

**United States Court of Appeals
FOR THE EIGHTH CIRCUIT**

No. 10-1349

Steven M. Maus,

Appellant,

v.

Brian N. Toder and
Chestnut & Cambronne, P.A.,

Appellees.

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* Appeal from the United States
* District Court for the
* District of Minnesota.
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* [UNPUBLISHED]
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Submitted: October 18, 2010
Filed: October 25, 2010

Before RILEY, Chief Judge, BYE and MELLOY, Circuit Judges.

PER CURIAM.

Steven M. Maus appeals the district court's¹ grant of summary judgment in favor of Brian N. Toder and Chestnut & Cambronne, P.A. We affirm.

The dispute giving rise to this action is an attorney's lien for unpaid attorney fees in the amount of \$81,778.93 held by the appellees on Maus's partnership dissolution trust account. After a state court entered judgment for the lien and the

¹The Honorable Patrick A. Conmy, United States District Judge for the District of North Dakota, sitting in the District of Minnesota.

Minnesota Court of Appeals affirmed the judgment, Maus v. Galic, No. A06-1183, 2007 WL 1248160, at *2 (Minn. Ct. App. May 1, 2007), Maus brought this action in federal court seeking an accounting; he also stated claims for usury, breach of fiduciary duty, and an alleged violation of the Truth in Lending Act (TILA), 15 U.S.C. §§ 1601-1667f. The district court concluded the claim for an accounting was barred by the doctrine of collateral estoppel because of determinations made in the Minnesota state court proceedings; the district court further concluded the claims for usury, breach of fiduciary duty, and the alleged TILA violation either failed on the merits or were time-barred. Maus v. Toder, 681 F. Supp. 2d 1007, 1013-19 (D. Minn. 2010).

Having carefully reviewed the record de novo, as well as the parties' briefs, we affirm for the reasons stated by the district court in its thorough and well-reasoned decision. See 8th Cir. R. 47B.
