

**SUMMONS  
(CITACION JUDICIAL)**

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

**NOTICE TO DEFENDANT:  
(AVISO AL DEMANDADO):**

MOADDEL LAW FIRM, APC, DANIEL MOADDEL, an individual;  
and DOES 1 through 100, Inclusive, Defendants

**YOU ARE BEING SUED BY PLAINTIFF:  
(LO ESTÁ DEMANDANDO EL DEMANDANTE):**

DAVID RAMIREZ, an individual; LAURA RUIZ, an individual and  
others similarly situated, Plaintiffs

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUN 22 2018

Sherrri H. Carter, Executive Officer/Clerk  
By: M. Soto, Deputy

**NOTICE!** You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Los Angeles Superior Court  
312 N Spring St, Los Angeles, CA 90012

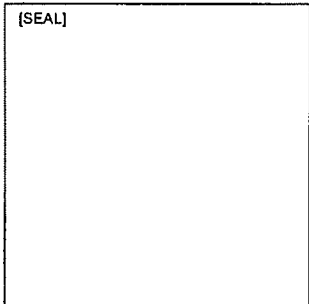
CASE NUMBER:  
(Número del Caso): **BC709649**

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:  
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):  
Okorie Okorochoa, The Okorochoa Firm 117 E. Colorado Blvd. Ste 465, Pasadena, CA 91105 P: (310) 497-0321

DATE: JUN 22 2018  
(Fecha) SHERRI R. CARTER Clerk, by M. Soto, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)  
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

- NOTICE TO THE PERSON SERVED:** You are served
1.  as an individual defendant.
2.  as the person sued under the fictitious name of (specify):
3.  on behalf of (specify):
- under:  CCP 416.10 (corporation)  CCP 416.60 (minor)
- CCP 416.20 (defunct corporation)  CCP 416.70 (conservatee)
- CCP 416.40 (association or partnership)  CCP 416.90 (authorized person)
- other (specify):
4.  by personal delivery on (date):



1 OKORIE OKOROCHA (SBN 226658)  
2 THE OKOROCHA FIRM  
3 117 E. Colorado Blvd. Suite 465  
4 Pasadena, CA 91105  
5 Email: OO@OOESQ.COM  
6 Tel: (310) 497-0321

7 Attorney for the Plaintiffs and Class

CONFORMED COPY  
ORIGINAL FILED  
Superior Court of California  
County of Los Angeles

JUN 22 2018

Sherril N. Wilson, Clerk/Judge/Clerk  
By: *M. Solo*, Deputy  
Moses Solo

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

10 DAVID RAMIREZ, an individual; LAURA  
11 RUIZ, an individual and others similarly  
12 situated,

13 Plaintiffs,

14 vs.

15 MOADDEL LAW FIRM, APC, DANIEL  
16 MOADDEL, an individual; and DOES 1  
17 through 100, Inclusive,

18 Defendants.

19 CASE NO. **BC 709649**

20 UNLIMITED JURISDICTION DAMAGES  
21 SOUGHT OVER \$25,000.00

22 COMPLAINT FOR DAMAGES,  
23 INJUNCTIVE RELIEF AND RESTITUTION

24 1. LEGAL MALPRACTICE-BREACH  
25 OF FIDUCIARY DUTY THEORY FOR  
26 VIOLATION OF CAL.BAR RULES  
27 PROF.COND. #1-300 AND BUS &  
28 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

**By Fax**

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. DAVID RAMIREZ (hereinafter referred to as “Ramirez”) and LAURA RUIZ  
 27 (hereinafter referred to as “Ruiz”) are individuals (and are collectively referred to as “class  
 28 representatives.” Ramirez, Ruiz 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. Both Ramirez and Ruiz, were lied to, cheated and scammed by Moadell Law

1 Firm.

2 4. Class Representatives, based upon that information and belief alleges, that Defendant  
3 Moaddel Law Firm is a Professional Corporation, (hereinafter referred to as “MLF”) was, at  
4 all relevant times mentioned herein, was located at Moaddel Law Firm, APC, and is located  
5 at 3435 Wilshire Blvd Suite 2430, Los Angeles, CA 90010 in the County of Los Angeles,  
6 State of California. MLF is involved in fraud, legal  
7 malpractice and preying on Latinos. The firm is a criminal enterprise disguised as a law  
8 firm and is dedicated to committing fraud, preying on the Latino community, using non-  
9 lawyers to decide everything about thousands of cases, using non-lawyers on a sales team,  
10 that are paid commission for overtly lying to clients and do anything at all to sign up clients,  
11 such as Class Representatives, commits wholesale deception and fraud, to pocket millions of  
12 dollars.

13 5. DANIEL MOADDEL, “hereinafter referred to as (“DM”) is an individual and is the  
14 mastermind of the criminal enterprise, who supervises the criminal activities and a  
15 principal with MLF. DM is dedicated to committing fraud, praying on the Latino  
16 community, using non-lawyers to decide everything about thousands of cases. This includes  
17 using non-lawyers on a sales team that are paid commission for overtly lying to clients to  
18 secure the sign up of clients, such as Class Representatives, and commits wholesale  
19 deception and fraud to pocket millions of dollars.

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

27 7. Does 1 through 100, are members of the conspiracy to prey on the Latino  
28 community, who are at this time unknown. Plaintiff identifies those co-conspirators so

1 designated, as the “sales team”, who are predominantly non-lawyers that purposely lie every  
2 time they speak with a client and gives the clients a legal opinion, and lie to clients as to  
3 what can be done in their case. Legal assistants, secretaries, receptionists, the “manager of  
4 the firm” [who is a non-lawyer, and quarterbackes the stealing that takes place], are all  
5 understood to be the main actors in the fraud.

6 8. The Plaintiff does not know the true names of the Doe Defendants 1 through 100, and  
7 thus sues them by such fictitious names. The Plaintiff will amend the complaint when he learns  
8 the true names and capacities of said doe defendants when ascertained. MLF and DM are  
9 altogether (“Defendants”).

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

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

19 11. Each act was done with malice, oppression, and was despicable conduct entitling Plaintiff  
20 to punitive and exemplary damages.

21  
22 FACTUAL BACKGROUND

23 12. About 11 months ago, all Defendants were all hired by Class Representatives. Class  
24 Representatives did NOT have any relief that is meritorious to try to obtain from a court.  
25 As is the protocol at MLF, Class Representatives were told anything to sign them up.

26  
27 CAUSES OF ACTION/REMEDIES

28 1.

1     LEGAL MALPRACTICE-BREACH OF FIDUCIARY DUTY THEORY FOR VIOLATION  
2     OF CAL.BAR RULES PROF.COND. #1-300 AND BUS & PROF.CODE §6125, AIDING THE  
3     UNAUTHORIZED PRACTICE OF LAW FOR ALLOWING UNSUPERVISED  
4     NONLAWYERS TO PRACTICE LAW WITHOUT A LICENSE  
5     (Against All Defendants)

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

8     14.     Defendants pretend to be a “law firm”, but hires mostly non-lawyers to do all legal work.  
9     DM and MLF that act in the capacity as fiduciaries of the highest nature to the Class. Defendants  
10    and the Class were engaged in a fiduciary relationship of the highest nature.

11    15.     Defendants owed the Class a fiduciary duty of undivided loyalty to only represent them  
12    in legal actions with the authorized work directed and supervised by members of the California  
13    State Bar in good standing, and that only certified paralegals as defined under Bus. & Prof. Code  
14    §6450(a) could perform said legal work under the supervision of said practicing lawyers who  
15    take full responsibility for work delegated to them by members of the California State Bar.

16    16.     Defendants breached their fiduciary duty owed to the Class by allowing nonlawyers who  
17    are not certified paralegals as defined by Bus. & Prof. Code §6450(a), and are not supervised by  
18    members of the California State Bar, to perform legal work, to give legal advice, and to arrange  
19    for the Class members to become clients of the Defendants and accept their agreed to retainer  
20    legal fees as proscribed by Bus. & Prof. Code §6450(a). These actions constitute the aiding of  
21    the unauthorized practice of law in violation of Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &  
22    Prof. Code §6125.

23    17.     The Class has been harmed by Defendants’ breach of fiduciary duty of undivided loyalty,  
24    have been harmed and suffered pecuniary injury and damages in an amount to be determined at  
25    trial.

26    18.     Because Defendants’ action constituted breaches of fiduciary duty owed to the Class, the  
27    Class is entitled to full reimbursement of all legal fees paid to Defendants.  
28

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  
(AGAINST ALL DEFENDANTS)

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

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

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

22. Defendants breached their fiduciary duty of undivided loyalty owed to the Class by 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 and giving legal advice, and allowing them to accept clients and decide on legal fees; all without the legal supervision and accepting of responsibility of the work for these nonlawyers.

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

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

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 FROM THE CLASS WITH NO INTENTION TO FULLY PERFORM UNDER THE RETAINER

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

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

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

28. Defendants breached their fiduciary duty of undivided loyalty owed to the Class. Defendants quote the Class legal fee amounts for a set level of legal work and advise them that 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 doing so, Defendant are engaging on an egregious actual conflict of interest for carrying out their own pecuniary interest of performing as little legal work as possible and pocketing the fully refundable legal fees; all acts and omissions constituting intentional failing by Defendants to act competently in violation of Cal.Bar Rules of Prof.Cond. #3-300.

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

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



1  
2 4.

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

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

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

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

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

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

20 36. Because Defendants' action constituted breaches of fiduciary duty owed to the Class, the  
21 Class is entitled to full reimbursement of all legal fees paid to Defendants.  
22

23 5.

24 CONSTRUCTIVE FRAUD, § 1573  
25 (AGANST ALL DEFENDANTS)

26 37. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth  
27 individually.  
28

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

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

15 40. Defendant failed to disclose this imperative and mandatory information to the Class with  
16 intent to deceive them and to make excessive and underserved profits in pecuniary gain; all  
17 against the best interests of the Class.

18 41. The Class relied upon their trust of Defendants through the fiduciary relationship of the  
19 highest nature as their attorneys, and its undivided loyalty requirement, and did so to their  
20 detriment.

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

23 43. Because Defendants' action constituted breaches of fiduciary duty owed to the Class and  
24 constructive fraud, the Class is entitled to full reimbursement of all legal fees paid to Defendants.  
25  
26

27 6.

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

1  
2 44. The Class realleges all facts as stated in foregoing paragraphs, inclusive, as if set forth  
3 individually.

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

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

8 47. Defendants business practices of violating Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &  
9 Prof. Code §6125; Cal.Bar Rules of Prof.Cond. 3-110, Cal.Bar Rules of Prof.Cond. 3-300; and  
10 Cal.Bar Rules of Prof.Cond. #1-310 are illegal in that they violated these ethics rules and  
11 statutes,

12 48. Defendants business practices of violating Cal.Bar Rules of Prof.Cond. #1-300 and Bus. &  
13 Prof. Code §6125; Cal.Bar Rules of Prof.Cond. 3-110, Cal.Bar Rules of Prof.Cond. 3-300; and  
14 Cal.Bar Rules of Prof.Cond. #1-310 are fraudulent in that they tend to mislead the general  
15 public.

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

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

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

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

23 53. The Class seeks injunctive relief to prohibit Defendant's unfair, illegal and fraudulent  
24 business practices from ever occurring again.  
25  
26

27 CLASS ACTION ALLEGATIONS  
28

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

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

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

8 57. Class representative DAVID RAMIREZ has claims or defenses that are typical of the  
9 Class.

10 58. Class representative DAVID RAMIREZ can adequately represent the Class.

11 59. The Class will be bound by Cal. Rules of Court 3.760–3.771  
12

13 JUSTIFICATION FOR PUNITIVE/EXEMPLARY DAMAGES

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

18 61. DANIEL MOADDEL is the managing agent for Defendants, making all decisions on its  
19 behalf, and directing and carrying out its customs, policies and practices.  
20  
21  
22

23 PRAYER FOR RELIEF

24 WHEREFORE, Plaintiff prays for damages against Defendants and each of them, as  
25 follows:

26 1. For a money judgment representing compensatory damages including back pay, front  
27 pay, wages, earnings, retirement benefits, and other employee benefits, and all other sums  
28 of money, together with interest on these amounts, according to proof;

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

15 **DEMAND FOR JURY TRIAL**

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

18  
19 Date:

Respectfully submitted,

20  
21 THE OKOROCHA FIRM

22 By:

23 OKORIE OKOROCHA  
24 Attorneys for Plaintiff  
25  
26  
27  
28