

3/6/2024

**STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES**

STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL
GEORGE S. CARDONA, No. 135439
CHIEF TRIAL COUNSEL
CHRISTOPHER G. JAGARD, No. 191147
DEPUTY CHIEF TRIAL COUNSEL
ANTHONY J. GARCIA, No. 171419
ASSISTANT CHIEF TRIAL COUNSEL
anthony.garcia@calbar.ca.gov
845 South Figueroa Street
Los Angeles, California 90017-2515
Telephone: (213) 765-1000

Public Matter

THE STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of:)	Case No. SBC-24-O-30064
)	
MICHAEL JACOB LIBMAN,)	NOTICE OF DISCIPLINARY CHARGES
State Bar No. 222353,)	
)	
<u>An Attorney of the State Bar.</u>)	(OCTC Case No. 21-O-04307)

NOTICE - FAILURE TO RESPOND!

**IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE
WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT
THE STATE BAR COURT TRIAL:**

- (1) YOUR DEFAULT WILL BE ENTERED;**
- (2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU
WILL NOT BE PERMITTED TO PRACTICE LAW;**
- (3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN
THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION
AND THE DEFAULT IS SET ASIDE, AND;**
- (4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE.
SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE
OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN
ORDER RECOMMENDING YOUR DISBARMENT AND MAY
RECOMMEND THE IMPOSITION OF MONETARY SANCTIONS
WITHOUT FURTHER HEARING OR PROCEEDING. (SEE RULES
PROC. OF STATE BAR, RULES 5.80 ET SEQ. & 5.137.)**

The State Bar of California alleges:

JURISDICTION

1. Michael Jacob Libman ("respondent") was admitted to the practice of law in the State
of California on December 3, 2002. Respondent currently is, and at all times relevant to these

1 charges was, a licensed attorney of the State Bar of California.

2 INTRODUCTORY FACTS

3 2. The City of Los Angeles (City) is a public entity that has multiple divisions, bureaus,
4 and departments. One City department is the Department of Water & Power (DWP), through
5 which the City provides water and electric service to approximately 1.4 million customers
6 (ratepayers) including City residents and businesses operating in the City. DWP policy is
7 established by a 5-member board, the Board of Water and Power Commissioners. Board
8 members are appointed by the City Mayor and confirmed by the City Council.

9 3. At all relevant times, DWP had an annual operating budget on the order of \$5.5
10 billion, the majority of which was funded by charges paid by ratepayers for water and electric
11 service. Ratepayer payments were used primarily to support the provision of water and electric
12 service, but in most years DWP ratepayer charges generated a surplus that resulted in transfers of
13 funds from DWP to the City for uses unrelated to the provision of water and electric service. For
14 example, in 2014, DWP transferred \$253 million to the City.

15 4. In September 2013, the City launched a new customer information system (CIS) to
16 assist it in managing some of its core business operations. As part of the new CIS, the City
17 replaced DWP's 40-year-old system for billing ratepayers for electricity and water usage with a
18 new Customer Care & Billing (CC&B) system that was configured and implemented by
19 Pricewaterhouse Cooper (PwC).

20 5. The launch of the new CC&B system was a disaster. The CC&B system overcharged
21 some ratepayers, failed to bill other ratepayers, sent delayed bills, improperly estimated bills,
22 failed to provide ratepayers with appropriate refunds or credits, and failed to ensure that reported
23 problems were investigated. By the end of 2014, the City and DWP had lost hundreds of millions
24 of dollars in revenue due to problems with the CC&B system and were the subject of relentless
25 attacks in the media about the billing debacle.

26 6. As a result of billing issues resulting from the new CC&B system and the City's
27 failure to resolve ratepayer complaints, four class action lawsuits were filed against the City and
28 DWP in 2014 and 2015. Identified by their lead plaintiff, the class action lawsuits were the

1 Kimhi class action (*Kimhi v. The City of Los Angeles*, Los Angeles County Superior Court
2 (LACSC), case number BC536272), the Bransford class action (*Bransford v. City of Los*
3 *Angeles*, LACSC, case number BC565618), the Morski class action (*Morski v. City of Los*
4 *Angeles*, LASC, case number. BC568722), and the Fontaine class action (*Fontaine v. City of Los*
5 *Angeles*, LACSC, case No. BC571664).

6 7. The Los Angeles City Attorney's Office (CAO) is headed by an elected City
7 Attorney. Among other things, the CAO is responsible for providing legal advice to every
8 officer, department head, board, commission, or other unit of the City and for overseeing all
9 litigation in which the City or any of its units is involved. At all relevant times, several attorney
10 employees of the CAO were assigned to serve as counsel for the City and DWP in connection
11 with the litigation arising from DWP's implementation of the new CC&B system.

12 8. The CAO has the authority to hire outside counsel to assist it in litigation on behalf
13 of the City. In or about December 2014, Thomas Peters, at the time the Chief of the CAO's Civil
14 Litigation Branch, and another senior member of the CAO met with Paul Paradis (Paradis), an
15 attorney licensed in New York, and Paul Kiesel (Kiesel), an attorney licensed in California. At
16 the meeting, Paradis and Kiesel requested the City's help with a potential lawsuit against PWC
17 on behalf of Antwon Jones (Jones), a DWP ratepayer who had retained Paradis in early
18 December 2014. At the meeting, the CAO officials asked Paradis and Kiesel to represent the
19 City in a lawsuit against PWC, and they agreed. The agreement, effective January 1, 2015, was
20 fully executed in or about July 2015.

21 9. Beginning in or about January 2015, the CAO, along with Paradis and Kiesel,
22 pursued a strategy to address the billing issues stemming from the CC&B system by shifting the
23 blame for the billing debacle to PwC. The strategy called for Paradis and Kiesel to sue PwC on
24 behalf of the City and for Paradis to file a class action lawsuit against PwC in which Jones would
25 be the lead plaintiff. The strategy also called for the CAO, along with Paradis and Kiesel, to
26 convince counsel for the plaintiffs in the existing class action billing lawsuits against the City to
27 dismiss their claims and instead join the City and Jones in coordinated litigation against PwC. In
28 accordance with this strategy, in or about January 2015, Paradis drafted a class action complaint

1 against PwC (*Jones v. PwC*) and circulated it among members of the CAO for their review and
2 feedback.

3 10. In or about February 2015, the CAO informed Paradis that it no longer wanted to
4 pursue parallel lawsuits against PwC.

5 11. In or about February 2015, at least one member of the CAO met with Paradis and
6 Kiesel and authorized and directed Paradis and Kiesel to find outside counsel, friendly to the
7 City and its goals, to represent Jones as the lead plaintiff in a class action lawsuit against the City
8 that became *Antwon Jones v. City of Los Angeles*, Los Angeles Superior Court, case number
9 BC577267 (*Jones v. City*). The intent of this new strategy was to use the class action lawsuit by
10 Jones against the City as a vehicle to quickly settle all existing claims against the City relating to
11 the new CC&B system on the City's desired terms.

12 12. Shortly after the February 2015 meeting, Paradis repurposed the *Jones v. PwC*
13 complaint into the *Jones v. City* complaint against the City. Paradis recruited an Ohio attorney,
14 Jack Landskroner (Landskroner), to represent Jones in *Jones v. City*. Paradis advised
15 Landskroner of Paradis's understanding that the City wanted *Jones v. City* settled on the City's
16 desired terms. Paradis told Landskroner that Paradis would do all or most of the work on the case
17 and in exchange Paradis wanted twenty percent of Landskroner's attorneys' fees from the
18 litigation as a kickback. Landskroner agreed.

19 13. Shortly after the February 2015 meeting, Kiesel recruited Michael Libman
20 (respondent), to act as local California counsel to work with Landskroner to represent Jones in
21 *Jones v. City*.

22 14. Following the February 2015 meeting, the City negotiated with class counsel in the
23 Kimhi, Bransford, Morski, and Fontaine class actions to toll the statute of limitations and dismiss
24 their complaints, leaving *Jones v. City* as the sole remaining class action against the City
25 addressing the CC&B system issues.

26 15. On or about March 3, 2015, Kiesel sent an email to respondent that said, "We are
27 preparing the complaint for your review. Can you send me your State Bar number for inclusion
28 in the draft complaint? I am including Paul Paradis, my cocounsel, who is drafting this

1 complaint.” Respondent replied “SBN# 222353.”

2 16. On or about March 6, 2015, the City filed a civil lawsuit against PwC, *City of Los*
3 *Angeles v. PwC*, LASC, Case Number BC574690 (*City v. PwC*). Paradis and Kiesel represented
4 the City in *City v. PwC* for approximately four years before resigning at the City’s request on or
5 about March 6, 2019.

6 17. On or about March 25, 2015, Kiesel sent an email to respondent with a document that
7 Paradis had prepared entitled “Notice of Claim,” which set out an administrative claim against
8 the City on behalf of DWP ratepayers based on the CC&B system issues. Kiesel instructed
9 respondent to put the Notice of Claim on respondent’s letterhead, sign it and return it to Kiesel.
10 On or about March 25, 2015, Kiesel sent an email to respondent reminding him to send “the
11 letter” tonight. Respondent replied in an email to Kiesel, “I will in a bit.”

12 18. On or about March 31, 2015, Paradis and Kiesel delivered the *Jones v. City* complaint
13 that Paradis had drafted to Landskroner, who in turn forwarded the complaint to respondent so
14 that respondent could file and serve the complaint on the City.

15 19. On or about April 1, 2015, respondent filed and served the *Jones v. City* complaint
16 that Paradis had drafted on the City. That day, in an email to Kiesel, respondent confirmed that
17 he filed and served *Jones v. City* on the City and asked Kiesel to reimburse him for the filing fee.

18 20. On or about April 1, 2015, Paradis delivered a confidential settlement proposal
19 relating to *Jones v. City* to Landskroner, who put it on Landskroner’s law firm letterhead, signed
20 it, and, on or about April 2, 2015, delivered it to the City. Later, Paradis drafted a settlement
21 agreement and various amended settlement agreements and delivered them to Landskroner and
22 respondent for Landskroner and respondent to sign and deliver to the City. Landskroner
23 delivered the executed settlement agreement and amended settlement agreements to the City.

24 21. On or about August 17, 2015, at Paradis’s direction, Landskroner filed an amended
25 complaint in *Jones v. City* that included additional factual allegations intended to aid the City’s
26 case against PwC. These amendments also had the impact of increasing the settlement amount,
27 and the corresponding plaintiffs’ attorneys’ fees, in *Jones v. City*.

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22. On or about August 17, 2015, with Paradis's knowledge and support, Landskroner moved for preliminary approval of the settlement terms to which he and the City had agreed. The settlement terms included approximately \$13,000,000 in plaintiffs' attorneys' fees.

23. On or about May 5, 2017, with Paradis's knowledge and support, Landskroner requested additional plaintiffs' attorneys' fees, filing a declaration containing a demand for approximately \$19,000,000 in plaintiffs' attorneys' fees that contained materially false statements.

24. On or about May 4, 2017, to justify his share of the plaintiffs’ attorneys’ fees that would result from the settlement, respondent signed a declaration entitled “Declaration of Michael J. Libman in support of Law Offices of Michael J. Libman’s Application for an Award of Attorneys’ Fees, Costs and Service Awards” (Declaration) that contained materially false and misleading statements, as described in detail in paragraphs 37 and 41 below.

25. On or about July 20, 2017, the Los Angeles Superior Court issued final approval of a settlement agreement calling for payment of \$67,000,000 to settle *Jones v. City*. The approved settlement agreement provided for approximately \$19,000,000 in plaintiffs' attorneys' fees. Respondent received \$1.65 million as his share of the plaintiffs' attorney's fees provided as part of the settlement.

COUNT ONE

Case No. 21-O-04307
Business and Professions Code, section 6106
[Moral Turpitude – Deceit and Collusion]

26. Paragraphs 1 through 25 above are incorporated by reference.

27. Between in or about March 2015 and in or about July 2017, while presenting himself as local counsel and attorney of record for Jones in *Jones v. City*, respondent colluded with Paradis and Kiesel, attorneys who respondent knew represented the City and DWP, to structure, position, and settle *Jones v. City* in a way that would serve the interests of the City and DWP, while failing to disclose and concealing this collusion from Jones, the court overseeing and approving the settlement in *Jones v. City*, and others. Respondent performed the following acts

1 in furtherance of this undisclosed and concealed collusion:

- 2 a. On or about March 25, 2015, respondent followed Kiesel's emailed instructions to
3 place the Notice of Claim, that Paradis had prepared, on respondent's office
4 letterhead, sign it, and return it to Kiesel, in preparation of the anticipated delivery of
5 the Notice of Claim to the City;
- 6 b. On or about April 1, 2015, respondent filed the complaint in *Jones v. City* that Paradis
7 prepared, served that complaint on the City, and sought reimbursement for the filing
8 fee from Kiesel;
- 9 c. Between in or about April 2015 and in or about May 2017, respondent participated in
10 the litigation in *Jones v. City* while knowing that he had delivered, filed, and served
11 on the City, on behalf of Jones, the complaint that had been prepared by counsel that
12 worked for the City, and that the settlement agreements that Landskroner delivered to
13 the City had also been prepared by counsel that worked for the City, thereby creating
14 the false appearance that Jones was represented in the litigation by independent
15 counsel and that the settlement agreements had been negotiated and agreed to by
16 independent counsel for Jones; and
- 17 d. Shortly after the July 2017 court approval of the settlement in *Jones v. City*,
18 respondent collected attorney fees for work he claimed to have performed in *Jones v.*
19 *City*, based on false and misleading statements (described in detail in paragraphs 37
20 and 41 below) that respondent made in a Declaration executed under penalty of
21 perjury that was provided to the court.

22 28. By performing the acts described in paragraph 27 above, respondent intentionally
23 engaged in an act or acts involving moral turpitude, dishonesty, and corruption in willful
24 violation of Business and Professions Code, section 6106.

25 29. A violation of section 6106 may result from intentional conduct or grossly negligent
26 conduct. Respondent is charged with intentionally committing acts of moral turpitude,
27 dishonesty, and corruption. However, should the evidence at trial demonstrate that respondent
28 committed acts of moral turpitude, dishonesty, and corruption as a result of gross negligence,

1 respondent must still be found culpable of violating section 6106 because committing acts of
2 moral turpitude, dishonesty, and corruption through gross negligence is a lesser included offense
3 of intentionally committing acts of moral turpitude, dishonesty, and corruption.

4 COUNT TWO

5 Case No. 21-O-04307
6 Former Rules of Professional Conduct, Rule 3-310(B)(1)
[Conflict of Interest]

7 30. Paragraphs 1 through 25 and 27 above are incorporated by reference.

8 31. Between in or about March 2015 and in or about December 2017, while presenting
9 himself as local counsel and attorney of record for Jones in *Jones v. City*, respondent maintained
10 a legal, business, professional, and financial relationship with the City, in that, as respondent
11 knew, he was conducting the litigation in *Jones v. City* at the direction of Paradis and Kiesel,
12 attorneys who he knew represented the City in *City v. PwC* and were acting under directions
13 from the City to direct respondent to resolve *Jones v. City* on terms advantageous to the City.

14 32. Between in or about March 2015 and in or about December 2017, respondent failed
15 to notify Jones, in writing, that he had a legal, business, professional, and financial relationship
16 with the City, in willful violation of former Rules of Professional Conduct, rule 3-310(B)(1).

17 COUNT THREE

18 Case No. 21-O-04307
19 Former Rules of Professional Conduct, Rule 3-310(B)(3)
[Conflict of Interest]

20 33. Paragraphs 1 through 25, 27, and 31 above are incorporated by reference.

21 34. Between in or about March 2015 and in or about December 2017, while presenting
22 himself as local counsel and attorney of record for Jones in *Jones v. City*, respondent maintained
23 a legal, business, professional, and financial relationship with Kiesel, who, as respondent knew
24 represented the City in *Jones v. PwC*, in that in or about July 2015, respondent associated Kiesel
25 into a personal injury matter that was set for trial, *Gastello v. Costco*, case number BC505544,
26 Los Angeles Superior Court (*Gastello v. Costco*), and in or about August 2015, respondent and
27 Kiesel tried *Gastello v Costco* together and obtained a \$2.5 million net verdict.

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1 35. Respondent failed to notify Jones, in writing, that he had a legal, business, and
2 professional relationship with Kiesel that he knew or reasonably should have known would be
3 affected substantially by the resolution of *Jones v. City* in willful violation of former Rules of
4 Professional Conduct, rule 3-310(B)(3).

5 COUNT FOUR

6 Case No. 21-O-04307
7 Business and Professions Code, section 6106
[Moral Turpitude - Misrepresentation]

8 36. Paragraphs 1 through 25, 27, 31, and 34 above are incorporated by reference.

9 37. On or about May 4, 2017, respondent signed a declaration under penalty of perjury
10 entitled "Declaration of Michael J. Libman in support of Law Offices of Michael J. Libman's
11 Application for an Award of Attorneys' Fees, Costs and Service Awards" (Declaration) and
12 caused and allowed the Declaration to be filed in *Jones v. City*. In the Declaration, respondent
13 made the following materially false and misleading statements under penalty of perjury:

- 14 a. That the Libman firm had successfully "co-counseled and co-ventured" with the
15 Kingsley & Kingsley firm in wage-and-hour class actions and labor-related matters,
16 when in fact, as respondent knew, the Libman firm had not co-counseled or co-
17 ventured with the Kingsley & Kingsley firm in wage-and-hour class actions and
18 labor-related matters;
- 19 b. That the Libman firm had "successfully collaborated and co-counsel" (sic) with the
20 Kingsley & Kingsley firm in the following cases when, in fact, as respondent knew,
21 the Libman firm had not collaborated and co-counseled with the Kingsley & Kingsley
22 firm in these cases:

- 23 1) Blue Cross, \$4,700,000 for denial of requested back surgeries regarding
24 the Pro Disc L device;
25 2) National Video Store Chain, \$5,500,000.00 settlement for employees
26 denied state mandated meal and rest breaks;
27 3) Longs Drug Store, \$11,000,000.00 settlement for misclassified managers
28 and assistant managers;
4) National Italian Restaurant Chain, \$4,000,000.00 settlement for servers
denied state mandated meal and rest breaks;
5) National Restaurant Chain, \$4,000,000.00 settlement for servers denied
state mandated meal and rest breaks;

- 6) National Restaurant Chain, \$1,300,000.00 settlement for employees denied state mandated meal and rest breaks;
- 7) National Seafood Restaurant Chain, \$1,200,000.00 settlement for employees denied state mandated meal and rest breaks;
- 8) European Investment Bank, \$44,000,000.00 settlement for misclassified stockbrokers;
- 9) National Cable /Satellite Installation Company, \$7,200,000.00 settlement for cable installers who were not reimbursed for expenses and denied state mandated meal breaks and rest breaks;
- 10) National Motel Chain, \$4,250,000.00 settlement for employees denied state mandated meal and rest breaks and required to paycheck-cashing fees;
- 11) National Retailer, \$3,500,000.00 settlement for employees denied state mandated meal and rest breaks;
- 12) National Italian Restaurant Chain, \$2,750,000.00 settlement for servers denied state mandated meal and rest breaks;
- 13) National Restaurant/Bar Chain, \$1,000,000.00 settlement for employees denied state mandated meal and rest breaks and forced to unlawfully pool their tips;
- 14) National Steak House Chain, \$1,625,000.00 settlement for servers denied meal and rest breaks;
- 15) Large National Bank, \$8,500,000.00 settlement for employees denied overtime pay;
- 16) National Retail Chain, \$6,500,000.00 settlement for employees denied their state mandated meal and rest breaks and unpaid wages;
- 17) National Delivery Driver Company, \$4,500,000.00 settlement for delivery drivers denied overtime pay;
- 18) National Software Company. \$4,000,000.00 settlement for misclassified designers and producers of a gaming company;
- 19) National Shoe Store Chain, \$3,500,000.00 settlement for employees denied state mandated meal and rest breaks;
- 20) National Steak House Chain, \$2,000,000.00 settlement for employees denied state mandated meal and rest breaks;
- 21) National Chain Restaurant, \$3,500,000.00 settlement for employees denied state mandated meal and rest breaks;
- 22) National Pharmaceutical Company, \$1,700,000.00 settlement for misclassified drug representatives;
- 23) National Restaurant Chain, \$1,700,000.00 settlement for employees misclassified as managers or assistant managers;
- 24) National Home Builder, \$1,500,000.00 settlement for misclassified model home sellers;
- 25) International Supplier of Food for Stadiums, Arenas, Campuses, and Schools, \$1,500,000.00 settlement for employees denied state mandated meal and rest breaks;
- 26) National Cell Phone Provider, \$2,800,000.00 settlement for employees denied meal and rest breaks and forced to paycheck cashing fees;
- 27) National Inventory, Merchandising, and Staffing Company, \$2,050,000.00 settlement for employees forced to pay checking cashing fees;

- 1 28) National Chicken Fast Food Chain, \$2,500,000.00 settlement for
2 employees denied state mandated meal and rest breaks;
3 29) National Auto Parts Dealer, \$2,600,000.00 settlement for employees
4 denied state mandated meal and rest breaks and overtime pay;
5 30) International Furniture Retailer, \$3,750,000.00 settlement for employees
6 denied state mandated meal and rest breaks;
7 31) National Home Builder, \$1,300,000.00 settlement for misclassified model
8 home sellers;
9 32) National Media Researcher, \$1,800,000.00 settlement for employees
10 forced to [pay] paycheck cashing fees, denied overtime, and denied
11 minimum wage;

12 38. By intentionally making false and misleading statements under penalty of perjury in
13 the Declaration, Respondent committed an act or acts involving moral turpitude, dishonesty, and
14 corruption in willful violation of Business and Professions Code, section 6106.

15 39. A violation of section 6106 may result from intentional conduct or grossly negligent
16 conduct. Respondent is charged with intentionally making false and misleading statements.
17 However, should the evidence at trial demonstrate that respondent made false and misleading
18 statements as a result of gross negligence, respondent must still be found culpable of violating
19 section 6106 because misrepresentation through gross negligence is a lesser included offense of
20 intentional misrepresentation.

21 COUNT FIVE

22 Case No. 21-O-04307
23 Business and Professions Code, section 6106
24 [Moral Turpitude - Misrepresentation]

25 40. Paragraphs 1 through 25, 27, 31, 34, and 37 above are incorporated by reference.

26 41. On or about May 4, 2017, respondent signed a declaration under penalty of perjury
27 entitled "Declaration of Michael J. Libman in support of Law Offices of Michael J. Libman's
28 Application for an Award of Attorneys' Fees, Costs and Service Awards" (Declaration) and
caused and allowed the Declaration to be filed in *Jones v. City*. In the Declaration, respondent
stated under penalty of perjury that he spent 5.5 hours in 2014, 23 hours in 2015, and 39.75 hours
in 2016 drafting the initial and amended complaints in *Jones v. City* when, as respondent knew,
this statement was false and misleading in that respondent did not draft either the initial or
amended complaint.

1 42. By intentionally making false and misleading statements under penalty of perjury in
2 the Declaration, Respondent committed an act or acts involving moral turpitude, dishonesty, and
3 corruption in willful violation of Business and Professions Code, section 6106.

4 43. A violation of section 6106 may result from intentional conduct or grossly negligent
5 conduct. Respondent is charged with intentionally making false and misleading statements.
6 However, should the evidence at trial demonstrate that respondent made false and misleading
7 statements as a result of gross negligence, respondent must still be found culpable of violating
8 section 6106 because misrepresentation through gross negligence is a lesser included offense of
9 intentional misrepresentation.

10 COUNT SIX

11 Case No. 21-O-04307
12 Business and Professions Code, section 6103
[Failure to Obey Court Orders]

13 44. Paragraphs 1 through 25, 27, 31, 34, 37, and 41 above are incorporated by reference.

14 45. During discovery in *City v. PwC*, Paradis's simultaneous representation of Jones and
15 the City was revealed. Thereafter, in or about March 2019, Landskroner sought to be relieved as
16 class counsel in *Jones v. City*. In or about April 2019, the court appointed Brian S. Kabateck
17 (Kabateck) as new class counsel in *Jones v. City*. The order appointing Kabateck directed him,
18 among other things, to evaluate whether the settlement previously approved by the court was
19 fair, reasonable, and adequate, and, if necessary, seek appropriate relief to protect the class's
20 interests.

21 46. On or about July 3, 2019, in *Jones v. City*, the court ordered respondent to produce to
22 the trial court by July 12, 2019, among other things: (a) an accounting with a full recitation of
23 cash receipts and cash disbursements, all debits and credits, and full dates and recipients of all
24 funds that respondent received and disbursed in connection with his representation of Jones in
25 *Jones v. City*; (b) detailed time records for the work respondent claimed to have performed in
26 *Jones v. City*, (c) all original documents reflecting respondent's work product in *Jones v. City*
27 and (d) all original documents reflecting respondent's opinions, research, and theories related to
28

1 *Jones v. City*. The July 3, 2019, court order is final. Respondent failed to obey the July 3, 2019,
2 court order.

3 47. In depositions of respondent, conducted by Kabateck, that took place on or about
4 October 23, 2020, and November 13, 2020, respondent objected to and refused to answer
5 deposition questions about his bank, the identity of his accountant, the class actions he claimed
6 to have collaborated on with the Kingsley & Kingsley firm prior to *Jones v. City*, the names of
7 the class representatives he claimed to have spoken to prior to 2015, and the last time he spoke
8 with Paradis. In each of the depositions, at Kabateck's request, the court heard respondent's
9 objections to the deposition questions, overruled respondent's objections, and ordered respondent
10 to answer the deposition questions about his bank, the identity of his accountant, class actions he
11 claimed to have collaborated on with the Kingsley & Kingsley firm prior to *Jones v. City*, the
12 names of the class representatives he claimed to have spoken to prior to 2015, and the last time
13 he spoke with Paradis. Respondent continued to refuse to answer, and never did answer, these
14 deposition questions. In doing so, respondent failed to obey court orders issued during his
15 depositions on October 23, 2020, and November 13, 2020.

16 48. On or about March 4, 2021, the court in *Jones v. City* held respondent in contempt of
17 court on finding that respondent had actual knowledge of the court orders of July 3, 2019,
18 October 23, 2020, and November 13, 2020, that respondent had the ability to comply with the
19 court orders, and that respondent willfully disobeyed its orders. In addition, in its March 4, 2021,
20 order, the court ordered respondent to pay attorney fees of \$44,012.50 to opposing counsel.

21 49. Respondent did not challenge the March 4, 2021, contempt order and never complied
22 with the underlying orders.

23 50. By failing to obey the court orders of July 3, 2019, October 23, 2020, and November
24 13, 2020, respondent disobeyed or violated orders of the court requiring respondent to do or
25 forbear an act connected with, or performed in the course of, respondent's profession that
26 respondent knew were final and binding and that respondent ought in good faith do or forbear, in
27 willful violation of Business and Professions Code, section 6103.

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51. Paragraphs 1 through 25, 27, 31, 34, 37, 41, and 45 through 49 above are incorporated by reference.

53. On or about August 11, 2022, the court assigned to the *Jones* class all rights to payments that respondent was entitled to because of his legal work. To enforce the assignment order, the court ordered respondent to identify all pending and recently settled cases in which he was counsel of record and file an updated list of those cases every 60 days until the judgement is satisfied. Respondent did not obey the August 11, 2022, order.

55. Kabateck scheduled respondent's judgment debtor examination (examination) for November 28, 2022. The examination was continued until January 11, 2023.

-14-

1 about January 17, 2023, to answer the questions asked at the January 11, 2023, examination is
2 final. Respondent never answered the questions asked at that January 11, 2023, examination.

3 57. On or about March 22, 2023, the court set another examination to take place on
4 March 29, 2023.

5 58. On or about March 29, 2023, Kabateck conducted another examination of respondent.
6 On or about March 29, 2023, respondent refused to answer all examination questions except for
7 his name, address, and office address.

8 59. On or about August 1, 2023, the court issued a tentative contempt order in *Jones v.*
9 *City*, but gave respondent an opportunity to avoid a contempt citation by producing a list of cases
10 on which he was designated as attorney of record or co-counsel, produce certain subpoenaed
11 documents including, but not limited to, payroll records from respondent's law firm, insurance
12 policies, cancelled checks, financial statements, and promissory notes, answering questions
13 asked at the examinations, and complying with an assignment order that required respondent to
14 disgorge fees that respondent received from two specific cases identified by the court.

15 60. On or about August 21, 2023, the court found respondent in contempt of court
16 because respondent willfully violated court orders to:

- 17 a. Produce a list of cases on which he was designated as attorney of record or co-
18 counsel;
- 19 b. Produce documents responsive to a subpoena that he was ordered to produce; and
- 20 c. Answer questions regarding his assets that were posed at examinations; and
- 21 d. Turn over fees that respondent received from two cases identified by the court.

22 61. On or about August 21, 2023, the court found respondent in contempt of court, fined
23 him \$1,000 for each act of contempt and imposed a per diem fine of \$700 per day until
24 respondent complies with its orders. To date, respondent has not complied with the court orders
25 that formed the basis for the contempt order issued on August 21, 2023.

26 62. By failing to comply with the court orders issued on or about August 11, 2022, and on
27 or about January 17, 2023, that formed the basis for the contempt order issued on August 21,
28 2023, respondent disobeyed or violated an order of the court requiring respondent to do or

1 forbear an act connected with, or performed in the course of, respondent's profession, which
2 respondent knew was final and binding and which respondent ought in good faith do or forbear,
3 in willful violation of Business and Professions Code, section 6103.

4
5 **NOTICE - INACTIVE ENROLLMENT!**

6 **YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR**
7 **COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE**
8 **SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL**
9 **THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO**
10 **THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN**
11 **INACTIVE ATTORNEY OF THE STATE BAR. YOUR INACTIVE**
12 **ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE**
13 **RECOMMENDED BY THE COURT.**

14
15 **NOTICE - COST ASSESSMENT!**

16 **IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC**
17 **DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS**
18 **INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING**
19 **AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND**
20 **PROFESSIONS CODE SECTION 6086.10.**

21
22 **NOTICE – MONETARY SANCTION!**

23 **IN THE EVENT THIS MATTER RESULTS IN ACTUAL SUSPENSION,**
24 **DISBARMENT, OR RESIGNATION WITH CHARGES PENDING, YOU**
25 **MAY BE SUBJECT TO THE PAYMENT OF A MONETARY SANCTION**
26 **NOT TO EXCEED \$5,000 FOR EACH VIOLATION, TO A MAXIMUM OF**
27 **\$50,000 PER DISCIPLINARY ORDER, PURSUANT TO BUSINESS AND**
28 **PROFESSIONS CODE SECTION 6086.13. SEE RULE 5.137, RULES OF**
PROCEDURE OF THE STATE BAR OF CALIFORNIA.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: March 6, 2024

By: 
Anthony Garcia
Assistant Chief Trial Counsel

DECLARATION OF SERVICE

CASE NUMBER(s): 21-O-04307

I, the undersigned, am over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, California 90017, Alicia.Bubion@calbar.ca.gov, declare that:

- on the date shown below, I caused to be served a true copy of the within document described as follows:

NOTICE OF DISCIPLINARY CHARGES

☒ **By U.S. First-Class Mail: (CCP §§ 1013 and 1013(a))** ☒ **By U.S. Certified Mail: (CCP §§ 1013 and 1013(a))**
- in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles.

☐ **By Overnight Delivery: (CCP §§ 1013(c) and 1013(d))**
- I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for overnight delivery by the United Parcel Service ('UPS').

☐ **By Fax Transmission: (CCP §§ 1013(e) and 1013(f))**
Based on agreement of the parties to accept service by fax transmission, I faxed the documents to the persons at the fax numbers listed herein below. No error was reported by the fax machine that I used. The original record of the fax transmission is retained on file and available upon request.

☐ **By Electronic Service: (CCP § 1010.6 and Rules of Proc. of State Bar, rule 5.26.2)**
Based on rule 5.26.2, a court order, or an agreement of the parties to accept service by electronic transmission, I caused the above-named document(s) to be transmitted by electronic means to the person(s) at the electronic address(es) listed below. If there is a signature on the document(s), I am the signer of the document(s), I am the agent of, or I am serving the document(s) at the direction of, the signer of the document(s). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ (for U.S. First-Class Mail) in a sealed envelope placed for collection and mailing at Los Angeles, addressed to: (see below)

☒ (for Certified Mail) in a sealed envelope placed for collection and mailing as certified mail, return receipt requested,
Article **9414 7266 9904 2216 5611 10** at Los Angeles, addressed to: (see below)
No.:

☐ (for Overnight Delivery) together with a copy of this declaration, in an envelope, or package designated by UPS,
Tracking addressed to: (see below)
No.:

Person Served	Business Address	Fax Number	Courtesy Copy to:
Michael Jacob Libman (via USPS Certified Mail, and First Class Mail)	Law Ofc Michael J. Libman, APC 18321 Ventura Blvd Ste 700 Tarzana, CA 91356-6440		Law Ofc Michael J. Libman, APC 18321 Ventura Blvd Ste 700 Tarzana, CA 91356-6440
		Electronic Address	
Megan E. Zavieh (courtesy copy via USPS First Class Mail and email)	18321 Ventura Blvd Ste 700, Tarzana, CA 91356-6440		megan@zaviehlaw.com

☐ via inter-office mail regularly processed and maintained by the State Bar of California addressed to:

N/A

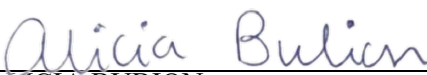
I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service, and overnight delivery by the United Parcel Service ('UPS'). In the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day, and for overnight delivery, deposited with delivery fees paid or provided for, with UPS that same day.

I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit.

I declare under penalty of perjury, under the laws of the State of California, that the foregoing is true and correct.

DATED: March 6, 2024

SIGNED: _____


ALICIA BUBION
Declarant