

SUPPLEMENT TO ATTORNEY MISCONDUCT COMPLAINT

To: Office of Chief Trial Counsel
State Bar of California

Complainant: Paul O. Paradis

Date: October 18, 2022

Re: Case No: 22-O-00978

**Supplement To 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 City Attorney Michael N. Feuer**

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1 **INTRODUCTION**

2 1. On January 19, 2022, Paul O. Paradis (“Paradis” or “Complainant”) filed a
3 complaint (“Complaint”) alleging attorney misconduct against nine attorneys, including Los
4 Angeles City Attorney Michael N. Feuer (“Feuer”).

5 2. On August 19, 2022, Feuer’s attorney was provided with a letter from the United
6 States Department of Justice that states in relevant part, “this will confirm that the United States
7 Attorney’s Office for the Central District of California does not, as of the date of this letter, have
8 an ongoing investigation into your client.” Significantly, this letter further states, “***this***
9 ***assessment is based on the information the Office has obtained to date; therefore, it could of***
10 ***course change in the event that new or different information comes to our attention.***” Exhibit
11 1. (Emphasis added).

12 3. Because Paradis has knowledge that Feuer personally committed numerous acts
13 that constitute felony and misdemeanor crimes, Complainant hereby files this Supplement to the
14 attorney misconduct Complaint (“Supplemental Complaint”) to provide additional specific
15 information and evidence of Feuer’s misconduct.

16 4. Pursuant to § 6086.1 (b)(2) of the State Bar Act, Complainant respectfully
17 requests that the Chief Trial Counsel or the Chair of the State Bar waive confidentiality of this
18 investigation because such a waiver is clearly warranted here for the protection of the public
19 given the: (i) fact that Feuer is the top ranking law enforcement official in the City of Los
20 Angeles; and (ii) nature of the criminal and ethical misconduct Feuer engaged in, as detailed
21 herein.

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BACKGROUND

LADWP’s Implementation of the New CC&B Billing System Is A Disaster¹

5. The City of Los Angeles (“City”) provides water and electric service to certain residents of the City and the County of Los Angeles through the City’s Department of Water & Power (“LADWP”). The LADWP is the largest municipal utility in the United States, with an annual operating budget of \$5.5 billion. LADWP provides water and electric service to approximately 4 million residents and has 1.4 million customers (“ratepayers”).

6. In September 2013, the LADWP launched a new customer information and billing system (CIS) to assist in managing some of its core business operations, including billing for power and water usage. As part of the new CIS, the LADWP replaced its forty-year old billing system with a new "Customer Care & Billing System" ("CC&B System") that was configured and implemented by PricewaterhouseCoopers, LLP ("PwC").

7. The launch of the LADWP’s CC&B System was a disaster. By the end of 2014, the City had lost hundreds of millions of dollars in unclaimed revenue due to billing problems with the CC&B System and had suffered from scathing and relentless attacks in the media about the billing debacle. In addition, due to DWP’s failure to resolve ratepayer complaints and ongoing issues with the new CC&B System, four putative billing class action lawsuits were filed against the City in 2014 and early 2015.

8. These class actions generally alleged that, since the September 2013 “go live” of the CC&B System, the LADWP had improperly overcharged its customers, sent delayed bills, improperly estimated bills, failed to investigate problems, and failed to provide customers with

¹ The factual information set forth in Section I hereof is primarily a summary of the findings reported by Special Master Edward Robbins at pp. 5-8 of Volume I of III of the Special Master’s July 2021 Report entitled, “*Report on The Investigation Into Any Violations Surrounding The Case and Action of Jones v. City of Los Angeles and Related Cases*” (the “Special Master Report”). Complainant has personal knowledge of the findings summarized in Section I hereof and is competent to, and could and would, testify thereto if called upon to do so.

1 appropriate refunds or credits.

2 9. By the end of 2014, the LADWP was enmeshed in a public relations firestorm
3 resulting from the LADWP's ongoing failure to provide reliable billing services to its over 1.4
4 million ratepayers.

5
6 **The City's "Collusive Litigation Scheme"**
7 **Is Authorized and Directed By**
8 **The Los Angeles City Attorney's Office**

9 10. Beginning in February 2015, lawyers in the Los Angeles City Attorney's Office
10 authorized and directed the implementation of a three-part plan to address that public relations
11 firestorm and take control of the ever-worsening LADWP billing debacle by:

12 (1) shifting blame in the press from the LADWP to its billing system consultant
13 PwC;

14 (2) suing PwC for damages (City v. PwC); and

15 (3) secretly recruiting two attorneys who were "friendly" to the City and who had
16 agreed to work with the City by filing a collusive lawsuit against the City utilizing a ratepayer
17 client named Antwon Jones that would then be used to settle *all* of the LADWP billing debacle
18 related claims brought against the City in all of the class actions.

19 11. After conducting a nearly two-year long investigation, Special Master Edward
20 Robbins found that, by mid-February 2015, Los Angeles City Attorney Feuer and Feuer's top
21 deputies, James Clark ("Clark") and Thomas Peters ("Peters"), as well as other Deputy Los
22 Angeles City Attorneys Richard Brown ("Brown"), Eskel Solomon ("Solomon"), Richard Tom
23 ("Tom"), and Deborah Dorny ("Dorny"), along with LADWP Board President Meldon Levine
24 ("Levine"), all knew most or all of this three-part plan.

25 12. Special Master Robbins also found that, Clark, Peters, Solomon, Tom and Dorny
26 all knew in early 2015 that Antwon Jones was the ratepayer represented by Paradis and attorney
27 Paul Kiesel ("Kiesel"). The City's outside counsel from Liner LLP (the "Liner Firm"), Maribeth
28 Annaguey ("Annaguey") and Angela Agrusa ("Agrusa"), voiced objections to a portion of the
three-part plan as it had initially been conceived, which led the City to a mid-February 2015

1 decision to drop the *Jones v. PwC* Action and swap in the *Jones v. City* Action, which was
2 known to all of these attorneys to be a collusive “white knight” suit that would be the class action
3 that would be used to sideline the other ratepayer class action suits then pending against the City.

4 13. On or about February 23, 2015, Clark, Peters, Kiesel and Paradis met in City
5 Attorney Feuer’s conference room on the 8th floor of City Hall East. During this meeting, Clark
6 complained about the increasingly negative news cycle and ever-increasing number of hostile
7 news stories concerning the failed implementation of the LADWP’s new customer billing system
8 and how LADWP and City officials were being targeted for blame.

9 14. Clark then discussed a rapidly growing sentiment among LADWP and City
10 officials and stated many City officials felt that something drastic needed to be done to change
11 the increasingly negative and hostile public narrative concerning who bore responsibility for the
12 LADWP’s newly implemented failed billing system. Clark stated that City officials, including
13 Feuer himself, felt strongly that the City needed to hold whoever was responsible for delivering
14 the failed billing system to the LADWP financially accountable to the City and believed that
15 doing so would greatly aid the effort to change the narrative.

16 15. In addition to changing the public narrative and re-directing public criticism away
17 from City officials and toward the people responsible for delivering the failed billing system to
18 the LADWP, Clark also stated that the City Attorney’s office very much wanted to gain control
19 over the ever-burgeoning number of consumer class actions that were being filed against the City
20 so that the City could resolve these cases on terms dictated by the City.

21 16. After an extended discussion, Chief Deputy Clark then personally authorized and
22 directed Kiesel and Paradis to find counsel who would be friendly to the City to supposedly
23 represent plaintiff Antwon Jones in a collusive class-action lawsuit against the City that involved
24 the City essentially suing itself so that the City could achieve a settlement on the terms and
25 timetable dictated by the City. Clark, Peters, Kiesel and Paradis further agreed that, pursuant to
26 this strategy, the forthcoming collusive *Jones v. City of Los Angeles* lawsuit would be used as a
27 vehicle to settle *all* existing LADWP-billing-related claims against the City on the City’s desired
28 terms, including those claims asserted in at least four other earlier filed consumer class actions.

1 17. Acting at Clark’s authorization and direction, Paradis and Kiesel created the
2 “white knight” suit by hand-picking friendly plaintiff’s lawyers (Jack Landskroner of Cleveland
3 and Michael Libman of Los Angeles) to file a Paradis-drafted complaint against the City and
4 email a Paradis-drafted settlement offer to the City. At the direction of Clark and Peters, Paradis
5 drafted the *Jones v. City* class action complaint accusing the City of a host of bad actions against
6 Antwon Jones and the Class members, including fraud and deceit, unjust enrichment, negligent
7 misrepresentation, violation of city ordinances, and incorporated the theme from their earlier
8 *Jones v. PwC* draft complaint.

9 18. Significantly, Special Master Robbins found that, “*this was the inception of the*
10 *collusive Jones v. City lawsuit.*” See Special Master Robbins Report at p. 22. (Emphasis added).

11
12 **FEUER’S VIOLATIONS OF THE STATE BAR ACT AND**
13 **CALIFORNIA RULES OF PROFESSIONAL CONDUCT**

14 **I. City Attorney Feuer Aids and Abets a \$1 Million**
15 **Extortion Scheme In December 2017 To Prevent Public**
16 **Disclosure of the City’s Corrupt Collusive Litigation Scheme**

17 19. Concealing the fact that the City was, in substance, suing itself in the *Jones v. City*
18 action was critical for the City because a legitimate civil action must be prosecuted by one party
19 against another for the declaration, enforcement, or protection of a right, or the redress or
20 prevention of a wrong. See CCP § 30 (Civil action defined). Public exposure of the facts behind
21 the filing of *Jones v. City* would, at a minimum, have destroyed the City’s modified three-part
22 plan and revealed to the public that the City’s corrupt collusive scheme had literally been born in
23 the City Attorney’s office. See Special Master Report at 5.

24 20. On December 1, 2017, City Attorney Feuer acted knowingly and willfully to
25 prevent the public revelation of the fact that the City Attorney’s Office had conceived of and
26 implemented the corrupt collusive litigation scheme to achieve the collusive settlement obtained
27 by the City in the *Jones* Action.

28 21. Feuer did so by directing Thomas Peters, who was then the Chief of the Los
Angeles City Attorney’s Civil Litigation Branch, to instruct attorney Paul Kiesel, who was then

1 one of the two Special Counsel to the City in an action entitled *City of Los Angeles v.*
2 *PricewaterhouseCoopers, LLP*, BC574690 (hereinafter the “*PwC Action*”), to pay Julissa
3 Salgueiro (“Salgueiro”) the \$1 million extortion payment that Salgueiro was demanding from
4 Kiesel to buy her silence and prevent her from publicly revealing that Feuer’s Chief Deputy,
5 James Clark, had conceived of and corruptly utilized the City’s collusive litigation scheme to
6 obtain the collusive settlement in the *Jones Action*. Feuer directed Peters in this manner during a
7 meeting that commenced at 4:45 pm on Friday, December 1, 2017 that was held in Feuer’s
8 personal office and attended, in-person, by Feuer, Feuer’s Chief of Staff, Leela Kapur (“Kapur”)
9 and Peters and attended telephonically by LADWP General Counsel Joseph Brajevich
10 (“Brajevich”). *See Exhibits 2 – 5.*

11 22. To fully understand and appreciate the circumstances that led Feuer to aid and
12 abet Salgueiro’s \$1 million extortion scheme in violation of 18 U.S.C. § 1951(a) (extortion) and
13 18 U.S.C. § 2 (aiding and abetting) on December 1, 2017, it is necessary to examine the events
14 that occurred in the weeks immediately preceding Feuer’s illegal actions.

15 23. On November 16, 2017, Paradis personally participated in a meeting with Peters
16 in Peters’ seventh floor office at City Hall East from approximately 9:30 to 10:30 am.

17 24. During that November 16, 2017 meeting, Paradis informed Peters that Salgueiro²,
18 who was a recently terminated former employee of the Kiesel Law LLP law firm (the “Kiesel
19 Firm”) (one of the two firms that had been hired as Special Counsel to the City to prosecute the
20 *City v. PwC* action), had taken documents from the Kiesel Firm that demonstrated, among other
21 things, that the Los Angeles City Attorney’s Office had corruptly colluded with plaintiffs’
22 counsel, attorney Jack Landskroner (“Class Counsel”), in the *Jones v. City* class action and
23 Salgueiro was threatening to make these and other documents public and also threatening to
24 appear before Judge Berle at the December 4, 2017 hearing in the *City of Los Angeles v.*
25

26
27 ² Prior to being employed by the Los Angeles City Attorney’s Office, Peters had been
28 employed as an attorney at Kiesel Law, LLP and during Peters’ tenure at the Kiesel Firm, Peters
had worked with Salgueiro and knew Salgueiro personally.

1 *PricewaterhouseCoopers LLP* litigation to inform Judge Berle of the City’s collusive litigation
2 scheme, unless Kiesel paid Salgueiro the sum of \$1 million that Salgueiro was demanding of
3 Kiesel.

4 25. Peters responded by telling Paradis that, if Salgueiro were to inform Judge Berle
5 and the public at large that the City Attorney’s Office had conceived of and executed the
6 collusive litigation scheme to obtain the collusive settlement in the *Jones* Action and provide
7 Judge Berle with documents demonstrating that the City’s settlement in the *Jones v. City* class
8 action was the product of corrupt collusion between the City Attorney’s Office and Class
9 Counsel, the reputation of the City Attorney’s Office would be severely damaged.

10 26. Peters then also told Paradis that Chief Deputy City Attorney James Clark had
11 recently come to Peters’ office, in person, to speak with Peters about Clark having received a
12 package from Salgueiro in late October 2017 that contained numerous documents and that Clark
13 had also received two phone calls from Salgueiro, who was requesting an in-person meeting with
14 Clark to discuss the documents Salgueiro had delivered to Clark. Peters then stated that Clark
15 was “fucking pissed” that Salgueiro had brought the dispute between Salgueiro and Kiesel to
16 Clark’s attention and that Clark had told Peters that Clark had not responded to Salgueiro
17 because Clark was not going to meet with her.

18 27. During this November 16, 2017 meeting, Peters also told Paradis that Clark had
19 informed Peters that Clark wanted Kiesel’s dispute with Salgueiro resolved so that it did not
20 become public. Peters said that Clark had asked Peters what Salgueiro was complaining about
21 specifically and that Peters had explained the facts of the dispute involving Salgueiro and Kiesel
22 to Clark.

23 28. On November 17, 2017, Peters requested that Kiesel and Paradis meet with Peters
24 in person. At approximately 11:30 am, Kiesel and Paradis met with Peters in Peters’ seventh
25 floor office at City Hall East. During this meeting, Peters told Kiesel and Paradis that Clark had
26 spoken with Peters about Salgueiro having delivered a package of documents³ concerning the

27
28 ³ Complainant has confirmed that the Los Angeles City Attorney’s Office spoliated evidence of
criminal activity. On April 11, 2022, Complainant filed a CPRA Request requesting production

1 dispute between Salgueiro and Kiesel to Clark's 8th floor office at City Hall East and called
2 Clark's office twice to request an in-person meeting with Clark.

3 29. Peters then told Kiesel and Paradis that both Peters and Clark were "fucking
4 pissed" about this and that Kiesel needed to get his dispute with Salgueiro cleaned up
5 immediately so that Salgueiro would not go public and reveal the fact that the City Attorney's
6 Office had conceived of and executed the corrupt collusive litigation scheme that had been used
7 to obtain the collusive settlement in the *Jones* Action. Peters also mentioned that at least two of
8 the six cases that Salgueiro was complaining about involved litigation with the City and that one
9 of those two cases was the *Jones v. City* class action.

10 30. Peters then told Kiesel and Paradis that Peters had already informed Feuer about
11 the dispute involving Salgueiro and Kiesel. Peters then went on to state that Feuer was
12 extremely unhappy about this situation and that, if it was not immediately cleaned up, Kiesel's
13 firm, and possibly both of our firms, would be terminated as Special Counsel to the City in the
14 *PwC* Action.

15 31. During this November 17, 2017 meeting, Peters also said that, while he was
16 sympathetic to the fact that Salgueiro was demanding a very large amount of money from Kiesel,
17 Feuer, Clark and Peters all had no choice but to demand that Kiesel work out a deal with
18 Salgueiro to pay her extortion demand because the City and the City Attorney's Office could not
19 tolerate the fact of the corrupt collusive settlement in the *Jones v. City* class action becoming
20 public. At various points in the conversation, Peters and Kiesel became animated and voices
21 were repeatedly raised by both of them.

22 32. Peters concluded this November 17, 2017 meeting, which lasted slightly longer
23 than an hour, until approximately 12:45 pm, by firmly directing Kiesel to work out a deal with
24

25 of certain documents "stolen or improperly retained from Kiesel's law firm . . . that would show
26 the City's undisclosed collusion with Ohio Attorney in the *Jones v. city* lawsuit," that had been
27 delivered to Clark's office by Salgueiro. Later that same day, the City Attorney's Office
28 formally responded to this CPRA Request and stated, "***after conducting a thorough search, our
office has determined it has no responsive records to either prong of your request.***" Exhibit 6.
(Emphasis added).

1 Salgueiro to pay her and buy her silence so that none of the information concerning the City's
2 corrupt collusive litigation scheme involving the *Jones v. City* action that Salgueiro was
3 threatening to reveal would become public. ***Peters also again stated very clearly that Feuer had***
4 ***told Peters, if this dispute between Salgueiro and Kiesel was not dealt with promptly, Kiesel,***
5 ***and likely Complainant as well, would be terminated as Special Counsel for the City.***

6 33. Complainant has personal knowledge that the dispute between Salgueiro and
7 Kiesel was not resolved during the period Friday, November 17, 2017 through Thursday,
8 November 30, 2017.

9 34. On Friday December 1, 2017 at 4:45 pm, Feuer conducted a meeting in Feuer's
10 personal office on the 8th Floor at City Hall East with Peters and Kapur attending in person and
11 Brajevich attending via telephone. The purpose of this meeting was to provide Peters with an
12 opportunity to update Feuer, Kapur and Brajevich concerning the status of Kiesel's dispute with
13 Salgueiro.

14 35. During this December 1, 2017 meeting, Feuer directed Peters to instruct Kiesel to
15 pay the \$1 million extortion demand that Salgueiro was demanding to buy her silence in
16 exchange for Salgueiro not publicly revealing the City's corrupt collusive litigation scheme.
17 The fact that Feuer did so has been admitted to by Peters who, himself, has now been charged
18 with aiding and abetting extortion for having carried out Feuer's instructions.

19 36. The details concerning Feuer's instructions and the actions that Peters took based
20 on Feuer having instructed Peters are set forth in the Information and Plea Agreement in a
21 criminal matter captioned, *United States of America v. Thomas H. Peters*, No. CR 2:22-cr-
22 00009-PA that were filed in the United States District Court for the Central District of California
23 on January 10, 2022, (the "*Peters Information*" and "*Peters' Plea Agreement*," respectively).
24 See Exhibits 7 and 8 hereto.

25 37. In *Peters' Plea Agreement*, Peters admits in relevant part,

26 ***Late in the afternoon on Friday, December 1, 2017, defendant PETERS met***
27 ***with other senior members of the City Attorney's Office and provided an update***
28 ***on the status of the of the [Julissa Salgueiro] situation, including her threat to***
appear at the City v. PwC hearing the following Monday and reveal Sensitive

1 ***Documents Defendant PETERS conveyed that Kiesel had described***
2 ***[Julissa Salgueiro’s] threats as ‘extortion.’ Defendant PETERS was directed to***
3 ***take care of the situation, and he stated he would do so. . . .***

4 See Exhibit 8 at Factual Basis p. 8, ¶20. (Emphasis added).

5 38. On December 1, 2017 at 10:19 pm, Peters sent Paradis a text, a true and correct
6 copy of which is attached as Exhibit 9 hereto.

7 39. Peters’ December 1, 2017 text to Paradis states:

8 ***Mike [Feuer] is not firing anyone at this point. But he is far from happy about***
9 ***the prospect of a sideshow. Also, mediating Paul’s [Kiesel] matter at DWP, not***
10 ***a popular move. We can speak over the weekend. Thanks.***

11 *Id.* (Emphasis added). This text is also expressly referenced in *Peters Plea Agreement*. See
12 Exhibit 8 at Factual Basis p. 8, ¶21. (Emphasis added).

13 40. The foregoing admissions in the *Peters Plea Agreement*, when read in conjunction
14 with the plain language of Peters’ text to Paradis of December 1, 2017, demonstrates that Los
15 Angeles City Attorney Feuer aided and abetted extortion in violation of 18 U.S.C. § 1951(a)
16 (extortion) and 18 U.S.C. § 2 (aiding and abetting) on December 1, 2017 when Feuer “directed
17 [Peters] to take care of the situation” by having Kiesel pay the extortion payment demanded by
18 Salgueiro.

19 41. As the Los Angeles City Attorney, Feuer is a Los Angeles “City official” as
20 defined by §49.5.2 C. of the *City of Los Angeles Governmental Ethics Ordinance*.⁴

21 42. As a Los Angeles City Official, the activities Feuer engaged in as Los Angeles
22 City Attorney were – and are – subject to, and governed by, the requirements imposed on “City
23 Officials” by the *City of Los Angeles Governmental Ethics Ordinance*.

24 43. Section 49.5.5 of the *City of Los Angeles Governmental Ethics Ordinance* is
25 titled, “**MISUSE OF CITY POSITION OR RESOURCES**” and Section 49.5.5.A thereof
26 states in relevant part,

27 ⁴ Section 49.5.1 A of the *Los Angeles Municipal Code* states, “this Article shall be
28 known as the *City of Los Angeles Governmental Ethics Ordinance*.”

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A. *City officials . . . shall not misuse or attempt to misuse their positions . . . to create or attempt to create a private advantage or disadvantage, financial or otherwise, for any person.*

(Emphasis added).

44. Section 49.5.5.C of the *City of Los Angeles Governmental Ethics Ordinance* states in relevant part,

C. *A person shall not induce or coerce or attempt to induce or coerce another person to engage in activity prohibited by Subsections A or B.*

(Emphasis added).

45. Section 49.5.16 of the *City of Los Angeles Governmental Ethics Ordinance* states in relevant part,

A. Criminal Enforcement

1. *A person who does any of the following is guilty of a misdemeanor:*

- a. *Knowingly or willfully violates any provision of this Article;*
- b. *Knowingly or willfully causes another person to violate a provision of this Article; or*
- c. *Aids and abets another person in violating a provision of this article.*

(Emphasis added).

46. By aiding and abetting Salgueiro’s \$1 million extortion scheme as detailed in the *Peters Plea Agreement*, Feuer knowingly and willfully violated §49.5.5.C and §49.5.16 of the *City of Los Angeles Governmental Ethics Ordinance*.

47. Within hours after the *Peters Information* and *Peters Plea Agreement* were filed and made public, *Courthouse News Service* reported that Los Angeles City Attorney Michael Feuer had issued an email statement in which Feuer expressly disavowed having any knowledge of Peters’ illegal conduct, including the extortion scheme, at any time prior to January 10, 2022.

1 52. Pursuant to § 49.5.16, the violation of the *Los Angeles Municipal Code* committed
2 by Feuer was a misdemeanor violation because:

3 i. Feuer’s act detailed herein was both “knowing” and “willful” and was
4 intended to, and did, enable the City of Los Angeles and the LADWP to fraudulently conceal the
5 existence of and City’s participation in the “collusive litigation scheme” and “collusive
6 settlement” that were conceived of, authorized and directed by Feuer’s second in command,
7 Chief Deputy City Attorney James Clark;

8 ii. Feuer, “knowingly” and “willfully” inducing or coercing, or attempting to
9 induce or coerce other City Attorney personnel, including, Kapur, Peters and Brajevich, to
10 engage in activity prohibited by §49.5.5.A of the *City of Los Angeles Governmental Ethics*
11 *Ordinance*; and

12 iii. Feuer, “knowingly” and “willfully” aided and abetted other City Attorney
13 personnel, including, Leela Kapur, Thomas Peters and Joseph Brajevich to violate § 49.5.5.A,
14 and § 49.5.5.C of the *City of Los Angeles Governmental Ethics Ordinance*.

15 53. Because the wrongful acts engaged in by Feuer detailed herein constitute
16 misdemeanor violations, conviction in a criminal proceeding for these wrongful acts is not a
17 condition precedent to disbarment or suspension from practice for Feuer pursuant to § 6106 of
18 the State Bar Act.

19
20 **CALIFORNIA RULES OF PROFESSIONAL CONDUCT VIOLATED**

21 **California Rule of Professional Conduct 3-210**

22 54. California Rule of Professional Conduct 3-210 prohibits a lawyer from advising
23 “the violation of any law or rule, or ruling of a tribunal unless the member believes in good faith
24 that such law, rule, or ruling is invalid.”

25 55. Los Angeles City Attorney Feuer violated California Rule of Professional
26 Conduct 3-210 on December 1, 2017 by directing his subordinate, Thomas H. Peters, who was
27 then the Chief of the Civil Litigation Branch of the Los Angeles City Attorney’s Office, to aid
28 and abet the extortion scheme being perpetrated against attorney Kiesel by Salgueiro.

1 **California Rule of Professional Conduct Rule 1-120**

2 56. California Rule of Professional Conduct 1-120 states in relevant part, “a member
3 shall not knowingly assist in, solicit, or induce any violation of these rules or the State Bar Act.

4 57. Los Angeles City Attorney Feuer also violated California Rule of Professional
5 Conduct 1-120 on December 1, 2017 by inducing his subordinate, Thomas H. Peters, who was
6 then the Chief of the Civil Litigation Branch of the Los Angeles City Attorney’s Office, to aid
7 and abet the extortion scheme being perpetrated against attorney Kiesel by Salgueiro. By doing
8 so, City Attorney Feuer, himself, also aided and abetted extortion in violation of 18 U.S.C. §
9 1951(a) (extortion) and 18 U.S.C. § 2 (aiding and abetting) and thereby further violated
10 California Rule of Professional Conduct 8.4 (b).

11 **California Rule of Professional Conduct 3-110**

12 58. California Rule of Professional Conduct 3-110 (A) states, “A member shall not
13 intentionally, recklessly, or repeatedly fail to perform legal services with competence” and “the
14 duties set forth in rule 3-110 include the duty to supervise the work of subordinate attorney”

15 59. Los Angeles City Attorney Feuer violated California Rule of Professional
16 Conduct 3-110 on or about December 1, 2017 by direct by directing his subordinate, Thomas H.
17 Peters, who was then the Chief of the Civil Litigation Branch of the Los Angeles City Attorney’s
18 Office, to aid and abet the extortion scheme being perpetrated against attorney Kiesel by
19 Salgueiro.

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21 **II. Feuer Violated the State Bar Act and Rules of Professional
22 Conduct By Knowingly and Willfully Authorizing and Directing
23 The Filing of a Materially False and Misleading Court Filing On
24 April 26, 2019 and Falsely Denying Any Knowledge Of, Or Participation
25 In, the “Collusive Litigation Scheme” During Feuer’s August 2019 Deposition**

26 **A. Feuer Directs The Filing Of A Materially False
27 and Misleading “Notice Re Documents” With The Court**

28 60. On April 26, 2019, Feuer authorized and directed the filing of the City’s “*Notice
Re Documents*” in the case captioned, *City of Los Angeles v. PricewaterhouseCoopers LLP, et
al.*, Case No. BC574690 in the Los Angeles County Superior Court (the “*Notice Re*

1 *Documents*”). See Exhibit 11.

2 61. Attached to the *Notice Re Documents* that Feuer directed be filed with the Court
3 were numerous documents that Kiesel had produced to the City in December 2018. *Id.* Kiesel
4 made this production to the City as Kiesel had been directed to do by Peters in response to a
5 formal request for production of PMQ documents that had been made by PwC in the *PwC*
6 *Action*. Kiesel’s production to the City was made via a Dropbox link that was emailed to Peters
7 in December 2018 due to the large file size.

8 62. The City’s *Notice Re Documents*, along with the attached documents, was filed
9 with the Court at Feuer’s direction and states in relevant part, “***On April 24, 2019, at***
10 ***approximately 5:30 p.m., counsel for the City learned that a .pst file labeled ‘Emails***
11 ***Responsive to PMQ (1).pst’ existed on a forensically-imaged hard drive.***” *Id.* at ¶ 1.
12 (Emphasis added). This statement was known to Feuer to be materially misleading at the time
13 the statement was made because, as detailed below, Feuer had discussed these documents, which
14 had been produced to the City by Kiesel in December 2018, with Peters during a meeting
15 between Peters and Feuer that occurred on or about January 25, 2019.

16 63. Despite this fact, Feuer directed the filing of the *Notice Re Documents* to
17 intentionally mislead Judge Berle into believing that Kiesel and Paradis had been “rogue actors,”
18 and that Feuer and other City Attorney officials had been unaware of the documents Kiesel
19 produced to the City in December 2018, as well as the actions undertaken by Kiesel and Paradis
20 in furtherance of the City’s corrupt collusive litigation scheme at the direction of Chief Deputy
21 City Attorney James Clark, until April 24, 2019.

22 64. At the time the City made this filing on April 26, 2019, Feuer’s office also issued
23 a public statement that was quoted in an article entitled, “***City Attorney Says Emails Show***
24 ***‘Reprehensible Breach of Ethics’ In Los Angeles Utility Ratepayer Case,***” which was
25 published in the April 29, 2019 edition of the *Daily Journal* newspaper. This statement was also
26 intended by Feuer to mislead the Court and the public into believing that Kiesel and Paradis had
27 been “rogue actors,” and that Feuer and other City Attorney officials and the City’s outside
28 counsel (including Annaguey and Agrusa) had been unaware of the actions undertaken by Kiesel

1 and Paradis at the direction of Chief Deputy City Attorney James Clark, until April 24, 2019.

2 65. In relevant part, the article states,

3 *The Los Angeles city attorney’s office said Friday it has discovered a batch of*
4 *emails by outside counsel* hired to defend its interests in the controversial
5 Department of Water and Power ratepayer settlement *that revealed a*
“reprehensible breach of ethics.”

6 See <https://www.dailyjournal.com/articles/352279-city-attorney-says-emails-show-reprehensible-breach-of-ethics-in-los-angeles-utility-ratepayer-case#:~:text=The%20Los%20Angeles%20city%20attorney's,%22reprehensible%20breach%20of%20ethics.%22>. (Emphasis added). The *Notice Re Documents* also states in relevant part, “no

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9 *City employee or officer sent or received any of these emails”* and Feuer’s spokesman, Rob
10 Wilcox, added:

11 *the emails we’ve just discovered reveal a reprehensible breach of ethics by*
12 *outside lawyers in whom our office placed trust. The conduct of previous*
13 *outside counsel now coming to light was outrageous and inexcusable.*

14 *Id.* (Emphasis added).

15 66. On June 29, 2019, the *Daily Journal* newspaper ran another story, this one was
16 titled, “*How LA’s Water Bill Suit Became Mired In Controversy*” and states in relevant part:

17
18 When [Kiesel’s] deposition shifted to the emails that showed Kiesel and Paradis
19 sending a draft of the Jones complaint to Landskroner – emails the city said
20 showed a “reprehensible breach of ethics” – Kiesel insisted they were not news to
the city.

21 “It is your understanding that the batch of emails that was ‘discovered’ on Friday
22 was one you sent through your partner to the city several months earlier in
compliance with a court order?” asked Thomasch.

23 Kiesel answered, “I do.”

24 Following his deposition, Kiesel submitted to the court metadata appearing to
25 show the city downloaded a Dropbox link containing the emails months before
26 the city claimed it did on April 24. The metadata appears to show they were sent
27 from Kiesel’s office responsive to a subpoena and downloaded on two occasions,
including once just days before Clark’s deposition.

28 But the city said it was unable to access those files in early 2019 as it prepared for
a deposition.

1 “As those emails pertain to events which occurred in early 2015 but were not
2 provided by Mr. Kiesel until four years later, they are in no way indicative that
3 the city attorney’s office had knowledge of the events at the time they occurred,”
4 Wilcox wrote in an email. . . .

5 See [https://www.dailyjournal.com/articles/353145-how-la-s-water-bill-suit-became-mired-in-](https://www.dailyjournal.com/articles/353145-how-la-s-water-bill-suit-became-mired-in-controversy)
6 [controversy](https://www.dailyjournal.com/articles/353145-how-la-s-water-bill-suit-became-mired-in-controversy). (Emphasis added).

7 67. On the basis of the foregoing, Feuer knowingly directed the City to make a false
8 statement to Judge Berle and the Los Angeles County Superior Court and offered evidence Feuer
9 knew to be false in furtherance of Feuer’s and the City’s scheme to falsely portray Kiesel and
10 Paradis as “rogue agents” of the City who had purportedly executed the City’s corrupt “collusive
11 litigation scheme” without the knowledge or participation of Los Angeles City officials.

12 **B. Feuer Willfully and Knowingly Testified Falsely,
13 Under Oath, That Feuer Had No Knowledge of
14 The City’s Collusive Litigation Scheme Until April 24, 2019**

15 68. On August 13, 2019, Feuer was deposed by attorney Daniel Thomasch, counsel
16 for PwC in the *PwC* Action. During that deposition, Feuer knowingly and willfully testified
17 falsely, under oath, that Feuer had no knowledge of the City’s collusive litigation scheme or that
18 the City had achieved the collusive settlement of the *Jones v. City* Action by employing this
19 corrupt scheme until April 24, 2019.

20 69. During Feuer’s deposition, Feuer was asked, and answered under oath, in relevant
21 part, as follows:

22 Q: *Is it your understanding that Mr. Paradis hid his conduct in regard to
23 his working with Mr. Landskroner from attorneys within your office?*

24 A: *Yes.*

25 Q: *And what do you base that understanding on?*

26 A: *Because I knew nothing about that conduct.* Had I known anything,
27 even hinting at that conduct, that would have not only been the end of the
28 relationship, but might have triggered other obligations by me, including
to the State Bar, *The first time I was aware that Mr. Kiesel or Mr.
Paradis, or both of them, engaged in conduct that included in any
manner assisting in the filing of the Jones versus DWP case was when
the documents that we’ve already made reference to were transmitted to
me by – described to me by Mr. George and then transmitted to me for*

1 *review, which was April 24th, [2019], I believe, or something around that*
2 *date. . . .*

3 See Exhibit 12 at 136:19-138:3 and Exhibit 13 at 137:23. (Emphasis added).

4 70. Feuer's sworn testimony was known to Feuer to be completely false at the time
5 Feuer provided this testimony because Feuer participated in an in-person meeting with Peters on
6 or about January 25, 2019 during which Feuer and Peters discussed the City's collusive litigation
7 scheme and the documents produced to the City by Kiesel in December of 2018 – which were
8 the very same documents that Feuer and the City falsely stated had only been discovered by the
9 City on April 24, 2019.

10 71. On Sunday, January 27, 2019 at approximately 2:20 p.m., Peters participated in a
11 conference call with Kiesel, Paradis and [REDACTED]. The primary purpose of that call was to enable
12 Peters to inform Kiesel, Paradis and [REDACTED] of the details of the conversation Peters had with
13 Feuer on Friday January 25, 2019. See Exhibit 14.

14 72. During the January 27, 2019 conference call with Kiesel, Paradis and [REDACTED],
15 Peters stated he had met with Feuer, in person, on Friday, January 25, 2019 and during their
16 meeting, Peters and Feuer discussed, among other things: (i) the circumstances involving the
17 initiation of the *Jones v. City* Action; (ii) ***Kiesel's December 2018 document production to the***
18 ***City in response to PwC's PMQ document request***; and (iii) the upcoming production of
19 documents by the City in the *PwC* Action that would show the City's previously undisclosed
20 collusion with Landskroner in the *Jones v. City* lawsuit. *Id.*

21 73. During Peters' January 27, 2019 call with Kiesel, Paradis and [REDACTED], Peters
22 related the specifics of the conversation that Peters had with Feuer on January 25th and stated
23 that Feuer had expressly asked Peters,

24 *what are the very, very worst documents out there that we've created that would*
25 *most likely lead to embarrassment or serve as a basis for somebody's . . .*
26 *allegations that there was some conflict . . . anything from the pinnacle or*
27 *standpoint of ethics?*

28 *Id.* (Emphasis added).

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74. Peters then reported that he had responded to Feuer by stating,

Ya know Mike . . . although it is not teed up yet, there's probably greater than 50 percent likelihood that eventually it will be revealed that we drafted for Landskroner a draft complaint.

Id. (Emphasis added).

75. Peters then continued to relate his January 25th conversation with Feuer and stated that Peters then told Feuer,

Landskroner was familiar with testing customer care and billing systems from his work in Cleveland, which didn't result in a lawsuit, but that we knew because we talked to Landskroner, but did result in him having superior knowledge of the mechanics involved here, than the average bear. So, the dance would be quicker.

We knew that he was a person who would be a negotiating partner more interested with resolving the problems faced by his putative class client than some aggrandizement or publicity . . . we thought he had the likeliest route of getting us there But ***you guys had to give Jones, your client, to somebody, and you recommended that Jones talked to Landskroner Once we realized that Jones had a need to retain Landskroner, . . . we took the existing complaints that the City had already been served with and we made sure that every single theory that was articulated in those complaints was put into one place and we gave that to Landskroner. . . .***

Now, does that look funky? Yep. Are we gonna get criticized or it? Yep

Id. (Emphasis added).

76. During the January 27, 2019 call, Peters then informed Kiesel, Paradis and [REDACTED],

Mike is aware that this could get ugly for a while. But he wants to let us get in there and tear off the band-aids because once you get beneath the smoke, you know, you'll see that there really is ultimately, no ethical fire.

Id. (Emphasis added).

77. After Peters had informed Kiesel, Paradis and [REDACTED] about the details of his January 25, 2019 conversation with Feuer, Kiesel then stated, "***Thom, what we need to do is we need to get all of the documents that were turned over [to the City by Kiesel in December 2018] over to Thomasch.***" Peters then very clearly stated, "***Yes. I will look at them all – is there something – are we worried about something in there?***" *Id.*

1 **Peters:** What were you expecting? *What were you figuring that Mike was gonna ask us*
2 *to do?*

3 **Kiesel:** *I was figuring that Mike was not gonna release the documents at all but Mike*
4 *wanted to take a writ on the objections and we were just gonna make this thing*
5 *so much worse than it is, in the end.* So, I'm thrilled that we're getting
6 transparency. Light is what will disinfect the situation, nothing more.

7 *Id.* (Emphasis added).

8 79. In addition to the aforementioned January 25, 2019 discussion with Peters,
9 Feuer's sworn testimony was known to Feuer to be completely false at the time Feuer provided
10 this testimony because, as detailed in Section I above, on December 1, 2017, Feuer acted
11 knowingly and willfully to prevent the public revelation of the fact that the City Attorney's
12 Office had conceived of -- and implemented -- the corrupt collusive litigation scheme to achieve
13 the collusive settlement obtained by the City in the *Jones* Action.

14 80. As detailed in Section I above, Feuer did so by directing Peters to instruct Kiesel
15 to pay Salgueiro the \$1 million extortion payment that Salgueiro was demanding from Kiesel to
16 buy her silence and prevent her from publicly revealing that Feuer's Chief Deputy, James Clark,
17 had conceived of and corruptly utilized the City's collusive litigation scheme to obtain the
18 collusive settlement in the *Jones* Action. *See* Exhibit 8 at Factual Basis p. 8, ¶20.

19 81. On the basis of the foregoing, Feuer committed perjury, which is a felony under
20 California state law, by willfully and knowingly testifying falsely, under oath, on August 13,
21 2019.

22 CALIFORNIA STATE BAR ACT VIOLATIONS

23 82. Acting in his capacity as a Los Angeles City Official, namely the Los Angeles
24 City Attorney, Feuer violated § 6106 of the State Bar Act by committing a felony in violation of
25 California Penal Code § 118 by willfully and knowingly testifying falsely, under oath, on August
26 13, 2019.

1 CALIFORNIA RULES OF PROFESSIONAL CONDUCT VIOLATED

2 California Rule of Professional Conduct 3.3

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

6 84. Los Angeles City Attorney Feuer violated California Rules of Professional
7 Conduct 3.3(a)(1) and 3.3(a)(3) when, on August 13, 2019, Feuer willfully and knowingly made
8 a false statement of fact and offered evidence Feuer knew to be false when he testified in
9 relevant part,

10 *Because I knew nothing about that conduct.* Had I known anything,
11 even hinting at that conduct, that would have not only been the end of the
12 relationship, but might have triggered other obligations by me, including
13 to the State Bar, *The first time I was aware that Mr. Kiesel or Mr.*
14 *Paradis, or both of them, engaged in conduct that included in any*
15 *manner assisting in the filing of the Jones versus DWP case was when*
16 *the documents that we’ve already made reference to were transmitted to*
me by – described to me by Mr. George and then transmitted to me for
review, which was April 24th, [2019], I believe, or something around that
date. . . .

17 *See Exhibit 12 at 136:19-138:3. (Emphasis added). See also Exhibit 13 at 137:23.*

18 85. Feuer also violated California Rules of Professional Conduct 3.3(a)(1) and (a)(3)
19 by knowingly and willfully directing the filing of the materially false *Notice Re Documents* with
20 Judge Berle and the Los Angeles County Superior Court on or about April 26, 2019.

21 California Rule of Professional Conduct Rule 8.4

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

26 87. Los Angeles City Attorney Feuer violated California Rule of Professional
27 Conduct 8.4 (b) on August 13, 2019 by willfully and knowingly offering false testimony, under
28 oath, as detailed herein and thereby committing the crime of perjury in violation of California

1 Penal Code § 118. *See* Exhibit 12 at 136:19 – 138:3. *See also* Exhibit 13 at 137:23.

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3 **California Rule of Professional Conduct Rule 4.1**

4 88. California Rule of Professional Conduct 4.1 states in relevant part, “in the course
5 of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact
6 or law to a third person”

7 89. Los Angeles City Attorney Feuer violated California Rule of Professional
8 Conduct 4.1 on or about January 10, 2022 by falsely stating “*at no time until today was I aware*
9 *of Mr. Peters' illegal actions. With his admission of wrongdoing we finally know the truth of*
10 *what happened.*” *See* Exhibit 10 at 3.

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12 **III. Feuer Violated the State Bar Act and Rules of Professional**
13 **Conduct By Engaging In Honest Services Fraud In Violation**
14 **of 18 U.S.C. § 1346 and Federal Program Bribery In Violation**
15 **of 18 U.S.C. § 666 To Buy Deputy City Attorney Richard Tom**
16 **and Deputy City Attorney Deborah Dorney’s Silence**

17 **A. Feuer Acts Willfully and Intentionally To Defraud the Los Angeles City**
18 **Council Regarding A Reimbursement Request Made For the Benefit of**
19 **Deputy City Attorney Dorny**

20 90. On or about September 8, 2022, Feuer, in his official capacity as Los Angeles
21 City Attorney, directed and authorized the submission of “*Report No. R22-0314*,” a document
22 entitled, “*Report Re: Reimbursement of Attorney Fees Related To Interviews*,” to the Los
23 Angeles City Council (“*Report No. R22-0314*”) for the benefit of Deputy City Attorney Deborah
24 Dorny. *See* Exhibit 15.

25 91. In *Report No. R22-0314*, City Attorney Feuer “recommended” and requested that
26 “the City Council authorize the payment of \$108,516.69 in attorney fees incurred by DCA
27 [Deputy City Attorney] Deborah Dorny (“employee”) in connection with an interview requested
28 by the Department of Justice, United States Attorney’s Office (DOJ) as part of its on-going
investigations.” *Id.*

1 92. In **Report No. R22-0314**, City Attorney Feuer stated in relevant part,
2 DOJ requested [Dorny] agree to be interviewed as to events surrounding the
3 PricewaterhouseCooper (PwC) billing system failure in 2015 and the related
4 litigation. ***The interview directly related to work the employee performed in the
course and scope of her employment for the City. . . .***

5 *Id.* (Emphasis added).⁵

6 93. Feuer’s admission that the work that Dorny performed that was the subject of the
7 DOJ interview was “***work [Dorny] performed in the course and scope of her employment for
8 the City***” is a critical admission on the part of the City because, as detailed herein, much of this
9 work that the City and Feuer have now admitted Dorny performed “***for the City***” constituted
10 criminal acts and violated the California Rules of Professional Conduct. Feuer’s admission that
11 Dorny was acting “***for the City***” when she committed these crimes has significant consequences
12 for both the City under the doctrine of *respondeat superior* and for Feuer himself as Dorny’s
13 ultimate supervisor, under Section 6000 *et seq.* of the California Business and Professions Code
14 (the “State Bar Act”), California Rules of Professional Conduct and the City of Los Angeles
15 Code of Ethics.

16 94. In **Report No. R22-0314**, Feuer further explained,

17 [Dorny] retained private counsel with relevant expertise and experience to prepare
18 her for and represent her in the interview. ***The City Attorney’s Office did not
19 represent the employee because, prior to the completion of the DOJ interview, it
was possible the employee and the City might not have aligned interests. . . .***

20 *Id.* (Emphasis added).

21 95. After explaining to the City Council that Dorny had personally incurred and paid
22 attorney fees in the amount of \$108,516.69 in connection with her participation in an interview
23 conducted by DOJ, Feuer then made the following materially false and misleading statement:

24 ***The subject matter of the [Dorny]’s interview was work she performed for the
25 City, and nothing at this time indicates that [Dorny] acted outside the scope of
her employment, with malice, or in bad faith.”***

26 ⁵ **Report No. R22-0314** was signed and submitted to the Los Angeles City Council by Deputy
27 City Attorney Strefan Fauble. However, based on Complainant’s personal knowledge that
28 results from having worked as Special Counsel to the City for several years, Feuer personally
authorized, approved of and directed the filing of **Report No. R22-0314** on the official Los
Angeles City Attorney’s Office letterhead and Fauble, acting at Feuer’s direction, caused the
materially false report to be filed with the City Council.

1 *Id.* (Emphasis added).

2
3 **B. Feuer Acts Willfully and Intentionally To Defraud the Los Angeles City**
4 **Council Regarding A Reimbursement Request Made For the Benefit of**
5 **Deputy City Attorney Tom**

6 96. On or about September 8, 2022, Feuer, in his official capacity as Los Angeles
7 City Attorney, directed and authorized the submission of “*Report No. R22-0315*,” a document
8 entitled, “*Report Re: Reimbursement of Attorney Fees Related To Interviews*,” to the Los
9 Angeles City Council (“*Report No. R22-0314*”) for the benefit of Deputy City Attorney Richard
10 Tom. *See* Exhibit 16.

11 97. In *Report No. R22-0315*, City Attorney Feuer “recommended” and requested that
12 “the City Council authorize the payment of \$34,674.73 in attorney fees incurred by DCA
13 [Deputy City Attorney] Richard Tom (“employee”) in connection with an interview requested by
14 the Department of Justice, United States Attorney’s Office (DOJ) as part of its on-going
15 investigations.” *Id.*

16 98. In *Report No. R22-0315*, City Attorney Feuer stated⁶ in relevant part,
17 DOJ requested [Tom] agree to be interviewed as to events surrounding the
18 PricewaterhouseCooper (PwC) billing system failure in 2015 and the related
19 litigation. *The interview directly related to work the employee performed in the*
20 *course and scope of his employment for the City. . . .*

21 *Id.* (Emphasis added).

22 99. Feuer’s admission that the work that Tom performed that was the subject of the
23 DOJ interview was “*work [Tom] performed in the course and scope of his employment for the*
24 *City*” is a critical admission on the part of the City because, as detailed herein, much of this work
25 that the City and Feuer have now admitted Tom performed “*for the City*” constituted criminal
26 acts and violated the California Rules of Professional Conduct. Feuer’s admission that Tom was
27 acting “*for the City*” when he committed these crimes has significant consequences for both the
28

⁶ *Report No. R22-0315* was signed and submitted to the Los Angeles City Council by Deputy City Attorney Strefan Fauble. However, based on Complainant’s personal knowledge that results from having worked as Special Counsel to the City for several years, Feuer personally authorized, approved of and directed the filing of *Report No. R22-0315* on the official Los Angeles City Attorney’s Office letterhead and Fauble, acting at Feuer’s direction, caused the materially false report to be filed with the City Council.

1 City under the doctrine of *respondeat superior* and for Feuer himself, as Tom’s ultimate
2 supervisor, under the State Bar Act, California Rules of Professional Conduct and the City of
3 Los Angeles Code of Ethics.

4 100. In **Report No. R22-0314**, Feuer further explained,

5 [Tom] retained private counsel with relevant expertise and experience to prepare
6 him for and represent him in the interview. ***The City Attorney’s Office did not***
7 ***represent the employee because, prior to the completion of the DOJ interview, it***
8 ***was possible the employee and the City might not have aligned interests. . . .***

8 *Id.* (Emphasis added).

9 101. After explaining to the City Council that Tom had personally incurred and paid
10 attorney fees in the amount of \$34,674.73 in connection with his participation in an interview
11 conducted by DOJ, Feuer then made the following materially false and misleading statement:

12 ***The subject matter of the [Tom]’s interview was work he performed for the City,***
13 ***and nothing at this time indicates that [Tom] acted outside the scope of his***
14 ***employment, with malice, or in bad faith.”***

14 *Id.* (Emphasis added).

15 **C. Feuer Knew His Statements That There Is No Evidence That Dorny or Tom**
16 **Acted “With Malice Or In Bad Faith,” Were False When Feuer Made These**
17 **Statements To The Los Angeles City Council**

18 102. The following chart was prepared by Special Master Robbins and identifies the
19 ten specific violations of the State Bar Act and Rules of Professional Conduct committed by both
20 Dorny and Tom:
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	1-120: Assisting Violations	3-100: Confidentiality	3-110: Incompetence	3-210: Advisin Illegality	3-310(C): Conflict	3-500: Informing Client	3-700: Termination	5-200: Candor with Court	6068(b): Duty of Respect	6068(d): Duty of Candor	6106: Moral Turpitude	6128: Deceit and Collusion
Paradis	X	X	X	X	X	X	X	X	X	X	X	X
Tufaro	X	X	X	X	X	X	X	X	X	X	X	X
Kiesel	X		X	X	X	X	X	X	X	X	X	X
Clark	X		X	X		X	X		X	X	X	X
Peters	X		X	X		X	X	X	X	X	X	X
Tom	X		X	X		X	X	X	X	X	X	X
Solomon	X		X	X		X	X	X	X	X	X	X
Dorny	X		X	X		X	X	X	X	X	X	X
Annaguey	X		X	X		X	X	X	X	X	X	X
Agrusa	X		X	X		X	X	X	X	X	X	X
Landskroner	X		X	X	X	X	X	X	X	X	X	X
Libman	X		X	X	X	X	X		X	X	X	X

103. At the time Feuer caused and authorized the statements set forth above concerning whether Dorny and Tom acted “with malice, or in bad faith,” to be made, Feuer had *actual knowledge* that these statements were materially false and misleading because Feuer had actual knowledge that:

- a. in July 2021, Special Master Robbins⁷ found that Dorny⁸ and Tom⁹ had

⁷ Notably, *the findings that Dorny and Tom both engaged in criminal conduct and violated various provisions of the State Bar Act and California Rules of Professional Conduct were reached by an independent, court-appointed, neutral party with very significant experience conducting complex investigations.* As the former Chief of the Tax Division for the Central District of California’s United States Attorney’s Office, Special Master Robbins represented the government in a variety of federal criminal tax prosecutions and civil tax actions and proceedings before the United States District Court, the United States Bankruptcy Court, the United States Bankruptcy Appellate Panel and the state courts and handled numerous civil and criminal tax cases and matters, including grand jury investigations and criminal prosecutions for tax crimes and related white collar and drug crimes.

1 committed numerous criminal acts by violating several sections of the State Bar Act, as well as
2 the California Rules of Professional Conduct in connection with actions undertaken, and not
3 undertaken, by Dorny and Tom in the course of their City employment in the matter of *Antwon*
4 *Jones v. City of Los Angeles*.

5 104. As stated in the Special Master Report and depicted in the foregoing chart,
6 Special Master Robbins found that Dorny and Tom violated:

- 7 i. Section 6106 of California Business and Professions Code (**Moral Turpitude**);
- 8 ii. Section 6128 of California Business and Professions Code (**Deceit and Collusion**)¹⁰;
- 9 iii. Section 6068(d) of California Business and Professions Code (**Duty of Candor**);
- 10 iv. Section 6068(b) of California Business and Professions Code (**Duty of Respect**);
- 11 v. California Rule of Professional Conduct 3-210 (**Advising Illegality**);
- 12 vi. California Rule of Professional Conduct 1-120 (**Assisting Violations of Law**);
- 13 vii. California Rule of Professional Conduct 3-110 (**Incompetence**);
- 14 viii. California Rule of Professional Conduct 5-200 (**Candor With Court**);
- 15 ix. California Rule of Professional Conduct 3-500 (**Informing Client**); and
- 16 x. California Rule of Professional Conduct 3-700 (**Termination**).

17 ⁸ Dorny is a licensed California attorney and her State Bar No. is 204391.

18 ⁹ Tom is a licensed California attorney and his State Bar No. is 127292.

19 ¹⁰ Section 6128 of the California Business and Professions Code provides in relevant part,
20 *“Every attorney is guilty of a misdemeanor who either: (a) Is guilty of any deceit or collusion,
21 or consents to any deceit or collusion, with intent to deceive the court or any party”*
22

1 As stated in Appendix E to Special Master Robbins' July 2021 Report:

2 The *Special Master finds that LACA attorneys . . . Mr. Tom, and Ms. Dorny*
3 *colluded . . . in the scheme to have the City sue itself through the Jones v. City*
4 *[action] to resolve the pending ratepayer actions, defrauding Mr. Jones, the*
5 *Class, and the Court. The deceitful actions taken or consented to by these*
6 *individuals to settle Jones v. City and to conceal the scheme from Judge*
7 *Tevrizian and the Court are violations of sections 6106 and 6128(a) of the State*
8 *Bar Act.*

9 * * *

10 The *Special Master finds . . . In assisting their client, the City, with this fraud,*
11 *. . . Mr. Tom, Ms. Dorny also violated Rule 3-210 and section 6068(b) of the*
12 *State Bar Act, which prohibit actions taken on behalf of a client that further an*
13 *illegal end.* Each attorney had a duty under Rule 3-700(B)(2) to withdraw from
14 representation, which is required when an attorney “knows or should know that
15 continued employment will result in violation of . . . [the] rules or of the State Bar
16 Act.”

17 * * *

18 Further, *while obtaining approval for the settlement from the Court and*
19 *subsequent efforts to coverup the fraud . . . Mr. Tom. . . willfully falsely stated*
20 *to the Court intending to mislead, in violation of Rule 5-200 and Section*
21 *6068(d) of the State Bar Act, and were present when false and misleading*
22 *statements were made to the Court and did nothing either to correct the*
23 *misstatement or call it to the attention of the Court. While . . . Ms. Dorny did*
24 *not affirmatively make false statements to the Court, each was present at*
25 *hearings where statements they knew to be false and misleading were made to*
26 *the Court and did nothing to either correct the statement or bring it to the*
27 *Court's attention. Failing to correct false or misleading statements or call them*
28 *to the Court's attention contradicted their duty to maintain the respect due to*
the courts of justice and judicial officers under section 6068(b) of the State Bar
Act.

See Appendix E to Special Master Report at p. 111. (Emphasis added).

b. On December 13, 2021, the President of the Board of Water and Power
Commissioners for the Los Angeles Department of Water and Power (“LADWP”), Cynthia
McClain-Hill, wrote to Feuer and requested that Dorny and Tom “*be reassigned and removed*
from all LADWP-related matters based on the information detailed in the Special Master's
report related to [Dorny's and Tom's] actions”; (Emphasis added) and

1 c. Dorny and Tom are both currently the subjects of active and ongoing
2 investigations being conducted by the Office of Chief Trial Counsel of the State Bar of
3 California arising from an Attorney Misconduct Complaint filed against Dorny and Tom (and
4 others) on or about January 19, 2022. The California State Bar investigation case number for
5 the Dorny investigation is Case No.: 22-O-00986 and the California State Bar investigation case
6 number for the Tom investigation is Case No.: 22-O-00985.

7 105. Despite having actual knowledge of the facts set forth above, Feuer intentionally
8 acted to defraud the City Council by falsely informing the City Council:

9 a. *“nothing at this time indicates that [Dorny] acted outside the scope of*
10 *her employment, with malice, or in bad faith”* and

11 b. *“nothing at this time indicates that [Tom] acted outside the scope of his*
12 *employment, with malice, or in bad faith.”*

13 *See Exhibits 15 and 16. (Emphasis added).*

14 106. In truth, as detailed above and reflected in the Exhibits that accompany this
15 Complaint, however, Feuer had actual knowledge of abundant evidence demonstrating that both
16 Dorny and Tom acted *“with malice, or in bad faith,”* and that Feuer’s statements to the City
17 Council were, therefore, known to Feuer to be false at the time Feuer made these statements.

18
19 **D. Feuer, Motivated By Self-Interest, Seeks To Buy Dorny’s and Tom’s**
20 **Continued Silence Using Taxpayer Funds**

21 107. Feuer’s motivation to defraud the City Council into approving Dorny’s and Tom’s
22 attorney fee reimbursement requests arises from Feuer’s desire to ensure that Dorny and/or Tom
23 do not provide evidence concerning Feuer’s knowledge of and participation in the City’s
24 collusive litigation scheme to federal law enforcement authorities and/or California State Bar
25 officials.

26 108. To ensure that Dorny and Tom do not cooperate with law enforcement officials
27 and/or California State Bar authorities to provide incriminating evidence of Feuer’s illegal and
28 unethical conduct, Feuer has effectively bought Dorny and Tom’s silence by having the City
reimburse Dorny and Tom for the attorney fees each of them incurred when they were

1 interviewed by the DOJ concerning the City having utilized the collusive litigation scheme to
2 settle the *Jones v. City* class action.

3 109. Not only has Feuer used public funds to bribe Dorny and Tom into remaining
4 silent and not cooperating with federal law enforcement officials and State Bar officials against
5 Feuer, Feuer has also committed fraud on the City Council in order to ensure the success of his
6 bribe to Dorny and Tom.

7 110. As detailed herein, Feuer knowingly and willfully defrauded the City Council
8 into approving Dorny and Tom’s reimbursement requests by falsely representing that “***nothing***
9 ***at this time indicates that [Dorny or Tom] acted outside the scope of [her or his] employment,***
10 ***with malice, or in bad faith.***”

11 111. Feuer’s willingness to engage in these illegal acts likely stems from Feuer’s
12 concerns over the highly conditional language that appears in a letter that Feuer’s personal
13 attorney received from the DOJ on or about August 19, 2022. That letter states in relevant part,

14
15 This will confirm that the United States Attorney’s Office for the Central District
16 of California (the “Office”) does not, ***as of the date of this letter***, have an ongoing
17 investigation into your client, City Attorney Mike Feuer, related to the Los
18 Angeles City Attorney’s Office and Los Angeles Department of Water and Power
19 collusive litigation scandal.

20 *See* Exhibit 1. (Emphasis added).

21 112. The DOJ’s August 19, 2022 letter further states, “***this assessment is based on the***
22 ***information the Office has obtained to date; therefore, it could of course change in the event***
23 ***that new or different information comes to our attention.***”

24 *Id.* (Emphasis added).

25 113. Feuer is keenly aware of the ongoing California State Bar investigation because
26 Feuer, himself, is, in fact, the subject of an active, ongoing State Bar investigation that has been
27 assigned Case No. 22-O-00978.

28 114. Feuer is also aware that there are several current and former Deputy City Attorney
personnel, including, but not limited to Dorny and Tom, who have actual knowledge of the
illegal and unethical acts that Feuer, himself, perpetrated to prevent the public disclosure of the

1 City's collusive litigation scheme – which the DOJ investigation found was “authorized and
2 directed” by the City Attorney’s office itself. *See* Exhibit 8 at Attachment A – Factual Basis p.
3 3, ¶ 8a.

4 115. For example, Feuer knows that the City’s former Chief of the Civil Litigation
5 Branch, Thomas Peters, former LADWP General Counsel, Joseph Brajevich and Feuer’s own
6 former Chief of Staff, Leela Kapur all attended and participated in the December 1, 2017 4:45
7 pm meeting held in Feuer’s office during which Feuer openly and brazenly aided and abetted a
8 \$1 million extortion scheme perpetrated by Julissa Salgueiro involving attorney Paul Kiesel. *See*
9 Exhibits 2 - 5.

10 116. Were Peters, Brajevich, Kapur, Clark, Tom, Dorny or any other City Attorney
11 personnel or outside counsel to cooperate with federal law enforcement authorities and/or State
12 Bar officials and provide additional or corroborating evidence of Feuer’s illegal and unethical
13 conduct, Feuer could be charged criminally and/or face the possibility of being disbarred.

14 117. Well aware of this fact, Feuer acted deliberately to permanently remove Dorny
15 and Tom from among those who could potentially provide evidence against Feuer by bribing
16 them into silence using public funds. To ensure that Dorny and Tom remain silent permanently,
17 Feuer added a repayment provision to both of their agreements. Were either Dorny or Tom to
18 ever cooperate with authorities against Feuer, they would likely trigger the repayment provisions
19 of their respective agreements and be required to repay all of the monies they received from the
20 City, *plus interest*. Simply stated, the repayment provision is Feuer’s way of ensuring that both
21 Dorny and Tom remain silent and do not *ever* provide evidence of Feuer’s wrongdoing to
22 authorities. *See* Exhibits 15 and 16 at p. 3, ¶ (2).

23 **E. Feuer and Fauble Are Successful In Their Effort To Defraud The City**
24 **Counsel Into Approving Dorny’s and Tom’s Attorney Fee Reimbursement**
25 **Requests Using Public Funds**

26 118. On September 12, 2022, Assistant City Attorney Strefan Fauble appeared before
27 the Budget and Finance Committee of the City Council to present Agenda Item 24 (*Report No.*
28 *R22-0315*) and Agenda Item 25 (*Report No. R22-0314*).

1 119. During Fauble’s presentation to the City Council, Fauble acted to defraud this
2 City Council Committee into voting to approve Agenda Items 24 and 25 by making the
3 following statements, which Fauble knew to be materially false and misleading at the time he
4 made the statements:

5 a. “*two members of the Department of Water and Power were interviewed*
6 *by the Department of Justice.*” This statement was known to Fauble to be false because Dorny
7 and Tom are employed as Deputy City Attorneys in the City Attorney’s office – they are not
8 employees of the Department of Water and Power as Fauble falsely stated;

9 b. “*there was no reason to think they had acted outside the scope or course*
10 *of their duties or done anything wrong. . . there is no indication of this at all with these two*
11 *employees.*” These statements were known to Fauble to be false because Fauble and the City
12 knew of Special Master Robbins’ finding concerning Dorny and Tom, knew that LADWP
13 Commission President McClain-Hill had demanded that Dorny and Tom be removed from all
14 LAWDP related work matters, and knew that Dorny and Tom were (and remain) under active
15 investigation by the California State Bar for having engaged in illegal and unethical conduct
16 while performing their work for the City in the *Jones v. City* class action. Audio of Fauble’s
17 presentation is available at the following link:

18 <https://lacity.primegov.com/Portal/Meeting?meetingTemplateId=107500>

19 120. In addition, in response to questions posed during Fauble’s presentation to the
20 Budget and Finance Committee, Fauble stated that the reimbursement requests made by Feuer
21 for Dorny and Tom were very similar to the approximately \$80,000 reimbursement request that
22 was approved by the City Council and paid to Deputy City Attorney Eskel Solomon in April
23 2021.

24 121. These representations were known to Fauble to be false at the time he made such
25 statements on September 12, 2022, however, because Fauble knew, but intentionally omitted to
26 disclose to the City Council, the fact that the Dorny and Tom reimbursement requests are
27 drastically different from DCA Solomon’s because Special Master Robbins issued his Report in
28 July 2021 – three months *after* Solomon applied for and was paid his reimbursement request. In

1 contrast, Feuer and Fauble had been in possession of Special Master Robbins’ findings
2 concerning Dorny and Tom’s misconduct for more than one year when Feuer and Fauble falsely
3 represented that there was no indication that either Dorny or Tom had done anything wrong
4 when performing the work that they were interviewed about by federal prosecutors and the FBI.

5 122. Unaware of the falsity of Feuer’s representation that “*nothing at this time*
6 *indicates that [Dorny and Tom] acted . . . with malice, or in bad faith*” and Fauble’s similar
7 statements, the City Council voted to approve Feuer’s reimbursement request to Dorny for the
8 full amount of \$108,516.69 and Tom for the full amount of \$34,674.73 on September 14, 2022.
9 *See* Exhibits 17 and 18. (Emphasis added).

10 123. On September 20, 2022, Mayor Garcetti approved the reimbursement payments
11 for Deputy City Attorney Tom and Deputy City Attorney Dorny in full. *See* Exhibits 19 and 20.

12 124. By engaging in the misconduct detailed herein, Feuer committed numerous
13 crimes, including, but not limited to, federal program bribery in violation of 18 U.S.C. § 666, and
14 honest services fraud in violation of 18 U.S.C. § 1346, in order to prevent Dorny and Tom from
15 providing evidence incriminating Feuer to federal prosecutors and/or State Bar officials, and to
16 ensure that taxpayers would continue to bear the cost of Feuer’s wrongdoing.

17 125. In addition, by recommending and fraudulently seeking City Council approval for
18 reimbursement of \$143,191.42 to Dorny and Tom, based on Special Master Robbins’ findings,
19 Feuer and Fauble also violated several provisions of the State Bar Act, the California Rules of
20 Professional Conduct and the Los Angeles City Ethics Code. Finally, Feuer and Fauble have
21 also knowingly wasted scarce public dollars and placed the City at risk of being named as a
22 defendant in a taxpayer waste action.

23
24 **CALIFORNIA STATE BAR ACT VIOLATIONS**

25 126. Acting in his capacity as a Los Angeles City Official, namely the Los Angeles
26 City Attorney, Feuer violated § 6106 of the State Bar Act by committing the aforementioned acts
27 of dishonesty.

1 **CALIFORNIA RULES OF PROFESSIONAL CONDUCT VIOLATED**

2 **California Rule of Professional Conduct Rule 4.1**

3 127. California Rule of Professional Conduct 4.1 states in relevant part, “in the course
4 of representing a client a lawyer shall not knowingly: (a) make a false statement of material fact
5 or law to a third person”

6 128. Acting in his capacity as a Los Angeles City Official, namely the Los Angeles
7 City Attorney, Feuer violated Rule 4.1 of the Rules of Professional Conduct by making the false
8 statements of material fact to the Los Angeles City Council and committing the aforementioned
9 acts of dishonesty and as detailed herein.

10
11 **California Rule of Professional Conduct Rule 8.4**

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

16 130. Los Angeles City Attorney Feuer violated California Rule of Professional
17 Conduct 8.4 (b) on August 13, 2019 by making the false statements of material fact to the Los
18 Angeles City Council and committing the aforementioned acts of dishonesty and as detailed
19 herein.

20
21 **IV. Feuer Violated the State Bar Act and Rules of Professional Conduct**
22 **By Knowingly and Willfully Testifying Falsely and Committing**
23 **Perjury During Feuer’s August 13, 2019 Deposition In the *PwC* Action**

24 131. Feuer violated the State Bar Act and California Rules of Professional Conduct by
25 knowingly and willfully testifying falsely and thereby committing perjury during Feuer’s August
26 13, 2019 deposition in the *PwC* Action.
27
28

1 132. During his deposition, Feuer knowingly and willfully testified falsely as follows:

2 **False Statement No. 1** –Tr. pp. 136:19 – 137:15.

3 133. During Feuer’s deposition, Feuer was asked, and answered under oath, in relevant
4 part, as follows:

5 Q: ***Is it your understanding that Mr. Paradis hid his conduct in regard to***
6 ***his working with Mr. Landskroner from attorneys within your office?***

7 A: ***Yes.***

8 Q: ***And what do you base that understanding on?***

9 A: ***Because I have inquired of Mr. Clark and Mr. Peters if they had any***
10 ***previous knowledge of any of the activity to which you’re referring by Mr.***
11 ***Peters – Mr. Paradis or Mr. Kiesel, among others, and they have been emphatic***
12 ***in their denial of any knowledge of anything even approaching what has been***
revealed

13 *See Exhibit 12 at 136:19 – 137:13.*

14 134. Feuer’s testimony was known to Feuer to be false at the time he testified because,
15 as detailed in Section I above, Feuer met, in person, with Peters, Kapur and Brajevich on
16 December 1, 2017 and, during this meeting, Feuer personally directed Peters to aid and abet
17 Salgueiro’s \$1 million extortion scheme involving Kiesel and Peters, acting at Feuer’s direction,
18 did, in fact, aid and abet Salgueiro’s \$1 million extortion scheme as detailed in the Factual Basis
19 portion of Peters’ Plea Agreement to prevent public revelation of the City’s collusive litigation
20 scheme. In addition, Feuer met, in person, with Peters on January 25, 2019 and discussed, at
21 length: (i) Kiesel’s December 2018 document production to the City in response to PwC’s PMQ
22 document request; and (ii) the upcoming production of responsive documents by the City in the
23 *PwC Action* that would show the City’s previously undisclosed collusion with Landskroner in
24 the *Jones v. City* lawsuit.

25 135. Accordingly, Feuer’s statements, under oath, that Feuer had inquired of Clark and
26 Peters if they had any previous knowledge of any activities to further the City’s collusive
27 litigation scheme and that they had emphatically denied any such knowledge was known to
28 Feuer to be false when he made this statement.

1 **False Statement No. 2** – Tr. pp. 119:5 – 119:12

2 136. During Feuer’s deposition, Feuer was asked, and answered under oath, in relevant
3 part, as follows:

4 Q. Is the City Attorney’s office vouching for the credibility of Mr. Peters?

5 A. I have seen nothing from the time Mr. Peters first became employed by my office
6 to the conclusion of his employment that leads me to question his integrity.

7 *See Exhibit 12 at 119:5 – 119:12.*

8 137. Feuer’s testimony was known to Feuer to be false at the time he testified because,
9 as detailed in Section I above, Feuer met, in person, with Peters, Kapur and Brajevich on
10 December 1, 2017 and, during this meeting, Feuer personally directed Peters to aid and abet
11 Salgueiro’s \$1 million extortion scheme involving Kiesel and Peters, acting at Feuer’s direction,
12 did, in fact, aid and abet Salgueiro’s \$1 million extortion scheme as detailed in the Factual Basis
13 portion of Peters’ Plea Agreement.

14 138. Accordingly, Feuer’s statements, under oath, that Feuer had “seen nothing” that
15 caused Feuer to question Peters’ integrity was known to Feuer to be false when he made this
16 statement because Feuer had actual knowledge that Peters had committed a federal crime when
17 Peters acted at Feuer’s direction to aid and abet Salgueiro’s \$1 million extortion scheme in
18 December 2017.

19
20 **False Statement No. 3** – Tr. pp. 90:11 – 91:9

21 139. During Feuer’s deposition, Feuer was asked, and answered under oath, in relevant
22 part, as follows:

23 Q. During the time that Mr. Paradis served as special counsel to the City of Los
24 Angeles, were you aware of any other pecuniary interests he had related to the
25 litigation other than the Contingency Fee Agreement that had been approved by
the City?

26 A. I can be a little more precise. In 2019 I became aware that Mr. Paradis had
27 contracts with the Department of Water and Power, if those are the interests to
28 which you are referring.

1 Q. And you were not aware of that prior to 2019?

2 A. Correct.

3 Q. Are you aware of whether others who work under you in the City Attorney's
4 office did have contemporaneous knowledge of those contracts?

5 A. No one of whom I'm aware had contemporaneous knowledge of those contracts.

6 *See Exhibit 12 at 90:11 – 91:9.*

7 140. Feuer's testimony was known to Feuer to be false at the time he testified because:

8 a. Paradis personally discussed the remediation work contracts with Feuer in
9 December 2018 during a meeting attended by Feuer, Peters, Paradis and [REDACTED] during which the
10 meeting participants discussed the possibility of the City dismissing a breach of contract claim
11 and the City not including the remediation payments that the City had made to Paradis Law
12 Group or Aventador Utility Solutions, LLC for work performed at Complainant's direction in the
13 amount of damages to be claimed by the City in response to PwC's discovery requests relating to
14 the City's damages in the *PwC* Action;

15 b. In connection with the City's addition of several million dollars to the
16 Paradis Law Group Remediation Contract in 2016, Clark and Wright spoke about the need to add
17 additional staff to the PLG remediation team and Clark informed Wright that Clark was
18 supportive of doing so because, in Clark's opinion, Clark felt that Paradis was one of the few
19 people Clark knew who had been able to get significant things accomplished at DWP;

20 c. In or about May 2017, immediately preceding the award of the Aventador
21 contract, Clark had an email exchange with Wright that resulted in Complainant having to
22 participate in an in-person meeting with Clark and Peters at City Hall East held in Clark's office
23 during which Clark questioned Complainant about whether Complainant taking on the
24 remediation work anticipated by the Aventador contract would have any negative impact on
25 Complainant's ability to perform legal work in the *PwC* Action. As a result of that
26 approximately hour long meeting, Clark was satisfied that Paradis would be able to perform all
27 of the tasks required of him under all contracts with the City and informed Wright that Clark
28 approved of the Aventador Contract being awarded to Paradis; and

1 d. Clark told Paradis on several occasions that Clark had personally
2 discussed the remediation contracts and remediation work that Paradis was supervising at DWP
3 with Feuer, including, in particular, the \$30 million Aventador contract.

4 141. Accordingly, Feuer's statements, under oath, that neither Feuer, nor others who
5 reported to Feuer, had contemporaneous knowledge of the remediation contracts awarded to
6 Paradis Law Group, PLLC and Aventador Utility Solutions, LLC were known to Feuer to be
7 false when he made the foregoing statements under oath.

8
9 **False Statement No. 4** – Tr. pp. 111:6 – 111:20

10 142. During Feuer's deposition, Feuer was asked, and answered under oath, in relevant
11 part, as follows:

12
13 Q. Was it your decision that Mr. Clark would serve as the person most
14 knowledgeable about a case that he had been walled off from?

15 A. It's my understanding that he was going to be testifying with regard to the issues
16 about which Judge Berle was concerned which pertained to the billing cases.

17 Q. Did you make the decision that he would serve as the PMQ witness?

18 A. For that purpose, yes.

19 Q. Did you understand that Judge Berle ordered that documents responsive to the
20 PMQ notice be produced at his deposition? In advance of his deposition,
actually?

21 A. No.

22 *See Exhibit 12 111:6 – 111:20.*

23 143. Feuer's testimony was known to Feuer to be false at the time he testified because,
24 as detailed in Section II above, Feuer met, in person, with Peters on January 25, 2019 and
25 discussed, at length: (i) Kiesel's December 2018 document production to the City in response to
26 PwC's PMQ document request; and (ii) the upcoming production of responsive documents by
27 the City in the *PwC* Action that would show the City's previously undisclosed collusion with
28 Landskroner in the *Jones v. City* lawsuit.

1 Penal Code § 118.

2
3 **V. Feuer Violated the State Bar Act and Rules of Professional**
4 **Conduct By Knowingly Authorizing and Directing the Filing of**
5 **Court Filings That Feuer Knew Were Materially False and Misleading**

6 150. Feuer violated the State Bar Act and the Rules of Professional Conduct by
7 authorizing and directing the City to file numerous court filings that Feuer knew were materially
8 false and misleading. Although Feuer authorized and directed the filing of numerous materially
9 false court filings, Complainant has selected two of the most egregious examples for purposes of
10 this Supplemental Complaint.

11 151. The first false filing that was authorized and directed by Feuer is the City's *Notice*
12 *of Lodging Report Of Ellen A. Pansky Regarding Legal Ethics Issues* that Feuer caused to be
13 "lodged" with the Los Angeles County Superior Court in the *Jones v. City* Action on October 23,
14 2019. *See* Exhibit 21. The second false filing that was authorized and directed by Feuer is the
15 City's *Amended Adversary Complaint*, which was filed in the United States Bankruptcy Court
16 for the District of Arizona on March 28, 2022. *See* Exhibit 22. Each of these false filings is
17 addressed below.

18 **A. Feuer Authorized and Directed That**
19 **the Materially False "Pansky Report"**
20 **Be Lodged With The Los Angeles County**
21 **Superior Court in the *Jones v. City* Action**

22 152. In March 2018, PwC sought summary dismissal of the City's claims and moved
23 for summary judgment in the *PwC* Action, which the City opposed.

24 153. On October 15, 2018, Judge Berle of the Los Angeles County Superior Court
25 denied PwC's Motion for Summary Judgment and ordered that the City's claims against PwC for
26 the botched implementation of the CC&B System proceed to trial.

27 154. Having failed to defeat the City's fraudulent inducement claims through summary
28 judgment, PwC and its counsel, in December 2018, Gibson Dunn, embarked on a strategy that
involved attacking attorneys Kiesel and Paradis, the City's Special Counsel in the *PwC* Action
by making a series of false allegations.

1 155. Gibson Dunn did so by falsely claiming that Kiesel and Paradis were “rogue
2 actors” who had defrauded the City and City officials alike by employing a collusive litigation
3 scheme to corruptly obtain a collusive settlement in the *Jones v. City* Action that Kiesel and
4 Paradis planned to seek damages for from Gibson Dunn’s client, PwC, in the *PwC* Action.

5 156. After Kiesel and Paradis were both told by Feuer, through Peters, that they could
6 either “resign” as Special Counsel or be fired from their Special Counsel role if they did not
7 “resign,” Kiesel and Paradis resigned under duress as Special Counsel in the *PwC* Action on or
8 about March 6, 2019.

9 157. Following the resignation of both Special Counsel in the *PwC* Action, however,
10 Gibson Dunn altered its attack path and now aimed its attack squarely at the City Attorney’s
11 Office in the *PwC* Action. In particular, Gibson Dunn now argued that it believed that Kiesel
12 and Paradis had not been “rogue actors” after all as Gibson Dunn had incorrectly originally
13 posited, but rather, that Kiesel and Paradis had been authorized and directed by the City
14 Attorney’s Office to effectuate and implement the City’s corrupt collusive litigation scheme that
15 was utilized to obtain the corrupt and collusive settlement in the *Jones v. City* Action.

16 158. In response to Gibson Dunn’s re-focused attack and comments made by Judge
17 Berle, the City, at Feuer’s direction, retained the services of attorney and legal ethicist Ellen
18 Pansky and her firm, Pansky Markle, to purportedly “analyze, evaluate and opine regarding the
19 conduct of all of the attorneys acting under the auspices of the Los Angeles City Attorney’s
20 office, in connection with related class action proceedings filed against the City of the (sic) Los
21 Angeles (“COLA”) and its Department of Water and Power . . . primarily the case entitled
22 *Antwon Jones v. City of Los Angeles* . . . including the settlement of the *Jones* class action.”

23 159. On learning that Pansky had been hired by the City to conduct a purported
24 investigation of **all** of the attorneys involved in the *Jones* Action, Paradis instructed his counsel
25 to speak with Pansky and provide her with documentary evidence that the collusive litigation
26 scheme that had been used to obtain the corrupt settlement in the *Jones v. City* case had been
27 conceived of and architected by Chief Deputy City Attorney James Clark and was well known to
28 a number of City Attorney and LADWP personnel alike – most of whom had played multiple

1 roles in effectuating the corrupt scheme.

2 160. Acting at Paradis' direction, on March 12, 2019, Paradis' counsel spoke with
3 Pansky at length telephonically and provided Pansky with a number of emails and documents
4 that clearly demonstrate that Kiesel and Paradis were not "rogue actors" and that the acts
5 undertaken by Kiesel and Paradis on behalf of the City in connection with both the *Jones* Class
6 Action and the *PwC* Action were undertaken at the direction of, and with the knowledge and
7 consent of the City, and that both LADWP Board President Mel Levine and Chief Deputy City
8 Attorney Clark, the mastermind behind the *PwC* Action, suffered from inherent conflicts due to
9 their ongoing financial interests in Gibson Dunn. *See* Exhibit 23. These emails and documents
10 also made clear that Gibson Dunn's false accusations and fictitious narrative that Kiesel and
11 Paradis were "rogue actors" who had effectuated the City's collusive litigation scheme in the
12 *Jones* Action without the knowledge and participation of any City Attorney personnel was
13 false.¹¹

14 161. Despite Paradis' counsel having provided Pansky with a plethora of factual
15 evidence demonstrating the falsity of the "rogue actor" claims being leveled against Kiesel and
16 Paradis, however, Pansky knowingly and intentionally turned a blind eye and failed to
17 investigate the well-documented factual evidence provided by Paradis' counsel.

18 162. By intentionally failing to investigate and willfully turning a blind eye to evidence
19 provided by Paradis' counsel which clearly demonstrated that Paradis and Kiesel had acted at the
20 direction of Chief Deputy City Attorney Clark and were not "rogue actors," Pansky intentionally
21 and maliciously aided and abetted Feuer and the City's fraudulent scheme to knowingly and
22 deliberately deny the involvement of City Attorney officials in the City's collusive litigation
23

24 ¹¹ As Gibson Dunn conducted discovery into the City's collusive litigation scheme, Gibson
25 Dunn quickly abandoned its original theory that Kiesel and Paradis had been rogue actors who
26 secretly effectuated the City's collusive litigation scheme because discovery conducted by
27 Gibson Dunn revealed that Clark had been the architect and mastermind of the City's collusive
28 litigation scheme and that numerous City Attorney personnel had been involved in effectuating
this corrupt scheme. The investigation conducted by the USAO similarly confirmed these facts.
Despite these findings, however, the City, acting at Feuer's direction, continues to advance the
completely false narrative that no City Attorney personnel were aware of, or participated in,
effectuating the City's collusive litigation scheme.

1 scheme.

2 163. In furtherance of this scheme, Feuer, along with the City’s new outside counsel
3 Maribeth Annaguey and Eric George, directed Pansky to write the Pansky Report, which painted
4 Kiesel and Paradis in a false light as “rogue actors” who colluded with Class Counsel in the
5 *Jones* Action and suffered from irreconcilable conflicts -- without any knowledge of or
6 participation in the City’s collusive litigation scheme by any City Attorney officials.

7 164. The Pansky Report was published and “lodged” with the Los Angeles County
8 Superior Court on the *Jones v. City* docket October 23, 2019. *See* Exhibit 21.

9 165. Among other things, the Pansky Report falsely stated that:

10 a. Paradis had secretly drafted the *Jones v. City* complaint without revealing
11 his actions to the City or obtaining informed formal consent from the City;

12 b. Paradis and Kiesel had provided concurrent legal representation to the
13 City and Plaintiff Jones without the City having any knowledge that Paradis and Kiesel had done
14 so;

15 c. Paradis and Kiesel had continued to provide legal services for Jones’
16 benefit without the City’s knowledge or consent once the City had declined to consent to
17 Paradis’ and Kiesel’s joint representation of the City and an individual ratepayer against PwC;
18 and

19 d. Paradis and Kiesel were continuing to assist Jones in bringing an action
20 against the City, but failed to advise the City that they were doing so.

21 *Id.*

22 166. At the time Feuer authorized and directed that the materially false Pansky Report
23 be lodged with the Los Angeles County Superior Court in the *Jones* Action, Feuer had actual
24 knowledge that the foregoing representations – and numerous other representations contained in
25 the Pansky Report – were materially false because:

26 a. As detailed above, on January 25, 2019, Feuer participated in an in-person
27 meeting with Peters during which Feuer and Peters discussed the City’s collusive litigation
28 scheme and the documents produced to the City by Kiesel in December of 2018. As a result of

1 this conversation, Feuer had actual knowledge that the contents of the Pansky Report were false
2 at the time Feuer directed that the Pansky Report be lodged with Judge Berle; and

3 b. in addition to the aforementioned January 25, 2019 discussion with Peters,
4 as detailed in Section I above, on December 1, 2017, Feuer acted knowingly and willfully to
5 prevent the public revelation of the fact that the City Attorney's Office had conceived of -- and
6 implemented -- the corrupt collusive litigation scheme to achieve the collusive settlement
7 obtained by the City in the *Jones* Action. Feuer did so by directing Peters to instruct Kiesel to
8 pay Salgueiro the \$1 million extortion payment that Salgueiro was demanding from Kiesel to
9 buy her silence and prevent her from publicly revealing that Feuer's Chief Deputy, James Clark,
10 had conceived of and corruptly utilized the City's collusive litigation scheme to obtain the
11 collusive settlement in the *Jones* Action.

12 167. Despite having actual knowledge that the Pansky Report was materially false in
13 numerous respects, Feuer nevertheless directed that it be lodged with Judge Berle in the *Jones v.*
14 *City* Action in furtherance of Feuer's fraudulent scheme to deny any knowledge of or
15 participation in the City's collusive litigation scheme on Feuer's part. By doing so, Feuer
16 violated the State Bar Act and the Rules of Professional Conduct.

17
18 **B. Feuer Made Numerous False Statements**
19 **To The United States Bankruptcy**
20 **Court and Falsely Accused Complainant**
21 **Of Having Engaged In Fraud Involving**
22 **The Award of the Ardent Cyber Solutions Contract**

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

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

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

1 Office and on behalf of the City of Los Angeles.

2 171. On December 7, 2021, Paradis moved to dismiss the City’s Adversary Complaint.

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

5 173. On March 28, 2022, the City filed its *Amended Complaint To Determine*
6 *Dischargeability of Debt Pursuant To 11 U.S.C. §§ 523(2)(2)(A), (a)(4), and (a)(6)* (the City’s
7 “Amended Adversary Complaint”) naming Paradis as a defendant. *See* Exhibit 22. Los Angeles
8 City Attorney Feuer appears on the caption page of the City’s Amended Adversary Complaint as
9 the senior-most counsel for the City of Los Angeles and, as Los Angeles City Attorney, Feuer
10 authorized the filing of the Amended Adversary Complaint. *See* Exhibit 22.

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

15 175. Attorney Feuer knowingly caused the City to make the following false statements
16 to the United States Bankruptcy Court for the District of Arizona in the City’s Amended
17 Adversary Complaint. In particular, Feuer alleged that the acts in ¶¶ 65-78 of the City’s
18 Amended Adversary Complaint were criminal, fraudulent and illegally undertaken by Paradis,
19 despite knowing that Paradis undertook such acts while Paradis was working at the direction and
20 under the supervision of the FBI. *See* Exhibit 22.

21 176. The City’s Amended Adversary Complaint alleges as follows:

22 **H. THE LADWP RFP PROCESS**

23 65. On June 17, 2019, LADWP issued the LADWP RFP for the award of
24 three-year, \$82.5 million Cybersecurity Consulting Services contract. *See*
25 Alexander Plea, Attachment A Factual Basis ¶ 14. State and local laws and
26 regulations required the LADWP RFP process to be a fully competitive, neutral,
27 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.*

28 66. Alexander was one of seven members of the evaluation committee
that was responsible for reviewing the proposals submitted in response to the

1 LADWP RFP, and he signed a sworn nondisclosure agreement that he would
2 not discuss their scoring on the proposals with anyone. *See id.* ¶ 15.

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

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

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

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

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

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

25 72. In July 2019, Alexander and Paradis discussed a proposed job
26 for Alexander as Ardent’s Chief Administrative Officer with “platinum-
27 level health insurance benefits” and a prospective start date of in October
28 2019 so that Alexander could continue to improperly influence the LADWP RFP
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

1 LADWP, he would provide certain guarantees to Paradis and Ardent in the form
2 of future task orders from LADWP that assigned work for which Ardent could be
3 compensated. *See id.* Alexander would also procure task orders for Ardent’s
4 cybersecurity work under the anticipated LADWP contract, and he would also
5 guarantee Ardent task orders for cybersecurity training. *See id.*

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

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

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

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

20 *See Exhibit 22 at ¶¶ 65-78.*

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

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

1 See Exhibit 24 at ¶ 12. (Emphasis added).

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

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

14 181. 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, Los Angeles City Attorney Feuer once again violated the State Bar
20 Act and Rules of Professional Conduct.

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

26 182. On or about April 28, 2022, Paradis filed a Motion to Dismiss the City's
27 Amended Adversary Complaint to challenge the legal sufficiency of the City's claims and
28 provided the bankruptcy court with a plethora of evidence demonstrating that *all* of the act
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 Feuer and the City of the following facts.
5 *See Exhibit 25.*

6 183. 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.

11 184. Among other things, Paradis' work on this investigation involved providing
12 evidence of corruption, contract bid-rigging and cyber security violations involving the LADWP
13 and certain high ranking officials in Mayor Eric Garcetti's Office. Paradis' work on the
14 investigation also involved providing evidence of corruption related crimes, including, but not
15 limited to, extortion, aiding and abetting extortion and perjury, committed by various individuals
16 and attorneys employed in and/or by the Los Angeles City Attorney's Office.

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

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

27 187. The secretly recorded undercover operations conducted by Paradis spanned a
28 period of approximately fifteen (15) months and, during a portion of this period of time, were

1 conducted on the following individuals, among others:

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

14 188. Although the covert undercover operations conducted by Paradis began in March
15 2019, the fact that Paradis had acted in a covert, undercover capacity and was working
16 cooperatively with the FBI was not publicly revealed by the USAO until Monday, December 6,
17 2021.

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

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

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

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

1 *Id.* (Emphasis added).

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

5
6 **C. Contemporaneous Written Summaries of**
7 **Undercover Operations Conducted By Paradis**
8 **Were Provided To Feuer and the City To Confirm**
9 **That The Acts Undertaken By Paradis That Are Pled In**
10 **Paragraphs 65-78 of the City's Amended Adversary**
11 **Complaint Were Undertaken At the Direction of the FBI**
12 **And Feuer Nevertheless Directed That The City Continue**
13 **To Assert These Materially False and Misleading Claims**

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

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

24 195. While Feuer and the City have alleged that Paradis committed numerous criminal
25 and fraudulent acts as set forth in ¶¶ 65-78 of the Amended Adversary Complaint, the eighteen
26 (18) documents annexed as Exhibits F through W to Exhibit 25, conclusively demonstrate the
27 patent falsity of the claims asserted by Feuer and the City in ¶¶ 65-78 of the City's Amended
28 Adversary Complaint.

29 196. Exhibits F through W hereto to Exhibit 25 are written summaries of numerous
undercover operations conducted by Paradis involving, among other things, the Ardent Contract,
the illegal and fraudulent manner in which the Ardent Contract was awarded, and the roles

1 played by various Los Angeles City officials and others in that illegal process. These 18
2 Exhibits were prepared promptly following Paradis having conducted these undercover
3 operations involving the Ardent Contract and provided to the FBI. The truthfulness and
4 accuracy of the information contained in each of these 18 Exhibits is capable of being confirmed
5 by viewing the video recordings and/or listening to the audio recordings of each such undercover
6 operation.

7 197. The following are relevant excerpts from each of the 18 Exhibits that clearly
8 demonstrate the falsity of Feuer's and the City's allegations in ¶¶ 65-78 of the City's Amended
9 Adversary Complaint:

10 a. **April 4, 2019 Undercover Operation**
11 **Target of Operation: Stephen Kwok**

12 On April 4, 2019 at 6:27 pm, Paradis conducted an undercover operation by way of a
13 telephone conversation with current LADWP Chief Information Security Officer Stephen Kwok,
14 which was audio recorded. Exhibit F to Exhibit 25 is the written summary of this undercover
15 operation prepared by Paradis and provided to the FBI on April 4, 2019, and states in relevant
16 part:

17
18 ***On the call tonight, Kwok said that Mel and Cynthia's plan to proceed with***
19 ***awarding Ardent a contract through SCPPA is on track and the timing of***
20 ***implementing that plan has only moved back one day*** from our conversation last
21 night because of an issue with one City Council meeting being moved back one
22 day.

23 Not much new information from ***Kwok*** tonight other than he ***confirmed the***
24 ***amount of the contract that Mel and Cynthia are planning to have the LADWP***
25 ***Board approved have the LADWP has a 6 month term and is for \$17 million.***
26 ***Significantly, Kwok said that Mel and Cynthia have already determined that***
27 ***Ardent will be paid 88% of the \$17 million (approximately \$14.96 million).***
28 ***This works out to be roughly \$2.49 million per month over the 6 month term -***
which is the current approximate monthly burn rate.

See Exhibit F to Exhibit 25. (Emphasis added).

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

On April 5, 2019, Paradis conducted an undercover operation by way of taped lunch meeting with David Alexander, LADWP’s former Chief Cyber Risk Officer. Exhibit G to Exhibit 25 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:

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

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

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

See Exhibit G to Exhibit 25. (Emphasis added).

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

On April 5, 2019 at 3:30 pm, Paradis conducted an undercover operation by secretly participating in and audio recording a telephone conversation with Cynthia McClain-Hill, the current President of the LADWP Board of Commissioners and Meldon Levine, the former President of the LADWP Board of Commissioners. At the time of this undercover operation, Levine was the LADWP Commission Board President and McClain-Hill was the LADWP Commission Board Vice President. Exhibit H to Exhibit 25 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 *I was on a 36 minute call with Mel and Cynthia . . . that started at 3:30 pm PT.*
2 Call is taped.

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

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

9 See Exhibit H to Exhibit 25. (Emphasis added).

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

12 On April 7, 2019 at 11:30 am, Paradis conducted an undercover operation by way of a
13 telephone conversation with current LADWP Chief Information Security Officer Stephen Kwok,
14 which was audio recorded. Exhibit I to Exhibit 25 is the written summary of this undercover
15 operation prepared by Paradis and provided to the FBI on April 7, 2019, and states in relevant
16 part:

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

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

See Exhibit I to Exhibit 25. (Emphasis added).

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

3 On April 9, 2019, Paradis conducted an undercover operation by way of a telephone
4 conversation with current LADWP Chief Information Security Officer Stephen Kwok, which
5 was audio recorded. Exhibit J to Exhibit 25 is the written summary of this undercover operation
6 prepared by Paradis and provided to the FBI on April 9, 2019, and states in relevant part:

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

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

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

20 See Exhibit J to Exhibit 25. (Emphasis added).

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

23 On April 16, 2019, Paradis conducted an undercover operation by way of a taped lunch
24 meeting with Stephen Kwok, LADWP's current Chief Information Security Officer. Exhibit K
25 to Exhibit 25 is the written summary of this undercover operation prepared by Paradis and
26 provided to the FBI on April 16, 2019, and states in relevant part:

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

31 Interestingly, *Kwok told me for the first time today that the head of purchasing*
32 *at LADWP, Erin Henning, told Donna Stevener (one of two CAOs at LADWP)*
33 *that Kwok could speak directly to the vendors who will be awarded the contracts*

1 *next week as long as there was no written evidence that he had done so. This is*
2 *in clear violation of the LADWP and SCPPA rules governing the contracting*
3 *process.*

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

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

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

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

17 See Exhibit K to Exhibit 25. (Emphasis added).

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

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

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

27 See Exhibit L to Exhibit 25. (Emphasis added).

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

1 operation prepared by Paradis and provided to the FBI on April 18, 2019, and states in relevant
2 part:

3
4 As I mentioned when we spoke earlier, *both Wright and Josh have now*
5 *repeatedly admitted on recordings (and Josh on video) that the Mayor's office,*
6 *including the Mayor's Chief of Staff Ana Guerrero and Deputy Mayor Barbara*
7 *Romero, is actively involved in the fraudulent scheme to award the SCPPA*
8 *contract to Ardent and that these two individuals are particularly involved in*
9 *setting the \$ amount of the contract to be awarded because of their "concern*
10 *over the optics."*

11
12 *As of yesterday, I had been told by Wright and Kwok that the total SCPPA*
13 *award was for \$17 million and Ardent would be getting \$15 million of the \$17.*

14
15 *Today both Josh and Wright told me that the Mayor's Office has balked at*
16 *Ardent receiving that large a cut and are looking to cut the amount awarded to*
17 *Ardent to roughly the \$10+ million range so as not to draw attention.*

18
19 Separately, *Kwok just told me that he has approximately \$10.3 million*
20 *earmarked for Ardent and that he will push this number on a call with Wright,*
21 *Donna, Cynthia and Mel that is scheduled for 2 pm today.* Kwok also said that
22 he has specifically avoided allocation any "OT" (SCADA/operational technology)
23 work to either of the other two vendors to prevent these two vendors from
24 uncovering the long running regulatory violations that DWP has lied to regulators
25 about or completely failed to report to regulators. Kwok said he spoke with Donna
26 Stevener about his having done this and that she was in agreement so as to
27 prevent discovery of the undisclosed regulatory violations.

28
29 *Significantly, Josh also admitted on the video that the Mayor's office and DWP*
30 *Board all have actual knowledge that DWP is using the SCPPA contracting*
31 *process to create the false appearance that the contracts to be awarded to*
32 *Ardent and the other two vendors were the result of a competitive evaluation*
33 *process when they all have actual knowledge that this is not true in actuality.*

34 * * *

35
36 *Josh told me he would keep me posted on the activity involving the Ardent*
37 *contract and amount to be awarded Ardent and wants to meet in person again*
38 *next week to discuss a number of other business topics that we hit on during*
39 *our meeting today.*

40 See Exhibit M to Exhibit 25. (Emphasis added).

1 Conference in order to actively promote Newco to other utilities in order to
2 convince them to retain Newco to provide cyber security services.

3 See Exhibit N to Exhibit 25. (Emphasis added).

4 **j. April 30, 2019 Undercover Operation**
5 **Target of Operation: David Wright**

6 On April 30, 2019, Paradis conducted an undercover operation by way of a taped dinner
7 meeting with former LADWP General Manager, David Wright. Exhibit O to Exhibit 25 is the
8 written summary of this undercover operation prepared by Paradis and provided to the FBI in the
9 early morning hours of May 1, 2019, and states in relevant part:

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

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

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

23 * * *

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

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

31 I raised the topic of David Alexander being very concerned about having a task
32 order assigned to him once the Ardent contract is finally awarded on it about May
33 8th so that he can begin to "clean up" the long history of regulatory violations and
34 records falsification that I discussed with Alexander today at lunch and Wright
35 reacted in a very strong but surprising manner.

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

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

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

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

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

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

See Exhibit O to Exhibit 25. (Emphasis added).

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

On May 21, 2019, Paradis conducted an undercover operation by way of a taped lunch meeting with LADWP Chief Information Security Officer Stephen Kwok. Exhibits P and Q to Exhibit 25 evidence Paradis expressly requesting and receiving written authorization from the USAO to conduct this undercover operation and state in relevant part:

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

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

See Exhibit P to Exhibit 25. (Emphasis added).

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

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

See Exhibit Q to Exhibit 25. (Emphasis added).

l. May 22, 2019 Undercover Operation
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 pm. Exhibit R to Exhibit 25 hereto is the written summary of this undercover operation prepared by Paradis and provided to the FBI on May 22, 2019, and states in relevant part:

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

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

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

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

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

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

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10. The RFP timeline,

11. Whether this draft will need review and approval by the Mayor's office before the RFP is approved.

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

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

See Exhibit R to Exhibit 25. (Emphasis added).

Exhibit S to Exhibit 25 is the confirmation of the FBI authorizing Paradis to edit the draft Statement of Work for the RFP as Alexander and Kwok had requested – once again clearly demonstrating that Paradis was acting at the direction and under the supervision of the FBI. Exhibit S to Exhibit 25 states in relevant part:

Andy,

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

See Exhibit S to Exhibit 25. (Emphasis added).

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

On June 12, 2019, Paradis conducted an undercover operation by way of a telephone conversation with former LADWP Chief Cyber Risk Officer David Alexander, which was audio recorded. Exhibit T to Exhibit 25 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:

*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.*

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

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

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

17 See Exhibit T to Exhibit 25. (Emphasis added).

18
19 **n. July 5, 2019 Undercover Operation**
20 **Target of Operation: David Alexander**

21 On July 5, 2019, Paradis conducted an undercover operation by way of a meeting with
22 former LADWP Chief Cyber Risk Officer David Alexander, which was recorded. Exhibit U to
23 Exhibit 25 is the written summary of this undercover operation prepared by Paradis and provided
24 to the FBI on July 5, 2019, and states in relevant part:

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

27 *I agreed to meet him at the Disney Center to review the draft and will record the*
28 *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.

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

See Exhibit U to Exhibit 25. (Emphasis added).

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2 **o. July 16, 2019 Undercover Operation**
3 **Target of Operation: David Alexander**

4 On July 16, 2019, Paradis conducted an undercover operation by way of a lunch meeting
5 with former LADWP Chief Cyber Risk Officer David Alexander, which was recorded. Exhibit
6 V to Exhibit 25 is the written summary of this undercover operation prepared by Paradis and
7 provided to the FBI on July 16, 2019, and states in relevant part:

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

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

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

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

24 *Despite having signed this agreement, Alexander told me that he had prepared*
25 *a single color coded grading score sheet grid that reflected his scores for each*
26 *of the 14 respondents and had shared his scoring grid with two other*
27 *evaluators, Louis Carr and Flora Chang to influence them to score Ardent*
28 *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.

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

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

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

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

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

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

21 *We then discussed possible start dates and I told him that August 1st was*
22 *probably too soon given that we are already in mid August and he agreed and*
23 *said September 1st was more realistic. As we were walking away from the*
24 *restaurant, however, Alexander abruptly said that he could not start with*
25 *Ardent until October 1st. When I asked him why, he reminded me that the*
26 *LADWP Board meeting to approve the 3 year contract that is the subject of the*
27 *RFP was likely going to be voted on by the LADWP Board in late September, so*
28 *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.

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

See Exhibit V to Exhibit 25. (Emphasis added).

1
2 **p. July 22, 2019 Undercover Operation**
3 **Target of Operation: David Alexander**

4 On July 22, 2019, Paradis provided the FBI with information that Paradis first became
5 aware of in the afternoon of July 22, 2022. This new information related to information that
6 Paradis had previously learned and related to the FBI concerning SCPPA's involvement in
7 fictitious RFP processes during a recorded conversation with former LADWP Chief Cyber Risk
8 Officer David Alexander that occurred during the week of July 15th – 19th. Exhibit W to Exhibit
9 25 is the written summary prepared by Paradis and provided to the FBI on July 22, 2019, and
10 states in relevant part:

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

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

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

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

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

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

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

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

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

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

13 See Exhibit W to Exhibit 25. (Emphasis added).

14 198. Despite Paradis having provided the foregoing evidence demonstrating the falsity
15 of the City's allegations in ¶¶ 65-78 of the City's Amended Adversary Complaint, Feuer
16 nevertheless directed the City to continue to assert these patently false claims against Paradis in
17 the United States Bankruptcy Court.

18 199. In doing so, Feuer violated the State Bar Act and the Rules of Professional
19 Conduct.

20
21 **VI. Feuer Violated the State Bar Act and Rules of Professional**
22 **Conduct By Knowingly and Willfully Violating the *Brown***
Act and Interfering With Government Administration

23 200. Feuer violated § 6106 of the State Bar Act and Rule 1-120 and Rule 3-210 of the
24 California Rules of Professional Conduct in 2016 by “knowingly” and “willfully” committing
25 numerous misdemeanor criminal offenses in violation of California Government Code § 54950
26 *et seq.*, which is more commonly known as California's “*Brown Act*” or “Open Meeting Law.”

27 201. The *Brown Act* was enacted in 1953 to guarantee the public's right to attend and
28 participate in meetings of local legislative bodies, and as a response to growing concerns about

1 local government officials’ practice of holding secret meetings that were not in compliance with
2 advance public notice requirements.

3 202. Pursuant to California Government Code § 54952.2(b)(1), outside of a properly
4 noticed and conducted *Brown Act* meeting, a majority of the members of a legislative body (i.e.,
5 three out of five members of the Board of Commissioners of the Los Angeles Department of
6 Water and Power) **may not** use a series of communication of any kind, directly or through
7 intermediaries, to discuss, deliberate, or take action on any item that is within the body’s subject
8 matter jurisdiction.

9 203. The *Brown Act* also prohibits a series of such individual contacts if they result in a
10 “serial meeting” (Section 54952.2(b)). Section 54952.2(b)(1) prohibits a majority of members of
11 a legislative body outside of a lawful meeting from directly or indirectly using a series of
12 meetings to discuss, deliberate or take action on any item of business within the subject matter
13 jurisdiction of the body. Paragraph (b)(2) expressly provides that substantive briefings of
14 members of a legislative body by staff are permissible, as long as staff does not communicate the
15 comments or positions of members to any other members.

16 204. A serial meeting is a series of meetings or communications between individuals in
17 which ideas are exchanged among a majority of a legislative body (i.e., three council members –
18 here LADWP Commissioners Levine, William Funderburk (“Funderburk”) and Michael Fleming
19 (“Fleming”)) through either one or more persons acting as intermediaries (here Feuer and
20 LADWP General Counsel Brajevich) or through use of a technological device (such as a
21 telephone answering machine, or e-mail or voice mail), even though a majority of members
22 never gather in a room at the same time.

23 205. Serial meetings commonly occur in one of two ways; either a staff member, a
24 member of the body, or some other person individually contacts a majority of members of a body
25 and shares ideas among the majority (“I’ve talked to Councilmembers A and B and they will
26 vote ‘yes.’ Will you?”) or, without the involvement of a third person, member A calls member B,
27 who then calls member C, and so on, until a majority of the body has reached a collective
28 concurrence on a matter.

1 206. Feuer committed numerous violations of the *Brown Act* in July of 2016 when
2 Feuer willfully and knowingly conducted and participated in an illegal “serial meeting” in
3 violation of the *Brown Act*, which illegal meeting had been commenced by former Los Angeles
4 Department of Water and Power Commission President, Meldon Levine on July 1, 2019, as
5 detailed below.

6 **A. The LADWP Board Voted To Initiate**
7 **Contractor Non-Responsibility / Debarment**
8 **Proceedings Against PwC During the**
9 **June 21, 2016 Closed Session Board Meeting**

10 207. In the spring and early summer of 2016, during the course of litigating the *PwC*
11 Action, Complainant uncovered the fact that PwC had acted fraudulently in connection with
12 work it had performed at the LADWP. Accordingly, Complainant undertook an investigation to
13 determine whether the LADWP should institute contractor non-responsibility / debarment
14 proceedings against PwC. After completing this investigation, Complainant determined to
15 recommend to the LADWP Board of Commissioners that the Board vote in favor of instituting
16 contractor non-responsibility / debarment proceedings against PwC.

17 208. On June 21, 2016, the LADWP Board conducted a regularly scheduled Board
18 meeting, which included both a Public Session and Closed Session. Agenda ITEM NO. 31A(II)
19 involved a discussion with the Board and Complainant concerning the *PwC* Action. *See* Exhibit
20 26 at 28.

21 209. During the closed session, Complainant made a presentation to four Board
22 members and others in attendance at the Closed Session, including Edwards and Wright,
23 concerning Complainant’s recommendation that the LADWP institute contractor determination
24 of non-responsibility / debarment proceedings against PwC. *See* Exhibit 27.

25 210. Following this discussion, the four Board members who were present, including
26 LADWP Board Vice President Funderburk, Commissioner Michael Fleming, Commissioner
27 Christina (“Noonan”) and Commissioner Jill Banks Barad (“Barad”), voted unanimously to
28 institute contractor debarment proceedings against PwC; *i.e.*, to begin the process of debarment
against PwC.

1 211. The fact that the Board conducted such a vote was confirmed by a June 21, 2016
2 email authored by LADWP General Counsel Brajevich that he sent to City Attorney Feuer’s
3 Chief of Staff, Leela Kapur, that states in relevant part, “Leela, *We had the closed session*
4 *discussion on PWC. One of the things the board authorized management to do is institute*
5 *debarment proceedings against PWC at the appropriate time.*” See Exhibit 28. (Emphasis
6 added).

7 **B. City Attorney Feuer, Chief of Staff Kapur,**
8 **LADWP General Counsel Brajevich and**
9 **Others Intentionally Interfered With Government**
10 **Administration and Conspired With LADWP Board**
11 **President Meldon Levine To Undo the Official LADWP**
12 **Board Vote To Institute Debarment Proceedings Against PwC**

13 212. Following the LADWP’s June 21, 2016 unanimous vote to initiate contractor non-
14 responsibility / debarment proceedings against PwC, several top-ranking members of the Los
15 Angeles City Attorney’s Office, including City Attorney Feuer himself, knowingly and
16 intentionally embarked on an illegal course of conduct that was designed to – and did – greatly
17 benefit LADWP Board President and Gibson Dunn attorney Meldon Levine, the Gibson Dunn
18 firm¹² and its client PwC to the detriment of the City by undoing the LADWP official Board vote
19 to initiate debarment proceedings against PwC. Such conduct improperly interfered with
20 government administration and violated California state law, the City’s Ethics Code and the
21 California Rules of Professional Conduct. These same City officials then acted to insure that the
22 public never learned of their wrongful conduct by intentionally falsifying official City of Los
23 Angeles public records.

24 213. On June 29, 2016, City Attorney Mike Feuer sent a meeting invitation to Kapur,
25 Peters and Brajevich inviting them to attend a meeting at Feuer’s office the following day, June
26 30, 2016 from 9:30 to 10:30 am to discuss the PwC litigation, including debarment. See Exhibit
27 29. In the afternoon of June 29th, Peters telephoned Complainant and informed him of this
28 meeting and told Complainant that his attendance at this meeting was required. See Exhibit 30.

¹² Public records demonstrate that Gibson Dunn & Crutcher LLP attorneys were among the largest financial donors to Feuer’s 2012 campaign for Los Angeles City Attorney.

1 214. In the early evening of June 29, 2016, Brajevich visited Complainant and [REDACTED]
2 in their office at the LADWP and engaged in a discussion concerning debarment proceedings
3 and the LADWP's Contractor Program. Following this discussion, Brajevich emailed Kapur and
4 Peters and informed them of the substance of the conversation that Brajevich had with Paradis
5 and [REDACTED] concerning debarment.

6 215. On the morning of June 30, 2016, Paradis and [REDACTED] met with City Attorney
7 Feuer, Kapur, Peters and Brajevich in Feuer's office at City Hall East. Feuer began that meeting
8 in an extremely angry and hostile tone by asking Complainant the following rhetorical question,
9 "***Do you know who I am?***" Puzzled, Complainant responded, "yes, you are the City Attorney."
10 Feuer then responded, "***that's right. I am the Captain of the team! I am the Captain! Do you***
11 ***understand that? I am the Captain and you are just a player on the team! And if you want to***
12 ***keep playing on the team, you will follow my orders, is that clear?***" (Emphasis added).

13 216. Dumbfounded, Complainant asked Feuer why he was upset. Feuer then explained
14 that he was angry that Complainant had requested and obtained a vote by the LADWP Board to
15 institute debarment proceedings against PwC. Feuer and Kapur both repeatedly stated that they
16 were strongly against moving forward with debarment proceedings against PwC and that it was
17 Feuer's opinion that doing so was "a bad idea."

18 217. Feuer then stated that he wanted Complainant and Peters to meet with LADWP
19 General Manager Marcie Edwards and LADWP Chief Operating Officer Wright, along with
20 Brajevich and that Feuer wanted Complainant to argue the benefits of moving forward with
21 debarment against PwC and Peters to argue the negatives associated with moving forward with
22 debarment against PwC so that LADWP's Executive Management could make a decision on
23 whether to move forward with debarment proceedings against PwC.

24 218. Complainant responded that he was happy to meet with Edwards and Wright and
25 to present his views on the benefits of initiating debarment proceedings against PwC as the
26 LADWP Board had voted to do on June 21st, but was confused by Feuer's suggestion that this
27 presentation by Complainant and Peters would be used by LADWP's Executive Management to
28 make a decision on whether to move forward with debarment proceedings against PwC because,

1 as Brajevich's June 21st email confirmed, *the LADWP Board had already voted 4-0 to initiate*
2 *debarment proceedings against PwC during the Closed Session of the June 21st LADWP*
3 *Board meeting.*

4 219. Feuer then acknowledged the fact that the LADWP Board had voted to initiate
5 debarment proceedings against PwC, but nevertheless said that he wanted the presentation made
6 to Edwards and Wright by Complainant and Peters. Following the lengthy meeting in Feuer's
7 office, Brajevich then emailed Edwards and informed her that he had just finished a meeting with
8 Feuer, Complainant and others and that Feuer wanted Edwards to participate in a meeting as
9 Feuer had directed. *See Exhibit 31.*

10 220. Peters then drove Paradis, [REDACTED] and himself from City Hall East to the LADWP
11 where the three were to meet with Edwards, Wright and Brajevich, as Feuer had instructed.
12 After waiting for a period of time, Brajevich informed Peters that he was delayed and that Peters
13 and Complainant should begin their discussion with Wright and that Brajevich would join when
14 he was free and was uncertain whether Edwards would be joining the meeting at all because she
15 was not at the LADWP at that time.

16 221. An email sent by Edwards to Brajevich at 1:20 pm on June 30th while Brajevich
17 was in attendance at the meeting with Paradis, [REDACTED], Peters and Wright makes clear that City
18 Attorney Feuer, his Chief of Staff Kapur, Peters, Brajevich, along with LADWP's Edwards and
19 Wright had, unbeknownst to Complainant at that time, determined to intentionally interfere with
20 the administration of Los Angeles City government official action by secretly trying to "undo" or
21 "reverse" the LADWP Board's June 21st vote to initiate debarment proceedings against PwC.
22 *See Exhibit 32.*

23 222. Edwards' email to Brajevich confirmed the City Attorney's plot to intentionally
24 interfere with official government action by undoing the LADWP Board's June 21st vote and
25 tellingly asks, "**Getting to the appropriate outcome?**" Brajevich's immediate response to
26 Edwards is unequivocal and states, "**Yes on debarment language, working other details**" and
27 "**Dave doing a great job on lead** – working on press lead now – discussion overtime of filing
28 lawsuit." *Id.* (Emphasis added). Edwards responded immediately and stated, "**Good. Then I**

1 *don't need to weigh in. Nice work!" Id. (Emphasis added).*

2 223. Following this meeting with Wright, Peters, Brajevich and [REDACTED] at the LADWP,
3 Paradis contacted LADWP Commissioner and Board Vice President Funderburk and requested
4 to meet with him as soon as possible. Funderburk agreed to meet Paradis later that same
5 afternoon.

6 224. During their meeting, Complainant informed Funderburk of how Complainant
7 had been summoned to a meeting earlier that day and excoriated by Feuer for having
8 recommended that the LADWP Board consider and vote on initiating debarment proceedings
9 against PwC on June 21st and how Feuer had expressed anger at Complainant that the LADWP
10 Board had actually voted 4-0 to initiate debarment proceedings against PwC at that Closed
11 Session Board meeting.

12 225. Following Complainant's meeting with LADWP Board Vice President
13 Funderburk in the late afternoon of June 30, 2016, Funderburk emailed fellow LADWP
14 Commissioner Michael Fleming and asked if Commissioner Fleming was available to talk. *See*
15 *Exhibit 33.*

16 226. At 3:34 pm on the afternoon of June 30, 2016, LADWP's Assistant General
17 Manager for Communications and Public Affairs, Joseph Ramallo emailed LADWP
18 Commissioners Funderburk, Fleming, Noonan and Barad and provided them with a copy of the
19 press release that the LADWP issued in connection with the filing of the Motion for Leave to
20 File an Amended Complaint that also occurred on June 30, 2016. In relevant part, that press
21 release states:

22 After learning of the alleged fraudulent conspiracy, *the Board of Water and*
23 *Power Commissioners directed LADWP Executive Management to pursue all*
24 *appropriate remedies, up to and including the possibility of debarment*, which if
25 initiated could result in PwC being debarred as a government contractor for the
LADWP for a maximum period of five (5) years.

26 *See Exhibit 34. (Emphasis added).*

27 227. Precisely six minutes after Ramallo sent his email and press release to the
28 LADWP Commissioners, Peters emailed Brajevich at 3:40 pm and asked, "*So does this mean*

1 ***they are still not moving forward with debarment at this time?***” See Exhibit 35. (Emphasis
2 added). Shortly thereafter Brajevich replied, “***That is correct but Funderburk is still pushing.***”
3 *Id.* (Emphasis added).

4 228. Seven minutes later, at 3:47 pm, Funderburk emailed Brajevich and copied
5 Commissioner Fleming on his email. Funderburk’s email stated in relevant part,

6 Joe:

7
8 Just to confirm that even with the information you provided about the factual
9 uncertainty of proceeding with debarment, ***I strongly believe a debarment notice***
10 ***should be sent today. First, the board voted 4-0 to provide management with***
11 ***authority with executing certain actions within 10 days . . . To go against***
12 ***management would be to undermine the board’s closed session decision, if it is***
13 ***ever questioned in the future. . . .***

14 See Exhibit 36. (Emphasis added).

15 229. Following Complainant’s meeting with LADWP Board Vice President
16 Funderburk in the late afternoon of June 30, 2016, Funderburk called Brajevich and informed
17 Brajevich that Funderburk remained “***supportive of moving forward with debarment.***” See
18 Exhibit 37. (Emphasis added). Brajevich sent an email to Kapur and Peters informing both of
19 them of Funderburk’s position at 6:04 pm on June 30, 2016 and stated, “***I do not know how that***
20 ***will impact Dave and Marcie.***” *Id.*

21 230. At 6:07 pm on June 30, 2016, Brajevich emailed Edwards and Wright and stated,
22 “***I just spoke with Commissioner Funderburk who said he considered everything in the***
23 ***conversation our office had with him and that he is in favor of moving forward with the***
24 ***debarment process and that I convey that to you which I am doing.***” See Exhibit 38.
25 (Emphasis added).

26 231. At 6:26 pm on June 30, 2016, Funderburk again emailed Brajevich and stated,

27 Joe:

28 I spoke with Commissioner Fleming. ***It would be helpful to have the closed***
session minutes. I’m not sure the motion was to delegate authority to
management on debarment. I believe our motion was to debar PWC. If
management was given authority by the board to make the decision, that’s one

1 thing. *If the board already voted, doesn't the board have to decide itself to undo*
2 *its vote . . . ?*

3 See Exhibit 39 at 3. (Emphasis added).

4 232. At 6:57 pm on June 30, 2016, Edwards emailed Brajevich. The subject line
5 stated simply, "Bill's [Funderburk] Email." Edwards' email was concise and simply stated, "***I***
6 ***am so pissed off. Not at you, lol.***" See Exhibit 40. (Emphasis added). At 6:59 pm, Brajevich
7 responded to Edwards and stated, "feel free to be pissed off at me if it makes you feel any better.
8 I feel like I just played seven rounds of tennis – as the ball." *Id.* Edwards then replied, "Better
9 than me. I feel like the tennis shoe." *Id.*

10 233. At 10:27 pm on June 30, 2016, Brajevich, again, emailed Funderburk and copied
11 Commissioner Fleming and Edwards. In this email, Brajevich intentionally misstated what had
12 occurred during the Closed Session of the June 21, 2016 LADWP Board Meeting and continued
13 to unlawfully interfere with official government action by ignoring the Board's 4-0 vote to
14 initiate debarment proceedings against PwC on June 21, 2016. Brajevich continued to press
15 forward with Feuer's plot to secretly undo the LADWP's official Board action and interfere with
16 the LADWP Board's effort to initiate debarment proceedings against PwC. Brajevich's email
17 stated in relevant part:

18 Commissioner,

19 * * *

20 I would also like to clear up a matter in your original email below stating that to
21 "go against the management would be to undermine the Board's closed session
22 decision." ***The City Attorney's Office is not going against the management***
23 ***After Paul and Thom finished their presentations, I advised your office of our***
24 ***Office's position and the City Attorney's express words, that commencing the***
25 ***debarment process is a bad idea. Thom, Paul and I had a similar meeting with***
David Wright early in the afternoon and did the same presentation and
conveyed the same message. Management made the decision not to commence
debarment proceedings at this time.

26 ***If the Board of Commissioners desires to move forward with debarment***
27 ***proceedings and provide instructions it can certainly do so at a Board meeting .***

28 . . .

See Exhibit 41. (Emphasis added).

1 234. In furtherance of Feuer’s effort to impose his will on the LADWP Board and undo
2 the official Board vote to initiate debarment proceedings against PwC, Brajevich continued to
3 ignore the fact that *the LADWP Board had already voted to commence debarment proceedings*
4 *against PwC during the June 21st Closed Session Board meeting*. This fact was confirmed by
5 Funderburk in his email of 6:26 pm June 30, 2016. In reality, *the only thing that had been*
6 *delegated to LADWP Executive Management was the decision of when to commence*
7 *debarment proceedings against PwC within the 10 day period following the June 21st Board*
8 *meeting*. Rather than acknowledging this fact, Brajevich improperly continued to execute on
9 Feuer’s orders to take whatever action necessary to undo the official June 21st Board vote
10 concerning debarment and PwC.

11 235. At 10:38 pm on June 30, 2016, Funderburk replied to Brajevich’s email of 10:27
12 pm that same date and simply stated, “Thank you Joe. Very helpful.” *See* Exhibit 41. Brajevich
13 forwarded Funderburk’s email to Feuer, Kapur and Peters at 11:13 pm on June 30, 2016 and
14 stated “FYI.” *Id.*

15
16 **C. LADWP Board President and Gibson Dunn**
17 **Attorney Levine Violated California’s “Brown Act”**
18 **By Conducting an “Illegal Commission Meeting”**
19 **When Funderburk Refused To Yield To**
20 **Feuer’s Demand That The LADWP Board**
21 **Abandon Debarment Proceedings Against PwC**

22 236. On June 21, 2016, the LADWP Board voted to begin debarment proceedings
23 against Gibson Dunn’s client, PwC. However, the Board did not set a precise deadline for doing
24 so during the June 21st meeting. Rather, the Board discussed the LADWP commencing such
25 debarment proceedings within a “10 day” window following the June 21st vote and delegated the
26 decision concerning the exact date on which the LADWP would begin debarment proceedings
27 against PwC to LADWP General Manager Edwards.

28 237. Following the public filing of the First Amended Complaint by the LADWP
against PwC on June 30, 2016, however, there was a great deal of news and heightened public
outrage over the allegations concerning PwC having billed ratepayers for several wild parties

1 that occurred in Las Vegas and a wide variety of other wrongful actions engaged in by PwC. In
2 response to this public uproar, Board Vice President Funderburk determined that he wanted the
3 LADWP Board to immediately commence debarment proceedings against PwC, rather than
4 waiting for the ten days following the June 21st vote to expire.

5 238. Accordingly, at 5:25 pm on July 1, 2016, Funderburk emailed Brajevich and
6 copied Commissioner Fleming, Edwards and Wright. Funderburk's email stated:

7 Joe:

8
9 ***I hereby request that you act today to convene a Special Meeting of the Board
of Commissioners of the LADWP on Tuesday or Wednesday next week.***

10
11 ***I am requesting that this Special Meeting be convened to allow the Board to
vote on whether to immediately commence the debarment process against PWC
in light of the allegations made by the City and the LADWP in the Proposed
First Amended Complaint that was filed with the Court yesterday.***

12
13 Thank you for your prompt attention to this matter.

14 See Exhibit 42. (Emphasis added).

15 239. At 5:39 pm on July 1, 2016, -- just fourteen minutes after receiving Funderburk's
16 email requesting that a Special Meeting be called -- LADWP General Manager Edwards
17 defiantly responded to Funderburk and undeniably interfered with government administration
18 when she flatly refused to act in accordance with Funderburk's legally valid request that a
19 Special Meeting of the Board be called for the following week. Edwards' email to Funderburk,
20 Commissioner Fleming, Brajevich and Wright stated in relevant part,

21 Bill,

22
23 ***No. We are not prepared to do immediate disbarment [sic]. . . If you want to
micromanage this company around me, please request the chair to hold a
24 special meeting and incrementally direct me. I will not voluntarily follow this
25 course of action. Remove me immediately if this is your chosen course.***

26 See Exhibit 43. (Emphasis added).

1 240. Despite being well aware that Gibson Dunn attorney and LADWP Board
2 President Levine was prohibited from having any involvement in the *PwC* Action by the City
3 Ethics Code because the law firm that Levine worked for represented PwC in the *PwC* Action,
4 General Manager Edwards ignored this prohibition and nevertheless emailed Levine to enlist
5 Levine’s help in “reigning in” Funderburk’s effort to commence *immediate* debarment
6 proceedings against PwC.

7 241. At 5:58 pm on July 1, 2016, Edwards emailed Levine *at Levine’s Gibson Dunn*
8 *email address*. The subject line of her email to Levine was simply, “Bill” and Edwards’ email
9 stated, “***He has lost his mind. He wants to be GM? Good luck.***” See Exhibit 44. (Emphasis
10 added). At 6:03 pm, Levine replied to Edwards and asked, “How did this arise? . . .” *Id.*
11 Edwards then replied, “I have no idea. He has lost his center.” *Id.* Levine then inquired of
12 Edwards, “How and to whom did he communicate this desire?” *Id.* To which Edwards then
13 replied, “***He [Funderburk] wants to ‘win,’ I get that. But he is overboard and I can’t rein him***
14 ***in.***” *Id.* (Emphasis added).

15 242. **Just minutes after receiving Edwards’ July 1, 2016 email, Levine knowingly**
16 **and intentionally violated California’s *Brown Act***, the California Rules of Professional
17 Conduct and City’s Ethics Code by issuing a very stern order to Commissioners Funderburk and
18 Fleming that Levine emailed to both of them from his Gibson Dunn email address. Levine’s
19 email stated, “***Bill: PLEASE let our attorneys handle this matter. This is not a board matter.***”
20 See Exhibit 45. (Emphasis added).

21 243. Levine did not hide the fact, nor did he attempt to hide the fact, that he was
22 intentionally interfering with the LADWP Board’s June 21, 2016 Board vote to initiate
23 debarment proceedings against PwC, nor did he hide the fact that he was doing so on behalf of
24 his employer, Gibson Dunn and its client, PwC, in the *PwC* Action. Levine was very deliberate
25 in his conduct and wanted Executive Management at the LADWP to know that Levine had
26 personally ordered Commissioners Funderburk and Fleming to stand down in their effort to
27 initiate immediate debarment proceedings against Gibson Dunn’s client, PwC, so Levine also
28 sent this very same email to LADWP General Counsel Brajevich, LADWP General Manager

1 Edwards, and LADWP Chief Operating Officer Wright using Levine’s Gibson Dunn email. *See*
2 Exhibit 45.

3 244. Significantly, not only did Levine’s email violate the California Rules of
4 Professional Conduct and City’s Ethics Code, Levine’s email also violated California’s *Brown*
5 *Act*, which prohibits governmental bodies (such as the LADWP Board) from holding “meetings”
6 (including “serial meetings”) with a quorum of members, without formal notice to the public.

7 245. By issuing his stand down order in an email, which was sent to a quorum of the
8 Board (Funderburk, Fleming and Levine, himself), and which concerned official LADWP Board
9 action (namely undoing the Board’s June 21, 2016 vote to initiate debarment proceedings against
10 PwC), Levine conducted an illegal “meeting” of the LADWP Board of Commissioners without
11 providing the required public notice and thereby violated § 54952.2(b)(1) of California’s *Brown*
12 *Act*.

13 246. Levine also cannot dispute that he had **actual knowledge** that his actions also
14 violated the City’s Ethics Code because Levine expressly had been informed that he was
15 required to recuse himself from all LADWP matters involving PwC and the *PwC* Action by the
16 Los Angeles City Ethics Commission **just nine (9) days earlier** in the “**Final Recusal Review**
17 **Report**,” authored by Ethics Commission Director Hardy on June 21, 2016.

18 1. The “**Final Recusal Review Report**” concerning Levine stated in relevant part:

19 **C. Facts**

20 ***President Levine is a retired partner and currently of counsel to the law***
21 ***firm of Gibson, Dunn & Crutcher LLP (Gibson Dunn). He receives income***
22 ***from his current position with the firm, as well as retirement income from his***
23 ***status as a former partner.*** President Levine properly reported these sources of
24 income on his SEIs. . . . Because President Levine’s law firm may occasionally
25 represent clients with interests adverse to the City, the City Attorney’s office has
26 stated that it would advise President Levine to recuse himself from all discussions
and deliberations regarding matters directly involving or affecting current clients
of his firm. Accordingly, President Levine recused himself from 24 such matters
between February 17, 2015 and February 16, 2016.

27 ***Fourteen of President Levine’s 24 recusals during this period were due***
28 ***to the ongoing litigation between the City and Pricewaterhouse Coopers LLP***
(the Pricewaterhouse litigation) related to the botched rollout of a computer

1 *billing system, which resulted in a loss of millions of dollars. Pricewaterhouse*
2 *Coopers LLP (Pricewaterhouse) is represented by Gibson Dunn in this matter*
3 *and is adverse to the City.* The *Pricewaterhouse* litigation is currently scheduled
4 for hearings through January 2017 and is unlikely to conclude before the end of
5 the current calendar year.

6 * * *

7 **D. Analysis**

8 a. Continuing Nature of the Recusals

9 *Based on discussions with the City Attorney's office, we anticipate that,*
10 *absent a settlement, the Pricewaterhouse litigation . . . [is] likely to continue*
11 *throughout President Levine's term. In addition, it is likely that President*
12 *Levine will continue his employment relationship with Gibson Dunn. As a*
13 *result, we believe that the conflict will continue for the duration of President*
14 *Levine's term as a member of the Water and Power Commission.*

15 * * *

16 **E. Recommendation**

17 *Based on an examination of the recusals received to date, we believe that*
18 *President Levine's financial interests in Gibson Dunn present a continuing*
19 *conflict of interests that will require recusals for at least the duration of the*
20 *Pricewaterhouse litigation*

21 247. See Exhibit 46 at 2-4. (Emphasis added).

22 248. *The fact that Levine knowingly and intentionally violated the Brown Act, the*
23 *City's Ethics Code and the California Rules of Professional Responsibility was also actually*
24 *known by Los Angeles City Attorney Mike Feuer himself, as well as Leela Kapur, Feuer's Chief*
25 *of Staff and Chief Assistant City Attorney Thom Peters. The irrefutable proof of this fact exists*
26 *in the form of a July 1, 2016 email sent by Brajevich to Feuer, Kapur and Peters which forwards*
27 *Levine's email of July 1, 2016 email of 6:05 pm to these three senior ranking members of the*
28 *City Attorney's Office. See Exhibit 47.*

29 249. The fact that Feuer, Kapur, Peters and Brajevich each had *actual knowledge* of
30 Levine's violation of the *Brown Act*, the City's Ethics Code and the California Rules of
31 Professional Responsibility and failed to take any action whatsoever to report this violation, or to
32 halt Levine's improper intervention into the LADWP'S Board Vote of June 21st to initiate

1 debarment proceedings, demonstrates that *Feuer*, Kapur, Peters and Brajevich *deliberately*
2 *concealed Levine’s illegal and unethical conduct and, then, even more incredibly, acted as*
3 *“intermediaries” for Levine and continued to conduct the illegal “serial meeting” that had*
4 *been begun by Levine on July 1, 2016 until they successfully undid the LADWP’s June 21st*
5 *Board vote to initiate debarment proceedings against PwC.*

6
7 **D. Feuer and Several High-Ranking Members of**
8 **The LADWP and City Attorney’s Office Violate**
9 **The Brown Act By Conducting An Illegal “Serial Meeting”**

10 250. After Levine violated the *Brown Act*, California Rules of Professional Conduct
11 and City Ethics Code by emailing Commissioners Funderburk and Fleming and personally
12 ordering them to stand down in their effort to initiate immediate debarment proceedings against
13 Gibson Dunn’s client, PwC, Feuer and several other high-ranking members of the LADWP and
14 City Attorney’s Office continued to act in furtherance of Feuer and Levine’s effort to derail the
15 PwC debarment proceedings as Levine’s “intermediaries.”

16 251. The first of these individuals to do so was LADWP General Manager Edwards.
17 At 6:23 pm on Friday night of July 1st, just eighteen minutes after Levine issued his order to
18 Funderburk and Fleming to stand down on their effort to have the LADWP debar Gibson Dunn’s
19 client, PwC, Edwards sent a second email to Funderburk in response to Funderburk’s “Request
20 for Special Board Meeting to Discuss PWC Matter” and admonished Funderburk, “*Please.*
21 *Trust me and stand down.*” See Exhibit 48. (Emphasis added).

22 252. At 7:48 pm on that same Friday night of July 1, 2016 ahead of the July 4th
23 weekend, Levine improperly conducted a “serial meeting” in violation of the *Brown Act* by
24 directing Edwards and Brajevich to speak with Feuer as Levine’s “intermediaries” in order to get
25 Feuer to speak with Funderburk so that Feuer could reiterate Levine’s order to stand down that
26 Levine had issued to Commissioners Funderburk and Fleming. Levine’s email to Edwards
27 states, “*Can you get Mike Feuer to talk with him? Actually, I will suggest that to Joe B.*” See
28 Exhibit 49. (Emphasis added).

1 253. One minute later at 7:49 pm, Levine continued to conduct the illegal “serial
2 meeting” when Levine emailed Brajevich and asked, “***Can you get Mike Feuer to rein Bill in?
3 Marcie feels she can’t.***” See Exhibit 50. (Emphasis added). Brajevich responded immediately
4 and agreed to act as an “intermediary” for Levine and stated, “***I will ask Mike.***” *Id.* (Emphasis
5 added). Levine quickly thanked Brajevich for agreeing to improperly act as an “intermediary”
6 who would continue the illegal “serial meeting” and stated, “***THANKS! Bill is now over the top
7 on whatever he gets into. I have no idea what has happened, but it is deeply troubling. And
8 he is driving Marcie crazy . . .***” *Id.* (Emphasis added). At 8:15 pm that same night, Brajevich
9 continued the illegal “serial meeting” by responding to Levine and stated in relevant part, “***Just
10 so [you] know, as VP when the President is unable to act (as in this case) Bill as the VP can
11 call the special meeting. . . .***” *Id.* (Emphasis added). Levine then replied by email and further
12 admonished Brajevich to get Feuer to speak with Funderburk. Levine’s email of 8:16 pm was
13 sent from Levine’s Gibson Dunn email and stated, “***Yikes. I really think Mike should call him
14 and try to calm him down. His judgment has disappeared.***” *Id.* (Emphasis added).

15 254. At 8:05 pm on July 1, 2016, Brajevich continued to conduct the illegal “serial
16 meeting” that had been begun by Levine earlier that evening. Brajevich did so in his role as
17 Levine’s “intermediary” when Brajevich emailed Feuer as he had promised Levine he would do
18 and informed Feuer, “***Mike, Mel asked if I could ask you to rein Bill in, Marcie feels she can’t.
19 I told Mel I would pass along the message. Let me know if you want to discuss.***” Tellingly, the
20 subject line of Brajevich’s email to Feuer states, “***Request from Mel.***” See Exhibit 51.
21 (Emphasis added).

22 255. When Funderburk continued to press ahead with the LADWP Board’s effort to
23 debar PwC and cited “***what is clearly a big difference of opinion by in house and outside
24 counsel on a key tactical issue in one of the biggest litigation’s in the enterprise’s history,***”
25 Brajevich quickly resorted to intimidating Funderburk. At 8:48 pm on the night of July 1st,
26 Brajevich emailed Funderburk and told Funderburk, “***so that we are perfectly clear there is no
27 difference of opinion as there is only one City Attorney’s Office and one City Attorney, Mike
28 Feuer. . . . you were given the pros and cons of proceeding with the debarment process and***

1 *after that you were advised of the City Attorney's position which was that it was a bad idea.*
2 *That is the City Attorney's opinion."* See Exhibit 52. (Emphasis added).

3 256. The fact that this "serial meeting" was commenced by the LADWP's purportedly
4 recused Board President and improperly continued by numerous "intermediaries," including
5 LADWP General Manager Edwards, LADWP General Counsel Brajevich and City Attorney
6 Mike Feuer himself on the Friday night before the July 4th holiday weekend is strong evidence of
7 the full court press that was illegally being applied to Funderburk and Fleming to undo the
8 LADWP Board's June 21, 2016 vote to initiate debarment proceedings against Gibson Dunn's
9 client, PwC.

10
11 **E. Feuer and Levine Succeeded In Their Effort**
12 **To Undo the LADWP's Board Vote To Initiate**
13 **Debarment Proceedings Against PwC**

14 257. Less than 24 hours later, there was similarly strong evidence that the illegal
15 campaign by Feuer, Levine, Peters, Edwards and Brajevich to undo the LADWP Board vote to
16 initiate debarment proceedings against PwC was working. At 4:49 pm on Saturday afternoon,
17 July 2, 2016, Funderburk emailed Brajevich and Commissioner Fleming and stated in relevant
18 part,

19 *There was a dispute less than 48 hours ago about the timing on debarment,*
20 *issuing of any debarment notice and commencing of any debarment process . . .*
21 *. Like you, I wasn't remotely expecting to deal with this or be put in the middle*
22 *so I hope you can bear with me Mel's email, no matter how inadvertent or*
23 *unintended, must be considered for even the appearance that it presents*
24 *regardless whether it is protected by privilege. I could never deny under oath*
25 *that I didn't see it if the privilege were waived or somehow the email trail made*
26 *it to the Gibson Dunn server This matter in my mind calls for cooler and*
27 *calmer minds and not hasty decisions especially where no need to rush may exist.*
28 *Fortunately, none of this deliberation has seen the light of day that we know of.*

25 * * *

26
27 *My thinking has evolved now, and I would just like to get a few more questions*
28 *answered before withdrawing the request for the Special Board meeting and*
asking that the PwC matter be placed on the next Regular agenda closed session

1 on July 19 subject to having an outside opinion by counsel expert in debarment of
2 large companies and civil fraud prepared by July 19. Such an opinion would be
3 for the protection of all concerned. I solicit Commissioner Fleming's input as
4 well.

5 *See Exhibit 53. (Emphasis added).*

6 258. Funderburk's admission that, "***Mel's email, no matter how inadvertent or***
7 ***unintended, must be considered for even the appearance that it presents regardless whether it***
8 ***is protected by privilege***" makes clear that Levine's order to Commissioners Funderburk
9 and Fleming to stand down on their effort to commence immediate debarment proceedings
10 against PwC was wholly improper and had its intended effect on Commissioners Funderburk and
11 Fleming. *Id.* (Emphasis added).

12 259. Sensing that victory for Feuer, Levine, Gibson Dunn and PwC was imminent and
13 that Funderburk and Fleming would soon abandon the LADWP Board's effort to debar PwC
14 despite the Board having voted to do so on June 21st, Brajevich forwarded Funderburk's lengthy
15 Saturday afternoon email to both Feuer and Kapur. Tellingly, Brajevich stated in relevant part,

16 ***I received this from Bill this afternoon. Separately I received a text from him***
17 ***say [sic] wants to back off his special meeting request. I think this email is his***
18 ***effort to back off and save some face*** As to his question whether our office
19 thinks having a special meeting is a bad idea, I intend to say that we do not have
20 an opinion on that issue as calling one is his prerogative as VP. (***He is looking***
21 ***for us to say it's a bad idea so he can cover himself).***

22 *See Exhibit 54. (Emphasis added).*

23 260. Clearly pleased that Feuer and his City Attorney team had been successful in
24 undoing the LADWP's Board vote to debar PwC as Levine had ordered when he directed
25 Funderburk and Fleming to stand down and "***let our attorneys handle this matter,***" Feuer sent
26 Brajevich a reply email that was copied to Kapur at 5 pm on Saturday July 2d that stated, "***I***
27 ***agree with every element of your proposed approach. If things change please let me know.***
28 ***Really appreciate all your work on this, and I [sic] general.***" *See Exhibit 55. (Emphasis*
added).

29 261. ***On July 4, 2016 at 9:12 pm,*** Brajevich emailed Feuer, Kapur and Peters and
informed them that their collective effort to undo the LADWP Board's June 21st vote to initiate

1 debarment proceedings against PwC as Levine had ordered to help his employer, Gibson Dunn,
2 and its client, PwC, was working. Brajevich’s email to Feuer, Kapur and Peters states in relevant
3 part,

4 ***I had a very, very long conversation with Bill on his special meeting and what***
5 ***he wanted to do. It was hard to keep it focused. He wants to back off without***
6 ***appearing like he has been sent to sit in the corner. During our conversation***
7 ***he mentioned some things that would help him stand down gracefully. [I]***
8 ***composed this email in response to his email which I would like to send him if it***
9 ***is ok with you. He asked if I could send him something or call him tonight. I told***
10 ***him I would work on it (as I would prefer to have this wrapped up before the***
11 ***board secretary starts calling members for availability tomorrow. [sic]***

12 See Exhibit 56. (Emphasis added).

13 262. On July 5, 2016 at 3:41 pm, Brajevich finally declared complete victory for Feuer
14 and Levine when he emailed Feuer, Kapur and Peters and informed them,

15 ***FYI, Commissioner Funderburk withdrew his request for a special board***
16 ***meeting. There are a couple of issues that we will need to address for the July 19,***
17 ***regular board meeting . . . but in the meantime I want to let you know he***
18 ***withdrew the request. Thanks again for your time over the 3 day holiday***
19 ***weekend. Joe***

20 See Exhibit 57. (Emphasis added).

21 263. Feuer was quick to congratulate Brajevich for all the work he did to execute on
22 Levine’s instruction that the LADWP Board abandon its effort to debar PwC as a contractor to
23 the LADWP and emailed Brajevich and stated, “***Thanks again for all your great work, Joe.***”

24 See Exhibit 58. (Emphasis added).

25 264. On the basis of the foregoing, Feuer violated § 6106 of the State Bar Act and Rule
26 1-120 and Rule 3-210 of the California Rules of Professional Conduct in 2016 by “knowingly”
27 and “willfully” committing numerous misdemeanor criminal offenses in violation of California
28 Government Code § 54950 *et seq.* as detailed herein.

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Dated: October 18, 2022

Respectfully submitted,

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Paul O. Paradis