

ATTORNEY MISCONDUCT COMPLAINT

To: Office of Chief Trial Counsel
State Bar of California

Complainant: Paul O. Paradis

Date: January 5, 2024

Case Number: 22-O-14850

Re: Supplemental Attorney Misconduct Complaint
Alleging Violations of California Business and
Professions Code Section 6000 *et seq.* and the
California Rules of Professional Conduct By
Los Angeles Chief Deputy City Attorney Kathleen A. Kenealy

1 **INTRODUCTION**

2 1. On October 26, 2022, Paul O. Paradis (“Paradis” or “Complainant”) filed an
3 Attorney Misconduct Complaint with the Office of Chief Trial Counsel of the State Bar of
4 California (“State Bar”) to respectfully request that the State Bar conduct an investigation of the
5 misconduct engaged in by Los Angeles Chief Deputy City Attorney Kathleen Alice Kenealy
6 (“Kenealy” and the “Initial Kenealy Attorney Misconduct Complaint”).

7 2. The Initial Kenealy Attorney Misconduct Complaint states numerous facts
8 demonstrating that Kenealy and other attorneys violated the California State Bar Act and
9 California Rules of Professional Conduct by authorizing and directing the filing of a materially
10 false and misleading Amended Adversary Complaint in the United States Bankruptcy Court
11 naming Paradis as a Defendant despite Kenealy having actual knowledge that the Amended
12 Adversary Complaint was materially false and misleading. *See* Exhibit 1.

13 3. This Supplemental Attorney Misconduct Complaint is now being filed to provide
14 the OCTC and numerous other Los Angeles City officials with new, recently obtained evidence
15 that demonstrates Kenealy, attorney Guy Nicholson of the former Browne George Ross O’ Brien
16 Annaguey & Ellis LLP law firm (“Nicholson”), and numerous other attorneys, continue to
17 perpetrate a fraud on the United States Bankruptcy Court, the ratepayers of the LADWP and the
18 State Bar of California and OCTC officials.

19 4. The highly explosive new evidence that is the subject of this Supplemental
20 Complaint exists in the form of lengthy 90+ page report that is titled, “***LADWP Investigation***
21 ***2023.***” Based on invoices that Complainant has reviewed, this Report has cost LADWP
22 ratepayers more than \$3 million (the “***LADWP Investigation Report***”).

23 5. The ***LADWP Investigation Report*** is, quite literally, a highly incendiary report in
24 which the City admits numerous damning facts concerning the roles that members of the Los
25 Angeles City Attorney’s Office, LADWP Board of Commissioners, and outside defense counsel
26 hired to represent the City in the *Jones v. City* Action (the “*Jones* Action”) each played in
27 effectuating the collusive litigation strategy used to achieve the corrupt settlement in the *Jones*
28 Action, as well as other misconduct these individuals engaged in.

1 6. Notably, the *LADWP Investigation Report* provides a scathing rebuke of the
2 City Attorney’s Office and the actions taken – and not taken – by City Attorney personnel and
3 the City’s outside defense counsel in connection with the *Jones* Action and other related matters.

4 7. Under the heading “*Summary of Systemic Failures and Gaps*,” the report’s
5 authors excoriate the City Attorneys’ Office and state in relevant part:

6 **Abysmal Failure of the City Attorneys’ Office**

7 *The most striking failure here is that of the lawyers in the City Attorney’s*
8 *Office (“CAO”) charged with protecting the interests of LADWP . . . The*
9 *failings of the CAO are significant*

10 See Exhibit 2 at p. 9. (Emphasis added).

11 8. The Report then makes a number of admissions that demonstrate that the City
12 Attorney’s Office and its outside defense counsel have – and continue to – perpetuate a
13 fraudulent cover-up concerning the role that the City Attorney’s Office and outside defense
14 counsel played in perpetrating the collusive litigation strategy in the *Jones* Action. These
15 admissions include, but are not limited to, the following:

- 16 • *“The City Attorneys failed to recognize inappropriate conduct or turned a blind-*
17 *eye . . . and they abdicated their duty to protect the organization* by asking the
18 hard questions and enforcing ethical rules when others are unable to do so.” *Id.* at
19 p. 79;
- 20 • *“the facts on the Billing Class Actions are much worse and have been*
21 *extensively discussed. No attorney should have approved the patently unethical*
22 *“white knight” proposal.”* *Id.* at p. 80;
- 23 • *“the City had hired outside counsel, the Liner firm, to run the Billing Class*
24 *Actions. The CAO [City Attorney’ Office] should have made sure the Liner*
25 *firm handled this work without interference or involvement The Liner*
26 *firm . . . should have negotiated a settlement with all the plaintiffs’ counsel*
27 *protecting LADWP’s interests.* The Liner firm should have overseen the
28 Department’s settlement remediation efforts with oversight by the CAO [City
Attorney’s Office]. . . .” *Id.* at p. 80;

(Emphasis added).

1 **SUBSTANTIVE ALLEGATIONS**

2 9. The *LADWP Investigation Report* is remarkable because it contains numerous
3 highly damaging admissions made by one Department of the City (the LADWP) against another
4 Department of the City, namely the City Attorney’s Office – as well as the City’s outside defense
5 counsel.

6 10. Particularly noteworthy for purposes of this Supplemental Complaint are the
7 following admissions that lay bare the City’s ongoing fraud and misconduct that attorney
8 Kenealy (and others) continue to perpetrate on the United States Bankruptcy Court.

9
10 ***The LADWP Investigation Report Admits***
11 ***That The City Always Had Knowledge That***
12 ***Paradis Wrote Bender’s Monitoring Reports To The Court***

13 11. The City’s Adversary Complaint alleges “Unbeknownst to the Board, Paradis
14 drafted nearly all of the Independent Monitor’s reports to the Court.” *See* Exhibit 3 hereto at ¶
15 25.

16 12. The allegation contained in paragraph 25 of the City’s Amended Adversary
17 Complaint was very artfully drafted to avoid the fact that it is the City of Los Angeles itself –
18 and not the LADWP Board of Commissioners – that is the Plaintiff in the Adversary Action.

19 13. The allegation was misleadingly drafted and approved for filing by Kenealy in
20 this manner to create the materially false impression for the United States Bankruptcy Court that
21 the City was unaware of the fact that Paradis regularly drafted virtually all of Bender’s written
22 materials.

23 14. The truth, however, is that, at all times relevant hereto, the City, acting by and
24 through the Los Angeles City Attorney’s Office, did have *actual knowledge* that Paradis wrote
25 virtually all of Bender’s written materials, including Independent Monitoring Reports, that
26 Bender, in turn, presented to others, including Judge Berle, under the guise that Bender had
27 written these documents himself.
28

1 15. The fact that the City, acting by and through the City Attorney’s Office, had such
2 knowledge is plainly admitted on page 80 of the *LADWP Investigation Report*, which states in
3 relevant part:

4 ***Bender. The CAO [City Attorney’s Office] also knew that Bender was not an***
5 ***“independent” court monitor. Months before he was approved by the court,***
6 ***Bender had been meeting with LADWP personnel and Paradis.*** The CAO [City
7 Attorney’s Office] should have required this disclosure. Likewise, Bender
8 regularly (and Landskroner sometimes) met with LADWP personnel without
9 counsel present.¹ ***Indeed, Bender set up shop at LADWP. Similarly, the CAO***
10 ***[City Attorney’s Office] was aware that Paradis prepared materials for Bender***
11 ***to present to other class counsel under the guise Bender created them himself.***
12 ***This should never have been tolerated.***

13 *Id.* at 81. (Emphasis added).

14 16. The *LADWP Investigation Report* then goes on to further admit,

15 ***Non-Independent Court Monitor. CAO [City Attorney’s Office] lawyers knew***
16 ***that Bender had been meeting with LADWP for months and they had***
17 ***considered hiring him as a consultant for the billing remediation at Paradis’***
18 ***recommendation. They should not have let anyone represent to the court that***
19 ***Bender was an “independent monitor.”***

20 *Id.* at 10. (Emphasis added).

21 17. The foregoing admissions demonstrate the brazen falsity of the City’s often-
22 repeated claim that the City lacked knowledge that Paradis regularly wrote Bender’s Independent
23 Monitor Reports that were filed with Judge Berle in the *Jones* Action. These admissions also
24 demonstrate that Kenealy and her colleagues in the City Attorney’s Office are currently
25 knowingly perpetrating a fraud on the United States Bankruptcy Court and the OCTC by
26 continuing to make this false claim on the City’s behalf. *See* Exhibit 3 hereto at ¶¶ 25, 30, 32-
27 33.

28 ¹ In a November 2017 email, Annaguey and Dorny raised concerns that “meetings
are occurring directly with LADWP personnel without counsel present and that documents are
being generated and potentially exchanged/shared with the Monitor (and indirectly Plaintiffs’
counsel) that we have not seen or advised on. We are also concerned that Plaintiffs’ counsel is
participating in the meetings (either directly or indirectly) and receiving the
documents/information without our knowledge or involvement.”

1 **The *LADWP Investigation Report* Demonstrates**
2 **The Falsity Of the City’s Claim That Paradis Created**
3 **A False Sense of “Urgency” Concerning the City’s**
4 **Ability To Comply With The Terms of the *Jones Settlement***

5 18. The *LADWP Investigation Report* also lays bare the blatant falsity of the claims
6 asserted by Kenealy on behalf of the City in the Amended Adversary Complaint that Paradis
7 created a false sense of “urgency” considering the City’s ability to met its obligations under the
8 Jones v. City settlement. See Exhibit 3 at ¶ 30.

9 19. Once again, the falsity of the City’s allegation at ¶ 30 of the Amended Adversary
10 Complaint is plainly admitted on page 82 of the *LADWP Investigation Report* where the City
11 admits, “[T]he CAO [City Attorney’s Office] knew that there was no urgency in the settlement
12 work that needed to be completed in June 2017.” See Exhibit 2 at p. 82. (Emphasis added).

13 20. The foregoing demonstrates the fact that Kenealy has knowingly caused the
14 materially false Amended Adversary Complaint to be filed in the Bankruptcy Court and
15 repeatedly knowingly advanced false arguments in the City’s filings concerning the City’s
16 Motion for Partial Summary Judgment.

17 **The *LADWP Investigation Report* Demonstrates**
18 **The Falsity of the City’s Claim That Paradis**
19 **Defrauded The LADWP Board of Commissioners**
20 **Concerning The True Purpose of the *Aventador Contract***

21 21. The Amended Adversary Complaint also alleges that Paradis defrauded the City
22 concerning the true purpose of the *Aventador Contract* and, at paragraphs 30, 32-33, states in
23 relevant part:

24 31. On June 6, 2017, the LADWP Board met to consider the
25 *Aventador contract*. During his presentation to the LADWP Board immediately
26 before the vote, Wright cited the Independent Monitor’s report drafted by Paradis,
27 told the LADWP Board that LADWP could not meet its obligations under the
28 Jones v. City settlement agreement unless it contracted with *Aventador*, and
conveyed a sense of urgency to approve the *Aventador contract*. . . .

* * *

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

32. Relying on the Independent Monitor’s report that Paradis prepared, the written materials that Wright and Paradis prepared, and Wright’s presentation that Paradis prepared with Wright in or about June 2017, the Board approved entering into the aforementioned sole-source agreement with Aventador awarding it a three-year \$30 million contract.

33. The June 2017 Board materials related to awarding Aventador the contract stated, among other things, that:

Significantly, the Monitor informed the Court of the Monitor’s belief that “LADWP lacks well-qualified IT project management personnel and the Department therefore lacks the capability required to successfully manage very large scale IT implementation projects.” The Monitor further informed the Court that, “because the Department lacks these internal resources, it must procure such services on a contracted basis and, in the past, has often failed to do so.”

... This proposed contract is also intended to ameliorate any concerns the Monitor may have concerning “LADWP’s (i) lack of well-qualified IT project management personnel and (ii) prior failures to procure such services on a contract basis.

See Exhibit 3 at ¶¶ 30, 32-33. (Emphasis added).

22. The *LADWP Investigation Report* makes clear that, prior to voting to approve the Aventador Contract, the LADWP Board of Commissioners had actual knowledge that the true – but publicly undisclosed purpose – of the Aventador Contract was to provide cyber security remediation services to the LADWP in a manner that would allow the LADWP to avoid publicly disclosing the LADWP’s dire cyber security situation.

1 23. The *LADWP Investigation Report* clearly admits this fact and states in relevant
2 part:

3 Wright presented the Aventador Contract to the Board on June 6, 2017 as a
4 consulting contract for services associated with the remediation of the CC&B
5 system in accordance with the terms of the Settlement Agreement “(Settlement
6 Agreement” or “Agreement”). *The Board approved the no-bid sole-source
7 Aventador Contract for \$30 million. Commissioners asked few questions prior
8 to approving the contract. Some employees and Commissioners that we
9 interviewed thought it was a CC&B contract that morphed into a cybersecurity
10 contract while others maintained that it was always intended to be primarily
11 focused on cybersecurity. One Commissioner said that it appeared to be a
12 billing system remediation contract by design so that the Department’s
13 cybersecurity needs would not be publicly disclosed. This itself should have
14 raised serious red flags—contracts need to fairly represent the anticipated work
15 regardless of the subject matter*

12 See Exhibit 2 at p. 6. (Emphasis added).

13 24. The breath-taking admission made by one of the five LADWP Commissioners
14 who voted to approve the Aventador Contract that the Aventador Contract “*appeared to be a
15 billing system remediation contract by design so that the Department’s cybersecurity needs
16 would not be publicly disclosed*” should be the death-knell to the City’s fraudulent Adversary
17 Action in which the City has repeatedly falsely alleged that it was defrauded by Paradis into
18 awarding the Aventador Contract. *Id.* (Emphasis added).

19 25. This Commissioner’s admission is highly revealing because it admits the truth of
20 what occurred. The Aventador Contract was the brain-child of Commissioner Mel Levine and
21 General Manager David Wright – both of whom worked closely together behind the scenes to
22 secretly engineer a pre-agreed vote in favor of approving the Aventador Contract by LADWP
23 Commissioners Levine, Funderburk and Noonan, to insure that there would be at least three
24 “aye” votes in favor of passage to approve the Aventador Contract.

25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CALIFORNIA STATE BAR ACT VIOLATIONS

32. Kenealy violated § 6128 of the State Bar Act by engaging in the deceit and collusion with the intent to deceive the United States Bankruptcy Court as detailed herein.

33. Kenealy violated § 6106 of the State Bar Act by engaging in the acts of dishonesty and corruption detailed herein.

CALIFORNIA RULES OF PROFESSIONAL CONDUCT VIOLATED

California Rule of Professional Conduct 3.3

34. California Rule of Professional Conduct 3.3(a)(1) prohibits a lawyer from “knowingly mak[ing] a false statement of fact or law to a tribunal . . .” and Rule 3.3(a)(3) prohibits a lawyer from “offer[ing] evidence that the lawyer knows to be false”

35. Chief Deputy City Attorney Kenealy violated California Rules of Professional Conduct 3.3(a)(1) and 3.3(a)(3) when, on March 28, 2022, Kenealy willfully and knowingly made false statements of fact to the United States Bankruptcy Court and offered evidence Kenealy knew to be false by authorizing and directing the filing of the materially false and misleading Amended Adversary Complaint as detailed herein.

California Rule of Professional Conduct 3.1

36. California Rule of Professional Conduct 3.1 states in relevant part:

(a) A lawyer shall not:

(1) bring or continue an action, conduct a defense, assert a position in litigation, or take an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person

37. Chief Deputy City Attorney Kenealy violated California Rules of Professional Conduct 3.1 when, on March 28, 2022 and thereafter, Kenealy willfully and knowingly brought and continued an action and asserted a position in litigation by making false statements of fact to the United States Bankruptcy Court and offering evidence Kenealy knew to be false by authorizing and directing the filing of the materially false and misleading Amended Adversary

1 Complaint as detailed herein, without probable cause and for the purpose of harassing or
2 maliciously injuring Complainant.

3
4 **California Rule of Professional Conduct Rule 8.4**

5 38. California Rule of Professional Conduct 8.4 states in relevant part, “it is
6 professional misconduct for a lawyer to: (a) violate these rules or the State Bar Act . . . or induce
7 another to do so . . . ; (b) commit a criminal act that reflects adversely on the lawyer’s honesty,
8 trustworthiness or fitness as a lawyer in other respects;”

9 39. Chief Deputy City Attorney Kenealy violated California Rule of Professional
10 Conduct 8.4 (a) on March 28, 2022 by willfully and knowingly making false statements of fact to
11 the United States Bankruptcy Court and offering evidence Kenealy knew to be false by
12 authorizing and directing the filing of the materially false and misleading Amended Adversary
13 Complaint in violation of Rules 3.1 and 3.3, as detailed herein.

14
15 **POSTSCRIPT**

16 40. As demonstrated by the *LADWP Investigation Report*, the relevant pages of
17 which have been excerpted and annexed as Exhibit 2 hereto, the *LADWP Investigation Report*
18 introduces new evidence that substantiates violations of the State Bar Act and the California
19 Rules of Professional Conduct by Respondent Kenealy.

20 41. The new evidence detailed herein was extracted from specific, credible sections of
21 the *LADWP Investigation Report* and demonstrates Respondent Kenealy's misconduct. The
22 new evidence cited in this Supplemental Attorney Misconduct Complaint is truthful and
23 corroborated by facts and existing documentation.

24 42. The OCTC’s attention is, however, respectfully directed to the fact that an
25 examination of the *LADWP Investigation Report* reveals that the entirety of the *LADWP*
26 *Investigation Report* was not drafted to present truthful, comprehensive and accurate findings of
27 an investigation conducted by independent counsel.

28

1 43. Rather, the majority of the *LADWP Investigation Report* was carefully crafted as
2 a document to be used by the current President of the LADWP Board of Commissioners, Cynthia
3 McClain-Hill, to exonerate herself from her involvement in a number of illegal, corrupt and
4 unethical acts committed by McClain-Hill as a Commissioner of the LADWP Board of
5 Commissioners.

6 44. Material portions of the *LADWP Investigation Report* portray McClain-Hill in a
7 false positive light by omitting to disclose material facts concerning, among other things,
8 McClain-Hill having personally directed an illegal contract bid-rigging scheme at the LADWP
9 involving a \$10 million cyber security contract in April of 2019.

10 45. Based on the factual information and documents previously provided to the State
11 Bar and OCTC, a review of the *LADWP Investigation Report* will quickly reveal that a great
12 deal of the content of the *LADWP Investigation Report* is, at best, significantly inaccurate and
13 deceptive – and at worst, intentionally false and fraudulent.

14 46. A great deal of the information set forth under **Section III**, which is entitled
15 “**Factual Findings**” is entirely fraudulent because it fails to disclose material facts concerning
16 McClain-Hill’s involvement in illegal conduct. For example, **Section III. M.**, which is entitled,
17 “**The Aventador Contract Is Terminated and Ardent is Created,**” was clearly crafted to
18 mislead and conceal the truth in furtherance of an ongoing cover-up that is being orchestrated
19 and directed by McClain-Hill, thereby undermining the Report's overall integrity.² **Section III.**
20 **M.** of the Report is fraudulent because it completely omits to disclose the clearly material fact
21 that McClain-Hill personally directed an illegal contract bid-rigging scheme at the LADWP
22 involving a \$10 million cyber security contract in April of 2019.

23
24
25 ² The fact that McClain-Hill personally directed and supervised the ongoing cover-
26 up that resulted in the creation of the *LADWP Investigation Report* is confirmed by numerous
27 time entries made by Paul Hastings attorneys in the firm’s monthly invoices. For example,
28 Tamerlin Godley’s February 13, 2023 time entry states, “*Email correspondence with L. Ikegami
and C. McClain-Hill regarding strategy and tasks for review document*” and April 26, 2023
time entry that states, “*Office conference with C. McClain-Hill regarding strategy and tasks.*”
See Exhibits 4 and 5. (Emphasis added).

1 47. McClain-Hill’s continuing misconduct, which now includes:
2 (i) misappropriation of public funds for her personal benefit in violation of
3 California Penal Code Section 424 to perpetrate a fraudulent cover-up of McClain-Hill’s
4 involvement in several illegal, corrupt and unethical acts involving the LADWP;
5 (ii) fraud, stemming primarily from the creation of the materially misleading
6 and fraudulent *LADWP Investigation Report* that McClain-Hill has used to fabricate or distort
7 facts and falsely exonerate herself from wrongdoing;
8 (iii) breach of fiduciary duty, stemming from the misappropriation of public
9 funds to protect herself from legal consequences;
10 (iv) obstruction of justice; and
11 (v) numerous violations of the City’s Governmental Ethics Ordinance,
12 will be addressed in a separate soon to be filed Second Supplemental Attorney Misconduct
13 Complaint that once again names McClain-Hill as a respondent.

14 48. Significantly, McClain-Hill was knowingly aided and abetted in perpetrating her
15 ongoing fraudulent cover-up by the following California licensed attorneys:

- 16 (i) Thomas A. Zaccaro – State Bar #183241;
- 17 (ii) Tamerlin J. Godley – State Bar #194507;
- 18 (iii) Daniel Prince – State Bar #237112;
- 19 (iv) Philip M. Hwang – State Bar #334330;
- 20 (v) Jennica K. Wragg – State Bar #328410; and
- 21 (vi) Peter Y. Cho – State Bar #255181.

22 Accordingly, Attorney Misconduct Complaints naming each of these attorneys as respondents
23 are in the process of being prepared and will be filed in the near future.

24 49. The aforementioned Paul Hastings attorneys knowingly aided and abetted
25 McClain-Hill in perpetrating her fraudulent cover-up to enable McClain-Hill to evade
26 responsibility for having engaged in a variety of illegal acts and were paid more than \$3 million
27 in public funds to do so.

28

1 50. In addition to authoring the largely fraudulent *LADWP Investigation Report*,
2 Paul Hastings attorneys, including attorneys Zaccaro and Godley, the two senior-most Hastings
3 partners working for McClain-Hill, actively aided and abetted McClain-Hill in perpetrating her
4 fraudulent cover-up and also breached the LADWP's contract with Paul Hastings by performing
5 legal work that was expressly not authorized by the LADWP's contract with Paul Hastings.

6 51. As will be detailed in the numerous forthcoming Attorney Misconduct
7 Complaints that name the aforementioned Hastings' attorneys as respondents, Hastings attorneys
8 actively aided and abetted McClain-Hill by:

- 9 (i) improperly reviewing California Public Record Act Requests received
10 by the LADWP;
- 11 (ii) reviewing documents responsive to certain of the Public Record Act
12 Requests received by the LADWP; and
- 13 (iii) sanitizing the various document productions made by the LADWP in
14 response to such Public Record Act Requests by improperly
15 withholding otherwise responsive documents so as to prevent any
16 documents that could be potentially damaging to McClain-Hill from
17 being produced in response to such Public Record Act Requests.

18 52. The fact that several Hastings' attorneys aided and abetted McClain-Hill in
19 perpetrating her fraudulent cover-up by engaging in this misconduct is well documented in the
20 firm's monthly invoices to the LADWP, including the Hasting Invoice 2343653 for the period
21 ending December 21, 2022.

22 53. Hasting Invoice 2343653 for the period ending December 21, 2022 is annexed as
23 Exhibit 6 and has been highlighted to show numerous time entries involving Hastings attorneys
24 aiding and abetting McClain-Hill by sanitizing LADWP's California Public Records Act
25 productions.

1 54. Finally, several Hastings attorneys also aided and abetted McClain-Hill's
2 misconduct by performing extensive legal work that was expressly not authorized to be
3 performed under the LADWP's contract with the Hastings firm. This completely unauthorized
4 legal work involved Hastings attorneys representing McClain-Hill in connection with the State
5 Bar investigation being conducted by the OCTC of the State Bar of California and negotiating
6 the waiver agreements and production of documents requested from the LADWP by the OCTC.

7 55. The unauthorized legal work performed by Hastings' attorneys involving the
8 OCTC investigation at McClain-Hill's direction is well documented in Hastings' monthly
9 invoices.

10 56. For example, Hastings Invoice Number 2327125 for the period ended July 31,
11 2022 reflects numerous time entries by attorney Zaccaro and Godley for time spent working on
12 the State Bar investigation. *See* highlighted portions of Exhibit 7 hereto. *See* also highlighted
13 portions of Exhibits 8 and 9 hereto.

14 57. The aforementioned information provided in this Postscript will be more fully
15 addressed in numerous forthcoming Attorney Misconduct Complaints.

16
17
18
19 Dated: January 5, 2024

Respectfully submitted,

20
21
22 _____/S_____

23 Paul O. Paradis
24
25
26
27
28

Exhibit No. 1

ATTORNEY MISCONDUCT COMPLAINT

To: Office of Chief Trial Counsel
State Bar of California

Complainant: Paul O. Paradis

Date: October 26, 2022

Re: Attorney Misconduct Complaint Alleging
Violations of California Business and
Professions Code Section 6000 *et seq.* and the
California Rules of Professional Conduct By
Los Angeles Chief Deputy City Attorney Kathleen A. Kenealy

1 **INTRODUCTION**

2 1. This Attorney Misconduct Complaint (“Complaint”) is filed by Paul O. Paradis
3 (“Paradis” or “Complainant”), who served as one of two Special Counsel to the City of Los
4 Angeles and the Los Angeles Department of Water and Power (the “City” and “LADWP”), from
5 January 2015 through March 2019, in a lawsuit filed in the Los Angeles County Court Superior
6 Court that was captioned, *City of Los Angeles v. PricewaterhouseCoopers, LLP*, BC574690 (the
7 “*PwC Action*”).

8 2. Paradis has filed this Complaint with the Office of Chief Trial Counsel of the
9 State Bar of California (“State Bar”) to respectfully request that the State Bar conduct an
10 investigation of the conduct alleged herein that was engaged in by Los Angeles Chief Deputy
11 City Attorney Kathleen Alice Kenealy (“Kenealy”) to determine whether Kenealy should be
12 disbarred for having engaged in such misconduct.

13 3. Kenealy currently serves as Los Angeles Chief Deputy City Attorney and reports
14 directly to Los Angeles City Attorney Michael N. Feuer. Prior to serving as the Chief Deputy
15 City Attorney, in 2017, Kenealy served briefly as Acting Attorney General of California, having
16 succeeded Vice President Kamala Harris in that position.

17
18 **STATEMENT OF FACTS**

19 **As An Attorney Licensed By the State**
20 **Of California, Kenealy Is Subject**
21 **To and Governed By The “State Bar Act”**

22 4. Kenealy is a member of the State Bar of California and licensed to practice law in
23 the State of California. Kenealy was admitted to practice law in California on January 11, 2001
24 and her California State Bar Number is 212289. As of the date of this Complaint, the website for
25 the State Bar of California shows Kenealy’s “License Status” as “Active.”

26 5. As an attorney licensed to practice law in the State of California, Kenealy is
27 subject to, and governed by, the requirements of Cal. Bus. & Prof. Code § 6000 *et seq.* (the
28 “State Bar Act”).

1 **As An Attorney Licensed By the**
2 **State Of California, Kenealy**
3 **Is Subject To and Governed By The**
4 **California Rules of Professional Conduct**

5 6. As an attorney licensed to practice law in the State of California, Kenealy is
6 subject to, and governed by, the California Rules of Professional Conduct, including, but not
7 limited to, Rules 3.1, 3.3 and 8.4.

8 **Kenealy Violated the State Bar Act and Rules of Professional**
9 **Conduct By Knowingly Authorizing and Directing the Filing of**
10 **A Court Filing That Kenealy Knew Was Materially False and Misleading**

11 7. On or about March 28, 2022, Kenealy violated the State Bar Act and the Rules of
12 Professional Conduct by authorizing and directing the filing of a materially false and misleading
13 Amended Adversary Complaint in the United States Bankruptcy Court that Kenealy had actual
14 knowledge was materially false and misleading as detailed herein.

15 **A. Kenealy Made Numerous False Statements**
16 **To The United States Bankruptcy**
17 **Court and Falsely Accused Complainant**
18 **Of Having Engaged In Fraud Involving**
19 **The Award of the Ardent Cyber Solutions Contract**

20 8. On June 3, 2020, Paradis initiated a personal bankruptcy proceeding in the United
21 States Bankruptcy Court for the District of Arizona. Paradis is the debtor in the Chapter 7
22 bankruptcy case 2:20-bk-06724-PS, which is currently pending before the Hon. Paul Sala.

23 9. On June 24, 2021, the City filed an Adversary Complaint naming Paradis as a
24 defendant in an Adversary Proceeding, Adv. No. 2:21-ap-00171-PS.

25 10. On November 29, 2021, the USAO issued a press release disclosing that Paradis
26 had agreed to plead guilty to accepting a financial kick-back for having arranged a collusive
27 lawsuit, known as the *Jones v. City* matter, at the direction of the Los Angeles City Attorney's
28 Office and on behalf of the City of Los Angeles.

11. On December 7, 2021, Paradis moved to dismiss the City's Adversary Complaint.

12. On February 24, 2022, Judge Sala granted the City until March 28, 2022 to file an
Amended Adversary Complaint.

1 13. On March 28, 2022, the City filed its *Amended Complaint To Determine*
2 *Dischargeability of Debt Pursuant To 11 U.S.C. §§ 523(2)(2)(A), (a)(4), and (a)(6)* (the City's
3 "Amended Adversary Complaint") naming Paradis as a defendant. *See* Exhibit 1. Chief Deputy
4 City Attorney Kenealy appears on the caption page of the City's Amended Adversary Complaint
5 as counsel for the City of Los Angeles directly beneath Los Angeles City Attorney Michael N.
6 Feuer and authorized the filing of the Amended Adversary Complaint. *Id.*

7 14. Kenealy violated the State Bar Act and the Rules of Professional Conduct by
8 willfully and knowingly authorizing and directing the City to file a materially false Amended
9 Adversary Complaint with the United States Bankruptcy Court in Adversary Proceeding, Adv.
10 No. 2:21-ap-00171-PS.

11 15. Attorney Kenealy knowingly caused the City to make the following false
12 statements to the United States Bankruptcy Court for the District of Arizona in the City's
13 Amended Adversary Complaint. In particular, Kenealy alleged that the acts in ¶¶ 65-78 of the
14 City's Amended Adversary Complaint were criminal, fraudulent and illegally undertaken by
15 Paradis, despite knowing that Paradis undertook such acts while Paradis was working at the
16 direction and under the supervision of the FBI. *Id.*

17 16. The City's Amended Adversary Complaint, which was authorized by Kenealy
18 alleges as follows:

19 **H. THE LADWP RFP PROCESS**

20 65. On June 17, 2019, LADWP issued the LADWP RFP for the award of
21 three-year, \$82.5 million Cybersecurity Consulting Services contract. *See*
22 Alexander Plea, Attachment A Factual Basis ¶ 14. State and local laws and
23 regulations required the LADWP RFP process to be a fully competitive, neutral,
24 and transparent process in order to ensure fair competition amongst the vendors
and to ensure that LADWP acquired the services of a qualified vendor that
satisfied its requisite criteria. *See id.*

25 66. Alexander was one of seven members of the evaluation committee
26 that was responsible for reviewing the proposals submitted in response to the
27 LADWP RFP, and he signed a sworn nondisclosure agreement that he would
28 not discuss their scoring on the proposals with anyone. *See id.* ¶ 15.

1 67. In late May 2019, before the LADWP RFP was issued, Alexander
2 began his efforts to also manipulate the LADWP RFP process to favor Ardent.
3 *See id.* ¶ 16. Alexander shared drafts of the LADWP RFP with Paradis and
4 solicited Paradis’s edits to improve Ardent’s odds of being awarded the contract.
5 *See id.*

6 68. After the LADWP RFP was issued, in June and July 2019,
7 Alexander worked closely with Paradis to help him improve Ardent’s
8 proposal for submission, including by reviewing and editing drafts of Ardent’s
9 proposal. *See id.* ¶ 17.

10 69. On July 10, 2019, Paradis caused Ardent to submit its proposal to
11 the LADWP RFP. *See id.* ¶ 18.

12 70. Working in coordination with Paradis, Alexander undertook efforts
13 to influence the other members of the evaluation committee to rate Ardent
14 favorably regarding its proposal for the LADWP RFP. *See id.* ¶ 19.

15 71. Among other similar communications, on July 9, 2019, Paradis
16 told Alexander, via text message, that after he submitted the Ardent proposal,
17 “it will be up to you to ‘manage’ the evaluators the same way you did for the
18 SCPAA [sic] process so that we get the correct result..[winking face emoji].”
19 Alexander responded via text message, ‘I know my job [crying-laughing
20 emoji].’” *Id.* ¶ 20.

21
22 **I. PARADIS’ BRIBERY OF ALEXANDER IN**
23 **EXCHANGE FOR FUTURE TASK ORDERS FOR ARDENT**

24 72. In July 2019, Alexander and Paradis discussed a proposed job
25 for Alexander as Ardent’s Chief Administrative Officer with “platinum-
26 level health insurance benefits” and a prospective start date of in October
27 2019 so that Alexander could continue to improperly influence the LADWP RFP
28 Process in Ardent’s favor. *See id.* ¶¶ 24-25. At Paradis’s suggestion,
Alexander agreed to create a written job description of Alexander’s intended
role at Ardent, along with his terms and conditions for the job. *See id.*

73. Upon discovering that retiring early from the LADWP would cause him
to lose retirement income, Alexander and Paradis discussed that Paradis would
guarantee additional compensation from Ardent to make up for Alexander’s
loss in LADWP retirement income. *See id.* ¶ 28.

74. In exchange for Alexander’s additional compensation from
Ardent, Alexander and Paradis discussed that while Alexander remained at
LADWP, he would provide certain guarantees to Paradis and Ardent in the form
of future task orders from LADWP that assigned work for which Ardent could be
compensated. *See id.* Alexander would also procure task orders for Ardent’s

1 cybersecurity work under the anticipated LADWP contract, and he would also
2 guarantee Ardent task orders for cybersecurity training. *See id.*

3 75. Specifically, Alexander told Paradis that he would “guarantee” Ardent
4 a total of \$10,500,000 to \$11,500,000 in task orders in two specified
5 sectors. *Id.* Additionally, Alexander stated that he would help to push work
6 towards Ardent in a third sector, namely remediation. *See id.*

7 76. Alexander and Paradis discussed the need for Alexander to stay on
8 longer at LADWP to deliver on these guarantees. In exchange for Alexander’s
9 agreement to stay at LADWP to secure the promised task orders to Ardent,
10 Paradis offered to pay a bonus for the period of time Alexander stayed on at
11 LADWP “from our deal on.” *Id.*

12 77. Consistent with their bribery arrangement, Alexander continued his
13 efforts to manipulate the LADWP RFP process in Ardent’s favor. *See id.* ¶ 30.

14 78. In July 2019, to further implement and conceal their bribery
15 scheme, Paradis and Alexander agreed that Ardent would issue Alexander a
16 laptop and a secret Ardent email address for Alexander’s use. *See id.* ¶ 32.

17 *See Exhibit 1 at ¶¶ 65-78.*

18 17. At the time Kenealy caused the City’s Amended Adversary Complaint to be filed
19 in the United States Bankruptcy Court for the District of Arizona, Kenealy knew that the acts
20 alleged in ¶¶ 65-78 therein were undertaken by Paradis while Paradis was working covertly, in
21 an undercover capacity with and, at the direction of, the FBI.

22 18. On March 28 2022, the date on which the City filed the materially false Amended
23 Adversary Complaint at Kenealy’s direction, Kenealy and the City had ***actual knowledge*** that
24 the acts alleged in ¶¶ 65-78 therein were undertaken by Paradis while Paradis was working
25 covertly, in an undercover capacity with and, at the direction of, the FBI. Kenealy and the City
26 were aware of this fact because the *Alexander Information*, filed publicly on December 13, 2021
27 (***more than three months before Kenealy authorized and directed the filing of the materially***
28 ***false Amended Adversary Complaint***) clearly states,

On April 5, 2019, defendant ALEXANDER met with Paradis at a restaurant in
Los Angeles. ***During this meeting and in all subsequent interactions with***
defendant ALEXANDER referenced herein, Paradis was acting at the direction
of the FBI. . . .

See Exhibit 2 at ¶ 12. (Emphasis added).

1 19. Despite knowing that Paradis engaged in the conduct alleged in ¶¶ 65-78 of the
2 City's Amended Adversary Complaint at the direction and under the supervision of the FBI
3 while acting in a covert, undercover capacity, Kenealy and the City, nevertheless, knowingly,
4 intentionally and deceitfully falsely alleged that Paradis engaged in these acts in order to
5 perpetrate a criminal fraud, and Kenealy was, therefore, knowingly and intentionally not truthful
6 with the United States Bankruptcy Court.

7 20. By knowingly alleging a total of at least fourteen paragraphs (¶¶ 65-78) that set
8 forth patently false allegations that were intentionally intended to deceive and mislead the United
9 States Bankruptcy Court in order to create the false impression that Paradis had engaged in a
10 number of criminal and fraudulent activities concerning the awarding of the Ardent contract in
11 April 2019, Kenealy clearly violated the State Bar Act and Rules of Professional Conduct
12 because Kenealy caused the City to assert frivolous claims against Paradis that lacked any good
13 faith basis in fact and acted with the intent to deceive the Court.

14 21. In addition, by failing to inform the United States Bankruptcy Court for the
15 District of Arizona that Paradis' actions, as alleged in ¶¶ 65-78 of the Amended Adversary
16 Complaint, were undertaken *at the direction of the FBI* while Paradis was working
17 cooperatively with the FBI in a covert and undercover capacity, and misleading Judge Sala to
18 believe that Paradis' actions, as alleged in these paragraphs, amounted to criminal fraud engaged
19 in by Paradis with Alexander, Kenealy once again violated the State Bar Act and Rules of
20 Professional Conduct.

21 **B. The Fact That Kenealy Acted Knowingly and**
22 **Willfully In Directing The Filing of the False Amended**
23 **Adversary Complaint Is Demonstrated By The Fact**
24 **That Kenealy Directed The City To Continue To Assert**
25 **These Fraudulent Claims Even *After* Paradis Provided**
26 **Irrefutable Evidence That The City's Claims Were False**

27 22. On or about April 28, 2022, Paradis filed a Motion to Dismiss the City's
28 Amended Adversary Complaint to challenge the legal sufficiency of the City's claims and
provided the bankruptcy court with a plethora of evidence demonstrating that *all* of the acts
undertaken by Paradis that are alleged in ¶¶ 65-78 of the City's Amended Adversary Complaint,

1 were undertaken *at the direction of the FBI* while Paradis was working cooperatively with the
2 FBI in a covert and undercover capacity. In particular, Paradis filed and served his Motion to
3 Dismiss the City's Amended Adversary Complaint and Exhibit 4 to the Meda Declaration in
4 support of Paradis' Motion to Dismiss, which informed Kenealy and the City of the following
5 facts. *See Exhibit 3.*

6 23. In March 2019, Paradis voluntarily began actively cooperating with and
7 providing evidence to the FBI in connection with a federal Grand Jury investigation being lead
8 by the Public Corruption Section of the United States Attorney's Office for the Central District
9 of California ("USAO") and the Los Angeles, California Field Office of the FBI that involves the
10 Los Angeles Department of Water and Power and the Los Angeles City Attorney's Office.

11 24. Among other things, Paradis' work on this investigation involved providing
12 evidence of corruption, contract bid-rigging and other illegal and unethical acts, including those
13 illegal and unethical undertaken by Browne George LLP law partners, Maribeth Annaguey and
14 Eric George. Paradis' work on the investigation also involved providing evidence of corruption
15 related crimes, including, but not limited to, extortion, aiding and abetting extortion and perjury,
16 committed by various individuals and attorneys employed in and/or by the Los Angeles City
17 Attorney's Office.

18 25. One aspect of Paradis' work on this federal criminal investigation involved
19 Paradis working in a covert and undercover capacity with FBI agents and the USAO. In doing
20 so, Paradis conducted a multitude of covert, undercover operations as authorized and directed by
21 FBI agents from the Los Angeles California Field Office, Palm Springs, California Field Office
22 and Phoenix, Arizona Field Office and federal prosecutors in the Public Corruption Section and
23 Environmental and Community Safety Crimes Section of the USAO.

24 26. In addition to being authorized and supervised by the FBI, the undercover
25 operations conducted by Paradis were secretly recorded by video and/or audio means, or both.
26 Certain of these undercover operations were also monitored, in-person in real time, by FBI
27 agents and an Assistant United States Attorney from the USAO.

28

1 27. The secretly recorded undercover operations conducted by Paradis spanned a
2 period of approximately fifteen (15) months and, during a portion of this period of time, were
3 conducted on the following individuals, among others:

- 4 i. current Los Angeles Department of Water and Power Board President,
5 Cynthia McClain-Hill;
- 6 ii. former Los Angeles Department of Water and Power Board President,
7 Meldon E. Levine;
- 8 iii. former Los Angeles Department of Water and Power General Manager,
9 David Wright;
- 10 iv. former Los Angeles Department of Water and Power Chief Cyber Risk
11 Officer, David Alexander;
- 12 v. current Los Angeles Department of Water and Power Chief Information
13 Security Officer, Stephen Kwok; and
- 14 vi. attorney, registered lobbyist and close personal adviser and friend to
15 Mayor Eric Garcetti, Joshua Perttula, who is the founder and President of
16 lobbying firm, Kirra, LLC.

16 28. Although the covert undercover operations conducted by Paradis began in March
17 2019, the fact that Paradis had acted in a covert, undercover capacity and was working
18 cooperatively with the FBI was not publicly revealed by the USAO until Monday, December 6,
19 2021.

20 29. On December 13, 2021, the United States Attorney's Office publicly filed the
21 *Alexander Information* and *Alexander Plea Agreement* in the United States District Court for the
22 Central District of California in the criminal matter captioned, *United States of America v. David*
23 *F. Alexander*, CR No. 2:21-CR-00572-FMO. *See* Exhibit 2.

24 30. The *Alexander Information* was authored by the United States Attorney's Office
25 for the Central District of California and signed by the Chief of the Criminal Division. *See*
26 Exhibit 2 at 15.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

31. Paragraph 12 of the *Alexander Information* states in relevant part:

12. ***On April 5, 2019, defendant ALEXANDER met with Paradis at a restaurant in Los Angeles. During this meeting and in all subsequent interactions with defendant ALEXANDER referenced herein, Paradis was acting at the direction of the FBI.***

Id. (Emphasis added).

32. On the basis of this admission by the United States Attorney’s Office, it is undisputed that Paradis began working covertly in an undercover capacity with the FBI with respect to interactions involving Alexander on April 5, 2019.

C. Contemporaneous Written Summaries of Undercover Operations Conducted By Paradis Were Provided To Kenealy and the City To Confirm That The Acts Undertaken By Paradis That Are Pled In Paragraphs 65-78 of the City’s Amended Adversary Complaint Were Undertaken At the Direction of the FBI And Kenealy Nevertheless Directed That The City Continue To Assert These Materially False and Misleading Claims

33. Every undercover operation conducted by Paradis was memorialized in at least two forms. First, Paradis used a number of electronic video and audio recording devices issued to him by the FBI to secretly make video and/or audio recordings of the conversations and events that took place during each of the undercover operations that Paradis conducted. All of the video and audio recordings made by Paradis were delivered by Paradis to FBI Agents in the Los Angeles, Palm Springs or Phoenix Field Offices, depending on where the particular undercover operation was conducted. These video and audio recordings remain in the possession of the FBI.

34. Second, promptly following the conclusion of each undercover operation Paradis conducted, the FBI required Paradis to provide the FBI with a written summary detailing the conversations and events that had transpired during each just completed undercover operation.

35. While Kenealy and the City have alleged that Paradis committed numerous criminal and fraudulent acts as set forth in ¶¶ 65-78 of the Amended Adversary Complaint, the eighteen (18) documents annexed as Exhibits F through W to Exhibit 3, conclusively demonstrate the patent falsity of the claims asserted by Kenealy and the City in ¶¶ 65-78 of the

1 City's Amended Adversary Complaint.

2 36. Exhibits F through W hereto to Exhibit 3 are written summaries of numerous
3 undercover operations conducted by Paradis involving, among other things, the Ardent Contract,
4 the illegal and fraudulent manner in which the Ardent Contract was awarded, and the roles
5 played by various Los Angeles City officials and others in that illegal process. These 18
6 Exhibits were prepared promptly following Paradis having conducted these undercover
7 operations involving the Ardent Contract and provided to the FBI. The truthfulness and
8 accuracy of the information contained in each of these 18 Exhibits is capable of being confirmed
9 by viewing the video recordings and/or listening to the audio recordings of each such undercover
10 operation.

11 37. The following are relevant excerpts from each of the 18 Exhibits that clearly
12 demonstrate the falsity of Kenealy's and the City's allegations in ¶¶ 65-78 of the City's
13 Amended Adversary Complaint:

14 a. **April 4, 2019 Undercover Operation**
15 **Target of Operation: Stephen Kwok**

16 On April 4, 2019 at 6:27 pm, Paradis conducted an undercover operation by way of a
17 telephone conversation with current LADWP Chief Information Security Officer Stephen Kwok,
18 which was audio recorded. Exhibit F to Exhibit 3 is the written summary of this undercover
19 operation prepared by Paradis and provided to the FBI on April 4, 2019, and states in relevant
20 part:

21 *On the call tonight, Kwok said that Mel and Cynthia's plan to proceed with*
22 *awarding Ardent a contract through SCPPA is on track and the timing of*
23 *implementing that plan has only moved back one day from our conversation last*
24 *night because of an issue with one City Council meeting being moved back one*
day.

25 Not much new information from *Kwok* tonight other than he *confirmed the*
26 *amount of the contract that Mel and Cynthia are planning to have the LADWP*
27 *Board approved have the LADWP has a 6 month term and is for \$17 million.*
28 *Significantly, Kwok said that Mel and Cynthia have already determined that*
Ardent will be paid 88% of the \$17 million (approximately \$14.96 million).

1 *This works out to be roughly \$2.49 million per month over the 6 month term -*
2 *which is the current approximate monthly burn rate.*

3 See Exhibit F to Exhibit 3. (Emphasis added).

4 **b. April 5, 2019 Undercover Operation**
5 **Target of Operation: David Alexander**

6 On April 5, 2019, Paradis conducted an undercover operation by way of taped lunch
7 meeting with David Alexander, LADWP's former Chief Cyber Risk Officer. Exhibit G to
8 Exhibit 3 is the written summary of this undercover operation prepared by Paradis and provided
9 to the FBI on April 5, 2019, and states in relevant part:

10 Just finished lunch with *David Alexander*. Entire conversation is taped.

11 *He admitted to fixing the SCPPA process to select Ardent as the vendor for*
12 *DWP and also admitted that DWP has been falsifying regulatory records since*
13 *2007 to cover up its non-compliance with CIP standards and other regulatory*
14 *requirements.*

15 He went so far as to tell me that he believes the Senior LADWP leadership on the
16 power side actually budgets \$ every year for fines because they pay lesser
17 amounts in fines and self-report violations so that they can avoid regulators
18 discovering the numerous critical conditions that exist that would cause LADWP
19 to be fined millions of \$ if discovered by regulators.

20 See Exhibit G to Exhibit 3. (Emphasis added).

21 **c. April 5, 2019 Undercover Operation**
22 **Targets of Operation: Cynthia McClain-Hill and Meldon Levine**

23 On April 5, 2019 at 3:30 pm, Paradis conducted an undercover operation by secretly
24 participating in and audio recording a telephone conversation with Cynthia McClain-Hill, the
25 current President of the LADWP Board of Commissioners and Meldon Levine, the former
26 President of the LADWP Board of Commissioners. At the time of this undercover operation,
27 Levine was the LADWP Commission Board President and McClain-Hill was the LADWP
28 Commission Board Vice President. Exhibit H to Exhibit 3 is the written summary of this
undercover operation prepared by Paradis and provided to the FBI on April 5, 2019, and states in
relevant part:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I was on a 36 minute call with Mel and Cynthia . . . that started at 3:30 pm PT. Call is taped.

*[T]his tape . . . will demonstrate the fact that **DWP used the SCPPA contract process to make it appear as though DWP engaged in a competitive bid review process when in fact, there was no competitive bid process at all.***

Both Mel and Cynthia stated that Ardent had already been selected by them to perform Cyber Work for LADWP despite the fact that the SCPPA board is only set to vote on April 18th.

See Exhibit H to Exhibit 3. (Emphasis added).

**d. April 7, 2019 Undercover Operation
Target of Operation: Stephen Kwok**

On April 7, 2019 at 11:30 am, Paradis conducted an undercover operation by way of a telephone conversation with current LADWP Chief Information Security Officer Stephen Kwok, which was audio recorded. Exhibit I to Exhibit 3 is the written summary of this undercover operation prepared by Paradis and provided to the FBI on April 7, 2019, and states in relevant part:

During the call Kwok again stated that both Mel and Cynthia (President and Vice President of the LADWP Board of Commissioners) have actual knowledge that the SCPPA process is being used to falsely create the appearance that the contract that will soon be awarded to Ardent Cyber Solutions was awarded on the basis of a competitive evaluation process when, in fact, it was not.

*He then got into a number of issues that he asked me for help with. I tried to defer answering those questions until we can meet with your team and discuss how they want me to proceed. **Kwok wants to meet with me sometime before Wednesday or Thursday this week so I can review documents relating to the soon to be awarded contract with him. I told him to let me know when and where he wants to meet. I need to know the approach your team wants me to take with him before I meet with him.***

See Exhibit I to Exhibit 3. (Emphasis added).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**e. April 9, 2019 Undercover Operation
Target of Operation: Stephen Kwok**

On April 9, 2019, Paradis conducted an undercover operation by way of a telephone conversation with current LADWP Chief Information Security Officer Stephen Kwok, which was audio recorded. Exhibit J to Exhibit 3 is the written summary of this undercover operation prepared by Paradis and provided to the FBI on April 9, 2019, and states in relevant part:

I just finished a 34 minute conversation with Kwok about the SCPPA contract award, etc. He re-affirmed a number of things that he has previously stated about the process by which Ardent is going to be awarded a contract for approximately \$14-\$15 mm out of a total of \$17 mm.

He requested that I meet him on Friday morning to walk through the allocation of work among vendors and the creation of several task orders for Ardent and the other two vendors (two other vendors are also being "selected" in order to create the appearance that a "competitive" selection process was employed).

The two other vendors who are being selected are Archer and Dragos. It is worth noting that I have now repeatedly been told the names of all 3 vendors who will be selected by the purportedly competitive selection process used by SCPPA despite the fact that the SCPPA Board is only going to vote on the approvals on April 18th.

See Exhibit J to Exhibit 3. (Emphasis added).

**f. April 16, 2019 Undercover Operation
Target of Operation: Stephen Kwok**

On April 16, 2019, Paradis conducted an undercover operation by way of a taped lunch meeting with Stephen Kwok, LADWP's current Chief Information Security Officer. Exhibit K to Exhibit 3 is the written summary of this undercover operation prepared by Paradis and provided to the FBI on April 16, 2019, and states in relevant part:

Just finished up lunch with Kwok - ran from 1:06 pm to 3:42 pm. We walked through edits to each of the task orders that Kwok has been directed to prepare for each of the 3 vendors who will be awarded contracts when the LADWP Board meets and votes on April 23rd.

1 Interestingly, *Kwok told me for the first time today that the head of purchasing*
2 *at LADWP, Erin Henning, told Donna Stevener (one of two CAOs at LADWP)*
3 *that Kwok could speak directly to the vendors who will be awarded the contracts*
4 *next week as long as there was no written evidence that he had done so. This is*
5 *in clear violation of the LADWP and SCPPA rules governing the contracting*
6 *process.*

7 *I was able to get hard copies of each of the draft task orders from him for*
8 *Ardent and for Archer and Dragos as well and will give them to you when I see*
9 *you.*

10 Kwok is going to do revisions to the task orders that were discussed during the
11 lunch and said he will give me revised hard copy versions reflecting those
12 changes late tomorrow.

13 The entire lunch was videotaped and audio recorded using the small recorder as a
14 back up.

15 *Many of the prior admissions that have been made were repeated during this*
16 *meeting and he reconfirmed that Mel and Cynthia are clearly at the helm of*
17 *using the SCPPA process to create the artificial appearance that the SCPPA*
18 *contract that is going to be voted on by SCPPA on 4/18 was "competitively"*
19 *awarded.*

20 See Exhibit K to Exhibit 3. (Emphasis added).

21 **g. April 18, 2019 Undercover Operation**
22 **Target of Operation: David Wright**

23 On April 18, 2019, Paradis conducted an undercover operation by way of a telephone
24 conversation with former LADWP General Manager David Wright, which was audio recorded.
25 Exhibit L to Exhibit 3 is the written summary of this undercover operation prepared by Paradis
26 and provided to the FBI on April 18, 2019, and states in relevant part:

27 *Just had approx 15-20 minute conversation with Wright. Mayor's office knows*
28 *about bid rigging to steer Ardent contract and is actively involved in setting*
pricing strategy. Call recorded.

See Exhibit L to Exhibit 3. (Emphasis added).

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

**h. April 18, 2019 Undercover Operation
Target of Operation: Joshua Perttula**

On April 18, 2019, Paradis conducted an undercover operation by way of taped breakfast meeting with attorney and registered lobbyist, Joshua Perttula, one of Mayor Garcetti's closest advisors and personal friends. Exhibit M hereto is the written summary of this undercover operation prepared by Paradis and provided to the FBI on April 18, 2019, and states in relevant part:

As I mentioned when we spoke earlier, both Wright and Josh have now repeatedly admitted on recordings (and Josh on video) that the Mayor's office, including the Mayor's Chief of Staff Ana Guerrero and Deputy Mayor Barbara Romero, is actively involved in the fraudulent scheme to award the SCPPA contract to Ardent and that these two individuals are particularly involved in setting the \$ amount of the contract to be awarded because of their "concern over the optics."

As of yesterday, I had been told by Wright and Kwok that the total SCPPA award was for \$17 million and Ardent would be getting \$15 million of the \$17.

Today both Josh and Wright told me that the Mayor's Office has balked at Ardent receiving that large a cut and are looking to cut the amount awarded to Ardent to roughly the \$10+ million range so as not to draw attention.

Separately, Kwok just told me that he has approximately \$10.3 million earmarked for Ardent and that he will push this number on a call with Wright, Donna, Cynthia and Mel that is scheduled for 2 pm today. Kwok also said that he has specifically avoided allocation any "OT" (SCADA/operational technology) work to either of the other two vendors to prevent these two vendors from uncovering the long running regulatory violations that DWP has lied to regulators about or completely failed to report to regulators. Kwok said he spoke with Donna Stevener about his having done this and that she was in agreement so as to prevent discovery of the undisclosed regulatory violations.

Significantly, Josh also admitted on the video that the Mayor's office and DWP Board all have actual knowledge that DWP is using the SCPPA contracting process to create the false appearance that the contracts to be awarded to Ardent and the other two vendors were the result of a competitive evaluation process when they all have actual knowledge that this is not true in actuality.

* * *

1 *Josh told me he would keep me posted on the activity involving the Ardent*
2 *contract and amount to be awarded Ardent and wants to meet in person again*
3 *next week to discuss a number of other business topics that we hit on during*
4 *our meeting today.*

5 See Exhibit M to Exhibit 3. (Emphasis added).

6 **i. April 23, 2019 Undercover Operation**
7 **Target of Operation: David Wright**

8 On April 23, 2019, Paradis conducted an undercover operation by way of a taped meeting
9 with former LADWP General Manager David Wright from 3:45 pm to 5:23 pm. Exhibit N to
10 Exhibit 3 is the written summary of this undercover operation prepared by Paradis and provided
11 to the FBI on April 23, 2019, and states in relevant part:

12 Meeting with Dave Wright at his apartment in Unit 438 of Building B at the
13 DaVinci Complex behind LADWP ran from approximately 3:45 pm to 5:23 pm.
14 Meeting is recorded but not videoed

15 Primary purpose of the meeting was supposed to be to review Wright's draft
16 resignation letter which is addressed to Mayor Garcetti with copies to Mel Levine
17 and the Mayor's Chief of Staff, Ana.

18 Also attached as an addendum to the resignation letter is a 6-7 page "addendum"
19 that details how LADWP Commissioner Cynthia McClain-Hill has sexually
20 harassed Wright and discriminated against him on the basis of his sexual
21 orientation. I will give you a copy of all of this tomorrow when we meet.

22 * * *

23 *Wright then turned the conversation to the approval of the Ardent contract by*
24 *Board vote at today's LADWP Board meeting. The contract was approved and*
25 *Wright said that the two additional contracts will also be approved and that the*
26 *Board adhered to the strategy set by the Mayor's office late Friday of having 3*
27 *contracts for approximately \$3.6 million each - with each contract having a 60*
28 *day term (total for 3 contracts remains \$10.8 million as of today).*

* * *

Wright then turned the remainder of the conversation to the new cyber company
that will eventually replace Ardent. He said he wants to be the second largest
owner and sent me a text on the burner phone this weekend. (I did not receive
that text for some reason, so I took 2 pics of the lengthy text on my burner and the
original text remains on Wright's burner). In that text he said he wants a sign on
bonus of \$600K and he will use \$500K to buy into the new cyber company. He

1 said he views it as important that he be an owner of the new company and not just
2 an employee.

3 He also talked about needing a name for the new company (which we are
4 currently referring to as Newco during our conversations) and how he plans to
5 spend most of his remaining time as the General Manager of LADWP traveling to
6 various conference such as the LPPC Council Conference and the APPA
7 Conference in order to actively promote Newco to other utilities in order to
8 convince them to retain Newco to provide cyber security services.

9 See Exhibit N to Exhibit 3. (Emphasis added).

10 **j. April 30, 2019 Undercover Operation**
11 **Target of Operation: David Wright**

12 On April 30, 2019, Paradis conducted an undercover operation by way of a taped dinner
13 meeting with former LADWP General Manager, David Wright. Exhibit O to Exhibit 3 is the
14 written summary of this undercover operation prepared by Paradis and provided to the FBI in the
15 early morning hours of May 1, 2019, and states in relevant part:

16 *I had a 2 hour dinner with Wright tonight. Dinner was audio recorded and
17 video recorded*

18 Wright described his meeting earlier today with Mel Levine in great detail.
19 According to Wright, the primary focus of their discussion was Wright's
20 retirement notice and sexual harassment/hostile work place claim against
21 Commissioner Cynthia McClain-Hill.

22 Wright stated that Mel was extremely happy to learn that Wright was going to
23 inform the Mayor of Cynthia's behavior. Wright stated repeatedly that Mel told
24 Wright that Mel "hates" Cynthia and would like to see her removed from the
25 LADWP Board. Wright continued on this topic for at least 20-30 minutes and
26 came back to it several times during the dinner. Wright claimed that Mel had
27 recently spoken with two LAPD Commissioners about Cynthia and that they had
28 informed Mel of their strong dislike for her as well.

* * *

*I was able to discuss the behaviors of other Commissioners during dinner and
got Wright to acknowledge everything I previously told your team about how
Bill Funderburk had demanded contributions and free legal work from me -
including the work he had me perform right before the vote on the Aventador
contract occurred.*

1 ***Wright commented on how he felt there is a general level of corruption that***
2 ***exists at DWP***

3 I raised the topic of David Alexander being very concerned about having a task
4 order assigned to him once the Ardent contract is finally awarded on it about May
5 8th so that he can begin to "clean up" the long history of regulatory violations and
6 records falsification that I discussed with Alexander today at lunch and Wright
7 reacted in a very strong but surprising manner.

8 He told me that I need to tell Alexander to "shut the fuck up and stop
9 complaining" or Wright would personally demote Alexander back to his prior
10 position to insure Alexander receives no further raises during his remaining time
11 at DWP.

12 ***When I reacted with surprise and suggested Alexander was trying to insure that***
13 ***the long history of regulatory records falsification and cover-up was cleaned up***
14 ***so that regulators would not eventually learn of it, Wright commented that he***
15 ***did not "give a fuck about the regulatory issues" because no one knows about***
16 ***them and no one is looking.***

17 When I pressed and ***asked whether Wright was concerned that Alexander could***
18 ***possibly turn in Wright and others in senior management and report them to***
19 ***regulators for the long running records falsification and false reporting***
20 ***scheme, Wright said he was not at all concerned because Alexander does not***
21 ***have the courage to do so and would be turning himself in too because it had***
22 ***long been Alexander's job to oversee cyber security related compliance and***
23 ***since Alexander had failed to do his job for years, Alexander would be harming***
24 ***himself by making such a report to regulators.***

25 When I asked Wright whether Wright was the DWP official who had top line
26 signing authority for CIP Compliance at DWP, Wright confirmed he was in fact
27 the senior-most DWP official with such responsibility. ***When I asked him if he***
28 ***was concerned that he might have some liability or legal exposure if Wright***
directed that no portion of the contract that is about to be awarded was
allocated to cleaning up the regulatory reporting/compliance situation, Wright
again said he did not "give a fuck" because he was so done with DWP and that
no one was looking and therefore no one would uncover the long running
records falsification scheme before Wright retired.

Wright then asked me to work with Stephen Kwok to insure that Kwok drafted
on two or three task orders for the new contract that requires Ardent to work
only on those issues that pose the greatest cyber risk at this point in time. I told
Wright I would do so and he reiterated that we were not to identify any
Governance/Risk/Compliance work to be performed in the next 6 months even if
Alexander was demanding that we do so.

1 *Wright commented on the Kiesel article in the Daily Journal and confirmed*
2 *that the City Attorney's Office had lied when they denied having directed and*
3 *had knowledge of the Jones case filing and litigation strategy. Wright also*
4 *confirmed his memory of his having participated in numerous conversations*
5 *with Jim Clark in particular because Clark was the author or that strategy and*
6 *managed the entire settlement process of that case very closely.*

7 See Exhibit O to Exhibit 3. (Emphasis added).

8 **k. May 21, 2019 Undercover Operation**
9 **Target of Operation: Stephen Kwok**

10 On May 21, 2019, Paradis conducted an undercover operation by way of a taped lunch
11 meeting with LADWP Chief Information Security Officer Stephen Kwok. Exhibits P and Q to
12 Exhibit 3 evidence Paradis expressly requesting and receiving written authorization from the
13 USAO to conduct this undercover operation and state in relevant part:

14 *Stephen Kwok is asking me to meet him for lunch downtown today at noon to*
15 *start working with him on the next Cyber RFP as Wright directed me last*
16 *Saturday.*

17 *Please let me know if you want me to go and do this and audio and video record*
18 *so I can get back to Kwok. Thank you.*

19 See Exhibit P to Exhibit 3. (Emphasis added).

20 Shortly thereafter, the USAO responded, stating in relevant part:

21 thanks for the call just now. *Just confirming that we authorize Paul to go*
22 *forward with the recorded meeting with Kwok and to assist DWP with the*
23 *current RFP cyber bid, despite the fact that the RFP process being utilized by*
24 *DWP may not be compliant with rules, regulations, or laws.* Please let me know
25 if that's unclear or if there are other questions. . . .

26 See Exhibit Q to Exhibit 3. (Emphasis added).

27 **l. May 22, 2019 Undercover Operation**
28 **Targets of Operation: David Alexander and Stephen Kwok**

On May 22, 2019, Paradis conducted an undercover operation by way of a video and
audio taped meeting with former LADWP Chief Cyber Risk Officer, David Alexander and
LADWP Chief Information Security Officer Stephen Kwok that took place from 2:40 pm to 4:28

1 pm. Exhibit R to Exhibit 3 hereto is the written summary of this undercover operation prepared
2 by Paradis and provided to the FBI on May 22, 2019, and states in relevant part:

3
4 ***Summary of meeting with David Alexander and Stephen Kwok on May 22, 2019***
5 from approximately 2: 40 pm to approximately 4:28 pm at Disney Music Hall in
6 dining area. Meeting was audio and video recorded.

7 ***Primary purpose of today's meeting was to continue providing assistance to***
8 ***Alexander and Kwok concerning the new Cyber Security RFP that LADWP is***
9 ***going to issue.***

10 The secondary purpose of the meeting was to obtain an encrypted USB drive from
11 Alexander that he claims contains approximately 2 GB of data that supposedly
12 contains the entirety of the LADWP CIP Compliance directory from the CIP
13 Compliance Office.

14 ***Prior to the meeting, both Kwok and Alexander separately provided me (via***
15 ***email) with different versions of the draft Statement of Work for me to review***
16 ***and comment on.***

17 ***During the meeting, we discussed several aspects of the draft Statement of Work***
18 ***for the RFP. These included:***

- 19 1. the number of categories that will be included,
- 20 2. ***the total \$ amount of the proposed contract - currently proposed to be***
21 ***between \$81 mm to \$82.5 mm total for 3 years,***
- 22 3. the manner in which the \$ amount will be determined,
- 23 4. the amounts to be allocated to each of the 4 categories for which qualified
24 vendors are being sought,
- 25 5. allocation of vendor personnel to be embedded among LADWP personnel for
26 mentoring purposes,
- 27 6. ***the \$ amounts allocated to the two types of training and in particular, they***
28 ***both stated that people at DWP, including the Union leadership, very much***
want to make sure that Cyber Gym training is available and they asked what it
is estimated to cost annually and I responded that it was estimated that it would
cost LADWP \$5 mm per year (same information I had previously discussed
with Wright and he agreed to)

- 1 7. Specific deliverables for each of the categories and how they will vary,
2 8. *Specific evaluation criteria that Kwok and Alexander want to use to control*
3 *the outcome of the RFP selection process,*
4 9. Membership and size of the RFP evaluation committee,
5 10. The RFP timeline,
6 11. Whether this draft will need review and approval by the Mayor's office before
7 the RFP is approved.

8 *At the conclusion of the meeting, they both asked if I would edit the latest draft*
9 *tonight and email it back to them tonight and Kwok emailed me the latest*
10 *version of the Statement of Work to edit.*

11 *Please advise if I am authorized to edit and send them the draft as they have*
12 *requested. I am saving copies of the documents and emails they send me and*
13 *will provide them along with any documents I edit or draft for them. . . .*

14 See Exhibit R to Exhibit 3. (Emphasis added).

15 Exhibit S to Exhibit 3 is the confirmation of the FBI authorizing Paradis to edit the draft
16 Statement of Work for the RFP as Alexander and Kwok had requested – once again clearly
17 demonstrating that Paradis was acting at the direction and under the supervision of the FBI.
18 Exhibit S to Exhibit 3 states in relevant part:

19 Andy,

20 You are correct that the further edits they are requesting are similar in nature to
21 what I have already done. *Now that you have authorized this next round, I will*
22 *edit tonight as they requested and send them the revised document and keep you*
23 *and Melissa updated.*

24 See Exhibit S to Exhibit 3. (Emphasis added).

25 **m. June 12, 2019 Undercover Operation**
26 **Target of Operation: David Alexander**

27 On June 12, 2019, Paradis conducted an undercover operation by way of a telephone
28 conversation with former LADWP Chief Cyber Risk Officer David Alexander, which was audio
recorded. Exhibit T to Exhibit 3 is the written summary of this undercover operation prepared
by Paradis and provided to the FBI on June 12, 2019, and states in relevant part:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I received a text from David Alexander this morning asking me to call him.

I called him back and recorded the call. Call was 12 minutes.

Alexander told me that he had received a call from John Kwon from SCPPA late yesterday during which Kwon informed Alexander that Kwon has received a call yesterday from an investigator from the City of LA asking Kwon for production of all documents relating to the SCPPA RFP and Contracting process involving the contracts that were recently awarded to Ardent, Dragos and a 3rd vendor.

Alexander had not yet spoken with Kwon and had only exchanged voicemails with him.

I took the opportunity to have Alexander confirm several times on the call that these contracts were not competitively awarded, but rather, were awarded as a result of the rigged process that we have previously discussed. Alexander also confirmed that Mel Levine, Cynthia McClain-Hill, David Wright, Donna Stevener, David Alexander, Steven Kwok and Jim (last name unknown from Burbank utility) all had actual knowledge that this process was rigged and that the contracts were not competitively awarded despite the fact that they were publicly represented as such. . . .

See Exhibit T to Exhibit 3. (Emphasis added).

**n. July 5, 2019 Undercover Operation
Target of Operation: David Alexander**

On July 5, 2019, Paradis conducted an undercover operation by way of a meeting with former LADWP Chief Cyber Risk Officer David Alexander, which was recorded. Exhibit U to Exhibit 3 is the written summary of this undercover operation prepared by Paradis and provided to the FBI on July 5, 2019, and states in relevant part:

[D]avid Alexander has requested to meet with me this morning to discuss the draft of Ardent's response to the LADWP Cyber RFP that is due on July 10th.

I agreed to meet him at the Disney Center to review the draft and will record the meeting. I will also forward you the draft document that I will use at the meeting as well as the email Alexander sent me from his "Tazmeister" email in advance of this meeting in which Alexander is clearly coaching me in how to respond to the RFP.

1 If I make any notes on the draft response during our meeting, I will also provide
2 you with a complete copy of the notated document as well next week. . . .

3 See Exhibit U to Exhibit 3. (Emphasis added).

4 **o. July 16, 2019 Undercover Operation**
5 **Target of Operation: David Alexander**

6 On July 16, 2019, Paradis conducted an undercover operation by way of a lunch meeting
7 with former LADWP Chief Cyber Risk Officer David Alexander, which was recorded. Exhibit
8 V to Exhibit 3 is the written summary of this undercover operation prepared by Paradis and
9 provided to the FBI on July 16, 2019, and states in relevant part:

10 As I discussed with Andy and Tony earlier today, *I met with David Alexander for*
11 *lunch from approximately noon to 1:35 pm today* at The Palm Restaurant on
12 South Flower Street in DTLA. *The primary purpose of the meeting was to*
13 *continue our discussion of the bid rigging for the current Cyber Security*
Consulting RFP that was issued by LADWP. The meeting was audio recorded
14 using two recorders.

15 Meeting began by Alexander informing me that DWP has received 15 responses
16 to the RFP and 1 had been disqualified almost immediately. The RFP is for the
17 purpose of establishing a "bench" of Cyber Consultants that can be called upon to
18 perform 4 basic cyber services.

19 DWP is hoping to be able to contract with 3 consultants for each of the 4
20 categories so that they have a "bench" comprised of a total of no more than 12
21 Cyber Consultants.

22 *Alexander told me that DWP has, for the first time ever to his knowledge, made*
23 *each of the 5 evaluators sign an agreement saying that the evaluators would not*
24 *speak to each other about their scores or grading of the RFP responses.*

25 *Despite having signed this agreement, Alexander told me that he had prepared*
26 *a single color coded grading score sheet grid that reflected his scores for each*
27 *of the 14 respondents and had shared his scoring grid with two other*
28 *evaluators, Louis Carr and Flora Chang to influence them to score Ardent*
high. Alexander said that both Louis and Flora understood the goal is to make
sure that Ardent is scored high enough to insure that Ardent is among the top 3
scoring respondents - which would insure Ardent is awarded a portion of the
contract to perform cyber remediation.

1 *Alexander also said that he was out concerned with either Flora or Louis letting*
2 *management know Alexander has violated the "no discussion" agreement*
3 *because they both were playing ball with Alexander to help him get Ardent*
4 *hired.*

5 *Alexander said that he is working behind the scenes to help manage the*
6 *contracting process through DWP's Supply Chain Service Department to insure*
7 *Ardent is hired again.*

8 I told him today's lunch was to thank him for the help he had already provided
9 and *asked him what his future employment plans were at DWP given Dave*
10 *Wright's impending retirement.*

11 Alexander responded that he had 3 options at this point. He had applied for a
12 Customer Service job at Edison which is currently in process but he does not feel
13 his odds are very strong because he lacks the necessary background in Customer
14 Service. His second option involved applying for the CISO position at East -
15 West Bank. However, Alexander recently learned that this position was recently
16 filled by another current employee of the bank. *He then said his third option was*
17 *to become the business and operations manager for Ardent.*

18 *I then asked him what salary he wanted and told him I liked the idea based on*
19 *the work he had done in connection with helping Ardent on the current RFP by*
20 *re-writing Ardent's proposal over the July 4th holiday weekend.*

21 *Alexander told me he would think about the salary and would let me know. He*
22 *then discussed benefits and the cost of medical insurance. Finally, he told me*
23 *he had also thought about some part of his pay coming in the form of a new*
24 *car. . . .*

25 *We then discussed possible start dates and I told him that August 1st was*
26 *probably too soon given that we are already in mid August and he agreed and*
27 *said September 1st was more realistic. As we were walking away from the*
28 *restaurant, however, Alexander abruptly said that he could not start with*
Ardent until October 1st. When I asked him why, he reminded me that the
LADWP Board meeting to approve the 3 year contract that is the subject of the
RFP was likely going to be voted on by the LADWP Board in late September, so
Alexander needed to stick around to Shepard the contract through the Board
process to make Ardent certain that Ardent got hired. I agreed and said that
October 1st was a very reasonable start date. When we parted ways, I asked
when we would get together again to discussed the job description/plan that I
asked Alexander to write up and he says he was going to speak with his wife
tonight and would be back in touch with me either tonight or tomorrow.

1 *Later this afternoon he texted me and told me he had already started scoping*
2 *out his new job responsibilities and wanted to know if I was agreeable to him*
3 *having the title of Chief Administrative Officer at Ardent. I texted back and told*
4 *him I was ok with him having that title. . . .*

5 See Exhibit V to Exhibit 3. (Emphasis added).

6 **p. July 22, 2019 Undercover Operation**
7 **Target of Operation: David Alexander**

8 On July 22, 2019, Paradis provided the FBI with information that Paradis first became
9 aware of in the afternoon of July 22, 2022. This new information related to information that
10 Paradis had previously learned and related to the FBI concerning SCPPA's involvement in
11 fictitious RFP processes during a recorded conversation with former LADWP Chief Cyber Risk
12 Officer David Alexander that occurred during the week of July 15th – 19th. Exhibit W to Exhibit
13 3 is the written summary prepared by Paradis and provided to the FBI on July 22, 2019, and
14 states in relevant part:

15 Please see the article link at the very end of this text. I just learned of this article
16 late this afternoon.

17 *I am bringing this article to your attention because it involves SCPPA and as I*
18 *mentioned to Andy last week, David Alexander informed me (during one of my*
19 *many recorded conversations with him last week) that the City of Pasadena is*
20 *currently utilizing SCPPA to conduct a bid rigged RFP process to hire a pre-*
21 *selected NERC/CIP consultant similar to the rigged process LADWP used with*
22 *SCPPA to secure the 6 month cyber security contract that Mel and Cynthia and*
23 *the Mayor's Office were involved in.*

24 I also bring to your attention the fact that three of the five current officers of
25 SCPPA are current or former LADWP personnel. These three include:

26 Mike Webster - Mike is the current Executive Director of SCPPA. He is the
27 former head of Power at LADWP and an Engineer by training. The SCPPA
28 website also lists Webster as one of five current SCPPA Officers and the
Treasurer and Auditor.

1 *At LADWP, Wright was Webster's boss and they enjoy a close and friendly*
2 *relationship. From memory, I recall Wright telling me on at least 2 of the taped*
3 *conversations that you have between me and Wright that Wright was going to*
4 *speak with Webster about facilitating the current 6 month cyber contract that is*
5 *in place now at LADWP.*

6 David Wright - is currently listed on SCPPA's website as another one of SCPPA's
7 5 officers and the Secretary of SCPPA. As the GM of LADWP, Wright is also
8 automatically a Board Member of the SCPPA Board, as are all of the other GMs
9 of the SCPPA Organization.

10 Mario Ignacio - is listed as another of the 5 Officers of SCPPA and the Assistant
11 Secretary. Mario is a current employee of LADWP and a senior ranking member
12 of the LADWP Financial Services team.

13 Finally, another officer of SCPPA is listed on the SCPPA website as the Vice
14 President, Gurcharan Bawa. In addition to being an officer of SCPPA, Mr. Bawa
15 is also the current GM of Pasadena Water and Power.

16 According to Alexander, Pasadena is the City currently using the SCPPA RFP
17 process to conduct a fictitious RFP process to select a NERC/CIP consultant -
18 who has already been preselected, thereby allowing Pasadena to make it appear as
19 though this consultant will be selected pursuant to a competitive bid process
20 when, in fact, the bid is completely rigged through this pre-selection process.

21 During a conversation that I had with Brian D'Arcy (the head of the Union at
22 LADWP) before leaving LADWP in March, Brian complained to me that he
23 greatly disapproved of the use of SCPPA by all of the member utilities to secure
24 contracts for projects done by the utilities because SCPPA has far less stringent
25 purchasing and bidding rules and the utilities frequently resort to using SCPPA to
26 circumvent their own City's purchasing rules. . . .

27 See Exhibit W to Exhibit 3. (Emphasis added).

28 38. Despite Paradis having provided the foregoing evidence demonstrating the falsity
of the City's allegations in ¶¶ 65-78 of the City's Amended Adversary Complaint, Kenealy
nevertheless directed and authorized the City to continue to assert these patently false claims
against Paradis in the United States Bankruptcy Court.

39. In doing so, Kenealy violated the State Bar Act and the Rules of Professional
Conduct.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CALIFORNIA STATE BAR ACT VIOLATIONS

40. Kenealy violated § 6128 of the State Bar Act by engaging in the deceit and collusion with the City, Los Angeles City Attorney Feuer, outside counsel to the City, Guy Craig Nicholson and Arizona licensed attorneys Michael Jones and Cody Vandewerker with the intent to deceive the United States Bankruptcy Court as detailed herein.

CALIFORNIA RULES OF PROFESSIONAL CONDUCT VIOLATED

California Rule of Professional Conduct 3.3

41. California Rule of Professional Conduct 3.3(a)(1) prohibits a lawyer from “knowingly mak[ing] a false statement of fact or law to a tribunal . . .” and Rule 3.3(a)(3) prohibits a lawyer from “offer[ing] evidence that the lawyer knows to be false”

42. Chief Deputy City Attorney Kenealy violated California Rules of Professional Conduct 3.3(a)(1) and 3.3(a)(3) when, on March 28, 2022, Kenealy willfully and knowingly made false statements of fact to the United States Bankruptcy Court and offered evidence Kenealy knew to be false by authorizing and directing the filing of the materially false and misleading Amended Adversary Complaint as detailed herein.

California Rule of Professional Conduct 3.1

43. California Rule of Professional Conduct 3.1 states in relevant part:

(a) A lawyer shall not:

(1) bring or continue an action, conduct a defense, assert a position in litigation, or take an appeal, without probable cause and for the purpose of harassing or maliciously injuring any person

44. Chief Deputy City Attorney Kenealy violated California Rules of Professional Conduct 3.1 when, on March 28, 2022 and thereafter, Kenealy willfully and knowingly brought and continued an action and asserted a position in litigation by making false statements of fact to the United States Bankruptcy Court and offering evidence Kenealy knew to be false by authorizing and directing the filing of the materially false and misleading Amended Adversary

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Complaint as detailed herein, without probable cause and for the purpose of harassing or maliciously injuring Complainant.

California Rule of Professional Conduct Rule 8.4

45. California Rule of Professional Conduct 8.4 states in relevant part, “it is professional misconduct for a lawyer to: (a) violate these rules or the State Bar Act . . . or induce another to do so . . . ; (b) commit a criminal act that reflects adversely on the lawyer’s honesty, trustworthiness or fitness as a lawyer in other respects;”

46. Chief Deputy City Attorney Kenealy violated California Rule of Professional Conduct 8.4 (a) on March 28, 2022 by willfully and knowingly making false statements of fact to the United States Bankruptcy Court and offering evidence Kenealy knew to be false by authorizing and directing the filing of the materially false and misleading Amended Adversary Complaint in violation of Rules 3.1 and 3.3, as detailed herein.

Dated: October 26, 2022

Respectfully submitted,

_____/S_____
Paul O. Paradis

Exhibit No. 2

LADWP Investigation
2023

Paul Hastings LLP
515 South Flower Street
Twenty-Fifth Floor
Los Angeles, CA 90071

I. INTRODUCTION AND EXECUTIVE SUMMARY

On the morning of July 22, 2019, the Federal Bureau of Investigation (“FBI”) served a search warrant on the Los Angeles Department of Water and Power (“LADWP” or the “Department”) at its headquarters, the John Ferraro Building (“JFB”). In the years thereafter, two former LADWP employees were indicted and then sentenced to prison, a former contractor awaits sentencing, and a former Assistant City Attorney was sentenced to home confinement.¹ We were asked to investigate the misconduct that gave rise to the Federal investigation and to identify the systemic failures and gaps within the Department that exacerbated its breadth and duration.

In the course of our work, we interviewed 38 current and former employees and Commission members and 2 people from the Office of Public Accountability (“OPA”). We reviewed approximately 60,000 documents. With limited exceptions, interviewees were credible, candid, and forthcoming. For many, the years leading up to the FBI raid (the “FBI Raid”) were extremely difficult; it was healing for them to finally be heard about the misconduct and the harm inflicted on the Department. Individuals had different lenses on the circumstances, but a cohesive picture arose. In short and as detailed herein, we found the following:

A. Key Facts

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Cybersecurity and the Aventador Contract.

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

The substance of the contract, amount requested, consultant hourly fees, speed of passage, sole source nature, and the completely unproven nature of Aventador as a company all raised serious questions. The head of Supply Chain, Gwen Williams, wrote a memo to Wright and other executives objecting to the rates, the time frame for review, and the sole source. She refused to sign off on the agreement. She also raised her concerns directly to Commissioner William ‘Bill’ Funderburk.

Wright presented the Aventador Contract to the Board on June 6, 2017 as a consulting contract for services associated with the remediation of the CC&B system in accordance with the terms of the Settlement Agreement “(Settlement Agreement” or “Agreement”). The Board approved the no-bid sole-source Aventador Contract for \$30 million. Commissioners asked few questions prior to approving the contract. Some employees and Commissioners that we interviewed thought it was a CC&B contract that morphed into a cybersecurity contract while others maintained that it was always intended to be primarily focused on cybersecurity. One Commissioner said that it appeared to be a billing system remediation contract by design so that the Department’s cybersecurity needs would not be publicly disclosed. This itself should have raised serious red flags—contracts need to fairly represent the anticipated work regardless of the subject matter. [REDACTED]

[REDACTED]

All of the employees we spoke with felt like they had nowhere to turn—procurement had tried to object, board members had been

⁹ CNTRL0000159770.0001

alerted, questions had been raised directly with Wright, and specific complaints had been lodged with the CCO. Nothing had worked.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. Abysmal Failure of the City Attorneys' Office

The most striking failure here is that of the lawyers in the City Attorney's Office ("CAO") charged with protecting the interests of LADWP. [REDACTED]

[REDACTED] The failings of the CAO are significant, [REDACTED]

- Paradis Role in the Jones Class Action. CAO lawyers knew that Paradis had drafted a complaint on behalf of Jones to sue PwC. They had read, reviewed, and edited this complaint. Sections of the complaint are identical to the complaint filed by Jones against the City. The CAO lawyers should have identified this issue and raised it at the outset.
- Sham Lawsuit. CAO lawyers should have known that you do not create a “friendly” sham class action to engulf the previously filed class actions. This violates the fundamental tenets of our adversarial judicial system.
- Unilateral Mediation. CAO lawyers should have known that mediating without the other class counsel was inappropriate if Landskroner had not moved and been awarded the role of lead counsel, which never occurred.
- Landskroner/Paradis Relationship. CAO lawyers knew that Landskroner and Paradis were friends and had worked on other class actions before. They should have known that Paradis was driving both sides of the settlement negotiations and taken actions to remove Paradis from both sides.
- Non-Independent Court Monitor. CAO lawyers knew that Bender had been meeting with LADWP for months and they had considered hiring him as a consultant for the billing remediation at Paradis’ recommendation. They should not have let anyone represent to the court that Bender was an “independent monitor.” [REDACTED]
- Unnecessary Performance Metrics. CAO lawyers should have pushed back against the performance metrics within the settlement. Paying every claimant 100% on the dollar was a significant enough undertaking. Adding the metrics only increased the attorneys’ fees that would be paid for the settlement.
- Unrepresented Meetings. Bender and his staff, and sometimes Bender and Landskroner, met directly with LADWP employees on more than a few occasions without legal representation for LADWP. CAO attorneys should have known that Bender and Landskroner should not meet directly with LADWP employees without LADWP’s outside counsel present.
- Inappropriate Award of Project Manager Role [REDACTED]. CAO lawyers should have known that it was inappropriate for a lawyer to obtain a “project management” position to oversee the CC&B remediation for LADWP. [REDACTED]
[REDACTED] If this requirement was included in the Settlement Agreement, which itself is questionable, CAO attorneys should have worked to make sure that the project manager role was filled by a capable LADWP employee, of which a number could have well filled this role.

- [REDACTED]
- [REDACTED]
- Fraudulent Aventador Contract. CAO lawyers, including the LADWP General Counsel, likely knew that the Aventador Contract was a cybersecurity contract masquerading as a CC&B remediation contract. They knew that Aventador was recently formed and had no employees. They knew that Paradis had no expertise in cybersecurity. They knew that Williams had strongly objected to the contract. [REDACTED] The CAO should have stepped in to stop the contract.

4. Ineffective Board Oversight

As currently structured, the LADWP Commissioners are volunteers, and thus, can only reasonably be expected to provide oversight at the highest level. They need well-established systems, training, and resources to support their oversight duties. They need an established culture of asking hard questions and holding the General Manager accountable.

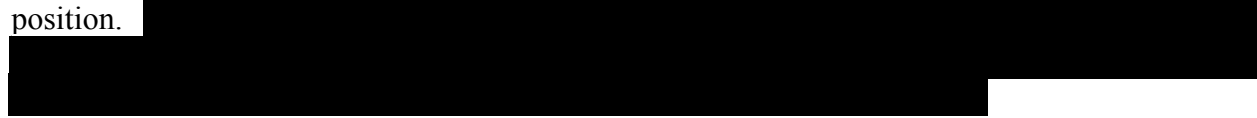
Unfortunately, these elements were largely not present [REDACTED]

[REDACTED]

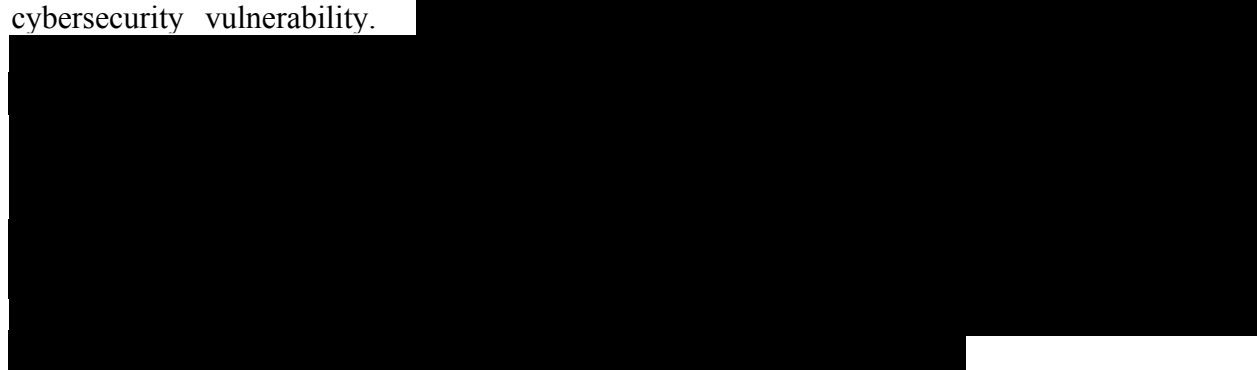
5. Lack of Accountability and a Culture of Respect

Everyone we spoke with agreed that there is a significant accountability problem at the Department. To be clear, there are many thoughtful, hardworking, smart, and committed employees at LADWP. We were impressed with the caliber and commitment of most of the people we interviewed. But, the culture does not help these attributes to thrive. Expectations are not clearly laid out with accountability and consequences if those expectations are not met. At the most basic level, there is no system of performance review for executives. Plum positions and advancement are perceived to be based upon whether you are in with the General Manager or others ahead of you in the hierarchy, not prior performance. The culture is to curry favor with management so that you increase the opportunity to maximize your pension.

The flip side of having no accountability is a lack of respect for subject matter experts. As one employee explained: respect me enough and my skills to expect me to do quality work; provide the resources so that I can do that work; if I do not do that work, remove me from the position.



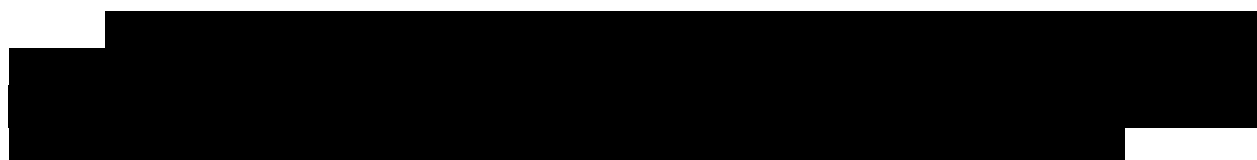
A prime example here is the Bigman Report, which identified numerous areas of cybersecurity vulnerability.



The lack of accountability is further stymied by the siloed nature of the Department. In many respects, Water, Power, and Joint function very separately without shared policies, procedures, HR teams, IT teams, culture, or ethos. This serves certain long-entrenched interests within the Department and in some ways it works—Water and Power are reliably delivered to the City of Los Angeles day in and day out, an accomplishment that should not be taken lightly. But, in some instances, it creates unnecessary duplication. It also provides little transparency between the groups, making this vast organization even more difficult to manage. It further undermines support for the Joint function, which is a cost center and not a revenue generator like the other two areas. But, the Joint functions need to work well for the overall health of the organization; without billing, collection, customer service, and all of the other overhead tasks, the LADWP cannot meet its purpose. Fundamentally, the siloed nature of the organization weakens the ability of the organization to establish a core and shared culture of accountability, ethics, collaboration, and excellence.

6. Unchecked Role of General Manager

Somewhat oddly, the General Manager is treated as a kind of celebrity at the Department, with limited checks and balances and lots of feigned obsequiousness. The General Manager holds unilateral authority to appoint people to various positions within the organization. He or she can surround themselves with individuals who parrot their directives. The General Manager can also take those positions away and sideline individuals, giving them what some employees referred to as “window seats.” All of this creates a “yes” person environment and provides little incentive for speaking up or pushing back against the General Manager.



7. Poor Contract Management Systems

[Redacted]

[Redacted]

8. Unrealized Potential of the Office of Public Accountability

The OPA and Ratepayer Advocate (“RPA”) have strong relationships with staff and knew that many were very concerned by Paradis’ role and contracts. They also were alarmed by Paradis’ role as a project manager and his use of Bender to create urgency and fear, including by the writing of Bender’s reports. They were also shocked by the proposal to use Aventador, the quick approval of this contract, and the \$30 million price tag. Unfortunately, they did not raise these concerns to the Board in a clear and coherent way. [Redacted]

[Redacted] But, at least one Board member relied on the fact that the Ratepayer Advocate did not question the Aventador Contract in voting to approve it.

The RPA has a unique independent role granted by the City Charter and they should fully embrace their role in raising issues of concern.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

II. INVESTIGATION

We were asked to investigate the facts surrounding the misconduct of Paul Paradis, David Wright, and David Alexander, including evaluating issues of Department culture, management, governance, and accountability. In addition to determining what occurred, our aim was to identify the systemic failures and gaps that allowed the malfeasance to begin and persist for more than four years.

Interviews. In total we interviewed 38 people: 19 current employees, 9 former employees, 4 former Board members, all current Board members as of June 1, and 2 people in the Office of Public Accountability. All of the Department's current employees for which we requested interviews made themselves available. For the most part, interviewees were forthcoming and spoke candidly.

The majority of interviewees participated in a 90-minute to 2 hour interview. However, select interviewees occupying significant roles in the Department, or who formerly occupied significant roles, participated in one or multiple interviews lasting several hours.

Documents. LADWP also provided access to all of the documents we requested. We reviewed approximately 60,000 documents, including tens of thousands of Department emails; meeting invitations; organization charts; Board agendas, minutes and video tape; job histories of select individuals; various Department policies and procedures; major contracts, including contracts with PLG, Aventador, Ardent, and Oracle, and related task orders, as applicable; invoices issued by PLG, Ardent, Oracle and Aventador; Ratepayer Advocate Reports; ethics complaints and communications; filings associated with Paradis' bankruptcy proceedings; federal indictment and sentencing filings; various *Jones v. City* filings and hearings; various *City v. PwC* filings and hearings; select depositions taken in *City v. PwC* ; the Class Action Settlement Agreements; and badge swipe data for PLG and Aventador employees, among other documents.



[Redacted]

C. City Attorney Failure

[Redacted]
The City Attorneys failed to recognize inappropriate conduct or turned a blind-eye;
[Redacted]
they abdicated their duty to protect the organization by asking the hard questions and enforcing ethical rules when others are unable to do so.

1. Lack of Legal Oversight

Despite the significance of—and scrutiny surrounding—the PwC and billing cases, the CAO did not provide effective oversight of these cases.
[Redacted]

[Redacted]

[Redacted]

[Redacted]

[REDACTED]

[REDACTED]

b. Billing Class Actions

The facts on the Billing Class Actions are much worse and have been extensively discussed. No attorney should have approved the patently unethical “white knight” proposal.

[REDACTED]

[REDACTED]

The City had hired outside counsel, the Liner firm, to run the Billing Class Actions. The CAO should have made sure the Liner firm handled this work without interference or involvement by Paradis. The Liner Firm, not Paradis, should have negotiated a settlement with all of the plaintiffs’ counsel, protecting LADWP’s interests. The Liner Firm should have overseen the Department’s settlement remediation efforts with oversight by the COA [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Bender. The CAO also knew that Bender was not an “independent” court monitor. Months before he was approved by the court, Bender had been meeting with LADWP personnel and Paradis. The CAO should have required this disclosure. Likewise, Bender regularly (and Landskroner sometimes) met with LADWP personnel without counsel present.⁴³¹ Indeed, Bender set up shop at LADWP. Similarly, the CAO was aware that Paradis prepared materials for Bender to present to other class counsel under the guise Bender created them himself. This should never have been tolerated.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. Aventador Contract

The CAO also should have stepped in to stop, or at least to slow down, the Aventador Contract. The CAO knew that there was no urgency in the settlement work that needed to be completed in June 2017. They also should have known that Paradis was not actually doing the necessary work so staff and the Liner firm could have handled it without any need for an emergency Aventador Contract. The idea that settlement remediation “Project Management” work would cost another \$30 million should also have raised serious questions. Indeed, a \$30 million contract with a newly formed company—for services already being performed by Oracle—raised red flags for many Department employees. The Aventador Contract was also placed on the Board’s agenda just two weeks after Wright tasked Stevener and Brajevich with drafting the contract—a “lightning-fast turnaround,” which itself should have raised concerns.

General Counsel was further aware of Williams’ significant objections to the contract and unwillingness to sign off, which General Counsel should have raised with the Board at least in an executive session.

To the extent the General Counsel knew the Aventador Contract was a fig leaf for a cybersecurity contract, which is unclear, the General Counsel should have called this out to the Board and strongly advised that this was illegal.

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

[REDACTED]

■ [REDACTED]

Exhibit No. 3

1 Michael N. Feuer (State Bar No. 111529)
City Attorney
2 mike.feuer@lacity.org
Kathleen A. Kenealy (State Bar No. 212289)
3 Chief Deputy City Attorney
kathleen.kenealy@lacity.org
4 **LOS ANGELES CITY ATTORNEY'S
OFFICE**
5 221 N. Figueroa Street, Suite 1000
Los Angeles, California 90012
6 *Attorneys for Plaintiff City of Los Angeles*

Guy C. Nicholson (State Bar No. 106133)
gnicholson@bgrfirm.com
**BROWNE GEORGE ROSS
O'BRIEN ANNAGUEY & ELLIS LLP**
2121 Avenue of the Stars, Suite 2800
Los Angeles, California 90067
Telephone: (310) 274-7100
Facsimile: (310) 275-5697
Attorneys for Plaintiff City of Los Angeles

7 Michael A. Jones, State Bar #27311
Cody D. Vandewerker, State Bar #33385
8 **ALLEN BARNES & JONES, PLC**
1850 N. Central Ave., Suite 1150
9 Phoenix, Arizona 85004
Telephone: (602) 256-6000
10 Facsimile: (602) 252-4712
mjones@allenbarneslaw.com
11 cvandewerker@allenbarneslaw.com
Attorneys for Plaintiff City of Los Angeles

12
13 **UNITED STATES BANKRUPTCY COURT**
14 **DISTRICT OF ARIZONA**

15 In re:

Chapter 7

16 PAUL OLIVA PARADIS,
17 Debtor.

Case No. 2:20-bk-06724-PS

18 CITY OF LOS ANGELES,

Adv No. 2:21-ap-00171-PS

19 Plaintiff,

20 v.

**AMENDED COMPLAINT TO
DETERMINE DISCHARGEABILITY
OF DEBT PURSUANT TO 11 U.S.C.
§§ 523(a)(2)(A), (a)(4), and (a)(6)**

21 PAUL OLIVA PARADIS,

22 Defendant/Debtor.

23 Plaintiff, the City of Los Angeles, alleges:

24 **PARTIES, JURISDICTION AND VENUE**

25 1. This Amended Complaint is brought pursuant to Rules 4007 and 7001 of
26 the Federal Rules of Bankruptcy Procedure. As alleged herein below, by this action

1 Plaintiff seeks a judgment that the Debtor’s indebtedness to Plaintiff is non-
2 dischargeable under 11 U.S.C. §§ 523(a)(2)(A), (a)(4), and (a)(6).

3 2. Plaintiff the City of Los Angeles (“**City**”) is, and at all times mentioned
4 herein was, a municipal corporation acting by and through its Department of Water and
5 Power (“**LADWP**”).

6 3. Debtor Paul O. Paradis (“**Paradis**”) is an individual who now resides in
7 Maricopa County, Arizona.

8 4. Paradis is the debtor in Chapter 7 bankruptcy case no. 2:20-bk-06724-PS
9 (“**Paradis Case**”), initiated on June 3, 2020 and pending before this Court.

10 5. Paradis is also the sole owner and managing member and owner of Ardent
11 Cyber Solutions LLC f.k.a. Aventador Utility Solutions, LLC (“**Ardent**” or
12 “**Aventador**”). Ardent is the debtor in Chapter 7 bankruptcy case no. 2:20-bk-06722-PS
13 (“**Ardent Case**”), initiated on June 3, 2020 and pending before this Court.

14 6. On November 29, 2021, Paradis plead guilty to federal charges of
15 conspiracy, honest services fraud, and bribery. In connection with his sworn plea,
16 Paradis admitted, among other things, he “devised, participated in, and executed a
17 scheme to defraud LADWP ratepayers” with the “intent to obtain money and property
18 by means of materially false and fraudulent pretenses, representations and promises, to
19 wit, by using [Wright]’s position as General Manager of LADWP to enrich both
20 defendant Paradis and [Wright] through procurement of a \$30,000,000 no-bid LADWP
21 contract for a company which . . . Paradis had an overt financial interest.” Plea
22 Agreement for Defendant Paul O. Paradis (“**Paradis’ Plea**”), attached as **Exhibit A** at
23 pp. 31-32; *see also United States v. Alexander*, 543 F.3d 819, 824 (6th Cir. 2008) (taking
24 judicial notice of defendant’s criminal history records that were maintained online with
25 state offender tracking systems); F. R. Evid. 201(b), (c)(1) (“A judicially noticed fact
26 must be one not subject to reasonable dispute,” including facts “capable of accurate and

1 ready determination by resort to sources whose accuracy cannot reasonably be
2 questioned,” and “[t]he court may take judicial notice on its own.”).¹

3 7. On January 28, 2022, Paradis attended a hearing before the U.S. District
4 Court for the Central District of California where he plead guilty to the charges stated in
5 the Paradis’ Plea, and he attested to the accuracy and truth of the factual statements in
6 the Paradis’ Plea. Paradis Hearing Transcript at p. 15, attached as **Exhibit B**. The
7 Central District found Mr. Paradis guilty, incorporated the Paradis’ Plea into the record,
8 and will conduct Mr. Paradis’ sentencing hearing on July 19, 2022. Paradis Hearing
9 Transcript at pp. 27-28.

10 8. On December 6, 2021, David H. Wright (“**Wright**”), the terminated
11 General Manager of LADWP, plead guilty to federal charges of conspiracy, honest
12 services fraud, and bribery, among other things. In connection with his plea, Wright
13 admitted Paradis’ bribery arrangement with him whereby in exchange for working with
14 Paradis’ fraudulent scheme to defraud the LADWP in connection with obtaining the
15 Aventador Contract, Wright was to receive significant future financial benefits,
16 including a future financial interest in Aventador and a job as CEO of Aventador with an
17 annual salary of approximately \$1,000,000. *See* Plea Agreement for David H. Wright
18 (“**Wright Plea**”), attached as **Exhibit C**.

19 9. On January 25, 2022, Wright attended a hearing before the U.S. District
20 Court for the Central District of California where he plead guilty to the charges stated in
21 the Wright Plea, and he attested to the accuracy and truth of the factual statements in the
22 Wright Plea. Wright Hearing Transcript at p. 14, attached as **Exhibit D**. The Central
23 District found Wright guilty, incorporated the Wright Plea into the record, and will
24

25 ¹ In all quotations from the Paradis Plea, Wright Plea, and Alexander Plea, all references to “defendant” before the
26 individuals’ names have been removed to avoid confusion in this Amended Complaint. And, all citations and
quotations in this Amended Complaint from the Paradis Plea, Wright Plea, and Alexander Plea are plead by the
City upon information and belief.

1 conduct Wright’s sentencing hearing on April 26, 2022. Wright Hearing Transcript at p.
2 24.

3 10. On December 13, 2020, David F. Alexander (“**Alexander**”), former
4 Chief Information Security Officer of LADWP, signed a plea agreement with the
5 Government where he provided significant detail regarding his work with Paradis to
6 improperly influence the LADWP request for proposal process in Ardent’s favor. *See*
7 Plea Agreement for David F. Alexander (“**Alexander Plea**”), attached as **Exhibit E**.

8 11. On February 8, 2022, Alexander attended a hearing before the U.S. District
9 Court for the Central District of California where he plead guilty to making false
10 statements in violation of 18 U.S.C. § 1001(a)(2), and he attested to the accuracy and
11 truth of the factual statements in the Alexander Plea. Alexander Hearing Transcript at p.
12 13, attached as **Exhibit F**. The Central District found Alexander guilty, incorporated the
13 Alexander Plea into the record, and will conduct Alexander’s sentencing hearing on June
14 7, 2022. Alexander Hearing Transcript at p. 25, 27.

15 12. This is a core proceeding and this Court has jurisdiction over this action
16 pursuant to 28 U.S.C. § 157(b)(2).

17 13. Venue is proper pursuant to 28 U.S.C. § 1409.

18 **FACTS COMMON TO ALL COUNTS**

19 14. The focus of this lawsuit is the manner in which consulting contracts were
20 awarded to Aventador. Specifically, while purporting to act in the City’s best interests,
21 Paradis led a fraudulent criminal scheme to, among other things, bribe City officials and
22 improperly influence the City to award a \$30 million no-bid consulting contract to his
23 wholly owned entity, Aventador, on an expedited basis (“**Aventador Contract**”).
24 Moreover, after a California state court ordered that the City not make any further
25 payments to Paradis or any Paradis’ controlled entities, Paradis defrauded the City by
26 providing it with a false declaration regarding the alleged sale of his ownership of

1 Aventador and how he would have no further involvement with the company, which
2 later changed its name to Ardent. With Ardent still under Paradis' ownership and
3 control, Paradis proceeded to coerce a City official into assisting him with pursuing
4 lucrative contracts with the City for Ardent. Therefore, Paradis violated California
5 Government Code section 1090 (conflicts of interest in government contracting), which
6 independently also constituted a violation of California Government Code sections
7 12650 *et seq.*, as a matter of law.

8 15. In 2010, the City, through its Department of Water and Power retained
9 PricewaterhouseCoopers, LLP ("**PwC**") to modernize and implement its Customer Care
10 and Billing System ("**CC&B System**"). The new CC&B System went "live" in
11 September 2013. Unfortunately, the new CC&B System had a number of defects
12 resulting in, among other things, inaccurate and untimely bills.

13 16. At all times relevant to the events alleged herein, Paradis was an attorney
14 at law licensed to practice in the State of New York and, on information and belief, the
15 sole owner of Paradis Law Group, PLLC ("**PLG**"). The City retained PLG as special
16 counsel, to investigate and, if warranted, commence litigation against PwC. Litigation
17 was filed against PwC in the lawsuit known as *The City of Los Angeles v.*
18 *PricewaterhouseCoopers, LLP*, Los Angeles Superior Court Case No. BC574690
19 ("**PwC Action**").

20 17. The CC&B System deficiencies resulted in the filing of multiple class
21 action lawsuits against the City by ratepayers alleging, *inter alia*, that they had been
22 overbilled for utility services. One of those lawsuits, filed in April 2015, was known as
23 *Antwon Jones v. The City of Los Angeles*, Los Angeles Superior Court Case No.
24 BC577267 ("**Jones Action**").

25 18. The Jones Action was settled in or about August 2015. Among other
26 settlement terms, the City voluntarily agreed to take the actions necessary to remediate

1 defects in the CC&B System to ensure ratepayers would receive accurate invoices for
2 water and power.

3 **Self-Dealing and Violation of Cal. Gov't Code 1090**

4 19. Section 1090 of the California Government Code strictly prohibits certain
5 individuals from participating in the award of a government contract in favor of any
6 entity in which that individual has a financial interest. Contracts violating Section 1090
7 are void.

8 20. Per the settlement agreement in the Jones Action (“**Jones Settlement**
9 **Agreement**”), the City willingly agreed, among other terms, to correct system defects
10 within 18 months and to the appointment of a billing system monitor to, among other
11 tasks, validate the queries developed to identify potential class members and the
12 amounts owed to each. The Court in the Jones Action appointed Paul Bender of Bender
13 Consulting, Inc. as the Independent CC&B System Monitor (“**Independent Monitor**”).

14 21. On or about October 20, 2015, the City through the LADWP Board of
15 Water and Power Commissioners (“**Board**”) approved a contract with PLG (“**PLG**
16 **Management Contract**”) pursuant to which PLG would be paid up to \$1.3 million to
17 provide certain “project management services” relating to the CC&B System such as,
18 among other services:

19 (a) oversight of the “CC&B System and software contracts to
20 remediate the current billing system, and recommend”
21 continuous system improvements,

22 (b) “[d]evelopment of internal guidelines and procedures to
23 identify, escalate, and manage future complex customer
24 billing increases”, and

25 (c) “assist in the development of requirements for a Chief
26 Project Manager to direct the Project Management

1 Organization (PMO), support with selection from a
2 nationwide recruiting campaign, and arrange the transition of
3 project management duties to the new Chief Project
4 Manager.”

5 22. Under the PLG Management Contract, Paradis appointed himself as lead
6 Project Manager.

7 23. Through his work for the City, including litigating the City v. PwC case,
8 Paradis developed specialized knowledge regarding LADWP’s billing system. *See*
9 Paradis’ Plea, Attachment A Factual Basis ¶ 35.

10 24. As part of the Independent Monitor’s duties, the Court in the Jones Action
11 required the Independent Monitor to file periodic reports with the Court describing,
12 among other things, LADWP’s progress its remediation efforts and the benchmarks
13 contained in the Jones Settlement Agreement.

14 25. Unbeknownst to the Board, Paradis drafted nearly all of the Independent
15 Monitor’s reports to the Court. *See* Paradis’ Plea, Attachment A Factual Basis ¶ 40.

16 **b. Paradis’ Bribery of Wright to Secure the Aventador Contract**

17 26. In or around early 2017, Paradis formed Aventador intending to secure a
18 lucrative no-bid contract with LADWP that would include, among other work,
19 remediation services as well as cyber- related services. *See id.* ¶¶ 43-44; Wright Plea,
20 Attachment A Factual Basis ¶ 4-5.

21 27. In February 2017, Paradis and Wright, then the General Manager of
22 LADWP, began their scheme where Wright would work to ensure that the LADWP
23 Board awarded a contract to Aventador. *See* Paradis’ Plea, Attachment A Factual Basis
24 ¶ 44; Wright Plea, Attachment A Factual Basis ¶ 4-5. In exchange, Paradis would
25 provide Wright with significant benefits, including: (1) the title of Chief Executive
26 Officer of Aventador upon Wright’s retirement from LADWP; (2) an approximately

1 \$1,000,000 annual salary upon joining Aventador; (3) a new Mercedes SL 550 as
2 Wright's company car; and (4) potentially, a signing bonus. *See id.*

3 28. In May 2017, Paradis and Wright drafted the Independent Monitor's
4 periodic report to the Court in the Jones Action with the primary goal of providing
5 Wright with support for the LADWP Board's vote to award the \$30,000,000 no-bid
6 contract to Aventador. *See* Paradis' Plea, Attachment A Factual Basis ¶¶ 46-47; *see also*
7 Wright Plea, Attachment A Factual Basis ¶ 10.

8 c. **Paradis and Wright Work to Ensure the LADWP's Support for**
9 **the Aventador Contract**

10 29. In May and June 2017, Paradis and Wright worked together to position
11 Aventador to secure the \$30,000,000 no-bid contract with LADWP by, among other
12 things: editing drafts of a letter that was ultimately sent to the LADWP Board
13 summarizing the purpose and terms of the proposed Aventador contract and explaining
14 why alternatives to awarding the contract on a no-bid basis were unsatisfactory,
15 preparing and refining Wright's oral and written presentation to the LADWP Board
16 touting the Aventador contract, strategizing to remove impediments to Aventador
17 receiving the contract, omitting Paradis' ownership of Aventador from Wright's oral and
18 written presentation, and Wright worked to convince LADWP Board members to vote in
19 favor of the contract in favor of Aventador. *See* Paradis' Plea, Attachment A Factual
20 Basis ¶ 48; *see also* Wright Plea, Attachment A Factual Basis ¶¶ 13-18.

21 30. On June 6, 2017, the LADWP Board met to consider the Aventador
22 contract. During his presentation to the LADWP Board immediately before the vote,
23 Wright cited the Independent Monitor's report drafted by Paradis, told the LADWP
24 Board that LADWP could not meet its obligations under the *Jones v. City* settlement
25 agreement unless it contracted with Aventador, and conveyed a sense of urgency to
26

1 approve the Aventador contract. *See* Paradis’ Plea, Attachment A Factual Basis ¶ 49;
2 *see also* Wright Plea, Attachment A Factual Basis ¶ 20.

3 31. Wright did not disclose to the LADWP Board, that Wright had solicited,
4 and Paradis had agreed to give Wright, an annual salary of approximately \$1,000,000, a
5 luxury company Mercedes, and the title of Aventador’s CEO once Wright retired from
6 LADWP. *See id.*

7 32. Relying on the Independent Monitor’s report that Paradis prepared, the
8 written materials that Wright and Paradis prepared, and Wright’s presentation that
9 Paradis prepared with Wright, in or about June 2017, the Board approved entering into
10 the aforementioned sole-source agreement with Aventador awarding it a three-year \$30
11 million contract. *See* Paradis’ Plea, Attachment A Factual Basis ¶ 49; *see also* Wright
12 Plea, Attachment A Factual Basis ¶ 21.

13 33. The June 2017 Board materials related to awarding Aventador the contract
14 stated, among other things, that:

15 Significantly, the Monitor informed the Court of the
16 Monitor’s belief that “LADWP lacks well-qualified IT
17 project management personnel and the Department therefore
18 lacks the capability required to successfully manage very
19 large scale IT implementation projects.” The Monitor further
20 informed the Court that, “because the Department lacks these
21 internal resources, it must procure such services on a
22 contracted basis and, in the past, has often failed to do so.”

23 . . . This proposed contract is also intended to ameliorate any
24 concerns the Monitor may have concerning “LADWP’s (i)
25 lack of well-qualified IT project management personnel and
26 (ii) prior failures to procure such services on a contracted
basis.

23 **d. Paradis and Wright Expand their Aventador Scheme**

24 34. During the remainder of 2017, throughout 2018, and into early 2019,
25 Wright continued to collaborate with Paradis to build and market Aventador, and to seek
26

1 additional lucrative business opportunities for Aventador. Wright Plea, Attachment A
2 Factual Basis ¶ 23.

3 35. In reaffirming his commitment to secretly lobby for Aventador during his
4 remaining tenure at LADWP, Wright requested a substantial sign-on bonus from Paradis
5 and an increase in his ownership position. *See id.* ¶ 32.

6 36. Because he could not receive money for his work for Aventador while at
7 LADWP, Wright and Paradis discussed compensation to Wright with retroactive money
8 after he retired from LADWP. *Id.* In discussing this illicit payment arrangement,
9 Wright referred to Paradis as his “ATM,” or “automatic teller machine.” *Id.*

10 37. To further implement and conceal their bribery scheme, Paradis and
11 Wright used burner phones, “secure laptops”, Paradis provided Wright with an
12 Aventador email address to use, and Paradis conducted an orchestrated “dead drop”
13 encounter so that Wright could secretly obtain his wiped phone and a burner phone from
14 Paradis. *Id.* ¶ 23, 30.

15 **e. Termination of the Aventador Contract**

16 38. During a public hearing in the PwC and Jones Actions on March 4, 2019,
17 the California State Court (“**State Court**”) inquired of Jack Landskroner, counsel for the
18 Jones class, whether he had shared any portion of the attorneys’ fees (in excess of \$10
19 million) paid by the City to his law firm as part of the Jones settlement with any attorney
20 representing the City. Landskroner asserted his Fifth Amendment rights and refused to
21 respond to the State Court’s inquiry.

22 39. Consequently, the State Court entered an order, without objection from the
23 City, prohibiting the City from making any further payments to Paradis or to any entity
24 in which he held an interest (which included Aventador) (“**State Court Order**”).

25 **Exhibit G** at p. 2.

26 ///

1 47. In his Bankruptcy Schedules, executed under penalty of perjury, Paradis
2 revealed that he supposedly sold his membership interest in Aventador to Ryan Clarke in
3 exchange for “an antique coin valued at \$1,057.00.” Paradis Case ECF No. 1 at p. 61.

4 48. Several months after the sale of Aventador to Clarke, Paradis (in his
5 words) “reversed” this purported transaction, once again becoming Ardent’s (f.k.a.
6 Aventador) sole owner and managing member. *See* Paradis Case ECF No. 1 at p. 61;
7 *see also* Ardent Case ECF No. 17 at p. 20 (listing Paradis as Ardent’s managing
8 member).

9 49. As the managing member of Ardent (f.k.a. Aventador), Paradis executed
10 the Bankruptcy Schedules in the Ardent Case also under penalty of perjury, which state,
11 among other things, Paradis owns Ardent as its sole member and serves as its managing
12 member. *See* Ardent Case ECF No. 17 at pp. 1, 21, and 22.

13 50. According to Ardent’s Bankruptcy Schedules, in December 2019, Paradis
14 took a draw of \$1,500 from Debtor. *Id.* at p. 20.

15 **g. Paradis Manipulates Two Bidding Processes to Help Secure**
16 **LADWP Contracts for Ardent**

17 51. From May 29, 2017 until February 25, 2019, Alexander was the Chief
18 Information Security Officer of LADWP. *See* Alexander Plea, Attachment A Factual
19 Basis ¶ 2. From February 25, 2019 until on or about August 12, 2019, Alexander was
20 the Chief Cyber Risk Officer of LADWP. *See id.*

21 52. Beginning in 2017, Alexander developed a professional relationship with
22 Paradis. *See id.* ¶ 3.

23 53. At all relevant times, the Southern California Public Power Authority
24 (“SCPPA”) was a collective group of eleven municipal utilities that included LADWP.
25 *See id.* ¶ 5.

26 ///

1 Paradis Declaration.

2 61. It was critically important to the City that Paradis' statements in the
3 Paradis Declaration were true and that the City could rely on such statements to comply
4 with the State Court Order, and the City did rely on such statements in proceeding with
5 the Ardent Contract.

6 62. The City ultimately paid Ardent the amount of \$1,777,775 under the
7 Ardent Contract.

8 63. As discussed herein, through the statements on Ardent's Bankruptcy
9 Schedules and the Alexander Plea, the City has discovered that Paradis' statements in
10 the Paradis Declaration were false.

11 64. Contrary to the sworn statements in the Paradis Declaration, at all times
12 relevant to the events alleged herein, Ardent was, and to this day is, wholly owned and
13 controlled by Paradis. The City would not have entered into the Ardent Contract had it
14 been aware of the Paradis' false statements in the Paradis Declaration.

15 **h. The LADWP RFP Process**

16 65. On June 17, 2019, LADWP issued the LADWP RFP for the award of a
17 three-year, \$82.5 million Cybersecurity Consulting Services contract. *See* Alexander
18 Plea, Attachment A Factual Basis ¶ 14. State and local laws and regulations required the
19 LADWP RFP process to be a fully competitive, neutral, and transparent process in order
20 to ensure fair competition amongst the vendors and to ensure that LADWP acquired the
21 services of a qualified vendor that satisfied its requisite criteria. *See id.*

22 66. Alexander was one of seven members of the evaluation committee that
23 was responsible for reviewing the proposals submitted in response to the LADWP RFP,
24 and he signed a sworn nondisclosure agreement that he would not discuss their scoring
25 on the proposals with anyone. *See id.* ¶ 15.

26 ///

1 Paradis gave, offered and agreed to give financial benefits to [Wright], including a future
2 financial interest in Aventador, the promise of a future job as the CEO of Aventador
3 with an annual salary of approximately \$1,000,000, and related perquisites, meals,
4 travel, and event tickets, intending to influence and reward [Wright] in connection with a
5 \$30,000 no-bid LADWP contract award to Aventador, including in: (1) generating and
6 submitting a Board Letter intended to support a vote by the LADWP Board in favor of
7 Aventador's contract; (2) meeting and conferring with individual LADWP Board
8 members to advocate on behalf of the Aventador contract and solicit the Board
9 members' votes; (3) preparing and delivering a presentation to the LADWP Board
10 asserting that there were no viable alternatives to the Aventador contract, that the need
11 for Aventador's services was dire and immediate, and urging the Board to vote in favor
12 of the contract; (4) exerting pressure on LADWP Board members and other LADWP
13 City officials and employees to influence the approval process of the Aventador
14 contract." Paradis' Plea, Attachment A Factual Basis ¶ 70.

15 **PARADIS' VIOLATION OF CALIFORNIA GOVERNMENT CODE 1090**

16 84. By reason of his advice and participation, on the LADWP's behalf, in the
17 process by which the Board ultimately decided to award the Aventador Contract and
18 Ardent Contract, Paradis was temporarily performing a public function and therefore,
19 violated section 1090 of the California Government Code strictly prohibiting such
20 individuals from participating in the award of a government contract in favor of any
21 entity in which that individual has a financial interest.

22 85. Moreover, at all relevant times, Wright and Alexander were performing a
23 public function for the City, and their concealed respective financial interests in the
24 Aventador and Ardent Contracts were additional violations of section 1090 of the
25 California Government Code.

26 ///

///

{00347070 2}

-18-

1 90. As set forth herein and admitted by Paradis in the Paradis' Plea, Paradis'
2 actions against the City were performed with an intentional and culpable state of mind.
3 *See* Paradis' Plea, Attachment A Factual Basis ¶¶ 31-32 and 67-70.

4 91. As a result and as set forth herein, observing the corporate form to shield
5 Paradis from individual liability for the damages caused by him and Aventador/Ardent
6 to the City would sanction a fraud and/or promote other injustice.

7 **FIRST CLAIM FOR RELIEF**

8 **(Section 523(a)(2)(A) – Debt Obtained Through Fraud,**
9 **False Pretenses, and False Representation)²**

10 92. The City realleges and incorporates by reference all preceding paragraphs
11 of this Complaint as through fully set forth herein.

12 93. As set forth herein and admitted by Paradis in the Paradis' Plea, Paradis,
13 with intent to defraud, devised, participated in, and executed a scheme to defraud the
14 City with the intent to obtain money by means of materially false and fraudulent
15 pretenses, representations, and promises to City officials to enrich himself through the
16 procurement of the \$30 million no-bid Aventador Contract and the Ardent Contract,
17 while concealing material information from the City, including his overt financial
18 interests in the Aventador Contract and the Ardent Contract. *See* Paradis' Plea,
19 Attachment A Factual Basis ¶¶ 31-32 and 67-70.

20 **a. Aventador Contract**

21 94. As set forth, among other sections, in paragraph nos. 5-7, 14, 42, and 64
22 herein, Paradis obtained at least \$21.9 million (“**Aventador Funds**”) from the City
23

24 ² “As the statute is framed in the disjunctive, while a plaintiff asserting a § 523(a)(2)(A) claim must demonstrate
25 that property was obtained by false pretenses, a false representation, or actual fraud, a showing of only one of the
26 three offending conducts is required.” *In re Begun*, 136 B.R. 490, 494 (Bankr. S.D. Ohio 1992) (citation omitted).
Here, the City is pursuing its § 523(a)(2)(A) claim against Paradis under fraud, and, in the alternative, false
pretenses or false representation.

1 related to the Aventador Contract, by and through his wholly owned entity Aventador.

2 95. As set forth, among other sections, in paragraph nos. 5-7, 14, 25-37, 42,
3 64, 79-83, and 88 herein, Paradis had an overt financial interest in the Aventador
4 Contract and intended to enrich himself through the Aventador Contract.

5 96. As set forth herein, Paradis, by and through his wholly owned entity
6 Aventador, obtained the Aventador Contract and the resulting Aventador Funds from the
7 City by Paradis' fraud, false pretenses, and false representations to the City.

8 97. As set forth, among other sections, in paragraph nos. 6-9, 14, 25-37, and
9 79-83 herein, Paradis made false material representations and false pretenses to the City.

10 98. As set forth, among other sections, in paragraph nos. 6-9, 14, 25-37, 79-83,
11 and 88-90 herein, Paradis knew that his false representations and false pretenses to the
12 City were false.

13 99. As set forth, among other sections, in paragraph nos. 6-9, 14, 25-37, 79-83,
14 and 88-90 herein, Paradis made the false representations and false pretenses to the City
15 with the intention and purpose of deceiving the City.

16 100. As set forth, among other sections, in paragraph nos. 6-9, 14, 25-37, 79-83,
17 and 88-90 herein, herein, the City relied on Paradis' false representations and false
18 pretenses.

19 **b. Ardent Contract**

20 101. As set forth, among other sections, in paragraph nos. 5, 10-11, 14, and 44-
21 78 herein, Paradis obtained at least \$1,777,775 ("**Ardent Funds**") from the City related
22 to the Ardent Contract, by and through his wholly owned entity Ardent (formerly known
23 as Aventador).

24 102. As set forth, among other sections, in paragraph nos. 5, 10-11, 14, 44-78,
25 and 88 herein, Mr. Paradis had an overt financial interest in the Ardent Contract and
26 intended to enrich himself through the Ardent Contract.

1 103. As set forth herein, Paradis, by and through his wholly owned entity
2 Ardent, obtained the Ardent Contract and the Ardent Funds from the City as a result of
3 Paradis' fraud, false pretenses, and false representations to the City.

4 104. As set forth, among other sections, in paragraph nos. 5, 10-11, 14, and 44-
5 78 herein, Paradis made false material representations and false pretenses to the City.

6 105. As set forth, among other sections, in paragraph nos. 5, 10-11, 14, 44-78,
7 and 88-90 herein, Paradis knew that his false representations and false pretenses to the
8 City were false.

9 106. As set forth, among other sections, in paragraph nos. 5, 10-11, 14, 44-78,
10 and 88-90 herein, Paradis made the false representations and false pretenses to the City
11 with the intention and purpose of deceiving the City.

12 107. As set forth, among other sections, in paragraph nos. 5, 10-11, 14, 44-78,
13 and 88-90 herein, the City relied on Paradis' false representations and false pretenses.

14 **c. Damages**

15 108. The City has suffered damages as a direct and proximate result of its
16 reliance on Paradis' fraud, false representations, and false pretenses related to the
17 Aventador Contract and the Ardent Contract. The City is entitled to a non-dischargeable
18 judgment against Paradis for damages in an amount, according to proof, which has not
19 been fully ascertained but which the City is informed and believes, and thereon alleges,
20 will be in excess of \$23,677,775, exclusive of interest.

21 109. Accordingly, the City is entitled to a judgment determining that the City's
22 debt is non-dischargeable against Paradis under 11 U.S.C. § 523(a)(2)(A).

23 ///

24 ///

25 ///

26 ///

1 **SECOND CLAIM FOR RELIEF**

2 **(Section 523(a)(4) – Fraud/Defalcation While**

3 **Acting in a Fiduciary Capacity)**

4 110. The City realleges and incorporates by reference all preceding paragraphs
5 of this Complaint as through fully set forth herein.

6 111. As set forth, among other sections, in paragraph nos. 6-7, 14-33 and 44-89
7 herein, at all times material to the events alleged in this Complaint, a fiduciary
8 relationship of trust and confidence existed between the City and Paradis by reason of
9 Paradis performing, on a temporary basis, a public function.

10 112. As set forth, among other sections, in paragraph nos. 6-7, 10-11, 14, 25-37,
11 44-90 herein, Paradis intentionally breached his fiduciary duties by committing the acts
12 and wrongs alleged in this Complaint which, in turn, allowed Paradis to illegally
13 abscond with millions of dollars in public funds while at all times falsely purporting to
14 act in the best interests of the City.

15 113. As set forth, among other sections, in paragraph nos. 6-7, 10-11, 14, 25-37,
16 44-90 herein, Paradis has intentionally or recklessly failed to account for the public
17 funds taken under false pretenses from the City, or otherwise in violation of California
18 law, which therefore, caused the City to suffer damages and entitles it to a judgment
19 determining that the debt owing to the City is non-dischargeable under 11 U.S.C §
20 523(a)(4) by reason of Paradis' fraud or defalcation while acting in a fiduciary capacity.

21 114. In the alternative, as set forth in Claim One of this Complaint, the City has
22 suffered damages as a result of Paradis committing fraudulent acts while temporarily
23 performing a public function ostensibly on the City's behalf.

24 115. Accordingly, the City is entitled to a judgment determining that the City's
25 debt is non-dischargeable for Paradis' fraud or defalcation while acting in a fiduciary
26 capacity under 11 U.S.C. § 523(a)(4).

1 **THIRD CLAIM FOR RELIEF**

2 **(Section 523(a)(6) – Willful and Intentional Injury)**

3 116. The City realleges and incorporates by reference all preceding paragraphs
4 of this Complaint as through fully set forth herein.

5 117. As set forth, among other sections, in paragraph nos. 6-7, 10-11, 14, 25-37,
6 and 44-90 herein, Paradis either had a subjective motive to inflict injury on the City or
7 believed that an injury was substantially certain to occur as a result of his conduct.

8 118. As set forth herein, Paradis’ actions were wrongful because, among other
9 things, they were in violation of the statutes referenced in paragraph nos. 14 and 84-89.

10 119. As set forth, among other sections, in paragraph nos. 6-7, 10-11, 14, 25-37,
11 and 44-90 herein, Paradis’ actions were intentional and deliberate.

12 120. As set forth, among other sections, in paragraph nos. 6-7, 10-11, 14, 25-37,
13 and 44-90 herein, Paradis’ actions necessarily and proximately caused the City’s injury.

14 121. As set forth, among other sections, in paragraph nos. 6-7, 10-11, 14, 25-37,
15 44-83, and 88-90 herein, Paradis’ actions were done without just cause or excuse.

16 122. In the alternative and as alleged in Claims One and Two of this Complaint,
17 under California law, Paradis’ actions constitute, among other things, fraud and breach
18 of fiduciary duty.

19 123. Accordingly, the City has suffered damages as a result of Paradis’ actions,
20 and the City is entitled to a judgment determining that its debt is non-dischargeable for
21 Paradis’ willful and malicious injury pursuant to 11 U.S.C. § 523(a)(6).

22 **WHEREFORE**, the City requests that this Court enter judgment in favor of the
23 City against Paradis as follows:

24 A. Allowing the City’s claim in an amount of no less than \$23,677,775;

25 B. Determining that the City’s claim is not discharged as per 11 U.S.C. §
26 523(a)(2)(A);

1 C. Determining that the City's claim is not discharged pursuant to 11 U.S.C.
2 § 523(a)(4);

3 D. Determining that the City's claim is not discharged pursuant to 11 U.S.C.
4 § 523(a)(6);

5 E. Granting relief from the automatic stay of 11 U.S.C. § 362(a), and any
6 other stays or injunctions in the case, in order for the City to record and enforce a
7 judgment entered pursuant to this Complaint; and

8 F. For such other further relief as the Court deems just and proper.

9 DATED: March 28, 2022.

10 **ELLIS GEORGE CIPOLLONE**
11 **O'BRIEN ANNAGUEY LLP**

ALLEN BARNES & JONES, PLC

12 /s/ Guy C. Nicholson (with permission)
13 Guy C. Nicholson
14 2121 Avenue of the Stars, Suite 2800
15 Los Angeles, California 90067
16 Attorneys for the City of Los Angeles

/s/ MAJ #27311
17 Michael A. Jones
18 Cody D. Vandewerker
19 1850 N. Central Ave. Suite 1150
20 Phoenix, Arizona 85004
21 Attorneys for the City of Los Angeles

22
23
24
25
26

Exhibit No. 4

02/27/2023	Tamerlin J. Godley	Telephone conference with J. Riley regarding strategy and tasks	0.10
02/27/2023	Tamerlin J. Godley	Telephone conference with J. Rile (att.)	0.10
02/27/2023	Tamerlin J. Godley	Review investigation documents and emails regarding same	0.20
02/28/2023	Jennica K. Wragg	Correspondence with P. Hwang, Innovation Driven, J. Carter, J. Yu, E. Farrow and A. Guzman regarding document review for investigation and review documents related thereto	2.90
02/28/2023	Tamerlin J. Godley	Email correspondence with L. Ikegami regarding S. Kwok and investigation	0.10
02/28/2023	Tamerlin J. Godley	Email correspondence with L. Ikegami, J. Yu and T. Simonovski regarding S. Kwok and investigation	0.10
02/28/2023	Tamerlin J. Godley	Email correspondence with J. Yu and T. Simonovski regarding S. Kwok and investigation	0.10
Subtotal: C300 ANALYSIS AND ADVICE			54.90

C400 THIRD PARTY COMMUNICATION

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
02/02/2023	Tamerlin J. Godley	Email correspondence regarding investigation with employment specialist regarding public employee discipline	0.10
02/07/2023	Tamerlin J. Godley	Prepare for and participate in video conference with J. Riley, L. Ikejami, and C. McClain-Hill regarding investigation and next steps	1.70
02/13/2023	Tamerlin J. Godley	Emails with L. Ikegami and C. McClain-Hill regarding investigation and S. Kwok	0.10
02/13/2023	Tamerlin J. Godley	Emails correspondence with L. Ikegami and C. McClain-Hill regarding strategy and tasks for review document production	0.10
Subtotal: C400 THIRD PARTY COMMUNICATION			2.00

Total Hours **122.20**

Exhibit No. 5

04/13/2023	Tamerlin J. Godley	Emails with counsel for A. Rodriguez regarding interview and cancellation of same	0.10
04/13/2023	Tamerlin J. Godley	Emails with E. Farrow regarding interview preparation	0.10
04/13/2023	Tamerlin J. Godley	Review Paradis bankruptcy filing and emails with C. McClain Hill regarding same	0.30
04/13/2023	Tamerlin J. Godley	Review analysis of Aventador and Ardent invoices and emails regarding same	0.10
04/14/2023	Jennica K. Wragg	Document review for investigation	1.10
04/14/2023	Tamerlin J. Godley	Interview scheduling emails	0.10
04/15/2023	Jennica K. Wragg	Prepare interview memorandums	3.00
04/16/2023	Tamerlin J. Godley	Emails regarding interviews	0.10
04/17/2023	Jennica K. Wragg	Correspondence with S. Langlely, Calendaring, J. Grigsby, T. Hogshead, P. Hwang, and J. Yu regarding document review and analysis for investigation and prepare agenda for group meeting concerning investigation status related thereto	2.50
04/17/2023	Jennica K. Wragg	Review documents and prepare analysis for investigation interview and correspondence with T. Godley related thereto	4.00
04/17/2023	Jennica K. Wragg	Weekly group status conference with T. Godley, J. Yu, P. Hwang, and E. Farrow	0.50
04/17/2023	Tamerlin J. Godley	Prepare for interview of S. Desai	0.20
04/17/2023	Tamerlin J. Godley	Interview S. Desai	4.00
04/17/2023	Tamerlin J. Godley	Team meeting regarding strategy and tasks	0.50
04/17/2023	Tamerlin J. Godley	Emails with E. Farrow regarding A. Cummings interview	0.10
04/17/2023	Tamerlin J. Godley	Interview R. Khurana-Carwile	3.00
04/17/2023	Tamerlin J. Godley	Emails with J. Wragg regarding E. Tieman interview	0.10
04/21/2023	Jennica K. Wragg	Prepare witness memorandums	2.00
04/26/2023	Tamerlin J. Godley	Office conference with C. McClain-Hill regarding strategy and tasks	0.50
04/26/2023	Tamerlin J. Godley	Review article on T. Peters filing and emails with C. McClain-Hill regarding same	0.20
Subtotal: C300 ANALYSIS AND ADVICE			78.60
Total Hours			403.20

Exhibit No. 6

PAUL
HASTINGS

THOMAS A. ZACCARO
PARTNER
TEL NO.: (213) 683-6185
thomaszaccaro@paulhastings.com

January 13, 2023

VIA EMAIL (faye.strong@ladwp.com) AND FIRST CLASS MAIL

Faye Strong
Contract Administrator
Department of Water and Power
City of Los Angeles
P.O. Box 51111, Room 1229
Los Angeles, CA 90051-5700

Re: Confidential Government Investigations (Agreement No. 47725A)

Dear Ms. Strong:

Enclosed please find Paul Hastings' invoice 2343653 for fees and costs in the amount of \$71,400.14 incurred in the above-referenced matter for the period ending December 31, 2022. The total amount due is \$122,241.69, which includes a prior balance of \$50,841.55. Please return the remittance copy with your payment.

Please feel free to call me if you have any questions regarding this statement. Thank you.

Very truly yours,



Thomas A. Zaccaro
OF PAUL HASTINGS LLP

TAZ:mm
Enclosure

cc: Accounts Payable Business Unit
Los Angeles Department of Water and Power
P.O. Box 51211, Room 424
Los Angeles, CA 90051-5511

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

January 11, 2023

Please Refer to
Invoice Number: 2343653

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

SUMMARY SHEET

OK TO PAY

Martin L. Adams

General Manager and Chief Engineer

SIGNATURE: 

DATE: 2-9-23

EXTENSION: 7-1320

PO: 47725A 2 WO: AMD88

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002

Thomas A. Zaccaro

Legal fees for professional services
for the period ending December 31, 2022

\$70,149.50

Costs incurred and advanced

1,250.64

Current Fees and Costs Due

\$71,400.14 *HA*

Prior Balance Due

\$50,841.55

Total Balance Due - Due Upon Receipt

\$122,241.69

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashepn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

January 11, 2023

Please Refer to
Invoice Number: 2343653

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

REMITTANCE COPY

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002
Thomas A. Zaccaro

Legal fees for professional services for the period ending December 31, 2022	\$70,149.50
Costs incurred and advanced	1,250.64
Current Fees and Costs Due	\$71,400.14
Prior Balance Due	\$50,841.55
Total Balance Due - Due Upon Receipt	\$122,241.69

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashepn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

REMITTANCE COPY (cont.)

Summary of Prior Balance Due

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Payments/ Trust Appl.</u>	<u>Credits</u>	<u>Balance Due</u>
12/15/2022	2340811	\$50,841.55	\$0.00	\$0.00	\$50,841.55
Total Prior Balance Due					\$50,841.55
Total Balance Due					\$122,241.69

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

January 11, 2023

Please Refer to
Invoice Number: 2343653

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

FOR PROFESSIONAL SERVICES RENDERED
for the period ending December 31, 2022

Confidential Government Investigations

\$70,149.50

C100 FACT GATHERING

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
12/01/2022	Jennica K. Wragg	Telephone conference with T. Godley, J. Yu, P. Cho, P. Hwang and T. Zaccaro regarding investigation next steps	0.30
12/01/2022	Jennica K. Wragg	Telephone conference with T. Godley regarding DWP background and investigation	0.20
12/01/2022	Jennica K. Wragg	Review background materials	1.30
12/01/2022	Jennifer J. Yu	Prepare interview memo of S. Kwok	4.30
12/01/2022	Jennifer J. Yu	Attend meeting with team regarding next steps for investigation	0.50
12/01/2022	Peter Y. Cho	Prepare correspondence to K. McCann regarding document database	0.10
12/01/2022	Peter Y. Cho	Telephone conference with T. Zaccaro, T. Godley, J. Wragg, P. Hwang, and J. Yu regarding investigation	0.50
12/01/2022	Peter Y. Cho	Prepare correspondence to D. Bui regarding document collection	0.10
12/01/2022	Peter Y. Cho	Review and analyze special master report	0.70
12/01/2022	Peter Y. Cho	Review correspondence with K. McCann and D. Bui regarding document collection	0.30
12/01/2022	Peter Y. Cho	Review and analyze cybersecurity timeline	0.10

12/02/2022	Jennica K. Wragg	Review plea agreements and background materials	2.50
12/02/2022	Jennifer J. Yu	Prepare interview memo of S. Kwok	5.80
12/02/2022	Jennifer J. Yu	Attend meeting with vendor regarding potential document collection strategy	0.30
12/02/2022	Peter Y. Cho	Review correspondence with document vendor regarding document review	0.50
12/02/2022	Peter Y. Cho	Review correspondence from K. McCann regarding document database	0.10
12/02/2022	Peter Y. Cho	Prepare multiple correspondence to R. Caruso regarding document collection	0.10
12/02/2022	Peter Y. Cho	Review and analyze S. Kwok interview memorandum	0.60
12/02/2022	Peter Y. Cho	Review correspondence from T. Godley regarding document database	0.10
12/02/2022	Peter Y. Cho	Telephone conference with P. Hwang, D. Bui, and J. Yu regarding document collection	0.30
12/02/2022	Peter Y. Cho	Prepare multiple correspondence to D. Bui regarding document collection	0.10
12/05/2022	Jennica K. Wragg	Review special masters report	2.90
12/05/2022	Jennica K. Wragg	Correspondence with I. Chang and P. Cho regarding interviewee employment dates	0.30
12/05/2022	Peter Y. Cho	Review and analyze investigation work plan	0.30
12/05/2022	Peter Y. Cho	Review multiple correspondence from J. Wragg regarding potential interviewees	0.10
12/05/2022	Peter Y. Cho	Review multiple correspondence from K. McCann regarding custodians	0.10
12/05/2022	Peter Y. Cho	Review multiple correspondence from T. Godley regarding document collection	0.10
12/05/2022	Tamerlin J. Godley	Emails with P. Cho regarding document collection and review	0.10
12/06/2022	Peter Y. Cho	Review multiple correspondence from J. Wragg regarding interviewees	0.10
12/06/2022	Peter Y. Cho	Prepare multiple correspondence to S. Perez regarding emails	0.10
12/06/2022	Peter Y. Cho	Review and analyze Sergio Perez email correspondence	0.80
12/06/2022	Peter Y. Cho	Prepare correspondence to T. Godley and T. Zaccaro regarding emails	0.10

12/07/2022	Peter Y. Cho	Review and analyze employment information regarding interview candidates	0.40
12/07/2022	Peter Y. Cho	Prepare correspondence to J. Wragg, P. Hwang, and J. Yu regarding interview candidates	0.10
12/07/2022	Tamerlin J. Godley	Emails with P. Cho regarding document collection	0.10
12/09/2022	Jennifer J. Yu	Strategize regarding document collection	0.30
12/12/2022	Peter Y. Cho	Review and analyze correspondence from K. McCann regarding database custodians	0.20
12/12/2022	Peter Y. Cho	Review and analyze correspondence from S. Perez regarding document request	0.60
12/12/2022	Peter Y. Cho	Review multiple correspondence from T. Godley regarding investigation matters	0.10
12/12/2022	Peter Y. Cho	Review and analyze investigation plan interview list	0.60
12/12/2022	Peter Y. Cho	Review multiple correspondence from J. Ramallo regarding document production	0.10
12/13/2022	Peter Y. Cho	Review and analyze documents to produce in response to public records act request	0.40
12/14/2022	Peter Y. Cho	Prepare multiple correspondence to P. Hwang, J. Yu, J. Wragg, T. Zaccaro, and T. Godley regarding meeting	0.10
12/14/2022	Peter Y. Cho	Telephone conference with T. Godley regarding investigation	0.20
12/14/2022	Peter Y. Cho	Review correspondence from T. Godley regarding document collection	0.10
12/14/2022	Peter Y. Cho	Telephone conference with T. Godley and K. McCann regarding database	0.20
12/14/2022	Peter Y. Cho	Review correspondence from K. McCann regarding custodians	0.10
12/15/2022	Jennica K. Wragg	Telephone conference with J. Yu and P. Cho regarding document collection next steps	0.60
12/15/2022	Jennifer J. Yu	Attend meeting with P. Cho and J. Wragg to strategize regarding document collection	0.60
12/15/2022	Jennifer J. Yu	Conduct research into CPRA exemptions	3.90
12/15/2022	Peter Y. Cho	Telephone conference with J. Yu and J. Wragg regarding investigation	0.60
12/15/2022	Peter Y. Cho	Review and analyze investigation plan	0.40
12/18/2022	Jennica K. Wragg	Review custodians and relevant time periods and prepare analysis for document collection concerning date ranges	1.20

12/18/2022	Peter Y. Cho	Prepare document collection plan	0.60
12/19/2022	Jennifer J. Yu	Prepare list of proposed search terms and individuals for document collection	0.80
12/19/2022	Peter Y. Cho	Multiple correspondence to P. Hwang, J. Yu, and J. Wragg regarding document collection	0.10
12/19/2022	Peter Y. Cho	Multiple correspondence to T. Godley and T. Zaccaro regarding document collection	0.10
12/19/2022	Peter Y. Cho	Review correspondence from D. Varacchi regarding document database	0.10
12/19/2022	Peter Y. Cho	Revise investigation document collection plan	0.40
12/19/2022	Peter Y. Cho	Correspondence to K. McCann regarding document database	0.10
12/19/2022	Tamerlin J. Godley	Planning for strategy and tasks	0.10
12/20/2022	Jennifer J. Yu	Prepare talking points for oral report on S. Kwok	1.50
12/20/2022	Peter Y. Cho	Review correspondence with vendors regarding document database	0.40
12/20/2022	Peter Y. Cho	Review and analyze documents to produce to records request	0.30
12/20/2022	Peter Y. Cho	Correspondence to D. Varacchi regarding document transfer	0.10
12/20/2022	Peter Y. Cho	Correspondence to T. Godley regarding documents to produce	0.10
12/20/2022	Peter Y. Cho	Correspondence to K. McCann regarding document database	0.10
12/20/2022	Peter Y. Cho	Correspondence to J. Ramallo regarding documents to produce	0.10
12/21/2022	Jennifer J. Yu	Update talking points for oral report on S. Kwok	0.80
12/21/2022	Peter Y. Cho	Review correspondence from T. Godley regarding document collection	0.10
12/21/2022	Peter Y. Cho	Review multiple correspondence from L. Ikegami regarding document collection	0.10
12/21/2022	Tamerlin J. Godley	Revise privilege waiver request for bar and emails regarding same	0.20
12/21/2022	Tamerlin J. Godley	Revise and circulate Talking Points for S. Kwok read out	2.90
12/21/2022	Tamerlin J. Godley	Further revise talking points and circulate same, review of materials for same	1.50

12/22/2022	Peter Y. Cho	Review multiple correspondence from M. Dobi regarding database	0.10
12/22/2022	Peter Y. Cho	Access documents provided by Katie McCann relating to DWP	0.30
12/22/2022	Tamerlin J. Godley	Prepare for and attend readout on S. Kwok investigation	2.00
12/22/2022	Tamerlin J. Godley	Prepare for S. Kwok readout and emails regarding same	0.20
12/27/2022	Peter Y. Cho	Review and analyze employment records	0.50
12/27/2022	Peter Y. Cho	Revise document collection plan for custodians	0.40
12/27/2022	Peter Y. Cho	Review correspondence from L. Ikegami regarding database access	0.10
12/28/2022	Peter Y. Cho	Revise custodian list	0.40
12/28/2022	Peter Y. Cho	Review multiple correspondence from R. Hwang regarding document collection	0.10
12/28/2022	Peter Y. Cho	Review multiple correspondence from T. Godley regarding document collection	0.50
12/28/2022	Tamerlin J. Godley	Emails with P. Cho regarding document collection	0.10
12/29/2022	Peter Y. Cho	Prepare account access to network	0.40
Subtotal: C100 FACT GATHERING			50.30

C200 RESEARCHING LAW

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
12/05/2022	Elizabeth Elliott	Background research on potential interview candidates	2.30
Subtotal: C200 RESEARCHING LAW			2.30

C300 ANALYSIS AND ADVICE

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
12/01/2022	Philip M. Hwang	Discuss investigation plan with team members	0.50
12/01/2022	Tamerlin J. Godley	Emails with C. McClain-Hill regarding timeline on Ardent contract	0.10
12/01/2022	Tamerlin J. Godley	Video conference with team regarding investigation plan and next steps	0.40

12/01/2022	Tamerlin J. Godley	Video conference with J. Wragg regarding strategy and tasks	0.10
12/01/2022	Thomas A. Zaccaro	Meeting with Paul Hastings team regarding investigation and email correspondence regarding same	0.50
12/02/2022	Philip M. Hwang	Teleconference with data vendor regarding review of LADWP custodian emails	0.50
12/02/2022	Tamerlin J. Godley	Emails with P. Cho regarding call with K. McCann on documents	0.10
12/03/2022	Tamerlin J. Godley	Emails with P. Cho regarding document collection and review	0.10
12/06/2022	Jennica K. Wragg	Correspondence with P. Cho and I. Chang regarding document collection	0.40
12/06/2022	Tamerlin J. Godley	Emails regarding CPRA request and S. Perez departure	0.20
12/07/2022	Tamerlin J. Godley	Telephone conference with C. McLaine-Hill regarding strategy and tasks and logistics following S. Perez departure	0.50
12/07/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding meeting with C. McLaine-Hill	0.10
12/08/2022	Tamerlin J. Godley	Emails with T. Zaccaro and C. McClain-Hill regarding meeting on strategy and tasks	0.10
12/12/2022	Philip M. Hwang	Review and analyze California Bar's letter regarding privilege waiver	2.30
12/12/2022	Tamerlin J. Godley	Review response from State Bar on privilege issues and emails regarding same	0.10
12/12/2022	Tamerlin J. Godley	Emails with P. Cho regarding documents for interviews and documents for CPRA request	0.10
12/12/2022	Tamerlin J. Godley	Further emails with P. Cho regarding CPRA request	0.20
12/12/2022	Tamerlin J. Godley	Emails with P. Cho regarding CPRA request	0.10
12/12/2022	Thomas A. Zaccaro	Review D. Wright resignation letter and related email correspondence	0.80
12/13/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding CPRA documents	0.10
12/13/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding strategy and tasks and review emails from C. McClain-Hill	0.10
12/13/2022	Thomas A. Zaccaro	Review LADWP documents subject to CPRA request and email correspondence regarding same	0.50

12/14/2022	Tamerlin J. Godley	Video conference with K. McMcCann regarding documents collected, follow up video conference with P. Cho regarding same, and telephone conference with T. Zaccaro regarding CPRA request litigation	0.50
12/14/2022	Tamerlin J. Godley	Prepare for call in CPRA issues and investigation and emails regarding same	0.70
12/14/2022	Tamerlin J. Godley	Telephone conference with T. Zaccaro regarding CPRA issues and investigation	0.50
12/14/2022	Thomas A. Zaccaro	Review CPRA complaint and email correspondence regarding same	0.50
12/14/2022	Thomas A. Zaccaro	Review investigative report of D. Wright complaint regarding C. McClain-Hill	0.50
12/14/2022	Thomas A. Zaccaro	Telephone conferences with T. Godley regarding DWP investigation and prep for call with C. McClain-Hill	0.50
12/14/2022	Thomas A. Zaccaro	Prepare for and participate in telephone conference with C. McClain-Hill and T. Godley	0.50
12/15/2022	Tamerlin J. Godley	Emails with P. Cho regarding document collection	0.20
12/15/2022	Tamerlin J. Godley	Emails with P. Cho regarding document collection	0.10
12/15/2022	Thomas A. Zaccaro	Review P. Paradis bankruptcy filing	0.50
12/15/2022	Thomas A. Zaccaro	Email correspondence regarding record request and electronic document review	0.60
12/16/2022	Thomas A. Zaccaro	Email correspondence regarding investigation and document review	0.30
12/19/2022	Philip M. Hwang	Review search terms and list of custodians for ESI collection	0.30
12/19/2022	Tamerlin J. Godley	Review further privilege waiver request and emails regarding same	0.10
12/19/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding strategy and tasks	0.10
12/19/2022	Tamerlin J. Godley	Review custodians and terms and circulate same	0.20
12/19/2022	Thomas A. Zaccaro	Telephone conference with L. Ikegami regarding document collection and review and email correspondence regarding same	0.50
12/20/2022	Philip M. Hwang	Prepare for and telephone conference with California Bar regarding privilege	0.30

12/20/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding S. Kwok meeting	0.10
12/20/2022	Tamerlin J. Godley	Review and revise S. Kwok interview memorandum and prepare report	2.20
12/21/2022	Philip M. Hwang	Revise privilege waiver proposal to the CA Bar	0.80
12/21/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding Talking Points	0.10
12/21/2022	Thomas A. Zaccaro	Prepare for meeting with LADWP	1.00
12/22/2022	Peter Y. Cho	Review and analyze summary of Stephen Kwok investigation	0.40
12/22/2022	Thomas A. Zaccaro	Prepare for and participate in meeting with C. McClain-Hill, T. Godley, J. Riley and A. Benyamin	1.50
Subtotal: C300 ANALYSIS AND ADVICE			20.90

C400 THIRD PARTY COMMUNICATION

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
12/05/2022	Tamerlin J. Godley	Emails with A. Bagheri regarding privilege waiver issue	0.10
12/12/2022	Tamerlin J. Godley	Emails regarding CPRA response, review of documents on same, telephone conference with J. Ramallo regarding same, telephone conference with CPRA response staff on same, and emails with C. McClain-Hill regarding same	0.90
12/12/2022	Tamerlin J. Godley	Review D. Wright letter of complaint and emails with C. McClain-Hill regarding same	0.20
12/12/2022	Tamerlin J. Godley	Further emails with C. McClain Hill and T. Nwosu regarding CPRA requests and telephone conference with T. Nwosu regarding same	0.30
12/12/2022	Tamerlin J. Godley	Emails with J. Ramallo regarding CPRA response	0.20
12/13/2022	Tamerlin J. Godley	Emails with J. Ramallo regarding CPRA response	0.10
12/13/2022	Tamerlin J. Godley	Emails with P. Cho regarding call with K. McCann on accessing documents	0.10
12/14/2022	Tamerlin J. Godley	Further emails with K. McCann and P. Cho regarding document collection	0.10

12/14/2022	Tamerlin J. Godley	Telephone conference with J. Riley regarding CPRA request litigation	0.60
12/14/2022	Tamerlin J. Godley	Video conference with C. McClain Hill regarding CPRA requests and strategy and tasks	0.60
12/14/2022	Tamerlin J. Godley	Emails with J. Wragg regarding interviews	0.10
12/15/2022	Tamerlin J. Godley	Emails with C. McClain-Hill, T. Zaccaro and L. Ikegami regarding investigation	0.10
12/15/2022	Tamerlin J. Godley	Emails and telephone conference with J. Riley regarding CPRA request	0.20
12/16/2022	Tamerlin J. Godley	Telephone conference with J. Riley regarding CPRA request	0.40
12/16/2022	Tamerlin J. Godley	Emails with A. Bagheri regarding privilege waiver issues	0.10
12/19/2022	Tamerlin J. Godley	Multiple telephone conferences with J. Riley regarding S. Kwok and emails with T. Zaccaro regarding meeting on same	0.20
12/19/2022	Tamerlin J. Godley	Video conference with L. Ikegami regarding investigation and obtaining documents for same	0.40
12/19/2022	Tamerlin J. Godley	Emails with A. Bagheri regarding call on privilege waiver	0.10
12/19/2022	Tamerlin J. Godley	Telephone conference with J. Riley regarding S. Kwok and emails with T. Zaccaro regarding same	0.40
12/20/2022	Tamerlin J. Godley	Emails with J. Ramallo regarding CPRA response and emails with P. Cho regarding same	0.20
12/20/2022	Tamerlin J. Godley	Prepare for and participate in video conference with A. Bagheri, C. Calix and P. Hwang regarding privilege waiver	0.30
12/20/2022	Tamerlin J. Godley	Telephone conference with L. Ikegami regarding document pull	0.10
12/21/2022	Tamerlin J. Godley	Emails with L. Ikegami regarding document collection	0.10
12/22/2022	Tamerlin J. Godley	Emails with T. Nwosu regarding CPRA request from D. Smith	0.10
12/28/2022	Tamerlin J. Godley	Telephone conference with L. Ikejami regarding length of retention	0.10
Subtotal: C400 THIRD PARTY COMMUNICATION			6.10
Total Hours			79.60

Timekeeper Summary

Thomas A. Zaccaro	8.20	hours at	\$895.00
Tamerlin J. Godley	20.50	hours at	\$895.00
Peter Y. Cho	15.40	hours at	\$895.00
Jennica K. Wragg	9.70	hours at	\$895.00
Philip M. Hwang	4.70	hours at	\$895.00
Jennifer J. Yu	18.80	hours at	\$895.00
Elizabeth Elliott	2.30	hours at	\$420.00

Costs incurred and advanced

Outside Professional Services	1,247.76
Postage/Express Mail	2.88
Total Costs incurred and advanced	\$1,250.64

Current Fees and Costs	\$71,400.14
Prior Balance Due	\$50,841.55
Total Balance Due - Due Upon Receipt	\$122,241.69

Exhibit No. 7

PAUL
HASTINGS

THOMAS A. ZACCARO
PARTNER
TEL NO.: (213) 683-6185
thomaszaccaro@paulhastings.com

October 28, 2022

VIA EMAIL (faye.strong@ladwp.com) AND FIRST CLASS MAIL

Faye Strong
Contract Administrator
Department of Water and Power
City of Los Angeles
P.O. Box 51111, Room 1229
Los Angeles, CA 90051-5700

Re: Confidential Government Investigations (Agreement No. 47725A)

Dear Ms. Strong:

Enclosed please find Paul Hastings' invoice 2334125 for fees and costs in the amount of \$68,324.20 incurred in the above-referenced matter for the period ending September 30, 2022. The total amount due is \$140,185.80, which includes a prior balance of \$71,861.60. Please return the remittance copy with your payment.

Please feel free to call me if you have any questions regarding this statement. Thank you.

Very truly yours,



Thomas A. Zaccaro
OF PAUL HASTINGS LLP

TAZ:mm
Enclosure

cc: Accounts Payable Business Unit
Los Angeles Department of Water and Power
P.O. Box 51211, Room 424
Los Angeles, CA 90051-5511

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

October 20, 2022

Please Refer to
Invoice Number: 2334125

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

SUMMARY SHEET

OK TO PAY

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002

Thomas A. Zaccaro

Martin L. Adams

General Manager and Chief Engineer

SIGNATURE:  S.P.

DATE: 12/6/22 12/5/22

EXTENSION: 7-1320

PO: 47725A 2 WO: AMD88

Legal fees for professional services
for the period ending September 30, 2022

\$67,394.50

Costs incurred and advanced

929.70

Current Fees and Costs Due

\$68,324.20

Prior Balance Due

\$71,861.60

Total Balance Due - Due Upon Receipt

\$140,185.80

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashepn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

October 20, 2022

Please Refer to
Invoice Number: 2334125

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

REMITTANCE COPY

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002

Thomas A. Zaccaro

Legal fees for professional services for the period ending September 30, 2022	\$67,394.50
Costs incurred and advanced	929.70
Current Fees and Costs Due	\$68,324.20
Prior Balance Due	\$71,861.60
Total Balance Due - Due Upon Receipt	\$140,185.80

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashpn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

REMITTANCE COPY (cont.)

Summary of Prior Balance Due

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Payments/ Trust Appl.</u>	<u>Credits</u>	<u>Balance Due</u>
09/13/2022	2329159	\$71,861.60	\$0.00	\$0.00	\$71,861.60
Total Prior Balance Due					\$71,861.60
Total Balance Due					\$140,185.80

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

October 20, 2022

Please Refer to
Invoice Number: 2334125

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

FOR PROFESSIONAL SERVICES RENDERED
for the period ending September 30, 2022

Confidential Government Investigations

\$67,394.50

C100 FACT GATHERING

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
09/15/2022	Peter Y. Cho	Telephone conference with R. Sorenson regarding email review	0.40
09/15/2022	Peter Y. Cho	Review multiple correspondence from M. Lopez regarding email review	0.20
09/15/2022	Peter Y. Cho	Prepare processing of S. Kwok emails for review	1.00
09/15/2022	Peter Y. Cho	Review correspondence from S. Perez regarding S. Kwok emails	0.10
09/15/2022	Peter Y. Cho	Review multiple correspondence from R. Sorenson regarding email review	0.20
09/15/2022	Peter Y. Cho	Review correspondence from B. Kaewert regarding email review	0.10
09/15/2022	Tamerlin J. Godley	Emails with document vendor regarding access to documents already collected and emails with P. Cho regarding same	0.20
09/16/2022	Jennifer J. Yu	Prepare for and teleconference with P. Cho and P. Hwang regarding interview of S. Kwok and victim impact statement	0.40
09/20/2022	Peter Y. Cho	Multiple correspondence to T. Godley regarding document access	0.10
09/21/2022	Jennifer J. Yu	Attend teleconference with Relativity to set up document review database	0.40

09/21/2022	Peter Y. Cho	Prepare transfer and processing of employee emails	1.30
09/21/2022	Peter Y. Cho	Review draft master service agreement from TCDI relating to accessing relevant database	0.50
09/21/2022	Peter Y. Cho	Correspondence to D. Bui regarding email processing	0.10
09/21/2022	Peter Y. Cho	Multiple correspondence to M. Manahan regarding employee emails	0.10
09/21/2022	Peter Y. Cho	Telephone conference with D. Varacchi regarding access to relevant database	0.30
09/21/2022	Peter Y. Cho	Multiple correspondence to N. Soto-Herrera regarding employee emails	0.10
09/21/2022	Peter Y. Cho	Telephone conference with D. Bui and R. Sorensen regarding email review	0.30
09/21/2022	Peter Y. Cho	Review correspondence from D. Varacchi regarding access to relevant database	0.20
09/21/2022	Peter Y. Cho	Multiple correspondence to R. Sorensen regarding email processing	0.10
09/21/2022	Peter Y. Cho	Review multiple correspondence from D. Bui regarding email review	0.10
09/21/2022	Peter Y. Cho	Review multiple correspondence from R. Sorensen regarding email review	0.10
09/21/2022	Peter Y. Cho	Multiple correspondence to S. Perez regarding employee emails	0.10
09/22/2022	Jennifer J. Yu	Teleconference with P. Cho and P. Hwang regarding next steps on document review	0.30
09/22/2022	Jennifer J. Yu	Review facts to prepare search terms and plan document review of emails from S. Kwok	0.80
09/22/2022	Peter Y. Cho	Review multiple correspondence from R. Sorensen regarding email review	0.10
09/22/2022	Peter Y. Cho	Multiple correspondence to J. Yu regarding search terms for email review	0.20
09/22/2022	Peter Y. Cho	Correspondence to T. Godley regarding email review	0.10
09/22/2022	Peter Y. Cho	Telephone conference with P. Hwang and J. Yu regarding interview preparation	0.30
09/22/2022	Peter Y. Cho	Review multiple correspondence from D. Bui regarding email review	0.10
09/22/2022	Peter Y. Cho	Review and analyze search terms for email review	0.30
09/22/2022	Tamerlin J. Godley	Emails regarding document collection and review and telephone conference with K. McCann (att.)	0.10

09/22/2022	Tamerlin J. Godley	Telephone conference with K. McCann regarding document database	0.10
09/23/2022	Peter Y. Cho	Review multiple correspondence from D. Bui regarding email review	0.10
09/23/2022	Peter Y. Cho	Prepare master service agreement for email review	0.30
09/23/2022	Peter Y. Cho	Prepare multiple correspondence to J. Yu regarding email review	0.20
09/23/2022	Peter Y. Cho	Prepare multiple correspondence to D. Bui regarding email review	0.20
09/23/2022	Peter Y. Cho	Review multiple correspondence from R. Sorensen regarding email review	0.10
09/24/2022	Jennifer J. Yu	Conduct document review in preparation for interview of S. Kwok; strategize with P. Cho regarding the same	4.40
09/24/2022	Peter Y. Cho	Review and analyze S. Kwok emails in preparation for interview	0.50
09/24/2022	Peter Y. Cho	Review multiple correspondence from J. Yu regarding email review	0.10
09/26/2022	Jennifer J. Yu	Prepare for and teleconference with P. Hwang and P. Cho regarding next steps on outstanding tasks	0.40
09/26/2022	Jennifer J. Yu	Prepare interview outline for S. Kwok	7.90
09/26/2022	Jennifer J. Yu	Conduct document review in preparation for interview of S. Kwok	4.50
09/26/2022	Peter Y. Cho	Revise S. Kwok interview outline	0.70
09/27/2022	Jennifer J. Yu	Incorporate edits to interview outline for S. Kwok and finalize	0.90
09/27/2022	Peter Y. Cho	Revise S. Kwok interview outline	0.70
09/27/2022	Peter Y. Cho	Correspondence to T. Godley regarding S. Kwok interview	0.10
Subtotal: C100 FACT GATHERING			29.90

C200 RESEARCHING LAW

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
09/26/2022	Heather R. O'Dea	Research whether disclosing documents to government investigative entity constitutes waiver or privilege	0.50
Subtotal: C200 RESEARCHING LAW			0.50

C300 ANALYSIS AND ADVICE

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
09/01/2022	Thomas A. Zaccaro	Email correspondence regarding state bar request for privilege waiver	0.20
09/08/2022	Tamerlin J. Godley	Emails and telephone conference with T. Zaccaro regarding Kwon interview	0.30
09/08/2022	Tamerlin J. Godley	Emails with K. McCann regarding Board meeting and Jones settlement	0.10
09/09/2022	Tamerlin J. Godley	Emails with K. McCann, J. Riley and T. Zaccaro regarding preparation for Board meeting	0.10
09/09/2022	Tamerlin J. Godley	Emails and telephone conference with J. Riley regarding Board meeting	0.30
09/09/2022	Tamerlin J. Godley	Telephone conference with T. Zaccaro regarding Board meeting	0.10
09/09/2022	Thomas A. Zaccaro	Telephone conference with T. Godley regarding Board meeting and email correspondence regarding same	0.30
09/12/2022	Tamerlin J. Godley	Video conference with K. McMann, J. Riley and T. Zaccaro in preparation for Board meeting and emails with T. Zaccaro and S. Perez office regarding meeting with S. Perez	0.40
09/12/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding Board meeting presentation	0.10
09/12/2022	Tamerlin J. Godley	Emails with S. Perez and T. Zaccaro regarding S. Kwok interview	0.10
09/12/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding S. Kwok interview	0.10
09/12/2022	Tamerlin J. Godley	Emails with S. Perez office regarding meeting	0.10
09/12/2022	Tamerlin J. Godley	Video conference with S. Perez and T. Zaccaro regarding S. Kwok interview	0.30
09/12/2022	Thomas A. Zaccaro	Telephone conference with T. Godley and S. Perez regarding status	0.50
09/12/2022	Thomas A. Zaccaro	Telephone conference with T. Godley, J. Riley and K. McCann regarding Board meeting and email correspondence regarding same	0.40
09/12/2022	Thomas A. Zaccaro	Email correspondence regarding S. Kwok interview	0.20
09/13/2022	Peter Y. Cho	Conference with T. Zaccaro regarding victim impact statement	0.20

09/13/2022	Tamerlin J. Godley	Prepare for and present at Board meeting and follow office conference with T. Zaccaro regarding same	3.00
09/13/2022	Tamerlin J. Godley	Emails with J. Riley regarding closed session	0.10
09/13/2022	Thomas A. Zaccaro	Prepare for and participate in Board of Commissioners meeting	2.50
09/13/2022	Thomas A. Zaccaro	Meeting with D. Prince regarding victim impact statement and email correspondence regarding same	0.40
09/14/2022	Peter Y. Cho	Multiple correspondence with T. Zaccaro regarding S. Kwok interview	0.10
09/14/2022	Peter Y. Cho	Review and analyze memorandum regarding S. Kwok	0.30
09/14/2022	Peter Y. Cho	Multiple correspondence with P. Hwang and J. Yu regarding S. Kwok interview	0.10
09/14/2022	Thomas A. Zaccaro	Email correspondence regarding S. Kwok interview	0.20
09/15/2022	Daniel Prince	Strategize and analysis regarding victim impact statement	1.40
09/15/2022	Thomas A. Zaccaro	Email correspondence regarding S. Kwok interview	0.30
09/16/2022	Jennifer J. Yu	Review letter regarding privilege issue from State Bar	0.10
09/16/2022	Peter Y. Cho	Prepare S. Kwok email transfer and review	0.80
09/16/2022	Peter Y. Cho	Review and analyze correspondence from State Bar of California regarding privilege	0.20
09/16/2022	Peter Y. Cho	Telephone conference with P. Hwang and J. Yu regarding victim impact statement and S. Kwok interview	0.40
09/16/2022	Philip M. Hwang	Prepare victim impact statement	1.20
09/16/2022	Tamerlin J. Godley	Review mail from State Bar and internal emails with team regarding same	0.20
09/19/2022	Philip M. Hwang	Prepare victim impact statement	1.50
09/19/2022	Thomas A. Zaccaro	Email correspondence regarding S. Kwok interview	0.20
09/20/2022	Daniel Prince	Strategize regarding victim impact statement	0.50
09/20/2022	Philip M. Hwang	Prepare victim impact statement	0.50
09/20/2022	Philip M. Hwang	Prepare letter to the California State Bar regarding privilege waiver	3.30

09/20/2022	Tamerlin J. Godley	Emails with P. Cho regarding document vendor and review of documents	0.10
09/21/2022	Tamerlin J. Godley	Emails with P. Cho regarding documents	0.20
09/22/2022	Philip M. Hwang	Prepare for and telephone conference with P. Cho and J. Yu regarding review of LADWP email communications ahead of S. Kwok interview	0.40
09/24/2022	Peter Y. Cho	Review multiple correspondence from D. Bui regarding email review	0.20
09/25/2022	Peter Y. Cho	Review and analyze S. Kwok emails in preparation for interview	2.00
09/26/2022	Peter Y. Cho	Telephone conference with P. Hwang and J. Yu regarding case matters	0.30
09/26/2022	Philip M. Hwang	Prepare for and telephone conference with P. Cho and J. Yu regarding upcoming tasks	0.40
09/26/2022	Philip M. Hwang	Review and analyze State Bar letter to prepare response	2.80
09/26/2022	Tamerlin J. Godley	Emails with S. Perez and S. Kwok regarding interview scheduling	0.20
09/26/2022	Tamerlin J. Godley	Telephone conference with T. Zaccaro regarding strategy and tasks	0.10
09/26/2022	Tamerlin J. Godley	Emails with P. Hwang regarding State Bar privilege issues	0.10
09/26/2022	Thomas A. Zaccaro	Telephone conference with T. Godley regarding S. Kwok interview and email correspondence regarding same	0.30
09/27/2022	Philip M. Hwang	Prepare response letter to California State Bar's Office of Chief Trial Counsel	5.30
09/27/2022	Tamerlin J. Godley	Emails with P. Hwang regarding response to State Bar	0.10
09/27/2022	Tamerlin J. Godley	Emails with J. Yu regarding S. Kwok interview	0.10
09/28/2022	Peter Y. Cho	Review outline of victim impact statement	0.30
09/28/2022	Peter Y. Cho	Review and analyze letters to State Bar of California regarding privilege and waiver	0.40
09/28/2022	Philip M. Hwang	Prepare victim impact statement regarding P. Paradis	4.90
09/29/2022	Thomas A. Zaccaro	Review P. Paradis files to prepare for S. Kwok interview and victim impact statement	2.50

09/30/2022	Philip M. Hwang	Prepare victim impact statement against P. Paradis	2.90
09/30/2022	Tamerlin J. Godley	Emails with C. Calix regarding call on waiver of privilege	0.20

Subtotal: C300 ANALYSIS AND ADVICE 44.90

C400 THIRD PARTY COMMUNICATION

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
09/12/2022	Tamerlin J. Godley	Telephone conference with J. Riley regarding Board meeting presentation	0.10
09/13/2022	Tamerlin J. Godley	Emails with N. Soto-Herrera regarding scheduling of S. Kwok interview	0.10
09/21/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding S. Kwok interview	0.10

Subtotal: C400 THIRD PARTY COMMUNICATION 0.30

Total Hours 75.60

Timekeeper Summary

Daniel Prince	1.90	hours at	\$895.00
Thomas A. Zaccaro	8.00	hours at	\$895.00
Tamerlin J. Godley	7.10	hours at	\$895.00
Peter Y. Cho	14.80	hours at	\$895.00
Philip M. Hwang	23.20	hours at	\$895.00
Jennifer J. Yu	20.10	hours at	\$895.00
Heather R. O'Dea	0.50	hours at	\$360.00

Costs incurred and advanced

Lexis/On Line Search	267.30
Westlaw	662.40
Total Costs incurred and advanced	\$929.70

Current Fees and Costs	\$68,324.20
Prior Balance Due	\$71,861.60
Total Balance Due - Due Upon Receipt	<u>\$140,185.80</u>

Exhibit No. 8

PAUL HASTINGS

THOMAS A. ZACCARO
PARTNER
TEL NO.: (213) 683-6185
thomaszaccaro@paulhastings.com

September 14, 2022

VIA EMAIL (fave.strong@ladwp.com) AND FIRST CLASS MAIL

Faye Strong
Contract Administrator
Department of Water and Power
City of Los Angeles
P.O. Box 51111, Room 1229
Los Angeles, CA 90051-5700

Re: Confidential Government Investigations (Agreement No. 47725A)

Dear Ms. Strong:

Enclosed please find Paul Hastings' invoice 2329159 for fees and costs in the amount of \$71,861.60 incurred in the above-referenced matter for the period ending August 31, 2022. The total amount due is \$348,237.60, which includes a prior balance of \$276,376.00. Please return the remittance copy with your payment.

Please feel free to call me if you have any questions regarding this statement. Thank you.

Very truly yours,



Thomas A. Zaccaro
OF PAUL HASTINGS LLP

TAZ:mm
Enclosure

cc: Accounts Payable Business Unit
Los Angeles Department of Water and Power
P.O. Box 51211, Room 424
Los Angeles, CA 90051-5511

PAUL
HASTINGS

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

September 13, 2022

Please Refer to
Invoice Number: 2329159

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

SUMMARY SHEET **OK TO PAY**

Confidential Government Investigations
PH LLP Client/Matter # 50582-00002
Thomas A. Zaccaro

Martin L. Adams
General Manager and Chief Engineer
SIGNATURE: [Signature]
DATE: 10/19/22
EXTENSION: 73322
PO: _____ WO: _____

SP

Legal fees for professional services for the period ending August 31, 2022	\$71,689.50
Costs incurred and advanced	172.10
Current Fees and Costs Due	\$71,861.60
Prior Balance Due	\$276,376.00
Total Balance Due - Due Upon Receipt	\$348,237.60

SP

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

OK TO PAY

~~TO PROTECT AGAINST FRAUD~~
General Manager and Chief Engineer
the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.
SIGNATURE: _____

DATE: _____

Wiring and ACH Instructions:

Citibank
PO ABA # 322271724 WO: _____
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:
Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashopn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

September 13, 2022

Please Refer to
Invoice Number: 2329159

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

REMITTANCE COPY

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002
Thomas A. Zaccaro

Legal fees for professional services for the period ending August 31, 2022	\$71,689.50
Costs incurred and advanced	172.10
Current Fees and Costs Due	\$71,861.60
Prior Balance Due	\$276,376.00
Total Balance Due - Due Upon Receipt	\$348,237.60

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

*For wires, please reference the Invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashopn@paulhastings.com. This is a no-reply mailbox*

Please refer all questions to billing@paulhastings.com

REMITTANCE COPY (cont.)

Summary of Prior Balance Due

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Payments/ Trust Appl.</u>	<u>Credits</u>	<u>Balance Due</u>
08/25/2022	2327125	\$276,376.00	\$0.00	\$0.00	\$276,376.00
Total Prior Balance Due					\$276,376.00
Total Balance Due					\$348,237.60

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

September 13, 2022

Please Refer to
Invoice Number: 2329159

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

FOR PROFESSIONAL SERVICES RENDERED
for the period ending August 31, 2022

Confidential Government Investigations **\$71,689.50**

C100 FACT GATHERING

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
08/01/2022	Tamerlin J. Godley	Emails with C. McHill, T. Zaccaro and S. Perez regarding privilege waiver	0.20
08/02/2022	Jennifer J. Yu	Coordinate transfer of files from AUSA and review production to identify FBI interviews	0.70
08/02/2022	Peter Y. Cho	Review and analyze documents provided by US Attorney's Office relating to T. Peters	0.80
08/02/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding Peters file	0.10
08/02/2022	Tamerlin J. Godley	Telephone conference with S. Har regarding documents to be shared with Cal Bar and draft email to C. McGraw-Hill regarding same	0.70
08/02/2022	Tamerlin J. Godley	Emails with J. Yu regarding Peters documents	0.10
08/02/2022	Tamerlin J. Godley	Review AUSA Peters docs and emails regarding same	0.30
08/02/2022	Tamerlin J. Godley	Emails with S. Har regarding receiving Peters file	0.10
08/03/2022	Tamerlin J. Godley	Emails with K. McCann regarding call on settlement	0.10
08/03/2022	Tamerlin J. Godley	Emails with K. McCann regarding settlement metrics and review of settlement agreement on same	0.30

08/04/2022	Jennifet J. Yu	Prepare chronology of AUSA production and coordinate preparation of binder	3.00
08/04/2022	Tamerlin J. Godley	Emails with J. Yu regarding Peters production	0.10
08/05/2022	Jennifer J. Yu	Prepare privilege spreadsheet for Peters production	0.30
08/05/2022	Jennifer J. Yu	Prepare for and teleconference with team regarding privilege issue and next steps	0.40
08/05/2022	Philip M. Hwang	Review and analyze documents produced to USAO for attorney-client privilege and work-product privilege	0.80
08/05/2022	Philip M. Hwang	Prepate for and telephone confereance with T. Zaccaro, T. Godley, P. Cho, and J. Yu regarding next steps regarding privilege waiver review	0.40
08/05/2022	Tamerlin J. Godley	Prepare and participate in meeting on privilege waiver	0.60
08/07/2022	Philip M. Hwang	Review and analyze documents produced to USAO for attorney-client privilege and work-product privilege	3.50
08/07/2022	Tamerlin J. Godley	Prepare emails with C. McGraw-Hill regarding Jones settlement metrics and State Bar waiver of Privilege	0.40
08/08/2022	Jennifer J. Yu	Review AUSA production for privilege and work product	0.80
08/08/2022	Philip M. Hwang	Prepare interview outline for call with Special Master	2.10
08/09/2022	Philip M. Hwang	Prepare for call with OPA	0.90
08/09/2022	Tamerlin J. Godley	Review litigation status emails from K. McCann and emails regarding same	0.30
08/09/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding strategy meeting	0.10
08/09/2022	Tamerlin J. Godley	Prepare for meeting with OPA	0.40
08/09/2022	Tamerlin J. Godley	Review Paradis bankruptcy filing and emails with T. Zaccaro regarding Kwok interview, larger investigation, document collection and review and plea statement	1.20
08/10/2022	Jennifer J. Yu	Prepare for and attend teleconference with Ratepayer's Advocate on settlement metrics	1.20
08/10/2022	Tamerlin J. Godley	Emails regarding meeting on Jones settlement metrics	0.10
08/15/2022	Philip M. Hwang	Review and analyze Thom Peters related documents received from the USAO to determine privilege	2.40

08/16/2022	Jennifer J. Yu	Review and edit interview outline for interview with special master	0.40
08/16/2022	Philip M. Hwang	Prepare interview outline for call with Special Master	2.20
08/16/2022	Philip M. Hwang	Revise privilege log of Thom Peters documents	2.70
08/18/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding review of Price file for disclosure to State Bar	0.10
08/29/2022	Tamerlin J. Godley	Prepare and revise letter to State Bar and review of materials regarding same, emails regarding same, and circulate same	2.90
Subtotal: C100 FACT GATHERING			30.70

C200 RESEARCHING LAW

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
08/02/2022	Jennifer J. Yu	Conduct research into work product doctrine in relation to production to State Bar	5.30
08/03/2022	Jennifer J. Yu	Draft memo summarizing research on work product protection	5.00
08/03/2022	Peter Y. Cho	Review and analyze supplemental research regarding work product protection	0.30
Subtotal: C200 RESEARCHING LAW			10.60

C300 ANALYSIS AND ADVICE

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
08/02/2022	Peter Y. Cho	Review multiple correspondence from T. Godley regarding documents provided by US Attorney's Office	0.20
08/02/2022	Peter Y. Cho	Review multiple correspondence from J. Yu regarding documents provided by US Attorney's Office	0.20
08/02/2022	Thomas A. Zaccaro	Telephone conference with C. McClain-Hill, T. Godley and S. Perez regarding State Bar privilege issue and telephone conference with T. Godley regarding same	1.00
08/03/2022	Peter Y. Cho	Review correspondence from K. McCann regarding settlement agreement	0.20
08/03/2022	Peter Y. Cho	Review and analyze final proposed revisions to settlement agreement metrics	0.20

08/03/2022	Peter Y. Cho	Review and analyze revised class action settlement agreement	0.30
08/03/2022	Tamerlin J. Godley	Review Peters materials	0.20
08/03/2022	Tamerlin J. Godley	Review settlement metrics and emails with K. McCann regarding same	0.20
08/03/2022	Tamerlin J. Godley	Emails regarding settlement metrics and meeting on same	0.20
08/03/2022	Thomas A. Zaccaro	Review research regarding waiver of work product protection	0.40
08/04/2022	Tamerlin J. Godley	Prepare for and participate in video conference with LADWP regarding Jones' settlement metrics	1.10
08/04/2022	Thomas A. Zaccaro	Prepare for and participate in telephone conference with LADWP, N. McCann and T. Godley regarding Jones settlement	0.80
08/05/2022	Peter Y. Cho	Telephone conference with T. Zaccaro, T. Godley, P. Hwang, and J. Yu regarding privileged documents	0.30
08/05/2022	Thomas A. Zaccaro	Telephone conference with Paul Hastings team regarding attorney-client privilege issues and email correspondence regarding same	0.40
08/07/2022	Peter Y. Cho	Telephone conference with P. Hwang regarding documents provided by US Attorney's Office relating to T. Peters	0.20
08/07/2022	Peter Y. Cho	Review multiple correspondence from J. Yu regarding documents provided by US Attorney's Office relating to T. Peters	0.10
08/07/2022	Peter Y. Cho	Review and analyze documents provided by US Attorney's Office relating to T. Peters	2.80
08/07/2022	Peter Y. Cho	Review multiple correspondence from P. Hwang regarding documents provided by US Attorney's Office relating to T. Peters	0.10
08/07/2022	Tamerlin J. Godley	Revise status update email and further emails with T. Zaccaro regarding same	0.20
08/07/2022	Thomas A. Zaccaro	Email correspondence regarding status of settlement of Jones action and state bar request for waiver of privilege	0.30
08/08/2022	Tamerlin J. Godley	Email update to C. McGraw-Hill	0.10
08/08/2022	Tamerlin J. Godley	Review summary of corrections to Metrics 5 and 10 on Jones Settlement	0.10

08/08/2022	Tamerlin J. Godley	Review work product analysis	0.10
08/08/2022	Thomas A. Zaccaro	Review proposal regarding Jones settlement	0.20
08/09/2022	Peter Y. Cho	Review and analyze P. Paradis attorney misconduct complaint	0.20
08/09/2022	Thomas A. Zaccaro	Telephone conference with T. Godley regarding S. Kwok	0.20
08/10/2022	Thomas A. Zaccaro	Telephone conference with OPA regarding Jones settlement metrics	0.70
08/11/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding strategy and tasks	0.30
08/11/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding meeting on strategy and tasks	0.10
08/11/2022	Tamerlin J. Godley	Emails with K. McCann regarding OPA feedback	0.10
08/11/2022	Tamerlin J. Godley	Video conference with T. Zaccaro regarding strategy and tasks	0.30
08/11/2022	Thomas A. Zaccaro	Email correspondence regarding database	0.20
08/11/2022	Thomas A. Zaccaro	Telephone conference with T. Godley regarding status	0.30
08/15/2022	Peter Y. Cho	Review and analyze privilege analysis of documents provided by US Attorney's Office	0.30
08/15/2022	Tamerlin J. Godley	Review response from K. McCann to OPA concerns on revisions to Metrics 5 and 10 and emails regarding same	0.10
08/16/2022	Peter Y. Cho	Review multiple correspondence from P. Hwang regarding interview outline	0.20
08/16/2022	Tamerlin J. Godley	Emails regarding Jones settlement	0.60
08/16/2022	Tamerlin J. Godley	Review analysis of privileged materials for State Bar and emails regarding same	0.40
08/16/2022	Thomas A. Zaccaro	Email correspondence regarding privilege waiver issue	0.20
08/17/2022	Peter Y. Cho	Review and analyze privilege summary of documents provided by US Attorney's Office relating to T. Peters	0.30
08/17/2022	Tamerlin J. Godley	Further emails with K. McCann regarding metrics 5 and 10	0.10

08/17/2022	Tamerlin J. Godley	Emails and analysis regarding metrics 5 and 10	0.40
08/18/2022	Tamerlin J. Godley	Review privilege analysis	0.30
08/21/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding privilege analysis	0.10
08/22/2022	Tamerlin J. Godley	Emails with P. Hwang regarding privilege log	0.10
08/22/2022	Tamerlin J. Godley	Video conference with T. Zaccaro regarding Price privilege waiver analysis, Jones settlement and Kwok investigation	0.20
08/22/2022	Tamerlin J. Godley	Review letter from State Bar and emails with P. Hwang and T. Zaccaro regarding same	0.10
08/22/2022	Thomas A. Zaccaro	Email correspondence regarding privilege waiver and telephone conference with T. Godley regarding same	0.30
08/23/2022	Philip M. Hwang	Research California law regarding waiver of privilege by government entities	1.00
08/23/2022	Philip M. Hwang	Prepare for and telephone conference with T. Godley regarding privileged documents in connection with T. Peters	1.00
08/23/2022	Philip M. Hwang	Prepare for and telephone conference with T. Godley regarding privilege of DWP documents	0.50
08/23/2022	Tamerlin J. Godley	Telephone conference with A. Bagheri (att.)	0.10
08/23/2022	Tamerlin J. Godley	Video conference with P. Hwang regarding privilege analysis	0.50
08/23/2022	Tamerlin J. Godley	Telephone conference with T. Zaccaro regarding State Bar letter	0.10
08/23/2022	Thomas A. Zaccaro	Prepare for and participate in telephone conference with T. Godley regarding privilege issue and email correspondence regarding same	0.30
08/24/2022	Peter Y. Cho	Review and analyze confidentiality agreement between City of Los Angeles and E. Robbins and	0.10
08/24/2022	Peter Y. Cho	Review and analyze order regarding appointment of special master in Jones v. City of LA	0.20
08/24/2022	Tamerlin J. Godley	Emails with T. Zaccaro regarding State Bar inquiry	0.10
08/24/2022	Tamerlin J. Godley	Review confidentiality agreement and special master stipulation and emails with PH team regarding same	0.40

08/24/2022	Tamerlin J. Godley	Telephone conference with P. Hwang regarding privilege analysis	0.10
08/24/2022	Thomas A. Zaccaro	Email correspondence regarding privilege waiver	0.20
08/26/2022	Peter Y. Cho	Review and analyze order approving stipulation regarding clarification of settlement agreement	0.30
08/26/2022	Peter Y. Cho	Review and analyze revised class action settlement agreement and limited release	0.20
08/26/2022	Tamerlin J. Godley	Email to C. McClain-Hill regarding State Bar privilege waiver requests, review of material on same, team emails on same, and research regarding same	1.00
08/26/2022	Thomas A. Zaccaro	Email correspondence regarding attorney-client waiver	0.30
08/28/2022	Peter Y. Cho	Review correspondence from P. Hwang regarding privilege issue and draft letter to California State Bar	0.20
08/28/2022	Philip M. Hwang	Review and analyze LADWP's prior privilege waivers to prepare response letter to California State Bar	4.20
08/28/2022	Tamerlin J. Godley	Emails with P. Hwang regarding privilege waiver and letter on same	0.10
08/29/2022	Thomas A. Zaccaro	Review correspondence regarding attorney-client privilege waiver and email correspondence regarding same	0.30
08/30/2022	Thomas A. Zaccaro	Review pleadings in criminal cases to prepare for additional investigation	3.50
08/30/2022	Thomas A. Zaccaro	Review correspondence regarding privilege waiver	0.30
Subtotal: C300 ANALYSIS AND ADVICE			31.00

C400 THIRD PARTY COMMUNICATION

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
08/02/2022	Tamerlin J. Godley	Prepare for and participate in video conference with C. McGraw-Hill, T. Zaccaro and S. Perez regarding privilege waiver issue and follow up call with T. Zaccaro regarding same	0.90
08/04/2022	Jennifer J. Yu	Prepare for and attend teleconference with LADWP regarding Jones settlement metrics	0.80
08/04/2022	Tamerlin J. Godley	Telephone conference with K. McCann regarding Jones settlement metrics	0.50

08/08/2022	Tamerlin J. Godley	Telephone conference with C. McGraw-Hill regarding Jones settlement metrics and emails with T. Zaccaro and OPA regarding same	0.30
08/08/2022	Tamerlin J. Godley	Emails with OPA regarding meeting on Jones Settlement metrics	0.10
08/09/2022	Tamerlin J. Godley	Telephone conference with K. McCann regarding status of Jones settlement	0.40
08/10/2022	Tamerlin J. Godley	Prepare for and participate in video conference with F. Pickel and C. Collins regarding Jones settlement metrics and follow up emails regarding same and telephone conference with T. Zaccaro regarding same	1.00
08/11/2022	Tamerlin J. Godley	Telephone conference with K. McCann regarding Jones settlement	0.30
08/11/2022	Tamerlin J. Godley	Emails with K. McCann regarding Metrics 5 and 10 and further review of accounts	0.20
08/17/2022	Tamerlin J. Godley	Telephone conference with K. McCann regarding metrics 5 and 10	0.10
08/24/2022	Tamerlin J. Godley	Meeting telephone conference with S. Fauble regarding privilege waiver	0.20
08/24/2022	Tamerlin J. Godley	Telephone conference with K. McCann (att.)	0.10
08/24/2022	Tamerlin J. Godley	Telephone conference with A. Bagheri and C. Calix regarding privilege waiver issues	0.50
08/24/2022	Tamerlin J. Godley	Call with K. McCann regarding privilege waivers	0.30
08/24/2022	Tamerlin J. Godley	Emails with A. Bagheri at State Bar regarding postponement of Peters interview and emails with S. Fauble regarding same	0.20
08/24/2022	Tamerlin J. Godley	Emails with S. Fauble regarding State Bar letter	0.10
08/24/2022	Tamerlin J. Godley	Telephone conference with A. Bagheri regarding Peters interview on Special Masters Report	0.10
08/26/2022	Tamerlin J. Godley	Email to C. McClain-Hill regarding Jones Settlement and research and analysis regarding same	0.90
08/26/2022	Tamerlin J. Godley	Emails with K. McCann regarding next steps on Jones settlement	0.10
08/30/2022	Tamerlin J. Godley	Emails with S. Fauble regarding letter to State Bar on privilege waiver	0.20

08/30/2022 Tamerlin J. Godley Finalize and send letter to State Bar 0.50

Subtotal: C400 THIRD PARTY COMMUNICATION 7.80

Total Hours 80.10

Timekeeper Summary

Thomas A. Zaccato	9.90	hours at	\$895.00
Tamerlin J. Godley	22.90	hours at	\$895.00
Peter Y. Cho	7.70	hours at	\$895.00
Philip M. Hwang	21.70	hours at	\$895.00
Jennifer J. Yu	17.90	hours at	\$895.00

Costs incurred and advanced

Reproduction Charges 35.60

Reproduction Charges (Color) 136.50

Total Costs incurred and advanced \$172.10

Current Fees and Costs \$71,861.60

Prior Balance Due \$276,376.00

Total Balance Due - Due Upon Receipt \$348,237.60

Exhibit No. 9

PAUL HASTINGS

THOMAS A. ZACCARO
PARTNER
TEL NO.: (213) 683-6185
thomaszaccaro@paulhastings.com

February 27, 2023

VIA EMAIL (faye.strong@ladwp.com) AND FIRST CLASS MAIL

Faye Strong
Contract Administrator
Department of Water and Power
City of Los Angeles
P.O. Box 51111, Room 1229
Los Angeles, CA 90051-5700

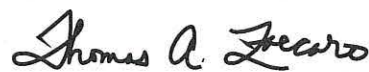
Re: Confidential Government Investigations (Agreement No. 47725A)

Dear Ms. Strong:

Enclosed please find Paul Hastings' invoice 2348865 for fees and costs in the amount of \$72,883.75 incurred in the above-referenced matter for the period ending January 31, 2023. The total amount due is \$195,125.44, which includes a prior balance of \$122,241.69. Please return the remittance copy with your payment.

Please feel free to call me if you have any questions regarding this statement. Thank you.

Very truly yours,



Thomas A. Zaccaro
OF PAUL HASTINGS LLP

TAZ:mm
Enclosure

cc: Accounts Payable Business Unit
Los Angeles Department of Water and Power
P.O. Box 51211, Room 424
Los Angeles, CA 90051-5511

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

February 24, 2023

Please Refer to
Invoice Number: 2348865

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

SUMMARY SHEET

OK TO PAY

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002
Thomas A. Zaccaro

Martin L. Adams

General Manager and Chief Engineer

SIGNATURE: 

DATE: 3/8/26

Legal fees for professional services for the period ending January 31, 2023	\$72,647.50
Costs incurred and advanced	236.25
Current Fees and Costs Due	\$72,883.75
Prior Balance Due	\$122,241.69
Total Balance Due - Due Upon Receipt	\$195,125.44

Digitally signed by
Linda T. Ikegami
Date: 2023.03.01
12:06:20 -08'00'

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashepn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

February 24, 2023

Please Refer to
Invoice Number: 2348865

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

REMITTANCE COPY

Confidential Government Investigations

PH LLP Client/Matter # 50582-00002

Thomas A. Zaccaro

Legal fees for professional services for the period ending January 31, 2023	\$72,647.50
Costs incurred and advanced	236.25
Current Fees and Costs Due	\$72,883.75
Prior Balance Due	\$122,241.69
Total Balance Due - Due Upon Receipt	\$195,125.44

We encourage our clients to pay via ACH, however, in the event that you pay by check, please send payment to the remittance address below:

TO PROTECT AGAINST FRAUD, the Firm will not change its wiring instructions via email. We strongly encourage clients to confirm any change in wiring instructions by contacting Teri Goffredo @ 213-683-5045 or via email @ terigoffredo@paulhastings.com and requesting written and verbal confirmation.

Wiring and ACH Instructions:

Citibank
ABA # 322271724
SWIFT Address: CITIUS33
787 W. 5th Street
Los Angeles, CA 90071
Account Number: 206628380
Account Name: Paul Hastings LLP

Remittance Address:

Paul Hastings LLP
Lockbox 4803
PO Box 894803
Los Angeles, CA 90189-4803

For wires, please reference the invoice, client and matter number(s) being paid
For ACH payments, please use the CTX format and/or send any remittances to cashepn@paulhastings.com. This is a no-reply mailbox
Please refer all questions to billing@paulhastings.com

REMITTANCE COPY (cont.)

Summary of Prior Balance Due

<u>Invoice Date</u>	<u>Invoice Number</u>	<u>Amount</u>	<u>Payments/ Trust Appl.</u>	<u>Credits</u>	<u>Balance Due</u>
12/15/2022	2340811	\$50,841.55	\$0.00	\$0.00	\$50,841.55
01/11/2023	2343653	\$71,400.14	\$0.00	\$0.00	\$71,400.14
Total Prior Balance Due					\$122,241.69
Total Balance Due					\$195,125.44

**PAUL
HASTINGS**

PAUL HASTINGS LLP
515 South Flower Street, 25th Floor, Los Angeles, CA 90071-2228
t: +1.213.683.6000 | f: +1.213.627.0705 | www.paulhastings.com

Department of Water and Power City of Los Angeles
PO Box 51111, Room 1229
Los Angeles, CA 90051-5700

February 24, 2023

Please Refer to
Invoice Number: 2348865

Attn: Faye Strong

PH LLP Tax ID No. 95-2209675

FOR PROFESSIONAL SERVICES RENDERED
for the period ending January 31, 2023

Confidential Government Investigations

\$72,647.50

C100 FACT GATHERING

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
01/03/2023	Peter Y. Cho	Telephone conference with C. Craig regarding document access	0.20
01/03/2023	Peter Y. Cho	Telephone conference with T. Godley and T. Zaccaro regarding investigation	0.40
01/03/2023	Peter Y. Cho	Telephone conference with Service Desk regarding document access	0.20
01/03/2023	Peter Y. Cho	Review instructions for VPN access	0.20
01/03/2023	Tamerlin J. Godley	Video conference with P. Cho and T. Zaccaro regarding document collection and review	0.40
01/03/2023	Tamerlin J. Godley	Emails with P. Cho and T. Zaccaro regarding document collection	0.10
01/04/2023	Jennica K. Wragg	Telephone conference with P. Cho, J. Yu, and P. Hwang regarding document review and next steps	0.50
01/04/2023	Jennifer J. Yu	Teleconference with P. Cho, J. Wragg, and P. Hwang regarding strategy on document collection and review	0.50
01/04/2023	Peter Y. Cho	Manage document collection from LADWP	0.50
01/04/2023	Peter Y. Cho	Telephone conference with P. Hwang, J. Yu, and J. Wragg regarding investigation	0.50
01/04/2023	Peter Y. Cho	Telephone conference with D. Bui regarding document collection	0.10

01/04/2023	Peter Y. Cho	Review multiple correspondence from D. Bui regarding document collection	0.10
01/04/2023	Tamerlin J. Godley	Review additional Perez documents for CPRA response and emails with T. Nwosu regarding documents to be disclosed	0.30
01/04/2023	Tamerlin J. Godley	Telephone conference with J. Riley regarding document collection issues and CPRA response and emails with T. Zaccaro regarding same	0.30
01/04/2023	Tamerlin J. Godley	Research regarding attorney client privilege exemption and draft cover letter regarding same	0.40
01/05/2023	Mayra O. Lopez	Prepare shipment of external drive to client per P. Cho	0.30
01/05/2023	Peter Y. Cho	Review multiple correspondence from T. Godley regarding document collection	0.10
01/05/2023	Peter Y. Cho	Manage document collection from LADWP	0.40
01/05/2023	Peter Y. Cho	Prepare multiple correspondence to L. Ikegami regarding document collection	0.10
01/05/2023	Tamerlin J. Godley	Emails regarding approval of vendors for document collection and review	0.10
01/05/2023	Tamerlin J. Godley	Emails with A. Bagheri regarding State Bar questions about privilege waiver	0.20
01/06/2023	Tamerlin J. Godley	Video conference with State Bar regarding further privilege waiver issues	0.50
01/09/2023	Peter Y. Cho	Review multiple correspondence from T. Godley regarding P. Paradis motion	0.10
01/09/2023	Peter Y. Cho	Review and analyze motion to join petition for certification by P. Paradis	0.30
01/09/2023	Tamerlin J. Godley	Emails with T. Zaccaro regarding requesting transcripts of calls referenced by P. Paradis	0.10
01/09/2023	Tamerlin J. Godley	Emails with A. Bagheri regarding meeting on privilege waiver issue	0.10
01/10/2023	Jennifer J. Yu	Review filing in related bankruptcy proceeding	0.30
01/10/2023	Tamerlin J. Godley	Further emails with A. Bagheri regarding further call on privilege waiver	0.10
01/11/2023	Mayra O. Lopez	Prepare copy of documents to send out to vendor for processing per P. Cho	1.00
01/11/2023	Peter Y. Cho	Prepare multiple correspondence to M. Lopez regarding client data	0.10

01/11/2023	Peter Y. Cho	Prepare multiple correspondence to D. Bui regarding client data	0.10
01/11/2023	Peter Y. Cho	Prepare correspondence to T. Godley and T. Zaccaro regarding client data	0.10
01/11/2023	Peter Y. Cho	Manage collection of data from client	0.30
01/12/2023	Mayra O. Lopez	Prepare copy of documents to send out to vendor for processing per P. Cho	0.30
01/12/2023	Peter Y. Cho	Conference with P. Hwang regarding document review	0.20
01/12/2023	Peter Y. Cho	Prepare custodian list and search terms for vendor	0.50
01/12/2023	Peter Y. Cho	Telephone conference with P. Hwang, D. Bui, and E. Betancourt regarding document review	0.30
01/12/2023	Peter Y. Cho	Prepare multiple correspondence to D. Bui regarding document review	0.10
01/13/2023	Tamerlin J. Godley	Revise and circulate letter memorializing privilege waiver	0.30
01/13/2023	Tamerlin J. Godley	Emails with P. Cho regarding document collection and review	0.10
01/13/2023	Tamerlin J. Godley	Video conference with A. Bagheri and C. Calix (State Bar) and P. Hwang regarding privilege waiver	0.50
01/14/2023	Tamerlin J. Godley	Emails with L. Ikegami regarding S. Kwok discipline proceedings and materials for same	0.10
01/16/2023	Peter Y. Cho	Review and analyze search term hit results	0.80
01/17/2023	Peter Y. Cho	Review and analyze search terms and hit analysis	0.50
01/17/2023	Peter Y. Cho	Review and analyze correspondence to S. Tucker	0.50
01/17/2023	Peter Y. Cho	Review multiple correspondence from D. Bui regarding document collection	0.10
01/17/2023	Peter Y. Cho	Review multiple correspondence from L. Ikegami regarding document collection	0.10
01/17/2023	Peter Y. Cho	Revise search terms for document review	0.80
01/17/2023	Peter Y. Cho	Prepare correspondence to P. Hwang, J. Yu, and J. Wragg regarding document review	0.20
01/18/2023	Peter Y. Cho	Review and analyze search terms and interviewee list	1.50
01/18/2023	Tamerlin J. Godley	Emails with P. Cho regarding document collection and prioritizing of document review and interviews	0.10
01/19/2023	Jennifer J. Yu	Prepare master interview outline	2.00
01/19/2023	Peter Y. Cho	Revise search terms for document review	1.20
01/19/2023	Peter Y. Cho	Review and analyze documents for investigation	1.30

01/19/2023	Peter Y. Cho	Prepare collection of data from LADWP	0.60
01/19/2023	Peter Y. Cho	Review multiple correspondence from T. Zaccaro regarding document review	0.10
01/20/2023	Peter Y. Cho	Revise search terms for document review	0.70
01/20/2023	Peter Y. Cho	Review multiple correspondence from L. Ikegami regarding document collection	0.10
01/20/2023	Peter Y. Cho	Review multiple correspondence from P. Hwang regarding data collection	0.10
01/20/2023	Peter Y. Cho	Review and analyze documents for investigation	2.00
01/20/2023	Tamerlin J. Godley	Emails with P. Cho regarding document collection and review	0.10
01/22/2023	Peter Y. Cho	Revise search terms for document review	0.40
01/22/2023	Peter Y. Cho	Review and analyze custodian documents for investigation	2.00
01/22/2023	Peter Y. Cho	Prepare interview order of current LADWP employees for investigation	0.70
01/23/2023	Jennica K. Wragg	Telephone conference with P. Hwang, J. Yu and P. Cho regarding document review	0.50
01/23/2023	Jennifer J. Yu	Attend meeting with P. Cho, P. Hwang, and J. Wragg regarding next steps	0.50
01/23/2023	Peter Y. Cho	Telephone conference with P. Hwang, J. Yu, and J. Wragg regarding investigation	0.50
01/23/2023	Peter Y. Cho	Review and analyze relevance of current employees to P. Paradis matters	0.60
01/23/2023	Peter Y. Cho	Prepare document review for investigation	0.60
01/23/2023	Peter Y. Cho	Multiple correspondence with L. Ikegami regarding data collection	0.10
01/23/2023	Peter Y. Cho	Conference with P. Hwang regarding investigation	0.20
01/23/2023	Tamerlin J. Godley	Video conference with T. Zaccaro and P. Cho regarding document collection, review and witness interview preparation	0.50
01/24/2023	Tamerlin J. Godley	Telephone conference with P. Hwang regarding privilege waiver letter and tweak to same, emails with A. Bagheri regarding same and telephone conference with A. Bagheri regarding same	0.30
01/24/2023	Tamerlin J. Godley	Emails with A. Bagheri regarding privilege waiver letter	0.10

01/25/2023	Jennica K. Wragg	Review correspondence and attached documents from T. Godley concerning LADWP memorandum about collection of data and P. Paradis' motion for certification concerning correspondence with LADWP employees	0.50
01/26/2023	Jennica K. Wragg	Telephone conference with P. Cho, P. Hwang and J. Yu regarding document review and correspondence with P. Cho related thereto	0.60
01/26/2023	Jennifer J. Yu	Attend meeting led by P. Cho regarding next steps on interviews	0.50
01/26/2023	Tamerlin J. Godley	Prepare for and participate in meeting with M. Adams, J. Riley and T. Zaccaro regarding M. Adams memorandum on pulling documents for investigation, meeting with A. Benjamin, L. Ikegami and T. Zaccaro regarding S. Kwok discipline, and telephone conference with C. McClain-Hill regarding strategy and tasks	3.30
01/27/2023	Jennica K. Wragg	Telephone conference with P. Cho regarding document review for A. Kendall and N. Sutley	0.50
01/28/2023	Jennica K. Wragg	Review documents concerning A. Kendall and N. Sutley and prepare chronology related thereto	3.10
01/29/2023	Jennica K. Wragg	Review documents concerning investigation	1.40
01/30/2023	Jennica K. Wragg	Review documents concerning investigation	4.00
01/31/2023	Jennica K. Wragg	Review documents concerning investigation	2.30
01/31/2023	Peter Y. Cho	Prepare document review for investigation	0.40
Subtotal: C100 FACT GATHERING			47.80

C300 ANALYSIS AND ADVICE

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
01/03/2023	Tamerlin J. Godley	Emails regarding CPRA document review	0.10
01/03/2023	Tamerlin J. Godley	Emails regarding review of CPRA documents and attempts to review same	0.50
01/03/2023	Thomas A. Zaccaro	Telephone conference with T. Godley and P. Cho regarding investigation, document review	0.30
01/04/2023	Philip M. Hwang	Prepare for and telephone conference with team regarding review of documents from LADWP custodians	0.60

01/04/2023	Tamerlin J. Godley	Telephone conference with T. Zaccaro regarding document collection and emails regarding same	0.20
01/05/2023	Philip M. Hwang	Review privilege proposal from the CA Bar	0.50
01/05/2023	Thomas A. Zaccaro	Email correspondence regarding data collection for investigation	0.20
01/06/2023	Philip M. Hwang	Prepare for and telephone conference with CA Bar regarding privilege waiver agreement	0.50
01/06/2023	Philip M. Hwang	Revise privilege agreement with CA Bar	1.70
01/06/2023	Tamerlin J. Godley	Review and revise privilege waiver letter and emails regarding same	0.40
01/06/2023	Tamerlin J. Godley	Review correspondence from State Bar on privilege waiver and analysis of same; emails with P. Hwang regarding same	0.20
01/06/2023	Tamerlin J. Godley	Telephone conference with P. Hwang in preparation for further meeting with State Bar	0.10
01/06/2023	Tamerlin J. Godley	Review P. Hwang revisions to privilege waiver letter and emails regarding same	0.10
01/07/2023	Tamerlin J. Godley	Emails with J. Riley and PH team regarding new P. Paradis filing	0.10
01/09/2023	Tamerlin J. Godley	Emails with C. McClain-Hill regarding closed session attendance	0.10
01/09/2023	Tamerlin J. Godley	Emails with T. Zaccaro regarding P. Paradis filing	0.10
01/09/2023	Tamerlin J. Godley	Review P. Paradis filing and emails regarding same	0.40
01/09/2023	Thomas A. Zaccaro	Email correspondence regarding investigation	0.20
01/09/2023	Thomas A. Zaccaro	Review P. Paradis recent bankruptcy filing and email correspondence with C. McClain-Hill and T. Godley regarding same	1.00
01/10/2023	Philip M. Hwang	Telephone conference with discovery vendor regarding investigation	0.80
01/10/2023	Tamerlin J. Godley	Emails with A. Bagheri regarding call on privilege waiver	0.10
01/10/2023	Tamerlin J. Godley	Emails with T. Zaccaro regarding setting meeting	0.10

01/10/2023	Tamerlin J. Godley	Emails with T. Zaccaro regarding attending closed session	0.10
01/10/2023	Thomas A. Zaccaro	Prepare for and participate in Board meeting	1.50
01/11/2023	Tamerlin J. Godley	Emails with L. Ikegami regarding S. Kwok discipline	0.10
01/11/2023	Thomas A. Zaccaro	Telephone conference with T. Godley regarding Board meeting	0.20
01/12/2023	Philip M. Hwang	Telephone conference with California Bar regarding privilege waiver	0.30
01/13/2023	Tamerlin J. Godley	Emails with T. Zaccaro regarding setting meeting on strategy and tasks	0.10
01/13/2023	Tamerlin J. Godley	Telephone conference with T. Zaccaro regarding strategy and tasks	0.20
01/13/2023	Tamerlin J. Godley	Emails with L. Ikegami regarding S. Kwok discipline and support for same	0.20
01/13/2023	Thomas A. Zaccaro	Telephone conference with T. Godley and P. Cho regarding document collection and review	0.20
01/13/2023	Thomas A. Zaccaro	Telephone conference with T. Godley regarding investigation and next steps	0.20
01/18/2023	Tamerlin J. Godley	Telephone conference with J. Riley and emails with P. Cho and T. Zaccaro regarding same	0.40
01/18/2023	Thomas A. Zaccaro	Email correspondence regarding investigation	0.20
01/19/2023	Thomas A. Zaccaro	Read P. Kiesel deposition and review exhibits	1.00
01/19/2023	Thomas A. Zaccaro	Review search term report and email correspondence regarding same	0.20
01/20/2023	Thomas A. Zaccaro	Review search term hit report	0.20
01/20/2023	Thomas A. Zaccaro	Review P. Kiesel deposition testimony and related exhibits	2.50
01/23/2023	Peter Y. Cho	Telephone conference with T. Godley and T. Zaccaro regarding document review	0.50
01/23/2023	Peter Y. Cho	Review and analyze revised search term hit results	0.30
01/23/2023	Peter Y. Cho	Multiple correspondence with vendor regarding document review	0.10
01/23/2023	Philip M. Hwang	Prepare interview outlines for upcoming interviews of LADWP employees	0.70

01/23/2023	Thomas A. Zaccaro	Review search term report and telephone conference with P. Cho and T. Godley regarding same	0.80
01/23/2023	Thomas A. Zaccaro	Email correspondence regarding state bar correspondence regarding waiver of privilege	0.30
01/24/2023	Peter Y. Cho	Prepare document review for internal investigation	0.70
01/24/2023	Thomas A. Zaccaro	Email correspondence regarding investigation	0.30
01/25/2023	Peter Y. Cho	Prepare document review for internal investigation	1.50
01/25/2023	Philip M. Hwang	Discuss privilege waiver proposal with T. Godley	0.70
01/25/2023	Tamerlin J. Godley	Telephone conference with A. Banerjee and C. Calix regarding privilege waiver letter, finalization and circulation of same	0.50
01/25/2023	Tamerlin J. Godley	Telephone conference with J. Riley regarding M. Adams memorandum	0.20
01/25/2023	Tamerlin J. Godley	Emails with PH team and J. Riley regarding M. Adams memorandum	0.30
01/25/2023	Tamerlin J. Godley	Emails with A. Banerjee regarding call	0.10
01/25/2023	Thomas A. Zaccaro	Email correspondence regarding investigation and document collection	0.30
01/26/2023	Peter Y. Cho	Review and analyze documents for investigation	0.80
01/26/2023	Peter Y. Cho	Prepare document review for investigation	1.00
01/26/2023	Peter Y. Cho	Revise search terms for document review	0.70
01/26/2023	Philip M. Hwang	Prepare interview outlines for upcoming interviews of LADWP employees	0.40
01/26/2023	Thomas A. Zaccaro	Prepare for and participate in meeting with M. Adams, J. Riley and T. Godley	3.00
01/27/2023	Peter Y. Cho	Telephone conference with J. Wragg regarding investigation	0.40
01/27/2023	Peter Y. Cho	Prepare document review for internal investigation	2.80
01/27/2023	Tamerlin J. Godley	Emails and telephone conference with L. Ikegami regarding discipline for S. Kwok and emails with J. Yu regarding same	0.50
01/27/2023	Tamerlin J. Godley	Emails with J. Riley regarding strategy and tasks	0.10
01/31/2023	Thomas A. Zaccaro	Email correspondence regarding investigation and telephone conference with T. Godley regarding same	0.20

Subtotal: C300 ANALYSIS AND ADVICE 33.10

C400 THIRD PARTY COMMUNICATION

<u>Date</u>	<u>Timekeeper Name</u>	<u>Description</u>	<u>Hours</u>
01/04/2023	Tamerlin J. Godley	Emails with T. Nwosu regarding identification of exemptions for withholding	0.10
01/17/2023	Tamerlin J. Godley	Emails with State Bar regarding privilege waiver letter	0.10
01/18/2023	Tamerlin J. Godley	Prepare email to C. McClain-Hill regarding privilege waiver letter for State Bar	0.60
01/20/2023	Tamerlin J. Godley	Emails with A. Bagheri regarding waiver letter	0.10
01/23/2023	Tamerlin J. Godley	Emails with C. McClain-Hill and P. Hwang regarding privilege waiver letter	0.10
01/25/2023	Tamerlin J. Godley	Telephone conference with J. Riley regarding meeting with M. Adams and emails with T. Zaccaro regarding same	0.20

Subtotal: C400 THIRD PARTY COMMUNICATION 1.20

Total Hours 82.10

Timekeeper Summary

Thomas A. Zaccaro	12.80	hours at	\$895.00
Tamerlin J. Godley	14.50	hours at	\$895.00
Peter Y. Cho	29.80	hours at	\$895.00
Jennica K. Wragg	13.40	hours at	\$895.00
Philip M. Hwang	6.20	hours at	\$895.00
Jennifer J. Yu	3.80	hours at	\$895.00
Mayra O. Lopez	1.60	hours at	\$375.00

Costs incurred and advanced

Courier Service 236.25

Total Costs incurred and advanced \$236.25

Current Fees and Costs	\$72,883.75
Prior Balance Due	\$122,241.69
Total Balance Due - Due Upon Receipt	\$195,125.44