

Please note as example, the exhibits contained in exhibits 19 and 23 of the final task force report and you will find this language.

One other accusation made against both myself and Judge Therieau should be mentioned regarding fees in some illegal manner. The accusation is based upon one transaction and that is in the matter of the Sunquitz lease and the minute order contained in the report as exhibit 31.

A simple reading of the minute order will indicate that at worst, it is ambiguous. The attorney and the conservator interpreted the minute order in a fashion which I believe is reasonable, to mean that the conservator should pay his own attorney that commission. Thus, after the award to Judge Therieau, who was the conservator, he, in turn, paid me, his attorney, for the legal services rendered to him in connection with that lease.

As a matter of fact, this interpretation was discussed subsequently with Mr. Robert L. Cox, and in the estate of Winifred Patencio Preckwinkle, Indio No. 687, the identical situation presented itself. Believing the just referenced minute order to be some new probate policy of the superior court, the conservator in the estate of Preckwinkle, filed a petition for instructions requesting an award of one fee or commission to him, alleging that he, in turn, would pay the attorney, myself. Following the filing of this petition, the conservator and I discussed the matter with Mr. Robert L. Cox, the author of the task force report, and in that discussion, we all agreed that the order made in the estates of Mr. and Mrs. Patencio was ambiguous; that it was intended that the conservator pay his attorney from his commission; that it would be better practice for the court to award a fee to the conservator for his services and a fee to the attorney for his services. In discussing the matter with Mr. Cox, the conservator, Mr. Cox and I agreed on fees for the conservator and myself in such a manner that I received the exact same fee in the Preckwinkle estate as I had already received in the estates of Mr. and Mrs. Patencio. The work was fairly identical, the leases were identical. It was actually the same leasee, and had the same minimum rent.

My next exhibit is E, which Mr. Sigler has. It is the Preckwinkle petition and the order, which completely confirms Judge Therieau's and my position in the matter of the Patencio estates. The petition clearly shows that we interpreted the minute order, the prior minute order as a new court policy.

The matter of the fees for the conservator and myself in the Preckwinkle matter were negotiated with Mr. Cox. After the negotiated fees and commissions in the Preckwinkle estate, Judge Therieau later reduced his commission in the Patencio estate, since both of these leases were identical. Therieau and I, in the Patencio estates, agreed that he would only pay me 40 percent of his commission, as his commission in those estates included not only a commission for obtaining the Sunquitz lease, but also other extraordinary services performed by Judge Therieau. Mr. Cox was completely informed as to all these matters. The conclusive proof of this is the fact that when you take 40 percent of the Sunquitz lease commission eventually paid to Therieau, you will find that this is attorneys' fees awarded to me, the exact sum negotiated with Mr. Cox and ordered paid to me as attorney in the other lease in the Preckwinkle estate. This is far too much,