED STATUS FROM ATTORNEY
						TOTAL:	$ 7,315.00	
						FINAL:	$ 48,808.00	

LAST UPDATE:10/29/2013

12/28/2013 10:32 TO:+1 (702) 38 FROM:7029469903 Page: 5

R.S. PAGE413

EXHIBIT 3

EXHIBIT 3

STATE BAR OF NEVADA

January 27, 2014

Regular and Certified Mail: 7012 1010 0000 9353 4787

Liborius Agwara, Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

600 East Charleston Blvd.
Las Vegas, NV 89104-1563
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

RE: Grievance File # SG14-0100 / Indra Dyan Turner

Dear Mr. Agwara:

The Office of Bar Counsel has received the enclosed correspondence from Indra Dyan Turner, which alleges professional misconduct on your part. As such, a grievance file has been opened.

Please provide your written input to the specific issues raised in the grievance. All applicable documentation in support of your response should be included. In addition, please provide the following documentation:

1. Please identify the date of settlement and provide all the settlement documents.
2. A copy of the distribution sheet.
3. Copies of the front and back of all settlement checks issued regarding said settlement.
4. Copies of all liens.
5. If all liens have not been distributed, please provide an explanation as why and when they are anticipated to be paid. Further, please state where the funds are being held and provide a copy of trust account balance indicating that the funds are being held for safekeeping.

With your original response, please provide the Office of Bar Counsel with an additional copy of your response, including a copy of all documents and exhibits.

Your prompt reply is expected. I will calendar your response for February 10, 2014.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/rc
Enclosures

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Liborius Agwara, Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

PS Form 3800, August 2006 See Reverse for Instructions

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1. Article Addressed to:

Liborius Agwara, Esq.
1058 E. Sahara Avenue
Las Vegas, NV 89104

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Amparo Gutierrez C. Date of Delivery 1-28

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number
(Transfer from service label) 7012 1010 0000 9353 4787

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

complaints

From:	complaints=nvbar.org@mailgun.org on behalf of State Bar of Nevada <complaints@nvbar.org>
Sent:	Friday, January 17, 2014 4:22 PM
To:	complaints
Subject:	Form submission from: File a Complaint Online
Attachments:	webform_submission-282-11547.pdf

Submitted on Friday, January 17, 2014 - 16:21 Submitted by anonymous user: [138.210.36.44] Submitted values are:

First, Middle and Last Name: Indra Dyan Turner Your Address: 1070 Cryer Court #103
City: Henderson
State: Nevada
Zip: 89002
Your E-mail Address: turdra90@gmail.com
Your Primary Telephone Number: 702-354-6209 Your Secondary Telephone Number:
Attorney Name: Libo Agwara
Attorney Address: 1058 E. Sahara Ave
Attorney City, State and Zip: Las Vegas, NV 89104 Brief description of the nature of the case the attorney was engaged to handle (i.e. personal injury, criminal, malpractice): Personal injury due to car accident in March 2010 Complaint details, including chronological events, actions or conversations which you believe to be improper: I won the case back in September 20, 2013.
I was paid by the lawyer my portion of the settlement and from there Mr Agwara was supposed to pay the medical bills in accordance to the agreement we had, and Mr Agwara never did. I ran a credit report recently and found these medical bills are still on my record so I started making phone calls to Mr Agwara's law offices to get this cleared up. Every time I called since November 2013 I was told that Mr Agwara was out of town. I recently found out from his secretary after going into his law office that Mr Agwara has been in Nigeria, Africa since September 2013. I called the collection agency that is handling a portion of the medical bills in collections and I was told that they have been trying to reach Mr Agwara as well with no results. My Medical bills are still not paid and I feel as though he has stolen that part of my settlement that was meant for those medical bills.
Names and contact information for other persons who can provide additional information concerning your complaint: *Mario Davis (Victim in the same car accident represented by Mr Agwara, also hasn't had medical bills paid after the settlement) - 702-617-4261 *Steve Chase (Employee of Grant and Weber Collections) - 702-262-0173

Explain what measures you have taken to resolve this matter directly with the
attorney: I have made repeated phone calls to Mr Agwara's office, made appointments that Mr Agwara has repeatedly cancelled, and I have gone into Mr Agwara's office and spoken to his secretary who admitted to not paying the medical bills.
Related File:

The results of this submission may be viewed at:
http://www.nvbar.org/node/282/submission/11547

State Bar of Nevada Online Complaint Form

First, Middle and Last Name:

Indra Dyan Turner

Address:

1070 Cryer Court #103

City, State and Zip:

Henderson

E-mail Address:

turdra90@gmail.com

Primary Telephone Number:

702-354-6209

Secondary Telephone Number:

Attorney Name:

Libo Agwara

Attorney Address:

1058 E. Sahara Ave

Attorney City, State and Zip:

Las Vegas, NV 89104

Brief description of the nature of the case the attorney was engaged to handle (i.e. personal injury, criminal, malpractice):

Personal injury due to car accident in March 2010

State Bar of Nevada Online Complaint Form

Complaint details, including chronological events, actions or conversations which you believe to be improper:

I won the case back in September 20, 2013. I was paid by the lawyer my portion of the settlement and from there Mr Agwara was supposed to pay the medical bills in accordance to the agreement we had, and Mr Agwara never did. I ran a credit report recently and found these medical bills are still on my record so I started making phone calls to Mr Agwara's law offices to get this cleared up. Every time I called since November 2013 I was told that Mr Agwara was out of town. I recently found out from his secretary after going into his law office that Mr Agwara has been in Nigeria, Africa since September 2013. I called the collection agency that is handling a portion of the medical bills in collections and I was told that they have been trying to reach Mr Agwara as well with no results. My Medical bills are still not paid and I feel as though he has stolen that part of my settlement that was meant for those medical bills.

Names and contact information for other persons who can provide additional information concerning your complaint:

*Mario Davis (Victim in the same car accident represented by Mr Agwara, also hasn't had medical bills paid after the settlement) - 702-617-4261
*Steve Chase (Employee of Grant and Weber Collections) - 702-262-0173

Explain what measures you have taken to resolve this matter directly with the attorney:

I have made repeated phone calls to Mr Agwara's office, made appointments that Mr Agwara has repeatedly cancelled, and I have gone into Mr Agwara's office and spoken to his secretary who admitted to not paying the medical bills.

STATE BAR OF NEVADA

3100 W. Charleston Blvd.
Suite 100
Las Vegas, NV 89102
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

September 23, 2015

Sent via Regular and Certified Mail: 7012 1010 0001 2501 7486

Liborius I. Agwara, Esq.
4693 E. Flamingo Road
Las Vegas, NV 89121

Re: Grievance File No. SG14-0100/Indra Dyan Turner

Dear Mr. Agwara:

As you will recall, this matter is open for investigation. Please be advised that the investigator now assigned to this matter is Cyndee Plaskoff. Her contact information is 702-317-1404, or cyndeep@nvbar.org. Please note that our office has moved to the address on this correspondence.

A review of the file indicates that you did not provide a copy of all of the documents previously requested by the State Bar on January 27, 2014. Specifically, you have failed to provide a copy of the following documents relating to Ms. Turner:

1. A copy of all of the settlement documents;
2. A copy of the distribution sheet (executed by Ms. Turner); and
3. Copies of all liens.

You previously stated that you paid Ms. Turner's liens on January 21, 2014. You deposited the settlement check on September 23, 2013. Please provide the State Bar with a written response as to why you waited until January 21, 2014 to pay the liens.

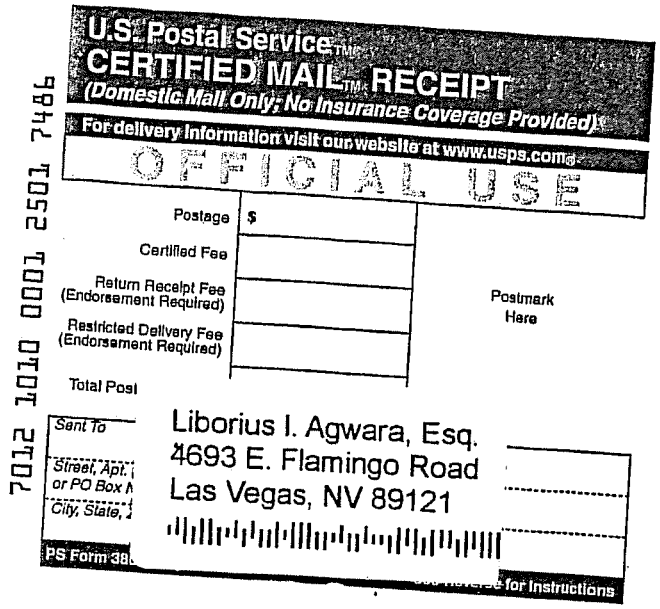
Please give this matter your immediate attention. This is a lawful demand for information from the Office of Bar Counsel in conjunction with an investigation. If no response is received from you, the screening panel of the Southern Nevada Disciplinary Board will be asked to consider your failure to respond as a failure to cooperate with the State Bar in its efforts to enforce Rules of Professional Conduct, which will be considered as a separate disciplinary violation pursuant to RPC 8.1(b) (Bar Admission and Disciplinary Matters).

Please provide your response and the requested documentation no later than **October 7, 2015**.

Sincerely,

Brian T. Kunzi
Acting Bar Counsel

BTK/clp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Return Receipt Fee (Endorsement Required)
Restricted Delivery Fee (Endorsement Required)
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Postmark Here
Sent To
Liborius I. Agwara, Esq.
4693 E. Flamingo Road
Las Vegas, NV 89121
PS Form 38
for Instructions
7012 1010 0001 2501 7484

EXHIBIT 4

EXHIBIT 4

STATE BAR OF NEVADA

600 East Charleston Blvd.
Las Vegas, NV 89104-1563
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

April 17, 2014

Regular and Certified Mail: 7013 1710 0000 7370 5185

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89104

RE: Grievance File # SG14-0485/State Bar of Nevada

Dear Mr. Agwara:

The Office of Bar Counsel has become aware of the Declaration of D.A. Clarke Finneran entered in your bankruptcy matter on or about March 26, 2014 (copy enclosed). The declaration made by Mr. Finneran alleges professional misconduct on your part. As such, a grievance file has been opened.

Supreme Court Rule 78.5 (1)(b) (Maintenance of trust funds in approved financial institutions; overdraft notification) states that a lawyer shall maintain certain records that should clearly and expressly reflect the date, amount, source, and explanation or other property of a client held in a trust account. Rule of Professional Conduct 1.15 (Safekeeping Property) also states that a lawyer shall maintain funds on behalf of a client separate from his own property in a designated trust account, and complete records of such account funds shall be kept by the lawyer.

Given the representations of Mr. Finneran, please provide a written response to this matter and explain how your failure to maintain ledgers and other appropriate accounting records does not violate the above-referenced rules.

Please also provide a copy of the following:

1. Copies of bank statements, deposits, wire transfers, and cancelled checks for your trust account for the past year;
2. A copy of the settlement disbursement statement for each deposited settlement check made into your trust account for the past year;
3. In regards to the balance in your trust account on March 31, 2014, provide accounting records that demonstrates to whom the funds belong.

Please respond in writing to this grievance within ten (10) days from the date of this letter.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/lw
Enclosure

7013 1710 0000 7370 5185

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4/17/14 ltr

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Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89104

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

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- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89104

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Amalia G- C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

RECEIVED BY
APR 2 2 2014
STATE BAR OF NEVADA

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7013 1710 0000 7370 5185

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

Schwartz
LAW FIRM

RECEIVED BY
APR 08 2014
STATE BAR OF NEVADA

Samuel A. Schwartz, Esq.*
Sean E. McClenahan, Esq. †
Bryan A. Lindsey, Esq.
Emelia L. Allen, Esq.

*Also licensed in Arizona, Florida and Illinois.
† Also licensed in California.

April 7, 2014

State Bar of Nevada
Attn: David Clark, Esq.
600 East Charleston Boulevard
Las Vegas, Nevada 89104

RECEIVED APR 09 2014

Re: Liborius I. Agwara
Nevada Bar No. 7576

Dear Mr. Clark:

We represent the above referenced attorney, Liborius I. Agwara, in a Chapter 11 bankruptcy matter pending in the United States Bankruptcy Court for the District of Nevada. The purpose of this letter is to report what may be a violation of Supreme Court Rule 78.5, specifically the keeping of proper records in relation to an attorney trust account.

During the pendency of Mr. Agwara's bankruptcy case, it was ordered that he turn over certain documents relative to his law practice trust account to his wife's counsel and the Office of the United States Trustee. Upon inspection of those records, it was discovered that Mr. Agwara may not maintain his trust account in accordance with Rule 78.5(b). Specifically, Mr. Agwara keeps no ledgers, vouchers or receipts related to his trust account funds. Mr. Agwara does, however, retain settlement and disbursement sheets in each individual client file indicating the amount of funds received for a particular client and the disbursements made on that particular file. Mr. Agwara also stated he maintains complete files in accordance with Rule 1.15(a).

In the event this letter conflicts with any attorney-client privilege, we were asked to notify the State Bar by Bankruptcy Judge Beasley during a bankruptcy hearing on April 2, 2014, of possible misconduct with Mr. Agwara's trust account. Should you have any questions with any of the above please contact either of us at (702) 385-5544.

Sincerely,

Samuel A. Schwartz, Esq.

Sean E. McClenahan, Esq.

cc: Liborius L. Agwara (via electronic mail)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

Scott Andrew Farrow
Acting Assistant United States Trustee
State Bar # WI 1000609
scott.a.farrow@usdoj.gov

Athanasios E. Agelakopoulos, Trial Attorney
State Bar Numbers: GA 253634; DE 4491
athanasios.agelakopoulos@usdoj.gov

UNITED STATES DEPARTMENT OF JUSTICE
Office of the United States Trustee
300 Las Vegas Boulevard, So., Suite 4300
Las Vegas, Nevada 89101
Tel: (702) 388-6600 Ext. 224
Fax: (702) 388-6658

Attorneys for the United States Trustee for Region 17
TRACY HOPE DAVIS

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	Case No. BK-S-13-17576-BTB
Liborius Ihechere Agwara	Chapter 11 Date: April 2, 2014 Time: 10:00 a.m. (PT) Place: Foley Courtroom 4 (Second Floor)
Debtor.	

DECLARATION OF D. A. CLARKE FINNERAN IN SUPPORT OF THE UNITED STATES TRUSTEE'S BRIEF IN OPPOSITION TO, AND COMMENT ON, DEBTOR'S MOTION SEEKING VOLUNTARY DISMISSAL OF HIS BANKRUPTCY CASE UNDER 11 U.S.C. § 1112(b) (ECF NO. 90) AND REQUEST FOR CONVERSION OF DEBTOR'S CHAPTER 11 BANKRUPTCY CASE TO A CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE

I, D. A. Clarke Finneran, hereby declare the following:

1. I am over 18 years of age and am mentally competent.

2. I have personal knowledge of the facts contained in this Declaration. If called upon to testify as to the content of this Declaration, I could and would do so.

3. I am a Bankruptcy Analyst employed by the United States Department of Justice in the Las Vegas field office of the Office of the United States Trustee, and I have been so employed since January, 1990.

4. I am also a CPA and have been licensed in the State of Ohio since 1984.

5. My duties in relation to my employment with respect to Chapter 11 cases include conducting Initial Debtor Interviews (IDIs) and analyzing financial and other records provided by debtors.

6. I conducted the IDI for this case on March 4, 2014. The debtor, his counsel (Sean McClenahan), and Athanasios Agelakopoulos (the UST's Trial Attorney) participated in the IDI.

7. I also attended the continued §341 on March 6, 2014 and participated in the examination of the debtor at that meeting.

8. The debtor testified that he operates his law practice as a sole proprietorship. The debtor also testified that he did not schedule any entities that may have an interest in or claim against funds held by the debtor in the Trust Account or other entities that may have a claim against the debtor stemming from the operation of his law practice. The debtor's purported justification for omitting such entities from his schedules was that he did not consider his law practice to be in bankruptcy.

9. On February 5, 2014, the Court ordered the "Debtor to produce Trust Funds statements, receipts, disbursements, and ledgers to the U.S. Trustee and Creditor Kalechi Agwara not later then February 21, 2014, all of which are to be kept under seal, until and unless a

motion to unseal the documents is filed and agreed to by the Court, or by stipulation of the parties." [DKT #114, EOD 2/5/14].

10. On February 21, 2014, the debtor produced documents to the UST which purportedly were responsive to the Court's February 5, 2014 Order.

11. I analyzed the documents that the debtor provided on or before February 21, 2014 related to the Attorney's Client Trust Account ["Trust Account"].

12. The debtor did not provide all of the documents to the UST as directed by the Court in the February 5, 2014 Order. Specifically, the debtor did not provide copies of the ledger for the account, client ledgers reflecting the amount held in trust for each client, receipts (i.e., copies of checks deposited in the Trust Account), and the documentation for the wire transfers.

13. With respect to the Trust Account, the debtor produced copies of "Disbursement Sheets" for Personal Injury ("PI") cases, bank statements with copies of the deposit slips and cancelled checks, and check stubs (some of which have memo entries, some do not).

14. At the IDI, when asked about certain wire transfers identified on the bank statements, the debtor referred to other bank documents in his possession which he brought to the IDI. The debtor showed these documents to me but retained them in his own file without providing a copy to the UST.

15. At the March 6, 2014 §341 meeting, when the debtor was asked by a creditor about a wire transfer identified on the Trust Account bank statement, the debtor also referred to bank records in his possession at the §341 meeting. The debtor acknowledged that the

records to which he was referring was a bank document and that it related to one of the wire transfers.

16. The debtor stated that he does not maintain ledgers for the Trust Account. The debtor said that he is on the cash basis and does not have a list of accounts receivable, including amounts due him for reimbursement of expenses and attorney fees.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 24, 2014

By: /s/ D.A. Clarke Finneran
D. A. Clarke Finneran
An Authorized Employee of the United States Department of Justice

EXHIBIT 5

EXHIBIT 5

STATE BAR OF NEVADA

600 East Charleston Blvd.
Las Vegas, NV 89104-156
phone 702.382 2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste.
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

September 15, 2014

Sent via Regular and Certified Mail: 7013 1710 0000 7370 7172

Liborius Agwara, Esq.
Agwara & Assoiciates
1058 E. Sahara Ave.
Las Vegas, NV 89104

RE: Grievance File No. SG14-1137 / Obteen Nassiri

Dear Mr. Agwara:

The Office of Bar Counsel has received the enclosed correspondence from Obteen Nassiri which alleges professional misconduct on your part. As such, a grievance file has been opened.

Please respond in writing to this grievance within ten (10) days from the date of this letter. Your response should address each allegation contained within Mr. Nassiri's grievance and, whenever possible, all applicable documentation in support of your response should be included.

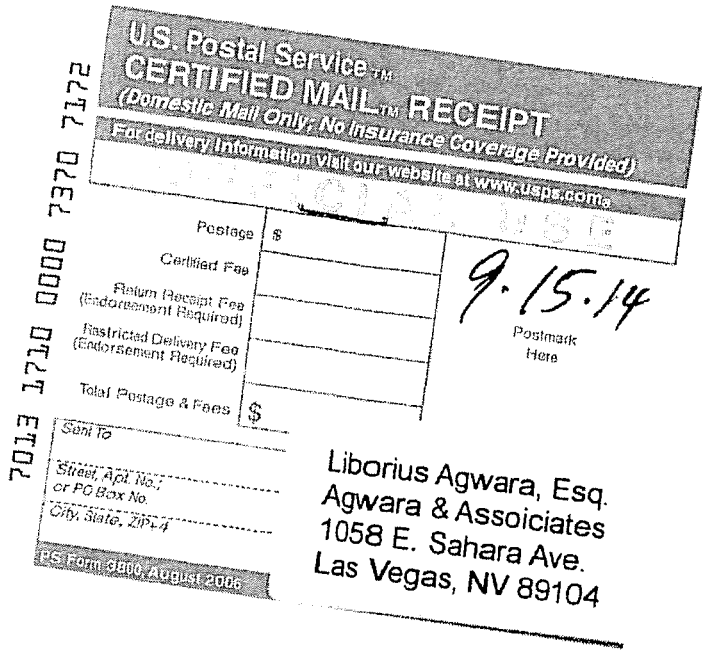
With your original response, please provide the Office of Bar Counsel with an additional copy of your response, including a copy of all documents and exhibits.

If you intend to supplement your response, please indicate an expected date of receipt for the same in your response. If you have any questions, please do not hesitate to contact this office.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/ca
Enclosure



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Liborius Agwara, Esq.
Agwara & Assoiciates
1058 E. Sahara Ave.
Las Vegas, NV 89104

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liborius Agwara, Esq.
Agwara & Assoiciates
1058 E. Sahara Ave.
Las Vegas, NV 89104

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) | C. Date of Delivery

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SEP 23 2014

STATE BAR OF NEVADA

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☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7013 1710 0000 7370 7172

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

HUTCHISON & STEFFEN
ATTORNEYS

PECCOLE PROFESSIONAL PARK
10080 WEST ALTA DRIVE, SUITE 200
LAS VEGAS, NEVADA 89145
702.385.2500
FAX 702.385.2086
HUTCHLEGAL.COM

TODD W. PRALL
ASSOCIATE
TPRALL@HUTCHLEGAL.COM

OUR FILE NO.: 5588-000

RECEIVED SEP 0 4 2014
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SEP 03 2014
STATE BAR OF NEVADA

September 2, 2014

State Bar of Nevada
Office of Bar Counsel
600 East Charleston Boulevard
Las Vegas, NV 89104
Facsimile: (702) 383-8747
Email: complaints@nvbar.org

Re: Liborius Agwara - Bar Grievance

Dear Office of Bar Counsel,

Obteen Nassiri has retained this Firm to assist him in submitting this bar grievance against Liborious Agwara. Nassiri asserts that Agwara violated Rules 1.8(a) and 1.15 by proposing an improper business transaction between himself and Agwara and failing to properly or adequately protect Nassiri's property and/or business interests.

Nassiri retained Agwara to defend him in a lawsuit brought in federal court. During the course of the lawsuit, Agwara approached Nassiri requesting a $100,000 loan so Agwara could purchase a business called Fabulous Furniture located in Fort Myers, Florida. Because Agwara was Nassiri's defense counsel in a very large case, Nassiri felt obligated to provide the loan. Nassiri provided a cashier's check written directly to the owners of the business for Agwara to use to purchase the business. Nassiri understands that Agwara asked a friend, Evarista Nnadi to purchase the business in her name, but for Agwara's benefit, so that he could hide the asset from his wife because a divorce was currently pending. A copy of the cashier's check Nassiri provided to purchase the furniture business is attached as Exhibit 1. At the time Nassiri provided the cashier's check, Agwara wrote a check to Nassiri that stated it was for $100,000.00 on the number line and said just "one hundred" on the written line. Agwara told Nassiri to hold the check and that it was "security" for the loan. The check was written, however, from Agwara's client trust account. A copy of the check is attached as Exhibit 2. Despite repeated requests, Agwara has failed to pay the $100,000 he owes Nassiri.

Agwara's actions are a violation of the Rules of Professional Conduct. Rule 1.8(a) states:

> A lawyer shall not enter into a business transaction with a client or knowingly acquire an ownership, possessory, security or other pecuniary interest adverse to a client unless:

say about 90 to 95 percent of what I do is personal injury.

Q. In the history of your practice, how many clients have you had?

A. Oh, I can't even begin to tell you. Hundreds.

Q. In that period of time and those hundreds of clients, have you incurred or had to deal with any Nevada State Bar complaints?

A. Yes.

Q. How many?

A. I don't know as I sit here, but they've all been dismissed.

Q. Has it been less than ten?

A. Maybe about ten, maybe less than that. You know, I don't know. It's not -- and it depends on what you mean by "complaints."

We -- Occasionally we get clients who are angry because, you know, they didn't like the way that something was explained to them and they filed, or they didn't like the money they received, the amount of money. There are several reasons why people file complaints.

THE COURT: That's not what he asked you. Answer his questions.

MR. SCHWARTZ: That's fair. Thank you, Your Honor.

Q. In the context of those complaints, did any of them relate to the accounting that was going on in your trust account?

A. No, but the State Bar has a policy of whenever of a client complains, they request everything.

THE COURT: So, Mr. Agwara, you're a lawyer. I expect you not to volunteer answers. He asked you, did any of those have to do with irregularities in your trust account. That's a yes-or-no answer.

THE WITNESS: No.

MR. SCHWARTZ: Thank you.

Q. In connection with any of those responses that you gave to the Nevada State Bar, have you ever provided for them an accounting of your trust account?

A. Yes.

Q. Has there ever been an issue with those accountings that you provided to the Nevada State Bar with respect to your trust account?

A. What do you mean by "issue"?

Q. Have they ever highlighted that you are doing some sort of accounting improperly through

R.S. PAGE127 Docket 70888 Document 2016-32296

your practice?
A. No.
Q. As you sit here today, do you believe you could account for all the dollars in your trust account and who they belong to?
A. Yes.
Q. Could you explain to the court, and this is not a yes-or-no answer, so that we understand how you maintain your books and records for your trust account such that you can produce records for the Nevada State Bar?
A. We -- When a case is settled, the check is deposited into the trust account. Depending on the amount of the settlement, vis-a-vis the amount of the medical bills, we may disburse immediately if there is enough money to pay everybody, the medical bills, the client.
And when I say that, keep in mind clients have very holistic ideas of how much they should get from a case.
THE COURT: Mr. Agwara, I'm admonishing you this time. You are not to volunteer. He asked you how it was dealt with. He didn't ask you to explain what your clients felt about the amounts they were getting.

Answer his questions and don't offer anything. Please.
THE WITNESS: Okay. We disburse-- once a client comes in and signs the check, the check is deposited, and if an interpleader is not going to be filed, what we will do is we bring a client in, explain how much he or she is going to get, how much the providers will get, and pursuant to the contract that a client signed, how much my office will get.
Once the client signs the disbursement sheet, we'll write the checks out to everybody.
Q. In connection with writing disbursements, have you ever written a check to yourself that was for money you had not earned or did not own in the trust account?
A. No.
Q. Have you ever used your trust account for personal reasons other than aside from client purposes?
A. Explain "personal reasons."
Q. Have you ever deposited money in your trust account as an accommodation to you or your wife?
A. No.
Q. In connection with your bankruptcy

R.S. PAGE128

filing, did you review your schedules and statements before we filed?

A. Yes.

Q. Did you authorize the filing of the bankruptcy at that time?

A. Yes.

Q. When we initially filed your bankruptcy, did your law practice have a separate, in other words, it's own employee identification number?

A. Yes.

Q. Because of that, did you believe your law practice was separate and apart from you personally, it was not your own possession?

A. Yes.

Q. As you sit here today, do you still believe that the law practice may not be property of your bankruptcy statement?

A. Yes.

Q. There have been some allegations in the case that you have taken suitcases of cash to Nigeria? Did that ever occur?

A. No.

Q. In connection with some admissions that you made about taking cash to Nigeria, can you tell the court how much that may be and the purpose of

that use? Where's that cash?

A. Normally it would be whatever I collect from the rent, rental properties that we own, whatever is left on it.

Q. How much is typically left with the rental monies on a monthly basis?

A. Ranges anywhere from 4,000 to 5,100, I believe.

THE COURT: Per month?

THE WITNESS: Yes.

BY MR. SCHWARTZ:

Q. To the extent you do not use the cash from the rental properties for your personal expenses, have you been depositing that cash in your debtor possession account?

A. Yes. Since I was informed that I needed to do that, yes.

THE COURT: By whom?

THE WITNESS: My attorneys.

THE COURT: You, Mr. Schwartz, okay.

MR. SCHWARTZ: Correct, yes.

THE COURT: And I misunderstood. You don't deposit -- you weren't -- were you previously not depositing it any place?

THE WITNESS: That's correct, Your Honor.

R.S. PAGE129

THE COURT: You just had some cash someplace in a drawer or something?
THE WITNESS: There was an account at Bank of America. Two of the tenants would deposit the rent in that account. It was a personal account.
BY MR. SCHWARTZ:
Q. Some tenants are -- sorry.
So to be clear, some tenants paid directly to an account, some paid in cash?
A. That's correct.
Q. How many of your tenants paid monthly on a cash base?
A. They all paid cash. It's matter of whether they deposited it or whether they gave the product to my office.
Q. How much of them pay cash to you at your office, or how much in cash do you receive on a monthly basis?
A. The Las Vegas properties, they pay in cash.
Q. And how much is that on a monthly basis?
A. 2,900.
Q. And you receive that personally?
A. That's correct.

Q. You've heard also some allegations or some questions about your ancestral property in Nigeria.
Can you tell the court why you believe it's not saleable.
A. First of all, we're talking about a house in a village. This is not a city. This is not a town. It's a village. Nobody would buy it. I would love for somebody to buy it. Okay. Nobody can rent it because it's in our family compound.
This was a property that we jointly agreed to build, okay, before the divorce.
Q. When you say "we," who do you mean by "we"?
A. Me and the wife.
Q. And how much money did you and your wife invest in building that property?
A. I can't tell you as I sit here.
Q. Your Honor, I think those are the -- oh, sorry. Couple more questions.
How many clients do you have currently owed some sums of money in your trust account?
A. I can't tell you for sure what I -- the last time I looked at it and since then we have settled a few more cases.

R.S. PAGE130

We have about ten clients that we can't find. There would be probably another ten, I would say, whose money has not been disbursed.

Q. Of those ten clients you cannot find, can you explain to the court why you cannot find them?

A. Most of my clients are Hispanic. And a lot of times it's not uncommon for them to either move back home. And what we do is we'll just wait until we hear from them. The money sits in the trust account.

It's not uncommon for them to pop up after two years. We've had clients who have gone to jail, and we didn't know. When they come out, they show up, and we give them their money.

Q. You heard the court ask me earlier how do you settle for someone you cannot find. Can you explain how those settlements occur.

A. We have power of attorney signed by every client authorizing us to settle for what we think it's customary and reasonable for the Las Vegas area and also for the type of injury that they had.

MR. SCHWARTZ: Your Honor, at this point I would open up to cross-examination.

THE COURT: Couple of questions that I want.

So your fee agreement or your retention agreement gives you essentially authority to settle for whatever you think is the appropriate amount?

THE WITNESS: We have in addition to the fee agreement, we have a separate power of attorney that we explain to the clients at this time.

THE COURT: And that allows you to make a determination as to what you think the case is worth?

THE WITNESS: That's correct, Your Honor.

THE COURT: Okay. Who signs on behalf of the client? You?

THE WITNESS: Yes.

THE COURT: Okay.

THE WITNESS: Unless we have an associate.

THE COURT: Someone in your office?

THE WITNESS: Yes, Your Honor.

THE COURT: Okay.

BY MR. SCHWARTZ:

Q. In connection with your law practice today, Mr. Agwara, how many lawyers are there?

A. As of today, none. Just me.

Q. How many paralegals?

A. None.

Q. How many secretaries?

A. Two and a half.

R.S. PAGE131

Q. By half, what do you mean?
A. Part time. I'm sorry.
Q. And where do you practice?
A. How do you mean that?
Q. Do you have an office?
A. Oh, yes. It's located at 1058 East Sahara Avenue.
Q. Is that a building you own or rent?
A. Building I used to own. Wells Fargo owns it now.
Q. The building was foreclosed?
A. That's correct.
Q. Have they agreed to rent any space back to you?
A. We are in negotiation.
Q. What would that rental expense be? Do you have an estimate of what that might be?
A. I have absolutely no idea.
THE COURT: I have one further question, which I probably don't have to ask you've asked.
But when you settle on behalf of a client through a power of attorney, are you also authorized to disburse the portion you believe you have earned?
THE WITNESS: I believe so, Your Honor, and

that's what we do.
THE COURT: Okay. So you -- client X is unavailable, you settle for hypothetically $30,000, you have a 30 or 40 percent contingency fee, there is no pending meds, so you would write a check to your law firm or to you personally for whatever that one third is?
THE WITNESS: That is correct, Your Honor.
THE COURT: And would you write it to you personally or to your law firm?
THE WITNESS: Well, it depends. A while back some of it I write personally to myself, but about 90 percent of the time, it's written to Agwara and Associates.
THE COURT: Okay. But Agwara and Associates wasn't -- I mean the legal entity wasn't formed until a fairly short time ago?
THE WITNESS: Your Honor, that legal entity is not completely formed. It's not functional yet.
THE COURT: So Agwara and Associates is just a dba?
THE WITNESS: That's correct, Your Honor.
THE COURT: So if you wrote it to Agwara and Associates, you're basically just signing it to yourself since there was no legal entity?

R.S. PAGE132

THE WITNESS: That's correct.
THE COURT: Okay. And did Agwara and Associates have a checking account in that name?
THE WITNESS: Yes, Your Honor.
THE COURT: Okay. But your social security number would have been on that?
THE WITNESS: No, Your Honor. It's a separate EIN number. I actually spoke to the IRS. I just did that. I don't use my social.
THE COURT: Probably a good idea.
THE WITNESS: At the beginning of my practice.
MR. SCHWARTZ: Correct, Your Honor.
Last questions for him.
THE COURT: Go ahead.
MR. SCHWARTZ: I was going to make argument, and I realized it's (inaudible) --
Q. So because of -- You had an EIN for what purpose?
A. For the law practice.
Q. And did you use that EIN for payroll purposes?
A. It's used for every purpose related to the law firm, yes.
Q. With respect to the money that you

received out of the law practice, whether through the trust account or the general account, did you always report money you received personally as your net income?
A. That's correct.
MR. SCHWARTZ: That's all I have for direct for now, Your Honor, reserving time subject to cross.
THE COURT: Certainly.
Okay. Who is going to cross first?
And it's Ms. Kung; is that correct?
MS. KUNG: It is, Your honor. Thank you.

CROSS-EXAMINATION

BY MS. KUNG:
Q. Mr. Agwara, I took your 2004 exam, did I not?
A. You did.
Q. Okay. And we addressed your client trust account, did we not?
A. If I recall correctly, yes.
Q. And I asked you if you kept an accounting for your client trust account, and you said you did not have anything except for the documents kept in separate files; correct?
A. You're paraphrasing, Counsel. If you

R.S. PAGE133

read my answer, I will tell you if it's correct or not.

Q. Okay. The purpose of this is for me to ask questions. I'm paraphrasing so that I don't have to reference every transcript.

If I paraphrase incorrectly, please just let me know, "That's not what I said." Okay?

So my question is: Did you tell me at your 2004 exam that you did not keep one comprehensive ledger of client -- trust client names and amounts, but rather there were separate documents in each file --

A. That is correct.

Q. Okay. You said you had roughly 18 clients with money in trust right now?

A. I believe around that number.

Q. Okay. And your trust account balance, according to your amended schedules, was about 425,000, correct, as of the date of filing?

A. It depends on the date of the amendment, because we're constantly disbursing money.

Q. Your amendment was done on March 5th.

A. Okay.

Q. Is it fair to believe that that was an

accurate account as of March 5?

A. That would be correct.

Q. Okay. So you did not amend it to the value of the trust account as of the date of filing; you did it as of the date of the amendment?

A. I would believe so, that's correct.

Q. Okay. And that 425,000 and change, that belongs to 18 separate clients?

A. No.

Q. Okay. How many clients does that belong to?

A. Most of that money belongs to providers, medical providers to clients.

Q. Okay. So if you've settled cases and you owe medical providers, but you are not paying the medical providers?

A. Well, most of the medical providers are paid. And when I say "medical providers," Counselor, what happens is a lot of times when we estimate reductions -- Your Honor, is it okay if I explain?

THE COURT: Sure. If she has asked you to.

MS. KUNG: Yes, please.

THE WITNESS: Okay. What happens when you settle these cases, say, for example, medical bills are 8,000, the case settles for ten, clearly if I

R.S. PAGE134

take my 33 and one third, okay, there is not enough left to even pay a medical bill or to give the client any money. So what I do, what I spend most of my time doing is asking the medical providers for reductions.

Now, what happens is we do the first round, okay. We say, "Okay, everybody give us a 50 percent reduction."

Say there are five medical providers. Four of them will say yes. One person says no. I want to get 60 percent. So I -- we have to go back, okay. Redo the numbers and recycle it again, okay, which means we have to cut somebody less than 50 percent. What happens to the other four may say no.

So over time, it may take some time to do this. Now clients want their money right away. Okay. They don't want to wait. If I file an interpleader -- it's important, Your Honor, for me to explain this.

MS. KUNG: Let me go ahead and stop you because --

THE COURT: I know what an interpleader is.

THE WITNESS: I know, but --

BY MS. KUNG:

Q. -- I think we are a little bit beyond

the scope, so let me give you a more concise question.

A. Okay.

Q. You just said that, for instance, on a case that you had 8,000 in medical bills you might resolve it for 10,000 so you need to compromise liens; correct?

A. Yes.

Q. Okay. When you accept that case, those liens, your clients have personal liability for if not paid through settlement funds; correct?

A. I would believe so.

Q. And so if they don't voluntarily agree to reduce it, that's personal liability to your clients; correct?

A. That's correct.

Q. Okay. Yet you will settle a case using your own discretion for less than enough money to pay all medical bills?

A. Yes, depending on the circumstances of the case.

Q. Okay. And do you get authority from the client in those cases, or do you just use your discretion pursuant to your power of attorney?

A. Client has already given us authority

R.S. PAGE135

by signing the power of attorney.

Counselor, just so you know, a lot of times, cases have already -- we may get a 15/30 policy, okay, and there may be six people involved in the accident. The insurance company throws the 30,000, which is for current, says you guys divide it up. We may have a -- we have had cases where the bill is 144,000 and my client only got 25,000.

Q. Okay. And I'm going to go ahead and stop you there.

Have you confirmed with the Nevada State Bar whether or not you're authorized under our rules of professional conduct to have this power of attorney that gives you unfettered discretion to resolve contingency cases on behalf of your clients without consulting them?

A. The Nevada State Bar is aware that I use power of attorneys, and they have no problems with it.

Q. That is your testimony that the Nevada State Bar is aware and has no problem with your power of attorneys?

A. That's correct.

Q. That gives you unfettered discretion to settle cases; correct?

MR. SCHWARTZ: Asked and answered, Your Honor.

THE WITNESS: That's why we're lawyers.

BY MS. KUNG:

Q. Okay. Who at the Nevada State bar is aware?

A. I don't know the particular person, Counselor.

Q. How do you know they are aware?

A. Because this is an issue that has come up before the Bar before on a complaint.

Q. Who was the client who had the complaint?

A. It wasn't a client. It was another lawyer like you.

Q. Okay. Another lawyer like me, how long ago was this complaint?

A. A few years ago.

Q. Do you remember the name of the other lawyer?

A. I remember she was Asian.

Q. It wasn't me, was it?

A. No, it wasn't.

Q. And what was the resolution of that?

A. Bailey, B-a-i-l-e-y, I believe.

Q. First name?

A. Suni (phonetic), I believe.
THE COURT: Suni?
THE WITNESS: Yes.
THE COURT: Okay.
BY MS. KUNG:
Q. What was the resolution of that State Bar complaint?
A. It was dismissed.
Q. Okay. And who was -- was it in front of the Adjudicated Board, or was it just in front of one State Bar counsel?
A. No. There was actually a hearing.
Q. And the State Bar upheld your power of attorney?
A. The issue wasn't power of attorney. That wasn't the central issue of that complaint, but it did come up as a subject, but this is nothing new.
Q. Okay. Can you --
A. The reason we have power of attorneys is because we can't call the client. They remit it, okay, for authorization to do something that we know to be the right thing for the client.
Q. Okay. And we'll leave professional ethics out of this. I understand your testimony.

Can you tell me here today what the names of your 18 clients who have money in your trust account are?
A. As I sit here, no, I can't.
Q. Can you give me any of their names?
A. No.
Q. Now, I have sent repeated letters to your counsel asking for these names over the past three or four months ad nauseum.
Were those requests relayed to you? Were you asked to provide that information to me?
A. To you, no.
Q. Okay. Were you asked to provide that information to your counsel?
A. My counsel has that information.
Q. Your client -- your counsel has the names of all of your clients and the balances for each client?
A. Not all of my clients. The ones that we couldn't find and the ones that we have money in the trust account for.
Q. Okay. So just to be clear so our record is good, your counsel has got documents stating the names of the clients who have money in trust and the amount for each; correct?

R.S. PAGE137

A. I don't believe it has the amounts, but he has the names.
Q. And when you did provide that information?
A. I don't recall exactly the date.
Q. Was it within the last two weeks?
A. Yes, I believe.
Q. Okay. So of this $425,000 that's in your client trust account, is it your position that all of that money either belongs to clients or medical providers?
A. Let me correct something.
The February statement shows it 200 and something thousand dollar balance.
Q. Okay. I didn't receive the February statement. What I'm looking at here --
A. It was filed with the monthly operating report, Counsel.
Q. Which brings me to another point.
On your petition and on your monthly operating report, you take miscellaneous amounts as business expense and it references an itemization for which I can never find and for which I've requested clarification multiple times, but have not received.
Since I have you on the stand, let me

go ahead and ask you --
THE COURT: Do you have copies for the witness?
MS. KUNG: For the expenditures of the monthly operating reports.
THE COURT: Let me ask you this: Are you going to run him through the monthly operating reports?
MS. KUNG: There is only one line item on each monthly operating report for a large lump sum with no details, so --
THE COURT: And that's what you're going to ask him about?
MS. KUNG: I want to know what that lump sum is.
THE COURT: Let's do this. Let's make a copy of that for everybody including me so we can all be looking at it. So let's take about a ten-minute break here and get those copies made. Okay.
MS. KUNG: Is there somebody we can borrow to --
THE COURT: No, we'll copy.
MS. KUNG: Okay. So just the -- do we have those with us? The last two I think I have them right here.

R.S. PAGE138

THE COURT: Just identify what it is you're going to examine on, and we'll copy those so everybody can have a copy and look at it.

MS. KUNG: So I only have two monthly operating reports for December and January.

Can I approach the -- should I give them to your clerk?

THE COURT: Yes, please.

Is there a third one? Has a third one been filed, Mr. Schwartz?

MS. KUNG: I have not seen it.

MR. SCHWARTZ: Your Honor, March --

THE WITNESS: March hasn't been filed.

MR. SCHWARTZ: March was filed, right. March was filed.

THE WITNESS: Today is the 2nd, Your Honor.

THE COURT: So we have three.

MR. SCHWARTZ: February was filed, Your Honor. March wouldn't be due yet for another few weeks.

THE COURT: Right. I didn't think so, but --

MR. SCHWARTZ: Yes, we're current through February.

THE COURT: Okay.

MS. KUNG: So can I --

THE COURT: Certainly. Please approach. We

will be in recess.

THE CLERK: Bankruptcy Court is back in session.

THE COURT: Thank you. Please be seated.

Mr. Agwara, you are still under oath.

Counsel.

MR. AGELAKOPOULOS: I apologize, Your Honor. For the record, I'm Anthanasios Agelakopoulos, United States Department of Justice, Office of the U.S. Trustee.

My family is dealing with a family --

THE COURT: You're excused.

MR. AGELAKOPOULOS: -- medical emergency. My wife is trying to move an appointment that we have -- that we had previously scheduled for 1:45. And I apologize to the court for checking my phone in the interim.

If we can get the appointment moved to this Friday, then I -- then we can proceed today. If not, I may have to excuse myself at one o'clock. I just wanted to advise the court of that.

Hopefully, I can go forward today, but if not, then I may have to run out at one o'clock.

THE COURT: Understood. That's fine.

I probably have time tomorrow morning

R.S. PAGE139

if that would work for people.

MR. AGELAKOPOULOS: Again, for the record, Anthanasios Agelakopoulos for the U.S. Trustee's Office.

Unless there's something else I haven't planned for, I -- tomorrow will work.

THE COURT: But, you know, you're -- take care of your family emergency. That is vastly more important, and we preserve your time to examine.

MR. AGELAKOPOULOS: Without putting this on the record, it's something that in the long run is the bigger issue.

THE COURT: Absolutely.

MR. AGELAKOPOULOS: Whether the appointment happens today or Friday is a drop in the bucket relative to what we're dealing with.

MS. KUNG: We all support you.

THE COURT: We all support you.

Go out in the hallway, make the arrangements with your spouse. We'll continue on.

MR. AGELAKOPOULOS: I've already spoken with her.

THE COURT: Okay.

MR. AGELAKOPOULOS: She is going to text me if the appointment has been moved.

THE COURT: Keep your phone on the desk on, and if it rings, that's fine. That's no problem. Take care of the family issue. That's vastly more important.

MR. AGELAKOPOULOS: I apologize for the vagaries, but we are on a public records, and I'd rather not --

THE COURT: No, no, no, no. That's quite all right. No apologies necessary.

MR. AGELAKOPOULOS: Thank you, Your Honor.

THE COURT: You're just fine.

Counsel.

MR. SCHWARTZ: So the court's aware, I could start at 11:00 tomorrow if we decided to move things.

THE COURT: Okay.

MR. SCHWARTZ: Depending on Mr. Agwara.

THE COURT: I'm not exactly sure what time, but anyway, we can do this.

Anyway, go ahead.

MS. KUNG: You're not optimistic we're going to finish?

MR. SCHWARTZ: I am optimistic.

THE CLERK: Your Honor, we only have a order shortening time short one at 11:00 o'clock, so --

THE COURT: Is that today?

R.S. PAGE140

THE CLERK: Tomorrow.
THE COURT: Okay. Good. I have duty today, don't I?
THE CLERK: 13'S at 1:30.
THE COURT: Okay. All right. We will get this done. Go ahead.
MS. KUNG: Thank, Your Honor.
Q. Mr. Agwara, where we left off was I wanted to ask you about some of the expenses that you listed in your petition and in your monthly operating reports. I did not make a copy for you of your Schedule J, but I just will represent to you that you had a line item under No. 16 saying, "Regular expenses from operation of business, profession or farm. Attached detailed statement for $26,088," and there was no attached detailed statement.
When I asked you about this itemization at your 2004 exam, you told me to reference your monthly operating reports.
There was no monthly operating report that I saw that broke down any of these. So let's go ahead and start with your December 31st, 2013 monthly operating report. That's entered as Docket No. 135.
Do you have that in front of you?
THE COURT: And what exhibit number?

MS. KUNG: I'm sorry?
THE COURT: Identify it as an exhibit. Exhibit 1?
MS. KUNG: We will identify this as Exhibit 1, Your Honor, yes, please.
THE CLERK: I'm sorry. Which monthly operating report was that?
THE COURT: That would be the 12-31-13; is that correct?
MS. KUNG: Yes. Docket 135.
THE CLERK: Okay.
BY MS. KUNG:
Q. Do you have that in front of you, Mr. Agwara?
A. Hang on. Let me make sure.
I do have it.
Q. Okay. Did you assist in the preparation of this document?
A. Yes.
Q. And these are numbers that were provided by you?
A. I provided the numbers on a different form and it was transferred to this form by staff of my counsel.
Q. Okay. And I may have misheard you. I

R.S. PAGE141

thought you stated earlier that you were filing your trust account statements which now has dropped approximately $200,000 with your monthly operating report.

Do you recall saying that?

A. No. I said the February balance that I recall showed 200 and some thousand in the trust account.

Q. Okay. And you didn't say that via a statement was attached to the monthly operating report?

A. No.

Q. Okay. Then I misheard you, and I apologize.

Did you not account for the trust account in any of your monthly operating reports?

A. No. Because it's not an operating account. It's trust account.

Q. If you paid money out of the trust account, was any money paid to you?

A. And that money would be accounted for here.

Q. Okay.

THE COURT: That wasn't her question.

THE WITNESS: Yes.

BY MS. KUNG:

Q. Okay. So how would I know what is going in and out of your trust account since you filed bankruptcy? It's not addressed in the monthly operating report. Is it addressed anywhere?

A. No.

MR. SCHWARTZ: Objection, Your Honor. I believe the court ordered those records sealed so a trust account statements have been turned to the U.S. Trustee's Office, and I thought the counsel we were -- it's unclear, but we think we've turned over to them, and they have, but the court has ordered those trust account statements sealed until further order of the court.

So I think we're just want to be careful we don't get into issues that we've agreed not to discuss.

MS. KUNG: Your Honor, if you might recall, we had a telephonic conference at the 2004 Exam, and based upon the objections that had been raised by debtor and debtor's counsel, Your Honor modified that previous order and lifted the seal with regards to the trust, trust account documents and any questions there on.

We have uploaded a proposed order. We

R.S. PAGE142

sent it over to counsel who declined signing off on it, but that was uploaded, I believe, earlier today after the three days had run.

THE WITNESS: Your Honor --

THE COURT: I do believe that --

MS. KUNG: And I have the transcript --

THE COURT: I do believe that was my ruling is that -- I mean there -- I think we can protect them from public dissemination on the record, but I think counsel is free to use them and counsel is free to examine on them, and we can seal this portion of the transcript if that's what you want.

MR. SCHWARTZ: Well, Your Honor, we may, Your Honor. I'm okay with the discussions. Where I'm going is that she's asking why it's not on the monthly operating report is because --

THE COURT: Okay. Understood.

MR. SCHWARTZ: -- they were ordered sealed, so they're not here because they're --

THE COURT: But there is no reference to them either. I mean there is no reference to trust account account sealed.

MR. SCHWARTZ: And that, Your Honor, could be our misinterpretation of what the sealing really -- what the effect of that would be.

THE COURT: Are you saying that it is?

MR. SCHWARTZ: Your Honor, certainly, they can be amended to reflect that.

THE COURT: Okay.

MR. SCHWARTZ: But these statements have been getting turned over, Your Honor, so the statements are out.

THE COURT: Okay.

MR. SCHWARTZ: That part's important.

MS. KUNG: We have not received them, Your Honor. So I'm little bit concerned because this is the first time I've learned that the trust account balance has dropped from 400 and some odd thousand down to 200 and some odd thousand with no accounting whatsoever and no checks and balances in place, which we'll get to later which is part of our basis for requesting appointment of a Chapter 11 trustee.

THE WITNESS: Counsel, you do have copies of the trust account statements, don't you?

MS. KUNG: Not since post filing. The last one I received was for, I believe, October or maybe November of 2013. When I questioned you at your 2004 Exam, that was the last set of documents that I had received.

The only thing I have received since

then was a copy of the bank account that you've added onto your petition that was not originally there. I did receive those statements.

And I received a list of wire transfers from the bank. Those are the only additional supplemental documents I've received since taking your 2004 Exam.

MR. SCHWARTZ: Your Honor, just so the court is aware, we've turned over the trust account statements to all parties through January 31st. They're Bate stamped 0123 through 0180. It's certainly can come up.

But just so the court's aware, we've given all that stuff up. It's just not here because of the sealing. So those have been handed over.

THE COURT: Hang on for just one second.

What was the Bate's numbering again? I'm sorry.

MR. SCHWARTZ: Your Honor, we have them as Libo, L-i-b-o, 00123 through Libo, L-i-b-o, 00180, roughly 57 pages of trust account statements.

THE COURT: Okay. And your contention is you've not received those?

MS. KUNG: That is the case, and I'm going to confirm with my office.

The last documents I received were prior to the 2004 Exam, and I believe it was through November of 2013.

The problem is I've received multiple supplements based upon new bank accounts that keep materializing, so we are going to cross reference. I absolutely don't want to represent something that's not true.

THE COURT: Okay.

MS. KUNG: So if we can have a moment --

THE COURT: Do you know when those were sent, Counsel?

THE WITNESS: Notified by mail also.

THE COURT: I'm not asking you a question, sir.

MR. SCHWARTZ: Email February 21st.

THE COURT: Okay.

MS. KUNG: So we will look and verify that while I proceed with questioning so as to be --

THE COURT: Okay. Thanks.

MS. KUNG: -- expeditious with our time.

THE COURT: Thank you.

MS. KUNG: Okay.

Q. So on your petition you listed $26,088 as regular expenses from operation of business.

THE COURT: And this is what? This is I you're looking at?
MS. KUNG: Correct, Your Honor. I'm sorry. J, expenditures of the individual.
THE COURT: Okay.
BY MS. KUNG:
Q. I apologize, Mr. Agwara. You don't have a copy of that in front of you.
THE COURT: We'll make one.
THE WITNESS: No, I don't.
THE COURT: We'll make one.
MS. KUNG: I apologize.
THE COURT: Could we just print out some copies of J, Schedule J.
THE CLERK: Yes.
THE COURT: Thanks.
MR. AGELAKOPOULOS: Your Honor, which Schedule J is being referred to? Is the one that was filed on or about September 18th, 2013 Docket 20 --
MS. KUNG: September 4th, but the original, is it in your binder?
MR. AGELAKOPOULOS: The September 4th, it was only the petition. It did not include schedules attached to it.
THE CLERK: No, it did not.

MR. AGELAKOPOULOS: That was only a 12-page document. I believe the document that is being referred to --
MS. KUNG: You're right.
MR. AGELAKOPOULOS: -- is Docket No. 20. It's a 42-page document.
MS. KUNG: Correct, Your Honor.
MR. SCHWARTZ: And it may be in the binder.
MR. AGELAKOPOULOS: And it's in the United States Trustee's binder. We've provided a copy for the witness and a copy for the court.
In our binder that is tabbed, that document is tabbed as Tab No. 2, the United States Trustee's binder, and Schedule J appears at Page, I believe, 30 of 42, ECF No. 20, Tab No. 2, United States Trustee binder.
THE COURT: Let's print, what, however many copies we need.
MR. AGELAKOPOULOS: Copies of the binder have been provided.
THE COURT: To everybody?
MR. AGELAKOPOULOS: Yes.
THE COURT: Except me.
MS. KUNG: So if we can reference --
MR. AGELAKOPOULOS: There is a copy for the

court.

THE COURT: Oh, okay. I'm sorry. I thought this was just scratch. I left it there earlier.

MS. KUNG: Yours was the first one delivered, Your Honor.

THE COURT: That was nice. What docket numbers are what --

MS. KUNG: It's tab No. 2 in the U.S. Trustee's binder.

THE COURT: So we don't need to print them. So this will be marked as Exhibit 2.

MS. KUNG: Are we -- just the exhibit or the entire Exhibit 2 from the Trustee's binder.

THE COURT: I think Exhibit 2 from the Trustee's binder. I don't know what the rest of the stuff is in this, so --

MS. KUNG: Perfect. And it's on page 30, which is on the back of page 29 in the binder.

Q. Mr. Agwara, have you had an opportunity to review page 30 of Exhibit 2?

THE COURT: Just give him a moment.

BY MS. KUNG:

Q. Just let me know when you're ready.

A. Okay. I'm ready.

Q. Do you see where I'm at on line No. 16

where it says, "Regular expenses from operation of business, profession or farm. Attach detailed statement" in parens and then, "$26,088."

Do you see that?

A. Yes.

Q. Okay. Did you provide an itemized detail of what this $26,088 was comprised of?

A. No, but the operating account statement would have all that stuff, that it may not be described specifically.

Q. What operating account statement are we talking about?

A. The Wells Fargo. That is everything is run through that account.

Q. Okay. Can you tell me, as you sit here today, what those expenses were?

A. The salaries would be at least between 10 and 12,000.

Q. Okay.

THE COURT: What are you looking at, sir?

THE WITNESS: I'm looking at the bank account statement, Wells Fargo Bank account statement, for my office. This is attached to the monthly operating report, the December one.

THE COURT: Okay.

BY MS. KUNG:

Q. Okay. And so you're looking at December to figure out kind of to reverse engineer what your expenses were in November at the time that this Schedule J was filed; correct?

A. Well, it would give you an idea of what the offices expenses are.

Q. Okay. So 10 to 12,000 in salaries?

A. Uh-huh.

Q. You weren't paying your mortgage or any rent; correct?

A. No rent, no.

Q. Okay. Because the building has been foreclosed; correct?

A. Well, it wasn't foreclosed at the time, but it has since been foreclosed.

Q. Okay. What made -- So you've accounted to approximately 10 to 12,000 for salaries. What about the remaining 14?

A. If you look through the statement, we do a lot of filing with the courts, and there are filing fees. And they are going to range anywhere from $3.50 to --

THE COURT: Sir, point them out to us by date --

THE WITNESS: I'm sorry.

THE COURT: -- and item.

THE WITNESS: Let's see. 12-27, let's see, Nevada Court, 12-27 entries, you see the $3.50.

BY MS. KUNG:

Q. I do. I see three entries for $3.50.

A. Okay. And then --

Q. That's the state court filing fee for uploading any document; correct?

A. Uh-huh. And then, let me show you the other ones.

Q. I'll represent to you that in the statement that you're looking at for December, the total withdrawals was $18,882, which is far less than $26,000 in expenses --

A. I understand that.

Q. -- that you were saying.

A. And that's because the -- the figure you are looking at was based on the, I believe, the September expenses, and I don't have that statement.

Q. Okay.

A. And if I had it, you would see a lot of court filings in the amount of 250, 304.

MR. SCHWARTZ: If I may --

THE WITNESS: We do a lot of filings in

R.S. PAGE147

December.

MR. SCHWARTZ: And if I may, Your Honor, when you get through an I and J an individual filing, you actually -- it's an aggregate of the last six months. So why there wouldn't be a detailed statement at some level, why it's hard to do in this particular case is there was an analysis of the last six months of payments, and so it's actually an average.

THE COURT: Done by whom?

MR. SCHWARTZ: It would be done by my office, Your Honor. There's the -- if you look at the means test, if go through that or the filing, the best case software has you put in the six months worth of numbers, and then it gives you -- it spits out an average.

THE COURT: Okay. Thanks.

Go ahead, Counsel.

BY MS. KUNG:

Q. Okay. So is it -- is your testimony what your counsel said that this is most likely a six-month average of your expenses for six months prior to filing?

A. I would think so because they compiled the report, so they probably took an average.

Q. Okay. Could you tell me other than

salaries and filing fees, what other office expenses that you had that led you to have an average of $26,000 a month over the last six months prior to filing?

A. We have office supplies.

Q. Okay. And ballpark of how much is that monthly?

A. Excuse me?

Q. What's a ballpark of how much office supplies are in an average month?

A. It -- it just depends on the month with that. It would range anywhere from a few hundred to may be a thousand dollars, but we just brought two computers because our computers are shot. So it just depends on the month. Now, part of --

THE COURT: Did you buy any computers in the six months preceding the filing of your bankruptcy?

THE WITNESS: No, Your Honor.

THE COURT: Go ahead.

MS. KUNG: So what --

THE WITNESS: As a part of those expenses, I think it's is kind of the --

THE COURT: There is no question pending, sir.

MS. KUNG: Thank you.

Q. So other than the salaries, the filing

R.S. PAGE148

fees, the office supplies that range from a hundred to a thousand dollars, the occasional new computers, what else would comprise of your office expenses?

A. My draws.

Q. Your draws?

A. Uh-huh.

Q. So you do not take a salary?

A. No.

Q. And you just list it as a draw?

A. Yes. I run my personal expenses through the operating account. They usually average about 9,000 to $10,000.

Q. Okay. You run all of your personal expenses through the operating account? That's what you --

A. Most of them.

Q. Yet you're saying that you believe for bankruptcy purposes the business was a completely different animal and was not part of the bankruptcy? Is that what you testified to earlier or is that --

A. That's correct.

Q. -- argument of counsel?

Okay. So on the one hand you used it to pay all of your personal expenses, but on the other hand, you didn't believe it should be part of

the bankruptcy? Is that a fair statement?

A. That is correct. Because I considered the payment as salary for me. I could take the salary or I could do it the way I do it.

Q. Okay. So then when you list on your Schedule I, which is a page just -- the opposite side of the page that you're on, that your regular income from operation of business is $34,599?

THE COURT: I'm sorry. Where are we?

MS. KUNG: We're on Schedule I on page 29 of Exhibit 2, the flip side of the page that Your Honor is looking at, one page previous.

THE COURT: I'm not quite sure where you are looking at now.

MS. KUNG: Line item No. 7, regular income from operation of business or profession, again it references attached detail statement that eventually was provided.

THE COURT: I'm sorry. Go ahead.

BY MS. KUNG:

Q. So, Mr. Agwara, that says that your income from your business was $34,599.

Do you see that?

A. I see that.

Q. Okay. Then here on the next page it

R.S. PAGE149

says that your expenses were 26,088.
Do you see that?
A. Yes.
Q. So there is roughly like a $9,000 difference?
A. Yes.
Q. You're saying that that difference was not draw or anything else?
A. No, no, no. It stays -- let me explain this.
If you look at the operating account --
Q. Uh-huh.
A. -- any money that goes into that account is income to my office.
Q. Okay.
A. So for that month -- the month that this report was based on, okay, it was 34,000 and change. Okay. What was spent out of that was 26,000 and change. So whatever was left would stay there. We carry it to the next month.
Q. Okay. But see that 9,000 that you didn't spend would be considered profit, right, for that month because you didn't spend it?
A. That's --
Q. Profit is income?

A. Well --
Q. Let me just get to my question. So my question is: There is a $9,000 missing amount between these two pages. You say that your draw is roughly $9,000 a month. You're saying your draw comes from this $26,000 amount?
A. That's correct.
Q. Okay. So if that's the case, then how do you explain the difference between your income and expenses? Where is that extra $9,000 going?
A. It's --
Q. Because you're taking the $9,000 draw and making a $9,000 profit?
THE COURT: Let me him answer the question. You've asked it about four times.
MS. KUNG: I'm sorry.
THE WITNESS: It stays in the account.
I guess what happened is you can call a profit. Now if you look at maybe the following subsequent months, there are months where we spend more than we took in.
Now, I don't know if you would consider that a loss, but because of the money that was already in the account, that was carried over from the previous month, we don't run a negative.

R.S. PAGE150

So at the end of the year, we balance it out, but we learn if we made money or if we didn't.

Q. Okay. So your position then is your $9,000 draw definitely comes from this line item No. 16 on page 30 of Exhibit 1 out of that expenses of 26,088?

MR. SCHWARTZ: Asked and answered.

THE WITNESS: Yes.

BY MR. KUNG:

Q. Okay. I asked you about your mortgage payment at our 2004 Exam; correct?

A. Yes. And your partner also asked about it last week at the 341.

Q. And your testimony was, I believe, you've only paid that mortgage payment of $3,516.03 approximately three times since 2009; is that correct?

A. I believe that is correct.

Q. And I believe you testified that you definitely did not pay it either the month you filed or the month before you filed; correct?

A. I haven't paid it since I filed, you're correct.

Q. Now, I'm talking about at the time that

you filed in September, I asked you had you paid this mortgage payment in September. My recollection is your testimony was no.

Does that sound right?

A. I don't believe I paid it in September.

Q. Okay. And then I asked you what about the month or two before, did you pay it then, and I believe your testimony was also no; correct?

A. That's not correct.

Q. Okay.

THE COURT: When is the last time you paid the mortgage payment?

THE WITNESS: You know, there were three trial --

THE COURT: Answer my question. When is the last time --

THE WITNESS: I don't remember.

THE COURT: -- you paid the mortgage payments?

THE WITNESS: I don't remember.

THE COURT: Was it a year ago?

THE WITNESS: No.

THE COURT: Was it two years ago?

THE WITNESS: No, no, no. It's less than a year ago.

THE COURT: Was it six months ago?

R.S. PAGE151

THE WITNESS: In the summer of last year when I was doing the modification, those were trial payments.
THE COURT: And those were 3,516.03?
THE WITNESS: I remember it was 3,500 and something.
THE COURT: And did you get your loan modification?
THE WITNESS: Yes, Your Honor.
THE COURT: And you have not paid on it since?
THE WITNESS: No, because I filed. I filed right after it was approved.
THE COURT: And you've not paid during the course of the bankruptcy?
THE WITNESS: No, Your Honor.
BY MS. KUNG:
Q. What is your modified payment amount?
A. Well, because it has -- I don't know what it is right now. It was 35 and change, 3,500 and change.
Q. So that would have --
THE COURT: That's the modified amount?
THE WITNESS: Yes, Your Honor.
THE COURT: Okay.
///

BY MS. KUNG:
Q. What was your payment before the modified amount?
A. It depends on the period.
Q. What was the last payment before it changed?
MR. SCHWARTZ: Objection, Your Honor. If she could be specific to times.
THE WITNESS: Are we talking --
THE COURT: When did you pay your last full payment under the terms of your mortgage?
THE WITNESS: October 2009, I believe.
THE COURT: What was the payment you made?
THE WITNESS: I think it was 3,000 something. It was only principal and interest -- I mean interest only.
THE COURT: And how much was the interest payment?
THE WITNESS: I believe it was 3,500, around there.
THE COURT: And is your current payment principal and interest both?
THE WITNESS: Yes.
THE COURT: Okay.
THE WITNESS: And it actually includes

R.S. PAGE152

insurance and property tax also.

THE COURT: So the last time you made a regular payment was about the same as this payment, but this one is more inclusive and it's amortizing and includes some insurance; correct?

THE WITNESS: That's correct, Your Honor.

THE COURT: Okay. Does that answer your question?

MS. KUNG: It does, Your Honor. Thank you.

Q. So if we go back to Exhibit 1, which was your monthly operating report, Docket No. 135, for month ending December 31st, 2013, if you go to page 4 on that document.

THE COURT: I'm sorry. What page 4 on what document?

MS. KUNG: The monthly operating report for December, Docket No. 135 marked as Exhibit A to our proceedings here today. Exhibit 1. I apologize.

THE COURT: And while he's looking for that, what is your preference with respect do you want to break at lunch? Do you want to work through the noon hour?

MR. AGELAKOPOULOS: Well, if it pleases the court for the Office of the United States Trustee, as far as cross-examination, we're happy to work through

lunch. As far as putting on our case in chief, we're going to profer the testimony of the D.A. Clarke Finneran, and to the extent he needs to be available for cross-examination, if we are at our case in chief, then we may need to break if Mr. Finneran needs to step out, but as far as cross-examination, I can work through.

MS. KUNG: Your Honor, if we're not leaving -- breaking early today for a family emergency which --

MR. AGELAKOPOULOS: We are not. I have the day.

THE COURT: Okay.

MS. KUNG: Then I would love to eat, Your Honor.

THE COURT: Okay. So I have a conference call I'm supposed to participate in at noon. So why don't we break just a few minutes before noon, and then can we come back at 1:00 because I think this is going to be a fairly long day.

THE WITNESS: Your Honor, can I ask a question.

I have -- I wasn't aware there was going to be testimony given today, so I didn't make arrangements.

THE COURT: You can call your office during

R.S. PAGE153

the noon hour and make arrangements.
THE WITNESS: That's what I'm saying, to clear my calendar and talk to people.
THE COURT: You can call during the noon hour and make arrangements to clear your calendar because you're going to be here.
THE WITNESS: That's fine.
BY MS. KUNG:
Q. So we're back to Exhibit 1, page 4 of 9 on Docket No. 135, Mr. Agwara, and I'm looking at line No. 34 where it says, "Miscellaneous expenses" for $8,166.
Please let know when you've had an opportunity to review that.
A. What is the line number?
THE COURT: 34.
MS. KUNG: 34.
THE WITNESS: The monthly operating report, that's not what I show.
BY MS. KUNG:
Q. Are you looking at --
A. This is December --
Q. Correct.
A. -- 2013; correct?
THE COURT: Right.

BY MS. KUNG:
Q. Page 4 of 9, it says on the top, about three quarters, maybe 75 percent of the way down on page 4.
A. Okay. What's the question?
Q. You have a miscellaneous expense of $8,166 with no details. Can you tell me what that was for?
A. No. Because this form was put together by my counsel's office. Like I told your colleague at the 341, I filled out a different form that was itemized, and they used it to collapse. This is a collapsed category. So I don't know what they included in it.
Q. Okay. It also says "Total Cash Disbursements" on this document at $22,873.
Do you see that?
A. Yes.
Q. But on your bank account statement, the total withdrawals and debits only came up to $10,822.85.
Do you see that?
A. I see that.
Q. Can you account for that difference?
A. That's the cash from the rental

properties.

Q. So you are not depositing cash from the rental properties into your Wells Fargo account?

A. Well, it depends on the month. I told you I am doing that now.

Q. Okay. So back then you were just putting it in your pocket?

A. I was paying expenses with them, too.

Q. Okay. Which expenses on the document marked as Exhibit 1 that you're looking at, which ones of these expenses did you pay for in cash?

A. Let's see. These would be expenses paid through the account. I don't think I listed any that were paid with cash.

Q. Okay. But you say on this statement that you paid out more money than you paid out on the bank account statement attached to it. Right. There is a shortfall of, about 18, 19, $4,000 is missing.

According to your statement cash receipts and disbursements, you spent $4,000 more than is evidenced by your checking account; correct?

A. That's correct.

Q. Okay. So then that $4,000 would have been the money that you collected from rents; correct?

A. Yes.

Q. Okay. So my question is: Of these expenses listed, what $4,000 worth of expenses did you pay in cash?

A. If I recall my answer was I don't think I listed those expenses here.

THE COURT: Can you take a careful look at this form and say or tell me where it says you don't have to include cash payments?

THE WITNESS: It doesn't, Your Honor.

THE COURT: Okay. Why didn't you report it?

THE WITNESS: Because I didn't know I had to.

THE COURT: Where on this form does it say you don't have to report cash expenses?

THE WITNESS: The form does not say that, Your Honor.

THE COURT: So where did you come to the conclusion that you don't have to report cash expenses?

MR. SCHWARTZ: If I may, Your Honor.

THE COURT: No. Just a minute.

Answer my question, sir.

THE WITNESS: At the time I did not believe I had to, Your Honor.

THE COURT: On what --

R.S. PAGE155

THE WITNESS: I'm not a bankruptcy attorney.
THE COURT: On what basis?
THE WITNESS: I'm sorry?
THE COURT: On what basis? See where it says it's the statement of cash receipts and disbursements. Do you see that, right on the top of page in bold?
THE WITNESS: What page are you looking at, Your Honor?
THE COURT: I'm looking at 4 of 9 right at the top in relatively bold letters, "Statement of cash receipts and disbursements."
Do you see that?
THE WITNESS: Yes.
THE COURT: Then it says, "increase, decrease, and cash and cash equivalence," do you see that?
THE WITNESS: Increase, I see the rent/lease is collected.
THE COURT: What were you confused about by the use of the term "cash"?
THE WITNESS: Your Honor, I'm confused. It's reported here how much cash came in.
I don't understand the question.
THE COURT: You're not -- you told us -- you just told us that $4,000 in cash wasn't reported

there?
THE WITNESS: But it is reported here.
THE COURT: Where?
THE WITNESS: Page 4 of 9 where it shows cash receipts, top page.
THE COURT: Okay. But then you said well --
MS. KUNG: He didn't deposit it into his operating account.
THE COURT: You didn't deposit it into your operating account?
THE WITNESS: That's correct.
THE COURT: And the disbursements exceed that, so is that what it is?
THE WITNESS: Yes, Your Honor.
THE COURT: Okay. Go ahead.
BY MS. KUNG:
Q. But you can't tell me as you sit here today which expenses out of the expenses listed here you paid for in cash; correct?
A. No, I can't.
Q. Okay. Line item No. 17 is "interest paid" for $569.
Can you tell me what interest you paid?
A. That's not interest. That's homeowner's association fees.

R.S. PAGE156

Q. Okay. You'll agree it's in the line that says "interest paid"; correct?
A. I told you I didn't fill out this form. I filled out a different one.
Q. I understand that. My question is: You'll agree that it's in the line item that says "interest paid"; correct?
A. It is what it is.
Q. You have a cash outflow listed as personal for $2,657.
Do you see that?
A. Where are you referring to?
THE COURT: Line 33.
THE WITNESS: Yes, I see that.
BY MS. KUNG:
Q. Can you please tell me what those expenses are for.
A. I'm going to try to explain what my personal expenses are because I wrote them out on the form I told you I filled out.
And I don't know what was included in this category that was collapsed. So if you want to ask me what my personal expenses are, I'll be happy to tell you.
Q. Well, I'd like for you to account for

at least for the most part of 26,570 -- $2,657 that you're listing as personal expenses. What are they for?
You're not paying a mortgage payment; right?
MR. SCHWARTZ: Objection, Your Honor. It's compound, asked and answered. The witness has said he can testify what his expenses are, just not how we broke it out.
THE COURT: And I think she just asked him to do that.
What are your personal expenses?
THE WITNESS: Court's indulgence.
THE COURT: Certainly.
THE WITNESS: There is $1,040 in child support.
BY MS. KUNG:
Q. You're paying child support to?
A. I have a daughter.
Q. You have a daughter?
A. Yes.
Q. And where is -- I'm sorry. Where is that daughter?
A. She's here in Las Vegas.
Q. Okay. And her age?

R.S. PAGE157

A. She will be two in May.
THE COURT: Two?
THE WITNESS: Yes, Your Honor.
BY MS. KUNG:
Q. And she was not listed as a dependent, correct, on your petition?
A. I don't know. I didn't fill out a petition, but I did not have to list dependent.
You want me to continue with personal expenses?
THE COURT: Yes, please.
MS. KUNG: Please.
THE WITNESS: Okay. I eat out a lot because I don't know how to cook. So I would say I spend about 150 a week.
On gas for the two cars, that's going to be another 150 a week.
BY MS. KUNG:
Q. I'm sorry. You fill both cars?
A. What do you mean I fill both cars?
Q. When you say gas for two cars, are you driving two cars?
A. Depends on the day, yes. I don't drive them at the same time.
Q. Okay. And how often do you fill up the

gas tank for each vehicle per month?
A. Once a week.
Q. So you fill each car's tank once a week?
A. Yes.
Q. Okay. And one is the Bentley; correct?
A. That's correct.
Q. And what is the other vehicle?
A. It's 2003 Range Rover.
Q. Okay. Any other expenses that you paid -- and all of this, do you know if you paid cash for this or if you paid this out of your operating account?
A. Gas is always cash because it's how you get the cheap gas.
Q. Okay. So when I see a charge for debit card Simple Mobile?
A. That's my cell phone.
Q. Okay. That's not gas. Got it. Okay.
And I'm looking at your Schedule I where it asks you to list any other relationships and dependents, and you have none listed.
So your two-year-old daughter was not previously listed; correct?
A. I don't believe she was.

R.S. PAGE158

Q. Okay. Do you have a court order requiring you to pay the 1,400 a month in child support?
A. I did not say "1,400," Counselor. I said 1,040.
Q. I'm sorry. A 1,040.
Is there a court order that requires you to pay that?
A. No.
Q. Okay. And it's also not listed as one of your expenses on Schedule I to your petition; correct?
A. I don't know.
THE COURT: Take a look.
MS. KUNG: Oh, I'm sorry. It is right here, 1,040.
THE WITNESS: Okay.
BY MS. KUNG:
Q. So you have it as alimony.
So this was your maintenance and support to others; correct?
A. That's what it says.
Q. But there is no court order?
A. No.
Q. Okay. Is that roughly -- let's see a

thousand, how much gas do you spend -- I know that you said one tank per car per week.
What is the dollar value on that?
A. I believe I testified to about 150 to $200 a week.
Q. A week. So roughly 800, 600, 800. Okay.
And your eating expenses.
Then with regards to your miscellaneous expenses from the business, there is no overlap, none of this is recurring?
A. I don't believe so.
Q. Okay. Because you testified you run all of your personal expenses through the business, so I just want to make sure.
A. Well, things like insurance, insurance for the houses. I believe there are six or seven houses that I pay insurance for.
Q. And that's run through the business?
A. That's correct.
Q. Okay. And looking at your bank statement for the month of December, I see that there was only one deposit for $12,115.98?
A. That's correct.
Q. Was that transferred from the trust

R.S. PAGE159

account?
A. As I sit here, I'm not sure. Most likely it is. It would be a check.
Q. So you took in no new business or no new money in December?
A. No. And December we usually work half the time because I'm gone into Africa so we've done -- the last two weeks we don't do much if anything.
Q. How long were you in Africa in December?
A. Probably a couple of weeks.
Q. How do you pay for your travel expenses to Africa?
A. Usually goes through the account.
Q. I'll represent to you that I've looked through all of your accounts --
THE INTERPRETER: That would be the business account, sir?
THE WITNESS: Yes, sir.
THE COURT: Okay.
BY MS. KUNG:
Q. Can you show me in your December, you have that in front of you, can you show me where your airline ticket was or any travel expenses to Africa? And perhaps I missed it, but I've been looking for

your travel expenses, and I've been unable to locate them.
How much is airfare?
A. Let me answer your question, Counselor. Okay. On 12-26 do you see that, the first entry for 12-26.
Q. Got it.
A. Okay. It's a Delta ticket for $73.
Q. You didn't go to Georgia on that one?
A. That's how I get to Nigeria. I go from here to Georgia.
And then if you look down two entries later on the same date --
Q. Uh-huh.
A. -- there's a charge, Delta Air for $477.90. It's a round trip ticket to Nigeria.
Q. Okay. So your round trip ticket to Nigeria is roughly $600?
A. It's 500 and change.
Q. Okay. So you didn't leave for Nigeria until December 26? I mean you didn't buy your ticket until December 26; correct?
A. That's correct.
Q. Okay. So when you say you were gone for two weeks in December, by the time you left there

R.S. PAGE160

was only five days left in the month of December; correct?

A. This is the first December I left that late. Normally, I leave during the second week.

Q. You left in the second week of December?

A. I said normally --

Q. Okay.

A. -- that I would leave and I go to Nigeria every December.

Q. Okay. So --

THE COURT: Okay. We're going to stop here. We'll be back at 1:00.

Were you able to find the documents that were not located earlier?

MS. KUNG: The bank statements of February 28th emails.

MR. SCHWARTZ: 21st.

MS. KUNG: February 21st email.

MR. SCHWARTZ: Both of you.

MS. KUNG: We'll resolve it over lunch, Your Honor.

THE COURT: Okay. Thanks.

MS. KUNG: We don't want to hold you any longer.

THE COURT: We'll be in recess.

MR. AGELAKOPOULOS: Your Honor --

THE COURT: Yes, sir.

MR. AGELAKOPOULOS: Again, for the record, this is Anthanasios Agelakopoulos, the U.S. Trustee Office.

Although we are not the ones exactly cross-examining Mr. Agwara at this point, just so the witness is aware, is the rule of sequestration in effect with respect to discussing his testimony while he's on cross-examination, just so the witness understands what the ground rules are.

I'm asking. I'm not invoking it. I'm not asking for it to be invoked. I'm just asking what are the ground rules.

THE COURT: It's invoked. The rule is invoked.

MR. AGELAKOPOULOS: Okay. Thank you, Your Honor.

MS. KUNG: Thank you, Your Honor.

THE COURT: Thank you.

THE CLERK: All rise.

(Whereupon a luncheon recess was taken.)

R.S. PAGE161

LAS VEGAS, NEVADA

WEDNESDAY, APRIL 2, 2014; 1:10 P.M.

-oOo-

THE CLERK: Bankruptcy Court is back in session.

THE COURT: Good afternoon. Please be seated.

Mr. Agwara, you are still under oath.

Please proceed.

MS. KUNG: Thank you, Your Honor.

If it please the court, I just wanted to give you a little lay of the land so that you kind of know what we're going to do.

THE COURT: Sure.

MS. KUNG: I'm going go ahead and finish up with this monthly operating report. I'm not going to delve into the other two because I believe the court has a fair gist of what my arguments are and the same stand for all the operating reports.

After that I'm going to provide by way of exhibit another copy of our supplement to our motion opposition to motion to dismiss. I'm going to ask that we use that as evidence because of the exhibits attached. It was far too cumbersome to try to recreate those exhibits. So I brought copies of

just the supplements, so that we'll be using those, referencing those, and then I'm going to finish by going through a few more inaccuracies in the petition.

THE COURT: Okay.

MS. KUNG: So I anticipate that will take about an hour.

I also wanted to clarify for the court that we did receive the email. I apologize. We did receive an email from counsel's paralegal dated February 21st with trust account statements through January 31st of 2013.

THE COURT: Okay. And do those show the decrease in the amount of the value by $200,000?

MS. KUNG: Only a hundred thousand. So the last statement I have which will also have some exhibits, and I brought copies here, the ending balance was 300,000 -- 303,682.98.

So the additional $100,000 increase must have been in February which we have not yet seen that statement.

THE COURT: You should inquire of this witness what happened to it.

MS. KUNG: Absolutely, Your Honor.

THE COURT: Thank you.

R.S. PAGE162

MS. KUNG: Thank you.
THE COURT: So go ahead.
BY MS. KUNG:
Q. Okay. So, Mr. Agwara, we're still looking at your monthly operating report that was for the month of December, which is Exhibit 1 to these proceedings, and I think we were talking about what the office or the miscellaneous expenses were for $8,166. We have already gone through your personal expenses of 2,657. So I'd like you to concentrate just on what is in this line item for 8,166.
A. Court's indulgence.
Now, before I give you what I have here, I don't know what was put in that category. Okay. But I did fill out a form similar to what you have, and then they used it to create your report.
If you look at the bank account statement for that month -- let's see. We are talking about December; right?
Q. We are on December, correct.
A. Starting from December the 2nd, you see entries such as Dish Network which -- excuse me.
THE COURT: Point us to the ones you're talking about by date, please.
THE WITNESS: Page 6 of 9.

THE COURT: Okay. By the check date, however, is what I'm talking about.
THE WITNESS: I am sorry. I didn't understand that.
THE COURT: Well, you referred to something as Dish Network. There's about 20 entries or 30 entries on this page.
THE WITNESS: All right.
THE COURT: So refer to the date where --
THE WITNESS: Oh, okay.
THE COURT: -- it says to the left 12/2, include those dates.
THE WITNESS: Yes. December 2nd, 12/2, that's Auto Dish, okay, that's for the TV --
THE COURT: Hold on.
THE WITNESS: -- in the office.
THE COURT: Okay.
THE WITNESS: Okay. Following that is MC Town Square, that looks like lunch.
BY MS. KUNG:
Q. AMC is a movie theater. Was it a movie.
A. Probably.
Q. Okay.
A. There is another AMC there for $18.

R.S. PAGE163

It's probably for popcorn and --
Q. Okay. So --
A. Main Street Station, that would be lunch.
Q. Why would these amounts be under miscellaneous as opposed to personal?
I would think a movie would be a personal under your miscellaneous category for $2,657 for personal, would it not?
A. And it probably is.
But what I'm trying to do here is identify -- let me do this. Can I?
If you want me to separate business from personal, okay, because everything goes through the account, okay. Let me -- just stay with me here.
On December 10th --
Q. The concern I have, Mr. Agwara, is $4,000 more than what was paid out of the account was paid out according to your disbursement sheet, right, and I think we established that that was money that you received in rents and that you paid some bills in cash; right?
A. That's correct.
Q. And I'm on board with that.
What I'm trying to get to is of this

$8,166, what was it for? I can't dispute any amounts that you spent if I don't know what they are.
A. Okay.
Q. So it may not be accounted for in your bank statements since there is $4,000 worth of cash that you used on stuff that I don't know what you used it on.
Does that make sense?
A. No, it doesn't. We're not discussing cash here. Okay. The miscellaneous you're talking about, if it's business expense, it will be reflected in the bank statement.
Q. Okay.
A. The reason I'm holding this up is this is what I --
THE COURT: Tell us what it is. Well, let's make a copy for everybody.
MS. KUNG: Everybody has a copy, Your Honor.
THE WITNESS: I think we did, Your Honor.
MS. KUNG: This was a document presented by counsel --
THE COURT: Oh, I have one too. Sorry. Thank you.
MS. KUNG: -- that we have not yet moved in to an exhibit. I believe he was going to do that on his

R.S. PAGE164

direct. This was a sample worksheet I understand that he provides to his client.

The reason I --

THE WITNESS: Let me tell you what it is, please.

MS. KUNG: -- don't think it's not relevant at this point to my line of questioning is --

THE COURT: Okay.

MS. KUNG: -- it's for the month of February.

THE COURT: Answer her questions.

BY MS. KUNG:

Q. Okay. So, Mr. Agwara, I understand the worksheet that you did. Your counsel explained that to me, and it's done in the ordinary course, I understand that.

But what I'm asking you here for today is you own a law practice. You've been running that for several years. It's a sole proprietorship. You alone sign checks for the business.

So I'm asking you when you provided information to your attorney that ended up in a line item of $8,166 as miscellaneous expenses, what that was for.

You don't have tell me every single dollar, but you can give me the categories of it

would have been for.

A. I understand, ma'am. And I was trying to do that from the operating account, okay.

But also let me profess my answer by saying whatever was collapsed in that category that came out to 8,000 something --

Q. Uh-huh.

A. -- because I don't have this form that I filled out, I don't know what they included in that 8,000. Okay.

Now --

Q. But--

A. Let me -- I'm sorry. Go ahead.

Q. I'll represent to you on your form here almost everything else is accounted for. On the form that we're, I guess, we'll move this in as an exhibit as Exhibit 3.

MR. SCHWARTZ: Sure.

BY MS. KUNG:

Q. Exhibit 3, the items listed on here are utilities, which is on your monthly operating report which is taxes, which is on your operating report, your HOA dues, which is already on your operating report.

Insurance, I did not see a line item

R.S. PAGE165

for that.
A. Because it's not. I'm sure it's included in the miscellaneous. That's what I'm trying to tell you.
MS. KUNG: Okay --
THE WITNESS: If I had the form --
BY MS. KUNG:
Q. -- which is fine, so we'll say miscellaneous is insurance.
And then you also have court filing fees which we can assume is miscellaneous; right?
Personal, there is a line item for personal on the monthly operating report.
Grocery, I'm assuming that you already said that that wasn't personal; right?
A. That's correct.
Q. Entertainment, I'm assuming that's in personal; correct?
A. Well, that depends. If I take some chiropractors out so I can generate business, that would not be personal.
Q. And that would be in the miscellaneous?
A. Yes.
Q. Okay. And then staff salary; correct?
A. That's correct.

Q. Okay. So for the record then, it would be your testimony -- well, staff salary is also accounted for on your monthly operating report as salaries and commissions, less employee withholding.
So that would not be in there; correct?
A. That's correct.
Q. So what I'm left with by looking at the worksheet marked as Exhibit 3 to these proceedings is that your miscellaneous line item is comprised of potentially insurance and court filing fees and perhaps some meals for business related?
A. Ma'am, first of all, the worksheet is -- this is for February 2014. If I had this for 2013 December, I would explain every single thing that you are talking about.
Q. Did the January monthly operating report worksheet have categories that were different than this, or was this a standardized form with the same categories every month?
A. No. What happens is, say, for example, if -- insurance is paid. Okay. I pay three months at a time. Okay. The property insurance policies are paid twice a year. If they become due in January.
Okay. Or even receives a higher bill

R.S. PAGE166

than I'm paying, then what I would pay out, say, in March. So that's why it's important that I have what I filled out. That's what I'm trying to tell you.

THE COURT: Why don't you have it?

THE WITNESS: I'm sorry, Your Honor.

THE COURT: Why don't you have it?

THE WITNESS: Well, counsel was trying to get his office to at least email it so that we can all have it. The only one I found because I had to run to my office was this most recent one, the February one.

MS. KUNG: Because I have the same questions for every monthly operating report, I think what I will do is simply just reference the February operating report which is in line with this worksheet, and we can address the same issues because they are --

THE WITNESS: That's fine. Let's do that.

MS. KUNG: -- throughout. Okay?

So the February monthly operating report which does not have a docket number stamped, I apologize, I believe everybody has a copy of that.

THE COURT: That will be Exhibit 4, dated 2-18-14, month ending 2-18-14. Is that correct?

THE WITNESS: I have it, Your Honor.

MS. KUNG: It is, Your Honor. Thank you.

THE COURT: Do you want to admit your other three exhibits?

MR. SCHWARTZ: No objection.

THE COURT: Admitted.

MS. KUNG: Thank you, Your Honor.

That was our three monthly operating reports?

MR. SCHWARTZ: I think --

THE COURT: We'll mark the other one.

MS. KUNG: And then Mr. Schwartz's document.

THE COURT: We'll mark the other one as 5.

MS. KUNG: Okay.

MR. SCHWARTZ: I believe Exhibit 1 where we said at the moment is the first December report; Exhibit 2 is the trustee's docket 20, which is the --

THE COURT: Right.

MR. SCHWARTZ: -- petition; Exhibit 3 then is the worksheet; and 4 will be the February monthly operating report.

MS. KUNG: Yes.

THE COURT: And 5 out of order is the January one.

THE CLERK: Yes, Your Honor.

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R.S. PAGE167

BY MS. KUNG:

Q. Okay. So, Mr. Agwara, if you take a look at Exhibit 4, which is the monthly operating report ending February 28, 2014, and if you'll turn to the fourth page on that, you'll see a sheet similar to the one that we were just discussing?

A. Yes.

Q. So now that you have your worksheet in front of you, can you please tell me what the line item on this one, the line item amount is 5,377. Can you tell me -- from personal on line 33, can you tell me what that amount is comprised of?

A. That would include the child support payment.

Q. Is that on your sheet here?

A. Excuse me?

Q. The child support payment for $1,040, is that on the monthly operating report worksheet as Exhibit 4?

A. I don't know, but you asked me what the personal expenses are, and I'm telling you.

THE COURT: I think she asked you to show you on Exhibit 3 what they were, so answer that part first.

THE WITNESS: No. What would I attach? I'm a

little confused.

BY MS. KUNG:

Q. Well, you testified earlier that your recollection of what is on the monthly operating report is based upon the worksheet provided to you by your counsel. So we shifted to the February one since you have the worksheet for the February one, and nowhere on here do I see support payment for 1,040.

So when you were telling that that is a number that has appeared on to your monthly operating report by virtue of the worksheet, I'm just confused as to where that is addressed in your worksheet.

A. It's not. It's part of the -- excuse me. That would part of the personal over here, but it's not here.

Q. Okay. So this monthly operating worksheet that's provided to you by your counsel, does that only address business and not personal?

A. That's correct.

Q. But then when we have things that say line item personal for $592 or grocery or entertainment, are those not considered personal?

A. They are.

Q. Okay. So then I'm confused once again,

R.S. PAGE168

Does this worksheet incorporate personal or not incorporate personal?

A. It does, but not all of it. And there is not enough category here as you can see.

Q. Okay. So when that happens, do you write someplace else so your counsel knows that there is another $1,040 that you're paying that is not accounted for on their worksheet?

A. I'm sure they do because -- this is a recurring expense every month, the $1,040.

Q. Okay. And that's the payment you made not pursuant to any court order but just because it's the right thing to do; correct?

A. Yes.

Q. Okay. So that's included in your personal for the month of February?

A. Yes.

Q. Okay.

A. That would be personal, yes.

Q. So that's leaves us about $4,300 and change.

A. Okay.

Q. What was the rest of that 4,300 and change?

A. The automobile. The gas.

Q. Okay. And those also are not on your worksheet; correct?

A. That's correct.

Q. Okay. Automobile, you're meaning your Bentley payment, or what do you mean by automobile"? You said "automobile" and "gas."

A. No, no, no. Buying gasoline.

Q. Okay. So you're talking about gas only?

A. Yes.

Q. And that was between six and 800 a month?

A. That's correct.

Q. Okay.

A. Cell phone bill.

Q. What's an approximate value of that for the month of February?

A. It's the same thing every month. It's $43.

Q. Okay. Is your automobile insurance and personal insurance included in that line item?

A. No.

There's several -- if you look at --

THE COURT: There's no question pending, sir.

THE WITNESS: I'm sorry, Your Honor.

R.S. PAGE169

MS. KUNG: I believe he was still trying to find the details of the remaining missing 3,800 and change ballpark.

THE WITNESS: That's correct.

BY MS. KUNG:

Q. He's accounted 4,040, plus 6 to 800 in gas, plus $43 for cell phone out of the $5,377 line item for personal expenses.

A. If you go down, there is a Wal-Mart expense, $115.61.

Q. Okay. Now are we looking at your worksheet, or are we looking at your bank statement?

A. Bank statement.

Q. Okay.

A. That's how I can tell a lot of these.

Q. Okay. So you're saying some purchases at Wal-Mart. And how much was your total purchases for Wal-Mart for the month of February?

A. I don't know, but I'm going line by line. That one line is $115.61.

THE COURT: At what line, what date? What is the date of that?

THE WITNESS: Your Honor, this is 2-6.

And on 2-7 there is a 289.54, that's a repair to the car to the Bentley.

BY MS. KUNG:

Q. Do you provide your counsel with a separate worksheet for any other expenses --

A. No.

Q. -- when you prepare --

Okay. So this monthly operating report document is the only document you prepared for your counsel in preparation of preparing the MOR that is filed with the court; correct?

A. Yes.

Q. Okay. So all these other expenses that you were addressing here are nowhere on this worksheet; correct?

A. No.

Q. So how would that information be provided to your attorney to incorporate onto your monthly operating report filed with the court?

A. I would round it up as other.

Q. But there is no -- okay. I mean there is a category here that says other, but above it it says "staff salary," which matches your monthly operating report for salaries/commissions.

So I don't see any other category that says "other" that itemizes any of those expenses that you're now bringing up to me with regards to gas,

automobile, repairs?

A. Well, they all are going to total the same thing, Counsel. The way I prepare this is I go through the same statement and go through and I identify what I consider personal and what I consider a business.

And like I said, I -- so I don't know exactly what they collapsed as personal and came up with 5,000. But --

Q. Okay.

A. -- when I go through this, what I do is I identify expenses that I think are personal and the ones I think are business related. Okay.

Most of the lunches are going to be business related.

Now, when they collapse them, they may put them as personal.

Q. Okay. Let's talk a little bit about the firm income for the month of February.

I see that there were three deposits, one on February 13th for $11,886, one on February 20th for $300, and one on February 27 for $19,662.

Do you see those?

A. Yes.

Q. Okay. Am I correct in assuming that

the 11,886 and 19,662 were transfers from trust accounts?

A. Yes.

Q. Okay. And the 300?

A. They weren't transfers. They were checks written to my office for money that was earned.

Q. Okay. And then -- so those were disbursements that were made in February; correct?

A. That's correct.

Q. So that the cases were complete, the clients came in to be paid, you issued payments; correct?

A. Yes.

Q. Okay. And then there was a $300 deposit. Was that from a client?

A. No. That was a check.

Q. Okay. And what was that a check for?

A. It was a check for some mortgage settlement that was sent to me that was, I'm assuming that was a class action for anyone that had a mortgage with Bank of America, they got a check.

Q. Okay. So that was not client related; correct?

A. No.

R.S. PAGE171

Q. Okay. So am I to assume then that you had no other clients pay you any retain -- any flat fees or any amounts that you would have deposited into your business account? You had no other income for the month of February?
A. No.
Q. Okay. When I took your 2004 Exam, did you testify that in February you took in about $2,000 in cash?
A. I think that would be March, not February.
Q. I'm almost positive --
A. That would be early March.
Q. Let me check the depo for the dates.
Okay. So did you take in any cash clients or any amounts of cash or other money in the month of February?
A. Other than the 2,000, maybe that we are talking about --
Q. Correct.
A. -- February or March?
No.
Q. Okay. And you worked the full month of February?
A. Yes.

Q. Did you have any new clients come in and retain you?
A. As I sit here, I don't recall because usually there will be accident clients, and those do not come in and pay us a retainer.
Q. When I took your 2004 Exam, you advised me that you also did immigration and some criminal law; correct?
A. That's correct.
Q. And I believe you advised me that they were typically flat fee clients that pay cash; correct?
A. The criminals, yes.
Q. Okay. And I believe you testified that you believe that that flat fee was nonrefundable and immediately earned once paid; correct?
A. No. I said it's earned as soon as we put in the first minute of work.
Q. Okay. That the entire flat fee; correct?
A. That's my belief, yes.
Q. And then I believe your position was because it was earned the minute you put in the first minute of work that that money did not need to go into your trust account, that you would either just

R.S. PAGE172

hold it and spend it; correct?
A. That's my belief, yes. That's what I testified to.
Q. Okay. And were there any of those that were flat fee cash paying clients for February?
A. Other than the 2,000, whether it was February or March, that's the only money.
Q. Okay. What about in January or December the previous year?
A. No.
Q. So you didn't take in any cash clients for December of 2013 or January -- bless you, Your Honor, or January of 2014; correct?
A. No.
Q. Okay. But had you, you would have just kept the money; correct?
A. As soon as we earned it, yeah. If we didn't earn it, I would have to put it in the trust.
Q. Okay. Did you ever deposit any of those in trust?
A. What do you mean "ever"?
Q. Within the last five years, have you deposited any flat fee for immigration or criminal in trust?
A. As I sit here, I don't recall. It's

possible that I had.
Q. Okay. What I'm going to ask you to take a look at now -- may I approach, Your Honor.
THE COURT: Yes, you may.
MS. KUNG: This is going to be --
THE COURT: Have you shown it to opposing counsel?
MS. KUNG: Do you have a copy of the supplement? You should have -- it's our supplement.
MR. SCHWARTZ: I do, but do you have a copy of what you want to use for today. Just to make sure it's the same.
MS. KUNG: Yeah, but I'd like to give to -- but we didn't have time --
MR. SCHWARTZ: If that's what it is, absolutely.
THE COURT: We're good at copies if you need copies made.
MS. KUNG: They were voluminous. So we hit copy as fast as we could on our lunch break, but we made a few. So I believe since this is part of the motion being argued here today, counsel has a copy, I believe.
MR. SCHWARTZ: I'm not going to tell you that I know it's the same as the copy presented.

R.S. PAGE173

THE COURT: Let's just make a copy.
MS. KUNG: Okay.
THE COURT: How many do we need?
MS. KUNG: Two.
MR. SCHWARTZ: I'll work off of what I have, Your Honor, and that part, we don't need -- we can save some trees if we can --
THE COURT: Sure.
MR. SCHWARTZ: -- and I'm happy to try to work off of what I have.
MS. KUNG: It's Docket 151. Here's one for the judge.
THE CLERK: Okay. Are you going to make this an exhibit?
THE COURT: Yeah.
MS. KUNG: Yes, this would be Exhibit 6, I believe.
MR. SCHWARTZ: Yes.
MS. KUNG: I have my copy if you want it too.
MR. SCHWARTZ: I'll go through this if -- I don't know if yours is the same as mine.
THE COURT: Six.
MS. KUNG: Total pages would be Exhibit --
MR. SCHWARTZ: My copies are (inaudible).
///

BY MS. KUNG:
Q. Mr. Agwara, I'd just like you to just start with Exhibit A, which is on Page 14.
THE COURT: Exhibit A through Exhibit 6.
MS. KUNG: Correct.
And I apologize. Because these copies were enlarged, they're difficult to read.
THE COURT: It's the something collection; is that correct?
MS. KUNG: The Tuscany Collection.
THE COURT: Tuscany.
MS. KUNG: Correct, Your Honor.
Check No. 3028 or $17,072.12.
THE WITNESS: Okay.
BY MS. KUNG:
Q. Mr. Agwara --
THE COURT: What's the date? 7 something 13?
MS. KUNG: It looks 7-5-13.
Q. Mr. Agwara, have you seen this check before?
A. Yes.
Q. Okay. We discussed this at your 2004 Exam; correct?
A. Yes.
Q. And this was to the Tuscany

R.S. PAGE174

Collection; correct?
A. Yes.
Q. Okay. And this was for improvements on your -- is it your condominium or your residence?
A. No. This was for --
Q. High View; right?
A. First of all, the check was written on behalf of Town Co Construction, which was a client. They were doing work. Town Co was the general contractor.
Q. Let me clarify this. Town Co was not actually a client of yours, was he?
A. Yes.
Q. He was?
A. Yes.
Q. In what capacity were you his attorney?
A. There were --
Q. Did you -- Let me strike that question. Was Town Co a contractor that you had hired to do work?
A. Yes.
Q. So does that refresh your recollection as to whether or not Town Co was, in fact, a client of yours?
A. Town Co was a client.

Q. Okay.
A. But --
Q. Unrelated to this; correct?
A. Okay, yes.
Q. So to bring the court up to speed, back in 2013 you had some flood damage to your condominium?
A. No, to the --
Q. Your home?
A. -- property, the home located at 1641 City View.
Q. Okay. And because of that, you received roughly 90 to $97,000 in insurance procedures; correct?
A. That's correct.
Q. Okay. And you deposited that into your trust account; correct?
A. No. We signed a joint statement, me and your client, for State Farm to make the check out directly to the general contractor, which was Town Co.
Q. Mr. Agwara, let me -- and I understand that you have a lot of information you want to provide and your attorney will be able to come in and allow you to do that, but so that my record is clear,

R.S. PAGE175

I'm going to ask you to please answer my question.
Okay?
A. Okay.
Q. And we've gone over a lot of this before, so if I stop you, it's because I'm surprised that your answer is not the same as we had discussed previously.
To refresh your recollection, my understanding is you did get that check. There was some reissue, all that, whatever, but that the ultimate check for roughly $90,000 went into your client trust account; correct?
A. That's correct.
Q. Okay. And that was not pursuant to any client, but you did that for safekeeping of your own volition; correct?
A. It was pursuant to request by Town Co because -- and I don't want you to say I'm not answering your question. I'm trying to.
Q. My question is just but it wasn't pursuant to any client --
MR. SCHWARTZ: If I may, Your Honor. I'd like to lodge an objection. I'm trying to not object because we started a little bit more with cross than the direct, but think counsel could certainly lay

some foundation for these questions. She's testifying basically of what happened, and then asking the witness is that right, and he's trying to explain and she is saying --
THE COURT: Sustained. Lay a foundation for what's going on.
MS. KUNG: Okay.
Q. Did you receive a check for roughly $90,000 from your insurance company for water damage to the City View property?
A. A check was issued. I didn't receive it. It was brought to me by Town Co.
Q. Okay. So when Town Co delivered it to you, you received it; correct?
A. That's correct.
Q. Okay. What did you do with that check?
A. It was deposited in the trust account.
Q. Okay.
THE COURT: Let me stop you here.
Who was the check made out to?
THE WITNESS: It was made out to Town Co.
BY MS. KUNG:
Q. Were you a payee on the check?
A. No.
Q. And you deposited that check in your

R.S. PAGE176

client trust account; correct?
A. That's correct.
Q. Okay. But it was not pursuant to any client matter with the firm; correct?
A. With the firm, no.
Q. Okay. So this was a personal transaction for you; correct?
A. Receiving and depositing the check wasn't a personal transaction. The work that subcontractors did. Okay.
Q. If you were to have kept a client ledger where you track client amount of money in trust, for that $90,000 you deposited, what would you have put in the client name?
A. Town Co.
Q. Okay. But Town Co -- did Town Co have a fee agreement for you -- with you regarding this $90,000?
A. No.
Q. Okay. And Town Co was only involved in its capacity as a general contractor retained by you personally to repair your personal property at City View; correct?
A. Correct.
Q. Okay. Now this check for the Tuscany

Collection for $17,072.12, this was paid out of your trust account; correct?
A. Yes.
Q. And it was a personal expense for the repair; correct?
A. It was for the repair on our house, yes.
Q. Okay. And it's my understanding that this came from the $90,000 deposited; correct?
A. That's correct.
Q. Okay. The next check is check No. 3021. This is made out to Rising Run, Inc., and it was for $6,000.
Do you see that?
A. Yes.
Q. Okay. And was this also for personal repairs to your property at City View?
A. Yes.
Q. Okay. And it also came out of the client trust account; correct?
A. Yes.
Q. Okay. The next check in line is for $25,000, check No. 3020.
Do you see that?
A. I do see that.

R.S. PAGE177

Q. Also to Rising Run, Inc; correct?
A. Correct.
Q. Also for cabinets for your City View property; correct?
A. Yes.
Q. Okay. Next one is for $17,600 to Tommy Townsend.
Do you see that?
A. Yes.
Q. Okay. And that was also out of the client trust account; correct.
A. That's correct.
Q. And this was also a personal expense; correct?
A. To the extent that, yeah, for work done on our house, yes.
Q. Okay. The next document I have is a bank statement that is your trust account statement dated May 31, 2012.
Do you see that?
A. Yes.
Q. Okay. Now, there were two wire transfers out about two thirds of the page down under Item 3, charges and debits. The first one on 5-17 was for $23,319.03 to BNF Wexel and Dickson (sic).

Do you see that?
A. Yes.
Q. What was that transfer for?
A. It was for purchase of property in Atlanta, the closing.
Q. Okay. This was pursuant to a purchase for a client?
A. No. It was for us.
Q. This is your own personal purchase?
A. Yes.
Q. Of one of the properties in Atlanta?
A. Correct.
Q. Okay. This $22,319.03, I didn't see it transferred into your account. So the question for you is where did you get this -- whose 22,000 in the account was it that you were transferring out to buy your property in Atlanta?
A. It's money earned by me.
Q. Okay. Earned by you pursuant to which client?
A. As I sit here, I'm not sure, but I'd be happy to tell you which one.
Q. Okay. And would this have been the exact amount of your fee?
A. It would be a portion of it.

R.S. PAGE178

Q. Okay. So when you earned a fee from a client, did you not transfer it out of your trust account?
A. It depends. Sometimes I did right away.
Q. But sometimes you left large amounts in your trust account?
A. I wouldn't say large amounts.
Q. This is 22,000. Let me tell for the sake of clarity, I consider anything over 10,000 to be large amounts. So perhaps your definition is different.
But you testified that this 22,000 would have been a portion of a fee; correct?
A. That's correct.
Q. Okay. So there is more to this fee that was still sitting in your trust account?
A. Yeah, but it could also be the last portion of it. So I'm not sure what you're trying to get me to say.
Q. And you testified earlier that how you track trust account transfers is for each client file, you have a piece of paper in there saying how much needs to be paid out, and when the client comes in, then you pull their file and you look through

that; correct? Is that a good paraphrase?
A. We have disbursement sheets, yes.
Q. Okay. How do you track fees that you've earned because -- do you go to each client file every time you need money and see what's left on a fee that you haven't taken, or do you keep a side ledger that says this is my fees held in the trust account?
A. No. Let me explain what we do. Okay. What I do, not we.
When a client comes in and signs a disbursement sheet, that sheet, which you have, and I produced two years from going back from the time I filed, it has the total amount of the settlement. It has the percentage that goes to the attorneys. And if there is a reduction, it would state so there. Okay. It has the total for medical charges and it has whatever the client is supposed to get.
Okay. Now, when we write checks for providers --
Q. And, Mr. Agwara, again I'd like to focus you on we're talking about your fee pursuant to these. I'm not talking about medical providers or checks to the clients.
When you were -- a fee pursuant to a

R.S. PAGE179

settlement, how do you track it if you leave it in a trust account and you've taken it pieces at a time, how do you track how much of it is left or how much of it you've taken?

A. Well --

MR. SCHWARTZ: Objection, Your Honor, if I may. I think he was trying to ask her a question. Ms. Kung said, "if you kept a ledger as some people think you might have, what would that look like," and the witness was saying, "We do a net sheet or a disbursement sheet," and was trying to describe it. She cut him off, and asked him to do the disbursement sheet again.

THE COURT: Did you have more to tell us about the disbursement sheet?

THE WITNESS: Yes, Your Honor.

THE COURT: Go ahead.

THE WITNESS: Okay. So let's say if my office earned 30,000, and if for some reason some of that money is taken out and some is still there, what we do is when we close out client files, we go back to the disbursement sheet from the date because usually money starts being disbursed from the date that the disbursement sheet is signed.

But we even go back farther to when the

settlement occurred. So we go and we start looking to see disbursements made for that client, and then we show us the total out and what's left.

MS. KUNG: Again, and I apologize. Perhaps I'm not artfully asking my question.

Q. How do you track how much attorney's fees in the client trust account belongs to you when you have a case and you're settling it, let's say, for $50,000, but you wire transfer out 22,319.03. You still have a positive balance of money from that client earned by you still held in your trust account.

How do you track that? How do I know what your balance is that belongs to you?

A. Because -- what I -- let me give you an example, and I gave you this as an example.

Q. Let's talk about this direct example so it makes sense. On this particular one where you transferred our 22,319.03 to purchase a property in Atlanta out of your client trust account, how did you know that money belonged to you?

A. Well, I wasn't ready for this today, but I can go back, okay, and look at files from that date, okay, at least a week before that date, and then I'll track it, and I'll be very glad to tell you

R.S. PAGE180

which client it came from.

Now, if you recall at the debtor's exam, I gave you an example that there was a client by the name of Lesur (sic) --

Q. Uh-huh.

A. -- Okay. The funds from my office was 190,000. It wasn't all taken out the same time. Because what happens is if -- let's say I take out all the money, for this month we may not settle another case for the next two or three months.

So what we do is, I want to make sure that the office runs and there's money for the office. I don't want to take out money that is spent, okay, immediately, and then don't have anything for the office to run my operations.

But if you would like, I'd be very happy to show you how I track.

THE COURT: Why don't you put it into an operating account?

THE WITNESS: Your Honor, because I don't want a situation where it's spent. Okay. Because what happens, and I know that the State Bar is not going to like it that I leave some of my money there, but it helps basically to regulate my spending, okay, and make sure that there is money for the office to

utilize.

BY MS. KUNG:

Q. When I asked you the same question at your 2004 Exam, you told me that it was easier to transfer money through wire transfers through your trust account.

Do you recall that statement?

A. That's not exactly my statement. And if you recall, I've written checks from the trust account directly to me, and I'll indicate for which client it is.

Q. You never did wire transfers to purchase personal property out of your operating account, did you?

A. It's possible that I did, but I don't recall.

Q. When I reviewed your documents, I saw probably 15 plus wire transfers that came out of your trust account, which I believe you testified the majority of them was to purchase cargo containers of furniture from China that were transported to your home in Nevada as well as your property in Nigeria and some to Rain Tree.

Does that sound correct?

A. No.

R.S. PAGE181

Q. No? Okay.
A. No. You said majority of it. What are you talking about? 15 --
Q. Okay. What we'll do is we're go through each transfer.
A. Let's do that so the court would know.
Q. So with this 23,319.03 that you transferred out to purchase property in Atlanta, your testimony today is that that was earned fees from a client, but you don't recall as you sit here today which client that was; correct?
A. That's correct.
Q. Okay. And you don't recall, as you sit here today, what the balance of your fees earned on that client is; correct?
A. That's correct.
Q. Okay. And there is not one single document or ledger that tracks your fees remaining in trust account?
A. No.
Q. Okay. There is also a wire out for OBI Ocean Freight for $17,795.61.
Do you see that on 5-17?
A. Yes.
Q. What was that transfer for?

A. That would be for the freight for the furniture that you referred to.
Q. So that was furniture that was shipped partly to Nigeria and partly to Nevada; correct?
A. That's correct.
Q. Okay. And that was a personal property purchase; correct?
A. Yes.
Q. Do you recall which client those fees would have been attributed to?
A. No.
Q. Okay. The next bank statement page you'll have is dated February 29, 2012, and about halfway down we have charges and debits, and on 2-14 there is a $15,000 transfer out to BNF Anhui, A-n-h-u-i Gensum, Import Export.
Do you see that?
A. I do see that.
Q. What was that transfer for?
A. Without having the documents related to that, I do know it's a personal transfer, but I don't know if it was -- I don't recall exactly what it was for, as I sit here today.
Q. Okay. And do you recall what client that was attributed to?

R.S. PAGE182

A. No.
Q. Okay. The next page is a bank statement dated September 30, 2011, same place on the statement at charges and debits on 9-12, is a wire out to BNF Asbury Automotive for $49,195.
Do you see that?
A. Yes, I see that.
Q. Okay. And I asked you about this one previously too; right?
A. I believe you did.
Q. And was this a vehicle that you had purchased for a cousin?
A. Yes.
Q. Okay. And it was a BMW X6; correct?
A. That's correct.
Q. And it was a cousin that you had in Nigeria; right?
A. That's correct.
Q. And when I asked you whether or not your cousin transferred in the money to pay you back, your response was no; correct?
A. Yes.
Q. And you testified that how he paid you back this money was when you went to Nigeria, he gave you a case or he gave it to you in cash, and I

believe you did the math for me, and that came up to about 1.5 to 1.6 million nairas, which is the currency of Nigeria; correct?
A. Naira.
Q. Nairas, I apologize.
THE COURT: Is it n-i-r-a or n-i-r-r-a.
THE WITNESS: N-a-i-r-a, Your Honor.
THE COURT: N-a-i-r-a, thank you.
THE WITNESS: And what was the figure you said it came out to?
BY MS. KUNG:
Q. I believe you did the math for me, and you told me, based upon today's exchange rate, it was about 1.5 to 1.6 million nairas?
A. That's not correct.
Q. Okay. What would be the correct number?
A. Well, the -- you mean at the time or now?
Q. Well, I asked you at our 2004 Exam and that is how you answered the question. So I'm not sure. I can't speculate as to what you meant. I can only repeat to you what you told me.
A. Do you have the transcript because I know you're wrong. I didn't answer it that way.

Q. I did. Can you look up 1.5 million on that. Okay.

So while Brandy looks that up, we'll go ahead on to the next one.

So this was $49,195 transferred out of your trust account; correct?

A. Correct.

Q. Okay. And what client fee was that related to?

A. I don't recall as I sit here.

Q. Okay. And then you received that 49,195 back in equivalence in Nigerian money called the naira the next time you went out to Nigeria; correct?

A. That's correct.

Q. Okay.

A. It was used for building the houses we have there.

Q. It was used for building --

A. The construction.

Q. -- one of the three properties; correct?

A. Yes.

Q. Okay. When I asked you, you testified that all construction in Nigeria must be done in

cash; correct?

A. What do you mean "must be done in cash"?

Q. I think you told me that banks don't give loans. You can't write checks or pay credit cards, that all construction --

A. That's not what I said, Counselor. Please, if you're going to quote me, you need to read the transcript. Okay.

What I did tell you is that I didn't have bank accounts there because if you put money in the bank, you're going to have to pay bribes to get it out a lot of times. And I didn't want to go through that hassle and today people bribe.

And I was only there two to three weeks at a time. So most of what needed to be purchased needed to be paid for. And they don't accept checks over there to pay for construction materials.

Q. Okay. So the question I had, which I guess I misstated was, was all construction in Nigeria completed in cash?

A. Yes.

MS. KUNG: Your Honor, I don't have a copy of the transcript. With the court's indulgence, I'll just read directly from it, and then I can enter my copy.

R.S. PAGE184

MR. SCHWARTZ: I'll object to that, Your Honor. I think without everyone having a copy, she can -- she's welcome to ask the witness questions, but --

MS. KUNG: I'd be happy if you'd like to read it.

This was just the testimony of the amount. This was --

MR. SCHWARTZ: He's testified to that. Okay.

MS. KUNG: This was a typo which should have been 1.3 million, but I think the court reporter did it. I don't think he's had a chance to review it.

MR. SCHWARTZ: You want to show him that first?

MS. KUNG: Sure.

THE COURT: Yeah, sure.

MS. KUNG: May I approach, Your Honor.

THE COURT: Sure.

BY MS. KUNG:

Q. Mr. Agwara, here's your deposition transcript that we talked about the conversion of the money, and I'm going to direct you to page 115 through 117. Perhaps that will refresh your recollection.

For the record, I believe the court

reporter had a transcription error. She put 7.3 million. I think the number was supposed to 1.3 or 1.5 million.

A. This is wrong. I don't know why. It doesn't even make sense.

If you look at Page 115, instead of saying, let's say, line -- take line 15, for example, the answer says, "prevalent at the time, I don't know. You can look at exchange rate, but the current exchange rate will be," it says "$100." That's wrong.

Q. It was one and a half times. It was a transcription error, and I'm sure you have not had an opportunity --

A. Can you let me answer the question, please.

That should be a dollar is 160 in Nigerian currency, not $100. Okay. I don't know if the court reporter didn't hear me well, but that's one dollar is equivalent to about 160.

Today, it's closer to 168, 170, the exchange rate.

THE COURT: So one dollar is equivalent to 160 dollar or 160 naira?

THE WITNESS: Naira.

R.S. PAGE185

THE COURT: Or 1.6 naira?
THE WITNESS: Yes, Your Honor.
THE COURT: 160?
THE WITNESS: 160.
THE COUPT: Okay.
MS. KUNG: Okay. May I approach to --
THE COURT: Yes.
BY MS. KUNG:
Q. So all construction of the three buildings that you built in Nigeria were all constructed with cash; correct?
A. Payment for the materials, yeah, were purchased in cash.
Q. Okay. Can you give me a ballpark of how much you spent to build those three buildings.
MR. SCHWARTZ: Objection, Your Honor. I'm not sure the foundation for the three buildings and where three buildings came from.
MS. KUNG: They're listed in his petition, Your Honor.
THE COURT: Lay foundation.
BY MS. KUNG:
Q. How many buildings do you have in Nigeria?
A. Three.

Q. Okay. Were they constructed by you?
A. Yes.
Q. Okay.
A. But let me correct that. Since we are talking about -- well, yeah, three.
Q. Okay. And I believe one is a small house; correct?
A. What do you mean by "small house"?
Q. Let me just go and tell you my understanding, and then you can correct me.
My understanding is that in a village compound you have a large house which we referred to between each other as the village.
A. That's correct.
Q. I believe that you have an Obeki (sic) smaller house that we call the Obeki residence, and then I believe you have an office building. Is it a four foot -- four-story office building that we call the Obeku (sic)?
A. No, no, no.
Q. Or Obekae (sic) office.
A. No. Let me correct you.
Q. Please.
A. There is two buildings, Owerri.
Q. Owerri.

A. Yes. It was then short building which you refer to as a small house, but it's in Owerri, which is a city, it's a small city.
Q. Okay.
A. Then there's what we refer to as the office building.
Q. Okay.
A. Okay. That's the four-story building. And then there's the village house.
Q. Okay. And how many square foot is the village house?
A. I have absolutely no idea. They do not build by square footage in Nigeria.
Q. Okay. Can you give me an estimate?
A. No.
Q. Is it over 10,000 square feet?
A. No. First of all, they deal in metric system. They don't use feet or foot.
THE COURT: What is it in square meters?
THE WITNESS: Your Honor, I don't know.
BY MS. KUNG:
Q. How many bedrooms?
A. Ten.
Q. How many baths?
A. I'm thinking eight because some

bedrooms share restrooms.
Q. And then on the other house, the one I referred to as the smaller house, how many bedrooms and how many baths?
A. That's a five bedroom with three bathrooms, three and a half.
Q. And then the Obeki -- Obekae office, that's a four-story office building; correct?
A. That's the Owerri office.
Q. I'm sorry. Owerri?
A. What about it?
Q. It's a four-story building; correct?
A. Yes. There is a -- yes, it is.
Q. How many offices?
A. It's not an office. It's still empty. There are no -- the inside is not demarcated (sic). It's --
Q. So it's a shell?
A. Yes.
Q. Okay.
A. It's not being used for anything.
Q. Okay. And as you sit here today, can you give me any estimate on the cost of construction of these three buildings?
A. No.

R.S. PAGE187

Q. You can't give me a ballpark?
A. No, Counselor, I can't as I sit here today.
Q. Okay. You testified that you had no bank accounts in Nigeria; correct?
A. Yes.
Q. Okay. And you testified that all the construction was done via cash; correct?
A. Yes.
Q. How did you get the cash out there to pay the people?
A. I thought -- when we go through the transfers, you'll see the wire transfer.
Q. Okay. So all of it was done via wire transfer?
A. I would say most of it, yes.
Q. Okay. So let's talk some more about your wire transfers.
A. And the last time we spoke about this, your client was going to get you records from the Wells Fargo accounts that were closed. Those would also show the transfers.
Q. Okay. I believe I asked you to provide them as well and that I'd ask my client to look into them as a courtesy because they were joint accounts;

correct?
A. Yes. And if you recall, I told you we had them and she moved with them. That's why you told her to get them.
Q. So let me ask you, when you say that money was wire transferred there from these accounts, you transferred the money to somebody else, and then somebody else gave you cash or nairas when you got there; is that how it worked?
A. Usually to avoid carrying money, what would happen is you look for someone that wants to buy something here or do some kind of business outside. And what you do to request that instead of you bringing the cash, you put it in their account or send it, wire it through their account somewhere on their behalf, and they will make the naira available for you. That way you avoid the risk of carrying cash.
Q. So kind of like what you did for your cousin with the car? You buy something here for somebody, and then when you get there, they give the naira equivalent?
A. Yes.
Q. And do you recall how many times you did that over the years of construction?

R.S. PAGE188

A. No.
Q. Okay. And how many years did it take you to construct these three buildings?
A. Well, they were built at different times, so it's hard to say.
Q. Was it approximately three plus years?
A. To build which one?
Q. I believe when I asked you at your 2004 Exam, the date of construction from the first until you finished on the last, I believe you started the first I want to say in 2009 and you finished the last one about the time after your -- was it your mother passed way and you had to go back for funeral services, which was --
A. That's incorrect.
Q. Okay. Can you please correct me.
A. The small house we started construction I believe in 2004.
Q. Okay.
A. It could have been 2003, I'm not sure, but for sure 2004.
Q. Okay. And then the office building started construction?
A. I'm not sure exactly. Maybe may have been 2011.

Q. And then the village home?
A. The village started in 2010.
Q. And when was construction completed on the last of these three completed?
A. Well, only one that's completely finished is the small house in Owerri.
The other two, the office building, it's not finished. The village house, it's almost finished, okay, but there is a lot of plumbing work that needs to be done. It was hurriedly put together for my dad's funeral. So there's still some work that needs to be done. It's no landscaping done.
Q. Okay. And at the village house, you have several vehicles; correct?
A. No.
Q. No? How many vehicles do you have at the village house?
A. None.
Q. Okay. Where are your vehicles that are in Nigeria?
A. They are at the Owerri house.
Q. The Owerri house. And how many vehicles do you have in Nigeria?
A. Currently?
Q. Correct.

A. Two.
Q. Have you ever had more than two vehicles at the Owerri house?
A. Yes.
Q. What is the most number of vehicles you've ever had at the Owerri house?
A. Would be three.
Q. Okay. And what happened to the third vehicle?
A. A -- well, the guy that I purchased it from decided to steal it. I didn't know he kept a spare key. He came and got it while I was here and hasn't returned it since.
Q. Were those vehicles purchased here in the United States or were they purchased in Nigeria?
A. One was purchased here back in 2002, and that would be the 1998 Lexus LX 470.
Q. And then you shipped that out to Nigeria?
A. Yes.
Q. Okay. And then the other vehicle remaining is?
A. They were purchased in Nigeria.
Q. Okay. If we go back to your bank statements, the next wire transfer out is on the

statement dated July 29, 2011 for $10,000 to BNF Anhui Gensum again.
Do you recall --
THE COURT: I'm sorry. Slow down a little bit. What date?
MS. KUNG: The next bank statement is dated 7 looks lock --
THE COURT: 7-14 or 7-25.
MS. KUNG: Yeah, under charges and debits.
THE COURT: Those are deposits. I'm sorry. Yes, go ahead.
MR. SCHWARTZ: Just to make sure we're on the July 29th, 2011, bank statement; is that right?
THE COURT: I think so, yes.
MS. KUNG: Correct.
MR. SCHWARTZ: Exhibit 151?
MS. KUNG: Yes. And the wire transfer out for 10,000.
Q. Do you recall what was purchased for that 10,000?
A. I don't believe there was a purchase. I believe that's one of those transactions, and I believe that was for Marcel Ezeoka, who made the naira equivalent available in Nigeria.
Q. Marcel, could you spell his last name.

R.S. PAGE190

A. E-z-e-o-k-e.
Q. And is he a friend or a family member?
A. He's a friend.
Q. Okay. And that he would have given you the naira equivalent to the $10,000 cash when you arrived in Nigeria; correct?
A. That's correct.
Q. Okay.
THE COURT: And that would be about a million $600,000?
THE WITNESS: Yes.
THE COURT: The 600,000 naira?
THE WITNESS: That's correct, Your Honor.
BY MS. KUNG:
Q. The next bank statement is dated June 30, 2011, and there is a wire transfer out under section two, charges and debits, dated June 7th, I, believe for $30,000?
A. Correct.
Q. To the same entity, BNF A-n-h-u-i G-e-n-s-u-m.
THE COURT: So where are you looking, Counsel? What page?
MS. KUNG: The first page of the next bank statement, statement dated --

THE WITNESS: June 30.
MS. KUNG: -- June 30, 2011. Should be the next bank statement on the exhibit.
Q. June 7, $30,000 wire transfer out.
A. That's correct.
Q. Okay.
THE COURT: I have a whole bunch of copies of the July one, so hang on a second.
MS. KUNG: Okay.
THE COURT: June 30, 2011; is that correct?
MS. KUNG: Yes.
THE COURT: Okay. Thanks.
BY MS. KUNG:
Q. So that $30,000 wire transfer out, what was that for?
A. The same transaction. If you went to that very end June, whatever it is, that would be the similar transaction because it was the same guy. He did a lot of business over there.
Q. The same Marcel guy?
A. Yes.
Q. Okay. And this 30,000, I forgot to ask you on the last one. I don't want to forget again.
On this $30,000, do you have any recollection as to which client this one was

R.S. PAGE191

attributable to so which client for which you've earned fees?

A. No.

Q. And how would I track something like this from years back? How would I -- What documents would I need to acquire from your office to determine which client these -- this $30,000 came from?

A. Well, in the 12 or 13 years of -- in practice, we've had two sizable settlements. One was for a million dollars and the other one was for 975,000. I believe that most of these wires would be from the money earned from those two.

And what normally I would do is I would go back and go through the accounts and see how much money has been written either to me, to my office or on my behalf wired out, okay, and how much is left of these funds.

Q. Okay. And when we did the numbers and I'll look for the summary and then we can address it, the numbers transferred out Part C to that, and then there were transfer dates.

Now, these two cases that you're talking about --

A. Wait, wait. What number did you get that exceeded that?

Q. I'm going to get it for you, and then we'll talk about it when I have the numbers in front of you.

A. Okay.

Q. But the settlement date on one of them was Jose Aguirre; right?

A. That's correct.

Q. And that was the settlement date was about 8-25-2009; correct?

THE COURT: Is that the million or the 900,000?

THE WITNESS: That's the one for a million.

THE COURT: Okay. And the settlement date was what again?

MS. KUNG: 8-25-09.

THE COURT: And how about the 900,000?

BY MS. KUNG:

Q. And then the other was Lesur?

A. Lesur, yes.

Q. Okay. And the settlement date on that was -- was in 2010 though; correct?

A. It's probably 2010, I believe, yes.

THE COURT: And do you still have money in your trust account from those settlements?

THE WITNESS: I'm not sure, but it's possible

R.S. PAGE192

from the Lesur settlement. There may be some money left.

THE COURT: And I think counsel's question was how if you were to go back and track the money in the Lesur settlement to see what's in there today what would you do?

THE WITNESS: You know, what I would do, I would go back to that date of settlement. And from that date, I will go through the trust account statements to see checks made out, whether there are indications in the check stubs.

THE COURT: So stop for a second. You'd go back through the -- you'd go back through the trust account; correct?

THE WITNESS: Yes.

THE COURT: And you'd look to see, you'd look for checks out?

THE WITNESS: That's correct, Your Honor.

THE COURT: And did you keep copies of checks out?

THE WITNESS: We have them. They come back with the statements before we started doing it on line.

THE COURT: Okay. But you say you would look at the check stubs then?

THE WITNESS: Yes.

THE COURT: What would you look for on the check stubs?

THE WITNESS: If there's a payment made out and, say, or if there is an indication, okay, for, let's say, a wire that says balance left for -- let's say for example, if a year later I made a disbursement for 50,000, and it says Lesur, I will go through the entire and calculate those. If there is 150 paid out, that tells me that there should be another 240,000 left in there.

THE COURT: And did you always make notations on the check stubs?

THE WITNESS: Not always.

THE COURT: So --

THE WITNESS: Either on the stub or on the check itself.

THE COURT: But you always made a notion -- I'm sorry. You always made a notation on the check stub or the check; is that correct?

THE WITNESS: Yes, Your Honor.

THE COURT: And would you keep the check and the check stub in the client file?

THE WITNESS: I'm not sure we do, Your Honor, but --

R.S. PAGE193

THE COURT: So where would you find the check stub, for instance?
THE WITNESS: I have them. And by the way, I produced them to counsel.
THE COURT: That wasn't my question.
Where would you find the check stub if you need to find it?
THE WITNESS: We save them in our office.
THE COURT: And where in your office?
THE WITNESS: In the drawer.
THE COURT: And how about with the checks themselves that you made notations on, where would you find those?
THE WITNESS: The checks would be part of the returns, the statements.
THE COURT: Part of the bank statements.
THE COURT: Yes.
THE COURT: But the bank statements wouldn't say what it was for?
THE WITNESS: No. That's what I'm saying. The check itself, it says on the memo line what it is for or the stub will say what it is for.
THE COURT: So you would have to look at the memo line on the check?
THE WITNESS: Yes, Your Honor.

THE COURT: So where would you keep that?
THE WITNESS: It stays with the statement in the drawer.
THE COURT: Okay. And you keep any duplicates of this?
Say, for instance, somebody broke into your office or it burned down, how would you sort it out?
THE WITNESS: That's a good question.
Somebody did break into our office, but they didn't steal anything, but I've never had to --
THE COURT: That was lucky good. Someone broke into my car and didn't steal anything. So we're both lucky, but --
MS. KUNG: They didn't really break in then, they visited.
MR. SCHWARTZ: The door is broken.
THE COURT: But you don't have a backup or a duplicate system is my question, I guess?
THE WITNESS: No. But we do have back -- we have an automatic backup now for stuff that we have. We work on that and we save on a hard drive. Okay. We have an Internet site that backs up.
THE COURT: But that wouldn't back up your check? That wouldn't back up paper copies of checks

R.S. PAGE194

or --
THE WITNESS: No.
THE COURT: -- stubs?
THE WITNESS: You're right, Your Honor.
THE COURT: Okay. Sorry. I was just trying to understand the process.
MS. KUNG: Thank you, Your Honor.
Q. So I understand how you track to a client for checks, but how do you do it with wire transfers?
Because I asked you for wire transfer documents. I believe the response was that you didn't keep any; correct?
A. The bank keeps it, not me.
Q. So the majority of the transfers we're talking about wasn't by way of checks with memo lines, but they're by way of wire transfers out for odd amounts?
A. That's correct.
Q. How would you track that to each particular client?
A. Normally what I would do, okay, so, for example, the personal wires, I would add them up together, and I'll also add up what I believe is money that I had left in the trust account and

usually there's -- it covered everything.
Q. Usually?
A. A part of the problem -- let me explain.
If I have -- if the office has 100,000 or 50,000 sitting in trust, okay, we generally know how much we have sitting there, okay. Now, if it becomes necessary to go back and say, okay, part of the 50 came from this client, part of the 50 came from that client, then I would do that.
But I usually know how much belongs to my office in the trust. Okay. So it -- and I never had the need to go and explain where did this one come from and where did this one come from.
The important thing is that my clients get paid their money, the providers get paid, or if they don't get paid, the money sits in trust.
Q. But the question I'm wondering today is if all this money that you are taking out, do you ever take out and spend money that you haven't earned yet under the concept that I'm about to earn it and I'll just put it back in?
A. No.
Q. Okay. So when you said it usually, you didn't use the word "reconcile," but I think you said

R.S. PAGE195

it usually adds up.

Does that mean that there's been times when it doesn't add up?

A. No.

Q. Okay. So if you are -- thank you.

If you are just doing wire transfers out and you're not deducting from your fee as you are doing it contemporaneously, how do you know you're not overspending?

A. Did I say I wasn't deducting it?

Q. I'm sorry. Are you?

A. Well, what I said is -- what I do, okay, from time to time is I'll go back and make sure that there is enough money there to cover wire transfers made. Okay. And usually there is and there's some surplus left.

Q. Okay. But the words that are concerning me is "usually" and "some surplus."

Now, my understanding of how the client trust account works is that every dollar is earmarked towards a particular client, that it's not a slush of mashed potatoes that anybody gets a piece, but every client has their particular share.

And that your fee, once it's your fee is yours, but what I'm trying to understand is if

you're not tracking it and you are doing these wire transfers out here, there for odd numbers, 10, 20, 50,000, and you're not earmarking it to a particular client, how do you know that the money that you're spending is yours?

A. I believe I've already answered it. I'll make sure. Okay. Generally, all money that I've earned, okay, totaled to a certain amount, okay, and that's what I keep up with. I don't try to link a portion of that money to a particular client.

Now, that may be a violation of the rule, and, you know, but the money that I transfer for personal stuff is money that has been earned by my office.

And if you go back, as I'm sure you have because you were asking me questions from 2009, you will also find out that there are some instances where checks were written out to me directly, okay, and given to your client, and she would deposit it in our joint account.

Q. I don't have testimony of that, but -- and if we come back here tomorrow, so I have time to assemble documents, we can go through each one.

But I will submit to you that my numbers show that you transferred out $358,486.40

R.S. PAGE196

more than the combination of the fees for Lesur and Aguirre along with your $90,000 insurance money.

MR. SCHWARTZ: Objection.

THE COURT: You have to make it a question.

MS. KUNG: So if we continue, I'll be able to bring back documents. We'll go line item.

MR. SCHWARTZ: I object to that question, Your Honor, because she's restating his testimony.

MS. KUNG: I strike that statement. I apologize.

Q. Okay. So let's go to the next wire transfer on March 31st of 2011 for $50,000.

Do you see that?

THE COURT: I'm sorry. What month again?

MS. KUNG: Next bank statement in line which is March 31st, 2011.

THE WITNESS: That's correct.

BY MS. KUNG:

Q. Transfer date, 3-31, for 50,000.

A. Okay.

Q. Okay. Was this a personal purchase of property or was this a purchase for another?

A. Now, this is the same source so that would be the personal.

Q. Okay. But was this one of the

transactions that we spoke of where you purchased for somebody and they give you money back or was this --

A. Yes.

Q. Okay. And would this have been Marcel as well or somebody else?

A. Yes, Marcel.

Q. Okay. And he would have given you the equivalent of $50,000 in nairas when you went to Nigeria; correct?

A. Well, the amount, was it 50?

Q. I show it 50.

THE COURT: Looks like it, yeah.

THE WITNESS: Yes.

BY MS. KUNG:

Q. Okay. And what client was this related to you?

A. I don't recall as I sit here.

Q. The next bank statement in line is dated August 31st, 2010, wire transfer date of 8-6 for $66,225 to the same entity BNF A-n-h-u-i.

Do you see that?

A. Yes.

Q. Okay. Would this have been another one of those Marcel transactions or purchase for your own personal --

R.S. PAGE197

A. That's correct.
Q. -- property?
Correct, meaning Marcel transaction?
A. Yes.
Q. Okay. And then you would have received the equivalent of $68,225 in nairas when you went to Nigeria; correct?
A. That's correct.
Q. Okay. And do you know what client this one was related to?
A. No.
Q. Okay. The next one I have is check No. 2712. I apologize. This is a horrible copy because it was enlarged, but the type print on the bottom from the bank shows that it was a $30,000 check?
A. That's correct.
Q. Okay. And it was made out to Agwara and Associates; correct?
A. Yes.
Q. Okay. In the memo line, do you see any client name?
A. No.
Q. Okay. Was this check cashed?
A. No. It was deposited in the operating account.

Q. Okay. So do we have the operating account statements?
THE COURT: Is this deposited into your operating account?
THE WITNESS: Yes, Your Honor.
MR. SCHWARTZ: Can you tell what the date was for this check?
MS. KUNG: It's difficult to see. I know I have a smaller version.
THE COURT: If I could remember how to read the micro footing, I could probably tell you, but I can't.
MR. SCHWARTZ: And, Your Honor, just a note to where I'm going while we're on a pause here. We're starting to get into transactions that are three, four years old. I'm not quite sure what the relevance of them are at this point. Other than maybe if we are trying to get to the value of some property that might be in Nigeria which he's testified about and whether there -- there's certainly outside 548. We could have 544 issues, but I'm just wondering where we're going, what the moral of this story is for --
THE COURT: Counsel?
MR. SCHWARTZ: -- dismissal purposes?

R.S. PAGE198

MS. KUNG: Your Honor, number one, it's to establish the value of the property. At a minimum it's construction costs for the properties that he testified started construction back in 2004.

Additionally, it goes to the fact that we believe that a significant portion of the trust account, if not all of it, is, in fact, his money or is being spent as his money, and I'm establishing a course of conduct throughout many years that he's using these funds as his own. They are not earmarked towards client funds. So it's sheltering assets from the bankruptcy estate by saying it's client trust funds when in reality, clearly, they are not, and clearly, this account is being used as his own personal account.

THE COURT: Okay. I'll let her continue with this. Thank you. I know -- your objection is noted. We can't do this forever. I understand.

MS. KUNG: Your Honor, we're --

THE COURT: But I do think -- I certainly think it's relevant to what the costs of the structures in Nigeria were.

MR. SCHWARTZ: Well, certainly, Your Honor. I just want highlight for the court, at the very beginning of this case, we said we thought we were

100 percent plan. We would be paying everybody in full. We never argued there isn't value here.

I'm just wondering for purposes of dismissal and whether this debtor is entitled to have his motion granted or not.

The rabbit hole we're going down at the moment is getting more into the disclosure statement issues.

THE COURT: Here's what the rabbit hole is telling me. I have a lack of confidence in his ability to run an estate based on his -- I think you described it, his unique accounting method which is really not a very good accounting method and kind of tough to follow and has no backup.

So I do think that's a relevant factor.

MR. SCHWARTZ: I don't disagree, Your Honor. And I think in terms of use of time at this point, I think we are going to get the same answer repeated.

And I'm starting to think if the court's becoming inclined not to dismiss the case and some other result, perhaps we should start talking about that, about how do we get these records in a state that everyone can have some level of comfort with them and what type of professional do we need for that type of help.

R.S. PAGE199

And if we are going to stay here, if the answer is they can do this in family court, then it's a different story.

THE COURT: I think we're probably going to stay here. That is my current leaning. I am not precluding you from doing your direct. I'm not saying I've decided the case.

But I am -- I think I said this earlier. I'm very concerned about his lack of ability to relate things that were some years ago, but lack of his ability to tell us what he paid for the houses in Nigeria or the three structures in Nigeria and said I have absolutely no idea whatsoever what I paid for this construction. I think that's odd given that he spent considerable money and considerable time working on them, but he doesn't even have a ballpark figure.

They sound like they're -- they sound with ten bedrooms and eight bathrooms and five -- four bedrooms or five bedrooms and two and a half baths or three and a half baths, those sound like relatively large or significant structures to me. A three- or four-story office building sounds like a large structure to me.

I would think, this is an assumption,

but my assumption is that you built those, you would have some ballpark figure about what you paid for each one with all the money, and he is saying, no, which gives -- which causes me some lack of confidence in what he's telling me.

MR. SCHWARTZ: And I appreciate that, Your Honor. And we can finish with the evidence today. I just want to start thinking about where -- for relevance for today's purposes and whatever we are going to keep the case.

And there's -- there are some alternatives that I think we can discuss about how to answer those questions.

THE COURT: Well, would you like to discuss those with opposing counsel now? It's about time to take a break.

MR. SCHWARTZ: Certainly.

THE COURT: Why don't we do this, why don't you guys discuss alternatives, Counsel?

MR. AGELAKOPOULOS: Your Honor, may I approach.

THE COURT: Sure. Please.

MR. AGELAKOPOULOS: Your Honor, before we get into the legal argument, our office would appreciate the opportunity to cross-examine --

R.S. PAGE200

THE COURT: You certainly will have that.
MR. AGELAKOPOULOS: -- Mr. Agwara and then have the opportunity to put on our case in chief, and then ultimately close with legal argument to the court. I think it's premature at this point.
THE COURT: It's never premature to discuss settlement.
MR. AGELAKOPOULOS: Well, it may be that the money parties can do that. I don't know, given the concerns that we've expressed regarding false oaths, regarding the 727 A-3 issues, from our office's perspective, the world's binary. There is either --
THE COURT: That's true.
MR. AGELAKOPOULOS: -- a 727 problem or there isn't.
THE COURT: No, I understand that.
MR. AGELAKOPOULOS: The evidence that we have before the court and the evidence that we expect to elicit from Mr. Agwara will demonstrate that.
I'm just informing the court I don't have authority to settle.
THE COURT: No, no, I understand this. But I expect you to be available or to talk with these folks about what they're trying to settle with.
MR. AGELAKOPOULOS: Sure.

THE COURT: I'm not suggesting you have to settle. I do understand that the U.S. Attorney's Office has kind of binary view of the world, and I think you have to do that by statute, and I understand that.
If something agreeable that you can take to your whoever you have to get authority for doesn't come out of this, we're going to go forward.
Now, we may take a break today, but we'll come back tomorrow morning. So I'm not cutting you off. I'm not settling this without you.
MR. AGELAKOPOULOS: Okay.
THE COURT: I don't want you to be fearful of that. But I don't think it ever hurts to discuss the possibility of resolving something consensually.
MR. AGELAKOPOULOS: My concern, I don't want to pre-judge what I'm going to hear, but if the recommendation is going to be, for example, that an examiner be appointed, then an examiner is not the representative of the estate. At a minimum he has to be ousted from possession, at a minimum. We think the case needs to be converted.
I'm just letting the parties know. That's not going to be an acceptable answer to us, but we'll see what they say.

R.S. PAGE201

THE COURT: And you can certainly make, I think, quite cogently your argument why you think that the debtor should be ousted from control of the estate. I mean I think that argument from what I've read has merit. So talk about it.

MR. AGELAKOPOULOS: Thank you, Your Honor.

THE COURT: Okay. Take however long you want really as long as you're being productive and let me know. Okay?

MS. KUNG: We'll come and let the court know, Your Honor.

THE COURT: Yeah, thanks.

MR. SCHWARTZ: Thanks, Judge.

THE COURT: You may step down, sir, for the moment.

We will be in recess.

THE CLERK: Thank you, Your Honor.

All rise.

(Recess.)

THE CLERK: Bankruptcy Court is back in session.

THE COURT: Good afternoon. Please be seated.

So was any progress made?

THE CLERK: Hope so.

MS. KUNG: There was, Your Honor. I'll turn

it over to Mr. Schwartz.

THE COURT: Okay.

MS. KUNG: Go ahead.

MR. SCHWARTZ: Thank you. Sorry, Your Honor. I'm still chuckling in my head, but the marshals told me I should get a haircut and a real job.

THE COURT: Probably going to say the same thing to me.

MR. SCHWARTZ: Yes, yes.

So we have the framework of a marital settlement.

THE COURT: Okay.

MR. SCHWARTZ: We have one component of it that we need a little bit of time to flesh out on a cash component what we can do and how we get there. So --

THE COURT: So you've settled the divorce?

MR. SCHWARTZ: Close, Judge. I think this would be a global settlement of the issues between the parties.

The Trustee has binary issues, Your Honor.

THE COURT: I understand.

MR. SCHWARTZ: So that part, some of those can't be resolved. A few other pieces. So one on

R.S. PAGE202

the marital settlement side of things, we were looking -- and we're prepared to go forward if the U.S. Trustee still wants to do cross.

THE COURT: Okay.

MR. SCHWARTZ: But we would look for four weeks or so to see if we can't flesh out this one other piece that we have to finish.

MS. KUNG: And to coordinate with the family court.

MR. SCHWARTZ: Correct, Your Honor. And according to the family court, so we can wrap all that up, one.

Two, Mr. Agwara, the debtor, is prepared to hire a CPA/controller type, and I can think of a couple to do a few things. One, deal with the trust account, the law firm trust account. Mr. Agwara and I have agreed that we'll do a joint letter to the Nevada Bar just to make sure they're aware of the issues that were raised today.

Also, that controller will have check signing authority outside of what Mr. Agwara receives of $10,000 a month as orally agreed for his salary. He can do with what he wants with those dollars.

But no funds will be written other than his draw or salary, whatever you want to call it,

will be issued without the execution of a check that is signed by Mr. Agwara and by the controller. So that way while we're here in bankruptcy we have the ability to regulate what's going and somebody else is just, "Yes, that's appropriate to pay."

THE COURT: Okay. Counsel?

MS. KUNG: And just as a housekeeping matter, Your Honor, we had sent a previous letter dated February 26 addressing multiple issues, but we do need some clarification from you so that we may proceed to reach a global settlement with the family court.

The family court has been -- Mr. Libo has made various statements to the family court that has caused the family court great concern with regards to issuing anything despite the fact that we have the comfort lift state orders.

So at some point in time, I'd like to prepare a simple order write-up by counsel and uploaded to you fleshing out some of the issues just confirming with the state -- family court that they can go ahead and do the marital distribution and make findings of fact and the whole nine yards, and that that does not --

THE COURT: Who is family court judge?

R.S. PAGE203

MS. KUNG: It is Judge Ochoa. And there was a previous letter sent to you, courtesy copy to counsel, dated February 26, 2014, that sets forth a pretty concise statement of the major issues that we were asked by the court and the special master to bring to the court's attention.

MR. SCHWARTZ: Very concise statement in four pages.

MS. KUNG: Yeah. That was concise.

THE COURT: It's a different --

MR. SCHWARTZ: Concise four-page letter.

THE COURT: -- view of concise.

MS. KUNG: Single spaced.

THE COURT: Well, I do know Judge Ochoa and will be happy to talk with him in addition to doing this if he's got concerns.

MS. KUNG: And the special master Jennifer Taylor.

THE COURT: I don't know Ms. Taylor, but I'd be happy to talk to her, too.

MS. KUNG: That would be fantastic, Your Honor.

MR. SCHWARTZ: And I think, Your Honor --

THE COURT: So do you want me to call them? Is that what you're asking me to do?

MR. SCHWARTZ: Or stip and order.

MS. KUNG: Probably, yeah, probably.

MR. SCHWARTZ: Would you prefer stip and order?

THE COURT: You tell me.

MS. KUNG: I think what we can do is a simple stip and order we'll run by counsel, and then when we send it over, we'll let them know that they can call you at their convenience as well.

THE COURT: Sounds fair.

MS. KUNG: I don't want you to have to hold in the phone tree at family court. That's never been -- You probably have a Jodi number, though, don't you?

THE COURT: No, I really don't, but sounds fun.

MS. KUNG: Thank you, Your Honor.

THE COURT: I'm also capable of walking over to the family court and just chatting with them.

MS. KUNG: Oh, old school.

THE COURT: Yeah, I'm old school.

MS. KUNG: That would be fantastic.

THE COURT: It's been done.

MS. KUNG: Thank you.

THE COURT: Okay.

R.S. PAGE204

MR. SCHWARTZ: I will stop there.

Your Honor, then I think with respect to the concerns of the U.S. Trustee, we certainly appreciate them. I think there is a notice issue we can cure in terms of the issues with those parties in that may have funds in the trust account, we can cure that problem.

I heard counsel behind me comment about they have some concerns about whether they need to preserve their 523 (a)5 and 15 rights by at adversary. I think the answer is no. But nevertheless, we've agreed to stipulate to continue 523 objection headlines in the context of the case so that they don't lapse, and that's something else that would go past Friday. So the court's aware of that.

THE COURT: Okay.

MR. SCHWARTZ: We typically would do that by stipulation and order as well.

MS. KUNG: Perfect.

MR. SCHWARTZ: I think that's the universe of where we sit today pending comments from Mr. Agelakopoulos.

THE COURT: First off, is your family issue okay?

MR. AGELAKOPOULOS: It's --

THE COURT: And most importantly actually.

MR. AGELAKOPOULOS: Uh-huh. It's like so many other things in life, it's a work in progress.

THE COURT: Okay.

MR. AGELAKOPOULOS: That's about the --

THE COURT: Our good thoughts are with you.

MR. AGELAKOPOULOS: I appreciate that, Your Honor.

For the record, Anthanasios Agelakopoulos, United States Department of Justice, Office of the U.S. Trustee on behalf of Region 17 Trustee Tracy Hope Davis.

With respect to the issue that is presently before the court, debtor filed a motion seeking voluntary dismissal. He admits that there is cause to act under Section 112 (b)1. The only issue before the court is what's in the best of interest of creditors in the estate.

I don't think that the settlement, any settlement that is reached between one creditor and the estate's representative is dispositive of the issue of whether he should remain in possession of his estate.

The allegations before the court and the evidence before the court raise very serious

R.S. PAGE205

concerning regarding false oaths that have been made with respect to Mr. Agwara's schedules.

727 (a)3 issues, the failure to keep and preserve books and records, they are grounds to sustain an objection to his discharge, and we don't think that the concerns as outlined here satisfy our office's concerns with respect to our review of his trust account.

The fact that the parties have agreed that someone else is going to have signing authority over his trust account, I think is the --

THE COURT: Well, here's -- let me just address that issue because I did have a concern about that myself.

I don't know -- I know this wasn't part of your agreement, but I would be more inclined to do this if Mr. Agwara did not have signing authority on his checking account, that he had to have it done by the business person.

And the reason I say that is practical experience as a lawyer sometimes is that you can put a two-signature check program in, but banks will oftentimes have provisions in their contracts that says, "Yeah, well, if we don't follow that, that's too bad."

So I would be much more comfortable if the signing ability was taken away from Mr. Agwara and handed to some third party that you pick. I don't know that that would necessarily restrain his business. Certainly, there would be some costs associated with that and the person would have to be readily available to do that.

But I would be a lot more comfortable given the testimony I've heard and given my experience with dual-signing accounts if something like that happened.

MR. SCHWARTZ: And I appreciate that, Your Honor. I guess my comment to that point would be if Mr. Agwara actually signed a check that wasn't co-signed by whoever the controller was that was then cashed, that certainly would be a post-petition violation of his fiduciary duties that would waterfall into a world of trouble. And I guess -

THE COURT: Let's -- let me make a hypothetical. Let's say there is $400,000 in the trust account. Mr. Agwara signs a check on Friday night, makes -- does a wire transfer out of the account on Friday night to someplace somewhere that ends up in Nigeria, and he decides to go vacation there for an extended period of time.

R.S. PAGE206

I am not suggesting that he will do that, but I'm going to feel real bad and unhappy. You guys are going to look dumb. So that's my concern.

And I'm -- it's just too easy to transfer money away these days. So I think I would make that a condition of this stipulation, and I think Mr. Agwara would have to agree to that.

But I think that would be a condition precedent. And I think that satisfies most of your current issues. I'm not saying we're not abandoning the issues of discharge or discharge ability in this case. But I think that does solve your immediate issue.

MR. AGELAKOPOULOS: I don't want to put myself in a position where I'm arguing with and not to the court. But I think --

THE COURT: You can argue with the court.

MR. AGELAKOPOULOS: No, no. The fact that the parties have to agree, the money parties have to agree, the Chapter 11 debtor in possession, in order to stay in possession now has to relinquish --

THE COURT: Control.

MR. AGELAKOPOULOS: -- authority and control to sign checks. I think that speaks volumes about

what's happened here.

THE COURT: I do, too.

MR. AGELAKOPOULOS: The level of misconduct here, forget about what happened outside of bankruptcy for a second. Under 28 USC 959 (b), Mr. Agwara is a debtor in possession under the Code, and he is required to run his business in accordance with the requirements of local law.

Forget about what he did outside of bankruptcy. By statute as the estate's representative, he was required to do that. It's been established here he did not in terms of managing his trust account, for example.

So that hasn't happened.

In addition to that, what we've learned only by way of examining the debtor is that entities that hold an interest in or claim against trust funds, trust funds, funds that he claims he holds in trust, were not scheduled in this bankruptcy.

What does that mean? Here's what it means.

In order to have a trust relationship, he has to know who he is holding the money in trust for. So he knows it. He just didn't disclose it.

That's clearly a false oath. Schedule

R.S. PAGE207

F required him to list all of his creditors, all of them.

And under the Ninth Circuit's rules, when a debtor in possession or a trustee holds only the bare legal title to properties under Section 541 (d), he was under an affirmative duty to return the property to the beneficial holders immediately as was the court's question to him. He didn't do that. He hasn't even notified them of this bankruptcy.

So the idea that he gets to stay in possession of his estate on these facts with this level of misconduct and the admissions that are necessarily bound up in this -- in the settlement agreement that has been put before the court, the only question under the statute is is there cause to act, that's admitted, and what's in the best interests of the estate.

We don't have an estate representative here who can speak on behalf of the estate. He has failed to discharge his duties as a debtor. Forget a debtor in possession. Section 521 (a)1 required him to file a list of all his creditors. He didn't do that.

So he hasn't met his statutory duties as a debtor, forget a debtor in possession. Under

the Ninth Circuit's decision in Woodson, he's required to turn square corners with his creditors. He hasn't done that here. He didn't even notify them.

So the idea that he gets to stay in possession of his estate on the theory that he's going to hire somebody else, Your Honor, I -- I think under the Ninth Circuit -- the Babs (sic) decision in Rand when we apply those factors, I think conversion is the appropriate remedy because it does two things. It ousts him from possession, gets a disinterested trustee in the case as the estate's representative and ultimately puts somebody in place who will actually seek out, not just for -- not just for the ex -- or the -- his current spouse who is in divorce litigation in the family court, who is also an insider under Section 101 31, so that's not an estate representative. She doesn't purport to speak for all of the creditors here. I understand she is advancing her interests.

But the -- but there's also the estate's interest. Who's speaking on behalf of the estate?

The debtor who violated his duties, the statutory insider?

R.S. PAGE208

I mean what is in estate's interests is to get a disinterested representative at the helm of the estate, convert it to Chapter 7 and get somebody in there who is actually going to trace out for the benefit of creditors and they'll have fiduciary duties under 704 (a)1 through, I think, 812 to their creditors of the estate, and they'll be able to trace out whatever these -- whatever the allegations are in terms of inappropriate transfers or mismanagement of accounts.

But the issue before the court today, the issue of causes admitted, and nobody who proffered this settlement has explained how this is in the best of the interests of creditors plural and the estate. No one has even proffered why that's in the best interests of anybody here.

I understand it's in the best interests of the money parties and I understand it might be in the debtor's interest to remain in possession of his estate, but nobody's even made any showing as to what's required under the statute and how the best interest test is satisfied here.

Conversely, on the other scale, we have all of the misconduct, the false oaths, the failure to keep records. And I would be happy to cross-

examine him and to show the court just exactly how far back the false oath goes because our position is it goes back to the date the petition was filed.

THE COURT: Please go ahead.

CROSS-EXAMINATION

BY MR. AGELAKOPOULOS:

Q. Mr. Agwara --

THE COURT: Wait for one second.

Can anybody tell me off the top of their head what docket number the amended schedules are?

MR. AGELAKOPOULOS: Docket No. 141.

THE COURT: Thank you. I was way back in the 30s.

MR. AGELAKOPOULOS: The amended schedules. The amended petition schedules and so forth were filed on March 5, 2014 at Docket No. 141. But there is an issue we have with that too --

THE COURT: Sure.

MR. AGELAKOPOULOS: -- which we'll get to.

THE COURT: Could you print me a copy of that, please.

MR. AGELAKOPOULOS: It's in the binder.

THE COURT: Oh, it is. Okay.

R.S. PAGE209

MR. AGELAKOPOULOS: It's Tab 8 in the U.S. Trustee's binder.

THE COURT: Okay. Thank you.

Okay. Go ahead. I'm sorry I interrupted you.

MR. AGELAKOPOULOS: I'm sorry.

Q. Mr. Agwara, a couple of a thresholds issues.

THE COURT: The only problem is I don't have a Tab 8.

MR. SCHWARTZ: I think it's Tab 9, Your Honor.

THE COURT: Okay. Tab 9. Thank you. Sorry.

MR. SCHWARTZ: I'm also missing 8. No 8.

THE COURT: We just skipped 8. It's okay. Not a problem. Go ahead.

MR. AGELAKOPOULOS: I apologize, Your Honor.

THE COURT: We can make that transition.

BY MR. AGELAKOPOULOS:

Q. Mr. Agwara, you understand you're still under oath?

A. Yes.

Q. Recently do you recall appearing at the meeting of creditors on or about March 27th of this year and testifying at that meeting?

A. Was that the first one or the second

one?

Q. The second meeting.

A. Yes.

Q. Do you recall being asked at that meeting about whether you had recently formed any business entities with the Nevada Secretary of State?

A. Yes.

Q. Have you formed any entities recently with the Nevada Secretary of State?

A. Yes.

Q. Can you please tell the court what entity you formed and when.

A. I don't remember the exact date, but it's Agwara and Associates, Limited.

Q. Well, I have the printout from the Secretary of State's office. And what if I were to represent to you that on March 14th of 2014, you filed with the Secretary of State an entity known as Agwara and Associates, Limited.

Do you recall that?

A. That's what I just said, yes.

Q. Did you form that entity?

A. Yes.

Q. Did you have the -- you didn't have the assistance of a lawyer forming that entity, did you?

R.S. PAGE210

A. No.
Q. You formed it yourself; right?
A. That's correct.
Q. Okay. So now you were asked quite a few questions regarding your monthly operating reports, Dockets 135, 136, and the March report that was recently filed.
Do you recall those reports? Do you recall the questioning you were subjected to with with respect to those reports?
A. Yes.
Q. My questions for you are as follows: Mr. Agwara, did you actually sign off on any of your monthly operating reports in ink before they were filed with the Bankruptcy Court?
A. No.
Q. I just want make sure I understand this. You didn't sign in ink -- you didn't sign off in ink on any of the monthly operating reports you filed in this case?
A. No. And that has been my testimony all along, no. What happened was they were asked for.
Q. I just asked a yes-or-no question, Mr. Agwara.
A. Okay.

Q. So you didn't sign them, did you?
A. Not in ink.
THE COURT: Did you sign them in pencil?
THE WITNESS: No. I was asked for -- to give authorization so they could file electronically with my electronic signature, and I gave that authorization. And that's consistent with my testimony in both 341s.
BY MR. AGELAKOPOULOS:
Q. So it's your understanding then that there isn't an original signed copy of your monthly operating reports anywhere?
A. You know, it's possible that I may have signed it after the fact, so I can't tell you.
Q. Well, I'm not asking you about what is possible after the fact. I'm asking you --
A. Okay.
Q. -- about before they were filed.
A. Before, they were not signed in ink, no.
Q. Okay. Now with respect to your contention -- do you have the binder in front of you?
A. Yes.
Q. Could you please turn to Tab No. 10. I need you to turn to Page 6 of 8, paragraph 12, lines

R.S. PAGE211

roughly 2 through 3.

Let me know when you're there.

THE COURT: 2 through 3?

MR. AGELAKOPOULOS: Yep.

THE WITNESS: Paragraph 8; right?

BY MR. AGELAKOPOULOS:

Q. Paragraph 12.

A. 12, I mean. Sorry.

Q. Page 6 of 8, Docket No. 158, Tab 10.

A. Okay. I'm there.

Q. Okay. Now I'm going to represent to you that this is the reply that was filed by your counsel to our office, among other things, our office's objection to your request for a voluntary dismissal.

Are you familiar with this document?

A. Yes.

Q. Okay. And you authorized your client to file this on your behalf; right?

A. You mean my counsel.

THE COURT: Attorney. His counsel.

MR. AGELAKOPOULOS: I'm sorry.

THE COURT: You had Mr. Schwartz as the client.

MR. AGELAKOPOULOS: Okay. I'm sorry.

You authorized --

THE COURT: It's okay. It's really okay.

BY MR. AGELAKOPOULOS:

Q. You authorized your -- you authorized the estate's lawyer to file this on your behalf; correct?

A. That's correct.

Q. Okay. Now, could you please read the first sentence for me of paragraph 12.

A. "With respect to the notice argument, when the debtor originally filed, he believed only his ownership of his law practice to be a part of this bankruptcy."

Q. Okay. Now I want you to turn to paragraph 3.

A. That's ---

Q. Same document.

A. Okay.

Q. Paragraph 3, page 2 of 8, Tab 10, Docket 158.

A. Paragraph 3?

Q. Yep.

A. What page?

Q. Page 2 of 8.

A. And by the way, that statement is

R.S. PAGE212

incorrect, the one I just read.

Q. Well, we'll get to that.

THE COURT: So 3, "second," starts on the "second to the extent"?

THE WITNESS: Page 3?

MR. AGELAKOPOULOS: Yes.

THE COURT: Page 2.

BY MR. AGELAKOPOULOS:

Q. Page 2 of 8, paragraph 3, roughly lines 17 through 22.

Do you see that?

A. Yes.

Q. Okay. Will you please read the second sentence of that paragraph.

A. "The debtor testified to his belief that his law practice is separate."

Q. Okay. So in the same document, we have two different stories. So which one is it?

A. Well, the first one is incorrect. I stated so. I've never -- if I knew that this -- the law practice was going to be part of the estate, this would not have been filed. Seemingly, you recall the explanation for the filing for the petition.

Q. I apologize. I apologize, Mr. Agwara. My question to you is: Which one is correct?

A. This paragraph 3, "the practice is not part of the estate."

Q. So when you originally -- I just want to make sure I understand your testimony. So when you originally filed, you thought your law practice, your -- you're stating your belief was that was a separate entity that wasn't in bankruptcy; is that correct?

A. That's correct.

Q. Okay. Now, are you familiar with the Bankruptcy Court's order that was entered in this case that required you to produce documents related to your trust account?

A. Yes.

Q. Okay. Did you or your counsel ever advise the court of your position at that point, that your law practice and its related trust account were not in bankruptcy? You didn't do that, did you?

A. Well, I don't know what my counsel advised the court, but I will tell you this much, the --

Q. Let me -- I apologize.

A. Let me answer your question.

Q. Let me rephrase.

A. Okay.

Q. Did you ever file anything with the court in response to that order that said that your law practice and its related trust account were separate entities not in bankruptcy? Yes or no.

A. No. But that's not for lack of trying. I made it very clear to my counsel that I didn't think that the law practice -- it was never my belief that it was part of my personal bankruptcy estate.

Am I a bankruptcy attorney, no, I don't do bankruptcy. But the point is that that has always been my belief and position.

Q. Always?

A. I don't think I have -- yes, always. Now, in spite of the typo or the mistake that is contained in here, that has never changed.

Q. So I don't want to misstate your testimony. You said it was always your belief that your law practice was never in this bankruptcy?

A. No. Was not part of my personal bankruptcy.

Q. Okay. And you've held that belief throughout your bankruptcy case; isn't that right?

A. Yes.

Q. Now, please turn for me to paragraph -- to Tab 2, your schedules, and just so I understand

this is your -- this is your alleged justification for why you didn't schedule trust claimants in this case; right?

A. It's alleged, it is. Yes, that's the reason I did not.

Q. Well, turn for me to page 29 of 42, Docket No. 20, Tab No. 2.

Let me know when you're there are.

A. What's the page number?

Q. Page 29 of 42.

A. Okay. I'm there.

Q. Do you see line 7 which reads:

"regular income from the operation of business or profession or farm"

Do you see that?

A. Yes.

Q. And it lists $34,599; correct?

A. That's correct.

Q. That's your law practice; right?

A. Yes.

Q. Turn to page 30 of 42, same tab number, same UCF number, line No. 16, the line item that reads "regular expenses from operation of business, profession or farm lists $26,088."

MR. SCHWARTZ: Objection. Asked and answered.

The debtor has already testified to all these numbers, Your Honor.

MR. AGELAKOPOULOS: Not for me he hasn't.

THE COURT: Not for him he hasn't.

THE WITNESS: Yes, I see it.

BY MR. AGELAKOPOULOS:

Q. Do you see that?

A. That's correct.

Q. That's your law practice; right?

A. Yes.

Q. Turn to SOFA 1, page 32 of 42, Docket No. 20.

A. 32?

Q. 32 of 42. Question one -- let me know when you're there.

A. Go ahead.

Q. You report for calendar year 2012 $102,135 with a description, debtor business income?

A. That description is wrong.

Q. That's your law practice; right?

A. No. That's my personal income.

Q. Personal income?

A. That's correct.

Q. So the description is wrong?

A. That's correct.

THE COURT: How about for 2011? Is that incorrect also?

THE WITNESS: That is incorrect also, Your Honor.

BY MR. AGELAKOPOULOS:

Q. Okay. Now, you filed amended schedules in this case; right?

A. I believe my counsel did. Yeah, they filed one.

Q. Turn to Tab then 8 for me.

THE COURT: 8 also known as 9.

MR. AGELAKOPOULOS: I'm sorry. This is Docket No. 141. It's Tab 8 in my binder. It might be Tab 9. This is Docket No. 141. It's a 22-page document filed on March 5, 2014.

Q. Mr. Agwara, let me know when you're there.

A. I'm there.

THE COURT: Docket 141.

BY MR. AGELAKOPOULOS:

Q. Okay.

THE COURT: Hold on. Hold on. Hold on.

MR. SCHWARTZ: Which page?

THE COURT: I have -- starting at -- I'm not sure I have it.

R.S. PAGE215

THE WITNESS: That's the amended petition.
THE COURT: Starting at page 4, I have Doc 73, 5, document 85, 6, Docket 97.
MR. AGELAKOPOULOS: Uh-huh.
THE COURT: Docket 114. No nine. No eight. Nine. Docket 141.
MR. AGELAKOPOULOS: That's the one. Docket --
THE COURT: I'm sorry. I wasn't listening well. I'm sorry.
BY MR. AGELAKOPOULOS:
Q. And, Mr. Agwara, could you please turn to page 14 of 22 of that document. SOFA question 1, the question that requires you to disclose your gross income.
Do you see that?
A. Yes.
Q. Now, that lists $102,135 with a description, "Debtor business income."
That's your law practice, isn't it?
A. No. That's my personal income. My counsel has the description wrong.
Q. So you're -- did you review this before it was filed with the Bankruptcy Court?
A. I think I did, yes.
Q. Did you actually sign any of these

amended documents in ink before they were filed with the Bankruptcy Court?
A. A petition or the schedules?
THE COURT: His question was any.
MR. AGELAKOPOULOS: If it pleases the court, we can work through each --
THE COURT: No. He can answer your any question first.
MR. AGELAKOPOULOS: Oh, sure.
THE WITNESS: My recollection is that the -- if it's a petition, I signed it in ink before it was filed. But if it's a schedule, no.
BY MR. AGELAKOPOULOS:
Q. Do you recall testifying at the continued meeting of creditors held -- actually, the first meeting of creditors was held on March 6, 2014?
Do you recall testifying at that meeting of creditors?
A. Yes.
Q. Recall your testimony with respect to whether you signed these documents from that meeting?
A. Yes.
Q. You testified that you didn't sign any of these documents before they were filed with the Bankruptcy Court, didn't you?

A. Not the petition, I did say I signed the petition in ink before it was filed, but the schedules, no, not before they were filed.

Q. Okay. What about the statement of financial affairs? Did you sign off on the declaration concerning that document and let me call your attention specifically to the page, Page 22 of 22, Docket 141? We see an electronic signature.

Mr. Agwara, did you actually sign this document in ink before it was filed with the Bankruptcy Court?

A. I don't believe so.

Q. Moving on.

Please turn to Tab 3, Docket No. 21, page 1 of 9.

Let me know when you're there.

A. I'm there.

Q. This is your Chapter 13 means test --

THE COURT: 1 of 9?

MR. AGELAKOPOULOS: I'm sorry.

THE COURT: 1 of 9?

MR. AGELAKOPOULOS: Page 1 of 9. I apologize.

Q. Page 1 of 9, look at line 2, gross wages, salaries, tips, bonuses, overtime,

commissions, you report zero dollars.

Isn't that what that reads?

A. That's what it reads.

Q. Okay. Look at line 3a, "gross receipts, $34,599," gross receipts.

Do you see that?

A. Yes.

Q. That's your law practice; right?

A. That's correct.

Q. Turn to Page 7 of 9, same document, line 57a.

See that?

A. Yes.

Q. Reads "$26,088"; correct?

A. Where are you looking at?

Q. Line 57a, page 7 of 9.

THE COURT: Where it says "business expenses."

THE WITNESS: Yeah, I see that.

BY MR. AGELAKOPOULOS:

Q. That's your law practice; right?

A. I believe so.

Q. Believe so. What else would it be?

A. Counselor, I didn't prepare these forms.

Q. Did you sign this?

R.S. PAGE217

A. I gave authorization. I must have.
THE COURT: So why did you authorize it if it was not accurate?
THE WITNESS: Your Honor, it depends on what the context was. If --
THE COURT: Well, you authorized it. Let's start with that.
Did you authorize this form?
THE WITNESS: I believe I did.
THE COURT: And you say it's not accurate; correct?
THE WITNESS: Well, to the extent of what is listed as business income, yes, it is accurate. But is it my brief that this petition was -- did not include my practice, yes. That's what counsel is trying to get at.
Now --
THE COURT: No. I'm just trying to get at why you signed documents that you think are not accurate, why you authorized them to be filed?
THE WITNESS: Your Honor.
MR. SCHWARTZ: If I may, Your Honor?
THE WITNESS: It is accurate. It's $26,000. Those are business and personal expenses.
MR. SCHWARTZ: Your Honor, if I may, the b 22

is a form that is generated from Schedules I and J. It's reviewed by the debtor. It's not a form that you naturally review to the extent I think counsel is asking the witness to testify about it.
It's a form that's a product of the schedules and statements that's used in a Chapter 13 case. It's not anything Mr. Agwara would ever naturally see. I mean the b-22 is a tough form for anybody.
THE COURT: It is a tough form. I understand that. Okay.
MR. SCHWARTZ: So it certainly explains the debtors before they sign them, but I mean it's natural that he wouldn't know what the heck this is, Your Honor. He would never see it probably again in his life and may never seen it in --
THE COURT: Okay.
MR. AGELAKOPOULOS: Well, we'll leave legal arguments to the side. But let's talk about what's actually on the form.
Q. Can you turn to Page 8 of 9 for me, please. See the declaration included in item 61. Can you please read that into the record.
A. "I declare under penalty of perjury that information provided in this statement

R.S. PAGE218

is true and correct."
Q. Did you sign this document before it was filed with the Bankruptcy Court?
A. No.
Q. Let's go back to Tab 2, Docket No. 20, Page 42 of 42.
A. Okay.
Q. Could you please read the title of that document for me.
A. "Statement of Financial Affairs."
Q. No. Page 42 of 42 of Docket 20.
A. 42 of 42?
Q. Yep.
A. "Verification of creditor matrix."
Q. Would you please read the next line for me.
A. "Above named debtor hereby verifies that the attached list of creditors is true and correct to the best of his own knowledge."
MR. AGELAKOPOULOS: I'll -- We'll represent to the court that there is no matrix attached to Docket No. 20.
Q. And if the debtor disagrees, could you please point me to where on the Docket 20 you have

attached a creditor matrix?
A. I don't even know what a matrix is.
Q. Okay. Well, let's turn to Docket No. -- Let's turn to Tab No. 1, then, so I can show you what a matrix is.
Turn to Page 7 of 12 of Docket No. 1.
A. Page what?
Q. 7 of 12, Docket No. 1.
Let me know when you're there.
A. I'm there.
Q. Now, if you'd look through from Page 7, 8, 9, 10, 11, and 12, you notice anything missing there, Mr. Agwara?
A. What do you mean "anything missing"?
THE COURT: Let's have him identify what he thinks it is first.
MR. SCHWARTZ: I object, Your Honor, to the extent he's asking the witness, to use a lawyer to call for a legal conclusion about bankruptcy. He's not a bankruptcy lawyer.
THE COURT: What do you think -- look at 7 through 12.
THE WITNESS: It's list of names. Looks like a list of my creditors.
THE COURT: Okay.

R.S. PAGE219

BY MR. AGELAKOPOULOS:
Q. But you don't see a verification of the matrix at Docket No. 1, do you?
A. No.
Q. No? Because it's not there; right?
A. No. I don't see it. I mean --
Q. Okay. And then at Docket No. 20 where we do find the matrix verification, Page 42 of 42, there is no attached list?
A. Counsel, if you have a problem with how my lawyers --
THE COURT: Answer his question.
THE WITNESS: What was the question?
THE COURT: He says there's no list attached?
THE WITNESS: To what?
THE COURT: Document 20.
BY MR. AGELAKOPOULOS:
Q. Page 42 of 42.
A. I don't see a list, no.
Q. So based on those answers, you've never filed a verified matrix of creditors in this case; correct?
MR. SCHWARTZ: Objection. Calls for a legal conclusion.
THE COURT: Have you verified a matrix, sir?

THE WITNESS: You mean a list?
MR. AGELAKOPOULOS: Of creditors?
THE COURT: Have you verified a list of creditors?
THE WITNESS: I don't recall verifying one, but I may have.
MR. AGELAKOPOULOS: If it pleases the court, I'll deal with that in my legal argument.
THE COURT: Sure.
BY MR. AGELAKOPOULOS:
Q. Now, you also made -- you also told the court, here I'm looking at Tab No. 5 of your binder, Docket No. 85, page 1 of 2.
A. Yes.
Q. Paragraph 2, last sentence.
Let me know when you're there.
A. Yes, I'm there.
Q. Do you see that?
A. Yes.
Q. Could you read that last sentence into the record, please.
A. "On September 18, 2013, I filed my complete schedules and statements in Chapter 13 plan of reorganization."
Q. That's not true, is it?

R.S. PAGE220

A. I don't know.
Q. You don't know? You're testifying to it in your declaration. It says you filed complete schedules?
A. Counselor -- I -- my --
Q. That's not right, is it?
A. You going to let me answer the question?
Q. I'm asking a yes-or-no question.
A. If my attorneys tell me that they have filed it, then I have every reason to believe that they did.
Q. Okay. I'll tell you what. Let's turn to Page 2 then.
A. Uh-huh.
Q. Let me know when you're there.
A. I'm there.
Q. Look on line 12 of that document, you see where it reads "pursuant to 28 USC," could you please read that sentence into the record.
A. "Pursuant to 28 USC, Section 1746, I declare under penalty of perjury that the foregoing is true and correct."
Q. Okay. So you testified under penalty of perjury in this declaration that you filed

complete schedules with the Bankruptcy Court; correct?
A. That's correct.
Q. That's not correct, is it?
A. I don't know. I mean -- what schedules are missing?
Q. There isn't a question pending.
You haven't filed amended schedules to this date to list any of these creditors in your bankruptcy case; isn't that right?
A. What creditors?
MR. SCHWARTZ: Please clarify what creditors.
BY MR. AGELAKOPOULOS:
Q. You have not filed amended schedules in this bankruptcy case to disclose the identities and amounts owed to any entities that have an interest in or claim against any funds you hold in trust; isn't that right?
A. That is correct.
Q. Even though you've testified that you know the identities of these people?
A. Testify today or previously?
Q. Do -- okay. We'll do it that way.
A. I told you at the, I believe, at the 341 I did tell you that I can ascertain the

R.S. PAGE221

identities when I go back, go back and look through records. And if you recall, I've testified today that about half of the people we can't find. So the money has to sit there. How am I going to --

Q. Maybe I'm not being clear. My question was: Do you know the identities of the people for whom you hold money in trust? Yes or no.

A. I have that information in my office.

Q. Is that a yes or a no?

A. I guess that's a yes. But not off my head, that's what I'm trying to explain.

As I sit here, could I read the names off to you, no.

Q. So you could readily ascertain the identity of the entities for whom you're holding money in trust; correct?

A. That's correct.

Q. Okay. And you haven't amended your schedules as of this date to identify these people?

A. That's correct.

Q. Okay. Now, with respect to the documents that you produced in response to the court's order, I want to take you here, turn to Tab 10 UCF No. 158, page 6 of 8, paragraph 14, roughly lines 27 through 29.

Let me know when you're there.

A. I'm there.

Q. The sentence that begins, "As these documents," could you read that sentence into the record.

A. "As these documents are part of the client file, he considered them to be privileged information."

Q. Okay. The "he" there is referring to you; isn't that correct, Mr. Agwara? The pronoun "he" refers to you?

A. I imagine so. I haven't read the preceding paragraphs.

Q. Well, this is the reply that was filed on your behalf?

THE COURT: Well, let him read the preceding paragraph. Let him reads the rest of the paragraph.

MR. AGELAKOPOULOS: Okay.

THE WITNESS: I believe it refers to me.

BY MR. AGELAKOPOULOS:

Q. Okay. Now did you ever inform any of the parties who would receive documents pursuant to the court's order, you didn't notify any of the parties that you were withholding documents on the basis of the attorney-client privilege, did you?

R.S. PAGE222

A. No. And I wasn't.
Q. Well, that's what that says, you didn't produce them because you thought it was privileged information, that's what it says; right?
A. No. I didn't produce because I didn't have them. That may be --
Q. So you're saying that statement is incorrect?
A. That may be argument by counsel, but that's not -- that's not a declaration by me.
THE COURT: Let me ask a question here.
The documents referring to, and I'm reading from the pleading, it says:
"As these documents are part of the client file, he considers them to be privileged information. In other words, the debtor can recreate trust account information and transaction file by file when asked."
Is that what that says?
THE WITNESS: I believe that's what it says, Your Honor.
THE COURT: And you just said you don't have that information?
THE WITNESS: No, no, no. They're talking

about ledger or receipt book. If you --
THE COURT: No, not in the last -- the sentence I just read to you they aren't.
Do you have the information that is described in that last sentence I just read?
THE WITNESS: Oh, wait a minute. The documents the debtor brought with him to the initial debtor interview.
THE COURT: No. Read the last sentence. "As these documents are part of the client file, comma, he considered them to be privileged information, period. In other words, the debtor can recreate trust account information and transactions file by file when asked." That --
THE WITNESS: I understand, Your Honor, but it's referring to the documents I brought with me to the --
THE COURT: Okay.
THE WITNESS: -- to the initial debtor interview.
BY MR. AGELAKOPOULOS:
Q. Okay. Well, let's start there then.
A. That's what I was referring to.
Q. Did you withhold documents from the production that you turned over to our office and to

R.S. PAGE223

the creditor --
A. No.
Q. -- on the basis of the attorney-client privilege?
A. No. Because it was sealed.
THE COURT: These are the documents that were produced and sealed; correct?
THE WITNESS: That's correct, Your Honor.
THE COURT: Okay.
BY MR. AGELAKOPOULOS:
Q. Right, but it reads the debtor brought with him to the initial debtor interview and the meeting of creditors were documents from individual client files which he used to aid in his explanation of the trust account balances and transactions.
Did you turn those documents over as part of your document production?
A. What document are you talking about?
THE COURT: I'm not following this. We're talking about the initial production at the --
MR. AGELAKOPOULOS: Right.
THE COURT: -- ENE, not ENE, but --
MR. AGELAKOPOULOS: Right.
THE COURT: -- the initial --
MR. AGELAKOPOULOS: Right. I'm asking him

about the third to last sentence in paragraph 14. We'll start there because that's where the witness' testimony went.
"The documents the debtor brought with him to the initial debtor interview and the meeting of creditors were documents from individual client files which he used to aid in his explanation of the trust account balances and transactions."
THE WITNESS: That's incorrect. First of all, I don't even --
BY MR. AGELAKOPOULOS:
Q. So that's incorrect too?
A. Yes, it is incorrect. Initial debtor interview, I don't think I brought any documents. Maybe the 341.
Q. Mr. Agwara, you understand you're testifying under oath here today; right?
A. Yes, I do.
Q. And your testimony is you didn't bring any documents with you to the initial debtor interview?
A. Well, I --
Q. Is that correct?

A. I don't recall bringing any documents that would be privileged.
Q. So where did that -- so you said you reviewed this, right, you authorized the filing of this, but now you're saying that this is wrong?
A. The statement is incorrect. That's what I'm telling you.
Q. Just so I'm clear, just so I'm crystal clear about your testimony, you didn't -- your testimony is you didn't bring any documents with you to the initial debtor interview?
A. That's not my testimony. I'm saying to the extent that I did, it wasn't privileged. I didn't bring anything to that meeting that I claimed privilege over.
Q. So the next sentence that reads:
"As these documents are part of the client file, he considered them to be privileged."
You're stating that that's wrong?
A. That's incorrect, yes. I believe it was Mr. McClenahan that was with me at the IDI.
Q. So you never withheld -- so you never withheld any documents on the basis of the attorney-client privilege?

A. No, not pursuant to -- whatever I was ordered to give I give everything I had, no, I didn't withhold any information.
Q. The court's query went to the last sentence, which is where I'm going to direct your attention now. The sentence that begins with "In other words," can you please read that sentence into the record.
A. I thought it was already read into the record.
"In other words, the debtor can recreate trust account information and transactions file by file when asked."
Q. Is that a correct statement?
A. Yes.
Q. So that one's correct?
A. That's correct.
Q. The other ones weren't?
MR. SCHWARTZ: Objection; asked and answered.
THE WITNESS: Are you arguing with me? I've answered your question, please. This one is correct, yes.
THE COURT: I don't know one way or the other, but --
MR. SCHWARTZ: He's asked so many questions of

R.S. PAGE225

which are correct.
THE COURT: He's made the point. He's answered. Move on.
MR. AGELAKOPOULOS: Okay.
Q. So, in other words, if you have to recreate it, that means you don't have it; right?
A. Have what?
Q. The trust account information and transactions file by file that you say you can recreate, means you don't have it; right?
A. Well, if I don't have it, how is it that I can recreate it. Of course, I have the information.
Q. Oh, so you can -- so you basically -- your testimony is just so I understand, you can recreate trust account information and transactions file by file when asked; that's your testimony?
A. That's the argument my counsel made in the pleading.
Q. I'm not asking about the argument your counsel made. I'm not asking you is that correct, yes or no?
A. Yes, I can recreate the files.
Q. Okay. When asked, correct, that's what that says; right?

A. That's what it says.
Q. And you just corrected me and you said how could I recreate it if I don't have the information; right? That's what you just testified; right?
A. No.
THE COURT: I think you're becoming a bit argumentative, and it's not really doing you that much good. So I'd move on.
MR. AGELAKOPOULOS: Okay.
Q. Well, I guess my only question would mean if you have the information, did you produce a trust accounting in response to the court's order? If you have the information and you can recreate it file by file, did you do that in response to the court's order? Yes or no.
A. Yes. That's information I handed over.
THE COURT: No, no. That wasn't his question. He asked if you created an accounting from the information you have?
THE WITNESS: No, I did not create the accounting, if that's your question.
MR. AGELAKOPOULOS: I apologize. That's the end of my questioning.
THE COURT: Okay.

MR. AGELAKOPOULOS: And I guess we can proceed to legal argument if the court --

THE COURT: Well, they may want to direct.

MR. AGELAKOPOULOS: I apologize. I understand. So I will pass the witness.

THE COURT: Counsel.

MR. SCHWARTZ: Certainly.

REDIRECT EXAMINATION

BY MR. SCHWARTZ:

Q. I'll try to go in order, Mr. Agwara, of the questions that the Trustee was asking you, Trustee's counsel was asking you.

First, he asked you about an entity that was created in March, Agwara and Associates, Limited.

Do you recall those questions?

A. Yes.

Q. Has anything occurred or been done with that particular entity to date?

A. No.

Q. That entity is simply a shell?

A. It's not even a full entity yet.

Q. What do you mean by "it's not a full entities yet"?

A. There's no list of officers because after creating which means filing the articles of incorporate -- organization, I did talk to counsel, and it's you, and you advised me to stop any further action to that as you believe that that would not be in line with the Code.

Q. Understood. Thank you.

Did you set up that entity in an effort to begin to prepare to comply with some of the issues that we're concerned with today?

MR. AGELAKOPOULOS: Objection; Your Honor. Leading.

THE WITNESS: It's my counsel. Sorry, Your Honor.

THE COURT: It's in between there someplace and it's late in the day.

It wasn't -- I don't think it was quite specific enough to be leading.

MR. SCHWARTZ: And, Your Honor, I would stress that I allowed counsel to make the -- many questions got awfully argumentative.

THE COURT: There's no even-steven rule in objections.

MR. SCHWARTZ: Fair enough, Your Honor. If there is no even-steven rule, then I will keep that

R.S. PAGE227

in mind going forward. It's hopefully even respect rule.

Q. Did you create that entity out of concern for some of the issues that have been raised here today?

A. Yes. Specifically issues raised by the trustee.

Q. Turning then to your 341 meeting, Mr. Agelakopoulos asked you many questions about that and your schedules and statements.

Do you recall those questions?

A. Yes.

Q. Do you recall him asking you if you remember signing any documents in ink?

A. Yes.

Q. And you broke up some of these questions, if I recall, between the petition and some subsequent amendments.

Do you recall those answers?

A. That's correct.

Q. Do you remember during your first 341 meeting seeing any actual copies of the petition, schedules and statements?

Back up. Do you recall that --

A. I believe you showed me some copies of

some documents that had my ink signature on them.

Q. Do you recall at your first 341 meeting, and I was representing you during that hearing?

A. Yes.

Q. And do you recall Mr. Agelakopoulos asking you about each one of these signatures during that hearing?

A. Yes, I do.

Q. Do you recall seeing copies of those same documents from me during that hearing?

A. Yes.

Q. Were any of those not signed in ink?

A. The ones you showed me were signed in ink.

Q. And did that apply to every signature line Mr. Agelakopoulos showed you with respect to your petition?

A. You mean that 341 or today?

Q. The first 341.

A. Yes, he did.

Q. Do you recall after that he showed you some other documents with your electronic signature on them that were filed subsequent to your petition?

A. That's correct, I do.

R.S. PAGE228

Q. Do you recall him asking you whether you authorized the use of your electronic signature on those documents?
A. Yes, he did ask.
Q. Do you recall your answers to those?
A. I told him I authorized them.
Q. In connection with those documents that he questioned you about, did you also testify that you reviewed them?
A. That's correct.
Q. Did you also testify through via email or some action that your electronic signature could be affixed to those documents?
A. Yes.
Q. So, in your opinion -- well, Your Honor, I'll save that for legal argument. I'm sorry.
So in the context of the procedure of the bankruptcy case, you've testified initially you thought your law practice was a separate company because it had its own EIN and its own bank account as you understood it.
Those issues aside, when the judge elected to grant your wife relief from the automatic stay and to pursue her case in family court, did that change your view of what could be accomplished in

bankruptcy?
A. Yes. And in addition to that, there were other events that also changed my view of what could be accomplished here.
Q. In connection with your decision to seek the dismissal of your case and then also subsequently learning there could be some issues with the way that your business is held by you personally, did you make a decision to decide what the court wanted to do with your case before you finalized notice to certain parties if necessary?
A. Yes.
THE COURT: I'm sorry. Could you please rephrase that. I did not understand your question.
MR. SCHWARTZ: I'll put it a different way, Your Honor.
Q. If the judge is not inclined to dismiss your case, are you happy to send notice to all the parties that people are concerned with today?
A. Of course.
Q. And it's only because there was a pending motion to dismiss your case that you elected not to deal with these issues immediately?
A. And that's correct.
Q. Mr. Agelakopoulos asked you many

R.S. PAGE229

questions about your income and your statement of financial affairs. If you recall, you just said it was mislabeled, not necessarily misnumbered.

So is it, just to be sure, your testimony is that you believe those $100,000 roughly income numbers in your schedules reflect your personal business income, not your overall Agwara and Associates income?

A. That's correct.

Q. And just to be certain, we're saying, we're all saying the same things, Mr. Agelakopoulos asked you if there was any privileged information you have not turned over, and as I understand it, especially after your 2004 Exam, it's your view that all of the files at issue have been turned over?

A. Well, the files that responded to the order regarding trust accounts, yes, I turned over what I had.

Q. And with respect to the last couple of questions that Mr. Agelakopoulos asked you about, the ledgers that the U.S. Trustee's Office asked you to create, if I understand your testimony correctly, is that you do not keep ledgers in that fashion of which you were asked?

A. First of all, I don't recall anybody

asking me to create a ledger. But I don't have any ledgers. I've never used them. I don't even know what a ledger is.

THE COURT: Big book, lots of columns.

MR. SCHWARTZ: Lines with numbers.

Q. So as you understood the questions that were being asked to you was turn over everything that was in your possession, custody or control, and you did that?

A. Yes.

MR. SCHWARTZ: Thank you. I have nothing further.

THE COURT: I have a couple questions. You parse your words very carefully.

Is there anything that was in the order that you haven't turned over?

THE WITNESS: Not that I know of, Your Honor.

THE COURT: Is there anything that anybody else has asked you for that you haven't turned over that exists?

A. Anybody that's asked me for?

MR. SCHWARTZ: Do you mean anyone -- you mean between the U.S. Trustee and --

THE COURT: Yes.

MR. SCHWARTZ: -- and Mr. Agwara?

THE COURT: Yes.
THE WITNESS: Regarding the trust account --
THE COURT: No. Regarding anything.
THE WITNESS: Oh, I don't --
THE COURT: Has the U.S. Trustee's Office or your wife's counsel asked you to produce something that you have not turned over?
THE WITNESS: Wife's counsel has requested Wells Fargo Bank account statements that were closed, and I did tell her that my wife had those before she moved. So I haven't produced those.
And she promised to produce them to her.
THE COURT: We discussed that earlier?
THE WITNESS: Yeah.
THE COURT: Okay.
THE WITNESS: And also, Your Honor, just so you know, there were subpoenas sent out for the same information that they were trying to get me to produce.
THE COURT: But there's no rule that says they can't ask both parties.
THE WITNESS: Oh, okay.
THE COURT: And you should know that.
MR. SCHWARTZ: Your Honor, I --

THE COURT: I'm just trying to clarify some things, and I'm satisfied now. Thank you.
MR. SCHWARTZ: Then I have no further questions subject to Ms. Kung.
MS. KUNG: Just for clarification, Your Honor. There are still multiple outstanding documents that have not been turned over including copies of the deposit checks with the deposit slips, a client list of client names, the documents that he talked about within each file.
However, he did agree to work with us to provide it to us. The last 2004 Exam was continued for the purpose of him being able to go and reconcile and get some of these documents. We were working with his counsel who was amicable. And that continued 2004 Exam date has not yet been set, so these documents requests are still outstanding.
THE COURT: And do you understand that, sir?
THE WITNESS: Yes.
THE COURT: Okay. Thank you.
And those were subpoenaed, I assume?
MS. KUNG: All of the documents -- all of the documents that we subpoenaed from the bank, we received responses to. These were documents that nobody other than Mr. Agwara would have had copies

R.S. PAGE231

of.

THE COURT: Right. Did you subpoena them from him?

MS. KUNG: We requested. We made --

THE COURT: Requested production.

MS. KUNG: We made a formal request at the 2004 Exam because they were not provided when he showed up at the 2004 Exam at which time he was required to bring several documents. So we agreed to continue it so that he could provide those documents, then we could question him thereon.

THE COURT: Okay. Thanks.

Counsel.

MR. AGELAKOPOULOS: Just a couple -- two questions --

THE COURT: Sure.

MR. AGELAKOPOULOS: -- on recross. I want just to be because -- I just want to be clear in my understanding.

RECROSS-EXAMINATION

BY MR. AGELAKOPOULOS:

Q. Just so I'm clear, Mr. Agwara, your testimony is that you have not withheld any documents that are responsive to the court's order of --

entered at Docket No. 114 on the basis of the attorney-client privilege; is that correct?

A. That's correct.

Now, Your Honor, if I may, are we talking about medical records? Because I was never ordered to produce medical records. Those would -- I would need HIPAA authorization. I don't want to --

THE COURT: Is that what you're talking about?

MR. AGELAKOPOULOS: I'm asking if there were any documents that were responsive to the court's order -- that were responsive to the court's order --

THE COURT: That have been withheld --

MR. AGELAKOPOULOS: -- that were withheld on the basis of the attorney-client privilege.

THE COURT: I do not think my order included medical records.

THE WITNESS: I didn't think so either, no.

THE COURT: So is there anything you've withheld?

THE WITNESS: No, Your Honor.

BY MR. AGELAKOPOULOS:

Q. And you did not so -- is it your testimony now that you did not testify at your first meeting of creditors that documents were withheld based on the attorney-client privilege?

R.S. PAGE232

A. I don't recall giving that testimony, Counsel.

MR. AGELAKOPOULOS: Thank you, Your Honor. No more questions.

THE COURT: Do you have any other witnesses? Mr. Agelakopoulos, do you have any other witnesses?

MR. AGELAKOPOULOS: If we are moving to our -- if we're moving to our case in chief, then at this point I would move into evidence Tabs 1 through 10 of the U.S. Trustee's binder which includes the declaration of D.A. Clarke Finneran.

I would profer his testimony. He's available for cross-examination if anybody wishes to cross-examine him or if the court has any questions of him.

THE COURT: Any cross of this witness?

MR. SCHWARTZ: No, Your Honor.

THE COURT: Any objection to his declaration?

MS. KUNG: None, Your Honor.

THE COURT: Any objection to the admission of any of the exhibits?

MR. SCHWARTZ: No, Your Honor.

MS. KUNG: No, Your Honor.

THE COURT: They're all admitted.

You don't have to testify, sir. Thank

you.

MR. AGELAKOPOULOS: Again, for the record, Anthanasios Agelakopoulos for the U.S. Trustee's Office.

Mr. Finneran is also available if the court will ex under thorough bankruptcy procedure 917, Federal Rules of Evidence, 614, and Thorough Rule of Evidence, I believe, 1101.

If the court has any inquiries of him as a witness, he's available to answer to the extent the court wishes to ask him any questions.

THE COURT: I want to take look at his declaration.

What number is that?

MR. AGELAKOPOULOS: In the binder --

THE COURT: Yeah.

MR. AGELAKOPOULOS: -- it is --

MS. KUNG: 10, Your Honor.

THE COURT: 10.

MR. AGELAKOPOULOS: No, it's not.

THE COURT: Not 10.

MS. KUNG: It's 10 in ours.

MR. SCHWARTZ: It's 10. It may be 9 in yours.

THE COURT: It's 9.

MR. AGELAKOPOULOS: It's 9.

R.S. PAGE233

THE COURT: Okay.
MR. AGELAKOPOULOS: I apologize.
MR. SCHWARTZ: It's 10 in mine.
MS. KUNG: It's 10 in ours, right? Mine and yours at least.
MR. SCHWARTZ: So I think, Your Honor, just to be -- while you read that, I think we have nine exhibits; is that correct?
THE COUPT: Yeah, we have --
MR. AGELAKOPOULOS: There should be ten. There should be ten exhibits.
MS. KUNG: We are missing 8 in mine.
MR. SCHWARTZ: And we're missing one.
THE COURT: Yeah, we're all missing 8. We're all missing one exhibit. And there is no 8. There's nothing behind Tab 8. There is no Tab 8, and nothing's behind it.
THE WITNESS: Mine has something.
THE COURT: Your does?
THE WITNESS: Yes, Your Honor.
MR. AGELAKOPOULOS: I apologize. I can give the court my binder. That's a complete binder.
THE COURT: Okay. We'll admit your binder.
MR. AGELAKOPOULOS: And I can provide this to the counsel. They should have all the exhibits.

THE COURT: Do you know what's missing? Do we know what --
MR. SCHWARTZ: I think, Your Honor, they're all docket entries, so I think it's not very controversial in terms of what's here.
THE COURT: Okay.
MR. AGELAKOPOULOS: They should all be there. And by the way, they are also certified copies provided by Clerk of the Court's Office. So they're self-authenticating under Federal Rule of Evidence 9024.
And they're offered for hearsay purposes. They are admissions of parties opponent under Federal Bankruptcy Procedure 9017 and (b)2 (d)2 if Federal Rules of Evidence. We think they're admissible.
THE COURT: They're admitted on all those grounds and on the grounds that the other parties have stipulated.
MR. AGELAKOPOULOS: Thank you.
THE COURT: And here's the exhibit book. So let me just take a second and read this.
(Brief pause while court is reading.)
THE COURT: I do have one question for Mr. Finneran.

R.S. PAGE234

MR. AGELAKOPOULOS: All right.
THE COURT: Paragraph 14 in your declaration, it says --
MR. AGELAKOPOULOS: Your Honor, if I may pause, should we dismiss Mr. Agwara from the stand?
THE COURT: Yes. Anybody want to -- anybody have an objection to dismissing Mr. Agwara?
You may step down, sir.
MS. KUNG: No, Your Honor.
MR. AGELAKOPOULOS: No, Your Honor.
MR. SCHWARTZ: Probably should leave the exhibits.
THE COURT: Paragraph 14, it says:
"At the IDI when asked about certain lawyer transfers identified on the bank statements, the debtor deferred to other bank documents in his possession which he brought to the IDI. Debtor showed these documents to me and retained them in his own file without providing copies to the U.S. Trustee."
Is that still the case?
MR. FINNERAN: There were some documents -- I'm sorry, Your Honor.
Do you need to me stand?

THE COURT: Sure. Let's be formal. Take the stand and be sworn, please.
MR. FINNERAN: Sure.
THE COURT: I apologize. I'm just a little unclear as to what may or may not have been produced.
THE CLERK: Please remain standing and raise right hand.
Do you affirm to tell the truth before the Bankruptcy Court under penalties of perjury?
THE WITNESS: I do.
THE CLERK: Please state your name and spell it for the record.
THE WITNESS: D.A. Clarke Finneran. That's initial D, initial A, middle name Clarke, C-l-a-r-k-e, last name Finneran, F-i-n-n-e-r-a-n.
THE CLERK: Thank you.
THE COURT: So my question is with respect to 14, and I read that.
THE WITNESS: I'm sorry. Can you give me the tab so I can read it.
THE COURT: It is Tab -- well, it's Tab 9 in my -- it might be Tab 8 in yours. I'm just not positive.
MS. KUNG: Or 10.
THE WITNESS: All right. I have it.

R.S. PAGE235

THE COURT: 10.
THE WITNESS: And we're looking at page --
THE COURT: I'm looking at Page 3.
THE WITNESS: 3 of 4. Okay.
THE COURT: 3 or 4 or paragraph 14.
THE WITNESS: 14.
THE COURT: And go ahead and read that to yourself.
THE WITNESS: Okay.
THE COURT: My question for you is this:
"It says the debtor showed these documents to me but retained them in his own files without providing a copy to the U.S. Trustee"?
THE WITNESS: I believe he may have provided some other supplemental. At the continued 341, which I did not attend, there were some other documents that were produced which actually I haven't had a chance to look, but I looked at a cover page. I believe he provided some other documents from the Nevada State Bank, but I think it was a cover letter. And I don't believe it was the same document that he had in his possession at the time of the IDI and the 341.
At the IDI he had a -- it was an

inquiry about the wire transfers, and the gentlemen offered and pulled out of his own file a document, and I reviewed it briefly. And he was trying to explain the nature of the particular wire transfers, one substantial wire transfers.
And he brought, I believe, the same document again at the 341, and there was some discussion between the creditors' counsel and debtor's counsel as to whether or not that even document should have even been presented because of Your Honor's order sealing the documents.
And the gentleman did pull it out, and I said, "Is this the document, a bank document.
He says, "yes," or some something to that effect. I'm paraphrasing.
And "That's the document with regard to the wire transfer?"
And again paraphrasing yes.
So the wire transfer, one of the wire transfers, he had a document in his possession that was a bank document that was at least not as of the 341 provided to either our office in the packet that was supposed to be delivered or to, as I understand it, to the creditor's office.
THE COURT: Counsel, is that correct, or do

R.S. PAGE236

you believe you received it?

MS. KUNG: I wasn't at the 341. Ms. Brown was.

THE COURT: Ms. Brown.

MS. KUNG: I have no idea what document he's referencing?

MS. BROWN: I specifically asked for a copy of that document and was told by counsel that I could not have it. It was like -- it looked like a stack of papers this big and that we weren't allowed to have it.

MR. AGELAKOPOULOS: Just to be clear, Your Honor, this is not -- I was not -- I'm not the counsel she is referring to I hope.

MS. KUNG: No. It's counsel for debtor.

MR. AGELAKOPOULOS: Okay.

MS. BROWN: Counsel for debtor. I'm sorry, but -- I'm so sorry.

THE COURT: No, no. Nobody has to be sorry. There have been lots of hearings with lots of different people at them.

And I'm just trying to figure out if there is something that hasn't been produced. So we're not are going to finish today.

I have -- what do I have in the

morning, not very many matters.

THE CLERK: Your Honor, we have --

THE COURT: Four, I think.

THE CLERK: Let's see. Sorry. We have a ten o'clock and then an eleven o'clock and then the duty judge.

THE COURT: Okay. I have made arrangements with Judge Landis to take my duty judge calendar if he would like to take some of that time and that can give you some leeway as to when you may want to start.

So when do we want to start tomorrow?

MR. SCHWARTZ: If I may, Your Honor, I have 9:30 and a 10:00. I certainly could start by 11:00 if we needed to.

MS. KUNG: Your Honor, I'm not really clear as to whether not we need to proceed much further tomorrow.

THE COURT: Well, you may have -- you'll certainly have arguments with respect to the trustee's position.

MS. KUNG: Agreed. But I think what we had discussed, if the Trustee is amenable, is to continue the motion to dismiss for 30 days and see if settlement can be reached, or do you want to argue it

R.S. PAGE237

tomorrow?

Because I think the resolution that we have at least putted around may satisfy most parties. I think the Trustee still have some concerns.

THE COURT: I think he rightfully has some concerns, certainly.

MR. AGELAKOPOULOS: Just a couple of housekeeping matters. Again, for the record, this is Anthanasios Agelakopoulos for the U.S. Trustee's Office.

A couple housekeeping matters for purposes of Mr. Finneran, was that the only question that needed to be posed to Mr. Finneran?

THE COURT: That's the only question I have.

MR. AGELAKOPOULOS: Does anybody have any questions?

MR. SCHWARTZ: I do. I do. I have a couple while he's here.

CROSS-EXAMINATION

BY MR. SCHWARTZ:

Q. Mr. Finneran, do you recall receiving a series of emails over various dates from my office with documents responsive to your questions?

A. I received some emails over the last

week. Is that what you're referring to?

Q. Just since this issue began, have you received a series of emails from my office?

A. I have received several emails from your office, and they had documents. Some of them had documents attached.

Q. And in that -- in connection with receipt of those emails, have you asked for some of those documents to be printed and delivered to your office?

A. I asked for all the documents to come to my office to me to be printed, yes, sir.

Q. So have you reviewed documents that have not been printed and delivered to your office but only sent via email?

So if something was delivered to you -- let me rephrase this.

If something was delivered to you from my office just via email in a portable document format, pdf, would you have necessarily been able to review all those so far?

A. I may not even attempted to review them if they were voluminous. That's why I asked for them to be in paper.

Q. I understand. And in connection with

R.S. PAGE238

the document that you saw at the 341 meeting that the debtor brought with him, which I believe was just one page, but do you recall was it a bank document that he had received in connection with your request? It was a wire transfer document.

A. The wire transfer document at the IDI, is that what you're referring to?

Q. I wasn't at the IDI. I recall seeing a bank transfer document at the 341.

Do you believe that's what you're referring to?

A. Again, I didn't examine the document in depth. It was part of the bigger conversation. So We were looking at the documents. So there was a document that appeared to a bank document, which Mr. Agwara identified as being such.

MR. SCHWARTZ: I have no further questions, Your Honor.

MS. KUNG: Briefly, Your Honor.

THE COURT: Yes, sir -- ma'am.

CROSS-EXAMINATION

BY MS. KUNG:

Q. Mr. Finneran, have you been provided with a client list of all clients which allegedly

have money in the client trust account?

A. No.

Q. Have you been provided with documentation confirming what amounts are belonging to which clients?

A. No.

Q. Okay. Do you have all the documentation you need in order for you to reconcile that trust account to determine what amounts belong to clients, if any, and what amounts belong to debtor, if any?

A. No.

Q. Okay. And have you requested those documents?

A. No.

Q. Okay. Was it in a broad request that was in an order from the court that the debtor was to provide you with all documents necessary for you to reconcile the account so that you can come to a forensic conclusion?

THE COURT: I probably didn't say that.

THE WITNESS: Yes, it was in response to the judge's order. The rest is a little bit more than what I would have expected from that.

MS. KUNG: Thank you. No further question.

R.S. PAGE239

MR. SCHWARTZ: One more, sir. I'm sorry.
THE COURT: I don't think I've ever used the word "forensic conclusion" ever.
MS. KUNG: You're probably going to use it now, though. It just rolls off --
THE COURT: I could, yeah.
MS. KUNG: -- your tongue.

FURTHER CROSS-EXAMINATION

BY MR. SCHWARTZ:

Q. Is it your view, Mr. Finneran, that any ledger or accounting that breaks down the information that Ms. Kung just asked you about should have been prepared and delivered to you by the debtor?

A. Yes.

MR. SCHWARTZ: Thank you, Your Honor. I have no further questions.

THE COURT: Okay. So --

MS. KUNG: So with regards to argument, Your Honor, if nobody objects, I would propose that we continue argument because there were several motions on for hearing, which some of which --

THE COURT: Which we haven't heard all, certainly.

MS. KUNG: Yeah. So we're definitely going to

have a continued hearing date. The issue is shall it be tomorrow or are we better served doing it in 30 days?

THE COURT: Counsel?

MS. KUNG: Does the trustee have a position?

MR. SCHWARTZ: I would vote to tomorrow.

THE COURT: You would vote for tomorrow.

MR. SCHWARTZ: It's just as fresh, Your Honor.

THE COURT: I understand that.

MR. AGELAKOPOULOS: For the record, Anthanasios Agelakopoulos for U.S. Trustee's Office. First, is Mr. Finneran excused.

THE COURT: Yes, you're excused, sir. Sorry to keep you sitting there.

No, we're going to close the doors in six minutes, and you have to stay.

MR. AGELAKOPOULOS: Our preference because the question will ultimately be whether cause exists as of the date of hearing. We would prefer that the legal argument be entertained by the court and be put before the court tomorrow if the court has time.

MR. SCHWARTZ: And, Your Honor, I think that there is an exclusivity motion pending. There's a fee application. There is a motion for turn over. One of those three I think can be continued.

R.S. PAGE240

And so the court's aware, if we're working on, I think, an agreement as far as continuance goes, what we could probably if we could do it around 11:00, but pick a time, I think we could probably limit our argument to the U.S. Trustee's opposition to dismissal and request for conversion and drive down those points and push off our arguments about what makes the most sense for the case going forward, maybe we can also --

MS. KUNG: Uh-uh. As part of the issue I have, Your Honor, is I'm not really sure where I stand.

So, you know, we're still trying to finalize some details. If we can come to an agreement, then, of course, we aren't going to be opposing the request of debtor. That if there is not, then I still need to continue to aggressively advocate on behalf of my client.

THE COURT: That you won't be precluded from that under any circumstances other than the regular rules of advocacy and the fact that you're litigating in two separate places which always makes it interesting.

But let's do this. What do I have next week?

THE CLERK: Next week, well, you have Monday and Tuesday open.

THE COURT: Would you be willing to entertain your argument by video conference on Monday of next week, or are you opposed to that?

MS. KUNG: I have no objection.

MR. AGELAKOPOULOS: I don't have any objection. I think I may -- I'm trying to keep all of the doctors' appointments in mind, and I --

THE COURT: We've all said this, and we all really mean this, if you have a doctor's appointment that is going to interfere with this and it comes up one nano second before the hearing, I will move the hearing. That is your first priority.

MR. AGELAKOPOULOS: Tuesday probably works better for those purposes.

THE COURT: Then we'll do this Tuesday. Okay.

The reason I say this is I would like to -- I'd like to think about this and go back over this stuff pretty much. It may give them, I think as they said, closet you and discuss this with you.

But I will hear arguments by video Tuesday at what time?

THE CLERK: Your Honor, you already have

R.S. PAGE241

something on from 10:00 to 10:30 by video, so we could probably start at 10:30.

THE COURT: Would that work?

MR. AGELAKOPOULOS: That's fine.

THE COURT: Okay. And really I mean this, if something comes up with you --

MS. KUNG: Absolutely.

THE COURT: -- and the doctors, we're going to move this.

MR. SCHWARTZ: Okay. And I have a -- that's fine with me, Your Honor. I just have a motion to close a case at 10:30 in front of Judge Davis, but if she takes --

THE COURT: We make it a quarter of 11:00. That should give you pretty of time or if --

MR. SCHWARTZ: If it's --

THE COURT: That should not.

Counsel?

MS. KUNG: Your Honor, just to be clear, we have six different motions.

MS. BROWN: I have to go pick up my daughter.

THE COURT: Okay.

MR. SCHWARTZ: Can you do that Tuesday?

MS. BROWN: Tuesday at 10:30 is great with me.

MS. KUNG: So we're continuing all six motions

that were set --

THE COURT: We're continuing everything.

MS. KUNG: Perfect.

THE COURT: I mean what my decision on this is going cover most of those, I believe.

MS. KUNG: Perfect.

THE COURT: So I'll hear them.

Very, very good work on all parts. I appreciate it. Very good work. Thank you.

MS. KUNG: Thank you, Your Honor. Appreciate your time.

THE COURT: So we'll be in recess.

THE CLERK: Thank you, Your Honor.

(Whereupon, at the hour of 5:24 P.M., proceedings were adjourned.)

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R.S. PAGE242

STATE OF NEVADA)
)
COUNTY OF CLARK)

I, KATHERINE E. MINJARES, do hereby certify:

That I listened to the recording of audio files of the Motion Hearing held on Wednesday, April 2, 2014, commencing at the hour of 10:10 A.M.;

That I thereafter transcribed said audio files into a typewritten transcript and that the typewritten transcript of said proceedings is a complete, true and accurate transcription of said recordings to the best of my ability to hear and understand the recording.

I further certify that I am not a relative nor employee of any counsel involved in said action, nor a person financially interested in said action;

KATHERINE E. MINJARES, CCR #336, Transcriber

R.S. PAGE243

EXHIBIT 11

Honorable Bruce T. Beesley
United States Bankruptcy Judge

Entered on Docket
October 06, 2014

Jacob L. Houmand, Esq. (NV Bar No. 12781)
Email: jhoumand@nelsonhoumand.com
NELSON & HOUMAND, P.C.
3900 Paradise Road; Suite U
Las Vegas, Nevada 89169-0903
Telephone: 702/720-3370
Facsimile: 702/720-3371

Attorneys for Victoria L. Nelson, Chapter 7 Trustee

NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U
Las Vegas, Nevada 89169
Telephone: (702) 720-3370
Facsimile: (702) 720-3371

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re: LIBORIUS IHECHERE AGWARA, Debtor.	Case No. BK-S-13-17576-BTB Chapter 7 **ORDER APPROVING SECOND STIPULATION TO FREEZE IOLTA BANK ACCOUNT PENDING INVESTIGATION BY TRUSTEE** Date of Hearing: N/A Time of Hearing: N/A Judge: Honorable Bruce T. Beesley

The Court having reviewed and considered the Second Stipulation to Freeze IOLTA Bank Account Pending Investigation BY Trustee (the "Stipulation") filed by the parties thereto, and good cause appearing therefore,

IT IS HEREBY ORDERED that the Stipulation is **APPROVED**; and

. . .

IT IS FURTHER ORDERED that the Debtor's IOLTA Bank Account held at Nevada State Bank (the "Account") shall be frozen and the proceeds currently retained in the Account shall be frozen (excepting any checks which have previously been issued but have not yet cleared the Account) until 5:00 p.m. on November 3, 2014, to allow the Trustee to conduct an investigation as to the use and utilization of the funds in the Account.

IT IS FURTHER STIPULATED AND AGREED that until 5:00 p.m. on November 3, 2014, no funds shall be paid out of the Account nor any deposits made into the Account without the Trustee's inspection and approval.

IT IS FURTHER STIPULATED AND AGREED that the Stipulation is without prejudice to any of the parties requesting a further extension of time to review the Account from the Court for cause shown.

IT IS SO ORDERED.

Prepared and Submitted By:

NELSON & HOUMAND, P.C.

/s/ Jacob L. Houmand

Jacob L. Houmand, Esq. (NV Bar No. 12781)
3900 Paradise Road; Suite U
Las Vegas, Nevada 89169-0903
Telephone: 702/720-3370
Facsimile: 702/720-3371

Attorneys for Victoria L. Nelson, Chapter 7 Trustee

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NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U
Las Vegas, Nevada 89169
Telephone: (702) 720-3370
Facsimile: (702) 720-3371

EXHIBIT 12

AFFIDAVIT OF DAWN MEEKS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

Dawn Meeks, being first duly sworn, deposes and states as follows:

1. I am the Senior Paralegal Investigator for the Office of Bar Counsel of the State Bar of Nevada. My job duties are performed under the direct supervision of Bar Counsel.

2. I also serve as a custodian of records for the Office of Bar Counsel and the attached documents represent true and correct copies of original or certified copies of original documents on file with, and maintained in the ordinary course of business by the Office of Bar Counsel.

3. I am the investigator that has been assigned to investigate State Bar matters involving attorney Liborius I. Agwara ("Agwara"). In that capacity of I have personal knowledge of the facts and circumstances set forth herein.

4. Between April 9, 2014 and July 21, 2014 the Office of Bar Counsel received correspondence and documentation in connection with Agwara's personal bankruptcy proceeding in the United States Bankruptcy Court. Attached to the State Bar's SCR 102(4) Petition are true and accurate copies of the State Bar records as follows:

///

Petition Exhibit 1 – April 9, 2014, Correspondence to the State Bar from the Schwartz Law Firm

Petition Exhibit 2 – March 24, 2014, Declaration of Bankruptcy Analyst/CPA, D.A. Clarke Finneran

Petition Exhibit 3 – April 17, 2014 Correspondence from the Office of Bar Counsel to Agwara

Petition Exhibit 4 – May 6, 2014 correspondence from Agwara to the Office of Bar Counsel re: State Bar request for records.

Petition Exhibit 5 – Order Approving Stipulation To Freeze IOLTA Bank Account Pending Investigation by Trustee, USBC Docket 236, July 23, 2014

Petition Exhibit 6 – July 21, 2014 correspondence from United States Bankruptcy Court Judge Bruce Beesley to the State Bar

Petition Exhibit 7 – Transcript of April 2, 2014 United States Bankruptcy Court Motion Hearing

Petition Exhibit 8 – Order Approving Second Stipulation To Freeze IOLTA Bank Account Pending Investigation by Trustee, USBC Docket 285, October 6, 2014

5. On June 20, 2014, the State Bar subpoenaed Agwara'a Nevada State Bank Trust Account ("NSB Trust Account") records directly from the bank. Review of the subpoenaed NSB Trust Account records received by the Bar, revealed transfers into a Wells Fargo Bank ("WFB") account. Accordingly, the State Bar subpoenaed WFB records. **Affidavit Exhibit 10-A.**

///

6. On January 27, 2016, the State Bar received WFB records in response to the State Bar subpoena, in pertinent part revealing both an operating account, and an IOTA trust account, as follows:

Acct #	Account Name	Documents Received
8027	Liborius I. Agwara IOLTA Trust Account ("WFB Trust Account")	Signature card, statements checks, and deposits for account opened December 15, 2014
8515	Liborius I. Agwara, Esq. DBA Account ("WFB Operating Account")	Signature card, statements, checks, and deposits for account opened December 15, 2004

Affidavit Exhibit 10-A.

7. The WFB Operating Account records provided to the State Bar covered dates of service from January 2009 through December 15, 2015. With respect to the WFB Operating Account, I examined every bank statement, check, deposit and withdrawal provided for the subpoenaed period of time, to determine whether Agwara co-mingled third party/client funds in non-trust accounts.

8. The records reveal that that commencing July 14, 2014, Agwara began depositing client settlement monies into the WFB Operating Account. **Affidavit Exhibit 10-B.** For the next approximate nine months Agwara continued to deposit and disburse client funds into and out of this operating

account which contained comingled personal funds and law practice operating funds, in addition to the client funds. **Affidavit Exhibit 10-C.**

9. More specifically, the relevant portions of the State Bar reconciliation of these records attached hereto as **Exhibits 10-B** and **10-C**, demonstrate that between July 14, 2014 and April 22, 2015, there were thirty-four (34) occasions on which Agwara made deposits into the WFB Operating Account, of funds received on behalf of a client in the form of either a settlement check or a medical payment coverage check. **Exhibit 10-B.** The total amount of client fund checks deposited into the WFB Operating Account over this approximate nine-month period of time was $343,876.39. **Exhibit 10-B.**

10. The reconciliation also shows that during this same nine-month period of time, there were non-client related transactions also being processed through the WFB Operating Account, including withdrawals for office repair and maintenance, pool service, paralegal services, child support, vehicle maintenance, personal litigation expense (bankruptcy and divorce), payroll, lawn maintenance at a personal residence, self-storage fees, CLE fees, payroll costs, etc. **Exhibit 10-C.**

11. The WFB records provided in response to the State Bar subpoena also revealed that on December 15, 2014, Agwara opened an IOLTA trust

account at WFB ("WFB Trust Account") number ending 8027. **Affidavit Exhibit 10-A.**

12. Commencing December 16, 2014, Agwara began using the WFB Trust Account for deposit and disbursement of client funds. **Affidavit Exhibit 10-D.**

13. With respect to the WFB Trust Account records, I entered every bank statement, check, deposit and withdrawal into an Excel spreadsheet to examine whether Agwara utilized the WFB Trust Account in accordance with RPC 1.15. Attached is the reconciliation prepared by me which reveals ongoing failure to accurately account for disbursement of client funds to include:

(i) On 2/10/15, $10,000 was deposited from ESIS re: Sofia Contreras. Between 2/23/15 and 6/30/15, only $5,283 of that sum was withdrawn, including payment to Agwara, with no payment to the client, leaving a client fund balance of $4,717 in the trust account as of 12/15/15.

(ii) On 2/10/15, $14,200 was deposited from Liberty Mutual re: Alexis Escobar. On 3/24/15, $4,733 was withdrawn payable to Agwara & Associates. As of 12/15/15 there were no other withdrawals from the account that referenced Alexis Escobar, and no withdrawal indicating that the client was paid, leaving a client fund balance of $9,467 in the trust account as of 12/15/15.

(iii) On 3/12/15, $8,000 was deposited from Progressive Insurance re: Rene Romero-Alfano, and on 5/6/15, $2,005.82 was deposited from Allstate re: Rene Romero-Alfano, totaling $10,005.82. Between 4/7/15 and 4/9/15, $8,302.82 was withdrawn

reference this client, including payment to Agwara, leaving a client fund balance of $1,703 in the trust account as of 12/15/15.

(iv) On 3/12/15 and 3/24/15, a total of $65,000 was deposited from Fred Laya Insurance and nationwide Insurance re: Jose Sanchez Martinez. Between 4/2/15 and 6/18/15, a total of $67,359.19 was withdrawn with reference to this client, including payment to Agwara, creating an overdraft of ($2,359.15) with regard to this client.

(v) On 5/6/15, $15,000 was deposited from GEICO re: Magdalena Hosseini. Between 5/15/15 and 11/16/15, $8,600 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $6,400 in the trust account as of 12/15/15.

(vi) On 5/6/15, $50,000 was deposited from Farmers re: Mere Godfrey. Between 5/15/15 and 6/15/15, $48,854.75 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $1,145.25 in the trust account as of 12/15/15.

(vii) On 7/27/15, $6,000 was deposited from GEICO re: George Goldwair. Between 7/30/15 and 9/8/15, $4,694 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $1,306 in the trust account as of 12/15/15.

(viii) On 10/1/15, $55,000 was deposited from Frias Management, re: Markos Amare. Between 10/7/15 and 10/26/15, $33,501.50 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $21,498.50 in the trust account as of 12/15/15.

(ix) On 10/9/15, $4,150 was deposited from GEICO re: Baksh Qadir. As of 12/15/15 no withdrawals were made from the trust account reference this client, leaving a client fund balance of $4,150 in the trust account as of 12/15/15.

Affidavit Exhibit 10-E.

14. In addition to the subpoenaed bank records, on December 17, 2015 the Office of Bar counsel issued a Subpoena Duces Tecum to Agwara, **Affidavit Exhibit 10-F**, seeking:

> 1) client records to include, by named client, retainer agreements, termination letters, documents related to the settlement or distribution of funds to include, but not be limited to medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations;
>
> 2) accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not be limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries; and
>
> 3) personal and business tax returns.

15. On March 1, 2016, Agwara served the State Bar with an Objection to the subpoena. **Affidavit Exhibit 10-G**. The Objection advised that Agwara would be filing a brief in support of the Objection. No brief in support of the

Objection has been submitted to the State Bar as of the date of this petition.

16. I make this Affidavit upon personal knowledge of the facts and information set forth herein and attest that it is true and accurate to the best of my recollection and record review as of the date of my signature hereon.

DATED this 6th day of May, 2016.

Dawn Meeks

Dawn Meeks, CP
Senior Paralegal/Investigator

Subscribed and sworn to
before me by Dawn Meeks
on this 6th day of May, 2016.

LOUISE WATSON
Notary Public, State of Nevada
Appointment No. 15-2402-1
My Appt. Expires July 14, 2019

Notary Public in and for
said County and State

EX. 10-A

FILED
DEC 16 2015
STATE BAR OF NEVADA
BY OFFICE OF BAR COUNSEL

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.
Respondent.

SUBPOENA DUCES TECUM

Wells Fargo Bank
1121 Las Vegas Boulevard South
Las Vegas, Nevada 89104
Attn: Subpoenas

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Brian T. Kunzi, Deputy Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Friday, January 8, 2015, at 5:00 p.m.***, and produce true and correct copies of the following items. ***NOTE: Your production of the requested items relieves your obligation to personally appear before Deputy Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:***

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

RE: Liborius I. Agwara
DOB 7/23/62

1. The signature cards for any and all accounts belonging to Liborius I. Agwara and Afrique Holdings, including but not limited to Account Nos. 5814228515,

0671015626, and 3775997327 (Afrique Holdings).

In reference to accounts identified in response to number 1 of this Subpoena, please provide the following for the time period of January 2009 to present:

2. **All monthly statements of accounts.**

3. **Front and back images of all checks** issued.

4. **Front and back images of all checks deposited** into above referenced accounts.

5. **Deposit slips** prepared or used in connection with these accounts.

6. **Withdrawal slips** used in connection with these accounts and documentation as to how the funds were given, such as cashier's check, cash, etc.

7. **Cashier's Checks and documents** in connection with these accounts.

8. **Wire transfers** and instructions used in connection with transfers in/out of these accounts.

9. **Counter deposits and withdrawals.**

10. **Lines of credit.**

11. **Closure cards or statements.**

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time and place.

///

///

///

For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 16th day of December, 2015.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

B. T. K.

Brian T. Kunzi, Deputy Bar Counsel
Nevada Bar No. 2173
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

Wells Fargo Bank, N.A.
Subpoena Processing Chandler
PO Box 29728 S3928-020
Phoenix, AZ 85038
Voice: (480)724-2000

BUSINESS RECORDS DECLARATION

I, Jesse Plumb, declare that I am employed by Wells Fargo Bank, N. A. ("Wells Fargo") in the Legal Order Processing Department and am a duly authorized and qualified witness to certify the authenticity of the attached documents and/or information produced pursuant to the legal order. The Bank reserves the right to designate another Custodian as it deems appropriate in the event an actual appearance is required concerning the records produced. I certify that the attached records:

A) Were prepared by personnel of Wells Fargo in the ordinary course of business at or near the time of the acts, conditions or events described in the records; and

B) It was the ordinary course of business for Wells Fargo employees or representatives with knowledge of the act, event, or condition recorded to make the record or transmit the information therein to be included in such record.

The records produced are described as follows:

Case No: 14424659

Document Type	Account #	Paper Count	Total Copies
Statements	XXXXX5626	334	334
Signature Cards	XXXXX5626	2	2
Checks/Debits	XXXXXX0387	1	1
Deposits with offsets	XXXXXX7327	0	0
Unable to locate for time frame requested.			
Statements	XXXXXX4249	26	26
Signature Cards	XXXXXX4249	0	0
Combined with account ending in 0387			
Checks/Debits	XXXXXX8027	134	134
Statements	XXXXXX1911	0	0
Unable to locate statements for time frame requested.			
Statements	XXXXXX8515	6	6
Checks/Debits	XXXXX5626	646	646
Signature Cards	XXXXXX8515	3	3
XCC Statements	XXXXXXXXXXX095(	20	20
Statements	XXXXXX7327	0	0
Unable to locate statements for time frame requested.			
Deposits with offsets	XXXXXX0387	4	4
Statements	XXXXXX8027	3	3
Deposits with offsets	XXXXX5626	227	227
Signature Cards	XXXXXX0387	3	3
Checks/Debits	XXXXXX8515	1,907	1,907
Checks/Debits	XXXXXX7327	0	0
Unable to locate for time frame requested.			
Statements	XXXXX5309	3	3
Financial Statements	XXXXXXXXXX0001	16	16

Case No: 14424659; Agency Case No: SG131818SG140100SG140485SG141137

Document Type	Account #	Paper Count	Total Copies
Statements	XXXXXX0387	0	0
Combined with account ending in 4249			
Signature Cards	XXXXXX7327	5	5
Deposits with offsets	XXXXXX4249	8	8
Checks/Debits	XXXXX5309	14	14
Deposits with offsets	XXXXXX8515	489	489
Checks/Debits	XXXXXX1911	0	0
Unable to locate for time frame requested.			
Signature Cards	XXXXXX8027	4	4
Statements	XXXXXX8515	451	451
Financial Statements	XXXXXXXXXX0001	16	16
Signature Cards	XXXXX5309	1	1
Checks/Debits	XXXXXX4249	4	4
Statements	XXXXXX8027	38	38
Signature Cards	XXXXXX1911	1	1
Combined with account ending in 7327			
Deposits with offsets	XXXXX5309	26	26
Deposits with offsets	XXXXXX1911	0	0
Unable to locate for time frame requested.			
Deposits with offsets	XXXXXX8027	71	71
		Total Copies Delivered:	**4,463**

Additional comments: Unable to locate credit applications within the requested time frame.

I declare under penalty of perjury under the law(s) of the state of Nevada that the foregoing is true and correct according to my knowledge and belief. Executed on this 27th day of January, 2016, in the City of Chandler, State of ARIZONA.

Jesse Perez

Subpoena Processing Representative (480)724-2000

Image copies of requested transactions may be missing for the following reasons: Items not imaged, corrupted, blank, damaged, destroyed or not available, item(s) piggy-backed, electronic transaction(s). If the legal order requests certain types of loan information and other non-depository information, it was forwarded to other departments for compliance.

Business Account Application

Stephanie Zavodny N0073 02687
702-952-7680 S3713-011
Wells Fargo Bank, N.A. COID 825
Vegas South & Bonneville Ofc. AU 08856

WELLS FARGO

Information About Your Accounts

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

Bank Name: Wells Fargo Bank , N.A.

COID	Date	Location Number	AU	Officer Name	Officer Number	Phone Number
00825	12/15/2004	02687	8856	STEPHANIE ZAVODNY	N0073	702/952-7680

Type of Account(s)	Account Number(s)	Opening Deposit(s)
EXPANDED BUS SERVICES PKG CH	5814228515	$40,000.00 INTX

Information About Your Business

Contact Information

Business Name: LIBORIUS I AGWARA, ESQ

Statement Mailing Address: 320 E CHARLESTON BLVD STE 203
LAS VEGAS, NV
89104-1022
US

Street Address	City	State	Zip	Country
320 E CHARLESTON BLVD STE 203	LAS VEGAS	NV	89104-1022	US

Directional Address (Document directional address for customers who do not have physical residence, business or alternate street address.)

E-Mail Address:

Web Site:

Phone	Fax	Cellular	Pager
702/385-4800			

Business Information

Entity	Sub Type	Non-Profit	Date Established
Sole Proprietor		No	12/10/2001

Current Ownership Since Date	# of Employees	Industry
	1	Professional, Scientific, and Technical Services

Description of Business:

Annual Gross Sales	Year Reported	Fiscal Year End	Country of Registration	Primary Financial Institution	# of Locations
$100,000	01/01/2004		US		

Major Suppliers/Customers:

Sales Market	Primary States
Local	

Bank Use

Name/Entity Verification	Address Verification	Check Reporting
Existing Customer 12/01	Existing customer	NORECORD

Previous Bank Reference	International Transactions	BACC Reference#
		604BAC0329350

Information About Owners and Key Individuals

Name		Type	Number	State/Country	Issue Date	Expiration Date
LIBORIUS I AGWARA	Primary ID	DL	1501271852	NV	06/04/1999	07/23/2007
	Secondary ID	Othe	WF DEBIT CARD	NV	None	01/31/2005
	Primary ID					
	Secondary ID					
	Primary ID					
	Secondary ID					

BBG2307 (2-04 74400-J)

113

Information About Owners and Key Individuals

Name		Type	Number	State/ Country	Issue Date	Expiration Date
	Primary ID					
	Secondary ID					
	Primary ID					
	Secondary ID					
	Primary ID					
	Secondary ID					
	Primary ID					
	Secondary ID					

Overdraft Protection from Savings

For the overdraft protection described below,

Savings account # _____ will be linked to checking account # _____

Savings account # _____ will be linked to checking account # _____

Savings account # _____ will be linked to checking account # _____

Savings account # _____ will be linked to checking account # _____

If an item (as defined in the Bank's Business Account Agreement) overdraws a checking account designated above, the Bank will automatically transfer available funds in the linked savings account to the overdrawn checking account up to the amount of the overdraft. If the overdraft exceeds available funds in the linked savings account, the Bank may, at its sole option, pay the item and create an overdraft in the checking account or return the item unpaid.

Certificate of Authority Cross Reference - Existing Customers - New Accounts

For use when persons identified as authorized signers on the Customer's existing Certificate of Authority are identical to the persons designated as authorized signers for the accounts listed on this Business Account Application

Please refer to Certificate of Authority currently on file for account: _____

Certificate of Authority Agreement

Each person signing this Application certifies that:

A. **The Customer's use of any Bank account, product or service will confirm its receipt of and agreement to be bound by the Bank's applicable account fee schedule and account agreement that includes the dispute resolution program under which any disputes between the Customer and the Bank relating to the Customer's use of any bank account, product or service will be decided in an arbitration proceeding before a neutral arbitrator and not by a jury or court trial.**

B. Any one of the person(s) who signs this Application or whose name, any applicable title and specimen signature appear in the Signature Capture Section of this Application is authorized on such terms as the Bank may require to:

(1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for products and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements).
(2) Authorize (by signing or otherwise) endorse for deposit, cashing or collection items from the Customer's account(s) listed on this Business Account Application, including without limitation, any item payable to (a) the individual order of the person who authorized the item or (b) the Bank or any other person for the benefit of the person who authorized the item;
(3) Give instructions to the Bank in writing (whether signed manually or by a facsimile or mechanical device without regard to when or by whom or by what means it may have been made or affixed), orally, by telephone or by any electronic means in regard to any item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customers shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and
(4) Delegate his or her authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.

C. If a code must be communicated to the Bank in order to authorize an item, and the code is communicated, the item will be binding on the Customer regardless of who communicated the code.

D. The information provided in this Application is correct and complete, the person(s) who are signing this Application and the person(s) whose names appear in the Signature Capture section of this Application hold any positions indicated, and the signatures appearing opposite their names are authentic, official signatures.

VB

E. The Bank is authorized to inquire at any time about any person whose name appears on this Application with check and/or credit reporting services and to share this information and information about the Customer and the Customer's account(s) with any affiliate of the Bank.

F. Each transaction described in this Certification conducted by or on behalf of the Customer prior to delivery of this Certification is in all respects ratified.

G. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service directly or indirectly referred to in this Certificate.

H. The Customer has approved this Certificate of Authority or granted the person(s) signing this Application the authority to do so on the Customer's behalf by
(1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
(2) the signature on this Application of each of the Customer's trustee(s), if the Customer is a trust; or
(3) the signature on this Application of the Customer, if the Customer is a sole proprietor.

Tax Reporting and Certification (Substitute IRS Form W-9)

Tax ID and Number

SSN [redacted]

Certification: Under penalties of perjury, I certify that:
1. The number shown on this form is my correct Taxpayer Identification Number, and
2. UNLESS I HAVE CHECKED ONE OF THE BOXES BELOW, I am not subject to backup withholding either because 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 the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual Retirement Arrangement (IRA), and payments other than interest and dividends), and
3. I am a U.S. person (including a U.S. resident alien).

☐ I am subject to backup withholding ☐ I am exempt from backup withholding

Note: The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding

Certified/Agreed to by:

Signature	Printed Name	Title/Position	Date
[signature]	LIBORIUS AGWARA	OWNER	12/15/04
Signature	Printed Name	Title/Position	Date

Authorized Signers:

	Printed Name	Position/Title
Signature 1 [signature]	LIBORIUS I AGWARA	Owner
Signature 2	Printed Name	Position/Title
Signature 3	Printed Name	Position/Title
Signature 4	Printed Name	Position/Title
Signature 5	Printed Name	Position/Title
Signature 6	Printed Name	Position/Title
Signature 7	Printed Name	Position/Title

33

Business Account Application

WELLS FARGO

Bank Name: WELLS FARGO BANK, N.A.		Store Name: PARADISE VALLEY	
Banker Name: TRAMMELL, DIORE X		Officer/Portfolio Number: N2208	Date: 12/15/2014
Banker Phone: 702/765-2576	Store Number: 00219	Banker AU: 0007391	Banker MAC: S4772-011

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

New Account Information

☒ New Deposit Account(s) Only ☐ New Deposit Account(s) and Business Credit Card

Account 1 Product Name: Basic Business Checking IOLTA			Purpose of Account 1: General Operating Account	
COID: 825	Product: DDA	Account Number: 8991558027	Opening Deposit: $100.00	Type of Funds: CACK

New Account Kit: B20141029-0007285187	Checking/Savings Bonus Offer Available: No

Related Customer Information

Customer 1 Name: LAW OFFICES OF LIBO AGWARA, LTD.	Account Relationship: Sole Owner
Enterprise Customer Number (ECN): 295569500035365	
Customer 2 Name: LIBORIUS AGWARA	Account Relationship: Signer
Enterprise Customer Number (ECN): 81596570659	

Checking/Savings Statement Mailing Information

Name(s) and Information Listed on Statement: LAW OFFICES OF LIBO AGWARA, LTD.	Statement Mailing Address: 4693 E FLAMINGO RD		
NV IOLTA ACCT	Address Line 2:		
	City: LAS VEGAS	State: NV	
	ZIP/Postal Code: 89121-4740	Country: US	

2W02-000700959764-01

Customer 1 Information

Customer Name: LAW OFFICES OF LIBO AGWARA, LTD.

Enterprise Customer Number (ECN): 295569500035365

Account Relationship: Sole Owner

Taxpayer Identification Number (TIN): [redacted] TIN Type: EIN

Business Type: Limited Liability Company

Business Sub-Type/Tax Classification: Non-Profit: No

Date Originally Established: 09/19/2014 Current Ownership Since: Number of Employees: 4

Annual Gross Sales: $10,000,000.00 Year Sales Reported: 12/31/2013 Fiscal Year End:

Primary Financial Institution: Number of Locations: 1

Primary State 1: Primary State 2: Primary State 3:

Primary Country 1: Primary Country 2: Primary Country 3:

Street Address: 4693 E FLAMINGO RD

Address Line 2:

Address Line 3:

City: LAS VEGAS State: NV

ZIP/Postal Code: 89121-4740 Country: US

Business Phone: 702/385-4800 Fax: 702/385-4900

Cellular Phone: Pager:

e-Mail Address: LIBOLAW@YAHOO.COM

Website: www.agwarala.com

Sales Market: LOCAL

Industry: Other Services (except Public Administration)

Description of Business: Lawfirm

Major Suppliers/Customers:

Bank Use Only

Name/Entity Verification: Articles of Organization Address Verification: BACC Reference Number: 6143490003565

Document Filing Number/Description: 20140676483-51 Filing Country: US Filing State: NV Filing Date: 09/19/2014 Expiration Date: 09/18/2018

Country of Registration: US State of Registration: NV International Transactions: Check Reporting: NO RECORD

State/Foundation Name: NEVADA BAR FOUNDATION State/Foundation TIN: [redacted]

Customer 1 Name: LAW OFFICES OF LIBO AGWARA, LTD. Internet Gambling Business?: No

Owner/Key Individual 1 Information

Customer Name: LIBORIUS AGWARA			Residence Address: 1641 CITY VIEW CT		
Business Relationship: Owner with Control of the Entity			Address Line 2:		
Position/Title: ATTORNEY	Date of Birth: 07/23/1962	Enterprise Customer Number (ECN): 81596570659	Address Line 3:		
Taxpayer Identification Number (TIN): [redacted]	TIN Type: SSN		City: LAS VEGAS	State: NV	
Primary ID Type: DLIC	Primary ID Description: 1501271852		ZIP/Postal Code: 89117-1333	Country: US	
Primary ID St/Ctry/Prov: NV	Primary ID Issue Date:	Primary ID Expiration Date: 07/23/2017	Check Reporting: NO RECORD		
Secondary ID Type: OTHR DC	Secondary ID Description: WF DC VISA				
Secondary ID State/Country:	Secondary ID Issue Date:	Secondary ID Expiration Date: 12/31/2015			
Country of Citizenship: US	Permanently Resides in US:				

Certificate of Authority

Each person who signs the "Certified/Agreed To" section of this Application certifies that:

A. The Customer's use of any Bank deposit account, product or service will confirm the Customer's receipt of, and agreement to be bound by, the Bank's applicable fee and information schedule and account agreement that includes the Arbitration Agreement under which any dispute between the Customer and the Bank relating to the Customer's use of any Bank deposit account, product or service will be decided in an arbitration proceeding before a neutral arbitrator as described in the Arbitration Agreement and not by a jury or court trial.

B. Each person who signs the "Certified/Agreed To" section of this Application or whose name, any applicable title and specimen signature appear in the "Authorized Signers - Signature Capture" section of this Application is authorized on such terms as the Bank may require to:

(1) Enter into, modify, terminate and otherwise in any manner act with respect to accounts at the Bank and agreements with the Bank or its affiliates for accounts and/or services offered by the Bank or its affiliates (other than letters of credit or loan agreements);

(2) Authorize (by signing or otherwise) the payment of Items from the Customer's account(s) listed on this Business Account Application (including without limitation any Item payable to (a) the individual order of the person who authorized the Item or (b) the Bank or any other person for the benefit of the person who authorized the Item) and the endorsement of Deposited Items for deposit, cashing or collection (see the Bank's applicable account agreement for the definitions of "Item" and "Deposited Item");

(3) Give instructions to the Bank in writing (whether the instructions include the manual signature or a signature that purports to be the facsimile or other mechanical signature including a stamp of an Authorized Signer as the Customer's authorized signature without regard to when or by whom or by what means or in what ink color the signature may have been made or affixed), orally, by telephone or by any electronic means in regard to any Item and the transaction of any business relating to the Customer's account(s), agreements or services, and the Customer shall indemnify and hold the Bank harmless for acting in accordance with such instructions; and

(4) Delegate the person's authority to another person(s) or revoke such delegation, in a separate signed writing delivered to the Bank.

C. If a code must be communicated to the Bank in order to authorize an Item, and the code is communicated, the Item will be binding on the Customer regardless of who communicated the code.

D. Each transaction described in this Certificate of Authority conducted by or on behalf of the Customer prior to delivery of this Certificate is in all respects ratified.

E. If the Customer is a tribal government or tribal government agency, the Customer waives sovereign immunity from suit with respect to the Customer's use of any Bank account, product or service referred to in this Certificate.

F. The information provided in this Application is correct and complete, each person who signs the "Certified/Agreed To" section of this Application and each person whose name appears in the "Authorized Signers-Signature Capture" section of this Application holds any position indicated, and the signature appearing opposite the person's name is authentic.

G. The Customer has approved this Certificate of Authority or granted each person who signs the "Certified/Agreed To" section of this Application the authority to do so on the Customer's behalf by:

(1) resolution, agreement or other legally sufficient action of the governing body of the Customer, if the Customer is not a trust or a sole proprietor;
(2) the signature of each of the Customer's trustee(s), if the Customer is a trust; or
(3) the signature of the Customer, if the Customer is a sole proprietor.

Certified/Agreed To

Owner/Key Individual 1 Name: LIBORIUS AGWARA

Position/Title: ATTORNEY

Owner/Key Individual 1 Signature

☐ Submit manually
☐ Signature not required

Date: 12/15/2014

Authorized Signers - Signature Capture

Authorized Signer 1 Name: LIBORIUS AGWARA

Position/Title: ATTORNEY

Authorized Signer 1 Signature

☐ Submit manually
☐ Signature not required

Date: 12/15/2014

EX. 10-B

LIBORIOUS AGWARA

Settlement Checks deposited

into

Wells Fargo Operating Account
Ending 8515

AGWARA

Checks deposited into Operating Account 8515

Date	Bates	Payee	Amount	Payor	Memo	Notes	% of Funds Retained
7/14/14	SBN 5065	Agwara & Associates and Reuben Virchow	$5,100.00	Victoria Fire & Casualty	Virchow, Reuben		100%
7/31/14	SBN 5069	Rigoberto Miguel Antonio Sibria and Liborius Agwara	$4,078.00	Allstate	Sibria, Roberto	no checks issued or tx to trust	100%
7/31/14	SBN 5070	Jose Lemus Mejia and Liborius Agwara	$4,078.00	Allstate	Mejia, Jose	no checks issued or tx to trust	100%
8/15/14	SBN 5074	Liborius Agwara and Otis Reynolds	$84,588.45	AAA	Reynolds, Otis	$49,438.45 in checks issued from oper. Acct.	42%
8/18/14	SBN 5076	Agwara & Associates and Kyshaun Washington	$4,640.00	Safeco Insurance	Washington, Kyshaun	$3,006.37 in check issued from oper. Acct.	35%
8/18/14	SBN 5077	Elsa Mejia-Cardona and Agwara & Associates	$5,750.00	Infinity Claims	Mejia-Cardona Elsa	$3,225 in checks issued from oper. Acct.	44%
8/18/14	SBN 5078	Tynasha Brown	$6,402.13	Safeco Insurance	Brown, Tynasha	$4189.13 in checks issued from oper acct.	35%
8/18/14	SBN 5079	Agwara & Associates parent/guardian to Kyshaun Washington Jr.	$1,192.00	Safeco Insurance	Washington, Kyshaun Jr.	$799 in chks issued from oper acct.	33%
9/10/14	SBN 5083	Jose Guevafra-Chevez and Liborius Agwara	$7,675.19	Nevada Guaranty Insurance Association	Guevafra-Chevez, Jose	$3,200.19 in checks issued from oper acct.	58%
9/10/14	SBN 5084	Nancy Bacot-Pedroso and Agwara & Associates	$3,250.00	Allstate	Bacot-Pedrosa, Nancy	$1300 in cks issued from oper acct.	60%
9/10/14	SBN 5085	Luis Gomez-Gracia and Agwara & Associates	$3,250.00	Allstate	Gomez-Gracia, Luis	$1300 in cks issued from oper acct.	60%
9/19/14	SBN 5087	Penny Houston & Liborius Agwara	$15,750.00	State Farm Insurance	Houston, Penny	$9,200 checks issued from oper. Acct.	42%
9/30/14	SBN 5089	Agwara & Associates and Jose Jesus Garcia	$14,250.00	Liberty Mutual	Garcia, Jose	$7875 checks issued from Oper acct.	45%

AGWARA

Checks deposited into Operating Account 8515

10/3/14	SBN 5091	Carmen Mendoza and Liborius Agwara	$8,062.43	AnPac Casualty	Mendoza, Carmen	$3284.43 in checks issued from Oper acct.	59%
11/7/14	SBN 5097	Liborius Agwara & Juan Sanchez Alva	$411.52	Nationwide Insurance	Alva, Juan Sanchez	no checks issued or tx to trust	100%
11/7/14	SBN 5098	Agwara & Associates and Juan Sanchez Alva	$990.59	Nationwide Insurance	Alva, Juan Sanchez	no checks issued or tx to trust	100%
11/7/14	SBN 5099	Agwara & Associates and Jose Sanchez-Martinez	$1,402.72	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5100	Jose Sanchez-Martinez c/o Agwara & Associates	$1,019.34	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5101	Agwara & Associates & Jose Sanchez-Martinez	$218.75	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5102	Esohe Esanbor-Eriamiatoe and Agwara & Associates	$3,250.00	GEICO	Esanbar-Eriamiato, Esohe	$1,600 in cks issued from Oper Acct.	51%
11/7/14	SBN 5103	Angel Cobena & Liborius Agwara	$8,062.43	AnPac Casualty	Cobena, Angel	$3284.68 in cks issued from oper acct.	59%
11/7/14	SBN 5104	Agwara & Associates & Jose Sanchez-Martinez	$225.00	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%

AGWARA

Checks deposited into Operating Account 8515

11/7/14	SBN 5105	Agwara & Associates & Jose Sanchez-Martinez	$487.50	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5106	Agwara & Associates & Jose Sanchez-Martinez	$150.94	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5107	Agwara & Associates & Jose Sanchez-Martinez	$497.89	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5108	Agwara & Associates & Jose Sanchez-Martinez	$997.78	Nationwide Insurance	Sanchez-Martinez, Jose	deposits total $4999.92 in November; $2640.81 was issued in May 2015.	47%
11/7/14	SBN 5109	Agwara & Associates & Juan Sanchez Alva	$3,597.89	Nationwide Insurance	Alva, Juan Sanchez	no checks issued or tx to trust	100%
11/20/14	SBN 5113	Agwara & Associates and Angel Lopez Rodriguez	$30,000.00	ESIS Insurance Services Co.	Rodriguez, Angel	19649.94 in cehcks issued from Oper Acct.	35%
12/9/14	SBN 5119	Jose Aguayo-Juarez	$5,949.46	UBIC Claims	Aguayo-Juarez, Jose	$3924.52 in checks issued from oper acct.	36%
12/9/14	SBN 5120	Agwara & Associates & Yenifer Rivera	$10,000.00	Liberty Mutual	Rivera, Yenifer	$6,567 in checks issued from oper acct	52%
12/9/14	SBN 5121	Jose Aguayo-Juarez	$148.38	UBIC Claims	Aguayo-Juarez, Jose	$3924.52 in checks issued from oper acct.	36%

R.S. PAGE273

AGWARA

Checks deposited into Operating Account 8515

12/11/14	SBN 5123	Agwara & Associates & Hector Alas-Guzman	$13,900.00	Liberty Mutual	Alas-Guzman, Hector	$6467 in checks issued from oper acct	53%
12/11/14	SBN 5124	Maria Ramos & Agwara and Associates	$4,500.00	Allstate	Ramos, Maria	$1754 in checks issued from oper acct.	61%
4/22/15	SBN 5149	Jeanette Tala Tullao & Liborius Agwara	$90,000.00	State Farm Insurance	Tullao, Jeanette Tala	cash was taken out at time of deposit. Only $48,030 was deposited into trust account.	
		TOTAL DEPOSITED	**$343,876.39**				

Victoria Fire & Casualty Co, Inc
Paying on behalf of Titan

Check No: 3068617
Date: 07/03/2014
Void if not cashed within 90 days

56-1544
441

JPMorgan Chase Bank, N.. Ref No: 40012012560-08/28/2012-AZ
Columbus, OH

Pay Exactly Five Thousand One Hundred and 0/100 Dollars **********

$5,100.00

This is full payment unless otherwise indicated on stub

Pay To the Order Of
AGWARA & ASSOCIATES AND
REUBEN VIRCHOW, ONLY
4693 E. FLAMINGO ROAD

Las Vegas NV 89121

⑈3068617⑈ ⑆044115443⑆ 722620648⑈

61396098

The security features listed below, as well as those not listed, exceed industry guidelines

Security Features | Fraud Indicator

WELLS FARGO BANK NA TEM
20140714 E0035 PKT 04
⑈1221-0522-84 ⑈SERVE BOARD OF GOVERNORS REG CC
5316479106

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814229515

Security Features Included ID Details on back

REQUEST 000063192980000005100.00
ROLL ECIA 20140714 000005316479106+
JOB ECIA E ACCT 0000000722620648
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
83928-020
Phoenix AZ 85038

INSURED: CURTIS WILLIAMS
CLAIMANT: RIGOBERTO MIGUEL ANTONIO SIBRIA
IN PAYMENT OF: FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS.
FOR BODILY INJURY ARISING FROM LOSS OF 3/19/2010.

POLICY NUMBER	CLAIM NUMBER	
025453263	0183411846	
TAX ID	DESK LOC	EMPLOYEE ID
	HJG	DKMT
Bank of America NA Atlanta Dekalb City Georgia	Bank of America Customer Connection	

64-1278
011

PAY: FOUR THOUSAND SEVENTY-EIGHT DOLLARS AND ZERO CENTS

4,078.00

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	1970	12/04/2013

178180152

TO THE ORDER OF RIGOBERTO MIGUEL ANTONIO SIBRIA AND LIBORIUS AGWARA
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

COMPANY: ALLSTATE INSURANCE COMPANY

Catherine S Bruno
Samuel H. Pilch

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

⑈178180152⑈ ⑆061112788⑆ 329 911 9562⑈

SW52423795

(For Florida Claims Pursuant to Florida Statute 817.234, any person who knowingly and with intent to injure defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.)

ENDORSE HERE

X Roberto Sibria

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

116-1918689

*FEDERAL RESERVE BANK REGULATIONS CC

REQUEST 00006319298000000 4078 00
ROLL ECIA 20140731 000001184918689+
JOB ECIA E ACCT 0000003299119562
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

INSURED: CURTIS WILLIAMS
CLAIMANT: JOSE LEMUS MEJIA
IN PAYMENT OF: FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS FOR BODILY INJURY ARISING FROM LOSS OF 3/19/2010.

POLICY NUMBER	CLAIM NUMBER	
025453263	0183411846	
TAX ID	DESK LOC	EMPLOYEE ID
	HJG	DKMT
Bank of America NA Atlanta,Dekalb Cty Georgia	Bank of America Customer Connection	64-1278 / 611

PAY: FOUR THOUSAND SEVENTY EIGHT DOLLARS AND ZERO CENTS 4,078.00

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	1970	12/04/2013

134918545

TO THE ORDER OF: JOSE LEMUS MEJIA AND LIBORIUS AGWARA
4155 W TWAIN AVE APT 244
LAS VEGAS NV 89103-8320

COMPANY: ALLSTATE INSURANCE COMPANY

Catherine S Brucia
Samuel H. Pilch
AUTHORIZED SIGNATURES

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

⑈134918545⑈ ⑆061112788⑆ 329 911 9562⑈

SW52417213

For Florida Claims Pursuant to Florida Statute 817.234, any person who knowingly and with intent to injure defraud or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.)

ENDORSE HERE

X

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
6942505815

FEDERAL RESERVE BANK REGULATIONS CC

REQUEST 00006319298000000 4078.00
ROLL ECIA 20140731 000001184918690+
JOB ECIA E ACCT 0000003299119562
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

CSAA General Insurance Company
P O. Box 24523, Oakland, CA 94623-1523

BANK OF AMERICA

70-2320/719 IL CHECK NO. 714144715

POLICY NO.
NVS859995

Exactly EIGHTY FOUR THOUSAND FIVE HUNDRED EIGHTY EIGHT DOLLARS AND FORTY FIVE CENTS**********

INSURED	LOSS DATE	CLAIM NO.	DATE	AMOUNT
Otis Reynolds	06/19/2013	1000-08-4543	08/14/2014	***$84,588.45

Pay To The Order Of Liborius Agwara And Otis Reynolds

VOID IF NOT CASHED IN 180 DAYS

AUTHORIZED SIGNATURE

⑈714144715⑈ ⑆071923284⑆ 8765031432⑈

ENDORSE HERE

x Otis Reynolds

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5914226518

IC LIMIL

1188284694

REQUEST 00006319298000000 84588.45
ROLL ECIA 20140815 00000118828 4695+
JOB ECIA E ACCT 0000000000000000
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

10270547

SCC * 000043
Safeco Insurance Companies
P.O. Box 461
Saint Louis, MO 63166-0461

Safeco Insurance
A Liberty Mutual Company

The Northern Trust Company
Chicago, IL
Payable through Oakbrook Terrace, IL

CHECK DATE
JUL 21, 2014

B Code 20-388 Claim No. 19A131342678

Voucher No 2020075

$ **4,640.00

VOID IF NOT PRESENTED WITHIN SIX MONTHS OF ISSUE DATE OF CHECK

PAY FOUR THOUSAND SIX HUNDRED FORTY DOLLARS AND NO CENTS----------

TO THE ORDER OF
AGWARA & ASSOCIATES & KYSHAUN WASHINGTON
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

TWO SIGNATURES REQUIRED IF AMOUNT EXCEEDS $500,000

⑈10270547⑈ ⑆071923828⑆030156650⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

pcsNT Rev. 7/13

~~11049426602~~

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
>321270742<
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5314226515

ALL PAYEES MUST ENDORSE ABOVE THIS LINE.
TODOS LOS BENEFICIARIOS TIENEN QUE ENDOSAR EL DOCUMENTO MAS ARRIBA DE ESTA LINEA.

Insurance fraud is a crime punishable by state law. This includes a claim for and receipt of total disability payments while employed.
Fraude de seguros es un crimen castigable de acuerdo a la ley del Estado. Este crimen incluye el hacer reclamos y recibir pagos de incapacidad total mientras este trabajando.

REQUEST 00006319298000000 4640.00
ROLL ECIA 20140818 000001184942696+
JOB ECIA E ACCT 0000000030156650
REQUESTOR A568055
1 1424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

THIS DOCUMENT CONTAINS A VOID PANTOGRAPH AND INVISIBLE FLUORESCENT FIBERS

INFINITY CLAIMS 63-1058/670 Check Number 2010412681

Co. No.	Claim Office	Claim Sym	Claim Number	Clmt No.	Policy Number	Agent Number	Loss Date	Date
87	87	AL	10000883344	001	127646609143001	038297	05/12/10	07/24/14

Insured PEDRO GONZALEZ-NAVA

In Payment For: LIABILTIY BODILY INJURY - FULL & FINAL SETT LEMENT

Amount
$****5,750.00

Pay ***Five Thousand Seven Hundred Fifty & 00/100 Dollars***

to the Order of:

ELSA MEJIA-CARDONA AND AGWARA & ASSOC

INFINITY AUTO INSURANCE COMPANY

BY Mary Linn Clark

Mary Linn Clark

Authorized Signature

CHECK MUST BE PRESENTED FOR PAYMENT WITHIN 180 DAYS

REGIONS BANK OF BIRMINGHAM, ALABAMA

⑈2010412681⑈ ⑆067010583⑆ 0305021464⑈

THE ORIGINAL DOCUMENT HAS A WHITE DEFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO SEE THE BANK WHEN CHECKING THE CORRESPONDENT

ENDORSEMENT

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

REQUEST 00006319298000000 5750.00
ROLL ECIA 20140818 000001184942697+
JOB ECIA E ACCT 0000000305021464
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

SCC * 000041
Safeco Insurance Companies
P.O. Box 461
Saint Louis, MO 63166-0461

Safeco Insurance™
A Liberty Mutual Company

The Northern Trust Company
Chicago, IL
Payable through Oakbrook Terrace, IL

10270545

CHECK DATE
JUL 21, 2014

Claim No. 19A131342678

Voucher No. 2020073

$ **6,402.13

VOID IF NOT PRESENTED WITHIN SIX MONTHS OF ISSUE DATE OF CHECK

PAY SIX THOUSAND FOUR HUNDRED TWO DOLLARS AND 13/100----------

TO THE ORDER OF
AGWARA & ASSOCIATES & TYNASHA
BROWN
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

TWO SIGNATURES REQUIRED IF AMOUNT EXCEEDS $500,000

⑈10270545⑈ ⑆071923828⑆030156650⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

pcsNT Rev. 7/13

Insurance fraud is a crime punishable by state law. This includes a claim for and receipt of total disability payments while employed.

Fraude de seguros es un crimen castigable de acuerdo a la ley del Estado. Este crimen include el hacer reclamos y aceptar pagos de incapacidad total mientras este trabajando.

J Brown

ALL PAYEES MUST ENDORSE ABOVE THIS LINE
TODOS LOS BENEFICIARIOS TIENEN QUE ENDOSAR EL DOCUMENTO MAS ARRIBA DE ESTA LINEA.

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

1184942698

REQUEST 00006319298000000 6402.13
ROLL ECIA 20140818 000001184942698+
JOB ECIA E ACCT 0000000030156650
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-TONE SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

SCC * 000042
Safeco Insurance Companies
P.O. Box 461
Saint Louis, MO 63166-0461

Safeco Insurance
A Liberty Mutual Company

The Northern Trust Company
Chicago IL
Payable through Oakbrook Terrace, IL

10270546

CHECK DATE
JUL 21, 2014

Claim No. 19A131342678

Voucher No. 2020074

$ **1,192.00

VOID IF NOT PRESENTED WITHIN SIX MONTHS OF ISSUE DATE OF CHECK

PAY ONE THOUSAND ONE HUNDRED NINETY-TWO DOLLARS AND NO CENTS----------

TO THE ORDER OF
AGWARA & ASSOCIATES PARENT/GUARD
IAN TO KYSHUAN WASHINGTON JR.
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

TWO SIGNATURES REQUIRED IF AMOUNT EXCEEDS $500,000

⑈10270546⑈ ⑆071923828⑆030156650⑈

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

pcsNT Rev. 7/13

Insurance fraud is a crime punishable by state law. This includes a claim for and receipt of total disability payments while employed.

Fraude de seguros es un crimen castigable de acuerdo a la ley del Estado. Este crimen incluye el hacer reclamos y aceptar pagos de incapacidad total mientras este trabajando.

ALL PAYEES MUST ENDORSE ABOVE THIS LINE.
TODOS LOS BENEFICIARIOS TIENEN QUE ENDOSAR EL DOCUMENTO MAS ARRIBA DE ESTA LINEA.

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5014228518

⑆071923828⑆

REQUEST 00006319298000000 1192.00
ROLL ECIA 20140818 000001184942699+
JOB ECIA E ACCT 0000000030156650
REQUESTOR A568055
1 14421659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

240405

NEVADA INSURANCE GUARANTY ASSOCIATION

WELLS FARGO BANK

91-119/1221

INSURED	CLAIM NUMBER
Dorothy Mae Anderson	2580079
CLAIMANT	POLICY NUMBER
0004 JOSE GUEVARA-CHEVEZ	3443505
INSOLVENT COMPANY	DATE ISSUED
Santa Fe Auto Insurance	07/30/2014

CHECK TYPE	DATE OF LOSS	IN PAYMENT OF	IRS NO
CLAIM	11/16/2010	Loss Payment- Loss Settlement	

PAY THE SUM OF Seven Thousand Six Hundred Seventy Five and 19/100 Dollars***** ***** ***** ***** ***** ***** ***** ***** *

AMOUNT $7,675.19

PAY TO THE ORDER OF

JOSE GUEVARA-CHEVEZ AHD LIBORIUS AGWARA, ESQ. HIS ATTORNEYS

AMOUNTS OVER $10,000.00 REQUIRES TWO SIGNATURES

Void After 90 Days

Security Features Included Details on back.

⑈0000240405⑈ ⑆321270742⑆ 0832722649⑈

The security features listed below, as well as those not listed, exceed industry guidelines.

Security Features:
- Chemical Protection
- Erasure Protection
- Security Screen

Results of document alteration:
- Stains or spots appear with ultraviolet attention
- Wind-mark appears when erased
- Absence of Original Document verbiage on back of check

Federal Reserve Bank of Boston Federal Reserve Systems Association

RS-11

1184918240

ENDORSE HERE

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY BELOW THIS LINE
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ
5814228516

DO NOT WRITE BELOW THIS LINE
FOR BANK USE *

REQUEST 00006319298000000 7675.19
ROLL ECIA 20140910 000001184918240-
JOB ECIA E ACCT 8250000832722649
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

INSURED: ALEX CASTREJON
CLAIMANT: NANCY BACOT-PEDROSO
IN PAYMENT OF: FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS FOR BODILY INJURY ARISING FROM LOSS OF 1/15/2010.

POLICY NUMBER	CLAIM NUMBER	
986097409	0158785493	
TAX ID	DESK LOC	EMPLOYEE ID
	HDH	DKWZ
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS

3,250.00

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	1970	07/09/2014

148259078

TO THE ORDER OF
NANCY BACOT-PEDROSO AND ATTORNEY(S)
AGWARA & ASSOCIATES ATTORNEYS AT LAW
4440 TAMARUS ST
LAS VEGAS NV 89119-5903

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Suren K. Gupta
Samuel D Pilch

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

⑈148259078⑈ ⑆061112788⑆ 329 911 9562⑈

SW55282968

For Florida Claims Pursuant to Florida Statute 817.234, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

ENDORSE HERE

PAY TO THE ORDER OF
WELLS FARGO BANK
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE*
NEVADA N.A.
>321270742<
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ
5814228515

*FEDERAL RESERVE BANK REGULATIONS CC

1184918241

REQUEST 00006319298000000 3250.00
ROLL ECIA 20140910 000001184918241+
JOB ECIA E ACCT 0000003299119562
REQUESTOR A568055
14424659 01/08/2016 Research 14449159

Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

SBN 5084

INSURED: ALEX CASTREJON
CLAIMANT: LUIS GOMEZ-GRACIA
IN PAYMENT OF: FULL AND FINAL SETTLEMENT OF ANY AND ALL CLAIMS FOR BODILY INJURY ARISING FROM LOSS OF 1/15/2010.

POLICY NUMBER	CLAIM NUMBER	
986097409	0158785493	
TAX ID	DESK LOC	EMPLOYEE ID
	HDH	DKWZ
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: THREE THOUSAND TWO HUNDRED FIFTY DOLLARS AND ZERO CENTS

3,250.00

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	1970	07/09/2014

148259071

TO THE ORDER OF
LUIS GOMEZ-GRACIA AND ATTORNEY(S) AGWARA AND ASSOCIATES
4440 TAMARUS ST
LAS VEGAS NV 89119-5903

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Amen K. Gupta
Samuel D Pilch

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY FIVE DAYS OF DATE OF ISSUE

AUTHORIZED SIGNATURES

⑈148259071⑈ ⑆061112788⑆ 329 911 9562⑈

SW55282961

(For Florida Claims Pursuant to Florida Statute 817.234, any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.)

ENDORSE HERE

PAY TO THE ORDER OF
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5911228515

1184918242

FEDERAL RESERVE BANK REGULATIONS CC

REQUEST 00006319298000000 3250.00
ROLL ECIA 20140910 000001184918242+
JOB ECIA E ACCT 0000003299119562
REQUESTOR A568055
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Subpoena Processing Chandler
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StateFarm STATE FARM FIRE AND CASUALTY COMPANY
CENTRAL
CZ INJURY OFFICE P14026PCL22
JPMORGAN CHASE BANK, NA 56-1544/441
COLUMBUS, OH 43240

1 14 635853 J

08-12-2014
DATE MM DD YYYY

CLAIM NO 25-10S1-051
LOSS DATE 08-03-2012
INSURED PUEBLA, JACOB & PRUITT, SUSAN

****EXACTLY FIFTEEN THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS $****15,750.00

Pay to the Order of: PENNY HOUSTON, A SINGLE INDIVIDUAL & LIBORIUS AGWARA, ESQ, HER ATTORNEY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING.

⑈1417635853⑈ ⑆044115443⑆ 699281770⑈

MUST BE ENDORSED BY ALL PAYEES

This Notice Only Applies to Vendors and Service Providers.

By endorsing this payment [illegible] you agree not to use or disclose any [illegible] from us unless necessary for the [illegible]

PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228516

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Phoenix AZ 85038

VERIFY THE AUTHENTICITY OF THIS MULTI-[illegible]SECURITY DOCUMENT. CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

ABU x 000051
650 NE HOLLADAY
PORTLAND, OR 97232

Liberty Mutual. INSURANCE

B. CODE 266

51-44/119
CHECK NUMBER
35676955

PAY ▶ $14250.00**

VOID IF NOT PRESENTED WITHIN 6 MONTHS OF DATE OF CHECK

DATE OF CHECK	PAYMENT IDENTIFICATION
09/04/14	P 96A-000470-01

BANK OF AMERICA HARTFORD, CT

PAY TO THE ORDER OF

AGWARA AND ASSOCIATES
AND CLIENT JOSE JESUS GARCIA
C/O MARION HAMILTON THEVENET
7201 WEST LAKE MEAD BLVD STE 106
LAS VEGAS, NV 89128

OFFICE NO 96A

NOT VALID IN EXCESS OF $14,250*

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PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
>321270742<
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
BORIUS I. AGWARA, ESQ
5814228515

Jose Garcia

REQUEST 00006319298000000 14250.00
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REQUESTOR A568055
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Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

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AMERICAN NATIONAL PROPERTY AND CASUALTY COMPANY

AMERICAN NATIONAL CORP CENTRE
1949 E. SUNSHINE SPRINGFIELD, MO 65899-0001

80-1847
865
Date of Check
09/05/2014

Claim No: 27-A-27C567 Check No: 10036807
VOID IF NOT CASHED BY MARCH 04, 2015
EIGHT THOUSAND SIXTY-TWO AND 43/100**********DOLLARS

$ ****8,062.43*

PAY TO THE ORDER OF
CARMEN MENDOZA & LIBORIUS AGWARA, ATTORNEY
1058 E SAHARA AVE STE B
LAS VEGAS NV 89104-3219

Empire Bank
Springfield, Missouri

AUTHORIZED SIGNATURES

CS
CT

⑈10036807⑈ ⑆086518477⑆ 1032859⑈

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PAY TO THE ORDER OF
WELLS FARGO BANK
NEVADA, N.A.
> 321270742 <
FOR DEPOSIT ONLY
AGWARA & ASSOCIATES
LIBORIUS I. AGWARA, ESQ.
5814228515

Endorsement must be in the party as drawn

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Subpoena Processing Chandler
S3928-020
Phoenix AZ 85038

IN THE SUPREME COURT OF THE STATE OF NEVADA

LIBORIUS I. AGWARA, ESQ.,
Petitioner,

vs.

THE STATE BAR OF NEVADA; and SOUTHERN NEVADA DISCIPLINARY BOARD,
Respondents.

Case No. 70888

Electronically Filed
Oct 17 2016 01:51 p.m.
Elizabeth A. Brown
Clerk of Supreme Court

RESPONDENTS' ANSWER TO PETITION FOR WRIT OF MANDAMUS OR, IN THE ALTERNATIVE, PETITION FOR WRIT OF PROHIBITION

COME NOW the State Bar of Nevada ("State Bar") and the Southern Nevada Disciplinary Board ("Board") (hereinafter collectively referred to as "Respondents"), and hereby Answer the Petition for Writ of Mandamus or, in the alternative, Petition for Writ of Prohibition ("Writ Petition") submitted by attorney LIBORIUS AGWARA ("Agwara"), Nevada Bar No. 7576.

RESPECTFULLY SUBMITTED this 17th day of October, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERSON, BAR COUNSEL

By: _____

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
Janeen V. Isaacson, Assistant Bar counsel
Nevada Bar No. 6429
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
Attorneys for Respondents

Docket 70888 Document 2016-32296

TABLE OF CONTENTS

I. INTRODUCTION 3

II. RECORD SUMMARY 4

III. BACKGROUND 5

A. The State Bar Investigation 5

B. The Subpoenas Duces Tecum 8

1. The State Bar Lawfully Issued Investigative Subpoenas 8
2. The First SDT Seeks Agwara's Client and Income Records.. 9
3. The Second SDT Seeks Agwara's Client Records 11

C. The State Bar Complaint 13

IV. LEGAL ARGUMENT 14

A. Supreme Court Rules Require Agwara to Maintain Client Fund Accounting Records, and to Make Those Records Available to the State Bar Upon Request 14

B. An Attorney May Not Hide Behind the Fifth Amendment to Deny the State Bar Access to the Client Fund Records Required to be Maintained, and Necessary to a State Bar Investigation 16

C. Document Production, Necessitated by Agwara's Conduct, is Both Reasonable and Necessary to Protect the Public 20

1. Client Fund Accounting Records 20
2. Income Tax Records 21
3. Necessary and Relevant Time Frame 23

V. CONCLUSION 24

VI. ATTORNEY'S NRAP 28.2 CERTIFICATE 27

VII. CERTIFICATE OF SERVICE 28

I.

INTRODUCTION

Following a referral from a United States Bankruptcy Court Judge, the State Bar commenced an investigation of Agwara's trust account management. Agwara had given sworn testimony in a bankruptcy proceeding, revealing trust account misuse. In connection with its investigation, the State Bar issued two Subpoenas Duces Tecum ("SDT") to Agwara, seeking client fund accounting records.

Agwara objected to both SDT's, and after submission of competing motions to compel and to quash, the Chair of the Southern Nevada Disciplinary Board ("Board Chair") ordered Agwara's compliance with both SDT's. By this now pending Writ Petition Agwara seeks to avoid production of client fund management documents which he is required by Supreme Court Rule to maintain.

Respondents' Answer is submitted in accordance with the September 16, 2016, Order of this Court directing that the Writ Petition be answered.

II.

RECORD SUMMARY

First Subpoena Duces Tecum	**Page**
Subpoena Duces Tecum, December 16, 2015.....	001-008
Objection to [December 16, 2015] Subpoena, March 1, 2016.....	009-010
State Bar Response to Objection to Subpoena Duces Tecum and Motion to Compel Production, May 17, 2016.....	011-352
Answer to State Bar Response to Objection to Subpoena Duces Tecum and Motion to Compel Production, May 25, 2016.....	353-357
Order Regarding Objection to Subpoena Duces Tecum and Motion to Compel Production, May 27, 2016.....	358-361

Second Subpoena Duces Tecum	**Page**
Second Subpoena Duces Tecum, May 17, 2016.....	362-365
Objection to Subpoena [May 17, 2016] and Motion to Quash Subpoena, June 1, 2016.....	366-380
Order for Hearing on Objection to Subpoena and Motion to Quash Subpoena, June 2, 2016.....	381-382
State Bar Response to Agwara's Objection To Second Subpoena Duces Tecum and Motion to Quash and State Bar Countermotion to Compel Production, June 20, 2016.....	383-439
Answer to State Bar's Response to Agwara's Objection to Second Subpoena Duces Tecum and Motion to Quash, June 29, 2016.....	440-443
Order Regarding Liborius Agwara's Objection to Second Subpoena Duces Tecum and State Bar's Motion to Compel, June 29, 2016.....	444-445
Board Chair email regarding cancelled hearing, June 30, 2016.....	446

Disciplinary Complaint and Verified Answer **Page**

Complaint, June 27, 2016..... 447-458

Verified Response and Answer to Complaint, July 14, 2016..... 459-462

III.

BACKGROUND

A. The State Bar Investigation

In April 2014, the State Bar was notified of a bankruptcy proceeding in which Agwara's sworn testimony revealed trust account misuse, including:

- Since at least 2010, Agwara has maintained an IOLTA Trust Account at Nevada State Bank (NSB). Agwara had kept no ledger for the account, no client ledgers reflecting the amount held in trust for individual clients, no receipts, no copies of checks deposited into the account, nor any documentation regarding non-client monetary transfers through account.[1] Supreme Court Rule ("SCR") 78.5 requires Agwara to maintain detailed client accounting records, and the haphazard or nonexistent record keeping to which he testified, violates his obligations under SCR 78.5 and Rule of Professional Conduct ("RPC") 1.15.

[1] RS 052-055 (Declaration of Bankruptcy Analyst, 3/26/14)

- Agwara operates his law practice on a cash basis. He does not have a list of accounts receivable, including amounts due to him for reimbursement of expenses and attorney's fees.[2]

- Agwara commingled personal and client funds in his IOLTA trust account, in violation of his obligations under SCR 78.5 and RPC 1.15, which require that he keep client funds separate from his own.[3] Agwara's comingling included:

> (1) a $90,000 deposit of insurance proceeds to compensate for water damage to Agwara's personal residence, and subsequent issuance of checks from the trust account to pay for repair of the damage;[4]
>
> (2) multiple wire transfers out of the trust account, consisting of thousands of dollars unrelated to either his clients' obligations or to his law practice; [5]
>
> (3) inability to account for earned fees retained in the IOLTA trust account, and from which personal expenditures were made directly out of the IOLTA trust account.[6]

In response to Agwara's testimony regarding the foregoing accounting practices, on July 23, 2014, the bankruptcy court froze Agwara's NSB trust

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[2] RS 052-055 (Declaration of Bankruptcy Analyst, 3/26/14)

[3] "A lawyer *shall* hold funds or other property of clients or third persons that is in a lawyer's possession in connection with a representation *separate from the lawyer's own property. . .*" *Emphasis added.*

[4] RS 175-178 (Transcript of Bankruptcy Hearing, April 2, 2014, pp. 132-137)

[5] RS 178-187 (Transcript of Bankruptcy Hearing, April 2, 2014, pp. 137-156)

[6] RS 181-195 (Transcript of Bankruptcy Hearing, April 2, 2014, pp. 143-172)

account pending investigation by the Bankruptcy Trustee. Pursuant to the court's order, all future transactions through the trust account were to be approved by the Trustee.[7] The order was extended once and the freezing ultimately lifted on November 3, 2014.[8]

Bank records obtained by the State Bar show that at approximately the time the NSB trust account was first frozen, Agwara began transacting client monies through a Wells Fargo Bank ("WFB") o*perating* account, thus bypassing the NSB trust account which was subject to Trustee review.[9] For the next approximate six months, Agwara comingled and disbursed client funds, personal funds, and law practice operating funds through the WFB *operating* account. Specifically, he deposited client settlement funds totaling $343,876.39 into this account,[10] while also processing non-client related transactions through the account. Non-client transactions included withdrawals for office repair and maintenance, pool service, paralegal services, personal child support, vehicle maintenance, personal

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[7] RS 064-065 (Order Approving Stipulation to Freeze IOLTA Bank Account, 7/23/14)

[8] RS 245-246 (Order Approving Second Stipulation to Freeze IOLTA Bank Account, 10/6/2014)

[9] RS 250, ¶8 (Affidavit of Paralegal Investigator); and RS 270-274 (Operating Account Deposit Audit)

[10] RS 251, ¶9 (Affidavit of Paralegal Investigator); and RS 270-274 (Operating Account Deposit Audit)

litigation expense (bankruptcy and divorce), payroll, lawn maintenance at a personal residence, self-storage fees, CLE fees, payroll costs, etc.[11]

Then, in December 2014, approximately one month after the bankruptcy order freezing of the NSB trust account had lifted, Agwara opened a *second* IOLTA trust account, this one at WFB.[12] Although bank records indicated that the WFB trust account has been primarily utilized for client fund transactions, Agwara continued to engage in accounting practices that prevent reconciliation of the sums contained therein. The WFB records establish that Agwara has routinely failed to fully distribute client funds deposited into the trust account, leaving balances ostensibly owed to the clients in individual amounts up to, and sometimes in excess of, $20,000.[13]

B. <u>The Subpoenas Duces Tecum</u>

1. The State Bar Lawfully Issued Investigative Subpoenas:

In connection with a grievance investigation, production of records may be compelled by Bar Counsel through a subpoena issued in accordance with SCR 110(1): "Bar counsel . . . in matters under investigation . . . may . . . compel by

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[11] RS 251, ¶10 (Affidavit of Paralegal Investigator); and
RS 309-322 (Operating Account Cancelled Check Audit)

[12] RS 251-252, ¶11 (Affidavit of Paralegal Investigator); and
RS 265-268 (Wells Fargo Bank Business Account Application, 12/15/2014)

[13] RS 250-253, ¶¶12-13 (Affidavit of Paralegal Investigator);
RS 335-337 (Wells Fargo Bank Trust Account-Client Reconciliations); and
RS 322-333 (Wells Fargo Bank Trust Account Audit)

subpoena . . . the production of pertinent books, papers, and documents." In response to Agwara's bankruptcy hearing testimony, and bank records obtained by the State Bar as described above, investigative subpoenas were issued to Agwara for records exclusively within his possession.

2. The First SDT Seeks Agwara's Client and Income Records

At an April 2, 2014, bankruptcy court hearing, Agwara testified under oath that he did not keep a comprehensive ledger of trust client names and associated client funds deposited into or transferred out of his trust account. Rather there were separate documents in each client file. Agwara also testified that earned fees in unknown and untraced amounts had been maintained in the NSB trust account.[14]

In an effort to reconcile Agwara's testimony that earned fees in unknown and undeterminable amounts had been maintained in the trust account, on December 17, 2016, Bar Counsel issued the first of the contested SDT's to Agwara, seeking records related to declared earned fees, and client records for an identified list of clients. Specifically:[15]

- Client records to include, by named client, retainer agreements, termination letters, documents related to the settlement or distribution of funds to include, but not be

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[14] RS 134 (Transcript of Bankruptcy Hearing, April 2, 2014, p. 49); and RS 192-196 (Transcript of Bankruptcy Hearing, April 2, 2014, pp. 165-174)

[15] RS 001-008 (Subpoena Duces Tecum, December 17, 2016)

limited to medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations;

- Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank IOLTA Account Number 2097335, to include, but not be limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries; and

- Personal and business tax returns from 2009 through 2014.

Agwara objected to the SDT,[16] and refused to produce the required documents, asserting in pertinent part that the Fifth Amendment privilege against self-incrimination protects Agwara with respect to producing or testifying about the subpoenaed documents and records, and that the subpoenaed documents are time-barred.

In accordance with SCR 110(4),[17] on May 17, 2016, the State Bar submitted Agwara's Objection to the Southern Nevada Disciplinary Board Chair ("Board Chair"), along with a Motion to Compel Agwara's production of documents in compliance with the SDT.[18] Agwara answered the objection,[19] and

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[16] RS 047-048 (Objection to Subpoena, March 1, 2016)

[17] SCR110(4) provides: "*Contest of Subpoena.* A contest of a subpoena shall be heard and determined by the chair of the appropriate disciplinary board."

[18] RS 011-352 (State Bar Response to Objection and Motion to Compel, May 17, 2016)

[19] RS 353-357 ([Agwara's] Answer to State Bar Response to Objection and Motion to Compel, May 25, 2016)

on May 27, 2016, the Board Chair issued a written order directing Agwara's compliance with the SDT: "IT IS HEREBY ORDERED that the Objection to the Subpoena Duces Tecum is hereby denied and the State Bar's Motion to Compel production is hereby granted."[20] The Board Chair's order was reduced to writing in compliance with the applicable State Bar Disciplinary Rule of Procedure ("DRP")[21] requiring that rulings on motions be reduced to writing. The written order was filed and served on Agwara.[22]

Agwara has not complied with the order directing his production of the documents sought by the State Bar's first SDT.

3. The Second SDT Seeks Agwara's Client Records

In an effort to reconcile Agwara's use of multiple bank accounts to process client funds, on May 17, 2016, the State Bar issued a second SDT to Agwara.[23] This SDT seeks production of Agwara's records regarding client transactions in both the WFB trust account and the WFB operating account between July 1, 2014, and May 17, 2016, to include:

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[20] RS 361 (Order Regarding Objection to Subpoena Duces Tecum and Motion to Compel Production, May 27, 2016)

[21] DRP 22 (n/k/a DRP 15) provides in pertinent part: ". . . All rulings issued by the hearing panel chair shall be in writing and filed with the appropriate disciplinary board through the Office of Bar Counsel."

[22] RS 358-359 (Notice of Entry of Order, May 27, 2016)

[23] RS 362-365 (Second Subpoena Duces Tecum, May 17, 2016)

- Retainer agreements or other documents that evidence the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

- Documents related to the settlement or distribution of funds processed through the accounts to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

- Accounting records for all deposits, withdrawals and disbursement of funds to or from the accounts, to include, but not be limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

On June 1, 2016, Agwara submitted to the Board Chair an Objection and Motion to Quash the second SDT, again asserting a Fifth Amendment privilege.[24] The State Bar responded to the Motion to Quash and counter-moved to Compel Production.[25] Agwara Answered the State Bar's counter-motion,[26] and on June 29, 2016, the Board Chair issued a written order directing Agwara to comply with the second SDT.[27] The order also cancelled a previously calendared July 7,

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[24] RS 366-380 (Objection to Subpoena and Motion to Quash Subpoena, June 2, 2016)
[25] RS 383-439 (State Bar Response to Objection to Second Subpoena Duces Tecum and Countermotion to Compel Production, June 20, 2016)
[26] RS 440-443 ([Agwara's] Answer to State Bar's Response to Agwara's Objection to Second Subpoena Duces Tecum and Motion to Quash, June 29, 2016)
[27] RS 444-445 (Order Regarding Objection to Second Subpoena Duces Tecum, June 29, 2016)

2016, hearing on the motion,[28] having determined that the written briefs were sufficient to enable a decision.[29]

Agwara has not complied with the order directing his production of the documents sought by the State Bar's second SDT.

C. The State Bar Complaint

Without the benefit of Agwara's responses to the foregoing subpoenas, a formal disciplinary Complaint against Agwara was nonetheless filed by the State Bar on June 27, 2016.[30] The Complaint charges Agwara with multiple violations of RPC 1.15 (Safekeeping Property) related to his comingling of client and attorney funds, and his failure to promptly distribute client funds and earned attorney's fees. The Complaint also charges multiple counts of RPC 8.1(b) (Bar Admission & Disciplinary Matters) for Agwara's refusal to comply with the State Bar's lawful requests for documentation necessary to its investigation. Agwara Answered the Complaint on July 24, 2016.[31]

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[28] RS 381-382 (Order for Hearing on Objection to Subpoena and Motion to Quash Subpoena, June 2, 2016)

[29] RS 446 (Board Chair email regarding cancelled hearing, June 30, 2016)

[30] RS 447-458 (Complaint, June 27, 2016)

[31] RS 459-462 ([Agwara's]Verified Response and Answer to Complaint, July 14, 2016)

IV.

LEGAL ARGUMENT

A. Supreme Court Rules Require Agwara to Maintain Client Fund Accounting Records, and to Make Those Records Available to the State Bar Upon Request

In Nevada, there are multiple Supreme Court and Professional Conduct Rules requiring attorneys to maintain client records and to comply with lawful records requests from the State Bar. SCR 78.5(1)(a) requires Agwara to hold client funds in a trust account, and SCR 78.5(1)(b) requires that he maintain and preserve, for at least five years, detailed records of the disposition of those client funds.[32] Further, SCR 78.5(1)(b) provides:

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[32] Rule 78.5 provides: "Maintenance of trust funds in approved financial institutions; overdraft notification. 1. Clearly identified trust accounts in approved financial institutions required.

(a) Active members of the State Bar of Nevada shall deposit all funds held in trust in this jurisdiction in accordance with [RPC 1.15 f/k/a] S.C.R. 165 in accounts clearly identified as "trust" or "escrow" accounts, referred to herein as "trust accounts," and shall take all steps necessary to inform the depository institution of the purpose and identity of the accounts. Funds held in trust include funds held in any fiduciary capacity in connection with a representation, whether as trustee, agent, guardian, executor or otherwise. Lawyer trust accounts shall be maintained only in financial institutions approved by the State Bar.

(b) Every lawyer engaged in the practice of law in the State of Nevada shall maintain and preserve for a period of at least five years, after final disposition of the underlying matter, the records of the accounts, including checkbooks, cancelled checks, check stubs, vouchers, ledgers, journals, closing statements, accountings or other statements of disbursements rendered to clients or other parties with regard to trust funds or similar equivalent records clearly and expressly reflecting the date, amount, source, and explanation for all receipts,

> 5. **Consent by lawyers.** Every active member of the State Bar shall, as a condition of maintaining active membership in the State Bar, be conclusively deemed to have consented to the reporting and production requirements mandated by this Rule.

Emphasis added.

While Agwara's membership in the State Bar is voluntary, his compliance with rules applicable to his practice once he becomes a member, is not optional. Maintenance of client fund records, and providing the State Bar with access to those records is mandated because client funds do not belong to the lawyer. Therefore, as a condition of his active membership with the Nevada State Bar, Agwara is conclusively deemed to have consented to making client fund accounting records available for inspection by the State Bar.

Agwara's accounting systems, do not comply with SCR 78.5(1).[33] He has transacted and maintained client funds through accounts not held in trust. He has failed to maintain ledgers of client transactions through either his trust or operating accounts, and in particular, he has not tracked what he claims to be earned fees retained in either of those accounts. Agwara is the sole possessor of the documents related to those client transactions, and absent their production the

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withdrawals, deliveries and disbursements of the funds or other property of a client, and make such records available to the State Bar for inspection upon request."

[33] RS 052-055 (Declaration of Bankruptcy Analyst, 3/26/14)

State Bar has no other means to verify or review his protection, or lack thereof, with regard to client dollars. It is for this reason that the Supreme Court Rules give the State Bar access to client accounting records and deem that access to be a mandatory condition of maintaining a client trust account in this state. Nevada attorneys are required to cooperate with a State Bar subpoena lawfully issued pursuant to SCR 110 and RPC 8.1, and to provide records necessary to, and relevant to a State Bar investigation into the handling of client funds, including the attorney's earned fees.

B. <u>An Attorney May Not Hide Behind the Fifth Amendment to Deny State Bar Investigation Access to the Client Fund Records which the SCR Requires the Attorney to Maintain</u>

In this proceeding Agwara asserts a Fifth Amendment privilege to avoid production of both his client accounting records and his tax returns. However, the Writ Petition does not articulate a circumstance which would justify the assertion of this privilege. Although the Writ Petition cites many cases which discuss the Fifth Amendment privilege regarding attorney *testimony*, none of them support the notion that attorneys can refuse to provide documentary evidence legally sought by the State Bar in circumstances where criminal incrimination is not both clearly articulated and substantially justified. Accordingly, Agwara's blanket assertion of the privilege does not shelter him from response to the State Bar's demand for records concerning handling and disposition of client funds in trust

and operating accounts, including calculation, distribution and declaration of earned attorney's fees.

In order to prevent abuse and to balance an attorney's rights with the significant interest in maintaining the integrity of the Bar, an unreasonable fear or reluctance to answer should not be grounds for asserting a Fifth Amendment privilege. *In re Zisook*, 88 Ill.2d 321, 430 N.E. 2d 1037 (1981). In *Zisook* the Illinois court analyzed the purpose of the Fifth Amendment privilege in an attorney discipline proceeding, and recognized that the privilege is appropriately asserted if and when there are reasonable grounds to fear self-incrimination, but that it should not apply where the claim is unfounded. "An unreasonable fear or mere reluctance to answer should not be grounds for claiming the privilege, and if sole discretion for asserting the privilege rests with the witness, there is substantial opportunity for abuse." *Id.* at 331 and 1041.

> Inasmuch as an attorney is an officer of this court and is licensed by this court to exercise the privilege of practicing law, an attorney has an obligation to cooperate with this court and its agency, the Attorney Registration and Disciplinary Commission, in the performance of its duty to police the legal profession in this State. To allow an attorney to claim the privilege, <u>especially when his is the primary source of information,</u> severely hinders the effort of the [Disciplinary] Commission.

Id., emphasis added.

The *Zisook* decision is instructive here for multiple reasons. First, Agwara is the only source of the information sought by the State Bar subpoenas. If he doesn't turn over the required documents, the State Bar has no other avenue to acquire the records necessary to verify appropriate handling of client funds received by and distributed by him. Agwara articulates no compelling reason to assert a Fifth Amendment privilege, and provides no argument that outweighs the Bar's need to protect the public in these circumstances.

Second, although there are circumstances in which the Fifth Amendment would protect Agwara from *testimonial* responses that could incriminate him in allegations of criminal conduct, those circumstances are not present here, and even were they present, alone they would not protect Agwara from document production. *See*, e.g. *In Re: Artis*, 883 A.2d 85, 103 (D.C. 2005) (while the privilege may protect an attorney from having to provide answers to interrogatories specifically implicating fraudulent conduct, the attorney may nonetheless be required to comply with Bar Counsel's subpoena for documents.)

In an apparent effort to bring the subpoenaed documents within the privilege's testimonial protection, Agwara argues that the documents sought by the State Bar could be deemed a testimonial admission to the very existence of the documents, and thus be incriminating in some vague manner. Examining this effort, it is acknowledged that a Fifth Amendment privilege may, in some

circumstances be invoked where the production of documents and the accompanying admission of their existence, implicates the producer in a criminal matter. For example, in *Rajah v. Mukasey*, 544 F.3d 427 (2nd Cir. 2008) the court determined that the act of producing a foreign passport forced an alien to admit alienage, and thus would provide possible evidence of one or more immigration crimes. But:

> [W]here '[t]he existence and location of the papers are a foregone conclusion and the taxpayer adds little or nothing to the sum total of the Government's information by conceding that he in fact has the papers[,]' . . . enforcement of the summons' does not touch upon constitutional rights.

United States v. Sideman and Bancroft, LLP, 704 F.3d 1197, 1202 (2013), citing *United States v. Bright*, 596 F.3d 683, 692 (9th Cir. 2010), quoting *Fisher v. United States*, 425 U.S. 391, 411 (1976).

In this case, Agwara's testimonial argument must fail because Agwara is required by Supreme Court Rule to maintain the client accounting records sought by the subpoena, and he is required to file annual income tax returns – "the existence and location of the papers are a foregone conclusion . . ." See *Sideman and Bancroft, supra,* 704 F.3d at 1202. The very existence of these records is not somehow criminal in nature, and their possession does not constitute a criminal admission. Therefore, the simple existence of the subpoenaed documents in this case is *not* testimonial.

Finally, it is up to the Court to strike a balance which both satisfies the needs of the disciplinary authority and protects the rights of a witness. *Zisook, supra,* at 332 and 1041-1042. The issue of whether documents sought by a subpoena duces tecum may be incriminating to the individual, is an issue to be submitted to the court, and not left solely to the determination of the individual. *Id.*; and *Doe v. United States (In re Grand Jury Subpoena)*, 383 F.3d 905 (9th Cir. 2004). It is Agwara's burden to articulate the import of the asserted privilege and he has not done so.

C. <u>Document Production, Necessitated by Agwara's Conduct, is Both Reasonable and Necessary to Protect the Public</u>

1. Client Account Records

Agwara is the exclusive holder of the client account records sought by the State Bar. His client files, settlement records, and internal accounting records are necessary to determine what settlement funds have been received by Agwara regarding specific clients, and to determine if those funds have been properly disbursed to lienholders based upon negotiated reductions, to Agwara based on retainer agreements setting forth his fees, and to clients. It is Agwara's own failure to maintain proper accounting, and his testimony admitting to a flagrant disregard for client fund accounting systems, that has necessitated both the State Bar investigation and the related subpoenas.

Account reconciliation based solely on bank records does not enable accurate confirmation that sums deposited represent total settlement funds pertaining to any particular client, nor that amounts disbursed have been accurately determined. State Bar reconciliation of the bank record, in fact, indicates a repeated failure to completely disburse funds, leaving client fund balances within the trust account. The client records sought by the State Bar SDT's are those which Agwara has testified would be necessary to trace to a particular client the funds received, expended and retained in his trust and operating accounts.

2. Income Tax Records

As discussed above, Agwara has utilized his trust account as a holding account to retain earned fees. Agwara's tax returns should reflect that these sums were declared as income. Accordingly, the State Bar has subpoenaed Agwara's tax returns in order to confirm his assertion that money in the trust account, and expended from the trust account for non-client purposes, was in fact declared by him to be earned income, and not client money being misappropriated.

The Supreme Court has promulgated rules for the protection of client funds. These rules prohibit comingling client and attorney funds, and require that an attorney's property be held separately from client property. RPC 1.15(a). Therefore, consistent with its obligation to protect the public and the integrity of

this profession, in order to insure compliance with SCR 78.5 and RPC 1.15 the Supreme Court also requires attorney consent to State Bar access to client fund records.

The State Bar does not make it a practice to seek income records in the form of tax returns and does not assert that such records are appropriately subpoenaed in most cases. However, the circumstances presented herein called for this extreme response. The State Bar is forced into this position by Agwara's conduct. His utter disregard for any obligation to either account for client funds or to transfer earned income out of the trust account, is unprecedented. Therefore, it is both reasonable and necessary for the State Bar to seek documentation of the accuracy, or inaccuracy, of Agwara's sworn testimony regarding earned income retained within the trust account.

In the event this Court deems the SDT overly broad as to the tax records sought, a bare minimum review may be had by Agwara's production solely of documentation related to Agwara's earned fee income. The State Bar is not interested in, nor are Agwara's income reports relevant to a State Bar investigation to the extent they relate to any event other than earned attorney's fees income. However, Agwara's blending of client dollars with earned income dollars, within both his trust and operating accounts, has left the State Bar with no option except to seek this independent statement of Agwara's earned income in

the form of attorney's fees declared as income in his tax returns. Had Agwara maintained proper accounting and timely distributed earned fees from the trust account, it would not be necessary for the State Bar to seek income tax records documenting that income.

3. Necessary and Relevant Time Frame

The records sought by the SDT's span a time frame necessary and relevant to the investigation opened by the State Bar in April 2014. SCR 106(2) provides time limitations for disciplinary proceedings:

> **Rule 106. Privilege and limitation.**
>
> . . .
>
> 2. **Limitation**. Disciplinary proceedings shall not be commenced against an attorney for alleged misconduct occurring more than 4 years prior to the receipt of that grievance or filing of the complaint by bar counsel. In the event of fraud or concealment, the 4 year period begins on the date the fraud or concealment was discovered by the grievant . . .

Agwara has testified that he keeps no ledgers, no vouchers, nor any receipts related to his trust account funds. The request for records that may extend greater than four years prior to the date the State Bar received a report of Agwara's trust account misuse is, therefore, not unreasonable as the source of funds distributed within the limitations period must be traced. Accordingly, based upon Agwara's testimony that he had maintained earned attorney's fees in his trust account as far

back as 2010,[34] the first SDT seeking income documentation as far back as 2009 is not unreasonable.

As to client records sought by both the first and the second SDT, those records pertain to transactions evidenced by, but not explained in the bank records independently obtained by the State Bar, which span July 1, 2014, to May 17, 2016.[35] Again, only by looking to prior year records will the investigation be able to adequately determine if receipt and disbursement of client funds can be accounted for on the dates those funds were processed, or whether client money is being misappropriated within Agwara's trust or operating accounts.

V.

CONCLUSION

Agwara has testified to misuse of his client trust account. "[T]he paramount objective of bar disciplinary proceedings is . . . to protect the public[.]" *State Bar of Nevada v. Claiborne*, 104 Nev. 115, 129, 756 P.2d 464, 473 (1988). *See also In the Matter of Cochrane*, 92 Nev. 253, 255, 549 P.2d 328, 329 (1976). Agwara's engagement in comingled accounting practices, expenditure of trust account funds for personal purposes, failure to fully disburse client funds, and continued disregard for the risk presented thereby, demonstrates a complete and

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[34] RS 192-196 (Transcript of Bankruptcy Hearing, April 2, 2014, pp. 165- 174)
[35] RS 001-008 (Subpoena Duces Tecum, December 16, 2015); and
RS 362-365 (Second Subpoena Duces Tecum, May 17, 2016)

total disregard for protecting the interests of his clients. The records sought by the State Bar's SDT's are necessary to a complete evaluation of injury and potential injury created by Agwara's imprecise and risky accounting practices.

The State Bar, therefore, seeks this Court's findings and rulings with regard to this Writ Petition, as follows:

1. That the competing Motions to Compel and Motions to Quash were properly decided by the Board Chair in compliance with SCR 110(4), and the written Board Chair orders are in compliance with the Disciplinary Rules of Procedure.

2. That the Board Chair's denial of the Motions to Quash the SDT's be affirmed.

3. That the Board Chair's orders requiring Agwara's compliance with the SDT's be affirmed, and Agwara be required to produce the subpoenaed documents within 15 days of this Court's Order denying the Writ Petition.

4. That in the event Agwara fails to timely comply with this Court's affirmation of the Orders compelling Agwara's compliance with the SDT's, the State Bar may invoke SCR 110(3) to bring Agwara before the District Court for

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his contempt of this Court's Order confirming the Board Chair's orders compelling Agwara's production of documents subpoenaed by the State Bar.

RESPECTFULLY SUBMITTED this 17th day of October, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERSON, BAR COUNSEL

By: _____

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
Janeen V. Isaacson, Assistant Bar Counsel
Nevada Bar No. 6429
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
Attorneys for Respondents

ATTORNEY'S NRAP 28.2 CERTIFICATE

I hereby certify that this brief complies with the formatting requirements of NRAP 32(a)(4), the typeface requirements of NRAP 32(a)(5) and the type style of requirements of NRAP 32(a)(6). This brief has been prepared in proportionally spaced typeface using Times New Roman in font size 14 point.

I hereby certify that I have read the foregoing RESPONDENTS' ANSWER TO PETITION FOR WRIT OF MANDAMUS OR, IN THE ALTERNATIVE, PETITION FOR WRIT OF PROHIBITION, and to the best of my knowledge, information and belief, this brief is not frivolous or interposed for any improper purpose. I further certify this brief complies with all applicable Nevada Rules of Appellate Procedure, including the requirement of NRAP 28(e), which requires every assertion in the brief regarding matters in the record to be supported by appropriate references to the record on appeal. I understand that I may be subject to sanctions in the event that the accompanying brief is not in conformity with the requirements of the Nevada Rules of Appellate Procedure.

DATED this 17th day of October, 2016.

STATE BAR OF NEVADA
C. Stanley Hunterton, Bar Counsel

By: _____
Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada 89102
Phone: (702) 382-2200

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the attached **RESPONDENTS' ANSWER TO PETITION FOR WRIT OF MANDAMUS OR, IN THE ALTERNATIVE, PETITION FOR WRIT OF PROHIBITION** was deposited in the United States mail at Las Vegas, Nevada, along with the Summary of the Record identified therein and attached thereto, postage fully pre-paid thereon for first class mail addressed to:

William B. Terry, Esq.
530 S. Seventh St.
Las Vegas, NV 89101
Attorney for Agwara

DATED this 17th day of October, 2016.

An Employee of the State Bar of Nevada

FILED
DEC 16 2015
STATE BAR OF NEVADA
OFFICE OF BAR COUNSEL

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.
Respondent.

SUBPOENA DUCES TECUM

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89102-1859

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Brian T. Kunzi, Deputy Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, February 1, 2016, at 1:00 p.m.***, and produce true and correct copies of the following items.

NOTE: ***Your production of the requested items relieves your obligation to personally appear before Deputy Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:***

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

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R.S. PAGE001

INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. For each of the individuals listed on **Exhibit A**, attached hereto and made a part hereof, copies of the following documents:

   a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

   b. Documents related to the settlement or distribution of funds processed through Nevada State Bank Account Number 2097335 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

R.S. PAGE002

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For each of the transactions listed on **Exhibit B**, attached hereto and made a part hereof, copies of the following documents:

a. Documents that evidences the creation of an attorney/client relationship or otherwise indicates a request for said funds to be held in trust or escrow.

b. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

3. All personal and business tax returns for each of those individuals and businesses listed on **Exhibit C** with schedules, W-2's, and 1099's to include W-2's or 1099's issued to your employees, contract personnel or other entities for the tax years 2009, 2010, 2011, 2012, 2013 and 2014.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time

and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 16th day of December, 2015.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Brian T. Kunzi, Deputy Bar Counsel
Nevada Bar No. 2173
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

EXHIBIT A

Last Name / Company Name	First Name
Abtew	Selamawit
Aguilar	Karen
Agwara	Liborius & Kelechi
Amamgbo	Alexandria
Amamgbo	Donald
Bekele	Belete
Bibber	Danielle
Bombardier Recreational Products, Inc.	
Brooks	James Darryl
Bueno	Manuel
Bullocks	Janice
Cangas	Quina
Davis	Thomas
Dodd	Sincere
Farfan	Rolando
Ferguson	Crystal
Ferguson	Yolando
Flores	Ann
Gardner	Sherman
Gavins	Lucille
Gavins	Talmage
Gbereyohanes	Solomon-Belay
Gomez	Daizy
Gonzalez-Mena	Fernando
Gutierrez	Janeth
Harrison	Shakish
Ibrahim	Joy
Iheanacho	Obidke
Iniguez	Fabiola
Jackson	Trent
Leal	Leila
Leal	Safonia
Leiva	Claudia
Leiva	Javier
Leon-Aguayo	Jose
Lescieux	Caroline
Loyo	Felipe
Madrid Hernandez	Jaime
Marshal	Prentice
Martinez	Lorenzo
Medrano	Miriam
Medrano	Ricardo

Mejia	Irma
Moreno	Armando
Moreno	Arturo
Navarette-Carrillo	Luis
Nsofor	Onah
Ochoa	Joe
Perez	Ervin
Perez	Jessica Amador
Preito	Lourdes
Ramos	Ana Judith
Reyes	Veronica
Reyes-Ortega	Marciela
Reynaga	Elizabeth
Reynolds	Otis
Robinson	James
Ruiz-de-Ayala	Gricelda
Sheppard	Aleza
Spears	Orlando
Theodoreis	Ingrid
Thompson	Stevie
Thompson	Melissa
Townco Construction & L. Agawa	
Tullao	Jeanette Tala
Velasquez	Juan (or Vasquez)
Washington	Cherise

EXHIBIT B

Date	Name	Transaction Type
1/31/13	Godwin Uche Okerea	Wire in
2/4/13	Anyanwu, Vivian Ndidiamaka	Wire in
2/5/13	Audi of Tysons Corner	wire out
2/7/13	Cashier's check	Deposit for $415,000
4/11/13	Mezcor Limited / Adetokunbo Ademola Briates	Wire in
5/20/13	Brochstein & Bantley, PC/ Originator Henry County Escrow Account ref: Amamgbo for $460,000	wire out
8/13/13	Cashier's Check	Deposit for $45,000
8/13/13	Cashier's Check	Deposit for $15,000

EXHIBIT C

1. Liborius Agwara
2. Kelechi Agwara (if joint return)
3. Afrique Holdings, Inc.
4. Agwara & Associates (EIN 30-0067650)
5. OHIAGU, Inc. (EIN 74-3190242)
6. High End, LLC (EIN 27-1274096)
7. World Market Furniture, Inc.
8. Emerald Lake, Inc.

FILED
MAY - 1 2016
STATE BAR OF NEVADA
BY
OFFICE OF BAR COUNSEL

OBJ

LIBORIUS AGWARA, ESQ.
Nevada Bar No. 7576
4693 E. Flamingo Rd.
Las Vegas, NV 89121
(702) 385-4800 Office
(702) 385-4900 Facsimile
Respondent

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Respondent.

CASE NO: SG13-1818, SG14-0100
SG14-0485, SG14-1137

OBJECTION TO SUBPOENA

Comes now, Respondent above-named, and hereby objects to, and contests, the SUBPOENA DUCES TECUM issued by the State Bar of Nevada and filed on December 17, 2015. This Objection is made pursuant to SCR 110(4) and Rule 25(d) of the State Bar of Nevada Disciplinary Rules of Procedure. Respondent objects on the followings grounds:

1. Respondent asserts his 5th amendment right against self-incrimination with respect to producing or testifying about the subpoenaed documents and records.

2. The subpoenaed documents are time-barred.

3. The State Bar is functioning as a conduit for other entities/persons to obtain documents that those entities are otherwise not entitled to under the law.

4. The State Bar is seeking documents (income tax returns), which are outside of its jurisdiction and which have nothing to do with how Respondent practices law.

AGWARA & ASSOCIATES
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 Office • (702) 385-4900 Fax

Respondent will be filing a brief in support of this Objection and will attach documentary evidence demonstrating why the subpoena should be quashed or the grievance placed in abeyance, pending the completion of Respondent's bankruptcy proceeding, a likely ongoing investigation by the U.S. Attorney's office, and an Internal Revenue Service examination.

DATED this 29th day of February 2016.

LIBORIUS AGWARA, ESQ.
Nevada Bar No. 7576
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 office
(702) 385-4900 fax
Respondent

AGWARA & ASSOCIATES
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 Office • (702) 385-4900 Fax

FILED

MAY 17 2016

STATE BAR OF NEVADA
BY: _____
OFFICE OF BAR COUNSEL

Case No: SG13-1818, SG14-0100,
SG14-0485, SG14-1137

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

In Re: LIBORIUS AGWARA, ESQ. BAR NO. 7576	**THE STATE BAR OF NEVADA'S RESPONSE TO OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION**

TO: Luke Puschnig, Esq.
Southern Nevada Disciplinary Panel, Interim Chair
3150 Paradise Rd.
Las Vegas, NV 89109

COMES NOW the State Bar of Nevada, through Assistant Bar Counsel Stephanie A. Barker, and hereby moves the Chair of the Southern Nevada Disciplinary Panel (Panel Chair) for an order directing that LIBORIUS AGWARA (Agwara), Nevada Bar No. 7576, comply with the December 16, 2015 Subpoena Duces Tecum (SDT) lawfully issued in accordance with Supreme Court Rule (SCR) 110, and served upon Agwara on January 12, 2016, in connection with the investigation of State Bar grievances against Agwara.

Agwara has objected to the SDT and has thereby refused to provide the responsive documents. Pursuant to SCR 110(4), the contest of a subpoena shall be heard and determined by the chair of the appropriate disciplinary board. Accordingly, the attached Objection by Agwara, in conjunction with this Response by the State Bar and Motion to Compel Production in compliance with the SDT, is submitted for ruling by the Panel Chair.

I.

BACKGROUND

On April 9, 2014 the State Bar opened an investigation into Agwara's trust account management after having been notified of a bankruptcy proceeding in which Agwara's sworn testimony revealed trust account misuse. After review of Agwara's testimony, and review of trust account records subpoenaed from Nevada State Bank (NSB), the State Bar sought client and accounting information from Agwara directly and issued a Subpoena Duces Tecum (SDT) on December 16, 2015. **Exhibit 1**. The SDT was served on Agwara on January 12, 2016. **Exhibit 2**.

Agwara did not provide the documents requested by the SDT and instead, on March 1, 2016, an Objection to the SDT was delivered to the State Bar. **Exhibit 3**. In accordance with SCR 110(4), Agwara's Objection is hereby submitted to the Panel Chair, along with this Motion to Compel Agwara's production of documents in compliance with the SDT, for the Panel Chair's consideration and order.

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II.

POINTS AND AUTHORITIES

A. STATEMENT OF FACTS

1. Notification to State Bar / Agwara's Personal Bankruptcy

On April 9, 2014, the State Bar received a letter from the law firm representing Agwara in his personal bankruptcy. During an April 2, 2014, bankruptcy court hearing, Agwara's attorneys were directed by the Judge to report to the State Bar that Agwara "may not maintain his trust account in accordance with Rule [SCR] 78.5 (b)." Specifically, the State Bar was advised that Agwara keeps no ledgers, vouchers or receipts related to his trust account funds. **Exhibit 4**.

The State Bar subsequently obtained a copy of the March 26, 2014, Declaration of the Bankruptcy Analyst / CPA assigned to conduct financial analysis of Agwara's NSB Trust Account. **Exhibit 5**. The Analyst confirmed that: Agwara was operating his firm as a sole proprietorship; Agwara's NSB Trust Account records did not include a ledger for the account, client ledgers reflecting the amount held in trust for the clients, receipts, copies of checks deposited into the NSB Trust Account, or documentation regarding wire transfers through account; and that during a March 6, 2014 creditors meeting, Agwara stated that he was on a cash basis and did not have a list of accounts receivable, including amounts due to him for reimbursement of expenses and attorney's fees.

The State Bar sought Agwara's response to the information received from the bankruptcy proceeding. **Exhibit 6**. On May 6, 2014, Agwara advised the State Bar that he objected to the bankruptcy review of his trust account, asserting that the bankruptcy was his personal bankruptcy, and not for his business and the money belonging to his clients and medical providers were not part of the bankruptcy estate. **Exhibit 7**. Agwara stated:

> I am not aware of a professional rule that requires me to keep a ledger. I do not even know what a ledger is. The fact that [the Analyst] does not like my accounting method does not necessarily mean I engaged in professional misconduct. He wanted me to do it his way.

In light of Agwara's refusal to provide the State Bar with a substantive response to the bankruptcy court's concerns regarding his NSB Trust Account, on June 20, 2014, the State Bar subpoenaed Agwara's NSB Trust Account records directly from the bank. While analysis of those records was pending, on July 23, 2014, the bankruptcy court issued an Order freezing Agwara's NSB Trust Account pending investigation by the Bankruptcy Trustee. **Exhibit 8**.

On July 21, 2014, two days before entry of the order freezing the NSB Trust Account, United States Bankruptcy Judge Bruce Beesley corresponded with the State Bar advising of Agwara's mismanagement of client funds, and of commingling of personal and client funds. **Exhibit 9**. Judge Beesley provided the Bar with pertinent portions of the transcript of an April 2, 2014 bankruptcy hearing at which Agwara gave

sworn testimony regarding his NSB Trust Account. The full transcript of that hearing, **Exhibit 10,** reveals in pertinent part:

a. Agwara described transactions linked to the client trust account that were personal in nature, or otherwise unrelated to his practice of law. For example, Agwara deposited $90,000 in insurance proceeds to compensate for water damage to his personal residence, and subsequently issued checks from the trust account to pay for repair of the damage. (**Ex. 10**, pp. 132-133, ll. 5-2, and pp. 135-137, ll. 16-24.)

b. Agwara confirmed multiple wire transfers out of the trust account, consisting of thousands of dollars, unrelated to his legal practice. For example, $22,319.03 (May 2013) for the purchase of real property in Atlanta Georgia (**Ex. 10**, pp. 137-138, ll. 22-8); $17,795.61 (May 2013) for freight related to furniture shipped to Nigeria and to Nevada (**Ex. 10**, pp. 145-146, ll. 21-11); $49,195 (September 2011) to purchase a BMW X6 for Agwara's cousin in Nigeria (**Ex. 7**, p. 247, ll. 2-18); $161,225 (from August 2010 to February 2012) for development of Agwara's real property located in Nigeria (**Ex. 7**, p. 156, ll. 12-23; pp. 163-165, ll. 16-17; pp. 175-176, ll. 11-6; pp. 176-177, ll. 18-8.)

c. While Agwara testified that the money transferred from the trust account for personal purposes had been earned by him as "fees," he could not provide any detail regarding which client or case had generated the fee. For example,

Agwara received a million dollar settlement in August 25, 2009, and a $900,000 settlement in 2010, and in 2014 Agwara could not attest to whether or not his fees earned on those settlements had been distributed for his personal use, in total. (**Ex. 10**, pp. 165-167, ll. 8-2.)

d. Agwara testified that he does not implement a reliable or identifiable system of accounting for his client trust account as follows:

(i) Between 2009 and 2014, 90-95% of Agwara's practice was personal injury (**Ex. 10**, pp. 34-35, ll. 25-3) and as of April 2, 2014, Agwara could not state how many clients were owed sums of money from Agwara's trust account. (**Ex. 10**, pp. 42-43, ll. 21-3.)

(ii) Agwara does not keep a comprehensive ledger of his client trust account, tracking client names and amounts owed, but rather keeps that information as separate documents in each client file. (**Ex. 10**, pp. 48-49, ll. 21-13.)

(iii) When Agwara earns fees from client funds that are deposited into the trust account, he does not withdraw the earned fees all at the same time in order to leave money in the account to run his office in the event there might not be another settlement for the next two or three months – he does not move earned fees into an operating account. (**Ex. 10**, p. 143, ll. 6-25.)

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(iv) In order to track how much trust account money was attributable to earned fees, Agwara would have to go back through the account to see how much money had been withdrawn either to him or to his office, or wired out of the trust account on his behalf, in an effort to determine how much was left. (**Ex. 10**, p. 165, ll. 13-17.)

(v) In order to determine which case a withdrawal was attributable to, Agwara would see whether there were indications on the check stubs. (**Ex. 10**, p. 167. ll. 7-11.) For personal wires for which there was no check, Agwara would add them together with what he believed was money he had left in the trust account, and "usually there's – – it covered everything." (**Ex. 10**, pp. 171-172, ll. 15-172.)

(vi) "[I]f it becomes necessary to go back and say, okay, part of the 50 came from this client, part of the 50 came from that client, then I would do that. But I usually know how much belongs to my office in the trust. Okay. So it – – and I never had the need to go and explain where did this one come from and where did this one come from." (**Ex. 10**, p. 172, ll. 5-17.)

The Bankruptcy Court Order freezing the NSB Trust Account was extended by the Court on October 6, 2014. **Exhibit 11**. Per the Bankruptcy Court's Orders, once frozen, Agwara was required to obtain approval from the Trustee regarding the deposit and distribution of all client settlement funds.

2. The State Bar Investigation

Having received the above-detailed information, evidence, and testimony elicited in bankruptcy court regarding Agwara's handling of his Trust Account, the State Bar opened an investigation. *See* **Exhibit 12**, Affidavit of Senior Investigative Paralegal, Office of Bar Counsel. In that investigation the State Bar obtained records from Wells Fargo Bank (WFB) for both an operating account and a second trust account held by Agwara. The existence of this trust account was previously unknown to the State Bar as it had not been disclosed by Agwara as required by SCR 78.5(5).

a. Wells Fargo Bank Operating Account (8515)

Review of the WFB Operating Account records establishes that commencing July 2014, at approximately the time when the NSB Trust Account was first frozen, Agwara bypassed the frozen NSB Trust Account and began diverting client monies into the WFB Operating Account. **Ex. 12,** ¶ 8. For the next approximate six months, while the NSB Trust Account was frozen and being monitored by the Bankruptcy Trustee, Agwara comingled and disbursed client funds, personal funds, and law practice operating funds through the WFB Operating Account. **Ex. 12,** ¶¶ 8-10.

The WFB Operating Account records covered dates of service from January 2009 through December 15, 2015. During this period of time, the account reconciliation reveals that there were thirty-four (34) occasions on which Agwara deposited into this operating account, funds received on behalf of a client in the form of either a settlement

check or a medical payment coverage check. **Exhibit 12-B**. The total amount of the client fund checks deposited into the WFB Operating Account over approximately nine months between July 14, 2014 and April 22, 2015, was $343,876.39. **Exhibit 12-B**.

The reconciliation also shows that during this same nine-month period of time, there were non-client related transactions being processed through this operating account, including withdrawals for office repair and maintenance, pool service, paralegal services, child support, vehicle maintenance, personal litigation expense (bankruptcy and divorce), payroll, lawn maintenance at a personal residence, self-storage fees, CLE fees, payroll costs, etc. **Exhibit 12-C**.

The accounting performed with regard to the WFB Operating Account illustrates that Agwara comingled client, business and personal funds, and failed to properly distribute all of the deposited settlement funds, utilizing a portion of these funds for his business and personal needs at various times.

b. Wells Fargo Bank Trust Account (8027)

The WFB Trust Account was opened in December of 2014, shortly after the second bankruptcy court freezing order had lifted. **Ex. 12,** ¶ 11. Examination of this trust account demonstrates that although this account appears to have been primarily utilized for client funds, Agwara continued to engage in accounting practices that prevent reconciliation of the sums contained therein. **Ex. 12,** ¶ ¶ 12 & 13.

/ / /

More specifically the WFB Trust Account records covered dates of service from December 15, 2014 (the date the trust account was opened) through December 15, 2015. Pertinent sections of the State Bar reconciliation of these records are attached hereto as **Exhibit 12-D** and **12-E**. The reconciliation demonstrates that client funds deposited into the account are not being properly accounted for leaving client balances in the trust Account because they have not been disbursed in total. **Exhibit 12-E**.

(i) On 2/10/15, $10,000 was deposited from ESIS re: Sofia Contreras. Between 2/23/15 and 6/30/15, only $5,283 of that sum was withdrawn, including payment to Agwara, with no payment to the client, leaving a client fund balance of $4,717 in the trust account as of 12/15/15.

(ii) On 2/10/15, $14,200 was deposited from Liberty Mutual re: Alexis Escobar. On 3/24/15, $4,733 was withdrawn payable to Agwara & Associates. As of 12/15/15 there were no other withdrawals from the account that referenced Alexis Escobar, and no withdrawal indicating that the client was paid, leaving a client fund balance of $9,467 in the trust account as of 12/15/15.

(iii) On 3/12/15, $8,000 was deposited from Progressive Insurance re: Rene Romero-Alfano, and on 5/6/15, $2,005.82 was deposited from Allstate re: Rene Romero-Alfano, totaling $10,005.82. Between 4/7/15 and 4/9/15, $8,302.82 was withdrawn reference this client, including payment to Agwara, leaving a client fund balance of $1,703 in the trust account as of 12/15/15.

(iv) On 3/12/15 and 3/24/15, a total of $65,000 was deposited from Fred Laya Insurance and nationwide Insurance re: Jose Sanchez Martinez. Between 4/2/15 and 6/18/15, a total of $67,359.19 was withdrawn with reference to this client, including payment to Agwara, creating an overdraft of ($2,359.15) with regard to this client.

(v) On 5/6/15, $15,000 was deposited from GEICO re: Magdalena Hosseini. Between 5/15/15 and 11/16/15, $8,600 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $6,400 in the trust account as of 12/15/15.

(vi) On 5/6/15, $50,000 was deposited from Farmers re: Mere Godfrey. Between 5/15/15 and 6/15/15, $48,854.75 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $1,145.25 in the trust account as of 12/15/15.

(vii) On 7/27/15, $6,000 was deposited from GEICO re: George Goldwair. Between 7/30/15 and 9/8/15, $4,694 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $1,306 in the trust account as of 12/15/15.

(viii) On 10/1/15, $55,000 was deposited from Frias Management, re: Markos Amare. Between 10/7/15 and 10/26/15, $33,501.50 of that sum was withdrawn with reference to this client, including payment to Agwara, leaving a client fund balance of $21,498.50 in the trust account as of 12/15/15.

(ix) On 10/9/15, $4,150 was deposited from GEICO re: Baksh Qadir. As of 12/15/15 no withdrawals were made from the trust account reference this client, leaving a client fund balance of $4,150 in the trust account as of 12/15/15.

3. Subpoena Duces Teccum for Agwara's Client and Financial Records

In an effort to reconcile Agwara's use of the above-described accounts to process client funds, on December 17, 2016 the Office of Bar Counsel issued the now contested SDT to Agwara, **Exhibit 1**, seeking:

1) client records to include, by named client, retainer agreements, termination letters, documents related to the settlement or distribution of funds to include, but not be limited to medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations;

2) accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not be limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries; and

3) personal and business tax returns from 2009 through 2014.

After extension of time for Agwara's response to the SDT, on March 1, 2016, Agwara served the State Bar with an Objection to the SDT, **Exhibit 2**, refusing to produce the required documents, asserting that:

1. The Fifth Amendment right against self-incrimination protects Agwara with respect to producing or testifying about the subpoenaed documents and records.

2. The subpoenaed documents are time-barred.

3. The State Bar is functioning as a conduit for other entities/persons to obtain documents that those entities are otherwise not entitled to under the law.

4. The State Bar is seeking documents (income tax returns) which are outside of its jurisdiction and which have nothing to do with how Agwara practices law.

5. The SDT should be quashed or the grievance placed in abeyance pending the completion of Agwara's bankruptcy proceeding, a likely ongoing investigation by the U.S. Attorney's Office, and an Internal Revenue Service Examination.

Agwara's Objection indicates that Agwara would be filing a brief to which Agwara would attach documentary evidence in support of the objection. No brief or documentary evidence in support of the Objection has been submitted to the State Bar as of this date.

B. ARGUMENT

Supreme Court Rules and Rules of Professional Conduct Require Agwara to Comply with the Subpoena Duces Tecum

SCR 110 provides that the State Bar may compel production of attorney records by way of subpoena, in matters under investigation by the State Bar. Agwara's conduct with regard to trust account and operating account management, and his failure to

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disclose client accounting information in response to a subpoena from the State Bar, demonstrates attempted evasion of oversight concerning client fund management.

SCR 78.5(1)(b) requires that:

> [E]very lawyer . . . shall maintain and preserve . . . records of the accounts including checkbooks, cancelled checks, check stubs, vouchers, ledgers, journals, closing statements, accountings or other statements of disbursements rendered to clients or other parties with regard to trust funds or similar equivalent records clearly and expressly reflecting the date, amount, source, and explanation for all receipts, withdrawals, deliveries and disbursements of the funds. . .

Agwara's accounting systems, based upon his sworn testimony in the bankruptcy proceeding, do not comply with SCR 78.5(1)(b).

RPC 1.15 requires that Agwara safe-keep client funds as follows:

> **Rule 1.15. Safekeeping Property.**
>
> (a) A lawyer *shall* hold funds or other property of clients or third persons that is in a lawyer's possession in connection with a representation *separate from the lawyer's own property*. All funds received or held for the benefit of clients by a lawyer or firm, including advances for costs and expenses, shall be deposited in one or more identifiable bank accounts designated as a trust account maintained in the state where the lawyer's office is situated, or elsewhere with the consent of the client or third person. Other property in which clients or third persons hold an interest shall be identified as such and appropriately safeguarded. Complete records of such account funds and other property shall be kept by the lawyer and shall be preserved for a period of seven years after termination of the representation.
>
> (b) A lawyer may deposit the lawyer's own funds in a client trust account for the sole purpose of paying bank

> service charges on that account, but only in an amount necessary for that purpose.
>
> (c) A lawyer shall deposit into a client trust account legal fees and expenses that have been paid in advance, to be withdrawn by the lawyer only as fees are earned or expenses incurred.
>
> (d) Upon receiving funds or other property in which a client or third person has an interest, a lawyer shall promptly notify the client or third person. Except as stated in this Rule or otherwise permitted by law or by agreement with the client, a lawyer shall promptly deliver to the client or third person any funds or other property that the client or third person is entitled to receive and, upon request by the client or third person, shall promptly render a full accounting regarding such property.
>
> (e) When in the course of representation a lawyer is in possession of funds or other property in which two or more persons (one of whom may be the lawyer) claim interests, the property shall be kept separate by the lawyer until the dispute is resolved. The lawyer shall promptly distribute all portions of the funds or other property as to which the interests are not in dispute.

Agwara's accounting practices do not comply with RPC 1.15, demonstrate a pattern of comingling client funds with Agwara's personal and law practice operating funds, and evidence a failure to promptly distribute funds to third-party claimants, to his clients, or to himself.

RPC 8.1(b) requires Agwara to comply with requests from the State Bar in its investigation of complaints regarding violations of rules of professional conduct as follow:

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> **Rule 8.1. Bar Admission and Disciplinary Matters.**
> . . . [A] a lawyer . . . in connection with a disciplinary matter, shall not:
>
> (a) . . .
>
> (b) Fail to disclose a fact necessary to correct a misapprehension known by the person to have arisen in the matter, or *knowingly fail to respond to a lawful demand for information* from . . . disciplinary authority, except that this Rule does not require disclosure of information otherwise protected by Rule 1.6.

RPC 8.1(b) compels an attorney to cooperate with a State Bar investigation of alleged violations of the Rules of Professional Conduct. Agwara has refused to respond to the State Bar's lawful demand for information regarding his client funds in violation of Agwara's RPC 8.1(b) obligations, and has failed to raise a credible objection to the same. Addressing Agwara's specific objections serially:

1. <u>The Fifth Amendment does not protect an attorney from production of documents in a State Bar investigation of attorney conduct</u>.

In the case of *Spevack v. Klien*, 385 U.S. 511 (1967), the Supreme Court of the United States reversed the disbarment of an attorney which was issued for the attorney's failure to testify at his hearing and to respond to a Subpoena Duces Tecum. The Court determined with respect to his *testimony*, the attorney was entitled to assert the Fifth Amendment. However, with regard to the refusal to respond to the Subpoena Duces Tecum, the Supreme Court only noted that the attorney should have been given an opportunity to show that the requested documents were outside the scope of the required records rule and were private papers with no "public aspects". *Id. at* 519.

In Nevada, there are several rules requiring attorneys to comply with lawful records requests from the State Bar including SCR 78.5, RPC 1.15 and RPC 8.1, as set forth hereinabove. A subpoena issued pursuant to SCR 110 is a lawful request, and these rules require Nevada attorneys to cooperate with the State Bar and provide records necessary to, and relevant to a State Bar investigation of the handling of client funds, including the attorney's earned fees. Accordingly, Agwara's blanket assertion of the Fifth Amendment privilege does not shelter him from response to the State Bar's demand for records regarding the handling and disposition of client funds in trust and operating accounts, and other financial records pursuant SCR 78.5, RPC 1.15 and RPC 8.1(b).

2. The records sought by the SDT span a time frame relevant to the investigation opened by the State Bar in April 2014.

On April 9, 2014, the subject investigation was opened when the State Bar received a letter from Agwara's bankruptcy attorney advising that the bankruptcy court had directed him to notify the State Bar that Agwara "may not maintain his trust account in accordance with Rule [SCR] 78.5 (b)." Transcripts of hearings in bankruptcy court revealed that dating as far back as 2010, Agwara failed to keep ledgers of his Trust Account activity and instead could only attempt to track his withdrawal of earned fees and client payments by cross-reference to client files. (Ex. 7, pp.165-167.) The State Bar's SDT seeks production of client records and accounting records regarding those transactions, in part based on Agwara's testimony that review of those records is

necessary in order to track deposits and disbursement of client funds for periods of time relevant to this investigation.

SCR 106(2) addresses time limitations regarding disciplinary proceedings as follows:

> **Rule 106. Privilege and limitation.**
>
> . . .
>
> 2. **Limitation**. Disciplinary proceedings shall not be commenced against an attorney for alleged misconduct occurring more than 4 years prior to the receipt of that grievance or filing of the complaint by bar counsel. In the event of fraud or concealment, the 4 year period begins on the date the fraud or concealment was discovered by the grievant . . .

Because the State Bar has been advised that Agwara keeps no ledgers, vouchers or receipts related to his trust account funds, the request for records that may extend greater than four years prior to the date the State Bar received a report of Agwara's trust account mis-use, is not unreasonable. Only by looking to prior year records will the investigation be able to adequately determine if receipt and disbursement of client funds can be accounted for on the dates those funds were processed, or whether income is being concealed within the trust account via Agwara's failure to properly distribute and account for fees earned by and owed to him in that regard.

3. <u>The State Bar's investigation of potential violations of the Rules of Professional Conduct, is confidential pursuant to SCR 121</u>.

The Supreme Court has outlined the confidentiality of a State Bar misconduct investigation as follows:

Rule 121. Confidentiality.

1. **Generally.** All proceedings involving allegations of misconduct by an attorney shall be kept confidential until the filing of a formal complaint. All participants in a proceeding, including anyone connected with it, shall conduct themselves so as to maintain the confidentiality of the proceeding until a formal complaint is filed.

2. **When no formal complaint filed.** In the event no formal complaint is filed, the disciplinary proceeding shall become public upon its conclusion, whether by dismissal or otherwise.

. . .

11. **What becomes public.** Once a matter has become public pursuant to this rule, all records of the lawyer discipline agency shall become public except bar counsel's work product and the panel's deliberations.

12. **Proceedings before the supreme court.** Unless these rules specifically provide that a matter in the supreme court is confidential, all filed documents and arguments in lawyer discipline proceedings in the supreme court shall be public, unless for good cause shown, the supreme court enters an order sealing all or part of the record in the court.

. . .

15. **Statements by the State Bar of Nevada.** Notwithstanding Rule 121(1), the state bar may disseminate the procedural status and the general nature of a grievance or complaint upon request.

16. **Exclusions.** These rules shall not prohibit any complainant, the accused attorney, or any witnesses from discussing publicly the existence of the proceedings under these rules or the underlying facts related thereto. However, disclosures made under this subsection, in whatever form or by whatever means, outside the disciplinary process shall not be covered by the civil immunity afforded in Rule 106(1).

Agwara broadly asserts that the State Bar has misused its subpoena authority at the behest of or for the benefit of "other entities/persons." Agwara has provided no

explanation, and has not alleged any event or circumstance on which this assertion is based. Therefore, this office is unable to substantively respond to this portion of Agwara's "objection." Nonetheless, the Office of Bar Counsel advises that there is no purpose for the subject SDT other than investigation of the extent of Agwara's misuse of his trust account, as testified to by Agwara himself.

4. <u>The State Bar's request for tax returns is within its jurisdiction as relevant to investigation of violations of the Rules of Professional Conduct</u>.

Agwara's sworn testimony at a hearing before the Honorable Judge Beesly in bankruptcy court, revealed that Agwara has utilized his trust account as a holding account to retain earned fees. More specifically, rather than withdraw earned fees as earned income, Agwara instead withdrew money from the trust account to directly pay personal expenses. This failure to account for, withdraw, and potentially declare as income the fees earned from his legal work is a violation of RPC 1.15 (Safekeeping Property) and RPC 8.4 (Misconduct). Before charging these professional conduct violations it is reasonable and necessary for the State Bar to seek documentation of the accuracy, or inaccuracy, of Agwara's sworn testimony in the bankruptcy proceeding.

5. <u>The pendency of a bankruptcy proceeding, investigation by the United States Attorney's Office, or an Internal Revenue Service Examination is not a reason to stay Agwara's subpoena response</u>.

Per the Supreme Court Rules, processing of a grievance or State Bar complaint shall not be deferred due to pending civil or criminal proceedings. SCR 108 provides:

> **Rule 108. Matters involving related pending civil or criminal litigation.** Before or after a grievance file has been opened, processing of a grievance or complaint shall not be deferred or abated because of substantial similarity to the material allegations of pending criminal or civil litigation, unless authorized, for good cause, by a three-member screening panel appointed pursuant to Rule 105(1).

The existence of bankruptcy proceedings, or criminal or civil investigations by either the United States Attorney's Office or the Internal Revenue Service, are not a basis for Agwara to refuse to comply with the State Bar subpoena for documents relevant to its investigation, pursuant to Nevada Supreme Court Rule.

III.

CONCLUSION

Agwara has testified to misuse of his client trust account. "[T]he paramount objective of bar disciplinary proceedings is . . . to protect the public[.]" *State Bar of Nevada v. Claiborne*, 104 Nev. 115, 129, 756 P.2d 464, 473 (1988). *See also In the Matter of Cochrane*, 92 Nev. 253, 255, 549 P.2d 328, 329 (1976). Agwara's engagement in comingled accounting practices, and continued disregard for the risk presented thereby, demonstrates a complete and total disregard for protecting the interests of his clients. The records sought by the State Bar's SDT are necessary to a complete evaluation of injury and potential injury created by Agwara's imprecise and risky accounting practices.

/ / /

The Office of Bar Counsel therefore seeks a ruling denying Agwara's objection to the SDT, and an order compelling his response through provision of the subpoenaed documents, forthwith.

DATED this 17th day of May, 2016.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON

Stephanie A. Barker, Assistant Bar Counsel
Nevada Bar No. 3176
3100 W. Charleston Blvd., Ste. 100
Las Vegas, NV 89102
Phone: 702-382-2200

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the attached **THE STATE BAR OF NEVADA'S RESPONSE TO OBJECTION TO SUBPOENA DUCES TECUM AND MOTION TO COMPEL PRODUCTION** was deposited in the United States mail at Las Vegas, Nevada, along with the exhibit identified therein and attached thereto, postage fully pre-paid thereon for first class mail addressed to:

William B. Terry, Esq.
530 S. Seventh St.
Las Vegas, NV 89101
Attorney for Agwara

DATED this 17th day of May, 2016.

Employee of the State Bar of Nevada

EXHIBIT LIST

Exhibit 1 –	Subpoena Duces Tecum to Agwara dated December 16, 2015
Exhibit 2 –	Affidavit of Service filed January 19, 2016
Exhibit 3 –	Agwara's Objection to Subpoena Duces Tecum dated March 1, 2016
Exhibit 4 –	April 9, 2014, Correspondence to the State Bar from the Schwartz Law Firm
Exhibit 5 –	March 24, 2014, Declaration of Bankruptcy Analyst/CPA, D.A. Clarke Finneran
Exhibit 6 –	April 17, 2014, Correspondence from the Office of Bar Counsel to Respondent
Exhibit 7 –	May 6, 2014, correspondence from Respondent to the Office of Bar Counsel
Exhibit 8 –	Order Approving Stipulation To Freeze IOLTA Bank Account Pending Investigation by Trustee, USBC Docket 236, July 23, 2014
Exhibit 9 –	July 21, 2014, correspondence from United States Bankruptcy Court Judge Bruce Beesley to the State Bar
Exhibit 10 –	Transcript of April 2, 2014, United States Bankruptcy Court Motion Hearing
Exhibit 11 –	Order Approving Second Stipulation To Freeze IOLTA Bank Account Pending Investigation by Trustee, USBC Docket 285, October 6, 2014
Exhibit 12 –	Affidavit of Dawn Meeks, State Bar of Nevada Senior Paralegal Investigator, May 6, 2016

EXHIBIT 1

Case No. SG13-1818, SG14-0100, SG14-0485, SG14-1137

FILED
DEC 16 2015
STATE BAR OF NEVADA
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

vs.

LIBORIUS AGWARA, ESQ.
Bar No.
Respondent.

SUBPOENA DUCES TECUM

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89102-1859

YOU ARE HEREBY directed to set aside any and all business and excuses and appear before Brian T. Kunzi, Deputy Bar Counsel for the State Bar of Nevada, at 3100 W. Charleston Boulevard, Las Vegas, Nevada, 89102, on ***Monday, February 1, 2016, at 1:00 p.m.***, and produce true and correct copies of the following items.

***NOTE**: Your production of the requested items relieves your obligation to personally appear before Deputy Bar Counsel on the designated dated and time. Any questions or documents produced can be directed to the attention of:*

Dawn Meeks
Senior Paralegal/Investigator
Office of Bar Counsel
702-317-1439
dawnm@nvbar.org

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INSTRUCTIONS

This subpoena is a request for documents in your possession or in the possession or control of any of your attorneys, accountants, employees, agents or representatives. The term "document(s)" refers to any written, recorded or graphic representation, invoice, e-mail, and any items that have been optically scanned and/or electronically stored in any form, including but not limited to, all correspondence, telexes, written communications, notes, jottings, memoranda, telegrams, electronic wires, records, reports, computer printouts, calculations, worksheets, written agreements, account summaries, receipts, invoices, checks, check stubs, bills or other tangible item regardless of how it may be stored, produced or reproduced.

1. For each of the individuals listed on **Exhibit A**, attached hereto and made a part hereof, copies of the following documents:

   a. Retainer agreement or other documents that evidences the creation of the attorney/client relationship, and the terms of the representation, to include, but not limited to, the scope of services to be provided and any termination letter upon the conclusion of the services, if applicable.

   b. Documents related to the settlement or distribution of funds processed through Nevada State Bank Account Number 2097335 to include, but not limited to, medical liens, settlement agreements, pre-settlement loans, distribution/settlement sheets, correspondence evidencing negotiation/settlement of medical liens, releases or satisfactions of any legal obligations.

c. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

2. For each of the transactions listed on **Exhibit B**, attached hereto and made a part hereof, copies of the following documents:

a. Documents that evidences the creation of an attorney/client relationship or otherwise indicates a request for said funds to be held in trust or escrow.

b. Accounting records for all deposits, withdrawals and disbursement of funds to or from Nevada State Bank Account Number 2097335 to include, but not limited to, checks (front and back), check stubs, check ledger, check memos, wire instructions, account journals, account records, accounting database, or account summaries.

3. All personal and business tax returns for each of those individuals and businesses listed on **Exhibit C** with schedules, W-2's, and 1099's to include W-2's or 1099's issued to your employees, contract personnel or other entities for the tax years 2009, 2010, 2011, 2012, 2013 and 2014.

This subpoena is issued pursuant to Supreme Court Rule (SCR) 110 in connection with a **CONFIDENTIAL INVESTIGATION** undertaken pursuant to the Nevada Supreme Court Rules. It shall be regarded as contempt of the Supreme Court Rules for you to in any way breach the confidentiality of this investigation. It shall not be regarded as a breach of confidentiality for you to consult with an attorney or answer questions asked at the above time

and place. For failure to provide as herein directed, you will be deemed in contempt of the Southern Nevada Disciplinary Board and subject to citation from the District Court of the State of Nevada in and for the County of Clark to show cause why you should not be punished for such contempt as provided in SCR 110.

ISSUED this 16th day of December, 2015.

STATE BAR OF NEVADA
C. STANLEY HUNTERTON, BAR COUNSEL

Brian T. Kunzi, Deputy Bar Counsel
Nevada Bar No. 2173
3100 W. Charleston Blvd., Suite 100
Las Vegas, Nevada 89102
(702) 382-2200

EXHIBIT A

Last Name / Company Name	First Name
Abtew	Selamawit
Aguilar	Karen
Agwara	Liborius & Kelechi
Amamgbo	Alexandria
Amamgbo	Donald
Bekele	Belete
Bibber	Danielle
Bombardier Recreational Products, Inc.	
Brooks	James Darryl
Bueno	Manuel
Bullocks	Janice
Cangas	Quina
Davis	Thomas
Dodd	Sincere
Farfan	Rolando
Ferguson	Crystal
Ferguson	Yolando
Flores	Ann
Gardner	Sherman
Gavins	Lucille
Gavins	Talmage
Gbereyohanes	Solomon-Belay
Gomez	Daizy
Gonzalez-Mena	Fernando
Gutierrez	Janeth
Harrison	Shakish
Ibrahim	Joy
Iheanacho	Obidke
Iniguez	Fabiola
Jackson	Trent
Leal	Leila
Leal	Safonia
Leiva	Claudia
Leiva	Javier
Leon-Aguayo	Jose
Lescieux	Caroline
Loyo	Felipe
Madrid Hernandez	Jaime
Marshal	Prentice
Martinez	Lorenzo
Medrano	Miriam
Medrano	Ricardo

Mejia	Irma
Moreno	Armando
Moreno	Arturo
Navarette-Carrillo	Luis
Nsofor	Onah
Ochoa	Joe
Perez	Ervin
Perez	Jessica Amador
Preito	Lourdes
Ramos	Ana Judith
Reyes	Veronica
Reyes-Ortega	Marciela
Reynaga	Elizabeth
Reynolds	Otis
Robinson	James
Ruiz-de-Ayala	Gricelda
Sheppard	Aleza
Spears	Orlando
Theodoreis	Ingrid
Thompson	Stevie
Thompson	Melissa
Townco Construction & L. Agawa	
Tullao	Jeanette Tala
Velasquez	Juan (or Vasquez)
Washington	Cherise

EXHIBIT B

Date	Name	Transaction Type
1/31/13	Godwin Uche Okerea	Wire in
2/4/13	Anyanwu, Vivian Ndidiamaka	Wire in
2/5/13	Audi of Tysons Corner	wire out
2/7/13	Cashier's check	Deposit for $415,000
4/11/13	Mezcor Limited / Adetokunbo Ademola Briates	Wire in
5/20/13	Brochstein & Bantley, PC/ Originator Henry County Escrow Account ref: Amamgbo for $460,000	wire out
8/13/13	Cashier's Check	Deposit for $45,000
8/13/13	Cashier's Check	Deposit for $15,000

EXHIBIT C

1. Liborius Agwara
2. Kelechi Agwara (if joint return)
3. Afrique Holdings, Inc.
4. Agwara & Associates (EIN 30-0067650)
5. OHIAGU, Inc. (EIN 74-3190242)
6. High End, LLC (EIN 27-1274096)
7. World Market Furniture, Inc.
8. Emerald Lake, Inc.

EXHIBIT 2

AFFIDAVIT OF SERVICE

State of Nevada County of Clark Southern Nevada Disciplinary Board Court

Case Number: SG13-1818

Complainant:
STATE BAR OF NEVADA,
vs.
Respondent:
LIBORIUS AGWARA, ESQ. Bar No. 7576

FILED
JAN 19 2016
STATE BAR OF NEVADA
OFFICE OF BAR COUNSEL

For:
State Bar Of Nevada
3100 West Charleston Boulevard
Suite 100
Las Vegas, NV 89102

Received by Legal Express on the 17th day of December, 2015 at 11:03 am to be served on **Liborius I. Agwara, Esq., 4693 East Flamingo Road, Las Vegas, NV 89121.**

I, John Nicholson, being duly sworn, depose and say that on the **12th day of January, 2016** at **4:25 pm**, I:

SERVED by personally delivering a true copy of the **Subpoena Duces Tecum** to **Liborius I. Agwara, Esq.** at **4693 East Flamingo Road, Las Vegas, NV 89121.**

Affiant is, and was, a citizen of the United States, over 18 years of age, and not a party to, nor interested in, the proceeding in which this affidavit is made.

SIGNED and SWORN TO before me on the 15 day of January 2016 by the affiant who is personally known to me.

NOTARY PUBLIC

NOTARY PUBLIC
STATE OF NEVADA
County of Clark
TINA BRITT
Appt. No. 04-86204-1
My Appt. Expires July 16, 2016

John Nicholson
Process Server

Legal Express
Nevada License 999/999a
911 South 1st Street
Las Vegas, NV 89101
(702) 877-0200
Our Job Serial Number: 2015001580
Ref: SG13-1818
Service Fee: $137.50

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EXHIBIT 3

FILED
MAR - 1 2016
STATE BAR OF NEVADA
BY
OFFICE OF BAR COUNSEL

OBJ

LIBORIUS AGWARA, ESQ.
Nevada Bar No. 7576
4693 E. Flamingo Rd.
Las Vegas, NV 89121
(702) 385-4800 Office
(702) 385-4900 Facsimile
Respondent

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA, vs. LIBORIUS AGWARA, ESQ. Respondent.	CASE NO: SG13-1818, SG14-0100 SG14-0485, SG14-1137

OBJECTION TO SUBPOENA

Comes now, Respondent above-named, and hereby objects to, and contests, the SUBPOENA DUCES TECUM issued by the State Bar of Nevada and filed on December 17, 2015. This Objection is made pursuant to SCR 110(4) and Rule 25(d) of the State Bar of Nevada Disciplinary Rules of Procedure. Respondent objects on the followings grounds:

1. Respondent asserts his 5th amendment right against self-incrimination with respect to producing or testifying about the subpoenaed documents and records.

2. The subpoenaed documents are time-barred.

3. The State Bar is functioning as a conduit for other entities/persons to obtain documents that those entities are otherwise not entitled to under the law.

4. The State Bar is seeking documents (income tax returns), which are outside of its jurisdiction and which have nothing to do with how Respondent practices law.

AGWARA & ASSOCIATES
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 Office • (702) 385-4900 Fax

Respondent will be filing a brief in support of this Objection and will attach documentary evidence demonstrating why the subpoena should be quashed or the grievance placed in abeyance, pending the completion of Respondent's bankruptcy proceeding, a likely ongoing investigation by the U.S. Attorney's office, and an Internal Revenue Service examination.

DATED this 29th day of February 2016.

LIBORIUS AGWARA, ESQ.
Nevada Bar No. 7576
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 office
(702) 385-4900 fax
Respondent

AGWARA & ASSOCIATES
1058 E. Sahara Ave., Suite B
Las Vegas, NV 89104
(702) 385-4800 Office • (702) 385-4900 Fax

EXHIBIT 4

Schwartz
LAW FIRM

RECEIVED BY
APR 08 2014
STATE BAR OF NEVADA

Samuel A. Schwartz, Esq.*
Sean E. McClenahan, Esq. †
Bryan A. Lindsey, Esq.
Emelia L. Allen, Esq.

*Also licensed in Arizona, Florida and Illinois.
† Also licensed in California.

April 7, 2014

State Bar of Nevada
Attn: David Clark, Esq.
600 East Charleston Boulevard
Las Vegas, Nevada 89104

RECEIVED APR 09 2014

Re: Liborius I. Agwara
Nevada Bar No. 7576

Dear Mr. Clark:

We represent the above referenced attorney, Liborius I. Agwara, in a Chapter 11 bankruptcy matter pending in the United States Bankruptcy Court for the District of Nevada. The purpose of this letter is to report what may be a violation of Supreme Court Rule 78.5, specifically the keeping of proper records in relation to an attorney trust account.

During the pendency of Mr. Agwara's bankruptcy case, it was ordered that he turn over certain documents relative to his law practice trust account to his wife's counsel and the Office of the United States Trustee. Upon inspection of those records, it was discovered that Mr. Agwara may not maintain his trust account in accordance with Rule 78.5(b). Specifically, Mr. Agwara keeps no ledgers, vouchers or receipts related to his trust account funds. Mr. Agwara does, however, retain settlement and disbursement sheets in each individual client file indicating the amount of funds received for a particular client and the disbursements made on that particular file. Mr. Agwara also stated he maintains complete files in accordance with Rule 1.15(a).

In the event this letter conflicts with any attorney-client privilege, we were asked to notify the State Bar by Bankruptcy Judge Beasley during a bankruptcy hearing on April 2, 2014, of possible misconduct with Mr. Agwara's trust account. Should you have any questions with any of the above please contact either of us at (702) 385-5544.

Sincerely,

Samuel A. Schwartz, Esq.

Sean E. McClenahan, Esq.

cc: Liborius L. Agwara (via electronic mail)

6623 Las Vegas Boulevard South, Suite 300, Las Vegas, Nevada 89119
Telephone: 702.385.5544 Facsimile: 702.385.2741

EXHIBIT 5

Scott Andrew Farrow
Acting Assistant United States Trustee
State Bar # WI 1000609
scott.a.farrow@usdoj.gov

Athanasios E. Agelakopoulos, Trial Attorney
State Bar Numbers: GA 253634; DE 4491
athanasios.agelakopoulos@usdoj.gov

UNITED STATES DEPARTMENT OF JUSTICE
Office of the United States Trustee
300 Las Vegas Boulevard, So., Suite 4300
Las Vegas, Nevada 89101
Tel: (702) 388-6600 Ext. 224
Fax: (702) 388-6658

Attorneys for the United States Trustee for Region 17
TRACY HOPE DAVIS

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:	Case No. BK-S-13-17576-BTB
Liborius Ihechere Agwara	Chapter 11 Date: April 2, 2014 Time: 10:00 a.m. (PT) Place: Foley Courtroom 4 (Second Floor)
Debtor.	

DECLARATION OF D. A. CLARKE FINNERAN IN SUPPORT OF THE UNITED STATES TRUSTEE'S BRIEF IN OPPOSITION TO, AND COMMENT ON, DEBTOR'S MOTION SEEKING VOLUNTARY DISMISSAL OF HIS BANKRUPTCY CASE UNDER 11 U.S.C. § 1112(b) (ECF NO. 90) AND REQUEST FOR CONVERSION OF DEBTOR'S CHAPTER 11 BANKRUPTCY CASE TO A CASE UNDER CHAPTER 7 OF THE BANKRUPTCY CODE

I, D. A. Clarke Finneran, hereby declare the following:

1. I am over 18 years of age and am mentally competent.

2. I have personal knowledge of the facts contained in this Declaration. If called upon to testify as to the content of this Declaration, I could and would do so.

3. I am a Bankruptcy Analyst employed by the United States Department of Justice in the Las Vegas field office of the Office of the United States Trustee, and I have been so employed since January, 1990.

4. I am also a CPA and have been licensed in the State of Ohio since 1984.

5. My duties in relation to my employment with respect to Chapter 11 cases include conducting Initial Debtor Interviews (IDIs) and analyzing financial and other records provided by debtors.

6. I conducted the IDI for this case on March 4, 2014. The debtor, his counsel (Sean McClenahan), and Athanasios Agelakopoulos (the UST's Trial Attorney) participated in the IDI.

7. I also attended the continued §341 on March 6, 2014 and participated in the examination of the debtor at that meeting.

8. The debtor testified that he operates his law practice as a sole proprietorship. The debtor also testified that he did not schedule any entities that may have an interest in or claim against funds held by the debtor in the Trust Account or other entities that may have a claim against the debtor stemming from the operation of his law practice. The debtor's purported justification for omitting such entities from his schedules was that he did not consider his law practice to be in bankruptcy.

9. On February 5, 2014, the Court ordered the "Debtor to produce Trust Funds statements, receipts, disbursements, and ledgers to the U.S. Trustee and Creditor Kalechi Agwara not later then February 21, 2014, all of which are to be kept under seal, until and unless a

motion to unseal the documents is filed and agreed to by the Court, or by stipulation of the parties." [DKT #114, EOD 2/5/14].

10. On February 21, 2014, the debtor produced documents to the UST which purportedly were responsive to the Court's February 5, 2014 Order.

11. I analyzed the documents that the debtor provided on or before February 21, 2014 related to the Attorney's Client Trust Account ["Trust Account"].

12. The debtor did not provide all of the documents to the UST as directed by the Court in the February 5, 2014 Order. Specifically, the debtor did not provide copies of the ledger for the account, client ledgers reflecting the amount held in trust for each client, receipts (i.e., copies of checks deposited in the Trust Account), and the documentation for the wire transfers.

13. With respect to the Trust Account, the debtor produced copies of "Disbursement Sheets" for Personal Injury ("PI") cases, bank statements with copies of the deposit slips and cancelled checks, and check stubs (some of which have memo entries, some do not).

14. At the IDI, when asked about certain wire transfers identified on the bank statements, the debtor referred to other bank documents in his possession which he brought to the IDI. The debtor showed these documents to me but retained them in his own file without providing a copy to the UST.

15. At the March 6, 2014 §341 meeting, when the debtor was asked by a creditor about a wire transfer identified on the Trust Account bank statement, the debtor also referred to bank records in his possession at the §341 meeting. The debtor acknowledged that the

records to which he was referring was a bank document and that it related to one of the wire transfers.

16. The debtor stated that he does not maintain ledgers for the Trust Account. The debtor said that he is on the cash basis and does not have a list of accounts receivable, including amounts due him for reimbursement of expenses and attorney fees.

I declare, under penalty of perjury, that the foregoing is true and correct to the best of my knowledge and belief.

Dated: March 24, 2014

By: /s/ D.A. Clarke Finneran
D. A. Clarke Finneran
An Authorized Employee of the United States Department of Justice

EXHIBIT 6

STATE BAR OF NEVADA

600 East Charleston Blvd.
Las Vegas, NV 89104-1563
phone 702.382.2200
toll free 800.254.2797
fax 702.385.2878

9456 Double R Blvd., Ste. B
Reno, NV 89521-5977
phone 775.329.4100
fax 775.329.0522

www.nvbar.org

April 17, 2014

Regular and Certified Mail: 7013 1710 0000 7370 5185

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89104

RE: Grievance File # SG14-0485/State Bar of Nevada

Dear Mr. Agwara:

The Office of Bar Counsel has become aware of the Declaration of D.A. Clarke Finneran entered in your bankruptcy matter on or about March 26, 2014 (copy enclosed). The declaration made by Mr. Finneran alleges professional misconduct on your part. As such, a grievance file has been opened.

Supreme Court Rule 78.5 (1)(b) (Maintenance of trust funds in approved financial institutions; overdraft notification) states that a lawyer shall maintain certain records that should clearly and expressly reflect the date, amount, source, and explanation or other property of a client held in a trust account. Rule of Professional Conduct 1.15 (Safekeeping Property) also states that a lawyer shall maintain funds on behalf of a client separate from his own property in a designated trust account, and complete records of such account funds shall be kept by the lawyer.

Given the representations of Mr. Finneran, please provide a written response to this matter and explain how your failure to maintain ledgers and other appropriate accounting records does not violate the above-referenced rules.

Please also provide a copy of the following:

1. Copies of bank statements, deposits, wire transfers, and cancelled checks for your trust account for the past year;
2. A copy of the settlement disbursement statement for each deposited settlement check made into your trust account for the past year;
3. In regards to the balance in your trust account on March 31, 2014, provide accounting records that demonstrates to whom the funds belong.

Please respond in writing to this grievance within ten (10) days from the date of this letter.

Sincerely,

Phillip J. Pattee
Assistant Bar Counsel

PJP/lw
Enclosure

7013 1710 0000 7370 5185

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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Postage	$
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4/17/14 ltr

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Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89104

PS Form 3800, August 2006 — See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Liborius Agwara, Esq.
1058 E. Sahara Ave.
Las Vegas, NV 89104

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by (Printed Name) Amparo G. | C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

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APR 2 2 2014
STATE BAR OF NEVADA

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? *(Extra Fee)* ☐ Yes

2. Article Number *(Transfer from service label)* 7013 1710 0000 7370 5185

PS Form 3811, February 2004 — Domestic Return Receipt — 102595-02-M-1540

EXHIBIT 7

RECEIVED MAY 07 2014

AGWARA & ASSOCIATES
ATTORNEYS AT LAW
1058 E. SAHARA AVE., SUITE B, LAS VEGAS, NEVADA 89104
PH: (702) 385-4800 FAX: (702) 385-4900

FACSIMILE TRANSMITTAL SHEET

Date:	Tuesday, May 06, 2014
To:	Phillip J. Pattee, Esq.
Company Name:	State Bar of Nevada
Fax No:	(702) 382-8747
From:	Agwara & Associates
Number of Pages: (Including cover)	3
RE:	Grivance #: SG14-0485/State Bar of Nevada

Original __X__ will not follow ____ will follow via U.S. Mail

This communication is intended only for the use of the person(s) to which it is addressed and may contain information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone. Thank you.

AGWARA & ASSOCIATES
ATTORNEYS AT LAW
1058 E. SAHARA AVENUE
LAS VEGAS, NEVADA 89104

PH: (702) 385-4800
FAX: (702) 385-4900

LIBO AGWARA, ESQ

May 6, 2014

VIA FACSIMILE: 702-382-8747
Phillip J. Pattee, Esq.
Nevada State Bar
600 E. Charleston Blvd.
Las Vegas, NV 89104

Re: Grievance #: SG14-0485/State Bar of Nevada

Dear Mr. Pattee:

My apologies for this untimely response to your letter regarding the above-referenced grievance. I am somewhat baffled as to the nature and origin of this complaint. I wish you had waited and received preliminary information before opening a grievance file. There is a lot you should know before deciding what, if anything, you need me to explain or provide copies of.

First, how did Mr. Finneran's affidavit get to you? I think I am entitled to know that information. I also think I should receive a copy of any cover letters or accompanying documents that came with the affidavit. Second, when my bankruptcy petition was filed, I made it clear that my practice was not part of the bankruptcy. The U.S. Trustee's office, for whom Mr. Finneran works, disagrees with my position and believes I should notify all my clients. I refused and will continue to refuse, as I strongly believe that any money belonging to clients or their medical providers are not part of my bankruptcy estate. My petition was filed with my personal social security number. My practice has a separate employer identification number, which is not part of the bankruptcy. Nevada State Bank, where my trust account is located, refused the bankruptcy court's order to convert my trust account to "debtor-in-possession" account, because the EIN number was different from the petitioner's SSN. The bank, of course, was right. The trustee's office is not happy with me, as a result.

Realizing that my personal bankruptcy would create problems for my law practice, I filed a voluntary motion to dismiss the petition. My motion was denied, a rare occurrence in bankruptcy, especially considering that no creditor opposed it, except my wife, who was not a creditor, but with whom I have been involved in a nasty divorce for the last two years. She and her six (6) lawyers have tried to get me in trouble with the IRS, the Justice Department, and now your office. They have alleged, both in divorce and bankruptcy court filings, that I own a village in Africa, I carry suitcases of money on my trips to Africa, I have wired millions of dollars out of my trust account to unknown overseas accounts, I have four million dollars worth of construction going on in Nigeria, and several other bizarre allegations, all of which are false. Both the divorce and bankruptcy courts bought into these crazy allegations and, as a result, issued multiple orders. First, the divorce Judge ordered that I produce my Trust account statements and records to a CPA, chosen by my wife and her lawyers, to look for specific transactions in accordance with his order. The documents were to be kept under seal and a report prepared for the court. Neither my wife, nor her lawyers, were allowed access to my trust account statements *per the family court order. The bankruptcy court took the opposite route. Judge Beesley ordered me to turn over trust account statements and records to my wife and her lawyers. He also*

ordered my banks to respond to a wide-ranging subpoena sent by my wife's lawyers, which included producing trust account banking records going back five years. He further ordered that I appear for a debtor's exam to be taken by my wife's lawyers. At first, he ordered that all trust documents be kept under seal. I complied with all these orders. However, when it became clear that there was no evidence to support any of my wife's crazy allegations, the attention then turned to how I keep my trust account records. At that point, Judge Beesley, to my utter surprise, decided to unseal the trust account records. His reasoning: he didn't think my trust account statements, disbursement sheets, and check stubs were privileged. The disbursement sheets have my client's full names on them and a list of their medical providers, as well as how much they were paid. Although it was not my privilege to waive, Judge Beesley decided to waive it for my clients, apparently for no legitimate reasons. My wife has since been showing them to people in the Nigerian community, some of whom are my clients.

The reason I went through the trouble of narrating the above is so that you will have an idea of the context from which this complaint, as well those from my wife's attorneys, the trustee's office, and/or my bankruptcy counsel, Sam Schwartz, emanated. This would also help prevent duplicative complaints on the same issue, as well as keep you and the State Bar from getting unknowingly drawn into a nasty divorce case between my wife and I.

Regarding the substance of the complaint, I am not aware of a professional rule that requires me to keep a ledger. I do not even know what a ledger is. The fact that Mr. Finneran does not like my accounting method does not necessarily mean I engaged in professional misconduct. I offered to show him how he could easily balance the account for each client, but he refused. He wanted me to do it his way. It was quite clear that neither Mr. Finneran, the trustee, and Judge Beesley, nor attorneys for me and my wife, had ever been involved in a bankruptcy case, specifically Chapter 11, filed by an attorney with a specialty in personal injury, whose practice was organized as a sole proprietor, and who was mired in a nasty divorce case with his wife. This ignorance gave rise to multiple and layered assumptions and conjectures. which in turn resulted in wrong legal opinions, violations of my constitutional rights, and decisions that have irreparably prejudiced my divorce case, as well as harmed my law practice.

The Trial in my divorce case is scheduled to start on May 15, 2014. If it gets continued again (4th time the wife and her lawyers would have asked for a continuance), please understand that I may be requesting that you stay the grievance pending the outcome of the divorce.

Thanks for your professional courtesies.

Truly yours,

Liborius Agwara, JD, Ph.D.
Attorney at law

EXHIBIT 8

Honorable Bruce T. Beesley
United States Bankruptcy Judge

Entered on Docket
July 23, 2014

Jacob L. Houmand, Esq. (NV Bar No. 12781)
Email: jhoumand@nelsonhoumand.com
NELSON & HOUMAND, P.C.
3900 Paradise Road; Suite U
Las Vegas, Nevada 89169-0903
Telephone: 702/720-3370
Facsimile: 702/720-3371

[Proposed] Attorneys for Victoria L. Nelson, Chapter 7 Trustee

NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U
Las Vegas, Nevada 89169
Telephone: (702) 720-3370
Facsimile: (702) 720-3371

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re: LIBORIUS IHECHERE AGWARA, Debtor.	Case No. BK-S-13-17576-BTB Chapter 7 **ORDER APPROVING STIPULATION TO FREEZE IOLTA BANK ACCOUNT PENDING INVESTIGATION BY TRUSTEE** Date of Hearing: N/A Time of Hearing: N/A Judge: Honorable Bruce T. Beesley

The Court having reviewed and considered the Stipulation to Freeze IOLTA Bank Account Pending Investigation BY Trustee (the "Stipulation") filed by the parties thereto, and good cause appearing therefore,

IT IS HEREBY ORDERED that the Stipulation is **APPROVED**; and

. . .

IT IS FURTHER ORDERED that the Debtor's IOLTA Bank Account held at Nevada State Bank (the "Account") shall be frozen and the proceeds currently retained in the Account shall be frozen (excepting any checks which have previously been issued but have not yet cleared the Account) until 5:00 p.m. on September 30, 2014, to allow the Trustee to conduct an investigation as to the use and utilization of the funds in the Account.

IT IS FURTHER STIPULATED AND AGREED that until 5:00 p.m. on September 30, 2014, no funds shall be paid out of the Account nor any deposits made into the Account without the Trustee's inspection and approval.

IT IS FURTHER STIPULATED AND AGREED that the Stipulation is without prejudice to any of the parties requesting a further extension of time to review the Account from the Court for cause shown.

IT IS SO ORDERED.

Prepared and Submitted By:

NELSON & HOUMAND, P.C.

/s/ Jacob L. Houmand

Jacob L. Houmand, Esq. (NV Bar No. 12781)
3900 Paradise Road; Suite U
Las Vegas, Nevada 89169-0903
Telephone: 702/720-3370
Facsimile: 702/720-3371

[Proposed] Attorneys for Victoria L. Nelson, Chapter 7 Trustee

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NELSON & HOUMAND, P.C.
3900 Paradise Road, Suite U
Las Vegas, Nevada 89169
Telephone: (702) 720-3370
Facsimile: (702) 720-3371

EXHIBIT 9

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEVADA
300 BOOTH STREET
RENO, NEVADA 89509

CHAMBERS OF
BRUCE T. BEESLEY
JUDGE

TELEPHONE (775) 326-2120

July 21, 2014

David Clark, Esq.
Office of Bar Counsel
State Bar of Nevada
600 East Charleston Blvd.
Las Vegas, NV 89104

RECEIVED JUL 24 2014

Re: Attorney Misconduct
In re: Liborius Ihechere Agwara,
U. S. Bankruptcy Court, 13-17576-btb

Dear Mr. Clark:

I refer the following matter to you involving Nevada licensed attorney Liborius Ihechere Agwara's mismanagement of his client funds, and both the commingling of his personal funds and lack of adequate accounting concerning his client trust account. This referral is appropriate pursuant to Rule 8.3 of the Nevada Rules of Professional Conduct, which states "[a] lawyer who knows that another lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to that lawyer's honesty, trustworthiness or fitness as a lawyer in other respects, shall inform the appropriate professional authority."

On April 2, 2014, a hearing was conducted before me in the United States Bankruptcy Court, District of Nevada. At this hearing, sworn testimony was given by Mr. Agwara. During the course of his testimony, Mr. Agwara discussed several aspects relating to the management of his law practice that brings to light multiple instances of potential ethical violations in contravention of both the Nevada Rules of Professional Conduct and the Supreme Court Rules.

As you know, under the Nevada Rules of Professional Conduct an attorney is required to follow specific guidelines with respect to managing his or her client's funds and their client trust account. Specifically, "[a] lawyer shall hold funds . . . separate from the lawyer's own property." *See* RPC 1.15(a). "Complete records of such account funds and other property shall be kept by the lawyer." *Id.* Additionally, [u]pon receiving funds or other property in which a client . . . has an interest, a lawyer shall promptly notify the client..." *See* RPC 1.15(d).

Likewise, the Supreme Court Rules provide that "[e]very lawyer . . . shall maintain and preserve . . . records of the accounts, including checkbooks, cancelled checks, check stubs,

vouchers, ledgers, journals, closing statements, accountings or other statements of disbursements rendered to clients or other parties with regard to trust funds or similar equivalent records clearly and expressly reflecting the date, amount, source, and explanation for all receipts, withdrawals, deliveries and disbursements of the funds..." *See* SCR 78.5(1)(b).

Mr. Agwara admitted that he does not implement a reliable or identifiable system of accounting for his client trust account. In describing multiple transactions linked to his client trust account, it is clear that Mr. Agwara would utilize this account as his personal account for private use completely unrelated to his practice of law or his actual clients. Moreover, Mr. Agwara cannot identify which clients that the funds in his client trust account actually correspond to. On multiple occasions, Mr. Agwara would make wire transfers out of his client trust account, consisting of thousands of dollars, to individuals in Nigeria whereupon he would receive the equivalent sum of money in Nigerian currency – Nairas. Upon examination into the details of which client the money stemmed from as "fees," Mr. Agwara was unable to provide satisfactory specificity. The accounting "system" that Mr. Agwara attempted to describe is suspect at best, and warrants further examination by the Nevada Bar.

Attached to this letter, please find a copy of the transcript from the afternoon portion of the April 2, 2014 hearing, of which certain portions are highlighted, mainly found between pages 32-72, to indicate specific instances of Mr. Agwara's misconduct.

Based on the foregoing evidence, this court requests that the Office of Bar Counsel further investigate and potentially implement appropriate disciplinary measures against Mr. Agwara for his violations of the aforementioned professional rules of conduct.

Sincerely,

Bruce T. Beesley
United States Bankruptcy Judge

BTB/rhm
Enclosure
cc: Daniel G. Bogden, Esq.
U.S. Attorney

R.S. PAGE068

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

LAS VEGAS, NEVADA

In re: LIBORIUS IHECHERE AGWARA,	}	E-Filed: 06/09/14
Debtor.	}	Case No. BK-S-13-17576-BTB
	}	Chapter 11

TRANSCRIPT OF PROCEEDINGS
OF
HEARING RE: MOTIONS
VOLUME 2
P.M. SESSION
BEFORE THE HONORABLE BRUCE T. BEESLEY
UNITED STATES BANKRUPTCY JUDGE

Wednesday, April 2, 2014

10:00 a.m.

Court Recorders: Patricia Lilly and Helen C. Smith

Proceedings recorded by electronic sound recording; transcript produced by transcription service.

APPEARANCES:

SAMUEL SCHWARTZ, ESQ.

SEAN McCLENAHAN, ESQ.

A.J. KUNG, ESQ.

ATHANASIOS AGELAKOPOULOS, ESQ.

SUZANNE FITTS, ESQ.

Also Present:

LIBORIUS IHECHERE AGWARA

KELECHI AGWARA

TRACY HOPE DAVIS

CLARKE FINNERAN, ESQ.

I N D E X

Witness	Direct	Cross	Red.	Rec.	Voir Dire
LIBORIUS IHECHERE AGWARA					
(By Mr. Schwartz)			127		
(By Ms. Kung)		5 (Cont.)			
(By Mr. Agelakopoulos)		93		137	
D.A. CLARKE FINNERAN					
(By Mr. Schwartz)		149			
(By Ms. Kung)			153		

(Court reconvened at 01:10:41 p.m.)

THE CLERK: Bankruptcy court is back in session.

(Colloquy not on the record.)

THE COURT: Good afternoon, please be seated.

(Colloquy not on the record.)

THE COURT: Mr. Agwara, you're still under oath.

Thereupon --

LIBORIUS IHECHERE AGWARA

was recalled as a witness, and having been previously duly sworn, testified as follows:

THE COURT: Please proceed.

MS. KUNG: Thank you, your Honor. If the pleases the Court, I just wanted to give you a little lay of the land, so that you kind of know what we're going to do.

THE COURT: Sure

MS. KUNG: I'm going to go ahead and finish up with this monthly operating report. I'm not going to delve into the other two because I believe the Court has a fair gist of what my arguments are and the same stand for all the operating reports.

After that, I'm going to provide by way of exhibit another copy of our supplement to our motion -- opposition to motion to dismiss.

I'm going to ask that we use that as evidence because of the exhibits attached. It was far too cumbersome to try and

5

recreate those exhibits, is I brought copies of just the supplement, so that we'll be using those and relabeling those, and then I'm going to finish by going through a few more inaccuracies in the petition.

THE COURT: Okay.

MS. KUNG: So I anticipate that will take about an hour. I also wanted to clarify for the Court that we did receive the E-mail. I apologize. We did receive an E-mail from counsel's paralegal dated February 21st with trust-account statements through January 31st of 2014.

THE COURT: Okay. And do those show the decrease in the value by about $200,000?

MS. KUNG: Only 100,000, so the last statement I have which will also have as an exhibit -- and I brought copies here -- the ending balance was 303,682.98, so the additional $100,000 increase must have been in February which we have not yet seen that statement.

THE COURT: You should inquire of this witness what happened to it.

MS. KUNG: Absolutely, your Honor.

THE COURT: Thank you.

MS. KUNG: Thank you.

THE COURT: So go ahead.

MS. KUNG: Okay.

CROSS-EXAMINATION (Cont.)

6

BY MS. KUNG:

Q. Oh, Mr. Agwara, we're still looking at your monthly operating report that was for the month of December which is Exhibit 1 to these proceedings, and I think we were talking about what the miscellaneous expenses were for $8,166.

We've already gone through your personal expenses of 2,657, so I'd like you to concentrate just what's in this line item for 8,166.

THE WITNESS: The Court's indulgence. Now, the -- before I give you what I have here, I -- I don't know what was put in that category, okay, but I did fill out the form similar to what you have, and then they used it to create the -- the report. But if you'll look at the bank-account statement for that month -- h'mm, let see. We're talking about December, right?

BY MS. KUNG:

Q. We are on December. Correct.

A. Starting from December the 2nd, you're going to see entries such as DISH Network which -- excuse me.

THE COURT: Point us to the ones you're talking about by date, please.

THE WITNESS: Oh, page 6 of 9, your Honor.

THE COURT: Okay. By the check date, however, is what I'm talking about.

THE WITNESS: Oh, I'm sorry. I didn't understand

7

that.

THE COURT: Well, you had referred to something as the Dish Network. There's about 20 entries or 30 entries on this page.

THE WITNESS: All right.

THE COURT: So refer to the date --

THE WITNESS: Oh, okay.

THE COURT: -- where it says to the left 12 slash 2.

THE WITNESS: Yes, your Honor.

THE COURT: Refer to those dates.

THE WITNESS: December 2nd, 12/02, that's auto DISH pay. That's for the TV --

THE COURT: Hold on.

THE WITNESS: -- in the office.

THE COURT: Okay

THE WITNESS: Okay. The following there, that's AMC Town Square. That looks like lunch.

BY MS. KUNG:

Q. AMC's a movie theater. Was it a movie?

A. Probably.

Q. Okay.

A. There's another AMC there for $18. It's probably for popcorn and --

Q. Okay. Go --

A. Main Street Station, that would be lunch.

8

Q. Why would these amounts be under miscellaneous as opposed to personal? I would think a movie would be a personal under your miscellaneous category for $2,65? for personal.

A. And it --

Q. Would it not?

A Is probably is, but what I'm trying to do here is identify -- let me do this. Can I -- if you want me to separate business from personal, okay, because everything goes through the account, okay, let me -- let me -- just stay with me here.

Q. The --

A. On December 10th --

Q. -- concern I have, Mr. Agwara, is $4,000 more than what was paid out of the account was paid out according to your disbursement sheet, right, and I think we established that was money that you received in the rents that you paid some bills in cash.

A. That --

Q. Right?

A. That's correct.

Q. And I'm on-board with that. What I'm trying to get to is of this $8,166 what was it for. I can't dispute any amounts that you spent if I don't know what they are.

A. Okay.

Q. And so it may not be accounted for in your bank statements

since there's $4,000 worth of cash that you used on stuff that I don't know what you used it on. Does that make sense?
A. No, it doesn't. The -- the -- we're not discussing cash here. Okay? The miscellaneous --
Q. Well --
A. -- you are talking about, if it's business expense, it will be reflected in the bank statement.
Q. Okay.
A. And the reason I'm holding this up is this is what I --
THE COURT: What is this? Well, let's make a copy for everybody
MS. KUNG: Everybody has a copy --
THE WITNESS: That's (indiscernible) --
MS. KUNG: -- your Honor.
THE WITNESS: -- your Honor.
MS. KUNG: This was a document presented by counsel --
THE COURT: Oh, I have one, too. Sorry. Thank you.
MS. KUNG: -- that we have not yet moved into exhibit. I believe he was going to do that on his direct. This was a sample worksheet I understand that he provides to his client.
THE WITNESS: But let --
MS. KUNG: The reason I don't --

THE WITNESS: Let me tell you --
MS. KUNG: It's not relevant --
THE WITNESS: -- what it is, please.
MS. KUNG: -- at this point in time to my line of questioning --
THE COURT: Okay.
MS. KUNG: -- since it's for the month of February.
THE COURT: Answer her questions.
MS. KUNG: Okay.
BY MS. KUNG:
Q. So, Mr. Agwara, I understand the worksheet that you did. Your counsel explained that to me, and it's done in the ordinary course. I understand that, but what I'm asking you here for today is you own a law practice. You've been running that for several years. It's a sole proprietorship. You alone signed checks for the business, so I'm asking you when you provided information to your attorney that ended up in a line item of $8,166 as miscellaneous expenses what that was for. You don't have to tell me every single dollar, but you can give me the categories of it would have been for.
A. I --
Q. So --
A. I understand, ma'am, but -- and -- and I was trying to do that from the operating account, okay, but, also, let me profess my answer by saying the -- the -- whatever was

collapsed in that category that came out to 8,000 something --
Q. Um-h'm.
A. -- because I don't have this form that I filled out I don't know what they included in that 8,000. Okay? Now, let me --
Q. But all we're --
A. Let --
Q. Um-h'm.
A. I'm sorry. Go ahead.
Q. I'll represent to you on your form here almost everything else is accounted for. On the form that we're --
MS. KUNG: I'll guess we'll move this into an exhibit as Exhibit 3?
MR. SCHWARTZ: Sure.
BY MS. KUNG:
Q. Exhibit 3, the items listed on here are utilities which is on your monthly operating report which is taxes which is on your operating report, your HOA dues which is already on your operating report. Insurance, I did not see a line item --
A. That --
Q. -- for that.
A. Because it's not, and I'm sure it's included in the miscellaneous. That's what I'm trying to tell you.
Q. Okay.
A. If I had the one --
Q. Which is fine, so we'll say miscellaneous is insurance, and

then you also have court filing fees which we can assume is miscellaneous, right? Personal, there's a line item for personal on the monthly operating report. Grocery, I am assuming that you already said that that was in personal, right?
A. That's correct.
Q. Entertainment, I'm assuming that's in personal, correct?
A. Well, that depends. If I take some chiropractors out, so I can generate business, that would not be personal.
Q. Then that would be in the miscellaneous.
A. Yes
Q. Okay. And then staff salary.
A. That's correct.
Q. Correct?
A. That's correct.
Q. Okay.
A. But --
Q. So for the record, then it would be your testimony -- and, well, staff salary is accounted for on your monthly operating report as salaries and commissions less employee withholding, so that would not be in there, correct?
A. That's correct. But --
Q. So what I'm left with by looking at the worksheet marked as Exhibit 3 to these proceedings is that your miscellaneous line item is comprised of potentially insurance and court filing

fees and, perhaps, some meals for business related.
A. Ma'am, you look at -- first of all, the worksheet -- this is for February 2014. If I had this for 2013, December, you I would explain every single thing that you're talking about.
Q. Did the January monthly operating report worksheet have categories that were different than this or was this a standardized form with the same categories every month?
A. No. What happens is -- say, for example, if the way that my insurance is paid, okay, I pay three months at a time, Okay? The -- the property-insurance policies, I pay them twice a year. If they become due in January, what you're going to see is a higher bill that I'm paying than what would that -- what I would pay out say in March, so that's why it's important that I have what I filled out. That's what I'm trying --
THE COURT: Well --
THE WITNESS: -- to tell you.
THE COURT: -- why don't you have it?
THE WITNESS: I'm sorry, your Honor?
THE COURT: Why don't you have it?
THE WITNESS: Well, counsel was trying to get our -- this office to at least E-mail it, so that we can all have it. The only one I found because I had to run to my office was this most recent one, the February one.
BY MS. KUNG:
Q. Because I have the same questions for every monthly

operating report, I think what I will do is just simply reference the February operating report which is in line with this worksheet, and we can address the same issues --
A. That --
Q. -- because --
A. That's fine.
Q. -- they are (indiscernible).
A. Let's do that.
Q. So the February monthly operating report which does not have a docket number stamped --
MS. KUNG: I apologize. I believe everybody has a copy of that.
THE COURT: That will be Exhibit 4 dated 02/28/14, the month ending 02/28/14; is that correct?
THE WITNESS: I have it, your Honor.
MS. KUNG: It is, your Honor.
Thank you.
THE COURT: Do you want to admit your other three exhibits?
MR. SCHWARTZ: No --
MS. KUNG: The other --
MR. SCHWARTZ: No objection.
THE COURT: Admitted.
(Creditor's Exhibit Nos. 1, 2, 3, and 4 were admitted into evidence.)

MS. KUNG: Thank you, your Honor.
That was our three monthly operating reports?
MR. SCHWARTZ: I think I --
MS. KUNG: And then Mr. Schwartz' document.
THE COURT: Well, one --
MS. KUNG: Correct.
THE COURT: We'll mark the other one as 5, so --
MS. KUNG: Okay.
MR. SCHWARTZ: Well, I believe Exhibit 1 where we said at the moment is the first December report. Exhibit 2 is the Trustee's Docket 20 --
MS. KUNG: That (indiscernible).
MR. SCHWARTZ: -- which is the petition.
THE COURT: Right.
MR. SCHWARTZ: Exhibit 3 then is the worksheet, and 4 will be the February monthly operating reports.
MS. KUNG: Right.
THE CLERK: Yes.
MS. KUNG: Thank you.
THE COURT: And 5 out of order is the January one.
(Colloquy not on the record.)
THE CLERK: Yes, your Honor.
MS. KUNG: Okay
(Colloquy not on the record.)
MS. KUNG: Okay.

BY MS. KUNG:
Q. So, Mr. Agwara, if you take a look at Exhibit 4 which is the monthly operating report ending February 28th, 2014. And if you'll turn to the fourth page on that, you'll see a sheet similar to the one that we were just discussing.
A. Yes.
Q. Okay. So now that you have your worksheet in front of you, can you please tell me what the line item on this one. The line item amount is $,377. Can you tell me. From personal on line 33, can you tell me what that amount is comprised of.
A. That would include the child-support payment --
Q. Is --
A. -- the --
Q. Is that on your sheet here?
A. Excuse me?
Q. The child-support payment for $1,040, is that on the monthly operating report worksheet as Exhibit 4?
A. I -- I don't know, what you asked me what the personal expenses are, and I'm telling you.
THE COURT: Well, I think she asked you to show on Exhibit 3 what they were, so answer that part first.
THE WITNESS: No. But what would I attach that I -- I'm -- I'm confused.
BY MS. KUNG:
Q. Well, you testified earlier that your recollection of what

is on the monthly operating report is based upon the worksheet provided to you by your counsel, so we shifted to the February one since you have the worksheet for the February one, and nowhere on here do I see a support payment for 1,040. So when you were telling me that that is a number that has appeared onto your monthly operating report by virtue of the worksheet, I'm just confused as to where that is addressed in your worksheet.

A. It -- it's not. It's part of the -- excuse me. That would be part of the personal over here, but it's not here.

Q. Okay. So this monthly operating worksheet that's provided to you by your counsel, does that only address business and not personal?

A. That's correct.

Q But then when we had things that say line item personal for 9592 or grocery or entertainment are those not considered personal?

A. They are.

Q. Okay. So then I'm confused once again. Does this worksheet incorporate personal or not incorporate personal?

A. It does, but not all of it, and there's not enough category here as you can see.

Q. Okay. So when that happens, do you write someplace else so your counsel knows that there's another $1,040 that you're paying that's not accounted for on their worksheet?

A. I'm sure you they do because that -- this is a recurring expense every month, the $1,040.

Q. Okay. And that's the payment you made not pursuant to any court order, but just because it's the right thing to do, correct?

A. Yes.

Q. Okay. So that's included in your personal --

A. Yes.

Q. -- for the month of February?

A. That -- that would be personal, yes.

Q. Okay. All right. So that leaves us about 4,300 and change.

A. Okay.

Q. What would the rest of that 4,300 and change --

A. The automobile, the gas.

Q. Okay. And those also are not on your worksheet, correct?

A. That's correct.

MS. KUNG: Okay.

(Colloquy not on the record.)

BY MS. KUNG:

Q. Automobile, you're meaning your Bentley payment or what do you mean by automobile? You said automobile --

A. No, no, no.

Q. -- and gas.

A. You're buying -- buying gasoline.

Q. Okay. So you're talking about gas only?

A. Yes.

Q And that was between 6- and 800 a month?

A. That's correct.

Q. Okay.

A. The cell-phone bill --

Q. And what's an approximate value of that for the month of February?

A. It's -- it's -- it's the same thing every month. It's $43.

Q. Okay. Is your automobile insurance and your personal insurance included in that line item?

A. No.

Q. Okay.

A. Yeah. Several -- if you'll look at the --

THE COURT: There's no question pending, sir.

THE WITNESS: I'm sorry.

Go ahead.

BY MS. KUNG:

Q. No. I believe he was still trying to find the details of the remaining missing 3,800 and change ballpark

A. That's correct

Q. He's accounted 4,040 plus 6- to 800 in gas, plus $43 for a cell phone out of the $5,377 line item for personal expenses.

A. Okay. If you go down, there's a Walmart expense for 115.61.

Q. Okay. Now, are we looking at your worksheet or are we looking at your bank statement?

A. Bank statement.

Q. Okay.

A. That's how I can tell a lot of these.

Q. Okay. So you're saying some purchases at Walmart, and how much was your total purchases for Walmart for the month of February?

A. I don't know, but I'm going line by line. That -- that one line is $115.61.

THE COURT: Okay. And what is the date of that?

THE WITNESS: Your Honor, this is 02/06. And on 02/07, there's 289.54. That's a repair to the car, to the Bentley.

BY MS. KUNG:

Q. So you provide your counsel with a separate worksheet for any other expenses when you prepare --

A. No.

Q. Okay. So this monthly operating report document is the only document you prepared for your counsel in preparation of preparing the MOR that is filed with the court, correct?

A. Yes.

Q. Okay. So all these other expenses that you were addressing here are nowhere on this worksheet, correct?

A. No.

Q. So how would that information be provided to your attorney to incorporate onto your monthly operating report filed with the court?
A. I would round -- I would round it up as other.
Q. But there's no -- okay. So, I mean, there's a category here that says other. But above it, it says staff salary which matches your monthly operating report for salaries/commissions, so I don't see any other category that says other that itemizes any of these expenses that you're now bringing up to me with regards to gas, automobile, repairs --
A. Well, they --
Q. -- support payments.
A. They all will be a total of the same thing, Counsel, because the way I prepare it is is I go through the same statement that I'm going through, and I identify what I consider personal and what I consider a business. And -- and like I said, I -- so I don't know exactly what they collapsed as personal and -- and came up with 5,000.
Q. Okay.
A. But when I go through this, what I do is identify expenses that I think are personal and the ones I think are business related. Okay? Most of the lunches are going to be business related. Now, when they collapsed them, they may have put them as personal.
Q. Okay. Let's talk a little bit about the firm income for

the month of February. I see that there were three deposits, one on February 13th for $11,886, one on February 25th for $300, and one on February 27th for $19,662. Do you see those?
A. Yes.
Q. Okay. Am I correct in assuming that the 11,886 and the 19,662 were transfers from the trust account?
A. Yes.
Q. Okay. And the 3 --
A. They -- they weren't transfers. They were checks written to my office that -- for money that was earned.
Q. Okay. And then so those were disbursements that were made in February, correct?
A. That's correct.
Q. So that the cases were complete. The clients came in to be paid. You issued payments, correct?
A. Yes.
Q. Okay. And then there was a $300 deposit. Was that from a client?
A. No. That was a check.
Q. Okay. And what was that a check for?
A. It was a check for some mortgage settlement that was sent to me that was (indiscernible) class action. And for anyone that had a mortgage with Bank of America, they got a check.
Q. Okay. So that was not client related, correct?
A. No.

Q. Okay. So am I to assume, then, that you had no other clients pay you any flat fees or any amounts that you would have deposited into your business account? You had no other income for the month of February.
A. No.
Q. Okay. When I took your 2004 exam, did you testify that in February you took in about $2,000 in cash?
A. I think that would be March, not February.
Q. I'm almost positive --
A. That --
Q. -- it was February.
A. That would be early March.
MS. KUNG: Will you check the depo for the dates? Okay.
BY MS. KUNG:
Q. So did you take in any cash clients or any amounts of cash or other money in the month of February?
A. In the 2,000 --
Q. Correct.
A. -- I mean, that we're talking about whether it's --
Q. Correct.
A. -- February or March. No.
Q. Okay. And you worked the full month of February?
A. Yes.
Q. Okay. Did you have any new clients come and retain you?

A. As I sit here, I don't recall because, usually, there will be accident clients, and those do not come in and pay as a retainer.
Q. Okay. When I took your 2004 exam, you advised me that you also did immigration and some criminal law, correct?
A. That's correct.
Q. And I believe you advised me that they were typically flat-fee clients that paid cash, correct?
A. The criminals, yes.
Q. Okay And I believe you testified that you believe that that flat fee was nonrefundable and immediately earned once paid, correct?
A. No. I said it -- it's earned as soon as we put in the first minute of work.
Q. Okay. But the entire flat fee, correct?
A. Yes. That's my belief, yes.
Q. And then I believe your position was because it was earned the minute you put in the first minute of work that that money did not need to go into your trust account That you would rather just hold it and spend it, correct?
A. That's my belief, yes. That's -- that was what I testified to.
Q. Okay And were there any of those that were flat-fee cash client paying clients for February?
A. Other than the 2,000, then that -- whether that was

February or March, that's the only money.
Q. Okay. What about in January or December of the previous year?
A. No.
Q. Okay. So you didn't take in any cash clients for December of 2013 or January
THE COURT: Pardon me.
MS. KUNG: Bless you, your Honor.
BY MS. KUNG:
Q. -- or January of 2014, correct?
A. No.
Q. Okay. But had you, you would have just kept the money, correct?
A. If -- as soon as we earned it, yeah. If we didn't earn it, I would have to put it in a trust.
Q. Okay. Did you ever deposit any of those in trust?
A. What do you mean ever?
Q. Within the last five years, have you deposited any flat fee for immigration or criminal in trust?
A. As -- as I sit here, I don't recall, but it's possible that I had.
Q. Okay. What I'm going to ask you to take a look at now --
MS. KUNG: May I approach, your Honor?
THE COURT: Yes, you may.
MS. KUNG: This is going to be --

THE COURT: Have you shown it to opposing counsel?
MS. KUNG: Do you have a copy of the supplement? You should have it. It's our supplement that was filed.
MR. SCHWARTZ: I do, but do you have a copy of what you want to use for today (indiscernible)?
MS. KUNG: Yeah. But I'd like to give to them --
MR. SCHWARTZ: Oh.
MS. KUNG: -- since you didn't have time to --
MR. SCHWARTZ: Oh, (indiscernible).
MS. KUNG: -- (indiscernible).
MR. SCHWARTZ: Yeah. If that's related, yeah, absolutely.
THE COURT: We're good at copies if you need copies made.
MS. KUNG: They were voluminous, so we hit copy as fast as we could on our lunch break (indiscernible) able to do, so I believe since this is part of the motion being argued here today counsel has a copy I believe.
MR. SCHWARTZ: I'm not going to tell you that I know that it's the same --
THE COURT: Let's just --
MR. SCHWARTZ: -- as the copy --
THE COURT: Let's just make --
MR. SCHWARTZ: -- presented.
THE COURT: -- a copy.

MR. SCHWARTZ: But --
MS. KUNG: Okay. (Indiscernible).
MR. SCHWARTZ: Well, your Honor --
THE COURT: Like how many do we need?
MS. KUNG: Two
MR. SCHWARTZ: I'll work off what I have, your Honor --
THE COURT: Okay.
MR. SCHWARTZ: -- I mean, on that part. We don't need to -- we can save some trees if we can.
THE COURT: Sure.
MR. SCHWARTZ: And I'm happy to try to work off of what I have.
MS. KUNG: It's Docket 151.
(Colloquy not on the record.)
MS. KUNG: Here's (indiscernible) page (indiscernible).
THE CLERK: Okay. Are we going to make this an exhibit?
THE COURT: Yeah.
MS. KUNG: Yes. This will be Exhibit 6 I believe.
MR. SCHWARTZ: Yes.
THE CLERK: Let me do that.
MS. KUNG: (Indiscernible) provide a copy (indiscernible), too.

MR. SCHWARTZ: No. I'll go through this. I just don't know if yours is the same as mine, but (indiscernible) right here.
MS. KUNG: Yeah. The total pages with the exhibits.
MR. SCHWARTZ: If my copy's wrong, I'll mark (indiscernible).
MS. KUNG: Okay.
(Colloquy not on the record.)
BY MS. KUNG:
Q. And, Mr. Agwara, I'd like you to just start with Exhibit A which is on page 14.
THE COURT: This is Exhibit A through Exhibit 6?
MS. KUNG: Correct. And I apologize because these copies were enlarged. They're difficult to read.
THE COURT: It's the something collection; is that correct?
MS. KUNG: The Tuscany collection.
THE COURT: Tuscany?
MS. KUNG: Correct, your Honor.
BY MS. KUNG:
Q. Check No. 3029 for $17,072.13. Okay. Mr. Agwara --
THE COURT: And what's the date, 07, something, '13?
MS. KUNG: It looks like 07/05/13.
BY MS. KUNG:
Q. Mr. Agwara, have you seen this check before?

A. Yes.
Q. Okay. We discussed this at your 2004 exam, correct?
A Yes.
Q. And this was to the Tuscany collection, correct?
A. That -- yes.
Q. Okay. And this was for improvements on your -- is it your condominium or your residence?
A No. This was for --
Q. Highview (phonetic), right?
A. First of all, the check was written on behalf of Townco Construction which was a client. That -- they were doing work. Townco was the --
Q. Okay.
A. -- the general contractor.
Q. Let me clarify this. Townco was not actually a client of yours, was it?
A. Yes, it was.
Q. He was?
A. Yes.
Q. In what capacity were you his attorney?
A. Well, there -- there were --
Q. Did you -- let me strike that question. Was Townco a contractor that you had hired to do work?
A. Yes.
Q. Okay. So does that refresh your recollection as to whether

or not Townco was, in fact, a client of yours?
A. Townco was a client.
Q. Okay.
A. But --
Q. Unrelated to this, correct?
A. Okay.
Q. So
A. Yes.
Q. So to bring the Court up to speed, back in 2013, you had some flood damage to your condominium?
A. No. To the --
Q. Your home.
A. -- property, the home, located at 1641 City View.
Q. Okay. And because of that, you received roughly 90- to $97,000 in insurance proceeds, correct?
A. That's correct.
Q. Okay. And you deposited that into your trust account, correct?
A. No. We -- I -- we signed a joint statement, me and your client, for State Farm to make the check out directly to the general contractor which was Townco.
Q. Mr. Agwara, let me - and I understand that you have a lot of information that you want to provide, and your attorney will be able to come in and allow you to do that. But so that my record is clear, I'm going to ask you to please answer my

question. Okay?
A. Okay.
Q. And we've gone over a lot of this before. So if I stop you, it's because I'm surprised that your answer is not the same as we had discussed previously. To refresh your recollection, my understanding is you did get that check. There was some reissue, all that, whatever, but that the ultimate check for roughly $90,000 went into your client trust account, correct?
A. That's correct.
Q. Okay. And that was not pursuant to any client, but you did that for safekeeping of your own volition, correct?
A. It was (indiscernible) request by Townco because - and I don't want you to say I'm not answering your question. I'm trying to.
Q Okay. My question is just but it wasn't pursuant to any client, right?
MR. SCHWARTZ: And if I may, your Honor, I would like to lodge an objection. I'm trying to not object because we started a little bit more with cross than the direct, but I think counsel could certainly lay some foundation for these questions. She's testifying, basically, of what happened and then asking the witness is that right, and he's trying to explain it, and she's saying --
THE COURT: Sustained.

MR. SCHWARTZ: Right.
THE COURT: Lay a foundation for what's going on.
MS. KUNG: Okay.
BY MS. KUNG:
Q. Did you receive a check for roughly $90,000 from your insurance company for water damage to the City View property?
A. A check was issued. I didn't receive it. It was brought to me by Townco.
Q. Okay. So when Townco delivered it to you, you received it, correct?
A. That's correct.
Q. Okay What did you do with that check?
A. It was deposited in the trust account.
MS. KUNG: Okay.
THE COURT: Let me stop you here. Who was the check made out to?
THE WITNESS: It was made out to Townco.
BY MS. KUNG:
Q Were you a payee on the check?
A. No.
Q. Okay. And you deposited that check into your client trust account, correct?
A. That's correct.
Q. Okay. But it was not pursuant to any client matter with the firm, correct?

A. With the firm, no.
Q. Okay. So this was a personal transaction for you, correct?
A. Receiving and depositing the check wasn't a personal transaction. The work that subcontractors did, okay --
Q. If you were to have kept a client ledger where you track client amount of money in trust, for that $90,000 you deposited, what would you have put in the client name?
A. Townco.
Q. But did Townco have a fee agreement with you regarding this 90,000?
A. No.
Q. Okay. And Townco was only involved in its capacity as a general contractor retained by you personally to repair your personal property at City View, correct?
A. Correct.
Q. Okay. Now, this check for the Tuscany collection for $17,072.12, this was paid out of your trust account, correct?
A. Yes.
Q. And it was a personal expense for the repair, correct?
A. It was for the repair on our house, yes.
Q. Okay. And it's my understanding that this came from the $90,000 deposited, correct?
A. That's correct.
Q. Okay. The next check is check No. 3021. This is made out to Risin Run, Inc. (phonetic), and it was for $6,000. Do you

see that?
A. Yes.
Q. Okay. And was this also for personal repairs to your property at City --
A. It -- it -- yes.
Q. Okay. And it also came out the client trust account, correct?
A. Yes.
Q. Okay. The next check in line is for $25,000, check No. 3020 -- do you see that --
A. I do see that.
Q. -- also to Risin Run, Inc., correct --
A. Correct.
Q. -- also for cabinets for your City View property, correct?
A. Yes.
Q. Okay. The next one is for $7,500 to Tommy Townsend (phonetic). Do you see that?
A. Yes.
Q. Okay. And that was also out of the client trust account, correct?
A. That's correct.
Q. And this was also a personal expense, correct?
A. Well, to the extent that, yeah, for work done on our house, yes.
Q. Okay. The next document I have is a bank statement that is

your (indiscernible) trust account, statement date May 31st, 2012. Do you see that?
A. Yes.
Q. Okay. Now, there were two wire transfers out about two-thirds of the page down under item 3, charges and debits. The first one on 05/17 was for $22,319.03 to BSF Wexel & Dixon (phonetic). Do you see that?
A. Yes.
Q. What was that transfer for?
A. This was a purchase of property in Atlanta, the closing.
Q. Okay. So this was pursuant to a purchase for a client?
A. No. It was for us.
Q. This was your own personal purchase --
A. Yes.
Q. -- of one of the properties in Atlanta?
A. Correct.
Q. Okay. This $22,319.03, I didn't see it transferred into your account, so the question for you is where did you get this? Whose 22,000 in the account was it that you were transferring out --
A. It --
Q. -- to buy your property in Atlanta?
A. It is money earned by me.
Q. Okay. Earned by you pursuant to which client?
A. As -- as I sit here, I'm not sure, but I -- I'll be happy

to tell you which one.
Q. Okay. And would this have been the exact amount of your fee?
A. It will be a portion of it.
Q. Okay. So when you earned the fee from a client, did you not transfer it out of your trust account?
A. It -- it depends. Sometimes, I did right away.
Q. Okay. But, sometimes, you left large amounts in your trust account?
A. I wouldn't say large amounts. Okay?
Q. Well, this is 22,000. Let me tell you, for the sake of clarity, I consider anything over 10,000 to be large amounts, so, perhaps, your definition is different, but you testified that this 22,000 would have been a portion of a fee, correct?
A. That's correct.
Q. Okay. So there's more to this fee that was still sitting in your trust account?
A. Well, but -- but yeah. But it could also be the last portion of it, so I'm -- I'm not sure what you're trying to get me to say.
Q. And you testified earlier that how you track trust-account transfers is for each client file you have a piece of paper in there saying how much needs to be paid out. And when the client comes in, then you pull their file, and you look through that, correct? Is that a good paraphrase?

A. We have disbursement sheets.
Q. Okay.
A. Yes.
Q. Well, how do you track fees that you've earned because - do you go to each client file every time you need money and see what's left on a fee that you haven't taken or do you keep a side ledger that says this is my fees held in the trust account?
A. No. We -- let -- let me explain what we do. Okay? The -- or what I do, not we. When a client comes in and signs a disbursement sheet, that sheet which you have and I produced two years from going back from the time I filed, it has the total amount of the settlement.
Q. Um-h'm.
A. It has the percentage that goes to the attorneys. And if there's a reduction, it would state so there. Okay?
Q. Uh-huh.
A. It has the total for medical charges, and it has what -- whatever the client is supposed to get. Okay? Now, when we write checks for providers --
Q. And, Mr. Aqwara, again, I'd like to focus you on we're talking about your fee pursuant to these. I'm not talking about medical providers or checks to the clients. When you earn a fee pursuant to a settlement, how do you track -- if you leave it in the trust account, and you've taken it pieces at a

time, how do you track how much of it is left or how much of it you've taken?
A. Well, we -- we --
MR. SCHWARTZ: Objection, your Honor. If I may, I think he was trying to ask her a question. Ms. Kung said if you kept a ledger as some people think you might have what would that look like, and the witness was saying we do a net sheet or a disbursement sheet. He was trying to describe it. She cut him out off without his answer to do the disbursement sheet again.
THE COURT: Did you have more to tell us about the disbursement sheet?
THE WITNESS: Yes, sir.
THE COURT: Go ahead.
THE WITNESS: Okay. So let's say if my office earned 30,000 and if for some reason some of that money is taken out and some is still there what we do is when we close out client files we go back to the disbursement sheet from the date because, usually, money starts being disbursed from the date that a disbursement sheet is signed.
BY MS. KUNG:
Q. Um-h'm.
A. But we even go back farther to when the settlement occurred.
Q. Um-h'm.

A. So we go, and we start looking to see disbursements made for that client, and then we show us the total out and what's left.
Q. Again, and I apologize. Perhaps, I'm not artfully asking my question. How do you track how much attorneys fees in the client trust account belongs to you? When you have a case, and you're settling it let's say for 50,000, but you wire transfer out $22,319.03, you still have a positive balance of money from that client earned by you still held in your trust account. How do you track that? How do I know what your balance is that belongs to you?
A. Because what I -- let me give you it as an example.
Q. Let's talk about this direct example, so it makes sense. On this particular one where you transferred out $22,319.03 to purchase a property in Atlanta out of your client trust account, how did you know that money belonged to you?
A. It -- it -- well, I wasn't ready for this today, but I can go back and get and look at the house from that date, okay, or at least a week before that date, and then I'll track it, and I'll be very glad to tell you which client it came from. Now, if you'll recall at the debtor's exam, I gave you an example. That -- that was a client by the name of Lasseur (phonetic).
Q. Um-h'm.
A. Okay? The funds for my office was 130,000.
Q. Um-h'm.

A. It wasn't all taken out at the same time because what happens is if -- let's say I take out all the money for this month. We may not settle another case for the next two or three months, so what we do is we -- I want to make sure that the office runs, and there's money for the office. I don't want to take out money that's spent, okay, immediately and then don't have anything for the office to -- to -- to run my operations.
Q. Why --
A. But you would like, I'll be -- I'll be very happy to show you how I track.
THE COURT: Well, why don't you put it into an operating account?
MS. KUNG: Thanks.
THE WITNESS: Well, you know, because I -- I don't want a situation where it's spent, okay, because what happens -- and and I know that that the State Bar's not going to like it that I leave some of my money there, but it helps basically regulate my spending, okay, and makes sure that there's money for the office to utilize.
BY MS. KUNG:
Q. When I asked you the same question at your 2004 exam, you told me that it was easier to transfer money through wire transfers through your trust account. Do you recall that statement?

A. That's not exactly my statement. And if you will recall, I've written checks from the trust account directly to me.
Q. Um-h'm.
A. And I'll indicate for which client it is.
Q. You never did wire transfers to purchase personal property out of your operating account, did I?
A. It -- it's possible that I did, but I don't recall.
Q. Okay. When I reviewed your documents, I saw probably 15-plus wire transfers that came out of your trust account which I believe you testified the majority of them was to purchase cargo containers of furniture from China that were transported to your home in Nevada as well as your property in Nigeria and some to rain tree. Does that sound correct?
A. No.
Q. No? Okay.
A. You said majority of it.
Q. We can --
A. What are you talking about, 15 --
Q. Okay. What we'll do is we'll go through each transfer.
A. And let's do that --
Q. Okay.
A. -- so the -- the Court would know.
Q. So with this 23,319.03 that you transferred out to purchase property in Atlanta, your testimony today is that that was earned fees from a client, but you don't recall as you sit here

today which client that was, correct?
A. That's correct.
Q. Okay. And you don't recall as you sit here today what the balance of your fees earned on that client is, correct?
A. That's correct.
Q. Okay. And there is not one single document or ledger that tracks your fees remaining in trust account.
A. No.
Q. Okay. There is also a wire out for OBI Ocean Freight (phonetic) for $17,795.61. Do you see that on 05/17?
A. Yes.
Q. What was that transfer for?
A. That would be for the freight for the furniture that you referred to.
Q. So that was furniture that was shipped partly to Nigeria and partly to Nevada, correct?
A. That -- that's correct.
Q. Okay. And that was a personal-property purchase, correct?
A. Yes.
Q. Do you recall which client those fees would have been attributed to?
A. No.
Q. Okay. The next bank-statement page you'll have is dated February 29th, 2012. And about halfway down, we have charges and debits. And on 02/14, there is a $15,000 transfer out to

B&F Anhua, A-n-h-u-a, Gensum Import/Export. Do you see that?
A. I do see that.
Q. What was that transfer for?
A. Well, without having the documents related to that, I do know it's a personal transfer, but I don't know if it was -- I don't recall exactly what it was for as I sit here today.
Q. Okay. And do you recall what client that was attributed to?
A. No.
Q. Okay. The next page is bank statement dated September 30th, 2011. The same place on the statement at charges and debits on 0912 is a wire out to be B&F Asbury Automotive (phonetic) for $49,195. Do you see that?
A. Yes. I see that.
Q. Okay. And I asked you about this one previously, too, right?
A. I believe you did.
Q. And was this a vehicle that you had purchased for a cousin?
A. Yes.
Q. Okay. And it was a BMW X6, correct?
A. That's correct.
Q. And it was a cousin that you have in Nigeria, right?
A. That's correct.
Q. Okay. And when I asked you whether or not your cousin transferred in the money to pay you back, your response was no,

correct?
A. Yes.
Q. And you testified that how he paid you back this money was when you went to Nigeria he gave you a case or he gave it to you in cash, and I believe you did the math for me, and that came up to about 1.5 to 1.6 million nairos (sic) which is the currency of Nigeria, correct?
A. Naira.
Q. Nairas.
A. Not --
Q. I apologize.
THE COURT: Is it n-i-r-a (sic) or n-a-i-r-a (sic)?
THE WITNESS: N-a-i-r-a, your Honor.
THE COURT: N-a-i-r-a.
Thank you.
THE WITNESS: And -- and what was the fee where you say that it came out to?
BY MS. KUNG:
Q. I believe you did the math for me, and you told me based upon today's exchange rate it was about 1.5 to 1.6 million Nairas.
A. That's --
Q. Nairas.
A. That's not correct.
Q. Okay. What would be the correct number?

45

A. Well, the -- the -- you mean at the time or now?
Q. Well, I asked you at our 2004 exam, and that is how you answered the question, so I'm not sure. I can't speculate as to what you meant. I can only repeat to you what you told me.
A. Do you have the transcript because I think -- I know you're wrong. I didn't answer it that way.
Q. I did.
MS. KUNG: Can you look up 1.5 million on that?
MS. BROWN: Sure.
MS. KUNG: Okay. So while Brandy looks that up, we'll go ahead on to the next one.
BY MS. KUNG:
Q. Well, so this was 549,195 transferred out of your trust account, correct?
A. Correct.
Q. Okay. And what client fee was that related to?
A. I -- I do not recall as I sit here.
Q. Okay. And then you received that 49,195 back in equivalence in Nigerian money called the Naira the next time you went out to Nigeria, correct?
A. That -- that's correct.
Q. Okay.
A. It was used for building the houses for (indiscernible) out there.
Q. It was used for building --

46

A. For construction.
Q. -- one of the three properties, correct?
A. Yes.
Q. Okay. When I asked you, you testified that all construction in Nigeria must be done in cash, correct?
A. What do you mean must be done in cash?
Q. I think you told me that banks don't give loans, and you can't write checks or pay credit cards --
A. That's not what --
Q. -- at all construction --
A. -- I said, Counsellor.
Q. Okay.
A. Please, if you're going to put me -- you need to read the transcript. Okay? What I did tell you is that I didn't have bank accounts there because if you put money in -- in the bank you're going to have to pay bribes to get it out a lot of times, and I didn't want to go through that hassle and to pay people a bribe, and I was only there two to three weeks at a time, so most of what needed to be purchased needed to be paid for, and they don't accept checks over there to pay for construction materials.
Q. Okay. So the question I had which I guess I misstated was was all construction in Nigeria completed in cash.
A. Yes.
MS. KUNG: Your Honor, I don't have a copy of the

47

transcript. With the Court's indulgence, I will just read directly from it, and then I can enter my copy.
MR. SCHWARTZ: I would object to that, your Honor, I think without everyone having a copy. She's welcome to ask the witness questions, but --
MS. KUNG: I'd be happy if you'd like to read it.
MR. SCHWARTZ: Sure.
MS. KUNG: Certainly.
(Colloquy not on the record.)
MS. KUNG: This was just the testimony of the amount.
MR. SCHWARTZ: He testified to that. Okay.
MS. KUNG: This was the typo which should have been 1.3 million, but I think the court reporter did it as that. I don't think he's had a chance to review (indiscernible).
MR. SCHWARTZ: So do I show him that first?
MS. KUNG: Sure.
THE COURT: Yeah.
MS. KUNG: Okay.
THE COURT: Show him.
MS. KUNG: May I approach, your Honor?
THE COURT: Sure.
BY MS. KUNG:
Q. Mr. Agwara, here's the deposition transcript that we talked about the conversion of the money, and I'm going to direct you to page 115 through 117 of (indiscernible), and, perhaps, that

48

will refresh your recollection.
MS. KUNG: And for the record, I believe the court reporter had a transcription error. She put 7.3 million. I think the number was supposed to be 1.3 or 1.5 million.
(Colloquy not on the record.)
THE WITNESS: Well, this is wrong. I know. I -- it doesn't even make sense. If you'll look at page 115, instead of saying -- let's say line -- take line 15, for example. The answer says (indiscernible) at the time I don't know. You can look at the exchange rate, but the current exchange rate will be -- it says $100. That's wrong. That should be --
BY MS. KUNG:
Q. It was one-and-a-half times. It was a transcription error, and I'm sure you have not had --
A. Can you let me --
Q. -- an opportunity --
A. -- answer the question, please?
Q. -- to review it.
A. It -- that should be a $1 is 160 in Nigerian currency, not $100, okay, but I don't know if the court reporter didn't hear me well, but that's $1 is -- is equivalent to about 160. Today, it's closer to 168, 170, the exchange rate.
THE COURT: So $1 is equivalent to $160 or 160 nairas --
THE WITNESS: Naira.

THE COURT: -- or 1.6 naira?
THE WITNESS: Yes, your Honor.
THE COURT: 160.
THE WITNESS: 160.
THE COURT: Okay.
MS. KUNG: Okay. May I approach to --
THE COURT: Yes.
(Colloquy not on the record.)
BY MS. KUNG:
Q. So all construction of the three buildings that you bill in Nigeria was all constructed with cash, correct?
A. Payment for the materials, yeah, were purchased in cash.
Q. Okay. Can you give me a ballpark of how much you spent to build those three buildings?
A. It --
MR. SCHWARTZ: Objection, your Honor. I'm not sure of the foundation for the three buildings and where three buildings came from.
MS. KUNG: They're listed in his petition, your Honor.
THE COURT: Lay a foundation.
MS. KUNG: Okay.
BY MS. KUNG:
Q. How many buildings do you have in Nigeria?
A. Three.

Q. Okay. Were they constructed by you?
A. Yes.
Q. Okay. Well --
A. Well, let me correct that since we're talking about the -- the -- well, yeah. Three.
Q. Okay. And I believe one is a small house, correct?
A. What do you mean by small house?
Q. Let me just go and tell you understanding, and then you can correct me. My understanding is that in a village compound you have a large house which we refer to between each other as the village.
A. That's correct.
Q. I believe that you have an Obiki (sic) smaller house that we call the Obiki residence, and that I believe that you have an office building. Is it a four-story office building that we call the Obiku (sic) or --
A. No, no, no. No. No. --
Q. -- Obika (sic) --
A. Let me --
Q. -- office building?
A. -- correct you
Q. Please.
A. There are two buildings in Owerri.
Q. Owerri?
A. Yes.

Q. Okay.
A. There -- there was the (indiscernible) building which you refer to as a small house, but it's in Owerri which is a city. It is small city.
Q. Okay.
A. And then there is the -- what we refer to as the office building.
Q. Okay.
A. Okay. That's the four-story building, and then there's the village house.
Q. Okay. And how many square foot is the village house?
A. I have absolutely no idea. They do not build by square footage --
Q. Okay.
A. -- in Nigeria.
Q. Can you give me an estimate?
A. No.
Q. Is it over 10,000 square feet?
A. No. First of all, they -- they deal in metric system. They don't use feet or foot.
THE COURT: What is it in scare meters?
THE WITNESS: Your Honor, I don't know.
BY MS. KUNG:
Q. How many bedrooms?
A. Ten.

Q. Okay. How many baths?
A. I'm thinking eight because some bedrooms share rest rooms.
Q. Okay. And then on the other house, the one I referred to as the smaller house --
A. There were --
Q. -- how many bedrooms and how many baths?
A. That's a five-bedroom with three bathrooms, three and a half.
Q. And then the Obiki (sic) office, that's a four-story office building.
A. That's --
Q. Correct?
A. That's the Owerri office, not --
Q. I'm sorry. Owerri.
A. What about it?
Q. It's a four-story building, correct?
A. Yes. There's a -- yes, it is.
Q. How many offices?
A. It's not an office. It's still empty. There are no -- it -- it -- it's -- the inside is not demarcated. It's -- it's --
Q. So it's a shell.
A. Yes.
Q. Okay. And --
A. It's not being used for anything.

Q. Okay. And as you sit here today, can you give me any estimate on the cost of construction of these three buildings?
A. No.
Q. Okay. You can't give me a ballpark?
A. No, Counsellor, I can't as I sit here today.
Q. Okay. You testified that you had no bank accounts in Nigeria, correct?
A. Yes.
Q. Okay. And you testified that all the construction was done via cash, correct?
A. Yes.
Q. How did you get the cash out there to pay the people?
A. Well, I thought with -- when you go through your transfers, you will see the wire transfers.
Q. Okay. So all of it was done via wire transfer?
A. I would say most of it, yes.
Q. Okay. So let's talk some more about your wire transfers.
A. And the last time we spoke about this, your client was going to get you records from the Wells Fargo accounts that were closed. Though will also show the transfers.
Q. Okay. I believe I asked you to provide them as well, and that I would ask my client to look into them as a courtesy because they were joint accounts, correct?
A. Yes. And if you'll recall --
Q. Okay.

A. -- I told you we had them, and she moved with them.
Q. Okay.
A. That's why you told her to get them.
Q. So let me ask you. When you say that money was wire transferred there from these accounts, you transferred the money to somebody else, and then somebody else gave you cash or nairas when you got there? Is that how it worked?
A. Usually, to avoid carrying money, what would half is, you look for someone that wants to buy something here or do some kind of business outside. And what you do, they'll request that, instead of you bringing the cash whether you could put it in the account or send it to -- wire it to their account somewhere or on their behalf, and they will make the nairs available for you. That way you avoid the risk of carrying cash.
Q. Okay. So kind of like you did for your cousin with the car. You buy something here for somebody, and then when you get there they give you the naira equivalent.
A. Yes.
Q. Okay. And do you recall how many times you did that over the years of construction?
A No.
Q. Okay. And how many years did it take you to construct these three buildings?
A. Well, they were built at different times, so I -- it's hard

to say.
Q. Was it approximately three-plus years?
A. To build which one?
Q. I believe when I asked you at your 2004 exam the date of construction from the first until you finished on the last. I believe you started the first I want to say in 2009, and you finished the last one about the time after your -- was it your mother passed away?
A. That --
Q. And you had to go back for funeral services --
A. That --
Q. -- which was --
A. That's incorrect.
Q. Okay. Can you please correct me?
A. The -- the small house in Owerri, the -- we started construction I believe in 2004.
Q. Okay.
A. It could have been 2003. I'm not sure, but for sure 2004.
Q. Okay. And then the office building started construction --
A. I'm not sure exactly. It may be -- it may have been 2011.
Q. Okay. And then the village home.
A. The village home started in 2010.
Q. And when was construction completed on the last of these to be completed?
A. Well, only one that's completely finished is the -- the

small house in Owerri. The other two -- the office building, it's not finished. The village house, it's -- it's almost finished, okay, but there -- there is a lot of plumbing work that needs to be done. It was hardly put together for -- for my dad's funeral, so there -- there's still some work that needs to be done. There's no landscaping done.
Q. Okay. And at the village house, you have several vehicles, correct?
A. No.
Q. No? How many vehicles do you have at the village house?
A None
Q. Okay. Where are your vehicles that are in Nigeria?
A. They are at the Owerri house.
Q. At the Owerri house. And how many vehicles do you have in Nigeria?
A. Currently?
Q. Correct.
A. Two.
Q. Okay. Have you ever had more than two vehicles at the Owerri house?
A. Yes.
Q. What is the most number of vehicles you've ever had at the Owerri house?
A. That would be three.
Q. Okay. And what happened to the third vehicle?

A. A -- well, the guy that (indiscernible) from decided to steal it. They -- I didn't know he kept a spare key. He came and got it while I was here and hasn't returned it since.

Q. Were those vehicles purchased here in the United States or were they purchased in Nigeria?

A. One was purchased here back in 2002.

Q. Okay.

A. And that would be the 1998 Lexus LX 470.

Q. Okay. And then you shipped that out to Nigeria?

A. Yes.

Q. Okay. And then the other vehicle remaining is --

A. They were purchased in Nigeria.

Q. Okay. If we go back to your bank statements, the next wire transfer out is on the statement dated July 29th, 2011, for $10,000 to B&F Anhui Canaum again. Do you recall what --

THE COURT: I'm sorry. Slow down a little bit. What date?

MS. KUNG: The next bank statement --

THE COURT: July --

MS. KUNG: -- it's dated 07 -- it looks like --

THE COURT: 07/14 or 07/25?

MS. KUNG: Yeah.

THE COURT: Those are the deposits.

MS. KUNG: Under charges --

THE COURT: I'm sorry.

MS. KUNG: -- and debits.

THE COURT: Yes. Go ahead.

MR. SCHWARTZ: And this is --

MS. KUNG: Okay.

MR. SCHWARTZ: And just to make sure, we're in the July 29th, 2011, bank statement?

THE COURT: I think so.

MR. SCHWARTZ: Correct?

THE COURT: Yes.

MS. KUNG: Correct.

MR. SCHWARTZ: Is it 151?

MS. KUNG: Yes.

MR. SCHWARTZ: Okay.

MS. KUNG: And the wire transfer out for 10,000.

BY MS. KUNG:

Q. Do you recall what was purchased for that 10,000?

A. I don't believe there was a purchase. I believe that's one of those transactions, and I believe that was for Marcel Szeoke (phonetic) who made the naira equivalent available in Nigeria.

Q. Marcel? Could you spell his last name?

A. E-z-e-o-k-e.

Q. And is he a friend or a family member?

A. He's a friend.

Q. Okay. And that he would have given you the naira equivalent to the $10,000 cash when you arrived in Nigeria,

correct?

A. That's correct.

MS. KUNG: Okay.

THE COURT: And that would be about $1,600,000?

THE WITNESS: Yes. That --

THE COURT: 600,000 naira?

THE WITNESS: That's correct --

THE COURT: Yeah.

THE WITNESS: -- your Honor.

BY MS. KUNG:

Q. The next bank statement is dated June 30th, 2011, and there's a wire transfer out under Section 2, charges and debits, dated June 7th I believe for $30,000 --

A. Correct.

Q. -- to the same entity, B&F A-n-h-u-i G-e-n-s -i-m

THE COURT: So where are you looking, Counsel? What page?

MS. KUNG: The first page of the next bank statement --

THE WITNESS: June 30th.

MS. KUNG: -- the statement dated June 30th, 2011.

THE COURT: Oh.

MS. KUNG: It should be the next bank statement --

THE COURT: I think --

MS. KUNG: -- on the exhibits.

BY MS. KUNG:

Q. June 7th, a $30,000 wire transfer out.

A. That's correct.

MS. KUNG: Okay.

THE COURT: I have a whole bunch of copies of the July one, so hang on a second. June 30th, 2011; is that correct?

MS. KUNG: Yes.

THE COURT: Okay. Thanks.

MS. KUNG: Okay.

BY MS. KUNG:

Q. So that $30,000 wire transfer out, what was that for?

A. The same transfer. If you went to that very entry whatever it is, that -- that would be a similar transaction because it was the same guy. He did a lot of business over there.

Q. The same Marcel guy?

A. Yes.

Q. Okay. And this 30,000 -- I forgot to ask you on the last one. I don't want to forget again. On this $30,000, could you have any recollection as to which client this one was attributable to, so which client for which you've earned fees?

A. No.

Q. Okay. And how would I track something like this from years back? What documents would I need to acquire from your office to determine which client this $30,000 came from?

A. Well, in -- it -- what -- in the 12 or 13 years I've been practicing, we've had two sizable settlements. One was for $1,000,000, and the other one was for 975,000.

Q. Okay.

A. I believe that most of these wires would be from the money earned from those two, and what normally I would do is I would go back and go through the accounts and see how much money has been written either to me, to my office, or on my behalf wired out, okay, and how much is left of those funds.

Q. Okay. And when we did the numbers -- and I'll look for the summary, and then we can address it -- the numbers transferred out far exceeded that, and then there were transfer dates. Now, these two cases that you're talking about --

A. Wait, wait. What -- what number did you get that exceeded that?

Q. I'm going to get it for you, and then we'll talk about it when I have the numbers in front of you.

A. Okay.

Q. But the settlement date on -- one of them was Jose Aguio (phonetic), right?

A. That's correct.

Q. And that was the settlement date was about 08/25/2009, correct?

A. That --

THE COURT: And is that the 1,000,000 or the 900,000?

THE WITNESS: That -- that's the one for 1,000,000.

THE COURT: Okay. And the settlement date was what again?

MS. KUNG: 08/25/09.

THE COURT: And how about the 900,000?

BY MS. KUNG:

Q. And then the other one was Lassueurk (sic).

A. Lassueur, yes.

Q. Okay. And the settlement date on that was -- it was 2010, though, correct?

A. It's probably 2010 I believe, yes.

Q. Okay.

THE COURT: And you still have money in your trust account from those settlements?

THE WITNESS: Your Honor, I'm not sure, but it's possible from the Lassueur settlement. There may be some money left.

THE COURT: And I think counsel's question was how if you were to go back and track the money in the Lassueur settlement to see what's in there today what would you do.

THE WITNESS: Your Honor, what I would do, I would go back to that date of settlement. And from that date, I will go through the trust account statements to see checks made out, whether there are indications in the check stubs.

THE COURT: So stop for just a second. You'd go back

through that. You'd go back through that trust account, correct?

THE WITNESS: Yes.

THE COURT: And you'd look to see -- you'd look for checks out.

THE WITNESS: That's correct, your Honor.

THE COURT: And did you keep copies of checks out?

THE WITNESS: We -- we have them. They came back with the statements before we started doing on-line.

THE COURT: Okay. But you say you would look at the check stubs, then?

(Colloquy not on the record.)

THE WITNESS: Yes.

THE COURT: And what would you look for on the check stubs?

THE WITNESS: If -- if there's a payment made out say or if there's an indication, okay, for let's say a wire that says balance left for -- let's say, for example, if a year later I made a disbursement for 50,000, and it says Lassueur I will go through the entire and calculate those. If there is 150 paid out, that tells me that there should be another 200,000 left in there.

THE COURT: And did you always make notations on the check stubs?

THE WITNESS: Not always.

THE COURT: So --

THE WITNESS: Either on the stub or on the check itself.

THE COURT: But you always made a notion (sic) -- well, I'm sorry. And you always made a notation on the check stub or the check; is that correct?

THE WITNESS: Yes, your Honor.

THE COURT: And would you keep and the check stub in the client file?

THE WITNESS: I'm not sure we do, your Honor, but we --

THE COURT: So where would you find the check stub, for instance?

THE WITNESS: I'd -- I have them, and I -- by the way, I've produced them to counsel.

THE COURT: That wasn't my question. Where were you find the check stub if you need to find it?

THE WITNESS: We -- we -- we have them in our office.

THE COURT: And where in your office?

THE WITNESS: In a drawer.

THE COURT: And how about with the checks themselves that you made notations on? Where would you find those?

THE WITNESS: The checks will be part of the returns, the statements. If you --

THE COURT: It would be part of the bank statements.

THE WITNESS: Yes.
THE COURT: But the bank --
THE WITNESS: Because they --
THE COURT: But the bank statements wouldn't say what it was for.
THE WITNESS: No. I -- that's what I'm saying. The check itself. In fact, it says on the memo line what it is for or the stub will say what it is for.
THE COURT: So you would have to look at the memo line on the check.
THE WITNESS: Yes, your Honor.
THE COURT: So where would you keep that?
THE WITNESS: It stays with the statements in the drawer.
THE COURT: Okay. And do you keep any duplicates of this?
THE WITNESS: I --
THE COURT: Say, for instance, somebody broke into your office or it burned down, how would you sort it out?
THE WITNESS: That's a good question. I -- somebody did break into our office, but they didn't steal anything, but I've never had to worry.
THE COURT: That was lucky. Good. Someone broke into my car and didn't steal anything, so we're both lucky, but --

MS. KUNG: They didn't really break in, then. They visited.
MR. STEWART: The door was broken.
THE COURT: But you don't have a backup or a duplicate system is my question I guess --
THE WITNESS: No.
THE COURT: -- really.
THE WITNESS: But we do have a back -- we have an automatic backup now for stuff that we have a -- we work on, and then we save it on a hard drive. Okay? We have an Internet site that backs up.
THE COURT: But that wouldn't back up your check, your -- that wouldn't backup --
THE WITNESS: No.
THE COURT: -- paper copies of checks or stubs.
THE WITNESS: You're -- you're right, your Honor.
THE COURT: Okay. Sorry. I was just trying to understand the process.
MS. KUNG: Thank you, your Honor.
BY MS. KUNG:
Q. So I understand how you track to a client for checks, but how do you do it with wire transfers because I asked you for wire-transfer documents. I believe the response was that you didn't keep any, correct?
A. The bank keeps them, not me.

Q. Okay. So the majority of the transfers we're talking about wasn't by way of checks with memo lines, but they're by way of wire transfers out for odd amounts.
A. That's correct.
Q. How would you track that to each particular client?
A. Normally, what I would do -- okay. Say, for example, the personal wires, I would add them up together, and I would also add up what I believe is money that I had left in the trust account, and, usually, there's -- it covered everything.
Q. Usually, it covered everything?
A. And part of the problem -- and let -- let me explain. When -- if I have -- if the office has 100,000 or 50,000 sitting in trust, okay, we generally know how much we have sitting there. Okay? Now, if it becomes necessary to go back and say, okay, part of the 50 came from this client, part of the 50 came from that client, then I would do that, but I usually know how much belongs to my office in the trust. Okay? So they -- in -- and I've never had the need to go and explain where did this one come from and where did this one come from. The important thing is that my clients get paid their money. Their providers get paid. Or if they don't get paid the money, it sits in trust.
Q. But the question I'm wondering today is if all this money that you're taking out -- do you ever take out and spend money that you haven't earned, yet, under the concept that I'm about

to earn it, and I'll just put it back in?
A. No.
Q. Okay. So when you said it usually -- you didn't use the word "reconcile", but I think you said it usually adds up. Does that mean that there's been times that it doesn't add up?
A. No.
Q. Okay. So if you are --
MS. KUNG: Thank you.
BY MS. KUNG:
Q. If you are just doing wire transfers out, and you're not deducting from your fee as you're doing it contemporaneously, how do you know you're not overspending?
A. Did I say I wasn't deducting it?
Q. I'm sorry. Are you?
A Well, what I said is -- what I do, okay, from time to time is I will go back and make sure that there's enough money there to cover wire transfers made, okay, and, usually, there is, and there's some surplus left.
Q. Okay But the words that are concerning me is "usually" and some "surplus". Now, my understanding of how the client trust account works is that every dollar is earmarked towards a particular client. That it's not a slush of mashed potatoes that anybody gets a piece, but every client has their particular share, and that your fee once it's your fee is yours, but what I'm trying to understand is if you're not

tracking it, and you're doing these wire transfers out here, there for odd numbers, 13-, 20-, 50,000, and you're not earmarking it to a particular client how do you know that the money that you're spending is yours?

A. I believe I've already answered it. I'll make sure that, okay, generally all money that I've earned, okay, equal to a certain amount, okay, and -- and that's what I keep up with. I -- I don't try to link a portion of that money to a particular client. Now, I -- that may be a violation of a rule and you know, but the money that I transfer for personal stuff is money that's been earned by my office. And if you go back as you -- I'm sure you have because you're asking me questions from 2009. You would also find out that there are some instances where checks were written out to me directly --

Q. Um-h'm.

A. -- okay, and given to a client, and she will deposit it in our joint account.

Q. Um-h'm. I don't have testimony --

A. So --

Q. -- of that. And if we come backing here tomorrow, so I have time to assemble documents, we can go through each one, but I will submit to you that my numbers show that you transferred out $358,486 more than the combination of the fees for Lassueur and Agoio along with your $90,000 insurance money.

MR. SCHWARTZ: Objection.

THE COURT: You have to make that a question.

THE WITNESS: I --

MS. KUNG: Okay.

BY MS. KUNG:

Q. So if we continue, I'll be able to bring back documents. We'll go line item. Okay?

A. And I --

MR. SCHWARTZ: I really object to that question, your Honor, because she's restating his testimony.

MS. KUNG: I strike that statement.

MR. SCHWARTZ: Oh.

MS. KUNG: I apologize. Okay.

BY MS. KUNG:

Q. So let's go to the next wire transfer on March 31st of 2011 for $50,000. Do you see that?

THE COURT: I'm sorry. What month again?

BY MS. KUNG:

Q. The next bank statement in the line which is March 31st, 2011 --

A. That's correct.

Q -- transfer date 03/31 for 50,000.

A. Okay.

Q. Okay. Was this a personal purchase of property or was this a purchase for another?

A. This is to the same source, so it -- that would be for

personal.

Q. Okay. But was this one of the transaction we spoke of where you purchased for somebody, and they give you money back or was this a --

A. Yes.

Q. Okay. And would this have been Marcel as well or somebody else?

A. Yes. Marcel.

Q. Okay. And he would have given you the equivalent of $50,000 in nairas when you went to Nigeria, correct?

A Well, the amount was -- was it 50?

Q. I show it 50.

THE COURT: It looks like it, yeah.

THE WITNESS: Yes

MS. KUNG: Okay.

BY MS. KUNG:

Q. And what client was this related to you?

A. I don't recall as I sit here.

Q. Okay. The next bank statement in line is dated August 31st, 2010, wire transfer date of 08/06 for 60 -- it looks like $66,225 to the same entity, B&F A-n-h-u-i. Do you see that?

A Yes.

Q. Okay. Would this have been another one of those Marcel transactions or a purchase for your own personal property?

A. That -- that's correct.

Q. Correct meaning Marcel transaction?

A. Yes.

Q. Okay. And then you would have received the equivalent of $8,000 and $25 in nairas when you went to Nigeria, correct?

A. That's correct.

Q. Okay. And do you know what client this one was related to?

A. No

Q. Okay. The next one I have is a check No. 2712. I apologize. This is a horrible copy because it was enlarged, but the type print on the bottom from the bank shows that it was a $30,000 check.

A. That's correct.

Q. Okay. And it was made out to Agwara & Associates, correct?

A. Yes.

Q. Okay. In the memo line, do you see any client name?

A. No.

Q. Okay. Was this check cashed?

A. No. It was deposited in the operating account.

MS. KUNG: Okay. So do we have the operating-account statements?

MR. SCHWARTZ: Can you --

THE COURT: Was this deposited into your operating account?

THE WITNESS: Yes, your Honor.

MR. SCHWARTZ: I can't tell what the date was for this check.

MS. KUNG: It's difficult to see. I know I have a smaller version.

(Colloquy not on the record.)

THE COURT: If I could remember how to read the micrencoding I would probably tell you, but I can't.

MR. SCHWARTZ: And, your Honor, just a note to where I'm going while we're on a pause here, we're starting to get into transactions that are three or four years old. I'm not quite sure of what the relevance of them are at this point other than maybe for trying to get to the value of some property that might be in Nigeria which he's testified about and whether they're -- they're certainly outside of 548 (indiscernible) 544 issues, but I'm just wondering where we're going, what the moral of this story is --

THE COURT: Counsel.

MR. SCHWARTZ: -- for dismissal purposes.

MS. KUNG: Your Honor, number one, it's to establish the value of the property. At a minimum, it's construction costs for the properties that he testified started construction back in 2004. Additionally, it goes to the fact that we believe that a significant portion of the trust account if not all of it is, in fact, his money or is being spent as his money, and I'm establishing a course of conduct throughout many

years that he's using these funds as his own. They are not earmarked towards client funds, so it's sheltering assets from the bankruptcy estate by saying it's client trust funds when in reality clearly they are not, and, clearly, this account is being used as his own personal account.

THE COURT: Okay. I'll let her continue with this. Thank you.

I know your objection's noted. We can't do this forever, I understand.

MS. KUNG: And, your Honor --

MR. SCHWARTZ: I --

THE COURT: But I do think --

MS. KUNG: -- we're --

THE COURT: I certainly think it's relevant to what the cost of the structures in Nigeria were.

MR. SCHWARTZ: Well, certainly, your Honor, and I just want to highlight for the Court at the very beginning of this case we said we thought we were a 100-percent plan. We'd be paying everybody in full. We never argued there isn't value here. I'm just wondering for purposes of dismissal and whether this debtor is entitled to have his motion granted or not. The rabbit hole we're going down at the moment is getting more into disclosure-statement issues --

THE COURT: Well, here --

MR. SCHWARTZ: -- and --

THE COURT: Here's what the rabbit hole is telling me. I have a lack of confidence in his ability to run an estate based on his -- I think you describe it as unique accounting method which is really not a very good accounting method and kind of tough to follow and has no backup, so I do think that's a relevant factor.

MR. SCHWARTZ: I don't disagree, your Honor, and I think just in terms of use of time at this point I think we're going to get the same answer repeated, and I'm starting to think if the Court's becoming inclined not to dismiss the case and some other result, perhaps, we start talking about that about how do we get these records to a state that everyone could have some level of comfort with them and what type of professional do we need for that type of help or if we're going to say here. If the answer is they can do this in family court, then that's a different story.

THE COURT: Well, I think we're probably going to stay here. That is my current leaning. I am not precluding you from doing your direct. I'm not saying I have decided the case, but I think I said this earlier. I'm very concerned about his lack of ability to relate things that were some years ago, but lack of his ability to tell us what he paid for the houses in Nigeria or the three structures in Nigeria and said I have absolutely no idea whatsoever what I paid for these three structures in Nigeria. I think that's odd given that he spent

considerable money and considerable time working on them that he doesn't even have a ballpark figure. They sound with ten bedrooms and eight bathrooms -- and four bedrooms and five bedrooms and two-and-a-half baths or three-and-a-half baths, those sound like relatively large or significant structures to me or a three- or four-office building sounds like a large structure to me. I would think -- this is an assumption, but my assumption is that if you built those you would have some ballpark figure about what you paid for each one with all the money, and he's saying no which causes me some lack of confidence in what he's telling me.

MR. SCHWARTZ: And I appreciate that, your Honor, and we can finish with the evidence today. I just want to start thinking about where for relevance of today's purposes and whether we're going to keep the case, and there are some alternatives that I think we can discuss about how to answer --

THE COURT: Well, would you like --

MR. SCHWARTZ: -- these questions

THE COURT: -- to discuss those with opposing counsel? Now it's about time to take a break.

MR. SCHWARTZ: Certainly.

THE COURT: So why don't we do this. Why don't you guys discuss alternatives, Counsel.

MR. ANDREOPOULOS: Your Honor, may I approach?

THE COURT: Sure. Please.

(Colloquy not on the record.)

MR. AGELAKOPOULOS: Your Honor, before we get into the legal argument, our office would appreciate the opportunity to cross-examine --

THE COURT: You certainly will have that.

MR. AGELAKOPOULOS: -- Mr. Agwara and then have the opportunity to put on our case in chief and then ultimately close with legal argument to the Court. I think it's premature at this point --

THE COURT: It's never premature to discuss settlement.

MR. AGELAKOPOULOS: Well, it may be that the money parties can do that. I don't know given the concerns that we have expressed regarding false oaths, regarding 727(a)(3) issues. From our office's perspective, the world's binary.

THE COURT: That's true.

MR. AGELAKOPOULOS: There's either a 727 problem or there isn't.

THE COURT: No.

MR. AGELAKOPOULOS: And --

THE COURT: I understand.

MR. AGELAKOPOULOS: And the evidence that we have before the Court and the evidence that we expect to elicit from Mr. Agwara will demonstrate that. I'm just informing the Court I don't have authority to settle.

THE COURT: No. I understand this, but I expect you to be available or to talk with these folks about what they're trying to settle with.

MR. AGELAKOPOULOS: Sure.

THE COURT: I am not suggesting you have to settle. I do understand that the U.S. Attorney's office (sic) (indiscernible of a binary view of the world, and I think you have to do that by statute, and I understand that. If something agreeable that you can take to whoever you have to get authority for doesn't come out of this, we're going to go forward. Now, we may take a break today, but we'll come back tomorrow morning, so I'm not cutting you off. I'm not settling this without you.

MR. AGELAKOPOULOS: Okay.

THE COURT: I don't want you to be fearful of that, but I don't think it ever hurts to discuss the possibility of resolving something consensually.

MR. AGELAKOPOULOS: My concern -- I don't want to prejudge what I'm going to hear. But if the recommendation is going to be, for example, that an examiner be appointed, the examiner is not the representative of the estate. At a minimum, he has to be ousted from possession. At a minimum, we think the case needs to be converted. I'm just letting the parties know. That's not going to be an acceptable answer to us, but we'll see what they say.

THE COURT: And you can certainly make I think quite cogently your argument why you think that the debtor should be ousted from control of the estate. I mean, I think that argument from what I've read has merit, so talk about it.

MR. AGELAKOPOULOS: Thank you --

THE COURT: Okay?

MR. AGELAKOPOULOS: -- your Honor.

THE COURT: Take however long you want, really, as long you're being productive and let me know. Okay?

MS. KUNG: We'll come back and let the Court know, your Honor.

THE COURT: Yeah.

Thanks.

MR. SCHWARTZ: Thanks, Judge.

THE COURT: You can step down, sir, for the moment.

(Colloquy not on the record.)

THE COURT: We'll be in recess.

THE CLERK: Thank you, your Honor.

All rise.

(Court concluded at 02:29:10 p.m.)

(Court reconvened at 03:40:41 p.m.)

THE COURT: Bankruptcy court is back in session.

(Colloquy not on the record.)

THE COURT: Good afternoon. Please be seated.

(Colloquy not on the record.)

THE COURT: So was any progress made?

MR. SCHWARTZ: I think so.

MS. KUNG: There was, your Honor. I'll turn it over to Mr. Schwartz.

THE COURT: Okay.

MS. KUNG: (Indiscernible) --

MR. SCHWARTZ: (Indiscernible) Schwartz, yes.

MS. KUNG: -- the last I checked.

MR. SCHWARTZ: Thank you. And sorry, your Honor. I'm just still chuckling in my head that the marshals told me I should get a haircut and a real job, but --

THE COURT: They're probably going to say the same thing to me.

MR. SCHWARTZ: Yes. Yes. So we have the framework of a marital settlement.

THE COURT: Okay.

MR. SCHWARTZ: We have one component of it that we need over time to flesh out on a cash component what we can do and then how we get there, so --

THE COURT: So you've settled the divorce.

MR. SCHWARTZ: Close, Judge. I think this would be a global settlement of the issues between the parties. That the trustee has binary issues, your Honor.

THE COURT: I understand.

MR. SCHWARTZ: So on that part, some of those can't

be resolved, but a few other places. So, one, on the marital settlement side of things, we were looking -- and we're prepared to go forward if the U.S. Trustee still wants to do cross.

THE COURT: Okay.

MR. SCHWARTZ: But we would look for four weeks or so to see if we can't flesh out this one other piece that we have to finish --

MS. KUNG: And coordinate --

MR. SCHWARTZ: -- (indiscernible).

MS. KUNG: -- with the family court.

MR. SCHWARTZ: Correct, your Honor. And coordinate with the family court, so we can wrap all that up, one. Two, Mr. Agwara, the debtor, is prepared to hire a CFA slash controller type, and I can think of a couple to do a few things, one, deal with the trust account, the law firm trust account. Mr. Agwara and I have agreed that we'll do a joint letter to the Nevada Bar just to make sure they're aware of the issues that were raised today. Also, that controller will have check-signing authority outside of what Mr. Agwara receives of $10,000 a month as the number we agreed for his salary. He can do what he wants with those dollars, but no funds will be written other than his draw or salary, whatever you want to call it will be issued without the execution of a check that's signed by Mr. Agwara and by the controller. So in that way

while we're here in bankruptcy, we have the ability to regulate what's going and somebody else just says, yes, that's appropriate to be paid.

THE COURT: Okay.

(Colloquy not on the record.)

THE COURT: Counsel.

(Colloquy not on the record.)

THE COURT: I'm --

MS. KUNG: And just as a housekeeping matter, your Honor, we had sent a previous letter dated February 26th addressing multiple issues, but we do need some clarification from you, so that we may proceed to reach a global settlement with the family court. The family court has been -- Mr. Libo (sic) has made various statements to the family court that has caused the family court great concern with regards to issuing anything despite the fact that we have the comfort life-stay orders. So at some point in time, I'd like to prepare a simple order, run it by counsel, and upload it to you fleshing out some of the issues, just confirming with the state court, family court, that they can go ahead and do the marital distribution and make findings of fact and the whole nine yards, and that that does not --

THE COURT: Who --

MS. KUNG: -- violate --

THE COURT: Who is the family court judge?

MS. KUNG: It is Judge Ochoa.

THE COURT: Oh.

MS. KUNG: And there was a previous letter sent to you, courtesy copy to counsel dated February 26, 2014, that sets forth a pretty concise statement of the major issues that we were asked by the Court and the special master to bring to the Court's attention.

THE COURT: Okay.

MR. SCHWARTZ: It's a pretty concise statement in the four pages.

MS. KUNG: Yeah.

THE COURT: It's a --

MS. KUNG: That was concise.

MR. SCHWARTZ: A concise --

THE COURT: A different view --

MR. SCHWARTZ: -- four-page letter, your Honor.

THE COURT: -- of concise.

(Colloquy not on the record.)

THE COURT: Well, I do --

MS. KUNG: Single-spaced.

THE COURT: I do know Judge Ochoa and will be happy to talk with him in addition to doing this if he's got concerns, so --

MS. KUNG: And the special master, Jennifer Taylor (phonetic), if

THE COURT: And I don't know Ms. Taylor, but I'll be happy to talk to her, too.

MS. KUNG: Okay. That would be fantastic, your Honor.

MR. SCHWARTZ: And I think, your Honor --

THE COURT: So do you want me to call them? Is that what you're asking me to do?

MR. SCHWARTZ: Or a stip and order.

MS. KUNG: Yeah.

MR. SCHWARTZ: Would you prefer --

MS. KUNG: Probably.

MR. SCHWARTZ: -- a stip and order?

MS. KUNG: Why don't we --

THE COURT: You tell me.

MS. KUNG: I think what we can do is a simple stip and order. We'll run it by counsel, and then when we send it over we'll let them know that they can call you at their convenience as well.

THE COURT: It sounds good.

MS. KUNG: I don't want you to have to hold in the phone tree at family court. That's never good.

THE COURT: Oh.

MS. KUNG: You probably have a Jedi number, though, don't you?

THE COURT: No.

85

MR. SCHWARTZ: Bat --
THE COURT: I really don't, but --
MR. SCHWARTZ: The bat phone.
MS. KUNG: The bat phone.
THE COURT: It sounds fun.
MS. KUNG: Thank you, your Honor.
THE COURT: Yeah. I'm also capable of walking over to the family court and just chatting with them.
MS. KUNG: Oh, old school.
THE COURT: Yeah. I'm old school.
MS. KUNG: That would be fantastic.
THE COURT: It's been done.
MS. KUNG: Thank you.
MR. SCHWARTZ: I --
THE COURT: Okay.
MR. SCHWARTZ: I will stop there, your Honor, and then I think with respect to the concerns of the U.S. Trustee we certainly appreciate them. I think there's a notice issue we can cure in terms of the --
(Colloquy not on the record.)
MR. SCHWARTZ: -- issues with those parties that may have funds in the trust account. We can cure that problem. I heard counsel behind me comment about they have some concerns about whether they need to preserve their 523(a)(3) and (15) rights --

86

THE COURT: I --
MR. SCHWARTZ: -- by adversary. I think the answer's no, but, nevertheless, we have agreed to stipulate to continue 523 objection deadlines in the context of the case, so that they don't lapse, and that's something else that would go past Friday, so the Court's aware of that.
THE COURT: Okay.
MR. SCHWARTZ: But they will do that by stipulation and an order as well.
MS. KUNG: Okay.
MR. SCHWARTZ: And I think that's the universe of where we sit today pending comments from Mr. Agelakopoulos.
THE COURT: All right. Mr. Agelakopoulos. First off, is your family issue okay --
MR. AGELAKOPOULOS: It's --
THE COURT: -- and most importantly, actually?
(Colloquy not on the record.)
MR. AGELAKOPOULOS: Like so many other things in life, it's a work in progress.
THE COURT: Okay.
MR. AGELAKOPOULOS: That's about the (indiscernible).
THE COURT: Our good thoughts are with you.
MR. AGELAKOPOULOS: Well, I appreciate that, your Honor. For the record, Athanasios Agelakopoulos, United States Department of Justice, Office of the U.S. Trustee on behalf of

87

Region 17 Trustee, Tracy Hope Davis.
With respect to the issue that's presently before the Court, the debtor filed a motion seeking a voluntary dismissal. He admits that there's cause to act under Section 112(b)(1). The only issue before the Court is what's in the best interest of creditors and the estate. I don't think that the settlement, any settlement, that's reached between one creditor and the estate's representative is dispositive of the issues of whether he should remain in possession of his estate. The allegations before the Court and the evidence before the Court raise very serious concerns regarding false oaths that have been made with respect to Mr. Agwara's schedules, 727(a)(3) issues, the failure to keep them preserved, the books and records. There are grounds to sustain an objection to his discharge, and we don't think that the concerns as outlined here satisfy our office's concerns with respect to our review of his trust account. The fact that the parties have agreed that someone else is going to have signing authority over his trust I think is the --
THE COURT: Well, let me just address that issue because I did have a concern about that myself. I don't know. I know this wasn't part of your agreement, but I would be more inclined to do this if Mr. Agwara did not have signing authority on his checking account. That he had to have it done bit businessperson. And the reason I say that is practical

88

experience as a lawyer sometimes is that you could put a two-signature check program in, but banks will oftentimes have provisions in their contracts that says, yeah, well, if we don't follow that that's too bad, so I would be much more comfortable if the signing ability was taken away from Mr. Agwara and handed to some third party that you pick. I don't know that that would necessarily restrain his business. Certainly, that would be some costs associated with that, and the person would have to be readily available to do that, but I would be a lot more comfortable given the testimony I've heard and given my experience with dual-signing accounts if something like that happened.
MR. SCHWARTZ: And I appreciate that, your Honor. I guess my comment to that point would be if Mr. Agwara actually signed a check that wasn't consigned by whoever the controller was that was then cashed. That certainly would be postpetition violation of his fiduciary duties that would waterfall into a world of trouble, and I guess --
THE COURT: Well, let's --
MR. SCHWARTZ: -- if it --
THE COURT: Let me make a hypothetical. Let's say there's $400,000 in the trust account. Mr. Agwara signs a check on Friday night. He does a wire transfer out of the account on Friday night to someplace somewhere that ends up in Nigeria, and he decides to go vacation there for an extended

period of time. I am not suggesting that he will do that.

MR. SCHWARTZ: Right.

THE COURT: But I'm going to feel real bad and unhappy. You guys are going to look dumb, so that's my concern, and it's just too easy to transfer money away these days, so I think I would make that a condition of this stipulation, and I think Mr. Agwara would have to agree to that, but I think that would be a condition precedent, and I think that satisfies most of your current issues. I'm not saying we're not abandoning the issue of discharge or dischargeability in this case, but I think that does solve your immediate issue.

MR. AGELAKOPOULOS: I don't want to put myself in a position where I'm arguing with and not to the Court, but I think --

THE COURT: You could argue --

MR. AGELAKOPOULOS: -- the fact --

THE COURT: You can argue with the Court.

MR. AGELAKOPOULOS: No. No. The fact that the parties have to agree, the money parties have to agree, that a Chapter 11 debtor in possession in order to stay in possession now has to relink wish authority --

THE COURT: Control.

MR. AGELAKOPOULOS: -- and control to sign checks, I think that speaks volumes about what's happened here.

THE COURT: I do, too.

MR. AGELAKOPOULOS: The level of misconduct here -- forget about what happened outside of bankruptcy for a second under 28, 950, 959(b), Mr. Agwara is a debtor in possession under the code, and he is required to run his business in accordance with the requirements of local law. Forget about what he did outside of bankruptcy. By statute as the estate's representative, he was required to do that. It's been established here he did not in terms of managing his trust account, for example, so that hasn't happened.

In addition to that, what we've learned only by way of examining the debtor is that entities that hold an interest in or claim against trust funds, trust funds, funds that he claims he holds in trust, were not scheduled in this bankruptcy. What does that mean? Here's what it means.

In order to have a trust relationship, he has to know who he's holding the money in trust for, so he knows it. He just didn't disclose it. That's clearly a false oath. Schedule F required him to list all of his creditors, all of them. And under the Ninth Circuit's rules, when a debtor in possession or a trustee holds only the bare legal title to property under Section 541(d), he was under an affirmative duty to return the property to the beneficial holders immediately as was the Court's question to him. He didn't do that. He hasn't even notified them of this bankruptcy. So the idea that he gets to

stay in possession of his estate on these facts with this level of his conduct and the admissions that are necessarily bound up in the settlement agreement that's been put before the Court, the only question under the statute is there cause to act that's admitted and what's in the best interest of the estate. We don't have an estate representative here who can speak on behalf of the estate. He has failed to discharge his duties as a debtor. Forget a debtor in possession. Section 521(a)(1) required him to file a list of all of his creditors. He didn't do that, so he hasn't met his statutory duties as a debtor. Forget a debtor in possession. Under the Ninth Circuit's decision in Woodson (phonetic), he's required to turn square corners with his creditors. He hasn't done that here. He didn't even notify them. So the idea that he gets to stay in possession of his estate on the theory that he is going to hire somebody else, your Honor, I -- I think under the BAP's decision in Wrang (phonetic) when we apply those factors I think conversion is the appropriate remedy because it does two things. It ousts him from possession, gets a disinterested trustee in the case as the estate's representative, and ultimately puts somebody in place who will actually seek out not just for the ex-wife or his current spouse who's in a divorce litigation in the family court who is also an insider under Section 101(31) (phonetic), so that's not an estate representative. She doesn't purport to speak for all of the

creditors here. I understand she's advancing her interests, but there's also the estate's interests. Who's speaking on behalf of the estate, the debtor who violated his duties, the statutory insider? I mean, what's in the estate's interest is to get a disinterested representative at the helm of the estate, convert it to Chapter 7, and get somebody in there who's actually going to trace out for the benefit of creditors, and they'll have fiduciary duties under 704(a)(1) through I think (a)(12) to their creditors of the estate, and they'll be able to trace out whatever the allegations are in terms of inappropriate transfers or mismanagement of accounts, but the issue before the Court today, the issue of cause is admitted, and nobody who proffered this settlement has explained how this is in the best interest of creditors, plural, and the estate. No one has even proffered why that's in the best interest of anybody here. I understand it's in the best interest of the money parties, and I understand it might be in the debtor's interest to remain in possession of his estate, but nobody's even made any showing as to what's required under the statute and how the best-interest test is satisfied here.

Conversely, on the other scale, we have all of the misconduct, the false oaths, the failure to keep records, and I will be happy to cross-examine him and to show the Court just exactly how far back the false oath goes because our position is it goes back to the day the petition was filed.

THE COURT: Please go ahead.

MR. AGELAKOPOULOS: Okay.

CROSS-EXAMINATION

BY MR. AGELAKOPOULOS:

Q. Mr. Agwara --

THE COURT: Just wait for one second.

And anybody tell me off the top of their head what docket number the amended schedules are?

(Colloquy not on the record.)

MR. AGELAKOPOULOS: Docket No. 141.

THE COURT: Thank you. I was way back --

MR. SCHWARTZ: (Indiscernible) not (indiscernible).

THE COURT: -- in the 30s, so --

MR. AGELAKOPOULOS: The amended schedules.

MR. SCHWARTZ: Oh.

MR. AGELAKOPOULOS: The amended petition, schedules, and SOFA were filed on March 5th, 2014, at Docket No. 141, but there's an issue we have with that, too --

THE COURT: Sure.

MR. AGELAKOPOULOS: -- which we'll get to.

THE COURT: Could you print me a copy of that, please.

MR. AGELAKOPOULOS: It's in the binder.

THE COURT: Oh, it is. Okay.

MR. AGELAKOPOULOS: It's tab 8 in the U.S. Trustee's

binder.

THE COURT: Okay. Thank you.

MR. AGELAKOPOULOS: Now --

THE COURT: Okay. Go ahead. I'm sorry. I interrupted you.

MR. AGELAKOPOULOS: I'm sorry.

BY MR. AGELAKOPOULOS:

Q. Mr. Agwara, a couple of threshold issues.

THE COURT: The only problem is I don't have a tab 8.

MR. AGELAKOPOULOS: Oh.

MR. SCHWARTZ: I think it's tab 9, your Honor.

THE COURT: Okay.

MR. SCHWARTZ: There is --

THE COURT: Okay. Tab 9.

MR. SCHWARTZ: There is a missing --

THE COURT: Thank you.

Sorry.

MR. SCHWARTZ: I'm also missing 8, no 8.

THE COURT: We just skipped 8. It's okay. Not a problem.

Go ahead.

MR. AGELAKOPOULOS: I apologize, your Honor.

THE COURT: We could make that transition.

(Colloquy not on the record.)

MR. AGELAKOPOULOS: All right.

BY MR. AGELAKOPOULOS:

Q. Mr. Agwara, do you understand you're still under oath?

A. Yes.

Q. Okay. Recently, do you recall appearing at the meeting of creditors on or about March 27th of this year and testifying at that meeting?

A. Was that the first one or the second one?

Q. The second meeting.

A. Yes.

Q. Do you recall being asked at that meeting about whether you had recently formed any business entities with the Nevada Secretary of State?

A. Yes.

Q. Have you formed any entities recently with the Nevada Secretary of State?

A. Yes.

Q. Can you please tell the Court what entity you formed and when?

A. I don't remember the exact date, but it's Agwara & Associates, Limited.

Q. Well, I have the printout from the Secretary of State's Office, and what if were to represent to you that on March 11th of 2014 you filed with the Secretary of State an entity known as Agwara & Associates, Limited? Do you recall that?

A. That's what I just said, yes.

Q. Did you form that entity?

A. Yes.

Q. Did you have the -- you didn't have the assistance of a lawyer forming that entity, did you?

A. No.

Q You formed it yourself, right?

A. That's correct.

Q. Okay. So, now, you were asked quite a few questions regarding your monthly operating reports, Dockets 135, 136, and the March report that was recently filed. Do you recall those reports? Do you recall the questioning you were subjected to with respect to those reports?

A. Yes.

Q. My question for you here is as follows. Mr. Agwara, did you actually sign off on any of your monthly operating reports in ink before they were filed with the bankruptcy court?

A. No.

Q. Well, I just want to make sure I understand this. You didn't sign in ink, you didn't sign off in ink, on any of the monthly operating report it's you filed in this case.

A. No. And that has been my testimony all along, no. What happened was they were asked for about --

Q. I just asked a yes-or-no question, Mr. Agwara.

A. Okay.

Q. So you didn't sign them, did you?

97

A. Not in ink.

MR. AGELAKOPOULOS: Okay.

THE COURT: Did you sign them in pencil?

THE WITNESS: Your Honor, no. I was asked for -- to give authorization, so they could file it electronically with my electronic signature. I gave -- I gave that authorization, and that's consistent with my testimony in both 341s.

BY MR. AGELAKOPOULOS:

Q. So it's your understanding, then, that there isn't an original signed copy of your monthly operating reports anywhere.

A. I -- you know, it's possible that I may have signed it after the fact, so I can't tell you --

Q. Well, I'm not asking you about what's possible after the fact.

A. Okay.

Q. I'm asking you about before they were filed.

A. Before, they were not signed in ink, no.

Q. Okay. Now, with respect to your contention -- do you have the binder in front of you?

A. Yes.

Q. Could you please turn to tab No. 10. I need you to turn to page 6 of 8, paragraph 12, lines roughly 2 through 3. Let me know when you're there.

A. Go ahead.

98

THE COURT: 2 through 3?

MR. AGELAKOPOULOS: Yeah.

THE WITNESS: Paragraph 8, right?

BY MR. AGELAKOPOULOS:

Q. Paragraph 12.

A. 12, I mean. Sorry.

Q. Page 6 of 8 --

A. Um-h'm.

Q. -- Docket No. 159, tab 10.

A. Okay. I'm there.

Q. Okay. Now, I'm going to represent to you that this is the reply that was filed by your counsel to among other things our office's objection to your request for a voluntary dismissal. Are you familiar with this document?

A. Yes.

Q. Okay. And you authorized your client to file this on your behalf, right?

A. You mean --

THE COURT: Attorney.

THE WITNESS: -- my counsel.

THE COURT: His counsel.

MR. AGELAKOPOULOS: I'm sorry.

MR. SCHWARTZ: (Indiscernible) said (indiscernible).

THE COURT: You had Mr. Schwartz as the client.

MR. AGELAKOPOULOS: All right. Okay.

99

THE COURT: It's okay.

MR. AGELAKOPOULOS: I'm sorry.

THE COURT: It's really okay.

BY MR. AGELAKOPOULOS:

Q. You authorized the estate's lawyer to file this on your behalf, correct?

A. That's correct.

Q. Okay. Now, could you please read the first sentence for me of paragraph 12.

A. "With respect to the notice argument, when the debtor originally filed, he believed only his ownership of his law practice to be a part of this bankruptcy."

Q. Okay. Now, I want you to turn to paragraph 3 --

A. That's --

Q. -- of --

A. Hang on.

Q. -- the same document --

A. Okay.

Q. -- paragraph 3, page 2 of 8, tab 10, Docket 159.

A. Paragraph 3?

Q. Yeah.

A. What page?

Q. Page 2 of 8.

A. And -- and by the way, that statement is -- is incorrect, the one I just read.

100

Q. Well, we'll get to that.

THE COURT: So 3, the second, is it starts out second, to the extent?

MR. AGELAKOPOULOS: Yes.

THE WITNESS: Page 3 (sic)?

MR. AGELAKOPOULOS: Yes.

THE COURT: Page 2.

BY MR. AGELAKOPOULOS:

Q. Page 2 of 8 --

A. Um-h'm.

Q. -- paragraph 3, roughly line 17 through 22. Do you see that?

A. Yes.

Q. Okay. Will you please read the second sentence of that paragraph.

A. "The debtor testified that it is his belief that his law practice is separate."

Q. Okay. So in the same document, we have two different stories, so which one is it?

A. Well, the first one is incorrect. I have stated so. I've never -- if I knew that this -- the law practice was going to be part of the estate, this -- this would not have been filed, and I'm assuming that you recall the explanation for the filing for the petition being filed.

Q. I apologize. I apologize, Mr. Agwara. My question to you

is which one is correct.
A. The -- this paragraph 3, the -- the -- the practice is not part of the estate.
Q. So when you originally -- so I just want to make sure I understand your testimony. So when you originally filed, you thought your law practice -- you're stating your belief was that was a separate entity that wasn't in bankruptcy; is that correct?
A. That's correct.
Q. Okay.
A. Yeah.
Q. Now, are you familiar with the bankruptcy court's order that was entered in this case that required you to produce documents related to your trust account?
A. Yes.
Q. Okay. Did you or your counsel ever advise the Court of your position at that point that your law practice and its related trust account were not in bankruptcy? You didn't do that, did you?
A. Well, I -- I don't know what my counsel advised the court of, but I will tell you this much. The --
Q. Let me --
A. The --
Q. I apologize.
A. Let me --

Q. Just let me --
A. -- answer your question.
Q. Let me rephrase. Did you --
A. Okay.
(Colloquy not on the record.)
BY MR. AGELAKOPOULOS:
Q. Did you ever file anything with the court in response to that order that said that your law practice and its related trust account were separate entities not in bankruptcy? Yes or no?
A. No. But that's not for lack of trying. I made it very clear to my counsel that I didn't think that the law practice -- it was never my belief that it was part of my personal bankruptcy estate. Now, am I a bankruptcy attorney? No. I don't do bankruptcy, but the -- the point is that it's -- that has always been my belief and position, and I -- I don't think I've --
Q. Always?
A. Yes. Always. Now, in spite of the typo or the mistake that is contained in here, that -- that has never changed.
Q. So I don't want to misstate your testimony. You say it was always your belief that your law practice was never in this bankruptcy.
A. No. It was not part of my personal bankruptcy.
Q. Okay. And you've held that belief throughout your

bankruptcy case; isn't that right?
A. Yes.
Q. Okay. Now, please turn for me to tab 2, your schedules. And just so I understand, this is your alleged justification for why you didn't schedule the trust claimants in this case, right?
A. It's not alleged. It is, yes. That's -- that's the reason I did not.
Q. Well, turn for me to page 29 of 42, Docket No. 20, tab No. 2. Let me know when you're there.
A. What's the page number?
Q. Page 29 of 42.
A. Okay. I'm there.
Q. Okay. Look. Do you see line 7 which reads regular income from the operation of business or profession or farm? Do you see that?
A. Yes.
Q. And it was $34,599, correct?
A That's correct.
Q. That's your law practice, right?
A. Yes. And --
Q. Turn to page 30 of 42, the same tab number, the same ECF number, line No. 16 --
A. Um-h'm.
Q. -- the line item that reads regular expenses from operation

of business, profession, or farm. It lists $26,086.
MR. SCHWARTZ: Objection. Asked and answered. The debtor's already testified to all these numbers, your Honor.
MR. AGELAKOPOULOS: Not for me, he hasn't.
THE COURT: Not for him, he hasn't.
THE WITNESS: Yes. I see it.
BY MR. AGELAKOPOULOS:
Q. Do you see that?
A. That's correct.
Q. That's your law practice, right?
A. Yes.
Q. All right. Turn to SOFA 1 on page 32 of 42, Docket No. 20.
A. 32?
Q. 32 of 42, question 1. Let me know when you're there.
A. Go ahead.
Q. You report for calendar year 2012 $102,135 with a description debtor business income.
A. Well, that description is wrong.
Q. That's your law practice, right?
A. No. That's my personal income.
Q. Personal income?
A. That's correct.
Q. So the description's wrong.
A. That's correct.
THE COURT: How about for 2011? Is that incorrect

also?

THE WITNESS: That is incorrect also, your Honor.

MR. AGELAKOPOULOS: Okay.

BY MR. AGELAKOPOULOS:

Q. Now, you filed amended schedules in this case, right?

A. I -- I believe my counsel did, yeah. They filed one.

Q. Well, turn to tab, then, 8 for me.

THE COURT: 8 also known as 9?

MR. AGELAKOPOULOS: I'm sorry. This is Docket No. 141. It's tab 8 in my binder. It might be tab 9. This is Docket No. 141. It's a 22-page document filed on March 5th, 2014.

BY MR. AGELAKOPOULOS:

Q. Mr. Agwara, let me know when you're there.

A. I'm there.

THE COURT: Docket No. 141.

MR. AGELAKOPOULOS: Okay.

BY MR. AGELAKOPOULOS:

Q. Now, I need you --

THE COURT: Hold on. Hold on. Hold on.

MR. SCHWARTZ: Yeah. Which page?

THE COURT: I have --

MR. AGELAKOPOULOS: Well --

THE COURT: Starting at -- I'm not sure I have it

THE WITNESS: That's the amended petition.

THE COURT: Starting at page 4, I have Doc. 73, 5, Document 85, 6, Docket 97 --

MR. AGELAKOPOULOS: Um-h'm.

THE COURT: -- docket 114, no 9, so 8, 9, Docket 141.

MR. AGELAKOPOULOS: That's the one, Docket --

THE COURT: I'm sorry.

MR. AGELAKOPOULOS: -- Docket 141.

THE COURT: I wasn't listening well. I'm sorry.

BY MR. AGELAKOPOULOS:

Q. And, Mr. Agwara, could you please turn to page 14 of 22 of that document. SOFA Question 1, the question that requires you to disclose your gross income, do you see that?

A. Yes.

Q. Now, that lists $102,135 with a description debtor business income.

A. Again --

Q. That's your law practice, isn't it?

A. No. That's my personal income, and my counsel has the description wrong.

Q. So did you review this before it was filed with the bankruptcy court?

A. I think I did, yes, and I --

Q. And did you actually sign any of these amended documents in ink before they were filed with the bankruptcy court?

A. The petition or the -- the schedules?

THE COURT: His question was any.

MR. AGELAKOPOULOS: If it pleases the Court, we can work --

THE COURT: No.

MR. AGELAKOPOULOS: -- each --

THE COURT: He can answer your any question first.

MR. AGELAKOPOULOS: Oh, sure.

THE WITNESS: My recollection is that the -- the -- if it's a petition, I signed it in ink before it was filed. But if it's a schedule, no.

BY MR. AGELAKOPOULOS:

Q. Do you recall testifying at the continued meeting of creditors held -- actually, the first meeting of creditors held on March 6th, 2014. Do you recall testifying at that meeting of creditors?

A. Yes.

Q. Do you recall your testimony with respect to whether you signed these documents from that meeting?

A. Yes.

Q. You testified that you didn't sign any of these documents before they were filed with the bankruptcy court, didn't you?

A Not the petition. I did say I signed the petition in ink before it was filed, but the schedules, no, not before they were filed.

Q. Okay. What about the statement of financial affairs? Did

you sign off on the declaration concerning that document? And let me call your attention specifically to the page, page 22 of 22, Docket 141. We see an electronic signature. Mr. Agwara, did you actually sign this document in ink before it was filed with the bankruptcy court?

A. I don't believe so.

Q. Moving on. Please turn to tab 3, Docket No. 21, page 1 of 9 and let me know when you're there

A. I'm there.

Q. This is your --

THE COURT: 1 --

BY MR. AGELAKOPOULOS:

Q. -- Chapter 13 --

THE COURT: 1 of 9?

BY MR. AGELAKOPOULOS:

Q. -- means test for --

MR. AGELAKOPOULOS: I'm sorry?

THE COURT: 1 of 9?

MR. AGELAKOPOULOS: Page 1 of 9.

THE COURT: Okay.

MR. AGELAKOPOULOS: I apologize.

BY MR. AGELAKOPOULOS:

Q. Page 1 of 9. Look at line 2, gross wages, salary, tips, bonuses, overtime, commissions. You report zero dollars. Isn't that what that reads?

A. That's what it reads.
Q. Okay. Look at line 3-A, gross receipts, $34,599, gross receipts. Do you see that?
A. Yes.
Q. That's your law practice, right?
A. That's correct.
Q. Let's turn to page 7 of 9, the same document, line 57-A. Do you see that?
A Yes.
Q. It reads $26,088, correct?
A. Where are you looking at? I'm sorry.
Q. Line 57-A, page 7 of 9.
THE COURT: Where it says business expenses.
THE WITNESS: Yeah. I see that.
BY MR. AGELAKOPOULOS:
Q. That's your law practice, right?
A. I believe so.
Q. You believe so? What else would it be?
A. Counselor, I didn't prepare these forms.
Q. Did you sign this?
A. I -- I gave authorization. I must have.
THE COURT: So why did you authorize it if it was not accurate?
THE WITNESS: Well, your Honor, it -- the -- it depends on what the context was. If -- if --

THE COURT: Well, you authorized it. Let's start with that. Did you authorize this form?
THE WITNESS: I -- I believe I did.
THE COURT: And you say it's not accurate, correct?
THE WITNESS: Well, to the extent that the -- the -- the -- what is listed as business income, yes, it is accurate, but is it my belief that this petition -- did not include my -- my practice? Yes. And that's what counsel is trying to get. Now --
THE COURT: No. I'm just trying to get at why you signed documents that you think are not accurate. Why you authorized them to be filed.
THE WITNESS: Well, your Honor, it --
MR. SCHWARTZ: If I may, your Honor?
THE WITNESS: It is accurate. It's 926,000, and then those are business and personal expenses.
MR. SCHWARTZ: Your Honor, if I may just to -- the B-22 is a form that is generated from schedules I and J.
THE COURT: Okay.
MR. SCHWARTZ: It's reviewed by the debtor. It's not a form that you naturally review to the extent I think counsel's asking the witness to testify about it. It's a form that's a product of the schedules and statements that's used in a Chapter 13 case. It's not anything Mr. Agwara would ever naturally see. I mean, the B-22 is a tough form for anybody.

THE COURT: It is a tough form. I understand that. Okay.
MR. SCHWARTZ: So it's certainly explained to the debtors before they sign them, but, I mean, it's natural that he wouldn't know what the heck this is, your Honor. He would never see it probably again in his life and may never see it in an 11.
THE COURT: Okay.
BY MR. AGELAKOPOULOS:
Q. Well, we'll leave legal argument to the side, but let's talk about what's actually on the form. Can you turn to page 8 of 9 for me, please. Do you see the declaration included in item 6?? Can you please read that into the record.
A. "I declare under penalty of perjury that information provided in this statement is true and correct."
Q. Did you sign this document before it was filed with the bankruptcy court?
A. No.
Q. H'mm. Let's go back to tab 2, Docket No. 20, page 42 of 42.
A. Okay.
Q. Could you please read the title of that document for me.
A. Statement of financial affairs?
Q. No. Page 42 of 42 of Docket 20.
A. 42 of 42?

Q. Yeah.
A. "Verification of creditor matrix."
Q. Could you please read the next line for me.
A. "The above-named debtor hereby verifies that the attached list of creditors is true and correct to the best of his or her knowledge."
Q. We'll represent to the Court that there is no matrix attached at Docket No. 20. And if the debtor disagrees, could you please point me to where on Docket 20 you have attached the creditor matrix.
A. I -- I don't even know what a matrix is.
Q. Okay. Well, let's turn to tab No. 1, then, so I can show you what a matrix is. Turn to page 7 of 12 of Docket No. 1.
A. Page what?
Q. 7 of 12, Docket No. 1. Let me know when you're there.
A. I'm there.
Q. Now, if you flip through from page 7, 8, 9, 10, 11, and 12, do you notice anything missing there, Mr. Agwara?
A. What do you mean anything missing?
THE COURT: Well, let's have him identify what he thinks it is first.
MR. AGELAKOPOULOS: Yeah.
MR. SCHWARTZ: And I would object, your Honor, to the extent he's asking the witness. (Indiscernible) lawyer to call for a legal conclusion about bankruptcy. He's not a bankruptcy

lawyer.

THE COURT: What do you think -- look at 7 through 12.

THE WITNESS: It's a list of names, and it looks like a list of my creditors.

MR. AGELAKOPOULOS: Okay.

THE COURT: Okay.

BY MR. AGELAKOPOULOS:

Q. But you don't see a verification of the matrix at Docket No. 1, do you?

A. No.

Q. No? Because it's not there, right?

A. No. I don't --

Q. Okay.

A. I don't see it, I mean.

Q. Okay. And then at Docket No. 20 where we do find the matrix verification, page 42 of 42, there's no attached list.

A. Counselor, if you have a problem with how my lawyers --

THE COURT: No. Answer his question.

THE WITNESS: What was the question?

THE COURT: He says there's no list attached --

THE WITNESS: To what?

THE COURT: -- Document 20.

BY MR. AGELAKOPOULOS:

Q. Page 42 of 42.

A. There's -- I don't see a list, no.

Q. Okay. So based on those answers, you've never filed a verified matrix of creditors in this case, correct?

MR. SCHWARTZ: Objection. It calls for a legal conclusion, and that's --

THE COURT: Have you --

MR. SCHWARTZ: He's --

THE COURT: Have you verified a matrix, sir?

THE WITNESS: You mean the list?

THE COURT: Yeah.

BY MR. AGELAKOPOULOS:

Q. Of creditors.

THE COURT: Have you verified a list of creditors?

THE WITNESS: I -- I don't recall verifying one, but I -- I may have.

MR. AGELAKOPOULOS: If it pleases the Court, I'll deal with that in my legal argument, but --

THE COURT: Sure.

BY MR. AGELAKOPOULOS:

Q. Now, you also told the Court -- here I'm looking at tab No. 5 of your binder, Docket No. 85, page 1 of 2 --

A. Yes.

Q. -- paragraph 2, the last sentence. Let me know when you're there.

A. Yes, I'm there.

Q. Do you see that?

A. Yes.

Q. Could you read that last sentence into the record, please?

A. "On September 18th, 2013, I filed my complete schedules and statements and Chapter 13 plan of reorganization."

Q. That's not true, is it?

A. I -- I don't know.

Q. You don't know?

A. I --

Q. You're testifying to it in your declaration. It says you filed complete schedules.

A. Counselor, I -- my --

Q. That's not right, is it?

A. Are you going to let me answer the question? Okay.

Q I'm asking --

A. If --

Q. -- a yes-or-no question.

A If my -- if my attorneys tell me that they have filed it, then I have every reason to believe that they did.

Q Well, I'll tell you what. Let's turn to page 2, then.

A. Uh-h'm.

Q. Let me know when you're there.

A. I'm there.

Q. Look around line 12 of that document. Do you see where it reads pursuant to 28, USC? Could you please read that sentence

into the record.

A. "Pursuant to 28, USC, Section 1746, I declare under penalty of perjury that the foregoing is true and correct."

Q. Okay. So you testified under penalty of perjury in this declaration that you filed complete schedules with the bankruptcy court, correct?

A. That's correct.

Q. Now, that's not correct, is it?

A. I -- I don't know --

Q. Okay.

A. -- I mean, what schedules are listed.

Q. There isn't a question pending. You haven't filed amended schedules to this date to list any of these creditors in your bankruptcy case; isn't that right?

A. What creditors?

MR. SCHWARTZ: Yeah. Please clarify what creditors.

BY MR. AGELAKOPOULOS:

Q. You have not filed amended schedules in this bankruptcy case to disclose the identities and amounts owed to any entities that have an interest in or claim against any funds you hold in trust, isn't that right --

A. That -- that is correct.

Q -- even though you've testified that you know the identities of these people?

A. Testified today or previously?

117

Q. Okay.
A. I told you at --
Q. We'll do it that way.
A. -- at -- at the -- I believe at the 341 I -- I did tell you that I can ascertain the identities when I go back and look -- look -- go back and look through the records. And if you'll recall, I've testified today that about half of the people we -- we can't find, so the money has to sit there. How am I going to notify the --
Q. Maybe I'm not being clear. My question was do you know the identities of the people for whom you hold money in trust. Yes or no?
A Well, I have that information in my office.
Q. Is that a yes or a no?
A. I guess that's a yes, but not off my head. That's what I'm trying to explain.
Q. So --
A. As I sit here, can I read the names off to you? No.
Q. So you could readily ascertain the identity of the entities for whom you are holding money in trust, correct?
A. That's correct. That's correct.
Q. Okay. And you haven't amended your schedules as of this date to identify these people.
A. That's correct.
Q. Okay. Now, with respect to the documents that you produced

118

in response to the Court's order -- I want to take you here. Turn to tab 10, ECF No. 156, page 6 of 8, paragraph 14, roughly lines 27 through 29. Let me know when you're there.
A. I'm there.
Q. The sentence that begins as these documents, could you read that sentence into the record.
A. "As these documents are part of the client file, he considered them to be privileged information."
Q. Okay. The he there is referring to you; isn't that correct, Mr. Agwara?
A. I --
Q. The pronoun he refers to you?
A. I imagine so. I haven't read the preceding paragraphs.
Q. Well, this is the reply --
THE COURT: Well, no. Let him --
BY MR. AGELAKOPOULOS:
Q. -- that was filed --
THE COURT: Let him read --
BY MR. AGELAKOPOULOS:
Q. -- on your behalf.
THE COURT: Let him read the preceding paragraph. Let him read the rest of the paragraph.
MR. AGELAKOPOULOS: Okay.
THE WITNESS: I believe it refers to me.
MR. AGELAKOPOULOS: Okay.

119

BY MR. AGELAKOPOULOS:
Q. Now, did you ever inform any of the parties who had received documents pursuant to the Court's order -- you didn't notify of the parties that you were withholding documents on the basis of the attorney/client privilege, did you?
A. No. And I wasn't.
Q. Well, that's what that says. You didn't produce them because you thought it was privileged information.
A. The --
Q. That's what it says, right?
A. No. I didn't produce them because I didn't have them.
Q. So you're saying --
A That maybe --
Q. -- that --
A. That --
Q. -- statement's incorrect.
A. That may be argument by counsel, but that's not -- that's not a declaration by me.
THE COURT: Let me ask a question here.
The documents referring to -- and I'm reading from the pleading. It says as these documents are part of the client file he considers them to be privileged information. In other words, the debtor can create trust-account information and transactions file by file when asked. Is that what that says?
THE WITNESS: I believe that's what it says,

120

your Honor.
THE COURT: And you just said you don't have that information?
THE WITNESS: No, no, no. The -- they're talking about ledger or receipt book.
THE COURT: No. Not in the --
THE WITNESS: If you'll --
THE COURT: In the last -- the sentence I just read to you, they aren't. Do you have the information that's described in that last sentence I just read?
THE WITNESS: Oh, wait a minute. "The documents the debtor brought with him to the initial debtor interview."
THE COURT: No. Read the last sentence, "As these documents are part of the client file," comma, "he considered them to be privileged information," period. "In other words, the debtor can recreate trust account information and transactions file by file when asked." That --
THE WITNESS: I understand, your Honor, but it's referring to the documents I brought with me to the --
THE COURT: Okay.
THE WITNESS: -- to the initial debtor interview.
MR. AGELAKOPOULOS: Okay.
BY MR AGELAKOPOULOS:
Q. Well, let's stack there, then. Did you --
A. That's what I was referring to.

Q. Did you withhold documents from the production that you turned over to our office and to the creditor --
A. No.
Q. -- on the basis of the attorney/client privilege?
A. No. Because it was sealed.
THE COURT: Okay. These are the documents that were produced under seal, correct?
THE WITNESS: That's correct, your Honor.
THE COURT: Okay.
MR. AGELAKOPOULOS: Right.
BY MR. AGELAKOPOULOS:
Q. But it reads, "The debtor brought with him to the initial debtor interview and the meeting of creditors were documents from individual client files which he used to aid in his explanation of the trust-account balances and transactions." Did you turn those documents over as part of your document production?
A. What document are you talking about?
THE COURT: Yeah. I'm not following this. We're talking about the initial production at the --
MR. AGELAKOPOULOS: Right.
THE COURT: Any -- or not any.
MR. AGELAKOPOULOS: Right.
THE COURT: But the initial --
MR. AGELAKOPOULOS: Right. I'm asking him about the

third to last sentence in paragraph 14. We'll start there because that's where the witness testimony went.
BY MR. AGELAKOPOULOS:
Q. "The documents the debtor brought with him to the initial debtor interview and the meeting of creditors were documents from individual client files which he used to aid in his explanation of the trust account balances and transactions."
A. That's -- that's incorrect. I -- first of all, I don't even --
Q. Oh, so that's incorrect, too.
A. Yes. It is incorrect. At the initial debtor interview, I don't think I brought any documents. Maybe the 341. Okay?
Q. Mr. Agwara, you understand you're testifying under oath here today, right?
A. Yes, I do.
Q. And your testimony is you didn't bring any documents with you to the initial debtor interview.
A. I -- well, I don't --
Q. Is that correct?
A. I don't recall bringing any documents that would be privileged that --
Q. So where did that --
A. -- that --
Q. So you said you reviewed this, right? You authorized the filing of this, but now you're saying that this is wrong?

A. This statement is incorrect. That's what I'm telling you.
Q. So just so I'm clear -- so just so I'm crystal clear about your testimony, your testimony is you didn't bring any documents with you to the initial debtor interview.
A. That's not my testimony. I'm saying to the extent that I did it wasn't privileged. I didn't bring anything to that meeting that I claimed privilege over.
Q. So the next sentence that reads, "As these documents are part of the client file, he considered them to be privileged," you're stating --
A. That --
Q. -- that that's wrong?
A. That's incorrect, yes.
Q. Okay.
A. And I believe it was Mr. McClendahan that was with me at the IDI.
Q. Hmm. So you never withhold any documents on the basis of the attorney/client privilege?
A. No. Not pursuant to whatever I was ordered to give. I gave everything I had. No. I didn't withhold any information.
Q. The Court's query went to the last sentence which is where I'm going to direct your attention now, the sentence that begins with in other words. Can you please read that sentence into the record.
A. I -- I thought it was already read into the record. "In

other words, the debtor can recreate trust account information and transactions file by file when asked."
Q. Is that a correct statement?
A. Yes.
Q. So that one's correct.
A. That's correct.
Q. The other ones weren't.
MR. SCHWARTZ: Objection. Asked and answered.
THE WITNESS: You can't -- so are you arguing with me? No. I've answered your question, please. This one is correct, yes.
MR. AGELAKOPOULOS: All right.
THE COURT: I don't know one way or the other.
MR. SCHWARTZ: I can't --
THE COURT: But --
MR. SCHWARTZ: He's asked so many questions of which are correct that --
THE COURT: He's made the point.
MR. AGELAKOPOULOS: All right
THE COURT: He's answered. Move on.
MR. AGELAKOPOULOS: Okay.
BY MR. AGELAKOPOULOS:
Q. So in other words if you have to recreate it, that means you don't have it, right?
A. Have what?

Q. The trust account information and transactions file by file that you say you can recreate. It means you don't have it, right?
A. Well, if I don't have it, how is it that I can recreate it? Of course, I have the information.
Q. Oh, so, basically, your testimony is just so I understand you can recreate trust-account information and transactions file by file when asked. That's your testimony.
A. That's the argument my counsel made in the pleading --
Q. I'm not asking --
A. -- you're reading from.
Q. -- about the argument your counsel made. I'm asking you is that correct. Yes or no?
A. I can -- yes. I can recreate the files.
Q. Okay. When asked, correct? That's what that says, right?
A. That's what it says.
Q. And you just corrected me, and you said how could I recreate it if I don't have the information, right? That's what you just testified, right?
A. No.
MR. SCHWARTZ: All right.
THE COURT: I think you're becoming a bit argumentative.
MR. SCHWARTZ: Right.
THE COURT: And it's not really doing you that much

good, so I'd move on.
MR. AGELAKOPOULOS: Okay.
BY MR. AGELAKOPOULOS:
Q. Well, I guess my only question would mean if you have the information did you produce a trust accounting in response to the Court's order. If you have the information, and you can recreate it file by file, did you do that in response to the Court's order? Yes or no?
A. Yes. That's information that I handed over --
THE COURT: No, no. That wasn't his question.
THE WITNESS: -- the disbursement --
THE COURT: He asked you if you created an accounting from the information you had.
THE WITNESS: No. I did not create the accounting --
MR. AGELAKOPOULOS: Okay.
THE WITNESS: -- if that's your question.
MR. AGELAKOPOULOS: I apologize. That's the end of my questioning.
THE COURT: Okay.
MR. AGELAKOPOULOS: And then I guess we can proceed to legal argument if the Court --
THE COURT: Well, they may want to direct.
MR. AGELAKOPOULOS: Oh, no. I apologize. I understand, so I will pass the witness.
THE COURT: Counsel.

MR. SCHWARTZ: Certainly.
REDIRECT EXAMINATION
BY MR. SCHWARTZ:
Q. I'll try to go in order, Mr. Agwara, of the questions that the trustee's counsel was asking you. First, he asked you about an entity that was created in March, Agwara & Associates, Limited.
A. That's correct.
Q. Do you recall those questions?
A. Yes.
Q. Has anything occurred or been done with that particular entity to date?
A. No.
Q. That entity is simply a shell.
A. It's not even a full entity, yet.
Q. What do you mean by it's not a full entity, yet?
A. There is no list of officers because after creating which means filing the Articles of Organization I did talk to counsel -- it was you -- and you advised me to stop any further action to that as you believed that that would not be in line with the code.
Q. Understood and thank you. Did you set up that entity in an effort to begin to prepare to comply with some of the issues that we're concerned with today?
A. It was --

MR. AGELAKOPOULOS: Objection, your Honor. Leading.
THE WITNESS: It's my counsel.
THE COURT: Overruled.
But go ahead.
THE WITNESS: Sorry, your Honor.
THE COURT: It's in-between there someplace, and it's late in the day, but I don't think it was quite specific enough to be leading.
MR. SCHWARTZ: And, your Honor, I would stress that I allowed counsel to make --
THE COURT: No
MR. SCHWARTZ: -- the many questions --
THE COURT: No. There's no --
MR. SCHWARTZ: -- again --
THE COURT: There's no Even Steven rule in objections.
MR. SCHWARTZ: -- awfully argumentative.
THE COURT: It's --
MR. SCHWARTZ: Fair enough, your Honor. If there's no Even Steven rule, then I will keep that in mind going forward. (Indiscernible) even-respect rule.
BY MR. SCHWARTZ:
Q. Did you create that entity out of concern for some of the issues that have been raised here today?
A. Yes. Specifically, issues raised by the -- the trustee.

Q. Turning, then, to your 341 meeting, Mr. Agelakopoulos asked you many questions about that and your schedules and statements. Do you recall those questions?
A. Yes.
Q. Do you recall him asking you if you were ever signing any documents in ink?
A. Yes.
Q. And you broke up some of those questions if I recall between the petition and some subsequent amendments. Do you recall those answers?
A. That's correct.
Q. Do you remember during your first 341 meeting seeing any actual copies of the petition and schedules and statements? Back up. Do you recall that I --
A. I believe you showed me some copies of some documents that had my ink signature on them.
Q. Do you recall at your first 341 meeting I was representing you during that hearing?
A. Yes.
Q. And do you recall Mr. Agelakopoulos asking you about each one of these signatures during that hearing?
A. Yes, I do.
Q. Do you recall seeing copies of those same documents for me during that hearing?
A. Yes.

Q. Were any of those not signed in ink?
A. The one she showed me was signed in ink.
Q. And did that apply to every signature line Mr. Agelakopoulos showed you with respect to your petition?
A. You mean at the 341 or today?
Q. The first 341.
A. Yes, he did.
Q. Do you recall after that he showed you some other documents with your electronic signature on them that were filed subsequent to your petition?
A. That's correct. I do.
Q. Do you recall him asking you whether you authorized the use of your electronic signature on those documents?
A. Yes, he did ask.
Q. Do you recall your answers to those?
A. I -- I told him I authorized them.
Q. In connection with those documents that he questioned you about, did you also testify that you reviewed them?
A. That's correct.
Q. Did you also testify through via E-mail or some fashion that your electronic signature could be affixed to those documents?
A. Yes.
Q. So in your opinion --
MR. SCHWARTZ: Well, your Honor, I'll save that for

legal argument. I'm sorry.
BY MR. SCHWARTZ:
Q. So in the context of the procedure of the bankruptcy case, you've testified initially you thought your law practice was a separate company because it had its own EIN and it's own bank account as you understand it. Those issues aside, when the judge elected to grant your wife relief from the automatic stay to pursue her case in family court, did that change your view of what could be accomplished in bankruptcy?
A. Yes. And in addition to that, there were other events that obviously changed my view of what could be accomplished here.
Q. In connection with your decision to seek a dismissal of your case and then also subsequently learning there could be some issues with the way that your business is held by you personally, did you make a decision to decide what the Court wanted me do with your case before you finalized notice to certain parties if necessary?
A. Yes.
THE COURT: I'm sorry. Could you please rephrase it? I did not understand your question.
MR. SCHWARTZ: I'll put it a different way, your Honor.
BY MR. SCHWARTZ:
Q. If the Judge is not inclined to dismiss your case, are you happy to send notice to all the parties that people are

concerned with today?
A. Of course.
Q. And it's only because there was a pending motion to dismiss your case that you elected not to deal with these issues immediately.
A. And that's correct.
Q. Mr. Agelakopoulos asked you many questions about your income in your statement of financial affairs. If you'll recall, you just said it was mislabelled, not necessarily misnumbered. So just to be sure, your testimony is that you believe those $100,000, roughly, income numbers in your schedules reflect your personal business income, not your overall Agwara & Associates income.
A. That's correct.
Q. And just to be certain we're all saying the same things, Mr. Agelakopoulos asked you if there was any privileged information you have not turned over. And as I understand it especially after your 2004 exam, it's your view that all of the files at issue have been turned over.
A Well, the -- the files that respond to the order regarding the trust account, yes, I turned over what I had.
Q. And with respect to the last couple of questions that Mr. Agelakopoulos asked you about the ledgers that the U.S. Trustee's Office asked you to create, if I understand your testimony correctly, is it that you do not keep ledgers in that

fashion of which you were asked.
A. First of all, I don't recall anybody asking me to create a ledger, but I don't have any ledgers.
Q. And --
A. I've never even used them. I don't even know what a ledger is.
BY MR. SCHWARTZ:
Q. Under --
THE COURT: A big book, lots of columns.
MR. SCHWARTZ: Lines with numbers.
BY MR. SCHWARTZ:
Q. So as you understood the questions that were being asked to you, it was turn over everything that was in your possession, custody, and control, and you did that.
A. Yes.
MR. SCHWARTZ: Thank you.
I have nothing further.
THE COURT: Okay. I have a couple of questions. You parse your words very carefully. Is there anything that was in the order that you haven't turned over?
THE WITNESS: Not that I know of, your Honor.
THE COURT: Is there anything that anybody else has asked you for that you haven't turned over that exists?
THE WITNESS: Anybody that's asked me for?
MR. SCHWARTZ: Do you mean anyone -- I mean, between

the U.S. Trustee and --
THE COURT: Yes.
MR. SCHWARTZ: -- Mr. Agwara.
THE COURT: Yes.
THE WITNESS: Regarding the trust account?
THE COURT: No. Regarding anything.
THE WITNESS: Oh, I don't --
THE COURT: Has the U.S. Trustee's Office or your wife's counsel asked you to produce something that you have not turned over?
THE WITNESS: The wife's counsel has requested Wells Fargo bank-account statements that were closed, and I did tell her that my wife had those before she moved, so I haven't produced those, and she promised to produce them to her.
(Colloquy not on the record.)
THE COURT: And we discussed that earlier.
THE WITNESS: Yeah.
THE COURT: Okay.
THE WITNESS: And, also, your Honor, just so you know, there -- there were subpoenas sent out where they sent me information that they were trying to get me to produce, so --
THE COURT: But there's no rule that says they can't ask both parties.
THE WITNESS: Oh, okay.
THE COURT: And you should know that.

MR. SCHWARTZ: Your Honor, I --
THE COURT: I --
MR. SCHWARTZ: I guess --
THE COURT: I --
MR. SCHWARTZ: Well --
THE COURT: I was trying to clarify some things, and I'm satisfied now.
Thank you.
MR. SCHWARTZ: And then I have no further questions subject to Ms. Kung.
MS. KUNG: Just for a clarification, your Honor, there are still multiple outstanding documents that have not been turned over including copies of the deposit checks with the deposit slips, a client list of client names, the documents that he talked about within each file.
However, he did agree to work with us to provide it to us. The last 2004 exam was continued for the purpose of him being able to go and reconcile and get some of these things. We were working with his counsel who was amicable, and that continued 2004 date has not yet been set, so these document requests are still outstanding.
THE COURT: And do you understand that, sir?
THE WITNESS: Yes.
THE COURT: Okay.
MS. KUNG: Thank you.

THE COURT: Thank you.
And those were subpoenaed I assume.
MS. KUNG: All of the documents that we subpoenaed from the bank we received responses to, these were documents that nobody other than Mr. Agwara would have had copies of --
THE COURT: Right.
MS. KUNG: -- save and except for --
THE COURT: Did you subpoena them from him?
MS. KUNG: We requested the --
THE COURT: Requested production?
MS. KUNG: We made a formal request at the 2004 exam --
THE COURT: Okay.
MS. KUNG: -- because they were not provided when he showed up at the 2004. At which time, he was required to bring several documents, so we agreed to continue it, so that he could provide those documents that we could question him thereon.
THE COURT: Okay.
MS. KUNG: Thank you.
THE COURT: Thanks.
(Colloquy not on the record.)
THE COURT: Counsel.
MR. AGELAKOPOULOS: Just a couple of --
THE COURT: Sure.

137

MR. AGELAKOPOULOS: -- two questions on redirect.

THE COURT: Go ahead.

MR. AGELAKOPOULOS: I just want to be -- because I just want to be clear in my understanding.

RECROSS-EXAMINATION

BY MR. AGELAKOPOULOS:

Q. Just so I'm clear, Mr. Agwara, your testimony is that you have not withheld any documents that are responsive to the Court's order entered at Docket No. 114 on the basis of the attorney/client privilege; is that correct?

A. That's correct. Now, your Honor, if I may, are we talking about medical records -- oh, wait -- because I was never ordered to produce medical records. Those would -- I would need a HIPAA authorization because I don't want to --

THE COURT: Is that what you're talking about?

MR. AGELAKOPOULOS: I'm asking if there were any documents that were responsive to the Court's order --

THE COURT: That have been withheld.

MR. AGELAKOPOULOS: -- that were withheld on the basis of the attorney/client privilege.

THE COURT: I do not think --

THE WITNESS: I --

THE COURT: -- my order included medical records.

THE WITNESS: I didn't think so either, no.

THE COURT: So is there anything you have withheld?

138

THE WITNESS: No, your Honor.

BY MR. AGELAKOPOULOS:

Q. And is it your testimony now that you did not testify at your first meeting of creditors that documents were withheld based on the attorney/client privilege?

A. I don't recall giving that testimony, Counsel.

MR. AGELAKOPOULOS: Thank you, your Honor. No more questions.

THE COURT: Do you have any other witnesses?

MR. SCHWARTZ: Are you calling Mr. Finneran?

THE COURT: Mr. Agelakopoulos, do you have any other witnesses?

MR. AGELAKOPOULOS: If we're moving to our case in chief, then at this point I would move into evidence tabs 1 through 10 of the U.S. Trustee's binder which includes the declaration of D.A. Clarke Finneran, and I would proffer his testimony. He's available for cross-examination if anybody wishes to cross-examination him or if the Court has any questions of him.

THE COURT: Any cross of this witness?

MR. SCHWARTZ: No, your Honor.

THE COURT: Any objection to his declaration?

MS. KUNG: None, your Honor.

THE COURT: Any objection to the admission of any of the exhibits?

139

MR. SCHWARTZ: No, your Honor.

MS. KUNG: No, your Honor.

THE COURT: They're all admitted.

(United States Trustee's exhibits were admitted into evidence in the entirety.)

THE COURT: You don't have to testify, sir. Thank you.

(Colloquy not on the record.)

MR. AGELAKOPOULOS: I apologize.

THE COURT: That's okay.

MR. AGELAKOPOULOS: Again, for the record, Athanasios Agelakopoulos for the U.S. Trustee's Office. Mr. Finneran is also available if the Court (indiscernible) under federal bankruptcy procedure 9017, Federal Rule of Evidence 614, and Federal Rule of Evidence I believe 1101. If the Court has any inquiries of him as a witness, he's available to answer to the extent the Court wishes to ask him any questions.

THE COURT: I want to take a look at his declaration. What number is that?

MR. AGELAKOPOULOS: In the binder?

THE COURT: Yeah.

MR. AGELAKOPOULOS: It is --

MS. KUNG: 10, your Honor.

THE COURT: 10?

140

MR. AGELAKOPOULOS: No, it's not. It's --

THE COURT: It's not 10.

MS. KUNG: It's 10 in ours.

MR. SCHWARTZ: It's 10. It may be 9 --

THE COURT: It's 9.

MR. SCHWARTZ: -- in yours, but it's --

MR. AGELAKOPOULOS: It's 9. I apologize, your Honor.

(Colloquy not on the record.)

MR. SCHWARTZ: So I think, your Honor, just to be -- while you read that, I think we have nine exhibits, is that correct --

THE COURT: Yeah. We have --

MR. AGELAKOPOULOS: There should be ten.

MR. SCHWARTZ: -- even some --

MR. AGELAKOPOULOS: There should be ten exhibits.

MS. KUNG: We're missing 8, and we might --

MR. SCHWARTZ: Then we are missing one.

THE COURT: Yeah. We're all missing 8.

(Colloquy not on the record.)

THE COURT: We're all missing one exhibit, and there's a stay -- there's no 8.

MR. SCHWARTZ: Sorry.

THE COURT: There's nothing behind tab 8. There is no tab 8, and nothing's behind it.

(Colloquy not on the record.)

THE WITNESS: Mine has something

THE COURT: Yours does?

THE WITNESS: Yes, sir.

(Colloquy not on the record.)

MR. AGELAKOPOULOS: I apologize. I can give the Court my binder that is a complete binder.

THE COURT: Okay. We'll admit your binder.

(Thereupon, the United States Trustee's binder was admitted into evidence.)

MR. AGELAKOPOULOS: Okay. I --

MR. SCHWARTZ: Well --

MR. AGELAKOPOULOS: I can provide this to (indiscernible).

MR. SCHWARTZ: I think --

THE COURT: Do we know what's missing? Do we know what the --

MR. SCHWARTZ: I think, your Honor, they're all docket entries, so I think it's not very controversial in terms of what's here.

THE COURT: Okay.

MR. AGELAKOPOULOS: And they should all be there. And by the way, they are also certified copies provided by the Clerk of the Court's office --

(Colloquy not on the record.)

MR. AGELAKOPOULOS: -- so they're self-authenticating

under Federal Rule of Evidence 9024.

(Colloquy not on the record.)

MR. AGELAKOPOULOS: And they're offered for hearsay purposes. They are admissions of party opponent under Federal Rule of Bankruptcy Procedure 9017 and 801(d)(2) of Federal Rules of Evidence, so we think they're admissible.

THE COURT: They're admitted on all of those grounds and on the grounds that the other parties have stipulated, so --

MR. AGELAKOPOULOS: Thank you.

THE COURT: And here's the exhibit book.

(Colloquy not on the record.)

THE COURT: So let me just take a second and read this.

(Colloquy not on the record.)

THE COURT: I do have one question for Mr. Finneran.

(Colloquy not on the record.)

THE COURT: At paragraph 14 in your declaration, it says --

MR. SCHWARTZ: Your Honor, if I may posit --

THE COURT: Let's see.

MR. SCHWARTZ: -- should we dismiss Mr. Agwara from the stand?

THE COURT: Yes.

Anybody have an objection to dismissing Mr. Agwara?

You may step down, sir.

THE WITNESS: Thank you.

MS. KUNG: No, your Honor.

MR. AGELAKOPOULOS: No, your Honor.

THE COURT: Thank you.

(Colloquy not on the record.)

THE COURT: At paragraph 14, it says, "At the IDI when asked about certain wire transfers identified in the bank statements, the debtor deferred to other bank documents in his possession which he brought to the IDI. He later shows these documents to me, retained them in his own file without providing copies to the U.S. Trustee.

Is that still the case?

MR. FINNERAN: There were some documents that were --

(Colloquy not on the record.)

MR. FINNERAN: I'm sorry, your Honor.

(Colloquy not on the record.)

MR. FINNERAN: Do you need me to take the stand or --

THE COURT: Sure. Just let's be formal. Take the stand and be sworn, please.

MR. FINNERAN: Sure

(Colloquy not on the record.)

THE COURT: I apologize. I'm just a little unclear as to what may or may not have been produced, but --

(Colloquy not on the record.)

THE CLERK: Please remain standing and raise your right hand.

Thereupon --

D.A. CLARKE FINNERAN

was called as a witness by the Trustee, and having been first duly sworn, testified as follows:

THE WITNESS: I do.

THE CLERK: Please state your name and spell it for the record.

THE WITNESS: D.A. Clarke Finneran. That's initial D, initial A, middle name Clarke, C-l-a-r-k-e, last name Finneran, F-i-n-n-e-r-a-n.

THE CLERK: Thank you.

THE WITNESS: Your Honor --

THE COURT: So my question is with respect to it -- and I read that --

THE WITNESS: I'm sorry. Can you give me the tab, so I can --

THE COURT: It is tab --

THE WITNESS: -- read it?

THE COURT: Well, it's tab 9 in mine. It might be tab 8 in yours. I'm just not positive.

MS. KUNG: 10.

THE WITNESS: Ah, okay.

THE COURT: Tab 10 it is.

THE WITNESS: And you're looking at page --
THE COURT: I'm looking at page 3 --
THE WITNESS: 3 of 4? Okay.
THE COURT: -- 3 of 4, paragraph 14.
THE WITNESS: 14.
THE COURT: And go ahead and read that to yourself.
THE WITNESS: Okay.
(Colloquy not on the record.)
THE WITNESS: I --
THE COURT: My --
THE WITNESS: The --
THE COURT: My question for you was this. It says, "The debtor showed these documents to me but retained them in his own files without providing a copy to the U.S. Trustee."
THE WITNESS: I believe he may have provided some other -- at the continued 341 which I did not attend, there were some other documents that were produced which I actually haven't had a chance to look, but I looked at a cover page. I believe he provided some other documents from Nevada State Bank, but I think it was a cover letter, and I don't believe it was the same document that he had in his possession at the time of the IDI and the 341.
(Colloquy not on the record.)
THE WITNESS: At the IDI, he had a -- it was an inquiry about the wire transfers, and the gentleman offered it.

He pulled it out of his own file, a document, and I -- I reviewed it briefly, and it was he was trying to explain the nature of the particular wire transfers, one, substantial wire transfers, and he brought I believe the same document again at the 341, and there -- there was some discussion between the -- the creditor's counsel and debtor's counsel as to whether or not that -- that even document should have even been presented because of your Honor's order sealing the documents, and the gentleman did pull it out, and I said is this the document, a bank document? He said yes or something to that effect. I'm paraphrasing, and -- and that is the document with regard to the wire transfer and, again, paraphrasing yes, so the wire transfer -- one of the wire transfers, he had a document in his possession that was a bank document that was at least not as of the 341 provided to either our office in the pack that was supposed to be delivered or to as I understand it to the creditor's office.
THE COURT: Counsel, is that correct or do you believe you received it?
MS. KUNG: I have --
(Colloquy not on the record.)
MS. KONG: I wasn't at the 341. Ms. Brown was. I --
THE COURT: Ms. Brown.
MS. KUNG: I have no idea what document he's referencing.

MS. BROWN: I specifically asked for a copy of that document and was told by counsel that I could not have it. It was like -- it looked like a stack of papers this big, and we weren't allowed to have it.
MR. AGELAKOPOULOS: Just to be clear --
THE COURT: All right.
MR. AGELAKOPOULOS: -- your Honor, this is not --
THE COURT: Hang on.
MR. AGELAKOPOULOS: I'm not the counsel she's referring to I hope.
MS. BROWN: No. It's counsel for debtor.
MR. AGELAKOPOULOS: Okay.
MS. BROWN: Counsel for debtor. I'm sorry.
(Colloquy not on the record.)
MS. BROWN: But I'm so --
THE COURT: No, no. I'm
MS. BROWN: -- sorry.
THE COURT: Nobody has to be sorry. These have been lots of hearings with lots of different people at them, and I'm just trying to figure out if there's something that hasn't been produced.
(Colloquy not on the record.)
THE COURT: So we're not going to finish today. I have -- what do I have in the morning, not very many matters?
THE CLERK: Your Honor, we have --

THE COURT: Four, I think.
THE CLERK: Let's see. I'm sorry. We have a 10:00 o'clock and then an 11:00 o'clock and then the duty judge --
THE COURT: Okay.
THE CLERK: -- (indiscernible).
THE COURT: I have made arrangements with Judge Davis to take my duty judge calendar if you would like to take some of that time, and that can give you some leeway as to when you may want to start, so when do we want to start tomorrow?
MR. SCHWARTZ: I mean, your Honor, I have a 9:30 and a 10:00. I certainly could start by 11:00 if we needed to.
MS. KUNG: Oh, your Honor, I am not really clear as to whether or not we need to proceed much further tomorrow --
THE COURT: Well, you may have --
MS. KONG: -- or what things --
THE COURT: You'll certainly have arguments with respect to the trustee's position.
MS. KUNG: Agreed. But I think what we had discussed if the trustee's amenable is to continue the motion to dismiss for 30 days and see if a settlement can be reached or do you want to argue it tomorrow --
(Colloquy not on the record.)
MS. KUNG: -- because I think the resolution that we have at least putted around may satisfy most parties. I think

the trustee still has some concerns, but --

THE COURT: Well, I think he rightfully --

MS. KUNG: And --

THE COURT: -- has some concerns, certainly

MR. AGELAKOPOULOS: Just a couple of housekeeping matters. Again, this is Athanasios Agelakopoulos for the U.S. Trustee's Office. A couple of housekeeping matters for purposes of Mr. Finneran. Was that the only question that needed to be posed --

THE COURT: That's --

MR. AGELAKOPOULOS: -- to Mr. Finneran?

THE COURT: That's the only question I have of him.

MR. AGELAKOPOULOS: Does anybody have any questions, so I --

MR. SCHWARTZ: I do.

MR. AGELAKOPOULOS: I don't want any --

MR. SCHWARTZ: I do. I only have a couple (indiscernible) here.

CROSS-EXAMINATION

BY MR. SCHWARTZ:

Q. Mr. Finneran, do you recall receiving a series of E-mails over various dates from my office with documents responsive to your requests?

A. I received some E-mails over the last week. Is that what you're referring to?

Q. Well, just since this issue began, have you received a series of E-mails from my office --

A. I --

Q. -- with documents?

A. I received several E-mails from your office, and they had documents. Some of them had documents attached.

Q. And in connection with receipt of those E-mails, have you asked for some of those documents to be printed and delivered to your office?

A. I asked for all of the documents to come to my office to me to be printed, yes, sir.

Q. So have you reviewed documents that have not been printed and delivered to your office but only sent via E-mail? So if something was delivered to you -- let me rephrase this. If something was delivered to you from my office just via E-mail in a Portable Document Formula, a PDF, would you have necessarily been able to review all of those so far?

A. I -- I may not even attempted to review them if they were voluminous. That's why I asked for them to be in paper.

Q. I understand. And in connection with the document that you saw at the 341 meeting that the debtor brought with him which I believe was just one page, do you recall it was a bank document that he had received in connection with your request? It was a wire-transfer document. Do you recall that?

A. A wire-transfer document at the IDI, is that what you're

referring to?

Q. I wasn't at the IDI. I recall seeing a bank-transfer document at the 341. Do you --

A. That --

Q. Do you believe --

A. Again --

Q. -- that's what you're referring to?

A. -- I didn't examine the document in-depth. It was part of the bigger conversation, and so we're looking at the document, and so there was a document that appeared to be a bank document which Mr. Aqwara identified as being such.

MR. SCHWARTZ: I have no further questions, your Honor.

THE WITNESS: Okay.

THE COURT: You

MS. KUNG: Briefly --

THE COURT: Yes, sir --

MS. KUNG: -- your Honor?

THE COURT: -- ma'am.

CROSS-EXAMINATION

BY MS. KUNG:

Q. Mr. Finneran, have you been provided with a client list of all clients which allegedly have money in the client trust account?

A. No.

Q. Okay. Have you been provided with documentation confirming what amounts are belonging to which clients?

A. No.

Q. Okay. Do you have all the documentation you need in order for you to reconcile that trust account to determine what amounts belong to clients, if any, and what amounts belong to debtor, if any?

A. No.

Q. Okay. And have you requested those documents?

A. No.

Q. Okay. Was it in a broad request that was in an order from the Court that the debtor was to provide you with all documents necessary for you to reconcile the account, so that you can come to a forensic conclusion?

THE COURT: I probably didn't say that.

THE WITNESS: I --

(Colloquy not on the record.)

THE WITNESS: Yes. It was in response to the Judge's order. I -- the rest is a little bit more than what I would have expected from that.

MS. KUNG: Thank you.

No further questions.

MR. SCHWARTZ: One more, Mr. Finneran.

THE COURT: I --

MR. SCHWARTZ: I'm sorry.

153

THE COURT: I don't think I've ever used the word "forensic conclusion" ever.

(Colloquy not on the record.)

MS. KUNG: You're probably going to use it now, though. It just rolls off --

THE COURT: I could

MS. KUNG: -- your tongue.

THE COURT: Yeah.

RECROSS-EXAMINATION

BY MR. SCHWARTZ:

Q. Is it your view, Mr. Finneran, that any ledger or accounting that breaks down the information that Ms. Kung just asked you about should have been prepared and delivered to you by the debtor?

A. Yes.

MR. SCHWARTZ: Thank you, your Honor.

I have no further questions.

THE COURT: Okay. So --

MS. KUNG: So with regards to argument, your Honor, if nobody objects, I would propose that we continue argument because there was several motions on for a hearing --

THE COURT: Which --

MS. KUNG: -- which some of which --

THE COURT: Which we haven't heard all of, certainly.

MS. KUNG: Yes. So we're definitely going to have a

154

continued hearing date. The issue is shall it be tomorrow or are we better served doing it in 30 days?

THE COURT: Counsel.

MS. KUNG: Does the trustee have a position?

MR. SCHWARTZ: I would vote for tomorrow.

MS. KUNG: You wanted to put --

THE COURT: You would vote for tomorrow?

MR. SCHWARTZ: This was just a scratch, your Honor

THE COURT: I understand that.

MR. AGELAKOPOULOS: For the record, Athanasios Agelakopoulos for the United States Trustee's Office. First, is Mr. Finneran excused?

THE COURT: Yes.

THE WITNESS: Okay.

THE COURT: You're excused, sir.

THE WITNESS: Thank you.

THE COURT: Sorry to keep you sitting there.

(Colloquy not on the record.)

THE COURT: No. We're going to close the doors in six minutes, and you have --

(Colloquy not on the record.)

THE COURT: -- to stay.

(Colloquy not on the record.)

MR. AGELAKOPOULOS: Our preference because the question will ultimately be whether cause exists as of the date

155

of the hearing, we would prefer that the legal argument be entertained by the Court and be put before the Court tomorrow if the Court has time.

MR. SCHWARTZ: And, your Honor, I think there's an exclusivity motion pending. There's a fee application. There's a motion for turnover. One of those three I think can be continued. And so the Court's aware, if we're working on I think an agreement as far as a continuance goes, what we could probably -- if we could do around 11:00 by (indiscernible) pick a time, I think we could probably limit our argument to the U.S. Trustee's opposition to dismissal and request for a conversion and drive down those points and push off our arguments about what makes the most sense for the case going forward. Maybe we can also cabin --

MS. KUNG: That's part of the issue I have, your Honor. Is I'm not really sure where I stand, so, you know, we're still trying to finalize some details. If we can come to an agreement, then, of course, we're not going to be opposing the requests of debtor. But if there is not, then I still need to aggressively advocate on behalf of my client.

THE COURT: Well, you won't be precluded from that under any circumstances other than the regular rules of advocacy and the fact that you're litigating in two separate places which always makes it interesting, but let's do this. What do I have next week?

156

THE CLERK: Next week, well, you have Monday and Tuesday open.

THE COURT: Would you be willing to entertain your argument by videoconference on Monday of next week or are you opposed to that?

MS. KUNG: I have no objection.

MR. AGELAKOPOULOS: I don't have any objection. I think I may -- I'm trying to keep all of the doctors' appointments in mind.

THE COURT: If you're --

MR. AGELAKOPOULOS: And I --

THE COURT: And we've all said this, and we all really mean this. If you have a doctor's appointment that's going to interfere with this, and it comes up one nanosecond before the hearing, I will move the hearing. That is your first priority.

MR. AGELAKOPOULOS: Tuesday probably works better --

THE COURT: Then --

MR. AGELAKOPOULOS: -- for those purposes.

THE COURT: -- we'll do this Tuesday. Okay. I --

MR. AGELAKOPOULOS: I --

THE COURT: The reason I say this is I would like to think about this and go back over the stuff pretty much. It may give them I think as they said closer you and discuss this with you, but I will hear arguments by video Tuesday at what

clear?

THE CLERK: Your Honor, you already have something on -- wait. Hold on. Let me look. You already have something on from 10:00 to 10:30 by video, so we could probably start at 10:30.

THE COURT: Would that work?

MR. AGELARAKOPOULOS: That's fine.

THE COURT: Okay. And, really, I mean this. If something comes up with you --

MS. KUNG: Absolutely.

THE COURT: -- and the docuets, we're going to move this.

MR. SCHWARTZ: And I have a -- that's fine with me, your Honor, and I just have a motion to close a case at 10:30 in front of Judge Davis, but that --

THE COURT: We'll make it --

MR. SCHWARTZ: If she takes it --

THE COURT: We'll make it quarter of 11:00. That should give you plenty of time. Or if --

MR. SCHWARTZ: It's on --

THE COURT: Yeah.

MR. SCHWARTZ: It's on post.

THE COURT: That should not.

MS. KUNG: So your --

THE COURT: Counsel.

MS. KUNG: Your Honor, just be to clear --

(Colloquy not on the record.)

MS. KUNG: -- we have --

MS. FITTS: I'm sorry.

MS. KUNG: -- six different motions.

MS. FITTS: I have to pick up my daughter.

MS. KUNG: Oh.

THE COURT: Okay.

MR. SCHWARTZ: Can you do that on Tuesday and --

MS. FITTS: Tuesday at 10:30 is great with me.

THE COURT: Okay.

MS. KUNG: So we're continuing all six motions --

THE COURT: We're continuing everything.

MS. KUNG: -- that were set for a hearing today.

THE COURT: I mean, what --

MS. KUNG: Perfect.

MR. SCHWARTZ: That's fine.

THE COURT: My decision on this is going to cover most of those I believe.

MS. KUNG: Perfect.

THE COURT: So I'll hear it then. Very, very good work on all parts. I appreciate it. Very good work. Thank you.

MS. KUNG: Thank you, your Honor.

THE COURT: So we'll be in recess.

MS. KUNG: We appreciate your time.

THE CLERK: Thank you, your Honor.

(Colloquy not on the record.)

THE COURT: Thanks.

(Colloquy not on the record.)

THE COURT: Now get out of the building because security leaves in five minutes, so --

MS. KUNG: No overtime pay?

THE COURT: No.

(Colloquy not on the record.)

MR. SCHWARTZ: And I need a real job, too.

MS. KUNG: I would go with a haircut.

(Court concluded at 04:59:36 p.m.)

I certify that the foregoing is a correct transcript from the electronic sound recording of the proceedings in the above-entitled matter.

/s/ Lisa L. Cline 06/09/14

Lisa L. Cline, Transcriptionist Date

EXHIBIT 10

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In Re:	Case No. BK-S-13-17576-BTB
	Chapter 11
LIBORIUS IHECHERE AGWARA,	
Debtor.	

CERTIFIED COPY

AUDIO TRANSCRIPTION

MOTION HEARING

Held on Wednesday, April 2, 2014

TRANSCRIBED BY: KATHERINE E. MINJARES, CCR NO. 336

APPEARANCES:

U.S. BANKRUPTCY COURT:
HONORABLE BRUCE T. BEESLEY
U.S. BANKRUPTCY COURT
300 Las Vegas Boulevard So.
Fourth Floor
Las Vegas, Nevada 89101
702-388-6633

U.S. TRUSTEE:
ANTHANASIOS AGELAKOPOULOS
OFFICE OF THE UNITED STATES TRUSTEE'S OFFICE
U.S. Department of Justice
300 Las Vegas Boulevard South
Suite 4300
Las Vegas, Nevada 89101
702-388-6600

FOR DEBTOR:
SAMUEL SCHWARTZ, ESQ.
SEAN MCCLENAHAN, ESQ.
The Schwartz Law Firm
6623 Las Vegas Boulevard South
Suite 300
Las Vegas, Nevada 89119
702-385-5544

FOR CREDITOR KELECHI AGWARA:
A.J. KUNG, ESQ.
B. BROWN, ESQ.
Kung & Brown
214 S. Maryland Parkway
Las Vegas, Nevada 89101
702-382-0883

FOR CREDITOR WELLS FARGO BANK:
SUZANNE R. FITTS, ESQ.
Hills Center Business Park
1935 Village Center Circle
Las Vegas, Nevada 89134
702-252-5002

ALSO PRESENT:

K. AGWARA
D.A. CLARKE FINNERAN

R.S. PAGE110

INDEX

WITNESS	PAGE
LIBORIUS IHECHERE AGWARA	
Direct Examination by Mr. Schwartz	34
Cross-Examination by Ms. Kung	48
Cross-Examination by Mr. Agelakopoulos	200
Redirect Examination by Mr. Schwartz	235
Recross-Examination by Mr. Agelakopoulos	245
D.A. CLARKE FINNERAN	
Cross-Examination by Mr. Schwartz	257
Cross-Examination by Ms. Kung	259
Further-Cross-Examination by Mr. Schwartz	261

P R O C E E D I N G S

LAS VEGAS, NEVADA

WEDNESDAY, APRIL 2, 2014; 10:10 A.M.

-oOo-

THE COURT: Now we are going to do the Agwara case. Mr. Agwara, Case No. 1317576.

Appearances, please.

MR. SCHWARTZ: Good morning, Your Honor. Sam Schwartz and Sean McClenahan are here for Mr. Liborius Agwara who -- sorry -- Agwara, who is in the courtroom.

MS. KUNG: Good morning, Your Honor. A.J. Kung, Kung and Brown on behalf of creditor K. Agwara who is also here today.

MR. AGELAKOPOULOS: Good morning, Your Honor, may it please the court, Anthanasios Agelakopoulos, United States Department of Justice, Office of the United States Trustee, on behalf of Region 17 Trustee Tracy Hope Davis.

With me in court today is D.A. Clarke Finneran, bankruptcy analyst, with the Office of the United States Trustee Las Vegas Field Office.

MS. FITTS: Suzanne Fitts here on behalf of creditor Wells Fargo Bank.

R.S. PAGE111

THE COURT: Anyone else?

Mr. Schwartz, the first matter I have is the motion to quash the 2004 examination summons.

Do you want to take these in any particular order?

MR. SCHWARTZ: I think we should do the motion to dismiss first, Your Honor.

THE COURT: Okay.

MR. SCHWARTZ: I think the motion to quash was primarily resolved by the court ordering there to be a 2004 exam and not --

THE COURT: Not the state court.

MR. SCHWARTZ: Correct, Your Honor.

THE COURT: Right.

MR. SCHWARTZ: So I think that to some level that was resolved.

THE COURT: Okay.

MR. SCHWARTZ: But, excuse me, it makes sense to go through the motion to dismiss first.

THE COURT: Okay. Let's go through the motion to dismiss. That's the Trustee's motion, I believe.

MR. AGELAKOPOULOS: Your Honor, it's actually a voluntary --

THE COURT: Oh, it's your motion to dismiss. I'm sorry. I'm confused because it --

MS. KUNG: We're actually opposing --

THE COURT: -- usually is the trustee or the creditor's motion.

MR. SCHWARTZ: Your Honor, so to back up a little bit maybe to walk down memory lane to make sure that we are all on the same page, if the court recalls, and maybe I'm sure you've gathered just looking around, this is a contentious matter --

THE COURT: It's a divorce that's come to bankruptcy is what it looks like to me.

MR. SCHWARTZ: That's correct, Your Honor. It's a divorce that became to bankruptcy.

In the context early on in the case, the court elected to allow relief from the stay for certain matters to go forward in family court with respect to the divorce.

So on that front when that occurred, and it looked like there was just going to be a great deal of opposition in two places, the debtor elected to move to dismiss his case because it was his determination that he couldn't afford to fight a two-front war.

And if the court recalls when we got up here for the motion to dismiss the first time, the court, I believe, was persuaded that Mr. Agwara

R.S. PAGE112

should not have to fight a two-front war.

However, the arguments at that time was that -- were that creditors and the Office of the U.S. Trustee were entitled to certain basic things when you file bankruptcy. For example, there needs to be a 341 meeting of creditors. A party was entitled to at least one 2004 exam.

And so the court directed that Mr. Agwara produce a certain level of financial documents, Part I -- appear for the 341, appear for a 2004, and I believe you said at that hearing that you would likely dismiss the case at this point in time if Mr. Agwara had done that.

So those things have occurred, Your Honor. I want to dive into that and dive into the new arguments that we're facing today, and why I don't believe they carry the day.

THE COURT: Okay. Go ahead.

MR. SCHWARTZ: So first, Your Honor, Mr. Agwara appeared for two 341 meetings of creditors. They've been continued, I'll touch on that in a second, but plus he has appeared for over three hours of 341 meetings. He appeared for a full day of 2004 exams. I believe the court was called in to settle a discovery dispute during that 2004 exam

of certain documents that Mr. Agwara had brought with him to it.

So, of course, he did those two things that the court set up. He has also produced over, by our count, a thousand pages of documents.

So if the court is looking at the things like -- the real forward arguments are now that he has done those things that the court directed him to do are basically twofold.

One, that the financial information that he produced doesn't include sufficient, if you will, accounting or ledgers for his trust account, his law firm, his legal trust account, so the parties can unwind certain transactions and understand them well.

However, there is no argument that Mr. Agwara can't explain any particular transaction or can't tell people where dollars went when asked about particular monies.

In fact, the way he manages his trust account is file by file.

THE COURT: Is completely in violation of the rules imposed by the State Bar of Nevada.

MR. SCHWARTZ: Your Honor, and I think that's an important point.

R.S. PAGE113

THE COURT: I don't know that that is a basis not to dismiss or to take action against him, but I mean it's pretty clear to me from the testimony I read and the argument that he is totally out of compliance with the State Bar requirements.

MR. SCHWARTZ: I think there are some accounting issues there, Your Honor, on that level.

However, those parties, those clients, who are not here, and they are not here, the trustee will argue, because they haven't received notice, and we'll get to that.

But those parties have a separate level of recourse, and, that is, they have the Nevada State Bar and they have another quarter, another body to go to in the event of an issue with dollars in the trust accounts on behalf of the clients.

THE COURT: Well, here's -- I mean the State Bar is not going to take any issue. I mean I was Chair of Discipline for eight years and I was President for a year, and the State Bar is not going to take any action unless somebody has been harmed by this, one of his clients.

But I do think it poses a serious problem for Mr. Agwara's wife because, at least from what I read in the oppositions to this, they can't

track -- they can't track the contingency funds and they can't track the cash payments to the firm in part because Mr. Agwara has refused to turn over that what he calls the records that are kept in the client files with respect to those, contending they're privileged documents.

MR. SCHWARTZ: I think a lot of that stuff actually was ultimately turned over in connection with the documents that were handed at the 2004.

THE COURT: I'm getting shaking heads so I'm sure to the contrary, but that's the gist of what I got.

MR. SCHWARTZ: And I appreciate that, Your Honor.

But also I think what you said is "I'm going to let you go fight that out in state court -- I mean in state court and family court. You guys can fight it out there about at discovering where those things are going to go forward, so there is another court where Mrs. Agwara is entitled to go and you've authorized her to go there and have this litigation flush itself out at that court.

THE COURT: Well, but, as a creditor of this case, as a creditor in this case, Mrs. Agwara is entitled to get that information for this bankruptcy.

R.S. PAGE114

MR. SCHWARTZ: Well, Your Honor --
THE COURT: As is anybody.
MR. SCHWARTZ: That was our argument why you should deny the motion for writ of stay because we wanted to have that -- those issues fought here.
You granted an earlier from stay and said Mrs. Agwara can go get that information through the family court process. There was --
THE COURT: I thought I stayed discovery in the family court?
MR. SCHWARTZ: Pending the outcome of this discovery.
THE COURT: Right.
MR. SCHWARTZ: Because that was our concern there would be -- that was the motion to quash.
THE COURT: I understand that, and it doesn't make sense to duplicate efforts, but, I mean, as a separate manner in bankruptcy, any creditor is entitled to get information related to the finances of the debtor.
MR. SCHWARTZ: And, Your Honor, I think the debtor's turned that over.
THE COURT: Okay.
MR. SCHWARTZ: Now, we have an issue of whether that information is sufficient, and I think

we put it in our reply, it's, for lack of a better way of putting it, it's maybe an archaic way of doing the accounting and it needs to be cleaned up, but that, in and of itself, doesn't necessarily warrant denial of dismissal when there's already two other places that parties can go.
One is family court for Mrs. Agwara where you authorized her to head, where there already is ongoing discovery there where there wasn't an accountant or auditor who was appointed to review the books and records of the trust account so that we could deal with the confidential issues that were going on there for clients.
There is already a process in place that was stopped so we could deal with it here in bankruptcy because this is a better place to deal with it, but --
THE COURT: It's typically faster.
MR. SCHWARTZ: Certainly, Your Honor, but when you granted a relief from stay, that -- now we are back to the two-front war. So at the end of the day, I think today --
THE COURT: Is there any discovery going on in the family law?
MR. SCHWARTZ: No. Because you ordered it

R.S. PAGE115

stayed --
THE COURT: Right.
MR. SCHWARTZ: -- while we got through this part.
THE COURT: Okay.
MR. SCHWARTZ: So now I think if the court --
THE COURT: So there is no two-front war at this point.
MR. SCHWARTZ: No. But depending on how things go forward, there could be. So if the case is dismissed, you don't have a two-front war.
If it's not dismissed, I think we have to revisit that issue, that, wait a minute, if you are going to ask us to go forward, all right, then we have some work to do, and we think we can put a plan together. We don't think that's a hard part, and deal with these assets and get through these issues that the court's raising as concerns, nevertheless, we have to pick up with the pick of venue.
THE COURT: I interrupted you, so go ahead.
MR. SCHWARTZ: Your Honor, I appreciate the interruptions if it helps to flesh out the issues.
So turning to -- aside from the law practice trust account, there really is no evidence, and I've looked at it a couple of times, there is no

evidence in front of the court of other crazy assets running around or other strange accounting or other matters and the debtor's testified at his 341.
THE COURT: And I didn't get a full transcript of the 341, and I understand from the U.S. Trustee's Office that they're probably going to put somebody on the stand to tell us what Mr. Aqwara said at the 341.
MR. SCHWARTZ: There is a declaration from Mr. Finneran that's here, and I think Mr. Finneran declaration says a couple points, one -- and we don't dispute these -- one, the debtor didn't turn over the ledgers that we're talking about --
THE COURT: Right.
MR. SCHWARTZ: -- of the trust account.
THE COURT: Right.
MR. SCHWARTZ: And his answer, "You're right. I don't do it that way. Violations of Nevada rules, notwithstanding, doesn't do it that way. But he can under oath and he can testify and tell people where money went, one.
Two, that it was the debtor's view that his law practice was not an asset of the bankruptcy stay. It wasn't in bankruptcy.
THE COURT: Yeah, but he went ahead and tried to exempt the tools of the trade in his law practice

R.S. PAGE116

in his bankruptcy, like his computers.

MR. SCHWARTZ: Some of those are owned personally, Your Honor. I think some are owned by the practice.

THE COURT: And he has a business other than his law practice? He does.

MR. SCHWARTZ: There is another family business, a medical business, a medical supply business.

THE COURT: And does he use those computers that were in his law office for that?

MR. SCHWARTZ: No, your Honor. That's a separate entity.

THE COURT: Then that wouldn't be a tool of that trade, would it?

I mean why is he exempting the tools in his law office if the law office is not a part of the bankruptcy?

MR. SCHWARTZ: You've got -- some of those are personal. Some of those are part of the law --

THE COURT: Why would a computer be personal? Why would it be a tool of the trade if he doesn't use it in the other trade?

MR. SCHWARTZ: Well, I, Your Honor, have a personal computer at home, and I have a computer at

the office. The one at home I consider to be my own. The one at the office I considered to be the firm's.

THE COURT: So the one at home would not be exempt?

MR. SCHWARTZ: It might, Your Honor.

THE COURT: Under the wild card exemption, but it wouldn't be a tool of the trade exemption.

MR. SCHWARTZ: It might be a household good exemption, Your Honor --

THE COURT: Right.

MR. SCHWARTZ: -- I guess from that perspective.

THE COURT: But that's not how he exempted them.

MR. SCHWARTZ: I appreciate the distinction that you're raising. That's fair.

To come back to the law practice component, we certainly have an issue that I think can be managed with respect to the law practice. And, really, the question there is do the 18 clients who have monies from personal injury settlements that are in the trust account, the notice of what's going on here, and it's my view that one of two things likely should occur.

R.S. PAGE117

If there's dismissal, there should be notice of the bankruptcy and notice of the dismissal that goes to those 18 people, or if the case goes forward, there should be notice of the bankruptcy, and that can be resolved.

THE COURT: Let me ask you this: Why would there be money in his trust account for settlements that wasn't turned over to his clients?

MR. SCHWARTZ: For some of it, you have medical providers that would need to be paid. You may have lien amounts. One client I believe has passed away. Can't find his heirs.

THE COURT: The other 17, why wouldn't you have paid the medical liens? Why wouldn't you have paid your client? Because you're required to do that promptly.

MR. SCHWARTZ: Your Honor, some of those liens need to be negotiated, some of the settlements are new, some of the dollars haven't flowed all the way through. So you may need to see interpleaders with some of those matters because there isn't enough funds --

THE COURT: What's the approximate amount?

MR. SCHWARTZ: I think 400 and --

MS. KUNG: 33,000.

THE COURT: 433.

MR. SCHWARTZ: I think, Your Honor --

MS. KUNG: 433 approximately.

MR. SCHWARTZ: $433,000 in the trust account.

THE COURT: And how many clients is that for?

MR. SCHWARTZ: 18, Your Honor.

THE COURT: And how long has it been there?

MR. SCHWARTZ: That I'm not certain, Your Honor. If I may?

THE COURT: Certainly. Go ahead.

MR. SCHWARTZ: Thank you, Your Honor. I'm sorry.

Mr. Agwara informed me, and obviously he's here, that about 10 of the 18 they cannot find at the moment, so that is part of the issue.

And the majority of the money --

THE COURT: How do you settle a case with somebody you can't find?

MR. SCHWARTZ: Your Honor on that level -- well, we can put him on the stand.

THE COURT: We're going to hear from Mr. Agwara, but --

MR. SCHWARTZ: So fair enough.

In terms of how, one of them has passed away. Some of them are people who have gone

R.S. PAGE118

nonresponsive and may have agreed to a settlement, and they are not -- can't be found.

The majority of the money, Mr. Agwara told me, belongs principally will need to be paid to providers whether it was experts or physicians, medical providers.

THE COURT: Okay.

MR. SCHWARTZ: And that there may not be enough money to pay their liens, and that's a part of why the money is sitting there is that either those liens have to be negotiated down and parties accept something less than what they billed or an interpleader will need to be filed so that those monies can be distributed.

THE COURT: Did he answer my question about how long that they had been -- that monies had been there?

MR. SCHWARTZ: It varies, Your Honor, but there is a range. So --

THE COURT: Okay.

MR. SCHWARTZ: Some a very period of time, some a long period of time, depending on how long, some have been difficult to determine.

THE COURT: All right.

MR. SCHWARTZ: Rolling forward a little bit, I

think the real central issues -- there is a lot of noise in the case, but I think the real central issues of the moment are his trust account and what is in it and what belongs to clients and how long -- how much of it really belongs to Mr. Agwara, right, what is his ownership of it.

Nevertheless, that's what -- that's becoming aside from those clients who have rights to go to the Nevada State Bar if they think there is something's that been wrong. They have their own claims with respect to how they need to be treated.

Mr. Agwara shares that looks like now it's a family court matter between Mr. Agwara and his wife.

THE COURT: You are aware that you as a lawyer have a duty to report misconduct on the part of someone you know, another lawyer, if you know of it.

Have you done that?

MR. SCHWARTZ: Your Honor, aside from the accounting side of it, I haven't seen or heard and heard no claims of any misconduct --

THE COURT: But he's --

MR. SCHWARTZ: -- with respect to the trust account.

Yes, I'm aware of that requirement,

R.S. PAGE119

but --

THE COURT: Okay. Well, you are now aware of misconduct that you didn't get word of in a confidential manner.

Are you going to report this to the State Bar?

MR. SCHWARTZ: Your Honor, I'll speak to the debtor that he --

THE COURT: It's not the debtor's choice.

MR. SCHWARTZ: I understand, Your Honor. Certainly, I think you told me I have to, so yes.

THE COURT: I think everybody here has to, probably including me.

MR. SCHWARTZ: I guess, Your Honor, if the -- the way I heard the debtor testify, and I guess this is where I would draw a distinction with you where I'm not sure that he's in violation of those rules, is that when asked, he can break it down file by files how he does it.

Now, I guess from that perspective, does he need to -- I have to look at the rule and see is that's sufficient.

THE COURT: Yeah, I had a copy of the rule here, but I don't have it anymore.

Could you get me -- could you get

copies of the rule for everybody so we can all see this, not just -- just the client trust account rule.

Anyway, go on. You might guess I'm somewhat distressed by this.

But anyway, go ahead.

MR. SCHWARTZ: I'm not trying to be glib, Your Honor.

THE COURT: No. I realize you're not. You're trying to protect your client's interests.

MR. SCHWARTZ: Certainly. And on that level, as I said before, I'm aware of no state bar complaints, I'm aware of no accounting that can't be managed on that level, aware of no client issues that are happening at the moment.

THE COURT: But it's pretty impervious because he won't disclose the secret part of the formula that is in his client files.

MR. SCHWARTZ: I don't think that's right. I think he will go file by file and walk through who is owed what and what percentage would go where and what his return would be.

THE COURT: Did he do that in his 2004 exam?

MR. SCHWARTZ: And I was not there, Your Honor, and I haven't seen the full transcript either.

R.S. PAGE120

THE COURT: Nor have I.
MR. SCHWARTZ: But, yes, and during -- as I understand it, yes, he would go through file by file. That's part of the documents he brought with him that he was forced to turn over were the files so you could go through each one and answer questions.
MS. KUNG: Absolutely not the case --
THE COURT: No, Counsel. It's not your turn. Please be quiet. Please don't shake your head. You'll have your turn. You can call Mr. Agwara and cross-examine him. I'm willing to spend the whole day on this.
But go ahead.
MR. SCHWARTZ: And I haven't seen the documents, so I -- we didn't see them before he went with them. So on that front that's what I understood they had them with those client files that he was prepared to go through them.
THE COURT: So you're not sure what he took?
MR. SCHWARTZ: Correct.
THE COURT: Okay. So don't tell me you were.
Go ahead.
MR. SCHWARTZ: I'm -- I said I'm not certain, Your Honor. That's what I understand is that that's what he was prepared to do on that day and he could

do that.
To go back to where we are, I think we're focused on what is --
THE COURT: Well, tell me about the -- there is an allegation that I'm told in the trustee's matter that they can put on a witness to testify about it, that he took sums of cash to Nigeria, I believe, in suitcases.
MR. SCHWARTZ: No, Your Honor. That's in Mrs. Agwara's allegations. No.
In his declaration that he has in our file, one, he has received cash pre-petition for some certain clients that he used to pay his living expenses. Post filing, he testified in his declaration of $2,000 is what he has received in cash since the case was filed, and he's used that to pay living expenses.
That's also the money he used to take to Nigeria. He put in his declaration you can't get money in and out of a Nigerian bank without bribes. So he has to use cash in Nigeria to fund travel expenses. There have been no suitcases of cash going back and forth to Nigeria.
THE COURT: Well, pre-petition were there?
MR. SCHWARTZ: No, Your Honor, no.

R.S. PAGE121

THE COURT: I didn't say "back." I just said "forth."

MR. SCHWARTZ: No, Your Honor, no cash going back and forth, and I think that Mr. Agwara's frustration --

THE COURT: No cash going from here to Nigeria?

MR. SCHWARTZ: Other than travel expenses, Your Honor, no cash going from here to Nigerian banks because Mr. Agwara's testimony is --

THE COURT: No, not to Nigerian banks. No cash going from here to Nigeria.

MR. SCHWARTZ: That's what he's testified, Your Honor, correct.

THE COURT: Okay. I misunderstood the --

MR. SCHWARTZ: It's not safe there and you can't get it in and out of a bank.

THE COURT: Okay.

MR. SCHWARTZ: So he said the only thing he had done is taken travel money so he has expenses that he can use.

THE COURT: Tell me about the fact that he has a family, I don't know what it is, some sort of hereditary estate in Nigeria that is not divisible doesn't mean it has no value.

MR. SCHWARTZ: Agreed, Your Honor, it's not that it has no value. It's that it's not loanable and there is no one who will buy it because of the current political climate in Nigeria.

THE COURT: But he has invested -- I think the -- I think the statement was that it couldn't be sold at all because of some sort of hereditary right to it.

MR. SCHWARTZ: And that's part of it as well, Your Honor. So there are several moving pieces on why it can't be sold, and that part's hard to value but --

THE COURT: But certainly with respect to his creditors, they have the right to know what the cost of that is.

MR. SCHWARTZ: That's fair, Your Honor.

THE COURT: But he listed zero.

MR. SCHWARTZ: Well, I guess on that front -- on what's the value of the estate, that's a different answer, I think, than what the cost you're suggesting. I'm more --

THE COURT: I think it might make a difference if you're seeking a homestead, you might be able to offset that against a homestead. If you have a million dollar house in Nigeria that you contend you

R.S. PAGE122

can't get rid of, you might not be able to have your homestead I mean because you have got essentially a piece of real property or piece of your estate is remote through your own choosing, so I think that might be unfair to creditors not to include the value of that.

MR. SCHWARTZ: I guess, Your Honor. So now we're splitting the hair between value and cost and --

THE COURT: Well, I understand we're splitting between value and cost, but I think it's unfair to say it's got no value. It may have limited value to the estate, but I'm not inclined to take his word for that.

There may be somebody in Nigeria who is great at selling these things. I mean you hear that the condo someplace in Mexico has no value, and then you get it appraised, and, oh, my gosh, it's worth $400,000.

MR. SCHWARTZ: Your Honor, I've seen that. I've also seen the condo in Mexico that someone said was worth $400,000. Went to sell it and no one would buy it.

THE COURT: I've seen it both ways.

MR. SCHWARTZ: Yeah. So I mean I think that's

fair, but that's certainly can drive into the cost of what it may be, and that's probably if we go forward with a disclosure statement issue.

THE COURT: Okay.

MR. SCHWARTZ: The right -- that what this property is, how much he has put into it, and why it's not saleable. We're not there.

I guess from the debtors' perspective, he's testified through his schedules that at least in his view that property is not saleable. It's got no value to him because he can't liquidate it for several reasons.

But, again, if we -- that's a question of whether a plan gives liquidation value to creditors or more than that and whether it's fair and equitable, that's something we can certainly cross that bridge down the road.

THE COURT: Okay. And I think the last thing I saw was there is a contention that he overstated his expenses because he listed 30 some hundred dollars for mortgage expenses when he was not, in fact, paying those expenses. Kind of the flip side. It's he's not paying them, but he claims them anyway.

MR. SCHWARTZ: Well, Your Honor, and you can point the finger at me for that. I mean that's

R.S. PAGE123

always my advice, you have to list the money that is out there for your ongoing expenses, and I believe that was the building expense for the loan and that creditor is here. Just both houses -- sorry. Thank you. It was a house. So on that level, it's a household expense.

Mr. Agwara was trying to save his home. He was going through a loan modification so he had sporadic payments, but he certainly is still obligated to make that payment.

THE COURT: I don't think it said debts. I think it said payments, monthly payments.

MR. SCHWARTZ: Well, it's a Schedule I and J issue, Your Honor.

THE COURT: Right.

MR. SCHWARTZ: Correct, so --

THE COURT: But a monthly payment that you're not paying isn't really a monthly payment. I know that is hair splitting again, but --

MR. SCHWARTZ: Now you're getting to go for a post-petition level in a Chapter 11 in particular. You have an admin claim that is growing now --

THE COURT: Correct.

MR. SCHWARTZ: -- at $3,600 a month, plus maybe fees and costs.

THE COURT: Well, depending what the house is worth.

MR. SCHWARTZ: Correct, Your Honor, and if the debtor is building -- correct, if the debtor is building cash through the course of this case, that dollar amount is going to have to be dealt with. So it's not -- although he is not paying it right now, it's not a phantom number either. And on that level, either there will be cash to pay it through the course of the case, and we will see those in the monthly operating reports or that creditor will get relief from stay to go foreclose.

THE COURT: Okay. I would like you to put Mr. Agwara on the stand and run him through the facts that you've just represented to me, and then he can be cross-examined by whoever wants to.

MR. SCHWARTZ: Fair enough, Your Honor.

And one point I'd like just to make --

THE COURT: Sure.

MR. SCHWARTZ: -- before we move on.

I think the crux of what we're sitting here fighting about at the moment is what's going on in the trust account. And the question really in front of the court is where's the place for that fight to go.

R.S. PAGE124

And if it's going to be here, that's fine. We can stop what's happening in family court and let us go forward here because the debtor has not done several things that normally we would do in a case because we were sitting on dismissal, at the last hearing the court said, "If you do these three things, I'll let you go."

And on that front, I appreciate the playing field's a little bit different now than where the court's sitting, but we certainly would have been much more aggressive on things we could have been doing between then and now had we not given those marching orders at that point in time.

THE COURT: Okay.

MR. SCHWARTZ: So I want the court to keep that in mind if the court's inclined not to dismiss the case that the debtor then should get a chance --

THE COURT: I think what I would really like to hear from is the debtor because I think the debtor's credibility on direct and cross is going to be key to my decision in this. So I'd like to hear from him.

MR. SCHWARTZ: Certainly.

THE COURT: Mr. Agwara, could you please come forward and be sworn. And there's some water up

here, I believe, in a little notch there to your right when you're sitting down.

THE CLERK: Go ahead and stand. Remain standing and raise your right hand.

Do you affirm to tell the truth before the Bankruptcy Court under the penalties of perjury?

THE WITNESS: Yes, ma'am.

THE CLERK: Please state your name and spell it for the record.

THE WITNESS: Liborius Agwara, L-i-b-o-r-i-u-s, last name spelled A-g-w-a-r-a.

THE CLERK: Thank you.

THE COURT: Mr. Schwartz, please go ahead.

MR. SCHWARTZ: Thank you, Your Honor.

And so the court's aware, I had not prepared direct testimony questions. There is a declaration. I'll --

THE COURT: I want to hear from him.

MR. SCHWARTZ: No, no. Certainly, and that's fine. I may go quickly and defer --

THE COURT: That's fine.

MR. SCHWARTZ: -- to cross, as I think counsel and the U.S. Trustee had more questions and it may be easier to do redirect than direct because really the --

R.S. PAGE125

THE COURT: And that's fine, too. I will give you as much redirect as it relates to their questions as you want. And since you haven't prepared, I called him earlier than you really -- I'll give you some leeway on coming back on direct.

MR. SCHWARTZ: Maybe, Your Honor, that makes the most sense. I think Mr. Agwara is prepared to answer questions. We've talked about this before. If the court --

THE COURT: Why don't we do this. It's kind of out of order. I will let you cross first. It's not exactly cross, but I will let the opponents examine him first. I create it as cross-examination, and then you can go back on direct.

MR. SCHWARTZ: Your Honor, if you want, I can ask him a couple simple questions --

THE COURT: Please go ahead.

MR. SCHWARTZ: -- whether he authorized his bankruptcy and --

THE COURT: Sure. That's fine.

LIBORIUS AGWARA,
having been duly sworn, was
examined and testified as follows:

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DIRECT EXAMINATION

BY MR. SCHWARTZ:

Q. Mr. Agwara, thank you for coming today.

Could you tell the court a little bit about your legal professional background when you passed the bar and how long you have been practicing.

A. I passed the bar in 2001. And I worked for Gordon and Silver from 2000 as a clerk until 2001.

I opened my practice in, I believe, in October of 2001.

THE COURT: We have something in common. I was a partner in Gordon and Silver.

MR. SCHWARTZ: Oh, did you cross over?

THE COURT: I don't think so.

BY MR. SCHWARTZ:

Q. Well, I'll stop with the comments that are not related to direct, Your Honor. I apologize.

Mr. Agwara, what kind of legal work do you do in your practice?

A. In the beginning I did just about everything because I needed to make money. So I couldn't afford to specialize.

In the past, I'd say, five years, I'd

R.S. PAGE126