29

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Supreme Court
SCAD-19-0000561
16-JUL-2020
11:34 PM

EXHIBIT "A"

PART TWO OF THREE PARTS

EXHIBIT 18

Office of Disciplinary Counsel
^01 Merchant Street, Suite 1600
lonolulu, Hawai'i 96813
Telephone (808) 521-4591
www.odchawaii.com

Chief Disciplinary Counsel
Richard A. Platel. Esq.

Deputy Chief Disciplinary Counsel
Yvonne R. Shinmura. Esq.

Assistant Disciplinary Counsel
Bruce B. Kim. Esq.
Jane S. Preece. Esq.

Paralegal
Monty Anderson. Esq.

Investigators
George Elerick
Kathleen E. Ferreira
Robert Kauffman
James M. Murphy

October 3, 2016 CONFIDENTIAL

Via Hand-Delivery

Gary Victor Dubin, Esq.
Harbor Court
55 Merchant Street, Suite 3100
Honolulu, Hawai'i 96813

Re: Robert King Andia
ODC 16-O-147

Dear Mr. Dubin:

As you know, our office is investigating the complaint from your client Robert Andia.

To assist us with considering that complaint, please answer the following questions:

1. Did you have the permission of either Robert Andia or Carmelita Andia to sign their names on the back of the settlement check for $132,000?

2. If you answered the above question as Yes, please describe how you obtained that permission and provide any documents or other evidence supporting your contention that you had their permission.

3. Did you inform the Andias that the hourly rate for associates had changed from the rate set forth in paragraph 10 of your 2012 Legal Services Agreement?

4. If you answered the above question as Yes, please describe how you informed them and provide any documents or other evidence supporting your answer.

5. Were Richard Tucker Forrester and Andrew Goff associate attorneys when they worked on the Andias case?

6. Explain why Andia was billed $385.00 per hour for work performed by Richard Tucker Forester and Andrew Goff.

Please provide your answers to us by **Thursday, October 13, 2016**. Thank you for your attention to this matter.

Very truly yours,

George Elerick

GEORGE ELERICK
INVESTIGATOR

GE:bj

EXHIBIT 19

Dubin Law Offices

55 Merchant Street
Suite 3100, Harbor Court
Honolulu, Hawaii 96813

(808) 537-2300 (808) Dubin Law
Facsimile (808) 523-7733
Toll Free (888) Dubin Law
Writer's E-Mail: rforrester@dubinlaw.net

April 1, 2016

VIA FIRST CLASS MAIL

Mr. George Elerick
Investigator
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813

RE: Robert King Andia

Dear Mr. Elerick:

I have read through the complaint made by Mr. Andia. Most of the complaint seems to be related to a billing dispute. As a preliminary note, I do not handle any aspect of billing here at Dubin Law Offices and I am not involved with incoming money from clients or from settlements. However, I will respond to each allegation made against me separately for clarity.

As background, I first started working on Mr. Andia's case in 2012. I helped draft a Counterclaim against Bank of America while the case was mostly handled by an attorney here Andrew Goff. Mr. Goff left Dubin Law Offices some time later (about two years) and I again started working on the matter.

Mr. Andia bought a very upscale home in Port Lock Hawaii Kai which he was not able to afford. Eventually, he defaulted on his payments. Mr. Andia was always a very difficult, demanding, and contentious client. His case required a lot of work and he regularly schedule phone conferences and in-person meetings. Despite the fact that his claim against Bank of America was on the weak side, I was able to negotiate a very large settlement from Bank of America. Given that the crux of Mr. Andia's claim is that he simply got a month behind and did not realize it, I consider the settlement a great success.

During the process of negotiating the settlement, Mr. Andia became very concerned about the money and about how it was going to be transferred. He indicated to me that he had an ex-wife that was owed child support payments and he was concerned about whether or not she would be able to find out about the settlement. I did not give him any advice on his avoiding paying child support; however, it was apparent to me that he was very concerned about how specifically he would be receiving the money. In any event, the settlement agreement provided that the check would be written to the Dubin Law Offices Client Trust Account and Mr. Andia signed the agreement and I also believe that the fact that the settlement agreement provided that the check be made to the Dubin Law Offices Client Trust Account came up in the conversation when he was concerned about his ex-wife finding out about the settlement.

1. On page three of Mr. Andia's complaint he states that he contacted me to request an update and that I told him that I was waiting for the signed agreement from Cades Schutte and that Gary Dubin was preparing an invoice. TRUE.

2. On the same page Mr. Andia states that he believed he had entered into a "flat fee" retainer. FALSE, actually Mr. Andia told me that he *did* enter into a flat fee agreement for services.

3. On the same page Mr. Andia states that I informed Mr. Andia that his agreement was a standard retainer agreement. TRUE, in response to Mr. Andia telling me that he entered into a flat fee agreement, I looked up his retainer agreement and sent him a copy.

4. On the same page Mr. Andia states that he questioned me as to why he never received an invoice over the three-year period that we had been represented by Dubin Law Offices. FALSE, I do not have any record of Mr. Andia asking me any such questions; however, I will note that his retainer agreement states under the paragraph titled "Billing Statements": "We will provide you with periodic billing statements only at intervals you may request."

5. On the same page Mr. Andia states that I left early for the day. I can neither confirm or deny as I do not have a record of the time I left my office on November 6, 2015.

6. On the same page Mr. Andia states that he left me a voicemail informing me that Pat McHenry of Cades Schutte had told him that Dubin Law Offices received the settlement check. TRUE.

7. On page five, Mr. Andia states that I lied by claiming that I had never seen the check because my signature is on the Stipulation for Dismissal that was delivered with the check. FALSE, I never lied. As I stated before, I don't handle any incoming payments from clients and I never saw the settlement check in this matter until I received instant ODC Complaint. I do not doubt that I signed the Stipulation for Dismissal; however, if a check was delivered with it, the check was probably sorted by our receptionist.

8. On the same page, Mr. Andia claims that I had colluded not to disclose that I received the settlement check. FALSE, I never discussed anything of the sort with Gary or anyone else. Oftentimes settlement checks lag behind the actual execution of the settlement documents and as the settlement agreement Mr. Andia signed provided that the check would be made out to the Dubin Law Offices Client Trust Account, I was not expecting to see it or to have to deal it.

9. On the same page, Mr. Andia claims that I wrote an email that stated "This is ridiculous. I never even saw your settlement check or knew anything about it until you went crazy. I don't understand why you assumed you wouldn't have to pay us for our services." TRUE.

10. On page seven, Mr. Andia claims that I was not transparent and that I used my expertise in an attempt to overcharge him. FALSE, I was always completely forthright with Mr. Andia and I remember specifically in one of the in-person meetings he requested that I reminded him that my time was being billed to his account. I often remind my clients of that fact when they are using excessive amounts of time to go over things which are either duplicative or not important – which Mr. Andia often did. As a side note, Mr. Dubin states that he actually discounted Mr. Andia's bill and based on the amount

of time I spent on Mr. Andia's case as well as the effort that I witnessed from Mr. Goff, I believe that is true.

On the claim of "Malpractice" I just have to say that Mr. Andia faired much better than a lot of people who have much more sympathetic stories and stronger legal cases. His success in this case was in every way attributable to the extraordinary efforts that Mr. Goff and myself took on his case. It is absolutely ridiculous to suggest I committed malpractice by getting Mr. Andia a three figure settlement on the facts that we had to work with.

I believe I have addressed every instance in which Mr. Andia claimed that I took some undesirable action. As I stated previously, I do not have knowledge as to most of the events Mr. Andia has written about. However, if there is anything else I can be of assistance on, please do not hesitate to contact me

Sincerely,

RICHARD T. FORRESTER, ESQ.

EXHIBIT 20

Dubin
Law
Offices

55 Merchant Street, Suite 3100
Harbor Court, Honolulu, Hawaii 96813

Honolulu (808) 537-2300 Facsimile (808) 523-7733
San Francisco (415) 659-9855 Los Angeles (213) 947-6262
San Diego (619) 677-6200 Toll Free: (888) dubinlaw

Writer's E-Mail: gdubin@dubinlaw.net
www.dubinlaw.net

ATTORNEYS LICENSED IN HAWAII, CALIFORNIA AND NEVADA

November 7, 2015

Robert and Carmelita Andia
7113 Pilaa Place
Honolulu, Hawaii 96825

Re: The Bank of New York Mellon v. Andia; Civil No. 12-1-1412 BIA

Dear Robert and Carmelita:

Enclosed please find the verified accounting for the work on your foreclosure case above-referenced, together with your net proceeds from the recent partial settlement pertaining solely to your Counterclaim.

As previously advised, the settlement check was written on a Rhode Island Bank, as a result of which we have had to wait for it to clear. Just to be safe, please do not deposit the enclosed check until this coming Tuesday.

We are extremely pleased with the settlement reached. It is the largest settlement we have yet secured for clients without a complete termination of a foreclosure case.

As you know, we still have the second half of the case to prosecute for which most of the preparatory work has already been done, and hopefully that too will end with a victory.

Ordinarily, our fees in a typical foreclosure case, which takes between one and one-half to two years to completion, run between $20,000 and $25,000. I design the defense and things play out. In your case, however, there were many complications.

First, you had us file, thankfully, your Counterclaim in addition to our standard Answer with affirmative defenses.

Second, the case has been ongoing for nearly four years, double what is typical.

Third, we have had to battle two lender law firms filing motions.

For those three reasons, the charges were understandably more, as a result of which we deliberately negotiated to make sure that the partial settlement would more than cover our charges as well.

We remain perplexed by your confusion, your being a businessman, anticipating that we were doing all of this work for you on a flat fee basis, and as you have now acknowledged, you were mistaken.

As for your concern that we did not hound you for the additional amounts above your initial retainer, we thought to the contrary that you would appreciate our patience, as we anticipated a more than offsetting settlement on the Counterclaim which in fact has occurred.

Please review the work done carefully and you will understand not only the amount of skilled effort that has gone into your case, but how much success we have had in what is too often to the contrary a graveyard in court for borrowers.

Indeed, I seriously doubt that there is a borrower in foreclosure, past and present, in Hawaii that has ever achieved what we have achieved for you thus far.

You indicated yesterday by email that you desire that we continue representing you in your foreclosure case. That being the case, Richard estimates that it will cost in fees about $8,000 more to complete the case. Again, that is an estimate only. As a result, I will retain $8,000 in our client trust account for that purpose.

If however you wish to replace us as your counsel, the $8,000 will be immediately released to you.

Thank you for allowing us to successfully represent you.

Very truly yours,

Gary Victor Dubin

GVD/o
enclosures
($62,297.13)

copies w/encl. to:
Richard T. Forrester, Esq.
Frederick J. Arensmeyer, Esq.

Dubin Law Offices

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Harbor Court, Honolulu, Hawaii 96813

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ATTORNEYS LICENSED IN HAWAII, CALIFORNIA AND NEVADA

INVOICE FOR PROFESSIONAL SERVICES AND COSTS

CLIENTS: Robert King Andia and Carmelita Andia
PERIOD: February 17, 2012 through November 6, 2015
CASE: The Bank of New York Mellon v. Andia
COURT: First Circuit Court; Case No. 12-1-1412
JUDGE: The Honorable Bert I. Ayabe

DATE	ATTY	DESCRIPTION OF WORK	HOURS
02/17/12	gvd	Client Office Meeting	1.50
07/25/12	gvd	Reviewed Complaint and Client Materials	7.50
08/05/12	gvd	Researched Chain of Title Issues in Westlaw	4.25
08/06/12	ag	Continued Chain of Title Research	5.95
08/07/12	gvd	Researched Affirmative Defenses, LM Issues	3.45
08/08/12	ag	Further Research, Affirmative Defenses	2.95
08/08/12	ag	Prepared Answer to Complaint	3.10
08/22/12	rtf	Drafting Counterclaim,Third Party Complaint	4.50
08/23/12	rtf	Drafting Counterclaim,Third Party Complaint	4.80
08/24/12	rtf	Drafting Counterclaim,Third Party Complaint	5.80
08/24/12	rtf	Researched Negligent Supervision	2.40
08/24/12	rtf	Researched Breach of Contract, Good Faith	3.00
08/27/12	rtf	Drafting Counterclaim,Third Party Complaint	6.00
08/28/12	rtf	Drafting Counterclaim,Third Party Complaint	3.10
08/29/12	rtf	Drafting Counterclaim,Third Party Complaint	6.70
08/30/12	rtf	Discussions with ag and gvd re above	2.30
08/30/12	ag	Finalized First Amd. Answer, Counterclaim	8.90
08/30/12	gvd	Researched First Amd. Answer Counterclaim	4.90
10/10/12	gvd	Reviewed, Research Partial Motion/Dismiss	3.25
10/28/12	ag	Discussions with Opposing Counsel	1.10
10/29/12	ag	Agreed on Stipulation To Continue PD Motion	0.50
10/30/12	ag	Telephoned Court re Continuance	0.25
11/09/12	ag	Reviewed, Researched Reply PM To Dismiss	7.50
11/13/12	ag	Preparation, Attendance at Court Hearing	1.75

12/16/12	gvd	Reviewed Motion To Dismiss Counterclaim	3.55
12/17/12	ag	Telephoned Court re Stipulation	0.30
01/22/13	ag	Preparation, Hearing on Counterclaim	3.15
06/26/13	ag	Preparation, Court Hearing on Counterclaim	5.55
07/09/13	ag	Telephoned Court Rescheduling Hearing	0.15
07/23/13	ag	Preparation, 2nd Hearing, Status Conference	4.60
12/10/13	ag	Preparation, 3rd Hearing, Status Conference	3.95
01/19/14	ag	Reviewed PRS Extension Requests by RCO	0.50
02/20/14	ag	Preparation, 4th Hearing, Status Conference	3.90
04/30/14	ag	Telephoned Clerk, Rescheduling Conference	0.15
06/17/14	ag	Preparation, 5th Hearing, Status Conference	2.90
07/16/14	ag	Court Telephone Conference re Mediation	1.00
07/09/14	ag	Reviewed 4th PRS Extension Requests by RCO	0.00
11/24/15	rtf	Review Case File, Settlement, Assigned Case	0.00
11/25/14	rtf	First Request for Production of Documents	0.60
12/17/14	rtf	Discussion with McHenry re Settlement	0.10
12/18/14	rtf	Reviewed Settlement Agreement Draft	3.10
12/18/14	rtf	Correspondence with McHenry re Settlement	0.50
12/23/14	rtf	Respond to RCO re Discovery Extension	0.20
12/23/14	rtf	Correspondence with McHenry re Doc. Changes	1.10
12/30/14	rtf	Correspondence with RCO re Meet and Confer	0.50
01/05/15	rtf	Correspondence with McHenry and Client	1.00
01/08/15	rtf	Correspondence with McHenry and Client	0.20
01/08/15	rtf	Meet and Confer with RCO re Discovery	0.90
01/12/15	rtf	Request PSA from SEC	0.90
01/13/15	rtf	Tracking Hernandez Contact Info for Client	1.30
01/13/15	rtf	Telephone Conference with Client	0.60
01/14/15	rtf	Correspondence with McHenry re Settlement	0.10
01/16/15	rtf	Reviewed 5th PRS Extension Requests by RCO	0.00
01/26/15	rtf	Reviewed New Draft of Settlement Agreement	2.20
01/30/15	rtf	Correspondence with RCO re Meet and Confer	1.00
02/09/15	rtf	Telephone Conference with Client	0.70
02/23/15	rtf	Reviewed RCO Response to Document Request	0.30
02/27/15	rtf	Correspondence with Client re Settlement	0.30
03/01/15	rtf	Correspondence with McHenry re Settlement	1.10
03/11/15	rtf	Correspondence with McHenry re Settlement	0.40
03/11/15	rtf	Correspondence with Client re Settlement	1.20
03/13/15	rtf	Correspondence with McHenry re Settlement	1.30
03/13/15	rtf	Correspondence with Client re Settlement	1.20
03/30/15	rtf	Reviewed Email from Client re Settlement	0.20
04/01/15	rtf	RCO Email re inspection of original note	0.10
04/07/15	rtf	Reviewed RCO Discovery, Scheduled Meeting	0.50
04/08/15	rtf	Emails from RCO	0.20
04/13/15	rtf	Travel to RCO To Inspect Original Note	1.10
04/14/15	rtf	Correspondence with McHenry re Settlement	0.70

04/27/15	rtf	Reviewed Email from Client re Settlement	0.90
04/27/15	rtf	Reviewed Email from Client re Settlement	0.10
05/01/15	rtf	Reviewed Emails from Client and gvd	2.50
05/11/15	rtf	Telephone Conference with Client	0.30
05/18/15	rtf	Office Meeting with Client	1.20
05/26/15	rtf	Reviewed, Updated Plaintiff Counsel Change	0.40
05/27/15	rtf	Reviewed Significance Change of Counsel	0.00
06/01/15	rtf	Email To Speed Up Settlement with McHenry	0.90
06/01/15	rtf	Telephone with McHenry re Settlement	0.70
06/02/15	rtf	Telephone Conference with Client	0.40
06/03/15	rtf	Correspondence with McHenry re Settlement	0.20
06/05/15	rtf	Correspondence with Client re Settlement	0.20
06/18/15	rtf	Correspondence with McHenry and Client	0.10
06/23/15	rtf	Correspondence with McHenry re Settlement	0.80
06/23/15	rtf	Correspondence with gvd re Case Status	0.20
06/23/15	rtf	Correspondence with Client re Settlement	1.30
06/25/15	rtf	Correspondence with McHenry re Settlement	0.10
07/29/15	rtf	Correspondence with McHenry re Revisions	1.30
08/18/15	rtf	Correspondence with gvd re Final Details	2.20
08/18/15	rtf	Review Settlement, New Draft to Client	0.50
08/31/15	rtf	Discussion with Client re Settlement	0.20
08/31/15	rtf	Reviewed, Suggested Final Change to McHenry	2.10
09/02/15	rtf	Reviewed Case and Settlement Documents	3.50
09/04/15	rtf	Reviewed Files	0.10
09/04/15	rtf	Correspondence with Client	0.30
09/09/15	gvd	Discussion with rtf Regarding Case Progress	1.00
09/22/15	rtf	Telephone with Client	0.30
09/25/15	rtf	Telephone with Client	0.30
09/29/15	rtf	Telephone with Client	0.50
10/06/15	rtf	Correspondence with McHenry re Settlement	0.50
10/14/15	rtf	Correspondence with McHenry re Settlement	0.25
10/15/15	rtf	Correspondence with McHenry re Settlement	0.25
10/17/15	rtf	Reviewed Settlement Agreement	4.00
10/17/15	rtf	Correspondence with McHenry re Settlement	0.25
10/19/15	rtf	Telephone with Client	0.20
10/27/15	rtf	Correspondence with McHenry re Settlement	0.25
10/31/15	rtf	Correspondence with McHenry re Settlement	0.75
11/06/15	gvd	Correspondence with Client	1.75
11/06/15	gvd	Discussions with rtf and Fred Arensmeyer	2.50

ATTORNEYS	HOURS	AMOUNT
Andrew Goff (ag)($385/hr)	57.05	$21,964.25
Richard Tucker Forrest (rtf)($385/hr)	90.25	$34,746.25
Gary Victor Dubin (gvd)($450/hr)	33.65	$15,142.50

CLIENT COSTS ADVANCED	AMOUNT
Westlaw Computer Research	$ 1,865.00
Photocopies	$ 780.00
Postage	$ 85.20
Service of Process (10/19/12)	$ 38.00
Messengers	$ 50.00
Bureau of Conveyances (08/09/12)	$ 12.57

Amount of Fees Charged Entire Period	$ 71,853.00
Amount of Costs Advanced Entire Period	$ 2,830.77
Total Charges Entire Period (2012-2015)	$ 74,683.77
Plus Hawaii State General Excise Tax	+ 3,519.10
Interest Charged on Unpaid Balances	$ 0.00
Total Amount Payable for Entire Period	$ 78,202.87
Minus Payments Made By Client (2/21/12)	- 16,500.00
Balance Due for Entire Period (2012-2015)	$ 61,702.87
Amount of Partial Settlement	$ 132,000.00
Minus Amount Due Dubin Law Offices	- 61,702.87
Subtotal Amount Due Client	$ 70,297.13
Amount Required To Replenish Retainer	$ 8,000.00
Plus Amount Due to Dubin Law Offices	+ 61,702.87
Total Amount Due Dubin Law Offices	$ 69,702.87
Amount of Partial Settlement	$ 132,000.00
Minus Amount Due Dubin Law Offices	$ 69,702.87
Total Amount Paid Client (11/6/15)	$ 62,297.13

TOTAL AMOUNT DUE: $ 0.00

EXHIBIT 21

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Robert King Andia <kinghawaii@hawaii.rr.com> Mon, Nov 23, 2015 at 11:12 AM
To: Gary Victor Dubin <gdubin@dubinlaw.net>
Cc: Richard Forrester <rforrester@dubinlaw.net>

Aloha Mr. Dubin,

When would be a good time for me to come and pick up my files and my check?
I would like to meet with you at that time.

Thank you.
Aloha, Robert Andia

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Gary Victor Dubin <gdubin@dubinlaw.net> Mon, Nov 23, 2015 at 11:44 AM
To: Robert King Andia <kinghawaii@hawaii.rr.com>
Cc: Richard Forrester <rforrester@dubinlaw.net>
Bcc: gdubin@dubinlaw.net

Richard:

Okay. Probably Wednesday. Will be in touch shortly.

Takes time for Richard to get the files together.

And for your information should you think otherwise we make no interest on your $8,000 as like the rest of the funds because all attorney client trust account interest goes instead in this State automatically to fund legal aid programs.

Gary

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Harbor Court, Suite 3100
55 Merchant Street
Honolulu, Hawaii 96813

gdubin@dubinlaw.net
(808) 537-2300 (office)
(808) 392-9191 (cellular)
(808) 523-7733 (facsimile)
[Quoted text hidden]

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Robert King Andia <kinghawaii@hawaii.rr.com> Mon, Nov 23, 2015 at 12:39 PM
To: Gary Victor Dubin <gdubin@dubinlaw.net>

I'm sorry,

i don't understand this interest comment.

Is it possible to just draft our check for the $8,000 and have it waiting for us since I informed you that we would be coming by to pick it up?

Thank you.
Robert
[Quoted text hidden]

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Gary Victor Dubin <gdubin@dubinlaw.net> Mon, Nov 23, 2015 at 12:53 PM
To: Robert King Andia <kinghawaii@hawaii.rr.com>
Bcc: gdubin@dubinlaw.net

Yes. I was going to give it to you with the files.

Dubin Law Offices
Harbor Court, Suite 3100
55 Merchant Street
Honolulu, Hawaii 96813

gdubin@dubinlaw.net
(808) 537-2300 (office)
(808) 392-9191 (cellular)
(808) 523-7733 (facsimile)

[Quoted text hidden]

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Robert King Andia <kinghawaii@hawaii.rr.com>
To: Gary Victor Dubin <gdubin@dubinlaw.net>

Mon, Nov 23, 2015 at 12:56 PM

Thank you.
[Quoted text hidden]

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Gary Victor Dubin <gdubin@dubinlaw.net> Wed, Nov 25, 2015 at 9:48 AM
To: Robert King Andia <kinghawaii@hawaii.rr.com>
Bcc: gdubin@dubinlaw.net

Robert:

Your files and your check for $8,000 will be at our front desk for you after 1:00 p.m. today. If you are unable to come by today, we will be closed on Thursday but open all day this Friday.

Happy Thanksgiving and good luck on the balance of your case.

Gary

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Suite 3100, Harbor Court
55 Merchant Street
Honolulu, Hawaii 96813

Office: (808) 537-2300
Cellular: (808) 392-9191
Facsimile: (808) 523-7733
Email: gdubin@dubinlaw.net
[Quoted text hidden]

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Andia files

Gary Victor Dubin <gdubin@dubinlaw.net> Wed, Nov 25, 2015 at 1:42 PM
To: Robert King Andia <kinghawaii@hawaii.rr.com>
Bcc: gdubin@dubinlaw.net

Robert:

Do you plan to come by today to pick up your files and your check?

I had not realized it when I earlier today emailed you, but our office manager gave our staff including the receptionist the afternoon off.

So I insisted that he sitat the reception desk as a result in case you come by this afternoon.

Let me know therefore your plans. Unless I hear back from you, we will be closing as usual today at 5:00 p.m. today.

Gary

Dubin Law Offices
Harbor Court, Suite 3100
55 Merchant Street
Honolulu, Hawaii 96813

gdubin@dubinlaw.net
(808) 537-2300 (office)
(808) 392-9191 (cellular)
(808) 523-7733 (facsimile)

[Quoted text hidden]

EXHIBIT 22

Dubin Law Offices

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Writer's E-Mail: gdubin@dubinlaw.net
www.dubinlaw.net

April 1, 2016

HAND DELIVERED

Mr. George Elerick
Investigator
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813

Re: Robert King Andia

Dear Mr. Elerick:

I am writing in response to your letter dated March 18, 2016 requesting a detailed written response by today pertaining to the complaint of Mr. Robert King Andia ("ANDIA") to your Office dated March 1, 2016 (collectively "ANDIAS" when referring to both him and his wife below).

1. I started foreclosure defense in this State around thirty years ago, before which time our courts asked borrowers only if they were current with their mortgages, thereafter having won just since 2000 alone over 40 appeals in both Hawaii appellate courts, in the Ninth Circuit Court of Appeals, and in the United States Supreme Court, which decisions have extended borrowers' rights nationwide, culminating in my weekly national radio foreclosure talk show co-hosted by former Hawaii Governor John Waihee (www.foreclosurehour.com), heard in Hawaii on KHVH-AM Sundays at 3:00 p.m. on Fox News Radio.

2. Although most of our clients are extremely grateful for our services, and indeed we are successful to a large extent in most of our cases although such settlements are usually required to be confidential and hence our successes unknown to the general public, occasionally we have clients who are frankly simply dishonest, trying to game the system, and ANDIA is one of the most blatant examples.

3. Briefly, I have maintained a Client Trust Account, presently entitled Account No. 01-124404, as an IOLTA Account for client funds pursuant to Rule 11 of the Rules of the Supreme Court of the State of Hawaii as a Member of Private Banking at First Hawaiian Bank ("FHB") for more than 35 years.

4. During all of those 35 years, I have never had a client complain about my depositing a settlement check in my Client Trust Account. I have always followed the instructions of FHB with respect to such deposits as explained below.

5. On or about February 17, 2012, the ANDIAS had been behind paying their first mortgage in the amount of $1,000,000 in favor of Countrywide Home Loans, Inc. and in paying their second mortgage in the amount of $237,500 also in favor of Countrywide Home Loans, Inc., and solicited my legal assistance, signing a "2012 Legal Services Agreement" and agreeing to provide me with an "Agreed Minimum Retainer of $15,000 in "fees" and $1,500 in "costs."

6. Said 2012 Agreement, set forth in **Exhibit "A"**, specified, in its Paragraph 15 that "Whenever your Minimum Fee Retainer . . . is exhausted, you will be required to make additional deposits . . . within 30 days, to cover future fees, and in its Paragraph 16 that "You hereby grant us a lien on your claims or causes of action which are the subject of our representation, and on any recovery or settlement thereof, for any sums owed us during or after our representation."

7. I received a check for $16,500 from the ANDIAS on February 21, 2012. On February 25, 2012 that check was returned, dishonored by the ANDIAS' bank. A replacement check was requested and eventually provided by ANDIA.

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9. The Foreclosure Litigation has proceeded for more than approximately four years and to this day, during which time the ANDIAS have paid nothing on their mortgages for approximately one-half decade while remaining in their residence.

10. During said four-year period, their Foreclosure Litigation was aggressively pursued by me and by Members of my law firm, including Mr. Forrester who ANDIA also ungratefully complains of to your Office, consisting of numerous court hearings, status conferences, and protracted discovery, as well as the filing of a First Amended Answer on behalf of the ANDIAS by my law firm on August 30, 2012, which included a Counterclaim against the Bank of America, National Association ("BOA"), as loan servicer of their first mortgage, and the filing of a Third-Party Complaint against two other entities, the identities of which are not relevant to this response.

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12. Until recently the ANDIAS had never complained regarding my legal representation, ANDIA continuing since 2012 to email me "Thank you, Mr. Dubin . . . for your hard work and efforts to help us in this matter."

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14. The settlement check, set forth in **Exhibit "C"**, was received by my law firm and deposited in my FHB Client Trust Account, *supra*, on November 3, 2015, made payable to the ANDIAS at my office address, after BOA's counsel reported on October 28, 2015 that "the check is being sent to me by currier," but it was not delivered to my law office until November 3, 2015.

15. It is the customary and standard practice in litigation in Hawaii to make settlement checks out to both opposing parties and their counsel, and in this instance not only did the "Settlement and Release Agreement" require the promises of mine as a part of the settlement as well, but required my W-9 IRS Form submitted to BOA at its request which was attached to the "Settlement and Release Agreement."

16. It has also been the customary and standard practice of mine to sign or type my clients' names on the back of settlement checks, often typing or writing or hand printing the names of client entities thereon in order to deposit settlement checks immediately into my FHB Client Trust Account as a convenience for my clients and because usually less time will be required in attorney trust accounts to clear large settlement checks than is typically the case with client accounts, especially those clients with poor credit standing like the ANDIAS, and whereas two-party checks are more difficult to deposit except in attorney client trust accounts.

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19. Meanwhile, ANDIA kept hounding my law firm for the funds before they cleared, and his being told that they would be distributed when the funds cleared and that monies would be owed to my law firm obviously as well, at first ANDIA displayed an emotional tantrum, claiming that he had a flat fee arrangement with me for the past four years no matter how much legal work was done and no matter how much costs were advanced, yet when shown his 2012 Legal Services Agreement, *supra*, ANDIA reversed himself, although in his complaint to you nevertheless repeats his "flat fee" fallacious argument, emailing me that he never intended not to pay me for the fees and costs incurred in his then nearly four-year-old foreclosure case (see **Exhibit "D"**, especially last page: "I may have been mistaken that this was a flat fee rate" and contrast that with his blatant lie to you in his complaint).

20. I had prepared and then mailed to the ANDIAS on November 7, 2015 a progress invoice for unpaid past fees and costs with a complete hourly and cost accounting in his Foreclosure Litigation, set forth in **Exhibit "E"**, including my Client Trust Account check for the balance made payable to the ANDIAS, set forth in **Exhibit "F"**, specifically informing the ANDIAS that I had however retained a small amount ($8,000) for the completion of the case if they wanted me to continue representing them or those funds would be also distributed to them immediately at their request.

21. I further advised ANDIA by email that the funds should clear by November 9, 2015. The ANDIAS eventually cashed the check at FHB on November 17, 2015.

22. Prior to November 17, 2015 ANDIA never complained about the distribution of settlement proceeds, and after learning that he had cashed his check on November 17, 2015, as required by Rule 15, *supra*, I proceeded to withdraw the balance of the settlement funds in my client trust account by November 19, 2015, except for the partial advance retainer for the rest of the case, which ANDIA then came to my office on November 25, 2015 to pick up his files and the advance retainer earlier withheld promptly paid to him immediately when requested by him, set forth in **Exhibit "G"**, his informing me that he would secure replacement counsel.

23. It was at that November 25, 2015 meeting that for the first time ANDIA questioned me concerning the billing rates for two Members of my law firm, challenging the amount of $19,885.50 over what ANDIA thought was provided in his 2012 Legal Services Agreement, *supra*, and following my explanation regarding periodical increases in billing rates and the superiority of our services, rendered on his behalf without knowing whether we would ever be paid, ANDIA said he was satisfied and left my office with pleasantries and thanks. ANDIA by the way is a sophisticated businessman, although pretending in this situation to be an uneducated victim having relied on attorneys and not himself understanding anything, which is a complete lie.

24. It was only weeks later just before Christmas in December that ANDIA raised the claimed $19,885.50 overcharge with me again in a series of email exchanges, and when asked thereafter by me why he said he was satisfied with my earlier November explanation at our earlier November meeting, ANDIA claimed that he feared that if he objected I would not give him his advance retainer of a few thousand dollars being withheld, which made no sense whatsoever, and ANDIA would repeat that excuse in a series of emails thereafter to me, acknowledging that in November he had approved the distribution of the settlement funds for a second time.

25. Thereafter, in a constant stream of angry emails ANDIA proceeded to blame me for his alleged expected loss of his home, complaining that he had been cheated by his former business attorney which underscores his apparently hatred of attorneys, had cancer, and his life was in ruins, even though I had secured for him probably the largest settlement of his foreclosure Counterclaim alone in Hawaii legal history after four years of foreclosure defense work done by my law office substantially without payment, and ANDIA repeatedly angrily emailed me that I had refused to continue to represent him which was contrary to fact as shown in email after email that I had previously sent him.

26. ANDIA then called BOA's local counsel, Patricia McHenry, and FHB officers and accused me of forging the ANDIAS' names to the BOA settlement check despite the fact that he knew the BOA check had been received and was told the funds had been deposited in my FHB client trust account awaiting clearance so that they could be distributed, and he was given the proposed distribution and had actually agreed on the distribution, waiting thereafter to complain about a relatively small amount of the total settlement funds.

27. In response I offered to arbitrate our differences under the Hawaii State Bar Voluntary Fee Dispute Program or to split the difference or to place the disputed $19,885.50 back in the client trust account or to litigate the matter, but all that ANDIA has done since has been to threaten me with losing my law license and to defame me to other Hawaii attorneys and to FHB officers and to the police, accusing me of forgery, ignored by everyone knowing that forgery requires an intent to steal monies and to conceal identity belied by my initialing the signatures as the author of same exactly as FHB in the past had required of me – so he now goes to your Office with his venomous complaint.

28. ANDIA was initially trying to get the settlement funds paid to him directly, that being his true intent so that there would be no paper trail in the Foreclosure Litigation as he had changed his name from "Robert Keidser" we later learned in order to hide the settlement monies to avoid paying child support to his former wife, which intended felony of his we refused to participate in, which is apparently what started his Jihad against me.

Everything concerning my email correspondence with ANDIA and his admissions and contradictions therein set forth above is fully documented in my voluminous additional email exchanges with ANDIA, whose dishonestly has placed enough time burdens on me already when his complaint is in contrast wholly lacking in evidentiary support.

Very truly yours,

/s/ Gary Victor Dubin
Gary Victor Dubin

GVD/o
enclosures

copy w/encls. to:
Richard T. Forrester, Esq.

Dubin Law Offices

55 Merchant Street
Suite 3100, Harbor Court
Honolulu, Hawaii 96813

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May 2, 2016

HAND DELIVERED

Mr. George Elerick
Investigator
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813

Re: Robert King Andia

Dear Mr. Elerick:

To bring you up-to-date in this matter, Mr. Andia submitted his same unsworn accusations to First Hawaiian Bank as he did to your Office, which froze funds as they investigated the matter.

I then filed a Special Proceeding in the First Circuit Court to oppose his unsworn accusations.

The Honorable Virginia Lea Crandall to whom the matter was assigned reviewed the facts and found no basis for his unsworn accusations.

Judge Crandall even issued an *Order To Show Cause* to the Andias why the funds should not be released, and they did not even show up at the court hearing on the return date of the *Order To Show Cause* to contest the matter.

Judge Crandall's *Order Granting Petitioner's Motion for Immediate Release of All Client Trust Funds Wrongfully Held by Respondent First Hawaiian Bank* is enclosed.

Very truly yours,

/s/ Gary Victor Dubin
Gary Victor Dubin

GVD/o
enclosure

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November 8, 2016

U.S. First Class Mail

Jane S. Preece
Assistant Disciplinary Counsel
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813

Dear Ms. Preece:

Thank you for your letter dated November 4, 2016 which I received in the mail yesterday afternoon.

I appreciate your having advised me concerning the status of the three complaints that you referenced in your letter, a copy of which is enclosed to facilitate reference.

I am however very disappointed that you did not contact me prior to having submitted those three matters to a member of the Disciplinary Board, since my submissions regarding these three cases were not complete.

Specifically, I have still to answer the questions that Mr. Elerick submitted to me, for the reasons fully explained in my emails to him prior to and during my Asian trip, and upon my return from Asia, which I informed him would be completed by this weekend as I have still not recovered from my illness upon my return even now. Please review the attached email correspondence with Mr. Elerick.

Similarly, I had requested of Mr. Elerick whether he wanted the finding of the DCCA hearing examiner that I did not intentionally check the wrong box on the mortgage broker form, instead checked erroneously by my staff, and that that administrative action was based on a statute that was not based upon intent, which was also the holding of the DCCA in no way reflecting on my ethics.

And the ICA referral to your Office can be more fully explained should your Office require further information how my challenging the ethics of a sitting judge who did not disclose his ownership of stock in a party to the case was treated by the ICA judges.

In short, I do not believe that I have been given a full opportunity to respond to any of the three complaints pursuant to Rule 14 of the Rules of the Disciplinary Board.

I am therefore requesting that you recall your submission to a member of the Disciplinary Board and meet with me at your earliest convenience to allow me the opportunity to complete the record.

Otherwise, not hearing from you by return mail, I will seek relief from the Chairman of the Disciplinary Board.

Also, I am further concerned that you have submitted all three complaints to the same member of the Disciplinary Board which I believe violates my right to neutral review without cross-contamination.

And finally, it appears that at least Mr. Andia has had private discussions with your office of which I have not been advised, which without providing me with the substance of such conversations and a full opportunity to respond I feel is a further violation of my rights.

I look forward to working with you in these matters in a professional manner. All that I am seeking is to make sure your investigation is complete to save both of us wasted time and expense.

Very truly yours,

/s/ Gary Victor Dubin
Gary Victor Dubin

GVD/o/*enclosures*

EXHIBIT 23

1401932
KOBAYASHI, SUGITA & GODA

CRAIG K. SHIKUMA 4018
THAO T. TRAN 8298
First Hawaiian Center, 26th Floor
999 Bishop Street
Honolulu, Hawaii 96813
Telephone No.: (808) 535-5700
Facsimile No.: (808) 535-5799

Attorneys for Respondent
FIRST HAWAIIAN BANK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

GARY VICTOR DUBIN, dba DUBIN LAW OFFICES, in his capacity as Fiduciary Trustee of the DUBIN CLIENT TRUST ACCOUNT, Petitioner, vs. FIRST HAWAIIAN BANK, Respondent.	S.P. No. 16-1-0091-VLC (Emergency Mandatory Injunctive Relief) FINAL JUDGMENT

FINAL JUDGMENT

Pursuant to Rule 58 of the Hawaii Rules of Civil Procedure and the Order Granting Petitioner's Motion for Immediate Release of All Client Trust Funds Wrongfully Held by Respondent First Hawaiian Bank, filed April 27, 2016 (the "Order"), IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

Per the terms of the Order, Final judgment is entered in favor of Petitioner and against Respondent as to all claims. The Order resolved all claims against all parties in this case. There are no claims or parties remaining in this case.

DATED: Honolulu, Hawaii, JUN 2 2016

VIRGINIA LEA CRANDALL

JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:

GARY V. DUBIN
Attorney for Petitioner
GARY VICTOR DUBIN,
dba DUBIN LAW OFFICES,
in his capacity as Fiduciary Trustee of the
DUBIN CLIENT TRUST ACCOUNT

1403015v1
KOBAYASHI, SUGITA & GODA

CRAIG K. SHIKUMA 4018
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Attorneys for Plaintiff
FIRST HAWAIIAN BANK

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

FIRST HAWAIIAN BANK, Plaintiff, vs. GARY VICTOR DUBIN, DBA DUBIN LAW OFFICES; ROBERT KING ANDIA, also known as ROBERT KEIDSER; CARMELITA ANDIA; JOHN DOES 1-10, JANE DOES 1-10 and DOE ENTITIES 1-10, Defendants.	Civil No. 16-1-0483-03 GWBC (Declaratory Judgment) ORDER GRANTING PLAINTIFF FIRST HAWAIIAN BANK'S MOTION TO DISMISS THE INSTANT INTERPLEADER ACTION, CIVIL NO. 16-1-0483-03, AS MOOT, FILED MAY 12, 2016 Judge: Honorable Gary W.B. Chang

ORDER GRANTING PLAINTIFF FIRST HAWAIIAN BANK'S MOTION TO DISMISS THE INSTANT INTERPLEADER ACTION, CIVIL NO. 16-1-0483-03, AS MOOT

On May 12, 2016, Plaintiff FIRST HAWAIIAN BANK ("**FHB**") filed its Motion to Dismiss the Instant Interpleader Action, Civil No. 16-1-0483-03, As Moot (the "**Motion**"). Said Motion was scheduled to be heard by the Honorable Gary W.B. Chang on Thursday, June 9, 2016. The Court, having reviewed the Motion, being duly advised of the record and file herein, and no opposition to the Motion having been filed, and for good cause appearing therefor, cancelled said hearing and summarily granted the Motion without prejudice.

NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that FHB's Motion to Dismiss the Instant Interpleader Action, Civil No. 16-1-0483-03, As Moot is GRANTED. The above-captioned action is hereby dismissed without prejudice.

DATED: Honolulu, Hawaii, July 5, 2016

GARY W. B. CHANG

FIRST CIRCUIT COURT SEAL STATE OF HAWAII

JUDGE OF THE ABOVE-ENTITLED COURT

APPROVED AS TO FORM:

GARY V. DUBIN, ESQ.

Attorneys for Defendant
GARY VICTOR DUBIN, DBA DUBIN LAW OFFICES

Pro Se Defendant ROBERT KING ANDIA,
also known as ROBERT KEIDSER
& CARMELITA ANDIA

Dubin Law Offices

55 Merchant Street
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April 1, 2016

HAND DELIVERED

COPY

Mr. George Elerick
Investigator
Office of Disciplinary Counsel
201 Merchant Street, Suite 1600
Honolulu, Hawaii 96813

Re: Robert King Andia

Dear Mr. Elerick:

I am writing in response to your letter dated March 18, 2016 requesting a detailed written response by today pertaining to the complaint of Mr. Robert King Andia ("ANDIA") to your Office dated March 1, 2016 (collectively "ANDIAS" when referring to both him and his wife below).

1. I started foreclosure defense in this State around thirty years ago, before which time our courts asked borrowers only if they were current with their mortgages, thereafter having won just since 2000 alone over 40 appeals in both Hawaii appellate courts, in the Ninth Circuit Court of Appeals, and in the United States Supreme Court, which decisions have extended borrowers' rights nationwide, culminating in my weekly national radio foreclosure talk show co-hosted by former Hawaii Governor John Waihee (www.foreclosurehour.com), heard in Hawaii on KHVH-AM Sundays at 3:00 p.m. on Fox News Radio.

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25. Thereafter, in a constant stream of angry emails ANDIA proceeded to blame me for his alleged expected loss of his home, complaining that he had been cheated by his former business attorney which underscores his apparently hatred of attorneys, had cancer, and his life was in ruins, even though I had secured for him probably the largest settlement of his foreclosure Counterclaim alone in Hawaii legal history after four years of foreclosure defense work done by my law office substantially without payment, and ANDIA repeatedly angrily emailed me that I had refused to continue to represent him which was contrary to fact as shown in email after email that I had previously sent him.

26. ANDIA then called BOA's local counsel, Patricia McHenry, and FHB officers and accused me of forging the ANDIAS' names to the BOA settlement check despite the fact that he knew the BOA check had been received and was told the funds had been deposited in my FHB client trust account awaiting clearance so that they could be distributed, and he was given the proposed distribution and had actually agreed on the distribution, waiting thereafter to complain about a relatively small amount of the total settlement funds.

27. In response I offered to arbitrate our differences under the Hawaii State Bar Voluntary Fee Dispute Program or to split the difference or to place the disputed $19,885.50 back in the client trust account or to litigate the matter, but all that ANDIA has done since has been to threaten me with losing my law license and to defame me to other Hawaii attorneys and to FHB officers and to the police, accusing me of forgery, ignored by everyone knowing that forgery requires an intent to steal monies and to conceal identity belied by my initialing the signatures as the author of same exactly as FHB in the past had required of me – so he now goes to your Office with his venomous complaint.

28. ANDIA was initially trying to get the settlement funds paid to him directly, that being his true intent so that there would be no paper trail in the Foreclosure Litigation as he had changed his name from "Robert Keidser" we later learned in order to hide the settlement monies to avoid paying child support to his former wife, which intended felony of his we refused to participate in, which is apparently what started his Jihad against me.

Everything concerning my email correspondence with ANDIA and his admissions and contradictions therein set forth above is fully documented in my voluminous additional email exchanges with ANDIA, whose dishonestly has placed enough time burdens on me already when his complaint is in contrast wholly lacking in evidentiary support.

Very truly yours,

Gary Victor Dubin

GVD/o
enclosures

copy w/encls. to:
Richard T. Forrester, Esq.

A

Client(s): Robert King Audia/Carmelita Audia Date Signed: 02/17/12

DUBIN LAW OFFICES
2012 LEGAL SERVICES AGREEMENT

1. **Attorney-Client Fee Contract.** This document is a written fee contract with the Dubin Law Offices. We will provide you with legal services on the terms and conditions set forth below. This agreement shall not take effect, however, and we will have no obligation to provide legal services to you, until we have signed this agreement incorporating these terms and conditions by reference and you have paid the Minimum Fee Retainer as described in Paragraph 4.

2. **Scope of Services.** You are hiring the Dubin Law Offices as your attorneys to represent you in specific matters to be set forth at the bottom of page three herein. We will provide those services reasonably required to represent you in those matters. We will take reasonable steps to keep you informed of our progress and to respond to your inquiries. If a court action is filed or binding arbitration commenced on your behalf, we will represent you through trial and post-trial motions. After judgment, we will not represent you on appeal or in execution proceedings unless we subsequently agree to do so in writing. Unless we make a different agreement in writing, this agreement will govern all future services we may perform for you.

3. **Client's Duties.** You agree to be truthful with us, to cooperate, to keep us informed of developments, to abide by this agreement, to pay your bills on time, and to keep us advised of your address, telephone numbers, and whereabouts at all times so that we can represent you properly.

4. **Minimum Fee Retainer.** You agree to pay us an initial retainer plus all expenses incurred by us so that we can begin your work, in exchange for our agreement to represent you. The amount of the minimum fee retainer will be based upon the timing and nature of the work to be performed and the degree of skill and effort required. In foreclosure cases, we are experimenting with a minimum flat fee retainer, subject to reevaluation as the case proceeds.

5. **General Counsel Services.** If requested, we will provide consultant services to assist you and/or your existing attorneys in pending or anticipated legal matters. We offer first opinions with respect to proposed litigation, second opinions with respect to ongoing cases, attorney and expert referrals, advice pertaining to mediation, arbitration, and case management, will monitor outside legal billings for you, and will conduct confidential legal audits. For such General Counsel Services we require a minimum fee retainer of at least \$15,000 – depending upon the nature of the work required.

6. **Lead Counsel Services.** We are prepared to assume primary responsibility for all of your litigation needs. We offer extensive civil and criminal trial and appellate services tailored to your individual requirements. Our minimum fee retainer for such basic litigation services begins at \$25,000 – depending upon the subject matter, expertise required, amounts in dispute, and anticipated pretrial needs and trial time.

7. **Complex Counsel Services.** Occasionally we are requested to represent clients in multi-jurisdictional and/or multi-case matters which can require inordinate time and attention. To adequately perform our responsibilities in such instances we must request larger minimum fee retainers, which in the past have ranged from \$50,000 to \$385,000 – depending upon client needs.

8. **Contingency Fee Services.** We do not provide legal services based upon purely contingency fee retainer arrangements, waiving our minimum fee retainer requirement, except in personal injury cases. When our minimum fee retainer is waived, the client agrees to pay all expenses, but our fee shall be paid only out of any gross recovery, based upon a percentage of such pretax recovery after case expenses are paid: 25% of recovery prior to suit, 40% of recovery during suit, 50% of recovery on appeal, or as set by statute.

(client initials)

9. **Pro Bono Services.** A certain percentage of our time is allocated annually to assisting persons *pro bono*, otherwise unable to afford legal services. We are only able to assist a small handful of qualifying clients in this way, having to refer most to community agencies. Priority is given by us mostly to cases involving government misconduct, and whose outcomes could be of special benefit to others in the general population who are similarly situated.

10. **Legal Fees Charged.** We bill hourly for time spent, subject to periodic increases, unless an estimated flat fee is selected, which hourly charges are currently between $550 and $450 for senior attorneys, between $250 and $180 per hour for associate attorneys, and between $80 and $100 per hour for paralegal assistants. An additional 10% hourly is charged for court or arbitration appearances made on your behalf. Flat fees are subject to reevaluation based on case longevity and unanticipated case needs.

11. **When Fees Charged.** You will be charged for all work performed for you. We will charge you for time spent on telephone calls relating to your matter, including calls with opposing counsel and court personnel. When legal personnel working on your case confer with one another or attend meetings or hearings together, each will charge for time spent. Waiting time in court and elsewhere and for travel time, both locally and out of town, will also be charged to you.

12. **General Costs Charged.** We will incur and often be required to advance for your benefit various case costs and expenses. You agree to pay those costs and expenses in addition to our fees. Such costs and expenses include process servers' fees, fees assessed by courts and other agencies, court reporters' fees, Inter-Island travel, long distance telephone and fax charges, messenger and other delivery fees, postage, after-hours air conditioning, parking and other local travel expenses, photocopying and other reproduction costs, clerical overtime, computer research, and other similar items.

13. **Special Costs Charged.** Many cases require special case expenditures. They will only be incurred with your advance written general authorization. These include out of State travel, for which you will be responsible for payment of transportation, meals, lodging, and all other costs, and the hiring of necessary case consultants, experts, accountants, and investigators, to aid in the understanding, preparation and/or presentation of your case. We will not hire such persons or organizations unless you agree to pay their fees and charges.

14. **Billing Statements.** We will provide you periodic statements for fees and costs only at intervals you may request. We will bill you the equivalent of the excise tax we must pay to the State of Hawaii on our fees and expenses billed directly to you irrespective of your state of residence or domicile. There will therefore be added to your periodic billing an amount equal to 4.712% of the total amount billed, or similar proportional amount should the percentage State excise tax be increased or decreased, by County. Payment will be due within 30 days.

15. **Additional Required Deposits.** Whenever your Minimum Fee Retainer as described in Paragraph 4 is exhausted, you will be required to make additional deposits, each up to a maximum of $25,000, within 30 days, to cover future fees. Once a trial or arbitration date is set, but not more than six months in advance, we will require you to pay all sums then owing and deposit the full amount of fees and costs we estimate will be incurred in preparing for and completing the trial or arbitration, as well as all court, jury, or arbitration fees likely to be assessed, which may exceed the maximum deposit amount. Flat fees are not subject to additional deposits, but are reevaluated based on reassessment of ongoing case needs.

16. **Attorneys' Lien. You hereby grant us a lien on your claims or causes of action which are the subject of our representation, and on any recovery or settlement thereof, for any sums owed us during or after our representation.**

____
(client initials)

17. Termination. You may discharge us at any time, subject to court rules. We may withdraw with your consent or for good cause when required or permitted by professional and ethical rules of the Bar or the Courts. Good cause also includes any breach of this agreement by you, your refusal to cooperate with us, or your decision to disregard our advice on a material matter or any fact or circumstance that would render our continuing representation unlawful or unethical.

18. Termination Responsibilities. When our services are concluded, all unpaid charges will immediately become due and payable. After our services are concluded, we will, upon request, deliver your files to you, along with any funds or property of yours in our possession, upon reasonable notice to us in writing. It is however our policy to keep you fully informed by providing you with copies of all documents received and generated by us pertaining to your case; when our services are concluded therefore we will have no obligation to provide you with items or copies of items which have already been provided to you during the course of our representation unless you specifically request and you pay the additional expense.

19. Disclaimer Of Guaranty. Nothing in this agreement or in our statements to you will be construed as a promise or guaranty about the outcome of your matter. We can make no such promises or guaranties given the uncertainties of legal matters. Any comments by us about the outcome of your matter are comments of expressions of opinion only.

20. Effective Date. This agreement will take effect only when you have performed the conditions stated in Paragraph 1, but its effective date will be retroactive to the date we first performed services. Even if this agreement does not take effect, you will be obligated to pay us for the reasonable value of any services we may have nevertheless performed for you with your knowledge and consent in anticipation of our being retained by you.

Acknowledgement

I/We have carefully read and accept the terms of this 2012 Legal Services Agreement:

SIGNATURE(S) ABOVE
DATED: 02/17/12

PLEASE PRINT NAME(S) BELOW:
Robert King Andia
Carmelita Andia

ADDRESS BELOW:
7113 Pilaa Place
Honolulu, Hawaii
96825

TELEPHONE, FAX, E-MAIL ADDRESS BELOW:
(808) 234 7257
(808) 395 6111
kinghawaii@hawaii-rr.com

APPROVED BY:
DATED: 2/17/12

Legal Services To Be Provided: FORECLOSURE DEFENSE

Agreed Minimum Retainer: [x] fees $ 15,000 [x] costs $ 1,500
[ ] flat fee [ ] $ 16,500

PAYMENT 2/21/12

B

SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("Agreement") is made and entered into as of the date this Agreement is fully executed (the "Effective Date") by Counterclaim Plaintiffs Robert K. Andia and Carmelita A. Andia (collectively, "Counterclaim Plaintiffs"); Counterclaim Defendants The Bank of New York Mellon ("BNYM") and Bank of America, N.A. ("BANA") (collectively "Counterclaim Defendants"); as well as non-party Bayview Loan Servicing, LLC ("Bayview"). The Counterclaim Defendants, Counterclaim Plaintiffs and Bayview are collectively the "Parties," and each individually is a "Party."

RECITALS

This Agreement is entered into with reference to the following facts and recitals which are true to the best of the Parties' knowledge and belief, and are made part of this Agreement:

WHEREAS, Counterclaim Plaintiffs reside at real property located at 7113 Pilaa Place, Honolulu, Hawai'i 96825 (the "Property");

WHEREAS, on or about September 16, 2006, Counterclaim Plaintiffs executed a promissory note in the amount of $1,000,000.00 in favor of Countrywide Home Loans, Inc. in connection with a mortgage loan numbered XXXXX5637 obtained by Counterclaim Plaintiffs and secured by the Property ("First Loan");

WHEREAS, on or about September 16, 2006, Counterclaim Plaintiffs executed a second promissory note in the amount of $237,500.00 in favor of Countrywide Home Loans, Inc. in connection with a mortgage loan numbered XXXXX5629 obtained by Counterclaim Plaintiffs and secured by the Property ("Second Loan");

WHEREAS, the First and Second Loans are collectively the "Loans";

WHEREAS, BANA is the current servicer of the First Loan and Bayview is the sub-servicer of the First Loan;

WHEREAS, neither BANA nor Bayview are the servicer of the Second Loan;

WHEREAS, BANA alleges that Counterclaim Plaintiffs defaulted under the First Loan;

WHEREAS, on or about May 18, 2012, BNYM filed a foreclosure complaint against Robert K. Andia and Carmelita A. Andia, which is currently being prosecuted by Bayview (the "Foreclosure Action");

WHEREAS on or about August 30, 2012, Robert K. Andia and Carmelita A. Andia filed a Counterclaim against Counterclaim Defendants BNYM and BANA, and third-party defendants American Mitigation Group, Inc. and Rob Decristofaro (the "Counterclaim");

WHEREAS, the Parties agree that it is in their mutual interests to avoid the uncertainty and expense of this Counterclaim by reaching a settlement and accommodation of the certain matters encompassed herein, without any admission of law or fact;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND RELEASES

1. SETTLEMENT PROVISIONS

A. **Agreement Execution.** Within three (3) business days from the date of request by counsel for Counterclaim Defendants, Counterclaim Plaintiffs shall execute two original counterparts of this Agreement and deliver one original counterpart and completed W-9 tax forms to counsel for the Counterclaim Defendants identified below.

B. **Payment by BANA.** BANA, on behalf of Counterclaim Defendants, shall pay the sum of $132,000 (the "Payment") to Counterclaim Plaintiffs within 15 business days of the latter of the following events: (1) Counterclaim Defendants' counsel's receipt of Counterclaim Plaintiffs' executed copy of the Agreement; or (2) Counterclaim Defendants' counsel's receipt of completed W-9 tax forms pursuant to Paragraph 1.A of the Settlement Provisions as set forth above.

C. **Full Satisfaction.** The Payment is in full satisfaction of each and every claim in the Counterclaim and it includes all attorneys' fees and costs that Counterclaim Plaintiffs may have incurred in connection with the Counterclaim and/or Foreclosure Action.

D. **Counterclaim Plaintiffs' Sale of the Property.** Bayview will continue prosecuting the Foreclosure Action on behalf of BYNM. Concurrently, Counterclaim Plaintiffs may market the Property for sale and will attempt to complete the sale of the Property to a third party for a sale price that satisfies the total amount of indebtedness due on the First Loan, prior to the entry of the court's confirmation of any foreclosure sale in the pending Foreclosure Action. If Counterclaim Plaintiffs consummate a sale prior to the confirmation of any foreclosure sale in the pending Foreclosure Action, Bayview will take action to withdraw any motion to confirm the foreclosure sale. Counterclaim Defendants and Bayview shall not seek and will not be entitled to any fees from any third party sale received over the total amount of total indebtedness owed on the First Loan, as referenced above in the Recitals Section of this Agreement. If Counterclaim Plaintiffs fail to sell the Property prior to the entry of the court's confirmation of any foreclosure sale in the pending Foreclosure Action, Counterclaim Plaintiffs warrant they will not contest the entry of order confirming the foreclosure sale on any basis related to Counterclaim Plaintiff's attempts to secure a private sale, in the concurrent Foreclosure Action.

E. **Payment Is Consideration.** The Settlement Payment is the consideration for this Agreement and the terms herein, including but not limited to the release.

F. **Dismissal with Prejudice.** Within 10 business days receiving the Payment, Counterclaim Plaintiffs shall, pursuant to Paragraph 1.B., cause their counsel to deliver an executed Stipulation of Dismissal with Prejudice of the Counterclaim, together with any other documents required to dismiss the Counterclaim with prejudice to counsel for Counterclaim Defendants as identified in section 2(H) herein.

G. **Full Satisfaction.** The Payment is in full satisfaction of each and every claim in the Counterclaim and it includes all attorneys' fees and costs that Counterclaim Plaintiffs may have incurred in connection with the Counterclaim and Foreclosure Action.

H. **Counterclaim Plaintiffs' Release.** For consideration of the Payment, the receipt and sufficiency of which are hereby expressly acknowledged, the Counterclaim Plaintiffs for themselves and each of their present and former heirs, executors, administrators, partners, co-obligors, co-guarantors, guarantors, sureties, family members, spouses, attorneys, insurers, agents, representatives, predecessors, successors, assigns and all those who claim through them or could claim through them (collectively **"Releasors"**) unconditionally and irrevocably remises, waive, satisfy, release, acquit, and forever discharge BNYM, BANA, and Bayview, and each of their present, former and future parents, predecessors, successors, assigns, assignees, affiliates, subsidiaries, divisions, departments, subdivisions, owners, partners, principals, trustees, creditors, shareholders, joint ventures, co-venturers, officers and directors (whether acting in such capacity or individually), attorneys, vendors, accountants, nominees, sub-servicers, agents (alleged, apparent or actual), representatives, employees, managers, administrators, and/or each person or entity acting or purporting to act for them or on their behalf, as well as any past, present or future person or any entity that held or holds any interest in the First Loan, and the underlying Note, Deed of Trust and/or Mortgage related to the First Loan [collectively the **"Releasees"**], and each of them respectively, from and against any and all past and present claims, counterclaims, actions, defenses, affirmative defenses, suits, rights, causes of action, lawsuits, set-offs, costs, losses, controversies, agreements, promises and demands, or liabilities, of whatever kind or character, direct or indirect, whether known or unknown or capable of being known, whether existing now or to come into existence in the future, arising at law or in equity, by right of action or otherwise, including, but not limited to, suits, debts, accounts, bills, damages, judgments, executions, warranties, attorneys' fees, costs of litigation, expenses, claims and demands whatsoever that the Releasors, or their attorneys, agents, representatives, predecessors, successors and assigns, have or may have against the Releasees, for, upon, or by reason of any matter, cause or thing, whatsoever, in law or equity, including, without limitation, the claims made or which could have been made by the Counterclaim Plaintiffs arising from the origination or servicing of the First Loan (in any manner) as well as in any way related to the underlying property, Notes, Mortgage and/or Deeds of Trust for the First Loan, any servicing act or omission thereon as well as any claim or issue which was or could have been brought in the Litigation (collectively **"Released Matters"**).

I. **Confidentiality and Notices.** As a material inducement and an indivisible part of the consideration to be received by the Counterclaim Defendants and Bayview to enter into this Agreement, the Parties agree that it is appropriate to maintain the allegations made in the Counterclaim, any discovery exchanged between them in the Counterclaim, this Agreement, the terms of this Agreement, and the settlement provided for herein (collectively the "Information") as confidential on a going forward basis as of the date of this Agreement. Toward that end, the Parties agree that they and their attorneys will neither disclose nor reveal to any person or entity or directly or indirectly publish, publicize, disseminate or communicate to any person or entity the Information on a go forward basis as of the date of this Agreement, including but not limited to a prohibition on the Counterclaim Plaintiffs and their attorney posting or otherwise disclosing Information on the Internet or any other paper or electronic media outlet (including but not limited to news organizations websites or newspapers, email, Facebook, MySpace, Twitter, *etc.*). The only permitted disclosure of Information hereunder is to the persons or entities specifically identified in subparagraphs (i)-(ix) below.

i) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement within any lawsuit before a United States court of competent jurisdiction only in response to a Court order to that effect. The Parties further agree that, to the extent they or their attorneys receive legal process designed to disclose any Information deemed confidential under this Agreement, the disclosing Party will provide advance written notice to counsel for the non-disclosing Party (*see* section 2(H) of this Agreement) within three (3) business days of receiving such subpoena, court order or other legal process, so that the non-disclosing Party has the option of taking steps to protect the confidentiality of this Agreement, its terms or any Information deemed confidential under this Agreement;

ii) The Parties' respective officers, directors, employees, attorneys, financial advisors, accountants, insurers, auditors, and other professional advisors who regularly have access to Information of this type in order to perform their duties, and/or with whom the Parties, may consult regarding any aspect of this Agreement, provided that such persons or entities first agree to maintain this Agreement, the terms of this Agreement and the settlement provided for herein as confidential;

iii) Any Federal, state or other regulatory agency or body or governmental authority, including but not limited to the United States Securities and Exchange Commission ("SEC") or the Office of the Comptroller of the Currency to which the Parties are required to report Information of this type, or when such disclosure is specifically requested or demanded by such regulatory agency or body or governmental authority;

iv) The Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement to any investor, servicer or sub-servicer with respect to the First Loan, and any trustee, beneficiary or nominee (including their successors or assigns) identified in the Notes, Security Instruments or any assignment thereof pertaining to the Loan, provided that such persons or entities first agree to maintain this Agreement, the terms of this Agreement, and the settlement provided for herein as confidential;

v) In the event any Releasee (as defined herein) is named in an action pertaining to any Released Matter (as defined herein), the Parties may provide a copy of this Agreement and/or describe the terms and conditions of this Agreement to said Releasee for the purpose of defending against any claims that may be subject to the Release provided for in this Agreement, and said Releasee may disclose so much of this Agreement as may be necessary to defend against such claims.

vi) If required by the SEC to be included in public filings (such as, for example, in annual reports filed on Form 10-K or quarterly reports filed on form 10-Q);

vii) Federal, state and local taxing authorities (such as, for example, the United States Internal Revenue Service), as necessary in tax returns or other tax reporting documents, and/or in response to an audit or similar inquiry;

viii) Counterclaim Plaintiffs may disclose the materials terms of the Agreement, as outlined in Section 1(D) of this Agreement, but may not disclose the Agreement itself; and/or

ix) A Court of competent jurisdiction to enforce this Agreement and/or maintain its confidentiality (any such proceeding to be filed under seal if possible).

J. NON-DISPARAGEMENT. Counterclaim Plaintiffs and their counsel will not, directly or indirectly, make any negative or disparaging statements against Counterclaim Defendants and Bayview maligning, ridiculing, defaming, or otherwise speaking ill of Counterclaim Defendants and Bayview, and their business affairs, practices or policies, standards, or reputation (including but not limited to statements or postings harmful to the Counterclaim Defendants and Bayview' business interests, reputation or good will) in any form (including but not limited to orally, in writing, on social media, internet, to the media, persons and entities engaged in radio, television or Internet broadcasting, or to persons and entities that gather or report information on trade and business practices or reliability) that relate to this Agreement, Information (as defined above) and the factual allegations made in the Counterclaim or any matter covered by the release within this Agreement. Nothing in the Agreement shall, however, be deemed to interfere with each party's obligation to report transactions with appropriate governmental, taxing and/or registering agencies.

K. **Excluded Claims:** This Agreement does not apply to any separate continuing contractual and/or equitable obligations as may currently exist between or among the Parties, including, for example, existing loans encumbering other property of Counterclaim Plaintiffs, credit cards held by Counterclaim Plaintiffs or any other banking, credit card or investment relationship with the Counterclaim Defendants or Bayview, including but not limited to Bank of America, N.A and/or its affiliated entities.

2. <u>ADDITIONAL TERMS</u>

A. **Adequate Consideration.** The consideration received in connection with this Agreement is fair, adequate and substantial and consists only of the terms set forth in this Agreement.

B. **Covenant Not to Sue.** The Counterclaim Plaintiffs agree not to cause claims to be made in any court or other forum against the Releasees for any matter within the scope of the releases contained herein.

C. **Further Assurances.** Each Party agrees to take all reasonable steps necessary to effectuate the terms of this Agreement.

D. **No Admission of Liability.** Each of the Parties understands and agrees that this Agreement and the settlement provided for herein, are intended to compromise disputed claims and defenses, to avoid litigation and to buy peace, and that this Agreement and the settlement provided for herein shall not be construed or viewed as an admission by any Party of liability or wrongdoing, such liability being expressly denied. This Agreement, and the settlement provided for herein, shall not be admissible in any lawsuit, administrative action, or any judicial or administrative proceeding if offered to show, demonstrate, evidence or support a contention that any of the Parties acted illegally, improperly, or in breach of law, contract or proper conduct.

E. **Waiver.** The failure of Counterclaim Plaintiffs to demand from Counterclaim Defendants and Bayview performance of any act under the Agreement shall not be construed as a waiver of Counterclaim Plaintiffs' right to demand, at any subsequent time, such performance. The failure of Counterclaim Defendants and Bayview to demand from Counterclaim Plaintiffs performance of any act under the Agreement shall not be construed as a waiver of Counterclaim Defendants and Bayview's right to demand, at any subsequent time, such performance.

F. **Tax Consequences.** The Counterclaim Plaintiffs agree that if it is later determined by the Internal Revenue Service or any other taxing body that taxes of any type should have been paid in connection with any benefit they receive pursuant to this Agreement, they will be solely responsible for paying such taxes. Counterclaim Defendants and Bayview make no representations or warranties regarding the legal effect or tax consequences of this Agreement, or of any such filing or reporting by Counterclaim Defendants or Bayview. The Counterclaim Plaintiffs further expressly acknowledge that they neither received nor relied upon any tax advice from the Counterclaim Defendants, Bayview or their representatives and attorneys.

G. **Choice of Law.** This Agreement shall be construed in accordance with and all disputes hereunder shall be controlled by the laws of the State of Hawaii without regard to Hawaii's choice of law rules.

H. **Parties' Counsel.** As used in this Agreement, the phrase "Counterclaim Plaintiffs' Counsel" means Gary Victor Dubin, Dubin Law Offices, Harbor Court, Suite 3100, 55 Merchant St., Honolulu, HI 96813 and any and all of his current and former owners, predecessors, successors, partners, shareholders, agents (alleged or actual), representatives, employees and affiliates. Counterclaim Plaintiffs' Counsel represents and warrants that the term "Counterclaim Plaintiffs' Counsel," as defined above, includes all persons (natural or legal) and entities having any interest in any award of attorneys' fees or litigation costs to Counterclaim Plaintiffs' Counsel in connection with the Counterclaim and/or Foreclosure Action. As used in this Agreement, the phrase "Counterclaim Defendants' Counsel" means Patricia J. McHenry, Cades Schutte LLP, 1000 Bishop St., Suite 1200, Honolulu, HI 96813.

I. **No Interpretation of Captions or Headings.** The captions and headings within this Agreement are for ease of reference only and are not intended to create any substantive meaning or to modify the terms and clauses either following them or contained in any other provision of this Agreement.

J. **Severability.** If any provision of the Agreement or the application thereof is held invalid by a court, arbitrator or government agency of competent jurisdiction, the Parties agree that such a determination of invalidity shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provisions and thus shall remain in full force and effect or application.

K. **Neutral Interpretation and Counterparts.** The Parties shall be deemed to have cooperated in the drafting and preparation of this Agreement. Hence, any construction to be made of this Agreement shall not be construed against any Party. This Agreement may be executed in counterparts and each executed counterpart shall be effective as the original. All faxed, emailed, or electronic signatures affirming this Agreement constitute an original signature.

L. **Integration / Single Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement. This provision does not apply either to any other business relations between the Parties (*e.g.*, a credit card, investment or bank account) not related to the subject matter of the release with this Agreement.

M. **Amendments to the Agreement.** This Agreement shall not be altered, amended or modified by oral representation made before or after the execution of this Agreement. All amendments or changes of any kind must be in writing, executed by all Parties.

N. **Negotiations** All negotiations have been conducted in English. If necessary, Counterclaim Plaintiffs have had this document translated by a translator of Counterclaim Plaintiffs' choice to Counterclaim Plaintiffs' satisfaction. Counterclaim Plaintiffs represent and warranty that that Counterclaim Plaintiffs have had all terms explained to Counterclaim Plaintiffs and that by signing below Counterclaim Plaintiffs fully understand and agree to them.

O. **Authority.** Counterclaim Plaintiffs represent and warranty that they have not sold, transferred, conveyed, assigned, or otherwise disposed of any right, title or interest in any of the Released Matters herein to any person or entity, and that Counterclaim Plaintiffs are not aware of any other person or entity who may have or who has asserted or can assert a right, title, or interest in any of the Released

Matters covered by this Agreement. Counterclaim Plaintiffs further affirm that they are fully capable of executing this Agreement and understand its contents and further that they have legal counsel of their own choice or that they have had an opportunity to obtain such legal counsel to explain the legal effect of signing this Agreement.

P. **Advice of Counsel.** Each Party to this Agreement acknowledges that it has had the benefit of advice of competent legal counsel or the opportunity to retain such counsel with respect to its decision to enter into this Agreement. The individuals whose signatures are affixed to this Agreement in a personal or representative capacity represent that they are competent to enter into this Agreement and are doing so freely and without coercion by any other Party or non-party hereto.

Q. **Successors.** This Agreement shall inure to the benefit of the respective heirs, successors, and assigns of the Parties, and each and every one of the Releasees shall be deemed to be intended third-party beneficiaries of this Agreement.

R. **Attorneys' Fees.** Unless otherwise expressly set forth herein, or as authorized by the Note and Mortgage/Deed of Trust for the First Loan, each of the Parties shall bear its own attorney's fees, costs, and expenses in connection with the matters set forth in the Agreement, including, but not limited to, the Counterclaim and/or Foreclosure Action and the negotiations and preparation of this Agreement. However, if any Party institutes legal proceedings over the enforcement of this Agreement or any provision of it, the prevailing Party shall be entitled to recover from the losing Party its costs, including reasonable attorneys' fees, at both the trial and appellate levels.

S. **Waiver of Trial by Jury.** The Parties knowingly, voluntarily and intentionally waive the right they may have to a trial by jury in respect to any litigation based hereon, or arising out of, under or in connection with this Agreement, any document contemplated to be executed, or any underlying matter, course of dealing, statement (whether verbal or written) or action of the Parties.

T. **Other Accounts/ Future Events.** The Parties understand and agree that this Agreement shall not, under any circumstances, be deemed to prohibit Counterclaim Defendants or Bayview (or any other person or entity) from continuing to take any actions with regard to any other mortgage, credit or account obtained by Counterclaim Plaintiffs from Counterclaim Defendants or Bayview, including but not limited to such actions as acceleration and foreclosure as may be appropriate in the event of a future default on any other mortgage or credit obtained by Counterclaim Plaintiffs from Counterclaim Defendants or Bayview.

IN WITNESS WHEREOF, the Parties hereto evidence their agreement as a sealed instrument and have executed this Agreement as of the day and year first below written.

Counterclaim Plaintiff Robert K. Andia

Dated: 10/05/15

County of Honolulu ~~[INSERT NAME]~~ in the State of Hawaii ~~[INSERT NAME]~~ .On this, the 5th day of October, 2015 ~~2014,~~ before me a notary public, the undersigned officer, personally appeared Robert K. Andia, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

Notary Public, State of Hawaii
My Commission Expires: March 10, 2017

JONATHAN SIERRA NOTARY PUBLIC Comm. No. 13-80 STATE OF HAWAII

Doc. Date: 10-5-2015 **#Pages:** 12
Notary Name: Jonathan Sierra **First Circuit**
Doc. Description: Settlement Agreement and Release

Notary Signature 10-5-2015 **Date**

JONATHAN SIERRA NOTARY PUBLIC Comm. No. 13-80 STATE OF HAWAII

Counterclaim Plaintiff Carmelita A. Andia

Dated: 10/5/15

Honolulu Hawaii

County of [INSERT NAME] in the State of [INSERT NAME] .On this, the 5th day of October, ~~2014~~ 2015, before me a notary public, the undersigned officer, personally appeared Carmelita A. Andia , known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that she executed the same for the purposes therein contained. In witness hereof, I hereunto set my hand and official seal.

Notary Public, state of Hawaii
My Commission Expires: March 10, 2017

JONATHAN SIERRA
NOTARY PUBLIC
Comm. No. 13-80
STATE OF HAWAII

Doc. Date: 10-5-2015 **#Pages:** 12
Notary Name: Jonathan Sierra **First Circuit**
Doc. Description: Settlement agreement and release
10-5-2015
Notary Signature **Date**

JONATHAN SIERRA
NOTARY PUBLIC
Comm. No. 13-80
STATE OF HAWAII

Counterclaim Defendant Bank of America, N.A.

_______________________________ Dated: ____________________

By: ______________________________
Title: ______________________________

On this, the ____ day of ____________, 2015, before me a notary public, ____________________ **[INSERT NAME AND TITLE OF EXECUTING OFFICER]**____________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

____
Notary Public
My Commission Expires:________________

Counterclaim Defendant The Bank of New York Mellon

______________________________________ Dated: ____________________

By: ______________________________
Title:______________________________

On this, the ____ day of ____________, 2015, before me a notary public, ________________________ **[INSERT NAME AND TITLE OF EXECUTING OFFICER]**________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

____
Notary Public
My Commission Expires:__________________

Bayview Loan Servicing, LLC

____ Dated: ____________________

By: ________________________________
Title: ________________________________

On this, the ____ day of ____________, 2015, before me a notary public, __________________________ **[INSERT NAME AND TITLE OF EXECUTING** OFFICER]__________________________, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

____
Notary Public
My Commission Expires: _______________

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Robert King Andia

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ______
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) ______
Exemption from FATCA reporting code (if any) ______
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
7113 Pilaa Place

6 City, state, and ZIP code
Honolulu Hawaii 96825

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
__ __ - __ __ __ __ __ __ __

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 09/25/15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CARMELITA ANDIA

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
7113 PILAA PL

Requester's name and address (optional)

6 City, state, and ZIP code
HONOLULU HI 96825

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[redacted]

or

Employer identification number
–

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 9/22/15

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9.*

Purpose of Form

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

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

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

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

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GARY VICTOR DUBIN

2 Business name/disregarded entity name, if different from above

DUBIN LAW OFFICES

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

55 MERCHANT STREET, SUITE 3100

Requester's name and address (optional)

6 City, state, and ZIP code

HONOLULU, HAWAII 96813

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number

[redacted]

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 9/28/15

General Instructions

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Purpose of Form

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

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

C

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM

Bank of America

BANK OF AMERICA CORP.
125 Dupont Drive RI1-121-01-30
Providence RI 02907
888-550-6433

64-1278/611 GA

Check Date: 10/26/2015

Check Number: [redacted]

00-08-6497B 12-2011

PAY ** ONE HUNDRED THIRTY-TWO THOUSAND 00 / 100 DOLLARS

USD$*******132,000.00

PAY TO THE ORDER OF

ROBERT K ANDIA & CARMELITA A ANDIA
55 MERCHANT ST STE 3100
HONOLULU HI 96813 US

Authorized Signature

VOID AFTER 1 YEAR

[redacted]

THIS MULTI-TONE AREA OF THE DOCUMENT CHANGES COLOR GRADUALLY AND EVENLY FROM DARK TO LIGHT WITH DARKER AREAS BOTH TOP AND BOTTOM.

Bank of America

BANK OF AMERICA CORP.
125 Dupont Drive RI1-121-01-30
Providence RI 02907
888-550-6433

64-1278/611 GA

Check Date	Check Number
10/26/2015	[redacted]

PAY ** ONE HUNDRED THIRTY-TWO THOUSAND 00 / 100 DOLLARS   USD$*******132,000.00

PAY TO THE ORDER OF

ROBERT K ANDIA & CARMELITA A ANDIA
55 MERCHANT ST STE 3100
HONOLULU HI 96813 US

Authorized Signature

VOID AFTER 1 YEAR

[redacted]

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

5519448

>[redacted]< FHB [redacted]

For deposit only
to the credit of
DUBIN LAW OFFICES

Robert K. Andia & Carmelita A. Andia

Robert K. Aitken & Carmelita A. Aitken

For deposit only
to the credit of
DUBIN LAW OFFICES
[redacted]

D

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Fwd: Update

Richard Forrester <rforrester@dubinlaw.net> Fri, Nov 6, 2015 at 11:28 AM
To: Robert King Andia <kinghawaii@hawaii.rr.com>
Cc: Courtney Spearing <cspearing@dubinlaw.net>, Gary Dubin <gdubin@dubinlaw.net>

Mr. Andia:

I have been informed that the settlement is completed. Ms. McHenry attached the wrong document to her last email so I'm still waiting on a copy of the fully executed agreement. I will send you that when I get it. Mr. Dubin is preparing an invoice and will be in touch with you shortly.

Richard T. Forrester
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, Hawaii 96813
tel: (808) 537-2300 ext. 200
fax: (808) 523-7733

On Fri, Nov 6, 2015 at 10:50 AM, Robert King Andia <kinghawaii@hawaii.rr.com> wrote:

Aloha Richard,

Just checking if you have heard anything form Mc Henry/BOA about the settlement agreement.

Please call me to let me know what's up.

Aloha, Robert

(808) 284-7257

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Fwd: Update

Richard Forrester <rforrester@dubinlaw.net> Fri, Nov 6, 2015 at 12:20 PM
To: Gary Dubin <gdubin@dubinlaw.net>

Richard T. Forrester
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, Hawaii 96813
tel: (808) 537-2300 ext. 200
fax: (808) 523-7733

---------- Forwarded message ----------
From: **Robert King Andia** <kinghawaii@hawaii.rr.com>
Date: Fri, Nov 6, 2015 at 12:19 PM
Subject: Re: Update
To: Richard Forrester <rforrester@dubinlaw.net>

Thank you.

I am a bit confused by the preparation of an invoice. We paid a $16,5000 flat fee for services and have never been informed or made aware nor have we received any additional invoice.
We have not entered into any litigation beyond standard negotiations between the parties.

Please explain.

Thank you.
Aloha, Robert
[Quoted text hidden]

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Fwd: Update

Richard Forrester <rforrester@dubinlaw.net> Fri, Nov 6, 2015 at 12:23 PM
To: Gary Dubin <gdubin@dubinlaw.net>

His agreement is not a flat fee (see attached). FYI, Mr. Andia has been a difficult client.

Richard T. Forrester
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, Hawaii 96813
tel: (808) 537-2300 ext. 200
fax: (808) 523-7733

[Quoted text hidden]

2012.02.17 ADM client service agreement.pdf
275K

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Fwd: Update

Richard Forrester <rforrester@dubinlaw.net> Fri, Nov 6, 2015 at 1:04 PM
To: Robert King Andia <kinghawaii@hawaii.rr.com>
Cc: Courtney Spearing <cspearing@dubinlaw.net>
Bcc: gdubin@dubinlaw.net

Mr. Andia:

Please see the attached client agreement. I am sorry if this comes as a surprise to you: your agreement is not a flat fee agreement, but rather a standard retainer agreement. As explained in paragraph 10, you are to be bill on hourly rates. Whatever amount you paid into your retainer will be applied to the balance on your account. As I said, Mr. Dubin is preparing a statement that incorporates everyone's time.

Unfortunately, litigation is expensive, especially so to be as well represented as you have been and continue to be; and still, it is much more expensive (in a different way) to be represented poorly. I am not sure you fully appreciate how great of a victory you have been handed.

Also, please keep in mind that while a portion of your case has been resolved and is now being accounted for, your retainer must also have enough funds left in it to defend and successfully resolve what is to come.

Mr. Dubin may be the better person for you to contact regarding any dispute of your retainer agreement; however, I am happy to answer any questions you might have regarding my time or your case in general moving forward.

Richard T. Forrester
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, Hawaii 96813
tel: (808) 537-2300 ext. 200
fax: (808) 523-7733

On Fri, Nov 6, 2015 at 12:19 PM, Robert King Andia <kinghawaii@hawaii.rr.com> wrote:

Thank you.

I am a bit confused by the preparation of an invoice. We paid a $16,5000 flat fee for services and have never been informed or made aware nor have we received any additional invoice.
We have not entered into any litigation beyond standard negotiations between the parties.

Please explain.

Thank you.
Aloha, Robert

On Nov 6, 2015, at 11:28 AM, Richard Forrester <rforrester@dubinlaw.net> wrote:

[Quoted text hidden]

2012.02.17 ADM client service agreement.pdf
275K

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Fwd: Update

Richard Forrester <rforrester@dubinlaw.net> Fri, Nov 6, 2015 at 1:29 PM
To: Gary Dubin <gdubin@dubinlaw.net>

Richard T. Forrester
Dubin Law Offices
55 Merchant Street, Suite 3100
Honolulu, Hawaii 96813
tel: (808) 537-2300 ext. 200
fax: (808) 523-7733

---------- Forwarded message ----------
From: **Robert King Andia** <kinghawaii@hawaii.rr.com>
Date: Fri, Nov 6, 2015 at 1:18 PM
Subject: Re: Update
To: Richard Forrester <rforrester@dubinlaw.net>

Thank you Mr. Forrester,

I have a copy of the agreement.

I will wait to see the invoice, but I was told the fee covered the case and negotiations with council until the point of litigation in court and/or appeal.
If not, then I should have been informed of any additional fees above the retainer at the time that the retainer was exceeded and those fees were incurred.
I also understand that the case has not been resolved as we are still in foreclosure.
As you can imagine I am a bit shocked that now that BOA has agreed to settle with us and the documents have been signed, all of a sudden we are informed of excess fees.

When I see the invoice I will contact Mr. Dubin.
Please let us know when we will receive our check from BOA.

Thank you.
Robert Andia
[Quoted text hidden]
<2012.02.17 ADM client service agreement.pdf>

Dubin Law Offices

Gary Victor Dubin <gdubin@dubinlaw.net>

Your case

Gary Victor Dubin <gdubin@dubinlaw.net> Fri, Nov 6, 2015 at 1:55 PM
To: kinghawaii@hawaii.rr.com
Cc: Richard Forrester <rforrester@dubinlaw.net>
Bcc: gdubin@dubinlaw.net

Mr. Andia:

We are not the Hawaii Legal Aid Society.

We have had tremendous success in your case.

And we have advised you what we have been doing every step of the way.

Apparently you mistakenly thought you had a free ride with a flat fee contract.

Now you know you were mistaken and appear to be trying to find another phony reason for objecting to paying for your representation, even when we have been extraordinarily successful.

Apparently you are not grateful for our success on your behalf.

Every entry on your forthcoming invoice will be fully documented, please be assured.

We cannot pay for our clients' cases and remain in business. No law firm can.

It is especially dismaying to receive emails such as yours in a case where we have been so successful.

You are apparently dissatisfied with us.

I therefore strongly suggest that you immediately secure replacement counsel.

We are immediately stopping work on your case.

Frankly, given your attitude, I would prefer that you change counsel immediately.

We have limited personnel resources and much prefer to labor for clients who are appreciative and understanding of our hard work.

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