

Mr. EDMONDSON. Without objection, they will be made a part of the committee files.

Mr. CLEARY. I think I have covered the other situations involving Mr. Hollowell and the other attorneys on the conflict of interest situation. The statement appearing on page 34 as to what the association's funds were to have been used for is a simple conclusion of the task force, which is not borne out by the association's bylaws, constitution, or minutes. Mr. Hollowell has testified as to what they had hoped to do and what they actually did do. There is a question of misuse of conservatorship proceedings, if I can find that, and two instances I cited; that of Mr. Siva which, as Mr. Hollowell has pointed out is still before the courts and it's an interesting situation that Mr. Cox, since the lease relies upon the decision of the appellate court, but in the case of the petition for conservatorship for Mr. Siva, relies upon the trial court. Apparently, one court has more authority in one situation than it does in another, depending on the point of view that Mr. Cox wants to take.

The matter of Segundo, there is a—well, as Mr. Hollowell pointed out, there is a misstatement of California law on page 44 where it says "It is not permissible under California law, for a conservator to charge fees for legal work," and I say it's a misstatement of California law because there has been no decision on it, so how Mr. Cox can—how he can imply that's going to be the law when some appellate court decides that it will rule on it, is interesting and I wish I had that foresight, but until some appellate court does rule on it, there is no California law on that point.

Mr. EDMONDSON. Would you say that it is possible that the statement was an outgrowth of the final paragraph that occurred in that judge's order on the subject of attorneys' services having to be specifically contracted for as attorney services?

Mr. CLEARY. Anything's possible, sir, and so it could be a possibility, and yet, in this particular instance, I think it is a very poor conclusion, because in this particular instance, the attorney and the conservator were one and the same; and how do you specifically hire yourself to act as an attorney? I don't know. Lot's of people are schizophrenic, but—another misstatement in there is the objection to the fees charged by Mr. Segundo's attorney, and that the objections were raised by the amicus. That's true, but Mr. Segundo through his then attorney, objected to the fees also; and I might add, parenthetically, that there is a statement in the report that says "There is an undue concentration of individual activity in this whole program." Mr. Hollowell was the attorney for the conservator of Mr. Segundo; Mr. Segundo wanted to change—Mr. Hollowell was the conservator, rather; Mr. Segundo wanted to change conservators. He sought the appointment of an individual attorney; his wife from whom he was divorced—obtaining a divorce—objected to the appointed fiduciary. That objection was ultimately recognized by the court; and Mr. Pierce, who is one of the members of the tribal council, was appointed as co-conservator for Mr. Segundo. In the course of getting a change in conservators, Mr. Segundo also wanted a change in attorneys for his divorce action. I represented Mr. Segundo in his divorce action. Mr. Pierce is, in effect, one of my clients, although he's not really, because I don't represent the conservatorship, and you get a