STATE OF WISCONSIN IN SUPREME COURT

In the Matter of Disciplinary Proceedings
Against John O. Ifediora

Office of Lawyer Regulation,
Complainant
v.
John O. Ifediora,
Respondent.

Case Code 30912
Case No. 2022AP41-D

Date: August 24, 2023

Referee: James D. Friedman

Amended Complaint against James D. Friedman (Referee)
By John O. Ifediora

Summary

Deficiencies in Friedman's conduct of the trial, acceptance into evidence of erroneous statements as facts, and reaching faulty conclusions based on false evidence and compromised abilities.

Procedural deficiencies.

1. Auditory and cognitive incapacity: Mr. James D. Friedman is a retired attorney, who, by his own admission at the hearing, has hearing difficulties. In this hearing in which he served as referee, he stated he did not hear what was being said and strained to comprehend or remain alert to what the witnesses were doing, and the testimonies given. An illustrative instance of Friedman's hearing impairment occurred when OLR's Attorney, Thomas J. Laitsch, objected to my uncontrolled laughter at the false testimony being offered by Vembu; Mr. Friedman said he did not hear me laugh even though on each occasion it was audible to everyone in the room.

   Another clear instance of this handicap was Aboloma's uninterrupted use of his native language (Ibo) to insult me (Ifediora) while giving his testimony (an obvious attempt to provoke me). Again, Mr. Frideman failed to take notice of this and did not take steps to stop such abusive behavior by the complainant. It took the direct instruction by Atty. Rosenzweig to Aboloma to desist, and have Aboloma's wife leave the room where she was discussing with Aboloma his responses to questions put to him. All these escaped Friedman's attention.

2. In a fair hearing designed to produce a reasonably unbiased outcome, witnesses scheduled to provide adverse testimony against a defendant should, at the minimum, be protected from cross-contamination by testimonies given by each other, by the defendant and the complainant. This is especially relevant in this case where the two

witnesses (Vembu and Wagner), and the complainant, Aboloma, are motivated by a strong desire to exact revenge on the defendant.

In the hearing Mr. Friedman, despite the objection raised by Ifediora, allowed the witnesses to listen to each other's testimony, and those of Ifediora and Aboloma before providing their own testimony. This afforded them the opportunity they previously lacked to coordinate and align their respective testimonies to fit OLR's narrative. By rejecting my request to deny the witnesses this capacity to synchronize their testimonies, Mr. Friedman did irreparable harm to my right to a fair and unbiased hearing. Because they perfectly matched their responses to what Aboloma testified to, and to their respective testimonies, Mr. Friedman erroneously assumed such perfect symmetry as evidence of truthfulness.

3. Other significant instances that evince inattentiveness and lack of care occurred when Atty. Laitsch concluded leading Vembu in his testimony. Vembu thanked Friedman, got up and left the hearing while being escorted by Atty. Laitsch. They were practically by the elevators when I and Atty. Rosenzweig called them back for cross-examination. But for our quick reaction, Vembu would have deposited his fact-free testimony and left without being cross-examined by opposing counsel. Friedman took no notice of this event even though he was sitting there in the room, and supposedly overseeing the proceedings.

4. The only time I recall Friedman asking a question was when he asked Thomas Laitsch if Aboloma's civil action had been resolved; Atty. Laitsch informed him that the civil case had been resolved. This is false since the civil case is still ongoing. Armed with this false information, Friedman proceeded to render a decision that was laced with manufactured 'facts,' that are not in evidence, and editorial commentaries not supported by oral and written testimonies or by logic. And by this unfortunate act may have tainted an ongoing litigation.

Context Matters

Time to piece the veil of confidentiality in Aboloma's civil case

5. A confidential agreement serves useful legal purposes and should be honored so long as it is not used in furtherance of fraud or other illegal activities. In the civil case brought by Aboloma to recover his investment of $500,000, he named Vembu, Ifediora and Wagner as co-defendants. Aboloma, through his attorney, Christopher Strobel, reached an agreement to settle the case with Vembu and Wagner. The terms of the agreement were designated as confidential. Once the agreement was reached, Aboloma, through Christopher Strobel, filed an ORL complaint against me.

6. Vembu received an investment check of $500,000 from Aboloma and the lawsuit sought the return of the full amount. Vembu reached a settlement agreement with Aboloma for approximately $200,000 that relieved him of the duty to return the remaining

$300,000 plus interest with the expectation that he would be willing to testify against me as a witness (The content of the confidential agreement was revealed by Wagner in his filings).

7. Aboloma, through atty. Strobel, subsequently separated Vembu and Wagner from the original lawsuit and amended their case that states that I am obligated to the sum of $260,000 plus legal fees. In short order, they offered me a settlement amount of $60,000 which is the sum of the balance of the $50,000 left after paying Aboloma's immigration lawyer's fee and filling fee plus the sum I borrowed from him in Nigeria to off-set the cost of the international conference sponsored by Vembu and USFP. The agreement offered to me disappeared $300,000 that Vembu would have been held responsible for in a cross-claim action. But why? Vembu did not have to return it, and I was not asked to return it. It was a gift to Vembu in return for his willingness to offer the most untenable and incredulous testimony against me in an OLR petition Aboloma intended to file against me. He did exactly that in the OLR hearing. Despite a duly executed contract and other solid evidence that contradict his testimonies, and lack of any verifiable evidence that support his assertions, Friedman found him 'credible.'

8. Vembu received Aboloma's $500,000, and was sued to return the funds. In his testimony at the OLR hearing, he stated that he gave me the $200,000 for safe keeping. If he believed that the $200,000 was given to me to be placed in escrow as he testified in the OLR hearing, then his lawyers should have cross-claimed this amount against me in the original lawsuit. They never did. If Wagner believed he was owed $57,000 for his services as he claimed, he too should have cross-claimed or counter-sued Aboloma for his fees in the original lawsuit. He did not. But a more important question is why did Vembu not contact his client, Aboloma, to relay his objections to giving me $200,000 for "safe Keeping" or contact his own lawyers to place the $200,000 in USFP's escrow account? Why give a check for $200,000 to someone he just met to place in an escrow account? I was not his attorney; I was only an agent for my cousin, Aboloma. And why did he and Wagner not complain to Aboloma about the $57000 fee between 2014 and 2018? His testimony and that of Wagnar's were nonsensical but Friedman believed them, and found them "credible."

9. The question that Thomas Laitsch of OLR and James Friedman should have been interested in asking is why Vembu would testify falsely under oath in light of a legal and legitimate contract USFP and CASADE signed to market and showcase USFP, its products, and its EB-5 program in an international conference held in Abuja, Nigeria. His settlement agreement had afforded him a legal shield from further lawsuit from Aboloma, then what motivated his false testimony under oath in the ORL proceeding? The short answer is that he was fulfilling his obligation to so testify at the proceeding in exchange for relieving him of the duty to return the full $500,000 he owed Aboloma. Aboloma's desire to seek revenge against me was worth that much to him (of course it was not his money; he took it from the Nigerian government as laundered funds).

The witnesses and the complainant had strong motives to give false testimonies under oath, and they did.

10. In any conflict where a tryer of facts is called upon to adjudicate and render a decision, not only do the acts afford direct testimony but the circumstances in which the acts occurred provide context within which the acts may be profitably understood and the appropriate conclusion reached. In this particular case, Mr. Friedman had no use for context or facts; he simply took the acts and false testimonies adduced by the witnesses and regurgitated the narratives of OLR's Attorney, Mr. Thomas Leitsch. His reasoning, conclusions and statement of "facts" are nothing short of astonishment, and provably inaccurate and biased.

The case of Aboloma

11. Aboloma's civil lawsuit in which he named me (Ifediora) as a co-defendant, and his subsequent petition with OLR arose out his desire to seek revenge, not for the failure of his EB-5 application but because I reported his theft of public funds, money laundering activities and failure to declare the funds for his EB-5 application to the federal government of Nigeria as required by law. Evidence from the bank statements and other documents he submitted for his EB-5 application showed active money laundering activities and theft of funds from the government of Nigeria. This information only became clear to me when USCIS gave notice of intent to deny his application after years of delaying a decision on Aboloma's application. Mr. Aboloma's appointment as the Director-General of Standards of Nigeria was subsequently terminated as a direct result of my action and subsequent negative press coverage. The termination of his appointment meant the loss of millions of dollars he was stealing from the Nigerian government.

12. Although we are blood relatives, he knew from my professional writings and our conversations that I was very much opposed to bureaucratic corruption and the harm it inflicted on poor Africans. This ended our very close relationship. The fact that a criminal investigation based on my reporting of his illegal activities to Nigerian officials is still ongoing has turned me into his sworn enemy (so far, I have received three death threats from him). These facts were in evidence but Friedman was not paying attention, he was either incapable of comprehending them or did not think motives and context matter.

Vembu's Other Motive

13. When Aboloma's EB-5 application was denied by USCIS, I informed Vembu that the invested funds of $500,000 had to be returned to Aboloma. He agreed that the funds should be returned but that his company cannot returned the funds immediately since the funds had been deployed pursuant to the subscription agreement he signed with Aboloma. He wrote to Aboloma stating this much. Since I introduced Aboloma to Vembu, I then began to aggressively seek the return of the full amount invested with his company. When that effort failed, I filled a formal petition of financial fraud against him with Federal Bureau of Investigation (FBI) located in Middleton, Wisconsin. I

subsequently filled three more petitions of fraud against him with the Fitchburg Police Dept, Madison Police Department, and Wisconsin Department of Financial Institutions. These actions did not endear me to Vembu. These were all in evidence.

The case of Wagner

14. I never personally met Wagner nor had any dealings with him. I never communicated with him nor sought his assistance with Aboloma's petition. In my early meetings with Vembu to discuss Aboloma's intentions, Vembu repeatedly assured me that his company, US Food and Pharmaceuticals (USFP), was an approved EB-5 center with an office in Michigan. He did not inform about his desire to use Jeff Wagner's non-existent center. It was a few days after Aboloma returned the signed subscription agreement with Vembu was I informed that one Jeff Wagner runs an EB-5 center in Michigan they intend to bring on board. I asked why that was the case since I was given the impression that USFP was an approved EB-5 center. When I researched DIIRC in Detroit, there was no website of the center to be found, no phone number or email listed for DIIRC. More research led me to one Samir Danua who ran such center in Detroit. When contacted, I was informed that DIIRC no longer handled EB-5 applications as of 2014 when I made my inquiries. Samir Danua had closed down the operation and had gone into real estate. How Wagner got hold of DIIRC papers remains a mystery, but it was on paper only; it had no physical existence, no employees and did not have clients as he testified to.

15. I made this finding known to Vembu, and informed him that since there is no public record of DIIRC, and I can't verify the existence of DIIRC, that USFP should file Aboloma's petition as a direct investment in the company (this was an approved alternative to a center). He agreed; and since there was no need for a center, Aboloma's application would be filed by his attorney, Ebere Ekechukwu, a seasoned immigration attorney whom Aboloma met in Chicago and retained her services. The $50,000 that would have been used to pay DIIRC's fee was instead used to pay the attorney's fees and the filling fees for Aboloma and his wife and children. This development was made clear to Aboloma in our weekly conversations. This happed in 2014. Wagner or vembu never contacted me in the intervening years to ask for Wagner's fee. It was only after Aboloma filed his federal lawsuit that Wagner suddenly realized he should also ask for a fee he was never entitled to. He brought a civil against me in Michigan after Aboloma's lawsuit was settled; the case was dismissed.

Factual Background on a Key Issue

16. Despite conclusive evidence that I stopped accepting cases from the Public Defender's office over eight years before I elected not to renew my law license, Friedman believed that an email supposedly sent from my defunct law office email account was evidence that I was Aboloma's attorney. Since my email account was no longer accessible after I shutdown my law office, it was not possible to verify the authenticity of the email produced by Aboloma. (Mr. Friedman believes that in this era of advanced technology, the only way to produce an authentic looking email is if the account was hacked. Not true: fake emails are easily generated and abound in Nigeria's internet communities for

a few dollars. The US govt and its embassy in Nigeria can attest to this unfortunate reality).

17. As Friedman stated in his decision, I have no immigration law background and limited experience assisting Wisconsin indigents through the Public Defenders program, then what motivation do I have to represent Aboloma in a time consuming and complicated immigration case? He did not say, but my answer that I was simply assisting my first cousin to retain a competent EB-5 center and an immigration lawyer to file his petition was not good enough even though that was indeed the case. Aboloma did not retain me as his attorney, he did not pay me for the assistance I provided, I did not file any of the legal papers with the US immigration office nor was I involved in the writ of mandamus filed on his behalf. What I did for him as my first cousin did not require a law license; what he asked of me was to help him identify the means to acquiring an immigrant visa, and later to assist in overseeing the activities of his lawyer and the company he invested in. This entailed delivering his investment check to the company (USFP) and writing checks to cover his legal and visa application fees. This is the extent of my involvement. But to Friedman, this is practicing law in Wisconsin, and constituted an attorney-client relationship.

False testimonies, evidence of incompetence, dereliction of duties, and bias

(These are presented in the order of seriousness)

Fales Statements

18. On page 16, paragraph 1, Friedman states "There are two problems with Ifediora's attempt to explain where the $50,000 went. First, Ifediora testified that the $50,000 was Aboloma's property. Ifediora disbursed Aboloma's property against Aboloma's direction. Second, Ekechukwu's fees were paid prior to Ifediora's receipt of the $50,000. Ifediora claims he did not bill Aboloma for his services, yet the money disappeared. DIIRC did not receive any of it, and Ekechukwu only received $5000 in September 2014."

19. **FALSE:** These statements are some of the most patently false and misleading statements made by Friedman. Attorney Ekechuckwu received two checks from me…$5000 on September 29, 2014, and $5600 on December 10, 2014 for a total of $10,600 (See enclosure). This was the agreement Aboloma reached with his attorney; they covered her services and the EB-5 filing fees. DIIRC, on the other hand, did not need to be paid because neither Aboloma nor I retained its services. Attorney Ekechukwu was paid to do exactly what DIIRC would have done if it were operational. All these were done per the instructions of Aboloma. The balance of the $50,000 was borrowed from Aboloma to cover the cost overrun from the international conference which Aboloma approved and attended. Aboloma was fully aware of how the funds were disbursed because we were in constant communication on these proceedings.

20. On page 15, paragraph 1, Friedman states "Again, information on DIIRC was publicly available on the USCIS website:

21. **FALSE:** Information on DIIRC was not available on USCIS website. Friedman is making an incorrect assumption that he could have easily verified.

22. On page 8, paragraph 1, Friedman states "As pointed out later, the identity of, and information on, regional centers is publicly available on USCIS website."

23. FALSE: There was no such information for DIIRC on USCIS's website; if Friedman took the time to look up DIIRC in USCIS, he would not have made this inaccurate statement. It was finally revealed in Aboloma's lawsuit that Wagner's DIIRC was on paper only. It had no clients, no physical presence, no employees, no portfolio of investments, no contact details and no website. But more importantly, it was not approved to handle investments in pharmaceutical products and was approved for a certain geographical area in Michigan that did not include Madison, Wisconsin. These two restrictions disqualified it from sponsoring Aboloma's EB-5 application. Amazingly when USCIS formally canceled DIIRC's designation in 2016 as a regional center for lack of activity, the letter was sent to Samir Danua as the operator, not to Wagner.

24. On page 10, paragraph 2, Friedman states "Aboloma understood that check would be tendered to DIIRC for the regional centers processing fee."

25. FALSE: Once I discovered that DIIRC was not operational I notified Aboloma of this important development. Attorney Ebere Ekechukwu, who has been Filing EB-5 applications for her Nigerian clients for years at that point, took over the paperwork and filings that Wagner and his non-existent center would have done if DIIRC existed.

26. On page 6, Friedman states "Ifediora had no immigration law experience and no familiarity with this program and yet he tried to lead someone through it – that is primarily what caused Aboloma's losses here."

27. FALSE: Aboloma lost on two fronts, neither had anything to do with Ifediora: 1. The denial of his EB-5 application was because DIIRC, as stated by USCIS, had lost its license to operate, and was therefore not eligible to sponsor Aboloma's application. 2. Vembu's inability to return Aboloma's invested funds.

28. On page 29, paragraph 9, Friedman states " On November 10, 2014, Vembu wrote a check from USFP's Wells Fargo account to John Ifediora Law Firm in the amount of $200,000, out of Aboloma's $500,00 investment. The purpose of the check was to assure repayment of a loan Ifediora purportedly made to Aboloma in the amount of $200,000 as part of the initial $500,000 investment. Ifediora promised that the $200,000 payment would be placed into an escrow account."

29. FALSE: The $200,000 check written was based on a formal contract entered into by USFP and the Council on African Security and Development to introduce USFP's products into

the African market and to boost USFP's ability to attract more EB-5 investors from Africa through an international conference. The funds were also to be used to register USFP's products in Nigeria. The $200,000 was the fee to organize and put up such a conference. No reasonable person would find Vembu's narrative on this point credible. For many reasons:

30. As the CEO of USFP that fronts as an EB-5 center, he knows that the program prohibits applicants from borrowing any part of the funds invested. I also know this requirement from my research. It is therefore nonsensical for him to state that he intentionally violated a major requirement of the program by giving me a check for $200,000 because I told him Aboloma borrowed it from me. He could easily have verified this with Aboloma.
31. It is inconceivable that an established business would hand over $200,000 to someone the CEO just met for safe keeping in an escrow account. EB-5 program requires the entire amount invested by an applicant be kept by the sponsoring entity. I am not the company's attorney, nor am I Vembu's attorney. This is one of the most nonsensical statements made by Vembu that Friedman found 'credible."

32. On page 19, paragraph 2. Friedman states "Ifediora subsequently conveted these funds for his personal use. Like the other sums of money Ifediora was in possession of on behalf of his client, a final accounting was never provided to Aboloma."

33. FALSE: None of the funds in my possession was converted to my personal use. Here is a breakdown: From the $50,000, $10,600 was paid to Attorney Ekechukwu. The remainder of thirty-nine thousand was borrowed from Aboloma, and with his explicit permission was used to offset the cost overrun from the conference. The $6000 of interest could not be paid to him because it was forbidden by Nigerian constitution put in place to curtail money laundering by an active public servant. Since Aboloma did not declare the $550,000 he used for his EB-5 application as his assets as required by law, and because his Wells Fargo account was being operated illegally, the $6000 had to be held until he made the appropriate declarations of assets to the federal government of Nigeria as required by law of all public officeholders. Since I was not practicing law, and Aboloma was not my client, I do not have a trust account, hence the $6000 of interest payment could not be paced in an imaginary trust account, if one is to take Friedman's narrative seriously. All these facts were testified to at the hearing but Friedman was not paying attention, and had no use for what I said or what my attorney presented to him.

34. On page 7, paragraph 2 Freidman states "Ifediora's testimony at the hearing that he did not understand that USFP and DIIRC were separate entities lacks credibility……"

35. FALSE: Both Vembu and Chris Collins (He introduced me to Vembu) informed me that USFP is an approved regional center located in Madison. This is why I agreed to meet with Vembu. I was looking for an approved EB-5 company not a biomedical company. It was only after Vembu made a conference call from his office and introduced me to Jeff Wagner was I made aware that USFP intended to use the services DIIRC. Before this

conference call, I was made to believe that USFP was an EB-5 approved center as claimed by Vembu. After the call I wrote to Aboloma to give him an update on what transpired in the conference call. I then made my inquiries into DIIRC. The original one in Detroit operated by Samir Danua had ceased to operate. There was no evidence that another DIIRC existed; there was no physical presence, no contact details, no website, and nothing to link Wagner to DIIRC. I made my findings known to Vembu, and made it clear to him that Attorney Ekechukwu would be filing the EB-5 application on behalf of Aboloma. The $57,000 center fee would not be paid. This explains why neither Vembu nor Wagner requested payment from me or Aboloma.

36. On page 17, paragrapgh 2, Friedman states “Vembu testified that Ifediora requested interest payment in cash because he was travelling to Nigeria the next day and would pay it to Aboloma”

37. FALSE: Vembu invited me to his office to discuss when he can return Abolma’s full investment. When I arrived, he subsequently produced two documents, one was a backdated document that states that I am responsible for the $200,000 that was spent on the conference, the other was a receipt for interest payment of $6000. This was after much pressure was placed on him to return Aboloma’s full investment. I did not request any payment in cash; infact once Vembu collected the signed documents, he left the office. It was his assistance, seeing the silliness of Vembu’s action, who then went to his bank and withdrew $6000 in cash of his own money to satisfy part of the interest payment owed for three years.

38. The funds could only be placed in my safe deposit in my home. It could not be deposited into Aboloma’s bank account with Wells Fargo because he was operating the account illegally per Nigerian constitution that bars public office holders from operating foreign bank accounts. By the time I was able to travel to Nigeria, Aboloma had filed his lawsuit, and payment had to wait until the case was resolved. Aboloma has subsequently received the $6000 amount of interest payment from me.

39. On page, paragraph 2, Friedman states “Through his research and investigation into the process, Ifediora became aware of a start-up pharmaceutical manufacturer in Madison, Wisconsin called U.S. Foods and Pharmaceuticals (USFP).”

40. FALES: USFP, as represented by Vembu, has been in business for over 20 years with established product lines to treat bone problems, and an established Baby Formular milk in Canadian and Indian markets, with more pending patents in the US. He presented to me brochures of their various products being manufactured in their facilities in Indiana.

41. On page 8, paragraph 2 Friedman states “There is no doubt that on Aboloma’s behalf, Ifediora arranged and retained Attorney Ebere Ekechukwu, an immigration lawyer in Chicago.

42. FALSE: I only introduced Aboloma to Attorney Ekechukwu. Aboloma discussed her fees and services with her and retained her as his attorney. Aboloma met Ekechukwu in her Chicago law office. Aboloma falsely testified in the hearing that he never met Attorney Ekechukwu (he lied under oath). Friedman could have made a very simple verification by calling Attorney Ekechukwu to determined how and who retained her. He did not bother.

43. On page 8, paragraph 2 Friedman states “There is no dispute Ekechukwu’s <u>only</u> responsibility was to file the actual EB-5 petition for citizenship.”

44. FALSE: Attorney Ekechukwu did much more than file Aboloma’s EB-5 application. She was the one monitoring and communicating with USCIS throughout the process, and persuaded Aboloma to file a writ of mandamus against USCIS, which she also filed on Aboloma’s behalf as his attorney. She was also retained by Aboloma to search for, and negotiate the purchase of real estate properties in Chicago. This was the primary source of tension in their relationship, and because Aboloma failed to purchase the properties she secured for him, she refused to release the letter of denial sent by USCIS. She held on to this letter until Aboloma paid her for her real estate services. It was also the basis for the complaint filed against her with Illinois State Bar by Vembu.

45. On page 16, paragraph 1, Friedman states “As demonstrated during the hearing, the initial attorney fee payment of $5000 to Ekechukwu was made via a check dated September 29, 2014, from Ifediora’s law office account. That payment preceded Ifediora’s deposit of the $50,000 from Aboloma by at least three weeks. Therefore, a portion of Aboloma’s $50,000 was not used to pay Ekechukwu’s initial retainer.”

46. FALSE: This is one of the most unreasonable statements made by Friedman. If I advanced funds to cover an expense for my cousin which I already have permission to pay, and have the check of $50,000 from Aboloma in my possession and can deposit it into my account when it is convenient, how is this not acceptable? But Friedman uses it as grounds for his faulty conclusions.

47. On page 10, paragraph 2, Friedman states “The referee takes judicial notice of the public fact that all approved, as well as terminated, regional centers are listed in the USCIS website.”

48. **Misleading statement**: That an approved center is listed does not mean it is operational or functional. In the case of DIIRC, it was not operational; it existed on paper only.

49. On page 5, Friedman states " Ifediora expressly told Aboloma he was acting as Aboloma's Lawyer. In an August 22, 2014 email to Aboloma….."

50. FALES: This email was forged by Aboloma. I did not write the email for the simple reason that it states that funds may be sent to my trust account. I do not have a trust account. Forged emails from Nigeria are received daily by American citizens as many can attest to.

51. On page 6, Friedman states "On the other hand, he maintains that if he did write it, he was postulating a cover to ease Aboloma's transfer of money from Nigeria to the US under the guise of an attorney client relationship which sounds like an admission to money laundering."

52. FALSE. Friedman misinterprets the point being made. I was simply relaying Aboloma's rationale for his elaborate forgery. But more importantly, Aboloma had already transferred all the funds he needed for his EB-5 application to his Well Fargo account in the US before he informed me of his intention to apply for a US visa. Thus, making the email redundant and suspect. He never deposited any funds in my law office account.

53. On page 8, paragraph 2, Friedman states "Ifediora's statement about facilitating things from his end and that he would keep Ekechukwu updated is further evidence that he was acting as Aboloma's legal representative"

54. FALES: I was acting as a blood relative monitoring the progress of my first cousin's EB-5 application as requested by Aboloma. I never presented myself as Aboloma's attorney, there was no retainer agreement between us, I did not charge him for my activities on his behalf. But more importantly, all I did for Aboloma did not require a law license.

55. On page 11, paragraph 1 Friedman states "But in response to interrogatories in the federal litigation he said the $50,000 was for his services and to pay the initial filing fee for Ekechukwu."

56. **Misleading statement**: As already stated, my services to Aboloma did not include legal work. Picking him up from O'Hare airport, housing him in Madison, driving him to Wisconsin Dells to inspect a gas station he wanted to invest in, driving him to Chicago to meet with his attorney, etc., are the services I was referring to, but I did not charge him for these services.

57. On page 14, paragraph 1 Freidman states "Ifediora mishandled and converted….

58. FALSE: There is no evidence to support this finding; the funds were used as discussed with Aboloma. Aboloma authorized the use of funds to pay his attorney's fee and the filling fees.

59. On page 15, paragraph 2, Friedman quotes “The $50,000 he paid to me was for my services, and to pay the initial Attorney’s fees for Attorney Ekechukwu.”

60. FALSE: Friedman again wrongly assumes that by services I was making references to “legal” services.” I was referring to my non-legal services as earlier referred to…providing Aboloma with accommodation, driving him to and from Chicago, and Wisconsin Dells, the time spent finding and meeting with US Foods to sponsor him.

Blatant bias and incompetence

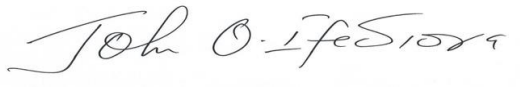
61. From page 23 – page 26, Friedman recited the legal support given by ORL. There is no place in his report where the legal support or statement of fact given by my counsel may be found. It was if my testimony and my attorney’s report were a waste of time and effort and underserving of notice.

62. On page 10, paragraph 2, Friedman states “The Referee takes judicial notice of the public fact that all approved, as well as terminated, reginal centers are listed on the USCIS website.” If he took the time to take judicial notice of a public fact, then he could have done the same before he declared that he found Vembu’s testimony at the hearing “credible.” If he did, he would have discovered Kolson v. Vembu, 869 F. Supp. 1315, where Vembu defrauded his investors of over $150,000. The judge in that case found Vembu “not credible.” Friedman would also have found Baby Milk Action CEM case against Vembu. In this case, Vembu was found to have engaged in unethical and fraudulent means to market his products in African countries. Here also, his statements were found “not credible.” Vembu and his company are barred by the state of Wisconsin from receiving any public funds/grants because Vembu defrauded the state of over $160,000. These are all in the public domain. Friedman elected not to take “judicial notice” of these since they did not align with his position on Ifediora’s case. The adjudicators in the cases cited above were honest and impartial, but more importantly took their duties seriously. This is more than can be said of Friedman who fancied himself as the all-knowing Chief Judge, jury and executioner who abhors facts and logic.

Request for a formal review of this case

For all these reasons, I formally request a formal review of James D. Friedman’s performance in this case as a referee. But more importantly his capacity and ability to serve as referee in future OLR cases.

Sincerely,



John O. Ifediora Date: August 24, 2023.