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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

10 BYRON RAMIREZ, an individual;
11 CLAUDIA ANGUIANO, an individual;
12 DARIO ANGUIANO, an individual and
13 others similarly situated,

14 Plaintiffs,

15 vs.

16 MATIAN LAW FIRM, A Professional
17 Corporation, SHAWN MATIAN, an
18 individual; and DOES 1 through 100,
19 Inclusive,

20 Defendants.

) CASE NO.
)
) UNLIMITED JURISDICTION DAMAGES
) SOUGHT OVER \$25,000.00
)
) COMPLAINT FOR DAMAGES,
) INJUNCTIVE RELIEF AND RESTITUTION
)
) 1. LEGAL MALPRACTICE-BREACH
) OF FIDUCIARY DUTY THEORY FOR
) VIOLATION OF CAL.BAR RULES
) PROF.COND. #1-300 AND BUS &
) PROF.CODE §6125, AIDING THE
) UNAUTHORIZED PRACTICE OF LAW FOR
) ALLOWING UNSUPERVISED
) NONLAWYERS TO PRACTICE LAW
) WITHOUT A LICENSE;
)
) 2. LEGAL MALPRACTICE-BREACH
) OF FIDUCIARY DUTY THEORY FOR
) VIOLATION OF CAL.BAR RULES
) PROF.COND. #3-110, FAILING TO ACT
) COMPETENTLY FOR FAILING TO
) SUPERVISE NONLAWYER WORK
)
) 3. LEGAL MALPRACTICE-BREACH
) OF FIDUCIARY DUTY THEORY FOR
) VIOLATION OF CAL.BAR RULES
) PROF.COND. # 3-300 FOR FAILING TO
) AVOID CONFLICTS OF INTEREST;
) TAKING A REFUNDABLE FLAT FEE
)

1) FROM THE CLASS WITH NO INTENTION
 2) TO FULLY PERFORM UNDER THE
 3) RETAINER
 4) 4. LEGAL MALPRACTICE-BREACH
 5) OF FIDUCIARY DUTY THEORY FOR
 6) VIOLATION OF CAL.BAR RULES
 7) PROF.COND. #1-310, FORMING A
 8) PARTNERSHIP WITH A NON-LAWYER
 9) 5. CONSTRUCTIVE FRAUD
 10) 6. UNFAIR BUSINESS PRACTICES IN
 11) VIOLATION OF BUS. AND PROF. CODE
 12) SEC. 17200, et seq.
 13)
 14) DEMAND FOR JURY TRIAL
 15)
 16) CLASS ACTION CASE, CAL. RULES OF
 17) COURT 3.760–3.771
 18)

19 **GENERAL ALLEGATIONS**

20 **JURISDICTION AND VENUE**

21 1. This Court has jurisdiction over this action pursuant to Code Civ.Proc. § 410.10. The
 22 action is brought pursuant to Code Civ.Proc. § 382 and Civ.Code § 1781 *et seq.*

23 2. Venue is proper in this Court pursuant to Code Civ.Proc. §§ 395 and 395.5 because the
 24 Plaintiff suffered damages in the City of Los Angeles, California, and County of Los Angeles.

25 **THE PARTIES**

26 3. Byron Ramirez (hereinafter referred to as “Ramirez”), Claudia Anguiano and Dario
 27 Anguiano (hereinafter referred to as “Anguiano”) are individuals (and are collectively
 28 referred to as “class representatives.” Ramirez and others similarly situated make up the
 putative class (“Plaintiffs” or "Plaintiff") are, and were, at all relevant times, members of
 the Latino Spanish-speaking community. Some Plaintiffs speak only limited English and
 many speak none at all.

1 4. Class Representatives, based upon that information and belief alleges, that Defendant
2 The Matian Firm is a Professional Corporation, (hereinafter referred to as “TMF”) was, at
3 all relevant times mentioned herein, was located at 3731 Wilshire Blvd Suite 610, Los
4 Angeles, CA 90010 in the County of Los Angeles, State of California. TMF is involved in
5 fraud, legal
6 malpractice and preying on Latinos. The firm is a criminal enterprise disguised as a law
7 firm and is dedicated to committing fraud, preying on the Latino community, using non-
8 lawyers to decide everything about thousands of cases, using non-lawyers on a sales team,
9 that are paid commission for overtly lying to clients and do anything at all to sign up clients,
10 such as Class Representatives, commits wholesale deception and fraud, to pocket millions of
11 dollars.

12 5. Class Representatives, based upon that information and belief alleges, that
13 Defendant: LA LIGA DEFENSORA, a business entity, form unknown, (is hereinafter
14 referred to as LLD”), and is/was, an arm of The Matian Firm, APC (hereinafter referred to
15 “TMF”), located at 3731 Wilshire Blvd Suite 610, Los Angeles, CA 90010, County of Los
16 Angeles, State of California. TMF is a criminal enterprise disguised as a law firm, and is
17 dedicated to committing fraud, praying on the Latino community, using non-lawyers to
18 decide everything about thousands of cases. This includes using non-lawyers on a sales team
19 that are paid commission for overtly lying to clients to secure the sign up of clients, such as
20 Class Representatives, and commits wholesale deception and fraud to pocket millions of
21 dollars.

22 6. Shawn Matian, “hereinafter referred to as (“SM”) is an individual and is the
23 mastermind of the criminal enterprise, who supervises the criminal activities and a
24 principal with TMF. SM is dedicated to committing fraud, praying on the Latino
25 community, using non-lawyers to decide everything about thousands of cases. This includes
26 using non-lawyers on a sales team that are paid commission for overtly lying to clients to
27 secure the sign up of clients, such as Class Representatives, and commits wholesale
28 deception and fraud to pocket millions of dollars.

1 7. Class Representatives is informed and believes, and based upon that information and
2 belief alleges that Defendant LLD, is an arm of The Matian Firm, and is also dedicated to
3 committing fraud, praying on the Latino community, using non-lawyers to decide
4 everything about thousands of cases. This includes using non-lawyers on a sales team that
5 are paid commission for overtly lying to clients to secure the sign up of clients, such as
6 Class Representatives, and commits wholesale deception and fraud to pocket millions of
7 dollars.

8 8. Does 1 through 100, are members of the conspiracy to prey on the Latino
9 community, who are at this time unknown. Plaintiff identifies those co-conspirators so
10 designated, as the “sales team”, who are predominantly non-lawyers that purposely lie every
11 time they speak with a client and gives the clients a legal opinion, and lie to clients as to
12 what can be done in their case. Legal assistants, secretaries, receptionists, the “manager of
13 the firm” [who is a non-lawyer, and quarterbackes the stealing that takes place], are all
14 understood to be the main actors in the fraud.

15 9. The Plaintiff does not know the true names of the Doe Defendants 1 through 100, and
16 thus sues them by such fictitious names. The Plaintiff will amend the complaint when he learns
17 the true names and capacities of said doe defendants when ascertained. TMF, SM and LLD are
18 altogether (“Defendants”).

19 10. Plaintiff is informed and believes and thereon alleges that, at all times herein mentioned,
20 each of the defendants sued herein was the agent and/or employee of each of the remaining
21 defendants and was at all times acting within the purpose, course, and scope of such agency and
22 employment.

23 11. Defendants, and/or Does 1 through 100 have such a unity of interest and ownership that
24 the separate personalities do not in reality exist and that the corporate structure is just a shield
25 for the alter ego of each other. Inequity will result if the acts in question are treated as those of
26 one of these Defendants over the other. Defendants and DOES 1 through 100 should be held
27 collectively liable for the acts complained of herein.

28 12. Each act was done with malice, oppression, and was despicable conduct entitling Plaintiff

1 to punitive and exemplary damages.

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3 FACTUAL BACKGROUND

4 13. About 6 months ago, all Defendants were all hired by Class Representatives. Class
5 Representatives did NOT have any relief that is meritorious to try to obtain from a court.
6 As is the protocol at TMF, Class Representatives were told anything to sign them up.

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8 CAUSES OF ACTION/REMEDIES

9 1.

10 LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY THEORY FOR VIOLATION
11 OF CAL.BAR RULES PROF.COND. #1-300 AND BUS & PROF.CODE §6125, AIDING THE
12 UNAUTHORIZED PRACTICE OF LAW FOR ALLOWING UNSUPERVISED
13 NONLAWYERS TO PRACTICE LAW WITHOUT A LICENSE
14 (AGAINST ALL DEFENDANTS)

15 14. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
16 individually.

17 15. Defendants are an attorney and two law firms that act in the capacity as fiduciaries of the
18 highest nature to the Class. Defendants and the Class were engaged in a fiduciary relationship of
19 the highest nature.

20 16. Defendants owed the Class a fiduciary duty of undivided loyalty to only represent them
21 in legal actions with the authorized work directed and supervised by members of the California
22 State Bar in good standing, and that only certified paralegals as defined under Bus. & Prof. Code
23 §6450(a) could perform said legal work under the supervision of said practicing lawyers who
24 take full responsibility for work delegated to them by members of the California State Bar.

25 17. Defendants breached their fiduciary duty owed to the Class by allowing nonlawyers who
26 are not certified paralegals as defined by Bus. & Prof. Code §6450(a), and are not supervised by
27 members of the California State Bar, to perform legal work, to give legal advice, and to arrange
28 for the Class members to become clients of the Defendants and accept their agreed to retainer
legal fees as proscribed by Bus. & Prof. Code §6450(a). These actions constitute the aiding of

1 the unauthorized practice of law in violation of Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &
2 Prof. Code §6125.

3 18. The Class has been harmed by Defendants' breach of fiduciary duty of undivided loyalty,
4 have been harmed and suffered pecuniary injury and damages in an amount to be determined at
5 trial.

6 19. Because Defendants' action constituted breaches of fiduciary duty owed to the Class, the
7 Class is entitled to full reimbursement of all legal fees paid to Defendants.
8

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10 2.
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12 LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY THEORY FOR
13 VIOLATION OF CAL.BAR RULES PROF.COND. #3-110, FAILING TO ACT
14 COMPETENTLY FOR FAILING TO SUPERVISE NONLAWYER WORK
15 (AGAINST ALL DEFENDANTS)

16 20. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
17 individually.

18 21. Defendants are an attorney and two law firms that act in the capacity as fiduciaries of the
19 highest nature to the Class. Defendants and the Class were engaged in a fiduciary relationship of
20 the highest nature.

21 22. Defendants owed the Class a fiduciary duty of undivided loyalty of competent legal work
22 to only represent them in legal actions with the authorized work directed and supervised by
23 members of the California State Bar in good standing, and that only certified paralegals as
24 defined under Bus. & Prof. Code §6450(a) could perform said legal work under the supervision
25 of said practicing lawyers who take full responsibility for work delegated to them by members of
26 the California State Bar.

27 23. Defendants breached their fiduciary duty of undivided loyalty owed to the Class by
28 delegating work to nonlawyers who are not certified paralegals as defined by Bus. & Prof. Code
§6450(a), aided those nonlawyers to effectively practice law without a license and without
supervision, making legal decisions, performing legal work on how to proceed with clients cases

1 and giving legal advice, and allowing them to accept clients and decide on legal fees; all without
2 the legal supervision and accepting of responsibility of the work for these nonlawyers.

3 Defendants owed the Class competent legal work performed by lawyers or certified paralegal
4 under their supervision as required by Cal. Bar Rules Prof. Conduct 3-110,

5 24. The Class has been harmed by Defendants' breach of fiduciary duty of undivided loyalty,
6 and have been harmed and suffered pecuniary injury and damages in an amount to be determined
7 at trial. Because Defendants' action constituted breaches of fiduciary duty owed to the Class, the
8 Class is entitled to full reimbursement of all legal fees paid to Defendants.

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10 3.

11 LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY THEORY FOR VIOLATION
12 OF CAL.BAR RULES PROF.COND. # 3-300 FOR FAILING TO AVOID CONFLICTS OF
13 INTEREST; TAKING A REFUNDABLE FLAT FEE FROM THE CLASS WITH NO
14 INTENTION TO FULLY PERFORM UNDER THE RETAINER

15 25. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
16 individually.

17 26. Defendants are an attorney and two law firms that act in the capacity as fiduciaries of the
18 highest nature to the Class. Defendants and the Class were engaged in a fiduciary relationship of
19 the highest nature.

20 27. Defendants owed the Class a fiduciary duty of undivided loyalty to the Class only
21 represent them in legal actions with the authorized work directed and supervised by members of
22 the California State Bar in good standing, and that only certified paralegals as defined under Bus.
23 & Prof. Code §6450(a) could perform said legal work under the supervision of said practicing
24 lawyers who take full responsibility for work delegated to them by members of the California
25 State Bar.

26 28. Defendants breached their fiduciary duty of undivided loyalty owed to the Class.
27 Defendants quote the Class legal fee amounts for a set level of legal work and advise them that
28 the flat fee is non-refundable, when they have no intention of fully performing the promised legal
work, instead coerce plea bargains upon them, and fail to return any legal fees not earned. In

1 doing so, Defendant are engaging on an egregious actual conflict of interest for carrying out their
2 own pecuniary interest of performing as little legal work as possible and pocketing the fully
3 refundable legal fees; all acts and omissions constituting intentional failing by Defendants to act
4 competently in violation of Cal.Bar Rules of Prof.Cond. #3-300.

5 29. The Class has been harmed by Defendants' breach of fiduciary duty of undivided loyalty,
6 and suffered pecuniary injury and damages in an amount to be determined at trial.

7 30 Because Defendants' action constituted breaches of fiduciary duty owed to the Class, the
8 Class is entitled to full reimbursement of all legal fees paid to Defendants.

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10 4.
11 LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY THEORY FOR VIOLATION OF
12 CAL.BAR RULES PROF.COND. #1-310, FORMING A PARTNERSHIP WITH A NON-
13 LAWYER
(AGAINST ALL DEFENDANTS)

14 31. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
15 individually.

16 32. Defendants are an attorney and two law firms that act in the capacity as fiduciaries of the
17 highest nature to the Class. Defendants and the Class were engaged in a fiduciary relationship of
18 the highest nature.

19 33. Defendants owed the Class a fiduciary duty of undivided loyalty to only represent them
20 in legal actions with those partners or shareholders with a financial interest in the law firm being
21 members of the California State Bar in good standing, and not with nonlawyers.

22 34. Defendants breached their fiduciary duty on undivided loyalty to the Class by allowing
23 those who are non-members of the California State Bar in good standing to have a financial
24 interest in the law firm, and lessening the value of the legal services performed to the Class.

25 35. The Class has been harmed by Defendants' breach of fiduciary duty of undivided loyalty,
26 and has been harmed and suffered pecuniary injury and damages in an amount to be determined
27 at trial.
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1 36. Because Defendants' action constituted breaches of fiduciary duty owed to the Class, the
2 Class is entitled to full reimbursement of all legal fees paid to Defendants.

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4 5. CONSTRUCTIVE FRAUD, § 1573
5 (AGANST ALL DEFENDANTS)
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7 37. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
8 individually.

9 38. Defendants are an attorney and two law firms that act in the capacity as fiduciaries of the
10 highest nature to the Class. Defendants and the Class were engaged in a fiduciary relationship of
11 the highest nature.

12 39. Defendants breached their fiduciary duty of undivided loyalty to the Class through the
13 nondisclosure of imperative information regarding their legal representation, including failing to
14 disclose to the Class that they would not be acting competently towards members of the Class by
15 allowing for the aiding of the unauthorized practice of law in violation of Cal.Bar Rules of
16 Prof.Cond. #1-300 and Bus. & Prof. Code §6125; for failing to disclose to the Class that they
17 would be acting incompetently in violation of Cal.Bar Rules of Prof.Cond. 3-110 through failing
18 to avoid conflicts of interest by taking a refundable flat fee from the class with no intention to
19 fully perform under the retainer in violation of Cal.Bar Rules of Prof.Cond. 3-300; and failing to
20 disclose to the Class that they had formed and continued to operate law firms and law
21 partnerships with nonlawyers having a financial interest in the ownership of said lay firms and
22 law partnerships in violation of Cal.Bar Rules of Prof.Cond. #1-310.

23 40. Defendant failed to disclose this imperative and mandatory information to the Class with
24 intent to deceive them and to make excessive and underserved profits in pecuniary gain; all
25 against the best interests of the Class.
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1 41. The Class relied upon their trust of Defendants through the fiduciary relationship of the
2 highest nature as their attorneys, and its undivided loyalty requirement, and did so to their
3 detriment.

4 42. The Class has been harmed by Defendants' breach of fiduciary duty of undivided loyalty,
5 and have been harmed and suffered pecuniary damages in an amount to be determined at trial.

6 43. Because Defendants' action constituted breaches of fiduciary duty owed to the Class and
7 constructive fraud, the Class is entitled to full reimbursement of all legal fees paid to Defendants.
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9 6.

10 UNFAIR, ILLEGAL AND FRAUDULENT BUSINESS PRACTICES IN VIOLATION OF
11 BUS. AND PROF. CODE SEC. 17200, et seq.

12 44. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
13 individually.

14 45. Defendants operate and are engaged as attorneys at law in the business of practicing law.

15 46. Defendants business practices of violating Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &
16 Prof. Code §6125; Cal.Bar Rules of Prof.Cond. 3-110, Cal.Bar Rules of Prof.Cond. 3-300; and
17 Cal.Bar Rules of Prof.Cond. #1-310 are unfair in that they violate public policy .

18 47. Defendants business practices of violating Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &
19 Prof. Code §6125; Cal.Bar Rules of Prof.Cond. 3-110, Cal.Bar Rules of Prof.Cond. 3-300; and
20 Cal.Bar Rules of Prof.Cond. #1-310 are illegal in that they violated these ethics rules and
21 statutes,
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23 48. Defendants business practices of violating Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &
24 Prof. Code §6125; Cal.Bar Rules of Prof.Cond. 3-110, Cal.Bar Rules of Prof.Cond. 3-300; and
25 Cal.Bar Rules of Prof.Cond. #1-310 are fraudulent in that they tend to mislead the general
26 public.

27 49. The Class actually relied on the Defendants to be acting ethically and honestly in the
28 business of the practicing of law.

1 50. The Class has suffered an actual pecuniary injury as a result of Defendants unfair, illegal
2 and fraudulent business practices.

3 51. The Class seeks restitution for all pecuniary amounts that they have paid to Defendants.

4 52. Because Defendants' action constituted breaches of fiduciary duty owed to the Class, the
5 Class is entitled to full reimbursement of all legal fees paid to Defendants.

6 53. The Class seeks injunctive relief to prohibit Defendant's unfair, illegal and fraudulent
7 business practices from ever occurring again.

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9 CLASS ACTION ALLEGATIONS

10 54. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth
11 individually.

12 55. The Class will be well-formed, and consists of members of at least 100 persons.

13 56. The Class has a common issues of law and fact for injuries suffered as a result of
14 Defendants' violations of Cal.Bar Rules of Prof.Cond. #1-300 and Bus. & Prof. Code §6125;
15 Cal.Bar Rules of Prof.Cond. 3-110, Cal.Bar Rules of Prof.Cond. 3-300; and Cal.Bar Rules of
16 Prof.Cond. #1-310.

17 57. Class representative Byron Ramirez has claims or defenses that are typical of the Class.

18 58. Class representative Byron Ramirez can adequately represent the Class.

19 59. The Class will be bound by Cal. Rules of Court 3.760–3.771

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21 JUSTIFICATION FOR PUNITIVE/EXEMPLARY DAMAGES

22 60. Because the Defendants' conduct as described hereinabove was fraudulent and oppressive,
23 The Class are entitled to an award of punitive damages pursuant to Code Civ.Proc. § 3294.
24 Specifically, Defendants' egregious, despicable and outrageous conduct of multiple breached of
25 ethics rules and the fiduciary duties owed to the class is worthy of a punitive damages award.

26 61. Shawn Matian is the managing agent for Defendants, making all decisions on its behalf, and
27 directing and carrying out its customs, policies and practices.

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3 PRAYER FOR RELIEF

4 WHEREFORE, Plaintiff prays for damages against Defendants and each of them, as
5 follows:

- 6 1. For a money judgment representing compensatory damages including back pay, front
7 pay, wages, earnings, retirement benefits, and other employee benefits, and all other sums
8 of money, together with interest on these amounts, according to proof;
- 9 2. For a money judgment for mental pain and anguish and emotional distress, according to
10 proof;
- 11 3. For consequential damages, according to proof;
- 12 4. For special damages according to proof;
- 13 5. For punitive damages pursuant to Civ. Code § 3294, according to proof;
- 14 6. For costs and expenses of suit incurred herein pursuant to Code Civ.Proc. § 1032;
- 15 7. For pre and post-judgment interest on the sum of damages awarded as allowed by law;
- 16 8. For attorneys' fees and costs pursuant Code Civ.Proc. § 1021.5 for the public benefit;
- 17 9. For statutory awards as permitted by law;
- 18 10. For restitution of money owed to the Class, including a recoupment of all attorney's fees
19 paid by the Class to Defendants.
- 20 11. For injunctive relief from Defendant's unfair, illegal and fraudulent business practices;
21 and
- 22 12. Such further legal and equitable relief as this Court may deem just and proper.

23 DEMAND FOR JURY TRIAL

24 The Class hereby demands a trial by jury on all of the above causes of action to which there
25 is an entitlement to a jury trial under the California and United States Constitutions.

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27 Date:

Respectfully submitted,

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THE OKOROCHA FIRM

By:

OKORIE OKOROCHA
Attorneys for Plaintiff