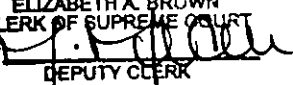


IN THE COURT OF APPEALS OF THE STATE OF NEVADA

LIBORIUS AGWARA, ESQ., AN
INDIVIDUAL,
Appellant,
vs.
MICHAEL B. LEE, P.C., A NEVADA
PROFESSIONAL CORPORATION; AND
MICHAEL MATTHIS, ESQ., AN
INDIVIDUAL,
Respondents.

No. 88270-COA

FILED
MAR 18 2025
ELIZABETH A. BROWN
CLERK OF SUPREME COURT
BY: 
DEPUTY CLERK

ORDER OF AFFIRMANCE

Liborius Agwara, Esq. appeals from a district court order granting respondent Michael B. Lee, P.C.'s motion to adjudicate its attorney lien. Eighth Judicial District Court, Clark County; Joseph Hardy, Jr., Judge.

This matter arises out of a dispute regarding the validity of Lee's attorney lien. Nonparty Lailanie Brosas was involved in a motor vehicle accident on July 17, 2021. Brosas then hired Lee to represent her in the personal injury matter. Brosas signed a retainer agreement with Lee, which stated that "in the event Client(s) discharges Attorneys prior to final settlement [], Client(s) agrees that Attorney's fees will be thirty-three and one-third percent (33 1/3%) of the most recent demand and/or offer of settlement." Lee then collected Brosas's medical bills and submitted a demand package to Allstate, the insurer for the tortfeasor involved in the accident, which requested that Allstate tender its policy limit. Allstate responded that because it was aware of two other claimants, it could not respond to any settlement demands until those claimants likewise made

settlement demands. Lee continued to periodically request a settlement offer from Allstate.

On April 1, 2022, Brosas hired Agwara to take over representation in the personal injury matter. Agwara then contacted Lee to inform the firm that Agwara had assumed representation, its representation of Brosas was terminated, and that all correspondence should be directed to Agwara. On April 4, 2022, Lee responded and informed Agwara that Brosas's client file was available for pickup at its office. The facsimile further included a notice of attorney lien, which stated in bold that Lee was asserting an attorney lien of thirty-three and one-third percent of any offer made in response to its prior policy limit demand. In addition, Lee placed a copy of the notice of attorney lien in Brosas's client file, which an employee of Agwara's office obtained on April 5, 2022. Further, Lee provided a notice of attorney lien to the involved insurance companies, the alleged tortfeasor, and Brosas's medical providers.

On May 2, 2022, approximately one month after Agwara's retention, Allstate offered to settle Brosas's claim for a pro rata percentage of the tortfeasor's policy limit. Allstate's letter indicates it was responding to Lee's prior settlement demand and indicated it was aware Lee had an attorney lien. Brosas accepted Allstate's offer and settled her claims for \$11,500. As part of the settlement process, Agwara's paralegal apparently communicated with Allstate, who allegedly indicated it would include Lee's name on the settlement check in light of the attorney lien. According to Agwara, he was unaware that his paralegal then wrote and sent a letter to Allstate, which was titled "HOLD HARMLESS." The letter stated Agwara personally assumed responsibility for the "attorney lien from prior counsel [sic], Michael Benson Lee, Esq." The letter further states it was written in

response to Allstate's request for a hold-harmless clause. Allstate subsequently issued the settlement check to Agwara and Agwara dispersed the funds without satisfying the attorney lien.

In August 2022, Lee learned that Allstate had settled Brosas's claim and issued payment without satisfying its attorney lien. Lee contacted Allstate, who then informed Lee of the hold harmless letter. Lee contacted Agwara in an attempt to settle the lien issue but Agwara failed to respond. Lee subsequently filed a complaint with the State Bar of Nevada, which directed Agwara to file an interpleader action and place the total amount of the lien (\$3,833.33) into his trust account.

Agwara subsequently filed an interpleader action that alleged Agwara did not learn of the lien until after the settlement funds were dispersed. The parties then filed competing motions that sought to adjudicate whether Lee's attorney lien was valid and if it attached to the settlement funds. Agwara argued Lee's attorney lien was invalid because: (1) the retainer agreement could not support an attorney lien once the attorney-client relationship was terminated, (2) it did not include a sum certain and instead asserted the lien amount was a percentage of any settlement, and (3) it was not served until after the settlement funds were dispersed and thus did not attach to those funds. Notably, Agwara never argued Lee was entitled to only a portion of the settlement funds nor did he identify any work he did to obtain the settlement. In response, Lee asserted its lien was valid because: (1) the retainer agreement contained a termination clause that stated Lee was entitled to a percentage of any settlement received as a result of its settlement demand, (2) the notice of attorney lien was served on April 4, 2022, several months before the

settlement funds were dispersed, and (3) NRS 18.015 does not require a sum certain.

The district court held a hearing on the competing motions and found Lee's attorney lien was valid pursuant to NRS 18.015. The district court found: (1) the retainer agreement included a termination provision which advised Brosas that Lee was entitled to a percentage of any offer received following the service of the settlement demand, (2) the settlement funds were generated solely as a result of Lee's work, (3) Agwara failed to provide any evidence demonstrating he did any work in furtherance of obtaining the settlement, and (4) the notice of attorney lien was filed on April 4, 2022, several months before the settlement funds were dispersed. The district court rejected Agwara's legal arguments that the notice was invalid or that the retainer agreement could not support an attorney lien following the conclusion of the attorney-client relationship. The district court thus found Lee's attorney lien was perfected and awarded it the full \$3,833.33 in attorney fees. Agwara now appeals.

On appeal, Agwara argues an attorney lien must be perfected prior to the termination of the attorney-client relationship. Agwara further argues the notice of attorney lien violated NRS 18.015(3) because it did not list a sum certain and that the lien violated NRS 18.015(4) because it was not served until after the settlement funds were dispersed.¹ We reject these arguments and affirm the district court's decision.

¹Agwara also argues, for the first time on appeal, that Lee was not entitled to attorney fees because it did not actually obtain the settlement for Brosas. But Agwara waived this argument because he failed to present it to the district court and, thus, we do not consider it. *See Old Aztec Mine, Inc. v. Brown*, 97 Nev. 49, 52, 623 P.2d 981, 983 (1981) ("A point not urged

The perfection of an attorney lien is governed by NRS 18.015, and we review the district court's interpretation of that statute de novo. *D.R. Horton, Inc. v. Eighth Jud. Dist. Ct.*, 123 Nev. 468, 476, 168 P.3d 731, 737 (2007) (providing the standard on appeal for reviewing statutory interpretation). Further, we review an attorney lien adjudication for an abuse of discretion. *Bero-Wachs v. Law Office of Logar & Pulver*, 123 Nev. 71, 80 n.21, 157 P.3d 704, 709 n.21 (2007).

As an initial matter, we reject Agwara's argument that a terminated attorney cannot rely upon its retainer agreement to support an attorney lien. A review of NRS 18.015(1) demonstrates that the statute clearly states that "an attorney *shall* have a lien . . . upon any claim which has been placed in the attorney hands by a client." (Emphasis added.) See also *Fredianelli v. Fine Carman Price*, 133 Nev. 586, 587, 402 P.3d 1254, 1255 (2017) (affirming a district court order enforcing an attorney lien perfected after the attorney withdrew from representation). Here, the retaining agreement expressly contemplated the payment of attorney fees for any settlement obtained as a result of Lee's work. Further, Agwara's reliance on *Golightly v. Gassner* to support his argument on this issue is unavailing as *Golightly* merely recognizes district courts have discretion to evaluate the reasonableness of the attorney fees sought pursuant to an attorney lien. No. 50212. 2009 WL 1470342, at * 2 (Nev. Feb. 26, 2009) (Order of Affirmance). Nothing in *Golightly* supports Agwara's position that attorneys cannot rely upon a retainer agreement to assert an attorney

in the trial court, unless it goes to the jurisdiction of that court, is deemed to have been waived and will not be considered on appeal.").

lien following the termination of their services.² Accordingly, the district court did not err by finding Lee could perfect an attorney lien following the termination of the attorney-client relationship.

We likewise reject Agwara's argument that Lee's attorney lien was not perfected because it listed a percentage of any settlement as opposed to a sum certain. NRS 18.015(2) states that a lien "is for the amount of any fee which has been agreed upon by the attorney and client." An attorney perfects an attorney lien by serving notice in writing "claiming the lien and stating the amount of the lien." NRS 18.015(3). Contrary to Agwara's position, the supreme court has already held "NRS 18.015(3) does not require the attorney to state an exact dollar amount." *Golightly & Vannah, PLLC v. TJ Allen, LLC*, 132 Nev. 416, 420, 373 P.3d 103, 106 (2016). The supreme court noted that requiring a specific dollar amount would hinder an attorney working on a contingency basis from complying with NRS 18.015(4)'s requirement to perfect the lien prior to receiving the settlement funds. *Id.* at 421, 373 P.3d at 106. Accordingly, an attorney satisfies NRS 18.015(3)'s requirement by stating the "agreed upon contingency percentage" in the notice of attorney lien. *Id.* Here, it is undisputed Lee's attorney lien included the contingency percentage agreed upon in the retainer agreement, and thus it satisfied NRS 18.015(3).

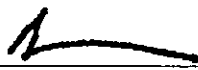
We further conclude that substantial evidence supports the district court's finding that Lee served the notice of attorney lien prior to the distribution of the settlement funds. Although Agwara argues he did not receive notice of the attorney lien until September, after he dispersed

²We further note *Golightly* is not citable as persuasive authority because it is an unpublished disposition issued by the supreme court entered prior to January 1, 2016. See NRAP 36(c)(3).

the settlement funds, this is contradicted by the record. Notably, the record demonstrates that Brosas's client file contained a copy of the notice of attorney lien. Despite his argument that he did not receive the notice until September, Agwara did not dispute that the notice was included in the client file or that his office received the file on April 5, 2022. Accordingly, we conclude the district court did not abuse its discretion in finding the notice of attorney lien was served prior to the August 24, 2022, distribution of the settlement funds. Because the notice of attorney lien was served prior to the distribution of the settlement funds we conclude Lee satisfied NRS 18.015(4)'s requirement that the lien be perfected prior to the distribution of funds.

Accordingly, for the reasons set forth above, we affirm the district court's order enforcing Lee's attorney lien.

It is so ORDERED.


_____, C.J.
Bulla


_____, J.
Gibbons


_____, J.
Westbrook

cc: Hon. Joseph Hardy, Jr., District Judge
Stephen E. Haberfeld, Settlement Judge
Law Offices of Libo Agwara, Ltd.
Michael B. Lee, P.C.
Eighth District Court Clerk