

IN THE SUPREME COURT OF THE STATE OF NEVADA

IN RE: DISCIPLINE OF
TODD M. LEVENTHAL, ESQ.
NEVADA BAR NO. 8543

Case No. 83245
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SUPPLEMENTAL RECORD OF DISCIPLINARY PROCEEDINGS,
PLEADINGS AND TRANSCRIPT OF HEARING

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FILED

JUL 21 2021

Case Nos.: OBC20-0670 and OBC20-0706

STATE BAR OF NEVADA

STATE BAR OF NEVADA

BY: [Signature]
OFFICE OF BAR COUNSEL

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

TODD LEVENTHAL, ESQ.,
Nevada Bar No. 8543

Respondent.

RESPONDENT'S MOTION
FOR NEW TRIAL

(Hearing Requested)

Respondent Todd Leventhal, Esq., by and through his counsel of record, David A. Clark, of the firm Lipson Neilson, P.C., pursuant to Nevada Rule of Civil Procedure ("NRCP") 59 and Disciplinary Rule of Procedure ("DRP") 1(c), hereby submits his Motion for New Trial.

This Motion is predicated upon the post-hearing statement of grievant Zan Mitrov, submitted to Respondent's Counsel on May 21, 2021, the *day after* the formal hearing into this matter. **Exhibit A- Notarized Statement of Mitrov.** This written statement retracts by contradiction both Mr. Mitrov's prior sworn statement *and* his crucial sworn testimony at the formal hearing, both of which were central to the Panel's decision to recommend a (stayed) one-year suspension against Mr. Leventhal in this case. NRCP 59(a)(d) provides, in pertinent part, that "a new trial may be granted on grounds materially affecting the substantial rights of the moving party [based upon]... newly discovered evidence material for the party making the motion that the party could not, with reasonable diligence, have discovered and produced at the trial." Respondent submits Mr. Mitrov's statement warrants a new trial.

. . .

. . .

MEMORANDUM OF POINTS AND AUTHORITIES

I. INTRODUCTION AND FACTUAL BASIS.

The State Bar's Complaint against Mr. Leventhal arises from his alleged taking of collateral from two clients in criminal matters, specifically Zan Mitrov ("Mitrov") in the matter of OBC20-0706 and Amalia Sosa-Avila ("Sosa-Avila") in the matter OBC20-0670. The Formal Hearing proceeded on May 20, 2021. The Panel made the following key conclusions at the close of the hearing:

As to Ms. Sosa-Avila (who did not appear), the Panel unanimously found while there was in their opinion a violation of RPC 1.8(a) (Conflict of Interest: Current Clients: Specific Rules) by Mr. Leventhal, it resulted in little or no injury to the grievant. **Exhibit B - Findings of Fact, Conclusions of Law, and Recommendation**, filed July 12, 2021;¹ Conclusion of Law No. 4.

As to Mr. Mitrov, the Panel, by a split 2-1 vote, found that Mr. Leventhal knowingly violated RPC 1.8(a) (Conflict of Interest: Current Clients: Specific Rules) with regard to a Dodge Viper that was placed into his possession for a period of time by Mr. Mitrov, the circumstances under which the Panel found caused injury to Mr. Mitrov. *Id.* Conclusion of Law No. 5. Finding of Fact No. 16 states, "Mr. Mitrov asked Respondent to return the Dodge Viper to him multiple times between February 2020 and June 2020." *Id.*

The State Bar Complaint also included extensive allegations that Mr. Leventhal procured a possessory interest in a Maserati owned by Mr. Mitrov, as well. *See, Complaint*, ¶¶ 24 – 31; 54. However, Mr. Mitrov specifically recanted this transaction in its entirety by sworn Declaration as early as December 31, 2020 (Respondent's *Motion for Summary Judgment*, Exh. B, ¶ 6) and again at the Formal Hearing. **Exhibit C - Transcript of Formal Hearing, May 20, 2021**

¹ Although SCR 105(2)(e) mandates "The hearing panel **shall** render a written decision within 30 days of the conclusion of the hearing," times limits are administrative, not jurisdictional. *See*, SCR 119(2).

1 ("Transcript"); 154:25 – 155:24. Despite the State Bar's obduracy on this issue, the Panel
2 concluded: "We find unanimously that the State Bar has not reached its burden as it relates to the
3 Maserati." *Id.*, at 238:21-22.²

4 Accordingly, the Panel's recommended sanction of a one-year stayed suspension and five
5 years of probation³ is indelibly rooted almost entirely in the circumstances surrounding the
6 Dodge Viper "transaction" and Mr. Mitrov's credibility.

7 First, Mr. Mitrov retained Mr. Leventhal to defend him on charges involving the use of
8 methamphetamine. When questioned by Respondent's counsel, Mr. Mitrov denied any drug use
9 at the time of the text messages with Mr. Leventhal allegedly keeping his Viper,
10

11 Q. During this time that he represented you, were
12 you using methamphetamine?

13 A. No, I didn't.

14 *Id.* 168:1-19. Mr. Leventhal's testimony to the Panel regarding the drug use and the content of
15 the text messages included:

16 But I don't know his, the level of drugs, but I can tell you that he doesn't -- he
17 might be on point on a couple things but all of a sudden he'll like call me or text
18 me and say, I need the Viper, my wife is going crazy, you know, then I would call
19 him back and say it's over there.

20 *Id.* 209:18-23. Mr. Leventhal specifically indicated he told Mr. Mitrov where the Viper was so
21 that he could retrieve it. In addition, Mr. Mitrov specifically responded to a direct question that he
22 was not using drugs at this critical time.

23
24 ² There is neither Finding nor Conclusion entered that confirms this outcome.

25 ³ The full recommendation is a one (1) year stayed suspension from the practice of law to go into effect
26 only if Respondent receives any letter of reprimand/public reprimand or worse over the next five (5) years.
27 In addition, over that five (5) year period, Respondent shall complete one (1) additional CLE hour for
28 ethics and one (1) additional CLE hour for law practice management each year. **Ex. B, Recommendation.**

1 Central to the State Bar's case and Mr. Mitrov's credibility is State Bar's Exhibit 19,
2 which is a purported record of text messages between Mr. Mitrov and Mr. Leventhal. In laying
3 the foundation for its admission, Mr. Mitrov testified as follows:

4 Q. Thank you. Now, I'm showing you what's been previously marked as
5 Exhibit 19 of the State Bar's exhibits. Now, Mr. Mitrov, does this
6 document look familiar to you?

7 A. Yeah. It brings back memories.

8 Q. And can you describe to me what this document shows?

9 A. Communication between me and Mr. Leventhal, text messages.

10 Q. Okay. And are these -- does this look like the documents you submitted
11 with your grievance to the State Bar?

12 A. Yeah, that's right.

13 Q. Okay. And it looks like, let's see -- and did you alter these text messages in
14 any way, shape or form before submitting this to the State Bar?

15 A. No, those are just snapshots from my cellphone, sir.

16 Q. Okay. So when you took these snapshots, you didn't do anything to change
17 the contents of it, correct?

18 A. No, I did not, no.

19 Q. And these are your text messages with Mr. Leventhal?

20 A. Yes.

21 MR. GOSIOCO: Okay. At this point, Mr. Chairman, the State Bar would move to
22 admit Exhibit 19 into evidence.

23 MR. CLARK: I would ask to be more foundation as to how he got them off his
24 screen and how they were reproduced. I mean --

25 CHAIRMAN EDWARDS: I think he's testified --

26 MR. CLARK: Are they copied? Are they sent electronically?

27 CHAIRMAN EDWARDS: I think the testimony that he took these. These are
28 screenshots of his text messages. So the objection is overruled and Exhibit 12, or,
excuse me, Exhibit 19 will be admitted.

(Thereupon Complainant's Exhibit
19 was admitted into evidence.)

1 *Id.* 133:17 – 135:8. The veracity and completeness of this series of text messages was critical to
2 this substantial piece of evidence, both in terms of evidence of a Rule violation as well as
3 affecting the severity of the recommended sanction.

4 As to a factual basis for a violation, the Bar argued in closing,

5 Mr. Mitrov testified that he did file a grievance in June of 2020 to get Mr.
6 Leventhal's attention because at that point, after sending Mr. Leventhal numerous
7 texts asking to pick up the Viper, he still had not received the Viper by the time he
8 signed – submit the grievance to the State Bar.

9 *Id.* 225:9-15. Further, the Chair questioned Mr. Leventhal on the basis of the texts:

10 Q. So after the, you know, say the fifth text message to you saying, I need the
11 Viper back, why didn't you respond back and say, We've already talked
12 about this, it's at the shop, go pick it up any time you want?

13 A. You mean through text?

14 Q. Yeah.

15 A. Yeah. No, I know I talked to him a couple times, *but I didn't*
16 *respond to him in a text all the time.*

17 *Id.* 210:3-12 (*emphasis* added). Mr. Leventhal's response here is consistent with his testimony
18 above regarding Mr. Mitrov's responses while on drugs.

19 Still, the Panel used these text messages to conclude, "Mr. Mitrov asked Respondent to
20 return the Dodge Viper to him multiple times between February 2020 and June 2020." **Exh. B -**
21 *Finding of Fact No. 16.*

22 As to sanctions, the State Bar argued this exchange of messages against finding
23 mitigation for Mr. Leventhal in the sanction phase of the hearing: "Mr. Mitrov, as we saw in his -
24 - heard in his testimony that he asked numerous times to get the Viper back. We saw the text
25 messages of the numerous text messages to Mr. Leventhal from Mr. Mitrov asking for the Viper
26 back, and it was only until Mr. Mitrov filed a grievance against Mr. Leventhal that Mr. Leventhal
27 returned the Viper. *Id.* 261: 21- 262:2. Furthermore, the Chair noted at the May 20, 2021,
28 hearing:

1 We find a selfish motive. At least two of the panel members were concerned that
2 the keeping of Mr. Mitrov's car for such a long period of time made it look like he
3 was holding the car hostage in able to -- in an effort to get payment from the
client.

4 **Exhibit C - Transcript**, 263:16-20. Moreover, the Chair further revealed that, "Some of the panel
5 members had concerns about Mr. Leventhal's credibility in his testimony." *Id.* at lines 22-23.

6 Therefore, the duration of these messages, the facts about how, when, and where that
7 Dodge Viper changed hands and especially Mr. Mitrov's credibility in this regard were
8 materially substantive to the "jury" (panel) findings of fact.

9 However, on May 26, 2021, after the hearing, Mr. Mitrov delivered through his counsel,
10 John Spilotro, unsolicited, a hand-written, signed, and notarized statement in which he now
11 states,
12

13 (1) When I first filed the Bar Complaint I deleted some messages from Mr.

14 Leventhal about where my Viper was located.

15 (2) [At the time I was on drugs].

16 (3) When I told [the state bar investigator] this she told me not to say anything
17 because that can get me in trouble.

18 (4) She also told me that nothing is going to happen [sic] to Todd Leventhal.

19 (5) I feel bad for lying but I felt forced by Ms. Watson

20 (6) Also saw document Ms. Watson made statements that I didn't say.

21 **Exh. A.** These later statements specifically recant and undermine the critical testimony and
22 evidence against Mr. Leventhal.
23

24 Respondent, through counsel, has made diligent attempts to confirm the veracity of the
25 notarized, hand-written statement. *See, Exhibit D, Declaration of David A. Clark.* Respondent
26 retained a private investigator to track down the notary public and secure a certified copy of the
27
28

1 notary journal page that contains this act. However, she is not forthcoming at this point. *Id.*
2 Nevertheless, the notarized statement comports with Nevada statute.

3 The State Bar has known about Mr. Mitrov's reticence to proceed with his grievance
4 since September 2020, while the file was still in the investigative stage, and this has been an
5 ongoing obstacle in this matter for both the State Bar and the Respondent. However, for Mr.
6 Leventhal, the ramifications are severe. The Chair well knows the difficulties the parties during
7 consideration of Respondent's Motion for Summary Judgment in securing any additional
8 testimony from Mr. Mitrov.
9

10 The law of this case, as the Chair made clear in prior rulings, is that neither party could
11 depose Mr. Mitrov prior to hearing on the reasoning that SCR 110(7) only allows a deposition if
12 the witness is not subject to subpoena or unable to testify at hearing.⁴ As such, Mr. Leventhal did
13 his due diligence in attempting to vet Mr. Mitrov's credibility prior to trial (securing his
14 Declaration for the Motion for Summary Judgment). Further, the State Bar had ample
15 opportunity to vet Mr. Mitrov's credibility prior to filing the Complaint December 4, 2020, up
16 through and including the formal hearing in this case. The State Bar was fully aware of Mr.
17 Mitrov's contradictory statements about the facts of the matter and his reluctance to participate in
18 the proceedings.
19

20 Consequently, Mr. Mitrov's newly-submitted statement "materially affects the substantial
21 rights of Mr. Leventhal" pursuant to NRCP 59(a)(1). Furthermore, Mr. Leventhal has no other
22 procedural recourse to address this other than a new trial, either in whole or in part.
23

24 This matter is properly considered prior to appeal in the interest of judicial economy and
25 appropriately brought under NRCP 59. In the alternative to convening a new trial, at a minimum
26 Respondent is entitled to the Panel reviewing the new evidence submitted the day after hearing,
27

28 ⁴ May 19, 2021 Order Denying Respondent's Motion for Reconsideration, ¶ 1.

1 to wit: Mr. Mitrov's statement, in order to determine if his prior statement and testimony at
2 hearing should be stricken and the Panel's recommendation altered or amended pursuant to
3 NRCP 59(e).

4 **II. THE LEGAL STANDARD.**

5 **SCR 119(3) states in relevant part:**

6 **Other rules of procedure.** Except as otherwise provided in these rules, the
7 Nevada Rules of Civil Procedure and the Nevada Rules of Appellate
8 Procedure apply in disciplinary cases.

9 **Disciplinary Rules of Procedure (DRP) 1(c) provides:**

10 *Applicability of other rules.* Except as otherwise provided in the Supreme
11 Court Rules (SCR), the Nevada Rules of Civil Procedure (NRCP) and
12 Nevada Rules of Appellate Procedure (NRAP) shall apply in disciplinary
13 cases. See SCR 119(2) [sic].⁵ The rules applicable to the admission of
evidence in the District Courts of Nevada govern admission of evidence in
disciplinary cases. See SCR 105(2)(f).

14 Neither the Nevada Supreme Court Rules nor the Disciplinary Rules of Procedure
15 prohibit or otherwise address motions for new trial, which are therefore expressly allowed under
16 SCR 119(3) and DRP 1 above. Looking to the relevant rule and its subparts:

17 **NRCP 59 (New Trials; Amendment of Judgments) provides, in pertinent part:**

18 (a) *In General.*

19
20 (1) *Grounds for New Trial.* The court may, on motion, grant a new trial on
21 all or some of the issues — and to any party — for any of the following causes
or grounds materially affecting the substantial rights of the moving party:

22

23 (D) newly discovered evidence material for the party making the
24 motion that the party could not, with reasonable diligence, have discovered and
produced at the trial;

25 Because hearings before the Disciplinary Boards are not by definition in front of a
26

27
28 ⁵ NB: The DRP Rules posted to the State Bar's website in re: DRP 1(c) cite to §2 of SCR 119 in error.

1 traditional jury, NRCP 59(a)(2) could also be considered applicable here and the findings altered
2 or amended pursuant to NRCP 59(e).

3 **NRCP 59(a)(2):**

4 *Further Action After a Nonjury Trial.* On a motion for a new trial in an action
5 tried without a jury, the court may open the judgment if one has been entered, take
6 additional testimony, amend findings of fact and conclusions of law or make new
findings and conclusions, and direct the entry of a new judgment.

7 **NRCP 59(e):**

8 (e) *Motion to Alter or Amend a Judgment.* A motion to alter or amend a judgment
9 must be filed no later than 28 days after service of written notice of entry of
10 judgment.

11 In the unpublished decision *Lewis v. Hooft*, 2014 Nev. Dist. LEXIS 1554, *10, the Second
12 Judicial District Court in Washoe County was considering a motion for new trial in an
13 employment termination case based on alleged attorney misconduct. The Court, as part of its
14 analysis in that matter, included the following statement regarding false or misleading statements
15 by the Plaintiff during trial:

16 The Court further held that if the Plaintiff was being questioned about the
17 termination of her employment, and if she gave false or misleading statements,
18 the jury “would have or should have the right” to weigh that credibility as part of
their determinations. This ruling comports with NRS 50.135(2) and NRS
19 51.035 (allowing extrinsic evidence of a prior contradictory statement by
a witness only if the statement is not hearsay or the witness is afforded an
20 opportunity to explain or deny the statement). *See also Atkins v. State*, 112 Nev.
21 1122, 1129, 923 P.2d 1119, 1124 (1996)(“[P]rior inconsistent statements
under NRS 51.035(2)(a) may be admissible for both substantive and impeachment
22 purposes.”) (*overruled on other grounds by, McConnell v. State*, 120 Nev. 1043,
102 P.3d 606 (2004)).

23 In the alternative, should the Chair not grant Respondent’s Motion for a new trial, at
24 minimum there is ample law to support that the Panel can review the new evidence in light of its
25 substantial weight upon the findings and elect to alter or amended the ultimate ruling pursuant to
26 NRCP 59(e).

27 A district court has inherent powers to “amend, correct, resettle, modify, or vacate, as the
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1 case may be, an order previously made and entered on motion in the progress of the cause or
2 proceeding.” *Trail v. Faretto*, 91 Nev. 401, 403, 536 P.2d 1026, 1027 (1975).
3 A district court may also reconsider a previously decided issue if the decision was clearly
4 erroneous. *Masonry & Tile Contractors Ass’n v. Jolley, Urga & Wirth, Ltd.*, 113 Nev. 737, 941
5 P.2d 486 (1997). This includes those “instances in which *new issues of fact* or law are raised
6 supporting a ruling contrary to the ruling already reached.” *Id.* [*emphasis added*].
7

8 *Arguendo*, should the Chair not be persuaded to grant an actual new trial, in whole or in
9 part just as to Mr. Mitrov’s testimony, Respondent’s request could also be considered a Motion
10 for Reconsideration of the Panel’s Findings and Recommendations pursuant to NRCP 56. While
11 reconsideration is “an extraordinary remedy, to be used sparingly and in the interest of finality
12 and conservation of judicial resources,” reconsideration is appropriate if the district court (1) is
13 presented with newly discovered evidence, (2) *committed clear error or the initial decision was*
14 *manifestly unjust*, or (3) if there is an intervening change in controlling law.” *School Dist. No.*
15 *1J v. ACandS, Inc.*, 5 F.3d 1255, 1263 (9th Cir.1993); *Kona Enters., Inc., v. Estate of Bishop*,
16 229 F.3d 877, 890 (9th Cir. 2000) (citation omitted) (*emphasis added*).
17

18 **III. ARGUMENT.**

19 **A. Mr. Mitrov’s Statement is a Notarized, Admissible Written Statement.**

20 Mr. Mitrov’s lawyer, Mr. Spilotro, provided Respondent’s counsel with the new statement
21 *after* the disciplinary proceedings, on May 26, 2021. *See again Exhibit D.*
22

23 The written statement is admissible as is. However, because Mr. Mitrov took the step to
24 obtain the notarization, Respondent has done his due diligence with regard to this notarization.
25 First, Respondent notes that while the statement is undated, this is not a requirement in Nevada
26 pursuant to NRS 240.0035. Notwithstanding, Respondent retained the services of a licensed
27 private investigator, Mark Preusch, to locate the notary in question, Norma Pardo, to request that
28

1 she provide a certified copy of the corresponding page from her notary book. As of July 19, 2021,
2 Mr. Pardo indicated she needed additional time to retrieve the subject notarial book but has not
3 been forthcoming with it. **Exhibit E- Progress reports from Mark Preusch.**

4 **B. Mr. Mitrov's New Statement Materially Affects the Substantial**
5 **Rights of Mr. Leventhal, as it Directly Contradicts Key Testimony**
6 **in the Hearing Record Upon Which The Panel Relied.**

7 Again, Mr. Mitrov's handwritten and signed statement the day after the Formal Hearing in
8 this case stated:

- 9 (1) When I first filed the Bar Complaint I deleted some messages from Mr.
10 Leventhal about where my Viper was located.
11 (2) [At the time I was on drugs].
12 (3) When I told [the state bar investigator] this she told me not to say anything
13 because that can get me in trouble.
14 (4) She also told me that nothing is going to happen [sic] to Todd Leventhal.
15 (5) I feel bad for lying but I felt forced by Ms. Watson
16 (6) Also saw document Ms. Watson made statements that I didn't say.

17 As a preliminary matter, although Respondent and the undersigned have no information
18 that any State Bar staff told Mr. Mitrov to lie, or misrepresented what he said in any given
19 moment, Mr. Mitrov does so state. He states that he was cautioned by the State Bar to avoid
20 mentioning drug use, and that the statement prepared for him by the State Bar was untrue. If the
21 State Bar did know about his drug use, then it would have known that its proffered witness lied
22 under oath when he denied that same drug use. *See, i.e.* RPC 3.3(a)(3) ("A lawyer shall not
23 knowingly: Offer evidence that the lawyer knows to be false. If a lawyer, the lawyer's client, or a
24 witness called by the lawyer, has offered material evidence and the lawyer comes to know of its
25 falsity, the lawyer shall take reasonable remedial measures, including, if necessary, disclosure to
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1 the tribunal.”). At a minimum, Mr. Mitrov’s statements go to his overall state of mind, recall, and
2 lack of credibility which is frankly likely attributable to his statement that he was on drugs.

3 Moreover, what is consistent is that Mr. Mitrov has not been forthcoming about the
4 circumstances surrounding the Dodge Viper. That he deleted crucial text messages from Mr.
5 Leventhal supporting Mr. Leventhal’s statements of events can be potentially born out through
6 subpoena, which likely motivated his recanting of that particular testimony.
7

8 The new statement provided by Mr. Mitrov directly contradicts his sworn testimony on the
9 fact that he was using drugs at this time and that State Bar’s Exhibit 19 is an altered document,
10 contrary to Mr. Mitrov’s sworn testimony at the hearing, and which was admitted over
11 Respondent’s objections.

12
13 **1. “I deleted some messages from Mr. Leventhal about where my
Viper was located.”**

14 This directly contravenes Mr. Mitrov’s testimony the previous week at the hearing in
15 several instances. First, State Bar’s Exhibit 19 is now not a complete set of the texts between Mr.
16 Leventhal and Mr. Mitrov. It is doctored evidence and should be excluded.

17 Q. Okay. And it looks like, let’s see – and did you alter these text messages in
18 any way, shape or form before submitting this to the State Bar?

19 A. No, those are just snapshots from my cellphone, sir.

20 Q. Okay. So when you took these snapshots, you didn’t do anything to change
21 the contents of it, correct?

22 A. No, I did not, no.

23 Q. And these are your text messages with Mr. Leventhal?

24 A. Yes.

25 *Id.* 134:5 – 15.

26 Second, clearly State Bar’s Exhibit 19 was material and substantial to the Panel’s findings
27 of a Rule violation. The State Bar argued them as direct evidence of an adverse possessory
28

1 interest, which is a necessary element the State Bar must prove by clear and convincing evidence.
2 Mr. Mitrov made repeated requests that went unanswered by Mr. Leventhal. The questioning by
3 the Chair confirms this:

4
5 Q. So after the, you know, say the fifth text message to you saying, I need the
6 Viper back, why didn't you respond back and say, We've already talked
about this, it's at the shop, go pick it up any time you want?

7 A. You mean through text?

8 Q. Yeah.

9 A. Yeah. No, I know I talked to him a couple times, but I didn't
respond to him in a text all the time.

10 *Id.* 210:3-12. The Panel used these text messages to conclude, "Mr. Mitrov asked Respondent to
11 return the Dodge Viper to him multiple times between February 2020 and June 2020." **Exh. B -**
12 *Finding of Fact No. 16.*

13 The Panel, by a split 2-1 vote, found that Mr. Leventhal knowingly violated RPC 1.8(a)
14 (Conflict of Interest: Current Clients: Specific Rules) with regard to a Dodge Viper that was
15 placed into his possession for a period of time by Mr. Mitrov, the circumstances under which the
16 Panel found caused injury to Mr. Mitrov. *Id.* Conclusion of Law No. 5.

17 Third, the Panel expressly relied on the long exchange of text messages seemingly
18 unanswered by Mr. Leventhal to impute a selfish motive and lack of candor:
19

20 We find a selfish motive. At least two of the panel members were concerned that
21 the keeping of Mr. Mitrov's car for such a long period of time made it look like he
22 was holding the car hostage in able to -- in an effort to get payment from the
client.

23 **Exhibit C - Transcript**; 263:16-20. And, as the Chair remarked, "Some of the panel members had
24 concerns about Mr. Leventhal's credibility in his testimony." *Id.* at lines 22-23.

25 The specter of a client making repeated requests for the return of his vehicle only to be
26 greeted with silence unfairly casts Mr. Leventhal in a damning light. This translated to the Panel
27 not only finding a violation, but recommending a five-year term of stayed suspension.
28

2. "At the time I was on drugs. When I told Mrs. Watson this she told me not to say anything because that can get me in trouble."

This is relevant generally, but also with specific particularity, Mr. Mitrov lied under oath in response to direct questioning by Mr. Leventhal's counsel:

Q. During this time that he represented you, were you using methamphetamine?

A. No, I didn't.

Id. 168:1-19. However, now that he has admitted to lying in response to these direct questions (which he also claims the State Bar knew about), Mr. Mitrov's entire testimony is compromised. And it is his testimony that informs all of the relevant Findings and Conclusions that support the Panel's decision. The fact that he admits that he was using drugs at the time now supports Mr. Leventhal's testimony to the Panel:

But I don't know his, the level of drugs, but I can tell you that he doesn't -- he might be on point on a couple things but all of a sudden he'll like call me or text me and say, I need the Viper, my wife is going crazy, you know, then I would call him back and say it's over there.

Id. 209:18-23. Moreover, this corroboration directly erodes the Panel's conclusions that Mr. Leventhal was lying to the Panel or failed to show remorse or acknowledge his misconduct.

C. The New Statement Satisfies NRCP 59 and Renders The Panel Recommendations Manifestly Unjust.

Mr. Leventhal is facing serious discipline sanction to his law license, specifically a stayed one-year suspension under a five-year probation. The purpose of attorney discipline is not punishment, but rather to protect the public and confidence in the integrity of the bar. *See, State Bar of Nevada v. Claiborne*, 104 Nev. 115, 129, 756 P.2d 464, 473 (1988) ("paramount objective of bar disciplinary proceedings is not additional punishment of the attorney, but rather to protect the public from persons unfit to serve as attorneys and to maintain public confidence in the bar as a whole").

1 In this instance, as shown above, Mr. Mitrov recanted, refuted, and/or contradicted his
2 entire body of previous testimony the day after the formal hearing. That testimony concerned
3 material facts upon which the Panel substantially based specific findings of fact giving rise to a
4 recommendation for a serious, public disciplinary sanction.

5 Respondent made every effort to vet Mr. Mitrov's credibility prior to hearing but did not
6 have those procedural options available to him until *after* the false testimony was given, and then
7 recanted. It would be manifestly unjust to allow the Panel's recommendation to stand based on
8 that evidence without an opportunity for a new trial with at least the opportunity to re-question
9 Mr. Mitrov in light of his new statement. At minimum, the law and the facts support that Panel
10 may consider the new evidence and amend or alter its recommendations in this matter.

11 These circumstances *prima facie* meet the requirements of 59(a)(d) that a new trial may
12 be granted on grounds materially affecting the substantial rights of the moving party [based
13 upon] newly discovered evidence material for the party making the motion that the party could
14 not, with reasonable diligence, have discovered and produced at the trial.”

15
16
17 **IV. CONCLUSION.**

18 “I feel bad for lying but I felt forced.” Mr. Mitrov was the only grievant to testify against
19 Mr. Leventhal. He now admits that he was lying under oath. He fabricated Exhibit 19. He lied in
20 response to a direct question about his drug use during this time. He alleges that the State Bar
21 counseled him to withhold information.
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1 A finding of a Rule violation and a recommendation for a severe discipline sanction to an
2 attorney's livelihood cannot rest on perjured testimony and altered documents. For the foregoing
3 reasons, Respondent moves for a new trial given Mr. Mitrov's post-hearing statement recanting
4 his materially substantive testimony and prior statements.

5 Dated this 21th day of July 2021.

6 LIPSON NEILSON P.C.

7 */s/ David A. Clark*

8 By:

9 DAVID A. CLARK
10 Nevada Bar No. 4443
11 9900 Covington Cross Drive, Suite 120
12 Las Vegas, Nevada 89144
13 *Attorneys for Respondent,*
14 *Todd Leventhal, Esq.*

15 **CERTIFICATE OF SERVICE**

16 Pursuant to DRP 18(b)(2) and NRCP 5(b), I certify that on the 21th day of July 2021, I
17 served via email the foregoing **RESPONDENT'S MOTION FOR NEW TRIAL** to the
18 following:

19 Gerard Gosioco
20 Assistant Bar Counsel
21 Kristi A. Faust
22 Hearing Paralegal
23 3100 W. Charleston Blvd.
24 Suite 100
25 Las Vegas, Nevada 89102
26 sbnnotices@nvbar.org
27 ggosioco@nvbar.org
28 KristiF@nvbar.org
tedwards@nevadafirm.com
mike@mblnv.com
rotaryactv@cox.net
tedwards@nevadafirm.com
ssell@nevadalawfirm.com

/s/ Debra Marquez

LIPSON NEILSON P.C.

EXHIBIT A

WHEN I FIRST FILED THE BAR
COMPLAINT I DELETED SOME MESSAGES
FROM MR. LEVENTHAL ABOUT WHERE MY
VIPER WAS LOCATED. AT THAT TIME
I WAS ON DRUGS. WHEN I TOLD
MS. WATSON THIS SHE TOLD ME NOT TO
SAY ANYTHING BECAUSE THAT CAN GET ME
IN TROUBLE. SHE ALSO TOLD ME THAT
NOTHING IS GOING TO HAPPEN TO TODD LEVENTHAL
I FEEL BAD FOR LYING BUT I FELT
~~BAD~~ FORCED BY MS. WATSON ALSO
SAW DOCUMENT MS. WATSON MADE
STATEMENTS THAT I DIDN'T SAY

ZAN MITROU

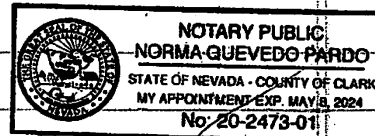


EXHIBIT B


Case No. OBC20-0670; OBC20-0706



FILED

JUL 13 2021

STATE BAR OF NEVADA

BY: 
OFFICE OF BAR COUNSEL

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

TODD M. LEVENTHAL,
STATE BAR NO. 8543

Respondent.

FINDINGS OF FACT, CONCLUSIONS
OF LAW, AND RECOMMENDATION
AFTER FORMAL HEARING

This matter involving attorney TODD M. LEVENTHAL, Esq. (hereinafter "Respondent"), Bar No. 8543, initially came before a designated Formal Hearing Panel of the Southern Nevada Disciplinary Board (hereinafter "Panel") at 9:00 a.m. on Thursday, May 20, 2021, on the online video conferencing platform Zoom. The Panel consisted of Chair F. Thomas Edwards, Esq., Mike Lee, Esq., and Steve Moore, Laymember. Assistant Bar Counsel Gerard Gosioco, Esq., represented the State Bar of Nevada (hereinafter "State Bar"). David A. Clark, Esq., represented the Respondent who was also present.

1 During the hearing, the State Bar moved and admitted into evidence Exhibits 2,4, 5,
2 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, and 22. Transcript 9, 133, 135, 149, 239.
3 Similarly, Respondent moved and admitted into evidence Exhibits A through F. Transcript
4 9-10.

5 During the hearing, the State Bar called Respondent, Louise Watson, and Zan
6 Mitrov as witnesses. *See generally* Transcript 20-202. Similarly, Respondent called
7 himself and Maribel Godinez as witnesses. *Id.* at 204-222.

8 Based upon the evidence presented, the Panel issues the following Findings of Fact,
9 Conclusions of Law, and Recommendation:

10 **FINDINGS OF FACT**

11 **OBC20-0670**

12 1. On, about, or between February 13, 2020, and June 22, 2020, Respondent
13 represented Amalia Sosa-Avila (hereinafter "Ms. Sosa-Avila") in two (2) criminal matters.
14 Transcript 22-27, 38.

15 2. A retainer agreement for \$6,000.00 was executed between Respondent and
16 Ms. Sosa-Avila. Transcript 25-26. Ms. Sosa-Avila signed the retainer agreement;
17 Respondent did not. *Id.*

18 3. Ms. Sosa-Avila did not have money to pay the retainer agreement. Transcript
19 28.

20 4. In Exhibit 11, Respondent confirmed that he reached an agreement with Ms.
21 Sosa-Avila to accept collateral as security for the payment of the attorney fees.

22 5. Between February 2020 and June 2020, Ms. Sosa-Avila brought items as
23 collateral to Respondent which were accepted by his office. *Id.*

24 6. The items Respondent's office accepted as collateral are as follows: (1) a Louis
25 Vuitton purse; (2) a diamond ring; and (3) an iPhone. Transcript 29, 103.

7. Respondent's office does not have a policy on accepting collateral nor does the retainer agreement address a policy on accepting collateral. Transcript 122, 217-218.

8. 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.

9. Respondent testified that after reviewing the discovery in Ms. Sosa-Avila's case, he believed that the iPhone, Louis Vuitton purse, and diamond ring were stolen. Transcript 31-32, 37.

10. Respondent testified that upon discovering the items were allegedly stolen, he turned those items into Metro anonymously. Transcript 35.

11. On June 17, 2020, Respondent filed a Motion to Withdraw on both of Ms. Sosa-Avila's cases which were granted on June 22, 2020. Transcript 24-25.

OBC20-0706

12. On, about, or between July 17, 2019, and June 22, 2020, Respondent represented Zan Mitrov (hereinafter “Mr. Mitrov”) in two (2) criminal matters that went into warrant. Transcript 64-69.

13. During this time, Mr. Mitrov allowed Respondent to borrow a Dodge Viper.

Transcript 131.

14. On or about July 23, 2019, Mr. Mitrov delivered the Dodge Viper to Respondent's office. Transcript 137.

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

16. Mr. Mitrov asked Respondent to return the Dodge Viper to him multiple times between February 2020 and June 2020. Transcript 138-144.

17. On, about, or between June 5, 2020, and June 30, 2020, Mr. Mitrov rented a car because he did not have a vehicle with working A/C. Transcript 145-146, 148.

18. On June 24, 2020, Zan Mitrov (hereinafter “Mr. Mitrov”) filed a grievance against Respondent with the State Bar in an attempt to get his Dodge Viper back. Transcript 130, 158.²

19. The Dodge Viper was returned to Mr. Mitrov after he filed a grievance.
Transcript 147, 179.

20. After Mr. Mitrov received the Dodge Viper, he withdrew his grievance with the State Bar. Transcript 151.

CONCLUSIONS OF LAW

Based upon the foregoing Findings of Fact, the Panel hereby issues the following

Conclusions of Law:

1. The Southern Nevada Disciplinary Board has jurisdiction over Respondent and the subject matter of these proceedings pursuant to Supreme Court Rule (“SCR”) 99.

2. Venue is proper in Clark County.

3. The State Bar must prove by clear and convincing evidence that Respondent violated any Rules of Professional Conduct. *See* Nev. Sup. Ct. R. 105(2)(f); *In re Stuhff*, 108 Nev. 629, 633-634, 837 P.2d 853, 856; *Gentile v. State Bar*, 106 Nev. 60, 62, 787 P.2d 386, 387 (1990).

4. The Panel unanimously found that the foregoing findings of fact prove by clear and convincing evidence that Respondent knowingly violated RPC 1.8(a) (Conflict of Interest: Current Clients: Specific Rules) which caused little or no injury to Ms. Sosa-Avila. Transcript 237-38, 262.

² On 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. Transcript 68-69.

1 5. The Panel, by a 2-1 vote, found that the foregoing findings of fact prove by
2 clear and convincing evidence that Respondent knowingly violated RPC 1.8(a) (Conflict of
3 Interest: Current Clients: Specific Rules) with regard to the Dodge Viper which caused
4 injury to Mr. Mitrov. Transcript 238, 262-63.

5 6. The appropriate level of discipline must be determined considering “all
6 relevant factors and mitigating circumstances on a case-by-case basis.” *State Bar of*
7 *Nevada v. Claiborne*, 104 Nev. 11, 219, 756 P.2d 464, 531 (1988). We evaluate The
8 American Bar Association Standards for Imposing Lawyer Sanctions’ four factors to be
9 considered in determining the appropriate disciplinary sanction: “the duty violated, the
10 lawyer’s mental state, the potential or actual injury caused by the lawyer’s misconduct, and
11 the existence of aggravating or mitigating factors.” *See In re Discipline of Lerner*, 124 Nev.
12 1232, 1246, 197 P.3d 1067, 1078 (2008).

13 7. Pursuant to Standard 4.32 of the ABA Standard for Imposing Lawyer
14 Sanctions, the appropriate baseline sanction for Respondent’s violations of RPC 1.8(a)
15 (Conflict of Interest: Current Clients: Specific Rules) is suspension. Transcript 263.

16 8. Pursuant to SCR 102.5(1), the Panel unanimously found the following
17 aggravating factors exist:

- 18 a. Prior disciplinary offenses;
- 19 b. Dishonest or selfish motive;
- 20 c. A pattern of misconduct;
- 21 d. Refusal to acknowledge the wrongful nature of conduct; and
- 22 e. Substantial experience in the practice of law.

23 Transcript 263-64.

24 ///

1 9. Pursuant to SCR 102.5(2), the Panel unanimously found that Respondent's
2 full and free disclosure to disciplinary authority or cooperative attitude toward proceeding
3 exists as a mitigating factor. Transcript 264.

4 **RECOMMENDATION**

5 Based upon the foregoing Findings of Fact and Conclusions of Law, the Panel hereby
6 recommends that Respondent receive a one (1) year stayed suspension from the practice of
7 law to go into effect only if he receives any letter of reprimand/public reprimand or worse
8 over the next five (5) years. Transcript 264. In addition, over that five (5) year period,
9 Respondent shall complete one (1) additional CLE hour for ethics and one (1) additional
10 CLE hour for law practice management each year. *Id.* at 264-65.

11 Pursuant to SCR 120, Respondent shall pay a \$2,500 fee plus the actual costs of this
12 proceeding, excluding Bar Counsel and staff salaries no later than the 30th day after the
13 Supreme Court's Order in this matter or service of a Memorandum of Costs, whichever is
14 later. Transcript 265.

15
16 DATED this 13th day of July 2021.

17 Tom Edwards

18 Tom Edwards (Jul 13, 2021 15:50 PDT)

19 **F. Thomas Edwards, Esq., Chair**
20 **Southern Nevada Disciplinary Panel**

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CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing

FINDINGS OF FACT, CONCLUSIONS OF LAW, AND RECOMMENDATION

AFTER FORMAL HEARING was served via email to:

1. F. Thomas Edwards, Esq. (Panel Chair): tedwards@nevadafirm.com;
2. David Clark, Esq. (Counsel for Respondent): DClark@lipsonneilson.com
3. Gerard Gosioco, Esq. (Assistant Bar Counsel): gerardg@nvbar.org

Dated this 14th day of July 2021.

Sonia Del Rio

Sonia Del Rio, an employee
of the State Bar of Nevada

EXHIBIT C

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA
Complainant, Case No. OBC20-0670
vs. OBC20-0706
TODD LEVENTHAL, ESQ.,
Nevada Bar No. 8543
Respondent.

FORMAL HEARING OF TODD LEVENTHAL, ESQ.

Taken at the State Bar of Nevada Via Zoom Videoconference
3100 W. Charleston Boulevard, Suite 100
Las Vegas, Nevada

On Thursday, May 20, 2021
At 9:04 a.m.

Reported by: Deborah Ann Hines, CCR #473, RPR

INTEGRITY COURT REPORTING, LLC 702-509-3121
7835 S. RAINBOW BLVD., SUITE 4-25, LAS VEGAS, NV 89139

Appearances (via Zoom videoconference):

Commission Panel:

TOM EDWARDS, ESQ.
Panel Chairman

NIKE LEE, ESQ.
Panel Member

STEVE MOORE
Laymember

For the Complainant:

GERARD GOSIOCO, ESQ.
Assistant Bar Counsel
State Bar of Nevada
3100 W. Charleston Boulevard
Suite 100
Las Vegas, NV 89102
(702) 382-2200

For the Respondent:

DAVID CLARK, ESQ.
Lipson Neilson
9900 Covington Cross Drive
Suite 120
Las Vegas, NV 89144
(702) 382-1500
dclark@lipsonneilson.com

Also Present:

TODD LEVENTHAL, ESQ.
Respondent

DANIEL HOOG, ESQ.
Bar Counsel

KRISTI FAUST
Hearing Paralegal

INTEGRITY COURT REPORTING, LLC 702-509-3121
7835 S. RAINBOW BLVD., SUITE 4-25, LAS VEGAS, NV 89139

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INTEGRITY COURT REPORTING, LLC 702-509-3121
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CHAIRMAN EDWARDS: Good morning. We are on the record in State Bar of Nevada v Todd Leventhal, Case Numbers OBC20-0670 and OBC20-0706. My name is Tom Edwards, I am the Chair of the panel. Would the other panel members please introduce themselves, starting with the laymember.

COMMISSIONER MOORE: Hi, my name is Steve Moore. I'm the layperson for this hearing.

COMMISSIONER LEE: Good morning. Michael Lee.

CHAIRMAN EDWARDS: Okay. And for the State Bar?

MR. GOSIOCO: Good morning. Girard Gosioco, Assistant Bar Counsel for the Complainant, the State Bar of Nevada.

CHAIRMAN EDWARDS: And for the respondent?

MR. CLARK: Good morning. David Clark, Lipson Neilson, and with me is my client and respondent, Todd Leventhal.

RESPONDENT LEVENTHAL: Good morning.

CHAIRMAN EDWARDS: Good morning.

Mr. Clark, before we went on the record, you had a witness in the room with you. Is she now outside the room?

MR. CLARK: Yes, she's now outside the door.

I can pan the camera, if you'd like.

CHAIRMAN EDWARDS: No, I'm fine with that representation, as long as the State Bar is.

MR. GOSIOCO: We are.

CHAIRMAN EDWARDS: Okay. All right. Well, before we get started, any housekeeping you'd like to take care of?

MR. GOSIOCO: Yes, Mr. Chairman, just briefly. The State Bar moves to admit Exhibits 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 17, 21, 22, 23, and 23A. Those are the exhibits that we had discussed during the prehearing conference that were not, that were either not objected to or overruled.

CHAIRMAN EDWARDS: Mr. Clark?

MR. CLARK: I apologize. Could you -- you went kind of quick on that. Could you run through those one more time?

MR. GOSIOCO: Absolutely. Exhibits 4, 5, 7, 8, 9, 10, 11, 13, 14, 15, 17, 18, 21, 22, 23, and 23A.

MR. CLARK: I have no objection, if the representation is correct, as to all, except 23, I object to pages two and three. I do not object to page one. Two and three are statements from Mr. Mitrov, and I still don't know whether or not

1 he's going to appear and testify to foundation on
2 those. So I guess I'll object to 23 because it lacks
3 foundation and it's hearsay.

4 CHAIRMAN EDWARDS: Can we wait to see
5 whether Exhibit 23 will be admitted? Does that work
6 for the State Bar?

7 MR. GOSIOCO: Yes, sir, it does.

8 CHAIRMAN EDWARDS: Okay. So we will admit
9 that list of exhibits, except for Exhibit 23, which
10 we'll revisit during the hearing. Any other
11 housekeeping?

12 (Thereupon Complainant's Exhibits

13 4, 5, 7, 8, 9, 10, 11, 13, 14,

14 15, 17, 18, 21, & 22 were

15 admitted into evidence.)

16 MR. CLARK: Yes, Mr. Chairman. David Clark
17 for the respondent. We had sent around -- previously
18 we had our disclosure, there was no objection to our
19 disclosures. I've now fashioned some of those into
20 exhibits, which everyone should have received by now,
21 Exhibits A through F.

22 If they haven't had a chance to look at them
23 yet, or the State Bar hasn't had a chance to look at
24 them yet, we can look at them later in the
25 proceedings to see whether they'd be admitted, but I

1 move to admit those as well.

2 CHAIRMAN EDWARDS: State Bar's position?

3 MR. GOSIOCO: One moment, Mr. Chairman.

4 MS. FAUST: Mr. Edward, while we're waiting,
5 is it okay if I email the exhibits that were admitted
6 for the State Bar to the panel?

7 CHAIRMAN EDWARDS: Please do.

8 MR. GOSIOCO: I have no objection to
9 admitting respondent's exhibits.

10 CHAIRMAN EDWARDS: Okay. So respondent's
11 exhibits will be admitted. Mr. Clark, that's Exhibit
12 A through what?

13 MR. CLARK: A through F.

14 CHAIRMAN EDWARDS: Okay. Exhibits A through
15 F are admitted.

16 (Thereupon Respondent's Exhibits

17 A through F were admitted into
18 evidence.)

19 CHAIRMAN EDWARDS: Any other housekeeping?

20 MR. GOSIOCO: Nothing further from the State
21 Bar.

22 MR. CLARK: Nothing further from the
23 respondent.

24 CHAIRMAN EDWARDS: Okay. Would the State
25 Bar like to have an opening statement?

1 MR. GOSIOCO: Yes, sir. Thank you,
2 Mr. Chairman. Good morning. As I stated, my name is
3 Gerard Gosio. I'm Assistant Bar Counsel to the
4 complainant for the State Bar of Nevada. And thank
5 you so much, members of the panel, for taking time
6 out of your days to sit here during this formal
7 hearing.

8 And my opening statement is fairly quick.
9 Bottom line is lawyers should not take advantage of
10 their clients. When a client retains a lawyer, they
11 trust that their lawyer is looking out for their best
12 interest. Clients are in a vulnerable state when
13 they retain a lawyer, and the last thing they expect
14 is to be taken advantage of by their own lawyer.

15 This case is simple. The respondent, Todd
16 Leventhal, took advantage of his clients, Amalia
17 Sosa-Avila and Zan Mitrov. RPC 1.8A, sub A, states
18 that "A lawyer shall not enter into a business
19 transaction with a client or knowingly acquire an
20 ownership, possessory, security or other pecuniary
21 interest adverse to a client unless, number one, the
22 transaction and terms on which the lawyer acquires
23 the interest are fair and reasonable to the client
24 and are fully disclosed and transmitted in writing in
25 a manner that can be reasonably understood by the

1 client;

2 "Number two, the client is advised in
3 writing of the desirability of seeking and is given a
4 reasonable opportunity to seek the advice of
5 independent legal counsel on the transaction;"

6 And lastly, "three, the client gives
7 informed consent, in a writing signed by the client,
8 to the essential terms of the transaction and the
9 lawyer's role in the transaction, including whether
10 the lawyer is representing the client in the
11 transaction."

12 The evidence will show that Mr. Leventhal
13 knowingly acquired a possessory interest adverse to
14 both Miss Sosa-Avila and Mr. Mitrov. The transaction
15 and terms acquiring the interest were not fair and
16 reasonable to the clients, nor were they disclosed
17 and transmitted in writing in a manner that could be
18 reasonably understood by the clients.

19 These clients were not advised in writing of
20 the desirability of seeking counsel, nor were they
21 given a reasonable opportunity to seek the advice of
22 independent legal counsel. Lastly, the clients did
23 not give informed consent in writing signed to the
24 terms of the transaction and Mr. Leventhal's role in
25 the transaction.

For those reasons the State Bar respectfully requests that the members of the panel find Mr. Leventhal guilty of Count 1, RPC 1.8A with respect to Amalia Sosa-Avila; and Count 2, RPC 1.8A with respect to Zan Mitrov. Thank you.

CHAIRMAN EDWARDS: For the respondent?

MR. CLARK: Thank you, Mr. Chair. I'll also add my thanks to the panel members for volunteering to help in the self-regulation of our profession.

I've submitted a trial brief which summarizes our position, but I'll briefly restate it in response to the State Bar's opening. The State Bar has a burden of proof, clear and convincing. It's not civil, it's higher than civil, which is more probable than not, and lower than criminal, but they must prove every element of the violation.

They can also only -- they can also only -- you can also only find violations of what's pled in the complaint. And in this complaint, it's a 1.8A violation on each of the two counts. It states that an attorney shall not enter into a business transaction or knowingly take a possessory interest adverse to the client.

And in this case, as we've been saying from

day one with Avila Sosa -- Amalia Sosa-Avila, the items in question were stolen. And if they are stolen, and it's a crime for her to possess them, she has no interest in them; therefore, he cannot, by definition, and as a matter of law, take an interest adverse to her because she has none.

He can't change that relationship by his own belief. We can't change that relationship by her belief. If I steal something, thinking it's my client's but it's actually mine, and I intend to steal it, I have not engaged in the crime of theft because it's, in fact, mine. The nature of the property, in fact, rules adhere she was trafficking in stolen property. He cannot be adverse, he cannot have taken adverse interest to her interest because she has none. It's in fact a crime for her to possess it.

And the evidence will show, his testimony will show that once he found that out, he turned it in to the police anonymously, because he still wanted to protect the rights and identity of his nonpaying client.

The testimony will also show that he took it as collateral until she could make payments. He did not take it as payments. He did not take it as his

fee, as alleged in the complaint. He took it until she could pay, which she never did.

As to Mr. Mitrov, in December we submitted his declaration as part of our exhibits, that he never gave the Dodge Viper to Mr. Leventhal. As a favor he let him drive it. Mr. Leventhal will testify how long he actually had it, but he did not obtain a possessory interest adverse to Mr. Mitrov. Mr. Mitrov voluntarily gave it to him, and not in payment for fees, not in payment for restitution. He didn't pay to get it back. That's his sworn testimony.

We'll also submit that later on, last week he submitted a statement saying, I don't have anything to do with this case. I have nothing else I need from Mr. Leventhal. I have nothing else I want. I'm whole. And yet the State Bar is going to continue with this process.

So even though Mr. Leventhal turned over stolen property when he found out it was stolen, and the grievant, Mr. Mitrov, doesn't want to pursue this, the State Bar is still pursuing this.

We submit this is not for purposes of public protection or integrity of the Bar, it is simply punitive. Thank you.

CHAIRMAN EDWARDS: Thank you. Mr. Clark, you mentioned your trial brief, and I have it pulled up, and I'm looking at the email, and I'm not sure the rest of the panel members have a copy.

MR. MOORE, Mr. Lee, do you have a copy of respondent's trial brief?

COMMISSIONER LEE: Yes. I read it and I reviewed it. And good job, Mr. Clark, as well.

COMMISSIONER MOORE: I'm not sure. Whatever you guys sent me, that's what I have. I'm not sure if I had the trial brief.

CHAIRMAN EDWARDS: Does the State Bar have a trial brief as well? I haven't been able to locate that.

MR. GOSIOCO: No, sir, we have not.

MR. CLARK: You've not got the trial brief?

MR. GOSIOCO: I apologize, I thought you asked if we had one to submit. No, I did receive Mr. Leventhal's trial brief.

CHAIRMAN EDWARDS: Okay. State Bar, do you have a witness?

MR. GOSIOCO: State Bar would like to call Mr. Leventhal to the stand.

CHAIRMAN EDWARDS: Okay. Can we please swear in the witness.

Thereupon--

TODD LEVENTHAL

was called as a witness by the complainant, and
having been first duly sworn, testified as follows:

MR. GOSIOCO: May I proceed, Mr. Chairman?

CHAIRMAN EDWARDS: Please.

MR. GOSIOCO: Thank you.

DIRECT EXAMINATION

BY MR. GOSIOCO:

Q. Good morning, Mr. Leventhal. How are you
doing today?

A. I'm very good. Thank you, sir. How are
you?

Q. I'm doing well. Thank you for asking.

Mr. Leventhal, are you an attorney?

A. I am.

Q. And are you licensed to practice in the
state of Nevada?

A. Yes, sir.

Q. And since when have you been licensed to
practice in the state of Nevada?

A. I believe I was sworn in in 2000 or 2001. I
was licensed in California prior to that.

Q. Okay. And you mentioned that you were
licensed to practice in California. Do you still --

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are you still an active member of the State Bar of
California?

A. I am. Most of my practice over there is 9th
Circuit criminal. I appeared before the 9th Circuit.

Q. Okay. However, where do you maintain your,
I guess your main law practice?

A. The address?

Q. Correct. Yes, sir.

A. 626 South Third Street, Las Vegas, Nevada
89101.

Q. Okay. And that's here in Clark County,
Nevada?

A. That's correct. It's across -- just right
next door to the courthouse, state courthouse.

Q. Okay. Thank you. And you're referring to
the Regional Justice Center?

A. That's correct.

Q. Thank you. And what areas of law do you
practice in, Mr. Leventhal?

A. Mostly federal criminal defense, some family
law. I get a lot of clients that ask me about
personal injury, but then I work with other attorneys
on that. And that's about it. I was elected
District Attorney of Esmeralda County. I worked at
the U.S. Attorney's Office many years ago, and I

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worked -- actually at the D.A.'s office under Kamala
Harris in San Francisco for a little bit as well.

Q. Thank you, Mr. Leventhal. Now, in 2019 were
you actively practicing law in the state of Nevada?

A. Yes, sir.

Q. And how about 2020?

A. Yes, sir.

Q. And, Mr. Leventhal, are you familiar with
the underlying grievances that brought us here today?

A. Yes, sir, I am.

Q. And let me start with Case Number

OBC20-0670. That was a grievance submitted by
Miss Amalia Sosa-Avila. Do you know who Miss Amalia
Sosa-Avila is?

A. Yes, sir, I do.

Q. And what is your relationship with
Miss Sosa-Avila, if any?

A. As we sit here today?

Q. Yes, sir.

A. I don't have a relationship. I don't have
an attorney -- I withdrew from her case.

Q. Okay. But at one point you were, in fact,
Miss Sosa-Avila's attorney?

A. I was. Miss Sosa came to me, she had been
charged with possession of stolen property from a

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hotel. She was a maid, and she let her husband go
into the room. She was in active warrant, and she
came to me to quash her warrant. And she was in my
office crying that she was going to lose her kids
because she had been to prison.

I told her what my fee was. She said no
problem, she would get the money down the road. And
she suggested that she bring in, just so that --
bring in some stuff as collateral to hold. And so I
did quash her warrant. I was able to keep her out of
jail, even though she had two active cases going in
the system. The D.A.'s office asked to remand her,
and I argued against it and kept her out.

I received a copy of the discovery, that
means the police reports. I went back to my office,
and my usual routine is I put them in the file and
then within a week or two weeks, when I've got some
time to review it, I review it.

Q. Thank you. And, Mr. Leventhal, do you
recall exactly when your attorney-client relationship
initially started with Miss Sosa-Avila?

A. The exact date, no, sir, I do not.

MR. GOSIOCO: Okay. One second.

And, Mr. Chairman, with your permission I
would like to publish for the members of the panel

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1 exhibit, let's see, give me one second. I apologize,
2 I'm looking through my notes, Exhibit 11, which is
3 Mr. Leventhal's response to the State Bar's letter of
4 investigation.

5 CHAIRMAN EDWARDS: 11 has been admitted, so
6 that's fine.

7 MR. GOSIOCO: Give me one moment. I will
8 share my screen. Okay, can everyone see my screen?
9 I'm sorry, can people see my screen okay?

10 CHAIRMAN EDWARDS: Yes.

11 MR. CLARK: Yes.

12 BY MR. GOSIOCO:

13 Q. Thank you. Mr. Leventhal, are you familiar
14 with the document I'm showing on my screen?

15 A. That's my letterhead, and I agree that I
16 wrote that. Yes, I am.

17 Q. And is this your signature right here?

18 A. Yes.

19 Q. Okay. It looks like this was dated
20 August 13, 2020?

21 A. Yes, sir.

22 Q. And just briefly, would you read quite to
23 yourself this first paragraph highlighted and let me
24 know when you're done?

25 A. Yes, sir, I'm done.

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1 Q. Thank you, Mr. Leventhal. Now, as I stated
2 earlier, I asked do you recall exactly when the
3 attorney-client privilege -- attorney-client
4 relationship between yourself and Miss Sosa-Avila
5 first began?

6 A. February 13, 2020.

7 Q. Okay. Thank you, Mr. Leventhal.

8 A. Thank you.

9 Q. And do you recall when that attorney-client
10 relationship ended between you and Miss Sosa-Avila?

11 A. I do not. Is that in my letter?

12 Q. It is not, but I can show you. I will show
13 admitted Exhibit Number 8 and 9, which is a motion to
14 withdraw as attorney. It looks like this was filed
15 June 17th of 2020. And is this -- do you recognize
16 this letterhead?

17 A. Yes, sir. That's my motion to withdraw.

18 Q. Okay. And is this I guess your electronic
19 signature?

20 A. Yes, sir. That's -- yes.

21 Q. And do you recall filing this motion?

22 A. I don't -- I don't actually file my motions,
23 it's all electronically filed, so I don't personally
24 do that. I have staff that does that, if that's...

25 Q. Okay.

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1 A. I'm answering -- I want to answer your
2 question. I don't personally do that. I just say --
3 I tell me staff we need to withdraw, and we withdraw.

4 Q. Of course. Let me phrase. Do you recall
5 telling your staff around June of 2020 to file a
6 motion to withdraw on Miss Sosa-Avila's case, Case
7 Number 19F03827B?

8 A. I don't -- I don't recall it, as I sit here.
9 And I'm not trying to be argumentative, I don't
10 recall, but they wouldn't have done it without my
11 permission. So I would have told them to do it, but
12 I don't remember when or how many days prior to that,
13 but they wouldn't have done it without my approval.

14 Q. Okay. Thank you. And is it fair to assume
15 that -- well, let me ask you this: Do you recall if
16 this motion was granted or denied?

17 A. It was granted.

18 Q. Okay. And so is it fair to say that you had
19 an attorney-client relationship with Miss Sosa-Avila
20 between February 13th, 2020 to about June 17th, 2020?

21 A. I had -- I had gone and I had represented
22 her, correct. That would have been during my
23 representation of her in court.

24 Q. Thank you. And showing you what's been
25 previously admitted as Exhibit 9, this is also a

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1 motion to withdraw as attorney of record. Does this
2 letterhead look familiar to you, Mr. Leventhal?

3 A. Yes, sir.

4 Q. And is this your electronic signature?

5 A. Yes, sir.

6 Q. Thank you. And this is with regard to
7 Miss Sosa-Avila's case in justice court, Case Number
8 20F00283A. Now, Mr. Leventhal, to the best of your
9 ability do you recall if this motion was granted or
10 denied?

11 A. I believe it -- it was granted.

12 Q. Okay. Thank you. Showing you what's been
13 previously marked as Exhibit 4, Mr. Leventhal, do you
14 recognize what this document is that I'm showing you?

15 A. It's a Register of Actions from, it looks
16 like Justice Court.

17 Q. Thank you. And then I'm going to scroll
18 down just a little bit. And your motion to withdraw
19 was filed on June 17, 2020. Does this appear like a
20 correct record on this court docket?

21 A. It does, but without going into it, I don't
22 know if that -- I mean, yeah, that would link up to
23 my motion to withdraw, the June 17, so that would be
24 that. Correct.

25 Q. Okay. It looks like based off this court

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1 docket, it looks like the motion to withdraw was
2 granted on the 22nd of September -- of June 2020; is
3 that correct?

4 A. That's correct. So I filed the motion on
5 the 17th and it was heard on the 22nd.

6 Q. Thank you. Now, let me go back to your
7 initial, the beginning of the attorney-client
8 relationship with Miss Sosa-Avila. Now, you had
9 testified that the relationship, attorney-client
10 relationship began approximately on or about
11 February 13th of 2020; is that right?

12 A. That's correct.

13 Q. And when Miss Sosa-Avila retained you, was
14 there a retainer fee agreement executed?

15 A. There always is.

16 Q. Okay. I'm showing you what's --

17 A. I answer that as I say I haven't looked at
18 it, but I always have a retainer agreement. They sit
19 down with my staff and myself and we go through it
20 with them.

21 Q. Okay. Showing you what's been previously
22 admitted as Exhibit Number 7, Mr. Leventhal, do you
23 recognize this document?

24 A. Yes, sir. It's my fee agreement.

25 Q. I'm going to scroll down just a little bit.

1 And are those the initials of Miss Avila, Sosa-Avila
2 at the bottom of this page?

3 A. I believe so, yes.

4 Q. And this was -- did you sign this document?

5 A. My signature is not on this document, no.

6 Q. Okay. And typically do you, when you
7 execute a retainer agreement, do you typically sign
8 the signature block for the attorneys?

9 A. Generally I do. I didn't sign this one.

10 Q. Okay.

11 A. But generally I do.

12 Q. And was this retainer agreement provided by
13 you to the State Bar?

14 MR. CLARK: Object --

15 THE WITNESS: I don't know.

16 MR. CLARK: Object as vague.

17 CHAIRMAN EDWARDS: Overruled.

18 THE WITNESS: I don't know who gave it to
19 the State Bar, if I did or Mr. Clark did or Miss Sosa
20 did. I don't know.

21 BY MR. GOSIOCO:

22 Q. Okay. That's not a problem. I'll move on.
23 Mr. Leventhal, do you recall what the, I guess the
24 fee agreement was for Miss Sosa-Avila?

25 A. It was for a preliminary hearing on Case

1 Number 19F, as in "felony," 03827B.

2 Q. Okay. And, Mr. Leventhal, do you recall the
3 amount that was agreed upon between you and
4 Miss Sosa-Avila for your legal services?

5 A. Independently, no, but I'm looking at my fee
6 agreement. It says \$6,000.

7 Q. Okay. And that was for Exhibit 7 that I
8 just previously showed you in the retainer agreement?

9 A. That's correct. Page seven -- page one of
10 Exhibit 7.

11 Q. Okay. Thank you. Mr. Leventhal, at any
12 point did Miss Sosa-Avila pay you or attempt to pay
13 you the \$6,000 that was agreed upon?

14 A. Not that I know of, no.

15 Q. Okay.

16 A. And I say that because I don't take
17 payments. My staff is at my office all day, I'm
18 usually in court, and so people come in and make
19 payments to the staff and get receipts. So as I sit
20 here today, my staff has indicated that no payments
21 were made.

22 Q. Okay. Now, earlier you testified that there
23 was some sort of agreement between you and
24 Miss Sosa-Avila for her to bring in collateral; is
25 that correct?

1 A. Miss Sosa said that she didn't have money
2 that day, she needed her warrant quashed. It's not
3 as if she can go to a public defender's office if she
4 needed it quashed that day, and she said she would
5 bring me in collateral until she can pay me, which
6 was going to be very soon.

7 I don't remember how. Oftentimes around tax
8 season people say, Oh, my taxes are coming in, I can
9 pay you then. I can pay. And so she was somehow
10 going to get the money, and she brought in the
11 collateral that she suggested.

12 Q. Okay. And did Miss Sosa-Avila, in fact,
13 bring you or your office any items for collateral, as
14 you just mentioned?

15 A. She did.

16 Q. And did you accept those items as
17 collateral?

18 A. We did.

19 Q. Okay. Showing you what's been previously --
20 give me one second, let me share my screen one more
21 time. Showing you what's been previously marked as
22 Exhibit 11, would you read to yourself quietly again
23 this first paragraph in your response to the State
24 Bar's letter of investigation dated August 13th,
25 2020. Let me know when you're done.

1 A. Just that one paragraph, sir?

2 Q. Just for now, yes, sir.

3 A. That's the "I am" -- that's the one I just

4 read, right?

5 Q. Yes, sir.

6 A. Okay. I've read it.

7 Q. Okay. Thank you. And do you recall if

8 Miss Sosa-Avila brought you or your office any

9 collateral in the month of February of 2020?

10 A. That's what I wrote, yes. I wasn't in my

11 office when she dropped off the collateral, so I --

12 this is what I wrote.

13 Q. Okay. But it does state that

14 Miss Sosa-Avila did drop off an iPhone as collateral;

15 is that correct?

16 A. She dropped off in a box a Louis Vuitton

17 purse, a diamond ring, and an iPhone, and it was

18 given to my staff and put -- it was safeguarded

19 where -- behind where our -- in the office.

20 Q. Okay. But you did write on February 27

21 Miss Sosa finally dropped off a drone and an iPhone

22 as collateral?

23 A. I see that. And, again, I don't

24 specifically know dates and times because I wasn't

25 there, so I know that I wrote that. But the iPhone

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1 was collateral. It came in on a different day. It

2 was not in a -- it was not in its own box, it was in

3 a brown box.

4 And there were three items in the brown --

5 two items in the brown box, and then the iPhone came

6 after that. And the drone was actually given to me

7 by her husband. He brought that in and he said to

8 give it to my son. So the drone was not actually

9 collateral, that's a mistake. The drone was a gift

10 from her husband.

11 Q. Okay. But would you agree with me that

12 Miss Sosa-Avila dropping off the drone and the iPhone

13 happened around February of 2020?

14 MR. CLARK: Object. That misstates his

15 prior testimony.

16 CHAIRMAN EDWARDS: Overruled.

17 THE WITNESS: Can you repeat the question?

18 What?

19 BY MR. GOSIOCO:

20 Q. Yes. No problem. Would you agree that --

21 does February 20 -- February of 2020, does that sound

22 about the right time or the correct time that

23 Miss Sosa-Avila dropped off a drone and an iPhone to

24 your office?

25 A. I wouldn't argue with you on that. I don't

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1 know, as I sit here, but that's what's in the letter.

2 Q. Okay. And with regard to the Louis Vuitton

3 wallet and the diamond ring that you had just

4 testified to, does it sound like -- does it sound --

5 is it an accurate statement that around April of 2020

6 that Miss Sosa-Avila dropped off the wallet and the

7 ring as collateral?

8 A. I don't know what came first or second. If

9 that's what's in my letter, then that would be what's

10 in my letter, but again, I wasn't at my office when

11 she brought this stuff in.

12 Q. Okay. Thank you. Now, turning your

13 attention to -- actually, let me ask you this: What

14 ended up happening with the drone, the iPhone, the

15 wallet, and the ring?

16 A. So when I was speaking to -- let's take each

17 one of them. When I was speaking to her husband, it

18 was around the time of my son's birthday, and he

19 brought me in and said give it to my son. It's a

20 kid's drone. It's not a big -- it wasn't a big deal.

21 As far as the Louis Vuitton, the purse, the

22 diamond ring, and the iPhone, what happens is, like I

23 indicated, I go to court, I file a motion to quash

24 her bench warrant so she's no longer in warrant

25 status. I then picked up a copy of the discovery,

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1 that being the police reports.

2 I went back to my office, I then read

3 through -- I don't even know she, you know, how -- it

4 says February. It didn't occur to me until I read

5 through the police reports that, especially was

6 glaring the Louis Vuitton purse was something that

7 she was trying to sell to an undercover Metro

8 officer, and it was in the reports, and she admitted

9 to it in the reports.

10 And so when I went back, I looked in the box

11 and I saw there was the iPhone. And I double-checked

12 the discovery again, and again there was a stolen

13 iPhone that she was being charged with that I didn't

14 know when I went down to first represent her. I

15 found out through the discovery.

16 I then called -- contacted her. I told her

17 to come back, and she came in. And I said, Listen,

18 you can't -- I can't take stolen stuff. And she

19 agreed that it was stolen, and she agreed at that

20 time that it was going to be turned over to Metro

21 anonymously. And that's what I did, I turned it

22 over. I called a detective friend of mine, they came

23 over.

24 And this isn't the first time. I

25 received -- I was reminded of this -- about two,

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1 three years ago somebody give me as a gift a painting
2 for my office. I looked up the painting. In fact,
3 the painting was stolen, so I turned it in to Metro
4 and it got back to the owner. And the owner was very
5 thankful. He called me up. He said, I appreciate
6 you turning that in. It was my father's. It got
7 stolen at McCarran International Airport, and he sent
8 me a thank you with a lithogram of the painting.

9 So, I mean, I deal in a world I guess that
10 people, you know, think they can give me stolen stuff
11 sometimes. And so my rule, what I'm known to do is
12 to, one, protect my client's confidentiality by
13 anonymously turning it in to Metro so it can get back
14 to its rightful owner.

15 When I told her that that's what I was going
16 to do, she didn't have an issue. She admitted that
17 it was stolen and understood. And then, I don't
18 know, and she filed a Bar complaint.

19 Q. Thank you, Mr. Leventhal. Now, you had just
20 previously -- you had just testified that
21 Miss Sosa-Avila or her husband had dropped off a
22 Louis Vuitton purse and a ring; is that correct?

23 A. Yes. The purse and a ring were in a box.
24 They're weren't in their own box, they were in a
25 cardboard box, a little brown box.

1 Q. Okay. And to the best of your ability,
2 could you describe how the purse looked?

3 A. So it's not really a purse, it's more like a
4 wallet. It's a Louis Vuitton. It's about -- well,
5 there's a picture in the discovery, but it's about I
6 believe like a women's Louis Vuitton wallet. It's
7 about like, I don't know, a few inches wide and it
8 goes into a purse, I believe.

9 Q. Okay.

10 A. Does that answer your question?

11 Q. Yeah. Yes, it does. Thank you. Now, you
12 had stated that you had, you know, after reviewing
13 the discovery provided by the D.A.'s office, Clark
14 County D.A.'s office, that you had realized that the
15 items given to you by Miss Sosa-Avila or her husband
16 were allegedly stolen; is that right?

17 A. Well, yeah, allegedly. You can use
18 allegedly, but I believe that she admitted to the
19 undercover Metro officer who was investigating her
20 that it was stolen, so, but, yeah, she hadn't been
21 convicted of it yet. But, yes, they were stolen.

22 Q. Okay. And approximately when did you
23 realize, I guess when did you, approximately when did
24 you realize that the items were stolen or allegedly
25 stolen?

1 A. You know, I can't give you a date exactly.
2 It occurred to me, like I said, after I read through
3 the discovery. I don't read the discovery right away
4 when I pick up a case because usually we set out
5 preliminary hearings three, four months out, and so I
6 don't get back to my office, review it.

7 I usually tell the clients to come back
8 within 30 to 45 days and I'll review the discovery.
9 So it was after I reviewed the discovery that I came
10 to find out that the stuff that she had given as
11 collateral was stolen. I don't know when, though.

12 Q. Okay. Thank you. Do you recall -- you
13 stated -- you testified that you had, once you had
14 realized that the items were stolen or allegedly
15 stolen, that you anonymously turned them in to Metro?

16 A. That's correct.

17 Q. Do you recall approximately when that was?

18 A. It was around the same time, within 30,
19 60 days, 90 days, I don't know. I don't exactly
20 know. But I do know that I called 311 to have an
21 officer come pick it up, but then they didn't come
22 over so I contacted Detective Aaron Perez with Metro.
23 He came over, he picked them up, and he put them in
24 anonymously to -- I don't know what department he
25 puts them in.

1 Q. Okay. Now, do you recall if, I guess I'm
2 just trying to get a timeline. Do you recall if
3 this -- you turned in those items anonymously before
4 or after your motion to withdraw?

5 A. As I sit here today, sir, I'm sorry, I
6 don't -- I don't know offhand what came first. I
7 don't. I apologize.

8 Q. Not a problem. And I'm showing you what's
9 been previously marked as Exhibit 11. This is the
10 letter, your response to our letter of investigation
11 dated August 13th, 2020. I'm going to scroll down to
12 the second page towards the signature. If can you
13 read this highlighted portion quietly to yourself and
14 let me know when you're done.

15 A. I'm done.

16 Q. Okay. Thank you, Mr. Leventhal. Let me ask
17 you the question again. Do you recall if you turned
18 in those items anonymously to Metro prior to your
19 withdrawal date or before your withdrawal date?

20 A. I don't know. I don't know specifically
21 when, the date that I turned them in. I don't know.
22 I know what I wrote here says since the withdrawal,
23 but I don't know if I did it before or after. I
24 believe I did it after at some point. I don't know.

25 Q. Okay. Thank you, Mr. Leventhal. Now, you

1 had stated that Ms. Sosa-Avila admit to an undercover
2 Metro officer for trying to sell stolen good; is that
3 correct?

4 A. That's correct.

5 Q. And those stolen -- the alleged items that
6 were stolen that she did dropped off at your office,
7 namely the drone, the iPhone, the Louis Vuitton purse
8 or wallet, and the ring, was that -- were those the
9 items that were alleged to have stolen in
10 Miss Sosa-Avila's criminal complaint that you
11 provided to us?

12 MR. CLARK: Objection, misstates his
13 testimony. He never said the drone was stolen.

14 BY MR. GOSIOCO:

15 Q. Okay. Let me rephrase. As to the iPhone,
16 the Louis Vuitton wallet or purse, and the diamond
17 ring, were those alleged to have been stolen?

18 A. In the discovery?

19 Q. Yes, sir.

20 A. Yes, sir.

21 Q. And the --

22 A. I believe -- I'm sorry, I don't mean to cut
23 you off, Mr. Gosioco.

24 Q. Not a problem.

25 A. I know that the Louis Vuitton for certain,

1 and I know that the iPhone for certain. The ring
2 was -- that was when I confronted her on it, because
3 she had given me stolen merchandise, she admitted to
4 it. So I believe the discovery only talks -- well,
5 there's miscellaneous items in there, but speaks to
6 specifically the Louis Vuitton purse, and there's
7 specifically to the iPhone that did not come in any
8 box, except for the cardboard box, and the gold ring,
9 she admitted that it was stolen, and then she knew I
10 was going to be turning it in to Metro. Does that
11 clarify?

12 Q. Yes, sir, it does.

13 A. I apologize.

14 Q. No, not a problem at all, sir. Now, you had
15 mentioned briefly that these items were in the
16 discovery. And were those items in the discovery of
17 the cases you represented Miss Sosa-Avila in?

18 A. That's correct. That's why I received a
19 copy of the discovery, because I was attorney of
20 record.

21 Q. Okay. And it looks like you only
22 represented Miss Sosa-Avila in two criminal cases; is
23 that correct?

24 A. I believe so, yes, sir.

25 Q. Okay. Now --

1 A. What I believe is she had one, and then
2 while we were in the one, she picked up another case
3 at -- the hotel case. There's one where she let her
4 husband go in, she was a maid at the hotel, and she
5 let her husband go into the room, it's on a video,
6 and then walk out with the people's suitcases.

7 The other one she went into a vehicle that
8 was a vehicle, Detective Haynes, he was the
9 detective, he -- she went in and she ripped off, or
10 she stole credit cards for, I believe it was Home
11 Depot or Lowe's, and she went in there and bought a
12 bunch of stuff. That's -- and, again, I haven't
13 looked in a long time at her discovery, but I believe
14 those were two separate cases.

15 Q. Thank you. Now, showing you what's been
16 previously admitted as Exhibit Number 9, which is the
17 motion to withdraw, this case is, would you agree
18 with me that this case that you represented her on
19 was Case Number 20F00283A?

20 A. Yes.

21 Q. Thank you. And showing you what's been
22 previously marked and admitted as Exhibit 9 -- give
23 me one second. I apologize, Exhibit 5. Now, is this
24 the court docket for that case you withdrew from,
25 20F00283A?

1 A. It looks to be, yes. That's the case
2 number. Yeah, I see it underneath Register of
3 Actions.

4 Q. Okay. And showing you what's been marked as
5 your Exhibit A, give me one second, let me -- is this
6 the criminal complaint that was filed pertaining to
7 that case you were representing Miss Sosa-Avila in?

8 A. Is that -- yeah, 20F283A, that's the
9 criminal complaint. That's one of them.

10 Q. Okay. And I'd like to just briefly discuss
11 this criminal complaint, if you don't mind. I'd like
12 to look at each count. So as to Count 1, it looks
13 like Miss Sosa-Avila was charged with conspiracy to
14 commit burglary; is that correct?

15 A. Correct.

16 I can't hear you. Did you...

17 Q. I'm sorry. On this complaint for Case
18 Number 20F00283A, looking at Count 1 in the criminal
19 complaint, was Miss Sosa-Avila charged with
20 conspiracy to commit burglary?

21 A. Correct.

22 Q. And the highlighted portion on your screen,
23 could you read that yourself quietly and let me know
24 when you're done?

25 A. Okay.

Q. Mr. Leventhal, is there any mention of an iPhone, a Louis Vuitton purse or wallet, or a diamond ring in Count 1?

A. No, but when you file a complaint, you don't -- they don't need to allege everything in there that's in the discovery.

Q. Okay.

A. No. I mean, to answer your question, no.

Q. Thank you. As to Count 2, a charge of burglary for Miss Sosa-Avila, could you read this highlighted portion to yourself quietly and let me know when you're done?

A. Yes, I'm done.

Q. And in Count 2 is it alleged is -- does an iPhone, Louis Vuitton purse or wallet, or diamond ring appear anywhere in Count 2?

A. No, they -- when the State files a criminal complaint, they don't allege every specific act in the counts, so that's why it's just a broad forgery or fraudulent use of a credit card, but they don't talk about what she bought with the credit card. It's, again, it's behind in the discovery. But, no, it's not in there.

Q. Okay. And as to Count 3, possession of credit card or debit card without cardholder's

consent, could you read quietly to yourself the highlighted portion on the top of this page, as well as the first two lines of the following page, and let me know when you're done?

A. I'm done. I finished.

Q. Thank you. And is an iPhone, Louis Vuitton purse or wallet, or diamond ring mentioned in Count 3?

A. No.

Q. Thank you. And lastly as to Count 4, could you read this quietly to yourself, and let me know when you're finished?

A. Yes, I'm done.

Q. And as to Count 4, is there any mention of an iPhone, Louis Vuitton purse or wallet, or diamond ring in Count 4?

A. No, it just says "goods, property, services, or anything of value."

Q. Okay. And could you read the "to wit" language?

A. To wit. Let's see, "To wit: By defendant using said credit card to make a purchase at Home Depot, the defendant not being the cardholder, nor being authorized by the cardholder to use said card or card number."

Q. Okay. Thank you, Mr. Leventhal. Turning your attention to the other case you represented Miss Sosa-Avila in, it is 19F03827B, now did you represent Miss Sosa-Avila in that case?

A. I'm trying to find the complaint on that. Where is it?

Q. I can show you briefly what's been previously admitted as Exhibit 8. Is this your motion to withdraw as attorney of record for Miss Sosa-Avila?

A. Yes, sir. So, yes. 19F03827B. That's correct, I did represent her on that case as well.

Q. Okay. Thank you.

A. And that was the first case I represented her, I believe, because the 19 would have been the year, 2019, whereas the other case starts out 20, so it would have been a 2020 case.

Q. Okay. And give me one moment to go to the criminal complaint. Actually -- give me one second. So turning to Exhibit A of your exhibits, I'm going to go to page 18 in the discovery.

MR. CLARK: Counsel, is that Bates stamped 18?

MR. GOSIOCO: No. Let me -- it is Bates stamped 55.

THE WITNESS: Is that A?

BY MR. GOSIOCO:

Q. Yes, sir.

A. Thank you. 55?

Q. Yes, sir.

A. Okay. I'm there. Thank you.

Q. And is Bates -- the document appearing on your screen that I'm sharing, does this -- is this Bates stamp 55 of your Exhibit A?

A. Yes, sir.

Q. And do you recognize what this document is, Mr. Leventhal?

A. Yes, sir. It's part of the Metropolitan Police Department's investigation. They input the victims, they input the offenses that they believe that the district attorney's office should charge a defendant with, and that's what this is, or this is a Las Vegas Metropolitan Police Department report.

Q. Okay. And in -- based on your experience in these arrest reports or detective reports, if an item is alleged to have been stolen, are those items specifically listed in the arrest report?

A. Generally somewhere, yes, sir.

Q. Okay. Thank you. Now scrolling down to Bates stamp 56, are you on that page, Mr. Leventhal?

A. Yes, sir.

1 Q. At the bottom of Bates stamp 56, and it's
2 being shown on the screen, which I'm sharing, to the
3 left-hand column it says "arrestees, witnesses, other
4 entities and properties"; is that right?

5 A. That's correct.

6 Q. So under the "property" section, based on
7 your experience, if an item is alleged to have been
8 stolen, is this the section where Metro officers
9 would typically list alleged stolen items?

10 MR. CLARK: Objection. Speculation, lacks
11 foundation.

12 MR. GOSIOCO: And I was asking based on
13 Mr. Leventhal's experience.

14 CHAIRMAN EDWARDS: Overruled.

15 MR. CLARK: You haven't established his
16 experience as to arrest records.

17 MR. GOSIOCO: Sorry, was that objection
18 overruled, Mr. Chairman?

19 CHAIRMAN EDWARDS: Yes.

20 MR. GOSIOCO: Thank you.

21 THE WITNESS: Sorry, what was -- the
22 question is in my experience is this where they would
23 put stolen property?

24 BY MR. GOSIOCO:

25 Q. Yes, sir.

1 A. Yeah. So if you -- if you go to page 57,
2 the next page.

3 Q. Okay.

4 A. Okay. If you look down, see "type," where
5 it says "miscellaneous," and then there's "computers,
6 office equipment, stolen." And if you go to the next
7 one, "miscellaneous," and you see "cellphone"?

8 Q. Yes, sir.

9 A. "Bicycle, worthless docs and items not
10 listed stolen, Home Depot card used." So that would
11 be where they would generally put what was stolen.
12 So that would -- that's where I became aware that an
13 iPhone was stolen. And, again, cellphones, bikes,
14 clothing, glasses. If you keep going, "type:
15 Overnight bag, hat, glasses, contacts, miscellaneous
16 stolen with Discover red card, bicycle, worthless
17 docs, cellphones." So that's where it would.

18 And then if you go down, the automobile of
19 Mr. Bowman, I believe he -- it was his automobile.
20 Then it would go list into the automobile, Dodge
21 pickup registered to Dean Bowman, what was taken.

22 So to answer your questions, yes, generally
23 that's where they list the items, but they don't -- I
24 mean, you know, whether -- I don't know how deep and
25 involved they get. They're still Metro officers that

1 have a lot of things to do, so, you know, but there
2 are things listed here.

3 Q. Thank you. Now, I want to go back to the
4 top -- the bottom of page 56 where the property
5 section starts.

6 A. Yes, sir.

7 Q. The highlighted portion on my screen, can
8 you see that properly?

9 A. Yes, sir.

10 Q. Now, in the highlighted portion, does it
11 mention anywhere an iPhone, a Louis Vuitton purse or
12 wallet, or a diamond ring?

13 A. In that section, no, sir.

14 Q. Thank you. Scrolling down to Bates stamp
15 57, the next type of alleged stolen property, I am
16 highlighting that portion on my screen now. Can you
17 see that portion, Mr. Leventhal?

18 A. Yes, sir.

19 Q. Now, anywhere in that highlighted portion
20 does it mention an iPhone, a Louis Vuitton purse or
21 wallet, or a diamond ring?

22 A. It mentions an Apple iPad, but not the
23 iPhone.

24 Q. Okay. Thank you. And as far as a Louis
25 Vuitton purse or wallet or a diamond ring, is there

1 any mention of that in that highlighted portion?

2 A. No, sir.

3 Q. Thank you. And showing you the next
4 highlighted portion right here, for the "type," can
5 you see that properly, Mr. Leventhal?

6 A. Yes, sir.

7 Q. Now, in that highlighted portion, is there
8 any mention of an iPhone, Louis Vuitton purse or
9 wallet, or diamond ring?

10 A. It says cellphone. It doesn't specify, but,
11 no, it doesn't say -- it doesn't say iPhone, if
12 that's your question.

13 Q. Okay. And as far as the type, and I'm
14 comparing, for example, you did mention at the bottom
15 of Bates stamp 58 the Dodge pickup that was
16 registered to Dean Bowman; is that right?

17 A. Yes. That's what it says.

18 Q. And under the "type" at the very top of that
19 highlighted portion on my screen it says "automobile,
20 parenthesis, not stolen or recovered"; is that right?

21 A. Where I am? I don't know where I'm looking.
22 Am I still on at 58?

23 Q. Yes, sir. Towards the bottom of 58. It's
24 on my screen.

25 A. At the bottom. I'm sorry. Yes, I see --

1 oh, "type: Automobile, not stolen or recovered."
2 Yes, I see that.
3 Q. And was there -- is there a description
4 included in that underneath the "type"?
5 A. I don't know. "Type: Automobile, not
6 stolen or recovered."
7 Q. And if you go down two more lines.
8 A. Okay. "Dodge pickup registered to Dean
9 Bowman."
10 Q. Okay. And that's the description of the
11 type of alleged stolen item, correct, or?
12 A. No, sir. The automobile wasn't stolen. The
13 automobile was broken into and stuff was taken out of
14 it from Dean Bowman.
15 Q. Okay.
16 A. So, no, she never stole it. That's why it
17 says it's not stolen, they didn't need to recover it.
18 What they're saying here is that's the automobile
19 that was parked when Miss Sosa went in and broke the
20 glass and took stuff out of the vehicle. Does that
21 make sense?
22 Q. Yes, sir. Thank you for clarifying.
23 A. Yeah.
24 Q. But under the "type" it does says
25 "automobile, parenthesis, not stolen or recovered,"

1 correct?
2 A. That's correct.
3 Q. And under the description it states, "Dodge
4 pickup registered to Dean A. Bowman"; is that right?
5 A. That's correct.
6 Q. Okay. So going back up to Bates stamp 57,
7 and I'm highlighting a portion on my screen.
8 MR. CLARK: 57?
9 MR. GOSIOCO: Yes, 57.
10 BY MR. GOSIOCO:
11 Q. And do you see the portion I'm referring to,
12 Mr. Leventhal?
13 A. Yes, sir.
14 Q. And under "type," as you had testified, the
15 "type" states miscellaneous parenthesis, cellphones,
16 bicycles, worthless doc, items not included; is that
17 right?
18 A. Am I on fifty -- oh, yeah, you're down
19 there. Yes.
20 Q. Okay. An under the "description," am I
21 reading this correctly, the description is listed as
22 Home Depot credit card which was used, the info was
23 in the details?
24 A. That's what it says, yes, sir.
25 Q. Okay. But as far as this highlighted

1 portion is concerned, there is no mention of an
2 iPhone, Louis Vuitton purse or wallet, or diamond
3 ring; is that right?
4 A. It doesn't say iPhone, it says cellphone.
5 Q. Okay. And that is the type, but as far as
6 the description is concerned, there's no mention of
7 an iPhone, Louis Vuitton purse or wallet, or a
8 diamond ring; is that right?
9 A. That's correct, but it also doesn't say what
10 type of bicycle it is either. I mean, it just says
11 bicycle, cellphone. But, no, it doesn't -- it
12 doesn't say exactly what it is. You're correct.
13 Q. Thank you. Going to the top of Bates stamp
14 58, I'm highlighting a portion now on my screen. Can
15 you see that properly, Mr. Leventhal?
16 A. Yes, sir.
17 Q. And under the type, what does the "type"
18 state for that highlighted portion?
19 A. "Clothing, belts, glasses, purses/wallets."
20 Q. And the description please?
21 A. Description is "overnight bag, had my
22 glasses and contacts."
23 Q. Now, in that highlighted portion is there
24 any mention of an iPhone, Louis Vuitton purse or
25 wallet, or diamond ring?

1 A. It doesn't specifically say which one, it
2 just says purses, wallets.
3 Q. For the clothing, the type of item, correct.
4 But as far as the description, is there any mention
5 of an iPhone, Louis Vuitton wallet or purse, or
6 diamond ring?
7 A. No.
8 Q. Thank you. And I'm scrolling. We already
9 discussed the automobile on the bottom of page 58.
10 Okay, and showing you the narrative on Bates stamp
11 59, I'm highlighting that portion right now. Can you
12 see that clearly, Mr. Leventhal?
13 A. Yes, sir, I can.
14 Q. Can you read that to yourself quietly and
15 let me know when you're finished?
16 A. Okay. I've read it.
17 Q. Thank you. Now, in that narrative,
18 Mr. Leventhal, is there any mention of an iPhone,
19 Louis Vuitton wallet or purse, or diamond ring?
20 A. No, sir.
21 Q. Thank you. I'm scrolling to Bates stamp 60.
22 Do you recognize this document, Mr. Leventhal?
23 A. Yes, sir.
24 Q. Was this included as discovery in the
25 criminal case for Miss Sosa-Avila?

1 A. Yes, sir, it was.
2 Q. Scrolling down a bit further, I'm going to
3 be highlighting -- does this look like a receipt from
4 Home Depot?
5 A. Yes, sir, it does.
6 Q. And I'm going to be highlighting the portion
7 to the left with an itemized list. Do you see the
8 highlighted portion on my screen, Mr. Leventhal?
9 A. Yes, sir, I do.
10 Q. Could you read that quietly to yourself and
11 let me know when you're done?
12 A. I'm done.
13 Q. Now, in that itemized list of this Home
14 Depot receipt, is there any mention of a Louis
15 Vuitton purse or wallet, or iPhone, excuse me, or
16 diamond ring?
17 A. No, sir.
18 Q. Thank you. Now, Bates stamp -- I'm looking
19 at Bates stamp 62, and does this also appear to be a
20 receipt image from Home Depot?
21 A. Yes, sir.
22 Q. And I'm highlighting a portion to the left
23 of my screen with an itemized list. Do you see that
24 clearly, Mr. Leventhal?
25 A. Yes, sir, I do.

1 Q. And can you take -- read it quietly to
2 yourself and let me know when you're finished?
3 A. I'm done.
4 Q. And does an iPhone, a Louis Vuitton purse or
5 wallet, or diamond ring appear anywhere in the
6 itemized list?
7 A. No, sir.
8 Q. Thank you. Now, showing you what looks like
9 another receipt from Home Depot on Bates stamp 64, do
10 you see that on my screen, Mr. Leventhal?
11 A. I do.
12 Q. And I'm highlighting a portion to the left
13 with an itemized list on the receipt. Could you read
14 that quietly to yourself and let me know when you're
15 finished?
16 A. I'm finished.
17 Q. And in that itemized list, is there any
18 mention of an iPhone, Louis Vuitton purse or wallet,
19 or diamond ring?
20 A. No, sir.
21 Q. Thank you. Showing you yet another Home
22 Depot receipt on Bates stamp 65, I'm highlighting a
23 portion to the left of my screen with an itemized
24 list from that receipt. Do you see where I'm at,
25 Mr. Leventhal?

1 A. Yes, I do.
2 Q. And could you read that quietly to yourself
3 and let me know when you're finished?
4 A. Yes, I'm done.
5 Q. And is there any mention of an iPhone, Louis
6 Vuitton purse or wallet, or diamond ring in here?
7 A. No, sir.
8 Q. Thank you. Let's see. Give me one second.
9 Let me -- now, did you also, this was case number
10 20 -- I apologize. Showing you what's been
11 previously marked and admitted as Exhibit 8, and this
12 appears to be your motion to withdraw from attorney,
13 as attorney of record for Miss Sosa-Avila in Case
14 Number 19F03827B; is that right?
15 A. That's correct.
16 Q. And I'm looking for the criminal complaint.
17 It doesn't look like there was a criminal complaint
18 attached to that case, but give me one moment. I'm
19 looking at Bates stamp, in your exhibit, looks like
20 Exhibit B. And showing you your Exhibit B, starting
21 on Bates stamp 75, let me know when you've found that
22 document --
23 A. I found it.
24 Q. -- Mr. Leventhal.
25 You have it?

1 A. Yes, sir.
2 Q. Thank you. And I'm highlighting a portion
3 in the details for probable cause on Bates stamp 75.
4 Do you see that clearly on my screen, Mr. Leventhal?
5 A. Yes, sir, I do.
6 Q. Can you read that to yourself quietly and
7 let me know when you're finished?
8 A. Yes, sir.
9 Yes, sir, I'm done.
10 Q. Now, in that highlighted portion, is there
11 any mention of an iPhone, Louis Vuitton purse or
12 wallet, or diamond ring?
13 A. No, sir.
14 Q. And to the best of your knowledge in this
15 report is there any mention of an iPhone, Louis
16 Vuitton purse or wallet, or diamond ring?
17 A. In this entire report? You want me to look
18 through it?
19 Q. If you wouldn't mind, yes, sir.
20 A. Okay. Well, because I know how this
21 happened. When the undercover detective, the
22 Detective Haynes in this, what he did was he started
23 communication with Miss Sosa because he was trained
24 to get the goods, the stuff that was stolen back for
25 Mr. Bowman. And in his course of his investigation,

1 through what's called, an app called OfferUp,
2 Miss Sosa told him that she had the Louis Vuitton
3 purse. It's -- if you go to number 83. Are you
4 there?
5 Q. Yes, sir.
6 A. So right there, stop. Do you see where it
7 says "Louis Vuitton wallet" at the top right, and
8 underneath it said \$650?
9 Q. Yes, sir, I do.
10 A. Okay. Can you highlight that? And so --
11 and so that's what she was trying to sell. Thank
12 you. That's what she was trying to sell the officer.
13 That's where I found out that there was, in fact, a
14 Louis Vuitton wallet that was stolen, that was --
15 that she had given to me as collateral. And that's
16 when I decided that I couldn't -- and then she also
17 admitted to it.
18 So it is in the report, the Louis Vuitton
19 wallet. It's not just -- it's just not listed as a
20 stolen item, but it is in the report. And when she
21 was confronted about it in her interview down at
22 Metropolitan Police Department, she then again
23 admitted to it because the officer said, what about
24 the Louis Vuitton wallet that you were trying to sell
25 me, and she said, Oh, I found it in a car, or

1 something along those lines. So, yes, there is --
2 there is mention of a Louis Vuitton wallet in that
3 report.
4 Q. Okay. But and how about the iPhone or
5 diamond ring. Is that mentioned anywhere in the
6 report?
7 A. Well, the iPhone -- okay, the phone was
8 mentioned in the report as something that was stolen
9 out of the vehicle. The -- and the ring, like I
10 said, was admitted to, I don't remember if I saw
11 anywhere in the ring. The Louis Vuitton was
12 obviously the big one that popped out. And then
13 when -- and then, like I said, she admitted to it
14 when she came in. So I don't know if it's in the
15 report.
16 Q. Okay. Thank you. I'd like to move on to
17 Case Number OBC20-0706 pertaining to a grievance
18 submitted to the State Bar by Zan Mitrov. Are you
19 familiar with that grievance?
20 A. Yes, sir.
21 MR. CLARK: Mr. Chairman, is this -- are we
22 at a good time to take a comfort break? Unless...
23 CHAIRMAN EDWARDS: Sure. That's fine. Five
24 minutes?
25 MR. CLARK: Five minutes?

1 CHAIRMAN EDWARDS: Yep.
2 MR. CLARK: Is that all right?
3 CHAIRMAN EDWARDS: Recess.
4 MR. CLARK: Thank you.
5 (A recess was taken.)
6 CHAIRMAN EDWARDS: Back on the record.
7 State Bar, your witness.
8 MR. GOSIOCO: Thank you, Mr. Chairman.
9 MR. CLARK: Can we have the record reflect
10 that I guess Mr. Hooge has joined us.
11 CHAIRMAN EDWARDS: Sure.
12 MR. CLARK: Okay.
13 MR. GOSIOCO: May I proceed, Mr. Chairman?
14 CHAIRMAN EDWARDS: Yes, please.
15 MR. GOSIOCO: Thank you, sir.
16 BY MR. GOSIOCO:
17 Q. Mr. Leventhal, just a few more questions
18 pertaining to Miss Sosa-Avila. You testified
19 previously that the iPhone, the drone, not even --
20 the iPhone, the drone, the Louis Vuitton purse and
21 wallet, and the diamond ring were dropped off to your
22 office, correct?
23 A. Correct.
24 Q. And it's your position that the iPhone, the
25 Louis Vuitton purse or wallet, and the diamond ring

1 were dropped off as collateral; is that right?
2 A. Until she -- yes. Yes, that's correct.
3 Q. Okay. And you accepted those items as
4 collateral; is that right?
5 A. Yes.
6 Q. And you had stated that those items you had
7 discovered through the discovery that was associated
8 with Miss Sosa-Avila's case, that you discovered
9 those items were stolen; is that correct?
10 A. That's correct.
11 Q. And in the discovery that we have just
12 reviewed, was there any mention of an iPhone or the
13 diamond ring?
14 MR. CLARK: Objection. Asked and answered.
15 CHAIRMAN EDWARDS: Overruled.
16 BY MR. GOSIOCO:
17 Q. Mr. Leventhal, in that discovery that we had
18 just went over, was there any mention of an iPhone or
19 diamond ring in that discovery?
20 A. What we went through, no, I don't believe
21 so. I mean, I -- you asked me to go through it
22 rather quickly, but there's -- in the first discovery
23 there was something like Bates stamp 70 through 85,
24 and I didn't review it all, and the other one. So I
25 haven't reviewed it all to answer that specific

1 question.

2 I don't believe, knowing what I know, is
3 that there was any mention of a diamond ring, and I
4 don't believe that it was specific as to what type of
5 phone it was. But I do know that, again, when I told
6 her she can't give me stolen, she admitted to it.
7 So, I mean, with everything that was in here, coupled
8 with the fact that she orally admitted to and I told
9 her I was going to turn in it, I had to.

10 MR. GOSIOCO: And I would object to those
11 statements as hearsay.

12 THE WITNESS: Sorry.

13 CHAIRMAN EDWARDS: Overruled.

14 BY MR. GOSIOCO:

15 Q. But as far as the items that we've been
16 talking about, the iPhone and the diamond ring, you
17 didn't learn that those items were stolen through the
18 discovery, right?

19 A. Not specifically as to especially the
20 diamond ring, but the iPhone, I assumed that when it
21 said cellphone that it was stolen that that was what
22 that was.

23 Q. Okay. Thank you. Now, I'd like to move on
24 to Case Number OBC20-0706 with Mr. Mitrov. You are
25 familiar with that grievance submitted by Mr. Mitrov,

1 correct?

2 A. I am, sir. Yes.

3 Q. Thank you. And, Mr. Leventhal, who is
4 Mr. Zan Mitrov?

5 A. Who -- what do you mean who is he? Was
6 he -- I considered him like, you know, I knew him
7 before. I had represented him years ago. I knew him
8 during and then when he picked up a new case, I
9 represented him again. So he was a client in a I
10 guess a roundabout, he was, I don't want to say
11 friend, I never went out with him, but we had mutual
12 friends in common.

13 Q. Thank you. But at some point you have had
14 an attorney-client relationship with Mr. Mitrov; is
15 that right?

16 A. That's correct. Once I want to say about
17 ten years ago where he was charged with stealing
18 something, some big heavy, heavy equipment out of a
19 gold mine, and then -- then on this one where he was
20 charged with stealing and doing and having meth,
21 possessing meth and consuming methamphetamine on a
22 vehicle, I represented him again. So that would be
23 twice I represented him in over probably ten years.

24 Q. Okay. And you testified that you were
25 actively practicing law in the state of Nevada in

1 2019 and 2020; is that right?

2 A. Yes, sir.

3 Q. Now, in 2019 or 2020 were you ever -- were
4 you ever in an attorney-client relationship with
5 Mr. Mitrov?

6 A. I believe that that's around the time that
7 he picked up the new charges, yes, sir.

8 Q. Okay. Do you recall approximately when
9 Mr. Mitrov had retained you again as his attorney?

10 A. No, sir. And I apologize for dates. I
11 mean, COVID, the whole year last year threw me off on
12 dates, so I apologize. I'm not trying to be evasive
13 on dates, but I've lost track of time for the last
14 year or two because of everything that happened last
15 year. So I don't specifically know when I was
16 retained on his case recently, whether it was '18 or
17 '19 or '20. I would agree with you that I did
18 represent him.

19 Q. Okay. And showing you what's been -- one
20 second. Showing you what's been previously admitted
21 as Exhibit 22, give me one moment to share my screen.
22 Mr. Leventhal, do you recognize this document?

23 A. Yes, sir.

24 Q. Is this your letterhead up at the top?

25 A. Yes.

1 Q. And is this your signature right here?

2 A. Yes, sir.

3 Q. It looks like this was dated July 29, 2020;
4 is that correct?

5 A. Yes, sir.

6 Q. And was this your response to the State
7 Bar's letter of investigation pertaining to the
8 grievance submitted by Mr. Mitrov?

9 A. It appears to be, yes, sir.

10 Q. Thank you. Now, I'm going to be
11 highlighting a portion of my screen briefly. The
12 first paragraph, do you see the highlighted portion
13 on my screen, Mr. Leventhal?

14 A. Yes, sir, I do.

15 Q. Could you read that to yourself quietly and
16 let me know when you're finished?

17 A. Yes, sir. I'm done.

18 Q. Thank you.

19 A. I apologize, it says eight. I've known him
20 for eight years. I was off by two years. I said
21 ten, so I apologize.

22 Q. That's not a problem. But as far as when
23 the attorney-client relationship between you and
24 Mr. Mitrov began again, did that help refresh your
25 recollection as to when that attorney-client

1 relationship started over?
2 A. Yeah, it was July 17, 2019.
3 Q. Okay. And do you know approximately how
4 long you were Mr. Mitrov's attorney for those
5 matters?
6 A. No, sir, I don't.
7 Q. And do you recall how many cases Mr. Mitrov
8 retained you on?
9 A. Specifically, no, because he had -- what
10 happened on this case, if I remember correctly, is he
11 had, he had purchased a stolen vehicle from a female
12 who the Metropolitan Police Department did not know
13 whether or not she had committed suicide or she was
14 killed. She basically fell off of the Turnberry
15 Towers.
16 And so he purchased her vehicle, which was a
17 \$150,000 BMW, he bought it for like \$5,000. When
18 they went to go investigate, they got it back. He
19 then repurchased it again from the same people,
20 knowing it was stolen. And then when they went to go
21 pick him up on the second time, they also found
22 methamphetamine on him, and he was driving with
23 methamphetamine on him.
24 So my point is is that he had the possession
25 of the stolen vehicle was one, with a number of

1 charges, but then they kicked out the DUI with
2 methamphetamine to a different ones. Ultimately I
3 don't know exactly whether they had three cases or
4 four cases in the system at that time, but I believe
5 that they all surrounded the same set of certain
6 facts.
7 But then that often happens is when the
8 district attorney charges it, because there's
9 different divisions within the D.A.'s office, i.e.,
10 there's a DUI team, there's a stolen vehicle team, so
11 just to let you know, I don't know specifically how
12 many different cases he had going at the same time as
13 I sit here. Does that answer your question, sir?
14 Q. Yes, sir.
15 A. And can I -- is it, JOE EES CO?
16 Q. GO SHOW CO.
17 A. GOSHY OKO. Sorry. Okay. GOSHY OKO.
18 Q. Not a problem, sir. Now, let's see, do you
19 recall -- give me one second. So I'm showing you
20 what's been previously admitted as Exhibits 17 and
21 18, and I'll start with 17 first. Do you see the
22 document on my screen, Mr. Leventhal?
23 A. Yes, I do.
24 Q. Does this appear to be your header?
25 A. Yes, it is.

1 Q. And the defendant in this case is Zhan
2 Mitrov, correct?
3 A. Yes, sir.
4 Q. And does this appear to be a motion to
5 withdraw as attorney of record?
6 A. Yes, sir.
7 Q. And this is for case 19F10566X; is that
8 right?
9 A. That's correct.
10 Q. And is this -- does this appear to be your
11 electronic signature at the bottom of page one?
12 A. Yes, sir.
13 Q. And do you recall to the best of your
14 ability having you or your staff file this with the
15 Justice Court?
16 A. Yes, sir.
17 Q. Thank you. I'm showing you what's been
18 previously admitted as Exhibit 14. Do you recognize
19 this document, Mr. Leventhal?
20 A. Yes. That's the Register of Actions in the
21 felony case for possession of drugs, two counts of
22 possession of drugs, as well as a trafficking in a --
23 in drugs. That's a midlevel trafficking, a 4 to 14
24 grams, and it's a felony.
25 Q. Okay. And this -- and was this the case

1 that you had filed a motion to withdraw on, the one I
2 previously showed you marked as Exhibit 17?
3 A. I have no reason to doubt you. If the case
4 numbers are the case numbers, then yes.
5 Q. And just to briefly verify, showing you
6 what's been previously admitted as Exhibit 17, it
7 looks like the case number is 19F10566, and then
8 previously admitted Exhibit 14, 19F10566X, does that
9 appear to correlate with the motion to withdraw?
10 A. Yes, sir.
11 Q. I'm scrolling down to June 17 of 2020 when
12 that motion was filed in that case. Is that a
13 correct statement that the motion was, in fact, filed
14 on June 17, 2020?
15 A. That's correct, sir.
16 Q. And --
17 A. It was after the judgment was already
18 entered.
19 Q. Okay. And do you recall if that motion to
20 withdraw was granted or denied?
21 A. I believe it was granted.
22 Q. Okay.
23 A. The case -- the case was already finished.
24 If you look up, four lines up it says judgment of
25 conviction, judgment entered on 2-11-2020, judgment

1 entered. That case was already negotiated and
2 finished, so all he had to do was do some, some,
3 either some classes or pay a fine of some sort.
4 Q. Okay. And it does appear on June 22, 2020
5 that that motion was, in fact, granted; is that
6 right?
7 A. That's correct.
8 Q. Okay. So would you agree with me that from
9 about July 17, 2019 through June 22, 2020 that you
10 were in an attorney-client relationship with
11 Mr. Mitrov?
12 A. Correct.
13 Q. Thank you. Now, Mr. Leventhal, for these
14 cases was a retainer agreement executed?
15 A. Was one submitted? I usually get a retainer
16 agreement. I don't know if one was submitted. I
17 don't have any independent knowledge of that right
18 now.
19 Was one submitted?
20 MR. CLARK: I don't think so.
21 BY MR. GOSIOCO:
22 Q. Thank you. Now, turning your attention to
23 your Exhibit D, that would be Bates stamp, I'm going
24 to say 85. Exhibit D starts on Bates stamp -- it
25 doesn't look like it's Bates stamped, but I'm looking

1 at page 84 of 92 in the exhibits that were previously
2 disseminated prior to the commencement of the formal
3 hearing.
4 MR. CLARK: Counsel, I'm not sure what
5 you're referring to. I apologize that the exhibit
6 was not Bates stamped. I thought it was Bates
7 stamped.
8 MR. GOSIOCO: That's not a problem,
9 Mr. Clark. So earlier you had emailed us, along with
10 the panel members, a PDF with your exhibits to the
11 formal hearing, and that contained 92 pages. And I
12 went to page 84. That's started with Exhibit D.
13 MR. CLARK: He has Exhibit D here.
14 MR. GOSIOCO: Okay. Thank you.
15 BY MR. GOSIOCO:
16 Q. Now, I'm scrolling down to the first page of
17 Exhibit D. Mr. Leventhal, do you recognize this
18 document?
19 A. No, sir.
20 Q. It's titled Affidavit of Zan Mitrov. You
21 don't recognize this document?
22 A. No, sir. I had nothing to do with this.
23 Q. Okay. Was this -- at any point during the
24 disciplinary proceedings, did you submit this
25 affidavit, or your counsel submit this affidavit to

1 the State Bar?
2 A. I don't know. It's here. Produced it. I
3 don't know.
4 MR. CLARK: It was part of our motion for
5 summary judgment.
6 BY MR. GOSIOCO:
7 Q. Thank you. I'll scroll down to page -- it
8 looks like Exhibit E, page 88. Let me see. No, I
9 apologize. Exhibit F, page 91. Scrolling down to
10 page 82. Do you recognize this document,
11 Mr. Leventhal?
12 A. This email?
13 Q. Yes, sir.
14 A. From Mr. Mitrov I guess to Miss Watson? I
15 was shown it.
16 Q. Okay. And have you had the chance to review
17 its contents?
18 A. I did.
19 Q. And I just want to point your attention to
20 the -- actually, one second. Turning your attention
21 to what's been previously admitted as Exhibit 22, we
22 discussed this briefly, but this is your letterhead,
23 correct?
24 A. Yes, sir.
25 Q. And this was your response to the State

1 Bar's letter of investigation pertaining to
2 Mr. Mitrov's grievance?
3 A. Yes, sir.
4 Q. And that is your signature at the bottom,
5 correct?
6 A. Yes, sir.
7 Q. Thank you. I'd like to turn your attention
8 to the first paragraph, the second page, and I'm
9 highlighting that portion on my screen. Can you see
10 that portion, Mr. Leventhal?
11 A. Yes, sir.
12 Q. Could you read that quietly to yourself, let
13 me know when you're done?
14 A. Yes, sir, I'm done.
15 Q. Okay. Now, at any point during your
16 representation of Mr. Mitrov between July 17, 2019
17 through September, or through, excuse me, June 22,
18 2020, were you ever in possession of one or more of
19 Mr. Mitrov's vehicles?
20 MR. CLARK: Objection. Compound.
21 BY MR. GOSIOCO:
22 Q. Let me rephrase. Did you ever have
23 possession of any of Mr. Mitrov's vehicles?
24 A. Yes, sir. I don't know the dates, but, yes,
25 I did.

1 Q. Okay. Do you recall how many vehicles you
2 borrowed from Mr. Mitrov?
3 A. Just one.
4 Q. And what kind of a vehicle was that?
5 A. That was the Viper.
6 Q. Okay. And so did Mr. Mitrov allow you to
7 borrow that car?
8 A. Yes, sir. My car broke down, and I needed
9 to get up to Pahrump to go to a jail visit, and
10 Mr. Mitrov was around. He said, Why don't know you
11 borrow one of my cars. And I said, Yeah, thanks,
12 okay, and so I borrowed it.
13 Q. Okay. And approximately, if you recall, how
14 long did you -- were you in possession of the Viper?
15 A. Actual possession was no more than a day or
16 two because it -- when I got back, I parked it, and I
17 live in the Las Vegas Country Club, it was on the
18 street. When I went to go start it back up, it
19 didn't start, so I had a buddy of mine who's a
20 mechanic come over and tow it over to his shop to fix
21 it, and it was over at his shop. So actually in my
22 possession it was two days.
23 Q. Okay. And do you recall approximately when
24 you first had possession of the Viper?
25 A. No, sir, I don't.

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1 Q. Do you believe it was approximately 2019 or
2 2020?
3 A. Again, I don't know.
4 Q. Okay.
5 A. I apologize.
6 Q. Not a problem. You had mentioned you had
7 actual possession of the Viper for about one day or
8 so. Do you recall how long you had constructive
9 possession of the Viper?
10 MR. CLARK: Objection. Vague, calls for
11 legal conclusion, lacks foundation.
12 CHAIRMAN EDWARDS: Sustained.
13 BY MR. GOSIOCO:
14 Q. Okay. Let me rephrase. Did Mr. Mitrov ever
15 ask to pick up the Viper?
16 A. Yes, he did.
17 Q. Okay. And how many times did Mr. Mitrov ask
18 to pick up the Viper?
19 A. I don't have that information. I don't
20 know.
21 Q. Okay. To the best of your recollection, I
22 guess how long between the time you had possession of
23 the Viper to the time Mr. Mitrov was able to pick up
24 the vehicle, do you approximately know how long the
25 timeframe that was?

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1 A. I don't. I apologize. I really -- I don't.
2 Q. That's not a problem. And showing you
3 what's been previously admitted as your Exhibit F,
4 the email that I was referring to earlier, you had
5 stated that you did have a chance to review that; is
6 that right?
7 A. I did, yeah, I did see that.
8 Q. Okay. And I'm highlighting a portion of
9 that email from Mr. Mitrov, the bottom. Do you see
10 that portion highlighted on my screen, Mr. Leventhal?
11 A. Yes. He stated that -- what does he say?
12 "I have nothing else to seek from Mr. Leventhal. He
13 gave me my vehicle within 48 hours as I asked also he
14 gave me money to cover my rental cost from June 5th
15 to June 30th."
16 Q. Okay. And you previously testified that you
17 filed a motion to withdraw from Mr. Mitrov's case on
18 June 17, 2020; is that right?
19 A. That's correct.
20 Q. Now, there's some reference to a rental
21 cost. Do you know what that's in reference to?
22 A. No.
23 Q. Okay. So is it your testimony that you
24 never gave Mr. Mitrov money to cover Mr. Mitrov's
25 rental car from June 5 to June 30, 2020?

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1 A. Yeah, I'm not going to lie to you. No, I
2 never gave him any money for a rental car. I never
3 knew that he suggested that he had a rental car. He
4 has multiple cars. He owns like a car lot with a
5 bunch of cars. He has two Escalades there now.
6 I mean, I never knew that he even suggested
7 to the State Bar that I gave him money. That's a
8 lie. I never gave him money for a rental car because
9 I never knew that he said that he needed to rent a
10 car. So, no, that's not true.
11 Q. Thank you, Mr. Leventhal.
12 A. Thank you.
13 MR. GOSIOCO: And, Mr. Chairman, I'll pass
14 the witness for now.
15 CHAIRMAN EDWARDS: The respondent?
16 MR. CLARK: Okay.
17 CHAIRMAN EDWARDS: Can the State Bar take
18 the screen share off please.
19 MR. CLARK: Actually, Mr. Gosioco, if I can
20 beg the State Bar's indulgence. If yours are up on
21 my exhibits, than using mine than me having to
22 finagle them up there, is it acceptable that we, that
23 we keep them up there with your assistance?
24 MR. GOSIOCO: Absolutely, Mr. Clark.
25 MR. CLARK: Okay. Because otherwise we'll

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1 be here a long, long time.

2 CROSS-EXAMINATION

3 BY MR. CLARK:

4 Q. Let me go to Exhibit D, as in "David," page
5 one of two, and then towards the bottom.

6 Mr. Leventhal, directing your attention to paragraph
7 four at the bottom there where it states, I operate a
8 freight shipping broker business. In the past, I
9 have owned and operated an automobile body shop. I
10 also buy and sell (sic) vintage cars. Is that your
11 understanding of what Mr. Mitrov does?

12 A. Yes.

13 Q. Okay. The next page, paragraph five, it
14 states, "I let Mr. Leventhal use a Dodge Viper as a
15 favor, not as payment or collateral for payment of
16 fees. After Mr. Leventhal withdrew as my counsel, I
17 picked up the Viper at the repair shop that
18 Mr. Leventhal had it towed to for repairs. I did not
19 pay him for its return." Do you agree with that
20 statement?

21 A. Yes, I do.

22 Q. So there was no discussion with Mr. Mitrov,
23 you never said to him, I'll take the Viper or use the
24 Viper for fees?

25 A. No, I never did.

1 Q. When it was towed to the repair shop, do you
2 know whether or not -- do you know whether or not
3 Mr. Mitrov was prevented from going to the repair
4 shop and picking it up?

5 A. He was not.

6 Q. Do you know, and you may not, whether or not
7 the repair shop had some sort of like garage lien on
8 it?

9 A. No, they did not.

10 Q. Okay. Did you assert any lien on it?

11 A. No, sir, I did nothing.

12 Q. Okay. The complaint also talks about a
13 Maserati. Do you recall that in the complaint, the
14 State Bar complaint?

15 A. I recall it, yes.

16 Q. Going to paragraph six there, "As for the
17 Maserati mentioned in the State Bar complaint,
18 Mr. Leventhal never took the vehicle to California,
19 never received title to it from my nor drove to my
20 knowledge. In fact, I had considered giving it to
21 him outright before he indicated to me he needed
22 money for restitution. I did not pay him for its
23 return as alleged in paragraph 31 of the State Bar
24 complaint." My question to you is what were your
25 dealings with Mr. Mitrov regarding the Maserati?

1 A. None. I saw it. I never sat in it. I
2 never drove it. I didn't want it. It was news to me
3 that he indicated that he was going to give it to me.
4 I wouldn't have taken it. I didn't want his
5 Maserati.

6 Q. Did you ever ask for title to it?

7 A. No.

8 Q. Did you ever say you wanted to give it to
9 your wife?

10 A. My wife drives a little Fiat. She wouldn't
11 even know how to drive a Maserati.

12 Q. Okay. We can move on to Sosa-Avila. Might
13 as well stick with our exhibits. Let's scroll up to
14 Exhibit C, as in "Clark." I'll show you what's been
15 admitted as Exhibit C. Do you recognize this?

16 A. Do I?

17 Q. Yes.

18 A. It looks -- yes. This is the portion of the
19 interview between Detective Haynes and Miss Sosa.
20 It's what's called a Voluntary Statement. Miss Sosa
21 was arrested on this, and then was questioned at the,
22 down at the Metropolitan Police Department.

23 Q. Do you know if this was part of the
24 discovery?

25 A. I don't know if this was part of the first

1 pack, because sometimes I get an initial pack of
2 discovery and then this might have come in
3 afterwards. So it is part of the discovery, I just
4 don't know when I got it, when I received it. But it
5 was part of her case. This was an event number, so
6 they hadn't generated a district, a district case
7 yet, so this would be the event number, 191299999832.

8 Q. Let me direct your attention to Bates stamp
9 Leventhal 112.

10 A. Okay.

11 Q. Counsel, I thank you for manipulating the
12 exhibit. I appreciate that.

13 A little farther down at the bottom half of
14 the page. Okay, do you see about almost halfway up
15 where there's a question, What about the (sic) --
16 what about that?

17 A. Yes.

18 Q. It says "what about that, uh, Louis Vuitton
19 purse? Where'd that one come from?" Do you see
20 that?

21 A. Yes, sir.

22 Q. Does that -- did that -- did you read that?
23 Do you recall reading that?

24 A. Yes, sir, I did.

25 Q. And did that add to your belief that the

1 Louis Vuitton purse you had may have been stolen?
2 A. Yes, sir, it did.
3 Q. And she answers as, "Well the purse."
4 "Question: The one you were selling
5 today?
6 "Answer: Uh, it was a wallet."
7 You referred to earlier the fact that
8 Miss Sosa was caught trying to sell a Louis Vuitton
9 purse?
10 A. Yes, sir.
11 Q. Is that consistent with this?
12 A. Yes, sir.
13 Q. And then the final answer she was, "Uh, that
14 honestly, I don't know, but it was just there in my
15 car."
16 "Question: It was there?"
17 Answer: It was -- "and I was told to get
18 rid of it."
19 A. Yes, sir.
20 Q. You testified earlier that she had that
21 story about the Louis Vuitton purse?
22 A. Yes, sir.
23 Q. Okay. And when you spoke to her and told
24 her that it appeared the Louis Vuitton purse that you
25 had that she had given you was stolen, did she

1 disagree with you?
2 A. No, sir, she did not.
3 Q. And, in fact, going to Leventhal page 114,
4 right there at the top there it appears to be some
5 sort of screen catch. "Samantha - Louis Vuitton
6 wallet." Do you see that?
7 A. Yes, sir.
8 Q. And that was also something you reviewed in
9 the discovery?
10 A. I did.
11 Q. Let me go to Leventhal 115. In your review
12 of this discovery, are you familiar with a reference
13 to a person named "Shorty"?
14 A. Yes, sir.
15 Q. What is your familiarity with that?
16 A. Shorty is the person that Miss Sosa claimed
17 that she got the credit cards from. In the beginning
18 of the statement, if I remember correctly, she was
19 scared to even talk to the police because of Shorty.
20 Her husband told the officer, or, yeah, her
21 husband told the officer that she was not going to be
22 talking to him, they were -- because they were in
23 conspiracy with Shorty to steal things in the valley
24 and then sell them.
25 Q. And Leventhal 115 towards the bottom.

1 "Question: So -- so he told you that he
2 burglarized the car. What did he say?
3 "Answer: It came up on these."
4 And then question at the very bottom,
5 "okay, and then what? And then he handed -- handed
6 you those cards?"
7 And then top of page 116, "And then he said
8 if you guys need to, you guys can go ahead and, you
9 know, go." Do you see that?
10 A. Yes.
11 Q. Is that referencing to what her story was
12 about coming into possession of the cards?
13 A. Yes.
14 Q. Let me draw your attention to Leventhal 120.
15 A. Yes, sir.
16 Q. The first question at the top.
17 "Question: The neighbors watched him
18 break into somebody else's car right outside of the
19 house after you guys got evicted.
20 "Answer: No way.
21 "Question: Yeah. The -- the one of the
22 Realtors' cars. They filed a police report. And
23 then." Do you see where I'm reading along?
24 A. Yes, sir.
25 Q. Two lines down, a question from the

1 detective, "Well then there was a couple complaints
2 'cause they were stolen from the house.
3 "Answer: Like he went way before then.
4 What?
5 "Question: Yeah. It's not my case
6 though. I'm just curious about it. That's all."
7 Did you have any understanding that there
8 were other investigations that may have implicated
9 Amalia Sosa-Avila?
10 A. Yes, there were multiple investigations.
11 Q. And page 121, Leventhal.
12 A. Yes, sir, I'm there.
13 Q. Just at about the middle.
14 "Question: So -- all right. Well this
15 is how -- this is what it looks like right now. I
16 mean, you -- you just told me too like this Shorty
17 dude, I mean, he told you he came up on some..."
18 And she goes, "Answer: Sporty."
19 He goes, "Question: Sporty, sorry. He came
20 up on some stuff.
21 "Answer: After.
22 "Question: And then he gave it to you.
23 I mean, so you're tellin' me you received stolen
24 property from this dude knowing full well he stole
25 it?"

1 Answer: No, I found out afterwards.
2 Do you know whether or not that -- did you
3 discuss that exchange with your client specifically?
4 A. I don't believe I did. I don't know if I
5 did. I don't know if we got into the meat and into
6 the weeds of this Voluntary Statement.
7 But it was after I read this Voluntary
8 Statement that I knew that -- that's when I went back
9 and I looked at what was in the box, and so that's
10 when I found out, and then she came in and we had
11 that conversation. I don't know how many -- how deep
12 I got into it with her.
13 Q. Okay. And then I'm going backwards just a
14 moment, Leventhal 122.
15 A. Okay, I'm there.
16 Q. Top of the page.
17 "Question: You knew straight up that it
18 was stolen. You knew that. You just told me you
19 did, right?
20 "Answer: I was kind of hoping it wasn't,
21 I guess."
22 A. Yes.
23 Q. "Question: Right. You knew though. I
24 mean, you just told me you knew. You just explained
25 to me what it means. So you guys received stolen

1 property from some dude that apparently owes you
2 money and you went and used the stolen property to
3 make a bunch of purchases knowing it was stolen.
4 That's another felony."
5 Do you see that?
6 A. Yes.
7 Q. Did I read that correctly?
8 A. You did.
9 Q. Okay. Did that information cause you any
10 concern about the ownership of the property you had
11 as collateral?
12 A. That, along with the fact that she was
13 selling the Louis Vuitton purse and she admitted that
14 it was stolen.
15 Q. Let me go to Exhibit B, as in "Baker."
16 MR. GOSIOCO: What Bates are you on?
17 MR. CLARK: Well, I guess at the end, Bates
18 stamp 86.
19 THE WITNESS: Yes, sir I'm there.
20 BY MR. CLARK:
21 Q. Way towards the bottom with the line that
22 starts with "Offerup" about a third of the way up, or
23 a quarter way up. Do you see that? It's a long,
24 narrative block but it says "Offerup." Do you see
25 that line?

1 A. Yes, I do.
2 Q. After that, "when asked about the other
3 items purchased Sosa-Avila would not answer Detective
4 Haynes when he inquired as to where they were. She
5 repeated that simply (sic) she had simply given them
6 away." Do you see that?
7 A. Yes.
8 Q. Did that cause you concern about the
9 providence of the property you had?
10 A. Yes, sir, along with a lot of other things.
11 Q. And then the prior page, Leventhal 84.
12 A. Yes, sir.
13 Q. And top of that, that is, in fact, another
14 screen shot of the Louis Vuitton wallet, correct?
15 A. That's correct.
16 Q. And that was in the discovery you reviewed?
17 A. That's correct.
18 Q. And finally to Respondent's A.
19 A. Yes.
20 Q. Leventhal 42.
21 A. Yes, sir.
22 Q. End of -- end of the -- under the Probable
23 Cause. I think you read portions of this beforehand,
24 but toward the end it says, "Upon their exit of the
25 business." Do you see where I'm reading?

1 A. Upon --
2 Q. At the end of the first paragraph under
3 "Details for Probable Cause."
4 A. Yes.
5 Q. "They discovered their vehicle had (sic)
6 been burglarized and a number of personal items to
7 include a Home Depot credit card, a Discover Credit
8 Card, a laptop, and an Apple iPad had been taken."
9 A. Yes.
10 Q. Do you see that there's now a Discover card
11 also taken?
12 A. That's correct. If you go further down it
13 shows an extensive criminal history.
14 Q. Okay. Leventhal 48. Very, very, very, very
15 bottom. I'll read it. "Detective Haynes proceeded
16 to conduct online searches and investigations and was
17 able to find a current Facebook post by Sosa-Avila,
18 Amalia on 12/27/2019 to the personal Facebook
19 account" of, and it's a URL, "looking to sell a Louis
20 Vuitton wallet." Do you see that?
21 A. Yes, sir.
22 Q. And then again you already testified on
23 Bates stamp 51, and there appears to be a screen grab
24 of a Louis Vuitton wallet?
25 A. 51, yes, sir, there is.

1 Q. Leventhal page 53, just below the halfway
2 part. "As the interrogation went on," do you see
3 where I'm reading? It's right after "Wesly Avila
4 approximately 2,000 dollars." Do you see that part?
5 A. Yes.
6 Q. Right below that it says, "As the
7 interrogation went on," do you see where I'm reading?
8 A. Yes, sir.
9 Q. "Sosa-Avila admitted to Detective Haynes
10 that she knew the card she claimed to have received
11 from a man named Sporty was stolen."
12 A. Yes, sir.
13 Q. And this is a Home Depot card, they made a
14 claim they made -- gave away most of the purchase?
15 A. Yes, sir.
16 Q. Toward the bottom, when asked about the
17 other items purchased, "Sosa-Avila would not answer
18 Detective Haynes when he inquired as to where they
19 were. She repeated that she had simply given them
20 away."
21 A. Yes, sir.
22 Q. Were you concerned that you were one of the
23 recipients of those items that were given way?
24 A. Yes, sir.
25 Q. And then to confirm filing for Exhibit A is

1 Leventhal 57. Entry toward the bottom, "Type:
2 Miscellaneous, cellphones." Do you see that?
3 A. Yes, sir.
4 Q. Okay. And one of them she had given you was
5 an iPhone cellphone?
6 A. Correct.
7 Q. Now, with respect to Miss Sosa, she retained
8 you on February 12th -- or February 13th to quash a
9 warrant --
10 A. Correct.
11 Q. -- was your testimony earlier?
12 A. Yes.
13 Q. And you, in fact, quashed the warrant?
14 A. Yes, I did.
15 Q. And she had not paid you anything at that
16 point?
17 A. That's correct.
18 Q. But she had signed a retainer agreement you
19 testified to earlier, State Bar's 7. Show you State
20 Bar's 7.
21 A. Yes.
22 Q. And that is your retainer agreement,
23 correct?
24 A. Yes, sir.
25 Q. And at the bottom, toward the bottom.

1 A. Yes.
2 Q. Okay. Above the signature line there's a
3 boldface paragraph, and then right above that is a
4 paragraph in italicized text. Do you see that?
5 A. Yes, sir.
6 Q. Can you read that out loud?
7 A. Yes, sir. It says, "Client understands that
8 he/she has the right to seek a second opinion
9 regarding his/her attorney fees as well as any other
10 aspect in this agreement with another attorney, and
11 by signing below he/she has either in fact spoke with
12 another attorney about this retainer agreement and
13 he/she is satisfied and understands the terms or
14 Client fully understands the terms and waives his or
15 her right. In addition, Clients signature
16 constitutes informed consent."
17 Q. And below that is her signature?
18 A. That's correct.
19 Q. And you would agree that that is a written
20 retainer agreement?
21 A. It is. You asked me about that. Go ahead.
22 Q. Did she ever pay you any cash?
23 A. No.
24 Q. Did you ever have an agreement with her that
25 you would take property in lieu of payment?

1 A. No.
2 Q. Did she tell you ahead of time what she was
3 dropping off?
4 A. No.
5 Q. On April 30th it was indicated that she was
6 supposed to make a payment for a thousand dollars but
7 she brought in something -- she brought in more
8 property. At that point were you expecting her to
9 bring in property or a payment?
10 A. Payment. Again, I want to be clear, I
11 wasn't there when she came in, so I just want to make
12 that clear that it was expected that she was coming
13 in to pay.
14 Q. What was your understanding of the status of
15 the property she brought in, the ring, the iPhone,
16 and the wallet when she brought them in? What --
17 what were they supposed to be when she gave them to
18 you?
19 A. To be honest with you, I didn't even look at
20 the items that she gave me because I had -- I had --
21 I never moved them from my office. I never took them
22 home. I never even looked at them. I was told that
23 she came in and it -- there's a place that we
24 store -- I actually receive -- I actually have a lot
25 of guns in my office that I hold for clients that are

1 put on pretrial services or probation, and they
2 can't -- they can't have a gun, so they -- we store
3 then in a secure location in my office. That's all
4 that happened in this as well. So I didn't actually
5 look at it until later on down the road, I looked at
6 it, and then that's when I -- then I read the
7 discovery, that's when I linked it up.

8 Q. When you accepted those items, was it your
9 intent that she would use -- that those would be
10 payment for your services?

11 A. No.

12 Q. If she had paid you for the services, what
13 were you going to do with the items?

14 A. They were hers. Well, had I not known that
15 they were stolen, then she would have taken them
16 back.

17 Q. Okay. If she had asked for them back, would
18 you have given them to her, before you knew they were
19 stolen?

20 A. Yes.

21 Q. Okay.

22 A. But after I learned that they were stolen,
23 no.

24 Q. Okay. Yeah, let's go back to 7. You
25 pointed out on page one of the retainer agreement.

1 A. Correct.

2 Q. Towards the bottom. "Client understands
3 that all funds used as payment are derived from a
4 legal source. All payments including cash will be
5 reported to the Internal Revenue Service. All monies
6 due and owing are preferred by ways of" cash --

7 A. No, "check."

8 Q. "By check, money order, cashier's check or
9 credit card." Is that part of your agreement?

10 A. That's part of my agreement, yes. And it
11 may seem odd, it's just I guess the world I live in.

12 Q. Now, it's your testimony that the drone was
13 a gift from her and her husband?

14 A. That's correct. He was extremely thankful
15 that I did this without them having to come up with
16 money right away, because they couldn't do it.

17 Q. Let me touch briefly on State Bar's 11,
18 which was your response to the State Bar. Yeah, the
19 bottom paragraph of this page it says, "On April 30,
20 2020, Mrs. Sosa was supposed to drop off \$1,000 but
21 she instead dropped off a Louis Vuitton wallet and a
22 ring as collateral. My office continued to call
23 Mrs. Sosa about payment and she would say that she
24 was going to come in but never showed up."

25 My question to you is prior to April 30th,

1 2020, did you have an agreement with her that she
2 would, in fact, drop off the Louis Vuitton wallet and
3 ring rather than cash?

4 A. No, I wanted the cash. I mean, cash or
5 money. I mean, I get paid by that way. I didn't --
6 I don't need a Louis Vuitton wallet and a ring.

7 Q. So when she dropped it off, you had no idea
8 what she was dropping off?

9 A. I did not, no.

10 Q. In fact, you had no idea she was dropping
11 anything off because you were expecting cash?

12 A. I was, yes.

13 Q. Okay.

14 A. But it was not like it was top of my mind.
15 I mean, I have a lot of clients, and I'm in court
16 every day, so it wasn't like I was -- my staff deals
17 with that sort of thing.

18 Q. You said you gave -- you confirmed with her
19 that the items were stolen?

20 A. Correct.

21 Q. You confirmed with her that you were going
22 to turn them over to the police?

23 A. Correct.

24 Q. You turned them over anonymously?

25 A. I did.

1 Q. Why anonymously?

2 A. Like I said before, I've done that before
3 where I've got to keep my client's confidentiality,
4 so no names are given and it's anonymous. So, you
5 know, it's still to this day is anonymous so they
6 can't link her into it. But yet if somebody looks at
7 it and then looks at a report, then hopefully it will
8 go back to its rightful owner.

9 And, again, I've done that. I received a
10 painting as a gift. I did that. The guy was very
11 happy. So that's what I do. That's my policy is to
12 do that, and it saves my client and it gets the stuff
13 back to its rightful owner. That's what I would
14 teach my kids. I think that's the right thing to do.

15 Q. I believe -- hang on. As I'm reading
16 through the complaint, I just want to reiterate that
17 you never took the property in lieu of monetary
18 payment; is that correct?

19 A. That's correct.

20 MR. CLARK: I'll pass the witness.

21 CHAIRMAN EDWARDS: The State Bar?

22 MR. GOSIOCO: Mr. Chairman, could I request
23 a brief five- to ten-minute recess to get some more
24 water and use the rest room?

25 CHAIRMAN EDWARDS: Certainly. Be back in

1 five please.

2 MR. GOSIOCO: Thank you.

3 (A recess was taken.)

4 CHAIRMAN EDWARDS: We are back on the
5 record. State Bar, your witness.

6 REDIRECT EXAMINATION

7 BY MR. GOSIOCO:

8 Q. Just briefly. Mr. Leventhal, throughout the
9 course of these proceedings and the underlying
10 grievance, did you have a chance to correspond with
11 Louise Watson, an investigator with our office?

12 A. Orally? I mean, on the phone? I don't know
13 if I've ever spoken to her. I know I never met her.
14 I think communications were either email and that's
15 it. She did -- I believe she contacted -- she might
16 have contacted me once and indicate that she had
17 looked up at least Zan Mitrov's criminal hearings,
18 and then she -- there was a question to me regarding,
19 because I had written in my response that he was
20 charged with possession of a stolen vehicle and other
21 things, but when she looked it up, it wasn't there.

22 So I have -- I sent her a copy of the
23 discovery. I don't believe if I spoke to her or it
24 was just done by email. Does that answer your
25 questions? I'm not sure what you're getting at or

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1 what specifically would I have spoken to her about.

2 Q. Yes. I just wanted to know if, aside from
3 the written responses you provided to the State Bar's
4 letters of investigation, if you had any opportunity,
5 aside from those responses, to speak with
6 Miss Watson?

7 A. Again, I don't believe -- I don't know if I
8 ever spoke to her. And outside of the initial back
9 and forth with the complaint and my answer, the only
10 other thing that I can remember in speaking to her is
11 I was helping her out with her investigation
12 specifically with what Mr. Mitrov was being charged
13 with.

14 MR. GOSIOCO: Thank you. No further
15 questions from the State Bar for now.

16 CHAIRMAN EDWARDS: Okay. State Bar, do you
17 have another witness?

18 MR. GOSIOCO: Yes, Mr. Chairman. The State
19 Bar would like to call Miss Louise Watson to the stand.

20 CHAIRMAN EDWARDS: Can we please swear in
21 the witness.
22 Thereupon--

LOUISE WATSON

24 was called as a witness by the Complainant, and
25 having been first duly sworn, testified as follows:

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1 MR. GOSIOCO: May I proceed, Mr. Chairman?

2 CHAIRMAN EDWARDS: Yes, please.

3 MR. GOSIOCO: Thank you, sir.

4 DIRECT EXAMINATION

5 BY MR. GOSIOCO:

6 Q. Good morning, Miss Watson. How are you
7 doing?

8 A. Good.

9 Q. Now, Miss Watson, how are you employed?

10 A. I'm a paralegal investigator with the Office
11 of Bar Counsel.

12 Q. And how long have you been employed in that
13 capacity?

14 A. In that role, about 11 years.

15 Q. And, Miss Watson, are you familiar with the
16 underlying grievances that brought us here today?

17 A. Yes.

18 Q. And it looks like there are two underlying
19 cases: One regarding Miss Amalia -- from Miss Amalia
20 Sosa-Avila and Mr. Zan Mitrov. Were you assigned to
21 those cases?

22 A. Yes.

23 Q. And it looks like as to Miss Sosa-Avila
24 there was a grievance submitted by her regarding
25 Mr. Todd Leventhal on June 28, 2020; is that correct?

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1 A. Yes.

2 Q. And as to Mr. Mitrov, it looks like he
3 submitted a grievance against Mr. Leventhal on
4 June 24th, 2020; is that right?

5 A. Yes.

6 Q. Thank you. And did you have a chance to
7 review those grievances?

8 A. I did.

9 Q. Thank you. Now, Miss Watson, could you
10 describe for me the steps you take once you receive a
11 grievance?

12 A. Typically we review the grievance to get a
13 kind of idea of what the issues are. We will then
14 send that to the respondent attorney with a letter of
15 investigation asking for a response, and if we want
16 them to address any specific issues, provide any
17 specific documents related to the grievance, we will
18 ask them in the letter of investigation.

19 Q. Thank you, Miss Watson. And, let's see,
20 pertaining to the grievance of Miss Sosa-Avila, did
21 you send a letter of investigation regarding
22 Miss Sosa-Avila's grievance to Mr. Leventhal?

23 A. I did.

24 Q. Okay. I'm showing you what's been
25 previously admitted as Exhibit 10. Let me share my

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1 screen. Miss Watson, do you recognize this document?
2 A. That is the letter I sent, yes.
3 Q. Okay. And is that your electronic signature
4 at the bottom?
5 A. Yes.
6 Q. It looks like this letter was dated July 29,
7 2020; is that right?
8 A. Correct.
9 Q. Now, Miss Watson, you had stated that when
10 you send a letter of investigation to a respondent,
11 you typically ask them to respond to your letter; is
12 that right?
13 A. Yes.
14 Q. And in this letter dated July 29, 2020
15 regarding Miss Sosa-Avila's grievance, what type of
16 information did you ask Mr. Leventhal to provide?
17 A. To respond generally to the grievance
18 allegations that Miss Avila had raised. I believe I
19 had requested a copy of his retainer agreement, and
20 explanation or an accounting of the fees or
21 merchandise that she may have given him, and I think
22 there was a motion to withdraw that I had requested
23 as well.
24 Q. Thank you. Now, did -- regarding this
25 letter of investigation, did Mr. Leventhal in fact

1 provide a response to your letter of investigation?
2 A. He did.
3 Q. I'm showing you what's been previously
4 admitted as Exhibit 11. Miss Watson, do you
5 recognize this document?
6 A. Yes. That's Mr. Leventhal's response.
7 Q. Okay. And this was the response, just to
8 clarify, this was the response pertaining to
9 Miss Sosa-Avila's grievance; is that right?
10 A. Correct.
11 Q. Okay. And you had testified that you had
12 asked him to provide a copy of the retainer or, you
13 know, fee agreement. Did Mr. Leventhal, in fact,
14 provide a copy of the retainer?
15 A. He did.
16 Q. Okay. And did he explain the nature of the
17 fee agreement between Miss Sosa-Avila and himself?
18 A. Well, I believe there were -- there were two
19 cases. The one that the retainer agreement is in
20 relation to, I think it was a \$6,000 total fee with
21 \$3,000 -- or half down and payments thereafter.
22 Q. Okay. Now, in Mr. Leventhal's response, did
23 he at any point describe how Miss Sosa-Avila would be
24 paying for the \$6,000 in the retainer agreement.
25 A. I believe he mentioned that she didn't have

1 cash available, so he agreed to accept merchandise as
2 a collateral until she could come up with cash to pay
3 him.
4 Q. Thank you. Now, did Mr. Leventhal, in his
5 response, at any point mention whether
6 Miss Sosa-Avila did, in fact, drop off items for
7 collateral?
8 A. I believe there was a drone, and a -- I
9 think it was an iPhone in around February of 2020,
10 and then I think sometime later she gave him a
11 wallet, a Louis Vuitton, if I'm saying that
12 correctly, wallet and some kind of ring.
13 Q. Thank you. Now, turning your attention to
14 grievance with Mr. Mitrov, did you send Mr. Leventhal
15 a letter of investigation pertaining to Mr. Mitrov's
16 grievance?
17 A. I did.
18 Q. Okay. And showing you what's been
19 previously admitted as Exhibit 21, Miss Watson, do
20 you recognize this document?
21 A. Yes. That is the letter of investigation I
22 sent him on the Mitrov case.
23 Q. And is this your electronic signature at the
24 bottom of the page?
25 A. Yes.

1 Q. Okay. Now, Miss Watson, it looks like
2 you -- so you did send Mr. Leventhal a letter of
3 investigation. What type of information did you ask
4 Mr. Leventhal to provide in his response?
5 A. I believe, again, it was the retainer
6 agreement, an accounting of the fees that he had
7 received from Mr. Mitrov both for representation, and
8 there was a mention of a restitution owed to a victim
9 of some sort; and then Mr. Mitrov had also made
10 allegations that he had let Mr. Leventhal drive a
11 Viper, and I had asked him the status of returning
12 the vehicle.
13 Q. Okay. Now, did Mr. Leventhal submit a
14 response to your letter of investigation pertaining
15 to Mr. Mitrov's grievance?
16 A. He did.
17 Q. I'm showing you what's been previously
18 marked and admitted as Exhibit 22. Miss Watson, do
19 you recognize this document?
20 A. Yes. That is Mr. Leventhal's response to
21 Mr. Mitrov's grievance.
22 Q. Okay. Now, you had testified that you asked
23 Mr. Mitrov -- I'm sorry, I apologize, Mr. Leventhal
24 to provide a copy of the retainer agreement
25 pertaining to Mr. Mitrov. Did Mr. Leventhal provide

1 a retainer agreement for Mr. Mitrov?

2 A. You know, I don't recall off the top of my
3 head. If it was attached to this correspondence,
4 then, yes, he did.

5 Q. Okay. And I'm briefly going to go through
6 the pages of his response. So this is page one of
7 Mr. Leventhal's response, page two, Exhibit 1,
8 Exhibit 2, Exhibit 3, and Exhibit 4.

9 A. So, no, we didn't receive a retainer
10 agreement. And it could possibly be that there
11 wasn't one.

12 Q. Okay. And to the best of your recollection,
13 Miss Watson, was that the, was that the entirety of
14 Mr. Leventhal's response to your letter of
15 investigation?

16 A. Yes.

17 Q. Okay. You had also asked -- you had
18 testified that you had asked Mr. Leventhal to provide
19 an accounting of funds received from Mr. Mitrov. Did
20 Mr. Leventhal, in fact, provide an accounting?

21 A. Well, he provided and explanation of the
22 funds that he had received from Mr. Mitrov.

23 Q. Okay. Miss Watson, you had also testified
24 that you had asked Mr. Leventhal regarding the status
25 of returning the Viper to Mr. Mitrov; is that

1 correct?

2 A. Correct.

3 Q. And in his response did Mr. Leventhal
4 mention anything about a Viper?

5 A. At the time of his response, he had returned
6 the Viper, or Mr. Mitrov had I believe picked it up
7 from a mechanic's shop at that point, but Mr. Mitrov
8 did have the vehicle at the time of Mr. Leventhal's
9 response.

10 Q. Okay. Now, to the best of your knowledge I
11 guess let me ask, why did you ask Mr. Leventhal about
12 the status of the Viper?

13 A. Because it was --

14 MR. CLARK: Mr. Chairman, I'm going to
15 object at this point in the case. The question calls
16 for inadmissible hearsay by Mr. Mitrov.

17 CHAIRMAN EDWARDS: Sustained.

18 MR. GOSIOCO: I'll move on.

19 BY MR. GOSIOCO:

20 Q. And do you recall when that grievance was
21 submitted by Mr. Mitrov?

22 A. I believe it was the end of June of 2020.

23 Q. Okay. And do you recall when Mr. Leventhal
24 provided a response to your letter of investigation?

25 A. I think it was sometime in early August.

1 Q. Okay. You had testified that at the time of
2 Mr. Leventhal's response, he no longer had possession
3 of the Viper?

4 A. Correct.

5 Q. Okay. And Mr. Leventhal had stated that at
6 that point Mr. Mitrov has picked up his Viper at the
7 time of Mr. Leventhal's response?

8 A. Correct.

9 MR. GOSIOCO: I'll pass the witness.

10 CHAIRMAN EDWARDS: Okay. For the
11 respondent?

12 MR. CLARK: Mr. Chairman, I can -- I have --
13 I can either stay within the scope of this and then
14 reserve the right to recall her at our case in chief
15 or I could -- well, if I reserve the right to recall
16 her, would she be available?

17 THE WITNESS: I'm here all day.

18 MR. CLARK: Okay. Then I'll just stick to
19 the cross.

20 CROSS-EXAMINATION

21 BY MR. CLARK:

22 Q. Miss Watson, did you ever get an indication
23 that Mr. Mitrov wanted to withdraw his grievance?

24 A. He did withdraw his grievance I believe
25 sometime toward the end of September 2020.

1 Q. At the time that he communicated that by an
2 email, correct?

3 A. Correct.

4 Q. At the time you received that email, at what
5 stage of the State Bar's processing of this grievance
6 was it at? Where was it in the investigative
7 prosecution stage?

8 A. It was still in the investigation stage.

9 Q. This was -- I'm sorry.

10 A. As in it hadn't yet been assigned to one
11 attorney to review.

12 Q. Okay. So it hadn't been assigned to an
13 attorney and it hadn't been presented to a screening
14 panel?

15 A. Correct.

16 Q. Okay. One moment.

17 Mrs. Watson, when the grievant indicated
18 they wanted to withdraw his grievance, was it
19 withdrawn?

20 A. The notation that they want to withdraw a
21 grievance is added to the file and then any
22 investigation memo. That doesn't necessarily mean we
23 don't move forward with concluding the investigation
24 or move forward with prosecuting the file. And I
25 believe there's a Supreme Court rule that says we

1 don't have to do so.

2 Q. In the course of your investigation, did you
3 ever conclude that Mr. Leventhal had violated Rule
4 1.5, fees, by failing to have a written retainer
5 agreement with Mr. Mitrov?

6 A. As an investigator, my interpretation of the
7 rule is a written retainer agreement is not required
8 by the rule.

9 Q. Mrs. Watson, during the course of your
10 investigation and any communications with
11 Mr. Leventhal, did you form the conclusion that he
12 failed to respond to a lawful request for
13 information?

14 A. I'm sorry, you broke up. Can you --

15 Q. I apologize. In the course of your
16 investigation and your communications with
17 Mr. Leventhal, did you ever form the opinion that he
18 had failed to respond to a lawful request for
19 information from the State Bar?

20 A. No.

21 MR. CLARK: Okay. I have no further
22 questions for this witness at this time but I reserve
23 the right to recall.

24 CHAIRMAN EDWARDS: State Bar?

25 MR. GOSIOCO: No redirect.

1 CHAIRMAN EDWARDS: Okay. And I apologize to
2 the panel members, I should have done this last time
3 around when Mr. Leventhal was being examined but I
4 forgot to ask if they have questions.

5 Mr. Moore, do you have any questions for
6 Miss Watson?

7 COMMISSIONER MOORE: No. No questions.

8 CHAIRMAN EDWARDS: Mr. Lee, any questions
9 for Miss Watson?

10 COMMISSIONER LEE: The only question I have
11 is did the screening panel elect to proceed with a
12 formal hearing after it went to them?

13 THE WITNESS: I'm assuming it did because --

14 MR. CLARK: Mr. Chairman, I'm going to
15 object to the question because the panel, screening
16 panel's deliberations are non-discoverable. So if
17 there's evidence offered regarding it, I've not had a
18 chance to cross-examine that evidence or see it
19 beforehand.

20 CHAIRMAN EDWARDS: Sustained.

21 COMMISSIONER LEE: I'll withdraw the
22 question. I have no other questions then.

23 CHAIRMAN EDWARDS: Okay. Thank you,
24 Miss Watson.

25 And I guess would counsel now like me to

1 open up to the panel questions for Mr. Leventhal or
2 would you rather save that for later in the hearing?

3 MR. GOSIOCO: I prefer to open it up to
4 questioning now, Mr. Chairman.

5 CHAIRMAN EDWARDS: Mr. Clark, any objection?

6 MR. CLARK: He's passed the witness. I know
7 it's not his bailiwick to see if the panel has
8 questions. Yeah, he's here. We'll answer questions.
9 That's what he's here for, so we have no objection.

10 CHAIRMAN EDWARDS: Mr. Moore, do you have
11 any questions for Mr. Leventhal?

12 COMMISSIONER MOORE: No, sir, I don't.

13 CHAIRMAN EDWARDS: Mr. Lee, any questions
14 for Mr. Leventhal?

15 EXAMINATION

16 BY COMMISSIONER LEE:

17 Q. Yeah. First question is what's your office
18 policy related to receiving collateral from a client?

19 A. It's rare that I do it, and there is really
20 no policy. I did this because she was in my office
21 crying that she was in warrant, she needed to get out
22 of warrant because she had kids and she had a job.

23 And I rarely do this. I don't take
24 collateral. I don't take stuff. I want to get paid.
25 It never -- it's never worked out for me, so my

1 answer is as I -- there is no policy because I don't
2 do it. This was an exception, and I'm sitting here
3 as a reason as to why I won't do it every again, and
4 I won't. I mean, you know, so I have no policy, sir.

5 Q. All right. So it was this issue and then
6 the prior issue was with the painting. Was that also
7 a collateral issue?

8 A. No, sir. That was a gift to me for my
9 office. The person dropped it off because they
10 thought it would look nice in my office. When I
11 looked it up online, it showed that it was a stolen
12 painting, so I then turned it over to Metro
13 anonymously.

14 They were able to track it down, get it back
15 to the owner who told me, wrote me a nice thank you
16 and told me that it was his father's painting, he
17 brought it to Las Vegas for a show and it was stolen
18 at McCarran International Airport. And he was
19 thankful that he got it back and he sent me a
20 lithogram of the painting.

21 COMMISSIONER LEE: Mr. Clark, can you turn
22 the camera so we can see --

23 MR. CLARK: I apologize. Certainly. My
24 mistake. Sorry about that.

25 COMMISSIONER LEE: I enjoy watching you

1 drink water, but...

2 BY COMMISSIONER LEE:

3 Q. Okay. So I'm a little confused. Are you
4 disputing that you accepted this as a collateral from
5 the grievant or not?

6 A. I don't know what you mean by "accepted."
7 She brought it into my office and it was at my
8 office. When you say "accepted as collateral,"
9 she -- it was her idea to bring it, so to show me
10 that she was going to pay. That's what -- that was
11 the point to her suggesting it.

12 Q. The ultimate point was you wanted \$6,000 in
13 cash. That's fair, right, or payment?

14 A. Payment. Yeah, let's say payment. Yes.
15 Yeah, that's what I wanted for two cases, felony
16 cases.

17 Q. All right. And then she brought the,
18 basically as collateral security to show that she was
19 going to pay; is that fair?

20 A. Yes, sir.

21 Q. Okay. Then so I'm clear, the first time
22 that she brought something, it was in a box that you
23 didn't look at, right?

24 A. That's correct.

25 Q. Okay. Did your staff tell you that there

1 was a box there? You know, where was the box at?

2 A. I don't remember specifically. But, like I
3 said, we do keep for safekeeping, we do have a place
4 at my office where we keep stuff that people, for
5 example guns. I use that example because I've got
6 like 20 of them there from people who can't have
7 them, so they give them to me to store, safekeeping.

8 So when -- if they're not felons, they can
9 get them back, and if they -- if they're just on some
10 type of a pretrial or probation where they can't hold
11 them for a little bit, then I've got them there.

12 Q. Then when you had contacted Aaron Perez at
13 Metro about the stolen items, did you ever ask him to
14 provide you with like an affidavit or anything
15 related to how you turned in those items?

16 A. Mr. Clark and I spoke to him last week, two
17 weeks ago, and he was going to get us the event
18 number, but there was a special way that we have to
19 subpoena him because it has to go through Metro
20 because he took the merchandise during his course of
21 work, he indicated.

22 So we needed to subpoena, if I'm right,
23 Metropolitan, the police department, but he was going
24 to provide us with the event number, but I don't
25 believe he -- I don't believe he did.

1 Q. Okay. Even like -- did you ever ask him if
2 he wanted to appear as a witness today?

3 A. He did, but we needed to subpoena him
4 through Metropolitan Police Department because of the
5 fact this was a --

6 THE REPORTER: I'm sorry, somebody just
7 pinged. "Because of the fact?"

8 BY COMMISSIONER LEE:

9 Q. The painting issue, how did the owner know
10 that you had returned the painting if it was supposed
11 to be anonymous?

12 A. I'm sorry, what painting, sir? The one from
13 a couple years ago?

14 Q. Yeah, the lithograph or whatever.

15 A. Yeah. So what happened was was that I
16 returned -- I gave the painting over to Metro, they
17 then looked through and found out who the owner was
18 through the police report, sent it to him, and I
19 was -- I was anonymous. And then he reached out to
20 the detective at the time and asked the detective if
21 it was okay if he would send me a letter.

22 So he ended up sending -- and the detective
23 told him that I'm an attorney and I received this,
24 and so the detective gave him my -- asked me if it
25 was okay to give him my name and number, and I did

1 so. The client's name is what was confidential.

2 The -- he reached out to me to thank me, but I never
3 told him who gave me the painting, nor was I ever
4 asked, he was just happy to get it back.

5 Q. In the context of the items you returned
6 here, is it your understanding that the stolen items
7 are confidential or known to the police as to, say,
8 the Louis Vuitton wallet?

9 A. So right now I contacted -- when I gave them
10 back, I contacted Detective Aaron Perez. The reason
11 I did that was because obviously if I had contacted
12 Detective Haynes, who was in the report who spoke to
13 Miss Sosa, he would have been able to connect the
14 dots, obviously, right.

15 So I didn't contact Haynes to keep it
16 confidential, I did it through Aaron Perez, and he
17 doesn't know the connection with Haynes. So it's
18 in -- it's at Metro right now under an event number.
19 It might be in their lost and found. I don't know
20 where he put it, but there is an event number that is
21 associated with it, but it's not associated with me
22 nor with Miss Sosa so there will never be a
23 connection.

24 But if it's -- it could be connected to a
25 case because when Metro inputs their reports that you

1 looked at that we went through, there's a team there
2 just in burglaries, per se, and they'll go through
3 reports and look to see, oh, hey, we've got in --
4 over here we've got a Louis Vuitton wallet that's
5 connected to this vehicle break-in, and then they'll
6 connect it that way. They can do that. It's like
7 guns but with serial numbers, and it would be the
8 same way that they connect cases with items and
9 merchandise.

10 But the fact is that Mr. -- Detective Perez
11 never put my name or associated with my name. Just
12 like the painting, my name was not associated. The
13 gentleman who I -- we sent it back to requested my
14 name so that he could thank me. But there's no
15 connection here, so Mrs. Sosa-Avila will never be
16 connected to that merchandise.

17 MR. CLARK: Well, you don't know.

18 THE WITNESS: Well, not -- not anything that
19 I would do.

20 COMMISSIONER LEE: Mr. Clark, please don't
21 interject.

22 MR. CLARK: I apologize. I apologize for
23 that.

24 BY COMMISSIONER LEE:

25 Q. So with Exhibit 11, which is the State Bar's

1 exhibit, which is the August 13, 2020 letter that you
2 had drafted, I think the State Bar may have already
3 asked this, but did you draft this letter?

4 A. I don't -- I don't think I did because, to
5 be honest with you, I wouldn't have known the dates
6 and the times and that stuff. So, you know, I
7 reviewed it before I signed it, obviously.

8 And so I take -- I take responsibility for
9 its contents, but whether I drafted it or not, I
10 don't remember because, like I said, you know, when
11 I'm in court all day every day, it's hard for me to
12 understand and know dates and times specifically.

13 So I don't think that I, I would have
14 outlined it. I wouldn't have put in the dates and
15 times, I know that. But I take full responsibility
16 for it and its contents.

17 Q. Okay. So that's like a live signature
18 that's on page SBN Exhibit 11 page 002?

19 A. Yes, that is my signature.

20 Q. It's a live signature or is something that
21 you just --

22 A. No, that's not -- that's a -- that would be
23 a live -- that would be a live signature. My stamp
24 signature doesn't look like that.

25 Q. Do you know in your office who would have

1 drafted this if it wasn't you?

2 A. I'm trying to think who my paralegal was.
3 I've gone through a couple different paralegals back
4 then.

5 Q. That's fine if it's just a paralegal that
6 was at your office. I don't care about who the
7 actual person was.

8 A. Oh, yeah, it would have been -- in the last
9 two years I think I've gone through three or four
10 paralegals. It would have been a paralegal. And I
11 don't have one now. I'm looking for one, so it would
12 have been a paralegal that did it.

13 Q. So you understand that the point of this
14 letter was to respond to the grievance from the State
15 Bar; is that fair?

16 A. Yes, sir. Absolutely.

17 Q. And I suppose you reviewed -- well, we know
18 you reviewed it. So you wanted to make -- yeah, you
19 wanted to make sure it was as accurate as possible;
20 is that right?

21 A. Absolutely. And, again, I take full
22 responsibility for its contents. I just -- I signed
23 it. I reviewed it. I read it before I signed it.
24 So, yeah, but I do take responsibility for its
25 contents, and I did want to be as accurate as

1 possible, yes, sir.

2 Q. Okay. So when it lists, you know, the
3 acceptance of the drone as collateral and not a gift,
4 I mean, how did this happen?

5 A. My mistake. It was not part of the
6 collateral. As a matter of fact, it's the only
7 thing -- we spoke about my son's birthday. He came
8 in -- he asked, he even asked me about it afterwards,
9 you know, what did your son think about the drone.
10 It's not a -- it's a kid's drone, but he, you know,
11 he -- the guy was into drones and he, he wanted -- he
12 said he wanted my son to have one, so it was not
13 collateral.

14 Q. Okay. So, I mean, the reason why I find
15 this problematic is that, you know, it's drafted
16 August 13th, 2020. And then the sentence, the
17 sentence says that she dropped it off as collateral
18 on February 19, 2020 and then, you know, you asked
19 for more collateral. February 27, she dropped off
20 the drone and the iPhone as collateral. So it's just
21 like -- let me break my question first. You knew
22 that this letter would be used for the grievance
23 process, right?

24 A. Yes.

25 Q. And then at no point was there ever a

1 correction that, you know, it wasn't, the drone
2 wasn't collateral, it was actually a gift until let's
3 call it Mr. Clark's grievance; is that fair?

4 A. I'm sorry, I didn't hear the question, sir.

5 Q. Yeah, my question is that there was never a
6 correction from August 13, 2020 until Mr. Clark filed
7 his respondent's trial brief around May 6th -- was it
8 May 6, 2020 or May 6, 2021? I think it's probably
9 2021.

10 A. No, I had not actually gone back to review
11 it, sir. I apologize.

12 Q. And then this other issue that says here,
13 the last one, I know Bar Counsel talked about it, but
14 since the withdrawal date, so after you withdrew, is
15 it your understanding that after you withdrew, that's
16 when you started going through the discovery for the
17 grievant?

18 A. No, I -- that's -- no, I was going through
19 the discovery while I was on the case, and then I
20 withdrew after I went through the discovery. I know
21 he asked -- he asked me about that, but that doesn't
22 make sense.

23 It said something like since I withdrew, but
24 I believe that I -- I know I went through the
25 discovery before because we had that conversation.

1 We had a conversation about it. So and the
2 conversation was when I represented her.

3 Q. Why didn't you put in this letter that
4 going through the discovery there was several
5 issues that noted the stolen property, et cetera,
6 et cetera?

7 A. I don't know.

8 MR. CLARK: I'll object as vague.

9 THE WITNESS: I don't know why I -- I don't
10 know.

11 COMMISSIONER LEE: Okay. That's all the
12 questions I have. All right, thanks.

13 EXAMINATION

14 BY CHAIRMAN EDWARDS:

15 Q. I have one question. Hopefully just one
16 question. Mr. Leventhal?

17 A. Yes.

18 Q. In your retainer agreement with Miss Avila
19 Sosa, does it address the taking of collateral?

20 A. I don't believe it does.

21 CHAIRMAN EDWARDS: Okay. Nothing further.
22 All right. State Bar your --

23 COMMISSIONER MOORE: I have a question.
24 Mr. Moore here. I have a question.

25 CHAIRMAN EDWARDS: Please.

1 EXAMINATION

2 BY COMMISSIONER MOORE:

3 Q. Good morning, Mr. Leventhal. Who dropped
4 the drone off to you?

5 A. I apologize?

6 Q. Who dropped the drone off to your office?

7 A. I wasn't there, but I was told that it was
8 the -- her husband.

9 Q. Well, in these documents it says she dropped
10 it off with the iPhone. So who was it? I don't
11 understand. I mean, your --

12 A. Well --

13 Q. -- story is your story, but I'm not sure who
14 dropped the drone off to you, because in these
15 documents it says she did, and you're telling me he
16 did and how happy he was to give it to your son and
17 to thank you?

18 A. Well, I don't want to split hairs, but they
19 came in together quite a bit. And when I say he did
20 it's because it was the -- I never had a conversation
21 with her about giving my son a drone, it was him. He
22 was the one who wanted to give it to me to give to my
23 son.

24 So they came in together. So when I say he
25 did, I'm not -- I guess specifically who did it, I

1 wasn't there, and I was told that he did, but they
2 always -- they were a husband -- they always came
3 into the office together.

4 COMMISSIONER MOORE: Okay. No further.
5 Thank you.

6 CHAIRMAN EDWARDS: All right. State Bar,
7 your next witness please.

8 MR. CLARK: I have some recross, if I could
9 in response to the questions by the panel.

10 CHAIRMAN EDWARDS: Okay.

11 RECROSS-EXAMINATION

12 BY MR. CLARK:

13 Q. Okay. Mr. Leventhal, you filed a verified
14 answer in this complaint -- in this matter?

15 A. Yes.

16 Q. I've got to find it. Paragraph 9 of the
17 State Bar's complaint says, On or about February 27
18 Miss Sosa-Avila gave respondent a DJI Mavic 2 Zoom
19 wifi quadcopter drone and a 256 gigabyte iPhone 11
20 Pro Max in lieu of monetary payment to go toward the
21 retainer, and the verified answer you denied that.

22 A. That's correct. That's not true.

23 Q. We filed a motion for summary judgment in
24 this matter on December 31st, and you submitted an,
25 you submitted a declaration. Do you recall that?

1 A. Yes.
2 Q. In the pleading you state at paragraph five,
3 "I had no prior knowledge or agreement as to what
4 items she would drop off to my office. As to the
5 drone, I mentioned to Mrs. Sosa and her husband that
6 it was my son's birthday. Unsolicited they returned
7 the next day and gave the drone as a gift for him."
8 So as a December 31st of last year, that was your
9 statement, correct?
10 A. Correct.
11 Q. And that was a declaration submitted under
12 oath?
13 A. Yes.
14 Q. You were asked why you didn't elaborate on
15 the stolen items in your response to the State Bar.
16 Do you recall that question?
17 A. Yes.
18 Q. Was there a reason you were not speaking in
19 detail about the stolen items?
20 A. I -- honestly I hated just now going through
21 all this stuff. I don't judge my clients. You know,
22 I'm not here -- I understand that they're stolen.
23 People do what they do, I just didn't want to be a
24 part of it.
25 And so I wasn't going to go get into the

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1 weeds on who she is and what she's about. The point
2 was was when I found out that this was stolen and I
3 thought I did the right thing by turning them into
4 Metro. That's all that there was to it.
5 Q. You agree that this is a public hearing?
6 A. Yes.
7 Q. And that it is not public that those are the
8 items that Mrs. Sosa-Avila admitted to you she stole?
9 A. Correct.
10 MR. CLARK: No further questions.
11 CHAIRMAN EDWARDS: Okay. State Bar, your
12 next witness please.
13 MR. GOSIOCO: And, Mr. Chairman, the state
14 Bar would respectfully request a recess for lunch.
15 We've been going for about almost three hours. If
16 you would allow us to, I would like to break for
17 lunch and give us an opportunity to locate our other
18 witnesses.
19 CHAIRMAN EDWARDS: That's fair. How much
20 time would you like for lunch?
21 MR. GOSIOCO: Whatever the Chairman decides.
22 30, 45 minutes, an hour.
23 MR. CLARK: I'm sorry, was that for purposes
24 to locate his other witnesses? Does the State Bar
25 have other witnesses?

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1 MR. GOSIOCO: We have witnesses that we
2 listed in our disclosures, and we're hoping that they
3 sign onto Zoom.
4 MR. CLARK: Oh, okay.
5 CHAIRMAN EDWARDS: My preference would be a
6 30-minute lunch so we can -- I guess a little more
7 than 30 minutes be back at 12:30. Does that work for
8 everybody?
9 MR. CLARK: Yes.
10 MR. GOSIOCO: Yes, sir.
11 CHAIRMAN EDWARDS: Okay. See you then.
12 Thank you.
13 (A lunch recess was taken.)
14 CHAIRMAN EDWARDS: All right. It is 12:33.
15 We are back on the record. State Bar, your next
16 witness please.
17 MR. GOSIOCO: Thank you, Mr. Chairman. The
18 State Bar would like to call Mr. Zan Mitrov to the
19 stand.
20 MR. MITROV: Hello?
21 CHAIRMAN EDWARDS: Good morning, sir. We're
22 going to have you sworn in.
23 MR. MITROV: Okay. Do I have to put video?
24 CHAIRMAN EDWARDS: We'd prefer if you did.
25 MR. MITROV: Okay. Give me one second

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1 please. I haven't -- I haven't done that, so it's my
2 first time.
3 CHAIRMAN EDWARDS: Perfect. We can see you.
4 MR. MITROV: Okay. Good.
5 CHAIRMAN EDWARDS: Okay. Can we please
6 swear in the witness.
7 MR. MITROV: Yes. Yes, you can.
8 Thereupon--
9 ZAN MITROV
10 was called as a witness by the Complainant, and
11 having been first duly sworn, testified as follows:
12 CHAIRMAN EDWARDS: State Bar, your witness.
13 MR. GOSIOCO: Thank you, Mr. Chairman.
14 DIRECT EXAMINATION
15 BY MR. GOSIOCO:
16 Q. Good afternoon, Mr. Mitrov. How are you
17 doing, sir?
18 A. Good afternoon, sir. Doing good. How 'bout
19 you?
20 Q. I'm doing well. Thank you for asking.
21 First off, thank you so much for joining us. I know
22 this is taking time out of your day.
23 A. Yeah.
24 Q. Now, as far as my questions, Mr. Mitrov, do
25 you know an individual by the name of Todd Leventhal?

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1 A. Yes, I do.
2 Q. And how do you know Mr. Leventhal?
3 A. I know him since two thousand -- 2013.
4 Friend of mine, he was in trouble, and he was his
5 lawyer, so that's how I, that's how I met him in
6 2013.
7 Q. Okay. And at any point since 2013, did you
8 retain Mr. Leventhal as an attorney for yourself?
9 A. Yes. Yes. Back in 2019, I did have a
10 little trouble with the law, and I had a lawyer by
11 the name of Pandullo, and he did have some kind of
12 issue with, I believe he lost his license and he
13 didn't, he didn't show up at court so I got a warrant
14 issue. And I was back home, when I got back, I hired
15 Todd Leventhal be my lawyer back in July 2019.
16 Q. Okay. Now, you testified that around July
17 of 2019 you had hired Mr. Leventhal as your attorney?
18 A. Correct, yes. July 23rd to be precise.
19 Q. Okay. And do you recall when Mr. Leventhal
20 stopped being your attorney?
21 A. June, he file motion to withdraw as a
22 counsel June 22nd of 2020.
23 Q. Thank you, Mr. Mitrov. Now, turning your
24 attention to the instant matter, did you file a
25 grievance against Mr. Leventhal with the State Bar of

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1 Nevada?
2 A. Yes, I did.
3 Q. And was that -- and give me one moment. I
4 want to share my screen. And I'm showing you what's
5 been previously marked as Exhibit 12.
6 A. Okay.
7 Q. Give me one moment. Let me share my screen.
8 And, Mr. Mitrov, can you see my screen clearly?
9 A. Yes, I can. Yes.
10 Q. And is that your name up top right here
11 where I'm highlighting?
12 A. Yes, that -- uh-huh.
13 Q. And it looked like you submit this form
14 online; is that correct?
15 A. That's right.
16 Q. And did you submit it at around June 24 of
17 2020?
18 A. Yes. Yes, I did.
19 Q. And do you recall, and I'm just briefly
20 scrolling through your grievance, do you recall
21 writing all of this?
22 A. Yes, but I did that, yes.
23 Q. Okay. And so you were the one who wrote
24 this grievance and nobody else did?
25 A. Correct, yes.

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1 Q. Okay. And I'm scrolling all the way to the
2 bottom. It looks like you submitted some files as
3 well to your grievance; is that right?
4 A. Uh-huh.
5 Q. Okay. And when you submit this grievance,
6 the facts that you wrote in this section right here
7 with all this print, are all of these facts true?
8 A. Yes.
9 Q. Thank you, Mr. Mitrov. Now, you had
10 testified that you hired Mr. Leventhal as your
11 attorney around July of 2019, and Mr. Leventhal
12 withdrew as your attorney around June of 2020; is
13 that right?
14 A. That's right.
15 Q. Now, between July 2019 and June 2020, at any
16 point did you allow Mr. Leventhal to borrow one or
17 more of your cars?
18 A. Yes, I did.
19 Q. And what cars did you allow Mr. Leventhal to
20 borrow?
21 A. Well, on -- in July of 2019, I gave him my
22 Dodge Viper. And back in January of, beginning of
23 2020 I let him use a Maserati.
24 Q. Okay. And with reference to the Maserati,
25 did you personally hand over the Maserati to

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1 Mr. Leventhal?
2 A. No. Actually I was busy and I sent friend
3 of mine to take it to him.
4 Q. Okay. But to the best of your knowledge did
5 Mr. Leventhal, in fact, take that Maserati?
6 A. Yeah. He left -- he left at his office, my
7 friend. And then I sent him a gift back.
8 Q. Okay. Now, you had testified that around
9 July of 2019 you let Mr. Leventhal borrow your Dodge
10 Viper; is that correct?
11 A. That's right, yeah.
12 Q. At any point between July 2019 and
13 June 2020, did you ask to get to pick up your Viper
14 from Mr. Leventhal?
15 A. Yeah. Towards like February or March of
16 2020, yes. Yes, I did.
17 Q. Okay. Did you ask him one time or how many
18 times did you ask Mr. Leventhal to pick up your Viper
19 from him?
20 A. A couple times or maybe few -- three times.
21 MR. GOSIOCO: Okay. And, Mr. Chairman, the
22 State Bar would move to admit Exhibit 12,
23 Mr. Mitrov's grievance that's being shared on the
24 screen into evidence.
25 CHAIRMAN EDWARDS: Mr. Clark?

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MR. CLARK: No objection.

CHAIRMAN EDWARDS: Okay. Exhibit 12 is admitted.

(Thereupon Complainant's Exhibit 12 was admitted into evidence.)

MR. GOSIOCO: Thank you, Mr. Chair.

BY MR. GOSIOCO:

Q. Now, Mr. Mitrov, briefly, I did see at the bottom of this grievance you attached some documents to the State Bar; is that right?

A. Yes. Yes, I did.

Q. Okay. And I see right here it looks like you submit some text messages?

A. Uh-huh.

Q. And is that correct?

A. That's right, yes.

Q. Thank you. Now, I'm showing you what's been previously marked as Exhibit 19 of the State Bar's exhibits. Now, Mr. Mitrov, does this document look familiar to you?

A. Yeah. It brings back memories.

Q. And can you describe to me what this document shows?

A. Communication between me and Mr. Leventhal, text messages.

Q. Okay. And are these -- does this look like the documents you submitted with your grievance to the State Bar?

A. Yeah, that's right.

Q. Okay. And it looks like, let's see -- and did you alter these text messages in any way, shape or form before submitting this to the State Bar?

A. No, those are just snapshots from my cellphone, sir.

Q. Okay. So when you took these snapshots, you didn't do anything to change the contents of it, correct?

A. No, I did not, no.

Q. And these are your text messages with Mr. Leventhal?

A. Yes.

MR. GOSIOCO: Okay. At this point, Mr. Chairman, the State Bar would move to admit Exhibit 19 into evidence.

MR. CLARK: I would ask to be more foundation as to how he got them off his screen and how they were reproduced. I mean --

CHAIRMAN EDWARDS: I think he's testified --

MR. CLARK: Are they copied? Are they sent electronically?

CHAIRMAN EDWARDS: I think the testimony that he took these. These are screenshots of his text messages. So the objection is overruled and Exhibit 12, or, excuse me, Exhibit 19 will be admitted.

(Thereupon Complainant's Exhibit 19 was admitted into evidence.)

MR. GOSIOCO: Thank you, Mr. Chairman.

BY MR. GOSIOCO:

Q. Now, Mr. Mitrov, you had testified earlier that you had asked Mr. Leventhal a few times to pick up the Dodge Viper from him, correct?

A. Yes.

Q. And briefly, let me start at the very top. This looks like July 2020. It doesn't state a year. Do you recall which year this was, these text messages were from?

A. Yeah, those are in on the beginning when I hired him in 2019.

Q. Okay. So it looks like right at the top over here it says July -- Monday, July 22 at 10:22 a.m. Your testimony is that this is July 22 of 2019?

A. Yes. But the messages, yes.

Q. Thank you.

A. I did have no communication in 2020, in July.

Q. Okay. Thank you, sir.

A. You're welcome.

Q. Now, let me scroll down just a little bit. And right here, the first page of these text messages that you provided to the State Bar, and just for my own edification, this message right here that's being highlighted, do you see what I'm highlighting, Mr. Mitrov?

A. Half of it, yeah.

Q. Was that a text, your text message you sent or was that Mr. Leventhal?

A. That's mine.

Q. Okay. And so on the left-hand side of this document, is that your text message or is that Mr. Leventhal's text message?

A. Mr. Leventhal.

Q. Okay. So, correct me if I'm wrong, but all the messages on the right-hand side are yours; is that correct?

A. That's how it should be, yes.

Q. And all the messages on the left were text messages you received from Mr. Leventhal, correct?

A. Yeah.

1 Q. Thank you, sir. Let me scroll down just a
2 little bit. This looks like -- this looks like
3 Tuesday, July 23 at 9:12 a.m. Does that appear to be
4 accurate, Mr. Mitrov?
5 A. Yeah. I mean, I guess, yes.
6 Q. And right below that there's a text message
7 from Mr. Leventhal to yourself that says, "Bring car
8 to office brother." Is that right?
9 A. Uh-huh.
10 Q. And, Mr. Mitrov, if I may ask, what car
11 is -- was being referred to?
12 A. The Dodge Viper.
13 Q. Okay. And it looks like this was July 23 of
14 2019, correct?
15 A. Yes.
16 Q. Okay. Let me scroll down just a little bit
17 more, and right here, bottom of page five of
18 Exhibit 19, this looks like January 15. Is that in
19 2019 or 2020?
20 A. 2020.
21 Q. Okay. And this text message from
22 Mr. Leventhal states, "Brother. You bringing the
23 car?" Does that appear accurate, Mr. Mitrov?
24 A. Yeah. Yes.
25 Q. Now, what car was this in reference to,

1 Mr. Mitrov?
2 A. The Maserati.
3 Q. Thank you. I'm scrolling down a little bit
4 more, and is this a -- what is this a picture of,
5 Mr. Mitrov?
6 A. I can see half of it, but from my memory I
7 think that's the picture of the Maserati.
8 Q. Okay. And you had testified that you did in
9 fact allow Mr. Mitrov -- I apologize, Mr. Leventhal
10 to borrow your Maserati?
11 A. Yeah, I did. Yes.
12 Q. Thank you. Now, showing you, this looks
13 like page 9 of Exhibit 19.
14 A. Uh-huh.
15 Q. It looks like a text message from
16 February 21 at 10:38 a.m. Was that in 2019 or 2020?
17 A. 2020.
18 Q. 2020. And I'm highlighting the text message
19 right after that on February 21, 2020. Do you recall
20 sending this text message?
21 A. Yeah, I send it.
22 Q. And what exactly were you asking
23 Mr. Leventhal in that text message?
24 A. From what I can see, it's just when can I go
25 and pick up the Viper.

1 Q. Okay. And to the best of your ability do
2 you believe that this is the first time you asked
3 Mr. Leventhal to pick up the Viper?
4 A. Yes. My assumption was that when Nate took
5 the Maserati that he was going to bring the Viper
6 back.
7 Q. Okay. And --
8 A. And when he didn't -- when he didn't, then
9 that was first time after that I asked him, like,
10 when can I go and pick up the Viper.
11 Q. Thank you, Mr. Mitrov. I'm scrolling down
12 just a little bit. It looks like six days after
13 February 27. Is that also in 2020?
14 A. Yes.
15 Q. And you sent that, this message, "Brother.
16 You bringing the Viper?" to Mr. Mitrov on
17 February 2020?
18 A. I apologize. Again, sir, please.
19 Q. Yeah, no problem. So on February 27, 2020
20 it looks like you sent Mr. Leventhal a text message;
21 is that correct?
22 A. Yeah.
23 Q. And the text message says, "Brother. You
24 bringing the Viper?" Is that an accurate statement?
25 A. Yeah.

1 Q. Thank you. Scrolling down just a little bit
2 more, it looks like March 4. Is that in 2019 or
3 2020?
4 A. '20.
5 Q. 2020?
6 A. 2020, yes, sir.
7 Q. Thank you, sir. And it looks like this is
8 a -- the bottom of this, or this message looks like
9 it was cut off and it looks like this was the same
10 text messages on March 4, 2020. I'm going to
11 highlight this portion for you. Did you send this
12 text message to Mr. Leventhal on March 4, 2020?
13 A. Yes, I did.
14 Q. And that states, "Brother I need someone to
15 bring me Viper to my office I have no car I'm using
16 Lyft. I don't like it to many crazy drivers. Thank
17 you." Is that an accurate text message from you to
18 Mr. Leventhal?
19 A. Yes, it is.
20 Q. Thank you. Okay. And it looks like
21 there's a conversation here right after you told
22 Mr. Leventhal that you would be -- you wanted the
23 Viper and you'd been using Lyft. I'm going to
24 highlight four messages. It looks like two from
25 Mr. Leventhal and two from you; is that correct?

1 A. Yes.
2 Q. And briefly could you just read that quietly
3 to yourself and then let me know when you're done?
4 A. Okay. I'm done.
5 Q. Okay. And what was that conversation
6 pertaining to, those messages?
7 A. Well, he said that there's no problem, but
8 that he needs money. And I just responded that,
9 yeah, I got him. And then I ask him what time to go
10 to the office, and he told me around 10:00 a.m. and
11 then I said, okay, I'll be there.
12 Q. Okay. And just to clarify, this last
13 message on March 4th, it says, "Ok I'll be there I'll
14 take Viper first and will see you next week for
15 Maserati." Is that an accurate text message from you
16 to Mr. Leventhal?
17 A. Yes.
18 Q. Thank you. Scrolling down just a little bit
19 more, this looks like a text message from May 21 at
20 9:48 a.m. Was that in 2019 or 2020?
21 Mr. Mitrov?
22 MS. FAUST: Girard, it looks like we lost
23 him, but he's coming in again. Just one moment.
24 MR. GOSIOCO: Okay. Thank you so much.
25 THE WITNESS: My phone died so I'm

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1 connecting with another phone.
2 BY MR. GOSIOCO:
3 Q. That's not a problem. Can you hear me and
4 see my screen properly, Mr. Mitrov?
5 A. Yes. Yes, I can.
6 Q. Okay. And I scrolled down just a little bit
7 from that last text message conversation, but it
8 looks like this text message conversation started on
9 May 21 at 9:48 a.m. Was this conversation in 2019 or
10 2020?
11 A. 2020.
12 Q. Thank you. And it looks look this is a text
13 from you that I'm highlighting; is that correct?
14 A. Yes. Yes, it is.
15 Q. And this states, "Brother I will need to
16 pick up Viper today. Is it to much to ask to have it
17 at office today? Thank you." Was that an accurate
18 text message you sent to Mr. Leventhal?
19 A. Yes.
20 Q. Thank you. Scrolling down a little bit
21 more, and this looks like a text message from May 27
22 at 10:48 a.m. Was that message in 2019 or 2020?
23 A. 2020.
24 Q. Okay. And it states, "Good morning brother.
25 When can I pick up Viper." Was that a text message

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1 you sent to Mr. Leventhal?
2 A. That's right.
3 Q. Thank you. Scrolling down some more, and
4 I'm highlighting a portion from June 2. It looks
5 like 2:35 p.m. Was that a text messages from you in
6 2019 or 2020?
7 A. 2020.
8 Q. Okay. And the messages say, "Todd I need
9 the Viper...today." "Wife not happy...I have trouble
10 at home." Were those text messages you sent to
11 Mr. Leventhal?
12 A. Yes, I did.
13 Q. Thank you. And it looks like the same day
14 you sent another text message that states, "My
15 daughter is saying daddy you are not telling me the
16 truth you sold the Viper...common brother." Is that
17 a text message you sent to Mr. Leventhal?
18 A. Yes.
19 Q. Thank you. And it looks like right here, it
20 looks like this is a text from June 6 at 1:43 p.m.
21 Was that also in 2020?
22 A. Yes, it is.
23 Q. Okay. And I'm scrolling down. I don't see
24 any dates between this area and this area, but it
25 looks like you also sent another message to

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1 Mr. Leventhal saying, "I have no car." Was that a
2 text message you sent to Mr. Leventhal?
3 A. Yes.
4 Q. And, again, that was in June of 2020?
5 A. Uh-huh.
6 Q. I'm scrolling down just a little bit more,
7 and I'm not sure what the date is here because it
8 says -- it looks like yesterday at 1:11 p.m. The
9 previous message is from Monday, June 15th. Was that
10 a message you sent in 2019 or 2020?
11 A. 2020.
12 Q. And so is it your recollection that this
13 message right here, it says yesterday, I believe it
14 says 1:11 p.m., that was also sent in 2020, around
15 June of 2020?
16 A. Yes.
17 Q. Okay. And just reading this out loud, so it
18 says, Brother, how much money you think I owe by your
19 numbers. I send you a list of how much I gave so
20 far. Give me a number and I'll have it to -- I'll
21 have it for you tomorrow or today if you have time to
22 meet. Did the agents call you. I have them your
23 number to call you and talk to you if they have any
24 questions. I need my car it's been a year that you
25 have it. Thank you for your understanding and

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1 apologies if I did something wrong. Now, was that a
2 text message you sent to Mr. Leventhal?
3 A. Yes.
4 Q. Thank you. That looks like the end. And as
5 you had previously stated -- testified, you had
6 stated that Mr. Leventhal withdrew from your case
7 around June 22 of 2020; is that right?
8 A. That's right.
9 Q. Now, at any point between July of 2019 and
10 June 22 of 2020, did you rent a car?
11 A. Yes, I did.
12 Q. And why did you rent a car, Mr. Mitrov?
13 A. Because -- because I didn't have no vehicle.
14 The Maserati wasn't in good shape, so I did rent a
15 car on June 5th, I believe.
16 Q. Okay. And June 5th, that was prior to
17 Mr. Leventhal withdrawing as your attorney, correct?
18 A. Yes.
19 Q. Okay. Give me one moment. I'm showing you
20 what has been previously marked as State Bar Exhibit
21 Number 2020 -- Exhibit 20. And, Mr. Mitrov, can you
22 see my screen correctly?
23 A. Yeah, I can.
24 Q. Okay. Now, do you know what this document
25 is, Mr. Mitrov?

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1 A. That is the receipt from the, from the, from
2 the rental place where I rented the car at the
3 airport.
4 Q. And did you include this receipt in the
5 grievance you submitted to the State Bar?
6 A. Yes, I did. Yes.
7 Q. And it looks -- I'm scrolling down just a
8 little bit to the bottom of this first page. It
9 looks like you rented it from June 5 to June 30 of
10 2020; is that right?
11 A. That's right, yes.
12 Q. And again you testified that you rented this
13 car because you didn't have the Maserati or the
14 Viper; is that right?
15 A. That's right, yeah.
16 Q. Thank you.
17 A. Mr. Leventhal, he did -- he did take care of
18 me on this. After that he did give me the money for
19 the rental.
20 Q. Okay. And do you recall approximately when
21 that was when you gave -- when Mr. Leventhal gave you
22 money for the car rental?
23 A. It is somewhere like in August, end of
24 August of 2020.
25 Q. Okay. Now, I did note that -- let me see.

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1 So you submitted your grievance to the State Bar
2 regarding Mr. Leventhal on or about June --
3 A. June.
4 Q. -- 24 or 28 I believe; is that right?
5 A. Something -- something like that. Yeah,
6 after he withdrew as counsel, whatever you call that,
7 as a lawyer.
8 Q. Okay. And do you have your Viper currently?
9 A. I have in front of my garage. Yes, I do.
10 Q. Okay. And do you recall when you were
11 finally able to pick up your Viper from
12 Mr. Leventhal?
13 A. I'll say like beginning of July I believe or
14 end of June.
15 Q. Beginning of July, end of June of which
16 year, Mr. Mitrov?
17 A. 2020, sir.
18 Q. Okay. So you had let Mr. Leventhal borrow
19 your car in July of 2019, correct?
20 A. Yes.
21 Q. And you didn't receive that Viper back until
22 approximately a year later; is that right?
23 A. That's right. I mean, when I -- when I
24 picked it up, it looked like the car was never
25 driven. I picked it up at a shop in North Las Vegas.

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1 Q. Okay. Thank you, Mr. Mitrov. And because
2 you didn't have the Viper for about a year, that's
3 the reason you rented a rental car from Hertz; is
4 that right?
5 A. No. I mean, I had -- I have multiple cars
6 because the Maserati, to be precise, it's -- it
7 didn't have no A/C and it was starting to getting
8 hot, and I rented the, you know, the car beginning of
9 June.
10 Q. Okay. But did you rent that car because you
11 didn't have the Viper?
12 A. Because it was hot, and I was thinking if I
13 have the Viper maybe I can drive it. I don't know.
14 Q. Okay. But the reason for your -- I guess --
15 I'll move on. And you had testified that
16 Mr. Leventhal did, in fact, give you money for the
17 rental car?
18 A. Yes, he did. He did take care of me. Yes,
19 sir.
20 Q. Okay. And do you -- did Mr. Leventhal give
21 you that money before or after you got the Viper
22 back?
23 A. After I got the Viper back.
24 Q. Okay. And so you stated that you got the
25 Viper back probably around June or July of 2020; is

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1 that right?
2 A. That's right, yeah.
3 Q. Okay. But this receipt right here is,
4 again, a receipt you submitted to the State Bar with
5 your grievance?
6 A. Yes, it is.
7 MR. GOSIOCO: Mr. Chairman, at this point
8 the State Bar moves to admit Exhibit Number 20 into
9 evidence.
10 CHAIRMAN EDWARDS: Mr. Clark?
11 MR. CLARK: There's foundation. No -- no
12 objection.
13 CHAIRMAN EDWARDS: Exhibit 20 will be
14 admitted.
15 (Thereupon Complainant's Exhibit
16 20 was admitted into evidence.)
17 MR. GOSIOCO: Thank you. I'll pass the
18 witness.
19 CHAIRMAN EDWARDS: Okay. Mr. Clark?
20 CROSS-EXAMINATION
21 BY MR. CLARK:
22 Q. Mr. Mitrov, just so I'm clear, you rented
23 the vehicle because it was hot?
24 A. Because, yeah, the car didn't have no A/C,
25 the Maserati, so I needed to -- I needed something

1 with A/C, so I just rented the car, yes.
2 Q. Okay. But you had a Maserati to drive?
3 A. I did have, yeah.
4 Q. And you said, you testified you have
5 multiple cars, correct?
6 A. Yes, sir.
7 Q. So you weren't forced to rent the vehicle
8 because you didn't have the Viper, you just chose to
9 rent the vehicle?
10 A. I choose, correct.
11 Q. Okay. And it's your testimony that
12 Mr. Leventhal paid you for that rental? He paid --
13 he reimbursed you for the cost of the rental?
14 A. He did, yes.
15 Q. How did he make that payment?
16 A. Cash.
17 Q. And when did he make that payment, according
18 to you?
19 A. It was somewhere like end of August, I
20 believe.
21 Q. You submitted the rental agreement, or the
22 rental bill to the State Bar -- let me get this
23 right -- in June saying that you were out this
24 \$5,000?
25 A. That's right.

1 Q. Okay. And in your grievance you said you're
2 out this \$5,000 because of Mr. Leventhal?
3 A. Yeah. Yes, I did.
4 Q. It's your testimony now that he paid you.
5 Did you ever tell the State Bar, "He paid me"?
6 A. No, I did not have no chance to, to say
7 that.
8 Q. Okay.
9 A. After -- after I got the car back, I
10 withdrew my complaint back in I believe in August.
11 Q. Okay. Why did you --
12 A. Go ahead, sir. Say again.
13 Q. Why did you withdraw your complaint?
14 A. Why? Because -- because my matter with
15 Mr. Leventhal was handled. I got my car back. He
16 take care of me for the, for the rental so there's
17 nothing for me to seek no more from him. It was
18 misunderstanding I guess between me and him.
19 Q. Okay. So it's your position it was a
20 misunderstanding?
21 A. Correct.
22 MR. CLARK: Okay. Can I bring up state --
23 Respondent's Exhibit D, as in "David"?
24 MR. GOSIOCO: Just give me one moment to
25 open that up.

1 MR. CLARK: I appreciate your efforts.
2 Thank you.
3 MR. GOSIOCO: And, Mr. Clark, you said
4 Exhibit D?
5 MR. CLARK: D as in "David," yeah.
6 BY MR. CLARK:
7 Q. Mr. Mitrov, can you see the document on the
8 screen?
9 A. Yes, I can.
10 Q. And it has -- if you scroll through both
11 pages, do you recognize this document?
12 A. Yes. Yes, I do.
13 Q. At the end of page two, is that your
14 signature?
15 A. Yes, it is.
16 Q. Dated December 30th, 2020 in Las Vegas. Do
17 you see that?
18 A. Yes. Yeah.
19 Q. And you state right above it, I declare
20 under penalty of perjury of the laws of the state of
21 Nevada that the foregoing is true and correct to the
22 best of your knowledge; is that correct?
23 A. Correct.
24 Q. And you submitted this affidavit in support
25 of Mr. Leventhal's motion for summary judgment in the

1 State Bar matter?
2 A. Yes.
3 Q. Okay. At the end of page one, paragraph
4 four, it says, "I operate a freight shipping broker
5 business. In the past, I have owned and operated an
6 automobile body shop. I also buy and drive vintage
7 cars." Do you see that?
8 A. Yes, I do.
9 Q. Did I read that correctly?
10 A. Yes, you do.
11 Q. Okay. So at the time you buy and drive
12 vintage cars, correct?
13 A. Go ahead again, sir.
14 Q. So it's correct that you drive, that you buy
15 and drive vintage cars?
16 A. That's right.
17 Q. Okay. So during 2019 and two thousand --
18 from 2019 to 2020, July to June, how many vintage
19 cars did you own?
20 A. Those two that -- those two that we talking
21 about, the Viper and the Maserati.
22 Q. Do you own any other cars?
23 A. I mean, yes, that -- I did have other cars,
24 yes.
25 Q. And did you drive those other cars?

1 A. I drove my Mercedes S550.
2 Q. Okay.
3 A. Like towards the end of 2019.
4 Q. All right. Paragraph five, the next page,"
5 I let Mr. Leventhal use a Dodge Viper as a favor, not
6 as payment or collateral for payment of fees." Do
7 you see that?
8 A. That's right, yes.
9 Q. And that's a correct statement?
10 A. That's right.
11 Q. After he withdrew I picked up the Viper at
12 the repair shop there Mr. Leventhal had it towed to
13 for repairs. I did not pay him for its return. Is
14 that correct?
15 A. That's right.
16 Q. Okay. You testified on response to State
17 Bar's questions that when you picked up the Viper, it
18 looked like it had never been driven?
19 A. To my knowledge, yeah.
20 Q. So it looked like that?
21 A. It looked like that, yeah.
22 Q. Okay. To your knowledge do you know how
23 often he drove it at all?
24 A. I have no idea, sir.
25 Q. Next paragraph, number six, "As for the

1 Maserati mentioned in the State Bar complaint,
2 Mr. Leventhal never took the vehicle to California,
3 never received title to it from me nor drove to my
4 knowledge." Do you see that?
5 A. Yes.
6 Q. Is that a true statement?
7 A. Yes, it is.
8 Q. In fact I considered giving it to him
9 outright before he indicated to me he needed money
10 for restitution. Do you see that?
11 A. Yes, I do.
12 Q. What do you mean by that statement?
13 A. Go ahead again with your question, sir.
14 Q. What did you mean when you said that?
15 A. No, no, what was the question again? Which
16 paragraph? Five or six?
17 Q. Six.
18 A. Six. Well, what I mean is because as
19 appreciation to be my lawyer, I want to give him the
20 car as a gift.
21 Q. You say, "I did not pay him for its return
22 as alleged in paragraph 31 of the State Bar
23 Complaint." Do you see that?
24 A. Yes.
25 Q. Did you ever tell the State Bar

1 investigator, or anyone at the State Bar, that you
2 had to pay for its return?
3 A. No, I did not. No.
4 Q. You say, "I believe this is a
5 misunderstanding between Mr. Leventhal and me and I
6 again request that my complaint be withdrawn." Do
7 you see that in paragraph seven?
8 A. Yes, I do.
9 Q. What do you mean by "misunderstanding"?
10 A. What I mean is on the payments.
11 Q. On what payment?
12 A. On the whatever fees I had to pay towards
13 him.
14 Q. So the attorney fees you had to pay him?
15 A. Uh-huh.
16 Q. Or the restitution?
17 A. On both. I didn't know I have a
18 restitution, like on the, on one of the cases because
19 it was never given to me as written, so I guess
20 that's where the misunderstanding was.
21 Q. But you understood that you had agreed to
22 pay restitution to the victim of the car you, of the
23 stolen car you bought?
24 A. In words, yes. Yes, I did.
25 Q. Okay. And did you ever pay that

1 restitution?
2 A. No, I did not.
3 Q. Although you agreed to do so?
4 A. With Mr. Leventhal, yes. Yes, I did.
5 Q. Okay. The next page, Mr. Mitrov, final page
6 of this exhibit, this was attached to your affidavit.
7 This appears to be a copy of an email from you to
8 Mrs. Watson saying that you'd like to withdraw the
9 complaint against Mr. Leventhal. Do you see that?
10 A. Yeah, I see it.
11 Q. I believe it is -- it was sent in September
12 of 2020?
13 A. Possible.
14 Q. Okay. Would that have been after you state
15 that Mr. Leventhal paid you for the car rental?
16 A. Yes.
17 Q. Is there a reason why you didn't mention
18 that in your grievance?
19 A. Because when I file, it was in June and I
20 did not have the car back, nor the payment for the
21 rental.
22 Q. Why didn't -- why didn't you inform the
23 State Bar in this grievance that Mr. Leventhal had
24 paid you for the car rental?
25 A. Why I didn't mention, sir?

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1 Q. Yeah.
2 A. Because I did not have chance to
3 communicate, I just say that I withdraw the
4 complaint. So in my -- in my world I thought like
5 it's everything is done. After I withdrew the
6 complaint, everything is understandable, like that's
7 how I got it.
8 Q. Okay. Because as part of your complaint --
9 A. Uh-huh.
10 Q. -- you allege that Mr. Leventhal caused you
11 to spend \$5,000 for a rental?
12 A. No, that was my choice. I could have spent
13 \$500 for rental. I choose to get the car over to be
14 that expensive.
15 Q. Then why did you -- I'm sorry, I didn't mean
16 to cut you off. Then why did you include it in your
17 grievance against Mr. Leventhal?
18 A. So I get -- I can get his attention.
19 Q. I don't understand. What do you mean "get
20 his attention"?
21 A. So as you can see on the messages, like I
22 was asking for my car, and I -- he wasn't responding
23 to me, so I had to do something to get my car back,
24 and therefore comes to the complaint.
25 Q. Okay. Even though you admit that he wasn't

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1 responsible for the \$5,000?
2 A. No, that was my choice.
3 Q. So if we go to respondent's Exhibit F, as in
4 "Frank." Mr. Leventhal, can you see the screen? I'm
5 sorry, Mr. Mitrov?
6 A. I can -- I can see it, yeah.
7 Q. There appears to be an email from you to
8 Mrs. Watson dated Wednesday, May 12, 2010 -- 2021 at
9 2:44 p.m. Do you see that?
10 A. I see it, yes.
11 Q. You say, "Miss Watson, I will hire a lawyer
12 for this matter. Reasoning for that decision is that
13 I want to be left alone so I can continue doing my
14 daily activities with the business. Again I have
15 nothing else to seek from Mr. Leventhal, he gave me
16 my vehicle within 48 hours as I asked also he gave me
17 money to cover my rental costs from June 5th to
18 June 30th." Do you see that?
19 A. I see it.
20 Q. Did I read that correctly?
21 A. Yes, you do.
22 Q. When you made the statement, "He gave me my
23 vehicle within 48 hours as I asked," what were you
24 referring to?
25 A. To the Viper.

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1 Q. So 48 hours of you asking for it, he gave it
2 to you?
3 A. After -- yes, after the complaint, yes, he
4 did, sir.
5 Q. Okay. You said "after I asked," but you
6 testified earlier that you had been asking several
7 times throughout the year and he never gave it to
8 you?
9 A. Well, what I meant is after the, after the
10 complaint I did call him and he said, Okay, I will
11 bring it to you. Then after that he said the car is
12 not drivable, it's at the shop, can you go pick it
13 up. I said yes. He send me the address and I went
14 and picked it up. That was somewhere like the end of
15 July I believe, 2020.
16 Q. And you said, "He also gave me money to
17 cover my rental cost from June 5th to June 30th"?
18 A. Yes. He was kind enough and he did that,
19 yes.
20 Q. Is that the first time you've ever told the
21 State Bar that?
22 A. Yes, I did. First time, correct.
23 Q. Which was last week?
24 A. Which was last week.
25 Q. You said, "I will hire a lawyer for this

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1 matter." Why did you make that statement to
2 Mrs. Watson?
3 A. Because -- because I thought I'm finished
4 with this because I withdrew the complaint, and
5 that's what I said, you know, I will hire a lawyer.
6 I didn't know, like, what I have to do else, and then
7 I couldn't operate daily activities. And also I
8 didn't want to, like, ignore the State's, you know,
9 not answering my calls or not responding to whatever
10 needs they have from me.
11 Q. Okay. I did not understand that last
12 statement. Could you please repeat it?
13 A. All right. So I was receiving daily phone
14 calls that, you know, just I explain them that I
15 withdraw my complaint and then I wanted to be done
16 with this matter from my side. But like again I
17 received two, three other calls and then I just send
18 this email that, you know, if I have to hire a
19 lawyer, I will hire a lawyer so he can deal with this
20 matter.
21 Q. How often did you -- how many times did you
22 speak to the State Bar in this past month?
23 A. Talk only one time, I believe. Miss phone
24 calls and voicemails two or three.
25 Q. And the voicemails were left by you or by

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1 the State Bar?
2 A. By the State Bar. And one time I called, I
3 think I left a voicemail because after that it was
4 after hours.
5 Q. And what did the State Bar ask you when they
6 left voice messages, or what did they say?
7 A. They were just ensuring that I, you know,
8 that I can be like at, what do you call that?
9 Whenever the court date is.
10 Q. Okay. Which is today?
11 A. Which is today.
12 Q. Let me go back to Exhibit E, as in "Edward."
13 Mr. Mitrov, I'll represent to you that this is a
14 declaration from Louise Watson.
15 A. Okay.
16 Q. Can you see it on your screen?
17 A. I can see it.
18 Q. Paragraph nine, do you see paragraph nine
19 there? Scroll down a bit. "Mr. Mitrov confirmed
20 that he submitted the grievance and the documents
21 attached thereto." Did you have that conversation
22 with Mrs. Watson?
23 A. Yes, I did. Yes.
24 Q. And she indicates it was on or about
25 May 12th, 2021?

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1 A. That's right.
2 Q. Is that correct?
3 A. Uh-huh.
4 Q. Paragraph ten, "Mr. Mitrov confirmed that he
5 retained Mr. Leventhal as his attorney, that he let
6 Mr. Leventhal borrow his Viper, that he asked
7 Mr. Leventhal multiple times via text to return the
8 Viper, and he had to pay over \$5,000 to rent a
9 vehicle as he didn't have his Viper." Did you tell
10 her that?
11 A. I cannot recall that, sir.
12 Q. That specific part, that you had to pay
13 \$5,000 to rent a vehicle because you didn't have the
14 Viper, did you tell her that?
15 A. I cannot recall that. I don't remember
16 saying that.
17 Q. Okay. It was last week. You don't recall
18 any of it?
19 A. I don't recall, no.
20 Q. Paragraph 11, "Mr. Mitrov agreed to sign a
21 declaration regarding certain facts in this case."
22 Do you see that?
23 A. I see it.
24 Q. In your conversation with Mrs. Watson on
25 May 12th, 2021, did you agree to sign a declaration

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1 regarding certain facts in this case?
2 A. I don't remember talking that, sir, no.
3 Q. You don't remember that?
4 A. No, I don't.
5 Q. Did you two discuss a declaration?
6 A. No, we didn't. No.
7 Q. Do you have any -- do you know of any reason
8 why she would put that in a sworn declaration if you
9 two didn't discuss it?
10 A. You should ask her, sir. I don't know.
11 Q. Paragraph 12, I have emailed a proposed
12 declaration to Mr. Mitrov and am awaiting his
13 response. Did you receive a declaration from
14 Mrs. Watson?
15 A. I might, sir. I don't know. I need to
16 check my email. Maybe.
17 Q. Maybe. Did you receive it on or about
18 May 12th?
19 A. Not as far as I remember, no. Maybe she did
20 send it. I don't know.
21 Q. We looked at your email at 2:44 p.m. that
22 same day where you said, "I'm going to hire a
23 lawyer." Do you recall that?
24 A. That's what I send an email, yes. Probably.
25 Q. Okay. But you recall talking about it?

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1 A. I spoke to her and then after I came back I
2 just went into my email from my phone and then draft
3 the email, I mean send the email back.
4 Q. Okay. So you sent an email to her that we
5 talked about earlier after your conversation with
6 her?
7 A. Yes.
8 Q. Do you recall how long after the conversation
9 with her on May 12th that you sent the email?
10 A. Within ten to -- within half an hour to an
11 hour.
12 Q. And just so I'm clear, it's your testimony
13 that when you said, "He gave me the Viper within 48
14 hours of me asking for it," that was after the
15 grievance was filed?
16 A. Correct.
17 Q. Okay. Mr. Mitrov, are you -- have you ever
18 been convicted of a felony?
19 A. Convict, no.
20 Q. You have no felony convictions?
21 A. No, sir.
22 Q. Were you facing a felony charge when --
23 MR. GOSIOCO: Objection. Relevance.
24 BY MR. CLARK:
25 Q. -- Mr. Leventhal represented you?

1 A. I was facing a felony, yeah, but it was
2 denied by the, by the, by the State.
3 Q. Okay. Did he --
4 MR. GOSIOCO: I'm going to object as to
5 relevance.
6 CHAIRMAN EDWARDS: Sustained.
7 THE WITNESS: Was there a question for me?
8 BY MR. CLARK:
9 Q. No.
10 A. Okay.
11 Q. What -- it's your testimony that the car,
12 the Viper, was never a part of any payment deal
13 between you and Mr. Leventhal?
14 A. It was never, no.
15 Q. Okay. And you testified that the Maserati,
16 he never sat in it, as far as you knew?
17 A. He never did what, sir?
18 Q. He never sat in it, as far as you knew?
19 A. I don't understand this question, sir.
20 Q. Do you know whether or not Mr. Leventhal
21 ever drove the Maserati?
22 A. I don't know. I don't know if he drove it
23 or if he didn't. When we picked up the Maserati, it
24 was me, him and also we got it at the shop.
25 Q. I'm sorry, I didn't quite hear that.

1 A. The Maserati, me and Todd Leventhal, we went
2 together and we picked it up on around March 11th, I
3 believe. Together we picked it up at the shop, so
4 I -- I don't know if he drove it or if he didn't
5 before.
6 Q. The Maserati or the Viper?
7 A. The Maserati.
8 Q. It was at the shop?
9 A. It was at the shop on Spring Mountain and
10 Jones I believe somewhere.
11 Q. In the State Bar complaint, I'll read it to
12 you, it says, "On or about March 4, 2020,
13 Mr. Leventhal contacted Mr. Mitrov stating that he no
14 longer wanted the Maserati but rather needed money."
15 Does that sound correct to you?
16 A. Uh-huh, yes.
17 Q. "Mr. Mitrov stated that he received the
18 Maserati back after giving respondent an additional
19 \$900." Do you agree with that statement?
20 A. Yes, I do.
21 Q. Okay. Although you submitted your
22 declaration saying you didn't pay anything for the
23 return of the Maserati?
24 A. That was -- like the \$900 was like towards
25 his, the fees that I had owed to him, not goes to the

1 payment of the Maserati, no. That was at the same
2 time when we were going to pick up the Maserati, I
3 did gave him the money towards the payment for his
4 fees, not because to pick up the car.
5 Q. In your grievance you complained that you
6 had paid Mr. Leventhal a lot of money; is that
7 correct?
8 A. A lot of money? I don't know. I don't
9 remember saying, "a lot of money."
10 Q. Do you recall how much you claimed in your
11 grievance that you had paid to him?
12 A. Around \$17,000.
13 Q. Okay. And you said you had receipts but you
14 don't have receipts for that?
15 A. No, I don't.
16 Q. Okay. Did you give Mr. Leventhal a receipt
17 for the \$5,000 you say he paid you for the car?
18 A. No, I didn't.
19 Q. During this time that he represented you,
20 were you using methamphetamine?
21 A. No, I didn't.
22 Q. You never told Mr. Leventhal, Hey, I've got
23 a thousand dollars, I'll pay you 900, otherwise I'll
24 just spend it on partying and methamphetamine?
25 MR. GOSIOCO: Objection. Relevance.

1 THE WITNESS: No, I didn't.
2 BY MR. CLARK:
3 Q. What charges were you facing that
4 Mr. Leventhal represented you on?
5 A. Possession of a stolen vehicle and
6 possession of a substance.
7 Q. What was the substance?
8 A. Methamphetamine.
9 Q. Did you also later have a driving under the
10 influence of methamphetamine?
11 A. I got a DUI.
12 Q. Is that for methamphetamine?
13 A. No, it's from alcohol.
14 Q. Oh, alcohol.
15 A. I mean, I don't know if there was a
16 methamphetamine, but it was for alcohol.
17 Q. You don't know if there was methamphetamine
18 in the charge or whether you were under the influence
19 of methamphetamine?
20 A. No, that case not closed.
21 Q. That case is open?
22 A. Yes, it is.
23 MR. CLARK: Okay. Chair's indulgence to
24 have a moment with my client.
25 CHAIRMAN EDWARDS: Certainly.

1 (Discussion off the record.)
2 BY MR. CLARK:
3 Q. Mr. Mitrov, can you hear me?
4 A. Yes, I can.
5 Q. You testified to a series of text messages
6 between you and Mr. Leventhal. Do you recall that
7 testimony?
8 A. I testified what, sir?
9 Q. You testified that the text messages you
10 submitted with this grievance were between you and
11 Mr. Leventhal?
12 A. Uh-huh. Yes, I did.
13 Q. And in there you call each other "brother"?
14 A. Yes, we did.
15 Q. Why do you do that?
16 A. Because he mention that I remind him of his
17 brother, and that's how we start calling each other.
18 Q. Okay. Now, these text messages, were they
19 the only communications between you and
20 Mr. Leventhal?
21 A. No, we saw each other in person, too.
22 Q. Did you also talk on the telephone?
23 A. Few times we did, yes.
24 Q. Okay. In response to your text messages
25 that you listed here in State Bar's Exhibit 19, did

1 he ever call you back rather than text you back?
2 A. Did he ever call me back or text me back?
3 Q. Meaning you sent him a text?
4 A. Uh-huh.
5 Q. And in responding would he sometimes call
6 you rather than text you in response to that text?
7 A. Yeah, text. Most times he was texting.
8 Q. But he called you as well?
9 A. Maybe. I don't -- I don't remember.
10 Probably. I don't know. But mostly messages.
11 Q. Did he ever respond to your request for the
12 Viper by calling you and saying, Your car is in the
13 shop, go get it?
14 A. I don't remember, sir. I don't remember.
15 Like, maybe he call me. I have no -- I don't
16 remember as of now.
17 Q. Okay. You texted him saying, you know, I
18 need my Viper --
19 A. Uh-huh.
20 Q. -- at various times, correct?
21 A. Uh-huh.
22 Q. And in any of those -- in response to those
23 texts did you ever receive a telephone call from him
24 where he said your Viper's in the shop, go get it, or
25 words to that effect?

1 A. I have to double-check if he text me or he
2 call, sir. I don't remember as of now, like. But I
3 know he told me that the car is at the Viper, I mean
4 at the shop, and he gave me the address.
5 Q. He told you that either in person or by
6 telephone?
7 A. I don't remember how he did it. I'm trying
8 to think for a moment. You can go on a second,
9 please.
10 Q. Well, Mr. Mitrov, I just want your memory,
11 because if you're going to go to documents, then I
12 need to see the documents.
13 A. My memory doesn't give me clear picture of
14 was it a phone call or it was a text message.
15 Q. Okay. But it could have been a phone call?
16 A. It could have been, yes.
17 Q. And he -- wherein he informed you that the
18 Viper's in the shop, go get it; is that correct?
19 A. Yes.
20 Q. Okay. Do you recall how many times he
21 communicated that to you?
22 A. It was one day communication.
23 Q. It was what?
24 A. It was in one day, one, like maybe one time,
25 maybe two times. I don't know if we went back and

1 forth, you know, for the address or for whatever,
2 like.
3 Q. Could it have been more than two times?
4 A. It can be more than two times, but
5 everything was done in one day, is what I'm saying.
6 Q. You say everything is done in one day.
7 Everything --
8 A. All that communication was like in one day.
9 Q. So aside from that one day --
10 A. Uh-huh.
11 Q. -- Mr. Leventhal never communicated to you
12 that your car is in the shop, go get it?
13 A. Before that, no.
14 Q. Can you estimate when that day was?
15 A. The day was Monday.
16 Q. How about a date?
17 A. Don't remember date.
18 Q. How about a year?
19 A. 2020.
20 Q. How about a month?
21 A. July, I believe.
22 Q. Okay. So from your text messages, you
23 testified you started asking for the car. It's your
24 testimony that he never ever responded to your
25 requests to return the Viper until that one day?

1 A. He did say last time when I saw him in May
2 when I gave him check last time, he did say that
3 he'll have the car next week, or something like that.
4 That was in person.
5 Q. Did he say it was in the shop?
6 A. No, he didn't.
7 Q. Do you recall when the first time he -- do
8 you recall him telling you it was in the shop?
9 A. He told me one time and that was like that
10 Monday because our agreement was like to go to his
11 office and pick up the car from there, but after that
12 either he text me or call me, I don't remember. He
13 said the car won't be at the office, it will be at
14 the shop. So I asked which shop, and then he gave me
15 the address in North Las Vegas where I went and
16 picked up the car.
17 Q. And where did you go pick up the Maserati?
18 A. The Maserati, I picked it up like somewhere
19 in March.
20 Q. Where?
21 A. At the shop, Spring Mountain and Jones. He
22 drove me there. I was at his office, and then we
23 went, we got into his car and we drove there towards
24 the shop. At a different shop.
25 Q. Different shop?

1 A. Yes.
2 Q. Do you know why the Maserati was at the
3 shop?
4 A. Why was at the shop? I have no idea.
5 Q. Do you know who took it to the shop?
6 A. Don't know.
7 Q. Do you know if it was Mr. Leventhal?
8 A. I don't know, sir. I don't know.
9 Q. Do you know how he knew the Maserati was at
10 the shop?
11 A. How he knew?
12 Q. Yeah.
13 A. Either he took it or he send somebody to
14 take it there. I don't know.
15 Q. Okay. Your testimony was that your
16 associate dropped it off at his office, correct?
17 A. Correct.
18 Q. Okay. Do you know how the Maserati got from
19 his office to the shop?
20 A. I don't know, sir.
21 Q. Did you ever ask him?
22 A. No, I did not.
23 Q. Did you ever wonder?
24 A. Did I ever wonder?
25 Q. Wonder why it was at the shop?

1 A. No.
2 Q. Do you know if the shop effected any repairs
3 on the Maserati?
4 A. Not that I could tell when I picked it up.
5 Q. What kind of shop was it?
6 A. A car shop, body shop.
7 Q. Do you know if they did any work on the car?
8 A. Didn't look like they did anything, no.
9 Q. It didn't look like they did any work?
10 A. There was nothing changed on the car, so I
11 don't know if they did or they didn't, sir, no.
12 Q. Did you have to pay this shop to get the
13 Maserati?
14 A. No.
15 Q. Do you remember the name of the shop?
16 A. Don't remember the name. I remember it was
17 on Spring Mountain and Jones.
18 Q. And you have no idea why it was there?
19 A. I have no idea. Never asked.
20 Q. You never asked why it was there?
21 A. No.
22 MR. CLARK: One moment.
23 I will pass the witness.
24 CHAIRMAN EDWARDS: Okay. For the State Bar?
25 MR. GOSIOCO: Thank you, Mr. Chairman.

REDIRECT EXAMINATION

BY MR. GOSIOCO:

Q. Mr. Mitrov, I want to turn your attention to exhibit, let's see, Mr. Leventhal's exhibit, I believe it was D. Give me one second.

Mr. Mitrov, can you see my screen?

A. I can.

Q. Okay. And you had testified that you recognize this document, correct?

A. Yes, I do.

Q. And you had testified that this is your signature right here; is that right?

A. Yes, it is.

Q. Now, Mr. Mitrov, did you write this declaration or affidavit?

A. Write it with a pen, no, I did not with a pen, no.

Q. So all the typed writing over here, you did not write that, correct?

A. I just signed with my writing, yes.

Q. Okay. But it's your testimony that you did not write any of these words above your signature; is that right?

A. I don't understand, sir.

Q. So from page one, this page right here.

A. Uh-huh.

Q. Did you, yourself, type any of these words?

A. I mean, I said -- I read it but not typed it. No, I did not type it.

Q. Okay. And on page two, just above your signature, did you type any of these words?

A. No, I did not. No.

Q. When was the first time you saw this document, Mr. Mitrov?

A. Before I sign it, I believe. I mean, like when I, when I talked about it.

Q. Okay. Thank you. And turning your attention briefly to Respondent's Exhibit F, and you had testified that this, in fact, was an email you sent to Miss Watson; is that correct?

A. Yes, I did.

Q. Now, you stated right here that you would hire an attorney for this matter. Did you, in fact, hire an attorney?

A. No, I did not. No.

Q. Thank you. You stated right here in this email that Mr. Leventhal gave you money to cover your rental cost from June 5 to June 30; is that correct?

A. That's right.

Q. And it's -- in your opinion why do you

believe Mr. Leventhal gave you money for the rental costs?

MR. CLARK: Objection. Speculation.

CHAIRMAN EDWARDS: Overruled.

BY MR. GOSIOCO:

Q. And I'll repeat the question, Mr. Mitrov.

A. Okay.

Q. So you had testified that Mr. Leventhal gave you money to cover your rental costs; is that right?

A. That's right.

Q. In your opinion why do you think

Mr. Leventhal gave you that money for the rental car?

A. Just to be kind, I guess. I don't know.

Q. Thank you. Now, there was some discussion about an additional -- hold on one second. Just to clarify, when Mr. Clark was asking you questions, you had stated that in one day Mr. Leventhal told you that the Viper was in the shop and that you should go get it; is that right?

A. That's right.

Q. And just to clarify, that conversation happened after you had filed the grievance with the State Bar, correct?

A. Yes.

Q. And one more point of clarification. There

was some talk about you giving money to Mr. Leventhal when you got the Maserati. Do you recall that?

A. I get -- yeah, I gave him -- I gave him \$900, sir.

Q. Okay. And it was -- and you testified that that \$900 was not for the return of the Maserati but for fees to Mr. Leventhal, correct?

A. For fees, correct.

MR. GOSIOCO: No further questions.

CHAIRMAN EDWARDS: Okay. Can you take the screen down please.

Mr. Moore, do you have any questions for the witness?

COMMISSIONER MOORE: No, sir, I don't.

CHAIRMAN EDWARDS: Mr. Lee, any questions for the witness?

COMMISSIONER LEE: Just a couple questions.

EXAMINATION

BY COMMISSIONER LEE:

Q. Clearly Mr. Leventhal has been your attorney for a long time. At the time that you let him use your cars, was he your attorney at that time?

A. Yes, he was.

Q. And, you know, I think he testified that he's known you about eight years. Is it -- is it

1 fair to say that you guys had a friendship during
2 that time?
3 A. Not a friendship, no. Just we knew each
4 other.
5 Q. Okay. So do you consider him or not
6 consider him a friend?
7 A. I'll say I consider him as a friend, yes.
8 Q. Okay. So in terms of him being a friend,
9 like would you have an understanding that you're
10 letting him borrow the vehicles or is it because of
11 his relationship with you as an attorney?
12 A. No, as a friend, not as attorney, no. As a
13 friend.
14 Q. Is it your understanding that you had ever
15 entered into a business transaction with
16 Mr. Leventhal as it pertains to these vehicles?
17 A. Not as a -- no. No.
18 Q. Okay. Is it your understanding that you had
19 ever allowed him to acquire an ownership interest in
20 any of the vehicles?
21 A. I never gave him that kind of understanding,
22 no.
23 Q. Like did you, in terms of the possession
24 that you gave him, was it a temporary possession,
25 like you're just letting him borrow it or like --

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1 A. Yes.
2 Q. Okay. Then was it your understanding that
3 these vehicles were security for anything?
4 A. No.
5 Q. Okay.
6 A. No.
7 COMMISSIONER LEE: All right. I don't have
8 any other questions.
9 COMMISSIONER MOORE: I do have a question,
10 if I can ask one.
11 CHAIRMAN EDWARDS: Sure. Please, Mr. Moore.
12 EXAMINATION
13 BY COMMISSIONER MOORE:
14 Q. What is the total time he had both vehicles?
15 A. The total time?
16 Q. Sure.
17 A. Well, he keep the Viper for almost over a
18 year, let's say a year. And then the Maserati say
19 maybe less than a month, or a month mostly.
20 COMMISSIONER MOORE: Thank you.
21 CHAIRMAN EDWARDS: Any follow-up from
22 counsel?
23 RECROSS-EXAMINATION
24 BY MR. CLARK:
25 Q. Yes. David Clark for the respondent.

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1 Mr. Mitrov?
2 A. Yes, sir.
3 Q. You said that you let Mr. Leventhal have the
4 cars as a friend, not as your attorney; is that
5 correct?
6 A. That's right.
7 Q. And your occupation involves buying and
8 driving and selling cars, correct?
9 A. That's not my main occupation, no. I like
10 vintage cars, and when I have a chance and when
11 there's a good deal, I buy it.
12 Q. But you're familiar with buying cars and
13 their cost?
14 A. What do you mean "familiar"?
15 Q. I mean, how many cars -- as part of this --
16 you say, "I buy and drive vintage cars." How many
17 times have you done that?
18 A. Well, on those two cars where I bought
19 the -- I got the Viper from a friend for 36,000, and
20 I paid him over two years in partial payments, so
21 that for me is a good deal. It's a good investment.
22 Q. You invested -- when you had this, the Viper
23 with Mr. Leventhal, you had done -- you had purchased
24 other vintage cars, correct, by this time?
25 A. That year, no. No, I did not, no.

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1 Q. Prior years?
2 A. I bought the Maserati, yes. Yes, I did.
3 Q. But you said, you testified that you buy and
4 sell -- you buy and drive vintage cars as part of
5 your activities?
6 A. I'll say investment.
7 Q. Investments.
8 A. To me it's a good investment if you pay it
9 for two years. If you have -- if you do partial
10 payments for two years for together Dodge Viper,
11 that's good investment.
12 Q. So other than the Viper and the Maserati,
13 how many other cars have you purchased as
14 investments?
15 A. I got the Mercedes I bought for an
16 investment but I decide to kept it, and I kept it
17 four years. I liked the car.
18 Q. You testified in response to Bar Counsel's
19 questions that it was your opinion that Mr. Leventhal
20 gave you the \$5,000 to be nice, correct?
21 A. Yes.
22 Q. Did you demand that he give it to you or did
23 you ask him to give it to you?
24 A. I mention it to him and he gave me the
25 money. I didn't demand. I demand to get my Viper

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1 back.
2 Q. Now, you said that the Viper was -- he had
3 the Viper for about a month. Is that your testimony?
4 A. The Viper, no, he got it for a year.
5 Q. I apologize. I misspoke. I apologize.
6 A. Okay.
7 Q. The Maserati.
8 A. Uh-huh.
9 Q. You said he had it for about a month?
10 A. I believe so, yeah. I believe a month.
11 Q. And you're not aware if he ever even drove
12 it, correct?
13 A. I don't know, sir. No.
14 Q. Did you ever ask for the Maserati back and
15 he refused to give it to you?
16 A. I ask to get one of the cars back because at
17 one point he got two cars of mine at his possession.
18 So I was asking for the Viper, and then he responded
19 that, you know, he don't like the Maserati. And I
20 said, Okay, I'll come and pick it up.
21 So I went to his office. We talked, we got
22 into his car, and we went to pick up the Maserati.
23 And I gave him the \$900 in the car, not as a
24 collateral or payment to get the Maserati, but I gave
25 it to him because of towards the payments, the fees

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1 that I owed him.
2 Q. One moment.
3 If we can go to State Bar's Exhibit 19.
4 CHAIRMAN EDWARDS: Mr. Clark, is this
5 exceeding the scope of the questioning from the
6 panel?
7 MR. CLARK: This is follow-up to his -- no,
8 it's in response to his testimony that, from the
9 panel members that he had, that Mr. Leventhal had the
10 Maserati a month.
11 CHAIRMAN EDWARDS: Okay.
12 COMMISSIONER LEE: Was 19 admitted?
13 MS. FAUST: Yes, Mr. Lee, 19 was admitted.
14 COMMISSIONER LEE: Yeah, I don't think we
15 got it. But, I'm sorry.
16 MS. FAUST: I can email. I believe that
17 there were two -- three, excuse me, that were
18 admitted during his testimony. I will email those to
19 you.
20 Is that all right, Mr. Edwards?
21 CHAIRMAN EDWARDS: Yes, please.
22 BY MR. CLARK:
23 Q. Mr. Mitrov, are you there?
24 A. I'm here, yeah.
25 Q. I'll just ask you. Do you recall when your

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1 associate delivered the Maserati to Mr. Leventhal's
2 office?
3 A. Nate Savino, he took it somewhere in
4 February, I believe.
5 Q. Okay.
6 A. Or end of January.
7 Q. I'll represent to you the State Bar's
8 complaint says on or about February 18th Mr. Mitrov
9 had an associate deliver the Maserati to respondent's
10 office in exchange for the Viper. Does that sound
11 about right to you?
12 A. Correct.
13 Q. And then if we had Exhibit 19, so I can ask
14 questions. And then if I can go to State Bar's 19,
15 page ten. Okay, and I just can't read this. It says
16 in the middle, "Brother it's no problem. I don't
17 want Maserati but I need money." Do you see that?
18 A. I see it.
19 Q. Do you know when the date of that text was?
20 I can't read it on the document. You can maybe
21 scroll up, there's a date on there. What's that
22 date?
23 A. March 4th.
24 Q. Okay. So on March 4th he told you he
25 didn't -- he stated, "I don't want Maserati but I

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1 need money," correct?
2 A. Me?
3 Q. Yes.
4 A. No, I didn't.
5 Q. No, that's a text from Mr. Leventhal to you.
6 A. Yeah, that's him saying that, not me.
7 Q. Okay. So after March 4th, when did you go
8 to pick up the Maserati?
9 A. When or where?
10 Q. When.
11 A. Probably a week after that.
12 MR. CLARK: Okay. No further questions.
13 CHAIRMAN EDWARDS: Anything further from the
14 State Bar?
15 MR. GOSIOCO: Just a few, Mr. Chairman.
16 FURTHER REDIRECT EXAMINATION
17 BY MR. GOSIOCO:
18 Q. This is in relation to panel member Lee's
19 questioning about the nature of the relationship
20 between Mr. Mitrov and Mr. Leventhal. Mr. Mitrov,
21 you had stated that you consider Mr. Leventhal a
22 friend, correct?
23 A. Uh-huh, yes.
24 Q. And you also testified that you were also --
25 Mr. Leventhal was also your attorney between July of

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1 2019 and June of 2020; is that correct?
2 A. That's right.
3 Q. There was some questions about business
4 transactions or, you know, possessory, ownership
5 interests, security interests. You had stated that
6 you -- you testified that you loaned Mr. Leventhal
7 the Viper and Maserati, correct?
8 A. That's right.
9 Q. And at one point in time you had testified
10 that Mr. Leventhal was in possession of both the
11 Viper and Maserati?
12 A. That's right.
13 Q. You had testified that you had -- the reason
14 Mr. Leventhal had it was you loaned him a car,
15 correct?
16 A. That's right.
17 Q. And you loaned -- correct me if I'm wrong,
18 but I believe there was testimony that said you
19 loaned him a car because Mr. Leventhal didn't have a
20 working car; is that right?
21 A. That's, yeah, that was when I gave him the
22 Viper, correct. Yes.
23 Q. Okay. So if you loaned him a car because
24 his -- he didn't have a working car, why did you loan
25 him two cars at the same time?

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1 A. Because when I -- when I saw him in sometime
2 in January to give him a payment, I was with the
3 Maserati, and then he said he liked that car and he
4 would like to drive it for a bit, and I said okay, if
5 you want I'll give it to you, it's okay, you can
6 drive it.
7 Q. And this was during the time that
8 Mr. Leventhal was your attorney, correct?
9 A. That's right.
10 Q. Now, you'd previously testified that you
11 retained Mr. Leventhal on two cases. Did you ever
12 execute a retainer agreement for those cases?
13 A. A verbal one.
14 Q. Okay. But nothing in writing?
15 A. Not that I remember, sir, no.
16 Q. Now, as far as you loaning Mr. Leventhal the
17 Viper or the Maserati, was that ever, you know, you
18 loaning him your cars, was that ever written down
19 somewhere or?
20 A. No. We never got nothing written down on no
21 matters.
22 Q. Okay.
23 A. From my side or his side.
24 Q. Okay. And at any point did Mr. Leventhal
25 let you know to seek independent counsel for

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1 borrowing your cars?
2 A. I don't understand, sir, that question. Can
3 you repeat?
4 Q. Of course. Let me rephrase. So you
5 testified that you allowed Mr. Leventhal to borrow
6 your vehicles, namely the Viper and Maserati,
7 correct?
8 A. Yes.
9 Q. When you allowed him to borrow those
10 vehicles, did Mr. Leventhal ever mention, you know,
11 hey, you might want to talk to another attorney about
12 this?
13 A. No. No, he didn't.
14 Q. And did you ever -- you had just testified
15 that you had never written anything down on your side
16 and his side, correct?
17 A. That's right.
18 Q. So did you ever, in writing, give informed
19 consent to allow Mr. Leventhal to borrow those cars?
20 MR. CLARK: Objection. Assumes facts not in
21 evidence, lacks foundation.
22 CHAIRMAN EDWARDS: Overruled.
23 BY MR. GOSIOCO:
24 Q. Go ahead, Mr. Mitrov.
25 A. Can you repeat the question, sir, please?

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1 Q. Of course. When you loaned Mr. Leventhal
2 your vehicles, the Viper and the Maserati --
3 A. Uh-huh.
4 Q. -- did you ever write anything down and sign
5 anything that said you gave Mr. Leventhal informed
6 consent to borrow your vehicles?
7 A. No.
8 MR. CLARK: I'm going to object. This is
9 beyond the scope of any of the questions. He had him
10 on direct. He called him.
11 THE WITNESS: Excuse me?
12 MR. CLARK: This is beyond the scope of any
13 of the follow-up questions.
14 CHAIRMAN EDWARDS: The objection is
15 sustained.
16 COMMISSIONER LEE: I'll just note for the
17 record I think it relates to my question, but I
18 understand your ruling.
19 MR. GOSIOCO: No further questions,
20 Mr. Chairman.
21 MR. CLARK: Chairman, just a follow-up to
22 some of Mr. Gosioco's questions.
23 FURTHER RECROSS-EXAMINATION
24 BY MR. CLARK:
25 Q. Mr. Mitrov?

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1 A. Yes, sir?
2 Q. Did you feel compelled to give Mr. Leventhal
3 or loan him the vehicles because he was your lawyer?
4 A. What does it mean "compelled," sir? I don't
5 understand.
6 Q. Did you feel you had no choice because he
7 was your lawyer and he was asking you to borrow it
8 that you had to let him use it?
9 A. No, I just gave it to him because I
10 considered him as a friend thinking he needs help, so
11 that was the reason why I gave him the car.
12 MR. CLARK: Nothing further.
13 CHAIRMAN EDWARDS: Okay. Mr. Mitrov, thank
14 you so much for your time. We appreciate your
15 cooperation. I know this is not fun, but thank you.
16 THE WITNESS: No, of course.
17 CHAIRMAN EDWARDS: You're free to go.
18 THE WITNESS: All right. Thank you,
19 gentlemen.
20 CHAIRMAN EDWARDS: Okay. State Bar, any
21 further -- any further witnesses?
22 MR. GOSIOCO: Just briefly, Mr. Chairman.
23 If I may inquire, Kristi, has Miss Sosa-Avila logged
24 into the Zoom hearing?
25 MS. FAUST: No, she has not.

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1 MR. GOSIOCO: Mr. Chairman, I would like to
2 recall Miss Watson to the stand.
3 CHAIRMAN EDWARDS: Okay.
4 Thereupon--
5 LOUISE WATSON
6 was recalled as a witness by the Complainant, and
7 having been previously duly sworn, testified as
8 follows:
9 MR. GOSIOCO: May I proceed, Mr. Chairman?
10 CHAIRMAN EDWARDS: Yes.
11 MR. GOSIOCO: Thank you.
12 REDIRECT EXAMINATION
13 BY MR. GOSIOCO:
14 Q. Good afternoon, Miss Watson.
15 A. Good afternoon.
16 Q. I'd like to turn your attention to what has
17 been marked as respondent's exhibit, I believe it's
18 B. Miss Watson, do you recognize this document
19 that's appearing on the screen?
20 A. Yes.
21 Q. And what is this document?
22 A. It's a declaration I was asked to prepare
23 last week I believe in the Mitrov case.
24 Q. Okay. And is this your electronic signature
25 here at the bottom?

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1 A. Yes.
2 Q. Thank you. Now, I'm just going to go
3 through a few lines. Paragraph four states that, On
4 May 7, 2021 you left a message for grievant Zan
5 Mitrov to call me. Is that true?
6 A. Yes.
7 Q. Okay. Paragraph five states, "On May 10,
8 2021, Mr. Mitrov returned my call, but we did not
9 discuss a declaration"; is that correct?
10 A. Correct.
11 Q. Paragraph six states you attempted to reach
12 Mr. Mitrov again on May 10 and May 11 of 2021 to
13 discuss a declaration but he was unavailable; is that
14 correct?
15 A. Correct.
16 Q. Paragraph seven, on May 12, 2021 you spoke
17 with Mr. Mitrov over the phone. Is that an accurate
18 statement?
19 A. Yes.
20 Q. Now, what was the purpose of your phone call
21 with Mr. Mitrov on May 12th?
22 A. I was asked to verify that he had received
23 his subpoena to appear, to check -- go over a couple
24 of facts in the case, and ask him if he would provide
25 a declaration I believe as to those facts.

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1 Q. On May 12, 2021 did you, in fact, speak to
2 Mr. Mitrov regarding him possibly signing a
3 declaration?
4 A. I did.
5 Q. And do you recall what Mr. Mitrov said in
6 response to your inquiry?
7 A. Yes. He said he would agree to provide the
8 declarations if we required it.
9 Q. Okay. And during that conversation on
10 May 12, 2021, did you also discuss some of the
11 underlying facts of his grievance with the State Bar?
12 A. Yes.
13 Q. Did you discuss the fact that Mr. Mitrov had
14 rented a car?
15 A. Yes.
16 Q. And in response to your questioning about
17 the rental car, what did Mr. Mitrov say?
18 A. He confirmed that he had rented the car
19 while he didn't have the Viper, and he also I think
20 at that point told me that he had been reimbursed for
21 the cost of the rental by Mr. Leventhal.
22 MR. GOSIOCO: Thank you. Give me one
23 moment.
24 I'll pass the witness.
25 CHAIRMAN EDWARDS: Mr. Clark?

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1 FURTHER RECROSS-EXAMINATION
2 BY MR. CLARK:
3 Q. Mrs. Watson, when you spoke with Mr. Mitrov,
4 he confirmed that he would provide a declaration, He
5 agreed to provide a declaration if we required it.
6 Is that your testimony?
7 A. Correct.
8 Q. And then was it right after that you sent
9 over a declaration?
10 A. No, I don't think I sent the declaration
11 until a couple of days or maybe the following day.
12 Q. So the following day you prepared a
13 declaration and sent that over?
14 A. Correct. I believe that was correct.
15 Q. So looking at Exhibit E, paragraph 11,
16 "Mr. Mitrov agreed to sign a declaration regarding
17 certain facts in this case." And that's correct?
18 A. Correct.
19 Q. 12, "I have emailed a proposed declaration
20 to Mr. Mitrov and am awaiting his response."
21 That's -- that's what's written here?
22 A. Then it was the same day. I apologize. I'm
23 just trying to think, but, yes, that was the same
24 day.
25 Q. Okay. Because this -- you executed this

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1 affidavit on May 13th of 2021?
2 A. Right. So then, yes, the email would have
3 followed later on the day of the 12th.
4 Q. Okay. And the email, if we go to Exhibit F
5 in which he says, "I will hire a lawyer for this
6 matter reasoning that the decision I want to be left
7 alone," did you get that before you prepared the
8 declaration that's contained in Exhibit E?
9 A. Yes, I did.
10 Q. Is there a reason you didn't mention the
11 email in your declaration in Exhibit E?
12 A. I think it was a misunderstanding. There
13 wasn't a specific reason why I didn't mention it. I
14 think that the timeline to get the declaration done
15 of what I was asked, it wasn't included.
16 Q. You testified in response to Bar Counsel's
17 questioning that your purpose in calling him was to
18 make sure that he got his subpoena and perhaps
19 provide a declaration?
20 A. Correct.
21 Q. And was it conveyed to you why you had to
22 get that declaration?
23 A. My understanding was it was something that
24 had been requested by a panel chair.
25 Q. So your declaration, Exhibit E, is to say,

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1 yes, we're waiting for his declaration --
2 A. Correct.
3 Q. -- in response to the panel chair's request?
4 A. Yes.
5 Q. Okay. Do you see any inconsistency between
6 your Exhibit E, where you say "I have emailed a
7 proposed declaration to Mr. Mitrov and am awaiting
8 his response," which you prepared after he sent you
9 the email saying, "I will hire a lawyer for this
10 matter reasoning for that decision is that I want to
11 be left alone"?
12 A. Well, there's a discrepancy. Mr. Mitrov
13 didn't specifically say in his email that he wouldn't
14 sign the declaration. It was a -- we attempted to
15 reach out to him to see if, you know, at least we
16 provided him with a declaration that he could review
17 with his counsel if he so choose.
18 Q. He says reasoning --
19 CHAIRMAN EDWARDS: Mr. Clark -- Mr. Clark,
20 I'm sorry, I'm struggling to see the relevance here.
21 We've already had Mr. Mitrov testify, so these back
22 and forth about his declaration does not seem
23 relevant to me.
24 MR. CLARK: It goes to the State Bar's good
25 faith, Mr. Chairman, because I think that the email

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1 is inconsistent. The declaration is inconsistent
2 with his email.
3 CHAIRMAN EDWARDS: I'm not sure the State
4 Bar's good faith is relevant to the claims against
5 your client.
6 MR. CLARK: We've already moved once for
7 prosecutorial misconduct, and it's also an
8 affirmative defense.
9 CHAIRMAN EDWARDS: Okay. Can you please
10 hurry it along?
11 MR. CLARK: I will.
12 BY MR. CLARK:
13 Q. Miss Watson, it says in his email, "Again I
14 have nothing else to seek from Mr. Leventhal"?
15 A. Correct.
16 Q. Did you find that to be inconsistent with
17 your anticipation that he would file -- that he would
18 provide a declaration?
19 A. I guess if you look at it, yes, it's
20 inconsistent. Again it was an attempt to, you know,
21 provide him with the declaration in hopes that we
22 would get one in accordance with the panel's request.
23 MR. CLARK: Nothing further.
24 CHAIRMAN EDWARDS: Any further from the
25 State Bar?

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1 MR. GOSIOCO: Just briefly.
2 FURTHER REDIRECT EXAMINATION
3 BY MR. GOSIOCO:
4 Q. Miss Watson, so the declaration that you had
5 executed as Exhibit E in the respondent's exhibits
6 states that you did send him, Mr. -- you did send
7 Mr. Mitrov a declaration for his review, correct?
8 A. Correct.
9 Q. And how did you send the declaration to
10 Mr. Mitrov?
11 A. We sent it, or I sent it both in a Word
12 document format, should he choose to make any edits,
13 and there's a follow-up if he didn't. We sent it in
14 an Adobe Sign version.
15 Q. Okay. And the Adobe Sign version, are you
16 able to see whether or not that was viewed by
17 Mr. Mitrov?
18 A. Yes, it looked like it was viewed, I believe
19 the same day that I had sent it.
20 Q. Okay. And it's your testimony today that
21 the reason you sent Mr. Mitrov that declaration, even
22 after this email when he stated he will hire a lawyer
23 in this matter, is because he didn't outright say
24 that he would not sign a declaration, correct?
25 A. Correct.

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1 Q. And prior to this email being sent,
2 Mr. Mitrov did state to you that he would be willing
3 to sign a declaration; is that right?
4 A. He did.
5 MR. GOSIOCO: Nothing further.
6 MR. CLARK: Nothing further.
7 CHAIRMAN EDWARDS: Mr. Moore, Mr. Lee, any
8 questions for Miss Watson?
9 COMMISSIONER MOORE: No, sir.
10 COMMISSIONER LEE: No questions.
11 CHAIRMAN EDWARDS: Okay. Thank you,
12 Miss Watson.
13 COMMISSIONER MOORE: No questions from
14 Mr. Moore.
15 CHAIRMAN EDWARDS: All right. State Bar,
16 any other witnesses?
17 MR. GOSIOCO: And, Mr. Chairman, if I may
18 inquire again, has Miss Sosa-Avila joined, logged
19 into the Zoom hearing?
20 MS. FAUST: She has not.
21 MR. GOSIOCO: Then at this point,
22 Mr. Chairman, the State Bar rests.
23 CHAIRMAN EDWARDS: Okay. Mr. Clark?
24 MR. CLARK: At this point, your Honor, I
25 would move to dismiss the Amalia Sosa-Avila

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1 grievance. The uncontested testimony, undisputed
2 testimony is that she provided stolen property in
3 which she does not have an interest; therefore, as a
4 technical point, the State Bar cannot prove that
5 Mr. Leventhal took an interest adverse to hers.
6 His mindset, her mindset are no moment. The
7 three items are stolen. She also never paid him for
8 any of this. So she does not have -- he does not
9 have an interest adverse to hers because she has no
10 interest in it. It's a crime for her to even possess
11 it.
12 As I said in my opening, if I intend to
13 steal Mr. Leventhal's soda, but it is in fact my
14 soda, I can believe it's his soda, I can intend to
15 steal it, I can intend to permanently deprive him of
16 it, but I in fact have not done so under the law.
17 And here if he takes possession of something
18 but she has no interest in it, he cannot, under 8.1A,
19 violate that rule. His testimony is undisputed in
20 this regard. He also testified that the drone was a
21 gift. He submitted the declaration in December that
22 it was a gift. In his verified answer he said he
23 disputed that it was paid as a part of collateral.
24 And the State Bar has offered nothing to say that the
25 drone was, in fact, collateral. So we move to

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1 dismiss on that one.
2 CHAIRMAN EDWARDS: Okay. Motion is denied.
3 Would you like to call any witnesses?
4 MR. CLARK: Yes. I will call Mr. Leventhal
5 back.
6 Thereupon--
7 TODD LEVENTHAL
8 was called as a witness by the respondent, and having
9 been previously duly sworn, testified as follows:
10 DIRECT EXAMINATION
11 BY MR. CLARK:
12 Q. You've heard the testimony of Mr. Mitrov?
13 A. Yes.
14 CHAIRMAN EDWARDS: Mr. Clark, can we
15 reposition the camera so we can see him?
16 MR. CLARK: Yes, of course. I'll do that.
17 CHAIRMAN EDWARDS: And, Mr. Leventhal, you
18 understand you're still under oath?
19 THE WITNESS: Yes, sir.
20 CHAIRMAN EDWARDS: Thank you.
21 BY MR. CLARK:
22 Q. You heard the testimony of Zan Mitrov?
23 A. Yes.
24 Q. Do you take issue with any of it?
25 A. Yes.

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1 Q. What do you take issue with?
2 A. So he knew that the car was in the shop. I
3 had the car for two days, it broke down and it got
4 transported to the shop. He knew that it was there.
5 Obviously I had no -- I did not want his cars. I
6 didn't want -- he wanted to give me his Maserati. I
7 didn't want his Maserati.
8 I was looking that he made the victim in the
9 case whole. He owed restitution to a victim that did
10 a favor for him, which was not to go forward in that
11 case. He was looking at being a felon for the rest
12 of his life, and the guy did a favor for him.
13 The victim was Randy Goldberg, happened to
14 be Randy Goldberg. He was the owner of the car, and
15 he agreed to allow Mr. Mitrov to take the misdemeanor
16 and just get him the restitution.
17 I take issue with that. I did not pay him
18 any money, \$5,000 in cash for any reason. That
19 actually goes against me. I don't -- I didn't even
20 know he had actually rented a vehicle. I didn't know
21 he made that claim. He always claimed he had plenty
22 of cars. What other issues are there with him?
23 Q. Thank you. I'll ask. He testified
24 regarding the Maserati and its location when he
25 picked it up?

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1 A. I do remember now that that's correct.
2 We -- the Maserati was taken over, because it had
3 some problems, too, taken over to a shop. And then I
4 went -- when he wanted it, immediately he got into my
5 car, and I remember going to pick it up and he took
6 possession of it.
7 Q. Who took it to the shop?
8 A. I don't know if it was -- I don't remember
9 if it was towed over to the shop because it wasn't
10 running or the person who owns the shop came and got
11 it, but I never drove it. I know I never drove that
12 car. I never sat in that car.
13 Q. Do you know how long after it was delivered
14 that it was sent to -- taken to the shop?
15 A. First of all, it wasn't long at all. And he
16 never had an issue with it being at the shop. It
17 was -- whatever it was, it was getting fixed for him.
18 Q. When is the first time you told him that the
19 Dodge Viper was in the shop?
20 A. Probably within 30 days. I mean, I'm not
21 real good -- I'm not good on the times, but it was no
22 more than 30, 45 days out. And he did ask, and he
23 was asking, and, you know, those text messages, those
24 were spread out I think over time, but then we spoke.
25 We spoke quite a bit over it regarding the Viper. I

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1 didn't keep the Viper, though.
2 Q. Okay. And you never paid him the \$5,000?
3 A. Never paid him \$5,000. Why would I give
4 him -- it doesn't -- he was the one who owed me the
5 money, I didn't owe him the money. So he's saying he
6 was giving me money. He did owe me money. He never
7 gave me \$17,000. I give receipts for everything. He
8 has not -- I don't think he submitted receipts for
9 \$17,000.
10 Q. And you submitted all your receipts for
11 payments he made to the State Bar?
12 A. Absolutely. And I even -- I know one time
13 that he did mention when he was in the car he called
14 me up and said, Listen, if you don't come get the
15 money now, I'm going to be partying with it this
16 weekend. So I went over and I picked up some money,
17 so I remember that. But there's nowhere near \$17,000
18 that he paid me for that.
19 Q. And he never paid the restitution?
20 A. Never paid the restitution at all, which
21 isn't generally on me, it's on my client, but because
22 this client happened to be someone I know, and he did
23 him a favor by not making him a felon or go to prison
24 over it, I felt like it was a, you know, an
25 obligation for him to pay the restitution, that's

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1 all.
2 MR. CLARK: I have nothing further.
3 CHAIRMAN EDWARDS: Great. From the State
4 Bar?
5 EXAMINATION
6 BY COMMISSIONER MOORE:
7 Q. I have a question. Who paid for the
8 Maserati repairs?
9 A. The person who owns the place is a good
10 friend of mine, so nobody paid for the Maserati
11 repairs. I mean, I didn't get a bill on the Maserati
12 because it was a favor for me to get that thing --
13 and the Viper as well. There was no bill for the
14 Viper and no bill for the Maserati. I paid for
15 that, and the towing. I mean, I didn't pay for it,
16 it was just -- friends of mine who owns these, the
17 shops.
18 Q. Okay. That's some good friends there.
19 A. "That's some good friends there?"
20 CHAIRMAN EDWARDS: Does the State Bar have
21 any questions for Mr. Leventhal?
22 MR. GOSIOCO: No questions, Mr. Chairman.
23 CHAIRMAN EDWARDS: Okay. Mr. Lee, any
24 questions?
25 COMMISSIONER LEE: No questions.

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EXAMINATION

BY CHAIRMAN EDWARDS:

Q. Mr. Leventhal, I do have a question. You saw that, the string of text messages from Mr. Mitrov asking for his Viper back, correct?

A. Correct.

Q. And those, they span from February all the way through June, right?

A. I didn't see the dates, but I believe you. Yes.

Q. Okay. And at some point in that period of time you told him that the Viper was at the shop and he could pick it up any time he wanted?

A. That's correct, I did. And then I told him, and then maybe he forgot, maybe he didn't write it down and then he would call me back all of a sudden saying, I need the Viper, man, you know.

But I don't know his, the level of drugs, but I can tell you that he doesn't -- he might be on point on a couple things but all of a sudden he'll like call me or text me and say, I need the Viper, my wife is going crazy, you know, then I would call him back and say it's over there.

Maybe he just -- you know, I left it on him to go get it because I took it over there. The

electrical was not working, they fixed it and it was ready for him.

Q. So after the, you know, say the fifth text message to you saying, I need the Viper back, why didn't you respond back and say, We've already talked about this, it's at the shop, go pick it up any time you want?

A. You mean through text?

Q. Yeah.

A. Yeah. No, I know I talked to him a couple times, but I didn't respond to him in a text all the time. I never said, you know, you can't have it. I never said -- I called him up, I said that's where it was at.

I probably should have done a text, had I known that I needed to create a paper trail that I would be here some day, but, you know, you don't go through life I guess thinking that I need to create a paper trail because I'll be in front of the State Bar to have to prove something, you know.

I mean, how do I defend myself by saying, Why did I do this? I guess there's a lot of things I should have, could have and would have done, right?

CHAIRMAN EDWARDS: Okay. Nothing further. Anything else from counsel?

MR. CLARK: No.

MR. GOSIOCO: None from State Bar.

CHAIRMAN EDWARDS: Okay. Mr. Clark, any other witnesses?

MR. CLARK: Yes. Respondents will call Maribel Godinez. Do we need to take a quick break or not?

CHAIRMAN EDWARDS: Just because we're getting close to the end of the day, I'd love to push forward until somebody needs a break.

COMMISSIONER LEE: I'd love to push forward through if we can finish this up.

MR. CLARK: Okay.

COMMISSIONER LEE: Try to be a little more brief, that would be also helpful.

MR. CLARK: All right. Is the camera on her?

We're ready, Mr. Chairman.

CHAIRMAN EDWARDS: Please swear in the witness. Thereupon--

MARIBEL GODINEZ

was called as a witness by the Respondent, and having been first duly sworn, testified as follows:

DIRECT EXAMINATION

BY MR. CLARK:

Q. Good afternoon. Could you please state your

name and spell it for the record.

A. My name is Maribel Godinez, M-a-r-i-b-e-l, last name Godinez, G-o-d-i-n-e-z.

Q. And, Miss Godinez, how are you employed?

A. I'm employed through Leventhal & Associates.

Q. Okay. And what is your -- what is your job title with Leventhal & Associates?

A. Administrator.

Q. And what do your duties include as administrator?

A. A little bit of everything. I handle the books, answer the phones.

Q. Okay. How long have you been with Leventhal & Associates?

A. About 11, 12 years.

Q. Okay. Do your duties include receiving payments from clients?

A. Yes.

Q. Okay. Do you have any experience with one of the grievants in this matter, Amalia Sosa-Avila?

A. Yes.

Q. What is your experience with her?

A. I just -- when she came in, she dropped off, came in to drop off some collateral. Todd wasn't there so she dropped it with me. She said that it

1 was for Todd until she came in with some payment for
2 her.
3 Q. Okay.
4 A. For her case.
5 Q. And do you recall, if you can, what she
6 dropped off?
7 A. I don't know exactly what she dropped off.
8 She dropped it off in a box, and I just took it until
9 I could confirm with Todd that it was supposed to be
10 just for a payment. I was going to give it back when
11 she came in for a payment.
12 Q. Okay. Did you make a record or inventory
13 what was there?
14 A. No, because I was going to give it back.
15 Q. Okay. Did you have any idea prior to her
16 bringing it in that she was going to bring it in?
17 A. No, not at that moment, no.
18 Q. Okay. Do you know if she brought in any
19 other items?
20 A. Not -- not to me. I don't know.
21 Q. Okay. Not to you?
22 A. No.
23 Q. And generally when do you work during the
24 day at Leventhal & Associates?
25 A. From like 8:00 to 2:00 p.m.

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1 Q. Okay. Did Mr. Leventhal ever express to you
2 what the purpose of those items were?
3 A. Later on he did tell me that she was
4 supposed to drop something off until she brought
5 payment to me.
6 Q. Okay.
7 A. So just to keep it in my office.
8 Q. And then once she brought payment, did he
9 give you any instructions as to what to do with the
10 items?
11 A. She never brought in any payment.
12 Q. Okay. Did he tell you what to do if she
13 did?
14 A. To give it back.
15 Q. Okay. There's been testimony about a drone.
16 Are you familiar with that item?
17 A. I did.
18 Q. What is your familiar -- what do you know
19 about it?
20 A. They -- that one was dropped off to me.
21 Todd wasn't there. It was Amalia, and I believe it
22 was her husband that came in, and they came in and
23 they stated that it was a gift for Todd's son and
24 they were there to drop it off, but Todd wasn't there
25 so I kept it in my office until Todd came.

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1 Q. Okay. Was it your understanding that that
2 was a gift or collateral?
3 A. It was a gift. He said "gift."
4 Q. Okay. Did you have occasion to call her,
5 Miss Amalia Sosa-Avila, to request payment?
6 A. I did, but that was handled by Seidel back
7 then. She would call the clients to try to collect
8 money from them.
9 Q. Okay. Do you know whether or not after the
10 first time there were any other arrangements for her
11 to bring in collateral?
12 A. When I asked Seidel and she puts that -- she
13 said that she was supposed to come in, I know at one
14 point to bring in a thousand dollars, but she never
15 did.
16 Q. Okay. To your knowledge did she ever pay
17 any money toward the retainer?
18 A. No, because all the moneys I keep track of
19 and she never made a payment.
20 Q. Okay. During the time that Mr. Leventhal
21 was retained to the time he withdrew, did she ever
22 make any payments?
23 A. No, she did not.
24 Q. Do you know -- where were these items kept,
25 the items that she did bring in?

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1 A. In my office.
2 Q. Okay. Where in your office?
3 A. I have a little back space where I keep
4 supplies and other items, and that's where I put it.
5 Q. Okay. Did Mr. Leventhal ever tell you that
6 they were supposed to be payment for his retention?
7 A. No.
8 Q. Did -- after he withdrew, do you know what
9 happened to the items?
10 A. Todd had mentioned that he was going to
11 return them to Metro because it was stolen.
12 Q. And you indicated that you didn't keep any
13 record of these items?
14 A. No, I did not.
15 Q. Do you have a recollection as to what was in
16 the box of what she dropped off?
17 A. I know after the fact that there was a, like
18 a purse, and I think it was a ring, and maybe an
19 iPhone, but I don't know exactly what it was.
20 Q. Okay. And how did you learn that after the
21 fact?
22 A. Because when Todd had mentioned that these,
23 some of the items when he was looking through the
24 discovery, that he saw that they were stolen and he
25 needed to return them or give them to Metro.

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1 Q. Did you assist him in that regard at all?
2 A. No, I did not.
3 Q. Okay. Do you know when this conversation
4 took place in relation to his withdrawal?
5 A. I do not.
6 Q. Okay. You don't know if it was before or
7 after?
8 A. After the -- it was before he withdrew.
9 Q. Okay.
10 A. But I don't know dates. I don't remember
11 any dates.
12 Q. It's your recollection it was before he
13 withdrew?
14 A. Yes, I believe so.
15 MR. CLARK: Okay. I'll pass the witness.
16 CHAIRMAN EDWARDS: Okay. State Bar?
17 MR. CLARK: Oh, actually, if I can, I'm
18 sorry, can I -- can I go back in and ask one more
19 question?
20 CHAIRMAN EDWARDS: Sure.
21 BY MR. CLARK:
22 Q. I apologize. There was testimony earlier
23 regarding if the office has a policy on collateral.
24 Do you know if the office -- does the office have a
25 policy on accepting collateral in lieu of a monetary

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1 payment?
2 A. No, we don't because we don't collect
3 collateral.
4 Q. In your 11 years, how often has
5 Mr. Leventhal agreed to take personal property in
6 lieu of cash payments for retention?
7 A. Not that I'm aware of.
8 Q. Okay. In your experience how often does he
9 take collateral as security for payment?
10 A. He doesn't.
11 Q. Okay. Aside from this instance, do you
12 recall any other time he took collateral to secure
13 payment?
14 A. No.
15 MR. CLARK: Okay. I'll pass the witness.
16 Thank you.
17 CHAIRMAN EDWARDS: State Bar?
18 MR. GOSIOCO: No cross from the State Bar.
19 CHAIRMAN EDWARDS: Okay. Mr. Moore, any
20 questions for the witness?
21 EXAMINATION
22 BY COMMISSIONER MOORE:
23 Q. I guess if you have a policy of not taking
24 collateral, and she walks in and goes, Here, this is
25 collateral for my debt, why was it accepted?

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1 A. It was accepted because Todd wasn't there,
2 so I just left it in my office. I was going to run
3 it by Todd.
4 Q. But you said there's a policy, and you've
5 never heard of him taking collateral, and there's a
6 policy that he doesn't take collateral. Why would
7 you run it by him if there's already a policy?
8 A. Well, he wasn't in the office so that I can
9 ask him.
10 Q. That's what a policy is. You don't need to
11 ask him, it's already a policy. So in this
12 instant -- okay. It won't get answered, so, okay.
13 CHAIRMAN EDWARDS: Mr. Lee, any questions?
14 EXAMINATION
15 BY COMMISSIONER LEE:
16 Q. In your experience being at the firm, has
17 the firm ever asked for a written consent from
18 clients before?
19 MR. CLARK: Objection. Vague.
20 Incomplete --
21 CHAIRMAN EDWARDS: Overruled.
22 BY COMMISSIONER LEE:
23 Q. Go ahead. Do you know the answer to the
24 question?
25 A. I was going to ask, a written consent for

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1 what?
2 Q. In any situation. Say if there's a conflict
3 or if the firm is going to take an interest in
4 something with the client, in your experience have
5 you ever experienced --
6 A. If there's a conflict, yes, they -- we
7 usually write it down if there's a conflict.
8 Q. Okay. So in that context you would ask for
9 written consent to waive the conflict?
10 A. Well, in this case I didn't know what the
11 case was about.
12 Q. I'm asking generally. So in general your
13 experience the firm does use forms or devices for
14 informed consent?
15 A. Yes.
16 COMMISSIONER LEE: Okay. Can you show her
17 Exhibit 11?
18 MR. GOSIOCO: Yes, sir.
19 BY COMMISSIONER LEE:
20 Q. Actually, I can do it from -- yeah, do it
21 from your screen, that's fine. This is a letter
22 that's been marked as State Bar's Exhibit Number 11.
23 Have you seen this document before?
24 A. Can you go down? No, I wasn't involved with
25 all the paperwork that was submitted.

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Q. In your experience does Mr. Leventhal draft his own letters or does someone else draft those?

A. Sometimes he drafts his own and sometimes he asks us to do it.

Q. As it pertains to -- are you familiar with the letters or correspondence in this grievance?

A. In some, yes. Some of them I am.

Q. Okay. Do you know if Mr. Leventhal, or some other person, had drafted responses as it pertains to this grievance, not including his attorney?

A. Yes. We had a paralegal that was working before.

Q. Do you know if either Mr. Leventhal or the paralegal drafted this document?

A. No, I don't.

COMMISSIONER LEE: Okay. I have further questions.

CHAIRMAN EDWARDS: Mr. Clark, any follow-up.

REDIRECT EXAMINATION

BY MR. CLARK:

Q. Yeah. Mr. Moore had asked you if there's no policy to accept collateral, why would you need to run it past Mr. Leventhal. Do you recall that question?

A. Yes.

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Q. Why would you -- if that's true, would you ever run it past Mr. Leventhal?

A. I run everything past him.

MR. CLARK: Okay. Thank you.

CHAIRMAN EDWARDS: Okay. Nothing from the State Bar?

MR. GOSIOCO: Nothing, Mr. Chairman.

CHAIRMAN EDWARDS: Okay. Thank you, ma'am. We appreciate your time.

Mr. Clark, any other witnesses?

MR. CLARK: No other witnesses.

CHAIRMAN EDWARDS: Okay. And, gentlemen, remind me, did we, did we agree that we were bifurcating these proceedings?

MR. CLARK: Correct.

MR. GOSIOCO: Yes, sir.

CHAIRMAN EDWARDS: Okay. All right. Would you like to proceed to closings?

MR. GOSIOCO: Yes, sir.

CHAIRMAN EDWARDS: Okay. Again I just ask you both to keep it brief so we can get through both phases today. Thank you.

MR. GOSIOCO: Just briefly, again my name is Gerard Gosioco. As I stated earlier in my opening, lawyers should not take advantage of their clients.

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It is irrelevant as to whether a client is also a friend, but if there's an attorney-client relationship, the rules apply.

As to Miss Sosa-Avila, there are many inconsistencies with the evidence that was shown in Mr. Leventhal's testimony. In his own response to the State Bar's letter of investigation, he stated that the drone, iPhone, Louis Vuitton purse or wallet, and diamond ring were accepted as collateral. Those -- he acquired possessory interest of these items that were adverse to Miss Sosa-Avila.

It is immaterial whether or not these items have been -- were allegedly stolen. And furthermore, in his letter in his response to the State Bar, Mr. Leventhal had stated since the withdrawal date -- since him withdrawing as the attorney of record for Miss Sosa-Avila's cases, he went through the discovery and learned that the items listed, the iPhone, wallet, drone, diamond ring were in the discovery and that's when he discovered that those items were stolen and then he subsequently anonymously turned those items in to Metro.

The evidence shows that when we went over the discovery that were -- that was associated with Miss Sosa-Avila's case, there was no mention of an

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iPhone, there was no mention of a drone, there was no mention of a diamond ring. The only thing that was even remotely mentioned pertaining to those four items was the Louis Vuitton wallet or purse. There was no -- there was never a writing with the collateral.

As the evidence showed in Mr. Leventhal's retainer agreement, there's no language discussing collateral, taking items as collateral for payment. So, therefore, there was no -- there was no writing. The transaction and terms were not fair or were they reasonable to Miss Sosa-Avila. They were not transmitted in writing. She was not given the -- she was not advised in writing as to the desirability of seeking independent counsel, was not given a reasonable opportunity to seek independent legal counsel as it pertained to the collateral.

As Mr. Leventhal testified, he admits in his testimony and his response to the State Bar's letter of investigation that he did accept those items as collateral. Further, there was no informed consent signed by Miss Sosa-Avila as to those items to the terms and transaction of the nature and Mr. Leventhal's role with those collateral items.

Now, as to Mr. Mitrov, there are also

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1 inconsistencies with the evidence. Initially
2 Mr. Mitrov -- Mr. Leventhal had testified that he did
3 not at any point have possession of a Maserati. When
4 Mr. Mitrov took the stand, he testified that
5 Mr. Leventhal did, in fact, have possession of the
6 Maserati for about a month.

7 As to the Viper, Mr. Mitrov testified that
8 Mr. Leventhal did, in fact, have possession of the
9 Viper for almost a year. And he had -- Mr. Mitrov
10 testified that he did file a grievance in June of
11 2020 to get Mr. Leventhal's attention because at that
12 point, after sending Mr. Leventhal numerous texts
13 asking to pick up the Viper, he still had not
14 received the Viper by the time he signed -- submit
15 the grievance to the State Bar. It was only after
16 the submission of his grievance did he speak to
17 Mr. Leventhal and was able to pick up the Viper.

18 Mr. Mitrov also testified that he rented a
19 rental car because he was out of a car. And he also
20 testified that Mr. Leventhal did in fact give him
21 rental car costs for that rental. And Mr. Leventhal,
22 initially when asked, we asked him about a rental
23 car, he said he had no knowledge of it, did not give
24 him money, but Mr. Mitrov's testimony states
25 otherwise.

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1 It does not, as I said earlier, it does not
2 matter that Mr. Mitrov also considers Mr. Leventhal a
3 friend. The fact of the matter is from July of 2019
4 to June 2020, Mr. Leventhal and Mr. Mitrov had an
5 attorney-client relationship. Mr. Mitrov retained
6 Mr. Leventhal as his attorney from that period, and
7 during that period he did allow Mr. Mitrov --
8 Mr. Leventhal to borrow both his Viper and his
9 Maserati.

10 Mr. Mitrov testified that there was never
11 any writing pertaining to either the retention of
12 Mr. Leventhal as his attorney nor was there any
13 writing related to Mr. Leventhal borrowing the Viper,
14 as well as the Maserati; therefore, there was no --
15 there was no writing describing the transaction
16 terms, those terms of him, Mr. Leventhal borrowing
17 those vehicles were not fair and reasonable to
18 Mr. Mitrov.

19 He was out of a car for a year. He did not
20 have access to his Viper for almost a year. He --
21 Mr. Mitrov was not advised in writing to the
22 desirability of seeking or given a reasonable
23 opportunity to seek advice of independent counsel,
24 nor did he give informed consent as to, in writing as
25 to Mr. Leventhal borrowing the Viper and the

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1 Maserati.

2 1.8 states that a lawyer shall not enter
3 into a business transaction with a client or
4 knowingly acquire an ownership, possessory, security
5 or other pecuniary interest adverse to a client
6 unless those three things that I mentioned exist.

7 Mr. Leventhal had a possessory interest in
8 the Viper. He -- Mr. Mitrov did not have it. It was
9 adverse to him. He had the Viper for over -- for
10 almost a year. He had the Maserati for approximately
11 a month.

12 As to Sosa-Avila, again he admits,
13 Mr. Leventhal admits that he accepted the property as
14 collateral and, therefore, he had a possessory
15 interest adverse to those clients. And with that the
16 State Bar submits.

17 CHAIRMAN EDWARDS: Mr. Clark?

18 MR. CLARK: I will say this again, as to
19 Sosa-Avila she has no interest in stolen property,
20 period. And if the purpose of the rule is to prevent
21 overreaching by the lawyer, and that if he's going to
22 take collateral from her, it must be on terms that
23 are fair and reasonable to her, look at the facts.

24 She gave him stolen property. She got free
25 legal representation. He quashed her warrant and

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1 then she stiffed him. I believe those are fair and
2 reasonable terms for her. It is undisputed that
3 those items were stolen. It is undisputed. There is
4 no countervailing testimony or evidence that those
5 items were not stolen.

6 He testified that he looked at the, he
7 looked at the discovery. The Louis Vuitton's in
8 there. There's a cellphone in, which he said that's
9 the iPhone, and when he talked to her about it, she
10 admitted, yes, those items are stolen. He was like,
11 okay, I need to submit that to Metro, and he did it
12 anonymously to protect her rights, as he's required
13 to do under Rule 1.6, confidentiality.

14 If those were her items, why isn't she here?
15 The reason is she's still facing charges, and she
16 doesn't want to waive her Fifth Amendment rights,
17 that's why she's not here. They couldn't find her.
18 They can't reach her.

19 Those items were stolen. And I would submit
20 to you again that if it's a stolen item, it's a crime
21 for her to possess it. She has no legitimate lawful
22 possessory interest in a stolen piece of property;
23 therefore, technically he cannot take a possessory
24 interest adverse to her as a matter of law.

25 You can think, well, he thought he could and

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1 so he did, so he attempted to. That's not what they
2 pled. They pled that he violated 1.8A because he
3 took a possessory interest adverse to her. I'll say
4 it again, I've said it before, if it's stolen, she
5 does not have a legitimate interest that he can be
6 adverse to her on.

7 The State Bar's burden of proof is clear and
8 convincing, which in my brief I say is evidence that
9 establishes every factual element to a high
10 probability. So on Avila Sosa the undisputed
11 testimony is those three items were stolen. The
12 undisputed testimony is that the drone was a gift.
13 Now, yes, he said in his letter that the drone was
14 collateral; however, in his motion for summary
15 judgment he declared under penalty of perjury that it
16 was a gift. In his verified answer he denied that it
17 was collateral.

18 Maribel Godinez testified here clearly,
19 unequivocally that no, no, no the husband and wife
20 came in and that drone was a gift. He can accept a
21 gift. There's no violation of 1.8A for a gift,
22 period. They have no adverse interest because they
23 unsolicited voluntarily gave him the drone. And the
24 State Bar did not plead 1.8C which is accepting
25 gifts. They didn't plead that. They chose just

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1 1.8A. So those four items as a technical matter
2 there's no adverse interest.

3 And again let's step back to the policy
4 reasons for 1.8. So he is not overreaching and he
5 does not take advantage of her. He didn't take
6 advantage of her, she took advantage of him. Again,
7 you know, he quashed her warrant so she wouldn't lose
8 her kids and go to jail, and she never paid him dime
9 one on the \$6,000.

10 And look at the fee agreement where it says
11 she agrees that she has discussed the arrangement of
12 fees with another lawyer, that her signature is
13 informed consent, and she agrees to it. And she had
14 done that after she said, I'll just give you property
15 right now so that we can get you going. And he said
16 fine. He didn't keep it, he didn't benefit from it,
17 he didn't profit from it. There was no overreaching
18 on her. He didn't gain any unfair advantage. He
19 didn't engage in overreaching her. He just said,
20 fine, I'll take it but you've got to pay me money.

21 Every time they called her they said, You've
22 got to pay us money. They were expecting a thousand
23 dollars in April and what she came in was with
24 another piece of property. That wasn't their
25 agreement, so he did not knowingly accept it. He did

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1 not -- so he couldn't have given her, you know, a
2 preapproval or a pre-disclosure, he didn't even know
3 it was coming in. In fact, he didn't know what was
4 coming in at all.

5 But apparently no good deed goes unpunished
6 because even though he did the work for her, he never
7 got paid for it. And when he found out it was
8 stolen, he turned it over to the police anonymously
9 to still protect the rights of his nonpaying client.
10 The State Bar now insists that it's a possessory
11 interest and we have to challenge him for it. No,
12 technically it's not a violation. Policy-wise it's
13 not a purpose of discipline.

14 As to Mr. Mitrov. Mr. Mitrov. Todd
15 testified he never gave him \$5,000, which is curious
16 because Mr. Mitrov testified that he didn't rent the
17 car because of Mr. Leventhal's action. So when the
18 State Bar says, well, there's this \$5,000, it's of no
19 moment. It's not adversity.

20 He said, I just -- I rented it because the
21 Maserati didn't have air conditioning. I didn't rent
22 it -- I didn't rent the vehicle because of Todd, and
23 I never asked him for it back. I never asked him to
24 pay for it, he did that out of the kindness of his
25 heart. Todd disputes that. He never paid him

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1 \$5,000. We don't know where Mr. Mitrov is coming up
2 with that, but Todd never paid him. Frankly if he
3 did pay him, he would have said so. Like, look, I
4 mitigated this problem, I paid this money.

5 But Mr. Mitrov submitted that. He never
6 told the State Bar that it was paid until last week.
7 I submit that's a ridiculous statement. He's given
8 different versions of where he is. He wanted to
9 withdraw the grievance way back in September. Said,
10 look, I want out of this. I'm not harmed here, it's
11 a misunderstanding, just let me go home. He's not
12 out anything. He's not injured or damaged. He's,
13 like, look, I'm fine. It was a favor. He didn't
14 give him -- let him use the Viper because he was his
15 lawyer, which is the purpose of 1.8.

16 And the legislative history says that if the
17 lawyer -- if the client feels compelled to do that,
18 then the attorney is using their fiduciary
19 relationship for an improper purpose and they're
20 overreaching. That's not what he did here. He said,
21 look, I know him, I just let him use it.

22 As to the Maserati, Mr. Mitrov specifically
23 denies the State Bar allegations regarding any
24 exchange of transaction or any use of the Maserati.
25 He said, look, I don't even know if he even sat in

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1 it. I don't even know if he drove it. And as to
2 both vehicles, at least the Viper, he says, look,
3 when I went and picked it up, it looked like it had
4 never been driven, which supports Mr. Leventhal's
5 testimony that, look, yes, I drove it once. I drove
6 it to Pahrump, I came back and it failed and then I
7 had it towed into the shop, okay, but he didn't have
8 it.

9 He said, go get it, it's at the shop. He
10 didn't have possessory interest in it, it was at the
11 shop. There was nothing keeping it at -- from
12 Mr. Mitrov going to get it at the shop and taking it
13 home. There's no evidence that Mr. Leventhal had it
14 for a year, it was in the shop. And Mr. Mitrov could
15 have picked it up at any time.

16 Mr. Mitrov is all over the place on his
17 testimony, his sworn testimony. He wanted to -- he
18 wanted his grievance withdrawn in September. He
19 wanted his grievance withdrawn in December. And
20 in -- last week he says, look, I don't want anything
21 to do with this. I have no other beef with
22 Mr. Leventhal. I want nothing from him.

23 So the purpose of 1.8 is to protect the
24 clients, he doesn't have a problem with
25 Mr. Leventhal. He's all square and fine.

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1 Mr. Leventhal even got him a deal on restitution,
2 kept it out of the court records, and he never even
3 bothers to pay it, but again no good deed goes
4 unpunished, and now Mr. Leventhal is standing here
5 having not profited a dime off of any of this and is
6 facing charges.

7 I would submit to you that on Amalia
8 Sosa-Avila it is not a violation as a matter of law.
9 I would submit to you that as to Mr. Mitrov, it's not
10 a violation either because it wasn't formed by -- it
11 wasn't compelled by the attorney-client relationship.
12 He did it as a favor for a friend. So I'd submit on
13 that. Thank you.

14 CHAIRMAN EDWARDS: Thank you. Anything else
15 from the State Bar?

16 MR. GOSIOCO: Just briefly, Mr. Chairman.
17 As to Miss Sosa-Avila, as Mr. Clark had stated, they
18 said the evidence shows that the items alleged -- the
19 items dropped off as collateral, the drone, Louis
20 Vuitton purse, the iPhone, and the diamond ring were
21 proven to be stolen; however the evidence shows,
22 based on the police report, the discovery, that
23 Mr. Leventhal testified to, and he also wrote in his
24 response that he admits that he reviewed and signed
25 that all those items were collateral. He testifies

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1 that they were all -- he accepted those as
2 collateral.

3 And just briefly as to the cellphone,
4 Mr. Clark argues that the discovery associated with
5 Miss Sosa-Avila's criminal case listed a cellphone;
6 however, the only mention of a cellphone was under --
7 it stated type: Miscellaneous, in parenthesis,
8 cellphones, bicycles, worthless doc, items not
9 listed, and then there was a description. The
10 description said one Discover card, red, white and
11 blue was used at a Home Depot and gas. The
12 "miscellaneous" is simply a drop-down menu to
13 classify the items.

14 MR. CLARK: I'm going to object to that.
15 That evidence is not -- that testimony is not in
16 evidence that it's a drop-down menu.

17 CHAIRMAN EDWARDS: Overruled.

18 MR. GOSIOCO: Essentially the description of
19 that states, does not state a cellphone at all,
20 merely right above the description it states "type."
21 And so one can -- one can logically conclude that
22 that's just a type of item that was associated with
23 the alleged crime, and the description itself was
24 actually a Discover card, not an iPhone. And with
25 that the State Bar submits.

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1 CHAIRMAN EDWARDS: Thank you. Mr. Moore,
2 any questions for counsel before we go into
3 deliberations?

4 COMMISSIONER MOORE: No, sir.

5 CHAIRMAN EDWARDS: Mr. Lee, any questions?

6 COMMISSIONER LEE: Question for Mr. Clark.
7 If we look at Rule 1.8, and it specified intent as
8 knowingly as one of the standards, is the issue the
9 question of intent at the time of the transaction, if
10 there's a business transaction, or a knowingly
11 acquisition of a security interest at the time of the
12 transaction? And if your answer is just simply what
13 you've already said related to the stolen property, I
14 already understand that, just go ahead and say that,
15 but if you have something new to add, let me know.

16 MR. CLARK: Well, I would submit there's no
17 business transaction at all because there was no
18 moneys that were attached or changed hands. And as
19 to knowingly acquire, I -- my emphasis is again on
20 adverse to the client, by definition it cannot be
21 adverse to stolen property as she has no interest in
22 it.

23 COMMISSIONER LEE: Okay. So the same answer
24 that you had before. I understand.

25 Then for Bar Counsel, you know, this is a

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different type of case than I've seen before. Like, what exactly is the suggestive discipline under the ABA standards that you would be looking for?

CHAIRMAN EDWARDS: Mr. Lee, we're going to first deliberate as to whether there was a rules violation. To the extent there is, we will come back and discuss possible sanctions.

COMMISSIONER LEE: Okay. I understand. Like, generally in these screening panels it's part of the argument, so I was a little confused.

CHAIRMAN EDWARDS: Sorry, I should have made that more clear.

Anything else?

Okay. Kristi, can you kick us out into our private room please.

MS. FAUST: I will put you in the room right now.

(A recess was taken.)

CHAIRMAN EDWARDS: Okay. We are back on the record after the panel has deliberated as to whether there was a violation of the rules. As to Count 1, the panel has unanimously found that there was a violation of Rule 1.8A.

In Exhibit 11 the respondent confirmed that he reached an agreement with the client to accept

collateral. At that point in time he had an obligation to comply with Rule 1.8A to obtain informed and written consent from the client with regard to the security agreement. He failed to do so.

We have not seen any legal authority and we don't think it makes sense that the attorney can be relieved of his ethical obligation under Rule 1.8A if it is later discovered that the property happened to be stolen.

As to Count 2, by a vote of two to one the panel has concluded there was a rules violation, a 1.8A violation as it relates to the Viper. The respondent's possession of the Viper became adverse when the client repeatedly demanded its return and the vehicle was not returned. At that point in time the obligation, Mr. Leventhal had an obligation to comply with Rule 1.8A. Given the lack of any written informed consent from the client at that point in time, we find a rules violation.

We find unanimously that the State Bar has not reached its burden as it relates to the Maserati.

So that's our ruling. If we can take a five-minute break, be back here to start the second phase. And again, Counsel, I'd ask you to do what

you can to streamline this as much as possible so we can finish this today please. Off the record please.

(A recess was taken.)

CHAIRMAN EDWARDS: We are back on the record for the second phase of this disciplinary hearing.

State Bar?

MR. GOSIOCO: Thank you, Mr. Chairman. In light of the panel finding violations of, two violations of Rule 1.8A, the State Bar would move to admit and publish to the members of the panel Exhibit 2, which is the affidavit of prior discipline for Mr. Leventhal.

CHAIRMAN EDWARDS: Mr. Clark, any objection?

MR. CLARK: No objection.

CHAIRMAN EDWARDS: Exhibit 2 is admitted.

(Thereupon Complainant's Exhibit 2 was admitted into evidence.)

MR. GOSIOCO: Thank you, Mr. Chairman. Now, as to the suggested punishment, the ABA annotated standards for imposing lawyer sanctions, that's the standards we go by. For this conduct we are looking at standard 4.32 which states, Suspension is generally appropriate when a lawyer knows of a conflict of interest and does not disclose to a client the possibly effect of that conflict, and

causes injury or potential injury to a client.

And the book also states that knowledge is the conscious awareness of the nature or attendant circumstances of the conduct but without the conscious objective or purpose to accomplish a particular result.

Right in the rule of 1.8A that rule states that lawyers shall not enter into a business transaction with a client or knowingly acquire a possessory ownership, security, or other pecuniary interest adverse to a client; therefore, as a -- since there was a violation of 1.8, and based on Mr. Leventhal's conduct, he knowingly acquired a possessory interest adverse to both Miss Sosa-Avila as well as Mr. Mitrov.

Now, once we have the standard, the ABA suggests that we are to look at any aggravating or mitigating circumstances which apply, and those factors are codified in Nevada Supreme Court Rule 102.5. As to the aggravation, SCR 102.5 sub 1, the State Bar believes that the following, the following aggravating factors apply to this instant proceeding. First, sub 1A, which is prior disciplinary offenses.

I see that Kristi had just circulated the affidavit of prior discipline. And based on this,

there was a public reprimand issued to Mr. Leventhal on August 23, 2016 for violations of RPC 1.5, fees; 1.7, conflict of interest to current clients; 1.8, conflict of interest to current clients: Specific rules; 5.4, professional independence of a lawyer; and 8.4, misconduct.

And just a SparkNotes version of the public reprimand. Mr. Leventhal was retained by a Charlene Ellis. There was a flat fee retainer agreement executed between Mr. Leventhal and Miss Ellis. The fee agreement stated that the fee was nonrefundable and was, quote, fully -- paid in full by issuance of quitclaim deed, APN 41-471-13, Nye County, Nevada without encumbrance.

In that public reprimand it states that, "The nonrefundable fee agreements and subsequent deed transfer failed to comply with the rules of professional conduct, as well as the guidelines set forth in the State Bar of Nevada Standing Committee on Ethics and Professional Responsibility Formal Opinion 15 and 37."

It also stated that Mr. Leventhal "failed to reasonably explain the terms of the fee agreement to Ellis in a manner she could properly understand, and you failed to provide Ellis a reasonable opportunity

to retain the advice of independent counsel as to whether it would be in her best interest to enter into the agreement.

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

The State Bar also believe that sub 1B applies, dishonest or selfish motive; 1C, a pattern of misconduct; sub G, refusal to acknowledge the wrongful nature of conduct; and sub I, substantial experience in the practice of law. It looks like Mr. Leventhal was barred here in the state of Nevada September 25, 2003.

And as to mitigation, Supreme Court Rule 102.5 sub 2, the State Bar finds that there are no mitigating factors that apply in this case. And the State Bar also did want to briefly touch upon Supreme Court Rule 102.5 sub 2 sub C which states that factors which should not be considered as either aggravating or mitigating factors including sub C, withdrawal of grievance against the lawyer.

Taking all of that into consideration, the State Bar would recommend that the panel impose a one- to two-year suspension for Mr. Leventhal, or whatever term that the panel sees fit, as well as to impose Supreme Court Rule 120, costs, for the suspension. And with that the State Bar will submit.

CHAIRMAN EDWARDS: Okay. Mr. Clark?

MR. CLARK: Thank you, Mr. Chair. The State Bar is essentially telling you that for this conduct Mr. Leventhal is a threat to the public. He's a threat to his clients. And look at what he's done. The purpose of 1.8 is to prevent overreaching, taking advantage. As he says in his -- in the ABA standards, cause injury or probable injury to the client.

I would submit to you that on Amalia Sosa-Avila there utterly was no injury to her. There was no injury at all. There is no selfish or dishonest motive to that. He took collateral so that she would pay him. She never paid him. He wasn't looking to get these items. He wasn't looking to get, you know, the Hope Diamond with this. He was going to give it all back to her, and that's undisputed testimony.

The panel has found that he, regardless of

whether it was stolen, he should have followed the forms of 1.8, and I would still submit that his fee agreement does that. But more importantly if this is a violation, if accepting as collateral ultimately stolen property is a violation, I would submit that this is a technical one at best. I still disagree. I think it's been a law, it isn't but the panel has found that it is.

But what's the sanction for that? She came into his office crying. She was in warrant. She was going to lose her children. He said, Okay, fine, I'll represent you. He gets the warrant quashed and she says, I can't pay you now but I'm going to give you something to get you started. He goes, okay, fine. Should he have done that? No. Is he going to do that again? No. But he didn't profit from this, from this collateral. He didn't -- he didn't take advantage of her from this collateral.

So as I said in my trial brief, the sanction must fit the violation, and it must be individually tailored. And but this one for Amalia Sosa-Avila, there was no selfish motive. He didn't get any money off it. He wasn't looking for money. He was looking to get her out of warrant, to quash the warrant so she wouldn't go to jail, but he wanted her to pay

1 him. She never paid him. So what did he do? He
2 didn't get paid but yet he still got her out of
3 warrant. He still got her free. That's what he did.

4 And then what else did he do in mitigation?
5 When he discovered that they were stolen property,
6 and that is an undisputed fact, he did the right
7 thing and turned it over to the authorities, again
8 without saying who he got it from so he could protect
9 his client, who again never paid him.

10 She was not injured here. She benefitted
11 here. He's the one who's left being punished. She's
12 not even being punished for possession of stolen
13 property. He's the one being punished because he
14 helped her out and got her out of warrant.

15 We can have a disagreement as to whether or
16 not this is a violation at all; however, if it's a
17 violation, I would say in the scheme of things in
18 what we need to teach the Bar, what we need to teach
19 our members, and what we need to teach the public,
20 this is not worthy of a suspension. It just isn't.

21 He didn't follow the forms, and she gave him
22 stolen property. He's got to live with that, and
23 that's what he's doing now. But it's not like he's a
24 predator out there taking advantage of her. He
25 got -- he got set up on this one. He shouldn't have

1 done it. He should have followed the forms. He
2 should, you know what, you know, I don't -- I don't
3 do collateral any more. I don't do any of this. I
4 don't do anything but money, and she would have gone
5 to warrant and she would have been arrested and she
6 would have lost her kids. Instead he said, I'll help
7 you out. And he did what he was retained to do,
8 wasn't paid for it, but he did what he was retained
9 to do. There's no selfish motive here.

10 As to Zan Mitrov, he testified that he did
11 this because he was his friend. He didn't testify
12 that Mr. Leventhal used his good offices to impose
13 this on him. And remember what he said. He said, I
14 didn't rent -- I didn't rent the Escalade because he
15 had the Viper, I rented it because I chose to. I
16 chose to rent it. So it's not like his violation
17 caused that impact.

18 And he had the Maserati back. And the panel
19 found there was no violation of that. So he chose on
20 his own to rent the Escalade. And then what's he do?
21 He puts -- he puts that bill into his grievance to
22 get Mr. Leventhal's attention, as he says. And then
23 he says, And now we're all good. He goes, I didn't
24 ask him for the money back, he agreed to pay me.

25 We again still don't know what he's talking

1 about. He didn't pay him. But Mr. Mitrov did this
2 on his own accord. It's not that like Mr. Leventhal
3 abused his office and put pressure on Mr. Mitrov.
4 Mr. Mitrov said he didn't feel any pressure. So,
5 yes, he borrowed the car. He didn't know how long he
6 had it. He drive it once. Mr. Mitrov said it looked
7 like it had never been driven. It was in the shop.
8 It didn't deprive him of a car because he said he
9 always had a car. He had the Maserati.

10 So, yes, did he take a possessory interest
11 in this? You found that he has. I would submit to
12 you that it's among these two, one who buys and
13 drives vintage cars and Mr. Leventhal, this is not a
14 suspension-worthy event. He's not a predator. He's
15 not out there needing to be removed from the practice
16 of law.

17 And remember what he did for Mr. Mitrov. He
18 got him a good deal when he was facing felonies. He
19 got him -- he got it reduced. He got him a deal for
20 restitution outside the order so it couldn't be court
21 enforced, and Mr. Mitrov walked away from that. He
22 said, I'm not even going to pay that.

23 So he did what he was retained to do. He
24 did it well. He didn't benefit financially from
25 this. He got to drive the car once, and then it was

1 in the shop and he, you know, I guess he forgot about
2 it. But should he have filed the forms? Yes. Okay,
3 you should have filed those forms. But this is not a
4 suspension-worthy infraction because the impact on
5 the consequences are not suspension-worthy.

6 He received a public five years ago on many
7 violations, and this is what he agreed to, this was a
8 conditional guilty plea, he pled to this, he agreed
9 to -- he accepted responsibility for it. He said,
10 I'll take my lumps for this. It wasn't contested.
11 He didn't fight it, he agreed to it.

12 And there was a 1.8 violation there, but all
13 the other ones are not present here. It's just a 1.8
14 violation. And that was a house, this is stolen
15 property and the temporary use of a car. I would
16 submit to you that he is not -- he's not getting
17 worse. He is not down this road and not learning
18 from his mistakes and getting worse such that we have
19 to ramp up the suspension, ramp up the discipline for
20 a suspension.

21 What he's doing is he's got these two small
22 matters. It's not like he had the last time with the
23 house for which he got a public, all right. He
24 agreed to a 1.8 violation for a house and got a
25 public.

1 Here he's got a 1.8 violation for accepting
2 as collateral stolen property that he later turned
3 over to the police and for driving a vehicle from a
4 client who never thought it was part of his
5 representation and didn't even miss the car. He
6 wanted it back, but it didn't prevent him from
7 driving the other cars.

8 So we would submit that this is not a
9 suspension case. We would submit that this is,
10 frankly, a letter of reprimand case, at most a
11 public, but I think it -- I don't -- it does not
12 rise -- he's not a threat to the public here. He's
13 not demonstrated that he's a threat to the public.
14 He was doing them a favor. He did them good work.

15 And I think that under these circumstances,
16 under what he was found guilty and what his
17 violations are, it does not land in suspension.
18 Thank you.

19 CHAIRMAN EDWARDS: For the State Bar?

20 MR. GOSIOCO: Nothing further, Mr. Chairman.

21 CHAIRMAN EDWARDS: Mr. Clark, I guess my gut
22 reaction is in light of this 2016 public reprimand
23 for, at least in part the same violation, it seems to
24 me that that did not work to deter respondent's
25 conduct in this situation. He got reprimanded for

1 taking property from a client without going through
2 the, without complying with the Rule 1.8, and then
3 just a few years later he's doing the exact same
4 thing. And I guess my concern is a reprimand
5 apparently wasn't enough the first time, but talk me
6 through that.

7 MR. CLARK: I would -- thank you, Mr. Chair.
8 I appreciate the chance to respond to your concerns.
9 Remember that the public reprimand was for a host of
10 violations: 1.8, 1.5, 5.4, 8.4 and then warranted a
11 public. And again for the narrow 1.8, it was a
12 house. She signed over the deed to a house.

13 And, I mean, if you look up possessory
14 interest, that always comes up with a property
15 interest. And, in fact, that's what happened here.
16 So he's not doing that again. It's not -- it's not
17 the same equivalency of getting a house signed over;
18 whereas, here he says, Fine, I'll quash your warrant,
19 and if you want to give me collateral until you get
20 the money to pay me, I'm okay with that. Or, fine,
21 I'll defend you in this felony as long as you pay the
22 restitution and can I drive your car. He didn't kick
23 anybody out of their house.

24 I would suggest -- and, again, if this is
25 the only violation, I would submit to you that he has

1 learned from that one. It's certainly not on that
2 scale. And I still maintain I think they're very --
3 they're quite technical. It's not an equivalent and
4 it's not amplification of his prior misconduct, so he
5 has learned.

6 He is learning and this is nowhere near of
7 the scope of that misconduct, nowhere near the scope
8 of that client harm. And in this case, again, he was
9 helping his clients. He did good work for his
10 clients; whereas, in the other one, the prior public
11 reprimand talks about, well, did he actually follow
12 through on it. Here he did. He did his job.

13 And the Avila Sosa one, he did it without
14 pay. And in the Zan Mitrov one he actually didn't
15 get fully paid on that one either, and neither did
16 the victim get their restitution. But he did his
17 job.

18 So that's why I would say -- you could say,
19 well, we have to take a step up because it's the same
20 violation, I would submit to you that it's not the
21 same violation. It's the same rules violation, but
22 the characteristic of the two are very different.
23 And because this one is such a diminished one, these
24 two, it doesn't warrant an escalation of discipline
25 that the State Bar wants, suspension, a two-year

1 suspension which would require him to apply for
2 reinstatement, so that adds another 18 months to it.
3 So I would submit on that. Thank you.

4 CHAIRMAN EDWARDS: Mr. Clark, I apologize if
5 I missed it, but do you have a recommended sanction
6 that we should consider?

7 MR. CLARK: I'd recommend -- I think for
8 Avila Sosa I think it should be a caution. It's a
9 technical violation, but the panel is empowered to
10 say even with a violation we can impose no sanction,
11 but a caution. This is -- this is an odd one, I
12 would submit to you. And as for Zan Mitrov, I would
13 think a reprimand in that regard would be sufficient.

14 CHAIRMAN EDWARDS: Okay. Mr. Moore, any
15 questions?

16 COMMISSIONER MOORE: No sir.

17 CHAIRMAN EDWARDS: Mr. Lee?

18 COMMISSIONER LEE: I also echo Mr. Edwards'
19 concern related to the prior discipline. I didn't
20 hear you address the aggravating or mitigating
21 circumstances, you know, category by category like
22 Bar Counsel did, other than perhaps the prior
23 discipline. If you want to put anything on the
24 record related to the aggravating or mitigating
25 circumstances, that would probably be helpful.

MR. CLARK: Okay. I thank you for that.
Under 102.5(2), circumstances in mitigation, absence
of a dishonest motive or -- dishonest motive, either
way. Absence of a selfish motive in Miss Sosa-Avila.
You can argue that he did act out of self interest
for the vehicle.

No personal problems. I think he did make
timely, good faith efforts to rectify the
consequences of his misconduct with Sosa-Avila. He
found out they were stolen and he returned the stolen
property to the police so they could do the right
thing. And, again, she's gone.

Full and free disclosure to the disciplinary
authority. Yes, I took the collateral. Yes, I
borrowed the car to drive it. He didn't hide that.
He was not unforthcoming with the State Bar. I know
the panel has problems with while his response said
one thing, which was more damning than what he said
under oath, but I think the fact that he didn't, you
know, the drone was not part of this, and his
assistant confirmed that, that just goes to his, you
know, he just dismissed it.

But when the truth was told when he filed
his verification, he files his declaration he said,
look, I didn't take the drone as collateral, it was a

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gift. And there's nothing to dispute the fact that
it was, in fact, a gift, other than his misstatement
in his letter to Louise Watson.

I think his character and reputation came
out when he said he's been practicing here since, you
know, 2000. He was a U.S. Attorney. He, you know,
worked for Kamala Harris. He, you know, he's been a
prosecutor. He's been a longtime criminal defense
attorney. He does good work.

I don't believe there's any delay in the
proceedings. I think he does have remorse. You
talked to him when he said, look, you know, he's
still concerned that he's the only one being punished
for the stolen property. He's still concerned that
Mr. Mitrov said, look, we're all good, we're all
good, I don't want to do anything else, and he's
still being punished for that or being disciplined
for that.

But I think he does realize that, look, you
know, I won't -- I won't do this anymore. I'm sorry
I did it, if I didn't spell this out, you know, in
2020 when time stands still, I'm -- you know, he's
like I probably should have, and that's on him and
now he's going to have to live with that.

So I think those are the mitigating factors,

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as said along with what actually landed on the
clients, along with what work he did do for them,
along with the fact that he didn't really profit from
this at all. Okay, he drove a car once, twice. I
don't see that there's a real monetary profit from
that. And from Miss Sosa there was nothing. He got
nothing. He worked for nothing.

So those are the mitigating factors as I see
them. Thank you for letting me do that.

COMMISSIONER LEE: Thank you. No more
questions.

CHAIRMAN EDWARDS: I have a question for the
State Bar. You heard Mr. Clark suggest (inaudible).

THE REPORTER: I'm sorry, Mr. Edwards. I
couldn't hear you. Can you repeat that?

CHAIRMAN EDWARDS: Sorry. Can you hear me
better now?

THE REPORTER: Yes.

CHAIRMAN EDWARDS: Okay. Mr. Clark
suggested one type of penalty for Count 1 and another
penalty for Count 2. I'm looking at the, I call it
the cheat sheet, or I guess the jury verdict form
that the state Bar usually circulates, and footnote 1
says the ultimate sanction imposed should at least be
consistent with the sanction for the most serious

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instance of misconduct among a number of violations.

I guess do you agree with Mr. Clark that we
can do I guess two -- one type of sanction for Count
1 and a different type of sanction for Count 2 or do
they need to be combined? What's your take?

MR. GOSIOCO: Thank you, Mr. Chairman. And
my position on that is I believe that both instances
with regard to Miss Sosa-Avila and Mr. Mitrov are
very similar in nature. I think that it would be an
error to apportion one type of discipline for
Miss Sosa-Avila and one different sanction for
Mr. Mitrov. I think because the nature of both
grievances are very similar, both 1.8 violations,
both very similar as far as the rule violation, I
believe that there should be just one sanction for
both violations.

CHAIRMAN EDWARDS: Okay. Mr. Clark, any
response to that?

MR. CLARK: As I put in my brief, ABA
standard 1.3 says that the sanctions must be
tailored. We've looked at these -- these have been
tried as separate violations. They're not
intertwined. Mr. Mitrov showed up, you know,
Miss Sosa-Avila did not show up. I think they're
clearly distinct. They clearly have different

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1 impacts on the client.

2 So I think -- I certainly think you can. I
3 certainly think that that's a measured thing to look
4 at because the sanction must conform to the
5 violation, and it must conform to the attorney's
6 individual conduct in each. So I think -- I think
7 it's perfectly acceptable to do that.

8 CHAIRMAN EDWARDS: Okay. Mr. Moore,
9 anything else?

10 Mr. Lee?

11 COMMISSIONER LEE: Bar Counsel, it seems to
12 go from a public reprimand to a two-year suspension
13 is quite a jump. How do you justify the two-year
14 suspension? And if you've already addressed it, I
15 appreciate that, it just seems to be quite a jump.

16 MR. GOSIOCO: Right. Thank you. And as
17 Mr. Edwards and you had stated, our concern is
18 essentially in 2016 Mr. Leventhal had received a
19 public reprimand for numerous violations but
20 including -- one of them being the same exact RPC
21 violation that we are, you know, discussing today. I
22 think that the State Bar, the State Bar's goal is
23 really to protect the public, not necessarily punish
24 the lawyer.

25 But as the panel members had stated, 2016

1 was not that long ago. The evidence in this case
2 states that Mr. Mitrov retained Mr. Leventhal in
3 2019, I believe that was the same case for
4 Miss Sosa-Avila, but he was already reprimanded in
5 2016, and one of those violations was for 1.8
6 violation. And in that order it mentioned
7 essentially the same things here, he didn't inform
8 the client reasonably of the terms in writing, didn't
9 have the opportunity to seek independent counsel,
10 there was no informed consent.

11 So it's clear that Mr. Leventhal didn't
12 learn from this public reprimand. And as far as the
13 State Bar's recommendation, as I stated, I believe a
14 one- to two-year suspension would be appropriate, or
15 whatever the panel deems is appropriate in this case.

16 COMMISSIONER LEE: I have no more questions.

17 CHAIRMAN EDWARDS: Okay. Anything else,
18 Mr. Clark?

19 MR. CLARK: I would just say that the cases
20 that talk about violations of 1.8 speak to business
21 transactions, they speak to getting loans from
22 clients on sweetheart terms, they speak to, you know,
23 taking advantage of clients. And I don't think in
24 these two cases you have that. You don't have -- I
25 mean, what's the cost of the car? There's no cost to

1 collateral because nobody kept it. The cost was to
2 him.

3 So the fact that he, well, he didn't learn
4 from prior mistake, this isn't that mistake. It's a
5 1.8 violation but there's a whole range of 1.8
6 violations. You have to look at, you know, what
7 actually happened, and you have to look at, you know,
8 what is this worth. What would we have to do here to
9 protect the public? What would we have to do here so
10 that other lawyers don't do this, you know, don't
11 take collateral and then get their client out of
12 warrant and then get stiffed. You know, borrow a car
13 for a while but then give it back.

14 And I don't think -- I just -- I don't think
15 that in order to send a message, in order to correct
16 his behavior that you have to, you know, put him on
17 suspension for two years. I don't think this is -- I
18 just -- I don't find a suspension is appropriate for
19 what you need to correct, let me put it that way.

20 You don't need to suspend him and take him
21 out of circulation, remove his livelihood in order to
22 say, you know what, don't take collateral, you know,
23 and then turn around, you know what, you know, have
24 your clients, if they're going to lend you a car on
25 their own accord, not as a lawyer, you know, put it

1 in writing, okay. Just remember to do that so that
2 your clients can have a more informed consent. Just
3 do that.

4 But at the end of the day these are
5 violations of the forms. But it's not the injury, I
6 would submit to you, that the rule is designed to
7 prevent on a larger scale that would bring disrepute
8 to lawyers and disrepute to the integrity of the
9 legal system, you know, that a big loan would do or
10 frankly even, you know, getting the house. This is
11 not that -- this is not that violation. It is the
12 same violation, it's not the same severity of
13 violation. Thank you.

14 CHAIRMAN EDWARDS: All right. Thank you.
15 We will -- did the State Bar have something they
16 wanted to say in response?

17 MR. GOSIOCO: Yes, if possible,
18 Mr. Chairman. Just -- just one minute. I would like
19 to comment on the mitigating factors that Mr. Clark
20 had mentioned in response to panel member Lee's
21 injury.

22 Mr. Clark mentioned several mitigating
23 factors under SCR 102.5 sub 2. The State Bar
24 disagrees with each one of those mitigating factors,
25 but specifically I just did want to point out two,

particularly 102.5 sub 2 sub C, which is personal or emotional problems.

I believe what I heard Mr. Clark testify -- state was that Mr. Leventhal does not have any personal or emotional problems. If my -- if that's -- if that was a correct statement by Mr. Clark, then I would, I would argue that sub C does not apply as mitigation.

MR. CLARK: I didn't say that it did. I'm sorry, if I misspoke, I apologize. I didn't say that it did. I say, well, he doesn't have personal or emotional problems. I was just talking out loud. I apologize if I was confusing.

MR. GOSIOCO: Okay. Then I'll move on. And then the next subsection, sub D, a timely good faith effort to make restitution or to rectify consequences of misconduct. Our position is that Mr. Leventhal did not make timely good faith effort to make restitution or to rectify the consequences of his misconduct, especially for Mr. Mitrov.

Mr. Mitrov, as we saw in his -- heard in his testimony that he asked numerous times to get the Viper back. We saw the text messages of the numerous text messages to Mr. Leventhal from Mr. Mitrov asking for the Viper back, and it was only until Mr. Mitrov

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filed a grievance against Mr. Leventhal that Mr. Leventhal returned the Viper. And so, therefore, the State Bar's position is sub D especially should not apply as a mitigating factor. And with that the State Bar submits.

CHAIRMAN EDWARDS: What about full and free disclosure?

MR. GOSIOCO: I'll submit to that. I have no comment to that.

CHAIRMAN EDWARDS: Okay. Thank you. Let's go off the record.

(A recess was taken.)

CHAIRMAN EDWARDS: We are back on the record. The panel has now deliberated on the penalty phase of this proceeding. We started analyzing the lawyer's mental state, and we believe the mental state was knowingly. The respondent knowingly agreed to accept property from Miss Sosa-Avila as security but didn't comply with 1.8 and knowingly kept possession of Mr. Mitrov's Viper after he repeatedly asked to have it returned.

As for injury, as to Miss Sosa-Avila we find little or no injury because the property that was conveyed to respondent was not actually hers. As to Mr. Mitrov and the Viper, we find injury or potential

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injury. And I guess maybe more precisely we find injury.

He was without his Viper for almost six months after he requested it back, and he was, during the summer, forced to rent a vehicle because he did not have that Viper. Despite the fact that he had another vehicle that he could have used, that vehicle did not have air conditioning, which is why he rented another one. So we believe he had -- that Mr. Mitrov suffered an actual injury.

Based on those findings, we believe that ABA standard 4.32 applies, and that the baseline sanction is a suspension. Analyzed the aggravating and mitigating circumstances. For aggravating circumstances we find prior disciplinary offenses. We find a selfish motive. At least two of the panel members were concerned that the keeping of Mr. Mitrov's car for such a long period of time made it look like he was holding the car hostage in able to -- in an effort to get payment from the client.

We find a pattern of misconduct based on these two counts here. Some of the panel members had concerns about Mr. Leventhal's credibility in his testimony, but we did not find it sufficient to find an aggravating circumstance of submission of false

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evidence or false statement, that we don't believe that one applies.

We believe that there's been a refusal to acknowledge the wrongful nature of the conduct. Didn't get a sense that Mr. Leventhal really understood that this was a big deal, especially in light of his past conduct.

And the last aggravating circumstance is substantial experience in the practice of law.

As for mitigating circumstances, we find that Mr. Leventhal had full and free disclosure to the disciplinary authority and a cooperative attitude toward the proceeding.

We did not consider the fact that Mr. Mitrov withdrew his grievance, and we likewise did not consider that Mr. Sosa-Avila did not appear to testify today at the hearing.

With those findings, we believe the appropriate sanction is a one-year suspension suspended to go into effect only if respondent receives a reprimand or worse over the next five years.

In addition, over that five-year period, the respondent needs to do one additional hour of ethics CLE a year and one additional hour of law practice

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management CLE a year. Again that's over the entire five-year period. Plus costs.

Do the parties have any questions?

MR. CLARK: Yes. When you -- this is David Clark. When you say "reprimand," a letter of reprimand or public reprimand?

CHAIRMAN EDWARDS: I guess it's my understanding they're all one and the same now, right?

MR. CLARK: Well, they're different levels but they practically come out the same. They're published.

CHAIRMAN EDWARDS: I guess the idea is any reprimand.

MR. CLARK: Okay.

CHAIRMAN EDWARDS: We're not talking about an admonition, right, because that's a dismissal.

MR. CLARK: Or a caution, yeah. I'd ask
reprimand for any violation or for this rule?

CHAIRMAN EDWARDS: Any violation.

Panel members, anything I missed?

COMMISSIONER LEE: No.

CHAIRMAN EDWARDS: Okay. Thank you, everybody.

MR. CLARK: Thank you.

MR. GOSIOCO: Thank you.

(Thereupon the proceedings
were concluded at 4:32 p.m.)

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CERTIFICATE OF REPORTER

STATE OF NEVADA)

SS:

COUNTY OF CLARK)

I, Deborah Ann Hines, certified court reporter, do hereby certify that I took down in shorthand (Stenotype) all of the proceedings had in the before-entitled matter at the time and place indicated; and that thereafter said shorthand notes were transcribed into typewriting at and under my direction and supervision and the foregoing transcript constitutes a full, true and accurate record of the proceedings had.

IN WITNESS WHEREOF, I have hereunto affixed
my hand this 8th day of June, 2021.

Deborah Ann Hines

Deborah Ann Hines, CCR #473, RPR

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STATE BAR OF NEVADA SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA
Leventhal, Todd on 05/20/2021

STATE BAR OF NEVADA
Leventhal, Todd on 05/20/2021

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53.53 72.23	20.117 262.3	2312	1317 204.9	2682
54.54 72.23	20.117 262.3	2312	1317 204.9	2682
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56.56 72.23	20.117 262.3	2312	1317 204.9	2682
57.57 72.23	20.117 262.3	2312	1317 204.9	2682
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59.59 72.23	20.117 262.3	2312	1317 204.9	2682
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61.61 72.23	20.117 262.3	2312	1317 204.9	2682
62.62 72.23	20.117 262.3	2312	1317 204.9	2682
63.63 72.23	20.117 262.3	2312	1317 204.9	2682
64.64 72.23	20.117 262.3	2312	1317 204.9	2682
65.65 72.23	20.117 262.3	2312	1317 204.9	2682
66.66 72.23	20.117 262.3	2312	1317 204.9	2682
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68.68 72.23	20.117 262.3	2312	1317 204.9	2682
69.69 72.23	20.117 262.3	2312	1317 204.9	2682
70.70 72.23	20.117 262.3	2312	1317 204.9	2682
71.71 72.23	20.117 262.3	2312	1317 204.9	2682
72.72 72.23	20.117 262.3	2312	1317 204.9	2682
73.73 72.23	20.117 262.3	2312	1317 204.9	2682
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19848 197.5	169.23	180.15	169.23 180.15	211.12 264.18	201.12 264.18	
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**INTEGRITY COURT REPORTING, LLC 702-509-3121
7835 S. RAINBOW BLVD., SUITE 4-25, LAS VEGAS, NV 89139**

**INTEGRITY COURT REPORTING, LLC 702-509-3121
7835 S. RAINBOW BLVD., SUITE 4-25, LAS VEGAS, NV 89139**

STATE BAR OF NEVADA SOUTHERN NEVADA DISCIPLINARY BOARD

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STATE BAR OF NEVADA SOUTHERN NEVADA DISCIPLINARY BOARD

sort	2723	2803	2804	2805	2806	2807	2808	2809	2810	2811	2812	2813	2814	2815	2816	2817	2818	2819	2820	2821	2822	2823	2824	2825	2826	2827	2828	2829	2830	2831	2832	2833	2834	2835	2836	2837	2838	2839	2840	2841	2842	2843	2844	2845	2846	2847	2848	2849	2850	2851	2852	2853	2854	2855	2856	2857	2858	2859	2860	2861	2862	2863	2864	2865	2866	2867	2868	2869	2870	2871	2872	2873	2874	2875	2876	2877	2878	2879	2880	2881	2882	2883	2884	2885	2886	2887	2888	2889	2890	2891	2892	2893	2894	2895	2896	2897	2898	2899	2900	2901	2902	2903	2904	2905	2906	2907	2908	2909	2910	2911	2912	2913	2914	2915	2916	2917	2918	2919	2920	2921	2922	2923	2924	2925	2926	2927	2928	2929	2930	2931	2932	2933	2934	2935	2936	2937	2938	2939	2940	2941	2942	2943	2944	2945	2946	2947	2948	2949	2950	2951	2952	2953	2954	2955	2956	2957	2958	2959	2960	2961	2962	2963	2964	2965	2966	2967	2968	2969	2970	2971	2972	2973	2974	2975	2976	2977	2978	2979	2980	2981	2982	2983	2984	2985	2986	2987	2988	2989	2990	2991	2992	2993	2994	2995	2996	2997	2998	2999	3000	3001	3002	3003	3004	3005	3006	3007	3008	3009	3010	3011	3012	3013	3014	3015	3016	3017	3018	3019	3020	3021	3022	3023	3024	3025	3026	3027	3028	3029	3030	3031	3032	3033	3034	3035	3036	3037	3038	3039	3040	3041	3042	3043	3044	3045	3046	3047	3048	3049	3050	3051	3052	3053	3054	3055	3056	3057	3058	3059	3060	3061	3062	3063	3064	3065	3066	3067	3068	3069	3070	3071	3072	3073	3074	3075	3076	3077	3078	3079	3080	3081	3082	3083	3084	3085	3086	3087	3088	3089	3090	3091	3092	3093	3094	3095	3096	3097	3098	3099	3100	3101	3102	3103	3104	3105	3106	3107	3108	3109	3110	3111	3112	3113	3114	3115	3116	3117	3118	3119	3120	3121	3122	3123	3124	3125	3126	3127	3128	3129	3130	3131	3132	3133	3134	3135	3136	3137	3138	3139	3140	3141	3142	3143	3144	3145	3146	3147	3148	3149	3150	3151	3152	3153	3154	3155	3156	3157	3158	3159	3160	3161	3162	3163	3164	3165	3166	3167	3168	3169	3170	3171	3172	3173	3174	3175	3176	3177	3178	3179	3180	3181	3182	3183	3184	3185	3186	3187	3188	3189	3190	3191	3192	3193	3194	3195	3196	3197	3198	3199	3200	3201	3202	3203	3204	3205	3206	3207	3208	3209	3210	3211	3212	3213	3214	3215	3216	3217	3218	3219	3220	3221	3222	3223	3224	3225	3226	3227	3228	3229	3230	3231	3232	3233	3234	3235	3236	3237	3238	3239	3240	3241	3242	3243	3244	3245	3246	3247	3248	3249	3250	3251	3252	3253	3254																																					
Lowenthal, Todd on 05/20/2021	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	20x7	span	

INTEGRITY COURT REPORTING, LLC 702-509-3121
7835 S. RAINBOW BLVD., SUITE 4-25, LAS VEGAS, NV 89139

INTEGRITY COURT REPORTING, LLC 702-509-3121
7835 S. RAINBOW BLVD., SUITE 4-25, LAS VEGAS, NV 89139

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1799	1855,24	1717	1920	193,22	22,25	232,2	294,3	10,12,14
1800	1856,24	1718	1921	193,23	22,25	232,2	294,3	10,12,14
1801	1857,24	1719	1922	193,24	22,25	232,2	294,3	10,12,14
1802	1858,24	1720	1923	193,25	22,25	232,2	294,3	10,12,14
1803	1859,24	1721	1924	193,26	22,25	232,2	294,3	10,12,14
1804	1860,24	1722	1925	193,27	22,25	232,2	294,3	10,12,14
1805	1861,24	1723	1926	193,28	22,25	232,2	294,3	10,12,14
1806	1862,24	1724	1927	193,29	22,25	232,2	294,3	10,12,14
1807	1863,24	1725	1928	193,30	22,25	232,2	294,3	10,12,14
1808	1864,24	1726	1929	193,31	22,25	232,2	294,3	10,12,14
1809	1865,24	1727	1930	193,32	22,25	232,2	294,3	10,12,14
1810	1866,24	1728	1931	193,33	22,25	232,2	294,3	10,12,14
1811	1867,24	1729	1932	193,34	22,25	232,2	294,3	10,12,14
1812	1868,24	1730	1933	193,35	22,25	232,2	294,3	10,12,14
1813	1869,24	1731	1934	193,36	22,25	232,2	294,3	10,12,14
1814	1870,24	1732	1935	193,37	22,25	232,2	294,3	10,12,14
1815	1871,24	1733	1936	193,38	22,25	232,2	294,3	10,12,14
1816	1872,24	1734	1937	193,39	22,25	232,2	294,3	10,12,14
1817	1873,24	1735	1938	193,40	22,25	232,2	294,3	10,12,14
1818	1874,24	1736	1939	193,41	22,25	232,2	294,3	10,12,14
1819	1875,24	1737	1940	193,42	22,25	232,2	294,3	10,12,14
1820	1876,24	1738	1941	193,43	22,25	232,2	294,3	10,12,14
1821	1877,24	1739	1942	193,44	22,25	232,2	294,3	10,12,14
1822	1878,24	1740	1943	193,45	22,25	232,2	294,3	10,12,14
1823	1879,24	1741	1944	193,46	22,25	232,2	294,3	10,12,14
1824	1880,24	1742	1945	193,47	22,25	232,2	294,3	10,12,14
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1826	1882,24	1744	1947	193,49	22,25	232,2	294,3	10,12,14
1827	1883,24	1745	1948	193,50	22,25	232,2	294,3	10,12,14
1828	1884,24	1746	1949	193,51	22,25	232,2	294,3	10,12,14
1829	1885,24	1747	1950	193,52	22,25	232,2	294,3	10,12,14
1830	1886,24	1748	1951	193,53	22,25	232,2	294,3	10,12,14
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1832	1888,24	1750	1953	193,55	22,25	232,2	294,3	10,12,14
1833	1889,24	1751	1954	193,56	22,25	232,2	294,3	10,12,14
1834	1890,24	1752	1955	193,57	22,25	232,2	294,3	10,12,14
1835	1891,24	1753	1956	193,58	22,25	232,2	294,3	10,12,14
1836	1892,24	1754	1957	193,59	22,25	232,2	294,3	10,12,14
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1839	1895,24	1757	1960	193,62	22,25	232,2	294,3	10,12,14
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1844	1900,24	1762	1965	193,67	22,25	232,2	294,3	10,12,14
1845	1901,24	1763	1966	193,68	22,25	232,2	294,3	10,12,14
1846	1902,24	1764	1967	193,69	22,25	232,2	294,3	10,12,14
1847	1903,24	1765	1968	193,70	22,25	232,2	294,3	10,12,14
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1863	1919,24	1781	1984	193,86	22,25	232,2	294,3	10,12,14
1864	1920,24	1782	1985	193,87	22,25	232,2	294,3	10,12,14
1865	1921,24	1783	1986	193,88	22,25	232,2	294,3	10,12,14
1866	1922,24	1784	1987	193,89	22,25	232,2	294,3	10,12,14
1867	1923,24	1785	1988	193,90	22,25	232,2	294,3	10,12,14
1868	1924,24	1786	1989	193,91	22,25	232,2	294,3	10,12,14
1869	1925,24	1787	1990	193,92	22,25	232,2	294,3	10,12,14
1870	1926,24	1788	1991	193,93	22,25	232,2	294,3	10,12,14
1871	1927,24	1789	1992	193,94	22,25	232,2	294,3	10,12,14
1872	1928,24	1790	1993	193,95	22,25	232,2	294,3	10,12,14
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1874	1930,24	1792	1995	193,97	22,25	232,2	294,3	10,12,14
1875	1931,24	1793	1996	193,98	22,25	232,2	294,3	10,12,14
1876	1932,24	1794	1997	193,99	22,25	232,2	294,3	10,12,14
1877	1933,24	1795	1998	193,100	22,25	232,2	294,3	10,12,14
1878	1934,24	1796	1999	193,101	22,25	232,2	294,3	10,12,14
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1885	1941,24	1803	2006	193,108	22,25	232,2	294,3	10,12,14
1886	1942,24	1804	2007	193,109	22,25	232,2	294,3	10,12,14
1887	1943,24	1805	2008	193,110	22,25	232,2	294,3	10,12,14
1888	1944,24	1806	2009	193,111	22,25	232,2	294,3	10,12,14
1889	1945,24	1807	2010	193,112	22,25	232,2	294,3	10,12,14
1890	1946,24	1808	2011	193,113	22,25	232,2	294,3	10,12,14
1891	1947,24	1809	2012	193,114	22,25	232,2	294,3	10,12,14
1892	1948,24	1810	2013	193,115	22,25	232,2	294,3	10,12,14
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1894	1950,24	1812	2015	193,117	22,25	232,2	294,3	10,12,14
1895	1951,24	1813	2016	193,118	22,25	232,2	294,3	10,12,14
1896	1952,24	1814	2017	193,119	22,25	232,2	294,3	10,12,14
1897	1953,24	1815	2018	193,120	22,25	232,2	294,3	10,12,14
1898	1954,24	1816	2019	193,121	22,25	232,2	294,3	10,12,14
1899	1955,24	1817	2020	193,122	22,25	232,2	294,3	10,12,14
1900	1956,24	1818	2021	193,123	22,25	232,2	294,3	10,12,14
1901	1957,24	1819	2022	193,124	22,25	232,2	294,3	10,12,14
1902	1958,24	1820	2023	193,125	22,25	232,2	294,3	10,12,14
1903	1959,24	1821	2024	193,126	22,25	232,2	294,3	10,12,14
1904	1960,24	1822	2025	193,127	22,25	232,2	294,3	10,12,14
1905	1961,24	1823	2026	193,128	22,25	232,2	294,3	10,12,14
1906	1962,24	1824	2027	193,129	22,25	232,2	294,3	10,12,14
1907	1963,24	1825	2028	193,130	22,25	232,2	294,3	10,12,14
1908	1964,24	1826	2029	193,131	22,25	232,2	294,3	10,12,14
1909	1965,24	1827	2030	193,132	22,25	232,2	294,3	10,12,14
1910	1966,24	1828	2031	193,133	22,25	232,2	294,3	10,12,14
1911	1967,24	1829	2032	193,134	22,25	232,2	294,3	10,12,14
1912	1968,24	1830	2033	193,135	22,25	232,2	294,3	10,12,14
1913	1969,24	1831	2034	193,136	22,25	232,2	294,3	10,12,14
1914	1970,24	1832	2035	193,137	22,25	232,2	294,3	10,12,14
1915	1971,24	1833	2036	193,138	22,25	232,2	294,3	10,12,14
1916	1972,24	1834	2037	193,139	22,25	232,2	294,3	10,12,14
1917	1973,24	1835	2038	193,140	22,25	232,2	294,3	10,12,14
1918	1974,24	1836	2039	193,141	22,25	232,2	294,3	10,12,14
1919	1975,24	1837	2040	193,142	22,25	232,2	294,3	10,12,14
1920	1976,24	1838	2041	193,143	22,25	232,2	294,3	10,12,14
1921	1977,24	1839	2042	193,144	22,25	232,2	294,3	10,12,14
1922	1978,24	1840	2043	193,145	22,25	232,2	294,3	10,12,14
1923	1979,24	1841	2044	193,146	22,25	232,2	294,3	10,12,14
1924	1980,24	1842	2045	193,147	22,25	232,2	294,3	10,12,14
1925	1981,24	1843	2046	193,148	22,25	232,2	294,3	10,12,14
1926	1							

[illegible][illegible]

EXHIBIT D

DECLARATION OF DAVID A. CLARK

David A. Clark, declares as follows:

1. I am an attorney licensed to practice in the State of Nevada. I am counsel of record for Respondent, Todd Leventhal, in the State Bar proceedings styled *State Bar of Nevada v. Todd Leventhal*, Case Nos.: OBC20-0670 and OBC20-0706.

2. I make this declaration upon personal knowledge, and if called as a witness, I could and would competently testify to the facts contained in this declaration. I make this Declaration in support of Mr. Leventhal's Motion for New Trial.

3. Attached to the Motion for New Trial as **Exhibit A** is a true and correct copy of a hand-written statement delivered to my office on or about Wednesday, May 26, 2021. I have maintained the original document that our office received. The document was also notarized and signed, with the stamp bearing the name “Norma Quevedo Pardo.”

4. I immediately researched the sufficiency of the document because, although it was notarized, there was no date of signing. After researching the Secretary of State website section on notaries public, and reviewing NRS 240.120, *et al.*, I determined that there is no statutory requirement that the document itself bear the date of the notarization.

5. However, the statute also provides that the notary public's journal is public, available for inspection, and that the notary is required to produce a certified copy of the journal page where the notarial act is recorded. NRS 240.120(7). I therefore made efforts to locate the notary identified on the statement, Norma Quevedo Pardo, for that purpose.

On or about June 8, 2021, I determined from Mr. Mitrov's current counsel, John Spilotro, that Ms. Pardo used to work for the Muslusky law firm. I called left at least two messages for that firm's office administrator, Don Kay. NOTE: All communication with Mr. Mitrov has been effected through Mr. Mitrov's current criminal defense attorney, Mr. Spilotro.

6. I also learned through Mr. Spilotro that Mr. Mitrov had his statement notarized at a business, Senor iPhones, located at 4180 So. Rainbow Blvd., #803, LV, NV 89103. I called that business and left a voice message.

Lipson Neilson P.C.
9900 Covington Cross Drive, Suite 120
Las Vegas, Nevada 89144
(702) 382-1500 FAX: (702) 382-1512

7. The next day, June 9, 2021, I visited the Senor iPhones store and spoke with a manager who identified himself as "Rami." He indicated that he knew of Ms. Pardo and that she provided notary services through his store. He even indicated that he recalled Mr. Mitrov bringing in a statement. I left a duplicate copy of the statement, with my business card, and requested to either speak with Ms. Pardo, or secure a certified copy of the relevant notary page. In a follow-up telephone call, Rami indicated to me that he was unable to reach Ms. Pardo.

8. Finally, on or about June 14, 2021, I spoke with Don Kay, the firm administrator for Muslusky law firm. He confirmed that Ms. Pardo was a former employee but had separated from employment approximately 8 months ago. Coincidentally, Mr. Kay communicated to me his belief that Senor iPhones was owned by Ms. Pardo's fiancé.

9. Thereafter, I retained the services of Mark Preusch, a licensed private investigator with Global Reliance Investigations, to locate Ms. Pardo and secure the certified copy. True and correct copies of his reports, dated 7/2/2021 and 7/8/2021, respectively, are attached collectively, as **Exhibit E**. These reports indicate that he has contacted and spoken with Ms. Pardo, that she had a copy of the Mitrov statement, which identity she confirmed by photo ID, and that she would try to locate her notary journal.

10. As of July 19, 2021, Mr. Preusch has been unable to make further contact with Ms. Pardo or secure a certified copy of the relevant notary page.

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

DATED this 21st day of July 2021, in Las Vegas, Nevada.

/s/ David A. Clark
DAVID A. CLARK

EXHIBIT E



ATTORNEY WORK PRODUCT

Case No:

07/02/2021

Norma Pardo-Follow Up

I, Mark Preusch, a licensed private investigator in the State of Nevada, responded to Norma Pardo's residence, 3768 Silent Hill Las Vegas, Nevada 89147, on July 2, 2021. I knocked and rang the bell at that address but received no response. After I had left, I received a phone call from a man who identified himself as Norma's husband. He asked why I had left my card at his door. After I identified myself and explained the nature of my visit, he informed me that he would have Norma call me when she returned home.

Several hours later I received a phone call from Norma Pardo (562-607-8118). She acknowledged that she was a notary public, and said she had to look for her books because she had recently moved. I informed her that I wanted to examine her notary book and obtain a certified copy of her log entry for Zan Motrov's notarized statement. She told me she would look for her book and re-contact me.

END

GLOBAL RELIANCE INVESTIGATIONS
Nevada State License No. 1890A
702-328-2464 FAX: 702-656-7827
Globalrelianceinvestigations.com
9811 W. Charleston., Ste. 2-774 Las Vegas, Nevada 89117



ATTORNEY WORK PRODUCT

Case No:

07/08/2021

Norma Pardo-Follow Up

I, Mark Preusch, a licensed private investigator in the State of Nevada, contacted Pardo at (562-607-8118). She stated she found the document she notarized for Zan Mitrov, and the identity was confirmed by a photo ID. Pardo said she had a copy of the notarized document from Mitrov because she keeps copies of all the documents she notarizes.

I explained to her that I needed to examine her notary book and wanted a certified copy of her notary log from the book showing the date, signature, and method of confirming Zan Motrov's identity. She said she had not had time to find her notary book because she was working every day. I told her I would give her a couple of days to find the book and provide a certified copy of the log entry.

(Note: I have had many documents notarized over the years, and have never had a notary public take, or make a copy of the document I had notarized)

END

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702-328-2464 FAX: 702-656-7827
Globalrelianceinvestigations.com
9811 W. Charleston., Ste. 2-774 Las Vegas, Nevada 89117



FILED

AUG 17 2021

STATE BAR OF NEVADA

BY: 
OFFICE OF BAR COUNSEL

DANIEL M. HOOGE
Bar Counsel
Nevada Bar No. 10620
GERARD GOSIOCO
Assistant Bar Counsel
Nevada Bar No. 14371
3100 W. Charleston Blvd., Ste. 100
Las Vegas, Nevada 89102
(702) 382-2200

Attorneys for the State Bar of Nevada

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,
Complainant,

-vs-

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

Respondent.

CASE NO: OBC20-0670; OBC20-0706

STATE BAR OF NEVADA'S OPPOSITION TO RESPONDENT'S MOTION FOR NEW TRIAL

COMES NOW, the State Bar of Nevada (hereinafter "State Bar"), by DANIEL M. HOOGE, Bar Counsel, through GERARD GOSIOCO, Assistant Bar Counsel, and hereby submits the attached Points and Authorities in Opposition to Respondent's Motion for New Trial.

This Opposition is based upon all papers and pleadings on file herein, the attached Points and Authorities in support hereof, and oral argument, if deemed necessary by the Disciplinary Chair in this matter.

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///

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1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **INTRODUCTION**

3 On December 4, 2020, the State Bar filed a Complaint against attorney TODD M. LEVENTHAL
4 (hereinafter “Respondent”) with two violations of RPC 1.8(a) (Conflict of Interest: Current Clients:
5 Specific Rules). On May 20, 2021, a Formal Hearing was held. On July 13, 2021, the Findings of Fact,
6 Conclusions of Law, and Recommendation after Formal Hearing (hereinafter “Findings”) was signed and
7 filed. The Findings are summarized as follows:

8 **OBC20-0670**

9 On, about, or between February 13, 2020, and June 22, 2020, Respondent
10 represented Amalia Sosa-Avila (hereinafter “Ms. Sosa-Avila”) in two (2) criminal
11 matters. A retainer agreement for \$6,000.00 was executed between Respondent and
12 Ms. Sosa-Avila. Ms. Sosa-Avila signed the retainer agreement; Respondent did not.
13 Ms. Sosa-Avila did not have money to pay the retainer agreement. Respondent
14 confirmed that he reached an agreement with Ms. Sosa-Avila to accept collateral as
15 security for the payment of the attorney fees.

16 Between February 2020 and June 2020, Ms. Sosa-Avila brought items as
17 collateral to Respondent which were accepted by his office. The items Respondent’s
18 office accepted as collateral are as follows: (1) a Louis Vuitton purse; (2) a diamond
19 ring; and (3) an iPhone. Respondent’s office does not have a policy on accepting
20 collateral nor does the retainer agreement address a policy on accepting collateral.
21 Respondent did not abide by RPC 1.8 (Conflict of Interest: Current Clients: Specific
22 Rules) before receiving possessory interests in the aforementioned items from Ms.
23 Sosa-Avila.

1 Respondent testified that after reviewing the discovery in Ms. Sosa-Avila's
2 case, he believed that the iPhone, Louis Vuitton purse, and diamond ring were stolen.
3 Respondent testified that upon discovering the items were allegedly stolen, he turned
4 those items into Metro anonymously. On June 17, 2020, Respondent filed a Motion to
5 Withdraw on both of Ms. Sosa-Avila's cases which were granted on June 22, 2020.

6 OBC20-0706

7 On, about, or between July 17, 2019, and June 22, 2020, Respondent
8 represented Zan Mitrov (hereinafter "Mr. Mitrov") in two (2) criminal matters that went
9 into warrant. During this time, Mr. Mitrov allowed Respondent to borrow a Dodge
10 Viper. On or about July 23, 2019, Mr. Mitrov delivered the Dodge Viper to
11 Respondent's office. Respondent did not abide by RPC 1.8 (Conflict of Interest:
12 Current Clients: Specific Rules) before receiving a possessory interest in Mr. Mitrov's
13 Viper.

14 Mr. Mitrov asked Respondent to return the Dodge Viper to him multiple times
15 between February 2020 and June 2020. On, about, or between June 5, 2020, and June
16 30, 2020, Mr. Mitrov rented a car because he did not have a vehicle with working A/C.
17 On June 24, 2020, Mr. Mitrov filed a grievance against Respondent with the State Bar
18 in an attempt to get his Dodge Viper back. The Dodge Viper was returned to Mr.
19 Mitrov after he filed a grievance. After Mr. Mitrov received the Dodge Viper, he
20 withdrew his grievance with the State Bar.

21 Findings and Recommendation

22 After deliberations, the Formal Hearing Panel (hereinafter "Panel")
23 unanimously found that the foregoing facts proved by clear and convincing evidence
24 that Respondent knowingly violated RPC 1.8(a) (Conflict of Interest: Current Clients:

Specific Rules) which caused little or no injury to Ms. Sosa-Avila. In addition, the Formal Hearing Panel, by a 2-1 vote, found that the foregoing facts proved by clear and convincing evidence that Respondent knowingly violated RPC 1.8(a) (Conflict of Interest: Current Clients: Specific Rules) which caused injury to Mr. Mitrov.

The Panel recommended that Respondent receive a one (1) year suspension from the practice of law to go into effect only if he receives any letter of reprimand/public reprimand or worse over the next five (5) years. The Panel also recommended that over that five (5) year period, Respondent shall complete one (1) CLE hour for ethics and one (1) CLE hour for law practice management in addition to what is already required by the NV CLE Board each year.

On July 20, 2021, the State Bar submit the Record on Appeal (hereinafter “ROA”) for the underlying matter to the Supreme Court of Nevada (hereinafter “Supreme Court”). On July 21, 2021, the ROA was accepted by the Supreme Court. Also on July 21, 2021, Respondent filed the instant Motion for New Trial. Due to technical issues, the State Bar did not receive, and was not made aware of, the instant motion until August 9, 2021. The State Bar responds as follows.

ARGUMENT

Jurisdiction

Respondent’s motion is untimely in that the Supreme Court of Nevada now has jurisdiction. The Disciplinary Rules of Procedure “govern procedures before the Northern and Southern Nevada Disciplinary Boards . . . involving prosecution and adjudication of attorney misconduct and incapacity.” DRP 1(a). The Nevada Rules of Civil Procedure, on the other hand, apply to disciplinary matters only when the DRP is silent. Nevada Supreme Court Rule (“SCR”) 119(2) (2020). Pursuant to the DRP, the Supreme Court’s review of the instant matter “shall be commenced by bar counsel forwarding the record

1 of the Hearing Panel proceedings to the [Supreme Court] within thirty (30) calendar days of entry of the
2 decision.” *See* DRP 36(b); SCR 105(3)(b).

3 Here, the State Bar forwarded the ROA to the Supreme Court on July 20, 2021. It acted within
4 30 days pursuant to DRP 36(b) and SCR 105(3)(b). It was unaware of Respondent’s intent to move the
5 Panel Chair for a new trial. However, once the Supreme Court received the hearing record, it obtained
6 jurisdiction. Accordingly, the instant matter is no longer within the jurisdiction of the Southern Nevada
7 Disciplinary Board, but rather, the Supreme Court.¹ Assuming *arguendo* that jurisdiction is not with the
8 Supreme Court, Respondent’s arguments nevertheless fail as they are without merit.

9 Newly Discovered Evidence

10 NRCP 59(a)(1)(D) states that a court may grant a new trial based on “newly discovered evidence
11 material for the party making the motion that the party could not, with reasonable diligence, have
12 discovered and produced at the trial[.]” Mr. Mitrov’s “hand-written, signed, and notarized statement”
13 fails to satisfy the requirements of newly discovered evidence under NRCP 59(a)(1)(D). *See* Motion for
14 New Trial (hereinafter “Motion”) 6.

15 Under NRCP 59(a)(1)(D), newly discovered evidence must meet two requirements. First, it must
16 be material to the case. Second, the party making the motion could not, with reasonable diligence, have
17 discovered and produced the material evidence at the trial. Assuming *arguendo* that Mr. Mitrov’s
18 statement is material, it fails to satisfy the second criteria. Respondent failed to establish why he could
19 not, with reasonable diligence, have discovered and produced the evidence at the hearing.

20 ///

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22 ///

24 ¹ Respondent’s Opening Brief is due on Friday, August 20, 2021.

Respondent states that Mr. Mitrov delivered his statement – unsolicited – on May 26, 2021.

Motion 6. Mr. Mitrov’s statement reads as follows:

When I first filed the bar complaint I deleted some messages from Mr. Leventhal about where my Viper was located. At that time I was on drugs. When I told Ms. Watson this she told me not to say anything because that can get me in trouble. She also told me that nothing is going to hapen [sic] to Todd Leventhal I feel bad for lying but I felt forced by Ms. Watson also [sic] saw document Ms. Watson made statements that i [sic] didn't say.

Motion, Exhibit A. However, none of the information contained in Mr. Mitrov’s statement constitutes new evidence as the statements contained therein could have been discovered and produced at trial. Respondent had ample opportunity to produce the alleged newly discovered evidence at or before the time of trial.

First, Respondent was in contact with Mr. Mitrov prior to the Formal Hearing as evidenced by the Affidavit of Zan Mitrov that was attached to Respondent’s Motion for Summary Judgment filed on December 31, 2020. Yet, Respondent fails to explain why he could not interview or otherwise communicate with Mr. Mitrov.

Second, the text messages in question were between Respondent and Mr. Mitrov. The State Bar served its Initial Disclosure, which included the text messages, on March 16, 2021. If Respondent had reason to believe that text messages were deleted after reviewing the State Bar’s Initial Disclosure, Respondent could have easily produced the alleged deleted messages at or before the time of trial with reasonable diligence. They were Respondent’s communications. He could have downloaded his own text messages or contacted his carrier. Therefore, the alleged deleted text messages do not constitute newly discovered evidence that warrants a new trial.

Lastly, with regard to Mr. Mitrov’s alleged drug use and Ms. Watson’s alleged statements, Respondent had the opportunity to cross examine both Mr. Mitrov and Ms. Watson at the Formal Hearing. In fact, Respondent’s counsel questioned both Mr. Mitrov and Ms. Watson regarding their conversations.

1 Therefore, the statements regarding Mr. Mitrov's alleged drug use and Ms. Watson's alleged statements
2 do not constitute newly discovered evidence that warrants a new trial.

3 Respondent fails to produce any evidence that could not, with reasonable diligence, have been
4 discovered and produced at trial. As such, Respondent request for a new trial should be denied as he fails
5 to meet his burden pursuant to NRCP 59(a)(1)(D).

6 In the alternative, Respondent requests that the instant motion be treated as a Motion to Alter or
7 Amend a Judgment pursuant to NRCP 59(e), or Motion for Reconsideration pursuant to NRCP 56.
8 Motion 8, 10. For the same reasons the evidence fails to support granting a new trial, it fails to support
9 Respondent's alternative requests.

10 **CONCLUSION**

11 Based upon the foregoing, the State Bar of Nevada respectfully requests that Respondent's
12 Motion for New Trial be DENIED.

13 DATED this 17th day of August, 2021.

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


17
18 

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

24 *Attorneys for the State Bar of Nevada*

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1. F. Thomas Edwards, Esq. (Hearing Panel Chair): tedwards@nevadafirm.com
2. David A. Clark, Esq. (Counsel for Respondent): dclark@lipsonneilson.com
3. Gerard Gosioco, Esq. (Assistant Bar Counsel): gerardg@nvbar.org


Tiffany Bradley, an employee
of the State Bar of Nevada



FILED

SEP 13 2021

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

Case Nos.: OBC20-0670 and OBC20-0706

STATE BAR OF NEVADA

SOUTHERN NEVADA DISCIPLINARY BOARD

STATE BAR OF NEVADA,

Complainant,

vs.

TODD LEVENTHAL, ESQ.,
Nevada Bar No. 8543

Respondent.

DECISION AND ORDER REGARDING
RESPONDENT'S MOTION
FOR NEW TRIAL

DECISION

On September 9, 2021, the Parties came before Thomas Edwards, Esq., the duly-appointed Formal Hearing Panel Chair in this matter, upon Respondent Todd Leventhal's Motion for New Trial pursuant to NRCP 59 filed July 21, 2021. Complainant State Bar of Nevada filed its Opposition to Respondent's Motion August 17, 2021. Respondent filed his Reply in Support of his Motion for New Trial on September 2, 2021.

Based upon the pleadings, exhibits thereto, and argument of counsel at hearing, the Respondent's Motion is **GRANTED, IN PART**, as follows:

1. The Chair has jurisdiction to hear this Motion under NRCP 59 and NRAP 4. See, also, *Chapman Indus. v. United Ins. Co. of Am.*, 110 Nev. 454, 457, 874 P.2d 739, 741 (1994) ("The timely motions filed by United pursuant to NRCP 52(b) and NRCP 59(a) and (e) tolled the running of the appeal period and rendered ineffective all the notices of appeal which were filed before the formal disposition of the timely post-judgment motions.").

2. Good cause exists to reconvene the Panel for the purposes of considering the new statement of Zan Mitrov and deciding whether to:

- 1 a. Affirm the prior Findings of Fact, Conclusions of Law, and
2 Recommendations;
3 b. Alter or amend the judgment, pursuant to NRCP 59(e), with or without
4 additional proceedings;
5 c. Open the judgment, take additional testimony, amend findings of fact and
6 conclusions of law or make new findings and conclusions, and direct the entry of a new judgment,
7 pursuant to NRCP 59(a)(2), with or without additional proceedings, or;
8 d. Grant a new trial on all or some of the issues pursuant to NRCP 59(a).

10 THEREFORE, good cause appearing,

11 IT IS HEREBY ORDERED that Respondent's Motion is GRANTED, IN PART, for the
12 purposes set forth above.

13 IT IS FURTHER ORDERED that:

- 14 1. The parties are directed to survey the Panel members for a new date in the range of
15 September 20, 2021, through October 1, 2021, convenient to all.
16 2. The State shall serve on the Panel members only:
17 a. Statement of Zan Mitrov;
18 b. Filed Findings of Fact, Conclusions of Law, and Recommendations, and;
19 c. An accurate transcript of the prior proceedings.
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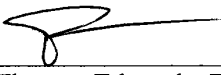
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3. Unless otherwise ordered by the Chair, the new hearing on the above options will be conducted via Zoom.

IT IS SO ORDERED.

DATED this 13th day of September, 2021.

SOUTHERN NEVADA DISCIPLINARY BOARD

By: 
F. Thomas Edwards, Esq.
Hearing Panel Chair

CERTIFICATE OF SERVICE

The undersigned hereby certifies a true and correct copy of the foregoing I served via email the foregoing **DECISION AND ORDER REGARDING RESPONDENT'S MOTION FOR NEW TRIAL** was served via email to the following:

1. Gerard Gosioco, Esq., Assistant Bar Counsel, State Bar of Nevada: gerardg@nvbar.org
2. David A. Clark, Esq. Counsel for Respondent: dclark@lipsonneilson.com
3. F. Thomas Edwards, Esq., Panel Chair: tedwards@nevadafirm.com;
ssell@nevadafirm.com
4. Mike Lee, Esq., Panel Member: mike@mblnv.com
5. Steve Moore, Lay Member: rotaryactv@cox.net

Dated this ____ Day of _____, 2021.

Case No: OBC20-0670; OBC20-0706



FILED

SEP 17 2021

STATE BAR OF NEVADA

BY: 
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,

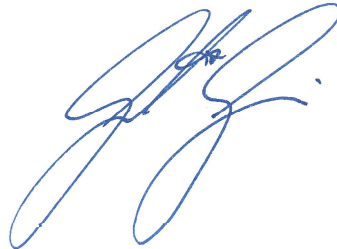
Respondent.

NOTICE OF HEARING

PLEASE TAKE NOTICE that the hearing in the above-entitled action has been scheduled for **one day on September 27, 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.

DATED this 17th day of September 2021.

**STATE BAR OF NEVADA
DANIEL M. HOOGE, BAR COUNSEL**



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


Sonia Del Rio

Sonia Del Rio, an employee
of the State Bar of Nevada



FILED

NOV 10 2021

STATE BAR OF NEVADA
BY: 
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 M. LEVENTHAL, ESQ.,
Nevada Bar No. 8543

Respondent.

ORDER DENYING RESPONDENT'S MOTION FOR NEW TRIAL

On July 21, 2021, TODD M. LEVENTHAL (hereinafter "Respondent") filed a Motion for New Trial.¹ On August 17, 2021, the State Bar of Nevada (hereinafter "State Bar") filed its Opposition to Respondent's Motion for New Trial. On September 2, 2021, Respondent filed his Reply in Support of his Motion for New Trial.

On September 9, 2021, the Parties came before F. Thomas Edwards, Esq. (hereinafter "Panel Chair"), the duly appointed Formal Hearing Panel Chair in the instant matter. *See* Transcript of Proceedings, September 27, 2021 (hereinafter "Transcript"). Based upon the pleadings, exhibits thereto, and arguments of counsel at the hearing, the Panel Chair found that good cause exists to reconvene the Formal Hearing Panel (hereinafter "Panel") for the purposes of considering the new statement of Zane Mitrov (hereinafter "Mr. Mitrov") and deciding whether to: (a) affirm the prior Findings of Fact, Conclusions of Law, and Recommendation After Formal Hearing (hereinafter "Findings");² (b) alter or

¹ Although the Panel Chair and Panel member Lee received the electronic service of the motion, the State Bar was not aware of, and did not receive, Respondent's motion until August 9, 2021.

² The Formal Hearing for the instant matter was held on Thursday, May 20, 2021; the Findings were filed on July 13, 2021.

1 amend the judgment, with or without additional proceedings; (c) open the judgment, take additional
2 testimony, amend the Findings or make new Findings, and direct the entry of a new judgment, with or
3 without additional proceedings; or (d) grant a new trial on all or some of the issues.

4 On September 27, 2021, the Panel of the Southern Nevada Disciplinary Board reconvened on the
5 online video conferencing platform Zoom. The Panel consisted of the Panel Chair, Mike Lee, Esq., and
6 Steve Moore, Laymember. Transcript 13. Assistant Bar Counsel Gerard Gosioco, Esq., represented the
7 State Bar. *Id.* David A. Clark, Esq., represented the Respondent who was not present. *Id.* Based on the
8 Parties' stipulation, the Panel was given the new statement of Mr. Mitrov, the Findings, and the transcript
9 of the May 20, 2021, Formal Hearing. Transcript at 10. The Panel did not reconsider any of the findings
10 or recommendations as it relates to Amalia Sosa-Avila. Transcript at 7.

11 After deliberations, the Panel concluded that the new statement of Mr. Mitrov does not change
12 any of the Panel's findings, conclusions, or recommendation. Transcript at 11. The Panel stated that Mr.
13 Mitrov's testimony at the Formal Hearing still supports their Findings even absent the text messages.
14 Transcript at 11-12. The Panel further stated that they are concerned that Respondent did not show what
15 the deleted text messages were during the Formal Hearing, and thus, the Panel could not conclude that
16 the deletion of the text messages was actually material. Transcript at 12.

17 As to Mr. Mitrov's alleged drug use, the Panel concluded that his statement conflicts with his
18 prior testimony, but that it did not change their analysis. *Id.* Lastly, as it pertains to Louise Watson
19 (hereinafter "Ms. Watson"), the Panel concluded that Mr. Mitrov's new statement is too vague for the
20 Panel to reconsider the Findings. *Id.* Further, Mr. Mitrov's allegation that Ms. Watson advised him to
21 lie is potentially collateral to the issues the Panel is considering. *Id.*

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1 **CONCLUSION**

2 Based upon the foregoing, the Hearing Panel finds no good cause to grant Respondent's motion.
3 Therefore, the Hearing Panel hereby DENIES the Motion for New Trial and AFFIRMS the Findings of
4 Fact, Conclusions of Law, and Recommendation After Formal Hearing, filed on July 13, 2021.

5 IT IS SO ORDERED.

6 DATED this 10th day of November 2021.

7
8 *Tom Edwards*

9 Tom Edwards (Nov 10, 2021 15:50 PST)

10 F. Thomas Edwards, Esq.
11 Hearing Panel Chair
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1. F. Thomas Edwards, Esq. (Panel Chair): tedwards@nevadafirm.com;
2. David Clark, Esq. (Counsel for Respondent): DClark@lipsonneilson.com
3. Gerard Gosioco, Esq. (Assistant Bar Counsel): gerardg@nvbar.org

Sonia Del Rio
Sonia Del Rio, an employee
of the State Bar of Nevada



FILED

NOV 12 2021

STATE BAR OF NEVADA
BY: *[Signature]*
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 M. LEVENTHAL, ESQ.,)
NV Bar No. 8543)
)
Respondent.)

**AMENDED STATE BAR
OF NEVADA'S
MEMORANDUM OF COSTS**

Description	Amount
Court Reporter Fee & Transcript Fee Hearing Held on May 20, 2021	\$1,935.50
Court Reporter Fee & Transcript Fee Hearing Held on September 27, 2021	\$959.50
Nation Wide Legal Services	\$80.00
SCR 120	\$2,500.00
Certified Mail Costs (1 x \$6.78) 7019 2280 0001 9440 7062	\$6.78
TOTAL	\$5,481.78

1. I am Assistant Bar Counsel with the State Bar of Nevada. I have personal knowledge of the above-referenced costs and disbursements expended.

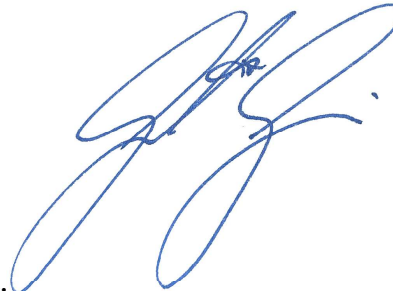
2. The costs set forth above are true and correct to the best of my knowledge and belief and were necessary and reasonably incurred and paid in connection with this matter.

1 True and correct copies of invoices supporting these costs are attached to this Memorandum
2 of Costs.

3 3. As stated in the Findings of Fact, Conclusions of Law and Recommendation,
4 Respondent shall be ordered to pay the fees and costs of these proceedings within thirty (30)
5 days of receipt of the Nevada Supreme Court Order or service of a Memorandum of Costs,
6 whichever is later in this matter pursuant to Supreme Court Rule 120(1).

7 Dated this 12th day of November 2021.

8 **STATE BAR OF NEVADA**
Daniel M. Hooge, Bar Counsel

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14 By: _____

Gerard Gosioco, Assistant Bar Counsel
3100 W. Charleston Boulevard, Ste. 100
Las Vegas, Nevada 89102
Attorney for State Bar of Nevada

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Integrity Court Reporting
7835 S. Rainbow Boulevard
Suite 4-25
Las Vegas, NV 89139
(702)509-3121

Invoice

Number: 1787

Date: 6/8/2021

Bill To:

Belinda Felix
State Bar of Nevada
3100 W. Charleston Boulevard
Suite 100
Las Vegas, NV, 89102

PAYMENT DUE UPON RECEIPT

Job Date	Witness Name	Case Name	Case No.
5-20-21	Todd Leventhal	State Bar v Leventhal	OBC20-0670 & OBC20-07

Description	Amount
Full Day Appearance Fee	\$200.00
Transcript -267 Pages @ 6.50	\$1,735.50

6-17-21sdr

Tax I.D. No. 01-0974768

Total

\$1,935.50

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State Bar of Nevada
Gerard Gosioco
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Las Vegas, NV 89102

Invoice #70116

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10/12/2021	Net 30

Job #63932 on 09/27/2021 at 9:00 AM PT

Firm Case#: OBC20-0670 & OBC20-0706
Case: State Bar of Nevada vs. Todd Leventhal, Esq.

Shipped On: 10/11/2021
Shipped Via: Email Only
Delivery Type: Normal
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Original Transcript of Hearing		
Original & One - Electronic (19 Pages)	\$ 5.50	\$ 104.50
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INVOICE

Invoice No.	Customer No.
00000030063	21191
INVOICE DATE:	Total Due
5/31/2021	\$ 260.00

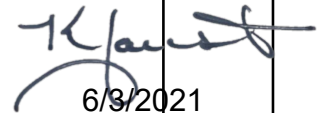
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Customer No.	Invoice No.	Period Ending	Amount Due	Page
21191	00000030063	5/31/2021	\$ 260.00	1

Date	Order No	Service Detail	Charges	Units	Total
5/14/2021 NV242044 032 - RUSH PROCESS (24 HRS)		STATE BAR OF NEVADA 3100 W. Charleston 100 Las Vegas, NV 89102 Caller: Kristi Faust Case Title: STATE BAR OF NEVADA, vs. TODD Docs: Subpoena;; Attorney Name: Gerard Gosioco, Esq.,	Amalia Sosa-Avila 9457 Las Vegas Blvd S. Las Vegas, NV 89123 Case Number: OBC20-0670/0706 Client/Matter: OBC20-0670 Description: Please attempt service. Once complete, an affidavit of service is needed. Thank you. Base Charge : Total: Total Charges for Ref. - OBC20-0670:		\$ 80.00 \$ 80.00 \$ 80.00


6/3/2021

INVOICE PAYMENT DUE UPON RECEIPT

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing
SUPPLEMENTAL RECORD ON APPEAL was placed in a sealed envelope and sent by U.S.
certified mail in Las Vegas, Nevada, postage fully prepaid thereon for certified mail addressed to:

Todd M. Leventhal, Esq.
c/o David Clark, Esq.
9900 Covington Cross Dr., Ste. 120.
Las Vegas, NV 89144
CERTIFIED MAIL RECEIPT NO. 7020 1810 0002 0425 1993

DATED this 12th day of November 2021.

Sonia Del Rio
Sonia Del Rio, an Employee
of the State Bar of Nevada

STATE BAR OF NEVADA
SOUTHERN NEVADA DISCIPLINARY BOARD

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

REPORTER'S TRANSCRIPT OF FORMAL HEARING PROCEEDINGS

BEFORE HEARING PANEL CHAIR F. THOMAS EDWARDS

Grievance File Nos.: OBC20-0670 and OBC20-0706

By Zoom Videoconference

Taken on Monday, September 27, 2021

At 9:04 a.m.

Las Vegas, Nevada

Reported by: Carla N. Bywaters, CCR 866

Job No. 63932

TRANSCRIPT OF PROCEEDINGS

September 27, 2021

1 APPEARANCES:

2 Panel Members:

3 F. THOMAS EDWARDS, ESQ., Hearing Chair

4 MICHAEL B. LEE, ESQ., Panel Member

5 STEVE MOORE, Lay Member

6 Also Present:

7 J. GERARD GOSIOCO, ESQ., Assistant Bar Counsel

8 SONIA DEL RIO, Hearing Paralegal

9 TIFFANY BRADLEY, Hearing Paralegal

10 DAVID A. CLARK, Counsel for Respondent

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18 First Legal Deposition-Calendar@firstlegal.com
L.A. 855.348.4997

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TRANSCRIPT OF PROCEEDINGS

September 27, 2021

1	E X H I B I T S		
2	NUMBER	DESCRIPTION	ADMITTED
3	Respondent's		
4	G	Statement of Zan Mitrov	11
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9		TRANSCRIPT OF PROCEEDINGS	September 27, 2021
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TRANSCRIPT OF PROCEEDINGS

September 27, 2021

1 P R O C E E D I N G S

2 CHAIR EDWARDS: Let's go on the record.

3 Okay. We are reconvened because, after the
4 hearing, one of the witnesses, Zan Mitrov, sent a
5 notarized statement to counsel for Respondent. Based
6 upon that notarized statement, Respondent filed a motion
7 for a new trial, which I granted in part, ordering that
8 this panel reconvene and consider the statement by
9 Mr. Mitrov and consider whether it changes our findings
10 or conclusions or recommendations.

11 As I was preparing for the hearing today, I
12 took a look at the Standard 4.32 for ABA Standards for
13 Imposing Lawyer Sanctions to try to figure out what the
14 default-level sanction that would apply to the findings
15 as it relates to Ms. Sosa-Avila. So the idea is, for
16 purposes of the Panel, we aren't going to reconsider
17 anything that we're talking about as it relates to
18 Ms. Sosa-Avila, only as it relates to Mr. Mitrov.

19 But nonetheless, for purposes of determining
20 what the appropriate sanction is, I need to understand
21 what the default level sanction is as it relates to
22 Ms. Sosa-Avila. And Section 4.3 talks about various
23 states of mind and various levels of injury, but I don't
24 see one that's consistent with our findings that says
25 there was a knowing violation, which caused little or no

1 injury.

2 So, for both the State Bar and Mr. Clark, can
3 you please explain to the panel what you believe the
4 default level sanction is as it relates to our findings
5 with regard to Ms. Sosa-Avila?

6 MR. GOSIOCO: Court's indulgence, Mr. Edwards.
7 I will look through the standards and see which one is
8 most appropriate for Ms. Sosa-Avila.

9 MR. CLARK: And, for my part, as the chair and
10 the panel know, it is our position that you have to
11 break it down, and the State Bar has the burden of proof
12 to show the elements of an unfair transaction ahead of
13 time, and one of those elements is an adverse possessory
14 interest.

15 And, again, it is our position and the panel
16 heard it and disagreed with it. And since the State Bar
17 has not proven and established an adverse possessory
18 interest, their entire 1.8 Violation fails on its face.
19 Now, if they have proven it, the burden shifts to me to
20 prove that it was fair and reasonable.

21 But, at this point, we would -- our position
22 would be that they didn't prove their case, they didn't
23 prove a prima facie case, because they haven't
24 established an adverse possessory interest, which is an
25 element that they must prove.

1 However, if -- I would think that if you prove
2 that -- I know the ABA Standards, you know, impose a
3 baseline that's -- that's -- that's established before
4 the application of mitigating or aggravating factors,
5 but I would submit to you here that, since -- that the
6 baseline -- I know what the baseline is for the
7 standard -- of the ABA Standards.

8 But applying the mitigation, I would say that
9 it's -- it's a letter of caution, because he -- one, it
10 was never her property to begin with. She did take it
11 as collateral, but then she never paid him for it. So,
12 you know, all things considered, even with -- though
13 there's no harm to her, that he did not -- he did not
14 take an unfair advantage of anything, because there was
15 nothing to take advantage of.

16 In this case, even though you may find a
17 technical violation, the Rules still say that whether or
18 not discipline should be imposed for a violation is up
19 to the panel based upon a consideration of all the
20 circumstances. So, even if there's a violation, I would
21 submit that under the Nevada Rules of Professional
22 Conduct, you can even dismiss or impose a letter of
23 caution.

24 The ABA Standards are black letter, and they
25 tend to be tougher on their face, but then you'll apply

1 mitigating and aggravating circumstances. And, as even
2 the ABA Standards say, each factual situation is -- is
3 unique, and you must apply it to the particular
4 circumstances of each attorney. That's my long answer.
5 Thank you.

6 CHAIR EDWARDS: Okay. And, Mr. Clark, just
7 to -- just to make sure we're all on the same page, I
8 want to make clear that we are not going to reconsider
9 any of the findings or recommendations -- I guess -- the
10 findings as it relates to Ms. Sosa-Avila.

11 So my question is simply focused on what -- I
12 guess, hypothetically speaking, if we pretended that the
13 claim as it relates to Mr. Mitrov did not exist, what
14 would the baseline sanction be for the findings we have
15 already made as it relates to Ms. Sosa-Avila. That's
16 my -- my --

17 MR. CLARK: So, sort of a carve-out, if we --
18 yeah. I -- I -- I agree with that. I wouldn't expect
19 you to revisit Sosa -- Avila-Sosa, but that would be my
20 feelings in this case, or our position in this case,
21 that if you carve it out, and it's a stand-alone, then
22 that would be -- that would be the -- the appropriate
23 rem -- the appropriate sanction.

24 CHAIR EDWARDS: Okay. And the State Bar?

25 MR. GOSIOCO: Thank you, Mr. Chairman. And,

1 respectfully, the State Bar would disagree with
2 Mr. Clark's position that the State Bar did not prove an
3 adverse possession.

4 CHAIR EDWARDS: Don't waste your time. No,
5 no, no. We're only talking about sanctions.

6 MR. GOSIOCO: As it relates to sanctions, the
7 State Bar believes that Standard 4.33 would be most
8 applicable for Ms. Sosa-Avila, which states that
9 "Reprimand is generally appropriate when a lawyer is
10 negligent in determining whether the representation of a
11 client may be materially affected by the lawyer's own
12 interests or whether the representation will adversely
13 affect another client and causes injury or potential
14 injury to a client."

15 CHAIR EDWARDS: And I guess -- and my concern
16 about that is that's a negligence standard, and we found
17 there was a knowing violation, and that standard
18 requires injury or potential injury, and we found little
19 or no injury.

20 How do I square that or is -- or are we at a
21 stage where there simply isn't guidance, so the panel
22 has the leeway to figure it out ourselves?

23 MR. GOSIOCO: And I apologize, Mr. Chairman, I
24 did overlook the "knowingly" finding. In that case, the
25 standard -- the appropriate standard would be 4.32,

1 which states that "Suspension is generally appropriate
2 when a lawyer knows of a conflict of interest and does
3 not disclose to a client the possible effect of that
4 conflict and causes injury or potential injury to a
5 client."

6 CHAIR EDWARDS: Even -- even though we found
7 there was little or no injury?

8 MR. GOSIOCO: Correct, Mr. Chairman, the end
9 of ABA Standard 4.32 contemplates that it causes injury
10 or even potential injury to a client.

11 CHAIR EDWARDS: Okay.

12 Mr. Clark, anything in response?

13 MR. CLARK: I would submit that, on these
14 facts, you cannot even have potential injury, and I'll
15 submit on that.

16 CHAIR EDWARDS: Okay.

17 All right. Before we go into deliberations,
18 any questions from the panel members?

19 MR. LEE: No, no questions.

20 MR. MOORE: (Moves head side to side.)

21 CHAIR EDWARDS: Okay. All right. Then, we
22 will go off the record and head to our deliberation
23 room. Thank you.

24 (Recess taken.)

25 (Discussion held off the record.)

TRANSCRIPT OF PROCEEDINGS

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1 CHAIR EDWARDS: Okay. My understanding is the
2 parties stipulate to admit Mr. Mitrov's new statement
3 into evidence; is that right?

4 MR. CLARK: So stipulated.

5 MR. GOSIOCO: That is correct.

6 CHAIR EDWARDS: Do we know which -- what's the
7 next exhibit in order?

8 MR. GOSIOCO: The exhibits that should be
9 admitted are No. 1, Mr. Mitrov's statement; No. 2, the
10 Findings of Fact and Conclusions of Law resulting from
11 the formal hearing as well as the certified transcript
12 from the hearing.

13 CHAIR EDWARDS: And I guess, just so we don't
14 make the appellate record too confusing, can we continue
15 those numbers from the prior hearing; meaning, if we had
16 five exhibits --

17 MR. CLARK: Yeah, numbers or letters. The
18 Mitrov statement is Respondent's next in order.

19 CHAIR EDWARDS: Okay. And do you happen to
20 know what letter that is?

21 MR. CLARK: I knew you were going to ask that.
22 Let me check the caption. On page --

23 MR. GOSIOCO: The next -- sorry.

24 MR. CLARK: -- 6 would be -- we had -- the
25 State Bar -- I mean, Respondent had exhibits A through

TRANSCRIPT OF PROCEEDINGS

September 27, 2021

1 F, as in Frank. So I think it would be G?

2 MR. GOSIOCO: That is correct.

3 MR. CLARK: Okay.

4 CHAIR EDWARDS: Okay. So Respondent's
5 Exhibit G is admitted.

6 (Exhibit G was admitted into evidence.)

7 CHAIR EDWARDS: Anything else that we need to
8 address before we go into deliberations?

9 MR. CLARK: A point of clarification --

10 Mr. Clark -- was the panel privy to the briefing on this
11 motion?

12 CHAIR EDWARDS: No.

13 MR. CLARK: Okay.

14 CHAIR EDWARDS: Anything else?

15 MR. GOSIOCO: Nothing further from the State
16 Bar.

17 CHAIR EDWARDS: Okay. We'll go off the record
18 again and head into our deliberation room.

19 (Recess taken.)

20 CHAIR EDWARDS: All right. We are back on the
21 record.

22 The panel had an opportunity to consider
23 Respondent's Exhibit G and concluded that it does not
24 change any of our Findings of Fact, Conclusions of Law
25 or Recommendations. We are troubled at the possibility

1 that text messages were deleted, yet we find that there
2 is -- Mr. Mitrov's testimony, even absent the text
3 messages, still supports our findings.

4 We are also concerned that we haven't --
5 Mr. Leventhal did not show us what these deleted
6 messages were, and without that, we weren't -- we can't
7 conclude that the deletion of the text messages was
8 actually material.

9 As to the statement about drug use, clearly
10 that conflicts with his prior testimony, but that does
11 not change the panel's analysis.

12 And, as to the statement that Ms. Watson told
13 him not to say anything about something -- we don't know
14 what -- we find that statement to be too vague to --
15 to -- to make us reconsider. And it also appears to be
16 potentially collateral to the issues that we were
17 considering, so those are our findings.

18 Panel, anything I left out?
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19 MR. MOORE: (Moves head up and down.)

20 MR. LEE: No, nothing.

21 CHAIR EDWARDS: And I guess now I just
22 realized that we didn't go through the formality of
23 having everybody introduce themselves with being in the
24 transcript, so I guess let's -- just so we don't screw
25 that up.

TRANSCRIPT OF PROCEEDINGS

September 27, 2021

1 I'm Tom Edwards, the panel chair.

2 Would the Panel please introduce themselves,
3 lay member first.

4 MR. MOORE: Steve Moore, lay member.

5 MR. LEE: Michael Lee, panel member.

6 CHAIR EDWARDS: Okay. For the State Bar.

7 MR. GOSIOCO: Gerard Gosioco on behalf of the
8 State Bar.

9 CHAIR EDWARDS: And for Respondent.

10 MR. CLARK: David Clark on behalf of
11 Respondent, Todd Leventhal.

12 CHAIR EDWARDS: Okay. With that, any other --
13 any other items we need to take care of before
14 concluding the hearing today?

15 MR. GOSIOCO: Nothing further, sir.

16 CHAIR EDWARDS: Okay. Mr. Clark?

17 MR. CLARK: Nothing further.

18 CHAIR EDWARDS: Okay. Thank you all for
19 reconvening, and have a good rest of your day.

20 MR. CLARK: Thank you.

21 MR. GOSIOCO: Thank you, everyone.

22 (Reporter's Transcript of Proceedings was
23 recessed at 9:33 a.m.)

24

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TRANSCRIPT OF PROCEEDINGS

September 27, 2021

1 REPORTER'S CERTIFICATE

2 STATE OF NEVADA)
3) SS
4 COUNTY OF CLARK)

5 I, Carla N. Bywaters, a duly certified court
6 reporter licensed in and for the State of Nevada, do
7 hereby certify:

8 That I reported the taking of the foregoing
9 proceedings at the time and place aforesaid;

10 That I thereafter transcribed my shorthand notes
11 into typewriting and that the typewritten transcript of
12 said proceedings is a complete, true and accurate record
13 of testimony provided at said time to the best of my
14 ability.

15 I further certify that I am not a relative,
16 employee or independent contractor of counsel of any of
17 the parties involved in said action; nor a person
18 financially interested in the action; nor do I have any
19 other relationship with any of the parties or with
20 counsel of any of the parties involved in the action
21 that may reasonably cause my impartiality to be
22 questioned.

23 IN WITNESS WHEREOF, I have hereunto set my hand in
24 the County of Clark, State of Nevada, this 7th day of
25 October 2021.

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September 27, 2021

First Legal Deposition-Calendar@firstlegal.com
L.A. 855.348.4997

WHEN I FIRST FILED THE BAR
COMPLAINT I DELETED SOME MESSAGES
FROM MR. LEVENTHAL ABOUT WHERE MY
VIPER WAS LOCATED. AT THAT TIME
I WAS ON DRUGS. WHEN I TOLD
MS. WATSON THIS SHE TOLD ME NOT TO
SAY ANYTHING BECAUSE THAT CAN GET ME
IN TROUBLE. SHE ALSO TOLD ME THAT
NOTHING IS GOING TO HAPPEN TO TODD LEVENTHAL
I FEEL BAD FOR LYING BUT I FELT
~~BAD~~ FORCED BY MS. WATSON ALSO
SAW DOCUMENT MS. WATSON MADE
STATEMENTS THAT I DIDN'T SAY

ZAN MITROU

