From: Hannah, Stephanie
Sent: Saturday, September 01, 2012 4:50:17 PM
To: Hosty, Tom
CC: Roe, Julie
Subject: Re: Outstanding Issues REF: Nevin Shapiro Investigation

Tom,
I think Maria is saying that the bankruptcy training was something she had to do in order to be able to issue subpoenas/do the requested depositions (not sure how that works), and that Ameen approved it. I can ask her to explain that part of it in more detail (in writing).

Sent from my iPhone

On Sep 1, 2012, at 1:26 PM, "Hosty, Tom" <thosty@ncaa.org> wrote:

> Just sent my email and just read this. That is good to know this most recent work in August could be helpful.
>
> -----Original Message-----
> From: Hannah, Stephanie
> Sent: Saturday, September 01, 2012 1:21 PM
> To: Roe, Julie
> Cc: Hosty, Tom
> Subject: Re: Outstanding Issues REF: Nevin Shapiro Investigation
>
> Julie,
> Part of the problem is that I'm not aware of the terms of the agreement. I asked Brynna, and she's not either, nor is there anything in CMS related to it. I asked Maria to forward me emails related to the issue between her and Ameen, and you saw what she sent. Of course, she said the majority of the work she did was approved by Ameen via phone conversations.
> In looking at the invoices she sent and her explanation of the purpose for the bankruptcy training (included in her email), I don't feel like I'm in a position to say its work beyond what was agreed upon.
> Regarding whether her work was helpful to us, here's what Brynna said:
>
> Susan might know more from the earlier part of the case because Ameen and Coach were involved more with her than I was. She did depose Pee-Wee which was helpful because at the time it was done, we did not think he would interview with us again. I think she also helped facilitate the provision of bank records and other documents, but Susan would probably have a better idea about that. She attempted the deposition of David Leschner (involved in the bball allegations) but he refused to show. Also, if she comes thru on either Mario's depo or the jewelry records, that could be helpful too.
>
> Really, from my knowledge, the main thing was Pee-Wee's depo and possibly some of the document collection.
>
> Sent from my iPhone
>
>
>
>
> On Aug 31, 2012, at 5:52 PM, "Roe, Julie" <jroe@ncaa.org> wrote:
>
>> Tom,
>> I don't think we (meaning Ameen or you) agreed to pay Maria for her representation of Nevin, which it seems like some of these bills are for.
>> In reading the email chain b/t Maria and Ameen, I don't see where that was promised.
>>
>> I don't doubt that she did the work detailed in the invoices but I don't know that we agreed to pay for the extent of those services.
>>
>> I know Ameen discussed Maria with us, Tom, and that the three of us had a call with her. When talking with Ameen and you, I did not have the impression that we agreed to pay anything close to this amount. I want to reference my notes before I share a number, but I recall Ameen giving an upper limit to both you and me, Tom, and I discussed that with Jim Isch.
>>
>> The $57,000 far exceeds that number.
>>
>> I need some help from you both as to why you think we agreed to pay for all of these services. We may need to reach

out to Ameen for clarification about his communication with Maria, although we need to talk about how and who does that and whether it is through his attorney.
>>
>> I think Steph needs to put something in writing to Maria ASAP about no further expenses being paid and note that we are reviewing the current ones.
>>
>> Although not relevant as to whether we have an obligation to pay, did we get anything out of her efforts?
>>
>> Seems like we should discuss this next Tuesday or Wednesday.
>>
>> Thanks,
>> Julie
>>
>> Sent from my iPad
>>
>> On Aug 31, 2012, at 3:37 PM, "Hosty, Tom" <thosty@ncaa.org> wrote:
>>
>>> Julie
>>>
>>> It looks like we need to pay Maria Perez (Nevin's counsel) $57,000 for legal services. If you agree, Susan can enter the invoices into Markview and Steph can put the account code and approve it. Steph will tell Maria in writing that no further expenses will be paid unless they are pre-authorized by us. If you want, you can read Maria's email below and see the attached emails and Maria's invoices.
>>>
>>> Tom
>>>
>>>
>>> From: Hannah, Stephanie
>>> Sent: Wednesday, August 29, 2012 3:19 PM
>>> To: Hosty, Tom
>>> Subject: FW: Outstanding Issues REF: Nevin Shapiro Investigation
>>>
>>> Tom,
>>> See below. [redacted] was going to call Maria this week about the invoices she sent us, but given the detailed explanation Maria provided, I don't really think she needs to do that. Basically, I think we're on the hook for the bills she sent (which, as a reminder, totaled about $57,000).
>>> Let me know if you disagree with us paying them.
>>> Steph
>>>
>>> From: Mari2much@aol.com<mailto:Mari2much@aol.com> [mailto:Mari2much@aol.com]
>>> Sent: Wednesday, August 29, 2012 2:20 PM
>>> To: Hannah, Stephanie
>>> Subject: Outstanding Issues REF: Nevin Shapiro Investigation
>>>
>>> First and foremost, I hope this email finds you well. Second, on Friday I received a return telephone call from Buchwald Jewelers regarding the subpoena, however, I have not spoken to them or returned their phone calls as a result of Hurricane Isaac, as everything was closed on Monday, and on Friday, everyone was preparing for the storm. Third, pursuant to our conversation last week, I have not received a telephone call from any investigator for the NCAA regarding the invoices I submitted several weeks ago. Fourth, I have a deadline I need to make in Mr. Shapiro's case, and I truly cannot spend a lot of time on this issue of the billing, and quite frankly, I thought this was a non-issue. Fifth, I understand that during the course of our last conversation you indicated the NCAA was not challenging the invoices, however, based upon your representations, the issue was that your investigator wanted to get all of the facts in order to justify said payment to Ms. Julie Roe. However, it is my understanding from Mr. Najjar that Ms. Roe was fully aware of the undersigned counsel's financial arrangements with the NCAA, and Mr. Najjar remains available if there are any questions or issues regarding the undersigned counsel's outstanding invoices.
>>>
>>> Sixth, unfortunately, you have not been involved in the evolution of my working relationship with the NCAA, hence, I will briefly summarize same, as this may likewise be forwarded to your investigator. Sometime back in early October, 2011, the NCAA, who was already corresponding with Mr. Shapiro, approached the undersigned counsel and inquired into the possibility of deposing certain witnesses the NCAA was interested in questioning. Furthermore, Mr. Shapiro was also interested in conducting the depositions of various witnesses for due diligence purposes, as well as to obtain additional evidence corroborating certain information Mr. Shapiro has provided to the federal government. Unfortunately, Mr. Shapiro's family was encountering financial difficulties, and it was decided that the NCAA would pay the undersigned counsel's legal fees and expenses in connection with any and all litigation that was of interest to both the NCAA and Mr.

Shapiro.
>>>
>>> In lieu of the fact the NCAA did not have subpoena power, Ameen Najjar approached the undersigned counsel back in October, 2011, and requested the undersigned counsel to provide the NCAA with the legal authority necessary to issue subpoenas in the Federal bankruptcy matter, and whether the undersigned counsel had said legal authority. In particular, Mr. Najjar wanted to confirm the undersigned counsel would be able to issue subpoenas for deposition in the only open forum available, which at that time was the bankruptcy court. (See October 11, 2011 email). After doing the research, the undersigned counsel advised Mr. Najjar of the Rule 2004 examination and subpoena process, and both Mr. Najjar and Mr. Johanningmeier agreed to retain my legal services in order to conduct the Rule 2004 examinations at issue. I have included the email wherein I explain to Ameen that the undersigned counsel needs to take an ECF training session to obtain full filing privileges with the Bankruptcy Court and in order issue the Rule 2004 subpoenas, etc.
>>>
>>> Mr. Najjar, Mr. Johanningmeier, and the undersigned counsel conferred regarding the individuals the parties wanted deposed. As usual, Mr. Shapiro wanted to depose a lot more people than Ameen, however, the parties came to an agreement that the following were the individuals to be deposed: (1) Sean Allen; (2) Michael Huyghue; (3) Mario Sanchez; (4) David Leshner. Ameen retained my services and likewise assured me that I would be fully reimbursed for all the time I expended, as well as any costs that I incurred in connection with the aforementioned depositions. Nevertheless, because there was a December 29th, 2011, deadline for conducting the Rule 2004 examinations, and because Mario Sanchez was missing in action, Michael Huyghue's attorney was also creating obstacles, as was counsel for David Leshner, Mr. Najjar directed the undersigned counsel to research the possibility of filing an adversary claim against Michael Huyghue, David Leshner, and Mario Sanchez. Mr. Najjar also approved travel expenses in connection with the undersigned counsel's need to visit with Mr. Shapiro in order to prepare for the Rule 2004 examinations. I have included a portion of the email exchanges between Mr. Najjar and the undersigned counsel, however, I did not include all of the emails because this would be time consuming, and the undersigned counsel just does not have the time right now to go through an exhaustive investigation of all of Mr. Najjar's emails.
>>>
>>> After completing the examination of Mr. Sean Allen, however, the undersigned counsel advised Ameen the NCAA would not have to spend any monies to file the adversary complaints because the undersigned counsel would be able to proceed with the additional depositions beyond the December 29th, 2011, deadline via the Luther Campbell lawsuit that was filed against Mr. Shapiro.
>>>
>>> The undersigned counsel has been extremely considerate and cost effective during the course of handling the Rule 2004 examinations on behalf of the NCAA, as the undersigned counsel did not bill for every phone call, email, etc., that was done, and notwithstanding the undersigned counsel was entitled to bill for said time. Moreover, although the undersigned counsel was authorized to incur travel expenses on behalf of the NCAA, the undersigned counsel was very cost conscience and tried to accomplish everything via telephonic interviews with Mr. Shapiro.
>>>
>>> In fact, as late as April, 2012, the undersigned counsel reminded Ameen the undersigned counsel was still owed monies for outstanding costs, as well as the monies due and owing to the undersigned counsel for the time the undersigned counsel expended. In fact, on April 24th, 2012, the undersigned counsel advised Mr. Najjar that the undersigned counsel had been extremely busy on other issues involving Mr. Shapiro's case, but that the undersigned counsel would be forwarding the undersigned counsel's bill for costs incurred, as well as a bill for the time expended by the undersigned counsel. In response, Mr. Najjar advised the undersigned counsel to forward all due costs and bills for payment and he would begin the payment process immediately upon their receipt.
>>>
>>> The undersigned counsel has worked very hard and the undersigned counsel trusts there will not be any issues with payment of the pending invoices. However, until the issue of payment is resolved, the undersigned counsel is not in a position to continue to incur costs and expenses, and to likewise invest more time without being reimbursed for same. As such, the undersigned counsel will complete Mario Sanchez' deposition, and likewise obtain the documents from Buchwald Jewelers once the issue of the undersigned counsel's invoices is resolved. As I previously indicated in my last email, the undersigned counsel has already issued the subpoena to Buchwald Jewelers pursuant to your request, and the undersigned counsel is simply waiting to receive the documents requested from Buchwald Jewelers.
>>>
>>> Please let me know if there are any other issues or questions regarding the pending invoices. Looking forward to your response, I am,
>>>
>>> Very truly yours,
>>>
>>> Maria Elena Perez, Esq.
>>>
>>>
>>> <AMEEN NAJJAR EMAILS.pdf>
>>> <Invoices_MariaPerez_Miami.pdf>