

<b>overnight</b> 46:15 51:21	10,14 230:8 231:7,25 232:2,4, 6 241:12 243:20 245:1,2,9 246:8 251:15	50:15 235:7	156:11 157:20 166:12 168:1,3 185:24 190:2 213:1,10,11 214:5,8,11 215:5, 19 216:6 218:1,9, 13 224:9 263:20	253:7 261:1,5,11
<b>overreaching</b> 227:21 230:4,17, 19 232:20 243:12	<b>painting</b> 33:1,2, 3,8 96:10 112:6, 12,16,20 115:9, 10,12,16 116:3 117:12	<b>parked</b> 49:19 73:16	<b>personally</b> 22:23 23:2 131:25	
<b>overruled</b> 8:13 26:17 30:16 45:14,18 60:15 61:13 135:3 179:4 191:22 219:21 235:17	<b>pan</b> 8:1	<b>part</b> 15:4 44:12 71:4 79:23,25 80:3,5 89:2,4 94:9,10 120:5 125:24 158:8 163:12 166:12 183:15 184:4 203:23 237:9 249:4,23 253:20	<b>pertained</b> 14:24,25 27:17,19,20 94:4 102:21 156:10 183:20 184:10 185:25 207:11 212:17 215:22 218:6	<b>pertaining</b> 40:6 102:8 103:15 104:14,25 141:6 224:3 226:11
<b>owe</b> 144:18 207:5,6	<b>Pandullo</b> 129:11	<b>partial</b> 183:20 184:9	<b>PDF</b> 70:10	<b>pertains</b> 181:16 221:5,9
<b>owed</b> 104:8 167:25 186:1 205:9 207:4	<b>panel</b> 7:4,5 10:6 11:5 13:2,8 16:4 20:25 70:10 108:14 110:2,11, 15 111:1,7 124:9 186:6,9 188:18 198:24 199:3 237:20,22 238:12 239:8,10 243:2,4, 25 244:7 246:18 252:9 253:17 257:25 258:15 260:20 262:14 263:16,22 265:21	<b>parties</b> 265:3	<b>pecuniary</b> 11:20 227:5 240:10	<b>phase</b> 238:25 239:5 262:15
<b>owes</b> 86:1	<b>panel's</b> 110:16 200:22	<b>partying</b> 168:24 207:15	<b>pen</b> 177:16,17	<b>phases</b> 222:22
<b>owing</b> 94:6	<b>panels</b> 237:9	<b>pass</b> 76:13 96:20 107:9 149:17 176:23 196:24 217:15 218:15	<b>penalty</b> 152:20 229:15 255:20,21 262:14	<b>phone</b> 58:7 61:5 97:12 141:25 142:1 161:13,23 165:2 172:14,15 195:17,20
<b>owned</b> 77:9 153:5	<b>paper</b> 210:16,19	<b>passed</b> 111:6	<b>people</b> 21:9 27:18 28:8 33:10 65:19 114:4,6 125:23	<b>phones</b> 212:12
<b>owner</b> 33:4,14 96:8,13 112:15 115:9,17 205:14	<b>paperwork</b> 220:25	<b>past</b> 77:8 153:5 161:22 221:23 222:2,3 264:7	<b>people's</b> 39:6	<b>phrase</b> 23:4
<b>ownership</b> 11:20 86:10 181:19 189:4 227:4 240:10	<b>paragraph</b> 21:23 28:23 29:1 64:12 72:8 77:6,13 78:16,23 88:2 91:3,4 94:19 124:16 125:2 153:3 154:4,25 155:16,22 156:7 162:18 163:4,20 164:11 195:3,7, 11,16 197:15	<b>pattern</b> 242:12 263:21	<b>Perez</b> 35:22 114:12 116:10,16 117:10	<b>pick</b> 35:4,21 65:21 74:15,18, 23 132:13,18 135:11 138:25 139:3,10 142:16, 25 147:11 160:12 168:2,4 174:11, 17 185:20,22 188:8 206:5 209:13 210:6 225:13,17
<b>owns</b> 76:4 206:10 208:9,16	<b>paralegal</b> 99:10 119:2,5,10,12 221:11,14	<b>pay</b> 15:2,11 27:12 28:5,9 69:3 77:19 78:22 91:22 92:13 103:2 113:10,19 154:13 155:21 156:2,12, 14,22,25 163:8, 12 167:22 168:23 176:12 184:8 205:17 207:25 208:15 215:16 230:20,22 231:24 232:3 234:3 243:20 244:13,25 246:24 247:1,22 250:20,21 251:14	<b>Perfect</b> 128:3	<b>picked</b> 31:25 35:23 39:2 62:8 63:7 77:17 106:6 107:6 147:24,25 154:11,17 160:14 166:23 167:2,3 174:16,18 176:4 205:25 207:16 233:3,15
<b>P</b>	<b>paralegals</b> 119:3,10	<b>paying</b> 102:24	<b>perfectly</b> 257:7	<b>picking</b> 78:4
<b>p.m.</b> 143:5,20 144:8,14 159:9 164:21 213:25 266:3	<b>parenthesis</b> 48:20 49:25	<b>payment</b> 15:10 77:15 91:25 92:6, 9,10 93:10 94:3, 23 96:18 113:13, 14 124:20 150:15,17 154:6	<b>period</b> 209:11 226:6,7 227:20 229:22 263:18 264:23 265:2	<b>pickup</b> 46:21 48:15 49:8 50:4
<b>pack</b> 80:1			<b>perjury</b> 152:20 229:15	<b>picture</b> 34:5 138:4,7 172:13
<b>pages</b> 8:23 70:11 105:6 152:11			<b>permanently</b> 203:15	
<b>Pahrump</b> 73:9 233:6			<b>permission</b> 20:24 23:11	
<b>paid</b> 90:15 93:12 95:5 111:24 150:12 151:4,5 157:15,24 168:6, 11,17 183:20 203:7,23 207:2,3, 18,19,20 208:7,			<b>person</b> 82:13,16 112:9 119:7 170:21 172:5 174:4 206:10 208:9 221:9	
			<b>personal</b> 18:22 88:6,18 218:5	

Electronically Filed  
Jul 21 2021 08:27 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

<b>piece</b> 228:22 230:24	<b>popped</b> 58:12	264:9,25	130:5 133:18 145:5,20 190:10 194:7 204:9	<b>proceedings</b> 9:25 70:24 97:9 222:14 254:11 266:2
<b>pinged</b> 115:7	<b>portion</b> 36:13 40:22 41:11 42:2 47:7,10,16,17,19 48:1,4,7,19 50:7, 11 51:1,14,18,23 52:11 53:6,8,22 54:12,23 56:2,10 64:11,12 72:9,10 75:8,10 79:18 140:11 143:4	<b>practicing</b> 19:4 62:25 254:5	<b>print</b> 131:7	<b>process</b> 15:18 120:23
<b>place</b> 92:23 114:3 146:2 208:9 217:4 233:16	<b>portions</b> 87:23	<b>pre-disclosure</b> 231:2	<b>prior</b> 17:23 23:12 30:15 36:18 70:2 87:11 94:25 112:6 125:3 145:16 184:1 202:1 213:15 239:11 240:23,25 251:4,10 252:19, 22 259:4 263:15	<b>processing</b> 108:5
<b>plea</b> 248:8	<b>position</b> 10:2 13:12 59:24 151:19 256:7 261:17 262:3	<b>preapproval</b> 231:2	<b>prison</b> 20:5 207:23	<b>Produced</b> 71:2
<b>plead</b> 229:24,25	<b>possess</b> 14:3,17 203:10 228:21	<b>precise</b> 129:18 148:6	<b>private</b> 237:15	<b>profession</b> 13:10
<b>pleading</b> 125:2	<b>possessing</b> 62:21	<b>precisely</b> 263:1	<b>privilege</b> 22:3	<b>professional</b> 241:5,18,20
<b>pled</b> 13:19 229:2 248:8	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>predator</b> 245:24 247:14	<b>Pro</b> 124:20	<b>profit</b> 230:17 244:16 255:3,5
<b>plenty</b> 205:21	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>prefer</b> 111:3 127:24	<b>probability</b> 229:10	<b>profited</b> 234:5
<b>point</b> 19:22 27:12 36:24 62:13 65:24 70:23 71:19 72:15 90:16 92:8 102:23 103:5 106:7,15 107:6 113:11,12 119:13 120:25 126:1 129:7 131:16 132:12 134:17 145:9 149:7 179:25 185:17 189:9 190:24 196:20 202:21,24 203:4 209:11,20 215:14 225:3,12 238:1,16,19 260:25	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>preference</b> 127:5	<b>probable</b> 13:16 56:3 87:22 88:3 243:14	<b>proof</b> 13:14 229:7
<b>pointed</b> 93:25	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>preferred</b> 94:6	<b>probation</b> 93:1 114:10	<b>properly</b> 47:8 48:5 51:15 142:4 241:24
<b>police</b> 14:20 20:15 32:1,5 44:13,17 57:22 65:12 79:22 82:19 83:22 95:22 114:23 115:4,18 116:7 231:8 234:22 249:3 253:11	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>prehearing</b> 8:12	<b>problem</b> 20:7 26:22 30:20 36:8 37:24 38:14 64:22 66:18 70:8 74:6 75:2 139:19 141:7 142:3 187:16 232:4 233:24	<b>properties</b> 45:4
<b>policy</b> 96:11 111:18,20 112:1, 4 217:23,25 218:23 219:4,6,7, 10,11 221:22 230:3	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>present</b> 248:13	<b>problematic</b> 120:15	<b>property</b> 14:13, 14 15:20 19:25 42:17 45:6,23 47:4,15 84:24 86:1,2,10 87:9 91:25 92:8,9,15 96:17 122:5 203:2 218:5 227:13,19,24 228:22 230:14,24 236:13,21 238:9 244:5 245:5,13, 22 248:15 249:2 250:1,14 253:11 254:14 262:18,23
<b>Policy-wise</b> 231:12	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>presented</b> 108:13	<b>problems</b> 206:3 253:7,17 261:2,5, 12	<b>proposed</b> 164:11 197:19 199:7
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>pressure</b> 247:3,4	<b>proceed</b> 17:5 59:13 99:1 110:11 194:9 222:18	<b>prosecuting</b> 108:24
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>pretrial</b> 93:1 114:10	<b>proceeded</b> 88:15	<b>prosecution</b> 108:7
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>prevent</b> 227:20 243:12 249:6 260:7	<b>proceeding</b> 240:22 262:15 264:13	<b>prosecutor</b> 254:8
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>prevented</b> 78:3		
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>previous</b> 144:9		
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20	<b>previously</b> 9:17 23:25 24:13 25:21 27:8 28:19, 21 33:20 36:9 39:16,22 43:8 55:11 59:19 63:20 66:20 67:18 68:2,6,8 70:1 71:21 75:3, 16 100:25 102:3 103:19 104:17		
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:14 245:12 262:20			
	<b>possession</b> 19:25 41:24 65:24 67:21,22 72:18,23 73:14, 15,22,24 74:7,9, 22 83:12 97:20 107:2 169:5,6 181:23,24 185:17 189:10 203:17 206:6 225:3,5,8 238:			

<b>prosecutorial</b> 200:7	<b>purchased</b> 65:11,16 87:3 89:17 183:23 184:13	<b>quarter</b> 86:23	<b>quick</b> 8:16 11:8 211:6	<b>ready</b> 210:2 211:17
<b>protect</b> 14:21 33:12 228:12 231:9 233:23 245:8 257:23 259:9	<b>purchases</b> 86:3	<b>quash</b> 20:3,10 31:23 90:8 244:24 250:18	<b>quickly</b> 60:22	<b>real</b> 206:21 255:5
<b>protection</b> 15:24	<b>purpose</b> 195:20 198:17 214:2 227:20 231:13 232:15,19 233:23 240:5 243:12	<b>quashed</b> 28:2,4 90:13 227:25 230:7 244:12	<b>quietly</b> 28:22 36:13 40:23 41:11 42:1,11 52:14 53:10 54:1, 14 55:2 56:6 64:15 72:12 141:2	<b>realize</b> 34:23,24 254:19
<b>prove</b> 13:17 203:4 210:20	<b>purposes</b> 15:23 126:23	<b>question</b> 14:2 23:2 30:17 34:10 36:17 41:8 45:22 48:12 61:1 66:13 78:24 80:15 81:4, 16 83:1,4,16,17, 21,25 84:5,14,19, 22 85:17,23 94:25 97:18 106:15 110:10, 15,22 111:17 120:21 121:4,5 122:15,16,23,24 125:16 155:13,15 166:7,19 179:6 182:9 191:2,25 192:17 208:7 209:3 217:19 219:24 221:24 236:6,9 255:12	<b>quitclaim</b> 241:13	<b>realized</b> 34:14 35:14
<b>proven</b> 234:21	<b>purse</b> 29:17 31:21 32:6 33:22, 23 34:2,3,8 37:7, 16 38:6 41:2,15 42:7,15 47:11,20, 25 48:8 51:2,7,24 52:5,19 53:15 54:4,18 55:6 56:11,16 57:3 59:20,25 80:19 81:1,3,9,21,24 86:13 216:18 223:8 224:4 234:20	<b>questioned</b> 79:21	<b>quitely</b> 21:22	<b>Realtors'</b> 83:22
<b>provide</b> 100:16 101:16 102:1,12, 14 104:4,24,25 105:18,20 114:14,24 195:24 196:7 197:4,5 198:19 200:18,21 241:25 242:5	<b>purses</b> 52:2	<b>questioning</b> 111:4 186:5 188:19 196:16 198:17	<b>quote</b> 241:12	<b>reason</b> 68:3 112:3 116:10 120:14 125:18 148:3,14 157:17 164:7 189:13 193:11 198:10,13 201:21 205:18 228:15
<b>provided</b> 26:12 34:13 37:11 98:3 105:21 106:24 136:7 199:16 203:2	<b>purses/wallets</b> 51:19	<b>questions</b> 46:22 59:17 97:25 98:15 109:22 110:4,5,7,8,22 111:1,8,11,13 122:12 124:9 126:10 128:24 144:24 154:17 179:16 180:9,12, 15,17 182:8 184:19 187:14 188:12 189:3 192:9,13,19,22 202:8,10,13 208:21,22,24,25 218:20 219:13 221:17 236:2,5 252:15 255:11 258:16 265:3	<hr/> <b>R</b> <hr/>	<b>reasonable</b> 11:23 12:4,16,21 224:12,16 226:17,22 227:23 228:2 241:25
<b>providence</b> 87:9	<b>pursue</b> 15:21		<b>raised</b> 101:18	<b>reasoning</b> 159:12 198:6 199:10,18
<b>public</b> 15:23 28:3 126:5,7 241:1,7, 15 243:10 245:19 248:6,23,25 249:11,12,13,22 250:9,11 251:10 257:12,19,23 258:12 259:9 265:6	<b>pursuing</b> 15:22		<b>ramp</b> 248:19	<b>reasons</b> 13:1 230:4
<b>publish</b> 20:25 239:10	<b>push</b> 211:9,11		<b>Randy</b> 205:13,14	<b>recall</b> 20:20 22:2, 9,21 23:4,8,10,15 24:9 26:23 27:2 29:7 35:12,17 36:1,2,17 63:8 65:7 66:19 67:13 68:19 73:1,13,23 74:8 78:13,15 80:23 105:2 106:20,23 107:14,15 109:23 124:25 125:16 129:19 130:19,20 135:16 138:19 146:20 147:10 163:11,15,17,19 164:23,25 165:8 168:10 170:6 172:20 174:7,8 180:2 186:25 194:2 196:5 213:5 218:12 221:23
<b>published</b> 265:12	<b>put</b> 20:16 29:18 35:23 45:23 46:11 93:1 116:20 117:11 118:14 122:3 127:23 164:8 216:4 237:16 247:3 252:23 256:19 259:16, 19,25		<b>range</b> 259:5	<b>recalled</b> 194:6
<b>pulled</b> 16:2	<b>puts</b> 35:25 215:12 246:21		<b>rare</b> 111:19	
<b>punish</b> 257:23			<b>rarely</b> 111:23	
<b>punished</b> 245:11,12,13 254:13,17			<b>reach</b> 195:11 199:15 228:18	
<b>punishment</b> 239:19			<b>reached</b> 115:19 116:2 237:25 238:22	
<b>punitive</b> 15:25			<b>reaction</b> 249:22	
<b>purchase</b> 42:22 89:14			<b>read</b> 16:7 21:22 28:22 29:4,6 32:2,4 35:2,3 36:13 40:23 41:10 42:1,11,19 52:14,16 53:10 54:1,13 55:2 56:6 64:15 72:12 80:22 85:7 86:7 87:23 88:15 91:6 93:6 119:23 141:2 153:9 159:20 167:11 178:3 187:15,20	
	<b>quadcopter</b> 124:19		<b>reading</b> 50:21 80:23 83:23 87:25 89:3,7 96:15 144:17	
	<hr/> <b>Q</b> <hr/>			

<b>receipt</b> 53:3,14, 20 54:9,13,22,24 146:1,4 149:3,4 168:16	<b>recommended</b> 252:5	238:4 252:13 256:8	260:1	20 58:3,6,8,15 83:22 96:7 115:18 116:12 234:22
<b>receipts</b> 27:19 168:13,14 207:7, 8,10	<b>record</b> 7:2,22 24:1,20 38:20 43:9 55:13 59:6,9 67:5 97:5 127:15 170:1 192:17 212:1 213:12 216:13 223:16 237:20 239:2,4 252:24 262:11,14	<b>Regional</b> 18:16  <b>Register</b> 24:15 40:2 67:20  <b>registered</b> 46:21 48:16 49:8 50:4  <b>reimbursed</b> 150:13 196:20  <b>reinstatement</b> 252:2  <b>reiterate</b> 96:16  <b>related</b> 100:17 111:18 114:15 226:13 236:13 252:19,24  <b>relates</b> 192:17 238:13,22  <b>relation</b> 102:20 188:18 217:4  <b>relationship</b> 14:7,8 19:16,20 20:20 22:4,10 23:19 25:8,9,10 62:14 63:4 64:23 65:1 69:10 181:11 188:19 223:3 226:5 232:19 234:11  <b>relevance</b> 165:23 166:5 168:25 199:20  <b>relevant</b> 199:23 200:4  <b>relieved</b> 238:8  <b>remand</b> 20:12  <b>remember</b> 23:12 28:7 58:10 65:10 82:18 98:10 114:2 118:10 163:15 164:2,3, 19 168:9 171:9, 14,16 172:2,7 173:17 174:12 176:15,16 190:15 206:1,5,8 207:17 217:10 246:13 247:17 250:9	<b>remind</b> 170:16 222:13  <b>reminded</b> 32:25  <b>remorse</b> 254:11  <b>remotely</b> 224:3  <b>remove</b> 259:21  <b>removed</b> 247:15  <b>rent</b> 76:9 145:10, 12,14 148:10 150:7,9 163:8,13 231:16,21,22 246:14,16,20 263:5  <b>rental</b> 75:14,20, 25 76:2,3,8 146:2,19,22 148:3,17 150:12, 13,21,22 151:16 157:15,21,24 158:11,13 159:17 160:17 178:23 179:1,9,12 196:17,21 225:19,21,22  <b>rented</b> 146:2,9, 12 148:3,8 149:22 150:1 196:14,18 205:20 225:18 231:20 246:15 263:8  <b>repair</b> 77:17 78:1,3,7 154:12  <b>repairs</b> 77:18 154:13 176:2 208:8,11  <b>repeat</b> 30:17 161:12 179:6 191:3,25 255:15  <b>repeated</b> 87:5 89:19  <b>repeatedly</b> 238:15 262:20  <b>rephrase</b> 37:15 72:22 74:14 191:4  <b>report</b> 44:17,21 56:15,17 57:18,	<b>reported</b> 94:5  <b>REPORTER</b> 115:6 255:14,18  <b>reports</b> 20:15 32:1,5,8,9 44:19 116:25 117:3  <b>reposition</b> 204:15  <b>represent</b> 32:14 43:4,12 63:18 162:13 187:7 244:12  <b>representation</b> 8:3,22 23:23 72:16 104:7 227:25 249:5  <b>represented</b> 23:21 38:17,22 39:18 43:2,14 62:7,9,22,23 122:2 165:25 168:19 169:4  <b>representing</b> 12:10 40:7  <b>reprimand</b> 241:1,8,15 249:10,22 250:4, 9 251:11 252:13 257:12,19 258:12 264:21 265:5,6, 14,19  <b>reprimanded</b> 249:25 258:4  <b>reproduced</b> 134:22  <b>repurchased</b> 65:19  <b>reputation</b> 254:4  <b>request</b> 96:22 109:12,18 126:14 156:6 171:11 199:3 200:22 215:5  <b>requested</b>
<b>receive</b> 16:18 92:24 100:10 105:9 147:21 164:13,17 171:23	<b>received</b> 9:20 20:14 32:25 38:18 78:19 80:4 84:23 85:25 89:10 96:9 104:7 105:19,22 108:4 115:23 136:24 155:3 161:17 167:17 195:22 225:14 248:6 257:18  <b>receives</b> 264:21  <b>receiving</b> 111:18 161:13 212:16  <b>recently</b> 63:16  <b>recess</b> 59:3,5 96:23 97:3 126:14 127:13 237:18 239:3 262:12  <b>recipients</b> 89:23  <b>recognize</b> 22:15 24:14 25:23 44:10 52:22 63:22 67:18 70:17,21 71:10 79:15 101:1 102:5 103:20 104:19 152:11 177:9 194:18  <b>recollection</b> 64:25 74:21 105:12 144:12 216:15 217:12  <b>recommend</b> 243:2 252:7  <b>recommendatio</b> <b>n</b> 258:13	<b>records</b> 45:16 234:2  <b>recover</b> 49:17  <b>recovered</b> 48:20 49:1,6,25  <b>recross</b> 124:8  <b>RECROSS-</b> <b>EXAMINATION</b> 124:11 182:23 192:23 197:1  <b>rectify</b> 253:8 261:16,19  <b>red</b> 46:16 235:10  <b>redirect</b> 97:6 109:25 177:1 188:16 194:12 201:2 221:19  <b>reduced</b> 247:19  <b>reference</b> 75:20, 21 82:12 131:24 137:25  <b>referencing</b> 83:11  <b>referred</b> 81:7 137:11  <b>referring</b> 18:15 50:11 70:5 75:4 159:24  <b>reflect</b> 59:9  <b>refresh</b> 64:24  <b>refusal</b> 242:13 264:3  <b>refused</b> 185:15  <b>regard</b> 24:6 31:2 203:20 217:1		



101:19,22 117:13 198:24 263:4 <b>requests</b> 13:2 173:25 <b>require</b> 252:1 <b>required</b> 109:7 196:8 197:5 228:12 <b>reserve</b> 107:14, 15 109:22 <b>respect</b> 13:4,5 90:7 <b>respectfully</b> 13:1 126:14 <b>respond</b> 101:11, 17 109:12,18 119:14 171:11 210:5,11 250:8 <b>responded</b> 141:8 173:24 185:18 <b>respondent</b> 7:16,19,20 9:17 10:23 11:15 13:6 76:15 100:14 101:10 107:11 124:18 167:18 182:25 204:8 211:21 237:24 262:17,24 264:20,24 <b>respondent's</b> 10:9,10,16 16:6 87:18 121:7 151:23 159:3 178:13 187:9 194:17 201:5 238:14 249:24 <b>Respondents</b> 211:5 <b>responding</b> 158:22 161:9 171:5 <b>response</b> 13:13 21:3 28:23 36:10 64:6 71:25 94:18 97:19 100:15 102:1,6,7,8,22 103:5 104:4,14,	20 105:6,7,14 106:3,5,9,24 107:2,7 124:9 125:15 154:16 164:13 170:24 171:6,22 184:18 186:8 196:6,16 197:20 198:16 199:3,8 223:6,14 224:19 234:24 253:17 256:18 260:16,20 <b>responses</b> 98:3, 5 221:9 <b>responsibility</b> 118:8,15 119:22, 24 241:20 248:9 <b>responsible</b> 159:1 <b>rest</b> 16:4 96:24 205:11 <b>restate</b> 13:12 <b>restitution</b> 15:10 78:22 104:8 155:10 156:16, 18,22 157:1 205:9,16 207:19, 20,25 234:1 247:20 250:22 251:16 261:16,19 <b>rests</b> 202:22 <b>result</b> 240:6 <b>resulted</b> 242:9 <b>retain</b> 11:13 129:8 242:1 <b>retained</b> 25:13 63:9,16 65:8 90:7 163:5 190:11 215:21 226:5 241:8 246:7,8 247:23 258:2 <b>retainer</b> 25:14,18 26:7,12 27:8 69:14,15 90:18, 22 91:12,20 93:25 101:19 102:12,14,19,24 104:5,24 105:1,9 109:4,7 122:18 124:21 190:12	215:17 224:8 241:9 <b>retains</b> 11:10 <b>retention</b> 216:6 218:6 226:11 <b>return</b> 77:19 78:23 154:13 155:21 156:2 163:7 167:23 173:25 180:6 216:11,25 238:15 <b>returned</b> 106:5 115:10,16 116:5 125:6 195:8 238:16 253:10 262:2,21 <b>returning</b> 104:11 105:25 <b>Revenue</b> 94:5 <b>review</b> 20:18 35:6,8 60:24 71:16 75:5 82:11 100:7,12 108:11 121:10 199:16 201:7 <b>reviewed</b> 16:8 35:9 60:12,25 82:8 87:16 118:7 119:17,18,23 234:24 <b>reviewing</b> 34:12 <b>revisit</b> 9:10 <b>rid</b> 81:18 <b>ridiculous</b> 232:7 <b>right-hand</b> 136:20 <b>rightful</b> 33:14 96:8,13 <b>rights</b> 14:21 228:12,16 231:9 <b>ring</b> 29:17 31:3,7, 15,22 33:22,23 37:8,17 38:1,8 41:3,16 42:7,16 47:12,21,25 48:9 51:3,8,25 52:6,19 53:16 54:5,19 55:6 56:12,16	58:5,9,11 59:21, 25 60:13,19 61:3, 16,20 92:15 94:22 95:3,6 103:12 216:18 223:9,19 224:2 234:20 <b>ripped</b> 39:9 <b>rise</b> 249:12 <b>road</b> 20:7 93:5 248:17 <b>role</b> 12:9,24 99:14 224:24 <b>room</b> 7:23,24 20:2 39:5 96:24 237:15,16 <b>roundabout</b> 62:10 <b>routine</b> 20:16 <b>RPC</b> 11:17 13:3,4 241:2 257:20 <b>rule</b> 33:11 108:25 109:3,7,8 203:19 227:20 228:13 236:7 237:23 238:2,8,18 239:9 240:7,19 242:18, 22 243:5 250:2 256:14 260:6 265:19 <b>rules</b> 14:13 223:3 237:5,21 238:12, 20 241:5,17 251:21 <b>ruling</b> 192:18 238:23 <b>run</b> 8:16 219:2,7 221:23 222:2,3 <b>running</b> 206:10	<b>Samantha</b> 82:5 <b>San</b> 19:2 <b>sanction</b> 244:9, 19 252:5,10 255:24,25 256:3, 4,11,15 257:4 263:12 264:19 <b>sanctions</b> 237:7 239:20 256:20 <b>sat</b> 79:1 166:16, 18 206:12 232:25 <b>satisfied</b> 91:13 <b>save</b> 111:2 <b>saves</b> 96:12 <b>Savino</b> 187:3 <b>SBN</b> 118:18 <b>scale</b> 251:2 260:7 <b>scared</b> 82:19 <b>scheme</b> 245:17 <b>scope</b> 107:13 186:5 192:9,12 251:7 <b>SCR</b> 240:20 260:23 <b>screen</b> 21:8,9,14 28:20 40:22 44:7 45:2 47:7,16 48:19,24 50:7 51:14 53:8,23 54:10,23 56:4 63:21 64:11,13 66:22 72:9 75:10 76:18 82:5 87:14 88:23 101:1 130:4,7,8 132:24 134:21 142:4 145:22 152:8 159:4 162:16 177:6 180:11 194:19 220:21 <b>screening</b> 108:13 110:11,15 237:9 <b>screenshots</b> 135:2
---	---	---	---	--

<b>scroll</b> 24:17 25:25 36:11 71:7 79:13 136:5 137:1,16 152:10 162:19 187:21	86:13 183:8 <b>send</b> 100:14,21 101:10 103:14 104:2 115:21 138:21 140:11 144:19 160:13 161:17 164:20,24 165:3 175:13 201:6,9 259:15	160:12 166:24 167:3,8,9 171:13, 24 172:4,18 173:12 174:5,8, 14,21,24,25 175:3,4,5,10,19, 25 176:2,5,6,12, 15 179:18 205:2, 4 206:3,7,9,10, 14,16,19 209:12 210:6 233:7,9,11, 12,14 247:7 248:1	<b>sign</b> 26:4,7,9 127:3 163:20,25 178:10 192:4 197:16 199:14 201:14,15,24 202:3	22 71:13,24 72:3, 6,11,14,24 73:8, 25 78:11 80:21, 24 81:2,10,12,19, 22 82:2,7,14 83:15,24 84:12 86:19 87:10,12, 21 88:21,25 89:8, 12,15,21,24 90:3, 24 91:5,7 99:3 111:12 112:4,8 113:20 115:12 119:16 120:1 121:4,11 127:10, 21 128:17,18 134:9 136:3 137:1 139:18 140:6,7 147:17 148:19 150:6 151:12 153:13 154:24 155:13 157:25 160:4 163:11 164:2,10, 15 165:21 166:17,19 170:8 171:14 172:2 175:8,20 176:11 177:24 180:4,14 183:2 185:13 190:15 191:2,25 193:1,4 202:9 204:19 220:18 222:16,19 236:4 252:16
<b>scrolled</b> 142:6	<b>sending</b> 115:22 138:20 225:12	<b>shops</b> 208:17	<b>signature</b> 21:17 22:19 24:4 26:5,8 36:12 64:1 67:11 72:4 91:2,15,17 101:3 103:23 118:17,19,20,23, 24 152:14 177:12,22 178:6 194:24 230:12	
<b>scrolling</b> 44:23 47:14 52:8,21 53:2 68:11 70:16 71:9 130:20 131:1 138:3 139:11 140:1 141:18 142:20 143:3,23 144:6 146:7	<b>sense</b> 49:21 121:22 238:7 264:5	<b>Shorty</b> 82:13,16, 19,23 84:16	<b>signed</b> 12:7,23 90:18 118:7 119:22,23 177:20 224:22 225:14 234:24 250:12,17	
<b>searches</b> 88:16	<b>sentence</b> 120:16,17	<b>shot</b> 87:14	<b>signing</b> 91:11 196:2	
<b>season</b> 28:8	<b>separate</b> 39:14 256:22	<b>show</b> 12:12 14:18,19,23 22:12 43:7 66:16 79:14 90:19 112:17 113:9,18 129:13 220:16 256:24	<b>similar</b> 256:9,13, 14	
<b>section</b> 45:6,8 47:5,13 131:6	<b>September</b> 25:2 72:17 107:25 157:11 232:9 233:18 242:17	<b>showed</b> 27:8 68:2 94:24 112:11 224:7 256:23	<b>simple</b> 11:15	
<b>secure</b> 93:3 218:12	<b>serial</b> 117:7	<b>showing</b> 21:14 23:24 24:12,14 25:16,21 28:19, 21 36:8 39:15,21 40:4 48:3 52:10 54:8,21 55:10,20 63:19,20 66:19 67:17 68:5 75:2 100:24 102:3 103:18 104:17 130:4 133:17 138:12 145:19	<b>simply</b> 15:24 87:5 89:19 235:12 236:12	
<b>security</b> 11:20 113:18 182:3 189:5 218:9 227:4 236:11 238:4 240:10 262:18	<b>series</b> 170:5	<b>shown</b> 45:2 71:15 223:5	<b>sir</b> 9:7 11:1 16:15 17:12,19 18:8 19:5,7,10,15,19 20:22 21:21,25 22:17,20 24:3,5 25:24 29:1,2,5 36:5 37:19,20 38:12,14,24 43:11 44:2,4,9, 12,22,25 45:25 46:8 47:6,9,13,18 48:2,6,23 49:12, 22 50:13,24 51:16 52:13,20, 23 53:1,5,9,17, 21,25 54:7,20 55:7 56:1,5,8,9, 13,19 57:5,9 58:20 59:15 62:2 63:2,7,10,23 64:2,5,9,14,17 65:6 66:13,14,18 67:3,6,12,16 68:10,15 70:19,	
<b>seek</b> 12:4,21 75:12 91:8 151:17 159:15 190:25 200:14 224:16 226:23 258:9	<b>Service</b> 94:5	<b>shows</b> 88:13 133:23 223:23 234:18,21	<b>sitting</b> 112:2	
<b>seeking</b> 12:3,20 224:15 226:22	<b>services</b> 27:4 42:17 93:1,10,12 242:6	<b>sic</b> 77:10 80:15 87:5 88:5	<b>situation</b> 220:2 249:25	
<b>sees</b> 243:4	<b>set</b> 35:4 66:5 241:18 245:25	<b>side</b> 136:15,20 161:16 190:23 191:15,16	<b>sit</b> 11:6 19:18 23:8 25:18 27:19 31:1 36:5 66:13	
<b>Seidel</b> 215:6,12	<b>severity</b> 260:12		<b>small</b> 248:21	
<b>self-regulation</b> 13:9	<b>shape</b> 134:6 145:14		<b>snapshots</b> 134:8,10	
<b>selfish</b> 242:12 243:18 244:22 246:9 253:4 263:16	<b>share</b> 21:8 28:20 63:21 76:18 100:25 130:4,7		<b>soda</b> 203:13,14	
<b>sell</b> 32:7 37:2 57:11,12,24 77:10 81:8 82:24 88:19 184:4	<b>shared</b> 132:23		<b>sold</b> 143:16	
<b>selling</b> 81:4	<b>sharing</b> 44:7 45:2		<b>son</b> 30:8 31:19 120:9,12 123:16, 21,23 214:23	
	<b>sheet</b> 255:22		<b>son's</b> 31:18 120:7 125:6	
	<b>shipping</b> 77:8 153:4			
	<b>shop</b> 73:20,21 77:9,17 78:1,4,7 106:7 147:25 153:6 154:12			

<b>sort</b> 27:23 69:3 78:7 82:5 95:17 104:9	<b>span</b> 209:7	25:19 27:17,19, 20 29:18 67:14 95:16 113:25	76:7,17,20 78:14, 17,23 90:19 94:17,18 96:21 97:5 98:3,15,16, 18 108:5 109:19, 24 117:25 118:2 119:14 122:22 124:6,17 125:2, 15 126:11,13,24 127:15,18 128:12 129:25 132:22 133:10,18 134:3, 7,18 135:15 136:7 145:20 146:5 147:1 149:4,8 150:22 151:5,22 152:19, 20 153:1 154:16 155:1,22,25 156:1 157:14,23 160:21 161:22 162:1,2,5 166:2 167:11 170:25 176:24 179:23 186:3 187:7,14 188:14 193:20 196:11 199:24 200:3,25 202:2, 15,22 203:4,24 207:11 208:3,20 210:19 211:2,25 217:16 218:17,18 220:22 222:6 223:7,14 224:19 225:15 227:16 229:7,24 231:10, 18 232:6,23 234:15 235:19,25 238:21 239:6,9 240:21 241:19 242:11,16,19,21 243:2,6,8 249:19 251:25 253:16 255:13,23 257:22 258:13 260:15,23 261:4 262:3,5,16, 17	188:21 189:5 201:22 214:23 222:24 223:7,15 234:17 235:7 241:11,22 257:17,25 258:13
<b>Sosa</b> 14:1 19:24 26:19 28:1 29:21 49:19 56:23 57:2 79:19,20 81:8 82:16 90:7 94:20, 23 116:13,22 122:19 125:5 229:10 251:13 252:8 255:6	<b>Sparknotes</b> 241:7	<b>stage</b> 108:5,7,8	<b>statement</b> 10:25 11:8 15:14 31:5 68:13 77:20 79:20 82:18 85:6, 8 125:9 139:24 154:9 155:6,12 159:22 161:1,12 167:19 195:18 232:7 261:6 264:1	
<b>Sosa-avila</b> 11:17 12:14 13:4 14:1 19:13,14,17 20:21 22:4,10 23:19 25:8,13 26:1,24 27:4,12, 24 28:12 29:8,14 30:12,23 31:6 33:21 34:15 37:1 38:17,22 40:7,13, 19 41:10 43:3,4, 10 52:25 55:13 59:18 79:12 84:9 87:3 88:17 89:9, 17 99:20,23 100:20 102:17,23 103:6 117:15 124:18 126:8 193:23 202:18,25 212:20 215:5 223:4,11 224:12, 22 227:12,19 234:8,17 240:14 243:17 244:21 253:4,9 256:8,11, 24 258:4 262:18, 22 264:16	<b>speak</b> 98:5 161:22 196:1 225:16 258:20, 21,22	<b>stamped</b> 43:22, 24 69:25 70:6,7	<b>statements</b> 8:24 61:11	
	<b>speaking</b> 31:16, 17 98:10 125:18	<b>stand</b> 16:23 98:19 127:19 194:2 225:4	<b>states</b> 11:17 13:21 50:3,15 77:7,14 137:22 140:14 142:15,24 143:14 195:3,7, 11 201:6 225:24 227:2 235:19,20 239:22 240:2,7 241:15 242:22 258:2	
	<b>speaks</b> 38:5	<b>standards</b> 236:8 237:3 239:20,21 243:14	<b>stating</b> 167:13	
	<b>special</b> 114:18	<b>standing</b> 234:4 241:19	<b>status</b> 31:25 92:14 104:11 105:24 106:12	
	<b>specific</b> 41:18 60:25 61:4 100:16,17 163:12 198:13 241:4	<b>stands</b> 254:22	<b>stay</b> 107:13	
	<b>specifically</b> 29:24 36:20 38:6, 7 44:21 52:1 61:19 63:15 65:9 66:11 85:3 98:1, 12 114:2 118:12 123:25 199:13 232:22 260:25	<b>start</b> 19:11 66:21 73:18,19 135:14 170:17 238:24	<b>steal</b> 14:9,11 82:23 203:13,15	
	<b>Speculation</b> 45:10 179:3	<b>started</b> 8:6 20:21 56:22 65:1 70:12 121:16 142:8 173:23 244:14 262:15	<b>stealing</b> 62:17, 20	
	<b>spell</b> 212:1 254:21	<b>starting</b> 7:6 55:20 148:7	<b>step</b> 230:3 251:19	
	<b>spend</b> 158:11 168:24	<b>starts</b> 43:16 47:5 69:24 86:22	<b>steps</b> 100:10	
	<b>spent</b> 158:12	<b>state</b> 7:2,11,14 8:3,9 9:6,23 10:2, 6,20,24 11:4,12 13:1,13 15:17,22 16:12,20,22 17:18,21 18:1,14 19:4 21:3 26:13, 19 28:23 29:13 41:17 51:18 58:18 59:7 62:25 64:6 71:1,25	<b>Steve</b> 7:7	
	<b>split</b> 123:18		<b>stick</b> 79:13 107:18	
	<b>spoke</b> 81:23 91:11 97:23 98:8 114:16 116:12 120:7 165:1 195:16 197:3 206:24,25		<b>stiffed</b> 228:1 259:12	
<b>Sosa-avila's</b> 19:23 23:6 24:7 37:10 60:8 100:22 101:15 102:9 223:17,25 235:5	<b>spoken</b> 97:13 98:1		<b>stole</b> 39:10 49:16 84:24 126:8	
<b>sound</b> 30:21 31:4 167:15 187:10	<b>Sporty</b> 84:18,19 89:11		<b>stolen</b> 14:2,3,14	
<b>source</b> 94:4	<b>spread</b> 206:24			
<b>South</b> 18:9	<b>Spring</b> 167:9 174:21 176:17			
<b>space</b> 216:3	<b>square</b> 233:25			
	<b>staff</b> 22:24 23:3,5			

15:20 19:25 32:12,18,19 33:3, 7,10,17 34:16,20, 21,24,25 35:11, 14,15 37:2,5,6,9, 13,17 38:3,9 44:20 45:8,9,23 46:6,10,11,13,16 47:15 48:20 49:1, 6,11,12,17,25 56:24 57:14,20 58:8 60:9 61:6, 17,21 65:11,20, 25 66:10 81:1,25 84:2,23 85:18,25 86:2,3,14 89:11 93:15,19,22 95:19 97:20 112:11,17 114:13 116:6 122:5 125:15,19,22 126:2 156:23 169:5 203:2,7 216:11,24 223:13,21 227:19,24 228:3, 5,10,19,20,22 229:4,11 231:8 234:21 236:13,21 238:10 244:1,5 245:5,12,22 248:14 249:2 253:10 254:14	111:24 114:4 118:6 125:21 <b>submission</b> 225:16 263:25 <b>submit</b> 15:13,23 16:18 70:24,25 104:13 130:13,16 131:5 133:13 225:14 228:11,19 232:7 234:7,9,12 236:16 243:6,16 244:2,5 247:11 248:16 249:8,9 250:25 251:20 252:3,12 260:6 262:8 <b>submits</b> 227:16 235:25 262:5 <b>submitted</b> 13:11 15:3,14 19:12 58:18 61:25 64:8 69:15,16,19 99:24 100:3 106:21 124:24,25 125:11 131:2 134:2 146:5 147:1 149:4 150:21 152:24 162:20 167:21 170:10 203:21 207:8,10 220:25 232:5 <b>submitting</b> 134:7 <b>subpoena</b> 114:19,22 115:3 195:23 198:18 <b>subsection</b> 261:15 <b>subsequent</b> 241:16 <b>subsequently</b> 223:21 <b>substance</b> 169:6,7 <b>substantial</b> 242:14 264:9 <b>sudden</b> 209:16, 20	<b>suffered</b> 263:10 <b>sufficient</b> 252:13 263:24 <b>suggest</b> 250:24 255:13 <b>suggested</b> 20:8 28:11 76:3,6 239:19 255:20 <b>suggesting</b> 113:11 <b>suggestive</b> 237:2 <b>suggests</b> 240:17 <b>suicide</b> 65:13 <b>suitcases</b> 39:6 <b>summarizes</b> 13:12 <b>summary</b> 71:5 124:23 152:25 229:14 <b>summer</b> 263:5 <b>supplies</b> 216:4 <b>support</b> 152:24 <b>supports</b> 233:4 <b>suppose</b> 119:17 <b>supposed</b> 92:6, 17 94:20 115:10 213:9 214:4 215:13 216:6 <b>Supreme</b> 108:25 240:19 242:18,21 243:5 <b>surrounded</b> 66:5 <b>suspend</b> 259:20 <b>suspended</b> 264:20 <b>suspension</b> 239:22 243:3,6 245:20 248:19,20 249:9,17 251:25 252:1 257:12,14 258:14 259:17,18 263:13 264:19	<b>suspension-</b> <b>worthy</b> 247:14 248:4,5 <b>sustained</b> 74:12 106:17 110:20 166:6 192:15 <b>swear</b> 16:25 98:20 128:6 211:18 <b>sweetheart</b> 258:22 <b>sworn</b> 15:11 17:4,22 98:25 127:22 128:11 164:8 194:7 204:9 211:22 233:17 <b>system</b> 20:12 66:4 260:9 <hr/> <b>T</b> <hr/> <b>tailored</b> 244:21 256:21 <b>takes</b> 203:17 <b>taking</b> 11:5 122:19 128:22 218:23 219:5 224:9 233:12 243:1,12 245:24 250:1 258:23 <b>talk</b> 41:21 82:19 144:23 161:23 170:22 180:1 191:11 250:5 258:20 <b>talked</b> 121:13 165:5 178:11 185:21 210:5,10 228:9 254:12 <b>talking</b> 61:16 82:22 153:20 164:2,25 246:25 261:12 265:16 <b>talks</b> 38:4 78:12 251:11 <b>tax</b> 28:7 <b>taxes</b> 28:8	<b>teach</b> 96:14 245:18,19 <b>team</b> 66:10 117:1 <b>technical</b> 203:4 230:1 244:6 251:3 252:9 <b>technically</b> 228:23 231:12 <b>telephone</b> 170:22 171:23 172:6 <b>tellin'</b> 84:23 <b>telling</b> 23:5 123:15 143:15 174:8 243:9 <b>temporary</b> 181:24 248:15 <b>ten</b> 62:17,23 64:21 163:4 165:10 187:15 <b>ten-minute</b> 96:23 <b>term</b> 243:4 <b>termination</b> 242:10 <b>terms</b> 11:22 12:8, 15,24 91:13,14 181:8,23 224:11, 23 226:16 227:22 228:2 241:23 258:8,22 <b>testified</b> 17:4 25:9 27:22 31:4 33:20 35:13 50:14 59:18 62:24 75:16 81:20 88:22 90:19 98:25 102:11 104:22 105:18,23 107:1 128:11 129:16 131:10 132:8 134:23 135:10 138:8 145:5 146:12 148:15 150:4 154:16 160:6 166:15 170:5,8,9 173:23 177:8,11 178:14
--	--	---	--	---

179:8 180:5,24 184:3,18 188:24 189:6,9,13 190:10 191:5,14 194:7 198:16 203:20 204:9 205:23 211:22 224:18 225:2,4,7, 10,18,20 226:10 228:6 229:18 231:15,16 234:23 246:10	<b>texted</b> 171:17 <b>texting</b> 171:7 <b>texts</b> 171:23 225:12 <b>thankful</b> 33:5 94:14 112:19 <b>theft</b> 14:11 <b>thereto</b> 162:21 <b>Thereupon--</b> 17:1 98:22 128:8 194:4 204:6 211:19 <b>thing</b> 11:13 95:17 96:14 98:10 120:7 126:3 208:12 224:2 245:7 250:4 253:12,18 257:3 <b>things</b> 47:1,2 82:23 87:10 97:21 209:20 210:22 227:6 245:17 258:7 <b>thinking</b> 14:9 148:12 193:10 210:18 <b>thought</b> 16:17 70:6 112:10 126:3 158:4 161:3 228:25 249:4 <b>thousand</b> 92:6 129:3 153:17 168:23 215:14 230:22 <b>threat</b> 243:10,11 249:12,13 <b>threw</b> 63:11 <b>time</b> 8:17 11:5 20:18 28:21 30:22 31:18 32:20,24 35:18 39:13 58:22 63:6, 13 65:21 66:4,12 74:22,23 77:1 92:2 106:5,8 107:1,7 108:1,4 109:22 110:2 113:21 115:20	126:20 128:2,22 132:17 139:2,9 141:9 144:21 153:11 160:20,22 161:23 162:2 168:2,19 172:24 174:1,2,7,9 178:8 180:21,22 181:2 182:14,15 183:24 189:9,25 190:7 193:14 206:18,24 207:12 209:12,13 210:6,12 215:10, 20,21 218:12 222:9 225:14 230:21 233:15 236:9,11 238:1, 16,20 248:22 250:5 254:22 263:18 <b>timeframe</b> 74:25 <b>timeline</b> 36:2 198:14 <b>timely</b> 253:8 261:15,18 <b>times</b> 29:24 74:17 118:6,12, 15 132:18,20 135:11 160:7 161:21 163:7 170:23 171:7,20 172:20,25 173:3, 4 183:17 206:21 210:11 261:22 <b>title</b> 78:19 79:6 155:3 212:7 <b>titled</b> 70:20 <b>today</b> 17:11 19:9, 18 27:20 36:5 81:5 99:16 115:2 142:16,17 144:21 162:10,11 201:20 222:22 239:2 257:21 264:17 <b>Todd</b> 7:2,19 11:15 17:2 99:25 128:25 129:15 143:8 167:1 204:7 212:24 213:1,9 214:21, 24,25 216:10,22 219:1,3 231:14,	22,25 232:2 <b>Todd's</b> 214:23 <b>told</b> 20:6 23:11 32:16 33:15 57:2 61:5,8 81:17,23 82:20,21 83:1 84:16,17 85:18, 24 92:22 112:15, 16 115:23 116:3 123:7 124:1 140:21 141:10 160:20 168:22 172:3,5 174:9 179:17 187:24 196:20 206:18 209:12,14 232:6 253:23 <b>Tom</b> 7:4 <b>tomorrow</b> 144:21 <b>top</b> 42:2 47:4 48:18 51:13 57:7 63:24 82:4 83:7, 16 85:16 87:13 95:14 105:2 130:10 135:14,20 <b>total</b> 102:20 182:14,15 <b>touch</b> 94:17 242:21 <b>tow</b> 73:20 <b>towed</b> 77:18 78:1 154:12 206:9 233:7 <b>Towers</b> 65:15 <b>towing</b> 208:15 <b>track</b> 63:13 112:14 215:18 <b>trafficking</b> 14:13 67:22,23 <b>trail</b> 210:16,19 <b>trained</b> 56:23 <b>transaction</b> 11:19,22 12:5,8, 9,11,14,24,25 13:23 181:15 224:11,23 226:15 227:3 232:24	236:9,10,12,17 240:9 242:4 <b>transactions</b> 189:4 258:21 <b>transfer</b> 241:17 <b>transmitted</b> 11:24 12:17 224:13 <b>transported</b> 205:4 <b>trial</b> 13:11 16:2,6, 11,13,16,19 121:7 244:19 <b>trouble</b> 129:4,10 143:9 <b>true</b> 76:10 124:22 131:7 152:21 155:6 195:5 222:1 <b>trust</b> 11:11 <b>truth</b> 143:16 253:23 <b>Tuesday</b> 137:3 <b>turn</b> 61:9 72:7 95:22 112:21 177:3 194:16 259:23 <b>Turnberry</b> 65:14 <b>turned</b> 14:19 15:19 32:20,21 33:3 35:15 36:3, 17,21 95:24 112:12 114:15 223:22 231:8 245:7 249:2 <b>turning</b> 31:12 33:6,13 38:10 43:1,20 69:22 71:20 103:13 126:3 129:23 178:12 <b>two-year</b> 243:3 251:25 257:12,13 258:14 <b>type</b> 46:4,14 47:15 48:4,13,18 49:1,4,5,11,24 50:14,15 51:5,10,
---	--	--	---	--

17 52:3 61:4 90:1 101:15 104:3 114:10 178:2,4,6 235:7,20,22 237:1 255:20 256:3,4,10 <b>typed</b> 177:18 178:3 <b>typically</b> 26:6,7 45:9 100:12 101:11	236:14,24 237:8 241:24 <b>understandable</b> 158:6 <b>understanding</b> 77:11 84:7 92:14 116:6 121:15 144:25 181:9,14, 18,21 182:2 198:23 215:1 265:8 <b>understands</b> 91:7,13,14 94:2 <b>understood</b> 11:25 12:18 33:17 156:21 264:6 <b>undisputed</b> 203:1,19 228:2,3 229:10,12 243:24 245:6 <b>unequivocally</b> 229:19 <b>unfair</b> 230:18 <b>unforthcoming</b> 253:16 <b>unpunished</b> 231:5 234:4 <b>unreasonable</b> 242:4 <b>unsolicited</b> 125:6 229:23 <b>URL</b> 88:19 <b>usual</b> 20:16 <b>utterly</b> 243:17	<b>vehicle</b> 39:7,8 49:20 58:9 62:22 65:11,16,25 66:10 73:4 74:24 75:13 78:18 88:5 97:20 104:12 106:8 117:5 145:13 149:23 150:7,9 155:2 159:16,23 163:9, 13 169:5 205:20 231:22 238:16 249:3 253:6 263:5,7 <b>vehicles</b> 72:19, 23 73:1 181:10, 16,20 182:3,14 191:6,10 192:2,6 193:3 226:17 233:2 <b>verbal</b> 190:13 <b>verdict</b> 255:22 <b>verification</b> 253:24 <b>verified</b> 124:13, 21 203:22 229:16 <b>verify</b> 68:5 195:22 <b>version</b> 201:14, 15 241:7 <b>versions</b> 232:8 <b>victim</b> 104:8 156:22 205:8,9, 13 251:16 <b>victims</b> 44:14 <b>video</b> 39:5 127:23 <b>viewed</b> 201:16, 18 <b>vintage</b> 77:10 153:6,12,15,18 183:10,16,24 184:4 247:13 <b>violate</b> 203:19 <b>violated</b> 109:3 229:2 <b>violation</b> 13:17, 21 229:21 231:12	234:8,10 237:6, 21,23 238:12,13, 20 240:12 244:4, 5,20 245:16,17 246:16,19 248:12,14,24 249:1,23 250:25 251:20,21 252:9, 10 256:14 257:5, 21 258:6 259:5 260:11,12,13 265:19,20 <b>violations</b> 13:19 239:8,9 241:2 248:7 249:17 250:10 256:1,13, 16,22 257:19 258:5,20 259:6 260:5 <b>Viper</b> 15:5 73:5, 14,24 74:7,9,15, 18,23 77:14,17, 23,24 104:11 105:25 106:4,6, 12 107:3,6 131:22 132:10, 13,18 135:12 137:12 138:25 139:3,5,10,16,24 140:15,23 141:14 142:16,25 146:14 147:8,11,21 148:2,11,13,21, 23,25 150:8 153:21 154:5,11, 17 159:25 163:6, 8,9,14 165:13 166:12 167:6 171:12,18 172:3 173:25 179:18 182:17 183:19,22 184:10,12,25 185:2,3,4,18 187:10 189:7,11, 22 190:17 191:6 192:2 196:19 206:19,25 207:1 208:13,14 209:5, 12,17,21 210:4 225:7,9,13,14,17 226:8,13,20,25 227:8,9 232:14 233:2 238:13,14 246:15 261:23,25 262:2,20,25	263:3,6 <b>Viper's</b> 171:24 172:18 <b>Viper...common</b> 143:16 <b>Viper...today.</b> 143:9 <b>visit</b> 73:9 <b>voice</b> 162:6 <b>voicemail</b> 162:3 <b>voicemails</b> 161:24,25 <b>voluntarily</b> 15:9 229:23 <b>Voluntary</b> 79:20 85:6,7 <b>volunteering</b> 13:9 <b>vote</b> 238:11 <b>Vuitton</b> 29:16 31:2,21 32:6 33:22 34:4,6 37:7,16,25 38:6 41:2,15 42:6,15 47:11,20,25 48:8 51:2,7,24 52:5,19 53:15 54:4,18 55:6 56:11,16 57:2,7,14,18,24 58:2,11 59:20,25 80:18 81:1,8,21, 24 82:5 86:13 87:14 88:20,24 94:21 95:2,6 103:11 116:8 117:4 223:8 224:4 234:20 <b>Vuitton's</b> 228:7 <b>vulnerable</b> 11:12
<b>U</b> <b>U.S.</b> 18:25 254:6 <b>uh-huh</b> 130:12 131:4 133:14 137:9 138:14 144:5 156:15 158:9 163:3 167:16 170:12 171:4,19,21 173:10 178:1 185:8 188:23 192:3 <b>ultimate</b> 113:12 255:24 <b>ultimately</b> 66:2 244:4 <b>unanimously</b> 237:22 238:21 <b>unavailable</b> 195:13 <b>uncontested</b> 203:1 <b>undercover</b> 32:7 34:19 37:1 56:21 <b>underlying</b> 19:9 97:9 99:16,18 196:11 <b>underneath</b> 40:2 49:4 57:8 <b>understand</b> 118:12 119:13 123:11 125:22 158:19 161:11 166:19 177:24 191:2 192:18 193:5 204:18	<b>understands</b> 91:7,13,14 94:2 <b>understood</b> 11:25 12:18 33:17 156:21 264:6 <b>undisputed</b> 203:1,19 228:2,3 229:10,12 243:24 245:6 <b>unequivocally</b> 229:19 <b>unfair</b> 230:18 <b>unforthcoming</b> 253:16 <b>unpunished</b> 231:5 234:4 <b>unreasonable</b> 242:4 <b>unsolicited</b> 125:6 229:23 <b>URL</b> 88:19 <b>usual</b> 20:16 <b>utterly</b> 243:17 <b>V</b> <b>vague</b> 26:16 74:10 122:8 219:19 <b>valley</b> 82:23 <b>Vegas</b> 18:9 44:17 73:17 112:17 147:25 152:16 174:15	<b>viewed</b> 201:16, 18 <b>vintage</b> 77:10 153:6,12,15,18 183:10,16,24 184:4 247:13 <b>violate</b> 203:19 <b>violated</b> 109:3 229:2 <b>violation</b> 13:17, 21 229:21 231:12	234:8,10 237:6, 21,23 238:12,13, 20 240:12 244:4, 5,20 245:16,17 246:16,19 248:12,14,24 249:1,23 250:25 251:20,21 252:9, 10 256:14 257:5, 21 258:6 259:5 260:11,12,13 265:19,20 <b>violations</b> 13:19 239:8,9 241:2 248:7 249:17 250:10 256:1,13, 16,22 257:19 258:5,20 259:6 260:5 <b>Viper</b> 15:5 73:5, 14,24 74:7,9,15, 18,23 77:14,17, 23,24 104:11 105:25 106:4,6, 12 107:3,6 131:22 132:10, 13,18 135:12 137:12 138:25 139:3,5,10,16,24 140:15,23 141:14 142:16,25 146:14 147:8,11,21 148:2,11,13,21, 23,25 150:8 153:21 154:5,11, 17 159:25 163:6, 8,9,14 165:13 166:12 167:6 171:12,18 172:3 173:25 179:18 182:17 183:19,22 184:10,12,25 185:2,3,4,18 187:10 189:7,11, 22 190:17 191:6 192:2 196:19 206:19,25 207:1 208:13,14 209:5, 12,17,21 210:4 225:7,9,13,14,17 226:8,13,20,25 227:8,9 232:14 233:2 238:13,14 246:15 261:23,25 262:2,20,25	263:3,6 <b>Viper's</b> 171:24 172:18 <b>Viper...common</b> 143:16 <b>Viper...today.</b> 143:9 <b>visit</b> 73:9 <b>voice</b> 162:6 <b>voicemail</b> 162:3 <b>voicemails</b> 161:24,25 <b>voluntarily</b> 15:9 229:23 <b>Voluntary</b> 79:20 85:6,7 <b>volunteering</b> 13:9 <b>vote</b> 238:11 <b>Vuitton</b> 29:16 31:2,21 32:6 33:22 34:4,6 37:7,16,25 38:6 41:2,15 42:6,15 47:11,20,25 48:8 51:2,7,24 52:5,19 53:15 54:4,18 55:6 56:11,16 57:2,7,14,18,24 58:2,11 59:20,25 80:18 81:1,8,21, 24 82:5 86:13 87:14 88:20,24 94:21 95:2,6 103:11 116:8 117:4 223:8 224:4 234:20 <b>Vuitton's</b> 228:7 <b>vulnerable</b> 11:12 <b>W</b> <b>wait</b> 9:4 <b>waiting</b> 10:4 199:1

<b>waive</b> 220:9 228:16	97:11 98:6,19,23 99:6,9,15 100:9, 19 101:1,9 102:4 103:19 104:1,18 105:13,23 107:22 108:17 109:9 110:6,9,24 157:8 159:8,11 161:2 162:14,22 163:24 164:14 178:15 194:2,5,14,18 197:3 200:13 201:4 202:8,12 254:3	<b>withdrawal</b> 36:19,22 121:14 217:4 223:15 242:25	<b>write</b> 29:20 177:14,16,19,22 192:4 209:15 220:7	<hr/> <b>Z</b> <hr/>
<b>waives</b> 91:14		<b>withdrawing</b> 145:17 223:16	<b>writing</b> 11:24 12:3,7,17,19,23 130:21 177:18,20 190:14 191:18 224:5,10,13,14 226:11,13,15,21, 24 258:8 260:1	<b>Zan</b> 11:17 13:5 58:18 62:4 67:1 70:20 97:17 99:20 127:18 128:9 195:4 204:22 246:10 251:14 252:12
<b>walk</b> 39:6		<b>withdrawn</b> 108:19 156:6 233:18,19	<b>written</b> 91:19 97:19 98:3 109:4, 7 156:19 190:18, 20 191:15 197:21 219:17,25 220:9 238:3,18	<b>Zane</b> 242:8
<b>walked</b> 247:21		<b>withdrew</b> 19:21 39:24 77:16 121:14,15,20,23 131:12 145:6 147:6 151:10 154:11 158:5 161:4 215:21 216:8 217:8,13 264:15	<b>wrong</b> 136:19 145:1 189:17	<b>Zoom</b> 124:18 127:3 193:24 202:19
<b>walks</b> 218:24		<b>witnesses</b> 45:3 126:18,24,25 127:1 193:21 202:16 204:3 211:4 222:10,11	<b>wrongful</b> 242:14 264:4	
<b>wallet</b> 31:3,6,15 34:4,6 37:8,16 41:2,15 42:7,15 47:12,21,25 48:9 51:2,7,25 52:5,19 53:15 54:5,18 55:6 56:12,16 57:7,14,19,24 58:2 59:21,25 81:6 82:6 87:14 88:20,24 92:16 94:21 95:2,6 103:11,12 116:8 117:4 223:9,19 224:4	<b>ways</b> 94:6 <b>Wednesday</b> 159:8 <b>weeds</b> 85:6 126:1 <b>week</b> 15:13 20:17 114:16 141:14 160:23,24 163:17 174:3 188:11 194:23 232:6 233:20 <b>weekend</b> 207:16 <b>weeks</b> 20:17 114:17 <b>Wesly</b> 89:3 <b>Where'd</b> 80:19 <b>white</b> 235:10 <b>wide</b> 34:7 <b>wife</b> 79:9,10 143:9 209:22 229:19 <b>wifi</b> 124:19 <b>wit</b> 42:19,21 <b>withdraw</b> 22:14, 17 23:3,6 24:1, 18,23 25:1 36:4 39:17 43:9 55:12 67:5 68:1,9,20 75:17 101:22 107:23,24 108:18,20 110:21 129:21 151:13 157:8 158:3 161:15 232:9	<b>Word</b> 201:11 <b>words</b> 156:24 171:25 177:22 178:2,6 <b>work</b> 9:5 18:22 114:21 127:7 176:7,9 213:23 231:6 249:14,24 251:9 254:9 255:2 <b>worked</b> 18:24 19:1 111:25 254:7 255:7 <b>working</b> 189:20, 24 210:1 221:11 <b>world</b> 33:9 94:11 158:4 <b>worse</b> 248:17,18 264:21 <b>worth</b> 259:8 <b>worthless</b> 46:9, 16 50:16 235:8 <b>worthy</b> 245:20	<b>wrote</b> 21:16 29:10,12,25 36:22 112:15 130:23 131:6 234:23	
<b>wallets</b> 52:2			<hr/> <b>Y</b> <hr/>	
<b>wanted</b> 14:20 79:8 95:4 98:2 107:23 108:18 113:12,15 115:2 119:18,19 120:11,12 123:22 140:22 161:15 167:14 205:6 206:4 209:13 232:8 233:17,18, 19 244:25 249:6 260:16			<b>year</b> 43:16 63:11, 14,15 125:8 135:15,16 144:24 147:16,22 148:2 160:7 173:18 182:18 183:25 185:4 225:9 226:19,20 227:10 233:14 264:25 265:1 <b>years</b> 18:25 33:1 62:7,17,23 64:20 99:14 115:13 119:9 180:25 183:20 184:1,9, 10,17 212:15 218:4 248:6 250:3 259:17 264:22 <b>yesterday</b> 144:8, 13	
<b>warrant</b> 20:2,3, 10 28:2 31:24 90:9,13 111:21, 22 129:13 227:25 230:7 244:10,12, 24 245:3,14 246:5 250:18 251:24 259:12				
<b>warranted</b> 250:10				
<b>watched</b> 83:17				
<b>watching</b> 112:25				
<b>water</b> 96:24 113:1				
<b>Watson</b> 71:14				

STATE BAR OF NEVADA  
SOUTHERN NEVADA DISCIPLINARY BOARD

**Todd Leventhal, Esq.**  
**Nevada Bar No. 8543**

**FORMAL HEARING**

File No: OBC20-0670 and BC20-0706

**May 20, 2021 @ 9:00 a.m.**

DOCUMENT	PAGE NOS.
Complaint Filed December 4, 2020 .....	SBN 001-010
Order Appointing Hearing Panel Chair Filed January 5, 2021 .....	SBN 011-013
Verified Answer to Complaint Filed February 26, 2021 .....	SBN 014-020
Notice of Initial Case Conference Filed March 3, 2021 .....	SBN 021-022
Scheduling Order Filed March 15, 2021 .....	SBN 023-027
Ad Hoc Order Hearing Panel Chair Filed March 22, 2021 .....	SBN 028-030
Order Appointing Formal Hearing Panel Filed March 25, 2021 .....	SBN 031-033
Notice of Formal Hearing Filed March 31, 2021 .....	SBN 034-035



**PANEL**

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Steve Moore, Lay Member

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Hearing Paralegal

Todd Leventhal, Esq.  
Respondent

David Clark, Esq.  
Counsel for Respondent

Case No: OBC20-0670; OBC20-0706



**STATE BAR OF NEVADA**  
**SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,	)	
	)	
Complainant,	)	
vs.	)	
	)	
TODD M. LEVENTHAL, ESQ.,	)	
Nevada Bar No. 8543,	)	
	)	
Respondent.	)	

**COMPLAINT**

TO: TODD M. LEVENTHAL, Esq.  
c/o Lipson Neilson  
Attn: David A. Clark, Esq.  
9900 Covington Cross Dr., Ste. 120  
Las Vegas, NV 89144

**PLEASE TAKE NOTICE** that pursuant to Nevada Supreme Court Rule ("SCR") 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 Blvd., Suite 100, Las Vegas, Nevada, 89102, **within twenty (20) days of service of this Complaint**. The procedure regarding service is addressed in SCR 109.

**GENERAL ALLEGATIONS**

1. Complainant, State Bar of Nevada (hereinafter "State Bar") alleges that TODD M. LEVENTHAL, Esq. (hereinafter "Respondent"), Nevada Bar No. 8543, is an active member of the State Bar, has been licensed to practice law in the State of Nevada

1 since September 25, 2003, and at all times pertinent to this Complaint, had a principal  
2 place of business for the practice of law located in Clark County, Nevada.

3 2. Respondent has engaged in acts of misconduct in violation of the Nevada  
4 Rules of Professional Conduct ("RPC"), requiring disciplinary sanctions.

5 OBC20-0670

6 3. On or about February 13, 2020, Amalia Sosa-Avila (hereinafter "Ms. Sosa-  
7 Avila") retained Respondent to represent her in two (2) criminal matters for a flat fee of  
8 \$6,000.00, with a down payment of \$3,000.00.

9 4. The retainer only mentions one of Ms. Sosa-Avila's cases.

10 5. Respondent contends that the \$6,000.00 fee was only for one case, and that  
11 he and Ms. Sosa-Avila made a verbal agreement to represent her in a second case for an  
12 additional \$2,000.00.

13 6. Ms. Sosa-Avila, on the other hand, contends that her understanding was  
14 that the \$6,000.00 retainer was for both cases, and that Respondent's secretary  
15 mistakenly forgot to include the second case in the retainer.

16 7. The day before (i.e., February 12, 2020), Ms. Sosa-Avila sent a text message  
17 to Respondent asking whether he was "willing to take ANY merchandise as partial  
18 payment? Maybe a new iPhone? Temperpedic [sic] mattress, 75' Smart TV...etc."

19 8. Respondent replied "[o]f course I'll work with you."

20 9. On or about February 27, 2020, Ms. Sosa-Avila gave Respondent a DJI  
21 Mavic 2 Zoom Wi-Fi Quadcopter drone and a 256GB iPhone 11 Pro Max in lieu of  
22 monetary payment to go toward the retainer.

10. Respondent did not abide by RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules) before receiving possessory interests in the aforementioned items from Ms. Sosa-Avila.

11. On or about April 30, 2020, Ms. Sosa-Avila gave Respondent a Louis Vuitton wallet and a ring in lieu of monetary payment to go toward the retainer.

12. Respondent did not abide by RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules) before receiving possessory interests in the aforementioned items from Ms. Sosa-Avila.

13. On or about June 17, 2020, Respondent filed a Motion to Withdraw on both of Grievant Sosa-Avila's cases which were granted on or about June 22, 2020.

14. Respondent alleges that he discovered that the items he received from Ms. Sosa-Avila were stolen after he withdrew from her cases, and that he returned the items to the Las Vegas Metropolitan Police Department anonymously.

OBC20-0706

15. On or about July 17, 2019, Zan Mitrov (hereinafter “Mr. Mitrov”) retained Respondent to represent him in two (2) criminal matters that went into warrant.

16. Mr. Mitrov agreed to pay Respondent \$5,000.00 for the criminal cases, plus an additional \$500.00 to quash his warrants.

17. Mr. Mitrov paid Respondent \$500.00 in cash the same day.

18. Shortly thereafter, Mr. Mitrov was charged with another criminal case.

19. Respondent agreed to represent Mr. Mitrov in the third criminal case for an additional \$2,500.00.

20. No retainer agreements were executed for any of Mr. Mitrov's cases.

1           21.    At some point during Respondent's representation of Mr. Mitrov,  
2 Respondent asked Mr. Mitrov if he could borrow his Dodge Viper.

3           22.    On or about July 23, 2019, Mr. Mitrov delivered the Viper to Respondent's  
4 office.

5           23.    Respondent did not abide by RPC 1.8 (Conflict of Interest: Current Clients:  
6 Specific Rules) before receiving a possessory interest in Mr. Mitrov's Viper.

7           24.    While still in possession of the Viper, Respondent asked Mr. Mitrov if he  
8 could borrow the Maserati he was driving on or about January 2, 2020.

9           25.    On or about February 18, 2020, Mr. Mitrov had an associate deliver the  
10 Maserati to Respondent's office in exchange for the Viper.

11          26.    Mr. Mitrov's associate delivered the Maserati to Respondent but was unable  
12 to recover the Viper as Respondent told him that the Viper was in North Las Vegas and  
13 that it was too late to pick it up.

14          27.    Respondent did not abide by RPC 1.8 (Conflict of Interest: Current Clients:  
15 Specific Rules) before receiving a possessory interest in Mr. Mitrov's Maserati.

16          28.    On or about February 19, 2020, Respondent asked Mr. Mitrov if he could  
17 have the Maserati for a few more months so that his wife could drive it in California and  
18 that he needed the title to the Maserati so that his wife could register it in California.

19          29.    Mr. Mitrov agreed to Respondent's request in exchange for the Viper.

20          30.    On or about March 4, 2020, Respondent contacted Mr. Mitrov stating that  
21 he no longer wanted the Maserati but, rather, needed money.

22          31.    Mr. Mitrov stated that he received the Maserati back after giving  
23 Respondent an additional \$900.00.

24          32.    Respondent was still in possession of Mr. Mitrov's Viper at this time.

25

33. On or about May 19, 2020, Respondent contacted Mr. Mitrov asking him for restitution.

34. On or about May 21, 2020, Respondent told Mr. Mitrov that the victim wanted their restitution the following day.

35. Although he believed he paid everything he owed, Mr. Mitrov went to Respondent's office to ask how much was still owed.

36. Respondent stated that he did not know the actual number.

37. Mr. Mitrov wrote Respondent a check for \$3,000.00.

38. Mr. Mitrov contends that he paid Respondent a total of \$16,900.00, while Respondent contends that only \$5,900.00 was paid.

39. On or about May 27, 2020, Mr. Mitrov sent Respondent a text message asking when he could retrieve his Viper.

40. Mr. Mitrov sent Respondent numerous text messages that went unanswered.

41. On or about June 17, 2020, Respondent filed a Motion to Withdraw on two of Mr. Mitrov's cases which were granted on or about June 22, 2020.

42. Between May 27, 2020, and the time he received Respondent's motions in the mail, Mr. Mitrov stated that he had no communications with Respondent.

43. Respondent finally returned the Viper in July 2020 after Mr. Mitrov threatened to report it as stolen.

## Count One

### **Rule 1.8 (Conflict of Interest: Current Clients: Specific Rules)**

44. Complainant repeats and realleges the allegations contained in Paragraphs 1 through 43 as if fully incorporated herein.

1           45.    Rule 1.8 (Conflict of Interest: Current Clients: Specific Rules) states, in  
2 pertinent part:

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

5                         (1) The transaction and terms on which the lawyer  
6 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;

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

9                         (3) The client gives informed consent, in a writing signed  
10 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.

11           46.    Respondent acquired a possessory interest in multiple items which were  
12 adverse to Ms. Sosa-Avila.

13           47.    The transaction and terms were not fair or reasonable to Ms. Sosa-Avila.

14           48.    Ms. Sosa-Avila was not advised in writing the desirability of seeking and/or  
15 was not given a reasonable opportunity to seek the advice of independent legal counsel  
16 on the transaction.

17           49.    Ms. Sosa-Avila did not give informed consent, in writing, to the essential  
18 terms of the transaction and Respondent's role in the transaction.

19           50.    Respondent's misconduct resulted in injury and/or potential injury to Ms.  
20 Sosa-Avila.

21           51.    In light of the foregoing, including without limitation paragraphs 2 through  
22 50, Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific  
23 Rules).  
24  
25

1 **Count Two**

2 **Rule 1.8 (Conflict of Interest: Current Clients: Specific Rules)**

3 52. Complainant repeats and realleges the allegations contained in Paragraphs  
4 1 through 51 as if fully incorporated herein.

5 53. Rule 1.8 (Conflict of Interest: Current Clients: Specific Rules) states, in  
6 pertinent part:

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

9 (1) The transaction and terms on which the lawyer  
10 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;

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

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

15 54. Respondent acquired a possessory interest in the Dodge Viper and/or  
16 Maserati which were adverse to Mr. Mitrov.

17 55. The transaction and terms were not fair or reasonable to Mr. Mitrov.

18 56. Mr. Mitrov was not advised in writing the desirability of seeking and/or was  
19 not given a reasonable opportunity to seek the advice of independent legal counsel on the  
20 transaction.

21 57. Mr. Mitrov did not give informed consent, in writing, to the essential terms  
22 of the transaction and Respondent's role in the transaction.  
23  
24  
25



1           58.     Respondent's misconduct resulted in injury and/or potential injury to Mr.  
2 Mitrov.

3           59.     In light of the foregoing, including without limitation paragraphs 2 through  
4 58, Respondent has violated RPC 1.8 (Conflict of Interest: Current Clients: Specific  
5 Rules).

6           **WHEREFORE**, Complainant prays as follows:

7           60.     That a hearing be held pursuant to SCR 105;

8           61.     That Respondent be assessed the costs of the disciplinary proceeding  
9 pursuant to SCR 120(1); and

10          62.     That pursuant to SCR 102, such disciplinary action be taken by the Southern  
11 Nevada Disciplinary Board against Respondent as may be deemed appropriate under the  
12 circumstances.

13          DATED this 4<sup>th</sup> day of December, 2020.

14  
15                   STATE BAR OF NEVADA  
16                   DANIEL M. HOOGE, BAR COUNSEL

17                   */s/ Gerard Gosioco*  
18                   Gerard Gosioco, Assistant Bar Counsel  
19                   Nevada Bar No. 14371  
20                   3100 West Charleston Boulevard, Suite 100  
21                   Las Vegas, Nevada 89102  
22                   (702) 382-2200  
23  
24  
25

Case No: OBC20-0670; OBC20-0706



**STATE BAR OF NEVADA**  
**SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA, )  
)  
Complainant, )  
vs. )  
)  
TODD M. LEVENTHAL, ESQ., )  
Nevada Bar No. 8543, )  
)  
Respondent. )

**DECLARATION OF MAILING**

TO: Kristi Faust, under penalty of perjury, being first and duly sworn, deposes and says as follows:

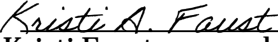
1. That Declarant is employed with the State Bar of Nevada and, in such capacity, Declarant is Custodian of Records for the Discipline Department of the State Bar of Nevada.
2. That Declarant states that the enclosed documents are true and correct copies of the **COMPLAINT, FIRST DESIGNATION OF HEARING PANEL MEMBERS, and STATE BAR OF NEVADA'S PEREMPTORY CHALLENGES** in the matter of the *State Bar of Nevada vs. Todd M. Leventhal, Esq.*, Case Nos. OBC20-0670; OBC20-0706.
3. That pursuant to Supreme Court Rule 109, the Complaint, First Designation of Hearing Panel Members, and State Bar of Nevada's Peremptory Challenges were served on the following by placing copies in an envelope which was then sealed

1 and postage fully prepaid for regular and certified mail, and deposited in the  
2 United States mail at Las Vegas, Nevada on **December 4, 2020**, to:

3 TODD M. LEVENTHAL, Esq.  
4 c/o Lipson Neilson  
5 Attn: David A. Clark, Esq.  
6 9900 Covington Cross Dr., Ste. 120  
7 Las Vegas, NV 89144  
8 **CERTIFIED MAILING NO.:7019 2280 0001 9440 7062**

9 I declare under penalty of perjury that the foregoing is true and correct.

10 Dated this 4<sup>th</sup> day of December, 2020.

11   
12 Kristi Faust, an employee  
13 of the State Bar of Nevada  
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Case No.: OBC20-0670; OBC20-0706



STATE BAR OF NEVADA  
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,	)	<b><u>ORDER APPOINTING HEARING PANEL CHAIR</u></b>
	)	
Complainant,	)	
	)	
vs.	)	
TODD LEVENTHAL, ESQ.	)	
NV BAR NO. 8543	)	
	)	
Respondent.	)	

**IT IS HEREBY ORDERED** that the following member of the Southern Nevada Disciplinary Board has been designated as the Hearing Panel Chair.

1. Marc Cook, Esq., Chair

DATED this 4th day of January, 2021.

STATE BAR OF NEVADA

By: Russell E. Marsh  
Russell E. Marsh (Jan 4, 2021 11:37 PST)  
Russell E. Marsh, Esq.  
Nevada Bar No. 11198  
Chair, Southern Nevada Disciplinary Board

# Hearing Pnl Chair\_Leventhal

Final Audit Report

2021-01-04

Created:	2021-01-04
By:	Cathi Britz (cathib@nvbar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1hvGC4i8F0Dj4Qn2VTWqbdKG6Xh6Atoq

## "Hearing Pnl Chair\_Leventhal" History

-  Document created by Cathi Britz (cathib@nvbar.org)  
2021-01-04 - 6:54:51 PM GMT- IP address: 71.222.19.43
-  Document emailed to Russell E. Marsh (russ@wmlawlv.com) for signature  
2021-01-04 - 6:55:10 PM GMT
-  Email viewed by Russell E. Marsh (russ@wmlawlv.com)  
2021-01-04 - 7:37:35 PM GMT- IP address: 24.120.39.10
-  Document e-signed by Russell E. Marsh (russ@wmlawlv.com)  
Signature Date: 2021-01-04 - 7:37:54 PM GMT - Time Source: server- IP address: 24.120.39.10
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies a true and correct copy of the foregoing  
**ORDER APPOINTING HEARING PANEL CHAIR** was served via email to:

1. Marc Cook, Esq. (Panel Chair): [mcook@bckltd.com](mailto:mcook@bckltd.com); [SLopan@bckltd.com](mailto:SLopan@bckltd.com)
2. David Clark, Esq. (Counsel for Respondent): [DClark@lipsonneilson.com](mailto:DClark@lipsonneilson.com)
3. Gerard Gosioco, Esq. (Assistant Bar Counsel): [gerardg@nvbar.org](mailto:gerardg@nvbar.org)

Dated this 5<sup>th</sup> day of January, 2021.

  
\_\_\_\_\_  
Kristi Faust, an employee  
of the State Bar of Nevada

Case No.: OBC20-0670; OBC20-0706

**STATE BAR OF NEVADA**

**SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,

Complainant,

vs.

TODD LEVENTHAL, ESQ.,  
Nevada Bar No. 8543

Respondent.

**RESPONDENT'S VERIFIED ANSWER  
TO STATE BAR'S COMPLAINT**

Respondent, Todd Leventhal, Esq., Nevada Bar No. 8543 ("Respondent"), by and through his counsel of record, David A. Clark, of LIPSON NEILSON, P.C., hereby responds to the State Bar of Nevada's Complaints as follows:

1. Answering paragraph 1, Respondent admits the allegations contained therein.
2. Answering paragraph 2, Respondent denies the allegations contained therein.

OBC20-0670

3. Answering paragraphs 3 and 4, Respondent denies the allegations contained therein. To the extent the allegations reference any documents with respect to these allegations, said documents speak for themselves.

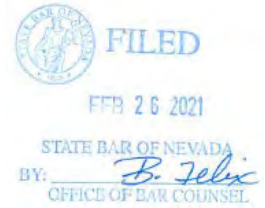
4. Answering paragraph 5, Respondent admits the allegations contained therein.

5. Answering paragraphs 6, 7, and 8, Respondent is without knowledge or information sufficient to form a belief as to the truth of the allegations contained therein and therefore deny the allegations.

6. Answering paragraphs 9 and 10, Respondent denies the allegations contained therein.

7. Answering paragraph 10, Respondent denies the allegations contained therein.

8. Answering paragraph 11, Respondent admits that Ms. Sosa-Avila gave Respondent a Louis Vuitton wallet and a ring but denies the rest of the allegations contained



1     therein.

2             9.     Answering paragraph 12, Respondent denies the allegations contained therein.

3             10.    Answering paragraph 13, Respondent is without knowledge or information  
4     sufficient to form a belief as to the truth of the allegations contained therein and therefore deny  
5     the allegations. To the extent the allegations reference any documents with respect to these  
6     allegations, said documents speak for themselves.

7             11.    Answering paragraph 14, Respondent admits the allegations contained therein.

8                             OBC20-0706

9             12.    Answering paragraph 15, Respondent admits the allegations contained therein.

10            13.    Answering paragraphs 16 through 20, inclusive, Respondent is without  
11    knowledge or information sufficient to form a belief as to the truth of the allegations contained  
12    therein and therefore deny the allegations. To the extent the allegations reference any documents  
13    with respect to these allegations, said documents speak for themselves.

14            14.    Answering paragraph 21, Respondent denies the allegations contained therein.

15            15.    Answering paragraph 22, Respondent admits the allegations contained therein.

16            16.    Answering paragraphs 23 and 24, Respondent denies the allegations contained  
17    therein.

18            17.    Answering paragraphs 25 and 26, Respondent is without knowledge or  
19    information sufficient to form a belief as to the truth of the allegations contained therein and  
20    therefore deny the allegations.

21            18.    Answering paragraphs 27 through 30, inclusive, Respondent denies the  
22    allegations contained therein.

23            19.    Answering paragraphs 31 through 35, inclusive, Respondent is without  
24    knowledge or information sufficient to form a belief as to the truth of the allegations contained  
25    therein and therefore deny the allegations.

26            20.    Answering paragraph 36, Respondent denies the allegations contained therein.

27            21.    Answering paragraph 37, Respondent is without knowledge or information  
28    sufficient to form a belief as to the truth of the allegations contained therein and therefore deny



1 the allegations.

2 22. Answering paragraph 38, Respondent denies receiving a total of \$16,900.00 from  
3 Mr. Mitrov for fees, and contends only \$5,900.00 was paid.

4 23. Answering paragraphs 39 and 40, inclusive, Respondent is without knowledge or  
5 information sufficient to form a belief as to the truth of the allegations contained therein and  
6 therefore deny the allegations.

7 24. Answering paragraph 41, Respondent is without knowledge or information  
8 sufficient to form a belief as to the truth of the allegations contained therein and therefore deny  
9 the allegations. To the extent the allegations reference any documents with respect to these  
10 allegations, said documents speak for themselves.

11 25. Answering paragraphs 42 and 43, Respondent is without knowledge or  
12 information sufficient to form a belief as to the truth of the allegations contained therein and  
13 therefore deny the allegations.

14 **Count One**

15 **RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules)**

16 26. Answering paragraph 45, Respondent repeats his responses to paragraphs 1  
17 through 43, inclusive, and incorporates them herein as if fully set forth.

18 27. Answering paragraph 45, Respondent admits that the excerpt quoted appears in  
19 the text of Nevada's Rule of Professional Conduct 1.8.

20 28. Answering paragraphs 46 through 50, inclusive, Respondent denies the  
21 allegations contained therein.

22 29. Answering paragraph 51, Respondent avers that the allegations contained therein  
23 call for legal conclusions and are simply a characterization of argument to which no response is  
24 required. To the extent the allegations plead a factual predicate, Respondent denies the  
25 allegations.

26 **Count Two**

27 **RPC 1.8 (Conflict of Interest: Current Clients: Specific Rules)**

28 30. Answering paragraph 52, Respondent repeats his responses to paragraphs 1

1 through 51, inclusive, and incorporates them herein as if fully set forth.

2 31. Answering paragraph 53, Respondent admits that the excerpt quoted appears in  
3 the text of Nevada's Rule of Professional Conduct 1.8.

4 32. Answering paragraphs 54 through 58, inclusive, Respondent denies the  
5 allegations contained therein.

6 33. Answering paragraph 59, Respondent avers that the allegations contained therein  
7 call for legal conclusions and are simply a characterization of argument to which no response is  
8 required. To the extent the allegations plead a factual predicate, Respondent denies the  
9 allegations.

10 **AFFIRMATIVE DEFENSES**

11 1. The State Bar's Complaint fails to state a claim upon which relief can be granted.

12 2. If any of the alleged Rules violations are found to have occurred by clear and  
13 convincing evidence, Respondent lacked the requisite mental state (neither intentional, knowing  
14 nor negligent) under *ABA Standards for Imposing Lawyer Sanctions* 3.0 to warrant either a  
15 finding that he violated the Rule or to warrant the imposition of a discipline sanction.

16 3. The grievants, Sosa and Mitrov, were not harmed or prejudiced for purposes of  
17 supporting a violation of RPC 1.8.

18 4. The terms of the transactions were fair, reasonable, fully disclosed, and  
19 transmitted in writing in a manner reasonably understandable.

20 5. Pursuant to SCR 102.5(2), Respondent asserts mitigating circumstances that may  
21 justify a reduction in the degree of discipline to be imposed.

22 6. If any of the alleged Rules violations are found to have occurred by clear and  
23 convincing evidence, the mitigating factors of SCR 102.5 outweigh any aggravating factors in  
24 the imposition of any sanction.

25 7. If any of the alleged Rules violations are found to have occurred by clear and  
26 convincing evidence, any imposition of lawyer sanction must reflect Respondent's individual  
27 conduct and circumstances pursuant to *ABA Standards for Imposing Lawyer Sanctions* 1.3.  
28

1           8.       The State Bar's claims are barred, in whole or in part, due to prosecutorial  
2 misconduct and/or malicious prosecution.

3           9.       The State Bar's claims are barred, in whole or in part, by the equitable doctrines of  
4 laches, waiver, estoppel and/or unclean hands.

5           10.      If it is found that Respondent accepted a gift, such transaction met the general  
6 standards of fairness, was a token of appreciation and/or is merely voidable by the client, but  
7 otherwise permitted under comment 6 to RPC 1.8.

8           11.      All possible affirmative defenses may not have been alleged herein insofar as  
9 sufficient facts were not available after reasonable inquiry upon filing of this Answer. Therefore,  
10 Respondent reserves the right to amend this Answer to allege additional affirmative defenses and  
11 claims, as applicable, upon further investigation and discovery.

12           WHEREFORE, Respondent prays as follows:

13           1.       That the State Bar take nothing by virtue of the Complaints, and that the same be  
14 dismissed with prejudice; and,

15           2.       For such other relief as the Board or Court may deem just and proper.

16           Dated this 26<sup>th</sup> day of February, 2021.

17                               LIPSON NEILSON, P.C.,

18                               /s/ *David A. Clark*

19           By: \_\_\_\_\_

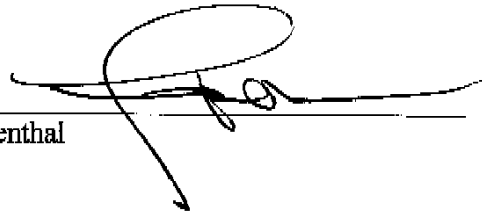
20           DAVID A. CLARK  
21           Nevada Bar No. 4443  
22           9900 Covington Cross Drive, Suite 120  
23           Las Vegas, Nevada 89144  
24           Attorneys for Respondent, Todd Leventhal, Esq.

VERIFICATION

I, Todd Leventhal, being first duly sworn, depose and say:

I am the Respondent in this matter. I have read the foregoing Answer in Case Nos. OBC20-0670 and OBC20-0706 and know the contents thereof. The same are true and correct of my own knowledge except those matters stated upon information and belief and, as to those matters, I believe them to be true.

Todd Leventhal



**CERTIFICATE OF SERVICE**

Pursuant to DRP 18((b)(2) and NRCP 5(b), I certify that on the 26<sup>th</sup> day of February, 2021, I served via email the foregoing **RESPONDENT'S VERIFIED ANSWER TO STATE BAR'S COMPLAINT** to the following:

Daniel M. Hooge, Bar Counsel  
Shain G. Manuele, Assistant Bar Counsel  
Kristi A. Faust, Hearing Paralegal  
Office of Bar Counsel  
3100 W. Charleston Blvd., Suite 100  
Las Vegas, Nevada 89102  
[shainm@nvbar.org](mailto:shainm@nvbar.org)  
[KristiF@nvbar.org](mailto:KristiF@nvbar.org)

*/s/ Debra Marquez*

\_\_\_\_\_  
Employee of LIPSON NEILSON P.C.

Case No: OBC20-0670; OBC20-0706



**STATE BAR OF NEVADA**

**SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,

Complainant,

vs.

TODD M. LEVENTHAL, ESQ.,  
Nevada Bar No. 8543,

Respondent.

**NOTICE OF TELEPHONIC INITIAL  
CASE CONFERENCE**

PLEASE TAKE NOTICE, the telephonic Initial Case Conference in the above-entitled matter is set for **Tuesday, March 9, 2021, at 10:00 a.m.** The State Bar conference number is (877) 594-8353, participant passcode is 16816576 then #.

DATED this 3<sup>rd</sup> day of March, 2021.

STATE BAR OF NEVADA  
DANIEL M. HOOGE, BAR COUNSEL

/s/ Gerard Gosioco  
Gerard Gosioco, Assistant Bar Counsel  
Nevada Bar No. 14371  
3100 West Charleston Boulevard, Suite 100  
Las Vegas, Nevada 89102  
(702) 382-2200


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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF TELEPHONIC INITIAL CASE CONFERENCE** was served via email to:

1. Marc Cook, Esq. (Panel Chair): [mcook@bckltd.com](mailto:mcook@bckltd.com); [SFagin@bckltd.com](mailto:SFagin@bckltd.com)
2. David Clark, Esq. (Counsel for Respondent): [DClark@lipsonneilson.com](mailto:DClark@lipsonneilson.com)
3. Gerard Gosioco, Esq. (Assistant Bar Counsel): [gerardg@nvbar.org](mailto:gerardg@nvbar.org)

Dated this 3<sup>rd</sup> day of March, 2021.

  
\_\_\_\_\_  
Kristi Faust, an employee  
of the State Bar of Nevada



FILED

MAR 15 2021

STATE BAR OF NEVADA  
BY [Signature]  
OFFICE OF BAR COUNSEL

Case No: OBC20-0670; OBC20-0706

## STATE BAR OF NEVADA

## SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

TODD M. LEVENTHAL, ESQ.,  
Nevada Bar No. 8543,

Respondent.

**SCHEDULING ORDER**

Pursuant to Rule 17 of the Disciplinary Rules of Procedure ("DRP"), on March 9, 2021, at 10:00 a.m. Marc Cook, Esq., the Formal Hearing Panel Chair, met telephonically with Gerard Gosioco, Esq., Bar Counsel, on behalf of the State Bar of Nevada, and David Clark, Esq., on behalf of Respondent to conduct the Initial Conference in this matter.

During the Case Conference the parties discussed disclosures, discovery issues, the potential for resolution of this matter prior to the hearing, a status conference, and the hearing date.

The parties agreed to the following:

**1.** The parties consent to service by electronic means of all documents pursuant to SCR 109(2), NRCP 5, and DRP 11(b)(3) with the understanding that **all documents need to be submitted by 5:00 p.m. to be file stamped timely.**

**2.** The parties stipulate that venue is proper in Clark County, Nevada.

**3.** The Formal Hearing for this matter is hereby set for **one (1) day starting at 9:00 a.m. on May 20, 2021**, and shall take place at the State Bar office located at 3100 W. Charleston Blvd., Suite 100, Las Vegas Nevada 89102 unless the State Bar offices are



1 unable to accommodate an in-person hearing due to COVID-19 precautions. If the State Bar  
2 offices are unable to accommodate an in-person hearing, the hearing shall take place  
3 virtually via Zoom Conferencing.

4       **4.** On or before **March 16, 2021, at 5:00 p.m.**, the State Bar of Nevada's  
5 initial disclosures shall be served on all parties. The documents provided by the State Bar  
6 shall be bates stamped with numerical designations. *See* DRP 17 (a).

7       **5.** On or before **March 24, 2021, at 5:00 p.m.**, Respondent's initial  
8 disclosures shall be served on all parties. The documents provided by the Respondent shall  
9 be bates stamped with alphabetical exhibit designations. *See* DRP 17 (a).

10       **6.** On or before **April 5, 2021, at 5:00 p.m.**, the parties shall file and serve  
11 any Motions.

12       **7.** On or before **April 19, 2021, at 5:00 p.m.**, all oppositions to the Motions,  
13 if any, shall be filed and served on the parties.

14       **8.** On or before **April 26, 2021, at 5:00 p.m.**, all replies to any opposition, if  
15 any, shall be filed and served on the parties.

16       **9.** On or before **April 20, 2021, at 5:00 p.m.**, the parties shall serve a Final  
17 Designation of witnesses expected to testify and exhibits expected to be presented at the  
18 Formal Hearing in this matter, pursuant to SCR 105(2)(d), DRP 17(a) and DRP 21.

19       **10.** All documents disclosed shall be bates stamped, the State Bar will use  
20 numerical exhibit designations and Respondent will use alphabetical exhibit designations,  
21 pursuant to DRP 17.

22       **11.** On **May 13, 2021, at 10:00 a.m.**, the parties shall meet telephonically with  
23 Marc Cook Esq. the Formal Hearing Panel Chair, for the Pre-hearing Conference. Any  
24 pending issues, including pending Motions, will be addressed at the Pre-hearing Conference.  
25

1 The parties shall use the State Bar conference bridge (877) 594-8353 and the passcode is  
2 16816576#.


3 Pursuant to DRP 23, at the Pre-hearing conference (i) the parties shall discuss all  
4 matters needing attention prior to the hearing date, (ii) the Chair may rule on any motions  
5 or disputes including motions to exclude evidence, witnesses, or other pretrial evidentiary  
6 matter, and (iii) the parties shall discuss and determine stipulated exhibits proffered by  
7 either the State Bar or Respondent as well as a stipulated statement of facts, if any.

8 **12.** The parties stipulate to waive SCR 105(2)(d) to allow for the formal  
9 appointment of the remaining hearing panel members on a date that is greater than 45 days  
10 prior to the scheduled hearing.

11 Based on the parties' verbal agreement to the foregoing during the telephonic Initial  
12 Conference and good cause appearing, **IT IS SO ORDERED.**

13 Dated this 12 day of March, 2021.

14 SOUTHERN NEVADA DISCIPLINARY BOARD

15  
16 By:   
Marc Cook, Esq.  
Hearing Panel Chair  
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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies a true and correct copy of the foregoing  
**SCHEDULING ORDER** was served via email to:

1. Marc Cook, Esq. (Panel Chair): [mcook@bckltd.com](mailto:mcook@bckltd.com); [SFagin@bckltd.com](mailto:SFagin@bckltd.com)
2. David Clark, Esq. (Counsel for Respondent): [DClark@lipsonneilson.com](mailto:DClark@lipsonneilson.com)
3. Gerard Gosioco, Esq. (Assistant Bar Counsel): [gerardg@nvbar.org](mailto:gerardg@nvbar.org)

Dated this 15th day of March, 2021.

  
\_\_\_\_\_  
Kristi Faust, an employee  
of the State Bar of Nevada

# 2021.03.10- Scheduling Order

Final Audit Report

2021-03-12

Created:	2021-03-12
By:	Kristi Faust (kristif@nvbar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3mx9RN3C3zj8V1YJYHSryuWVtMamJKKf

## "2021.03.10- Scheduling Order" History

-  Document created by Kristi Faust (kristif@nvbar.org)  
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-  Document emailed to Marc Cook (mcook@bckltd.com) for signature  
2021-03-12 - 10:08:27 PM GMT
-  Email viewed by Marc Cook (mcook@bckltd.com)  
2021-03-12 - 10:45:58 PM GMT- IP address: 174.71.209.84
-  Document e-signed by Marc Cook (mcook@bckltd.com)  
Signature Date: 2021-03-12 - 10:46:41 PM GMT - Time Source: server- IP address: 174.71.209.84
-  Agreement completed.  
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FILED

MAR 22 2021

STATE BAR OF NEVADA  
BY: B. Felix  
OFFICE OF BAR COUNSEL

Case Nos: OBC20-0670; OBC20-0706

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

TODD LEVENTHAL, ESQ.

NV BAR No. 8543

Respondent.

**AD HOC ORDER**  
**HEARING PANEL CHAIR**

**IT IS HEREBY ORDERED** that the following member of the Southern Nevada Disciplinary Board, MARC COOK has been released as panel Chair, and will be replaced by panel member F. THOMAS EDWARDS.

DATED this 22 day of March, 2021.

STATE BAR OF NEVADA

By: Russell E. Marsh  
Russell E. Marsh (Mar 22, 2021 12:33 PDT)  
Russell E. Marsh, Esq.  
Nevada Bar No. 11198  
Chair, Southern Nevada Disciplinary Board

# Ad Hoc Order\_Leventhal

Final Audit Report

2021-03-22

Created:	2021-03-22
By:	Cathi Britz (cathib@nvbar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAK-nDkDXBDHT8oh5JJuyMIUvZeKWvDnDr

## "Ad Hoc Order\_Leventhal" History

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-  Document emailed to Russell E. Marsh (russ@wmlawlv.com) for signature  
2021-03-22 - 7:22:05 PM GMT
-  Email viewed by Russell E. Marsh (russ@wmlawlv.com)  
2021-03-22 - 7:33:05 PM GMT- IP address: 24.120.39.10
-  Document e-signed by Russell E. Marsh (russ@wmlawlv.com)  
Signature Date: 2021-03-22 - 7:33:40 PM GMT - Time Source: server- IP address: 24.120.39.10
-  Agreement completed.  
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1. Marc Cook, Esq. (Released Panel Chair): [mcook@bckltd.com](mailto:mcook@bckltd.com);  
[SFagin@bckltd.com](mailto:SFagin@bckltd.com)

2. F. Thomas Edwards, Esq. (Panel Chair): [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com);  
[ssell@nevadalawfirm.com](mailto:ssell@nevadalawfirm.com)

3. David Clark, Esq. (Counsel for Respondent): [DClark@lipsonneilson.com](mailto:DClark@lipsonneilson.com)

4. Gerard Gosioco, Esq. (Assistant Bar Counsel): [gerardg@nvbar.org](mailto:gerardg@nvbar.org)

Dated this 22nd day of March, 2021.

Kristi A. Faust  
Kristi Faust, an employee  
of the State Bar of Nevada



Case Nos: OBC20-0670; OBC20-0706



FILED

MAR 25 2021

STATE BAR OF NEVADA  
BY: B. Felix  
OFFICE OF BAR COUNSEL

**STATE BAR OF NEVADA  
SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,

Complainant,

vs.

TODD LEVENTHAL, ESQ.

NV BAR No. 8543

Respondent.

**ORDER APPOINTING  
FORMAL HEARING PANEL**

**IT IS HEREBY ORDERED** that the following members of the Southern Nevada Disciplinary Board have been designated as members of the formal hearing panel in the above-entitled action. The hearing will be convened on the 20<sup>th</sup> day of May, 2021 starting at 9:00 a.m. via Zoom Video Conferencing.

1. F. Thomas Edwards, Esq., Chair;
2. Mike Lee, Esq.
3. Steve Moore, Laymember

DATED this 24 day of March, 2021.

**STATE BAR OF NEVADA**

Russell E. Marsh

By: Russell E. Marsh (Mar 24, 2021 10:19 PDT)

Russell E. Marsh, Esq.

Nevada Bar No. 11198

Chair, Southern Nevada Disciplinary Board



# Hearing Panel Ord\_Leventhal

Final Audit Report

2021-03-24

Created:	2021-03-23
By:	Cathi Britz (cathib@nvbar.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAj43OrWuUweBE-8agu8fjdSAfDVDWfV9X

## "Hearing Panel Ord\_Leventhal" History

-  Document created by Cathi Britz (cathib@nvbar.org)  
2021-03-23 - 11:34:28 PM GMT- IP address: 71.222.19.43
-  Document emailed to Russell E. Marsh (russ@wmlawlv.com) for signature  
2021-03-23 - 11:35:15 PM GMT
-  Email viewed by Russell E. Marsh (russ@wmlawlv.com)  
2021-03-24 - 0:03:00 AM GMT- IP address: 70.170.35.195
-  Document e-signed by Russell E. Marsh (russ@wmlawlv.com)  
Signature Date: 2021-03-24 - 5:19:23 PM GMT - Time Source: server- IP address: 24.120.39.10
-  Agreement completed.  
2021-03-24 - 5:19:23 PM GMT

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**ORDER** was served via email to:

- Dated this 25th day of March, 2021.

-1-

Case No: OBC20-0670; OBC20-0706



FILED

MAR 31 2021

STATE BAR OF NEVADA  
BY: *B. Felix*  
OFFICE OF BAR COUNSEL

**STATE BAR OF NEVADA**

**SOUTHERN NEVADA DISCIPLINARY BOARD**

STATE BAR OF NEVADA,

Complainant,

vs.

TODD M. LEVENTHAL, ESQ.,  
Nevada Bar No. 8543,

Respondent.

**NOTICE OF FORMAL HEARING**

PLEASE TAKE NOTICE that the formal hearing in the above-entitled action has been scheduled for **one day on May 20, 2021, at the hour of 9:00 a.m.** The hearing will be conducted via audio/visual simultaneous transmission (using Zoom) hosted from Las Vegas Nevada. The State Bar of Nevada will email an access link on May 19, 2021.

DATED this 31st day of March, 2021.

STATE BAR OF NEVADA  
DANIEL M. HOOGE, BAR COUNSEL

*/s/ Gerard Gosioco*

Gerard Gosioco, Assistant Bar Counsel

Nevada Bar No. 14371

3100 West Charleston Boulevard, Suite 100

Las Vegas, Nevada 89102

(702) 382-2200


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**CERTIFICATE OF SERVICE**

The undersigned hereby certifies a true and correct copy of the foregoing **NOTICE OF FORMAL HEARING** was served via email to:

1. F. Thomas Edwards, Esq. (Panel Chair): [tedwards@nevadafirm.com](mailto:tedwards@nevadafirm.com); [ssell@nevadalawfirm.com](mailto:ssell@nevadalawfirm.com)
2. Mike Lee, Esq. (Panel Member): [mike@mblnv.com](mailto:mike@mblnv.com)
3. Steve Moore (Lay Member): [rotaryactv@cox.net](mailto:rotaryactv@cox.net)
4. David Clark, Esq. (Counsel for Respondent): [DClark@lipsonneilson.com](mailto:DClark@lipsonneilson.com)
5. Gerard Gosioco, Esq. (Assistant Bar Counsel): [gerardg@nvbar.org](mailto:gerardg@nvbar.org)

Dated this 31<sup>st</sup> day of March, 2021.

  
\_\_\_\_\_  
Kristi Faust, an employee  
of the State Bar of Nevada

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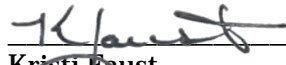
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I declare under penalty of perjury that the foregoing is true and correct.

Dated this 21st day of April, 2021.



Kristi Faust  
Hearing Paralegal  
Office of Bar Counsel

1 Case No. SG14-0127

2 **STATE BAR OF NEVADA**

3 **SOUTHERN NEVADA DISCIPLINARY BOARD**

4 STATE BAR OF NEVADA, )  
5 Complainant, )  
6 vs. )  
7 TODD LEVENTHAL, ESQ. )  
8 Respondent. )  
9 \_\_\_\_\_ )

10 **PUBLIC REPRIMAND**

11 TO: TODD LEVENTHAL, ESQ.

12 You were retained by Charlene Ellis ("Ellis") to represent her in four drug cases in the  
13 Fifth Judicial District Court of the State of Nevada; 12CR1339, 12CR01413, 12CR01414 and  
14 11CR00612. The charges against Ellis included: three counts Offer, Attempt or Commission  
15 of Unauthorized Acts(s) Relating to Controlled Substance, First Offense, in violation of NRS  
16 453.321/NRS 195.020, a category B felony; one count Trafficking in a Schedule I Controlled  
17 Substance in violation of NRS 453.3385 (High Level Trafficking greater than 28 grams), a  
18 Category A felony; and one count Conspiracy to Violate the Uniform Controlled Substance  
19 Act in violation of NRS 453.401, a Category C felony.

20 In Case Numbers 12 CR 01413A, 12 CR 01414A and 12 CR 01399A, the allegations  
21 raised by the State were that on February 8, 2011, February 9, 2011 and February 22, 2011,  
22 Ellis directed a co-defendant to sell drugs supplied by her to an undercover officer for which  
23 she received the proceeds of the sale. Case Number 11 CR 00612 pertained to the sale of  
24 drugs which occurred on March 1, 2011. In connection with that case, Ellis was interviewed  
25

1 and admitted selling drugs for a period of four months, and using her co-defendant for  
2 deliveries.

3 When Ellis originally retained your services, she paid \$400 in cash and delivered a jet-  
4 ski and trailer, for which you extended \$800 of credit. You advised Ellis that you would be  
5 working with Mark Zane ("Zane") of Zane Investigations for investigative services. Mr. Zane's  
6 duties would include interviewing witnesses and assisting with the defense of the case.

7 On June 14, 2012, at the preliminary hearing for Case 11 CR 00612, you notified the  
8 court that you did not have regular contact with your client and that she was therefore unable  
9 or unwilling to retain your services. You stated you were there for the sole purpose of  
10 waiving her preliminary hearing and rejecting her plea offer issued by the District Attorney.

11 You subsequently advised Ellis that you would no longer represent her without  
12 additional compensation. On July 16, 2012, you entered a "FLAT FEE RETAINER  
13 AGREEMENT" with Ellis for a fixed flat fee of \$125,000. The fee agreement stated that the  
14 fee was "NON-REFUNDABLE" and was "Paid in full by issuance of Quit Claim Deed APN:  
15 41-471-13, Nye County Nevada, without Incumbrance." Your agreement provided for you to  
16 pay all back taxes that Ellis owed on the property, including satisfying the County's lien.

17 As referenced in the fee agreement, you prepared a Quit Claim Deed for Ellis'  
18 residence described in the deed as Lot 81 of Golden Springs Ranch Unit 3, Nye County,  
19 Nevada ("the Property"). The Quit Claim Deed was in favor of TEGO, LLC and TLC  
20 NEVADA, INC. TEGO, LLC is a Nevada limited liability company whose Articles of  
21 Incorporation were filed on February 13, 2012. You are listed as the Manager of the entity  
22 and are also listed as the registered agent. TLC, NEVADA, INC. is a registered Nevada  
23 Corporation with Zane listed as President and Director.

24 On February 7, 2013, you attended a preliminary hearing on behalf of Ellis for Case  
25 Numbers 12 CR 01413A, 12 CR 01414A and 12 CR 01399A in Pahrump Justice Court. The



1 State called three witnesses, including two police officers and a previous co-defendant. You  
2 called no witnesses on behalf of Ellis. At the conclusion of the hearing, the three matters  
3 were bound over to the Fifth Judicial District Court of Nye County.

4 On April 8, 2013, you attended a hearing before Judge Lane in District Court  
5 Department 2. Ellis was arraigned on the three criminal matters bound over from Justice  
6 Court on February 7, 2013. On the same date, in the same department, there was a  
7 calendar call on the fourth case. The case numbers were referenced in District Court as CR-  
8 7198, CR-7199, CR-7200 and CR-7201.

9 As to the fourth case, set for calendar call, the prosecutor requested the case be  
10 continued. You concurred with the request for continuance.

11 Both you and the prosecutor represented to the Judge that they desired to try all four  
12 cases consecutively. The prosecutor estimated that each would take no more than two days  
13 or a combined total of approximately eight days of trial.

14 The Court set a calendar call for all four matters on December 16, 2013. He directed  
15 that the parties at that time could advise him which case would begin first. Trial was set for  
16 four days from January 14, 2014 through January 17, 2014. The Judge stated he would wait  
17 to provide other days pending the outcome of settlement negotiations.

18 On December 16, 2013, the day scheduled for calendar call, you brought a Motion to  
19 Continue, stating you had a federal trial during this trial setting and requested a later setting.  
20 The request for continuance was granted based on a lack of objection from the State.

21 On January 24, 2014, Ellis submitted a grievance to the State Bar stating that she had  
22 received a 30 day notice to vacate the premises which was served by Zane. She  
23 subsequently received a 5 day notice to vacate, also served by Zane who had filed eviction  
24 proceedings against Ellis. The eviction was upheld in the court, but the Judge had cautioned  
25 you and Zane to seriously consider the ethical implications of your conduct. At that hearing,  
Zane explained to the Court that Ellis had sent a "text" message proposing to flood the

1 property for the ostensible purpose of collecting insurance proceeds which you construed as  
2 an attempt to commit fraud and, based upon that, decided to have her evicted.

3 Ellis appealed the eviction judgment of the Justice Court to District Court. Ellis also  
4 filed a civil action separate of the appeal in District Court by and through retained counsel,  
5 Matthew Callister ("Callister"). On July 3, 2014, Callister sent you a letter on behalf of Ellis  
6 terminating your services in her criminal matters.

7 On July 23, 2014, you filed an Ex Parte Motion for an Order Shortening Time and a  
8 Motion to Withdraw as Counsel for all of criminal matters pertaining to Ellis. As part of the  
9 Motion to Withdraw, you submitted an Affidavit claiming that the eviction proceedings "were  
10 undertaken by one of the owners of the property." You claimed this was done due to threats  
11 made by Ellis to commit insurance fraud.

12 On August 4, 2014, Respondent's Motion to Withdraw as Counsel was granted. On  
13 August 5, 2014, the Court appointed new counsel for Ellis. Ellis never received any work  
14 product or investigative materials from you or Zane following your termination as her counsel.

15 The non-refundable fee agreement and subsequent deed transfer failed to comply  
16 with the Rules of Professional Conduct, as well as the guidelines set forth in State Bar of  
17 Nevada Standing Committee on Ethics and Professional Responsibility Formal Opinions 15  
18 and 37. You failed to reasonably explain the terms of the fee agreement to Ellis in a manner  
19 she could properly understand and failed to provide Ellis a reasonable opportunity to obtain  
20 the advice of independent counsel as to whether it would be in her best interests to enter the  
21 agreement.

22 The transaction was also unreasonable in light of your failure to provide the promised  
23 services to Ellis. Although you argued she improperly fired you, in fact, you created a conflict  
24 of interest with Ellis by using Zane to evict her from the home, which resulted in your  
25

1 foreseeable termination. Finally, your inclusion of Zane's entity on the deed also represented  
2 an improper sharing of legal fees with a non-attorney.

3 The Formal Hearing Panel, in reaching their findings and conclusions, noted your  
4 reputation as an excellent attorney, otherwise unblemished longstanding legal career and  
5 your character and reputation in the community.

6 In light of the foregoing, you violated Rule of Professional Conduct ("RPC) 1.5 (Fees),  
7 RPC 1.7 (Conflicts of Interest: Current Clients), RPC 1.8 (Conflict of Interest: Current Clients:  
8 Specific Rules), RPC 5.4 (Professional Independence of a Lawyer) and RPC 8.4  
9 (Misconduct) and are hereby **PUBLICLY REPRIMANDED**. You are also directed to prepare  
10 and file a deed transferring full title of the Property back to Ellis.

11 Dated this 22<sup>nd</sup> day of August, 2016

12  
13   
LUKE PUSCHNIG, ESQ.

14 Formal Hearing Panel Chair  
15 Southern Nevada Disciplinary Board  
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**REGISTER OF ACTIONS****CASE No. 19F03827B****State of Nevada vs. SOSA AVILA, AMALIA MARIA**§  
§  
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§  
§Case Type: **Felony**  
Date Filed: **04/05/2019**  
Location: **JC Department 3****RELATED CASE INFORMA...****Related Cases**

19F03827A (Multi-Defendant Case)

**PARTY INFORMATION****Defendant SOSA AVILA, AMALIA MARIA****Lead Attorneys**  
**Jess Matsuda**  
*Retained*  
7023830506(W)**State of Nevada**  
**Nevada****CHARGE INFORMATION****Charges: SOSA AVILA, AMALIA MARIA**

	<b>Statute</b>	<b>Level</b>	<b>Date</b>
1. Burglary, (1st) [50424]	205.060.2	Felony	11/04/2018
2. Grand larceny, \$3500+ [56008]	205.222.3	Felony	11/04/2018
3. Conspiracy to commit burglary [50445]	205.060.2	Gross Misdemeanor	11/04/2018
4. Conspiracy to commit grand larceny [50545]	205.220	Gross Misdemeanor	11/04/2018

**EVENTS & ORDERS OF THE COURT****OTHER EVENTS AND HEARINGS**

04/05/2019 **Multi-Defendant Case**

04/05/2019 **CTRAK Track Assignment JC03**

04/05/2019 **CTRAK Case Modified**  
*Judge/LET;*

04/08/2019 **Criminal Complaint**

04/08/2019 **Filed Under Seal**

04/08/2019 **Declaration of Warrant Summons (Affidavit)**

04/08/2019 **Not Released NPR**

04/08/2019 **Nevada Risk Assessment Tool**

04/10/2019 **Arrest Warrant Request** (7:30 AM) (Judicial Officer Letizia, Harmony)  
Result: Signing Completed

04/10/2019 **Probable Cause Found**

04/10/2019 **Request for Arrest Warrant Filed**  
*Granted*

04/10/2019 **Arrest Warrant Ordered to be Issued**  
*\$5,000/\$5,000 Total Bail*

04/10/2019 **Minute Order - Department 03**

04/10/2019 **Warrant Issued**

04/10/2019 **Arrest Warrant - Face Sheet**

04/10/2019 **Arrest Warrant Confidential**

04/28/2019 **CTRAK Case Modified**  
*ArrestDate/04/28/2019;*

04/28/2019 **Warrant Cleared (NCJIS)**

04/28/2019 **Nevada Risk Assessment Tool**

04/28/2019 **Not Released NPR**

04/28/2019 **Financial Affidavit**

04/28/2019 **Warrant Arrest Documents**

04/29/2019 **Arrest Warrant Return Hearing** (8:30 AM) (Judicial Officer Letizia, Harmony)  
*In custody*  
Result: Matter Heard

04/29/2019 **Minute Order - Department 03**

04/29/2019 **Initial Appearance Completed**  
*Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint*

04/29/2019 **Counsel Appointed**  
*M. Border, in absentia*

04/29/2019 **Notify**  
*via email/RG*

04/29/2019 **Discovery Given to Counsel in Open Court**

04/29/2019 **Counsel appeared as Friend of the Court**  
*Public Defender*

04/29/2019 **Motion by Defense for an O.R. Release**

04/29/2019 *Objection by State - Motion Denied*  
**Bail Reset - Cash or Surety**  
*Counts: 001; 002 - \$2,500.00/\$2,500.00 Total Bail*  
 04/29/2019 **Surety Bond**  
 04/29/2019 **Surety Bond Acceptance-Notice of Appearance**  
 04/29/2019 **Waiver of Extradition After Admission to Bail**  
 05/13/2019 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
*Surety Bond*  
*05/13/2019 Reset by Court to 05/13/2019*  
 Result: Matter Heard  
 05/13/2019 **Minute Order - Department 03**  
 05/13/2019 **Motion to Continue - Defense**  
*Motion Granted*  
 05/13/2019 **Preliminary Hearing Date Reset**  
 08/20/2019 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
*Surety Bond*  
 Result: Matter Continued  
 08/20/2019 **Amended Criminal Complaint**  
*Filed in Open Court*  
 08/20/2019 **Motion by State to File an Amended Criminal Complaint**  
*Granted*  
 08/20/2019 **Preliminary Hearing Date Reset**  
 08/20/2019 **Not in custody**  
*Counts: 003; 004*  
 08/20/2019 **Minute Order - Department 03**  
 11/26/2019 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
*Surety Bond*  
 Result: Matter Heard  
 11/26/2019 **Preliminary Hearing Date Reset**  
 11/26/2019 **Minute Order - Department 03**  
 01/14/2020 **Notice of Motion**  
*state's notice of motion and motion to revoke defendant's bail.*  
 01/15/2020 **Notify**  
*M. Border, Esq. / notified via email jf*  
 01/17/2020 **Motion** (8:30 AM) (Judicial Officers Senior/Visiting, Judge, Bixler, James)  
*Surety Bond*  
 Result: Matter Continued  
 01/17/2020 **Motion**  
*by State to revoke Defendant's bail - Motion continued*  
 01/17/2020 **Future Court Date Stands**  
*02/20/20 9:30am Preliminary Hearing*  
 01/17/2020 **Minute Order - Department 03**  
 01/23/2020 **Motion** (8:30 AM) (Judicial Officers Pro Tempore, Judge, Walsh, Robert J)  
*Surety Bond*  
 Result: Motion Granted  
 01/23/2020 **Motion**  
*by State to revoke Defendant's bail - Motion granted*  
 01/23/2020 **Future Court Date Vacated**  
 01/23/2020 **Bench Warrant Ordered to be Issued-Bail Cash or Surety**  
*Counts: 001; 002; 003; 004 - \$0.00/\$0.00 Total Bail*  
 01/23/2020 **Notice of Intent on Surety Bond Ordered Recalled**  
 01/23/2020 **Forfeiture Matters Administratively Transferred**  
*All bond/bail forfeiture matters administratively transferred to Department 12. The Pay or Surrender date is 07/21/2020*  
 01/23/2020 **Minute Order - Department 03**  
 01/23/2020 **Bench Warrant - Face Sheet**  
 01/23/2020 **Bench Warrant Confidential**  
 01/23/2020 **Warrant Verified**  
 02/13/2020 **Motion to Quash Bench Warrant**  
 02/19/2020 **Motion** (8:30 AM) (Judicial Officers Pro Tempore, Judge, Walsh, Robert J)  
*Surety Bond*  
 Result: Motion Granted  
 02/19/2020 **Minute Order - Department 03**  
 02/19/2020 **Motion to Quash Bench Warrant**  
*Motion Granted*  
 02/19/2020 **Warrant Ordered Quashed**  
 02/19/2020 **Notice of Intent on Surety Bond Ordered Recalled**  
 02/19/2020 **Counsel Substitutes in as Attorney of Record**  
*T. Leventhal*  
 02/20/2020 **CANCELED Preliminary Hearing** (9:30 AM) (Judicial Officers Pro Tempore, Judge, Walsh, Robert J)  
*Vacated*  
*Surety Bond*  
 05/08/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**  
 05/08/2020 **Summons Ordered**  
 05/14/2020 **Summons Issued**  
 05/21/2020 **Summons Returned**  
*INSUFFICIENT ADDRESS. UNABLE TO FORWARD*  
 06/17/2020 **Motion**  
*to withdraw as attorney of record.*  
 06/22/2020 **Motion** (8:30 AM) (Judicial Officer Letizia, Harmony)  
*Surety Bond*  
 Result: Motion Granted  
 06/22/2020 **Motion to Withdraw Due to Conflict**  
*Granted*

8/5/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12842516>

06/22/2020 **Future Court Date Stands**  
08/20/20 at 9:30 am Preliminary Hearing

06/22/2020 **Summons Ordered**

06/22/2020 **Status Check**  
on Appointment of Counsel

06/22/2020 **Minute Order - Department 03**

06/22/2020 **Summons Issued**

07/22/2020 **Status Check** (8:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)  
Surety Bond  
Result: Matter Heard

07/22/2020 **Summons Returned**  
New address provided by USPS

07/22/2020 **Future Court Date Stands**  
08/20/20 9:30

07/22/2020 **Comment**  
First summons was returned but there is a new address provided

07/22/2020 **Summons Ordered**

07/22/2020 **Continued for Confirmation of Counsel**

07/22/2020 **Minute Order - Department 03**

07/23/2020 **Summons Issued**

07/29/2020 **Status Check** (8:30 AM) (Judicial Officers Pro Tempore, Judge, Miller, James Joseph)  
Surety Bond  
Result: Bench Warrant Issued

07/29/2020 **Defendant failed to appear**  
confirmation of counsel

07/29/2020 **Bench Warrant Ordered to be Issued-Bail Cash or Surety**  
Counts: 001; 002; 003; 004 - \$24,000.00/\$24,000.00 Total Bail

07/29/2020 **Future Court Date Vacated**  
08/20/20 at 930 am

07/29/2020 **Bench Warrant - Face Sheet**

07/29/2020 **Bench Warrant Confidential**

07/29/2020 **Warrant Verified**

07/29/2020 **Notice of Intent to Forfeit Surety Bond Ordered**

07/29/2020 **Minute Order - Department 03**

07/30/2020 **Motion to Quash Bench Warrant**

08/04/2020 **Bench Warrant - Face Sheet**

08/04/2020 **Bench Warrant Confidential**

08/04/2020 **Notice of Intent & Order of Forfeiture - Surety Bond**

08/05/2020 **Motion** (8:30 AM) (Judicial Officer Letizia, Harmony)  
Surety Bond  
Result: Motion Granted

08/05/2020 **Minute Order - Department 03**

08/05/2020 **Motion to Quash Bench Warrant**  
Motion Granted

08/05/2020 **Warrant Ordered Quashed**

08/05/2020 **Notice of Intent on Surety Bond Ordered Recalled**

08/05/2020 **Counsel Confirms as Attorney of Record**  
J. Matsuda

08/05/2020 **Preliminary Hearing Date Reset**

08/20/2020 **CANCELED Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
Vacated  
Surety Bond  
05/21/2020 Reset by Court to 08/20/2020

08/20/2020 **CANCELED Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
Vacated  
Surety Bond

08/20/2020 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
Surety Bond

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**FINANCIAL INFORMATION**


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	<b>Defendant SOSA AVILA, AMALIA MARIA</b>	
	Total Financial Assessment	50.00
	Total Payments and Credits	50.00
	<b>Balance Due as of 08/05/2020</b>	<b>0.00</b>
04/29/2019	Transaction Assessment	50.00
04/29/2019	Payment (Window) Receipt # PT-2019-03178 Aladdin Bail Bonds	(50.00)

## REGISTER OF ACTIONS

### CASE No. 20F00283A

[Make Payment](#)

State of Nevada vs. SOSA-AVILA, AMALIA

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Case Type: **Felony**  
 Date Filed: **01/07/2020**  
 Location: **JC Department 12**

#### RELATED CASE INFORMA...

**Related Cases**

PC20F00283B (Multi-Defendant Case)

#### PARTY INFORMATION

Defendant **SOSA-AVILA, AMALIA**

**Lead Attorneys**  
**Jess Matsuda**  
*Court Appointed*  
 7023830506(W)

State of  
Nevada

State of Nevada

#### CHARGE INFORMATION

**Charges: SOSA-AVILA, AMALIA**

Charges	Statute	Level	Date
1. Conspiracy to commit burglary [50445]	205.060.2	Gross Misdemeanor	11/30/2019
2. Burglary, first offense [50424]	205.060.2	Felony	11/30/2019
3. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	11/30/2019
4. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	11/30/2019
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020

#### EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Use credit or debt card or identifying information on card or account without consent [50796] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial

8/5/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13097961>

01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Obtain or possess credit or debit card without cardholders consent [50790] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Obtain or possess credit or debit card without cardholders consent [50790] DA Denial
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01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Use credit or debt card or identifying information on card or account without consent [50796] DA Denial
08/04/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 2. Burglary, first offense [50424] Waiver of Preliminary Hearing - Bound Over to District Court 4. Use credit or debt card or identifying information on card or account without consent [50796] Waiver of Preliminary Hearing - Bound Over to District Court 1. Conspiracy to commit burglary [50445] Waiver of Preliminary Hearing - Bound Over to District Court 3. Obtain or possess credit or debit card without cardholders consent [50790] Waiver of Preliminary Hearing - Bound Over to District Court

**OTHER EVENTS AND HEARINGS**

01/04/2020	<b>Multi-Defendant Case</b>
01/04/2020	<b>Standard Bail Set</b> Ct1: \$10000 Cash/\$10000 Surety
01/04/2020	<b>CTRACK Track Assignment JC12</b>
01/04/2020	<b>Standard Bail Set</b> Ct8: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct7: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct5: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct2: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct4: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct3: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct9: \$2000 Cash/\$2000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct6: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct10: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct11: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct13: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct12: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct14: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct17: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b>

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13097961>

2/5



Ct15: \$3000 Cash/\$3000 Surety  
 01/04/2020 **Standard Bail Set**  
 Ct16: \$3000 Cash/\$3000 Surety  
 01/04/2020 **Financial Affidavit**  
 01/04/2020 **Probable Cause Review Packet - Initial Appearance Court**  
 01/05/2020 **Initial Appearance Justice Court (PC Review)** (1:30 PM) (Judicial Officer Sciscento, Joseph S.)  
 Result: Matter Heard  
 01/05/2020 **Not Released NPR**  
 01/05/2020 **Nevada Risk Assessment Tool**  
 01/05/2020 **CTRACK Case Modified**  
 Judge/SUL;  
 01/05/2020 **72-Hour Hearing Completed**  
 01/05/2020 **Probable Cause Found**  
 01/05/2020 **Counsel Provisionally Appointed**  
 M. Pensabene, Esq. provisionally appointed for limited purposes of first appearance hearing.  
 01/05/2020 **Bail Argument Heard**  
 The Court has heard arguments from the prosecution and defense counsel regarding custody of the Defendant  
 01/05/2020 **Bail Reset - Cash or Surety**  
 Counts: 001; 002; 003; 004; 005; 006; 007; 008; 009; 010; 011; 012; 013; 014; 015; 016; 017 - \$0.00/\$0.00 Total Bail  
 01/05/2020 **Defendant Detained Due to Arrest on Felony Charge**  
 while out of custody on another charge (NRS 178.487).  
 01/05/2020 **Continued for Status Check on filing of Criminal Complaint**  
 01/05/2020 **Minute Order - Initial Appearance**  
 01/06/2020 **CTRACK Case Modified**  
 01/06/2020 **PC Charge Modification**  
 ChargeType/BB; Count/001; Code/50424; Degree/F; ChargeTrackNumber/0025880193001;  
 01/06/2020 **PC Charge Modification**  
 ChargeType/BB; Count/009; Code/50445; Degree/G; ChargeTrackNumber/0025880193017;  
 01/07/2020 **Status Check on Filing of Criminal Complaint** (8:00 AM) (Judicial Officer Sullivan, Diana L.)  
 In Custody  
 Result: Matter Heard  
 01/07/2020 **Criminal Complaint**  
 Filed in open Court  
 01/07/2020 **Initial Appearance Completed**  
 Defendant Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint  
 01/07/2020 **Defendant Not Identified as a Veteran**  
 After Court inquiry, the defendant represented that they are not a Veteran and not a member of the Military.  
 01/07/2020 **Defendant Identified as Indigent**  
 Defendant and the Court discussed the appointment of counsel and defendant requested appointment of counsel.  
 01/07/2020 **Counsel Appointed**  
 J. Matsuda, Esq. appointed in absentia  
 01/07/2020 **Discovery Placed in Contract Attorney Box**  
 01/07/2020 **Bail Reset - Cash or Surety**  
 Counts: 001; 002; 003; 004 - \$0.00/\$0.00 Total Bail  
 01/07/2020 **Defendant Detained Due to Arrest on Felony Charge**  
 while out of custody on another charge (NRS 178.487).  
 01/07/2020 **Released from Custody - DA Denial**  
 Offenses not charged in criminal complaint  
 01/07/2020 **Status Check**  
 Date set by Court to see if the State sought to revoke the Defendant in his other matter.  
 01/07/2020 **Notify**  
 J. Matsuda notified by Courtroom staff/jy  
 01/07/2020 **Minute Order - Department 12**  
 01/14/2020 **Status Check** (8:00 AM) (Judicial Officer Sullivan, Diana L.)  
 In custody  
 Result: Matter Heard  
 01/14/2020 **Court reviews history of case**  
 01/14/2020 **Comment**  
 State did not move to revoke the Defendant  
 01/14/2020 **Bail Argument Made**  
 01/14/2020 **Bail Reset - Cash or Surety**  
 Counts: 001; 002; 003; 004 - \$3,000.00/\$3,000.00 Total Bail  
 01/14/2020 **Future Court Date Stands**  
 1/22/20 9:30 AM for Preliminary hearing  
 01/14/2020 **Minute Order - Department 12**  
 01/15/2020 **Surety Bond**  
 01/15/2020 **Surety Bond Acceptance-Notice of Appearance**  
 01/16/2020 **Waiver of Extradition After Admission to Bail**  
 01/22/2020 **Preliminary Hearing** (9:30 AM) (Judicial Officer Sullivan, Diana L.)  
 Surety Bond  
 01/22/2020 **Reset by Court to 01/22/2020**  
 Result: Matter Continued  
 01/22/2020 **Motion to Continue - Defense**  
 Granted with no objection by the State  
 01/22/2020 **Preliminary Hearing Date Reset**  
 01/22/2020 **Minute Order - Department 12**  
 03/03/2020 **Preliminary Hearing** (9:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)  
 Surety Bond  
 Result: Matter Continued  
 03/03/2020 **Counsel Substitutes in as Attorney of Record**  
 03/03/2020 **Discovery Given to Counsel in Open Court**  
 03/03/2020 **Motion to Continue - Defense**  
 Per State was ready to proceed today - 2 witnesses present, but no objection to continuance based on substitution. Defense motion granted.

8/5/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13097961>

03/03/2020 **Preliminary Hearing Date Reset**  
03/03/2020 **Witness Fees Imposed**  
03/03/2020 **Minute Order - Department 12**  
03/20/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**  
03/20/2020 **Summons Ordered**  
03/26/2020 **Summons Issued**  
03/26/2020 **Summons unable to be mailed**  
*address unknown*  
05/22/2020 **Notify**  
*T. Leventhal Esq. notified via email of 6/23/20 hearing/fy*  
06/17/2020 **Motion**  
*to withdraw as attorney of record.*  
06/22/2020 **Motion** (8:00 AM) (Judicial Officer Sullivan, Diana L.)  
*Surety Bond*  
Result: Motion Granted  
06/22/2020 **Motion**  
*by Defense to withdraw as attorney of record - Motion Granted*  
06/22/2020 **Future Court Date Stands**  
*6/23/20 for Defendant's presence only*  
06/22/2020 **Minute Order - Department 12**  
06/23/2020 **CANCELED Preliminary Hearing** (9:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)  
*Vacated*  
*Surety Bond*  
*04/14/2020 Reset by Court to 06/23/2020*  
06/23/2020 **Status Check** (9:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)  
*Surety Bond*  
Result: Bench Warrant Issued  
06/23/2020 **Defendant failed to appear**  
*Case called at 9:34 AM Per State, verified with prior Defense counsel that the Defendant was aware of today's hearing.*  
06/23/2020 **Bench Warrant Ordered to be Issued-Bail Cash or Surety**  
*Counts: 001; 002; 003; 004 - \$3,000.00/\$3,000.00 Total Bail*  
06/23/2020 **Notice of Intent to Forfeit Surety Bond Ordered**  
06/23/2020 **Forfeiture Matters Administratively Transferred**  
*All bond/bail forfeiture matters administratively transferred to Department 12. The Pay or Surrender date is 12/20/2020*  
06/23/2020 **Minute Order - Department 12**  
06/23/2020 **Bench Warrant - Face Sheet**  
06/23/2020 **Bench Warrant Confidential**  
06/23/2020 **Notice of Intent & Order of Forfeiture - Surety Bond**  
06/23/2020 **Warrant Verified**  
06/23/2020 **Motion to Quash Bench Warrant**  
06/26/2020 **Motion** (8:00 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)  
*Surety Bond*  
Result: Motion Granted  
06/26/2020 **Motion to Quash Bench Warrant**  
*No objection to said motion by State. Motion granted.*  
06/26/2020 **Warrant Ordered Quashed**  
06/26/2020 **Notice of Intent on Surety Bond Ordered Recalled**  
06/26/2020 **Financial Affidavit**  
06/26/2020 **Defendant Identified as Indigent**  
*Defendant and the Court discussed the appointment of counsel and defendant requested appointment of counsel.*  
06/26/2020 **Counsel Appointed**  
*J. Matsuda, Esq. reappointed in absentia. Notify J. Matsuda, Esq. via e-mail/rsp T. Leventhal, Esq. notified to forward discovery to J. Matsuda, Esq. via e-mail/rsp*  
06/26/2020 **Preliminary Hearing Date Reset**  
06/26/2020 **Minute Order - Department 12**  
08/04/2020 **Preliminary Hearing** (9:30 AM) (Judicial Officer Sullivan, Diana L.)  
*Surety bond*  
Result: Bound Over  
08/04/2020 **Unconditional Bind Over to District Court**  
*Defendant unconditionally waives right to Preliminary Hearing. Defendant Bound Over to District Court as Charged without negotiations.*  
*Defendant to Appear in the Lower Level Arraignment Courtroom A.*  
08/04/2020 **District Court Appearance Date Set**  
*Aug 13 2020 9:30AM: Out of custody*  
08/04/2020 **Surety Bond Ordered Transferred**  
*to District Court*  
08/04/2020 **Case Closed - Bound Over**  
08/04/2020 **Minute Order - Department 12**  
08/04/2020 **Transfer Surety Bond**  
08/04/2020 **Certificate, Bindover and Order to Appear**

## FINANCIAL INFORMATION

Make Payment

<b>Defendant SOSA-AVILA, AMALIA</b>	
Total Financial Assessment	100.00
Total Payments and Credits	50.00
<b>Balance Due as of 08/05/2020</b>	<b>50.00</b>

01/15/2020 Transaction Assessment

50.00

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13097961>

4/5

8/5/2020	<a href="https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13097961">https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13097961</a>			
01/15/2020	Payment (Window)	Receipt # PT-2020-00397	Kind Bail Bond	(50.00)
03/04/2020	Transaction Assessment			50.00

**Leventhal and Associates, PLLC**  
626 South Third Street  
Las Vegas, Nevada 89101  
Tel. (702) 472-8686 Fax (702) 472-8685

**FLAT FEE RETAINER AGREEMENT**

I, Amalia Sosa Avila ("Client") have this day retained the services of Leventhal and Associates, PLLC ("Attorney") to investigate the legal rights and perform all legal and related services necessary regarding:

Case# 19F03827B

**ATTORNEY FEE:** Client agrees to pay the following Flat fees of: \$ 6000. This fee is earned on receipt and will not be deposited into our client trust account. Amount to be paid as follows:

Payments of \$600 13000 down

On Domestic cases this flat fee will not cover Evidentiary/Trial Hearing. Client will be quoted more once the case is set for Evidentiary/Trial.

On Criminal cases this flat fee will cover legal representation on the case up to the following:

☒ Preliminary Hearing

☐ Trial

☐ Sentencing

Once the above checked hearing has been completed, Client will be quoted more to proceed with case.

Client understand that this is a flat fee agreement instead of an hourly fee agreement which accounts for time on an hourly base that Leventhal and Associates has as well. Client understand that this flat fee agreement does not account for time on an hourly base. Client understand that the fees are reasonable based upon counsels experience including the qualities of the advocate, the character and difficulty of the work performed.

Client understand that all funds used as payment are derived from a legal source. All payments including cash will be reported to the Internal Revenue Service. All monies due and owing are preferred by ways of check, money order, cashier's check or credit card.

This is the entire Agreement between the parties and any modifications or additions to this Agreement must be made in writing and signed by both parties

**APPEAL:** Unless otherwise stated herein, this agreement does not obligate Attorney to prepare, file, or prosecute an appeal or to defend any refilled case.

ASA  
Initials

OTHER COUNSEL: Attorney may associate or employ other counsel at his discretion provided there are no additional attorney's fees to Client.

**WITHDRAWAL OF ATTORNEY:**

(A) If client does not make payments as required under this Agreement, or if the Client has misrepresented or fails to disclose important facts to the Attorney, or if the Client unreasonably fails to follow the Attorney's advice, then the Attorney is entitled to apply to the court for leave to withdraw from the handling of the case. If any of these events occur and leave is granted, and if the Attorney elects to withdraw, the Client shall promptly arrange for a substitution of counsel. In the event of termination or withdrawal, the Attorney shall retain the full fee paid.

(B) If the relationship is terminated by the Client, or the Attorney withdraws for the reasons stated above, and there are any amounts owed to the Attorney, the Attorney shall have a lien to the extent recognized by law, upon all of the Client's documents, property, or money in the Attorney's possession for payment of all amounts due. If it is necessary to file suit for the collection of any amounts due from the Client under this Agreement, the Client shall pay the reasonable Attorney's fees, together with court costs for this collection.

SETTLEMENT: Client agrees not to enter into any plea bargain or settlement without Attorney's prior consent. All matters of policy, including but not limited to preparation and presentation of the case, litigation, costs, negotiation, trial, and/or appeal shall be determined by Client and Attorney.

COOPERATION: Cooperation of the Client is of the outmost importance. Therefore, Client agrees to advise Attorney of all changes of address and/or telephone number, to appear at all court hearings and to cooperate with Attorney's requests including discovery and or evidence or production of witnesses, etc. Failure to do so by Client may result in negative consequences for Clients' case. Client agrees is he fails to cooperate in any matter, attorney shall retain all fees paid and all other fees are immediately due and owing.

GUARANTEES: The Attorney and Client state that the Attorney has made no promise or guarantee as to the successful resolution or eventual outcome of the Client's legal case and that this agreement is not based upon any such promises or anticipated results.

RESPONSIBILITY: Client understands that he/she is responsible for the payment of all fines and the completion of all classes ordered by the court regarding the case. Client shall take all reasonable steps to attend court hearings, and other meetings associated with this matter. Client further understands that my presence at certain proceedings (depositions and trial for example) is mandatory and that it is the Clients responsibility to attend and that if he/she does not show up for a court appearance a warrant may be issued against him/her. If this happens Client understands that the Attorney fees will increase.

LIENS AND ADJUDICATION: Client hereby grants Attorney a lien on any and all claims or causes of action that are related to the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by Attorney's office on Client's behalf may be used to pay Client's account.

Client further understands that if attorney finds it necessary to litigate any provision within this agreement, that Client will be responsible for any costs and fees associated with litigation including attorney fees. A copy of the Nevada "RPC" can be provided to Client at any time upon a written request.

  
Initials

**TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement subject to our obligations under the Rules of Professional Conduct, and the approval of the court if the matter is in litigation. Client understands that Attorney has no continuing obligation to represent him/her unless Client retains Attorney to provide additional advice or services.

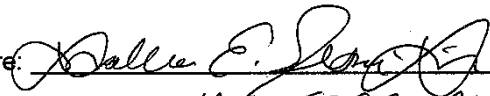
**REFUND:** If Client terminates the representation before Attorney has provided all legal services described in this agreement, Client may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination except if Client fails to cooperate with Attorney as defined under the "Cooperation" clause stated in this agreement.

**DOCUMENT RETENTION:** At the end of the representation, at Clients request, Attorney will turn over the file to Client. If Client does not request the file, Client agrees the file may be destroyed in accordance with our document retention policy and the Nevada Rules of Professional Conduct. Currently, it is our policy to destroy files seven years after the termination of the representation.

*Client understands that he/she has the right to seek a second opinion regarding his/her attorney fees as well as any other aspect in this agreement with another attorney, and by signing below he/she has either in fact spoke with another attorney about this retainer agreement and he/she is satisfied and understands the terms or Client fully understands the terms and waive his/her right. In addition, Clients signature constitutes informed consent.*

**CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN THE "ATTORNEY FEE" CLAUSE ON PAGE 1, IS PAID IN FULL.**

**I HAVE READ THIS RETAINER AGREEMENT AND UNDERSTAND IT.**

Signature:  Date: 2/13/20  
Printed Name: Amalia SOSA-AVILA

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

**MOT**

**TODD M. LEVENTHAL, ESQ.**

Nevada Bar No: 008543

California Bar No: 223577

**LEVENTHAL & ASSOCIATES, PLLC.**

626 S. Third St.

Las Vegas, Nevada 89101

leventhalandassociates@gmail.com

(702) 472-8686 – office

*Attorney for Defendant*

**FILED**

2020 JUN 17 P 1:20

JUSTICE COURT  
LAS VEGAS, NEVADA  
BY GMP  
DEPUTY

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA**

THE STATE OF NEVADA,

Plaintiff,

vs.

AMALIA MARIA SOSA AVILA,

Defendant.

Case No: 19F03827B

Dept. No.: JC Department 3

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD**

COMES NOW, TODD M. LEVENTHAL, ESQ., and moves this Honorable Court

for its order authorizing him to withdraw as attorney of record for Defendant, Amalia

Maria Sosa Avila.

This Motion is made and based upon the pleadings on file herein and the affidavit  
of counsel attached hereto.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**

LEVENTHAL & ASSOCIATES, PLLC.

Nevada Bar No: 8543

626 S. Third Street

Las Vegas, Nevada 89101

**NOTICE OF MOTION**

TO: AMALIA MARIA SOSA AVILA: 2995 E. Sunset Rd. #E213, Las Vegas, NV 89120

TO: CLARK COUNTY DISTRICT ATTORNEY

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring on the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD on for hearing the 22 day of June, 2020, at the hour of 8:30 A.m. of said day in Department 3 of the above-entitled Court or as soon thereafter as counsel may be heard.

DATED this 17<sup>th</sup> day of June, 2020.

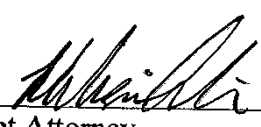
Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**  
LEVENTHAL & ASSOCIATES, PLLC.  
Nevada Bar No: 8543  
626 S. Third Street  
Las Vegas, Nevada 89101  
*Attorney for Defendant*

**RECEIPT OF COPY**

RECEIPT OF COPY of the MOTION TO WITHDRAW AS ATTORNEY OF RECORD is hereby acknowledged this 17 day of June, 2020.

  
District Attorney  
200 Lewis Avenue  
Las Vegas, NV 89101



**POINTS AND AUTHORITIES**

Supreme Court Rule 166, in combination with SCR 48 and EDCR 7.40, govern the standard for withdrawals of attorneys from representation of a client in a legal matter.

It states, in pertinent part:

2. Except as stated in subsection 3, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(a) The client persist in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(b) The client has used the lawyer's services to perpetrate a crime or fraud;

(c) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

(d) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.

(e) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(f) Other good cause for withdrawal exists.

(g) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interest of the client, or if:

The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonable difficult by the client; or other good cause of withdrawal exists.

Accordingly, Todd M. Leventhal, Esq., requests to withdraw as counsel of record for Amalia Maria Sosa Avila, Defendant, for reasons stated on his Affidavit of Counsel attached hereto.

626 S. Third Street  
Las Vegas, Nevada, 89101  
(702) 472-8686 FAX: (702) 472-8685

DATED this 17<sup>th</sup> day of June, 2020.

**TODD M. LEVENTHAL, ESQ.**  
**LEVENTHAL & ASSOCIATES, PLLC.**  
 Nevada Bar No: 8543  
 626 S. Third Street  
 Las Vegas, Nevada 89101  
*Attorney for Defendant*

**AFFIDAVIT OF TODD M. LEVENTHAL, ESQ.**

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

TODD M. LEVENTHAL, ESQ., being first duly sworn upon oath, deposes and says:

1. Your affiant is an attorney duly licensed to practice law in the State of Nevada;
2. That your affiant makes this Affidavit in support of this Motion to Withdraw as Attorney of Record;
3. That Since filing an appearance on behalf of Defendant, It has become clear that there has been a breakdown in communication between Counsel and Defendant, Amalia Maria Sosa Avila and the relationship has been damaged beyond repair. The situation has deteriorated to the point that it is essential that Ms. Sosa Avila retain new counsel as there is lack of communication between Client and Counsel and the attorney-client relationship has completely broken down. The instant matter is set for a Preliminary Hearing on August 20, 2020 at 9:30 a.m. Counsel Requests to withdraw before the court date.
4. Further, Amalia Maria Sosa Avila didn't fulfill her financial agreement with Leventhal and Associates and the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or other good cause of withdrawal exists.
5. That the affiant is no longer able to continue with the case, therefore, your affiant requests that said attorney withdraw as attorney of record for the aforementioned Defendant.

1 6. That your affiant believes that it would be in the best interest of all parties  
2 concerned if he were permitted to withdraw as attorney of record for the  
3 Defendant, aforementioned;

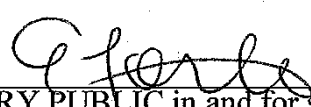
4 7. That pursuant to E.D.C.R. 7.40, a copy of this application will be served upon the  
5 Defendant, by certified mail at the following address:

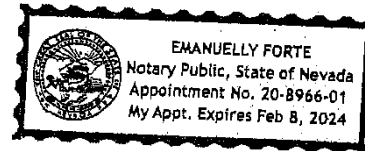
6 **AMALIA MARIA SOSA AVILA**  
7 **2995 E. Sunset Rd.**  
8 **#E213**  
9 **Las Vegas, NV 89120**

10 FURTHER YOUR AFFIANT SAYETH NAUGHT.

11   
12 TODD M. LEVENTHAL, ESQ

13 SUBSCRIBED and SWORN to before me  
14 This 17th day of June, 2020.

15   
16 NOTARY PUBLIC in and for said  
17 County and State.



**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of June, 2020 a true and correct copy of the **MOTION TO WITHDRAW AS ATTORNEY OF RECORD** was addressed to the parties below, to be served as follows:

- ☒ By placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail, enclosed in a sealed envelope upon which Certified mail
- ☐ via facsimile; and/or CC e-mail
- ☐ by hand delivery to the parties listed below; and/or
- ☐ By electronic service via ODYSSEY eFileNV through the District Court.

**Amalia Maria Sosa Avila**  
2995 E. Sunset Rd.  
#E213  
Las Vegas, NV 89120  
*Defendant*

/s/ Emma Forte  
An Employee of TODD M. LEVENTHAL, ESQ.  
LEVENTHAL AND ASSOCIATES, PLLC.

1 **MOT**

2 **TODD M. LEVENTHAL, ESQ.**

3 Nevada Bar No: 008543

4 California Bar No: 223577

5 **LEVENTHAL & ASSOCIATES, PLLC.**

6 626 S. Third St.

7 Las Vegas, Nevada 89101

8 leventhalandassociates@gmail.com

9 (702) 472-8686 – office

10 *Attorney for Defendant*

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA**

**FILED**

2020 JUN 17 P 1:21

JUSTICE COURT  
LAS VEGAS NEVADA

BY DMH

11 THE STATE OF NEVADA,

12 Plaintiff,

13 vs.

14 AMALIA MARIA SOSA AVILA,

15 Defendant.

Case No: 20F00283A

Dept. No.: JC Department 12

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD**

COMES NOW, TODD M. LEVENTHAL, ESQ., and moves this Honorable Court

for its order authorizing him to withdraw as attorney of record for Defendant, Amalia

Maria Sosa Avila.

This Motion is made and based upon the pleadings on file herein and the affidavit  
of counsel attached hereto.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**

LEVENTHAL & ASSOCIATES, PLLC.

Nevada Bar No: 8543

626 S. Third Street

Las Vegas, Nevada 89101

**NOTICE OF MOTION**

TO: AMALIA MARIA SOSA AVILA: 2995 E. Sunset Rd. #E213, Las Vegas, NV 89120

TO: CLARK COUNTY DISTRICT ATTORNEY

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring on the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD on for hearing the 22 day of JUN, 2020, at the hour of 8A m. of said day in Department 12 of the above-entitled Court or as soon thereafter as counsel may be heard.

DATED this 17<sup>th</sup> day of June, 2020.


Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**  
LEVENTHAL & ASSOCIATES, PLLC.  
Nevada Bar No: 8543  
626 S. Third Street  
Las Vegas, Nevada 89101  
*Attorney for Defendant*

**RECEIPT OF COPY**

RECEIPT OF COPY of the MOTION TO WITHDRAW AS ATTORNEY OF RECORD is hereby acknowledged this 17 day of June, 2020.

  
District Attorney  
200 Lewis Avenue  
Las Vegas, NV 89101

**POINTS AND AUTHORITIES**

Supreme Court Rule 166, in combination with SCR 48 and EDCR 7.40, govern the standard for withdrawals of attorneys from representation of a client in a legal matter.

It states, in pertinent part:

2. Except as stated in subsection 3, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(a) The client persist in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(b) The client has used the lawyer's services to perpetrate a crime or fraud;

(c) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

(d) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.

(e) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(f) Other good cause for withdrawal exists.

(g) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interest of the client, or if:

The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonable difficult by the client; or other good cause of withdrawal exists.

Accordingly, Todd M. Leventhal, Esq., requests to withdraw as counsel of record for Amalia Maria Sosa Avila, Defendant, for reasons stated on his Affidavit of Counsel attached hereto.



1 Therefore, TODD M. LEVENTHAL, ESQ. from Leventhal and Associates,  
2 PLLC., requests this Honorable Court grant and Order to Todd M. Leventhal, Esq.  
3 allowing him to withdraw as the attorney of record for Amalia Maria Sosa Avila,  
4 Defendant.  
5

6  
7 DATED this 17<sup>th</sup> day of June, 2020.  
8

9 /s/ Todd M. Leventhal

10 **TODD M. LEVENTHAL, ESQ.**  
11 **LEVENTHAL & ASSOCIATES, PLLC.**  
12 Nevada Bar No: 8543  
13 626 S. Third Street  
14 Las Vegas, Nevada 89101  
15 *Attorney for Defendant*  
16  
17  
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24  
25  
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28

**AFFIDAVIT OF TODD M. LEVENTHAL, ESQ.**

STATE OF NEVADA        }  
COUNTY OF CLARK       } ss:

TODD M. LEVENTHAL, ESQ., being first duly sworn upon oath, deposes and says:

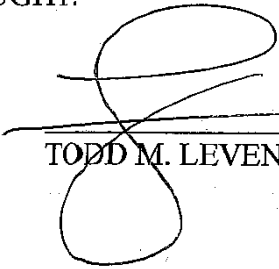
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2. That your affiant makes this Affidavit in support of this Motion to Withdraw as Attorney of Record;
3. That Since filing an appearance on behalf of Defendant, It has become clear that there has been a breakdown in communication between Counsel and Defendant, Amalia Maria Sosa Avila and the relationship has been damaged beyond repair. The situation has deteriorated to the point that it is essential that Ms. Sosa Avila retain new counsel as there is lack of communication between Client and Counsel and the attorney-client relationship has completely broken down. The instant matter is set for a Preliminary Hearing on June 23, 2020 at 9:30 a.m. Counsel Requests to withdraw on or before the court date.
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5. That the affiant is no longer able to continue with the case, therefore, your affiant requests that said attorney withdraw as attorney of record for the aforementioned Defendant.

1 6. That your affiant believes that it would be in the best interest of all parties  
2 concerned if he were permitted to withdraw as attorney of record for the  
3 Defendant, aforementioned;

4 7. That pursuant to E.D.C.R. 7.40, a copy of this application will be served upon the  
5 Defendant, by certified mail at the following address:

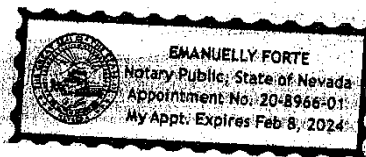
6 **AMALIA MARIA SOSA AVILA**  
7 **2995 E. Sunset Rd.**  
8 **#E213**  
9 **Las Vegas, NV 89120**

10 FURTHER YOUR AFFIANT SAYETH NAUGHT.

11   
12 TODD M. LEVENTHAL, ESQ

13 SUBSCRIBED and SWORN to before me  
14 This 17th day of June, 2020.

15   
16 NOTARY PUBLIC in and for said  
17 County and State.



**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of June, 2020 a true and correct copy of the **MOTION TO WITHDRAW AS ATTORNEY OF RECORD** was addressed to the parties below, to be served as follows:

☒ By placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail, enclosed in a sealed envelope upon which Certified mail

☐ via facsimile; and/or CC e-mail

☐ by hand delivery to the parties listed below; and/or

☐ By electronic service via ODYSSEY eFileNV through the District Court.

**Amalia Maria Sosa Avila**  
2995 E. Sunset Rd.  
#E213  
Las Vegas, NV 89120  
*Defendant*

/s/ Emma Forte  
An Employee of TODD M. LEVENTHAL, ESQ.  
LEVENTHAL AND ASSOCIATES, PLLC.

# STATE BAR OF NEVADA

July 29, 2020

Via email only to [leventhalandassociates@gmail.com](mailto:leventhalandassociates@gmail.com)

Todd Leventhal, Esq.  
626 S. Third St.  
Las Vegas, NV 89101

RE: Grievance File No. OBC20-0670/Amalia Sosa-Avila

Dear Mr. Leventhal:

The Office of Bar Counsel has received the enclosed correspondence from Amalia Sosa-Avila which alleges professional misconduct on your part. As such, a grievance file has been opened, and I have been assigned as the investigator on the file.

Please respond in writing to this grievance. Your response should address each allegation contained within Ms. Sosa-Avila's grievance. All documentation in support of your response should be included.

Your response should also include the following information related to your representation of Ms. Sosa-Avila:

1. A copy of the retainer agreement or an explanation of your fee agreement with Ms. Sosa-Avila;
2. An accounting of all funds or other merchandise your office received from the client in payment for fees; and
3. A copy of your motion to withdraw and any other pleadings filed on Ms. Sosa-Avila's behalf.

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, Bar Counsel will ask the screening panel of the Southern Nevada Disciplinary Board 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 **no later than August 12, 2020.**

Sincerely,

*Louise Watson*

Louise Watson, CP  
Sr. Certified Paralegal/Investigator  
Office of Bar Counsel  
Phone: 702-317-1453  
Email: [louisew@nvbar.org](mailto:louisew@nvbar.org)

Enclosure



3100 W. Charleston Blvd.  
Suite 100  
Las Vegas, NV 89102  
[phone 702.382.2200](tel:702.382.2200)  
[toll free 800.254.2797](tel:800.254.2797)  
[fax 702.385.2878](tel:702.385.2878)

9456 Double R Blvd., Ste. B  
Reno, NV 89521-5977  
[phone 775.329.4100](tel:775.329.4100)  
[fax 775.329.0522](tel:775.329.0522)

[www.nvbar.org](http://www.nvbar.org)

**From:** [nevadabarforms@gmail.com](mailto:nevadabarforms@gmail.com)  
**To:** [complaints: nevadabarforms@gmail.com](mailto:complaints:nevadabarforms@gmail.com)  
**Subject:** New submission from File a Complaint Online  
**Date:** Sunday, June 28, 2020 11:35:28 PM

---

**First, Middle and Last Name**

AMALIA EVA MARIA SOSA-AVILA

**Your Address**

2995 E SUNSET RD #E213  
LAS VEGAS, NV 89120  
[Map It](#)

**Your Email**

[itoldu1stbro3784@aol.com](mailto:itoldu1stbro3784@aol.com)

**Your Primary Telephone Number**

(702) 379-5333

**Your Secondary Telephone Number**

(702) 721-9318

**Attorney Information****Attorney Name**

todd leventhal

**Law Firm Name**

leventhal and associates, llc

**Attorney Address**

626 3RD ST  
LAS VEGAS, NV 89101  
[Map It](#)

**Previous Contact with the State Bar of Nevada****Have you previously contacted the State Bar of Nevada regarding this matter?**

No

**If known, what was the file number for the case or claim?**

20F00283A, 19F03827B

**Hiring the Attorney****Did you hire/retain the attorney about whom you are complaining?**

Yes

**When did the representation begin?**

02/19/2020

**What was the fee arrangement?**

\$6,000 IN CASH OR MERCHANADISE
<b>How much have you paid the lawyer to date?</b>
\$3000 cash & 5-6,000 in Merchandise
<b>Brief description of the nature of the case the attorney was engaged to handle (i.e. personal injury, criminal, malpractice)</b>
two open cases, both Criminal and had separate counsel representing each individually. I needed an attorney that was going to handle both and not have ta wo paths that don't communicate.
<b>Names and contact information for other persons who can provide additional information concerning your complaint</b>
Wesley Avila 775-237-2011 Lisa Waldron 702-773-4956 Janice Sosa 702-273-4741 Samantha Potts
<b>Litigation</b>
<b>Case Name</b>
State of Nevada vs Amalia Sosa-Avila
<b>Case Number</b>
20F00283A, 19F03827B
<b>Name of court or agency</b>
CLARK COUNTY JUSTICE COURT
<b>Explanation of Grievance</b>
<b>Complaint Details</b>
<p>I went to court at 9:30am on 06/23/2020 and i looked on the Court Calendar and seen that, i was on the list, i then went to my courtroom. Upon checking in, the woman could not find my name on her roster, she asked the bailiff and he also said, i didn't have court but was confused by my name still showing on the docket so he went to check the actual status, that's also when i received a call from my bondsman saying that I was going into warrant, so i spoke with her and asked her what i should do, she then advised me to call the Justice court clerk and ask for the procedure due to COVID-19, so I confirmed with the Clerk of the Court and went to place myself back on calendar all within the same day. Come to find out that Todd Leventhal had put in a 'Motion to Withdraw Counsel' and his reason was because he saw that he was going to have a financial burden in sight. When I have multiple screenshots of our texting conversations between my 702-379-5333 and his cell 415-640-4864. Todd Leventhal stating "I will work with you" in response to me asking if he will work with us (myself and my husband) financially and if he'd take merchandise as payment. The agreement was in fact; as long as I had the money and or merchandise in place for the cash or utilized as collateral, by the preliminary hearing date, everything would be okay as far as me and my husbands representation being taken care of. In his motion to withdraw, he states, that I "have damaged our relationship beyond repair." How is this?? Because he SAYS (AND THINKS HE CAN GET AWAY WITH IT!)that I didn't pay, when in fact i over paid. Because he's allowing himself to believe he can not only fool the Justice system but 'screw' ME over in the process. Because he is able to, by simply spewing out a few lies, that he just has to "say 'this is this and that is that' " and it'd hold more power, due to the assumption that he has integrity expected of him. That he is to die where he stands or so help him God! because his oath that he gave is being upheld. Knowingly so, he then will discredit all claims, if any would dare, that would come from an ex-felon/defendant, because it would then be seen as MY mistake or as a 'he said, she said' situation. So he wouldn't be questioned when he said she (meaning me, Amalia) didn't pay. He is believed easily. It didn't occur to me that I would have a Lawyer I</p>

couldn't trust because I was trusting him with my most extremely valued possession, that being my freedom! He never apparently, gotten around to sending me any receipts from whatever form of payment I did give him. I never thought twice of this because honestly, I was not expecting for my own attorney to abuse his position by trying to get one over on me. In the screenshots of the transacting dialogue between leventhal and I, he clearly never once complains about money! I kept open communication with him the entire time! When I was released from CCDC on bail, I was released with nothing! my storage was gone (i wasn't able to make a payment during my stay) and the other one was right behind it. Life was throwing a curve towards the domino effect and i was working with nothing and made small moves to get to places but I managed. I kept such an open line of communication that I even disclosed the embarrassing details of my living situation. If he had an issue with something he should've said something more than the less of it. However, I was getting closer to my preliminary hearing & I repeatedly asked him the same few questions that HE failed to answer and HE failed to communicate any misunderstandings and or miscommunications. He didn't try and clarify. He called me as a matter of fact, and thanked us with a guarantee that we should worry no more for representation. His son was so happy that he'd given him a drone, and it made him feel really good and as long as we kept bringing items like that then we were GOLDEN!

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

Even though we brought him all these items he still seemed to have a Dr. Jekyll and Mr. Hyde thing going on with himself. One day he's content and showing gratitude and humility. The next day he's disrespectful and belligerent, showing greed and pride issues. I kept my cool, bit my tongue and kept pushing regardless of the inconsistency I'd observe from his conversation and body language. I was still forcing myself to be subjected to his badgering at his office and his disrespectful acts of superiority, only because I didn't have a whole bunch of money and or time to be considered as wasted. My husband would constantly try to "keep the peace" for lack of a better term. I tried talking to him and as you can see in texts, it was pointless. I asked him about my discovery and he wants to put in a motion to withdraw (in which I didn't think he was serious) but yet he's willing to talk about all the stuff he's getting but not want to answer any of my business related questions, in which I have every right to know about so I know how to move forward with my husbands and my freedom.

#### **Related File(s)**

- [ABF891F3-B107-4840-9CA4-CEB7013A498F.png](#)
- [17B398AF-DCE9-44A9-BDB1-B07CF4755466.png](#)
- [097AB029-25F0-4207-84EF-BB3BE75BF070.png](#)
- [5F6BC271-AAA3-412E-BFFA-33164BFC2B28.png](#)
- [54162D17-0494-4E74-83D1-8D1D8E26E554.png](#)
- [13C0152D-595A-4A1E-B830-4FBB5276D79F.png](#)
- [25E42632-F2C0-479B-9A4A-1ECB767C72F8.png](#)
- [A2BF29F0-A0CB-48AC-9E18-177DB4F702A6.png](#)
- [9905ECFE-5526-44B6-93E7-FF4AC18C0055.png](#)
- [CD3814AC-336D-44DC-BFA1-2DA213DB09AC.png](#)
- [1C71C43E-4BFA-4AB1-B475-0058FFB53BC5.png](#)
- [51373710-20F7-4233-94F9-3D7E9499E685.png](#)
- [BF85ECE7-BBC7-436B-8DAE-E630CEE3A1DD.png](#)
- [08D6A249-B4A3-4B27-A4D0-B647FD176C92.png](#)
- [36ECA8F9-B3D4-4736-B1BB-6A9A9C78C353.png](#)
- [89681E28-C6A9-4762-BD8F-92AE4CB4B616.png](#)
- [95EA6BC6-AD6C-4FF6-9853-B4A7D3E7C333.png](#)
- [F71C06D2-A2B1-4CCA-8AA3-FEFA89CC8E63.png](#)
- [AD937E07-7A9A-4669-9858-781878CCDCB2.png](#)
- [1CB60D87-5AF6-4734-A747-A1DC8E5EDCA4.jpeg](#)
- [E01AAAF1-9FB9-49B3-85A6-AE9D5ACF3711.jpeg](#)
- [8B4BD5E0-AC1A-4BCF-ADFF-2BF4809E3D85.jpeg](#)
- [7E4CA000-0FA8-4CCF-83FF-2352274F0DF5.jpeg](#)
- [A0BEE1C6-1997-4EA8-96ED-8A493841D5FB.png](#)
- [BC1220B6-E3AE-471A-AE06-65AE9CF78424.png](#)



- [5694ADC7-515C-4E33-908A-89EFECD09AEE.jpeg](#)
- [F546BB49-D038-4CCA-8944-22281A90FE41.jpeg](#)
- [AC9DF008-00FA-412B-815A-EF63D221A6FD.png](#)
- [CC07D5DD-A70D-402D-9890-16EB0E745B78.jpeg](#)



1:34



Tod >

iMessage

Wed, Feb 12, 4:43 PM

Hey Leventhal, apologies if I was interfering by calling... I figured a text would do.... This is [REDACTED] Amalia... do u remember?

Remind me.

Judge Walsh revoked an already granted bail...

Wed, Feb 12, 7:41 PM

Well you were going to represent me in my cases and put me back on calendar and I was to go with you to show the courts that I'm not a flight risk... the purpose of this communication was to ask if ur willing to take ANY merchandise as partial payment? Maybe a new iPhone? Temperpedic mattress, 75' Smart TV...etc



iMessage





1:34



Tod >

mattress, 75' Smart TV...etc

Wed, Feb 12, 9:20 PM

Of course I'll work with you.  
Can you come see me  
tomorrow?

Have a great night

Yes we can what time

I'll text u before to see when is  
a good time... you have a great  
night also

Ill be up early. I'm gonna grab  
breakfast. Let me know.

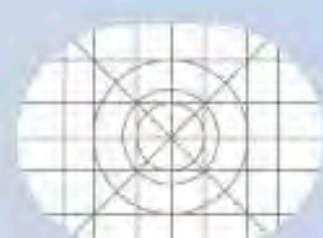
Thu, Feb 13, 8:38 AM

Let me know when is a good  
time, we just got the kids off to  
school and are available to  
meet

I'm at office now



iMessage





1:34



Tod >

I'm at office now

Thu, Feb 13, 10:46 AM

I am here

In the office

Sun, Feb 16, 1:48 PM

This is Amalia and this is my new number the other one is no longer

Mon, Feb 17, 8:58 AM

Good morning. Got it. When you coming in ?

I am in the process now trying to recover my car that's the police had av hold on... did u receive my email...?

I seen that I have court on the 19th...?

[REDACTED]  
[REDACTED]  
[REDACTED] well.



iMessage





1:35



Tod >

[Redacted]

Cool. I'm in and out of office please bring stuff over. Thank you.

Mon, Feb 17, 5:11 PM

Hey I have been trying to collect [Redacted] and get down there within a decent amount of time to be at decent hours... I have no vehicle for right now so I probably won't be able to come in till tomorrow morning

Is that ok

[Redacted]

[Redacted]

Tue, Feb 18, 1:02 PM

Hey, I'll be in the office around 1:30-1:45pm or so...



iMessage





1:35



Tod >

1:30-1:45pm or so...

I'm on my way there now

Here

Ok so im here

Wed, Feb 19, 7:46 AM

I got a lift but it is taking me to the courthouse

I'm almost at court

I'm at the court room 1B

Did you want me to walk over to ur office??

You said it was at 8am so I had the Lift bring me here...

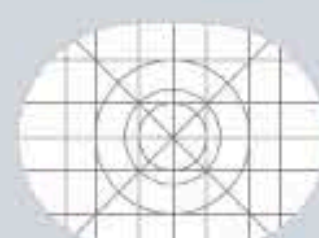
I'm on my way over

Ok

We're going in



iMessage





1:35



Tod >

No. Wait outside

Ok

She was my court appointed attorney

I wish u would've had me help you with this before you just went out and did it. I see you had build with Aladdin before on this case

But I hired Leventhal

Gotcha

Yes

I had no idea

I would've walked in the quart room with you with a bond in hand.

Aww thank you, I'm still on the outter courtroom

Gotcha

Yes

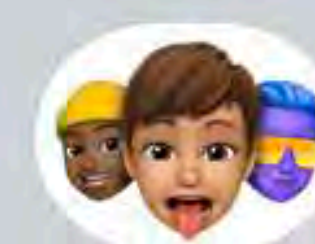
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I would've walked in the quart room with you with a bond in hand.

Aww thank you, I'm still on the



iMessage





1:35



Tod >

Aww thank you, I'm still on the outter courtroom

Delivered

So it looks like your bond with Aladdin is still active. They have the right to revoke it if they do you you'll have to post again if they put you in jail. If the judge says you have to go to jail for any reason on this ask him if you can do a walk-through with an OR if not we can also post bond but we want to walk

That's from my bail bonds

I'm on the bench in front of court room, u want me outside

?

I'm going to walk outside by marriage license area

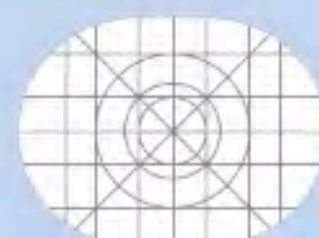
I just went outside

Wed, Feb 19, 9:52 AM

Will you be representing Wes in his cases too or no, can it happen like that because they are trying to tell him that



iMessage





1:36



Tod >

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED] I told him to get a  
continuance

Cone see me today.

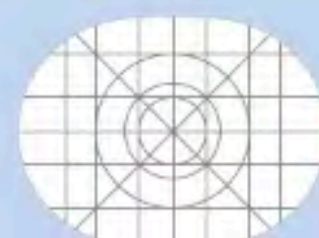
Wed, Feb 19, 6:08 PM

I been trying to come down  
there, I don't really talk to  
anyone like that, I'm actually  
[REDACTED]  
[REDACTED]  
[REDACTED] so it's hard to  
get a ride places... we r gonna  
bring u the drone but we gotta  
get some new propellers 1st  
which we will probably happen  
tomorrow...

[REDACTED]  
[REDACTED] of friends



iMessage







Tod >

I meant count less than five fingers worth of friends

Lol

Did that car come back with the rims I put on it?

My bad that was to the wrong person that was supposed to go to my car guy

Sat, Feb 22, 11:06 AM

Order 594522889Arrives Feb. 26, 2020

	Price	Qty	Total
DJI Mavic 2 Zoom - Quadcopter - Wi-Fi	\$1,249.00	1	\$1,249.00
<hr/>			
DJI Mavic 2 Zoom - Quadcopter - Wi-Fi	\$1,249.00	1	\$1,249.00
<hr/>			
Subtotal			\$2,498.00
Shipping			\$0.00
Estimated Tax			\$209.20
<hr/>			
Total			\$2,707.20

One is urs and one is my car



iMessage





8:38

LTE

< 13



Tod >

You get the drone

?

Mon, Mar 2, 6:14 PM

Yes. Thank you. Let's talk this week.

Ok r u not going to my court or Wes's court tomorrow?

We both have hearing tomorrow  
His is to see if you were retained as his counsel and if we were going to proceed with both of us being represented by you and we would need to have the conflict of interest waived

Tue, Mar 3, 8:08 AM

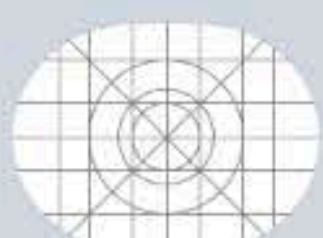
At ur office

All doors/gate r locked

Go around back



iMessage



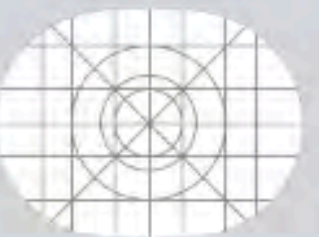




Tod >



<b>Summary</b>		
<hr/>		
<b>Gold</b>		<b>\$5,215.01</b>
Total Acquisition Cost		\$4,959.60
Total Owned		3.159 oz
<hr/>		
<b>Silver</b>		<b>\$0.00</b>
Total Acquisition Cost		\$0.00
Total Owned		0.000 oz
<hr/>		
	USG	2.128 oz
<b>See Details</b>		▼
<hr/>		
	U.S. Silver USS	\$0.00 0.000 oz
<b>See Details</b>		▼
<hr/>		
	VaultChain™ Gold AUR	\$1,702.02 1.031 oz
<b>See Details</b>		▼
<hr/>		
	VaultChain™ Silver	\$0.00







Tod >



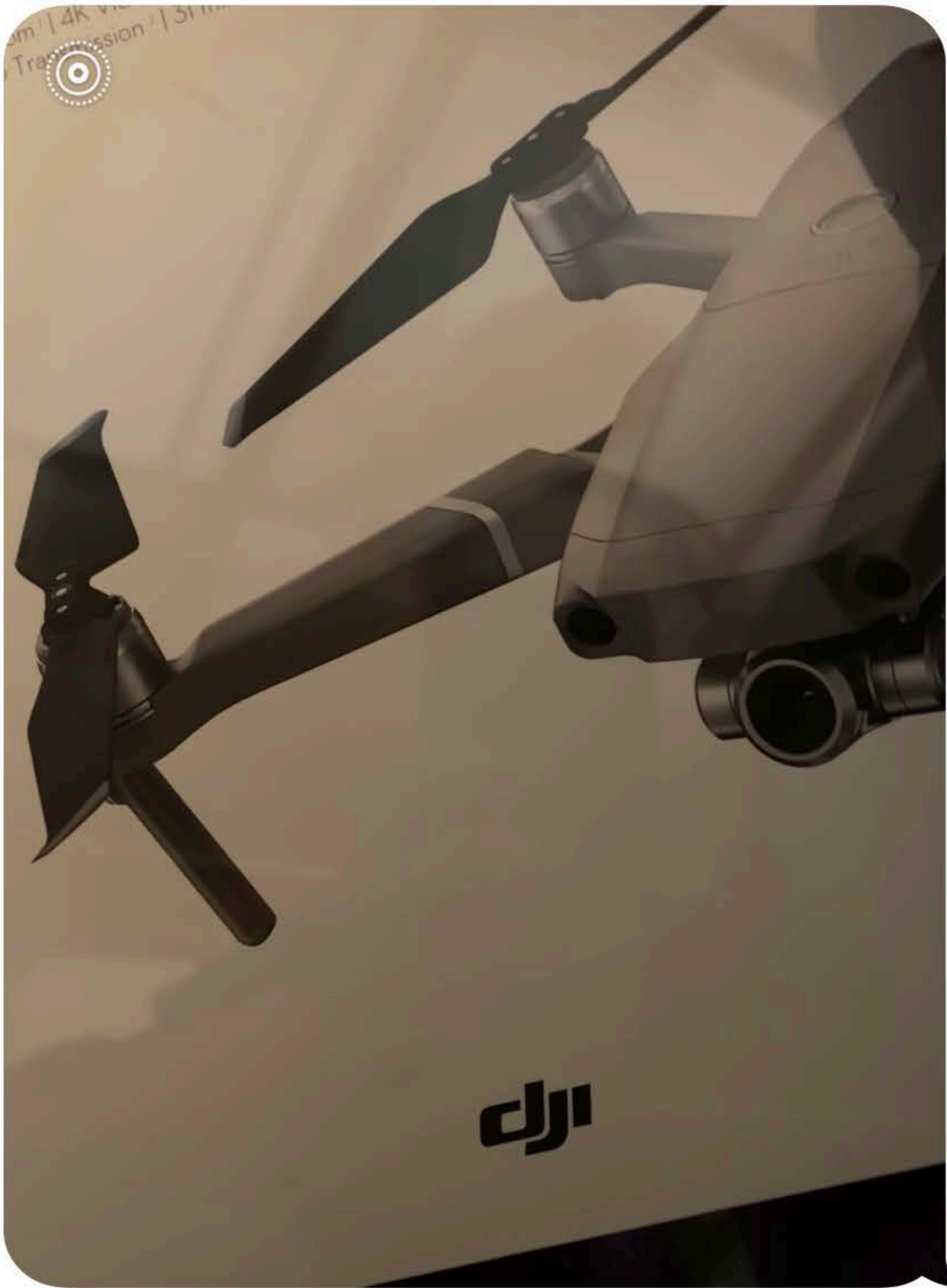
VaultChain™ Silver  
AGR

\$0.00  
0.000 oz

See Details



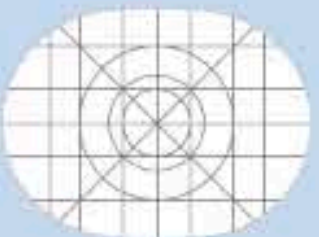
Wed, Feb 26, 5:23 PM



This drone is \$1350 after taxes and the one I am waiting on right now which is the reason why we haven't been to your office with it. It's \$1729 before



iMessage





8:38

LTE

< 13



Tod >

office with it. It's \$1729 before taxes once it gets here then I'll be able to make a move, other than that, I have to wait for the package.

Wed, Feb 26, 10:04 PM

Did you wanna pick one



This pic does not to include the 2 zoom's

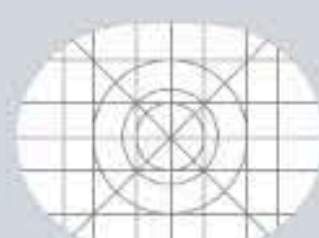
Thu, Feb 27, 8:24 AM

R u available to meet sometime in the AM of today

Thu, Feb 27, 9:30 AM



iMessage





8:38

LTE

< 13



Tod >

Thu, Feb 27, 9:30 AM

I'm at ur office

Here

I left it with your secretary

DJI MAVIC 2 PRO W/ AN  
EXTRA INTELLIGENT FLIGHT  
BATTERY.

Plus I'm waiting for a delivery  
of a LG Smart TV 75'in

We had to bring Jesica's car  
back to her but I'm also to  
meet the car guy for a vehicle  
at 11a

Sun, Mar 1, 7:41 PM

You ok ?

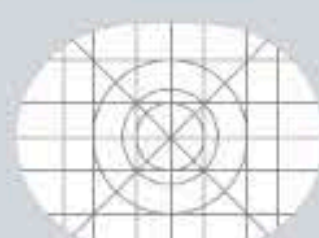
Mon, Mar 2, 9:57 AM

Yes just waiting on ur TV

You get the drone



iMessage





8:38

LTE

< 13



Tod >

You get the drone

?

Mon, Mar 2, 6:14 PM

Yes. Thank you. Let's talk this week.

Ok r u not going to my court or Wes's court tomorrow?

We both have hearing tomorrow  
His is to see if you were retained as his counsel and if we were going to proceed with both of us being represented by you and we would need to have the conflict of interest waived

Tue, Mar 3, 8:08 AM

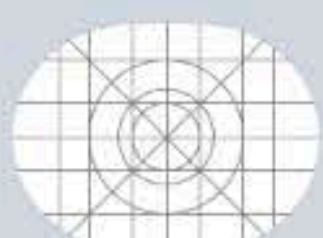
At ur office

All doors/gate r locked

Go around back



iMessage





8:50

LTE

< 13



Tod >

All doors/gate locked

Go around back

Ok 👍

Tue, Mar 3, 9:30 AM

Hey I'm sitting outside the court room still

The detective just showed up

Can I go take Wes my portable charger??

Do you think I have time?

Hey Wes's phone is going to Vmail

And I went down there n he's not in the court room

I'm back upstairs now but...

All those people pretty much came out

They just called my case



iMessage





8:50

LTE

< 13



Tod >

They just called my case

The old attorney of record just came out with the detective

I just let them know that I was waiting for you

Sun, Mar 15, 10:55 AM

This is Amalia, I'll be using a different number 7023795333 but this # is still ok 🙌 for now. I just won't be checking it till the evenings.

Text Message

Mon, Mar 16, 10:55 AM

When are you coming in ?

iMessage

Sat, Mar 21, 5:15 PM

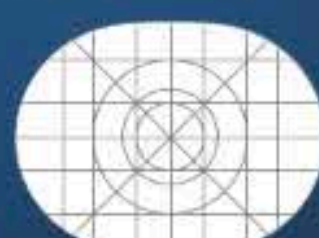
Hopefully Monday

Sat, Mar 21, 6:59 PM

???



iMessage





8:50

LTE

< 13



Tod >

???

Fri, Mar 27, 9:34 PM

Hey are our court dates really at halt?

Sat, Mar 28, 9:12 AM

GM. Who is this ?

Sat, Mar 28, 11:06 AM

GM??? What's that? This is your client, Amalia S-Avila

Sat, Mar 28, 4:28 PM

GM is good morning. How are you ? Yes courts are kinda closed. Depends on hearing. How is your day ?

I'm driving and can not look at my screen. "Do Not Disturb While Driving" is turned on. I'll see your message when I get where I'm going. Or you can call back in few and try again



iMessage





8:51

LTE

< 13



Tod >

call back in few and try again...

(I'm not receiving notifications. If this is urgent, reply "urgent" to send a notification through with your original message.)

When are you coming in with other stuff ?

Wed, Apr 1, 6:25 AM

I have another phone for you, it's an iPhone 11 to max 256gb

Wed, Apr 1, 8:44 AM

I'm at office

Thu, Apr 2, 2:01 PM

Do you need appliances

I have a brand new GE gas stove

Thu, Apr 2, 5:55 PM

My apologies about not



iMessage





8:51

LTE

< 13



Tod >

My apologies about not showing up the other day... it's not as if I planned it. I finally got a house to move into so all this time I was sleeping in my car and now I'm needing furniture so we can stop asking family to watch my kids... ya so it's just a grip of stress and all that

I'm trying to survive and pay you to help me keep my freedom

Thu, Apr 2, 7:31 PM

I understand. Please keep me updated. I'll be around tomorrow. Let's meet

Wed, Apr 29, 8:57 PM

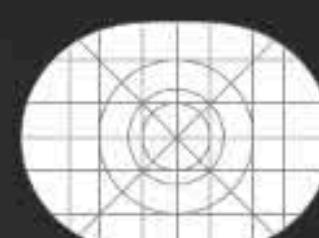
I have a thousand dollars for you

Can we meet tomorrow morning at your office?

I mk



iMessage





8:51

LTE

< 13



Tod >

Lmk

Thu, Apr 30, 8:06 AM

Amalia. You need to call me today. I was going to withdraw from your case.

No no plz don't

R u in the office

I'll come down there right now! Why would u want to do that????!!! Don't tell me the detective got to you too.... and what about all the stuff we've given u... I don't understand how you can just do that unless what you're telling me is that you don't believe us because the last thing I want is a lawyer to represent us that doesn't even believe us. I need a lawyer to represent us that does, that's also realizing that I'm getting the shit end of the stick every time and that We got the worst luck right now



iMessage





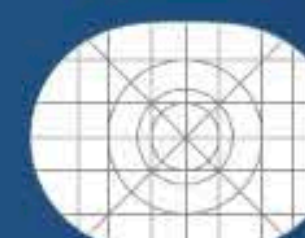


Tod &gt;

got the worst luck right now life happens, what am I supposed to do about it, all I can do is accept it and adapt and move forward. We've lost so much time for dumb ass kiddish mistakes before. they don't give felons much options you know it's already bad enough that they took away our right to bare arms, that they take away our right to have a place to live under certain conditions (if u qualify), the right to maintain gainful employment, etc. what else would be left from that point forward because those are like the main essentials to live you need money in this world right to make everything happen well you can't make money if you can't get a job so if you can't get a job then what does that do, it leaves you with which options??? now we got lawyers that just want to give up hope, give up on their client... it's his word against



iMessage





8:53

LTE

< 13



Tod >

client... it's his word against mine who do you think is gonna win? if you're not representing us and if you don't believe us in order to represent us... you don't even know the whole chain of events you haven't even asked check out the times check out the, entire, all the minutes check out all of it read the discovery over and over.... watch the video!!! Look at my proof, if you're not gonna do it for me at least calm that shit with a fine tooth comb for my kids because they don't deserve to lose their parents for 8 to 20 years with a habitual sentence because that's it I can't lose out on that much time because somebody doesn't believe us, and is this COVID-19 crap is making it even worse

Call me at ur earliest convenience plz



iMessage





8:54

LTE

< 13



Tod >

Call me at ur earliest convenience plz

Thu, Apr 30, 10:36 AM

Tod r u in the office???

Thu, Apr 30, 1:00 PM

I just got is there a gate code to park out back

Behind ur office

I'll be back in 2 min

Ok take ur time I am parking and I'll be in in a minute

I'll meet you in front. It's locked up. And I have to get back home. I have court

Sun, May 17, 2:26 PM

This may be a weird question, but can I get a copy of that footage in my case sent to my email??



iMessage





8:54

LTE

< 13



Tod >

email??

[itoldu237@icloud.com](mailto:itoldu237@icloud.com)

Sun, May 17, 6:05 PM

Yes. Call me tomorrow.

Sun, May 17, 7:31 PM

Ok

Tue, May 19, 1:32 PM

Hey I'm on my way I'll be there at 2:15 pm does that work for you?

Sun, Jun 7, 11:39 AM

Happy Father's Day

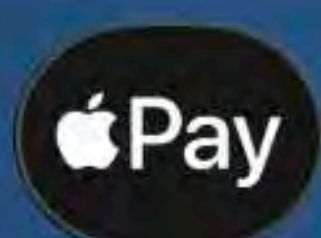
My bad kinda early

Thu, Jun 11, 5:24 AM

Good morning. All good. You good ?



iMessage





8:54

LTE

< 13



Tod >

Good morning. All good. You good?

Thu, Jun 11, 9:42 AM

I'm waiting for Wes to get called into court. R u on ur way or ????

You do not have court. You are scheduled June 23. And aug 20

Tue, Jun 16, 9:04 AM

Sorry about the extra early rude morning wake up call but I need you to LOOK 🙄 into my case because if you l🙄ked into my case, you would notice there's a lot of stuff missing!!! I need every single piece of my DISCOVERY! like there's no transcript of interrogations of parties (for all I know, put words in my mouth to incriminate and twist up for his pride sake) & what happened in the interrogation room



iMessage





8:54

LTE

< 13



Tod >

in the interrogation room  
there's no police reports there  
is no declaration of warrant/  
summons, no statement and or  
police reports

Tue, Jun 16, 12:04 PM

Yo

I need all of my discovery not  
just parts of it can you not  
ignore me

You are being very rude. I do  
not appreciate it. You can have  
all of your discovery back.

I don't see where you're seeing  
this rude part.... rude would be  
how I texted you pretty early in  
the morning and asked you if  
you've looked into my case and  
you not answering me back  
that's rude and I never gave  
you my discovery you  
should've already had it  
because you're my attorney  
over the case... now I don't



iMessage





8:54

LTE

< 13



Tod >

over the case... now I don't want my discovery 'back' if they are the same then u have what I have except for the footage. But I'm upset due to the aloof treatment to my cases that hasn't been brought up cuz u haven't either dug into my case or bcuz u don't have any f's left to give to be able to see it urself

I'm not trying to be rude

I'm sorry you feel that way. I'll be withdrawing from your cases. Have a nice day.

I actually have been VERY patient and respectful considering that I've given u quite a bit of collateral and \$2000, and I let u talk to me sideways.

OK

I will be by your office in about an hour and a half to collect my money and my drone because I



iMessage





8:54

LTE

< 13



Tod >

I actually have been VERY patient and respectful considering that I've given u quite a bit of collateral and \$2000, and I let u talk to me sideways.

OK

I will be by your office in about an hour and a half to collect my money and my drone because I know that one or two appearances doesn't cost all that much money, You can have the ring in the wallet

& the iPhone too

Cash n drone I need that back n all the paperwork from my case

Sun, Jun 21, 1:03 PM

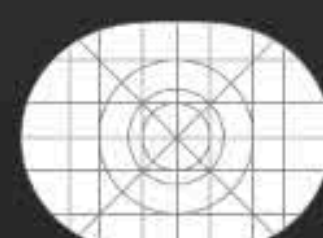
R

Tuesday 1:33 PM

Thank you for the court



iMessage





# LEVENTHAL & ASSOCIATES, PLLC

626 S. 3rd. Street, Las Vegas, NV 89101 \* Telephone 702-472-8686 \* Facsimile 702-472-8685

ALSO ADMITTED IN CALIFORNIA

22 Battery St. Suite 200, San Francisco, California, 94111

August 13, 2020

Via email: [louisew@nvbar.org](mailto:louisew@nvbar.org)

State Bar of Nevada  
Louise Watson, CP  
Sr. Certified Paralegal/Investigator  
3100 W. Charleston Ste 100  
Las Vegas, NV 89102

RE: Grievance File No.:OBC20-0670/Amalia Sosa-Avila

Dear Mrs. Watson,

"Note: In order to respond to Mrs. Sosa's grievance I am required to reveal confidential information that may prove detrimental to her case. I ask that you keep this letter confidential from public disclosure during and after the State Bar investigation."

I am in receipt of the grievance dated July 29, 2020. On February 13, 2020 Mrs. Sosa retained my office to handle case 19F03827B (exhibit 1). The fee agreement was for \$6,000.00, half down and remainder in monthly payments of \$600.00 (exhibit 2). Mrs. Sosa did not have any money that day but said that she could drop off some collateral so that I could begin on her case. I told her that I would work with her and that it would be fine for her to drop off collateral while she came up for the money to pay for my services. I filed a Motion to quash warrant on that same day. The motion was set for February 19, 2020, in which I appeared and the motion was granted. On this day Mrs. Sosa had agreed to drop of collateral but she didn't. On February 27, 2020, Mrs. Sosa finally dropped of a drone and I-phone as collateral.

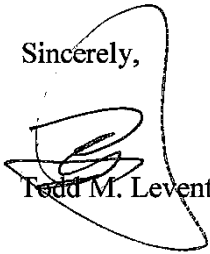
On March 2, 2020, Mrs. Sosa texted me and asked if I would represent her on a court date she had the next morning. The second case 20F00283A (exhibit 3) was a verbal agreement amount of \$2,000.00. I appeared in court to represent her. After this court date my office called her multiple times to see when she would be making a payment on her account. On March 23, 2020, Mrs. Sosa was supposed to come in and make a payment but she did not do so.

On April 30, 2020, Mrs. Sosa was supposed to drop off \$1,000.00 but she instead dropped off a Louis Vuitton wallet and ring as collateral. My office continued to call Mrs. Sosa about payment and she would say that she was going to come in but never showed up.

Up until June 2020, Mrs. Sosa had not made any payments toward her two cases and she became very rude to me and my staff. I was willing to work with her but her attitude toward me and my office is not acceptable. On June 22, 2020, I had no choice but to withdraw from both of her cases.

Since the withdrawal date, I learned that all the items Mrs. Sosa dropped off as collateral were stolen. I have anonymously giving the items to Las Vegas Metro Police Department to be returned to their rightful owner.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tedd M. Leventhal', written over a large, stylized, handwritten letter 'E'.

Tedd M. Leventhal, Esq.



# EXHIBIT 1

**REGISTER OF ACTIONS**  
**CASE NO. 19F03827B**

**State of Nevada vs. SOSA AVILA, AMALIA MARIA**

Case Type: **Felony**  
Date Filed: **04/05/2019**  
Location: **JC Department 3**

### RELATED CASE INFORMATION

## Related Cases

19F03827A (Multi-Defendant Case)

## PARTY INFORMATION

**Defendant**      **SOSA AVILA, AMALIA MARIA**

**Lead Attorneys**  
**Jess Matsuda**  
*Retained*  
7023830506(W)

State of Nevada

## CHARGE INFORMATION

**Charges: SOSA AVILA, AMALIA MARIA**

1. Burglary, (1st) [50424]	205.060.2	Felony	11/04/2018
2. Grand larceny, \$3500+ [56008]	205.222.3	Felony	11/04/2018
3. Conspiracy to commit burglary [50445]	205.060.2	Gross Misdemeanor	11/04/2018
4. Conspiracy to commit grand larceny [50545]	205.220	Gross Misdemeanor	11/04/2018

## EVENTS & ORDERS OF THE COURT

## OTHER EVENTS AND HEARINGS

04/05/2019	<b>Multi-Defendant Case</b>
04/05/2019	<b>CTRAK Track Assignment JC03</b>
04/05/2019	<b>CTRAK Case Modified</b> <i>Judge/LET;</i>
04/08/2019	<b>Criminal Complaint</b>
04/08/2019	<b>Filed Under Seal</b>
04/08/2019	<b>Declaration of Warrant Summons (Affidavit)</b>
04/08/2019	<b>Not Released NPR</b>
04/08/2019	<b>Nevada Risk Assessment Tool</b>
04/10/2019	<b>Arrest Warrant Request (7:30 AM)</b> (Judicial Officer Letizia, Harmony) Result: Signing Completed
04/10/2019	<b>Probable Cause Found</b>
04/10/2019	<b>Request for Arrest Warrant Filed</b> <i>Granted</i>
04/10/2019	<b>Arrest Warrant Ordered to be Issued</b> <i>\$5,000/\$5,000 Total Bail</i>
04/10/2019	<b>Minute Order - Department 03</b>
04/10/2019	<b>Warrant Issued</b>
04/10/2019	<b>Arrest Warrant - Face Sheet</b>
04/10/2019	<b>Arrest Warrant Confidential</b>
04/28/2019	<b>CTRAK Case Modified</b> <i>ArrestDate/04/28/2019;</i>
04/28/2019	<b>Warrant Cleared (NCJIS)</b>
04/28/2019	<b>Nevada Risk Assessment Tool</b>
04/28/2019	<b>Not Released NPR</b>
04/28/2019	<b>Financial Affidavit</b>
04/28/2019	<b>Warrant Arrest Documents</b>
04/29/2019	<b>Arrest Warrant Return Hearing (8:30 AM)</b> (Judicial Officer Letizia, Harmony) <i>In custody</i> Result: Matter Heard
04/29/2019	<b>Minute Order - Department 03</b>
04/29/2019	<b>Initial Appearance Completed</b> <i>Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint</i>
04/29/2019	<b>Counsel Appointed</b> <i>M. Border, in absentia</i>
04/29/2019	<b>Notify</b> <i>via email/RG</i>
04/29/2019	<b>Discovery Given to Counsel in Open Court</b>
04/29/2019	<b>Counsel appeared as Friend of the Court</b> <i>Public Defender</i>
04/29/2019	<b>Motion by Defense for an O.R. Release</b> <i>Objection by State - Motion Denied</i>
04/29/2019	<b>Bail Reset - Cash or Surety</b>

Counts: 001; 002 - \$2,500.00/\$2,500.00 Total Bail

04/29/2019 **Surety Bond**

04/29/2019 **Surety Bond Acceptance-Notice of Appearance**

04/29/2019 **Waiver of Extradition After Admission to Bail**

05/13/2019 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
**Surety Bond**  
05/13/2019 *Reset by Court to 05/13/2019*

Result: Matter Heard

05/13/2019 **Minute Order - Department 03**

05/13/2019 **Motion to Continue - Defense**  
*Motion Granted*

05/13/2019 **Preliminary Hearing Date Reset**

08/20/2019 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
**Surety Bond**  
Result: Matter Continued

08/20/2019 **Amended Criminal Complaint**  
*Filed in Open Court*

08/20/2019 **Motion by State to File an Amended Criminal Complaint**  
*Granted*

08/20/2019 **Preliminary Hearing Date Reset**

08/20/2019 **Not in custody**  
Counts: 003; 004

08/20/2019 **Minute Order - Department 03**

11/26/2019 **Preliminary Hearing** (9:30 AM) (Judicial Officer Letizia, Harmony)  
**Surety Bond**  
Result: Matter Heard

11/26/2019 **Preliminary Hearing Date Reset**

11/26/2019 **Minute Order - Department 03**

01/14/2020 **Notice of Motion**  
*state's notice of motion and motion to revoke defendant's bail.*

01/15/2020 **Notify**  
*M. Border, Esq. / notified via email if*

01/17/2020 **Motion** (8:30 AM) (Judicial Officers Senior/Visiting, Judge, Bixler, James)  
**Surety Bond**  
Result: Matter Continued

01/17/2020 **Motion**  
*by State to revoke Defendant's bail - Motion continued*

01/17/2020 **Future Court Date Stands**  
02/20/20 9:30am Preliminary Hearing

01/17/2020 **Minute Order - Department 03**

01/23/2020 **Motion** (8:30 AM) (Judicial Officers Pro Tempore, Judge, Walsh, Robert J)  
**Surety Bond**  
Result: Motion Granted

01/23/2020 **Motion**  
*by State to revoke Defendant's bail - Motion granted*

01/23/2020 **Future Court Date Vacated**

01/23/2020 **Bench Warrant Ordered to be Issued-Bail Cash or Surety**  
Counts: 001; 002; 003; 004 - \$0.00/\$0.00 Total Bail

01/23/2020 **Notice of Intent on Surety Bond Ordered Recalled**

01/23/2020 **Forfeiture Matters Administratively Transferred**  
*All bond/bail forfeiture matters administratively transferred to Department 12. The Pay or Surrender date is 07/21/2020*

01/23/2020 **Minute Order - Department 03**

01/23/2020 **Bench Warrant - Face Sheet**

01/23/2020 **Bench Warrant Confidential**

01/23/2020 **Warrant Verified**

02/13/2020 **Motion to Quash Bench Warrant**

02/19/2020 **Motion** (8:30 AM) (Judicial Officers Pro Tempore, Judge, Walsh, Robert J)  
**Surety Bond**  
Result: Motion Granted

02/19/2020 **Minute Order - Department 03**

02/19/2020 **Motion to Quash Bench Warrant**  
*Motion Granted*

02/19/2020 **Warrant Ordered Quashed**

02/19/2020 **Notice of Intent on Surety Bond Ordered Recalled**

02/19/2020 **Counsel Substitutes In as Attorney of Record**  
*T. Leventhal*

02/20/2020 **CANCELED Preliminary Hearing** (9:30 AM) (Judicial Officers Pro Tempore, Judge, Walsh, Robert J)  
*Vacated*  
**Surety Bond**

05/08/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**

05/08/2020 **Summons Ordered**

05/14/2020 **Summons Issued**

05/21/2020 **Summons Returned**  
*INSUFFICIENT ADDRESS. UNABLE TO FORWARD*

06/17/2020 **Motion**  
*to withdraw as attorney of record.*

06/22/2020 **Motion** (8:30 AM) (Judicial Officer Letizia, Harmony)  
**Surety Bond**  
Result: Motion Granted

06/22/2020 **Motion to Withdraw Due to Conflict**  
*Granted*

06/22/2020 **Future Court Date Stands**  
08/20/20 at 9:30 am Preliminary Hearing

06/22/2020 **Summons Ordered**



06/22/2020	<b>Status Check</b> <i>on Appointment of Counsel</i>
06/22/2020	<b>Minute Order - Department 03</b>
06/22/2020	<b>Summons Issued</b>
07/22/2020	<b>Status Check (8:30 AM)</b> (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.) <i>Surety Bond</i>
	Result: Matter Heard
07/22/2020	<b>Summons Returned</b> <i>New address provided by USPS</i>
07/22/2020	<b>Future Court Date Stands</b> <i>08/20/20 9:30</i>
07/22/2020	<b>Comment</b> <i>First summons was returned but there is a new address provided</i>
07/22/2020	<b>Summons Ordered</b>
07/22/2020	<b>Continued for Confirmation of Counsel</b>
07/22/2020	<b>Minute Order - Department 03</b>
07/23/2020	<b>Summons Issued</b>
07/29/2020	<b>Status Check (8:30 AM)</b> (Judicial Officers Pro Tempore, Judge, Miller, James Joseph) <i>Surety Bond</i>
	Result: Bench Warrant Issued
07/29/2020	<b>Defendant failed to appear</b> <i>confirmation of counsel</i>
07/29/2020	<b>Bench Warrant Ordered to be Issued-Bail Cash or Surety</b> <i>Counts: 001; 002; 003; 004 - \$24,000.00/\$24,000.00 Total Bail</i>
07/29/2020	<b>Future Court Date Vacated</b> <i>08/20/20 at 930 am</i>
07/29/2020	<b>Bench Warrant - Face Sheet</b>
07/29/2020	<b>Bench Warrant Confidential</b>
07/29/2020	<b>Warrant Verified</b>
07/29/2020	<b>Notice of Intent to Forfeit Surety Bond Ordered</b>
07/29/2020	<b>Minute Order - Department 03</b>
07/30/2020	<b>Motion to Quash Bench Warrant</b>
08/04/2020	<b>Bench Warrant - Face Sheet</b>
08/04/2020	<b>Bench Warrant Confidential</b>
08/04/2020	<b>Notice of Intent &amp; Order of Forfeiture - Surety Bond</b>
08/05/2020	<b>Motion (8:30 AM)</b> (Judicial Officer Letizia, Harmony) <i>Surety Bond</i>
	Result: Motion Granted
08/05/2020	<b>Minute Order - Department 03</b>
08/05/2020	<b>Motion to Quash Bench Warrant</b> <i>Motion Granted</i>
08/05/2020	<b>Warrant Ordered Quashed</b>
08/05/2020	<b>Notice of Intent on Surety Bond Ordered Recalled</b>
08/05/2020	<b>Counsel Confirms as Attorney of Record</b> <i>J. Matsuda</i>
08/05/2020	<b>Preliminary Hearing Date Reset</b>
08/20/2020	<b>CANCELED Preliminary Hearing (9:30 AM)</b> (Judicial Officer Letizia, Harmony) <i>Vacated</i> <i>Surety Bond</i> <i>05/21/2020 Reset by Court to 08/20/2020</i>
08/20/2020	<b>CANCELED Preliminary Hearing (9:30 AM)</b> (Judicial Officer Letizia, Harmony) <i>Vacated</i> <i>Surety Bond</i>
08/20/2020	<b>Preliminary Hearing (9:30 AM)</b> (Judicial Officer Letizia, Harmony) <i>Surety Bond</i>

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**FINANCIAL INFORMATION**

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<b>Defendant SOSA AVILA, AMALIA MARIA</b>			
	Total Financial Assessment		50.00
	Total Payments and Credits		50.00
	<b>Balance Due as of 08/12/2020</b>		<b>0.00</b>
04/29/2019	Transaction Assessment		50.00
04/29/2019	Payment (Window)	Receipt # PT-2019-03178	(50.00)
		Aladdin Bail Bonds	

# EXHIBIT 2

**Leventhal and Associates, PLLC**  
626 South Third Street  
Las Vegas, Nevada 89101  
Tel. (702) 472-8686 Fax (702) 472-8685

**FLAT FEE RETAINER AGREEMENT**

I, Amalia Sosa Avila ("Client") have this day retained the services of Leventhal and Associates, PLLC ("Attorney") to investigate the legal rights and perform all legal and related services necessary regarding:

Case# 19F03827B

**ATTORNEY FEE:** Client agrees to pay the following Flat fees of: \$ 6000. This fee is earned on receipt and will not be deposited into our client trust account. Amount to be paid as follows:

Payments of \$600 / \$3000 down

On Domestic cases this flat fee will not cover Evidentiary/Trial Hearing. Client will be quoted more once the case is set for Evidentiary/Trial.

On Criminal cases this flat fee will cover legal representation on the case up to the following:

☒ Preliminary Hearing

☐ Trial

☐ Sentencing

Once the above checked hearing has been completed, Client will be quoted more to proceed with case.

Client understand that this is a flat fee agreement instead of an hourly fee agreement which accounts for time on an hourly base that Leventhal and Associates has as well. Client understand that this flat fee agreement does not account for time on an hourly base. Client understand that the fees are reasonable based upon counsels experience including the qualities of the advocate, the character and difficulty of the work performed.

Client understand that all funds used as payment are derived from a legal source. All payments including cash will be reported to the Internal Revenue Service. All monies due and owing are preferred by ways of check, money order, cashier's check or credit card.

This is the entire Agreement between the parties and any modifications or additions to this Agreement must be made in writing and signed by both parties

**APPEAL:** Unless otherwise stated herein, this agreement does not obligate Attorney to prepare, file, or prosecute an appeal or to defend any refilled case.

ASA  
Initials



OTHER COUNSEL: Attorney may associate or employ other counsel at his discretion provided there are no additional attorney's fees to Client.

**WITHDRAWAL OF ATTORNEY:**

(A) If client does not make payments as required under this Agreement, or if the Client has misrepresented or fails to disclose important facts to the Attorney, or if the Client unreasonably fails to follow the Attorney's advice, then the Attorney is entitled to apply to the court for leave to withdraw from the handling of the case. If any of these events occur and leave is granted, and if the Attorney elects to withdraw, the Client shall promptly arrange for a substitution of counsel. In the event of termination or withdrawal, the Attorney shall retain the full fee paid.

(B) If the relationship is terminated by the Client, or the Attorney withdraws for the reasons stated above, and there are any amounts owed to the Attorney, the Attorney shall have a lien to the extent recognized by law, upon all of the Client's documents, property, or money in the Attorney's possession for payment of all amounts due. If it is necessary to file suit for the collection of any amounts due from the Client under this Agreement, the Client shall pay the reasonable Attorney's fees, together with court costs for this collection.

SETTLEMENT: Client agrees not to enter into any plea bargain or settlement without Attorney's prior consent. All matters of policy, including but not limited to preparation and presentation of the case, litigation, costs, negotiation, trial, and/or appeal shall be determined by Client and Attorney.

COOPERATION: Cooperation of the Client is of the outmost importance. Therefore, Client agrees to advise Attorney of all changes of address and/or telephone number, to appear at all court hearings and to cooperate with Attorney's requests including discovery and or evidence or production of witnesses, etc. Failure to do so by Client may result in negative consequences for Clients' case. Client agrees is he fails to cooperate in any matter, attorney shall retain all fees paid and all other fees are immediately due and owing.

GUARANTEES: The Attorney and Client state that the Attorney has made no promise or guarantee as to the successful resolution or eventual outcome of the Client's legal case and that this agreement is not based upon any such promises or anticipated results.

RESPONSIBILITY: Client understands that he/she is responsible for the payment of all fines and the completion of all classes ordered by the court regarding the case. Client shall take all reasonable steps to attend court hearings, and other meetings associated with this matter. Client further understands that my presence at certain proceedings (depositions and trial for example) is mandatory and that it is the Clients responsibility to attend and that if he/she does not show up for a court appearance a warrant may be issued against him/her. If this happens Client understands that the Attorney fees will increase.

LIENS AND ADJUDICATION: Client hereby grants Attorney a lien on any and all claims or causes of action that are related to the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums due and owing to Attorney at the conclusion of Attorney's services. The lien will attach to any recovery Client may obtain, whether by arbitration award, judgment, settlement, or otherwise. Any amounts received by Attorney's office on Client's behalf may be used to pay Client's account.

Client further understands that if attorney finds it necessary to litigate any provision within this agreement, that Client will be responsible for any costs and fees associated with litigation including attorney fees. A copy of the Nevada "RPC" can be provided to Client at any time upon a written request.

  
Initials

**TERMINATION OF REPRESENTATION AND POST-REPRESENTATION MATTERS:** Either party may terminate the representation at any time, subject to our obligations under the Rules of Professional Conduct and the approval of the court if the matter is in litigation.

Unless previously terminated, our representation will terminate upon completion of the legal services described in this agreement subject to our obligations under the Rules of Professional Conduct, and the approval of the court if the matter is in litigation. Client understands that Attorney has no continuing obligation to represent him/her unless Client retains Attorney to provide additional advice or services.

**REFUND:** If Client terminates the representation before Attorney has provided all legal services described in this agreement, Client may be entitled to a refund of all or part of the flat fee based on the value of the legal services performed prior to termination except if Client fails to cooperate with Attorney as defined under the "Cooperation" clause stated in this agreement.

**DOCUMENT RETENTION:** At the end of the representation, at Clients request, Attorney will turn over the file to Client. If Client does not request the file, Client agrees the file may be destroyed in accordance with our document retention policy and the Nevada Rules of Professional Conduct. Currently, it is our policy to destroy files seven years after the termination of the representation.

*Client understands that he/she has the right to seek a second opinion regarding his/her attorney fees as well as any other aspect in this agreement with another attorney, and by signing below he/she has either in fact spoke with another attorney about this retainer agreement and he/she is satisfied and understands the terms or Client fully understands the terms and waive his/her right. In addition, Clients signature constitutes informed consent.*

**CLIENT UNDERSTANDS AND ACKNOWLEDGES THAT NO LEGAL REPRESENTATION, APPEARANCE, OR PREPARATION WILL BEGIN IN THIS MATTER UNTIL PAYMENT ON ACCOUNT AS SET FORTH IN THE "ATTORNEY FEE" CLAUSE ON PAGE 1, IS PAID IN FULL.**

**I HAVE READ THIS RETAINER AGREEMENT AND UNDERSTAND IT.**

Signature:  Date: 2/13/20

Printed Name: Amalia SOSA-AVILA

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



# EXHIBIT 3

# REGISTER OF ACTIONS

## CASE No. 20F00283A

[Make Payment](#)

State of Nevada vs. SOSA-AVILA, AMALIA

§  
§  
§  
§  
§

Case Type: **Felony**  
 Date Filed: **01/07/2020**  
 Location: **JC Department 12**

### RELATED CASE INFORMATION

**Related Cases**  
 PC20F00283B (Multi-Defendant Case)

### PARTY INFORMATION

**Defendant**      **SOSA-AVILA, AMALIA**

**Lead Attorneys**  
**Jess Matsuda**  
*Court Appointed*  
 7023830506(W)

**State of Nevada**  
**State of Nevada**

### CHARGE INFORMATION

Charges: SOSA-AVILA, AMALIA	Statute	Level	Date
1. Conspiracy to commit burglary [50445]	205.060.2	Gross Misdemeanor	11/30/2019
2. Burglary, first offense [50424]	205.060.2	Felony	11/30/2019
3. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	11/30/2019
4. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	11/30/2019
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057]	205.275.2b	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Obtain or possess credit or debit card without cardholders consent [50790]	205.690	Felony	01/04/2020
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020
999. Use credit or debt card or identifying information on card or account without consent [50796]	205.760.1c	Felony	01/04/2020

### EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Use credit or debt card or identifying information on card or account without consent [50796] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial



01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Buy/poss/rcv stolen prop, \$650 - \$3500 [56057] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Obtain or possess credit or debit card without cardholders consent [50790] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Obtain or possess credit or debit card without cardholders consent [50790] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Obtain or possess credit or debit card without cardholders consent [50790] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Obtain or possess credit or debit card without cardholders consent [50790] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Use credit or debt card or identifying information on card or account without consent [50796] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Use credit or debt card or identifying information on card or account without consent [50796] DA Denial
01/06/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 999. Use credit or debt card or identifying information on card or account without consent [50796] DA Denial
08/04/2020	<b>Disposition</b> (Judicial Officer: Sullivan, Diana L.) 2. Burglary, first offense [50424] Waiver of Preliminary Hearing - Bound Over to District Court 4. Use credit or debt card or identifying information on card or account without consent [50796] Waiver of Preliminary Hearing - Bound Over to District Court 1. Conspiracy to commit burglary [50445] Waiver of Preliminary Hearing - Bound Over to District Court 3. Obtain or possess credit or debit card without cardholders consent [50790] Waiver of Preliminary Hearing - Bound Over to District Court

**OTHER EVENTS AND HEARINGS**

01/04/2020	<b>Multi-Defendant Case</b>
01/04/2020	<b>Standard Bail Set</b> Ct1: \$10000 Cash/\$10000 Surety
01/04/2020	<b>CTRACK Track Assignment JC12</b>
01/04/2020	<b>Standard Bail Set</b> Ct8: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct7: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct5: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct2: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct4: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct3: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct9: \$2000 Cash/\$2000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct6: \$5000 Cash/\$5000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct10: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct11: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct13: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct12: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct14: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct17: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b> Ct15: \$3000 Cash/\$3000 Surety
01/04/2020	<b>Standard Bail Set</b>

Ct16: \$3000 Cash/\$3000 Surety

01/04/2020 **Financial Affidavit**

01/04/2020 **Probable Cause Review Packet - Initial Appearance Court**

01/05/2020 **Initial Appearance Justice Court (PC Review) (1:30 PM) (Judicial Officer Sciscento, Joseph S.)**  
Result: Matter Heard

01/05/2020 **Not Released NPR**

01/05/2020 **Nevada Risk Assessment Tool**

01/05/2020 **CTRACK Case Modified**  
Judge/SUL;

01/05/2020 **72-Hour Hearing Completed**

01/05/2020 **Probable Cause Found**

01/05/2020 **Counsel Provisionally Appointed**  
*M. Pensabene, Esq. provisionally appointed for limited purposes of first appearance hearing.*

01/05/2020 **Bail Argument Heard**  
*The Court has heard arguments from the prosecution and defense counsel regarding custody of the Defendant*

01/05/2020 **Bail Reset - Cash or Surety**  
*Counts: 001; 002; 003; 004; 005; 006; 007; 008; 009; 010; 011; 012; 013; 014; 015; 016; 017 - \$0.00/\$0.00 Total Bail*

01/05/2020 **Defendant Detained Due to Arrest on Felony Charge**  
*while out of custody on another charge (NRS 178.487).*

01/05/2020 **Continued for Status Check on filing of Criminal Complaint**

01/05/2020 **Minute Order - Initial Appearance**

01/06/2020 **CTRACK Case Modified**

01/06/2020 **PC Charge Modification**  
*ChargeType/BB; Count/001; Code/50424; Degree/F; ChargeTrackNumber/0025880193001;*

01/06/2020 **PC Charge Modification**  
*ChargeType/BB; Count/009; Code/50445; Degree/G; ChargeTrackNumber/0025880193017;*

01/07/2020 **Status Check on Filing of Criminal Complaint (8:00 AM) (Judicial Officer Sullivan, Diana L.)**  
*In Custody*

01/07/2020 **Result: Matter Heard**

01/07/2020 **Criminal Complaint**  
*Filed in open Court*

01/07/2020 **Initial Appearance Completed**  
*Defendant Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint*

01/07/2020 **Defendant Not Identified as a Veteran**  
*After Court inquiry, the defendant represented that they are not a Veteran and not a member of the Military.*

01/07/2020 **Defendant Identified as Indigent**  
*Defendant and the Court discussed the appointment of counsel and defendant requested appointment of counsel.*

01/07/2020 **Counsel Appointed**  
*J. Matsuda, Esq. appointed in absentia*

01/07/2020 **Discovery Placed in Contract Attorney Box**

01/07/2020 **Bail Reset - Cash or Surety**  
*Counts: 001; 002; 003; 004 - \$0.00/\$0.00 Total Bail*

01/07/2020 **Defendant Detained Due to Arrest on Felony Charge**  
*while out of custody on another charge (NRS 178.487).*

01/07/2020 **Released from Custody - DA Denial**  
*Offenses not charged in criminal complaint*

01/07/2020 **Status Check**  
*Date set by Court to see if the State sought to revoke the Defendant in his other matter.*

01/07/2020 **Notify**  
*J. Matsuda notified by Courtroom staff/jy*

01/07/2020 **Minute Order - Department 12**

01/14/2020 **Status Check (8:00 AM) (Judicial Officer Sullivan, Diana L.)**  
*In custody*

01/14/2020 **Result: Matter Heard**

01/14/2020 **Court reviews history of case**

01/14/2020 **Comment**  
*State did not move to revoke the Defendant*

01/14/2020 **Bail Argument Made**

01/14/2020 **Bail Reset - Cash or Surety**  
*Counts: 001; 002; 003; 004 - \$3,000.00/\$3,000.00 Total Bail*

01/14/2020 **Future Court Date Stands**  
*1/22/20 9:30 AM for Preliminary hearing*

01/14/2020 **Minute Order - Department 12**

01/15/2020 **Surety Bond**

01/15/2020 **Surety Bond Acceptance-Notice of Appearance**

01/16/2020 **Waiver of Extradition After Admission to Bail**

01/22/2020 **Preliminary Hearing (9:30 AM) (Judicial Officer Sullivan, Diana L.)**  
*Surety Bond*  
*01/22/2020 Reset by Court to 01/22/2020*

01/22/2020 **Result: Matter Continued**

01/22/2020 **Motion to Continue - Defense**  
*Granted with no objection by the State*

01/22/2020 **Preliminary Hearing Date Reset**

01/22/2020 **Minute Order - Department 12**

03/03/2020 **Preliminary Hearing (9:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)**  
*Surety Bond*

03/03/2020 **Result: Matter Continued**

03/03/2020 **Counsel Substitutes In as Attorney of Record**

03/03/2020 **Discovery Given to Counsel in Open Court**

03/03/2020 **Motion to Continue - Defense**  
*Par State was ready to proceed today - 2 witnesses present, but no objection to continuance based on substitution. Defense motion granted.*

03/03/2020 **Preliminary Hearing Date Reset**

03/03/2020 **Witness Fees Imposed**

03/03/2020 **Minute Order - Department 12**



03/20/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**  
03/20/2020 **Summons Ordered**  
03/26/2020 **Summons Issued**  
03/26/2020 **Summons unable to be mailed**  
*address unknown*  
05/22/2020 **Notify**  
*T. Leventhal Esq. notified via email of 6/23/20 hearing/fly*  
06/17/2020 **Motion**  
*to withdraw as attorney of record.*  
06/22/2020 **Motion (8:00 AM) (Judicial Officer Sullivan, Diana L.)**  
*Surety Bond*  
Result: Motion Granted  
06/22/2020 **Motion**  
*by Defense to withdraw as attorney of record - Motion Granted*  
06/22/2020 **Future Court Date Stands**  
*6/23/20 for Defendant's presence only*  
06/22/2020 **Minute Order - Department 12**  
06/23/2020 **CANCELED Preliminary Hearing (9:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)**  
*Vacated*  
*Surety Bond*  
*04/14/2020 Reset by Court to 06/23/2020*  
06/23/2020 **Status Check (9:30 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)**  
*Surety Bond*  
Result: Bench Warrant Issued  
06/23/2020 **Defendant failed to appear**  
*Case called at 9:34 AM Per State, verified with prior Defense counsel that the Defendant was aware of today's hearing.*  
06/23/2020 **Bench Warrant Ordered to be Issued-Bail Cash or Surety**  
*Counts: 001; 002; 003; 004 - \$3,000.00/\$3,000.00 Total Bail*  
06/23/2020 **Notice of Intent to Forfeit Surety Bond Ordered**  
06/23/2020 **Forfeiture Matters Administratively Transferred**  
*All bond/bail forfeiture matters administratively transferred to Department 12. The Pay or Surrender date is 12/20/2020*  
06/23/2020 **Minute Order - Department 12**  
06/23/2020 **Bench Warrant - Face Sheet**  
06/23/2020 **Bench Warrant Confidential**  
06/23/2020 **Notice of Intent & Order of Forfeiture - Surety Bond**  
06/23/2020 **Warrant Verified**  
06/23/2020 **Motion to Quash Bench Warrant**  
06/26/2020 **Motion (8:00 AM) (Judicial Officers Pro Tempore, Judge, Stoberski, Holly S.)**  
*Surety Bond*  
Result: Motion Granted  
06/26/2020 **Motion to Quash Bench Warrant**  
*No objection to said motion by State. Motion granted.*  
06/26/2020 **Warrant Ordered Quashed**  
06/26/2020 **Notice of Intent on Surety Bond Ordered Recalled**  
06/26/2020 **Financial Affidavit**  
06/26/2020 **Defendant Identified as Indigent**  
*Defendant and the Court discussed the appointment of counsel and defendant requested appointment of counsel.*  
06/26/2020 **Counsel Appointed**  
*J. Matsuda, Esq. reappointed in absentia. Notify J. Matsuda, Esq. via e-mail/rsp T. Leventhal, Esq. notified to forward discovery to J. Matsuda, Esq. via e-mail/rsp*  
06/26/2020 **Preliminary Hearing Date Reset**  
06/26/2020 **Minute Order - Department 12**  
08/04/2020 **Preliminary Hearing (9:30 AM) (Judicial Officer Sullivan, Diana L.)**  
*Surety bond*  
Result: Bound Over  
08/04/2020 **Unconditional Bind Over to District Court**  
*Defendant unconditionally waives right to Preliminary Hearing. Defendant Bound Over to District Court as Charged without negotiations.*  
*Defendant to Appear in the Lower Level Arraignment Courtroom A.*  
08/04/2020 **District Court Appearance Date Set**  
*Aug 13 2020 9:30AM: Out of custody*  
08/04/2020 **Surety Bond Ordered Transferred**  
*to District Court*  
08/04/2020 **Case Closed - Bound Over**  
08/04/2020 **Minute Order - Department 12**  
08/04/2020 **Transfer Surety Bond**  
08/04/2020 **Certificate, Bindover and Order to Appear**

#### FINANCIAL INFORMATION

Make Payment

	<b>Defendant SOSA-AVILA, AMALIA</b>		
	Total Financial Assessment		100.00
	Total Payments and Credits		50.00
	<b>Balance Due as of 08/12/2020</b>		<b>50.00</b>
01/15/2020	Transaction Assessment		50.00
01/15/2020	Payment (Window)	Receipt # PT-2020-00397	(50.00)
03/04/2020	Transaction Assessment	Kind Bail Bond	50.00

**From:** [nevadabarforms@gmail.com](mailto:nevadabarforms@gmail.com)  
**To:** [complaints@nevadabarforms@gmail.com](mailto:complaints@nevadabarforms@gmail.com)  
**Subject:** New submission from File a Complaint Online  
**Date:** Wednesday, June 24, 2020 5:20:16 AM

---

**First, Middle and Last Name**

Zan Mitrov

**Your Address**

10691 Allegrini dr  
Las Vegas, NEVADA 89141  
[Map It](#)

**Your Email**

[zan@m2lvnv.com](mailto:zan@m2lvnv.com)

**Your Primary Telephone Number**

(702) 569-0652

**Your Secondary Telephone Number**

(702) 580-6005

**Attorney Information****Attorney Name**

TODD LEVENTHAL

**Law Firm Name**

LEVENTHAL AND ASSOCIATES

**Attorney Address**

626 S 3RD ST  
LAS VEGAS, NV 89141  
[Map It](#)

**Previous Contact with the State Bar of Nevada****Have you previously contacted the State Bar of Nevada regarding this matter?**

No

**Hiring the Attorney****Did you hire/retain the attorney about whom you are complaining?**

Yes

**When did the representation begin?**

07/23/2019

**What was the fee arrangement?**

8000.00

**How much have you paid the lawyer to date?**



16900.00
<b>Brief description of the nature of the case the attorney was engaged to handle (i.e. personal injury, criminal, malpractice)</b>
Poss drug not for i-state commerce Poss drug not for i-state commerce Poss of a stolen vehicle DUI of alcohol and/or controlled or prohibited substance, 1st offense
<b>Names and contact information for other persons who can provide additional information concerning your complaint</b>
NEY CEDENO Phone:702-801-7313 Address:6841 Mataro dr,Las Vegas,NV,89103 GABRIELA LOPEZ Phone:702-580-6005 Address:10691 Allegrini dr Las Vegas,NV,89141
<b>Litigation</b>
<b>Case Number</b>
Case No. 19F10566X
<b>Name of court or agency</b>
Justice Court Dept 2
<b>Explanation of Grievance</b>
<b>Complaint Details</b>
<p>Dear Sirs,</p> <p>March 5th 2019 and May 26th 2019 I was arrested and retained Michael Pandullo as my lawyer. May 29th 2019 I left the States and went overseas to visit my parents(This trip was planned and tickets purchased Jan 2019). When I got back in the States i found that I have warrant for an arrest Mr.Pandullo license was suspended and he didn't show up at court. However I hired Todd Leventhal July 17th to represent me at court for which he agreed and said that I haven't been in trouble with the law before he will have cases dismissed or maybe I have to pay fine and go to some counseling classes and that his fee will be \$2000.00 for the first case and \$3000.00 for the second case for a total of \$5000.00 to which I agreed. I asked him don't I need to sign some paperwork to which he said Don't worry brother I know you and you seem honest person. Then we went to his secretary and he instructed her to file for a motion to squash the warrant. Also he said that I have to pay for that \$500.00 Again I agreed and paid \$500.00 the same time with cash I asked for a receipt and said don't worry brother we trust each other. I asked if I have to pay the \$5000.00 next time we go to a court he said you don't have to pay full amount but you have to bring half 2500.00 At the day of the court July 23rd before we entered the court room I gave him envelope with cash of \$3000.00 and I told him here is 3K. After the court we walked to his office and talked personal stuff. He asked me if I have any sports car. I told him that I have Vintage Dodge Viper and it's super fast. He asked me if he can drive it for couple weeks because something is wrong with his car. I said ofcourse and brought my Viper to his office the same day.He liked it after we drove it together and said 2 weeks brother and you can take it. I said ok. Next court was set up for August 27th. I was driving to court for the first case and he called me and said that I don't have to go to court today that he moved it for Sep 3rd. Sep 3rd before we entered the court room I handed him envelope with \$2000.00 cash for the remaining balance. Haloween night I was charged with DUI. I called his office and scheduled meeting with him on Nov 17th. I told him for the DUI and asked him if he can represent me to court for that matter to. He agreed and said that his fee will be \$2500.00, I agreed and gave him \$1000.00 the same day. For the second case next court date was scheduled for Oct 23rd. Mr.Leventhal told me that I don't have to be present then, but there will be some restitution fee that have to be paid to the victim for</p>

the stolen vehicle. I asked how much and he said not a lot probably \$5000.00 To me it didn't sound right but I said ok. Next court date Dec 3rd for the first case I've completed the requirements that Judge ruled and gave Todd \$2500.00 in an envelope before we entered the court room. Jan 2nd I was gambling and won a Jackpot of a \$60000.00. Next morning I called him and told him that I have cash for him. He said I am about to leave to California and I can meet with him by Artisan Hotel. I went there and handed him \$2000.00 cash and told him about my Jackpot won. He asked me what kind of car was that I was driving. I said it's Maserati. He said this one I like and he really would like to drive it for a bit. I said ok and told him but I need my Viper back he said don't worry brother I got you. Jan 15th he texted me and asked me if I am bringing the car. I was in California and told him that I will bring it when I get back. Next court date for second case was Feb 11th 2020. After we left court he said that restitution was \$6000.00 for the victim. I said alright but I have to go to the bank and pull out cash. He said bring it to the office. I was back at his office same day with \$1500.00 cash in an envelope. He was busy and I had to leave to pick up kids from school. I asked if it's ok to leave envelope with his secretary. Door was open and I wanted to give him the envelope. He just said leave it with the girl and I gave her the envelope. Feb 18th I was busy around the house with my kids and called a friend Ney Cedenro to take the Maserati to his office and bring the Viper back. Ney called me and said that he dropped the car and to call him a lyft. I ask him why left aren't you with the Viper he said that Todd told him that the Viper was in North Vegas and it's already late to get it now. I didn't like that and went to his office next day Feb 19th. We spoke at his office and he said that he wants to give the Maserati to his wife for couple months but she is in California and have to drive the car there. He also asked me if I have a title for the car because she have to drive it there and register it in California and for assurance he will put me as a lien on the car so I don't think that something odd is going on. I said ok I will bring you title tomorrow and I will pick up Viper then. He said alright brother I'll have Viper here. Feb 21st I sent him a message that I have the title what time to go there. No respond from him. Then I send another message saying that I am handicap(with no car) No respond. Feb 27th again I said message asking him if he is bringing the Viper? No respond. Then another message on March 3rd no respond. Finally March 4th he responded after I told him that I am using lyft. He said I don't want Maserati but he need money. I said ok. March 5th I went to his office and he told me that he have to go to California that his dad is sick. We went with his car to the shop that had the Maserati on Spring Mounting and Torrey Pines. I had \$1000.00 cash with me and gave him \$900.00 and kept \$100.00 for me. He told me this story how people are not paying him and he hope that I am not like them. I said no I will keep my word on what was agreed and I mention that I think that I paid almost everything what was talked about. March 11th I send a message to ask about his father. He replied that he is good. No communication until May 19th when he sent me a message that he need money ASAP that victim is not happy. I replied that I can't leave at this moment because it was my daughter 5th grade graduation but I can meet him after 4. No response from him. Then message May 21st that today is the last day to bring money. I said I will be at your office by 330. I knew I paid for the all cases plus restitution but I still took \$1000.00 with me. When I got to his office I felt his attitude and ego at the highest level that could be. The minute I sat he asked me did you bring my money. I didn't like that and asked if I can be excused to go to restroom. He asked my why? I said I just need little water to splash my face. When I get back I asked how much money I owe him. He wouldn't give me a number. I said I don't have it written down how much I gave him but if think for 15 min I'll have a number for him( I bluffed I knew how much I've given him). He said that I owe the full ammount for restitution fee. I asked how much is that. He said 8K. Again I corrected him and said that it was \$6000.00 but that was paid. I said give me a account number I'll send you money now at the same time time I bluffed again and said I will take care of the Victim directly give me a number. He said I don't know account number for him. Then he said how much you have with you. I said the ammount I have will not make you happy and it's better to leave like that and to think for a day and tommorow to touch base. He said you know what brother don't worry about it I am good. I signed a blank check from my Company and handed to him and said go ahead Mister enter the amount you think I owe you. He said I cannot do that. I wrote \$3000.00 on the check thinking that he will be super happy. The expresion on his face was sour. I said damn Todd you are doing the same think as me. He said what is that. I said I will not comment. He got mad and said so you are teaching me now. I said I bether go and ask when I can pick up Viper. He said maybe next week you can. I waited a week and send him a message May 27th asking him when can I pick up the car. No respond I send messages 4-5 times no respond. June 5th I had to rent a car from Hertz and paid \$5825.00 until end of June. I paid that much only for a month. Todd have my car for almost a year how much shall he pay? Viper is consider exotic car and it cost more. was upset and called his cell phone no respond. I went to security gate to the comunity he lives and said that I have to go and see him. The



Officer called him and he said that he will call me back no respond. June 15th I went to his office no one opened the door. Sunday 21st I send him a message asking him to send me a number how much he thinks I owe him and I will have money for him today or tomorrow. Before we went for Fathers day dinner with my wife and kids I went to check mail and there was envelope from his office. I opened it and noticed something about court for 22nd. I send a message asking if I have to show at court he didn't responded. Later that night I read the papers he filled a motion that he wants to withdraw his services as a counsel stating that I lack communication, also I am burden for his financial fees and that he talked to me about that already. I don't recall him talking about that. Also in the letter he sworn before Public Notary that he will mail a copy of the same papers via Certified mail. Motion was filled on 17th. There was a stamp printed on the 18th usings STAMPS service and not send out until 19th because when I checked my mail Friday night after work there was nothing from his office.

I am law abiding citizen paying taxes and employing 15 people for the last 9 years. Yes I did mistakes in 2019 for which I am remorseful and already correcting them by going to NA Mettings and staying drug free.

The fact that Todd sworn that

- I lack communication
- I am burden for his financial

made me file this complain because I am the opposite of that.

Also how can I say to Judge Sciscento on July 28th that I have been good and fulfill the requirements he ruled when my Lawyer is stating the opposite. I showed up at court the 22nd and was told to contact my Lawyer. I called Monday at 9 am to schedule a meeting with his secretary and she told me that Todd will call me later in the afternoon. No phone call

I called next day and was told the same thing. No call

I know that If I call tomorrow I will be told the same thing and again no phone call. However when I show at court and say that my lawyer never gave me the papers from my cases so I can hire new Lawyer he will say that I never called and that will be his prove for his withdraw and that will be his asking to put a lien on my Viper because he never received payments.

Whole time I was dealing with his office and himself I only received phone calls to ensure that I am bringing cash and one time a phone call from his office. All the phone calls were made from me to them. Because from the industry I work in I learned that you have to inspect what you expect and after all is My Name, My reputation, My freedom and My kids Father that is dealing with those consequences I am dealing for the choices I made in 2019, again that I am very remorseful and taking steps of correcting them. I believe that with filing this claim I will have a chance to speak my side about the Motion Mr.Leventhal filled.

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

I believed I've included that in previous chapter.

Should you have any questions or anything at all do not hesitate to call me at my cell 702-569-0652 or send email to [zan@m2lvnv.com](mailto:zan@m2lvnv.com)

Thank You

#### **Related File(s)**

- [Phone-Calls.pdf](#)
- [Motion.pdf](#)
- [Text-Messages.pdf](#)
- [1bd5853e50fbd4b0b45573fe717f5353c4682dc4d507f8f6d8677d3b425ff442-1.pdf](#)



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Call details

Filter

Jul 10 - Aug 09, 2019

Total: 766 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
08/05/19, 1:13 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
08/06/19, 2:40 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
08/06/19, 2:41 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
08/07/19, 5:06 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
08/09/19, 12:13 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
08/05/19, 8:04 PM	to LAS VEGAS/NV	(702) 580-0343	1 Min	T-Mobile to T-Mobile	--
08/07/19, 2:41 PM	to LAS VEGAS/NV	(702) 575-3026	3 Min	T-Mobile to T-Mobile	--
07/11/19, 6:08 PM	Macedonia (Wi-Fi Call) to LAS VEGAS, NV	(702) 569-0652	1 Min	Roaming	--
08/01/19, 5:19 PM	to LAS VEGAS/NV	(702) 559-4468	1 Min	-	--
08/01/19, 5:19 PM	Incoming	(702) 559-4468	1 Min	-	--
08/01/19, 7:26 PM	to LAS VEGAS/NV	(702) 559-4468	1 Min	-	--
08/01/19, 7:29 PM	to LAS VEGAS/NV	(702) 559-4468	2 Min	-	--
08/01/19, 7:35 PM	Incoming	(702) 559-4468	1 Min	-	--
07/16/19, 3:45 PM	to LAS VEGAS/NV	(702) 517-8858	1 Min	-	--
07/16/19, 4:18 PM	Incoming	(702) 517-8858	1 Min	-	--
07/17/19, 8:59 AM	to LAS VEGAS/NV	(702) 503-5258	1 Min	-	--
07/17/19, 1:14 PM	to LAS VEGAS/NV	(702) 503-5258	1 Min	-	--
07/17/19, 10:03 AM	to LAS VEGAS/NV	(702) 503-1502	2 Min	-	--
07/18/19, 4:59 PM	Incoming	(702) 503-1502	1 Min	-	--
07/18/19, 4:59 PM	to LAS VEGAS/NV	(702) 503-1502	1 Min	-	--
07/18/19, 5:00 PM	to LAS VEGAS/NV	(702) 503-1502	1 Min	-	--
07/18/19, 7:30 PM	to LAS VEGAS/NV	(702) 503-1502	1 Min	-	--
07/18/19, 9:06 PM	Incoming	(702) 503-1502	1 Min	-	--
07/18/19, 11:20 PM	Incoming	(702) 503-1502	1 Min	-	--
07/17/19, 8:25 AM	to LAS VEGAS/NV	(702) 480-1425	1 Min	T-Mobile to T-Mobile	--
07/22/19, 11:57 AM	Incoming	(702) 472-8686	2 Min	-	--
07/16/19, 11:28 AM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/16/19, 12:23 PM	Incoming	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/16/19, 3:27 PM	to LAS VEGAS/NV	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
07/17/19, 9:44 AM	to LAS VEGAS/NV	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
07/18/19, 2:12 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/18/19, 2:13 PM	Incoming	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
07/18/19, 5:27 PM	Incoming	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
07/18/19, 7:08 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/20/19, 12:22 PM	Incoming	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/20/19, 1:35 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/20/19, 1:52 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/29/19, 3:55 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
07/29/19, 9:41 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
08/01/19, 1:53 PM	to LAS VEGAS/NV	(702) 457-2500	1 Min	Wi-Fi call	--
07/22/19, 11:49 AM	Incoming	(702) 444-5337	1 Min	-	--
07/16/19, 3:13 PM	Incoming	(702) 426-5826	3 Min	T-Mobile to T-Mobile	--
07/19/19, 12:12 PM	to LAS VEGAS/NV	(702) 426-5826	3 Min	T-Mobile to T-Mobile	--
07/18/19, 4:55 PM	to LAS VEGAS/NV	(702) 417-6444	1 Min	-	--
07/18/19, 8:59 PM	to LAS VEGAS/NV	(702) 417-6444	1 Min	-	--
07/18/19, 9:40 PM	to LAS VEGAS/NV	(702) 417-6444	2 Min	-	--
08/01/19, 4:27 PM	to LAS VEGAS/NV	(702) 382-9261	1 Min	-	--
07/17/19, 10:14 AM	to LAS VEGAS/NV	(702) 378-3785	7 Min	-	--
07/18/19, 4:48 PM	Incoming	(702) 376-5925	2 Min	Call Waiting	--
07/18/19, 5:09 PM	Incoming	(702) 376-5925	1 Min	-	--





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Call details

Filter

Aug 10 - Sep 09, 2019

Total: 772 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
08/26/19, 4:09 PM	to LAS VEGAS/NV	(702) 472-8686	5 Min	Wi-Fi call	--
08/18/19, 1:24 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
08/18/19, 1:24 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
08/18/19, 1:24 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
08/18/19, 2:28 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
08/18/19, 2:34 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
08/20/19, 5:33 PM	Incoming	(702) 470-6314	1 Min	Wi-Fi call	--
08/25/19, 1:47 AM	to LAS VEGAS/NV	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
09/01/19, 3:55 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
09/01/19, 4:52 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
09/01/19, 9:25 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
09/07/19, 7:10 PM	to LAS VEGAS/NV	(702) 456-0057	1 Min	-	--
08/29/19, 2:21 PM	to LAS VEGAS/NV	(702) 455-4191	1 Min	-	--
08/29/19, 2:46 PM	to LAS VEGAS/NV	(702) 455-4191	1 Min	-	--
08/29/19, 2:35 PM	to LAS VEGAS/NV	(702) 445-4191	1 Min	-	--
08/29/19, 2:35 PM	to LAS VEGAS/NV	(702) 445-4191	1 Min	-	--
08/20/19, 8:18 AM	Incoming	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
08/20/19, 8:26 AM	to LAS VEGAS/NV	(702) 426-5826	4 Min	T-Mobile to T-Mobile	--
09/01/19, 3:46 PM	to LAS VEGAS/NV	(702) 417-6444	3 Min	-	--
08/28/19, 2:17 PM	Incoming	(702) 378-3785	11 Min	-	--
08/28/19, 2:27 PM	to LAS VEGAS/NV	(702) 378-3785	27 Min	-	--
08/17/19, 11:23 AM	to LAS VEGAS/NV	(702) 365-7111	3 Min	-	--
08/30/19, 6:58 PM	to LAS VEGAS/NV	(702) 355-7796	1 Min	T-Mobile to T-Mobile	--
08/30/19, 6:59 PM	Incoming	(702) 355-7796	3 Min	T-Mobile to T-Mobile	--
08/30/19, 7:02 PM	Incoming	(702) 355-7796	1 Min	T-Mobile to T-Mobile	--
09/02/19, 3:45 PM	Incoming	(702) 355-7796	2 Min	T-Mobile to T-Mobile	--
09/07/19, 6:20 PM	to LAS VEGAS/NV	(702) 355-7796	2 Min	Wi-Fi call	--
08/29/19, 3:58 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
08/29/19, 5:16 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
08/29/19, 5:48 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
08/29/19, 5:50 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/01/19, 7:06 PM	Incoming	(702) 349-6165	1 Min	-	--
09/02/19, 1:19 AM	to LAS VEGAS/NV	(702) 349-6165	2 Min	-	--
09/04/19, 3:23 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 5:39 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 5:39 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 5:39 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 5:43 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 6:53 PM	Incoming	(702) 349-6165	2 Min	-	--
09/04/19, 7:48 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 8:04 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 10:15 PM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/04/19, 10:57 PM	Incoming	(702) 349-6165	1 Min	-	--
09/04/19, 11:16 PM	Incoming	(702) 349-6165	1 Min	-	--
09/04/19, 11:21 PM	Incoming	(702) 349-6165	1 Min	-	--
09/05/19, 12:14 AM	Incoming	(702) 349-6165	1 Min	-	--
09/05/19, 10:02 AM	to LAS VEGAS/NV	(702) 349-6165	1 Min	-	--
09/05/19, 2:25 PM	Incoming	(702) 349-6165	1 Min	Wi-Fi call	--
09/06/19, 7:44 PM	Incoming	(702) 349-6165	2 Min	-	--
09/06/19, 8:09 PM	Incoming	(702) 349-6165	1 Min	-	--

1 4 5 6 7 8 9

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Call details

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Aug 10 - Sep 09, 2019

Total: 772 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
09/05/19, 9:27 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/05/19, 3:28 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
09/06/19, 12:56 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/06/19, 1:39 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/06/19, 1:42 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/09/19, 2:04 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
09/09/19, 7:27 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
08/27/19, 12:12 AM	Incoming	(415) 944-3415	2 Min	Wi-Fi call	--
08/27/19, 8:26 AM	Incoming	(415) 640-4864	2 Min	-	--
08/27/19, 8:31 AM	Incoming	(415) 640-4864	1 Min	-	--
09/03/19, 10:38 AM	to BUTTE/MT	(406) 299-1029	1 Min	-	--
08/20/19, 11:25 AM	to HOUSTON/TX	(346) 326-0011	1 Min	-	--
09/05/19, 12:13 PM	Incoming	(314) 325-5016	5 Min	-	--
09/05/19, 1:18 PM	to LADUE/MO	(314) 325-5016	3 Min	-	--
08/28/19, 4:30 PM	to LOS BANOS/CA	(209) 827-8030	3 Min	Wi-Fi call	--
08/28/19, 5:31 PM	Incoming		1 Min	-	--

1 ... 5 6 7 8 9

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Call details

Filter

~~Sept 10 - Oct 09, 2019~~

Total: 895 minutes

Total charges: \$5.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
09/30/19, 2:56 PM	to LAS VEGAS/NV	(702) 601-5826	3 Min	-	--
09/30/19, 11:21 AM	Incoming	(702) 601-5826	3 Min	-	--
09/30/19, 11:19 AM	Incoming	(702) 601-5826	2 Min	-	--
09/27/19, 7:43 AM	to LAS VEGAS/NV	(702) 601-5826	1 Min	Wi-Fi call	--
09/27/19, 7:43 AM	Incoming	(702) 601-5826	4 Min	Wi-Fi call	--
09/17/19, 7:00 PM	to LAS VEGAS/NV	(702) 601-5826	1 Min	-	--
09/17/19, 6:15 PM	Incoming	(702) 601-5826	1 Min	-	--
09/10/19, 1:02 PM	to LAS VEGAS/NV	(702) 588-8095	3 Min	T-Mobile to T-Mobile	--
09/10/19, 12:57 PM	to LAS VEGAS/NV	(702) 588-8095	1 Min	T-Mobile to T-Mobile	--
10/07/19, 3:14 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	Wi-Fi call	--
10/06/19, 8:59 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
10/06/19, 8:50 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
10/04/19, 2:51 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
10/04/19, 12:01 PM	to LAS VEGAS/NV	(702) 580-6005	5 Min	T-Mobile to T-Mobile	--
10/04/19, 1:35 AM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/27/19, 7:25 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/27/19, 2:41 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/27/19, 11:32 AM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/24/19, 4:12 PM	Incoming	(702) 580-6005	2 Min	Wi-Fi call	--
09/23/19, 6:48 PM	Incoming	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
09/22/19, 4:51 PM	to LAS VEGAS/NV	(702) 580-6005	3 Min	T-Mobile to T-Mobile	--
09/20/19, 6:53 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/19/19, 1:07 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/19/19, 9:53 AM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/18/19, 6:50 PM	Incoming	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
09/17/19, 1:41 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/17/19, 1:12 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
09/14/19, 11:06 AM	to LAS VEGAS/NV	(702) 580-6005	1 Min	Wi-Fi call	--
09/30/19, 1:57 PM	to LAS VEGAS/NV	(702) 557-2327	2 Min	-	--
09/30/19, 12:06 AM	to LAS VEGAS/NV	(702) 547-7777	7 Min	-	--
09/29/19, 7:44 PM	to LAS VEGAS/NV	(702) 547-7777	8 Min	-	--
09/22/19, 7:47 PM	to LAS VEGAS/NV	(702) 480-2853	1 Min	-	--
09/17/19, 6:07 PM	to LAS VEGAS/NV	(702) 480-1425	2 Min	T-Mobile to T-Mobile	--
09/23/19, 11:07 AM	to LAS VEGAS/NV	(702) 472-8686	1 Min	-	--
09/23/19, 11:00 AM	to LAS VEGAS/NV	(702) 472-8686	2 Min	-	--
09/17/19, 10:51 AM	to LAS VEGAS/NV	(702) 451-5153	4 Min	-	--
09/27/19, 10:37 AM	Incoming	(702) 448-2260	1 Min	-	--
10/07/19, 2:07 PM	Incoming	(702) 426-5826	1 Min	Wi-Fi call	--
10/07/19, 1:44 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	Wi-Fi call	--
10/07/19, 12:41 PM	Incoming	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
10/07/19, 12:34 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 10:30 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 9:16 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 9:04 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 8:56 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 8:40 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 4:57 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 4:20 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/05/19, 4:06 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--



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Call details

NO PHONE CALLS

Filter

Sep 10 - Oct 09, 2019

Total: 895 minutes

Total charges: \$5.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
09/18/19, 10:02 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/17/19, 6:58 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/17/19, 4:08 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
09/13/19, 7:50 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
09/13/19, 4:12 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/13/19, 4:08 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/13/19, 1:39 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/13/19, 10:33 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/13/19, 9:44 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/13/19, 9:39 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/11/19, 3:25 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
09/11/19, 8:21 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/10/19, 2:48 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
09/10/19, 10:54 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
09/10/19, 10:46 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/10/19, 10:28 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
09/10/19, 1:18 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/07/19, 2:29 PM	to MONTREAL/QC	(514) 343-0044	3 Min	Wi-Fi call	\$3.00
10/07/19, 1:48 PM	Incoming	(514) 343-0044	1 Min	Wi-Fi call	--
10/04/19, 12:19 PM	to MONTREAL/QC	(514) 343-0044	2 Min	-	\$2.00
09/16/19, 10:59 AM	Incoming	(480) 365-2002	6 Min	-	--
09/16/19, 10:36 AM	to PHOENIX/AZ	(480) 365-2002	2 Min	-	--
09/19/19, 3:35 PM	Incoming	(480) 360-7694	7 Min	-	--
09/21/19, 1:55 PM	Incoming	(425) 599-9337	3 Min	-	--
09/21/19, 1:54 PM	to HALLS LAKE/WA	(425) 599-9337	1 Min	-	--
10/09/19, 8:03 AM	to SAN JOSE W/CA	(408) 516-4191	1 Min	-	--
10/07/19, 10:56 AM	to ATLANTA/GA	(404) 629-2728	1 Min	-	--
10/07/19, 10:57 AM	to ATLANTA/GA	(404) 592-0234	1 Min	-	--
09/27/19, 10:39 AM	Incoming	(336) 393-9865	23 Min	-	--
09/27/19, 9:22 PM	to LOSANGELES/CA	(323) 301-9794	5 Min	-	--
09/13/19, 10:34 PM	to LOSANGELES/CA	(323) 301-9794	1 Min	-	--
09/13/19, 9:52 PM	Incoming	(323) 301-9794	17 Min	-	--
09/20/19, 9:59 PM	Incoming	(204) 272-0306	1 Min	-	--
10/04/19, 6:30 PM	Incoming		1 Min	-	--

1 ... 2 8 9 10 11

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Call details

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Oct 10 - Nov 09, 2019

Total: 864 minutes

Total charges: \$9.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
10/28/19, 6:00 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/01/19, 10:55 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/02/19, 2:25 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/02/19, 7:48 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/03/19, 10:47 AM	Incoming	(702) 580-6005	3 Min	T-Mobile to T-Mobile	--
11/03/19, 12:06 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/03/19, 12:08 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/04/19, 12:09 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
11/04/19, 9:51 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	Wi-Fi call	--
11/06/19, 10:57 AM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/07/19, 10:17 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	Wi-Fi call	--
11/08/19, 2:39 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/08/19, 3:03 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/08/19, 10:11 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/09/19, 1:26 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/09/19, 4:51 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/09/19, 5:24 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
10/10/19, 11:17 PM	to LAS VEGAS/NV	(702) 572-7728	1 Min	-	--
10/17/19, 7:57 PM	Incoming	(702) 572-7728	8 Min	-	--
10/17/19, 10:49 PM	Incoming	(702) 572-7728	1 Min	-	--
11/09/19, 5:59 PM	to LAS VEGAS/NV	(702) 572-6048	2 Min	-	--
10/16/19, 9:10 AM	Incoming	(702) 569-7855	1 Min	Wi-Fi call	--
11/07/19, 4:46 PM	to LAS VEGAS/NV	(702) 569-2651	1 Min	-	--
10/25/19, 6:25 PM	Incoming	(702) 566-9794	1 Min	Wi-Fi call	--
11/08/19, 9:57 AM	to LAS VEGAS/NV	(702) 566-2573	5 Min	-	--
10/29/19, 4:12 PM	to LAS VEGAS/NV	(702) 558-3571	2 Min	-	--
11/03/19, 10:24 AM	to LAS VEGAS/NV	(702) 545-0888	1 Min	-	--
11/08/19, 12:24 AM	Incoming	(702) 504-1569	4 Min	-	--
11/08/19, 2:37 PM	Incoming	(702) 504-1569	2 Min	-	--
10/22/19, 11:22 AM	Incoming	(702) 503-1502	7 Min	-	--
10/28/19, 1:53 PM	to LAS VEGAS/NV	(702) 503-1502	2 Min	-	--
11/08/19, 9:49 AM	to LAS VEGAS/NV	(702) 486-4100	2 Min	-	--
11/08/19, 12:50 PM	Incoming	(702) 481-9900	1 Min	T-Mobile to T-Mobile	--
11/08/19, 4:07 PM	to LAS VEGAS/NV	(702) 480-2892	3 Min	-	--
11/08/19, 4:24 PM	Incoming	(702) 480-2892	1 Min	-	--
10/15/19, 1:52 PM	to LAS VEGAS/NV	(702) 472-8586	1 Min	-	--
11/08/19, 10:09 AM	to LAS VEGAS/NV	(702) 472-8586	2 Min	-	--
10/14/19, 8:34 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
10/17/19, 4:30 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
10/16/19, 8:32 PM	to LAS VEGAS/NV	(702) 460-5062	1 Min	-	--
10/16/19, 8:52 AM	to LAS VEGAS/NV	(702) 458-7794	6 Min	Wi-Fi call	--
10/23/19, 9:53 AM	to LAS VEGAS/NV	(702) 458-7794	9 Min	-	--
10/11/19, 9:55 AM	to LAS VEGAS/NV	(702) 457-2500	1 Min	-	--
10/21/19, 6:01 PM	to LAS VEGAS/NV	(702) 445-0866	2 Min	Wi-Fi call	--
10/11/19, 1:18 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	Wi-Fi call	--
10/12/19, 9:26 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
10/12/19, 9:41 PM	to LAS VEGAS/NV	(702) 426-5826	3 Min	T-Mobile to T-Mobile	--
10/17/19, 10:55 AM	to LAS VEGAS/NV	(702) 426-5826	6 Min	T-Mobile to T-Mobile	--
10/31/19, 10:21 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
11/03/19, 10:21 AM	to LAS VEGAS/NV	(702) 426-5826	3 Min	T-Mobile to T-Mobile	--

1 ... 4 5 6 7 8 ... 10



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Call details

No PHONE CALLS

Oct 30 - Nov 09, 2019

Filter

Total: 864 minutes

Total charges: \$9.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
10/25/19, 3:43 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 8:05 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 8:07 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 10:10 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 10:27 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 11:11 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 11:21 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/26/19, 2:38 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/28/19, 8:19 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/28/19, 2:38 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/28/19, 6:51 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/28/19, 7:21 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/29/19, 8:11 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
10/29/19, 8:18 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
10/29/19, 8:38 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
10/29/19, 8:55 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
10/29/19, 1:16 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/29/19, 1:48 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/29/19, 2:37 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/30/19, 8:39 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/30/19, 9:16 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/30/19, 11:45 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/30/19, 12:09 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/30/19, 2:22 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/30/19, 5:47 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/31/19, 9:27 AM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
10/31/19, 12:04 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/31/19, 12:10 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/01/19, 8:34 AM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
11/01/19, 10:14 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/01/19, 11:32 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/01/19, 8:31 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/03/19, 8:00 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/04/19, 7:15 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/04/19, 10:20 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
11/04/19, 6:23 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/05/19, 2:46 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
11/05/19, 3:44 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
11/07/19, 1:02 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/07/19, 2:36 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
11/07/19, 8:05 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/07/19, 8:14 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
11/08/19, 12:21 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
11/08/19, 9:43 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
10/13/19, 6:16 PM	to ASHTABULA/OH	(440) 855-0195	2 Min	Wi-Fi call	--
10/13/19, 6:22 PM	Incoming	(440) 855-0195	2 Min	Wi-Fi call	--
10/20/19, 1:28 PM	to HALLS LAKE/WA	(425) 599-9337	1 Min	-	--
10/15/19, 5:55 PM	to PORTCLINTN/OH	(419) 967-4137	2 Min	T-Mobile to T-Mobile	--
10/15/19, 7:25 PM	Incoming	(419) 967-4137	1 Min	T-Mobile to T-Mobile	--
10/15/19, 1:43 PM	to ATLANTA/GA	(404) 592-0234	1 Min	-	--

1 -- 6 7 8 9 10

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Call details

Filter

Nov 10 - Dec 09, 2019

Total: 1295 minutes

Total charges: \$12.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
11/22/19, 11:11 AM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/23/19, 1:31 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
11/25/19, 1:38 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
11/26/19, 8:06 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/26/19, 8:07 PM	Incoming	(702) 580-6005	1 Min	Call Waiting	--
11/26/19, 9:09 PM	Incoming	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/27/19, 5:33 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
11/27/19, 6:56 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
11/30/19, 3:13 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
12/04/19, 4:23 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	Wi-Fi call	--
12/04/19, 8:44 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	Wi-Fi call	--
12/05/19, 4:17 PM	Incoming	(702) 580-6005	1 Min	Wi-Fi call	--
12/05/19, 4:19 PM	Incoming	(702) 580-6005	1 Min	Wi-Fi call	--
12/05/19, 6:50 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
12/06/19, 12:01 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
12/06/19, 12:02 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
12/07/19, 2:07 PM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
12/08/19, 10:04 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
12/09/19, 10:48 AM	to LAS VEGAS/NV	(702) 580-6005	1 Min	T-Mobile to T-Mobile	--
12/09/19, 10:49 AM	to LAS VEGAS/NV	(702) 580-6005	3 Min	T-Mobile to T-Mobile	--
12/09/19, 6:09 PM	to LAS VEGAS/NV	(702) 580-6005	2 Min	T-Mobile to T-Mobile	--
11/14/19, 10:18 AM	to LAS VEGAS/NV	(702) 580-0343	3 Min	T-Mobile to T-Mobile	--
11/15/19, 5:33 PM	Incoming	(702) 580-0343	1 Min	T-Mobile to T-Mobile	--
11/13/19, 2:04 PM	Incoming	(702) 575-3026	2 Min	T-Mobile to T-Mobile	--
11/10/19, 9:34 AM	to LAS VEGAS/NV	(702) 572-6048	2 Min	-	--
11/10/19, 11:45 AM	Incoming	(702) 572-6048	2 Min	-	--
11/10/19, 12:53 PM	to LAS VEGAS/NV	(702) 572-6048	2 Min	-	--
11/10/19, 1:08 PM	to LAS VEGAS/NV	(702) 572-6048	1 Min	-	--
11/10/19, 1:10 PM	to LAS VEGAS/NV	(702) 572-6048	1 Min	-	--
11/11/19, 12:45 PM	to LAS VEGAS/NV	(702) 572-6048	2 Min	-	--
11/11/19, 2:36 PM	Incoming	(702) 572-6048	1 Min	-	--
11/11/19, 2:56 PM	Incoming	(702) 572-6048	1 Min	-	--
11/12/19, 11:46 AM	Incoming	(702) 572-6048	3 Min	-	--
11/14/19, 2:05 PM	to LAS VEGAS/NV	(702) 572-6048	1 Min	-	--
11/16/19, 1:58 PM	to LAS VEGAS/NV	(702) 566-2573	1 Min	-	--
11/18/19, 11:21 AM	to LAS VEGAS/NV	(702) 566-2573	6 Min	-	--
11/27/19, 12:04 PM	to LAS VEGAS/NV	(702) 565-7555	3 Min	-	--
11/13/19, 2:00 PM	to LAS VEGAS/NV	(702) 551-1503	1 Min	-	--
11/28/19, 1:51 PM	to LAS VEGAS/NV	(702) 547-6500	1 Min	-	--
11/30/19, 4:23 PM	to LAS VEGAS/NV	(702) 530-2129	2 Min	-	--
11/30/19, 4:23 PM	to LAS VEGAS/NV	(702) 530-2129	1 Min	-	--
11/10/19, 9:18 AM	to LAS VEGAS/NV	(702) 505-3224	4 Min	-	--
11/28/19, 2:19 PM	Incoming	(702) 503-1502	3 Min	-	--
12/06/19, 4:44 PM	Incoming	(702) 503-1502	2 Min	-	--
11/23/19, 8:11 AM	Incoming	(702) 492-4612	1 Min	-	--
11/23/19, 8:51 AM	Incoming	(702) 492-4612	1 Min	-	--
11/15/19, 10:59 AM	to LAS VEGAS/NV	(702) 486-4100	2 Min	-	--
11/13/19, 2:21 PM	to LAS VEGAS/NV	(702) 480-2892	2 Min	-	--
11/12/19, 11:52 AM	to LAS VEGAS/NV	(702) 472-8686	4 Min	-	--
11/27/19, 12:16 PM	to LAS VEGAS/NV	(702) 472-8686	1 Min	-	--

1 ... 5 6 7 8 9 ... 12

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Call details

Nov 10 - Dec 09, 2019

No Power Cuts

Filter

Total: 1295 minutes

Total charges: \$12.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
12/02/19, 5:29 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/02/19, 7:57 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/02/19, 8:13 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/02/19, 8:50 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/03/19, 10:27 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/03/19, 10:58 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/03/19, 11:33 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/03/19, 12:38 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/03/19, 1:18 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/03/19, 3:32 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/04/19, 11:07 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/04/19, 1:57 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
12/04/19, 3:42 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
12/05/19, 12:43 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/05/19, 3:12 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/06/19, 11:10 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/08/19, 3:56 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 8:05 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 10:25 AM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
12/09/19, 10:35 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 10:41 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 10:41 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 11:39 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 4:58 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 5:12 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 5:13 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 5:13 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 7:43 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/09/19, 11:05 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/05/19, 12:13 PM	Incoming	(480) 365-2002	12 Min	Call Waiting	--
12/06/19, 12:51 PM	Incoming	(416) 499-9936	1 Min	-	--
12/09/19, 8:58 AM	Incoming	(408) 219-9434	1 Min	-	--
11/25/19, 10:33 PM	to ORLANDO/FL	(407) 641-1324	1 Min	-	--
11/30/19, 8:46 PM	to OPELIKA/AL	(334) 203-9826	2 Min	Conference call	--
12/05/19, 11:57 AM	to LOSANGELES/CA	(323) 987-2333	9 Min	-	--
11/14/19, 3:12 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
11/14/19, 3:13 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
11/15/19, 10:31 AM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
11/15/19, 10:46 AM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
11/15/19, 11:37 AM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
11/15/19, 1:10 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
11/15/19, 7:24 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
12/05/19, 2:30 PM	to LOSANGELES/CA	(323) 333-9371	4 Min	-	--
12/05/19, 10:21 AM	to MIAMI/FL	(305) 534-1666	9 Min	-	--
11/23/19, 6:56 AM	to WAUKEGAN/IL	(224) 656-4498	3 Min	-	--
11/23/19, 7:02 AM	to WAUKEGAN/IL	(224) 656-4498	3 Min	-	--
11/11/19, 4:36 PM	VM Retrieval	(123)	1 Min	Voicemail	--

1 ... 8 9 10 11 12

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Call details

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Dec 10 - Jan 09, 2020

Total: 1058 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
12/26/19, 1:22 PM	Incoming	(702) 503-1502	1 Min	-	--
01/07/20, 8:11 PM	to LAS VEGAS/NV	(702) 503-1502	3 Min	-	--
01/02/20, 1:00 PM	to LAS VEGAS/NV	(702) 499-2083	1 Min	-	--
01/02/20, 1:09 PM	Incoming	(702) 499-2083	1 Min	-	--
01/08/20, 2:48 PM	Incoming	(702) 488-0441	1 Min	Wi-Fi call	--
01/08/20, 10:52 PM	to LAS VEGAS/NV	(702) 488-0441	1 Min	-	--
12/12/19, 12:37 PM	to LAS VEGAS/NV	(702) 486-8617	2 Min	-	--
12/19/19, 9:05 AM	to LAS VEGAS/NV	(702) 486-8617	3 Min	-	--
12/12/19, 2:33 PM	Incoming	(702) 486-4368	5 Min	-	--
12/19/19, 8:55 AM	Incoming	(702) 486-4368	1 Min	-	--
12/20/19, 9:37 AM	Incoming	(702) 486-4368	2 Min	-	--
01/07/20, 2:53 PM	Incoming	(702) 486-4368	2 Min	-	--
12/18/19, 1:54 PM	to LAS VEGAS/NV	(702) 486-4000	1 Min	-	--
12/17/19, 12:55 PM	Incoming	(702) 480-2892	1 Min	-	--
12/18/19, 10:32 AM	Incoming	(702) 480-2892	1 Min	Wi-Fi call	--
12/18/19, 10:38 AM	Incoming	(702) 480-2892	1 Min	-	--
12/18/19, 12:50 PM	Incoming	(702) 480-2892	1 Min	Wi-Fi call	--
12/19/19, 7:12 PM	to LAS VEGAS/NV	(702) 480-1425	4 Min	T-Mobile to T-Mobile	--
12/13/19, 9:42 AM	to LAS VEGAS/NV	(702) 472-8686	2 Min	-	--
12/18/19, 9:23 AM	to LAS VEGAS/NV	(702) 472-8686	1 Min	-	--
01/03/20, 9:54 AM	to LAS VEGAS/NV	(702) 472-8686	2 Min	-	--
01/05/20, 10:29 AM	to LAS VEGAS/NV	(702) 472-8686	2 Min	-	--
01/06/20, 4:13 PM	Incoming	(702) 472-8686	1 Min	-	--
01/06/20, 4:19 PM	Incoming	(702) 472-8686	1 Min	-	--
12/21/19, 1:48 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
12/29/19, 8:15 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
01/08/20, 6:31 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
12/10/19, 8:06 AM	to LAS VEGAS/NV	(702) 458-0092	1 Min	Wi-Fi call	--
12/10/19, 8:07 AM	to LAS VEGAS/NV	(702) 457-8077	1 Min	Wi-Fi call	--
12/10/19, 8:04 AM	to LAS VEGAS/NV	(702) 457-2500	1 Min	Wi-Fi call	--
12/10/19, 8:03 AM	to LAS VEGAS/NV	(702) 457-2000	1 Min	Wi-Fi call	--
01/05/20, 12:04 PM	Incoming	(702) 443-0482	2 Min	Call Waiting	--
01/05/20, 3:11 PM	to LAS VEGAS/NV	(702) 443-0482	1 Min	T-Mobile to T-Mobile	--
01/05/20, 3:18 PM	Incoming	(702) 443-0482	1 Min	T-Mobile to T-Mobile	--
12/27/19, 2:50 PM	to LAS VEGAS/NV	(702) 426-5826	6 Min	T-Mobile to T-Mobile	--
12/27/19, 2:56 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
01/03/20, 6:02 PM	Incoming	(702) 426-5826	4 Min	T-Mobile to T-Mobile	--
01/03/20, 6:06 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
01/03/20, 7:32 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
01/02/20, 2:24 PM	Incoming	(702) 425-2029	8 Min	Wi-Fi call	--
12/27/19, 10:08 PM	to LAS VEGAS/NV	(702) 417-6444	4 Min	-	--
01/03/20, 5:36 PM	to LAS VEGAS/NV	(702) 415-2576	2 Min	-	--
12/19/19, 8:15 PM	to LAS VEGAS/NV	(702) 402-5555	1 Min	-	--
12/10/19, 7:59 AM	to LAS VEGAS/NV	(702) 386-9575	1 Min	Wi-Fi call	--
12/13/19, 8:48 PM	Incoming	(702) 378-0296	2 Min	-	--
12/28/19, 4:29 PM	to LAS VEGAS/NV	(702) 375-0129	1 Min	-	--
12/14/19, 1:54 PM	to MESQUITE/NV	(702) 344-8427	2 Min	T-Mobile to T-Mobile	--
12/15/19, 3:50 PM	to MESQUITE/NV	(702) 344-8427	2 Min	T-Mobile to T-Mobile	--
12/17/19, 1:30 PM	Incoming	(702) 344-8427	2 Min	T-Mobile to T-Mobile	--
12/17/19, 3:19 PM	Incoming	(702) 344-8427	2 Min	T-Mobile to T-Mobile	--

1 -- 5 6 7 8 9 -- 12

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1/2



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Call details

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Dec 30 - Jan 09, 2020

Total: 1068 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
01/09/20, 4:17 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
01/09/20, 4:37 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
01/09/20, 9:13 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
12/25/19, 7:17 AM	to AUSTIN/TX	(512) 270-3540	1 Min	-	--
12/25/19, 7:19 AM	to AUSTIN/TX	(512) 270-3540	1 Min	-	--
12/10/19, 6:52 PM	Incoming	(509) 394-4292	1 Min	-	--
01/05/20, 11:08 AM	to NEWORLEANS/LA	(504) 302-8132	2 Min	-	--
01/05/20, 12:07 PM	to NEWORLEANS/LA	(504) 302-8132	2 Min	-	--
01/05/20, 3:16 PM	to NEWORLEANS/LA	(504) 302-8132	1 Min	-	--
12/30/19, 4:44 PM	to NEWORLEANS/LA	(504) 302-8070	1 Min	-	--
01/03/20, 10:57 AM	to LAFITTE/LA	(504) 233-0755	1 Min	-	--
01/06/20, 7:23 PM	Incoming	(484) 342-5205	1 Min	-	--
01/06/20, 7:24 PM	to CONSHOHCKN/PA	(484) 342-5205	1 Min	-	--
12/12/19, 11:00 AM	Incoming	(480) 365-2002	3 Min	-	--
12/10/19, 1:42 PM	Incoming	(469) 312-7025	1 Min	Wi-Fi call	--
12/03/19, 10:46 AM	to SNFCCENTRL/CA	(415) 640-4864	1 Min	-	--
01/03/20, 9:57 AM	Incoming	(415) 640-4864	2 Min	-	--
01/03/20, 10:03 AM	Incoming	(415) 640-4864	1 Min	Call Waiting	--
01/03/20, 10:13 AM	Incoming	(415) 640-4864	1 Min	-	--
01/07/20, 5:24 PM	Incoming	(360) 719-9692	2 Min	Conference call	--
01/05/20, 10:56 AM	to PHILA/PA	(267) 507-4039	1 Min	-	--

1 ... 8 9 10 11 12

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Call details

*No PHONE calls*  
Jan 10 - Feb 09, 2020

Filter

Total: 1351 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
02/03/20, 12:20 PM	to LAS VEGAS/NV	(702) 486-8617	2 Min	Wi-Fi call	--
01/11/20, 4:22 PM	to LAS VEGAS/NV	(702) 481-0467	1 Min	-	--
01/11/20, 8:43 PM	to LAS VEGAS/NV	(702) 481-0467	1 Min	-	--
01/11/20, 2:07 PM	to LAS VEGAS/NV	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
01/11/20, 3:13 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
01/11/20, 6:31 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
01/11/20, 7:54 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
01/19/20, 10:27 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
01/26/20, 7:41 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
02/01/20, 12:30 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
02/08/20, 5:17 PM	to LAS VEGAS/NV	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
01/22/20, 11:53 AM	to LAS VEGAS/NV	(702) 457-2500	3 Min	-	--
02/05/20, 2:09 PM	to LAS VEGAS/NV	(702) 457-2500	2 Min	Wi-Fi call	--
01/20/20, 5:30 PM	to LAS VEGAS/NV	(702) 435-9200	1 Min	-	--
01/20/20, 5:31 PM	to LAS VEGAS/NV	(702) 435-9200	1 Min	-	--
01/20/20, 6:54 PM	to LAS VEGAS/NV	(702) 435-9200	4 Min	-	--
01/13/20, 11:52 AM	to LAS VEGAS/NV	(702) 426-5826	4 Min	T-Mobile to T-Mobile	--
01/29/20, 1:43 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
01/29/20, 2:17 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
01/31/20, 4:45 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	Wi-Fi call	--
01/31/20, 5:51 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/03/20, 10:13 AM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
01/27/20, 10:07 AM	Incoming	(702) 425-3285	1 Min	-	--
01/27/20, 10:19 AM	to LAS VEGAS/NV	(702) 425-3285	1 Min	-	--
01/11/20, 3:11 PM	to LAS VEGAS/NV	(702) 417-6444	2 Min	-	--
01/18/20, 3:04 PM	to LAS VEGAS/NV	(702) 412-9176	3 Min	-	--
01/18/20, 9:35 PM	to LAS VEGAS/NV	(702) 412-9176	1 Min	-	--
01/18/20, 10:34 PM	to LAS VEGAS/NV	(702) 412-9176	1 Min	-	--
01/21/20, 11:44 AM	to LAS VEGAS/NV	(702) 388-8822	1 Min	-	--
01/23/20, 1:17 PM	to LAS VEGAS/NV	(702) 388-8822	1 Min	-	--
01/25/20, 8:15 PM	to LAS VEGAS/NV	(702) 382-3508	7 Min	-	--
02/06/20, 1:02 PM	to LAS VEGAS/NV	(702) 365-7111	2 Min	Wi-Fi call	--
02/06/20, 4:20 PM	to LAS VEGAS/NV	(702) 365-7111	1 Min	-	--
01/26/20, 9:40 PM	to LAS VEGAS/NV	(702) 343-4349	1 Min	-	--
01/17/20, 4:21 PM	to LAS VEGAS/NV	(702) 339-0679	8 Min	-	--
01/17/20, 4:32 PM	to LAS VEGAS/NV	(702) 339-0679	3 Min	-	--
01/24/20, 6:19 PM	to LAS VEGAS/NV	(702) 320-7777	1 Min	-	--
01/14/20, 7:38 PM	Incoming	(702) 308-5537	3 Min	-	--
01/14/20, 10:47 PM	Incoming	(702) 308-5537	3 Min	-	--
01/17/20, 4:56 AM	Incoming	(702) 308-5537	1 Min	-	--
01/17/20, 4:58 AM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
01/17/20, 5:01 AM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
01/17/20, 6:06 AM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
01/17/20, 6:11 AM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
01/17/20, 4:37 PM	Incoming	(702) 308-5537	2 Min	-	--
01/19/20, 10:10 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
01/19/20, 10:14 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
01/20/20, 7:31 PM	to LAS VEGAS/NV	(702) 308-5537	2 Min	-	--
01/20/20, 9:07 PM	to LAS VEGAS/NV	(702) 308-5537	2 Min	-	--
01/21/20, 10:49 PM	to LAS VEGAS/NV	(702) 308-5537	2 Min	-	--

1 -- 6 7 8 9 10 -- 15

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1/2



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Call details

No Phone Calls

Jan 10 - Feb 09, 2020

Filter

Total: 1351 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
02/05/20, 10:26 AM	to MASSAPEQUA/NY	(516) 494-1001	4 Min	Call Forward	--
02/05/20, 12:07 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Call Forward	--
02/06/20, 10:18 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/06/20, 12:25 PM	to MASSAPEQUA/NY	(516) 494-1001	2 Min	Wi-Fi call	--
02/06/20, 12:37 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/06/20, 5:19 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/06/20, 5:21 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/06/20, 6:57 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/07/20, 9:28 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/07/20, 10:26 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/07/20, 10:59 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/07/20, 1:56 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/07/20, 3:55 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/07/20, 5:21 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/07/20, 5:58 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/07/20, 8:57 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/07/20, 9:53 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/08/20, 10:02 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/08/20, 12:33 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/08/20, 2:00 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
02/09/20, 10:30 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 12:04 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 2:30 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 5:07 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 5:24 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 5:29 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 9:52 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/09/20, 9:53 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
01/28/20, 1:15 AM	to NEWORLEANS/LA	(504) 302-3528	1 Min	-	--
01/27/20, 4:45 PM	to NEWORLEANS/LA	(504) 272-7114	9 Min	Wi-Fi call	--
01/22/20, 12:00 PM	Incoming	(480) 365-2909	5 Min	-	--
01/27/20, 10:22 AM	to STRONGSVL/OH	(440) 732-0555	2 Min	-	--
01/27/20, 10:22 AM	to STRONGSVL/OH	(440) 732-0555	1 Min	-	--
01/27/20, 12:11 PM	Incoming	(440) 732-0555	2 Min	-	--
01/27/20, 12:47 PM	to STRONGSVL/OH	(440) 732-0555	2 Min	-	--
01/27/20, 1:06 PM	to STRONGSVL/OH	(440) 732-0555	2 Min	-	--
01/24/20, 11:45 AM	to LOSANGELES/CA	(323) 749-1001	5 Min	T-Mobile to T-Mobile	--
01/24/20, 1:15 PM	to LOSANGELES/CA	(323) 749-1001	2 Min	T-Mobile to T-Mobile	--
01/24/20, 4:46 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
01/24/20, 4:58 PM	Incoming	(323) 749-1001	3 Min	T-Mobile to T-Mobile	--
01/25/20, 6:11 PM	to LOSANGELES/CA	(323) 749-1001	2 Min	T-Mobile to T-Mobile	--
01/25/20, 6:13 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
01/25/20, 10:14 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
01/27/20, 9:23 AM	Incoming	(323) 749-1001	2 Min	T-Mobile to T-Mobile	--
01/27/20, 5:34 PM	Incoming	(323) 749-1001	1 Min	Wi-Fi call	--
01/27/20, 7:04 PM	to LOSANGELES/CA	(323) 749-1001	2 Min	Wi-Fi call	--
01/27/20, 7:45 PM	Incoming	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
01/29/20, 8:46 AM	Incoming	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
01/29/20, 9:58 AM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
01/29/20, 9:59 AM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--

1 -- 11 12 13 14 15

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Mar 10 - Apr 09, 2020

Total: 834 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
03/24/20, 4:55 PM	to LAS VEGAS/NV	(702) 499-2083	3 Min	-	--
03/24/20, 5:03 PM	Incoming	(702) 499-2083	1 Min	-	--
03/31/20, 10:05 AM	to LAS VEGAS/NV	(702) 499-2083	1 Min	-	--
03/31/20, 10:36 AM	Incoming	(702) 499-2083	1 Min	-	--
03/16/20, 3:11 PM	to LAS VEGAS/NV	(702) 486-4938	2 Min	-	--
03/16/20, 1:28 PM	Incoming	(702) 470-6314	2 Min	T-Mobile to T-Mobile	--
03/22/20, 7:58 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
03/31/20, 12:22 PM	to LAS VEGAS/NV	(702) 449-5378	1 Min	-	--
03/10/20, 9:27 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	Wi-Fi call	--
03/19/20, 12:52 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
03/19/20, 5:20 PM	to LAS VEGAS/NV	(702) 426-5826	4 Min	T-Mobile to T-Mobile	--
03/21/20, 4:42 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
03/22/20, 5:43 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
03/23/20, 9:44 AM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
03/10/20, 6:18 PM	to LAS VEGAS/NV	(702) 416-5180	1 Min	Wi-Fi call	--
03/14/20, 12:23 AM	to LAS VEGAS/NV	(702) 416-5180	2 Min	-	--
03/14/20, 10:16 PM	to LAS VEGAS/NV	(702) 416-5180	2 Min	-	--
03/14/20, 10:49 PM	Incoming	(702) 416-5180	1 Min	-	--
03/14/20, 11:23 PM	to LAS VEGAS/NV	(702) 416-5180	1 Min	-	--
04/03/20, 1:41 PM	to LAS VEGAS/NV	(702) 413-2212	15 Min	T-Mobile to T-Mobile	--
04/03/20, 1:56 PM	to LAS VEGAS/NV	(702) 413-2212	1 Min	T-Mobile to T-Mobile	--
04/06/20, 2:54 PM	to LAS VEGAS/NV	(702) 380-2848	1 Min	-	--
04/05/20, 12:51 PM	Incoming	(702) 378-3785	3 Min	-	--
03/15/20, 3:54 PM	Incoming	(702) 376-5925	1 Min	-	--
03/28/20, 6:47 PM	to LAS VEGAS/NV	(702) 376-5925	1 Min	-	--
03/30/20, 3:43 PM	to LAS VEGAS/NV	(702) 376-5925	2 Min	-	--
04/03/20, 4:06 PM	to LAS VEGAS/NV	(702) 375-5929	6 Min	-	--
03/20/20, 3:29 PM	Incoming	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
03/21/20, 6:36 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
03/21/20, 8:35 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
03/22/20, 3:54 PM	to LAS VEGAS/NV	(702) 358-7146	2 Min	T-Mobile to T-Mobile	--
03/26/20, 2:09 PM	to MESQUITE/NV	(702) 344-3866	1 Min	T-Mobile to T-Mobile	--
04/04/20, 8:25 PM	to LAS VEGAS/NV	(702) 308-5537	2 Min	-	--
04/08/20, 11:38 AM	Incoming	(702) 308-5537	2 Min	-	--
04/08/20, 4:04 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
04/01/20, 3:16 PM	Incoming	(702) 283-7560	1 Min	-	--
03/31/20, 12:39 PM	to LAS VEGAS/NV	(702) 260-4902	1 Min	-	--
03/30/20, 7:49 PM	to LAS VEGAS/NV	(702) 234-9778	2 Min	-	--
04/06/20, 2:21 PM	Incoming	(702) 234-9778	3 Min	-	--
03/20/20, 1:11 PM	to LAS VEGAS/NV	(702) 205-7825	1 Min	T-Mobile to T-Mobile	--
04/06/20, 3:17 PM	to NEW YORK/NY	(646) 362-8726	1 Min	-	--
03/31/20, 10:28 AM	Incoming	(575) 223-5027	1 Min	Call Waiting	--
03/10/20, 11:21 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/10/20, 12:33 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/10/20, 6:23 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/10/20, 7:07 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/11/20, 8:27 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/11/20, 10:26 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/11/20, 10:26 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/11/20, 10:29 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--

1 ... 4 5 6 7 8

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1/2



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Total: 834 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
03/11/20, 11:53 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/11/20, 11:54 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/11/20, 3:28 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/11/20, 3:50 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/11/20, 7:45 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/12/20, 10:48 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/12/20, 11:23 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/12/20, 12:54 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/12/20, 1:03 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/12/20, 4:06 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/13/20, 10:49 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/13/20, 6:25 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/28/20, 10:53 PM	to MIDVALE/UT	(385) 246-4179	1 Min	-	--
03/23/20, 4:36 PM	to CHICAGO/IL	(312) 997-5587	3 Min	Conference call	--
03/16/20, 2:26 PM	to RIDGEWOOD/NJ	(201) 345-7644	2 Min	-	--
03/16/20, 11:34 AM	Incoming		1 Min	-	--

1 ... 4 5 6 7 8

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Feb 10 - Mar 09, 2020

Total: 861 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
03/03/20, 2:33 PM	to LAS VEGAS/NV	(702) 505-3224	1 Min	-	--
02/26/20, 12:24 PM	to LAS VEGAS/NV	(702) 486-8690	2 Min	-	--
02/25/20, 4:09 PM	to LAS VEGAS/NV	(702) 486-4368	26 Min	-	--
03/05/20, 9:04 AM	Incoming	(702) 486-4368	2 Min	-	--
02/17/20, 9:12 AM	Incoming	(702) 479-8467	2 Min	-	--
02/17/20, 9:04 PM	Incoming	(702) 479-8467	1 Min	-	--
02/17/20, 6:42 PM	to LAS VEGAS/NV	(702) 479-8467	1 Min	-	--
02/18/20, 5:57 PM	Incoming	(702) 479-8467	1 Min	-	--
02/13/20, 3:33 PM	to LAS VEGAS/NV	(702) 472-8686	4 Min	-	--
02/17/20, 3:21 PM	to LAS VEGAS/NV	(702) 472-8686	1 Min	-	--
02/17/20, 5:35 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
03/05/20, 3:52 PM	Incoming	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
03/05/20, 6:10 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
03/05/20, 6:23 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
02/10/20, 10:02 AM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/10/20, 10:20 AM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/13/20, 2:19 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/17/20, 2:30 PM	Incoming	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
02/23/20, 11:50 AM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/23/20, 12:31 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/23/20, 2:26 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
02/25/20, 4:08 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
02/28/20, 4:08 PM	Incoming	(702) 426-5826	6 Min	T-Mobile to T-Mobile	--
03/05/20, 2:57 PM	Incoming	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
02/19/20, 10:01 AM	to LAS VEGAS/NV	(702) 425-3285	6 Min	-	--
02/24/20, 7:39 AM	to LAS VEGAS/NV	(702) 425-3285	1 Min	-	--
02/19/20, 2:23 PM	to LAS VEGAS/NV	(702) 376-2574	2 Min	T-Mobile to T-Mobile	--
02/27/20, 4:55 PM	Incoming	(702) 376-2574	4 Min	T-Mobile to T-Mobile	--
02/28/20, 10:21 AM	to LAS VEGAS/NV	(702) 376-2574	1 Min	T-Mobile to T-Mobile	--
02/28/20, 1:06 PM	Incoming	(702) 376-2574	1 Min	T-Mobile to T-Mobile	--
02/15/20, 1:33 PM	Incoming	(702) 364-9595	1 Min	-	--
02/21/20, 1:27 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
02/21/20, 1:59 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
02/21/20, 2:07 PM	Incoming	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
02/22/20, 2:27 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
02/22/20, 2:41 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
02/22/20, 2:43 PM	to LAS VEGAS/NV	(702) 358-7146	2 Min	T-Mobile to T-Mobile	--
02/22/20, 2:43 PM	to LAS VEGAS/NV	(702) 358-7146	1 Min	T-Mobile to T-Mobile	--
02/18/20, 8:19 PM	to MESQUITE/NV	(702) 344-8427	3 Min	T-Mobile to T-Mobile	--
02/18/20, 8:40 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
02/18/20, 9:23 PM	to MESQUITE/NV	(702) 344-8427	2 Min	T-Mobile to T-Mobile	--
02/18/20, 9:25 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
02/18/20, 9:28 PM	Incoming	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
02/19/20, 12:23 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
02/19/20, 12:38 PM	Incoming	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
02/19/20, 1:49 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--



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Feb 10 - Mar 09, 2020

Total: 861 minutes

Total charges: \$0.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
02/28/20, 10:24 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/28/20, 12:38 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/01/20, 3:30 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/01/20, 3:46 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/01/20, 5:03 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/02/20, 9:21 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/02/20, 3:06 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/03/20, 9:04 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/03/20, 9:49 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/03/20, 10:22 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/03/20, 12:59 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/03/20, 5:56 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/05/20, 12:34 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/05/20, 12:34 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/05/20, 12:34 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/06/20, 10:14 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 10:49 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 12:20 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 12:30 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 1:27 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 3:24 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 3:31 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/06/20, 7:56 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/08/20, 6:47 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 9:01 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 11:02 AM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 1:49 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 2:59 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 3:34 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Wi-Fi call	--
03/09/20, 4:38 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 4:38 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 5:02 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 6:08 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
03/09/20, 6:23 PM	to MASSAPEQUA/NY	(516) 494-1001	1 Min	Call Forward	--
02/10/20, 2:55 PM	Incoming	(484) 758-7915	2 Min	T-Mobile to T-Mobile	--
02/11/20, 9:31 PM	Incoming	(480) 278-9077	1 Min	T-Mobile to T-Mobile	--
02/13/20, 8:40 PM	Incoming	(480) 278-9077	1 Min	T-Mobile to T-Mobile	--
02/13/20, 8:59 PM	to PHOENIX/AZ	(480) 278-9077	1 Min	T-Mobile to T-Mobile	--
02/13/20, 8:59 PM	to PHOENIX/AZ	(480) 278-9077	1 Min	T-Mobile to T-Mobile	--
02/13/20, 9:00 PM	Incoming	(480) 278-9077	1 Min	T-Mobile to T-Mobile	--
03/03/20, 8:32 AM	to PHOENIX/AZ	(480) 209-6234	1 Min	-	--
03/03/20, 9:05 AM	to PHOENIX/AZ	(480) 209-6234	1 Min	-	--
03/03/20, 9:07 AM	to PHOENIX/AZ	(480) 209-6234	1 Min	-	--
02/19/20, 2:17 PM	Incoming	(415) 640-4864	1 Min	-	--
03/04/20, 1:36 PM	to QUEENS NYC/NY	(347) 690-7086	1 Min	-	--
02/10/20, 12:36 PM	to LOSANGELES/CA	(323) 749-1001	2 Min	T-Mobile to T-Mobile	--
02/10/20, 6:05 PM	Incoming	(323) 749-1001	2 Min	Wi-Fi call	--
02/11/20, 1:38 PM	Incoming	(323) 749-1001	3 Min	T-Mobile to T-Mobile	--
02/11/20, 1:43 PM	to LOSANGELES/CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--
02/11/20, 4:17 PM	Incoming	(323) 749-1001	1 Min	T-Mobile to T-Mobile	--

1 -- 6 7 8 9 10

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Total: 1005 minutes

Total charges: \$70.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
04/22/20, 3:53 PM	to LAS VEGAS/NV	(702) 501-5500	10 Min	-	--
04/28/20, 5:06 PM	to LAS VEGAS/NV	(702) 485-3000	1 Min	-	--
04/13/20, 3:08 PM	to LAS VEGAS/NV	(702) 480-1425	3 Min	T-Mobile to T-Mobile	--
04/30/20, 10:49 PM	to LAS VEGAS/NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile	--
04/22/20, 12:03 PM	to LAS VEGAS/NV	(702) 457-2500	1 Min	-	--
05/08/20, 8:14 PM	Incoming	(702) 443-3425	1 Min	-	--
04/13/20, 2:10 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
04/13/20, 6:06 PM	to LAS VEGAS/NV	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
04/15/20, 12:49 PM	to LAS VEGAS/NV	(702) 426-5826	7 Min	T-Mobile to T-Mobile	--
04/15/20, 6:27 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
04/24/20, 12:27 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
04/28/20, 3:28 PM	to LAS VEGAS/NV	(702) 426-5826	5 Min	T-Mobile to T-Mobile	--
05/02/20, 7:20 PM	to LAS VEGAS/NV	(702) 426-5826	3 Min	T-Mobile to T-Mobile	--
05/02/20, 7:22 PM	to LAS VEGAS/NV	(702) 426-5826	14 Min	T-Mobile to T-Mobile	--
05/02/20, 7:36 PM	Incoming	(702) 426-5826	1 Min	T-Mobile to T-Mobile	--
05/06/20, 3:59 PM	to LAS VEGAS/NV	(702) 426-5826	2 Min	T-Mobile to T-Mobile	--
05/07/20, 7:33 AM	to LAS VEGAS/NV	(702) 415-2576	2 Min	-	--
05/02/20, 8:38 PM	to LAS VEGAS/NV	(702) 413-2212	7 Min	T-Mobile to T-Mobile	--
04/13/20, 10:57 AM	to LAS VEGAS/NV	(702) 386-1747	1 Min	-	--
04/20/20, 2:42 PM	to LAS VEGAS/NV	(702) 376-5925	1 Min	-	--
05/04/20, 10:20 PM	Incoming	(702) 376-5925	4 Min	-	--
05/06/20, 2:43 PM	to LAS VEGAS/NV	(702) 376-5925	1 Min	-	--
04/23/20, 10:07 PM	to LAS VEGAS/NV	(702) 372-7191	1 Min	-	--
04/23/20, 10:36 PM	to LAS VEGAS/NV	(702) 372-7191	1 Min	-	--
04/23/20, 11:03 PM	to LAS VEGAS/NV	(702) 372-7191	1 Min	-	--
04/23/20, 11:23 PM	to LAS VEGAS/NV	(702) 372-7191	1 Min	-	--
04/23/20, 11:26 PM	to LAS VEGAS/NV	(702) 372-7191	1 Min	-	--
04/24/20, 2:06 AM	Incoming	(702) 372-7191	1 Min	-	--
04/25/20, 3:42 PM	to LAS VEGAS/NV	(702) 372-7191	2 Min	-	--
04/28/20, 5:05 PM	to LAS VEGAS/NV	(702) 364-2700	1 Min	-	--
04/29/20, 12:11 PM	to LAS VEGAS/NV	(702) 364-2700	4 Min	-	--
04/23/20, 2:51 PM	to LAS VEGAS/NV	(702) 348-7509	1 Min	-	--
04/13/20, 5:53 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
04/13/20, 5:59 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
04/13/20, 6:54 PM	to MESQUITE/NV	(702) 344-8427	1 Min	T-Mobile to T-Mobile	--
04/22/20, 2:43 PM	Incoming	(702) 344-8427	5 Min	-	--
05/08/20, 1:27 PM	Incoming	(702) 344-8427	3 Min	-	--
05/03/20, 4:35 PM	to LAS VEGAS/NV	(702) 343-6917	2 Min	-	--
05/03/20, 5:14 PM	Incoming	(702) 343-6917	1 Min	-	--
04/13/20, 2:06 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
04/13/20, 2:06 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
04/13/20, 2:06 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
04/18/20, 7:15 PM	Incoming	(702) 308-5537	3 Min	-	--
04/19/20, 12:10 AM	Incoming	(702) 308-5537	1 Min	-	--
04/19/20, 12:11 AM	Incoming	(702) 308-5537	1 Min	-	--
04/23/20, 7:10 PM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
05/02/20, 3:24 AM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
05/02/20, 3:58 AM	to LAS VEGAS/NV	(702) 308-5537	1 Min	-	--
05/07/20, 3:18 PM	to LAS VEGAS/NV	(702) 270-0017	2 Min	-	--
05/02/20, 9:56 AM	to LAS VEGAS/NV	(702) 266-8049	1 Min	-	--

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6/22/2020

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Call details

NO PHONECALLS  
Apr 30 - May 09, 2020

Filter

Total: 1005 minutes

Total charges: \$70.00

Date & Time (Pacific)	Destination	Number	Min	Type	Charge
05/06/20, 11:35 AM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/06/20, 11:39 AM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/06/20, 11:49 AM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/06/20, 12:22 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/06/20, 12:24 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/06/20, 3:59 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/06/20, 5:26 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/07/20, 9:00 AM	to KYLE/SD	(605) 781-0260	2 Min	Call Forward	--
05/07/20, 11:52 AM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/07/20, 11:54 AM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/07/20, 12:10 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/07/20, 12:42 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/07/20, 4:52 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/07/20, 5:48 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/08/20, 2:21 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/08/20, 4:56 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/08/20, 5:42 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/08/20, 7:20 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/08/20, 7:24 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/08/20, 7:43 PM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
05/09/20, 10:45 AM	to KYLE/SD	(605) 781-0260	1 Min	Call Forward	--
04/20/20, 7:00 PM	to VANCOUVER/BC	(604) 341-1280	70 Min	-	\$70.00
04/24/20, 4:39 PM	to PHOENIX/AZ	(602) 615-6615	1 Min	-	--
04/17/20, 10:28 AM	Incoming	(253) 863-2205	2 Min	-	--
04/29/20, 11:53 PM	to CHESHIRE/CT	(203) 872-5774	1 Min	-	--

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Call details

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Jun 10 - Current

Total: 450 minutes

Date & Time (Pacific)	Destination	Number	Min	Type
06/18/2020,01:21 PM	LAS VEGAS, NV	(702) 503-1502	4 Min	--
06/18/2020,05:57 PM	LAS VEGAS, NV	(702) 503-1502	2 Min	--
06/18/2020,10:31 PM	LAS VEGAS, NV	(702) 503-1502	2 Min	--
06/19/2020,05:14 PM	LAS VEGAS, NV	(702) 503-1502	3 Min	--
06/19/2020,05:49 PM	INCOMING	(702) 503-1502	1 Min	--
06/19/2020,06:00 PM	INCOMING	(702) 503-1502	1 Min	--
06/10/2020,11:34 AM	INCOMING	(702) 481-9900	7 Min	T-Mobile to T-Mobile
06/09/2020,11:36 PM	INCOMING	(702) 481-4538	1 Min	--
06/10/2020,07:16 AM	LAS VEGAS, NV	(702) 481-4538	1 Min	--
06/13/2020,02:56 PM	INCOMING	(702) 481-4538	1 Min	--
06/18/2020,08:14 PM	INCOMING	(702) 480-1425	1 Min	T-Mobile to T-Mobile
06/18/2020,08:21 PM	INCOMING	(702) 480-1425	2 Min	T-Mobile to T-Mobile
06/18/2020,08:41 PM	LAS VEGAS, NV	(702) 480-1425	1 Min	T-Mobile to T-Mobile
06/18/2020,08:43 PM	INCOMING	(702) 480-1425	1 Min	T-Mobile to T-Mobile
06/18/2020,10:32 PM	INCOMING	(702) 480-1425	2 Min	T-Mobile to T-Mobile
06/15/2020,04:20 PM	LAS VEGAS, NV	(702) 472-8686	1 Min	--
06/10/2020,11:02 PM	LAS VEGAS, NV	(702) 470-6314	1 Min	T-Mobile to T-Mobile
06/17/2020,04:01 PM	LAS VEGAS, NV	(702) 455-7188	1 Min	Wi-Fi call
06/17/2020,04:01 PM	LAS VEGAS, NV	(702) 455-7188	1 Min	Wi-Fi call
06/17/2020,04:02 PM	LAS VEGAS, NV	(702) 455-7188	12 Min	Wi-Fi call
06/17/2020,04:44 PM	INCOMING	(702) 455-7188	2 Min	Wi-Fi call
06/17/2020,04:52 PM	INCOMING	(702) 455-7188	4 Min	Wi-Fi call
06/16/2020,03:31 PM	LAS VEGAS, NV	(702) 385-3504	2 Min	--
06/13/2020,07:57 AM	LAS VEGAS, NV	(702) 308-5537	1 Min	Wi-Fi call
06/14/2020,11:52 AM	LAS VEGAS, NV	(702) 308-5537	1 Min	--
06/14/2020,03:35 PM	INCOMING	(702) 308-5537	1 Min	Wi-Fi call
06/14/2020,04:13 PM	INCOMING	(702) 308-5537	1 Min	Wi-Fi call
06/14/2020,08:28 PM	LAS VEGAS, NV	(702) 308-5537	3 Min	--
06/18/2020,06:46 PM	LAS VEGAS, NV	(702) 308-5537	2 Min	--
06/13/2020,08:36 AM	LAS VEGAS, NV	(702) 306-0680	2 Min	T-Mobile to T-Mobile
06/10/2020,07:04 PM	LAS VEGAS, NV	(702) 275-4595	4 Min	--
06/12/2020,10:14 AM	LAS VEGAS, NV	(702) 275-4595	1 Min	--
06/12/2020,10:15 AM	INCOMING	(702) 275-4595	2 Min	--
06/12/2020,07:10 PM	INCOMING	(702) 275-4595	1 Min	--
06/13/2020,10:27 AM	INCOMING	(702) 275-4595	7 Min	--
06/10/2020,12:31 PM	INCOMING	(702) 232-3855	1 Min	--
06/13/2020,03:27 PM	LAS VEGAS, NV	(702) 232-3855	1 Min	--
06/15/2020,09:41 AM	LAS VEGAS, NV	(702) 205-3358	2 Min	--
06/18/2020,04:10 PM	LAS VEGAS, NV	(702) 205-3358	1 Min	--
06/09/2020,09:16 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,08:29 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,09:27 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,09:30 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,10:06 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,10:56 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,11:20 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,11:24 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,12:39 PM	PINE RIDGE, SD	(605) 615-0718	3 Min	Call Forward
06/10/2020,02:11 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Wi-Fi call
06/10/2020,04:09 PM	PINE RIDGE, SD	(605) 615-0718	2 Min	Call Forward

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Jun 10 - Current

No PHONE CALLS

Total: 450 minutes

Date & Time (Pacific)	Destination	Number	Min	Type
06/17/2020,07:19 PM	PINE RIDGE, SD	(605) 615-0718	2 Min	Wi-Fi call
06/18/2020,09:44 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/18/2020,09:44 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/18/2020,11:40 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/18/2020,12:07 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/18/2020,12:50 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/18/2020,06:45 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/18/2020,07:43 PM	PINE RIDGE, SD	(605) 615-0718	6 Min	Call Forward
06/18/2020,08:20 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/19/2020,12:36 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/19/2020,12:48 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/19/2020,01:12 PM	PINE RIDGE, SD	(605) 615-0718	2 Min	Call Forward
06/19/2020,01:47 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/20/2020,03:13 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/20/2020,03:23 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/21/2020,03:39 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/21/2020,03:51 AM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/21/2020,12:18 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/21/2020,12:28 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Wi-Fi call
06/21/2020,01:55 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Wi-Fi call
06/21/2020,09:04 PM	PINE RIDGE, SD	(605) 615-0718	1 Min	Call Forward
06/10/2020,12:08 AM	NEWORLEANS, LA	(504) 272-7048	1 Min	--
06/10/2020,07:16 AM	NEWORLEANS, LA	(504) 272-7048	1 Min	--
06/10/2020,12:25 PM	NEWORLEANS, LA	(504) 272-7048	1 Min	--
06/10/2020,12:26 PM	NEWORLEANS, LA	(504) 272-7048	1 Min	--
06/13/2020,02:45 PM	NEWORLEANS, LA	(504) 272-7048	2 Min	--
06/13/2020,03:02 PM	NEWORLEANS, LA	(504) 272-7048	1 Min	--
06/13/2020,03:17 PM	NEWORLEANS, LA	(504) 272-7048	2 Min	--
06/13/2020,03:20 PM	NEWORLEANS, LA	(504) 272-7048	1 Min	--
06/10/2020,06:47 AM	BEVERLYHLS, CA	(424) 202-4896	4 Min	--
06/10/2020,06:53 AM	BEVERLYHLS, CA	(424) 202-4896	1 Min	--
06/10/2020,11:16 AM	BEVERLYHLS, CA	(424) 202-4896	1 Min	--
06/13/2020,07:39 AM	BEVERLYHLS, CA	(424) 202-4896	2 Min	Wi-Fi call
06/13/2020,09:26 AM	BEVERLYHLS, CA	(424) 202-4896	2 Min	--
06/13/2020,10:20 AM	BEVERLYHLS, CA	(424) 202-4896	2 Min	--
06/13/2020,11:30 AM	BEVERLYHLS, CA	(424) 202-4896	2 Min	--
06/14/2020,10:50 PM	BEVERLYHLS, CA	(424) 202-4896	1 Min	Wi-Fi call
06/14/2020,11:23 PM	INCOMING	(424) 202-4896	6 Min	--
06/15/2020,04:32 PM	BEVERLYHLS, CA	(424) 202-4896	3 Min	--
06/19/2020,01:25 PM	LOSANGELES, CA	(323) 749-1001	3 Min	T-Mobile to T-Mobile
06/19/2020,03:04 PM	LOSANGELES, CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile
06/19/2020,03:07 PM	LOSANGELES, CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile
06/19/2020,03:12 PM	LOSANGELES, CA	(323) 749-1001	1 Min	T-Mobile to T-Mobile
06/19/2020,03:13 PM	INCOMING	(323) 749-1001	1 Min	T-Mobile to T-Mobile
06/10/2020,07:08 AM	DETROIT, MI	(313) 438-8237	1 Min	--
06/09/2020,08:08 PM	WLOSANGELS, CA	(310) 208-9005	1 Min	--
06/13/2020,09:22 AM	WLOSANGELS, CA	(310) 208-9005	3 Min	--
06/13/2020,04:41 PM	WLOSANGELS, CA	(310) 208-9005	3 Min	--
06/17/2020,08:23 PM	WLOSANGELS, CA	(310) 208-9005	3 Min	--
06/18/2020,11:50 AM	VM Retrieval	(123)	1 Min	Voicemail

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**MOT**

**TODD M. LEVENTHAL, ESQ.**

Nevada Bar No: 008543

California Bar No: 223577

**LEVENTHAL & ASSOCIATES, PLLC.**

626 S. Third St.

Las Vegas, Nevada 89101

leventhalandassociates@gmail.com

(702) 472-8686 – office

*Attorney for Defendant*

**FILED**

2020 JUN 17 P 1:20

JUSTICE COURT  
LAS VEGAS, NEVADA  
BY                       
DEPUTY

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA**

THE STATE OF NEVADA,

Case No: 19F10566X

Plaintiff,

Dept. No.: JC Department 2

vs.

ZAN MITROV,

Defendant.

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD**

COMES NOW, TODD M. LEVENTHAL, ESQ., and moves this Honorable Court for its order authorizing him to withdraw as attorney of record for Defendant, Zan Mitrov.

This Motion is made and based upon the pleadings on file herein and the affidavit of counsel attached hereto.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**

LEVENTHAL & ASSOCIATES, PLLC.

Nevada Bar No: 8543

626 S. Third Street

Las Vegas, Nevada 89101

**NOTICE OF MOTION**

TO: ZAN MITROV: 10691 Allegrini Dr., Las Vegas, NV 89141  
TO: CLARK COUNTY DISTRICT ATTORNEY

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring on the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD on for hearing the 22 day of JUN, 2020, at the hour of 8A.m. of said day in Department 2 of the above-entitled Court or as soon thereafter as counsel may be heard.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**

LEVENTHAL & ASSOCIATES, PLLC.

Nevada Bar No: 8543

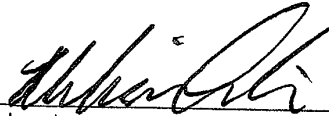
626 S. Third Street

Las Vegas, Nevada 89101

*Attorney for Defendant*

**RECEIPT OF COPY**

RECEIPT OF COPY of the MOTION TO WITHDRAW AS ATTORNEY OF RECORD is hereby acknowledged this 17 day of June, 2020.

  
District Attorney  
200 Lewis Avenue  
Las Vegas, NV 89101

**POINTS AND AUTHORITIES**

Supreme Court Rule 166, in combination with SCR 48 and EDCR 7.40, govern the standard for withdrawals of attorneys from representation of a client in a legal matter. It states, in pertinent part:

2. Except as stated in subsection 3, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(a) The client persist in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(b) The client has used the lawyer's services to perpetrate a crime or fraud;

(c) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

(d) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.

(e) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(f) Other good cause for withdrawal exists.

(g) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interest of the client, or if:

The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonable difficult by the client; or other good cause of withdrawal exists.

Accordingly, Todd M. Leventhal, Esq., requests to withdraw as counsel of record for ZAN MITROV, Defendant, for reasons stated on his Affidavit of Counsel attached hereto.



1 Therefore, TODD M. LEVENTHAL, ESQ. from Leventhal and Associates,  
2 PLLC., requests this Honorable Court grant and Order to Todd M. Leventhal, Esq.  
3 allowing him to withdraw as the attorney of record for ZAN MITROV, Defendant.  
4

5  
6 DATED this 17<sup>th</sup> day of June, 2020.  
7

8 /s/ Todd M. Leventhal  
9 **TODD M. LEVENTHAL, ESQ.**  
10 **LEVENTHAL & ASSOCIATES, PLLC.**  
11 Nevada Bar No: 8543  
12 626 S. Third Street  
13 Las Vegas, Nevada 89101  
14 *Attorney for Defendant*  
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**AFFIDAVIT OF TODD M. LEVENTHAL, ESQ.**

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

TODD M. LEVENTHAL, ESQ., being first duly sworn upon oath, deposes and says:

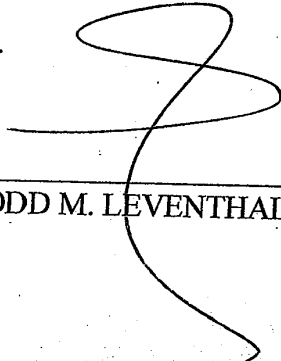
1. Your affiant is an attorney duly licensed to practice law in the State of Nevada;
2. That your affiant makes this Affidavit in support of this Motion to Withdraw as Attorney of Record;
3. That Since filing an appearance on behalf of Defendant, It has become clear that there has been a breakdown in communication between Counsel and Defendant, ZAN MITROV and the relationship has been damaged beyond repair. The situation has deteriorated to the point that it is essential that Mr. Mitrov retain new counsel as there is lack of communication between Client and Counsel and the attorney-client relationship has completely broken down. The instant matter is set for Status Check on Requirements on July 28, 2020 at 8:00 a.m. Counsel Requests to withdraw before the court date.
4. Further, Zan Mitrov didn't fulfill his financial agreement with Leventhal and Associates and the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or other good cause of withdrawal exists.
5. That the affiant is no longer able to continue with the case, therefore, your affiant requests that said attorney withdraw as attorney of record for the aforementioned Defendant.
6. That your affiant believes that it would be in the best interest of all parties concerned if he were permitted to withdraw as attorney of record for the Defendant, aforementioned;

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7. That pursuant to E.D.C.R. 7.40, a copy of this application will be served upon the Defendant, by certified mail at the following address:

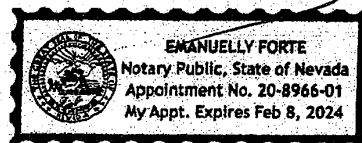
**ZAN MITROV**  
**10691 Allegrini Dr.**  
**Las Vegas, NV 89141**

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
TODD M. LEVENTHAL, ESQ

SUBSCRIBED and SWORN to before me  
This 17th day of June, 2020.

  
NOTARY PUBLIC in and for said  
County and State.





**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of June, 2020 a true and correct copy of the  
**MOTION TO WITHDRAW AS ATTORNEY OF RECORD** was addressed to the  
parties below, to be served as follows:

☒ By placing a true and correct copy of the same to be deposited for mailing in the  
U.S. Mail, enclosed in a sealed envelope upon which Certified mail

☐ via facsimile; and/or CC e-mail

☐ by hand delivery to the parties listed below; and/or

☐ By electronic service via ODYSSEY eFileNV through the District Court.

**Zan Mitrov**  
10691 Allegrini Dr.  
Las Vegas, NV 89141  
*Defendant*

/s/ Emma Forte

An Employee of TODD M. LEVENTHAL, ESQ.  
LEVENTHAL AND ASSOCIATES, PLLC.

**MOT**  
**TODD M. LEVENTHAL, ESQ.**  
Nevada Bar No: 008543  
California Bar No: 223577  
**LEVENTHAL & ASSOCIATES, PLLC.**  
626 S. Third St.  
Las Vegas, Nevada 89101  
leventhalandassociates@gmail.com  
(702) 472-8686 – office  
*Attorney for Defendant*

**FILED**  
2020 JUN 17 P 1:22  
GMH  
JUSTICE COURT  
LAS VEGAS NEVADA  
BY \_\_\_\_\_  
DEPUTY

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA**

THE STATE OF NEVADA,

Case No: 20F07538X

Plaintiff,

Dept. No.: JC Department 13

vs.

ZAN MITROV,

Defendant.

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD**

COMES NOW, TODD M. LEVENTHAL, ESQ., and moves this Honorable Court  
for its order authorizing him to withdraw as attorney of record for Defendant, Zan  
Mitrov.

This Motion is made and based upon the pleadings on file herein and the affidavit  
of counsel attached hereto.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**  
**LEVENTHAL & ASSOCIATES, PLLC.**  
Nevada Bar No: 8543  
626 S. Third Street  
Las Vegas, Nevada 89101

**NOTICE OF MOTION**

TO: ZAN MITROV: 10691 Allegrini Dr., Las Vegas, NV 89141  
TO: CLARK COUNTY DISTRICT ATTORNEY

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring on the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD on for hearing the 22 day of JUN, 2020, at the hour of 8:00 A.m. of said day in Department 13 of the above-entitled Court or as soon thereafter as counsel may be heard.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**  
LEVENTHAL & ASSOCIATES, PLLC.  
Nevada Bar No: 8543  
626 S. Third Street  
Las Vegas, Nevada 89101  
*Attorney for Defendant*

**RECEIPT OF COPY**

RECEIPT OF COPY of the MOTION TO WITHDRAW AS ATTORNEY OF RECORD is hereby acknowledged this 17 day of June, 2020.



District Attorney  
200 Lewis Avenue  
Las Vegas, NV 89101



**POINTS AND AUTHORITIES**

Supreme Court Rule 166, in combination with SCR 48 and EDCR 7.40, govern the standard for withdrawals of attorneys from representation of a client in a legal matter.

It states, in pertinent part:

2. Except as stated in subsection 3, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(a) The client persist in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(b) The client has used the lawyer's services to perpetrate a crime or fraud;

(c) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

(d) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.

(e) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(f) Other good cause for withdrawal exists.

(g) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interest of the client, or if:

The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonable difficult by the client; or other good cause of withdrawal exists.

Accordingly, Todd M. Leventhal, Esq., requests to withdraw as counsel of record for ZAN MITROV, Defendant, for reasons stated on his Affidavit of Counsel attached hereto.

1 Therefore, TODD M. LEVENTHAL, ESQ. from Leventhal and Associates,  
2 PLLC., requests this Honorable Court grant and Order to Todd M. Leventhal, Esq.  
3 allowing him to withdraw as the attorney of record for ZAN MITROV, Defendant.  
4

5  
6 DATED this 17<sup>th</sup> day of June, 2020.  
7

8 /s/ Todd M. Leventhal  
9 **TODD M. LEVENTHAL, ESQ.**  
10 **LEVENTHAL & ASSOCIATES, PLLC.**  
11 Nevada Bar No: 8543  
12 626 S. Third Street  
13 Las Vegas, Nevada 89101  
14 *Attorney for Defendant*  
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**AFFIDAVIT OF TODD M. LEVENTHAL, ESQ.**

STATE OF NEVADA        )  
COUNTY OF CLARK        ) ss:

TODD M. LEVENTHAL, ESQ., being first duly sworn upon oath, deposes and says:

1. Your affiant is an attorney duly licensed to practice law in the State of Nevada;
2. That your affiant makes this Affidavit in support of this Motion to Withdraw as Attorney of Record;
3. That Since filing an appearance on behalf of Defendant, It has become clear that there has been a breakdown in communication between Counsel and Defendant, ZAN MITROV and the relationship has been damaged beyond repair. The situation has deteriorated to the point that it is essential that Mr. Mitrov retain new counsel as there is lack of communication between Client and Counsel and the attorney-client relationship has completely broken down. The instant matter is set for Initial Appearance on August 3, 2020 at 7:30 a.m. Counsel Requests to withdraw before the court date.
4. Further, Zan Mitrov didn't fulfill his financial agreement with Leventhal and Associates and the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or other good cause of withdrawal exists.
5. That the affiant is no longer able to continue with the case, therefore, your affiant requests that said attorney withdraw as attorney of record for the aforementioned Defendant.
6. That your affiant believes that it would be in the best interest of all parties concerned if he were permitted to withdraw as attorney of record for the Defendant, aforementioned;



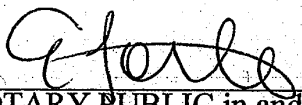
1  
2 7. That pursuant to E.D.C.R. 7.40, a copy of this application will be served upon the  
3 Defendant, by certified mail at the following address:

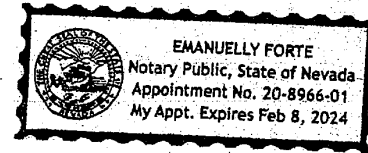
4 **ZAN MITROV**  
5 **10691 Allegrini Dr.**  
6 **Las Vegas, NV 89141**

7 FURTHER YOUR AFFIANT SAYETH NAUGHT.

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TODD M. LEVENTHAL, ESQ

SUBSCRIBED and SWORN to before me  
This 17th day of June, 2020.

  
NOTARY PUBLIC in and for said  
County and State.



**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of June, 2020 a true and correct copy of the **MOTION TO WITHDRAW AS ATTORNEY OF RECORD** was addressed to the parties below, to be served as follows:

☒ By placing a true and correct copy of the same to be deposited for mailing in the U.S. Mail, enclosed in a sealed envelope upon which Certified mail

☐ via facsimile; and/or CC e-mail

☐ by hand delivery to the parties listed below; and/or

☐ By electronic service via ODYSSEY eFileNV through the District Court.

**Zan Mitrov**  
10691 Allegrini Dr.  
Las Vegas, NV 89141  
*Defendant*

/s/ Emma Forte

An Employee of TODD M. LEVENTHAL, ESQ.  
LEVENTHAL AND ASSOCIATES, PLLC.

7:04



T

Todd Lawer Cell >

Message  
Mon, Jul 22, 10:22 AM

Morning Todd, do I have to be in court tomorrow with you?

Mon, Jul 22, 12:28 PM

Is this Jonny ?

Yes it's me. V called me and said to meet you at court. I have payment for you. I can bring it now or tomorrow when I see you

Ok. See you tomorrow

Tue, Jul 23, 7:49 AM

Good morning I am by 8a and 8b

Not Delivered

Good morning I am by 8a and 8b

On my way!

Tue, Jul 23, 9:12 AM

Bring car to office brother

Tue, Jul 23, 10:15 AM

Call me

I am





7:04



Todd Lower Cell

I am

I just got home

What time you coming back  
brother?

I am at your office

Wya

Lunch brother. Back in 20. Hang  
out

I'm here

I'm here

Where

Sun, Aug 25, 7:58 PM

Good evening Todd, do I have to  
show up at court on Tuesday?

Mon, Aug 26, 4:33 PM

Yes bother

Tue, Oct 15, 4:40 PM

There is a beautiful restaurant  
Bulgarian on Trop and Jones let me  
buy you lunch there



7:04



Todd Lawer Cell >

There is a beautiful restaurant  
Bulgarian on Trop and Jones let me  
buy you lunch there

Wed, Oct 23, 8:16 AM

GM Todd

What up. ?

Waiting for elevator to get up to  
court room

Sat, Nov 16, 11:48 AM

Todd let's meet up today.  
Something is not right believe me.

Sun, Nov 17, 7:30 PM

I'll be at the office then. After 12  
right?

No around 11 brother.

I would love to. This week.

Alright I'll line up something this  
week

Thu, Nov 28, 1:46 PM

Wish you a blessed Thanksgiving  
Brother!!!



7:04



T

Todd Lawer Cell

You too brother

Tue, Dec 3, 8:27 AM

GM Brother I'm waiting for you  
outside of courtroom 8A

Sent as Text Message

GM Brother I'm waiting for you  
outside of courtroom 8A

Tue, Dec 3, 11:08 PM

?? When ?

This weekend I am going to  
Universal studio in LA. It's my son's  
9th birthday. After that any day is  
good for me.

Fri, Dec 13, 10:16 AM

Call me

GM Brother, I just finished at the  
DMV. I am heading your way  
actually to the court to get stamped  
copy of the closed case. Shall I  
come and see you?

Fri, Dec 13, 11:52 AM

I stopped at your office. Seyday  
schedule me for Monday at 1500





7:04



Todd Lawer Cell

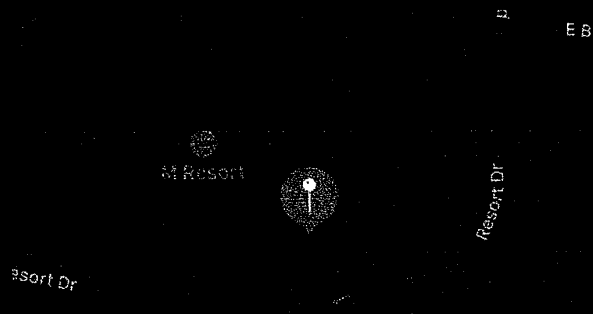
Fri, Dec 13, 3:34 PM

See you then

Wed, Dec 18, 2:39 PM

You tell me brother

Fri, Jan 3, 10:01 AM



My Location

Mon, Jan 6, 2:41 PM

Brother do I have to be in court tomorrow

Read

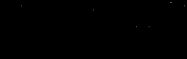
Mon, Jan 6, 5:20 PM

No. I got you.

Wed, Jan 15, 2:22 PM

Brother. You bringing the car ?

I am in California till Sunday next



7:04



T

Todd Lawer Cell

week I will do it

Wed, Jan 16, 5:31 PM

AWesome. Ty

Wed, Jan 22, 10:49 AM

Good morning Mr. Todd,  
I didn't forget you for the Maserati I  
am waiting for a part I should have it  
tomorrow and bring it to you

Wed, Jan 22, 12:34 PM

AWesome. Ty brother

Wed, Jan 29, 10:33 AM

GM brother, where shall I bro g the  
car. I have therapy until 3 pm. After  
that I can drive to you.

Cool. Office brother. Ty

Wed, Jan 29, 3:30 PM

What time brother.

I'm leaving my office now

30-40 min

Is it ok



7:04



Todd Lawer Cell

Tue, Feb 11, 1:31 PM

Still good for 2 pm at your office? I'll leave my office now

Yes sir. Ty.

Can I leave you the envelope with your secretary? I have to pick up kids from school.

Mon, Feb 17, 9:01 AM

Good morning. When coming in today ?

Good Morning. Your secretary schedule it for tomorrow, but I can come today. When is a good time for you?

I'm around today

Ok I'll call you when on my way

Mon, Feb 17, 1:40 PM

I'll be in at 330. Will it work for you?

Mon, Feb 17, 3:23 PM

I am leaving my office now am I OK to come. Let me know what up





7:04



T

Todd Lawer Cell

I am getting it clean and shiny for you



Cool brother. Tried calling. You around tomorrow?

I'll come tomorrow afternoon

Perfect. Thank you.



It's a piece of shit but looks good lol



7:04



T

Todd Lawer Cell >

It's a piece of shit but looks good lol

Tue, Feb 19, 3:22 PM

Car will be at your office at 415

Wed, Feb 19, 12:53 PM

Brother is the office closed today. I am here but doors locked.

Wed, Feb 19, 2:18 PM

Was it by mistake the call?

Fri, Feb 21, 10:36 AM

Brother, what time to bring title and pick up Viper?

Fri, Feb 21, 1:31 PM

Todd I am handicap

Thu, Feb 27, 2:49 PM

Brother. You bringing the Viper?

Tue, Mar 3, 4:25 PM

My Brother from another Mother!!!!!!

Wed, Mar 4, 4:59 PM

Brother I need someone to bring me Viper to my office I have no car I'm

7:04



T

Todd Lawer Cell

Brother I need someone to bring me Viper to my office I have no car I'm using Lyft. I don't like it to many crazy drivers.  
Thank you

Brother it's no problem. I don't want Maserati but I need money.

I got you are you tomorrow in the office?

Around 10 am brother.

Ok I'll be there I'll take Viper first and will see next week for Maserati.

Thu, Mar 5 9:00 AM

Good Morning I'll be at the office  
130-1045

Wed, Mar 11, 9:58 AM

GM how is your dad brother?

Wed, Mar 11, 2:18 PM

Better brother. Thank you. You good?

Tue, May 19, 1:01 PM

Brother. Good morning. I need you





7:04



Todd Lower Cell

Brother. Good morning. I need you to bring in money ASAP. Victim not happy.

Ok Brother. Let's meet after 5 please I am dealing with my kids graduation until 4. I can meet you anywhere.

Thu, May 21, 9:48 AM

Hey brother I'll be at office in 30 min meet me Today is last day. He wants it by tomorrow Friday and I'm taking off. Thank you

I got you brother. I'll let you know when on my way.

Brother I will need to pick up Viper today. Is it to much to ask to have it at the office today? Thank you

Thu, May 21, 2:25 PM

I'll be at your office by 330

Here

Can I call you later?

I'll be back in 20 min

Ok I'll be close by here



7:04



Todd Lawer Cell

Ok I'll be close by here

On my way! 10 min

Kk

Here

Me 2

Wed, May 27, 10:48 AM

Good Morning Brother. When can I pick up Viper.

Wed, May 27, 2:08 PM

JULY 18<sup>TH</sup> — \$500 TO V  
JULY 23<sup>RD</sup> — \$3000 TODD AT COURT  
~~SEP 3<sup>RD</sup>~~  
SEP 3<sup>RD</sup> — \$2000 TODD AT COURT  
NOV 12<sup>TH</sup> — \$1000 TODD AT OFFICE  
DEC 2<sup>ND</sup> — \$2500 TODD AT COURT  
JAN 9<sup>TH</sup> — \$1000 TODD BY ARTISAN  
FEB 11<sup>TH</sup> — \$1500 TODD AT OFFICE  
MARCH 5<sup>TH</sup> — \$700 TODD IN CAR ON THE WAY TO WORK  
MAY 21<sup>ST</sup> — \$3000.00 C. HERE AT OFFICE

---

\$16900.00

FIRST 2 CASES \$5000.00 + \$500.00  
DUI \$1500.00

---

\$6500.00

VICTIM - 6.8

---

16900  
6500  
2400.00  
TOTAL VICTIM

7:04



Todd Lawer Cell >

Thu, May 26, 8:25 PM

??? Wut up?

Fri, May 29, 9:18 PM

Brother I am at your office. Can you open

Fri, Jun 2, 2:55 PM

Todd I need the Viper... Today.

Wife not happy..... I have trouble at home.....



My daughter is saying daddy you are not telling me the truth you sold the Viper.... Common brother

Sat, Jun 6, 1:43 PM





7:04



Todd Lawer Cell >

I have no car

Sat, Jun 13, 5:59 PM

Brother from another mother I got a treatment like I put curse on you. Lol I am arguing with my wife.

Text Message

Mon, Jun 15, 4:22 PM

I am at your office are you in today

iMessage

Yesterday 1:11 PM

Brother, how much \$\$\$ you think I owe by your numbers. I send you a list of how much I gave so far. Give me a number and I'll have it for you tomorrow or today if you have time to meet. Did the agents call you I have them your number to call you and talk to you if they have any questions. I need my car it's been a year that you have it. Thank you for understanding and apologies if I did something wrong.

Yesterday 3:36 PM

I got something in the mail from your office. Do I have to show in court 6/22

Delivered





Rental Record# 541228730

ZAN MITROV

Gold Plus Rewards

Vehicle: 2020 ESCALADE

Lot: \*\*\* Space:

\*\*\*

License: NV 074M15

Rental Rate\*

3@ \$	581.86	per wk	T \$	1745.58
4@ \$	83.21	ex day	T \$	332.84

\*Includes Unlimited Miles

## Additional Products

Loss Dmg Wvr Accepted @ \$ 89.99 per day \$ 2249.75

LIS Accepted @ \$ 18.85 per day \$ 471.25

PAI/PEC Accepted @ \$ 6.95 per day \$ 173.75

Frequent Flyer Surcharge \$ .00

Fuel Purchase Option Accepted \$ 74.31

You pre-purchased a full tank and may return at any fuel level.

## Service Charges/Taxes

CUSTOMER FACILITY CHARGE 100.00

VEHICLE LICENSE COST RECOVERY \$ 54.00

Tax 20.375 % On Est. Taxable Ttl \$ 2078.42 \$ 423.48

## ADJUSTMENTS

TOTAL ESTIMATED CHARGE \$ 5624.96

Credit Card Authorization Amount \$ 5825 .00

Rented by The Hertz Corporation

Vehicle: 01197 / 5057542 LocNum: NVLAS11 / 0117011

Miles Out: 2815 Plan: RCUW8 Class: P6

Rental Location: LAS VEGAS-MCCARRAN AP

Rental Time: 06 / 05 / 20 at 959 PM

Return Location: LAS VEGAS-MCCARRAN AP

Return Time: 06 / 30 / 20 at 900 PM

Rental Extensions/Changes 1-800-654-4174

Emergency Road Service 1-800-654-5060

For Explanation of Charges: WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as \*\*\*\* will be calculated at return.

Taxable charges are preceded by a "T".

541228730

PG 1 OF 7 #

ROA Page 0863



Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: YOU AGREE TO ACCEPT FUEL  
PURCHASE OPTION (FPO) AT \$ 74.31 PER RENTAL; NO CREDIT  
FOR FUEL IN CAR AT RETURN.  
YOU AGREE TO OPTIONAL SERVICES OF:  
PREM RD SVC DECLINED  
OTHER FEES AND ASSESSMENTS:  
CUSTOMER FACILITY CHARGE \$4.00 PER DAY  
VEHICLE LICENSE COST RECOVERY 2.56 PER DAY  
TAX RATE - 20.375 % APPLIES TO ALL CHARGES MARKED T  
TAX RATE INCLUDES 10.000% GOV. SERVICES FEE  
No "Additional Authorized Operators" Without Our Prior Written Approval.

CDP 1392782 - You Represent That You Are Specifically Authorized  
to Receive The Benefits Extended To Employees/Members Of  
HERTZ MEMBER PROGRAM

Passenger Capacity: The Passenger Capacity Of This Vehicle Is  
Determined By The Number of Seatbelts And, By Law, Must Not Be  
Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.  
It Saves Lives And It's The Law. Should You Require A Larger Vehicle,  
Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

RES ID: J41931069C4 PLAN - DWKL CLASS - O4  
PREPARED BY: 3193 / NVLAS11 PRINTED: 06 / 05 / 20 21 59



**REFUELING OPTIONS**

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS:

**8. REFUELING OPTIONS**

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.

a. The per-mile rate is used if You do not buy fuel during the rental.

To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.



### IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass, L.L.C., for use on toll roads in the areas specified below.

\*\*\*\*\*

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, GEORGIA, COLORADO, NORTH CAROLINA AND TEXAS, in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE

TO USE PLATEPASS IN THESE AREAS: pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority. In both video and transponder toll areas, pay all tolls with cash or your own toll transponder (where permitted) compatible to the toll road, and if your rental vehicle includes a transponder, make sure it remains fully enclosed within the shield box. Some toll roads no longer accept cash payments. If you incur a toll on these roads, without using your own compatible transponder, and you do not utilize an alternate means of payment to the toll authority, you will be enrolled in PlatePass.

\*\*\*\*\*

In DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA AND WEST VIRGINIA, the toll authority may allow for an alternate payment method, such as payment by mail or online. Please contact the applicable toll authority. In some of these states that operate gated cashless toll lanes, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes.

TO USE PLATEPASS IN THESE STATES, slide the drawer holding the transponder out of the shield box and pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, use only traditional cash lanes (if available) to make payment directly to the toll authority or contact the applicable toll authority for alternate payment options.

\*\*\*\*\*

CALIFORNIA CUSTOMERS: PlatePass coverage is available on the Golden Gate Bridge, San Francisco-Oakland Bay Bridge, Richmond-San Rafael Bridge, Carquinez Bridge, Benicia-Martinez Bridge, Antioch Bridge, San Mateo Bridge, Dumbarton Bridge, SR 73, SR 133, SR 241 and SR 261 ONLY. Coverage is NOT available on I-10, I-110, SR 91, I-15 Express Lanes and SR 125. On the Golden Gate Bridge, the toll authority allows for payment online or in person up to 30 days before crossing or within forty-eight (48) hours after crossing the cashless toll bridge. Detailed information is available at [www.bayareafastrak.org](http://www.bayareafastrak.org) In Southern California, for toll roads that accept PlatePass, the toll authority allows for payment by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes in Southern California or if you travel on toll roads in Southern California that do not accept PlatePass, you will be charged an administrative fee of \$30.00 in addition to tolls and penalties.

\*\*\*\*\*

NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, and you do not utilize an alternate means of payment to the toll authority, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible.



Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass L.L.C. will charge you a convenience fee of \$5.95 for each calendar day of your rental on which tolls are incurred plus incurred tolls at the Toll Authority's cash toll rate or highest undiscounted toll rate. PlatePass L.L.C. will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced.

**PARKING AND MOVING CITATIONS.** You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees or penalties, You will be charged an administrative fee of up to \$42.00 for each such notification. You authorize us to release your billing/rental information to PlatePass, L.L.C. and ATS Processing Services, L.L.C. to process and bill for all tolls and moving citations and administrative charges and service fees.





ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at [www.adr.org](http://www.adr.org).

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT [no.arbitration@hertz.com](mailto:no.arbitration@hertz.com) OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of this Arbitration Provision, You do not need to do so again.

541228730



## TO BE CHARGED TO:

DISC XXXXXXXXXXXX4070 &lt; AUTH \$5825 .00 / 00637P

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law.

Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, where permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage. LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

STATE LAW REQUIRES THE OPERATOR AND ALL PASSENGERS AGE 6 AND OVER, OR LESS THAN 60 POUNDS, REGARDLESS OF AGE, TO USE THEIR SAFETY BELTS. If you decline Loss Damage Waiver (LDW), which is optional, You may be responsible for any loss or damage to the Car regardless of fault -- see Par. 4 of the Rental Agreement Terms And Conditions, which appear on the folder (GN1900005) delivered to You with this Rental Record (the Rental Terms). Coverage for all or part of Your responsibility may be provided by Your own auto insurance or under your credit card agreement. By signing below, You acknowledge that You have read, understand, accept and agree to the above and the Rental Terms, and You accept or decline the Optional Services as shown on Card 1 and Card 2.

X \_\_\_\_\_

541228730

Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at [hertz.com](http://hertz.com)

## REGISTER OF ACTIONS

### CASE No. 19F04218X

State of Nevada vs. Mitrov, Zan

§  
§  
§  
§  
§

Case Type: **Felony**  
 Date Filed: **03/05/2019**  
 Location: **JC Department 7**

#### PARTY INFORMATION

Defendant Mitrov, Zan

**Lead Attorneys**  
**Todd M. Leventhal**  
*Retained*  
 702-472-8686(W)

State of  
Nevada

State of Nevada

#### CHARGE INFORMATION

Charges: Mitrov, Zan	Statute	Level	Date
1. Poss drug not for i-state commerce [51366]	454.351	Misdemeanor	03/05/2019
999. Display fictitious, cancelled, revoked, suspended or altered vehicle registration, license plate or certificate of title [53657]	482.545.2	Misdemeanor	03/05/2019
999. Use or possess drug paraphernalia [51339]	453.566	Misdemeanor	03/05/2019

#### EVENTS & ORDERS OF THE COURT

DISPOSITIONS	
03/20/2019	<b>Disposition</b> 999. Display fictitious, cancelled, revoked, suspended or altered vehicle registration, license plate or certificate of title [53657] DA Denial
03/20/2019	<b>Disposition</b> 999. Use or possess drug paraphernalia [51339] DA Denial
09/03/2019	<b>Plea</b> (Judicial Officer: Bennett-Haron, Karen P.) 1. Poss drug not for i-state commerce [51366] Nolo Contendere
09/03/2019	<b>Disposition</b> (Judicial Officer: Bennett-Haron, Karen P.) 1. Poss drug not for i-state commerce [51366] Guilty of Lesser Offense
09/03/2019	<b>Misdemeanor Sentence</b> (Judicial Officer: Bennett-Haron, Karen P.) 1. Poss drug not for i-state commerce [51366] Condition - Adult: 1. Community Service, 25 Hours In Lieu of fine - \$ fees to be paid 09/03/2019, , Closed 12/03/2019 2. Drug Counseling (Short Term), Defendant can complete counsel online 09/03/2019, , Satisfied 12/03/2019 3. Stay Out of Trouble, 09/03/2019, , Satisfied 12/03/2019 4. Suspended Jail Sentence, 30 days 09/03/2019, , Closed 12/03/2019 Fee Totals: AA Fees \$95.00 County Fine-Criminal \$155.00 Fee Totals \$ \$250.00

OTHER EVENTS AND HEARINGS	
03/06/2019	<b>Standard Bail Set</b> Ct1: \$3000 Cash/\$3000 Surety
03/06/2019	<b>CTRAK Track Assignment JC07</b>
03/06/2019	<b>Standard Bail Set</b> Ct2: \$1000 Cash/\$1000 Surety
03/06/2019	<b>Standard Bail Set</b> Ct3: \$1000 Cash/\$1000 Surety
03/06/2019	<b>Initial Appearance Justice Court (DNA PC Review)</b> (1:30 PM) (Judicial Officer Graham, Elana Lee) Result: Matter Heard
03/06/2019	<b>Financial Affidavit</b>
03/06/2019	<b>Nevada Risk Assessment Tool</b>
03/06/2019	<b>Own Recognizance release NPR</b>
03/06/2019	<b>Release Agreement</b>
03/06/2019	<b>Probable Cause Review Packet - Initial Appearance Court</b>
03/06/2019	<b>CTRAK Case Modified</b> Judge/BEN;
03/06/2019	<b>Pretrial Services Released Defendant on O/R</b>



8/18/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12813677>

03/06/2019 **Probable Cause existed for the defendant's arrest**  
*Therefore, the defendant's biological specimen shall be submitted to the appropriate forensic laboratory for genetic marker analysis for count 1 and count 3*

03/06/2019 **Probable Cause did not exist for the defendant's arrest**  
*Therefore, the defendant's biological specimen shall be destroyed within 5 business days after the jail's recipient of this determination for count 2*

03/06/2019 **Future Court Date Stands**  
*4/8/19 at 8:00 a.m.*

03/06/2019 **Minute Order - Initial Appearance**

03/06/2019 **Release Agreement**

03/20/2019 **CTRACK Case Modified**

03/22/2019 **Criminal Complaint**

04/08/2019 **CANCELED Felony Court Return Date** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*Vacated*

04/08/2019 **Initial Appearance** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*O/R*  
 Result: Matter Heard

04/08/2019 **Counsel Confirms as Attorney of Record**  
*M. Pandullo, Esq.*

04/08/2019 **Motion to Continue - State**  
*Motion granted.*

04/08/2019 **Minute Order - Department 07**

05/22/2019 **CANCELED Status Check on Filing of Criminal Complaint** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*Criminal Complaint Filed*  
*O/R*

05/22/2019 **Initial Appearance** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*O/R*  
 Result: Summons Issued

05/22/2019 **Summons Ordered**

05/22/2019 **Minute Order - Department 07**

05/22/2019 **Summons Issued**

06/26/2019 **Summons Return Hearing** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*O/R*  
 Result: Bench Warrant Issued

06/26/2019 **Court reviews history of case**

06/26/2019 **Bench Warrant Ordered Issued - Defendant Failed to Appear**  
*\$3,000/3,000 total Matter called at 10:03 am*

06/26/2019 **Comment**  
*M. Pandullo, Esq. is currently inactive.*

06/26/2019 **Minute Order - Department 07**

06/26/2019 **Warrant Issued**

06/26/2019 **Bench Warrant - Face Sheet**

06/26/2019 **Bench Warrant Confidential**

07/19/2019 **Motion to Quash Bench Warrant**

07/23/2019 **Motion** (8:00 AM) (Judicial Officers Pro Tempore, Judge, Jansen, William D.)  
*O/R*  
 Result: Motion Granted

07/23/2019 **Counsel Substitutes in as Attorney of Record**  
*T. Leventhal, Esq.*

07/23/2019 **Motion to Quash Bench Warrant**  
*by Defense. Motion granted.*

07/23/2019 **Warrant Ordered Quashed**

07/23/2019 **Matter Not Negotiated - Preliminary Hearing/Trial Date Set**

07/23/2019 **Minute Order - Department 07**

07/23/2019 **Warrant Recalled**

08/27/2019 **Preliminary Hearing** (9:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*O/R*  
 Result: Matter Heard

08/27/2019 **Continued For Negotiations**  
*and defendant's presence*

08/27/2019 **Minute Order - Department 07**

09/03/2019 **Negotiations** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*O/R*  
 Result: Matter Heard

09/03/2019 **Comment**  
*Defendant is a truck driver*

09/03/2019 **Judgment Entered**

09/03/2019 **Minute Order - Department 07**

09/06/2019 **Notice of Disposition and Judgment**

12/03/2019 **Status Check** (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)  
*O/R*  
 Result: Matter Heard

12/03/2019 **Case Closed - Requirement(s) Completed**

12/03/2019 **Minute Order - Department 07**

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**FINANCIAL INFORMATION**


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<b>Defendant</b> Mitrov, Zan	
Total Financial Assessment	255.00
Total Payments and Credits	255.00
<b>Balance Due as of 08/18/2020</b>	<b>0.00</b>

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12813677>

2/3

8/18/2020	<a href="https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12813677">https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12813677</a>			
09/03/2019	Transaction Assessment			250.00
09/09/2019	Web Criminal	Receipt # CCS-2019-09693	Mitrov, Zan	(250.00)
09/09/2019	Transaction Assessment			5.00
09/09/2019	Web Criminal	Receipt # CCS-2019-09694	Mitrov, Zan	(0.50)
09/09/2019	HPS Credit			(4.50)

## REGISTER OF ACTIONS

### CASE No. 19F10566X

State of Nevada vs. Mitrov, Zan

§  
§  
§  
§  
§

Case Type: **Felony**  
 Date Filed: **06/20/2019**  
 Location: **JC Department 2**

#### P. TY INFORMATION

Defendant Mitrov, Zan

Lead Attorneys  
~~Todd M. Leventhal~~  
 Retained  
 702-472-8686(W)

State of Nevada

#### CHARGE INFORMATION

Charges: Mitrov, Zan	Statute	Level	Date
1. Poss drug not for i-state commerce [51366]	454.351	Misdemeanor	05/25/2019
2. Poss drug not for i-state commerce [51366]	454.351	Misdemeanor	05/25/2019
999.Traffick sch I c/s, flntrzpm/GHB, 4-14 grm [51156]	453.3385.1	Felony	05/25/2019

#### EVENTS & ORDERS OF THE COURT

##### DISPOSITIONS

06/19/2019 **Disposition** (Judicial Officer: Sciscento, Joseph S.)  
 999. Traffick sch I c/s, flntrzpm/GHB, 4-14 grm [51156]  
 DA Denial

02/11/2020 **Plea** (Judicial Officer: Sciscento, Joseph S.)  
 1. Poss drug not for i-state commerce [51366]  
 Nolo Contendere  
 2. Poss drug not for i-state commerce [51366]  
 Nolo Contendere

02/11/2020 **Disposition** (Judicial Officer: Sciscento, Joseph S.)  
 1. Poss drug not for i-state commerce [51366]  
 Guilty of Lesser Offense  
 2. Poss drug not for i-state commerce [51366]  
 Guilty of Lesser Offense

02/11/2020 **Misdemeanor Sentence** (Judicial Officer: Sciscento, Joseph S.)  
 1. Poss drug not for i-state commerce [51366]  
 Condition - Adult:  
 1. Suspended Jail Sentence, 180 Days consecutive per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 2. Stay Out of Trouble, 02/11/2020 - 05/12/2020, Active 02/11/2020  
 3. Drug Abstinence Support Meetings, 40 Meetings- Defendant to Provide Proof concurrent per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 Comment (All requirements to run concurrent per count except suspended sentence to run consecutive)  
 2. Poss drug not for i-state commerce [51366]  
 Condition - Adult:  
 1. Suspended Jail Sentence, 180 Days consecutive per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 2. Stay Out of Trouble, 02/11/2020 - 05/12/2020, Active 02/11/2020  
 3. Drug Abstinence Support Meetings, 40 Meetings- Defendant to Provide Proof concurrent per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 Comment (All requirements to run concurrent per count except suspended sentence to run consecutive)

##### OTHER EVENTS AND HEARINGS

05/26/2019 **Standard Bail Set**  
*Ct1: \$5000 Cash/\$5000 Surety*

05/26/2019 **CTRAK Track Assignment JC02**

05/26/2019 **Standard Bail Set**  
*Ct2: \$10000 Cash/\$10000 Surety*

05/26/2019 **Probable Cause Review Packet - Initial Appearance Court**

05/26/2019 **Surety Bond Acceptance-Notice of Appearance**

05/26/2019 **Surety Bond**

05/27/2019 **CANCELED Initial Appearance Justice Court (PC Review)** (9:00 AM) (Judicial Officer Letizia, Harmony)  
*Custody Change - Surety Bond Posted*

05/27/2019 **CANCELED Initial Appearance Justice Court (DNA PC Review)** (9:00 AM) (Judicial Officer Letizia, Harmony)  
*Custody Change - Surety Bond Posted*  
*Out of custody. Bond posted*



8/18/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12890357>

05/27/2019 **Waiver of Extradition After Admission to Bail**  
06/19/2019 **CTRAK Case Modified**  
*Judge/SCI:*  
06/20/2019 **Criminal Complaint**  
06/25/2019 **CANCELED Felony Court Return Date** (8:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*Vacated - Complaint Filed*  
*Out of custody. Bond posted*  
06/25/2019 **Initial Appearance** (8:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*Surety Bond*  
Result: Bench Warrant Issued  
06/25/2019 **Bench Warrant Ordered Issued - Defendant Failed to Appear**  
*\$13,000/13,000 total bail*  
06/25/2019 **Notice of Intent to Forfeit Surety Bond Ordered**  
06/25/2019 **Forfeiture Matters Administratively Transferred**  
*All bond/bail forfeiture matters administratively transferred to Department 12. The Pay or Surrender date is 12/22/2019*  
06/25/2019 **Minute Order - Department 02**  
06/25/2019 **Notice of Intent & Order of Forfeiture - Surety Bond**  
06/25/2019 **Warrant Issued**  
06/25/2019 **Bench Warrant - Face Sheet**  
06/25/2019 **Bench Warrant Confidential**  
07/19/2019 **Motion to Quash Bench Warrant**  
07/23/2019 **Motion** (8:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*Surety Bond*  
Result: Motion Granted  
07/23/2019 **Motion to Quash Bench Warrant**  
*Motion Granted*  
07/23/2019 **Warrant Ordered Quashed**  
07/23/2019 **Notice of Intent on Surety Bond Ordered Recalled**  
07/23/2019 **Initial Appearance Completed**  
*Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint*  
07/23/2019 **Counsel Confirms as Attorney of Record**  
*T. Leventhal, Esq*  
07/23/2019 **Minute Order - Department 02**  
07/23/2019 **Warrant Recalled**  
10/23/2019 **Preliminary Hearing** (9:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*Surety bond*  
Result: Matter Heard  
10/23/2019 **Motion to Continue - Defense**  
*Motion Granted*  
10/23/2019 **Preliminary Hearing Date Reset**  
10/23/2019 **Minute Order - Department 02**  
02/11/2020 **Preliminary Hearing** (9:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*Surety Bond*  
Result: Matter Heard  
02/11/2020 **Per Negotiations, State Amends Charge(s) to Misdemeanor**  
02/11/2020 **Defendant Waives the Right to Trial**  
02/11/2020 **Judgment Entered**  
02/11/2020 **Surety Bond Ordered Exonerated**  
*FCS25-1993581*  
02/11/2020 **Minute Order - Department 02**  
02/11/2020 **Surety Bond Exonerated**  
02/12/2020 **Notice of Disposition and Judgment**  
04/30/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**  
04/30/2020 **Summons Ordered**  
05/06/2020 **Summons Issued**  
06/17/2020 **Motion**  
*to withdraw as attorney of record.*  
06/22/2020 **Motion** (8:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*No bail posted*  
Result: Matter Heard  
06/22/2020 **Motion to Withdraw as Counsel**  
*by Defense - Motion Granted*  
06/22/2020 **Future Court Date Stands**  
*7/28/2020 8am*  
06/22/2020 **Minute Order - Department 02**  
07/28/2020 **Status Check on Requirements** (8:00 AM) (Judicial Officer Sciscento, Joseph S.)  
*No bail posted*  
*05/12/2020 Reset by Court to 07/28/2020*  
Result: Matter Heard  
07/28/2020 **Requirements Status Note**  
*proof of completion of 40 Narcotics Anonymous Meetings shown to State in open court*  
07/28/2020 **Side Bar Conference Held**  
07/28/2020 **Case Closed - Requirement(s) Completed**  
07/28/2020 **Minute Order - Department 02**

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**FINANCIAL INFORMATION**


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<b>Defendant Mitrov, Zan</b>	
Total Financial Assessment	50.00
Total Payments and Credits	50.00
<b>Balance Due as of 08/18/2020</b>	<b>0.00</b>

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12890357>

2/3

8/18/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=12890357>

05/26/2019	Transaction Assessment			50.00
05/26/2019	Payment (Window)	Receipt # PT-2019-04052	911 Bail Bonds	(50.00)

**REGISTER OF ACTIONS****CASE No. 20F07538X****State of Nevada vs. MITROV, ZANE**§  
§  
§  
§  
§Case Type: **Misdemeanor**  
Date Filed: **05/04/2020**  
Location: **JC Department 13****PARTY INFORMATION****Defendant MITROV, ZANE****Lead Attorneys**  
**Jay L Siegel**  
*Retained*  
702-387-2447(W)**State of Nevada****CHARGE INFORMATION**

Charges: MITROV, ZANE	Statute	Level	Date
1. Use/under infl sch I, II, III, IV c/s [51310]	453.411.3a	Felony	11/01/2019
2. DUI of alcohol and/or controlled or prohibited substance, 1st offense [53900]	484C.110/484C.400.1a	Misdemeanor	11/01/2019
3. Driver fail to obey traffic control devices [53760]	484B.300	Misdemeanor	11/01/2019

**EVENTS & ORDERS OF THE COURT**

**OTHER EVENTS AND HEARINGS**

11/01/2019 **Standard Bail Set**  
*Ct1: \$2000 Cash/\$2000 Surety*

11/01/2019 **CTRAK Track Assignment JC02**

11/01/2019 **Standard Bail Set**  
*Ct2: \$1000 Cash/\$1000 Surety*

11/01/2019 **Surety Bond**

11/01/2019 **Surety Bond Acceptance-Notice of Appearance**

11/01/2019 **Probable Cause Review Packet - Initial Appearance Court**

01/07/2020 **Misdemeanor Court Return Date (7:30 AM)** (Judicial Officer Cruz, Cynthia)  
*Surety Bond*  
Result: Matter Heard

01/07/2020 **Counsel Confirms as Attorney of Record**  
*T. Leventhal, Esq.*

01/07/2020 **Motion to Continue - State**  
*for 120 days - Motion Granted*

01/07/2020 **Continued for Status Check on filing of Criminal Complaint**

01/07/2020 **Surety Bond Ordered Exonerated**  
*IS3K-355981*

01/07/2020 **Minute Order - Department 13**

01/09/2020 **Surety Bond Exonerated**

03/06/2020 **CTRAK Case Modified**  
*Judge/SCI;*

04/14/2020 **CTRAK Changed Case Number**  
*New Case Number - 20F07538X; Old Case Number - 19M22950X*

04/28/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**

04/30/2020 **CTRAK Case Modified**  
*CaseType/F; Judge/BAS;*

05/04/2020 **Criminal Complaint**

05/04/2020 **Notice of Intent - Audiovisual Technology**  
*Notice of Intent to use audiovisual technology pursuant to NRS 171.1975 to present live testimony at Preliminary Hearing Examination due to Covid-19 Outbreak Filed in Open Court.*

06/17/2020 **Motion**  
*to withdraw as attorney of record.*

06/22/2020 **Motion (7:30 AM)** (Judicial Officer Baucum, Suzan)  
*No Bail Posted*  
Result: Motion Granted

06/22/2020 **Motion to Withdraw as Counsel**  
*by T. Leventhal, Esq. - Motion Granted*

06/22/2020 **Defendant's Presence**

06/22/2020 **Future Court Date Stands**  
*8/3/20 at 7:30 am*

06/22/2020 **Minute Order - Department 13**

08/03/2020 **CANCELED Status Check on Filing of Criminal Complaint (7:30 AM)** (Judicial Officer Baucum, Suzan)  
*Criminal Complaint Filed*  
*No Bail Posted*  
*05/12/2020 Reset by Court to 08/03/2020*



8/18/2020

<https://lvjcpa.clarkcountynv.gov/Anonymous/CaseDetail.aspx?CaseID=13041750>

08/03/2020	<b>Initial Appearance</b> (7:30 AM) (Judicial Officer Baucum, Suzan) <i>No Bail Posted</i> Result: Matter Heard
08/03/2020	<b>Counsel Confirms as Attorney of Record</b> <i>J. Siegel, Esq.</i>
08/03/2020	<b>Initial Appearance Completed</b> <i>Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint</i>
08/03/2020	<b>Arraignment Completed</b> <i>Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint</i>
08/03/2020	<b>Discovery Given to Counsel in Open Court</b>
08/03/2020	<b>Plea of Not Guilty Entered</b>
08/03/2020	<b>Minute Order - Department 13</b>
08/04/2020	<b>Notice</b> <i>to preserve confrontation clause issues in cases filed under NRS 484C.110 - 484C.630, including but not limited affidavits.</i>
12/10/2020	<b>Preliminary Hearing</b> (8:00 AM) (Judicial Officer Baucum, Suzan) <i>No Bail Posted</i>

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FINANCIAL INFORMATION

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	<b>Defendant MITROV, ZANE</b>		
	Total Financial Assessment		50.00
	Total Payments and Credits		50.00
	<b>Balance Due as of 08/18/2020</b>		<b>0.00</b>
11/01/2019	Transaction Assessment		50.00
11/01/2019	Payment (Window)	Receipt # PT-2019-08687	8-Ball Bail Bonds (50.00)

**MOT**

**TODD M. LEVENTHAL, ESQ.**

Nevada Bar No: 008543

California Bar No: 223577

**LEVENTHAL & ASSOCIATES, PLLC.**

626 S. Third St.

Las Vegas, Nevada 89101

leventhalandassociates@gmail.com

(702) 472-8686 – office

*Attorney for Defendant*

**FILED**

2020 JUN 17 P 1:20

JUSTICE COURT  
LAS VEGAS, NEVADA  
BY CMY  
DEPUTY

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA**

THE STATE OF NEVADA,

Case No: 19F10566X

Plaintiff,

Dept. No.: JC Department 2

vs.

ZAN MITROV,

Defendant.

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD**

COMES NOW, TODD M. LEVENTHAL, ESQ., and moves this Honorable Court for its order authorizing him to withdraw as attorney of record for Defendant, Zan Mitrov.

This Motion is made and based upon the pleadings on file herein and the affidavit of counsel attached hereto.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**

LEVENTHAL & ASSOCIATES, PLLC.

Nevada Bar No: 8543

626 S. Third Street

Las Vegas, Nevada 89101

**NOTICE OF MOTION**

TO: ZAN MITROV: 10691 Allegrini Dr., Las Vegas, NV 89141  
TO: CLARK COUNTY DISTRICT ATTORNEY

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring on the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD on for hearing the 22 day of JUN, 2020, at the hour of 8A.m. of said day in Department 2 of the above-entitled Court or as soon thereafter as counsel may be heard.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**

LEVENTHAL & ASSOCIATES, PLLC.

Nevada Bar No: 8543

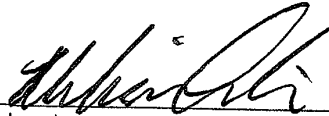
626 S. Third Street

Las Vegas, Nevada 89101

*Attorney for Defendant*

**RECEIPT OF COPY**

RECEIPT OF COPY of the MOTION TO WITHDRAW AS ATTORNEY OF RECORD is hereby acknowledged this 17 day of June, 2020.

  
District Attorney  
200 Lewis Avenue  
Las Vegas, NV 89101



**POINTS AND AUTHORITIES**

Supreme Court Rule 166, in combination with SCR 48 and EDCR 7.40, govern the standard for withdrawals of attorneys from representation of a client in a legal matter. It states, in pertinent part:

2. Except as stated in subsection 3, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(a) The client persist in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(b) The client has used the lawyer's services to perpetrate a crime or fraud;

(c) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

(d) The client fails substantially to fulfill an obligation to the lawyer regarding the lawyer's services and has been given reasonable warning that the lawyer will withdraw unless the obligation is fulfilled.

(e) The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or

(f) Other good cause for withdrawal exists.

(g) Except as stated in paragraph (c), a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interest of the client, or if:

The representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonable difficult by the client; or other good cause of withdrawal exists.

Accordingly, Todd M. Leventhal, Esq., requests to withdraw as counsel of record for ZAN MITROV, Defendant, for reasons stated on his Affidavit of Counsel attached hereto.

1 Therefore, TODD M. LEVENTHAL, ESQ. from Leventhal and Associates,  
2 PLLC., requests this Honorable Court grant and Order to Todd M. Leventhal, Esq.  
3 allowing him to withdraw as the attorney of record for ZAN MITROV, Defendant.  
4

5  
6 DATED this 17<sup>th</sup> day of June, 2020.  
7

8 /s/ Todd M. Leventhal  
9 **TODD M. LEVENTHAL, ESQ.**  
10 **LEVENTHAL & ASSOCIATES, PLLC.**  
11 Nevada Bar No: 8543  
12 626 S. Third Street  
13 Las Vegas, Nevada 89101  
14 *Attorney for Defendant*  
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**AFFIDAVIT OF TODD M. LEVENTHAL, ESQ.**

STATE OF NEVADA }  
COUNTY OF CLARK } ss:

TODD M. LEVENTHAL, ESQ., being first duly sworn upon oath, deposes and says:

1. Your affiant is an attorney duly licensed to practice law in the State of Nevada;
2. That your affiant makes this Affidavit in support of this Motion to Withdraw as Attorney of Record;
3. That Since filing an appearance on behalf of Defendant, It has become clear that there has been a breakdown in communication between Counsel and Defendant, ZAN MITROV and the relationship has been damaged beyond repair. The situation has deteriorated to the point that it is essential that Mr. Mitrov retain new counsel as there is lack of communication between Client and Counsel and the attorney-client relationship has completely broken down. The instant matter is set for Status Check on Requirements on July 28, 2020 at 8:00 a.m. Counsel Requests to withdraw before the court date.
4. Further, Zan Mitrov didn't fulfill his financial agreement with Leventhal and Associates and the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or other good cause of withdrawal exists.
5. That the affiant is no longer able to continue with the case, therefore, your affiant requests that said attorney withdraw as attorney of record for the aforementioned Defendant.
6. That your affiant believes that it would be in the best interest of all parties concerned if he were permitted to withdraw as attorney of record for the Defendant, aforementioned;

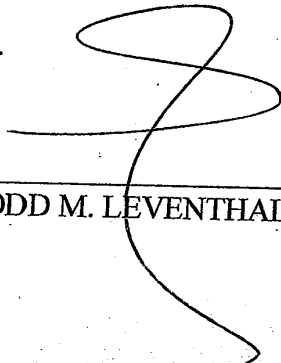


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7. That pursuant to E.D.C.R. 7.40, a copy of this application will be served upon the Defendant, by certified mail at the following address:

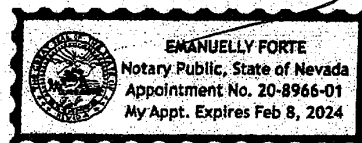
**ZAN MITROV**  
**10691 Allegrini Dr.**  
**Las Vegas, NV 89141**

FURTHER YOUR AFFIANT SAYETH NAUGHT.

  
TODD M. LEVENTHAL, ESQ

SUBSCRIBED and SWORN to before me  
This 17th day of June, 2020.

  
NOTARY PUBLIC in and for said  
County and State.



**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of June, 2020 a true and correct copy of the  
**MOTION TO WITHDRAW AS ATTORNEY OF RECORD** was addressed to the  
parties below, to be served as follows:

☒ By placing a true and correct copy of the same to be deposited for mailing in the  
U.S. Mail, enclosed in a sealed envelope upon which Certified mail

☐ via facsimile; and/or CC e-mail

☐ by hand delivery to the parties listed below; and/or

☐ By electronic service via ODYSSEY eFileNV through the District Court.

**Zan Mitrov**  
10691 Allegrini Dr.  
Las Vegas, NV 89141  
*Defendant*

/s/ Emma Forte

An Employee of TODD M. LEVENTHAL, ESQ.  
LEVENTHAL AND ASSOCIATES, PLLC.

**MOT**  
**TODD M. LEVENTHAL, ESQ.**  
Nevada Bar No: 008543  
California Bar No: 223577  
**LEVENTHAL & ASSOCIATES, PLLC.**  
626 S. Third St.  
Las Vegas, Nevada 89101  
leventhalandassociates@gmail.com  
(702) 472-8686 – office  
*Attorney for Defendant*

**FILED**  
2020 JUN 17 P 1:22  
GMH  
JUSTICE COURT  
LAS VEGAS NEVADA  
BY \_\_\_\_\_  
DEPUTY

**JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA**

THE STATE OF NEVADA,

Plaintiff,

Case No: 20F07538X

Dept. No.: JC Department 13

vs.

ZAN MITROV,

Defendant.

**MOTION TO WITHDRAW AS ATTORNEY OF RECORD**

COMES NOW, TODD M. LEVENTHAL, ESQ., and moves this Honorable Court

for its order authorizing him to withdraw as attorney of record for Defendant, Zan Mitrov.

This Motion is made and based upon the pleadings on file herein and the affidavit of counsel attached hereto.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**  
LEVENTHAL & ASSOCIATES, PLLC.  
Nevada Bar No: 8543  
626 S. Third Street  
Las Vegas, Nevada 89101



**NOTICE OF MOTION**

TO: ZAN MITROV: 10691 Allegrini Dr., Las Vegas, NV 89141  
TO: CLARK COUNTY DISTRICT ATTORNEY

YOU, AND EACH OF YOU, WILL PLEASE TAKE NOTICE that the undersigned will bring on the foregoing MOTION TO WITHDRAW AS ATTORNEY OF RECORD on for hearing the 22 day of JUN, 2020, at the hour of 8:00 A.m. of said day in Department 13 of the above-entitled Court or as soon thereafter as counsel may be heard.

DATED this 17<sup>th</sup> day of June, 2020.

Respectfully submitted,

/s/ Todd M. Leventhal

**TODD M. LEVENTHAL, ESQ.**  
LEVENTHAL & ASSOCIATES, PLLC.  
Nevada Bar No: 8543  
626 S. Third Street  
Las Vegas, Nevada 89101  
*Attorney for Defendant*

**RECEIPT OF COPY**

RECEIPT OF COPY of the MOTION TO WITHDRAW AS ATTORNEY OF RECORD is hereby acknowledged this 17 day of June, 2020.



District Attorney  
200 Lewis Avenue  
Las Vegas, NV 89101

**POINTS AND AUTHORITIES**

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It states, in pertinent part:

2. Except as stated in subsection 3, a lawyer may withdraw from representing a client if withdrawal can be accomplished without material adverse effect on the interests of the client, or if:

(a) The client persist in a course of action involving the lawyer's services that the lawyer reasonably believes is criminal or fraudulent;

(b) The client has used the lawyer's services to perpetrate a crime or fraud;

(c) A client insists upon pursuing an objective that the lawyer considers repugnant or imprudent;

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Accordingly, Todd M. Leventhal, Esq., requests to withdraw as counsel of record for ZAN MITROV, Defendant, for reasons stated on his Affidavit of Counsel attached hereto.

1 Therefore, TODD M. LEVENTHAL, ESQ. from Leventhal and Associates,  
2 PLLC., requests this Honorable Court grant and Order to Todd M. Leventhal, Esq.  
3 allowing him to withdraw as the attorney of record for ZAN MITROV, Defendant.  
4

5  
6 DATED this 17<sup>th</sup> day of June, 2020.  
7

8 /s/ Todd M. Leventhal  
9 **TODD M. LEVENTHAL, ESQ.**  
10 **LEVENTHAL & ASSOCIATES, PLLC.**  
11 Nevada Bar No: 8543  
12 626 S. Third Street  
13 Las Vegas, Nevada 89101  
14 *Attorney for Defendant*  
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**AFFIDAVIT OF TODD M. LEVENTHAL, ESQ.**

STATE OF NEVADA        )  
COUNTY OF CLARK        ) ss:

TODD M. LEVENTHAL, ESQ., being first duly sworn upon oath, deposes and says:

1. Your affiant is an attorney duly licensed to practice law in the State of Nevada;
2. That your affiant makes this Affidavit in support of this Motion to Withdraw as Attorney of Record;
3. That Since filing an appearance on behalf of Defendant, It has become clear that there has been a breakdown in communication between Counsel and Defendant, ZAN MITROV and the relationship has been damaged beyond repair. The situation has deteriorated to the point that it is essential that Mr. Mitrov retain new counsel as there is lack of communication between Client and Counsel and the attorney-client relationship has completely broken down. The instant matter is set for Initial Appearance on August 3, 2020 at 7:30 a.m. Counsel Requests to withdraw before the court date.
4. Further, Zan Mitrov didn't fulfill his financial agreement with Leventhal and Associates and the representation will result in an unreasonable financial burden on the lawyer or has been rendered unreasonably difficult by the client; or other good cause of withdrawal exists.
5. That the affiant is no longer able to continue with the case, therefore, your affiant requests that said attorney withdraw as attorney of record for the aforementioned Defendant.
6. That your affiant believes that it would be in the best interest of all parties concerned if he were permitted to withdraw as attorney of record for the Defendant, aforementioned;

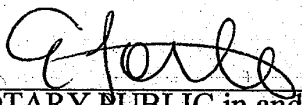
1  
2 7. That pursuant to E.D.C.R. 7.40, a copy of this application will be served upon the  
3 Defendant, by certified mail at the following address:

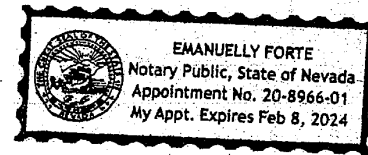
4 **ZAN MITROV**  
5 **10691 Allegrini Dr.**  
6 **Las Vegas, NV 89141**

7 FURTHER YOUR AFFIANT SAYETH NAUGHT.

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TODD M. LEVENTHAL, ESQ

SUBSCRIBED and SWORN to before me  
This 17th day of June, 2020.

  
NOTARY PUBLIC in and for said  
County and State.



**CERTIFICATE OF SERVICE**

I hereby certify that on 17<sup>th</sup> day of June, 2020 a true and correct copy of the  
**MOTION TO WITHDRAW AS ATTORNEY OF RECORD** was addressed to the  
parties below, to be served as follows:

☒ By placing a true and correct copy of the same to be deposited for mailing in the  
U.S. Mail, enclosed in a sealed envelope upon which Certified mail

☐ via facsimile; and/or CC e-mail

☐ by hand delivery to the parties listed below; and/or

☐ By electronic service via ODYSSEY eFileNV through the District Court.

**Zan Mitrov**  
10691 Allegrini Dr.  
Las Vegas, NV 89141  
*Defendant*

/s/ Emma Forte

An Employee of TODD M. LEVENTHAL, ESQ.  
LEVENTHAL AND ASSOCIATES, PLLC.



7:04



T

Todd Lawer Cell >

Message  
Mon, Jul 22, 10:22 AM

Morning Todd, do I have to be in court tomorrow with you?

Mon, Jul 22, 12:28 PM

Is this Jonny ?

Yes it's me. V called me and said to meet you at court. I have payment for you. I can bring it now or tomorrow when I see you

Ok. See you tomorrow

Tue, Jul 23, 7:49 AM

Good morning I am by 8a and 8b

Not Delivered

Good morning I am by 8a and 8b

On my way!

Tue, Jul 23, 9:12 AM

Bring car to office brother

Tue, Jul 23, 10:15 AM

Call me

I am



7:04



Todd Lower Cell

I am

I just got home

What time you coming back  
brother?

I am at your office

Wya

Lunch brother. Back in 20. Hang  
out

I'm here

I'm here

Where

Sun, Aug 25, 7:58 PM

Good evening Todd, do I have to  
show up at court on Tuesday?

Mon, Aug 26, 4:33 PM

Yes bother

Tue, Oct 15, 4:40 PM

There is a beautiful restaurant  
Bulgarian on Trop and Jones let me  
buy you lunch there



7:04



Todd Lawer Cell >

There is a beautiful restaurant  
Bulgarian on Trop and Jones let me  
buy you lunch there

Wed, Oct 23, 8:16 AM

GM Todd

What up. ?

Waiting for elevator to get up to  
court room

Sat, Nov 16, 11:48 AM

Todd let's meet up today.  
Something is not right believe me.

Sun, Nov 17, 7:30 PM

I'll be at the office then. After 12  
right?

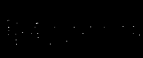
No around 11 brother.

I would love to. This week.

Alright I'll line up something this  
week

Thu, Nov 28, 1:46 PM

Wish you a blessed Thanksgiving  
Brother!!!





7:04



Todd Lawer Cell

You too brother

Tue, Dec 3, 8:27 AM

GM Brother I'm waiting for you  
outside of courtroom 8A

Sent as Text Message

GM Brother I'm waiting for you  
outside of courtroom 8A

Tue, Dec 3, 11:08 PM

?? When ?

This weekend I am going to  
Universal studio in LA. It's my son's  
9th birthday. After that any day is  
good for me.

Fri, Dec 13, 10:16 AM

Call me

GM Brother, I just finished at the  
DMV. I am heading your way  
actually to the court to get stamped  
copy of the closed case. Shall I  
come and see you?

Fri, Dec 13, 11:52 AM

I stopped at your office. Seyday  
schedule me for Monday at 1500



7:04



Todd Lawer Cell

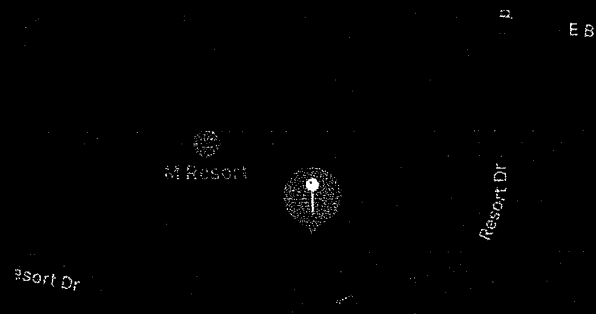
Fri, Dec 13, 3:34 PM

See you then

Wed, Dec 18, 2:39 PM

You tell me brother

Fri, Jan 3, 10:01 AM



My Location

Mon, Jan 6, 2:41 PM

Brother do I have to be in court tomorrow

Read

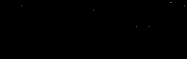
Mon, Jan 6, 5:20 PM

No. I got you.

Wed, Jan 15, 2:22 PM

Brother. You bringing the car ?

I am in California till Sunday next



7:04



T

Todd Lawer Cell

week I will do it

Wed, Jan 16, 5:31 PM

AWSOME. Ty

Wed, Jan 22, 10:46 AM

Good morning Mr. Todd,  
I didn't forget you for the Maserati I  
am waiting for a part I should have it  
tomorrow and bring it to you

Wed, Jan 22, 12:34 PM

AWSOME. Ty brother

Wed, Jan 29, 10:33 AM

GM brother, where shall I bro g the  
car. I have therapy until 3 pm. After  
that I can drive to you.

Cool. Office brother. Ty

Wed, Jan 29, 3:30 PM

What time brother.

I'm leaving my office now

30-40 min

Is it ok





7:04



Todd Lawer Cell

Tue, Feb 11, 1:31 PM

Still good for 2 pm at your office? I'll leave my office now

Yes sir. Ty.

Can I leave you the envelope with your secretary? I have to pick up kids from school.

Mon, Feb 17, 9:01 AM

Good morning. When coming in today ?

Good Morning. Your secretary schedule it for tomorrow, but I can come today. When is a good time for you?

I'm around today

Ok I'll call you when on my way

Mon, Feb 17, 1:40 PM

I'll be in at 330. Will it work for you?

Mon, Feb 17, 3:23 PM

I am leaving my office now am I OK to come. Let me know what up



7:04



T

Todd Lawer Cell

I am getting it clean and shiny for you



Cool brother. Tried calling. You around tomorrow?

I'll come tomorrow afternoon

Perfect. Thank you.



It's a piece of shit but looks good lol



7:04



T

Todd Lawer Cell >

It's a piece of shit but looks good lol

Tue, Feb 19, 3:22 PM

Car will be at your office at 415

Wed, Feb 19, 12:53 PM

Brother is the office closed today. I am here but doors locked.

Wed, Feb 19, 2:18 PM

Was it by mistake the call?

Fri, Feb 21, 10:36 AM

Brother, what time to bring title and pick up Viper?

Fri, Feb 21, 1:31 PM

Todd I am handicap

Thu, Feb 27, 2:49 PM

Brother. You bringing the Viper?

Tue, Mar 3, 4:25 PM

My Brother from another Mother!!!!!!

Wed, Mar 4, 4:59 PM

Brother I need someone to bring me Viper to my office I have no car I'm



7:04



T

Todd Lawer Cell

Brother I need someone to bring me Viper to my office I have no car I'm using Lyft. I don't like it to many crazy drivers.  
Thank you

Brother it's no problem. I don't want Maserati but I need money.

I got you are you tomorrow in the office?

Around 10 am brother.

Ok I'll be there I'll take Viper first and will see next week for Maserati.

Thu, Mar 5 9:00 AM

Good Morning I'll be at the office  
130-1045

Wed, Mar 11, 9:58 AM

GM how is your dad brother?

Wed, Mar 11, 2:13 PM

Better brother. Thank you. You good?

Tue, May 19, 1:01 PM

Brother. Good morning. I need you



7:04



Todd Lower Cell

Brother. Good morning. I need you to bring in money ASAP. Victim not happy.

Ok Brother. Let's meet after 5 please I am dealing with my kids graduation until 4. I can meet you anywhere.

Thu, May 21, 9:48 AM

Hey brother I'll be at office in 30 min meet me Today is last day. He wants it by tomorrow Friday and I'm taking off. Thank you

I got you brother. I'll let you know when on my way.

Brother I will need to pick up Viper today. Is it to much to ask to have it at the office today? Thank you

Thu, May 21, 2:25 PM

I'll be at your office by 330

Here

Can I call you later?

I'll be back in 20 min

Ok I'll be close by here



7:04



Todd Lawer Cell

Ok I'll be close by here

On my way! 10 min

Kk

Here

Me 2

Wed, May 27, 10:48 AM

Good Morning Brother. When can I pick up Viper.

Wed, May 27, 2:08 PM

JULY 18<sup>TH</sup> — \$500 TO V  
JULY 23<sup>RD</sup> — \$3000 TODD AT COURT  
~~SEP 3<sup>RD</sup>~~  
SEP 3<sup>RD</sup> — \$2000 TODD AT COURT  
NOV 12<sup>TH</sup> — \$1000 TODD AT OFFICE  
DEC 2<sup>ND</sup> — \$2500 TODD AT COURT  
JAN 9<sup>TH</sup> — \$1000 TODD BY ARTISAN  
FEB 11<sup>TH</sup> — \$1500 TODD AT OFFICE  
MARCH 5<sup>TH</sup> — \$700 TODD IN CAR ON THE WAY TO WORK  
MAY 21<sup>ST</sup> — \$3000.00 C. HERE AT OFFICE  
\$16900.00  
FIRST 2 CASES \$5000 — \$5000.00  
DUI \$1500 — \$1500.00  
\$6500 — 16900  
VICTIM — 6 + 8 — 8500  
2400 LEFT  
TOTAL VICTIM



7:04



Todd Lawer Cell >

Thu, May 26, 8:25 PM

??? Wut up?

Fri, May 29, 9:18 PM

Brother I am at your office. Can you open

Fri, Jun 2, 2:55 PM

Todd I need the Viper... Today.

Wife not happy..... I have trouble at home.....



My daughter is saying daddy you are not telling me the truth you sold the Viper.... Common brother

Sat, Jun 6, 1:43 PM



7:04



Todd Lawer Cell >

I have no car

Sat, Jun 13, 5:59 PM

Brother from another mother I got a treatment like I put curse on you. Lol I am arguing with my wife.

Text Message

Mon, Jun 15, 4:22 PM

I am at your office are you in today

iMessage

Yesterday 1:11 PM

Brother, how much \$\$\$ you think I owe by your numbers. I send you a list of how much I gave so far. Give me a number and I'll have it for you tomorrow or today if you have time to meet. Did the agents call you I have them your number to call you and talk to you if they have any questions. I need my car it's been a year that you have it. Thank you for understanding and apologies if I did something wrong.

Yesterday 3:36 PM

I got something in the mail from your office. Do I have to show in court 6/22

Delivered





Rental Record# 541228730

ZAN MITROV

Gold Plus Rewards

Vehicle: 2020 ESCALADE

Lot: \*\*\* Space:

\*\*\*

License: NV 074M15

Rental Rate\*

3@ \$	581.86	per wk	T \$	1745.58
4@ \$	83.21	ex day	T \$	332.84

\*Includes Unlimited Miles

## Additional Products

Loss Dmg Wvr Accepted @ \$ 89.99 per day \$ 2249.75

LIS Accepted @ \$ 18.85 per day \$ 471.25

PAI/PEC Accepted @ \$ 6.95 per day \$ 173.75

Frequent Flyer Surcharge \$ .00

Fuel Purchase Option Accepted \$ 74.31

You pre-purchased a full tank and may return at any fuel level.

## Service Charges/Taxes

CUSTOMER FACILITY CHARGE 100.00

VEHICLE LICENSE COST RECOVERY \$ 54.00

Tax 20.375 % On Est. Taxable Ttl \$ 2078.42 \$ 423.48

## ADJUSTMENTS

TOTAL ESTIMATED CHARGE \$ 5624.96

Credit Card Authorization Amount \$ 5825 .00

Rented by The Hertz Corporation

Vehicle: 01197 / 5057542 LocNum: NVLAS11 / 0117011

Miles Out: 2815 Plan: RCUW8 Class: P6

Rental Location: LAS VEGAS-MCCARRAN AP

Rental Time: 06 / 05 / 20 at 959 PM

Return Location: LAS VEGAS-MCCARRAN AP

Return Time: 06 / 30 / 20 at 900 PM

Rental Extensions/Changes 1-800-654-4174

Emergency Road Service 1-800-654-5060

For Explanation of Charges: WWW.HERTZ.COM/CHARGEEXPLAINED

This estimate assumes you will rent and return at the locations and times indicated, and that you will not exceed any mileage limitations.

Rental Rate subject to increase if You return Car more than 24 hours before or 24 hours after scheduled Return Time. Late returns may be subject to extra hour and/or extra day charges.

Charges indicated as \*\*\*\* will be calculated at return.

Taxable charges are preceded by a "T".

541228730

PG 1 OF 7 #

ROA Page 0906





Further information relating to Your rental charges, and other terms to which You agree, appear below.

FUEL & SERVICE CHARGES: YOU AGREE TO ACCEPT FUEL  
PURCHASE OPTION (FPO) AT \$ 74.31 PER RENTAL; NO CREDIT  
FOR FUEL IN CAR AT RETURN.  
YOU AGREE TO OPTIONAL SERVICES OF:  
PREM RD SVC DECLINED  
OTHER FEES AND ASSESSMENTS:  
CUSTOMER FACILITY CHARGE \$4.00 PER DAY  
VEHICLE LICENSE COST RECOVERY 2.56 PER DAY  
TAX RATE - 20.375 % APPLIES TO ALL CHARGES MARKED T  
TAX RATE INCLUDES 10.000% GOV. SERVICES FEE  
No "Additional Authorized Operators" Without Our Prior Written Approval.

CDP 1392782 - You Represent That You Are Specifically Authorized  
to Receive The Benefits Extended To Employees/Members Of  
HERTZ MEMBER PROGRAM

Passenger Capacity: The Passenger Capacity Of This Vehicle Is  
Determined By The Number of Seatbelts And, By Law, Must Not Be  
Exceeded. While In The Vehicle, Please Fasten Your Seatbelt.  
It Saves Lives And It's The Law. Should You Require A Larger Vehicle,  
Please Check At The Counter For Availability.

- You Will Be Charged An Administrative Fee Along With Towing/Impound Expenses If The Car Must Be Towed As A Result Of Your Negligence.
- We prohibit smoking in all Vehicles. Cleaning fee will apply for violations.
- Excessive Mileage On A Repeat Basis May Result In Suspension Of Future Renting Privileges.
- You Are Required To Contact Us To Extend The Rental If The Car Will Not Be Returned By The Due Date On The Rental Record.
- RETURN CHANGE FEE of \$10 will be applied if You return the Car to a different location from that which was scheduled, or if you return more than 12 hours after the date and time previously scheduled, and You notify us of an extension of Your rental by the return date and time previously scheduled by calling 1-800-654-4174. If you do not notify us of such a change, the LATE RETURN FEE of up to \$15 per day, up to a maximum of five (5) days/\$75 will apply. These fees will be applied in addition to any increase in rate that may occur as a result of changing the drop off location or the timeframe of Your rental.

RES ID: J41931069C4 PLAN - DWKL CLASS - O4  
PREPARED BY: 3193 / NVLAS11 PRINTED: 06 / 05 / 20 21 59

**REFUELING OPTIONS**

THE FOLLOWING APPLIES TO RENTALS FROM THIS LOCATION AND AMENDS AND SUPERSEDES SECTION 8. OF THE RENTAL AGREEMENT, RENTAL JACKET PORTION AND THE APPLICABLE REFUELING PROVISIONS OF GOLD AND PLATINUM PROGRAM TERMS:

**8. REFUELING OPTIONS**

Most Hertz rentals come with a full tank of gas, but that is not always the case. There are three refueling options:

1. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH AT LEAST AS MUCH FUEL AS WAS IN IT WHEN YOU RECEIVED IT, You will not pay Hertz a charge for fuel.

2. IF YOU DO NOT PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL AND YOU RETURN THE CAR WITH LESS FUEL THAN WAS IN IT WHEN YOU RECEIVED IT, Hertz will charge You a Fuel and Service Charge at the applicable per-mile or per-gallon rate specified on the Rental Record.

a. The per-mile rate is used if You do not buy fuel during the rental.

To calculate this amount, Hertz multiplies the number of miles driven, as shown on the car's odometer, times the per-mile rate shown on the Rental Record.

b. The per-gallon rate is used if You buy fuel during the rental but the tank is not as full when You return the Car as when You received it. To calculate this amount, Hertz multiplies the number of gallons needed to refill the fuel tank to the level it was at when You received the Car, times the per-gallon rate.

ALTHOUGH TWO METHODS ARE USED FOR EASE OF CALCULATION, THE PER-MILE AND PER-GALLON RATES PRODUCE APPROXIMATELY THE SAME RESULT.

3. IF YOU CHOOSE TO PURCHASE FUEL FROM HERTZ AT THE BEGINNING OF YOUR RENTAL BY SELECTING THE FUEL PURCHASE OPTION, You will be charged as shown on the Rental Record for that purchase. IF YOU CHOOSE THIS OPTION, YOU WILL NOT INCUR AN ADDITIONAL FUEL AND SERVICE CHARGE, BUT YOU WILL NOT RECEIVE ANY CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN, except in the following cases:

a. For rentals in Hawaii, if You return the Car with a full tank of fuel, You will receive a credit for the amount previously charged for the purchase of fuel from Hertz.

b. For rentals other than Replacement Rentals, if You drive the Car 75 miles or less and return it with less than a full tank of fuel, You will receive credit for the amount previously charged for the purchase of fuel from Hertz and will be charged for the fuel used at the per-mile rate shown on the Rental Record, but only if this will reduce the amount You pay for fuel.

EXCEPT FOR RENTALS AS TO WHICH CLAUSE (a) OR (b) OF SUBPARAGRAPH (3) BECOMES APPLICABLE, THE PER GALLON COST OF THE FUEL PURCHASE OPTION WILL ALWAYS BE LOWER THAN THE FUEL AND SERVICE CHARGE. BUT IF YOU ELECT THE FUEL PURCHASE OPTION YOU WILL NOT RECEIVE CREDIT FOR FUEL LEFT IN THE TANK AT THE TIME OF RETURN. THE COST OF REFUELING THE CAR YOURSELF AT A LOCAL SERVICE STATION WILL GENERALLY BE LOWER THAN THE FUEL AND SERVICE CHARGE OR THE FUEL PURCHASE OPTION. HOWEVER, THE FUEL AND SERVICE CHARGE AND THE FUEL PURCHASE OPTION ALLOW FOR THE CONVENIENCE OF NOT HAVING TO STOP AND REFUEL THE CAR PRIOR TO RETURN.



### IMPORTANT INFORMATION REGARDING TOLLS

You are responsible to pay all tolls. For your convenience, we offer PlatePass, an electronic toll payment system operated by PlatePass, L.L.C., for use on toll roads in the areas specified below.

\*\*\*\*\*

In the following areas all our vehicles (even without a windshield toll transponder) may use any cashless electronic toll lane: The entire States of FLORIDA, GEORGIA, COLORADO, NORTH CAROLINA AND TEXAS, in Seattle, the TACOMA NARROWS BRIDGE and the SR 520 BRIDGE

TO USE PLATEPASS IN THESE AREAS: pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE AREAS, use only traditional cash toll lanes (if available) and make payment directly to the toll authority. In both video and transponder toll areas, pay all tolls with cash or your own toll transponder (where permitted) compatible to the toll road, and if your rental vehicle includes a transponder, make sure it remains fully enclosed within the shield box. Some toll roads no longer accept cash payments. If you incur a toll on these roads, without using your own compatible transponder, and you do not utilize an alternate means of payment to the toll authority, you will be enrolled in PlatePass.

\*\*\*\*\*

In DELAWARE, ILLINOIS, INDIANA, MAINE, MARYLAND, MASSACHUSETTS, NEW HAMPSHIRE, NEW JERSEY, NEW YORK, OHIO, PENNSYLVANIA, VIRGINIA AND WEST VIRGINIA, the toll authority may allow for an alternate payment method, such as payment by mail or online. Please contact the applicable toll authority. In some of these states that operate gated cashless toll lanes, only vehicles equipped with a windshield toll transponder may access the cashless toll lanes.

TO USE PLATEPASS IN THESE STATES, slide the drawer holding the transponder out of the shield box and pass through the cashless toll lane. You will be billed automatically as outlined below.

IF YOU DO NOT WISH TO USE PLATEPASS IN THESE STATES, use only traditional cash lanes (if available) to make payment directly to the toll authority or contact the applicable toll authority for alternate payment options.

\*\*\*\*\*

CALIFORNIA CUSTOMERS: PlatePass coverage is available on the Golden Gate Bridge, San Francisco-Oakland Bay Bridge, Richmond-San Rafael Bridge, Carquinez Bridge, Benicia-Martinez Bridge, Antioch Bridge, San Mateo Bridge, Dumbarton Bridge, SR 73, SR 133, SR 241 and SR 261 ONLY. Coverage is NOT available on I-10, I-110, SR 91, I-15 Express Lanes and SR 125. On the Golden Gate Bridge, the toll authority allows for payment online or in person up to 30 days before crossing or within forty-eight (48) hours after crossing the cashless toll bridge. Detailed information is available at [www.bayareafastrak.org](http://www.bayareafastrak.org) In Southern California, for toll roads that accept PlatePass, the toll authority allows for payment by phone/online within five (5) days of accessing the toll road. If you travel in the excluded HOV lanes in Southern California or if you travel on toll roads in Southern California that do not accept PlatePass, you will be charged an administrative fee of \$30.00 in addition to tolls and penalties.

\*\*\*\*\*

NOTE: Certain toll roads do not accept cash. If you travel on such a toll road without a personal transponder that can be used on the toll road, and you do not utilize an alternate means of payment to the toll authority, you will be required to use PlatePass and be billed automatically as outlined below, or incur toll charges or violations for which you will be responsible.



Where permitted by Toll Authorities, you may opt to use your personal transponder. Follow the instructions above for NOT utilizing PlatePass and install a compatible transponder properly.

If PlatePass is used, PlatePass L.L.C. will charge you a convenience fee of \$5.95 for each calendar day of your rental on which tolls are incurred plus incurred tolls at the Toll Authority's cash toll rate or highest undiscounted toll rate. PlatePass L.L.C. will separately charge your credit or debit card the applicable charges after the close of your rental. Charges typically take 1-3 weeks after the rental closes to appear on your statement, but a longer delay may occur. Cash customers will be invoiced.

**PARKING AND MOVING CITATIONS.** You are responsible for the payment of all vehicle parking and moving citations assessed against You or the Car during the rental period, including all such citations captured by camera and any related fines, fees or penalties. If a citation-issuing authority notifies us that we may be liable for any such citation and any related fines, fees or penalties, You will be charged an administrative fee of up to \$42.00 for each such notification. You authorize us to release your billing/rental information to PlatePass, L.L.C. and ATS Processing Services, L.L.C. to process and bill for all tolls and moving citations and administrative charges and service fees.





ARBITRATION PROVISION: THIS AGREEMENT REQUIRES ARBITRATION OR A SMALL CLAIMS COURT CASE ON AN INDIVIDUAL BASIS, RATHER THAN JURY TRIALS OR CLASS ACTIONS. BY ENTERING INTO THIS AGREEMENT, YOU AGREE TO THIS ARBITRATION PROVISION.

Except for claims for property damage, personal injury or death, ANY DISPUTES BETWEEN You and us ("us" and "we" for the purposes of this Arbitration Provision means The Hertz Corporation, ("Hertz") its parent and affiliate corporations, and their respective officers, directors and employees and any vendor or third party providing services for this rental transaction) MUST BE RESOLVED ONLY BY ARBITRATION OR IN A SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS AND CLASS ACTIONS ARE NOT ALLOWED. YOU AND WE EACH WAIVE THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER. You and we remain free to bring any issues to the attention of government agencies.

This Arbitration Provision's scope is broad and includes, without limitation, any claims arising from or relating to this Agreement or any aspect of the relationship or communications between us, whether based in contract, tort, statute, fraud, misrepresentation, equity, or any other legal theory. It is governed by the Federal Arbitration Act, 9 U.S.C. 1 et seq.

In any arbitration under this Arbitration Provision, all issues are for the arbitrator to decide, including his or her own jurisdiction, and any objections with respect to the existence, scope or validity of this Arbitration Provision. The arbitration will take place in the county of Your billing address unless agreed otherwise.

The American Arbitration Association ("AAA") will administer any arbitration pursuant to its Consumer Arbitration Rules (the "Rules"). You can obtain the Rules at [www.adr.org](http://www.adr.org).

You or we may commence an arbitration by providing a written demand for arbitration to the other (to us: The Hertz Corporation, 8501 Williams Road, Estero, FL 33928 Attn: Arbitration) and two copies of the demand to the AAA. If You seek \$10,000 or less through arbitration, we will reimburse You for any AAA required filing fee.

The arbitrator may award injunctive relief as well as money, but only in favor of and as warranted by the claim of the individual party seeking relief. Judgment on the arbitral award may be entered in any court having jurisdiction. An arbitration award and any judgment confirming it apply only to the specific parties in that case and cannot be used in any other case except to enforce the award itself. The arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of representative or class action.

IF YOU DO NOT WISH TO AGREE TO THIS ARBITRATION PROVISION, YOU MUST NOTIFY HERTZ IN WRITING WITHIN 30 DAYS OF YOUR RECEIPT OF THIS AGREEMENT BY EMAIL AT [no.arbitration@hertz.com](mailto:no.arbitration@hertz.com) OR BY MAIL TO The Hertz Corporation, 8501 Williams Road, Estero, FL 33928, Attn: Arbitration. Include Your name, address, the number at the top of this Rental Record, and a clear statement that You do not agree to this Arbitration Provision. If you have previously notified Hertz of Your decision to opt out of this Arbitration Provision, You do not need to do so again.

541228730



## TO BE CHARGED TO:

DISC XXXXXXXXXXXX4070 &lt; AUTH \$5825 .00 / 00637P

The Vehicle may be equipped with telematics technology that allows us to track or otherwise locate, disable and repossess the Vehicle and to obtain data about the Vehicle's use during your rental, including fuel usage and miles driven. By entering into this Agreement, You consent to our use of such telematics during your rental as permitted by applicable law.

Liability Protection: If You DO NOT elect Liability Insurance Supplement (LIS) and/or You violate the Terms and Conditions of the Rental Agreement, where permitted by law, if Hertz makes any payment as a result of an accident You are responsible to indemnify Hertz for all payments made including attorney fees and costs. If You elect LIS, LIS provides protection from liability for third party automobile claims for the difference between the liability limits in Paragraph 10 of the Rental Agreement and the maximum combined single limit of \$1,000,000 for bodily injury, including death and property damage. LIS also includes uninsured/underinsured motorist coverage (while occupying the Car) for bodily injury and property damage, if applicable, for the difference between the statutory minimum underlying limits and \$1,000,000 for each accident.

STATE LAW REQUIRES THE OPERATOR AND ALL PASSENGERS AGE 6 AND OVER, OR LESS THAN 60 POUNDS, REGARDLESS OF AGE, TO USE THEIR SAFETY BELTS. If you decline Loss Damage Waiver (LDW), which is optional, You may be responsible for any loss or damage to the Car regardless of fault -- see Par. 4 of the Rental Agreement Terms And Conditions, which appear on the folder (GN1900005) delivered to You with this Rental Record (the Rental Terms). Coverage for all or part of Your responsibility may be provided by Your own auto insurance or under your credit card agreement. By signing below, You acknowledge that You have read, understand, accept and agree to the above and the Rental Terms, and You accept or decline the Optional Services as shown on Card 1 and Card 2.

X \_\_\_\_\_

541228730

Our Privacy Policy governs the use of data about you. A copy of the policy is available at the rental counter and online at [hertz.com](http://hertz.com)

# STATE BAR OF NEVADA

July 17, 2020

Via email only to [leventhalandassociates@gmail.com](mailto:leventhalandassociates@gmail.com)

Todd Leventhal, Esq.  
626 S. Third St.  
Las Vegas, NV 89101

RE: Grievance File No. OBC20-0706/Zan Mitrov

Dear Mr. Leventhal:

The Office of Bar Counsel has received the enclosed correspondence from Zan Mitrov which alleges professional misconduct on your part. As such, a grievance file has been opened, and I have been assigned as the investigator on the file.

Please respond in writing to this grievance. Your response should address each allegation contained within Mr. Mitrov's grievance. All documentation in support of your response should be included.

Your response should also include the following information related to your representation of Mr. Mitrov:

1. Copies of all retainer agreements;
2. An accounting of all funds your office received from the client;
3. If you received funds intended for a victim, provide proof that the victim was paid;
4. Provide the status of returning the Viper to your client; and
5. Explain if you provided the client with a copy of his file(s) after your withdrawal.

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, Bar Counsel will ask the screening panel of the Southern Nevada Disciplinary Board 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 **no later than July 31, 2020**.

Sincerely,

*Louise Watson*

Louise Watson, CP  
Sr. Certified Paralegal/Investigator  
Office of Bar Counsel  
Phone: 702-317-1453  
Email: [louisew@nvbar.org](mailto:louisew@nvbar.org)

Enclosure



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](http://www.nvbar.org)

# LEVENTHAL & ASSOCIATES, PLLC

626 S. 3rd. Street, Las Vegas, NV 89101 \* Telephone 702-472-8686 \* Facsimile 702-472-8685

ALSO ADMITTED IN CALIFORNIA

22 Battery St. Suite 200, San Francisco, California, 94111

July 29, 2020

Via email: [louise@nvbar.org](mailto:louise@nvbar.org)

State Bar of Nevada  
Louise Watson, CP  
Sr. Certified Paralegal/Investigator  
3100 W. Charleston Ste 100  
Las Vegas, NV 89102

RE: Grievance File No.:OBC20-0706/Zan Mitrov

Dear Mrs. Watson,

I am in receipt of the fee dispute dated July 17, 2020. Mr. Mitrov came to my office on or about July 17, 2019. I've known Mr. Mitrov for almost 8 years. I represented him in a case where he was charged with stealing a commercial vehicle used at a mining company many years ago and I got him a misdemeanor for that case. Mr. Mitrov was quoted \$5500 for two cases 19F04218X and 19F10566X both felony cases and both include trafficking and possession of methamphetamine and possession of stolen property. Mr. Mitrov left a deposit of \$500.00 see attached receipt (exhibit 1). On July 23, 2019, I appeared at court with Mr. Mitrov and on my way back to my office Mr. Mitrov handed me \$1500 after court, he indicated he had no time to come to the office, he got into his car and said he would be back for a receipt but he never did.

On or about November of 2019, Mr. Mitrov picked up a DUI case in which I quoted him \$2500 to handle the new case. I did not received any money for this case until he called me on a Friday to pick up money and he indicated that he would be partying that weekend and knew he would spend it. Therefore, I picked up \$900.00 as I was leaving town. Up to this point his account balance was \$5100.00. I continued to represent him on all three cases (exhibit 2).

On February 4, 2020, we did discuss an offer for his case 19F10566X (exhibit 3): possession of stolen vehicle, no recommendation, dismissed count 2 and restitution of \$8000.00 to be paid directly to my office and I would issue payment to the victim. However, no money was received from Mr. Mitrov for restitution. My office staff always gives receipts for all payments received.

On May 21, 2020, Mr. Mitrov came to my office and handed me a \$3000.00 check (see exhibit 4). These were all the monies received from Mr. Mitrov.



As far as the car is concerned I was without a car and Mr. Mitrov offered to let me use his car as he has many cars. The car broke down and I had my mechanic pick up the car and tow it to his shop. The car was never part of payment or collateral. Mr. Mitrov was free to pick up the car at any time. Mr. Mitrov since then has picked up the car from the mechanics shop. I do not have possession of the car at this time.

Currently Mr. Mitrov has a balance of \$2100.00 in attorney fees and \$8000.00 for restitution owed to Leventhal and Associates.

Sincerely,



Todd M. Leventhal, Esq.

# EXHIBIT 1

**RECEIPT** No. 765257

DATE 7/17/19

FROM Zan Mitrov \$500.00

five hundred 00 DOLLARS

☐ FOR RENT ☐ FOR CAFE

ACCT. ☒ CASH

PAID 500 ☐ CHECK

DUE ☐ MONEY ORDER

☐ CREDIT CARD

FROM Zan TO Vee

BY [Signature]

A-1152  
T-4161

# EXHIBIT 2



# REGISTER OF ACTIONS

## CASE NO. 19F10566X

State of Nevada vs. Mitrov, Zan

§  
§  
§  
§  
§

Case Type: **Felony**  
 Date Filed: **06/20/2019**  
 Location: **JC Department 2**

### PARTY INFORMATION

Defendant Mitrov, Zan

**Lead Attorneys**  
**Todd M. Leventhal**  
*Retained*  
 702-472-8686(WA)

State of  
Nevada

State of Nevada

### CHARGE INFORMATION

Charges: Mitrov, Zan	Statute	Level	Date
1. Poss drug not for i-state commerce [51366]	454.351	Misdemeanor	05/25/2019
2. Poss drug not for i-state commerce [51366]	454.351	Misdemeanor	05/25/2019
999.Traffick sch I c/s, flntrzpm/GHB, 4-14 grm [51156]	453.3385.1	Felony	05/25/2019

### EVENTS & ORDERS OF THE COURT

#### DISPOSITIONS

06/19/2019 **Disposition** (Judicial Officer: Sciscento, Joseph S.)  
 999. Traffick sch I c/s, flntrzpm/GHB, 4-14 grm [51156]  
 DA Denial

02/11/2020 **Plea** (Judicial Officer: Sciscento, Joseph S.)  
 1. Poss drug not for i-state commerce [51366]  
 Nolo Contendere  
 2. Poss drug not for i-state commerce [51366]  
 Nolo Contendere

02/11/2020 **Disposition** (Judicial Officer: Sciscento, Joseph S.)  
 1. Poss drug not for i-state commerce [51366]  
 Guilty of Lesser Offense  
 2. Poss drug not for i-state commerce [51366]  
 Guilty of Lesser Offense

02/11/2020 **Misdemeanor Sentence** (Judicial Officer: Sciscento, Joseph S.)  
 1. Poss drug not for i-state commerce [51366]  
 Condition - Adult:  
 1. Suspended Jail Sentence, 180 Days consecutive per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 2. Stay Out of Trouble, 02/11/2020 - 05/12/2020, Active 02/11/2020  
 3. Drug Abstinence Support Meetings, 40 Meetings- Defendant to Provide Proof concurrent per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 Comment (All requirements to run concurrent per count except suspended sentence to run consecutive)  
 2. Poss drug not for i-state commerce [51366]  
 Condition - Adult:  
 1. Suspended Jail Sentence, 180 Days consecutive per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 2. Stay Out of Trouble, 02/11/2020 - 05/12/2020, Active 02/11/2020  
 3. Drug Abstinence Support Meetings, 40 Meetings- Defendant to Provide Proof concurrent per count 02/11/2020 - 05/12/2020, Active 02/11/2020  
 Comment (All requirements to run concurrent per count except suspended sentence to run consecutive)

#### OTHER EVENTS AND HEARINGS

05/26/2019 **Standard Bail Set**  
 Ct1: \$5000 Cash/\$5000 Surety

05/26/2019 **CTRACK Track Assignment JC02**

05/26/2019 **Standard Bail Set**  
 Ct2: \$10000 Cash/\$10000 Surety

05/26/2019 **Probable Cause Review Packet - Initial Appearance Court**

05/26/2019 **Surety Bond Acceptance-Notice of Appearance**

05/26/2019 **Surety Bond**

05/27/2019 **CANCELED Initial Appearance Justice Court (PC Review) (9:00 AM)** (Judicial Officer Letizia, Harmony)  
 Custody Change - Surety Bond Posted

05/27/2019 **CANCELED Initial Appearance Justice Court (DNA PC Review) (9:00 AM)** (Judicial Officer Letizia, Harmony)  
 Custody Change - Surety Bond Posted  
 Out of custody. Bond posted

05/27/2019 **Waiver of Extradition After Admission to Bail**

06/19/2019 **CTRACK Case Modified**

Judge/SCI;  
06/20/2019 **Criminal Complaint**  
06/25/2019 **CANCELED Felony Court Return Date (8:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*Vacated - Complaint Filed*  
*Out of custody. Bond posted*  
06/25/2019 **Initial Appearance (8:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*Surety Bond*  
Result: Bench Warrant Issued  
06/25/2019 **Bench Warrant Ordered Issued - Defendant Failed to Appear**  
*\$13,000/13,000 total bail*  
06/25/2019 **Notice of Intent to Forfeit Surety Bond Ordered**  
06/25/2019 **Forfeiture Matters Administratively Transferred**  
*All bond/bail forfeiture matters administratively transferred to Department 12. The Pay or Surrender date is 12/22/2019*  
06/25/2019 **Minute Order - Department 02**  
06/25/2019 **Notice of Intent & Order of Forfeiture - Surety Bond**  
06/25/2019 **Warrant Issued**  
06/25/2019 **Bench Warrant - Face Sheet**  
06/25/2019 **Bench Warrant Confidential**  
07/19/2019 **Motion to Quash Bench Warrant**  
07/23/2019 **Motion (8:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*Surety Bond*  
Result: Motion Granted  
07/23/2019 **Motion to Quash Bench Warrant**  
*Motion Granted*  
07/23/2019 **Warrant Ordered Quashed**  
07/23/2019 **Notice of Intent on Surety Bond Ordered Recalled**  
07/23/2019 **Initial Appearance Completed**  
*Advised of Charges on Criminal Complaint, Waives Reading of Criminal Complaint*  
07/23/2019 **Counsel Confirms as Attorney of Record**  
*T. Leventhal, Esq*  
07/23/2019 **Minute Order - Department 02**  
07/23/2019 **Warrant Recalled**  
10/23/2019 **Preliminary Hearing (9:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*Surety bond*  
Result: Matter Heard  
10/23/2019 **Motion to Continue - Defense**  
*Motion Granted*  
10/23/2019 **Preliminary Hearing Date Reset**  
10/23/2019 **Minute Order - Department 02**  
02/11/2020 **Preliminary Hearing (9:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*Surety Bond*  
Result: Matter Heard  
02/11/2020 **Per Negotiations, State Amends Charge(s) to Misdemeanor**  
02/11/2020 **Defendant Waives the Right to Trial**  
02/11/2020 **Judgment Entered**  
02/11/2020 **Surety Bond Ordered Exonerated**  
*FCS25-1993581*  
02/11/2020 **Minute Order - Department 02**  
02/11/2020 **Surety Bond Exonerated**  
02/12/2020 **Notice of Disposition and Judgment**  
04/30/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**  
04/30/2020 **Summons Ordered**  
05/06/2020 **Summons Issued**  
06/17/2020 **Motion**  
*to withdraw as attorney of record.*  
06/22/2020 **Motion (8:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*No bail posted*  
Result: Matter Heard  
06/22/2020 **Motion to Withdraw as Counsel**  
*by Defense - Motion Granted*  
06/22/2020 **Future Court Date Stands**  
*7/28/2020 8am*  
06/22/2020 **Minute Order - Department 02**  
07/28/2020 **Status Check on Requirements (8:00 AM)** (Judicial Officer Sciscento, Joseph S.)  
*No bail posted*  
*05/12/2020 Reset by Court to 07/28/2020*  
Result: Matter Heard  
07/28/2020 **Requirements Status Note**  
*proof of completion of 40 Narcotics Anonymous Meetings shown to State in open court*  
07/28/2020 **Side Bar Conference Held**  
07/28/2020 **Case Closed - Requirement(s) Completed**  
07/28/2020 **Minute Order - Department 02**

#### FINANCIAL INFORMATION

	<b>Defendant Mitrov, Zan</b>	
	<b>Total Financial Assessment</b>	50.00
	<b>Total Payments and Credits</b>	50.00
	<b>Balance Due as of 07/29/2020</b>	0.00
05/26/2019	Transaction Assessment	50.00
05/26/2019	Payment (Window)	(50.00)
	Receipt # PT-2019-04052	
	911 Bail Bonds	

## REGISTER OF ACTIONS

### CASE NO. 19F04218X

State of Nevada vs. Mitrov, Zan

§  
§  
§  
§  
§

Case Type: **Felony**  
 Date Filed: **03/05/2019**  
 Location: **JC Department 7**

#### PARTY INFORMATION

Defendant Mitrov, Zan

**Lead Attorneys**  
**Todd M. Leventhal**  
*Retained*  
 702-472-8686(W)

State of Nevada

#### CHARGE INFORMATION

Charges: Mitrov, Zan	Statute	Level	Date
1. Poss drug not for i-state commerce [51366]	454.351	Misdemeanor	03/05/2019
999. Disply fictitious, cancelled, revoked, suspd or altered veh reg, lic plate or cert of title [53657]	482.545.2	Misdemeanor	03/05/2019
999. Use or possess drug paraphernalia [51339]	453.566	Misdemeanor	03/05/2019

#### EVENTS & ORDERS OF THE COURT

##### DISPOSITIONS

03/20/2019 **Disposition**  
 999. Disply fictitious, cancelled, revoked, suspd or altered veh reg, lic plate or cert of title [53657]  
 DA Denial

03/20/2019 **Disposition**  
 999. Use or possess drug paraphernalia [51339]  
 DA Denial

09/03/2019 **Plea** (Judicial Officer: Bennett-Haron, Karen P.)  
 1. Poss drug not for i-state commerce [51366]  
 Nolo Contendere

09/03/2019 **Disposition** (Judicial Officer: Bennett-Haron, Karen P.)  
 1. Poss drug not for i-state commerce [51366]  
 Guilty of Lesser Offense

09/03/2019 **Misdemeanor Sentence** (Judicial Officer: Bennett-Haron, Karen P.)  
 1. Poss drug not for i-state commerce [51366]  
 Condition - Adult:  
     1. Community Service, 25 Hours In Lieu of fine - \$ fees to be paid 09/03/2019, , Closed 12/03/2019  
     2. Drug Counseling (Short Term), Defendant can complete counsel online 09/03/2019, , Satisfied 12/03/2019  
     3. Stay Out of Trouble, 09/03/2019, , Satisfied 12/03/2019  
     4. Suspended Jail Sentence, 30 days 09/03/2019, , Closed 12/03/2019  
 Fee Totals:  
     AA Fees \$95.00  
     County Fine-Criminal \$155.00  
 Fee Totals \$ \$250.00

##### OTHER EVENTS AND HEARINGS

03/06/2019 **Standard Bail Set**  
 Ct1: \$3000 Cash/\$3000 Surety

03/06/2019 **CTRAK Track Assignment JC07**

03/06/2019 **Standard Bail Set**  
 Ct2: \$1000 Cash/\$1000 Surety

03/06/2019 **Standard Bail Set**  
 Ct3: \$1000 Cash/\$1000 Surety

03/06/2019 **Initial Appearance Justice Court (DNA PC Review)** (1:30 PM) (Judicial Officer Graham, Elana Lee)  
 Result: Matter Heard

03/06/2019 **Financial Affidavit**

03/06/2019 **Nevada Risk Assessment Tool**

03/06/2019 **Own Recognizance release NPR**

03/06/2019 **Release Agreement**

03/06/2019 **Probable Cause Review Packet - Initial Appearance Court**

03/06/2019 **CTRAK Case Modified**  
 Judge/BEN;

03/06/2019 **Pretrial Services Released Defendant on O/R**

03/06/2019 **Probable Cause existed for the defendant's arrest**

Therefore, the defendant's biological specimen shall be submitted to the appropriate forensic laboratory for genetic marker analysis for count 1 and count 3

03/06/2019 **Probable Cause did not exist for the defendant's arrest**  
Therefore, the defendant's biological specimen shall be destroyed within 5 business days after the jail's recipient of this determination for count 2

03/06/2019 **Future Court Date Stands**  
4/8/19 at 8:00 a.m.

03/06/2019 **Minute Order - Initial Appearance**

03/06/2019 **Release Agreement**

03/20/2019 **CTRACK Case Modified**

03/22/2019 **Criminal Complaint**

04/08/2019 **CANCELED Felony Court Return Date (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
Vacated

04/08/2019 **Initial Appearance (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
O/R  
Result: Matter Heard

04/08/2019 **Counsel Confirms as Attorney of Record**  
M. Pandullo, Esq.

04/08/2019 **Motion to Continue - State**  
Motion granted.

04/08/2019 **Minute Order - Department 07**

05/22/2019 **CANCELED Status Check on Filing of Criminal Complaint (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
Criminal Complaint Filed  
O/R

05/22/2019 **Initial Appearance (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
O/R  
Result: Summons Issued

05/22/2019 **Summons Ordered**

05/22/2019 **Minute Order - Department 07**

05/22/2019 **Summons Issued**

06/26/2019 **Summons Return Hearing (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
O/R  
Result: Bench Warrant Issued

06/26/2019 **Court reviews history of case**

06/26/2019 **Bench Warrant Ordered Issued - Defendant Failed to Appear**  
\$3,000/3,000 total Matter called at 10:03 am

06/26/2019 **Comment**  
M. Pandullo, Esq. is currently inactive.

06/26/2019 **Minute Order - Department 07**

06/26/2019 **Warrant Issued**

06/26/2019 **Bench Warrant - Face Sheet**

06/26/2019 **Bench Warrant Confidential**

07/19/2019 **Motion to Quash Bench Warrant**

07/23/2019 **Motion (8:00 AM) (Judicial Officers Pro Tempore, Judge, Jansen, William D.)**  
O/R  
Result: Motion Granted

07/23/2019 **Counsel Substitutes in as Attorney of Record**  
T. Leventhal, Esq.

07/23/2019 **Motion to Quash Bench Warrant**  
by Defense. Motion granted.

07/23/2019 **Warrant Ordered Quashed**

07/23/2019 **Matter Not Negotiated - Preliminary Hearing/Trial Date Set**

07/23/2019 **Minute Order - Department 07**

07/23/2019 **Warrant Recalled**

08/27/2019 **Preliminary Hearing (9:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
O/R  
Result: Matter Heard

08/27/2019 **Continued For Negotiations**  
and defendant's presence

08/27/2019 **Minute Order - Department 07**

09/03/2019 **Negotiations (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
O/R  
Result: Matter Heard

09/03/2019 **Comment**  
Defendant is a truck driver

09/03/2019 **Judgment Entered**

09/03/2019 **Minute Order - Department 07**

09/06/2019 **Notice of Disposition and Judgment**

12/03/2019 **Status Check (8:00 AM) (Judicial Officer Bennett-Haron, Karen P.)**  
O/R  
Result: Matter Heard

12/03/2019 **Case Closed - Requirement(s) Completed**

12/03/2019 **Minute Order - Department 07**

#### FINANCIAL INFORMATION

	<b>Defendant Mitrov, Zan</b>		
	Total Financial Assessment		255.00
	Total Payments and Credits		255.00
	<b>Balance Due as of 07/29/2020</b>		<b>0.00</b>
09/03/2019	Transaction Assessment		250.00
09/09/2019	Web Criminal	Receipt # CCS-2019-09693	Mitrov, Zan (250.00)



09/09/2019	Transaction Assessment
09/09/2019	Web Criminal
09/09/2019	HPS Credit

Receipt # CCS-2019-09694

Mitrov, Zan

5.00
(0.50)
(4.50)

# REGISTER OF ACTIONS

## CASE NO. 20F07538X

State of Nevada vs. MITROV, ZANE

§  
§  
§  
§  
§  
§

Case Type: **Misdemeanor**  
 Date Filed: **05/04/2020**  
 Location: **JC Department 13**

### PARTY INFORMATION

Defendant MITROV, ZANE

Lead Attorneys  
**Todd M. Leventhal**  
*Retained*  
 702-472-8686(W)

State of  
Nevada

State of Nevada

### CHARGE INFORMATION

**Charges: MITROV, ZANE**

	Statute	Level	Date
1. Use/under infl sch I, II, III, IV c/s [51310]	453.411.3a	Felony	11/01/2019
2. DUI of alcohol and/or controlled or prohibited substance, 1st offense [53900]	484C.110/484C.400.1a	Misdemeanor	11/01/2019
3. Driver fail to obey traffic control devices [53760]	484B.300	Misdemeanor	11/01/2019

### EVENTS & ORDERS OF THE COURT

**OTHER EVENTS AND HEARINGS**

11/01/2019 **Standard Bail Set**  
*Ct1: \$2000 Cash/\$2000 Surety*

11/01/2019 **CTRAK Track Assignment JC02**

11/01/2019 **Standard Bail Set**  
*Ct2: \$1000 Cash/\$1000 Surety*

11/01/2019 **Surety Bond**

11/01/2019 **Surety Bond Acceptance-Notice of Appearance**

11/01/2019 **Probable Cause Review Packet - Initial Appearance Court**

01/07/2020 **Misdemeanor Court Return Date (7:30 AM)** (Judicial Officer Cruz, Cynthia)  
*Surety Bond*  
 Result: Matter Heard

01/07/2020 **Counsel Confirms as Attorney of Record**  
*T. Leventhal, Esq.*

01/07/2020 **Motion to Continue - State**  
*for 120 days - Motion Granted*

01/07/2020 **Continued for Status Check on filing of Criminal Complaint**

01/07/2020 **Surety Bond Ordered Exonerated**  
*IS3K-355981*

01/07/2020 **Minute Order - Department 13**

01/09/2020 **Surety Bond Exonerated**

03/06/2020 **CTRAK Case Modified**  
*Judge/SCI;*

04/14/2020 **CTRAK Changed Case Number**  
*New Case Number - 20F07538X; Old Case Number - 19M22950X*

04/28/2020 **Matter Continued or Rescheduled - Administrative Order 20-03**

04/30/2020 **CTRAK Case Modified**  
*Case Type/F; Judge/BAS;*

05/04/2020 **Criminal Complaint**

05/04/2020 **Notice of Intent - Audiovisual Technology**  
*Notice of Intent to use audiovisual technology pursuant to NRS 171.1975 to present live testimony at Preliminary Hearing Examination due to Covid-19 Outbreak Filed in Open Court.*

06/17/2020 **Motion**  
*to withdraw as attorney of record.*

06/22/2020 **Motion (7:30 AM)** (Judicial Officer Baucum, Suzan)  
*No Bail Posted*  
 Result: Motion Granted

06/22/2020 **Motion to Withdraw as Counsel**  
*by T. Leventhal, Esq. - Motion Granted*

06/22/2020 **Defendant's Presence**

06/22/2020 **Future Court Date Stands**  
*8/3/20 at 7:30 am*

06/22/2020 **Minute Order - Department 13**

08/03/2020 **CANCELED Status Check on Filing of Criminal Complaint (7:30 AM)** (Judicial Officer Baucum, Suzan)  
*Criminal Complaint Filed*  
*No Bail Posted*  
*05/12/2020 Reset by Court to 08/03/2020*

08/03/2020 **Initial Appearance (7:30 AM)** (Judicial Officer Baucum, Suzan)  
*No Bail Posted*

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**FINANCIAL INFORMATION**

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**Defendant MITROV, ZANE**  
Total Financial Assessment  
Total Payments and Credits  
**Balance Due as of 07/29/2020**

50.00  
50.00  
**0.00**

11/01/2019 Transaction Assessment  
11/01/2019 Payment (Window)

Receipt # PT-2019-08687

8-Ball Bail Bonds

50.00  
(50.00)

# EXHIBIT 3





Todd Leventhal <leventhalandassociates@gmail.com>

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**19F10566X; Zan Mitrov; Prelim Offer 2/11**

1 message

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**Yu Meng** <Yu.Meng@clarkcountyda.com>

Tue, Feb 4, 2020 at 9:47 AM

To: "leventhalandassociates@gmail.com" <leventhalandassociates@gmail.com>

Good morning Mr. Leventhal,

The offer for Mr. Mitrov is PSV (C), no rec, d/m ct 2, restitution. Please let me know by 3pm on 2/10 if this matter is going. Thank you!

Respectfully,

Yu Meng

Deputy District Attorney

200 Lewis Avenue

Las Vegas, NV 89155

Phone: (702) 671-2539

Fax: (702) 868-2467

Email: yu.meng@clarkcountyda.com

# EXHIBIT 4


**WELLS FARGO****Check Details**

Item #	Bank	Account #	Check #	Amount
1	WELLS FARGO BK NA	...0656	1015	\$3,000.00

<b>M2 FREIGHT BROKERS LLC</b> 6225 S. Mojave Rd. 5th D Las Vegas, NV 89120		<b>1015</b> 94-707473212 1728	
DATE <b>05/21</b>			
PAY TO THE ORDER OF <b>TODD LEVENTHAL</b>		<b>\$ 3,000</b>	
<b>THREE THOUSAND 00/100</b>		DOLLARS	
POP			

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images.

You can see full or partial fronts and backs of the images by using the link at the top of the window.

 Equal Housing Lender

# EXHIBIT A



JUSTICE COURT, LAS VEGAS TOWNSHIP  
CLARK COUNTY, NEVADA

THE STATE OF NEVADA,

Plaintiff,

-vs-

AMALIA SOSA-AVILA, aka,  
Amalia Eva Sosa Avila #1921777,

Defendant.

CASE NO: 20F00283A

DEPT NO: 12

CRIMINAL COMPLAINT

The Defendant above named having committed the crimes of CONSPIRACY TO COMMIT BURGLARY (Gross Misdemeanor - NRS 205.060, 199.480 - NOC 50445); BURGLARY (Category B Felony - NRS 205.060 - NOC 50424); POSSESSION OF CREDIT OR DEBIT CARD WITHOUT CARDHOLDER'S CONSENT (Category D Felony - NRS 205.690 - NOC 50790); and FRAUDULENT USE OF CREDIT OR DEBIT CARD (Category D Felony - NRS 205.760(1) - NOC 50796), in the manner following, to wit: That the said Defendant, on or about the 30th day of November, 2019, at and within the County of Clark, State of Nevada,

COUNT 1 - CONSPIRACY TO COMMIT BURGLARY

did willfully and unlawfully conspire with Wesley Avila to commit a burglary, by the defendant and/or Wesley Avila committing the acts as set forth in Count 2, said acts being incorporated by this reference as though fully set forth herein.

COUNT 2 - BURGLARY

did willfully, unlawfully, and feloniously enter a building, owned or occupied by HOME DEPOT, located at 7015 Arroyo Crossing Parkway, Las Vegas, Clark County, Nevada, with intent to commit a felony, to wit: forgery and/or fraudulent use of credit card.

COUNT 3 - POSSESSION OF CREDIT OR DEBIT CARD WITHOUT CARDHOLDER'S CONSENT

did willfully, unlawfully, and feloniously, have in her possession, without the consent of the cardholder, a credit or debit card, to wit: a credit card ending in 2229, issued in the

11/7/20 JCB J112 P/C PH: 1/22/2020

W:\2020\2020F\002\83\20F00283-COMP-001.DOCX

LEV000039

1 name of DEAN BOWMAN, with intent to circulate, use, sell, or transfer said card, with intent  
2 to defraud the cardholder and/or the issuer of said credit or debit card.

3 COUNT 4 - FRAUDULENT USE OF CREDIT OR DEBIT CARD

4 did then and there willfully, unlawfully, feloniously, and with intent to defraud, use a  
5 credit card ending in 2229, issued in the name of DEAN BOWMAN, the Defendant presenting  
6 the said debit or credit card to HOME DEPOT, located at 7015 Arroyo Crossing Parkway, Las  
7 Vegas, Clark County, Nevada, to obtain money, goods, property, services or anything of value,  
8 to wit: by defendant using said credit card to make a purchase at HOME DEPOT, the  
9 Defendant not being the cardholder, nor being authorized by the cardholder to use said card or  
10 card number.

11 All of which is contrary to the form, force and effect of Statutes in such cases made and  
12 provided and against the peace and dignity of the State of Nevada. Said Complainant makes  
13 this declaration subject to the penalty of perjury.

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27 20F00283A/mab  
28 LVMPD EV# 191299999832  
(TK12)

W:\2020\2020F\002\83\20F00283-COMP-001.DOCX

LEV000040

\*PAGE 1 OF 1 ☐ UOF ☒ BODY CAM  
\*ID/CS# 1921777 ☐ NEW ID  
☐ JUVENILE ☐ DNA SAMPLE TAKEN ☒ DNA NOT REQ'D  
CO. SGT APPROVAL  
☐ REBOOK ☐ ABSENTIA ☐ FORM 6 ☐ NDOC ☐ EXT TO LAS VEGAS ☐ LVC ☐ HND ☐ NLV ☐ COURTESY HOLD ☐ DETAINER

CO-Def A

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**TEMPORARY CUSTODY RECORD**  
(\* DENOTES OFFICER REQUIRED FIELD)

TCR1063717  
\*ARREST DATE: 1/4/2020 \*ARREST TIME: 10:12  
\*EVENT #: LLV191299999832  
\*CO-DEF: YES

*INTAKE NAME (AKA, ALIAS, ETC.) LAST FIRST MIDDLE SOSA-AVILA AMALIA				TRUE NAME LAST FIRST MIDDLE SOSA AVILA AMALIA EVA MARIA																			
*HOME ADDRESS (STREET # AND STREET NAME) TRANSIENT UNL				BLDG / APT. #		*CITY LAS VEGAS		*STATE NV		*ZIP 89103		*PLACE OF BIRTH ALBUQUERQUE, NM											
*DATE OF BIRTH 1986		*RACE W		*HISP ETHN H		*SEX F		*HEIGHT 5'08"		*WEIGHT 195		*HAIR BRO		*EYES GRN		*SOCIAL SECURITY # 6055		*CITIZENSHIP USA		*ALIEN REGISTRATION #		<input type="checkbox"/> US VETERAN <input type="checkbox"/> ACTIVE MILITARY	
*LOCATION OF CRIME (STREET ADDRESS, CITY, STATE, ZIP) <input checked="" type="checkbox"/> CO <input type="checkbox"/> LV 3226 SPRING MOUNTAIN RD LAS VEGAS NEVADA 89103										*LOCATION OF ARREST (STREET ADDRESS, CITY, STATE, ZIP) 3531 LAS VEGAS BLVD S LAS VEGAS NEVADA 89102													
*ARR ** TYPE		*COURT JURIS		*WARRANT # / CASE #		# CNTS		*NOC CODE		*CATEGORY		*CHARGE LITERAL				*ORD / NRS		*BAIL		*EVENT # / NIC#			
PC		JC				1		50425		F		BURGLARY, (2+)				205.060.2		10000		LLV191299999832			
PC		JC				5		50790		F		OBT/POSS CR/DEB CARD W/O C-HOLDERS CONSEN				205.690		3000		LLV191299999832			
PC		JC				5		50796		F		USE CR/DEB CARD, OR ID, W/O CONSENT				205.760.1		3000		LLV191299999832			
PC		JC				5		56057		F		BUY/POSS/RCV STOLEN PROP, \$650 - 3500				205.275.2		5000		LLV191299999832			
PC		JC				1		55198		G		CONSP COMMIT CRIMINAL CONTEMPT				199.480		2000		LLV191299999832			
*OTHER JURISDICTION:																							
**ARREST TYPES: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARRANT AW - ARREST WARRANT RM - REMAND GJI - GRAND JURY INDICTMENT																							

TIME STAMP AT BOOKING  P# 217608A  DOC DIST P#		*ARRESTING OFFICER SIGNATURE  J HAYNES *PRINTED NAME 14010 *PI# LAS VEGAS *AGENCY P2 *SECTOR/BLAT OF ARREST		*TRANSPORTING OFFICER SIGNATURE  D. VARGAS *PRINTED NAME 16302 *PI# LAS VEGAS *AGENCY SVAC *AREA Cmt. OF ARREST	
		*EMERGENCY CONTACT JANICE SOSA *RELATIONSHIP MOTHER *PHONE NUMBER 702-273-4741 *EMAIL ADDRESS		CUSTODY RELEASED TO NAME POSITION AGENCY	
PID: 1:1 RT LT RI LI SCORE: 1320 2618 <input type="checkbox"/> POLICE RECORDS COPY <input type="checkbox"/> COURTS COPY <input type="checkbox"/> DSD RECORDS COPY <input type="checkbox"/> PROCESSING COPY		FIRST APPEARANCE TIME: 1/4/2020 10:12 COURT: JUSTICE <input type="checkbox"/> MUNICIPAL JUVENILE <input type="checkbox"/> DISTRICT JUVENILE <input type="checkbox"/> PROBATION JUDGE: J. AD RELEASE TO: J. AD TIME STAMP AT RELEASING 417635C			

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**DECLARATION OF ARREST REPORT**

☒ County Jail    ☐ City Jail    ☒ Adult    ☐ Juvenile    Bureau: SVAC

ID# 1921777		EVENT # LLV19129999832		ARRESTEE'S NAME (LAST) (FIRST) (MIDDLE) SOSA-AVILA AMALIA			SSN# [REDACTED] 6055	
RACE W	SEX F	DOB [REDACTED] 1986	HGT 5'08"	WGT 195	HAIR BRO	EYES HAZ	POB GRN	
ARRESTEE'S ADDRESS STREET TRANSIENT						CITY LAS VEGAS	STATE NV	ZIP CODE
OCCURRED DATE: 11/30/2019 TIME: 1800		ARREST DATE: 01/04/2020 TIME: 1012		LOCATION OF ARREST (NUMBER, STREET, CITY, STATE, ZIP CODE) 3531 S. RAINBOW BLVD. LAS VEGAS, NV 89103				
LOCATION OF CRIME (NUMBER, STREET, CITY, STATE, ZIP CODE) 3226 Spring Mountain RD. LAS VEGAS, NV								
CHARGES / OFFENSES Burglary Possession of Credit Card W/O Owners Consent (5 counts) Fraudulent Use of Credit or Debit Card (5 Counts) Buy/Possess/Receive Stolen Property Conspiracy to Commit Burglary								
CONNECTING REPORTS (TYPE OR EVENT NUMBER) FELONY ARREST PACKET								

The undersigned makes the following declarations subject to the penalty of perjury and says: That I am a peace officer with the LVMPD, being so employed for a period of approximately 11 year(s).

That I learned the following facts and circumstances which lead me to believe that the above named subject committed or was committing the offenses above at the location of 3531 S. RAINBOW BLVD. LAS VEGAS, NV 89103 and that the offense(s) occurred at approximately 1012 hours on the 4th day of January, 2020.

**Details for Probable Cause:**

On Friday December 5, 2019 Detective J. Haynes P#14001 was assigned LVMPD event LLV19129999831. The details of this event, which were entered via an online report, stated that the victim's vehicle, a Dodge Ram pickup truck with Wyoming license plate 02T30920 registered to, Bowman, Dean DOB: [REDACTED] 1961, was burglarized outside the address of 3226 Spring Mountain Road. Las Vegas, NV 89102. According to the victim he and his wife were inside the business for approximately 15 minutes. Upon their exit of the business they discovered their vehicle to have been burglarized and a number of personal items to include a Home Depot credit card, Discover Credit Card, A laptop, and an Apple Ipad had been taken. Detective Haynes proceeded to make contact with the Home Depot store located at 7015 Aroyo Crossing Las Vegas, NV on 12/06/2019. This Home Depot was listed as one of the locations that the victim's stolen Home Depot credit card was used. Detective Haynes spoke with the Loss Prevention manager Shane Webber and recovered a large amount of high quality digital video footage showing a white or Hispanic Male adult making a number of purchases at the self-checkout inside the Home Depot store. These purchases were determined to have been made using the stolen Home Depot credit card of Dean Bowman with the last four digits being 2229. Through the use of this video footage Detective Haynes was able to isolate an image which was sent to the LVMPD Facial Recognition unit for analysis pm 12/06/2019. On 12/11/2019 Detective Haynes opened a department email from the LVMPD Fusion Watch Center which had a possible match for one of the suspects who were recorded on video using Dean Bowman's Home Depot credit card. This email response included a positive facial identification match of a male individual identified as Avila, Wesley ID# 1918834. On 12/12/2019 Detective Haynes proceeded to further the investigation. A criminal records check was conducted on Avila which returned with extensive criminal history which included crimes such as burglary, Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

LVMPD 1008 (Rev. 1-19)

**LEV000042**

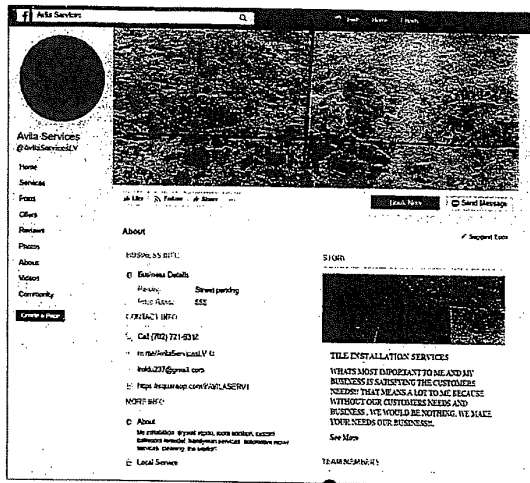


LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

HEADER  
Page 2 of 13

possession of burglary tools, and possession of credit cards without owners consent as well as a number of other criminal offenses. Detective Haynes proceeded to attempt to locate Avila through social media sites as a means of further positively identify him as the same individual who was seen to have made the purchases in the video recovered.

Detective Haynes located two Facebook accounts associated with Wesley Avila. The first is listed as Avila Services located at the address of <https://www.facebook.com/AvilaServicesLV/>.



The second is a personal Facebook account for Wesley Avila which can be connected through the Avila Services business Facebook page. The address for this account is as follows.  
<https://www.facebook.com/wesley.avila.7311>

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000043

ROA Page 0935

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 3 of 13



A Facebook preservation request was immediately applied for on 12/12/2019 upon the discovery of both of the Facebook accounts associated with Avila. Further investigation into the personal Facebook account of Wesley Avila revealed that he uses his personal account to sell a number of items. Among these items was a listing for a Ring Alarm System with motion sensors. This is critically important due to the fact that a ring Motion 2pk was purchased using the stolen credit card of Bowman on 12/01/2019. This purchase was made by Avila and his female accomplice on 12/01/2019 at approximately 1336 hours at the address of 7015 Arroyo Crossing Parkway Las Vegas, NV.

This item is listed in the receipt recovered from Home Depot as follows – 842861101607 RING MOT 2PK <A> 59.99.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000044

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 4 of 13

Wesley Avila

Timeline Recent

Photos

Friends

Life Events

Left Tiffin University 2014

English (US) Español Português (Brasil) Français (France) Deutsch

Privacy Terms Advertising Ad Choices Cookies

Facebook © 2020

Used Sony Audio System for sale in Las Vegas - letgo

Used Sony Audio System for sale in Las Vegas - Sony Audio System posted by Amalia Avila in Las Vegas. Bluetooth friendly Must have Super loud Good for parties, gatherings, has mic hookups

2 Shares

Like Comment Share

Write a comment

Wesley Avila December 4, 2019 · OfferUp

RING Alarm Combo-Contact Sensors & Motion Detector 2pk for Sale in Las Vegas, NV - OfferUp

New (never used), YOU NEED TO HAVE: RING Alarm System cuz it has the base to connect these brand new devices. I didn't realize that on black friday & ran out & past my budget. Make an offer!

Like Comment Share

Write a comment

Wesley Avila December 4, 2019 · OfferUp

RING Contact Sensors for Sale in Las Vegas, NV - OfferUp

New (never used), RING Contact Sensors and to

This post was made as a link that connected an Offerup account which is connected to the user name of Amalia under the following profile address - <https://offerup.com/p/35001811/>. This link was followed which connected to an OfferUp profile which shows a clear image of Avila along with an unknown female. This female closely matches the female who can be seen on the video footage recovered from the Home Depot security system. This

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

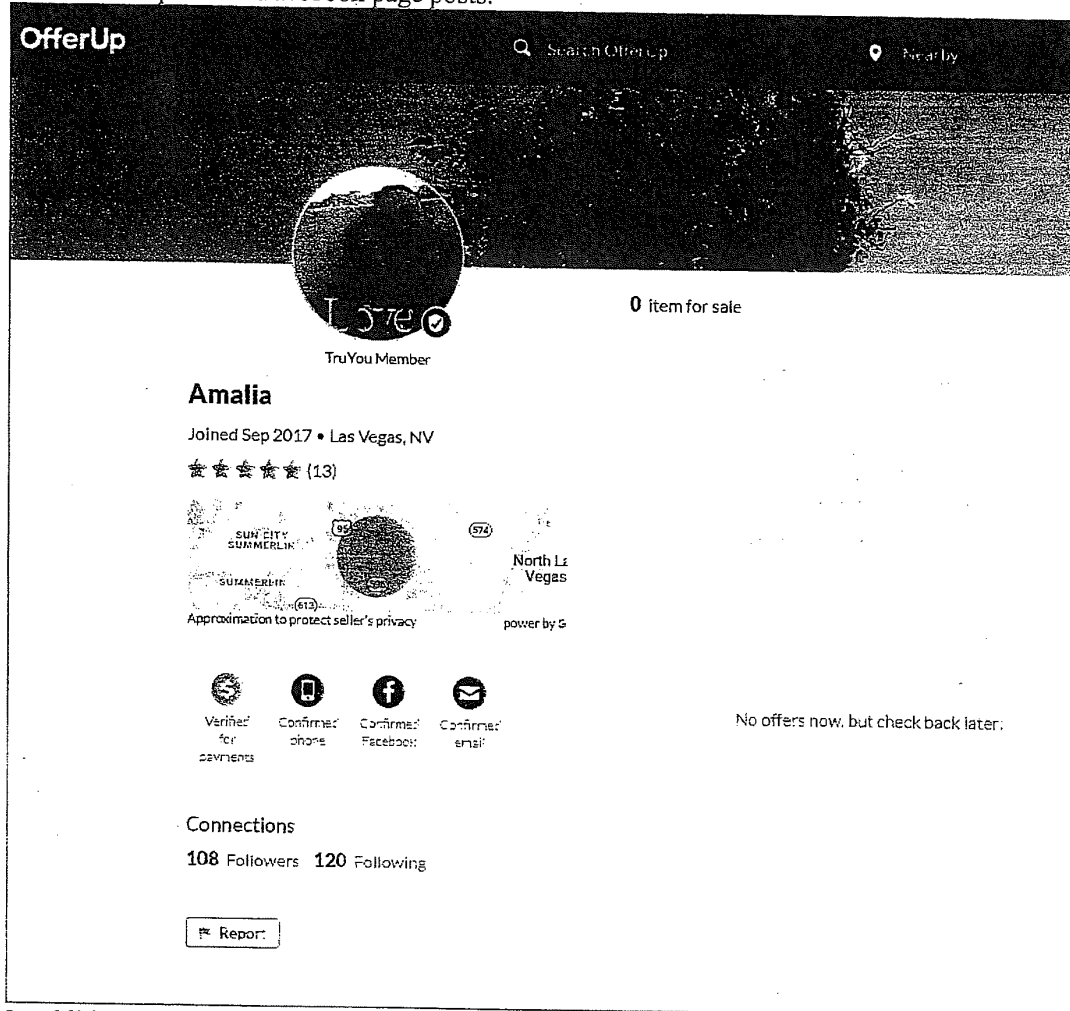
LEV000045

ROA Page 0937

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 5 of 13

female also closely matches the same female who can be seen in a number of photos on Wesley Avila's business and personal Facebook page posts.



In addition to the Ring Security system the following items were shown to have been purchased with the stolen Home Depot Credit card of Dean Bowman under the same transaction.

- Indoor Security Camera – white
- 4.5 Metal Cutting Diamond Blade
- Noell Pull-down Kitchen Faucet Stainless Steel
- Adapter set
- Metal cutoff blade
- X2 36 pack AA batteries
- 16 pack AAA batteries
- T&G Pliers
- Bolt Cutters
- Youth size sports balls

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000046

ROA Page 0938



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

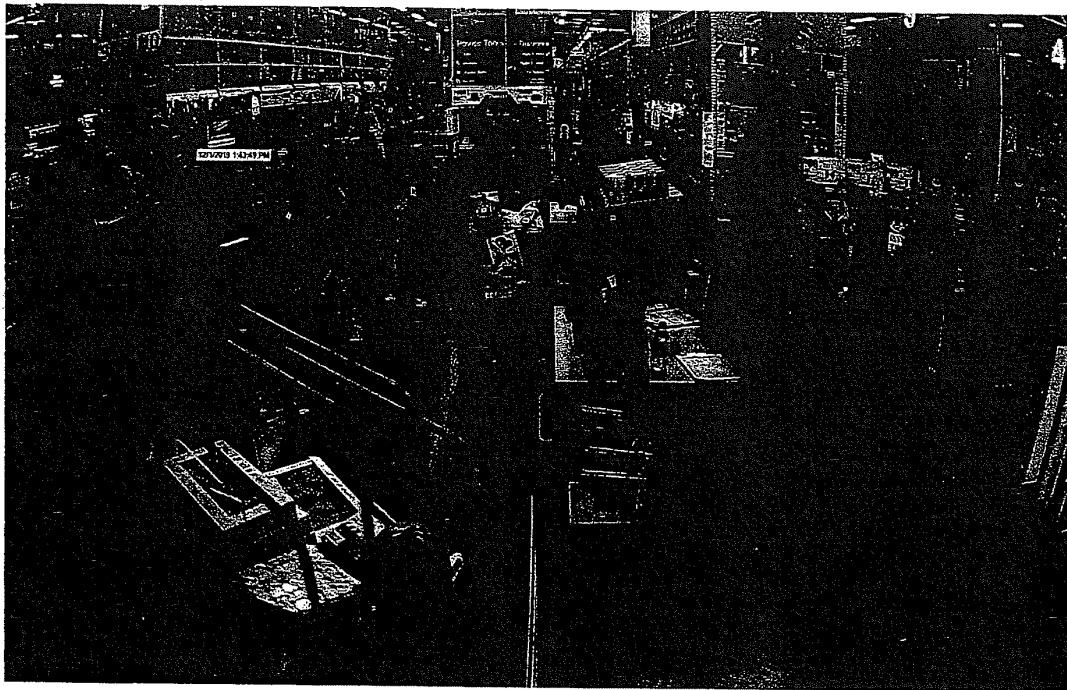
HEADER  
Page 6 of 13

- Door locks

These items are of specific interest. The Avila Services business page listed on Facebook is listed as a tile and home repair service. Included in the items purchased on 12/1/2019 are a number of items which are used in the process of home repair and improvement to include the above listed items as well as the items listed below. These items were purchased at the same location on the same date at a different time under a different transaction number. However, these purchases were made by the same individual using the same stolen Home Depot Credit Card of Bowman. These items are as follows.

- Portatorch – Lincoln Electric Oxy-Acetylene Port-A-Torch – Purchased 12/01/2019 1249 hours
- Ryobe 18v Impact Wrench Kit w/ 2yr replacement – Purchased 12/01/2019 1240 hours
- Tile Flooring – 12/12 Grecian White Octagon X20 pieces – Purchased 12/01/2019 0137 hours
- Tile Flooring – 12x24 Cascade Ridge-CA-15 X 6 pieces - Purchased 12/01/2019 0137 hours
- Versabond Bonding Mortar – White - Purchased 12/01/2019 0137 hours

All of the items listed to have been purchased are specific in the use of home upgrades and home repair. These items were purchased with the stolen credit card of Bowman by an individual who has been identified as Wesley Avila ID# 1918834. The ongoing investigation into Avila has shown that items which are exactly similar to at least one of those purchased have been listed and sold through Facebook and OfferUp under accounts that Avila is directly associated with or the owner of. The following photos shows Avila exiting Home Depot with said items.



*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

**LEV000047**

AS VEGAS METROPOLITAN POLICE DEPARTM  
**CONTINUATION REPORT**

HEADER  
Page 8 of 13

On 12/26/2019 Detective Haynes made contact with CCSD School Police in an attempt to gain information regarding Sosa-Avila and/or Avila's listed address information by going through student information. Detective Haynes spoke with Dispatcher Garcia who provided a listed address for one a registered child [REDACTED] Sosa-Avila at 364 Silverado Pines Ave. Las Vegas, NV 89123. Detective Haynes created a 463 under event LLV191200118402 and proceeded to check the address.

Detective Haynes proceeded to make contact at the address. The property was found to be empty and to have recently been vacated. Detective Haynes once again made contact with CCSD to determine what school [REDACTED] Sosa-Avila was currently registered to attend. Once again Dispatcher Garcia provided information for an elementary school a short distance away John R Hummel Elementary school. Detective Haynes attempted to make contact at the school but was informed that due to the holiday vacation the school would not reopen for some time. Detective Haynes was able to determine that [REDACTED] Sosa-Avila most recently attended school on 12/20/2019. That day being the last day before the Christmas Break.

Detective Haynes proceeded to conduct additional investigation regarding the address of 354 Silverado Pines Ave. There have been a number of criminal event created in December of 2019. Under event LLV191200013027 a 406v was created listing Wesley Avila as the suspect in an auto burglary involving the property management for the above address from which he had recently been evicted.

Under event LLV191200083043 a burglary was reported at the address. Under this report a number of new appliances were listed as having been stolen from the property. The victim of this event was the same victim from the previously listed event, Progress Residential located at 8485 W Sunset Rd # 103 Las Vegas, NV 89113. In both of these previous events the auto burglary and the residential burglary Wesley Avila is a common entity. Both of these crimes closely match the MO used by Wesley Avila.

Detective Haynes was able to locate an additional mailing address used by Wesley Avila of 9457 S Las Vegas Boulevard # 145 Las Vegas, NV. Detective Haynes proceeded to this address to conduct an area check. It was found that apartment # 145 was repeated a number of times in this complex. However additional research showed that numerous events have been reported to have taken place at the address of 9475 S Las Vegas Blvd Building 20 apt 145 Las Vegas, NV. These events being event LLV191100078353 and LLV191100078075. Research into these events show that Sosa-Avila and Avila were previous residents at these addresses and have been evicted since. Checks at these residences were negative in attempting to locate the suspects.

On 01/02/2020 Detective Haynes proceeded to conduct records checks into previous police contacts for Wesley Avilla. These checks returned with a connection to a family member identified as Joseph Avila. Joseph's listed address is 9457 Las Vegas Bld Unit 145. This is the same address listed and checked previously which Wesley and Amalia list as their previous residence. When interviewed by patrol officers Joseph and Wesley Avila were in a 1992 Ford Explorer truck. This Ford Explorer was registered to the address of 2320 Tucumcari Dr #1010. A records search was conducted to attempt to determine who is currently living at the listed address. The return showed that Wesley Avila was previously listed as living at that address.

Contact made with a Courtney Lawson at the management company for Ashford Manor located at the address of 2320 Tucumcari Dr. Lawson advised to send a request on LVMPD letterhead requesting the required information. This request was sent via email and Lawson was able to confirm that Avila, Wesley and Sosa-Avila, Amalia were previously tenants at that address but have since moved out of the residence.

Detective Haynes proceeded to conduct online searches and investigations and was able to find a current Facebook post by Sosa-Avila, Amalia on 12/27/2019 to the personal Facebook account at <https://www.facebook.com/kraz37> looking to sell a Louis Vuitton wallet. This post can be seen below.

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

**LEV000048**

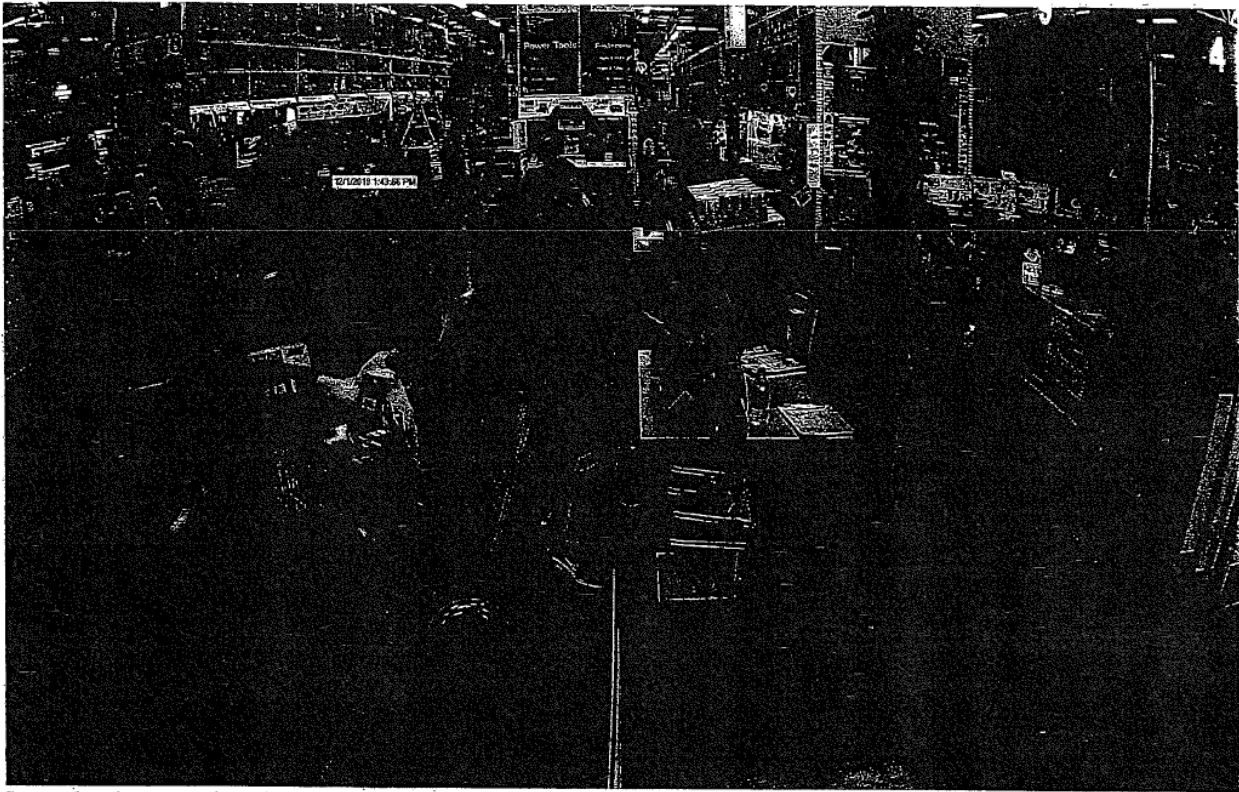
**ROA Page 0940**

Jeffrey Mar

LEV000049

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 7 of 13



Investigative searches through online sales sites returned with an Offerup Account associated with the User Name of mt\_asosa the following details are associated with said account.

Username: mt\_asosa

Email: itoldu237@gmail.com

Phone: 702-937-9065

Facebook ID: 10209721258258756

Further investigation revealed that this account was associated with an Amalia E Sosa DOB: [REDACTED] 1986 SSN: [REDACTED] 6055 who has been identified as the wife of Asosa, Wesley.

On 12/13/2019 Detective Haynes furthered his investigation regarding the female identified as Amalia Sosa. A Facebook profile for Sosa at the address of: <https://www.facebook.com/kraz37>

was located. A request was immediately placed with Facebook to preserve the account details upon the discovery of this profile.

Further investigation into Sosa's Facebook profile revealed a phone number shown in an image of an advertisement she had placed on her Facebook for Avila Services. In this advertisement listed a phone number of 725-200-9427 was located. Records searches show this number is associated with an Avila, Wesley located at the address of 2320 Tucumcari Dr Apt 1010 Las Vegas, NV 89108.

A check at the Tucumcari Dr address returned negative when checking the area for the suspect vehicle. Area checked on 12/13/2019 at approximately 0830 hrs.

Facebook warrants were completed and sent to Facebook Inc. for both Avila, Wesley and Sosa-Avila, Amalia. These warrants will include Facebook Messenger records.

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[FOOTERTEXT]

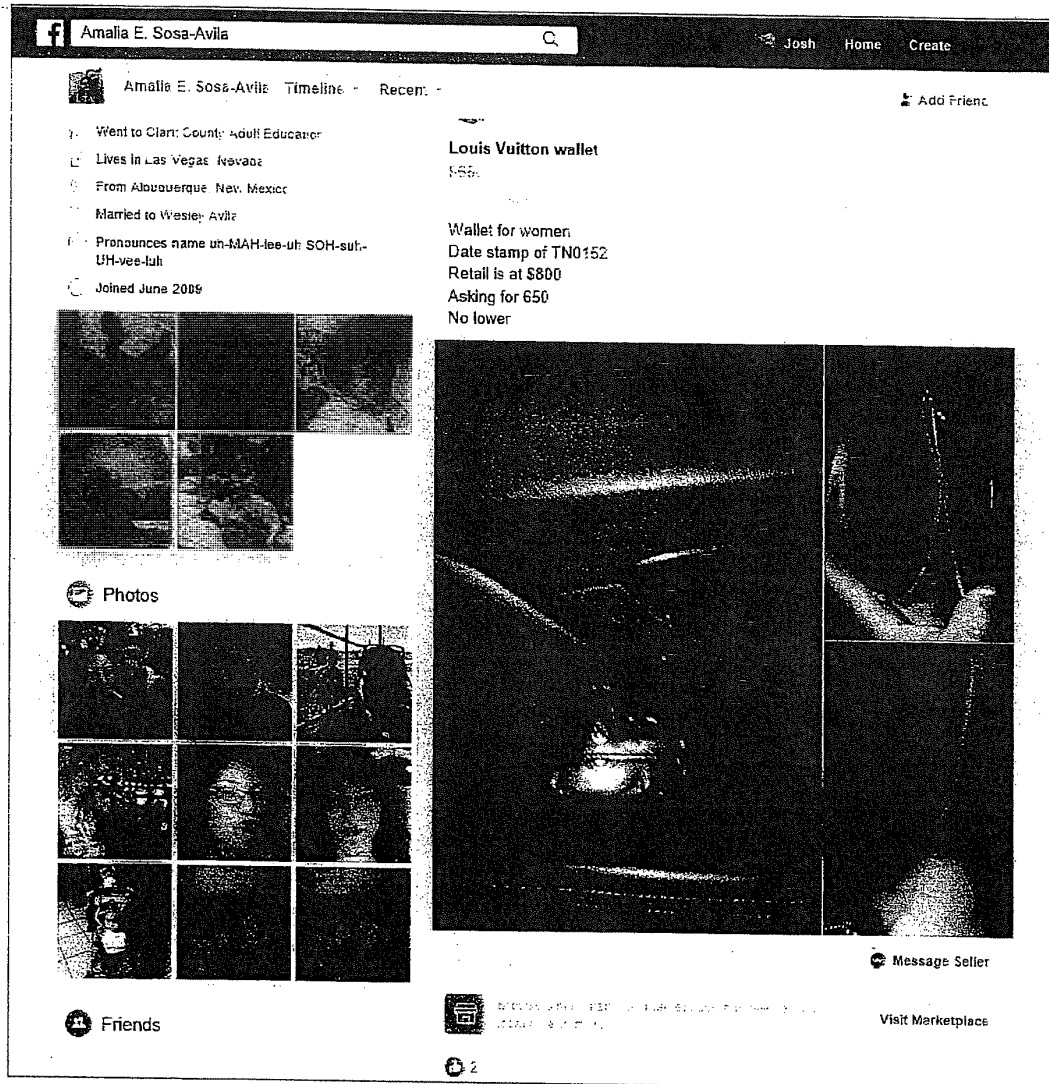
LVMPD 602 (Rev 02/18) Word 2013

LEV000050



AS VEGAS METROPOLITAN POLICE DEPARTM.  
CONTINUATION REPORT

HEADER  
Page 9 of 13



Detective Haynes working with the Spring Valley Area Command Information Officer Samuel Wittwer P# 15218 was able to make contact with Sosa-Avila through facebook messenger in an attempt to setup a time to meet and purchase the listed item. Sosa-Avila responded to the text message and a meeting time was agreed to of 10am on 01/04/2019 at the address of 3485 S Rainbow Blvd, Las Vegas, NV 89146. This is Burger King with a wide open parking lot. The series of text messages between Sosa-Avila and Detective Haynes, using a fake Facebook account follows.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

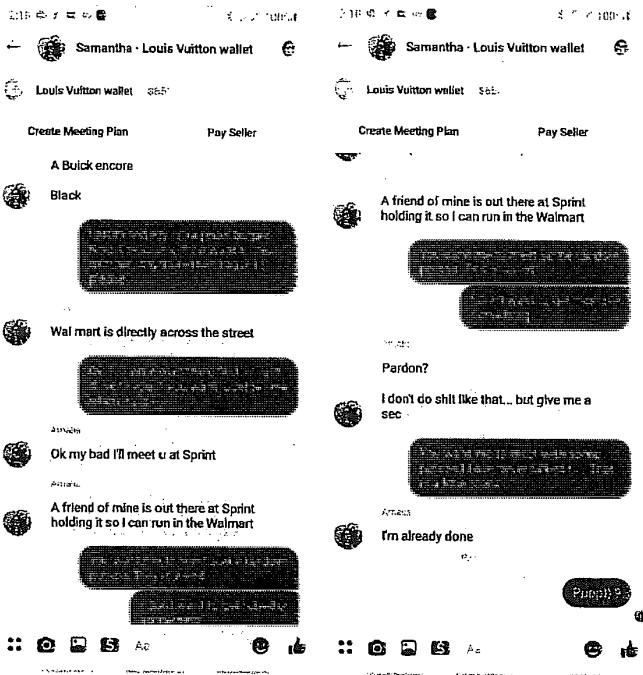
LVMPD 602 (Rev 02/18) Word 2013

LEV000051

ROA Page 0943

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 11 of 13



On the morning of 01/04/2020 Detective Haynes created an event under LVMPD event number LLV200100016469. The purpose of this event was to put in place a controlled operation to meet with Sosa-Avila and take her into custody in an attempt to recover the stolen property and make contact with all suspects involved. The original agreement with Sosa-Avila was to meet in the parking lot of 3485 S Rainbow Blvd. Las Vegas NV. Shortly before Officer arrival, as can be seen in the text messages, Sosa-Avila changed the address and location to the parking lot of the Walmart directly across Spring Mountain Rd. from the above listed address.

As Sosa-Avila was sending these text messages to the account being used by Detective Haynes Officer B. Rose P#9661 could see an unidentified male adult walking through the parking lot of the Burger King at 3485 S Rainbow Blvd looking into each of the parked vehicles and taking photos of the vehicle license plates with his cell phone. This information was relayed to all Officers involved in the operations. As this was taking place Sosa-Avila agreed to meet with Detective Haynes, believing he was a female names Samantha, at the address of 3531 S. Rainbow Blvd. Las Vegas, NV 89103. This business is located inside the same parking lot as the Walmart previously referred to.

Officers observed a female matching Sosa-Avila's description along with an unknown male standing to the back of the spring store. Two marked black and white patrol vehicle immediately approached Sosa-Avila and the unknown male and proceeded to make contact. At the same time Detective Haynes and Detective Haynes moved into position to block Sosa-Avila as she attempted to flee back to a black vehicle she was driving. Officer immediately took Sosa-Avila and her companion into custody upon Detective Haynes' order. Detective Haynes had a number of criminal felony charges for Sosa-Avila's arrest to include Burglary, Possession of Credit Card W/O Owners Consent X5, Fraudulent Use of Credit or Debit Card X5, Buy/Possess/Receive Stolen Property, Conspiracy to Commit Burglary. Each of these charges was in direct relation to her use of the victim,

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000052

ROA Page 0944

AS VEGAS METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

HEADER  
Page 12 of 13

Dean Bowman's, Home Depot card to make a number of illegal purchases at the Home depot located at 7015 Arroyo Crossing Las Vegas, NV.

Detective Haynes recognized the male as Joseph Avila who was previously identified as the brother of Wesley Avila. Detective Haynes knew that Joseph Avila was a convicted felon who had failed to keep his address current. As result probable cause existed upon contact to take Joseph Avila into custody for failure to keep his address up to date.

Upon taking Joseph Avila into custody Officers proceeded to conduct a search incident to arrest. Officer J. Chavez P#17237 working as marked patrol unit 2p46 proceeded to search Joseph Avila pockets and shoes. Upon removing the shoes of Joseph Avila a number of shaved keys, commonly used in the crimes of burglary, were located in his socks. Each of these keys was handmade and resembled the master keys used by the USPS when making entry into postal boxes. In addition a number of other keys were located which were shaved in nature and resembled those used to commit auto burglary and auto theft. In addition Joseph Avila was found to be in possession of a fraudulent identification which pictured his face but had the personal identifying details of another printed upon it. Lastly Joseph Avila was found to be in possession of a clearly Forged Credit Card which could be seen to have been modified by attempting to change the embossed numbers on this card. Each of these items was impounded under LVMPD event number LLV200100016469 as evidence to the crimes committed by Joseph Avila.

Both Joseph Avila and Sosa-Avila were transported back to Spring Valley Area Command where both individual were interviewed by Detective J. Haynes. Both Joseph Avila and Sosa-Avila were read their Miranda Right by Detective Haynes at 1130 hour to which each individual stated they understood their rights.

Detective Haynes interviewed Sosa-Avila, Amalia first. A summary of this interview follows.

Amalia stated to Detective Haynes initially that she had no information regarding any auto burglary that could have been committed. Sosa-Avila went on to state that she was innocent for some time. After a short period of speaking Sosa-Avila changed her story. She eventually told detective Haynes that she received the Home Depot credit card from an acquaintance she knows only as Sporty. According to Sosa-Avila Sporty owed her and Wesley Avila approximately 2,000 dollars for work they completed for him and giving them the Home Depot card was his way of repaying them. As the interrogation went on Sosa-Avila admitted to Detective Haynes that she knew the credit card she claimed to have received from a man named Sporty was stolen. She went on to state that she and Wesley Avila proceeded to use this Home Depot credit card a number of times to purchase various items. Sosa-Avila claimed that she gave most of the items away. However, when pressed about the previously mentioned Facebook post selling items that were purchased with the use of Dean Bowman's Home Depot credit card Sosa-Avila admitted that she and Wesley Avila had sold the Ring Security system through Offerup. When asked about the other items purchased Sosa-Avila would not answer Detective Haynes when he inquired as to where they were. She repeated that she had simply given them away.

Sosa-Avila admitted to detective Haynes in an audio and video recorded setting, under Miranda, that she had knowingly used a stolen credit card to make a number of illegal purchases. Sosa-Avila admitted that she, along with her legal husband Wesley Avila committed the crimes of:

Burglary

Possession of Credit Card W/O Owners Consent (5 counts)

Fraudulent Use of Credit or Debit Card (5 Counts)

Buy/Possess/Receive Stolen Property

Conspiracy to Commit Burglary

Detective Haynes concluded the interview with Sosa-Avila and proceeded to make contact with Joseph Avila.

Detective Haynes, while audio and video recording Joseph Avila, proceeded to ask him a number of questions.

A summary of this interview follows.

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

**LEV000053**

**ROA Page 0945**

CLARK COUNTY METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

HEADER  
Page 13 of 13

Detective Haynes asked Joseph Avila if he was aware of the previously committed auto burglary that had been completed. Avila denied any involvement. Detective Haynes went on to ask Joseph Avila about his relationship with Wesley Avila and Amalia Sosa-Avila. Joseph Avila stated that he knew that they were involved in some illegal activity as a result would try to limit his interactions with them. Joseph had no information to give regarding the ongoing investigation of Sosa-Avila and Wesley Avila.

Detective Haynes proceeded to ask Joseph Avila about the shaved keys which were found in his possession. Joseph Avila attempted to claim that he had simply found those key but could not tell detective Haynes why he kept them or put them into his socks. When pressed harder Joseph Avila could not answer with any clarity why he was in possession of items often used to commit Burglary. It is important to note that Joseph Avila has a long criminal history of Burglary and has previously been convicted for Felonies for the same. When asked about the Fraudulent Credit card Joseph Avila claimed that he had "just found it" and put it in his wallet. Again when pressed for details, Joseph Avila could not answer with any clarity or verifiable truths. Lastly Joseph Avila was asked about the fraudulent identification. Joseph Avila admitted that it was him in the photo but claimed that it was an old piece of identification that "a friend" had made for him.

Detective Haynes asked Joseph Avila pointedly if he knew that possession any of these items, the shaved keys, the fraudulent credit card, or the fraudulent identification were against the law. Joseph Avila admitted that he knew that it was a legal violation. Joseph Avila has been previously arrested and prosecuted for each of the crimes he is currently being charged for. Those crimes being.

Possession of Burglary Tools

Possess Document or Identification to Establish False Status/Identity

Forgery of a Credit Card.

Transcriptions of both interviews will be available upon request.

Both Sosa-Avila, Amalia and Joseph Avila were arrested and charged accordingly. Each were transported to Clark County Detention Center where they were booked accordingly.

\*\*\*\*\* End \*\*\*\*\*

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

**LEV000054**

**ROA Page 0946**



LAS VEGAS METROPOLITAN POLICE  
DEPARTMENT  
400 S. Martin Luther King Blvd.  
Las Vegas, NV 89106



Case Report No.: LLV19129999832

Arrest / Detective Report

### Administrative

Location 3226 Spring Mountain Road LAS VEGAS, NV 89102  
Occurred On (Date / Time) 11/30/2019 6:00:00 PM  
Reporting Officer 9999999 - Interface, Coplogic  
Entered By 9999999 - Interface, Coplogic  
Supervisor 16207 - Perez, Alyssa  
Jurisdiction Clark County  
Route To: Follow Up  
Connecting Reports Report Type Officer Created - Sgt Approval  
Sector / Beat: P4  
Or Between (Date / Time) 11/30/2019 6:30:00 PM  
Reported On 12/1/2019  
Entered On 12/6/2019 12:19:49 PM  
Pro Squad ORO 1  
Follow Up  
Disposition Active

Assisting Officers:

### Offenses

#### Burglary(F)- Auto -NRS 205.060.2

Completed Yes  
Entry Type Security  
Weapons Location Type Specialty Store (TV, Fur, Etc.)  
Criminal Activities Hate/Bias None (No Bias)  
Premises Entered Domestic Violence  
Tool's

### Victims

Name: Dean A Bowman

Victim Type Individual  
Victim of 50424 - Burglary(F)- Auto -NRS 205.060.2  
Written Statement No  
Can ID Suspect No  
Domestic Battery No  
SSN [REDACTED] 5361 DOB [REDACTED] 961 Age 58 Sex Male Race White Ethnicity Not Hispanic or Latino  
Height 510 Weight 170 Hair Color Eye Color  
Employer/School Occupation/Grade  
DLN [REDACTED] 5298 DL State Wyoming Work Schedule United States  
Resident Resident Tourist Departure Date  
Injury Injury Weapons

Addresses  
Residence 6275 county road 211 Road Pine Bluffs, WY 82062 United States

Phones  
Home/Residence 307-287-0261

Email  
bbowman043070@yahoo.com

Offender Relationships  
Domestic Violence Information  
Relationship to Suspect  
Intimate Relationship  
Voluntary Statement  
Injury Severity  
Photos Taken  
Primary Aggressor Determined  
Drug/Alcohol Involvement  
DV Information Provided  
Medical Attention

Notes:

### Suspects

Name: Unknown

Written Stmt. No Alerts Non-English Language

Aliases  
Moniker

Scope ID DOB Age 25 - 40 SSN  
Race White Ethnicity Unknown Build Handcuffed

1/4/2020 3:45 PM

20F00283B - AVILA, JOSEPH Page 33 of 60

Page 1 of 5

LEV000055

ROA Page 0947

Sex **Male** Height **5' 9" - 5' 11"** Weight **190 - 220** Hair Color **Brown** Eye Color **Unknown**

Employer/School  
Hair Length  
Complexion  
Appearance  
Speech manner  
DLN  
Resident: **Unknown**  
Habitual Offender Status  
Primary Means of Attack/Weapon  
Employer/School  
Occupation/Grade  
Hair Style  
Facial hair  
Injury/Condition  
Speech Characteristics  
DL State  
Tourist Departure  
DL Country  
Place of Birth  
MO Factors  
Weapon Features  
Occupation/Grade

Scars, Marks and Tattoos  
Addresses

Phones

Domestic Violence Information  
TPO in Effect  
Injury Severity  
Photos Taken  
Drug/Alcohol Involvement  
Medical Attention  
Suspect Demeanor  
Voluntary Statement  
DV Info provided

Notes:

Name **Unkwn**

Written Stmt **No** Alerts Non-English Language

Aliases  
Moniker

Scope ID  
Race **White**  
Sex **Female**  
DOB  
Ethnicity **Not Hispanic or Latino**  
Height **5' 6" - 5' 9"**  
Weight **170 - 200**  
Age **30-40**  
Build  
Hair Color **Brown**  
SSN  
Hardedness  
Eye Color

Employer/School  
Hair Length  
Complexion  
Appearance  
Speech manner  
DLN  
Resident: **Unknown**  
Habitual Offender Status  
Primary Means of Attack/Weapon  
Employer/School  
Occupation/Grade  
Hair Style  
Facial hair  
Injury/Condition  
Speech Characteristics  
DL State  
Tourist Departure  
DL Country  
Place of Birth  
MO Factors  
Weapon Features  
Occupation/Grade

Scars, Marks and Tattoos  
Addresses  
Residence

Unknown

Phones

Domestic Violence Information  
TPO in Effect  
Injury Severity  
Photos Taken  
Drug/Alcohol Involvement  
Medical Attention  
Suspect Demeanor  
Voluntary Statement  
DV Info provided

Notes:

Arrestees

Witnesses

Other Entities

Properties

Type: **Computers and Office Equipment**

Status **Stolen** Quantity **2** Value **1200.00** Color **Black**  
Description **do not have serial numbers**  
Manufacturer **hp** Model **laptop** Serial No./VIN **1**  
Vehicle Year Body Type

20F00283B - AVILA, JOSEPH Page 34 of 60  
1/4/2020 3:45 PM LV19129999832

Page 2 of 5

LEV000056

Lic Plate #  
Insurance Company  
Owner **V - Dean A Bowman**  
Notes

Lic Plate State

Lic Plate Exp

Detailed Property Information

Length Width  
Horse Power Propulsion Serial # Height  
Caliber Barrel Length  
Features

Recovered Property Information

Recovered Date Recovered Value  
Recovered Location Recovered Reason  
Recovered By Recovered Stock #  
Owner Type Released To  
Insurance Rep. Tow Company

Type: **Computers and Office Equipment**

Status **Stolen** Quantity **1** Value **600.00** Color **White**  
Description **do not have but it was with verizon and has been marked stolen**  
Manufacturer **apple** Model **ipad** Serial No./VIN **1**  
Vehicle Year Body Type  
Lic Plate # Lic Plate State Lic Plate Exp  
Insurance Company  
Owner **V - Dean A Bowman**  
Notes:

Detailed Property Information

Length Width  
Horse Power Propulsion Serial # Height  
Caliber Barrel Length  
Features

Recovered Property Information

Recovered Date Recovered Value  
Recovered Location Recovered Reason  
Recovered By Recovered Stock #  
Owner Type Released To  
Insurance Rep. Tow Company

Type: **Misc. (Cell Phones, Bicycles, Worthless Doc, items not listed)**

Status **Stolen** Quantity **1** Value **1000.00** Color **Orange**  
Description **Home depot credit card which was used, the info is in the details**  
Manufacturer **credit cards** Model **credit** Serial No./VIN **home depot**  
Vehicle Year Body Type  
Lic Plate # Lic Plate State Lic Plate Exp  
Insurance Company  
Owner **V - Dean A Bowman**  
Notes: **Card Number: [REDACTED] 2229**

Detailed Property Information

Length Width  
Horse Power Propulsion Serial # Height  
Caliber Barrel Length  
Features

Recovered Property Information

Recovered Date Recovered Value  
Recovered Location Recovered Reason  
Recovered By Recovered Stock #  
Owner Type Released To  
Insurance Rep. Tow Company

Type: Clothing, belts, glasses, purses/wallets

Status **Stolen** Quantity **1** Value **400.00** Color **Blue**  
Description **overnight bag had my glasses and contacts**  
Manufacturer **glasse** Model **glasses** Serial No :VIN **1**  
Vehicle Year  
Lic Plate # Body Type  
Insurance Company Lic Plate State  
Owner **V - Dean A Bowman** Lic Plate Exp  
Notes

Detailed Property Information

Length Width Height  
Horse Power Propulsion Serial #  
Caliber Barrel Length  
Features

Recovered Property Information

Recovered Date Recovered Value  
Recovered Location Recovered Reason  
Recovered By Recovered Stock #  
Owner Type Released To  
Insurance Rep. Tow Company

Type: Misc. (Cell Phones, Bicycles, Worthless Doc, items not listed)

Status **Stolen** Quantity **1** Value **300.00** Color **Red**  
Description **One discover card red white and blue, was used at a home depot and gas**  
Manufacturer **Discover** Model **Credit card** Serial No :VIN **1**  
Vehicle Year  
Lic Plate # Body Type  
Insurance Company Lic Plate State  
Owner **V - Dean A Bowman** Lic Plate Exp  
Notes

Detailed Property Information

Length Width Height  
Horse Power Propulsion Serial #  
Caliber Barrel Length  
Features

Recovered Property Information

Recovered Date Recovered Value  
Recovered Location Recovered Reason  
Recovered By Recovered Stock #  
Owner Type Released To  
Insurance Rep. Tow Company

Type: Automobile (not Stolen or Recovered)

Status **Information Only** Quantity **1** Value Color **Maroon or Burgundy**  
Description **dodge pickup registered to Dean a Bowman**  
Manufacturer **DODGE** Model **ram** Serial No :VIN **3C6UR5JL0HG763938**  
Vehicle Year  
Lic Plate # **02T30920** Body Type **Pickup Truck** Lic Plate State **Wyoming** Lic Plate Exp **2019-01-01T00:00:00**  
Insurance Company  
Owner **V - Dean A Bowman**  
Notes

Detailed Property Information

Length Width Height  
Horse Power Propulsion Serial #  
Caliber Barrel Length  
Features

Recovered Property Information



Recovered Date  
Recovered Location  
Recovered By  
Owner Type  
Insurance Rep

Recovered Value  
Recovered Reason  
Recovered Stock #  
Released To  
Tow Company

### Solvability

---

### Modus Operandi

---

MO General  
Occupied?  
General Premise  
MO Against Property  
Entry Point  
Entry/Attempt Method  
Safe Entry  
Victim Location  
Maid

Exit Point  
Entry Tool  
Suspect Actions  
Electronic Locks  
Inspector's

Surrounding Area  
Specific Premise

Entry Location  
Vehicle Entry  
Additional Factors  
Video Surveillance

MO Against People  
Victim-Suspect Relationship  
Victim Condition  
Suspect Pretended to Be  
Sexual Acts

Pre-Incident Contact  
Suspect Solicited/Offered  
Suspect Actions  
Vehicle Involvement

### Narrative

---

While we were in a store our back passenger window was broke out of our pickup, stealing numerous things from our back seat. With this was a home depot card and a discover card. We have documentation that these were used at the home depot 7015 Arroyo crossing. We have 4 charges to the home depot card and one to the discover there. The home depot fraud dept said he used it at the self check. WE have contacted the home depot and they said they have cameras that could possibly show the transactions. I have amounts of 340.99 for an electric portable torch, one for 119.37 for an impact wrench and 2 year warranty, one for 576.08 for some toys, bolt cutters, motion detector, security cameras and diamond blade, and one for 379.05 for some flooring. These are all on Dec 1st at the same home depot listed above. The property belonged to us, we are self employed so we are the company.

Patrol Follow-Up



## Credit Services - Receipt LookUp

## Receipt

Transaction Identifier : [3308, 12/01/2019, 51, 8527]

Printed on: 12/06/2019 09:55:50

## Receipt Image

More saving.  
More doing.<sup>SM</sup>MATTHEW\_J\_PERKINS@HOMEDEPOT.COM  
7015 ARROYO CROSSING PKWY 702-270-64463308 00051 85277 12/01/19 01:36 PM  
SELF CHECKOUT

842861101607 RING MOT 2PK <A> 59.99  
RING ALARM WRLS MOTION DET 2PK  
842861107845 INDR CAM W <A> 59.97  
INDOOR SECURITY CAM, WHITE  
008925137603 4.5INDIAMOND <A> 14.97  
DIABLO 4.5 METAL CUTTING DIAMOND BLD  
026508273043 NOELL KITCH <A> 219.00  
NOELL PULL-DOWN KITCH FAUCET SS  
037103245632 HADPTR3PC <A> 11.97  
3PC 1/4" AND 3/8" ADAPTER SET  
008925094524 4.5" MTL CUT <A>  
DIABLO 4-1/2"X7/8" METAL CUTOFF BLDE  
2@3.10 6.20  
039800068194 AA 36 PACK <A> 15.98  
ENERGIZER AA 36-PACK  
041333032665 OPT AAA 12PK <A> 14.31  
OPTIMUM AAA - 12 PK - EAS TAG  
037103299673 4.5" T&G PLIER <A> 7.97  
CRESCENT 4 T&G PLIER  
037103322470 BOLT CUTTER <A> 49.97  
HK PORTER 24" GEN-PURP BOLT CUTTERS  
812350152205 SPORTS BALL <A> 14.88  
SPB-YOUTH SIZE SPORTS BALL 3 PACK  
883351291583 DOORLOCK <A> 56.97  
KS SIG JUNO DBL CYL CMB PK SATN NICK

SUBTOTAL 532.18  
SALES TAX 43.90  
TOTAL \$576.08

XXXXXXXXXXXX2229 HOME DEPOT

USD\$ 576.08

AUTH CODE 001031/8510768 TA

AID A0000000049999D8400303 THD PLCC CO

N

## Account Details

Xref number	Account Number	Type	ExpDate	Signature	Entry
XXXXXXXXXXXX2229	XXXXXXXXXXXX2229	BD	NA	Y	CHIP
Settlement Release Date : 12/02/2019					
EMV Brand	EMV brand	THD PLCC			
Application ID :	A0C00000049999D8400303	application name :	CON		
CVM code :	7	CVM description :	SIGNATURE		
Display CVM code :	SIGNATURE	EVM fallback indicator :	NA		

## Miscellaneous Details

Sales Posting Date : 12/01/2019



3308 51 85277 12/01/2019 4765

RETURN POLICY DEFINITIONS  
POLICY ID    DAYS    POLICY EXPIRES ON  
A        11        365        11/30/2020

\*\*\*\*\*

### DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H8B 174151 170894  
PASSWORD: 19601 170843

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.

12/01/2019

Receipt Lookup



## Credit Services - Receipt Lookup Receipt

Printed on: 12/06/2019 09:55:28

Transaction Identifier : [3308, 12/01/2019, 51, 8495]

### Receipt Image



**More saving.  
More doing.<sup>SM</sup>**

MATTHEW\_J\_PERKINS@HOMEDEPOT.COM  
7015 ARROYO CROSSING PKWY 702-270-6446

3308 00051 84957 12/01/19 12:40 PM  
SELF CHECKOUT

033287176410 IMPACT WR <A> 99.00  
RYB 18V IMPACT WRENCH KIT  
0000-629-967 2 YR REPLACE <B,U> 12.20N  
D25 2 YR HDPP REPLACE \$50-\$99.99

SUBTOTAL 111.20  
SALES TAX 8.17  
TOTAL \$119.37

XXXXXXXXXXXX2229 HOME DEPOT

USD\$ 119.37

AUTH CODE 001139/8510753 TA  
AID A0000000049999D8400303 THD PLCC CO

N

<U> - NON-DISCOUNTABLE ITEM



3308 51 84957 12/01/2019 4765

### RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 11	365	11/30/2020
B 9	90	02/29/2020

\*\*\*\*\*

### DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H8B 173511 170254  
PASSWORD: 19601 170203

<https://webapp.homedepot.com/ROWebApp/>

20F00283B - AVILA, JOSEPH

### Account Details

Xref number	Account Number	Type	ExpDate	Signature	Entry
XXXXXXXXXXXX2229	XXXXXXXXXXXX2229	HD	NA	Y	CHIP
Settlement Release Date : 12/02/2019					
EMV Brand			EMV brand		
Application A0000000049999D8400303			application THD PLCC		
ID :			name :		
CVM code : 7			description SIGNATURE		
Display CVM			EVM		
code : SIGNATURE			fallback NA		
			indicator :		

### Miscellaneous Details

Sales Posting Date : 12/01/2019



12/01/2019

Receipt Lookup

<https://webapps.homedepot.com/PSJWebApp/>

20F00283B - AVILA, JOSEPH

Page 41 of 60

2/2

LEV000063

ROA Page 0955



## Credit Services - Receipt LookUp

## Receipt

Printed on: 12/06/2019 09:55:44

Transaction Identifier : [3308, 12/01/2019, 61, 9725]

## Receipt Image



**More saving.  
More doing.<sup>SM</sup>**

MATTHEW J PERKINS@HOMEDEPOT.COM  
7015 ARROYO CROSSING PKWY 702-270-6446

3308 00061 97255 12/01/19 01:37 PM  
CASHIER ELISEO

747583008046 12X12MOSAIC <A>  
12X12 GRECIAN WHT OCTAGON 10MM-EA  
20@9.99 199.80  
010186421841 VERSABOND <A>  
VERSABOND BONDING MORTAR-WHITE 50LB  
2@16.98 33.96  
1002-820-814 12X24FLOOR <A>  
12X24 CASCADE RIDGE-CA-15.04SF  
6@19.40 116.40

SUBTOTAL 350.16  
SALES TAX 28.89  
TOTAL \$379.05

XXXXXXXXXXXX2229 HOME DEPOT

USD\$ 379.05

AUTH CODE 001015/8610952 TA  
AID A0000000049999D8400303 THD PLCC CO

N



3308 61 97255 12/01/2019 5541

## RETURN POLICY DEFINITIONS

POLICY ID	DAYS	POLICY EXPIRES ON
A 11	365	11/30/2020

\*\*\*\*\*

## DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H8B 198107 194860

<https://webapp.homedepot.com/BUWebApp/>

20F00283B - AVILA, JOSEPH

## Account Details

Kref number	Account Number	Type	ExpDate	Signature	Entry
XXXXXXXXXXXX2229	XXXXXXXXXXXX2229	HD	NA	Y	CHIP
Settlement Release Date : 12/02/2019					
EMV Brand			EMV brand		
Application A0000000049999D8400303			application THD PLCC		
ID :			name : CON		
CVM code : 7			CVM description SIGNATURE		
Display CVM			EVM		
code : SIGNATURE			fallback NA		
			indicator :		

## Miscellaneous Details

Sales Posting Date : 12/01/2019



# Credit Services - Receipt LookUp

## Receipt

Transaction Identifier : [3308, 12/01/2019, 62, 6751]

Printed on: 12/06/2019 09:55:35

### Receipt Image



**More saving.  
More doing.<sup>SM</sup>**

MATTHEW\_J\_PERKINS@HOMEDEPOT.COM  
7015 ARROYO CROSSING PKWY 702-270-6446

3308 00062 67512 12/01/19 12:49 PM  
SELF CHECKOUT

725636004955 PORTATORCH <A> 315.00  
LINCOLN ELEC OXY-ACET PORT-A-TORCH

SUBTOTAL 315.00  
SALES TAX 25.99  
TOTAL \$340.99

XXXXXXXXXXXX2229 HOME DEPOT

USD\$ 340.99

AUTH CODE 001366/8620373 TA  
AID A0000000049999D8400303 THD PLCC CO

N



3308 62 67512 12/01/2019 3166

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 11 365 11/30/2020

\*\*\*\*\*

### DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: H8B 138621 135375  
PASSWORD: 19601 135313

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.

<https://webapp.homedepot.com/EndUserWebApp>

20F00285B - AVILA, JOSEPH

### Account Details

Kref number	Account Number	Type	ExpDate	Signature	Entry
XXXXXXXXXXXX2229	XXXXXXXXXXXX2229	HD	NA	Y	CHIP
Settlement Release Date : 12/02/2019					
EMV Brand			EMV brand		
Application A0000000049999D8400303			application THD PLCC		
ID :			name : CON		
CVM code : 7			CVM description SIGNATURE		
Display CVM			EVM		
code : SIGNATURE			fallback NA		
			indicator :		

### Miscellaneous Details

Sales Posting Date : 12/01/2019

12/01/2013

Receipt Lookup

Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.



# EXHIBIT B

8050

# NEVADA PRETRIAL RISK (NPR) ASSESSMENT

Assessment Date: 1/5/2020

Assessor: Jonah Battie

County: Clark

Defendant's Name: Amalia Sosa

DOB: 12/26/1986

AGE: 33

Case/Booking #: 20F00283A

Dept #: JC-12

Address: UNABLE TO VERIFY

Contact Phone #:

# of Current Charges: 17

City:

State: Zip:

Lives w/ kids + sister in law

725-219-1390

Most Serious Charge: Burglary, (2+)

Total Bail at booking: \$67,000.00

## SCORING ITEMS

SCORE

1. Does the Defendant Have a Pending Pretrial Case at Booking?

Yes If yes, list case # and jurisdiction: 19F03827B JC-3

2

2. Age at First Arrest (include juvenile arrests)  
20 yrs and under

First Arrest Date 8/16/2005

2

3. Prior Misdemeanor Convictions (past 10 years)  
One to five

NJ - 20 yrs

1

4. Prior Felony/Gross Misd. Convictions (past 10 years)  
One or more

Family - parents

1

5. Prior Violent Crime Convictions (past 10 years)  
None

PC20F00283A  
NPR  
Nevada Risk Assessment Tool  
11021762

0

6. Prior FTAs (past 24 months)  
None



0

7. Substance Abuse (past 10 years)  
Prior multiple arrests-drug use or poss/alcohol/drunkenness

3 kids - ages 9, 8, 5

8. Mitigating Verified Stability Factors (limit of -2 pts. total deduction)  
If 1, 2 and 3 not applicable

live w/ A

Military

owns company called OCO cleaning

TOTAL SCORE:

Risk Level: Moderate Risk 8 Points

2 Avila serves

Override?: ☒ Yes ☐ No

Override Reason(s): PR-MoreSever

clean up crew for the company

If Other, explain:

Final Recommended Risk Level: Higher

☐ LOW ☐ MODERATE ☒ HIGHER

Supervisor/Designee Signature

Date: 1/5/2020

Detained

Revised 8.2017

1/5/20 MAP DA PLC SV 1/7/20 JC-12

LEV000070

Felony convictions: 6

YEAR	STATE	CHARGE
06	NV	BURGLARY
06	NV	CONSP BURGLARY
06	NV	BURGLARY
09	NV	PCS
15	NV	CONSP VIOL UCS ACT
15	NV	PCS W/ITS

Misdemeanor Convictions: 3

FTAS: 2

Detainers: NONE

Pending Cases: 19F03827B JC-3 PRELIM 2/20/2020

↓  
Burg  
or  
Consp Burg  
Consp or  
OR'd since 4/2019

Revised 8/2017

LEV000071

CONFIDENTIAL

**FINANCIAL AFFIDAVIT**

IN SUPPORT OF REQUEST FOR ATTORNEY, EXPERT, INVESTIGATIVE OR OTHER COURT SERVICES FOR INDIGENT PERSONS

**JUSTICE COURT LAS VEGAS TOWNSHIP**

IN THE CASE OF  
**STATE OF NEVADA VS.**

CASE # **20F00283A**

DEPT 12

**Sosa, Amalia Eva**

DATE: **1/4/2020**

**SECTION 1**

I, Amalia Sosa, do solemnly swear under penalty or perjury that I am named as defendant in the case of State of Nevada VS. Amalia Sosa and that I do not have the ability to pay for an attorney or for any other court services necessary for my defense because: (check (✓) all that apply)

- I currently receive SSI benefits;
- I am currently a public housing resident / Section 8 recipient;
- p I am currently receiving food stamps; \$743
- I am currently a welfare recipient (TANF);
- I currently receive Unemployment / Workers Compensation benefits as my sole income;
- I have been determined disabled but benefits are pending;
- I am unemployed with no source of income;
- I am a resident of Shade Tree Shelter;
- I am a recipient of HELP Homeless Outreach Subsidy;
- I am a recipient of Women's Development Housing Assistance;
- p I am a recipient of Medicaid Disability Insurance;
- I am a resident of the Salvation Army or a Transitional Housing Program;
- I am currently incarcerated;

Do you now or have you ever served in any branch of the United States Armed Forces whether active duty, reserve or guard?

I Am -

I Am Not p

COMMENTS:

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LEV000072



Are you employed? YES

How much do you earn each month? VARIES

Name and Address of employer: SELF EMPLOYED - OCD CLEANING.INK

Does your spouse work? YES

How much does he/she earn per month? UNK

Do you have any other income (from retirement funds, interest, dividends, rents, etc.)? NO

List all other income sources:

How much money do you have in bank accounts? \$0

Do you own any real estate, motor vehicles, motor homes, stocks or other valuable property? NO Please describe and list value:

Marital Status: Married

Total Number of dependents: 3

List the people you support (Name, Age & Relationship):

What is your address? 3774 MONTE CARLOS LAS VEGAS, NV

How much do you pay monthly in rent or mortgage? HELPS OUT

List all other significant debts:

C.C \$2000.00

I declare under penalty of perjury that the foregoing is true and correct. (NRS 53.045).

SIGNATURE OF DEFENDANT \_\_\_\_\_

Revision Date: December 7, 2015

LEV000073

\*PAGE 1 OF 1 ☐ UOF ☐ BODY CAM  
\*ID/CS# 1921777 ☐ NEW ID

☐ JUVENILE ☐ DNA SAMPLE TAKEN ☒ DNA NOT REQ'D

CO. SGT APPROVAL

☐ REBOOK ☐ ABSENTIA ☐ FORM 6 ☐ NDOC

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**TEMPORARY CUSTODY RECORD**  
(\* DENOTES OFFICER REQUIRED FIELD)

P2206931111324  
\*ARREST DATE: 1/4/2020 \*ARREST TIME: 1012

\*EVENT #: 19129999832

\*CO-DEF: Y

☐ COURTESY HOLD ☐ DETAINER

*INTAKE NAME (AKA, ALIAS, ETC.) LAST FIRST MIDDLE SOSA-AVILA AMALIA				TRUE NAME LAST FIRST MIDDLE SOSA AVILA AMALIA EVA MARIA																					
*HOME ADDRESS (STREET # AND STREET NAME) UNK				BLDG./APT.#		*CITY LAS VEGAS		*STATE NV		*ZIP 89103		*PLACE OF BIRTH ALBUQUERQUE, NEW MEXICO													
*DATE OF BIRTH 1986		*RACE W		HISP ETHN H		*SEX F		*HEIGHT 5'08"		*WEIGHT 195		*HAIR BRO		*EYES GRN		*SOCIAL SECURITY # [REDACTED] 5055		*CITIZENSHIP USA		*ALIEN REGISTRATION #		<input type="checkbox"/> US VETERAN <input type="checkbox"/> ACTIVE MILITARY			
*LOCATION OF CRIME (STREET ADDRESS, CITY, STATE, ZIP) 3226 SPRING MOUNTAIN RD LAS VEGAS, NV 89103												*LOCATION OF ARREST (STREET ADDRESS, CITY, STATE, ZIP) 3531 S LAS VEGAS BLVD LAS VEGAS, NV 89102												<input type="checkbox"/> CITIZEN'S ARREST <input checked="" type="checkbox"/> SPEAKS ENGLISH	
*ARR ** TYPE		*COURT JURIS		*WARRANT # / CASE #		*# CNTS		*NOC CODE		*M GM F		*CHARGE LITERAL						*ORD / NRS		*BAIL		*EVENT# / NIC#			
PC		JC				1		50425		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		BURGLARY, (2+)						205.060.2		10000		19129999832			
PC		JC				5		50790		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		OBT/POSS CR/DEB CARD W/O C-HOLDERS CONSEN						205.690		15000		19129999832			
PC		JC				5		50796		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		USE CR/DEB CARD, OR ID, W/O CONSENT						205.760.1		15000		19129999832			
PC		JC				5		56057		<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>		BUY/POSS/RCV STOLEN PROP, \$650 - 3500						205.275.2		25000		19129999832			
PC		JC				1		55198		<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>		CONSP COMMIT CRIMINAL CONTEMPT						199.480		2000		19129999832			
										<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>															
*OTHER JURISDICTION:				**ARREST TYPES: PC - PROBABLE CAUSE BS - BONDSMAN SURRENDER BW - BENCH WARRANT AW - ARREST WARRANT RM - REMAND GJI - GRAND JURY INDICTMENT																					

TIME STAMP AT BOOKING 1/4/2020 7:34 PM		*ARRESTING OFFICER SIGNATURE JOSHUA LEE HAYNES		14010 *P#		MPD *AGENCY		P2 *SECTOR/BEAT OF ARREST	
		*TRANSPORTING OFFICER SIGNATURE DAVID GUILLERMO VARGAS		16302 *P#		MPD *AGENCY		SVAC AREA CMD	
P# R17608M		*EMERGENCY CONTACT JANICE SOSA		CUSTODY RELEASED TO					
		*RELATIONSHIP MOTHER		NAME					
		*PHONE NUMBER (702) 273-4741		POSITION					
		*EMAIL ADDRESS		AGENCY					
DOC DIST P#		JUDGE Date: 1/4/2020 P# Las Vegas Metropolitan Police Department By: K17635C REL REV P#							
PID: 1:1 RT LT RI LI SCORE:		1:N RT LT RI LI SCORE: 2618							
<input type="checkbox"/> POLICE RECORDS COPY		<input type="checkbox"/> COURTS COPY		<input checked="" type="checkbox"/> DSD RECORDS COPY		<input type="checkbox"/> PROCESSING COPY			

LVMPD 22 (Rev. 08/17) WORD 2010

Received  
Las Vegas Justice Court  
1/4/2020 11:05 PM

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**DECLARATION OF ARREST REPORT**

☒ County Jail    ☐ City Jail    ☒ Adult    ☐ Juvenile    Bureau: SVAC

ID# 1921777		EVENT # LLV19129999832		ARRESTEE'S NAME (LAST) SOSA-AVILA			(FIRST) AMALIA		(MIDDLE)		SSN# [REDACTED] 6055
RACE W	SEX F	DOB [REDACTED] 1986	HGT 5'08"	WGT 195	HAIR BRO	EYES HAZ	POB GRN				
ARRESTEE'S ADDRESS TRANSIENT						CITY LAS VEGAS		STATE NV		ZIP CODE	
OCCURRED DATE: 11/30/2019    TIME: 1800		ARREST DATE: 01/04/2020    TIME: 1012		LOCATION OF ARREST (NUMBER, STREET, CITY, STATE, ZIP CODE) 3531 S. RAINBOW BLVD. LAS VEGAS, NV 89103							
LOCATION OF CRIME (NUMBER, STREET, CITY, STATE, ZIP CODE) 3226 Spring Mountain RD. LAS VEGAS, NV											
CHARGES / OFFENSES Burglary Possession of Credit Card W/O Owners Consent (5 counts) Fraudulent Use of Credit or Debit Card (5 Counts) Buy/Possess/Receive Stolen Property Conspiracy to Commit Burglary											
CONNECTING REPORTS (TYPE OR EVENT NUMBER) FELONY ARREST PACKET											

The undersigned makes the following declarations subject to the penalty of perjury and says: That I am a peace officer with the LVMPD, being so employed for a period of approximately 11 year(s).

That I learned the following facts and circumstances which lead me to believe that the above named subject committed or was committing the offenses above at the location of 3531 S. RAINBOW BLVD. LAS VEGAS, NV 89103 and that the offense(s) occurred at approximately 1012 hours on the 4th day of January, 2020.

**Details for Probable Cause:**

On Friday December 5, 2019 Detective J. Haynes P#14001 was assigned LVMPD event LLV19129999831. The details of this event, which were entered via an online report, stated that the victim's vehicle, a Dodge Ram pickup truck with Wyoming license plate 02T30920 registered to, Bowman, Dean DOB: [REDACTED] 1961, was burglarized outside the address of 3226 Spring Mountain Road. Las Vegas, NV 89102. According to the victim he and his wife were inside the business for approximately 15 minutes. Upon their exit of the business they discovered their vehicle to have been burglarized and a number of personal items to include a Home Depot credit card, Discover Credit Card, A laptop, and an Apple Ipad had been taken.

Detective Haynes proceeded to make contact with the Home Depot store located at 7015 Aroyo Crossing Las Vegas, NV on 12/06/2019. This Home Depot was listed as one of the locations that the victim's stolen Home Depot credit card was used. Detective Haynes spoke with the Loss Prevention manager Shane Webber and recovered a large amount of high quality digital video footage showing a white or Hispanic Male adult making a number of purchases at the self-checkout inside the Home Depot store. These purchases were determined to have been made using the stolen Home Depot credit card of Dean Bowman with the last four digits being 2229. Through the use of this video footage Detective Haynes was able to isolate an image which was sent to the LVMPD Facial Recognition unit for analysis pm 12/06/2019. On 12/11/2019 Detective Haynes opened a department email from the LVMPD Fusion Watch Center which had a possible match for one of the suspects who were recorded on video using Dean Bowman's Home Depot credit card. This email response included a positive facial identification match of a male individual identified as Avila, Wesley ID# 1918834.

On 12/12/2019 Detective Haynes proceeded to further the investigation. A criminal records check was conducted on Avila which returned with extensive criminal history which included crimes such as burglary,

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

LVMPD 1008 (Rev. 1-19)

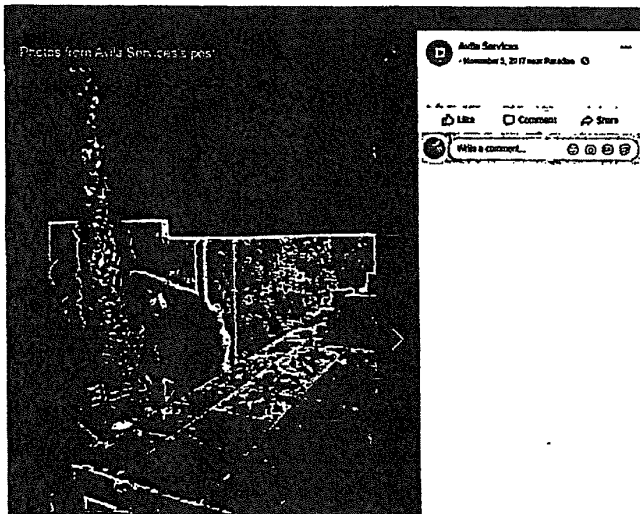
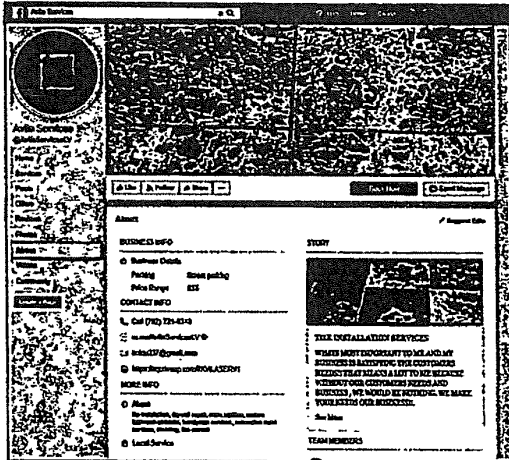
LEV000075

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 2 of 13

possession of burglary tools, and possession of credit cards without owners consent as well as a number of other criminal offenses. Detective Haynes proceeded to attempt to locate Avila through social media sites as a means of further positively identify him as the same individual who was seen to have made the purchases in the video recovered.

Detective Haynes located two Facebook accounts associated with Wesley Avila. The first is listed as Avila Services located at the address of <https://www.facebook.com/AvilaServicesLV/>.



The second is a personal Facebook account for Wesley Avila which can be connected to through the Avila Services business Facebook page. The address for this account is as follows.  
<https://www.facebook.com/wesley.avila.7311>

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

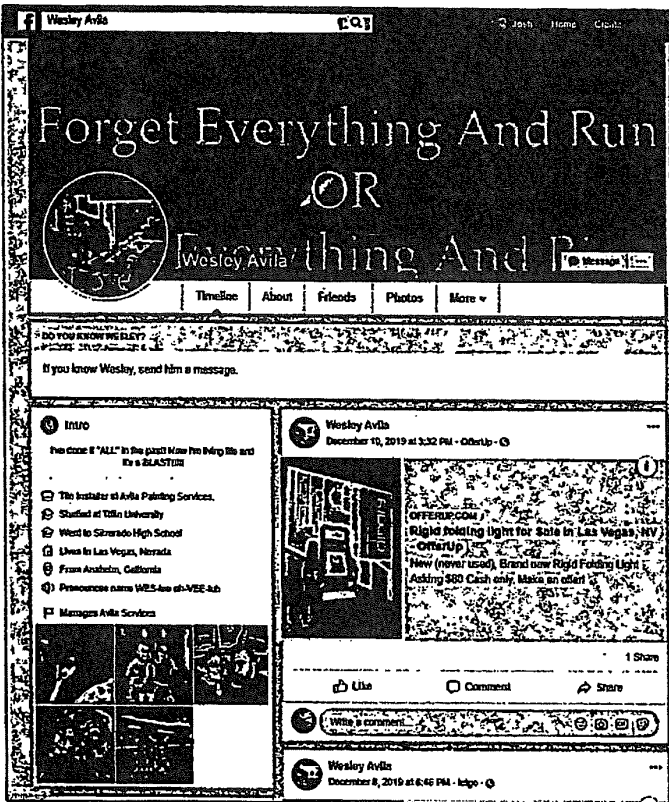
LVMPD 602 (Rev 02/18) Word 2013

LEV000076



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 3 of 13



A Facebook preservation request was immediately applied for on 12/12/2019 upon the discovery of both of the Facebook accounts associated with Avila. Further investigation into the personal Facebook account of Wesley Avila revealed that he uses his personal account to sell a number of items. Among these items was a listing for a Ring Alarm System with motion sensors. This is critically important due to the fact that a ring Motion 2pk was purchased using the stolen credit card of Bowman on 12/01/2019. This purchase was made by Avila and his female accomplice on 12/01/2019 at approximately 1336 hours at the address of 7015 Arroyo Crossing Parkway Las Vegas, NV.

This item is listed in the receipt recovered from Home Depot as follows – 842861101607 RING MOT 2PK  
<A> 59.99.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

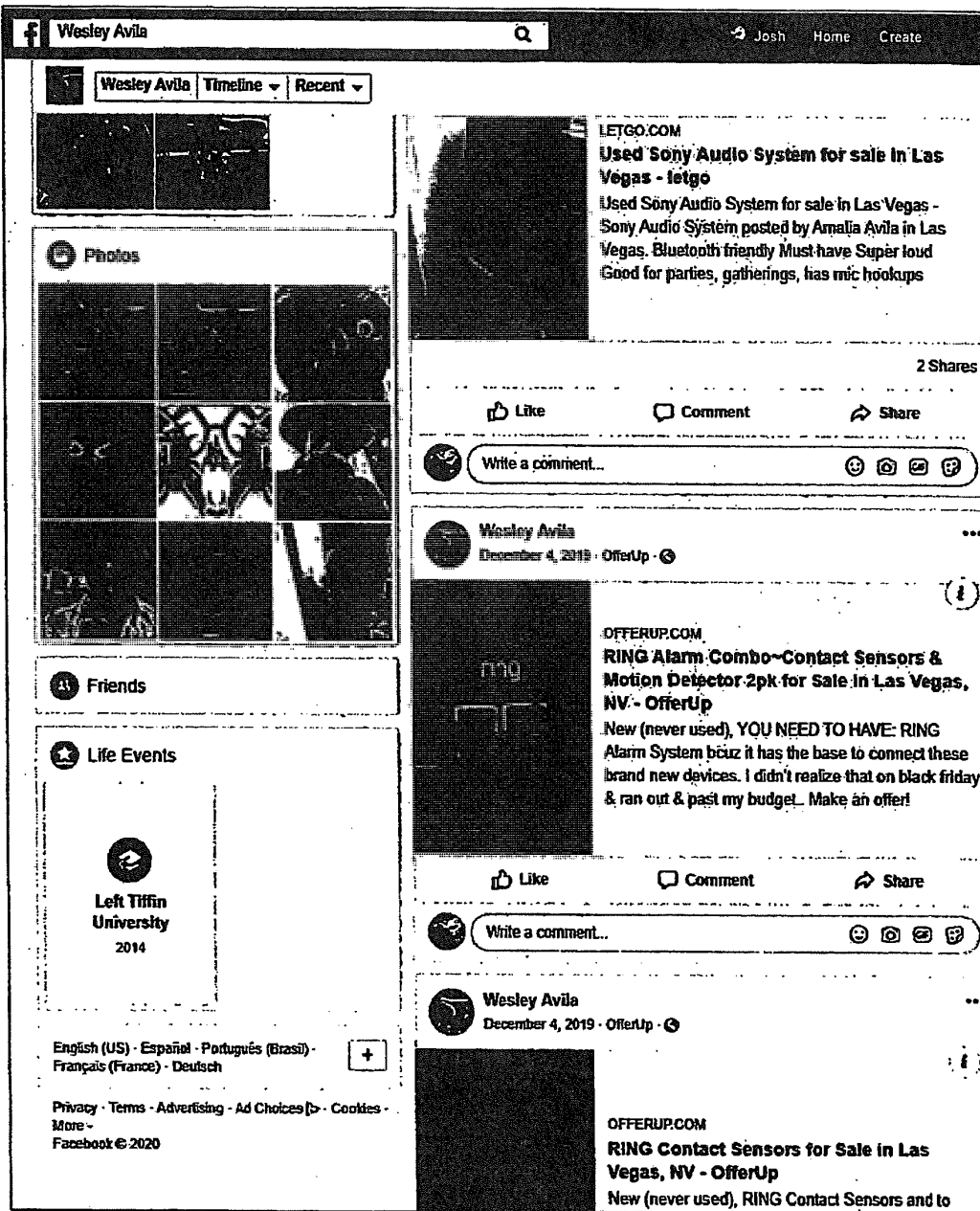
[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000077

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 4 of 13



This post was made as a link that connected an Offerup account which is connected to the user name of Amalia under the following profile address - <https://offerup.com/p/35001811/>. This link was followed which connected to an OfferUp profile which shows a clear image of Avila along with an unknown female. This female closely matches the female who can be seen on the video footage recovered from the Home Depot security system. This

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/16) Word 2013

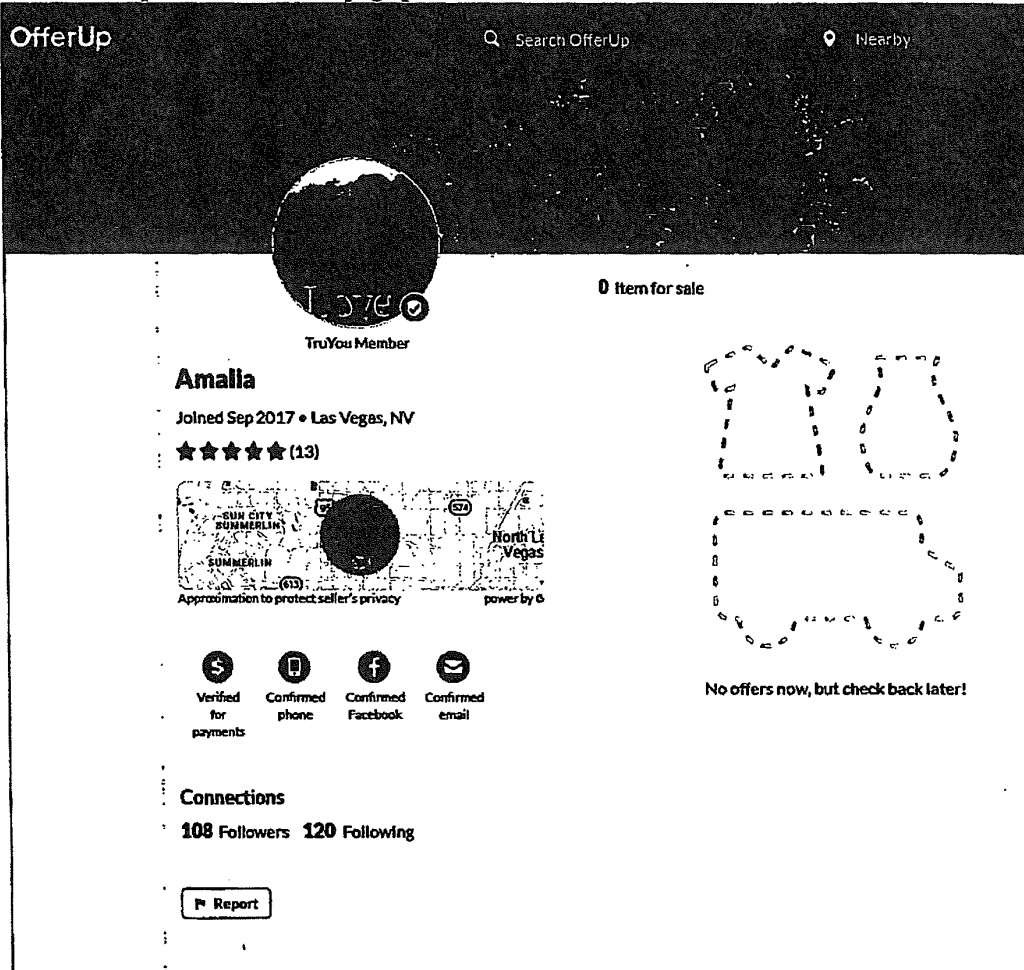
LEV000078

ROA Page 0968

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 5 of 13

female also closely matches the same female who can be seen in a number of photos on Wesley Avila's business and personal Facebook page posts.



In addition to the Ring Security system the following items were shown to have been purchased with the stolen Home Depot Credit card of Dean Bowman under the same transaction.

- Indoor Security Camera – white
- 4.5 Metal Cutting Diamond Blade
- Noell Pull-down Kitchen Faucet Stainless Steel
- Adapter set
- Metal cutoff blade
- X2 36 pack AA batteries
- 16 pack AAA batteries
- T&G Pliers
- Bolt Cutters
- Youth size sports balls

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Ward 2013

LEV000079

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

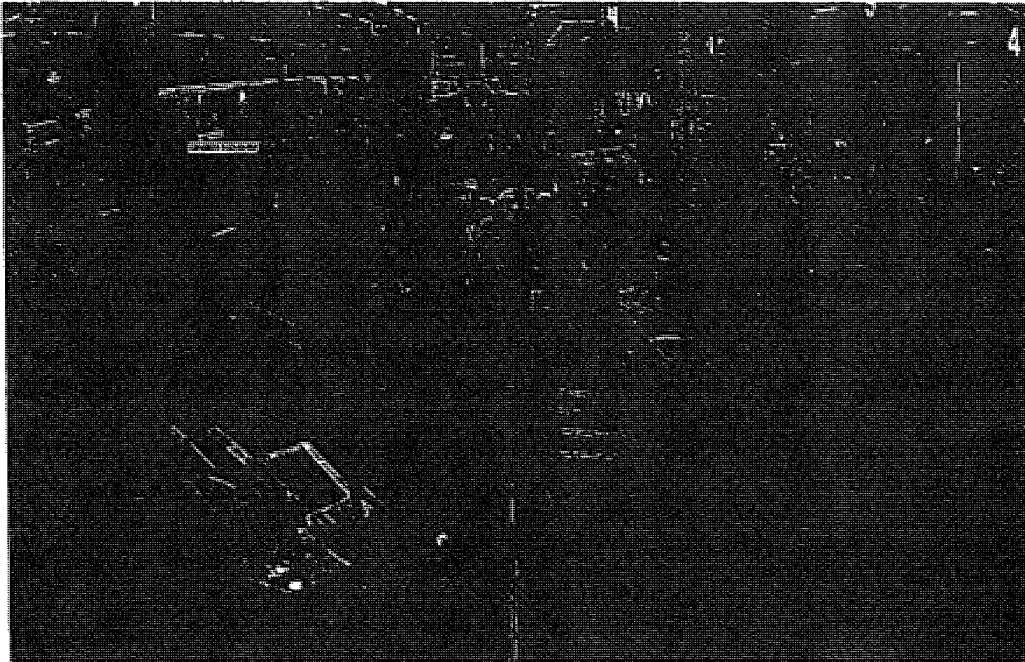
HEADER  
Page 6 of 13

- Door locks

These items are of specific interest. The Avila Services business page listed on Facebook is listed as a tile and home repair service. Included in the items purchased on 12/1/2019 are a number of items which are used in the process of home repair and improvement to include the above listed items as well as the items listed below. These items were purchased at the same location on the same date at a different time under a different transaction number. However, these purchases were made by the same individual using the same stolen Home Depot Credit Card of Bowman. These items are as follows.

- Portatorch – Lincoln Electric Oxy-Acetylene Port-A-Torch – Purchased 12/01/2019 1249 hours
- Ryobe 18v Impact Wrench Kit w/ 2yr replacement – Purchased 12/01/2019 1240 hours
- Tile Flooring – 12x12 Grecian White Octagon X20 pieces – Purchased 12/01/2019 0137 hours
- Tile Flooring – 12x24 Cascade Ridge-CA-15 X 6 pieces - Purchased 12/01/2019 0137 hours
- Versabond Bonding Mortar – White - Purchased 12/01/2019 0137 hours

All of the items listed to have been purchased are specific in the use of home upgrades and home repair. These items were purchased with the stolen credit card of Bowman by an individual who has been identified as Wesley Avila ID# 1918834. The ongoing investigation into Avila has shown that items which are exactly similar to at least one of those purchased have been listed and sold through Facebook and OfferUp under accounts that Avila is directly associated with or the owner of. The following photos shows Avila exiting Home Depot with said items.



*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[ FOOTERTEXT ]

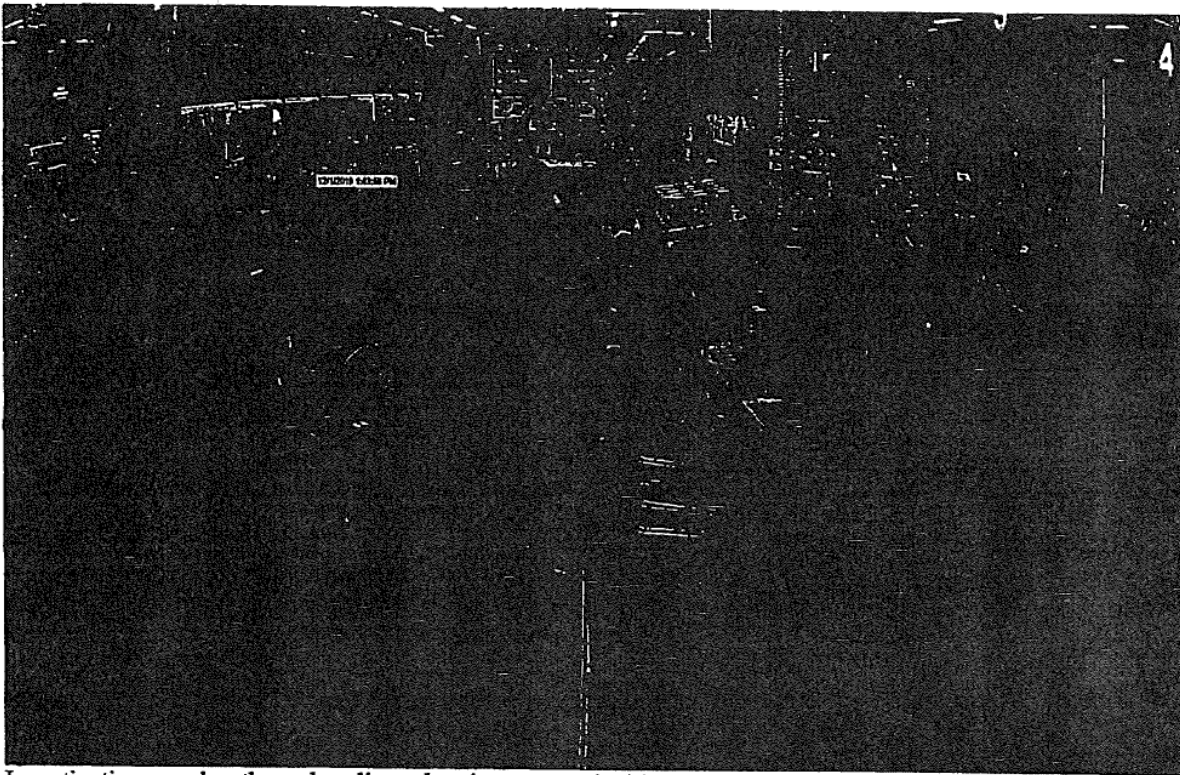
LVMPD 602 (Rev 02/18) Word 2013

LEV000080



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

HEADER  
Page 7 of 13



Investigative searches through online sales sites returned with an Offerup Account associated with the User Name of mt\_asosa the following details are associated with said account.

Username: mt\_asosa

Email: itoldu237@gmail.com

Phone: 702-937-9065

Facebook ID: 10209721258258756

Further investigation revealed that this account was associated with an Amalia E Sosa DOB: [REDACTED] 1986 SSN: [REDACTED] 6055 who has been identified as the wife of Asosa, Wesley.

On 12/13/2019 Detective Haynes furthered his investigation regarding the female identified as Amalia Sosa. A Facebook profile for Sosa at the address of: <https://www.facebook.com/kraz37> was located. A request was immediately placed with Facebook to preserve the account details upon the discovery of this profile.

Further investigation into Sosa's Facebook profile revealed a phone number shown in an image of an advertisement she had placed on her Facebook for Avila Services. In this advertisement listed a phone number of 725-200-9427 was located. Records searches show this number is associated with an Avila, Wesley located at the address of 2320 Tucumcari Dr Apt 1010 Las Vegas, NV 89108.

A check at the Tucumcari Dr address returned negative when checking the area for the suspect vehicle. Area checked on 12/13/2019 at approximately 0830 hrs.

Facebook warrants were completed and sent to Facebook Inc. for both Avila, Wesley and Sosa-Avila, Amalia. These warrants will include Facebook Messenger records.

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[ FOOTERTEXT ]

LVMPD 602 (Rev 02/18) Word 2013

LEV000081

## CONTINUATION REPORT

HEADER  
Page 8 of 13

On 12/26/2019 Detective Haynes made contact with CCSD School Police in an attempt to gain information regarding Sosa-Avila and/or Avila's listed address information by going through student information. Detective Haynes spoke with Dispatcher Garcia who provided a listed address for one a registered child [REDACTED] Sosa-Avila at 364 Silverado Pines Ave. Las Vegas, NV 89123. Detective Haynes created a 463 under event LLV191200118402 and proceeded to check the address.

Detective Haynes proceeded to make contact at the address. The property was found to be empty and to have recently been vacated. Detective Haynes once again made contact with CCSD to determine what school [REDACTED] Sosa-Avila was currently registered to attend. Once again Dispatcher Garcia provided information for an elementary school a short distance away [REDACTED] Elementary school. Detective Haynes attempted to make contact at the school but was informed that due to the holiday vacation the school would not reopen for some time. Detective Haynes was able to determine that [REDACTED] Sosa-Avila most recently attended school on 12/20/2019. That day being the last day before the Christmas Break.

Detective Haynes proceeded to conduct additional investigation regarding the address of 354 Silverado Pines Ave. There have been a number of criminal event created in December of 2019. Under event LLV191200013027 a 406v was created listing Wesley Avila as the suspect in an auto burglary involving the property management for the above address from which he had recently been evicted.

Under event LLV191200083043 a burglary was reported at the address. Under this report a number of new appliances were listed as having been stolen from the property. The victim of this event was the same victim from the previously listed event, Progress Residential located at 8485 W Sunset Rd # 103 Las Vegas, NV 89113. In both of these previous events the auto burglary and the residential burglary Wesley Avila is a common entity. Both of these crimes closely match the MO used by Wesley Avila.

Detective Haynes was able to locate an additional mailing address used by Wesley Avila of 9457 S Las Vegas Boulevard # 145 Las Vegas, NV. Detective Haynes proceeded to this address to conduct an area check. It was found that apartment # 145 was repeated a number of times in this complex. However additional research showed that numerous events have been reported to have taken place at the address of 9475 S Las Vegas Blvd Building 20 apt 145 Las Vegas, NV. These events being event LLV191100078353 and LLV191100078075. Research into these events show that Sosa-Avila and Avila were previous residents at these addresses and have been evicted since. Checks at these residences were negative in attempting to locate the suspects.

On 01/02/2020 Detective Haynes proceeded to conduct records checks into previous police contacts for Wesley Avila. These checks returned with a connection to a family member identified as Joseph Avila. Joseph's listed address is 9457 Las Vegas Bld Unit 145. This is the same address listed and checked previously which Wesley and Amalia list as their previous residence. When interviewed by patrol officers Joseph and Wesley Avila were in a 1992 Ford Explorer truck. This Ford Explorer was registered to the address of 2320 Tucumcari Dr #1010. A records search was conducted to attempt to determine who is currently living at the listed address. The return showed that Wesley Avila was previously listed as living at that address.

Contact made with a Courtney Lawson at the management company for Ashford Manor located at the address of 2320 Tucumcari Dr. Lawson advised to send a request on LVMPD letterhead requesting the required information. This request was sent via email and Lawson was able to confirm that Avila, Wesley and Sosa-Avila, Amalia were previously tenants at that address but have since moved out of the residence.

Detective Haynes proceeded to conduct online searches and investigations and was able to find a current Facebook post by Sosa-Avila, Amalia on 12/27/2019 to the personal Facebook account at <https://www.facebook.com/kraz37> looking to sell a Louis Vuitton wallet. This post can be seen below.

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

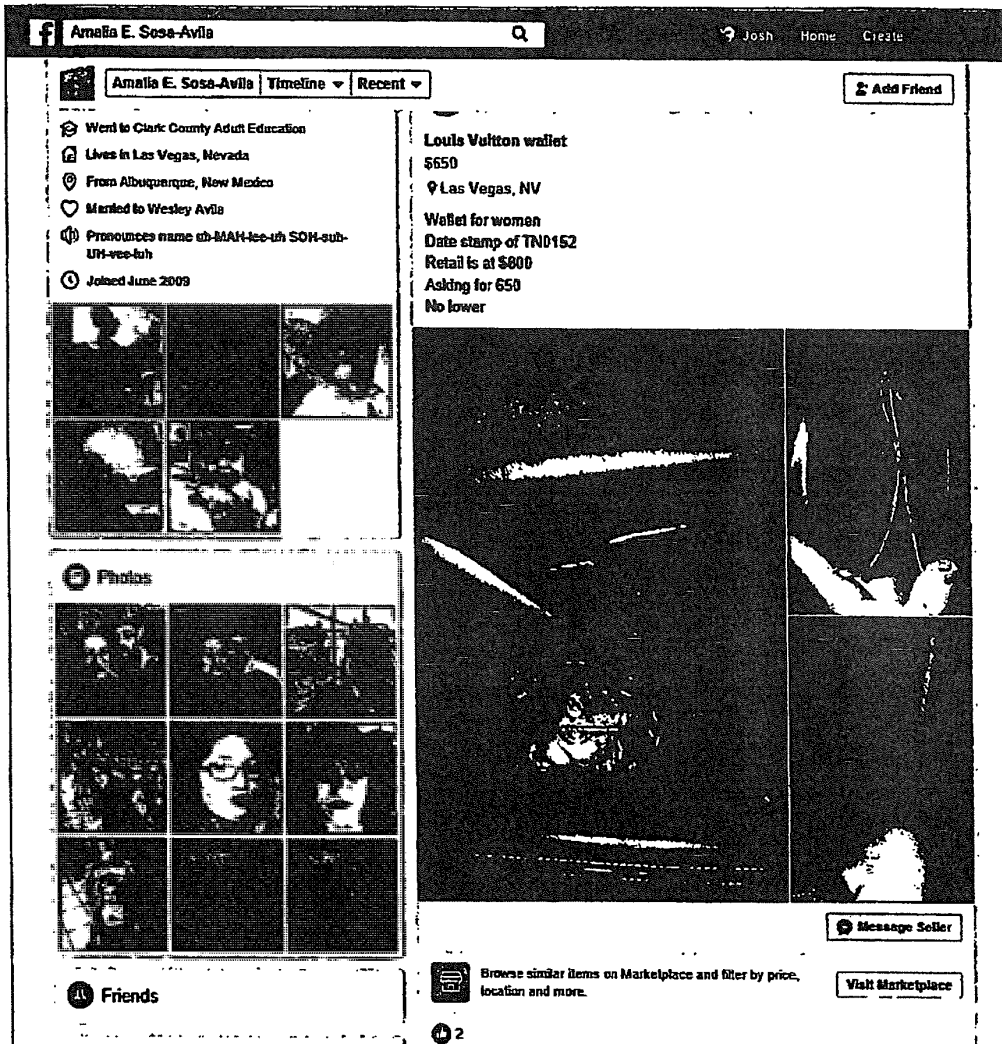
[ FOOTERTEXT ]

LVMPD 602 (Rev 02/18) Word 2013

LEV000082

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 9 of 13



Detective Haynes working with the Spring Valley Area Command Information Officer Samuel Wittwer P# 15218 was able to make contact with Sosa-Avila through facebook messenger in an attempt to setup a time to meet and purchase the listed item. Sosa-Avila responded to the text message and a meeting time was agreed to of 10am on 01/04/2019 at the address of 3485 S Rainbow Blvd, Las Vegas, NV 89146. This is Burger King with a wide open parking lot. The series of text messages between Sosa-Avila and Detective Haynes, using a fake Facebook account follows.

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000083

ROA Page 0973

**HEADER**  
**Page 10 of 13**



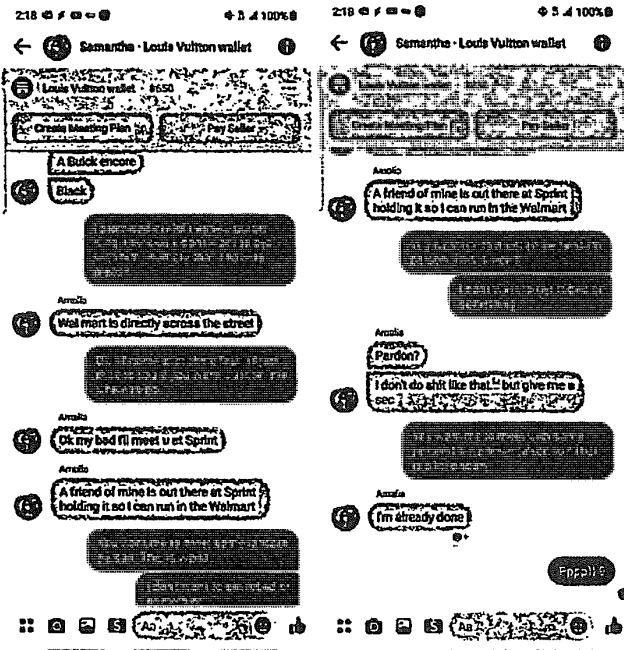
LVMPD 602 (Rev 02/18) Word 2013

ROA Page 0974



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
CONTINUATION REPORT

HEADER  
Page 11 of 13



On the morning of 01/04/2020 Detective Haynes created an event under LVMPD event number LLV200100016469. The purpose of this event was to put in place a controlled operation to meet with Sosa-Avila and take her into custody in an attempt to recover the stolen property and make contact with all suspects involved. The original agreement with Sosa-Avila was to meet in the parking lot of 3485 S Rainbow Blvd. Las Vegas NV. Shortly before Officer arrival, as can be seen in the text messages, Sosa-Avila changed the address and location to the parking lot of the Walmart directly across Spring Mountain Rd. from the above listed address.

As Sosa-Avila was sending these text messages to the account being used by Detective Haynes Officer B. Rose P#9661 could see an unidentified male adult walking through the parking lot of the Burger King at 3485 S Rainbow Blvd looking into each of the parked vehicles and taking photos of the vehicle license plates with his cell phone. This information was relayed to all Officers involved in the operations. As this was taking place Sosa-Avila agreed to meet with Detective Haynes, believing he was a female names Samantha, at the address of 3531 S. Rainbow Blvd. Las Vegas, NV 89103. This business is located inside the same parking lot as the Walmart previously referred to.

Officers observed a female matching Sosa-Avila's description along with an unknown male standing to the back of the spring store. Two marked black and white patrol vehicle immediately approached Sosa-Avila and the unknown male and proceeded to make contact. At the same time Detective Haynes and Detective Haynes moved into position to block Sosa-Avila as she attempted to flee back to a black vehicle she was driving. Officer immediately took Sosa-Avila and her companion into custody upon Detective Haynes' order. Detective Haynes had a number of criminal felony charges for Sosa-Avila's arrest to include Burglary, Possession of Credit Card W/O Owners Consent X5, Fraudulent Use of Credit or Debit Card X5, Buy/Possess/Receive Stolen Property, Conspiracy to Commit Burglary. Each of these charges was in direct relation to her use of the victim,

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[ FOOTERTEXT ]

LVMPD 602 (Rev 02/18) Word 2013

LEV000085

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

HEADER  
Page 12 of 13

Dean Bowman's, Home Depot card to make a number of illegal purchases at the Home depot located at 7015 Arroyo Crossing Las Vegas, NV.

Detective Haynes recognized the male as Joseph Avila who was previously identified as the brother of Wesley Avila. Detective Haynes knew that Joseph Avila was a convicted felon who had failed to keep his address current. As result probable cause existed upon contact to take Joseph Avila into custody for failure to keep his address up to date.

Upon taking Joseph Avila into custody Officers proceeded to conduct a search incident to arrest. Officer J. Chavez P#17237 working as marked patrol unit 2p46 proceeded to search Joseph Avila pockets and shoes. Upon removing the shoes of Joseph Avila a number of shaved keys, commonly used in the crimes of burglary, were located in his socks. Each of these keys was handmade and resembled the master keys used by the USPS when making entry into postal boxes. In addition a number of other keys were located which were shaved in nature and resembled those used to commit auto burglary and auto theft. In addition Joseph Avila was found to be in possession of a fraudulent identification which pictured his face but had the personal identifying details of another printed upon it. Lastly Joseph Avila was found to be in possession of a clearly Forged Credit Card which could be seen to have been modified by attempting to change the embossed numbers on this card. Each of these items was impounded under LVMPD event number LLV200100016469 as evidence to the crimes committed by Joseph Avila.

Both Joseph Avila and Sosa-Avila were transported back to Spring Valley Area Command where both individual were interviewed by Detective J. Haynes. Both Joseph Avila and Sosa-Avila were read their Miranda Right by Detective Haynes at 1130 hour to which each individual stated they understood their rights.

Detective Haynes interviewed Sosa-Avila, Amalia first. A summary of this interview follows.

Amalia stated to Detective Haynes initially that she had no information regarding any auto burglary that could have been committed. Sosa-Avila went on to state that she was innocent for some time. After a short period of speaking Sosa-Avila changed her story. She eventually told detective Haynes that she received the Home Depot credit card from an acquaintance she knows only as Sporty. According to Sosa-Avila Sporty owed her and Wesly Avila approximately 2,000 dollars for work they completed for him and giving them the Home Depot card was his way of repaying them. As the interrogation went on Sosa-Avila admitted to Detective Haynes that she knew the credit card she claimed to have received from a man named Sporty was stolen. She went on to state that she and Wesley Avila proceeded to use this Home Depot credit card a number of times to purchase various items. Sosa-Avila claimed that she gave most of the items away. However, when pressed about the previously mentioned Facebook post selling items that were purchased with the use of Dean Bowman's Home Depot credit card Sosa-Avila admitted that she and Wesley Avila had sold the Ring Security system through Offerup. When asked about the other items purchased Sosa-Avila would not answer Detective Haynes when he inquired as to where they were. She repeated that she had simply given them away.

Sosa-Avila admitted to detective Haynes in an audio and video recorded setting, under Miranda, that she had knowingly used a stolen credit card to make a number of illegal purchases. Sosa-Avila admitted that she, along with her legal husband Wesley Avila committed the crimes of:

Burglary

Possession of Credit Card W/O Owners Consent (5 counts)

Fraudulent Use of Credit or Debit Card (5 Counts)

Buy/Possess/Receive Stolen Property

Conspiracy to Commit Burglary

Detective Haynes concluded the interview with Sosa-Avila and proceeded to make contact with Joseph Avila. Detective Haynes, while audio and video recording Joseph Avila, proceeded to ask him a number of questions. A summary of this interview follows.

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[ FOOTERTEXT ]

LVMPD 502 (Rev 02/18) Word 2013

LEV000086

CLARK COUNTY METROPOLITAN POLICE DEPARTMENT  
**CONTINUATION REPORT**

HEADER  
Page 13 of 13

Detective Haynes asked Joseph Avila if he was aware of the previously committed auto burglary that had been completed. Avila denied any involvement. Detective Haynes went on to ask Joseph Avila about his relationship with Wesley Avila and Amalia Sosa-Avila. Joseph Avila stated that he knew that they were involved in some illegal activity as a result would try to limit his interactions with them. Joseph had no information to give regarding the ongoing investigation of Sosa-Avila and Wesley Avila.

Detective Haynes proceeded to ask Joseph Avila about the shaved keys which were found in his possession. Joseph Avila attempted to claim that he had simply found those key but could not tell detective Haynes why he kept them or put them into his socks. When pressed harder Joseph Avila could not answer with any clarity why he was in possession of items often used to commit Burglary. It is important to note that Joseph Avila has a long criminal history of Burglary and has previously been convicted for Felonies for the same. When asked about the Fraudulent Credit card Joseph Avila claimed that he had "just found it" and put it in his wallet. Again when pressed for details, Joseph Avila could not answer with any clarity or verifiable truths. Lastly Joseph Avila was asked about the fraudulent identification. Joseph Avila admitted that it was him in the photo but claimed that it was an old piece of identification that "a friend" had made for him.

Detective Haynes asked Joseph Avila pointedly if he knew that possession any of these items, the shaved keys, the fraudulent credit card, or the fraudulent identification were against the law. Joseph Avila admitted that he knew that it was a legal violation. Joseph Avila has been previously arrested and prosecuted for each of the crimes he is currently being charged for. Those crimes being.

Possession of Burglary Tools

Possess Document or Identification to Establish False Status/Identity

Forgery of a Credit Card.

Transcriptions of both interviews will be available upon request.

Both Sosa-Avila, Amalia and Joseph Avila were arrested and charged accordingly. Each were transported to Clark County Detention Center where they were booked accordingly.

\*\*\*\*\* End \*\*\*\*\*

*Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).*

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000087

ROA Page 0977

# EXHIBIT C



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 2

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

This interview is being conducted as part of an ongoing investigation calving-  
involving the crimes of burglary, auto burglary, possession of stolen credit cards  
and fraudulent activity, which occurred on 11-30-2019 at approximately 1240  
hours at the location of - hold that, 3226 Spring Mountain Road, Las Vegas,  
Nevada, 89102.

Q1: The Arroyo Crossings, Las Vegas, Nevada.

Q: The fraudulent activity took place at 7015 Arroyo Crossings, Las Vegas, Nevada  
under LVMPD Event# Lincoln, Lincoln, Victor, 191299999832. What is your  
current phone number?

A: Mmm...

Q: What number do you use for contact or whatever?

A: 702-721-9318.

Q: Do you work right now?

A: Yeah.

Q: Where do you work at?

A: I own a business, a cleaning business.

Q: Which one? What's the name of it?

A: It's called OCD Clean, Inc.

Q: Okay. Okay. So you're self-employed?

A: Mm-hm.

Q: Okay. What address do you use for that?

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 3

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

A: Uh, I use my mom's.

Q: What address?

A: 2995 East Sunset.

Q: Is that an apartment?

A: Uh, it's a condo.

Q: And what's the unit number?

A: Um, E213.

Q: Do you know the zip code?

A: Uh, 89120.

Q: 120?

A: Yeah.

Q: Okay. Is there a preferred time to contact you?

A: Um, like afternoon.

Q: Okay.

A: Morning.

Q: Aft- after 12:00-ish.

A: Morning - afternoon - well before 'cause I'm usually up in the morning to take the kids to school, so...

Q: Okay. Are they still going to the same school over there by...

A: Mm-hm.

Q: ...like, uh, the casino over there and stuff? That whole area?

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 4

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: By the South Point?

Q: South Point in that area?

A: Yeah.

Q: Yeah. Mornings then.

A: And, uh, that's cool.

Q: Okay. Um, I informed you your Miranda rights. Okay. I'd like to talk to you about your involvement and everything we've been talking about. Um, I revised you of your Miranda rights at 10:30. Okay. You acknowledged your rights, is that correct?

A: Uh-huh.

Q: Yes?

A: Yes.

Q: Okay. So - do you want - I don't know if calling him again is gonna make a difference. He's just gonna yell on the phone. Do you want to try to call him again? What number is it that you're gonna call?

A: Mmm, 725 number.

Q: Do you know it?

A: Uh, I don't know it. But hers.

Q: Okay.

A: Not him.

Q: Can you just go ahead and open it up and tell me what the phone number is, so I

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 5

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

can document it?

A: 725-219-1379.

Q: 725-219?

A: Mm-hm.

Q: What is it? 7...

A: 1379.

Q: 1379. And that's - that's, uh, Wesley's phone?

A: Mm-hm.

Q: Is that a pay as you go?

A: Um...

Q: Like, uh, like...

A: I think one of his friends got it for him.

Q: Okay. So it's not his? Well it is his.

A: Well it is his, but...

Q: It's not in his name.

A: Right. His friend gave it to him.

Q: Okay. All right. Then go ahead and call him. As soon as it starts going crazy though, we're gonna hang up the phone. Okay?

A1: Hello.

A: Hey....

A1: Hi babe.



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 6

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: ...you're on speaker.

A1: Okay.

A: So I don't know - I don't know. I don't know what to do here, but I just know that I wanna go home to the kids and that's it.

A1: Baby, you sent - you lawyer up. That's what you do.

A: I know that. But I wanna go home.

A1: I told you they're trying to fuckin' interrogate you right now, man.

Q: Haven't even talked to her yet?

A: They haven't - we haven't even - babe, they - they haven't asked me anything really.

Q: I don't need to speak to her. Do you understand that?

A1: Okay. So...

Q: I'm trying to give you an opportunity to do right by your wife.

A: Just...

A1: Do right? You want me to fuckin' admit and you know by turning myself in, which I didn't - which I'm not guilty of.

Q: Okay. That's fine. That's fine.

A1: I would - that's my fuckin' life and I'm not doin' wrong, officer.

Q: If you wanna talk, come talk to me. We're at, uh, Eldora.

A1: (Unintelligible) you guys.

Q: I don't understand what his deal is. Okay. Listen.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 7

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: It's not like you guys asked me anything. I'm just...

Q: I know and that's - that's the thing. And I'm being completely honest, right?

Have I lied at any point about anything? I haven't. There's - this is the thing

Amalia, I don't...

A: It's Amalia.

Q: Amalia. I'm sorry, Amalia. It's - I'm terrible with names. I apologize. Um, this is the thing. I - I don't - I don't have to talk to either one of you guys. The video is so clear. Um, I mean, the video is so clear that it led me directly back to you guys. It's clear enough, they gave me these pictures. These pictures are so good, that I was able to pull - and that's only two of them. But I was able to pull facial recognition and clearly get identities from both of those photos as well as the tattoos on the sides of your necks. Okay? I have documentation of every transaction that was made using that debit card - that Home Depot card. Um...

A: Wait a minute, we didn't - we didn't do that though. It was given to us.

Q: I watched the whole transaction.

A: No, I'm talkin' about the car.

Q: Okay. Well we're gonna talk about that. Okay?

A: It was given to us by a guy named Sporty.

Q: Okay. Well we're gonna back up and talk about it. But this is the thing, 'cause I'm not even charging you with the car thing. I'm not charging you with the - with the burglary of the vehicle. None of that. I'm charging you with five counts of

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 8

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

burglary.

A: What?

Q: And every time you guys ran that card - it was run five times. It's a charge for burglary.

A: Mmm.

Q: Five for three counts of possession for a credit card without owners' consent. Five counts of fraudulent use of a credit card and then buying possession with stolen property.

A: Mm-hm.

Q: Five counts.

A: Uh-uh.

Q: Now those are all felonies. That's 20 felony charges right there.

A: Uh-uh.

Q: Okay. Um, that's a total of 23 felony charges. With your criminal history and what we're lookin' at...

A: I already know.

Q: I know you know. Well you probably know better than I do.

A: I know.

Q: And your - your husband for whatever reason seems to think I'm playing a game and I don't have any - any way to talk to you. I have enough that I was already able to get warrants on a number of your guys' pieces of social media. Okay? I

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 9

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

have plenty. Now again, this conversation we're gonna start talkin' about exactly what happened. Okay? I need you to explain to me what happened.

A: I don't know.

Q: I know you - there's - there's pieces. And I need you to fill in the gaps for me.

Um, but obviously you guys did use the credit card. You - you - you became...

A: We had permission though.

Q: You did not from the owner.

A: Mm-hm.

Q: Sporty is nowhere - now- nowhere on the owner's name of that card.

A: I - I know. Well it's a nickname.

Q: Right. But - okay. So why don't you back up and tell me exactly what happened then?

A: Uh, he called us up 'cause I told - I was stressing out about meeting these deadlines was like all the jobs that we were supposed to be getting and then getting presents and blah - blah - blah. And he just - he owed us money - Sporty did. I never knew...

Q: And that's his real name is Sporty?

A: ...I don't know what his real name - I don't know what his real name is.

Q: How do you - how do you contact him?

A: I thought his real name was like - like Dean there's D - D. Something like that, but I never really asked him and his real name 'cause it's not something I just ask



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 10

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

people.

Q: And how do you even contact this guy then?

A: Uh, well he used to have a phone number that we used to call until he like tried to, um, get this girl that lives in my old apartment to like, uh, fight with me for some reason. And she ended up...

Q: Which apartment was that?

A: At the 145...

Q: The Southwest - West Boulevard?

A: Uh-huh. And the girl - that me and her had exchanged words. And supposedly he was trying to tell her that I was stealing from her when I wasn't. I never even been in her - back over there. All I did was kept checking my mail because I had a key to my mailbox until she changed it, which from that point forward, I never went back over there. And after that, uh, pretty much me and her, yeah, exchanged words. And she came running outside, uh, when I went over there - why she came running outside with an axe or something. And I told her to put it down. And then she didn't want to, so like I grabbed my, uh, my nightstick, um - um, like it's a retractable one. I went and grabbed that out of my car. And then, uh, um, she swung first, so I swung back. And she ended up hittin' me in my arm like I don't know if you see that.

Q: Well but how does this have anything to do with the...

A: Because this - that's the - I'm telling you, like, why, like, this Sporty guy that's like

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 11

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

- he was my neighbor.

Q: Okay.

A: So I never really asked him like...

Q: So...

A: ...what the hell his name was. It just didn't occur to me.

Q: So he - he just happened to have this...

A: Well he owed us money. So, like, he just told us to go ahead and go - go and get what we needed. And that was it.

Q: Okay. Okay. And what does Sporty drive?

A: Uh, a big ass truck.

Q: Okay.

A: A gold.

Q: Well that day you guys were driving a blue hatchback.

A: A blue hatchback.

Q: Yeah.

A: Yeah. Um...

Q: Whose car is that?

A: That was the same car that you, yeah.

Q: The one - the little Buick?

A: Yeah.

Q: It looked blue in the picture.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 12

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: It's not even a hatchback.

Q: Well SUV style, whatever. It was that one?

A: Yeah.

Q: It looked blue.

A: It was blue.

Q: What'd ya - oh you guys spray painted or somethin', huh?

A: Well yeah. 'Cause it was ugly. It was like too gray.

Q: So you guys painted that thing down for the blue.

A: Mm-hm.

Q: Okay. That makes more sense. Okay. So he just gave you this card and told you guys to just go ahead and go use it?

A: Yeah.

Q: Buy what you wanted?

A: Yeah.

Q: How much money did he owe you?

A: He owed us, uh, mmm, well over like 2 grand.

Q: Okay.

A: We did tile for him too - before. And he said, like, 'cause it would help him out with his rent. So like of course big-hearted person like he - he just decided to, you know, come up with a tile job. So that's how that ended up happening.

Q: Okay.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 13

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

- A: I'm sorry things just were like that. I didn't know that none of that stuff.
- Q: Well it's, uh, just one of those things where, um, like if you made a purchase, right? If you made one purchase that'd be the one thing, but you guys went back-and-forth...
- A: Yeah.
- Q: ...five times...
- A: Mm-hm.
- Q: ...over the process of whether that's really (unintelligible).
- A: For a few days.
- Q: One day? The first - well the first day I'm talkin' about - the first day you went in there five times back-to-back...
- A: Uh-huh.
- Q: ...and purchased things.
- A: Yeah.
- Q: Everyone left property back-and-forth to the car, to repurchase things.
- A: Yeah.
- Q: Why - why in and out so many times?
- A: Um, because I never got what I went in there for. 'Cause I have a problem with spending.
- Q: Problem with spending?
- A: Yeah. Like - like when I wanna go to Walmart too.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 14

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

- Q: So what - what does that mean? I don't understand.
- A: Like I go in there and I can - usually I'll come out bro- broke, but I get so sidetracked with what else I need, that I just seem to grab that and totally forget.
- Q: Well why would that - why would that matter if you weren't even gonna spend your own money? You're spending money that belongs to somebody else, so...
- A: Because I was trying to stay within a budget, so that way overdue their - their situation.
- Q: Okay.
- A: And then having to owe them, if I went over.
- Q: Okay. What happened to all the stuff you guys bought?
- A: Um, we gave it away.
- Q: You bought stuff at Home Depot and just gave it away?
- A: Yeah.
- Q: You sure about that?
- A: Yeah. Like, they were presents, yeah.
- Q: Okay. So you didn't sell any of it?
- A: Uh-uh.
- Q: Especially not that - that Ring system on OfferUp?
- A: Mmm, that was it. And that - I really didn't wanna do that. 'Cause I really wanted that thing.
- Q: But - so, I mean, obviously you bought items and you resold them over the



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 15

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

internet or at least one of them. The Ring that...

A: Yeah. I just sold one of them because the other ones I still have them and I use them.

Q: Where are those at?

A: Uh, they should've been in the car. If they're not in the car, then I think I have them either at my - my mom's, my - or my sister-in-law's, but I'm not quite sure exactly.

Q: Your mom's over on Easterns- Eastern.

A: Yeah.

Q: Um, do you know your mom's phone number?

A: Yeah.

Q: Because that's gonna be important.

A: Yeah.

Q: What is her number?

A: 702-273-4741. Her name is Janice.

Q: J-A-N-I-C-E?

A: Uh-huh.

Q: And she has your kids?

A: Yes, all three of 'em.

Q: Do you guys live there right now with your mom?

A: No, I don't - I don't live there.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 16

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

Q: Where do you guys live right now?

A: Uh, we kinda don't.

Q: I know 'cause you got evicted from your last place.

A: Uh-huh.

Q: So where you guys been sleepin'?

A: So, I mean, I've been sleepin' in the car. That's why the little kids are stayin' at my mom's 'cause I'm not tryin' to drag my kids along in - in the turmoil that we're going through. And...

Q: Okay.

A: ...until I could fuckin' wrap my head around what the hell is goin' on and like either get with the program or change things. I have...

Q: You - you...

A: ...started - needed to change my environment.

Q: ...you - you do - you do.

A: Yeah.

Q: I mean, that's actually is speaking the truth.

A: I know.

Q: I mean...

A: Yeah.

Q: ...'cause of what you got goin' on right now is not - not, I mean, obviously it's not good. 'Cause it ain't helpin' you at all.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 17

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: Right. I know.

Q: Um...

A: That's why like my kids are at my mom's and then...

Q: How were you - did you have your kids...

A: ...any money I get I pretty much go and spend it on whatever they needed.

Q: Did you have your kids before you got locked up the first time?

A: Did I have my kids...

Q: Yeah. 'Cause you went through that, uh...

A: Oh yeah.

Q: ...confessor's program, right?

A: That - that was, um, yeah. That was - yeah, I kinda had my kids going along with me.

Q: Going with...

A: Like they would - when I got evicted, uh, I was kinda like not willing. My pride was too...

Q: Too big?

A: Yeah. Too big and I wasn't able to see what was better for them, which was to not be drivin' around with me all day long. And like nowhere to go. Like it wasn't what I wanted for them, but that's what I did.

Q: Where - where did they - when you were in prison - 'cause you were in prison, right? Were you in the Nevada State?

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 18

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: Uh-huh.

Q: For how long?

A: For two years.

Q: So where'd they live when you were in Nevada State?

A: Uh, they lived with my brother and my mother-in-law.

Q: Okay. Okay. And then, um, so the stuff that was purchased, I mean, you said you gave a lot of it away. What do you have left?

A: Nothing.

Q: Nothing?

A: Yeah. Nothing.

Q: Well you just told me you had some of the Ring things.

A: Except for the Ring.

Q: Where are those at?

A: I don't remember exactly where they're at.

Q: Okay. Are they...

A: They're either at my mom's...

Q: Are they...

A: ...or like at my - my sister-in-law's. I could ask my sister-in-law.

Q: ...or - or in that car?

A: No, they're not in the car.

Q: Well you said they might be in the car when we were talkin'.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 19

EVENT #: 19129999832

STATEMENT OF: AMALIA SOSA-AVILA

A: Well they might be, but I don't think so.

Q: What's your sister-in-law's name?

A: Uh, Jessica or Francine.

Q: Both of those names or one of those names?

A: Both of those names.

Q: Two different people...

A: They're two different people.

Q: ...or two different - Francine. Okay. With the Sosa?

A: No, uh...

Q: Or is it Avila - Avila?

A: Uh, well Jessica is Avila. And then Francine is Muldoon.

Q: Muldoon?

A: Uh-huh.

Q: Do, uh, you guys live and back-and-forth to scratch everyone's whim?

A: Mmm. Yeah. Like I don't go to my mom's unless I'm just taking the kids over there or unless I'm talking to her about the kids or like we're tryin' to like she's just tryin' - my mom is there to just help me with the kids.

Q: Okay.

A: Like in any way she can. But, um, a long time ago, like I didn't ruin my chances of living there, but someone else ruined my chances of ever staying there.

'Cause now the trust is very slim with that whole situation because I've asked if I



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 20

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

could stay there, but it - I was told no, so...

Q: Wesley?

A: ...I, yeah. I, like, pretty much respect that decision to the fullest and I wouldn't put that on anybody.

Q: Sure. How - how long you been together with Wesley?

A: Like eight years.

Q: Eight years. A good eight years? Bad eight years?

A: But - ups and downs.

Q: Does it surprise you that he put you in this position? I mean, why - why - I don't understand why he'd be so willing to just say take the ride. Like he thinks that - that we - I can't - I can't do what we're doing if I don't have charges. You know what I mean? That's against the law for me to do that. I would never do that because it puts me in jeopardy. I - I'd get in trouble. So, I mean, do you - do you think that he thinks that I'm dumb enough that I don't have somethin' to work with or what - what is his deal?

A: Well I just...

Q: I mean, for him to put you in this position...

A: ...I just think that he doesn't know like because they were givin' to us by Sporty. So, like, we didn't think anything of that.

Q: Okay. But where - where you're gonna have a problem with that - with that defense, is that Sporty is a nonexistent. Nobody knows who Sporty is. So

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 21

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

what...

A: He is existent though.

Q: Right. But - but in the grand scheme of things you can't even tell me the guy's real name.

A: He's at - hold on, he's at 115...

Q: In that - in that...

A: Yeah.

Q: ...what 145 South Boulevard?

A: Or yeah. Not 145, uh, 9- 9547.

Q: Number 115?

A: Mm-hm.

Q: What building?

A: Uh, I don't know the building numbers. None of them. It's the one that's like, if you're looking out from the apartment that I was living at, he's like over there.

Q: Hm.

A: This building.

Q: And this...

A: The very next building.

Q: Well...

A: The very next building.

Q: ...the other - other part of it is gonna make it hard is your guys' history, right?

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 22

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

You got a history of...

A: I know.

Q: ...fraudulent shit...

A: It's the whole point.

Q: ...and stolen burglary and all this stuff.

A: That's...

Q: So Sporty kinda set you guys up. It was a perfect setup, because there is - I can't see many juries believing that some random dude committed an auto burglary and stole somebody's debit card or - or Home Depot card that wasn't even...

A: Setup.

Q: ...it wasn't even activated yet. You then activated that card.

A: He didn't tell me that. It didn't come after...

Q: Okay. Well see you know more than I do then. 'Cause the card had never been used.

A: Mm-hm.

Q: And - but, I mean, he just steals a card and says, "I think I'm gonna give this to these people that I owe money too." I mean, this - this is - my advice to you is this, okay. The - the CYA save your ass type of thing is the more - and you - you've dealt with police quite a bit. You know the game. So you know what I'm telling you is true or not true, right? But with what you're giving me right now,

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 23

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

there is absolutely nothing that I'm gonna be able to write in this report that's gonna reflect good on you. You're not assisting.

A: How am I not?

Q: You're not - you're not because you're not telling me anything that's remotely indic- indicative of the truth.

A: I just told you where - where I got it from.

Q: Just some dude named, Sporty. He just bought you...

A: No, that's his name. Oh my God. He said his name is Sporty.

Q: Mm-hm.

A: That's how I was introduced by him.

Q: How long did you live at that address?

A: Uh, I'd say about maybe at most six months.

Q: And your husband did \$2000 worth of work for this dude and you only know him as Sporty?

A: Well yeah.

Q: Okay.

A: I mean, like, I'm not tell - I'm not lying to you.

Q: No, it's okay. I mean, it's just I - okay: Let me ask you this. Who did you sell that Ring too?

A: Uh, a guy on Off, uh...

Q: OfferUp?

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 24

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

A: Yeah.

Q: Okay. Do you remember his name?

A: No.

Q: Did he - did he call you?

A: Did he call me?

Q: Yeah. Did he ever call you on the phone?

A: Yeah. Yeah.

Q: You guys exchanged phone numbers?

A: Yeah.

Q: Do you still have his phone number?

A: I think so.

Q: Okay. Give me that phone number.

A: Where's OfferUp? I'm trying to find the archive. I know it's...

Q: Um, let me see if someone has it. It doesn't matter. Because I'll, uh, I'll just get a search warrant for OfferUp and go through it that way. It doesn't matter. Okay. Um, I'll tell you really don't - I mean, there's - let me ask you this. If I - if I want to talk to Wesley, and clearly I do, where do I find him at?

A: Honestly at this point, I fuckin' don't even know 'cause I know he's not gonna be anywhere...

Q: Okay.

A: ...where - anywhere known.



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 25

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

Q: Okay. All right.

A: Like I just don't understand how like - look I'm not tryin' to make you mad.

Q: No, that's okay.

A: I'm tryin' to tell you what I know as the truth that I know it as.

Q: Okay.

A: This is what is told to me. I really don't like askin' you too many questions when you guys told to me, 'cause I don't feel like - like it was my spot at the time to do that unless it was being like, I don't know. Like it - I don't - I only ask questions if I feel like it's gonna impact my life like greatly in a bad way or something like or if I feel suspicious about something. But it seems right to me.

Q: Okay. So let me ask...

A: Because he owed us money and he was gonna, I guess...

Q: What about that - what about that, uh, Louis Vuitton purse? Where'd that one come from?

A: Well the purse?

Q: The one you were sellin' today?

A: Uh, it was a wallet.

Q: The wallet, whatever. It's all the same to me. Purse - wallet - it's all the same.

A: Uh, that honestly, I don't know, but it was just there in my car.

Q: It was there?

A: And I was told to get rid of it, so...

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 26

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

Q: Who told you to get rid of it?

A: Sporty.

Q: Again.

A: Yeah.

Q: Okay. All right. Um...

A: Look his name is Jeffrey Mar.

Q: Uh, what, uh, that's a good way - good way to start this, right? How - how do you know this dude?

A: Is any of this gonna be fuckin' heard by anybody else?

Q: Nope. This is mine for - for this purpose.

A: Only?

Q: Yep.

A: Only your ears are gonna hear it.

Q: That's because I have to go back and remember what we talked about, so I can write shit. So I have to document - record it, because I have to know what was said. I do this with every single interview I do. So, I mean, like Sporty - Jeffrey - is it M-A-R-R or M-A-R? Who - who is this dude? I mean...

A: He's my - he was my neighbor at one point.

Q: Well right. I mean, but he, uh, you're - okay. I...

A: He's the one who did that.

Q: Did the 406- the - the - the stolen burglary of the vehicle?

# LAS VEGAS METROPOLITAN POLICE DEPARTMENT CONTINUATION REPORT


HEADER  
Page 10 of 13

2:18 PM 100% E

Samantha · Louis Vuitton wallet

Louis Vuitton wallet · \$65

Create Meeting Plan Pay Seller Create Meeting Plan Pay Seller

 **Samantha · Louis Vuitton wallet**  
Joined Facebook in 2007  
Amelia doesn't have any recommendations as a seller.

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Hi, I'm interested in buying your Louis Vuitton wallet

Answer:  
Hi

Ok

Where did u want to meet

2:18 PM 100% E

Samantha · Louis Vuitton wallet

Louis Vuitton wallet · \$65

Create Meeting Plan Pay Seller Create Meeting Plan Pay Seller

That and he the outside of the item for example purses, a real one will not have cut off patterns he uses one piece... he doesn't start new

2:18 PM 100% E

Samantha · Louis Vuitton wallet

Louis Vuitton wallet · \$65

Create Meeting Plan Pay Seller Create Meeting Plan Pay Seller

Yes and yes

10 in the morning works for you?

Sounds good see you there

PP AT 2:54 PM

Answer:  
Date stamp  
Look it up

A real Louis Vuitton will always have them

Answer:  
That and he the outside of the item for example purses, a real one will not have cut off patterns he uses one

2:18 PM 100% E

Samantha · Louis Vuitton wallet

Louis Vuitton wallet · \$65

Create Meeting Plan Pay Seller Create Meeting Plan Pay Seller

Yes and don't trip I'm barely at Desert Inn and Maryland because of traffic.

But will be there at 10am

Great, Thanks you

Hey what are you driving??

Can we meet at wal mart parking lot instead please.

Absolutely

A Buick envoie

Black

Wherefore, Declarant prays that a finding be made by a magistrate that probable cause exists to hold said person for preliminary hearing (if charges are a felony or gross misdemeanor) or for trial (if charges are misdemeanor).

[FOOTERTEXT]

LVMPD 602 (Rev 02/18) Word 2013

LEV000114

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 27

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

A: Yeah.

Q: How do you know that? How - how do you know that?

A: Because I found out afterwards.

Q: From whom? Who told you?

A: Himself.

Q: So he - he just went and broke into some vehicle and he came and told you that he did it?

A: Yeah. And then he came up on, uh, some little devices too. Like these little things - the body, um, I don't know what the fuck they're called. Bugs.

Q: Where were those at?

A: I have no idea.

Q: Okay.

A: Honestly, I don't know. But I know that ever since he told me that I never went back to - to his house. He tripped me out.

Q: So - so he told you that he burglarized the car. What did he say?

A: It came up on these. That means...

Q: Right. I know what it means.

A: That's it.

Q: So he told you where he came up on it?

A: No, not where. He just said, "I came up on these."

Q: Okay. And then what? And then he handed - handed you those cards?

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 28

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

- A: And then he said if you guys need to, you guys can go ahead and, you know, go...
- Q: Did he tell you what...
- A: ...get whatever you needed. Like he's...
- Q: ...did he tell you what else he took?
- A: Uh-uh. Besides those things.
- Q: Besides the cards and the little bugs.
- A: Bugs.
- Q: That's it.
- A: Uh-huh.
- Q: Okay.
- A: He might even still have them too. He knew very well how to use 'em.
- Q: How old is this guy?
- A: Uh -uh, I'd say like maybe 40s. Possibly 50s.
- Q: Black, white, Mexican?
- A: Uh, white dude.
- Q: How tall is he?
- A: He's - he's actually very short. He's like about this short. He looks like a tall girl kinda.
- Q: Uh - uh, how heavy do you think he is?
- A: Uh, like roughly - I don't know. Like maybe 180 - short kinda roundedness.



LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 29

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

- Q: About what - 5 foot tall?
- A: About 5'5", maybe.
- Q: Oh yeah.
- A: Or a little lower.
- Q: Okay. And he drives - what, a big black truck is what you said?
- A: No, a gold.
- Q: A gold truck?
- A: Yeah.
- Q: What kind of truck is it?
- A: Yu- Yukon, I believe or a Denali or something like that. One of those two.
- Q: Was it new or older?
- A: Uh, in the middle. I don't know what year. I have no idea.
- Q: Okay. Was it Nevada plates, you think? Do you remember?
- A: Uh - uh, I think so.
- Q: Okay.
- A: I didn't pay attention to that.
- Q: So - so did he reach out to Wesley or he reach out to you about that stuff?
- A: Um, I just walked outside and he was just pretty much, he's like, "Hey."
- Q: Is this when you guys were still livin' there?
- A: Well yeah. Kind of like in the middle of the move. So it was like around there.
- Q: Okay. And then you guys moved from there over to that other house that - that

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 30

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

you guys recently got evicted from, right?

A: Mm-hm.

Q: How long were you guys at that house?

A: Uh, like a month.

Q: A month. Okay. And then, uh, they for whatever reason, did they get you guys out of there pretty quick? And then, um, what happened?

A: Yeah. We got scammed at that house...

Q: Did you?

A: ...and that was all dirty.

Q: Okay. Well how'd you get scammed at that house?

A: Because my friend Jen was supposed to like - she was supposed to pretty much go in halves with me to go get, uh, a place. And pretty much it seemed to me like she was in on whatever was going on there or something. But like - anyways we met with a realtor and, uh, in this building that was actually right next to where my mom stays. Uh, it's literally right next to where she stays. I forgot the address though. Um, it's on Sunset. Um, we went over there and met with the realtor and everything.

Q: Okay.

A: And it seemed straight because I've been scammed before and got done super dirty and all that shit. But like I made sure that this time we went to the realtor's office and we did. And we - everything was fine. Everybody signed papers. And

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 31

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

we walked out. We go down to - when we get to the house and stuff everything's fine for about like three or four days. And next thing you know, somebody's showing up at the door knocking and telling me that like - like we gotta go. Like I - so I was tryin' to see what kind of - I was like, "Let me look at your deed. Like 'cause I don't know if you're the real owner." And blah - blah - blah - blah. "I'd like to see some type of ID." And, um, person- the person still didn't show me no document and just pretty much gave me a piece of paper telling me I got scammed and this is the business card and blah - blah - blah. So that's how that went. And then we ended up seeing a summary eviction, but we didn't get no notice before that like we're supposed to.

Q: Okay.

A: We just had sher- a constable show up at the door.

Q: Right. And then Wesley went back to the house and stuff because you guys left stuff there. You guys had to collect here. Am I right?

A: What - what house?

Q: That house that you got evicted from. He said - she was back at that house a couple days later when the realtors and stuff showed up. He was inside there.

A: Oh yeah - yeah. He was just there - no he was there once.

Q: Okay. Well the neighbor...

A: That I know of.

Q: Well the neighbors called. I mean, it must've been another time because...

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 32

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

- A: Uh -uh.
- Q: ...the neighbors watched him break into somebody else's car right outside of the house after you guys got evicted.
- A: No way.
- Q: Yeah. The - the one of the realtors' cars. They filed a police report. And then...
- A: What - he was never even there that long.
- Q: Well then there was a couple complaints 'cause they were stolen from the house.
- A: Like he went way before then. What?
- Q: Yeah. It's not my case though. I'm just curious about it. That's all. So yeah basically.
- A: Are you fuckin' kiddin' me?
- Q: Blinds were stolen at that house right after you guys left. And Wesley was found in that house, like they...
- A: Found in the house?
- Q: Yeah. They caught him inside the house.
- A: Doing what?
- Q: Uh, it was him.
- A: Are you sure it was him?
- Q: But yeah.
- A: You know, he has a brother.
- Q: I - I know. 'Cause I was with him too.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT  
**VOLUNTARY STATEMENT**  
PAGE 33

EVENT #: 191299999832  
STATEMENT OF: AMALIA SOSA-AVILA

- A: Kinda looking...
- Q: Well either way. I don't care. That's not what we're talkin' about. I was just curious how that played out. But, um...
- A: When would - when could that have been though 'cause like...
- Q: I don't know. I'm sure the detective - once I get ahold of him, we'll talk to Wesley about it.
- A: What the fuck?
- Q: So - all right. Well this is how - this is what it looks like right now. I mean, you - you just told me too like this Shorty dude, I mean, he told you he came up on some...
- A: Sporty.
- Q: Sporty, sorry. He came up on some stuff.
- A: After.
- Q: And then he gave it to you.. I mean, so you're tellin' me you received stolen property from this dude knowing full well he stole it?
- A: No, I said I found out afterwards.
- Q: You told me he came up on it and you guys could get rid of it if you wanted to.
- A: Yeah. He said I came up on these, but like at the same time, like, I wasn't asking questions.
- Q: You just told me. You just explained to me what came up on that means.
- A: I did.



LAS VEGAS METROPOLITAN POLICE DEPARTMENT

**VOLUNTARY STATEMENT**

PAGE 34

EVENT #: 191299999832

STATEMENT OF: AMALIA SOSA-AVILA

- Q: You knew straight up that it was stolen. You knew that. You just told me you did, right?
- A: I was kinda hoping it wasn't, I guess.
- Q: Right. You knew though. I mean, you just told me you knew. You just explained to me what it means. So you guys received stolen property from some dude that apparently owes you money and you went and used the stolen property to make a bunch of purchases knowing it was stolen. That's another felony charge.
- A: Seriously dude. Like come on man.
- Q: I...
- A: You're like not even like tryin' to work with me here.
- Q: You...
- A: I'm tryin' to tell you shit that I shouldn't even say.
- Q: I didn't - I didn't have it. Did I? I'm just tellin' you.
- A: I'm just sayin' dude. Like, you're stressin' me out, man.
- Q: I'm stressin'. Okay. Well I - I - I can understand that. I do understand that.
- Operator, this will conclude the interview.
- A: Just because...
- Q: The time is 1254 hours.
- A: I'm just being honest.

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**THIS VOLUNTARY STATEMENT WAS COMPLETED AT SPRING VALLEY AREA  
COMMAND ON THE 4<sup>TH</sup> DAY OF JANUARY, AT 1254 HOURS.**

# EXHIBIT D

1 Case Nos.: OBC20-0670 and OBC20-0706

2  
3 STATE BAR OF NEVADA  
4 SOUTHERN NEVADA DISCIPLINARY BOARD

5 STATE BAR OF NEVADA, )

6 Complainant, )

7 vs. )

8 TODD LEVENTHAL, ESQ., )  
9 Nevada Bar No. 8543 )

10 Respondent. )

11  
12 AFFIDAVIT OF ZAN MITROV

13 ZAN MITROV, being first duly sworn, deposes and says:

14 1. I am over the age of eighteen (18) and a resident of the State of Nevada. I have  
15 personal knowledge of the information contained in this Affidavit and would qualify as a  
16 competent witness if called upon to testify to the facts contained herein.

17 2. I filed the grievance in File No. OBC20-0706 against Mr. Todd Leventhal. I have  
18 been given a copy of the State Bar's Complaint that includes my grievance. I have also had a  
19 chance to review Mr. Leventhal's Declaration submitted with this Motion.

20 3. I make this Declaration in support of Todd Leventhal's motion for summary  
21 judgment in the State Bar Discipline matter that includes my grievance. Indeed, I contacted the  
22 State Bar in August 2020, to withdraw my grievance. I was informed that I needed to make my  
23 request in writing. I did so via email in August 2020. A true and correct copy of that email is  
24 attached to this Declaration. I never heard back from the State Bar about my request.

25 4. I operate a freight shipping broker business. In the past, I have owned and operated  
26 an automobile body shop. I also buy and drive vintage cars.  
27  
28

**Lipson, Neilson, Cole, Seltzer & Garin, P.C.**  
9900 Covington Cross Drive, Suite 120  
Las Vegas, Nevada 89144  
(702) 382-1500 FAX: (702) 382-1512

5. I let Mr. Leventhal use a Dodge Viper as a favor, not as payment or collateral for payment of fees. After Mr. Leventhal withdrew as my counsel, I picked up the Viper at the repair shop that Mr. Leventhal had it towed to for repairs. I did not pay him for its return.

6. As for the Maserati mentioned in the State Bar complaint, Mr. Leventhal never took the vehicle to California, never received title to it from my nor drove to my knowledge. In fact, I had considered giving it to him outright before he indicated to me he needed money for restitution. I did not pay him for its return as alleged in paragraph 31 of the State Bar Complaint.

7. I believe this is a misunderstanding between Mr. Leventhal and me and I again request that my complaint be withdrawn.

I declare under penalty of perjury under the laws of the State of Nevada that the foregoing is true and correct to the best of my knowledge.

Dated this 30th day of December 2020 in Las Vegas, Nevada.

*Handwritten signature*

ZAN MITROV

10:38

LTE



M2

10:38 AM

To: Louise Bcc: Todd >

**Re: Grievance File No.  
OBC20-0706/Todd Leventhal, Esq.**

Good Morning Ms.Watson,

I would like to withdraw the complaint against  
Mr.Todd Leventhal File No.OBC20-0706.

Should you have any questions do not hesitate  
to call me at 702-569-0652 or email me at  
zan@m2lvnv.com.

Thank you

On Aug 12, 2020, at 8:37 AM, Louise Watson  
<[LouiseW@nvbar.org](mailto:LouiseW@nvbar.org)> wrote:

Thank you. I will contact you if I need any additional  
information.

Sincerely,

Louise Watson  
Investigator/Program Manager  
State of Bar Counsel



# EXHIBIT E

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1 I declare under penalty of perjury under the laws of the State of Nevada<sup>1</sup> that the foregoing is  
2 true and correct.

3 FURTHER YOUR DECLARANT SAYETH NAUGHT.

4 EXECUTED this 13th day of May, 2021.

5

6

*Louise Watson*

7

LOUISE WATSON, Declarant

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<sup>1</sup> NRS 53.045 Use of unsworn declaration in lieu of affidavit or other sworn declaration; exception. Any matter whose existence or truth may be established by an affidavit or other sworn declaration may be established with the same effect by an unsworn declaration of its existence or truth signed by the declarant under penalty of perjury, and dated, in substantially the following form.

# EXHIBIT F

---

**From:** Gerard Gosioco <gerardg@nvbar.org>  
**Sent:** Thursday, May 13, 2021 10:26 AM  
**To:** David Clark  
**Cc:** Louise Watson; Kristi Faust; Debra Marquez  
**Subject:** FW: Zan Mitrov

Mr. Clark,

Attached is yesterday's email from Mr. Mitrov to Ms. Watson.

Gerard Gosioco

-----Original Message-----

From: MTMK LOGISTICS <zan@m2lvnv.com>  
Sent: Wednesday, May 12, 2021 2:44 PM  
To: Louise Watson <LouiseW@nvbar.org>  
Subject: Zan Mitrov

Miss. Watson,

I will hire a lawyer for this matter. Reasoning for that decision is that I want to be left alone so I can continue doing my daily activities with the business.

Again I have nothing else to seek from MrLeventhal, He gave me my vehicle within 48 hours as I asked also he gave me money to cover my rental cost from June 5th to June 30th.

Thank you

Sent from my iPhone