

1 COMPLAINT

2

3 **To: Los Angeles Ethics Commission**

4 **Complainant: Paul O. Paradis**

5 **Date: January 18, 2022**

6 **Re: Complaint Alleging Violations of California State**
7 **Law, the California Rules of Professional Conduct**
8 **and Los Angeles City Ethics Code By Senior Ranking**
9 **Los Angeles City Officials In The Discharge of Their Official Duties**

10 INTRODUCTION

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

16 2. This Complaint is filed with the Los Angeles City Ethics Commission (“Ethics
17 Commission”) to respectfully request that the Ethics Commission conduct an investigation of the
18 conduct alleged herein that was engaged in by the following individuals: (i) Michael N. Feuer, Los
19 Angeles City Attorney (“Feuer”); (ii) Leela Kapur, Chief of Staff to the Los Angeles City
20 Attorney (“Kapur”); (iii) James P. Clark, former Los Angeles Chief Deputy City Attorney
21 (“Clark”); (iv) Thomas H. Peters, former Chief Assistant City Attorney (“Peters”); (v) Joseph
22 Brajevich, General Counsel of the Los Angeles Department of Water and Power (“Brajevich”);
23 (vi) Richard Tom, Assistant General Counsel of the Los Angeles Department of Water and Power
24 (“Tom”); (vii) Deborah Dorny, Deputy Los Angeles City Attorney (“Dorny”); (viii) Meldon
25 Levine, Of Counsel to Gibson, Dunn & Crutcher LLP and former President of the Board of
26 Commissioners of the Los Angeles Department of Water and Power; and (ix) Maribeth Annaguy,
27 Partner at the law firm of *Browne George Ross O’Brien Annaguy & Ellis LLP* (“Annaguy” and
28 “Browne George”), respectively.

1 3. Among other things, Complainant alleges that the aforementioned individuals
2 violated, or aided and abetted violations of:

3 i. California Rule of Professional Conduct 1.7 by causing the City of Los
4 Angeles to sue a “current client” of Gibson Dunn, namely PricewaterhouseCoopers, LLP
5 (“PwC”);

6 ii. Cal. Bus. and Prof. Code § 6068, California Rule of Professional Conduct
7 3-100 and Section IV of the City Ethics Code by intentionally disclosing the City’s attorney-client
8 privileged information and attorney work product to Gibson Dunn, PwC’s defense counsel; and

9 iii. California Government Code Sections 54950-54963 (the “*Brown Act*”), and
10 interfered with government administration and official LADWP Board action and falsified official
11 public records of the City of Los Angeles to prevent their illegal conduct from being discovered.

12 4. On December 13, 2021, the Los Angeles Board of Water and Power
13 Commissioners voted unanimously to terminate both the Los Angeles City Attorney’s Office
14 (“City Attorney’s Office”) and the law firm of *Browne George Ross O’Brien Annaguey & Ellis*
15 *LLP* as counsel for the Los Angeles Department of Water and Power (“LADWP”) in a class action
16 captioned, *Jones v. City of Los Angeles, et al.*, Lead Case No.: BC577267 [Related Cases Nos.
17 BC536272, BC565618, BC568722, BC571664, BC594049, BC574690] (collectively hereinafter
18 the “*Jones Action*”) and several other related litigation matters.

19 5. The City Attorney’s Office and Browne George were terminated as counsel to the
20 LADWP based on the fact that five members of the City Attorney’s Office and Maribeth
21 Annaguey, a named partner of Browne George, were found by Special Master Edward Robbins
22 (“Special Master Robbins”), to have engaged in misconduct in the *Jones Action* that constitutes
23 misdemeanor crimes under California law and violations of the California Rules of Professional
24 Conduct, which governs the conduct of attorneys.

25 6. After considering Special Master Robbins’ findings and conferring with counsel,
26 the five member LADWP Board of Commissioners determined that both the City Attorney’s
27 Office and Browne George firm were unable to continue to represent the LADWP because of
28 conflicts that had arisen as a result of the misconduct engaged in by these six attorneys and that

1 any further representation of the LADWP by the City Attorney's Office and Browne George firm,
2 would likely violate Rule 1.7 of the California Rules of Professional Conduct. The facts set forth
3 in this Complaint confirm the LADWP Board's beliefs and demonstrate that the City Attorney's
4 Office and Browne George are highly conflicted and therefore unfit and unable to continue their
5 representation of the City of Los Angeles.

6 7. Despite having been terminated as counsel for the LADWP in all matters involving
7 the LADWP, a proprietary Department of the City, however, both the City Attorney's Office and
8 Browne George continue to represent the City of Los Angeles, itself, in other matters including a
9 personal bankruptcy matter involving Complainant that is captioned *In re Paul Oliva Paradis*, 20-
10 bk-06724-PS ("Paradis Bankruptcy") and another bankruptcy matter captioned *In re Ardent Cyber*
11 *Solutions, LLC*, 20-bk-06722-PS ("Ardent Bankruptcy"), both of which are pending in the United
12 States Bankruptcy Court for the District of Arizona. The conflicts, which render these attorneys
13 incapable of representing the LADWP, similarly render these same attorneys incapable of
14 representing the City of Los Angeles in both the Paradis Bankruptcy and Ardent Bankruptcy.

15 8. Additionally, Complainant is aware that these attorneys and others from the City
16 Attorney's Office, Browne George firm Partner Maribeth Annaguey, and other senior ranking Los
17 Angeles City Officials, including City Attorney Mike Feuer himself, engaged in conduct that
18 violated California law, the California Code of Professional Conduct and the Los Angeles City
19 Ethics Code and that was not known to, or investigated by, Special Master Robbins.

20 9. Because these wrongful activities have not yet been publicly disclosed or
21 investigated by Special Master Robbins, Complainant is filing this Complaint with the Los
22 Angeles City Ethics Commission to inform the Ethics Commission of these wrongful activities
23 and requesting that the Ethics Commission conduct an investigation into this misconduct.
24 Complainant strongly believes that the results of such an investigation will further demonstrate
25 that both the City Attorney's Office and Browne George firm are irreconcilably conflicted and,
26 therefore, incapable of continuing to represent the City of Los Angeles in both the Paradis
27 Bankruptcy and Ardent Bankruptcy.

28

1 STATEMENT OF FACTS

2 **PwC's Disastrous Implementation of the**
3 **LADWP's New Customer Care & Billing System**

4 10. In 2010, PricewaterhouseCoopers, LLP ("PwC") was retained by the City of Los
5 Angeles to develop and implement a new customer care and billing system ("CC&B System") for
6 the Los Angeles Department of Water and Power, which is the largest municipal utility in the
7 United States.

8 11. As widely publicly reported, PwC's disastrous implementation of the CC&B
9 System for the LADWP went "live" in September 2013 and resulted in an overwhelming number
10 of delayed, inconsistent and inaccurate bills, extremely negative press coverage and, ultimately,
11 rate payer class action lawsuits being filed against the City and the LADWP.

12 12. In addition to being sued by a number of ratepayers, the City and the LADWP
13 initiated its own lawsuit against PwC, the billing system implementer, on March 6, 2015 (the
14 "*PwC Action*"). The class actions and the *PwC Action* were assigned to Los Angeles County
15 Superior Court Judge Elihu Berle.

16 13. During the course of these lawsuits, PwC made numerous allegations about the
17 propriety of the *PwC Action* and the filing of certain of the class actions.

18 **Los Angeles County Superior Court Judge**
19 **Elihu Berle Appoints Special Master Edward**
20 **M. Robbins, Jr. To Investigate Purported**
Wrongdoing In Jones v. City of Los Angeles, et al.

21 14. In response to the allegations levied by PwC concerning the *PwC Action* and the
22 class actions, Judge Berle appointed former Assistant United States Attorney Edward M. Robbins,
23 Jr. ("Robbins") as Special Master in the *Jones Action*. (Ex. 1). On appointing Robbins as Special
24 Master, Judge Berle ordered Robbins to conduct an investigation into a wide variety of purported
25 wrongdoing alleged to have occurred in connection with the prosecution and settlement of
26 ratepayer class actions, including the *Jones Action* and related matters. *Id.*

1 **Special Master Robbins Conducted**
2 **A Two Year Long Investigation and**
3 **Found That Five Ranking City Attorney**
4 **Personnel and a Named Partner of the**
5 **City’s Outside Counsel Repeatedly**
6 **Engaged In Criminal Conduct and Violated**
7 **Several Ethical Rules While Representing**
8 **the City in *Jones v. City of Los Angeles, et al.***

9 15. On July 13, 2021, Special Master Robbins filed a three volume, 595 page report
10 entitled, *Report on The Investigation Into Any Violations Surrounding The Case and Action of*
11 *Jones v. City of Los Angeles and Related Cases* (the “Special Master Report”). See Spcl. Mstr.
12 Report, <https://www.scribd.com/document/515640293/Special-Master-Report-DWP-cases>) (Ex.
13 2).

14 16. After conducting an extensive two year-long investigation, Special Master Robbins
15 found that, among other things:

- 16 (i) former Los Angeles Chief Deputy City Attorney James P. Clark (“Clark”);
- 17 (ii) former Chief Assistant City Attorney (Civil Litigation Branch) Thomas Peters (“Peters”);
- 18 (iii) Los Angeles Department of Water and Power Assistant General Counsel and
19 Deputy City Attorney Richard Tom (“Tom”);
- 20 (iv) Deputy City Attorney Eskel Solomon (“Solomon”); and
- 21 (v) Deputy City Attorney Deborah Dorny (“Dorny”)

22 repeatedly engaged in misdemeanor-level criminal conduct by violating several sections of the
23 Cal. Bus. & Prof. Code and “violated the ethical rules against dishonesty, deceit and collusion and
24 their ethical duties to the Court in violation of the Rules of Professional Conduct” in connection
25 with their actions and failures to act in the *Jones Action*. *Id.* at 11.

26 17. In particular, Special Master Robbins found that:

27 a. Clark violated:

- 28 • Cal. Bus. & Prof. Code § 6128 (Deceit or Collusion);
- Cal. Bus. & Prof. Code § 6106 (Dishonesty or Corruption);
- Cal. Bus. & Prof. Code § 6068(d) (Duty of Candor);
- Cal. Bus. & Prof. Code § 6068(B) (Duty of Respect);
- Cal. R. Prof. Conduct 3-210 (Advising Violation of Law); and
- Cal. R. Prof. Conduct 1-120 (Assisting Violations).

1 *Id.* at 105.

2 b. Peters violated:

- 3 • Cal. Bus. & Prof. Code § 6128 (Deceit or Collusion);
- 4 • Cal. Bus. & Prof. Code § 6106 (Dishonesty or Corruption);
- 5 • Cal. Bus. & Prof. Code § 6068(d) (Duty of Candor);
- 6 • Cal. Bus. & Prof. Code § 6068(B) (Duty of Respect);
- 7 • Cal. R. Prof. Conduct 3-210 (Advising Violation of Law); and
- 8 • Cal. R. Prof. Conduct 1-120 (Assisting Violations).

7 *Id.* at 105.

8 c. Tom violated:

- 9 • Cal. Bus. & Prof. Code § 6128 (Deceit or Collusion);
- 10 • Cal. Bus. & Prof. Code § 6106 (Dishonesty or Corruption);
- 11 • Cal. Bus. & Prof. Code § 6068(d) (Duty of Candor);
- 12 • Cal. Bus. & Prof. Code § 6068(B) (Duty of Respect);
- 13 • Cal. R. Prof. Conduct 3-210 (Advising Violation of Law); and
- 14 • Cal. R. Prof. Conduct 1-120 (Assisting Violations).

13 *Id.* at 105.

14 d. Solomon violated:

- 15 • Cal. Bus. & Prof. Code § 6128 (Deceit or Collusion);
- 16 • Cal. Bus. & Prof. Code § 6106 (Dishonesty or Corruption);
- 17 • Cal. Bus. & Prof. Code § 6068(d) (Duty of Candor);
- 18 • Cal. Bus. & Prof. Code § 6068(B) (Duty of Respect);
- 19 • Cal. R. Prof. Conduct 3-210 (Advising Violation of Law); and
- 20 • Cal. R. Prof. Conduct 1-120 (Assisting Violations).

19 *Id.* at 105.

20 e. Dorny violated:

- 21 • Cal. Bus. & Prof. Code § 6128 (Deceit or Collusion);
- 22 • Cal. Bus. & Prof. Code § 6106 (Dishonesty or Corruption);
- 23 • Cal. Bus. & Prof. Code § 6068(d) (Duty of Candor);
- 24 • Cal. Bus. & Prof. Code § 6068(B) (Duty of Respect);
- 25 • Cal. R. Prof. Conduct 3-210 (Advising Violation of Law); and
- 26 • Cal. R. Prof. Conduct 1-120 (Assisting Violations).

25 *Id.* at 105.

26 18. Special Master Robbins also found that, Maribeth Annaguey, one of the named
27 partners of the *Browne George Ross O'Brien Annaguey & Ellis LLP* firm, which is the law firm
28 retained as outside counsel to both the City of Los Angeles and the LADWP in the *Jones Action*,

1 knowingly provided false testimony during her June 5, 2019 deposition and violated the ethical
2 rules against dishonesty, deceit and collusion and violated her ethical duties to the Court in
3 violation of the Rules of Professional Conduct in connection with work she performed on behalf of
4 the City of Los Angeles and the LADWP in the *Jones Action*. *Id.* at 10-11. In particular, Robbins
5 found that Annaguey violated:

- 6
- 7 • Cal. Bus. & Prof. Code § 6128 (Deceit or Collusion);
- 8 • Cal. Bus. & Prof. Code § 6106 (Dishonesty or Corruption);
- 9 • Cal. Bus. & Prof. Code § 6068(d) (Duty of Candor);
- 10 • Cal. Bus. & Prof. Code § 6068(B) (Duty of Respect);
- 11 • Cal. R. Prof. Conduct 3-210 (Advising Violation of Law); and
- 12 • Cal. R. Prof. Conduct 1-120 (Assisting Violations).

13 *Id.* at 105.

14 **The LADWP Board of Commissioners**
15 **Votes To Terminate Representation of**
16 **the LADWP By Both The Los Angeles**
17 **City Attorney's Office and the Browne**
18 **George Firm Due To The Numerous**
19 **Instances of Misconduct Found By Special Master Robbins**

20 19. On December 13, 2021, the LADWP Board of Commissioners convened a Special
21 Meeting of the Board for the purpose of conducting a closed session meeting in order to participate
22 in a conference with legal counsel concerning a total of nine (9) litigation matters arising from, or
23 in some way related to, the *Jones Action*. (Ex. 3). During that Special LADWP Board Meeting,
24 the Board voted to seek the concurrence of the City Attorney's Office to terminate representation
25 of the LADWP by both the City Attorney's Office and the Browne George firm based on Special
26 Master Robbins having determined that five City Attorneys and one outside counsel engaged in the
27 wrongful conduct detailed above.

28 20. Following that closed session Board meeting, LADWP Commission President
Cynthia McClain-Hill ("McClain-Hill") wrote a letter addressed to Los Angeles City Attorney
Mike Feuer ("Feuer"). (Ex. 4).

1 21. Commissioner McClain-Hill’s December 13th letter to Feuer cited:

- 2
- 3 i. an ongoing federal “criminal inquiry into the actions of attorneys employed
- 4 and/or retained by your office to represent the LADWP in litigation arising
- 5 out of *Jones v. City of Los Angeles* and the related cases”;
- 6 ii. Rule 1.7 (b) of the California Rules of Professional Conduct which
- 7 “prohibit[s] a lawyer from representing a client if there is a significant risk
- 8 the lawyer’s representation of the client will be materially limited by the . . .
- 9 lawyer’s own interests, without informed written consent”; and
- 10 iii. “certain findings contained in the Special Master’s Report on “*The*
- Investigation Into Any Violations Surrounding The Case and Action of*
- Jones v. City of Los Angeles and Related Cases,*”

11 as reasons why McClain-Hill and the LADWP Board were seeking Feuer’s “concurrence in the

12 LADWP Board of Water and Power Commissioners’ determination that it now is imperative that

13 the LADWP be independently represented in all matters associated with the ongoing federal

14 investigation related to these events.” *Id.*

15 22. McClain-Hill also requested that “three City Attorneys currently working at

16 LADWP be reassigned and removed from all LADWP-related matters based on the information

17 detailed in the Special Master’s Report related to their actions” and that representation of the

18 LADWP by the Browne George Ross firm be terminated and that the firm be replaced “in all other

19 matters.” *Id.*

20 23. During the regularly scheduled LADWP Board meeting held on December 14,

21 2021, President McClain-Hill made clear why the LADWP Board had voted to terminate

22 representation of the LADWP by the Los Angeles City Attorney’s Office and the Browne George

23 firm and stated in relevant part:

24 It would be preferable if we could simply chalk this up to the acts of a few people

25 with ill intent. However, were we to leave it at that, we would be derelict in our

26 duty to not only address what has occurred, but to mitigate the potential for future

27 occurrence. Toward that end, ***it is imperative that we acknowledge significant***

28 ***failures as it relates to structures and systems that exist to protect this***

Department, to protect our ratepayers, from this kind of activity. In particular,

there has been a significant failure in oversight at the City Attorney’s Office,

both past and ongoing, as it relates to their representation of this Department.

There is no more polite way to say it.

1
2 *Yesterday, the Board of Commissioners, as a response to these matters,*
3 *authorized me to forward a letter to the City Attorney's Office, advising him, of*
4 *our determination that the Department requires independent representation*
5 *moving forward, in all matters related to the ongoing [criminal] investigation of*
6 *the Department, and in matters related to and arising out of the customer billing*
7 *system debacle. . . .*

8 See http://ladwp.granicus.com/MediaPlayer.php?view_id=2&clip_id=1853 from 4:40 to
9 7:32 (Emphasis added).

10 24. A recent *Los Angeles Times* article noted that “the DWP Board also moved last
11 month to retain its own independent attorneys, rather than rely on advice from the City Attorney’s
12 Office on issues surrounding the billing litigation,” and quoted LADWP Commissioner and Board
13 President McClain-Hill as stating, “*there could be advice that we received that could be motivated*
14 *by an interest in deflecting, diminishing or covering up previous bad acts We need to know*
15 *that our advice is not influenced by any of those motivations*” (Emphasis added).

16 **City Attorney Feuer Agrees To Allow the**
17 **LADWP To Terminate Representation of**
18 **the LADWP By Both the Los Angeles City**
19 **Attorney's Office and the Browne George Firm,**
20 **and Allows the LADWP To Retain Independent Counsel**

21 25. According to a published report that appeared in a publication entitled, *California*
22 *Energy Markets*, on or about Friday, December 17, 2021, City Attorney Feuer agreed to allow the
23 LADWP to:

- 24 i. terminate representation of the LADWP by the Los Angeles City Attorney’s
25 office;
- 26 ii. terminate representation of the LADWP by the Browne George Ross
27 firm;
- 28 iii. remove and reassign three City Attorneys currently working at LADWP
from all LADWP related matters; and
- iv. retain independent counsel to represent the LADWP.

(Ex. 5). See https://www.newsdata.com/california_energy_markets/bottom_lines/ladwp-board-requests-outside-counsel-in-complicated-legal-scandal/article_4c4af066-5f92-11ec-9667-e30578db9cdf.html. See also December 21, 2021 *Daily Journal* article entitled, “Changing

1 *lawyers is costly, DWP is warned.”*

2 **While These Attorneys Are No Longer**
3 **Representing the LADWP, The City Attorney**
4 **Has Improperly Continued To Allow These**
5 **Attorneys To Represent The City Against Complainant**

6 26. Despite the fact that LADWP Board President and the entire LADWP Board have
7 determined that the Los Angeles City Attorney’s Office and the Browne George firm are incapable
8 of representing the LADWP, a proprietary Department of the City, because of the wrongdoing five
9 City Attorneys and one outside counsel were found to have engaged in by Special Master Robbins,
10 City Attorney Feuer and LADWP General Counsel Brajevich have nevertheless continued to allow
11 the City Attorney’s office and the Browne George firm to represent the City, itself, in two
12 bankruptcy matters involving Complainant.

13 27. That Feuer and Brajevich have done so is particularly troubling and deserving of
14 investigation in light of the fact that the City Attorney’s office and the Browne George firm have
15 previously made numerous statements about Debtor in public and in court filings that have been
16 proven false. For example, the Special Master found that, *“despite the City’s public assertion that*
17 *Mr. Paradis and Mr. Kiesel, without the knowledge of anyone in the City, went “rogue” in*
18 *handing off the Jones v. City complaint, . . . the evidence supports a finding that the City*
19 *directed and assisted in the City suing itself with a sham lawsuit.”* (Ex. 2 at 6-7.) (Emphasis
20 added).

21 28. In addition, on March 14, 2019, Complainant’s counsel spoke at length
22 telephonically with Browne George Partners Maribeth Annaguey and Eric George and provided
23 both of them with a number of emails and documents that clearly demonstrate that Kiesel and
24 Complainant were not “rogue actors” and the acts undertaken by Kiesel and Complainant on behalf
25 of the City in connection with both the *Jones Action* and the *PwC Action* were undertaken at the
26 direction of, and with the knowledge and consent of the City Attorney’s Office, and that both
27 Levine and Clark, the mastermind behind the *PwC Action*, suffered from inherent conflicts due to
28 their continuing financial interests in the Gibson Dunn firm. Despite having actual knowledge of
the falsity of the City’s “rogue actor” allegations involving Complainant and Kiesel, neither
Annaguey nor George informed Judge Berle or Special Master Robbins of these facts. Rather,

1 both Browne George partners wrongly continued to perpetrate the “rogue actor” lie and violated
2 Cal. Bus. & Prof. Code § 6068(d) by knowingly and intentionally misleading Judge Berle by
3 making these false statements and Cal. R. Prof. Conduct 1-120 by knowingly assisting the City
4 Attorney’s Office in violating the California State Bar Act.

5 29. Accordingly, Complainant requests that the Ethics Commission conduct an
6 investigation to determine whether the conduct detailed herein did, in fact, violate, among other
7 things, the Los Angeles City Ethics Code and whether such conduct renders the Los Angeles City
8 Attorney’s Office and/or the Browne George law firm incapable of continuing to represent the City
9 of Los Angeles in numerous matters, including, but not limited to, the two bankruptcy matters
10 pending in the United States Bankruptcy Court for the District of Arizona involving Complainant.

11
12 **Previously Undisclosed Violations**
13 **of California Law, the California Code**
14 **of Professional Conduct and the Los**
15 **Angeles City Ethics Code By Senior**
16 **Ranking Los Angeles City Officials That Were**
17 **Not Investigated By Special Master Robbins**
18 **Require Investigation by the Ethics Commission**

19 30. Complainant also has knowledge of additional extremely serious wrongdoing by
20 senior ranking City officials that was not known to, or investigated by, Special Master Robbins.
21 This previously undisclosed wrongdoing further demonstrates that the City, including its attorneys,
22 have engaged in a wide variety of illegal and unethical conduct during the pendency of the *Jones*
23 *Action* and *PwC Action*. This unethical conduct, which is detailed below, warrants investigation
24 by the Ethics Commission and the California State Bar.

25 **I. Gibson Dunn & Crutcher LLP Attorney**
26 **Meldon Levine Violated California Rule of**
27 **Professional Conduct 1.7 By Voting To Approve The Filing**
28 **Of The City of Los Angeles and LADWP’s Law Suit Against**
A “Current Client” of Gibson Dunn -- Namely PricewaterhouseCoopers LLP

31 31. As explained above, on March 6, 2015, the City, by and through the LADWP, filed
32 a lawsuit against PwC, asserting breach of contract and fraudulent inducement claims arising out
33 of the botched CC&B system implementation for the LADWP. The *PwC Action* was captioned,
34 *City of Los Angeles v. PricewaterhouseCoopers, LLP*, BC574690 and was ultimately assigned to

1 Judge Berle. The City retained attorneys Paul Kiesel (“Kiesel”) and Complainant as “Special
2 Counsel” to prosecute the *PwC Action* on behalf of the City.

3 32. The City’s lawsuit, which named PwC as the sole defendant, was conceived of by
4 Los Angeles Chief Deputy City Attorney James P. Clark. Prior to working as the Los Angeles
5 Chief Deputy City Attorney, Clark was a Partner and thirty-six year veteran of the litigation
6 department at Gibson, Dunn & Crutcher LLP (“Gibson Dunn”). During Clark’s tenure as the Los
7 Angeles Chief Deputy City Attorney, in addition to receiving his salary from the City of Los
8 Angeles, Clark also regularly received retirement pension benefit payments from Gibson Dunn and
9 therefore had a continuing financial interest in Gibson Dunn at all times relevant hereto.

10 33. As the Los Angeles Chief Deputy City Attorney, Clark was a Los Angeles City
11 official because he was required to file statements of economic interests for his position with the
12 City. (Ex. 6 at 2). See [https://ethics.lacity.org/wp-content/uploads/2019/01/City-Officials-
13 Handbook-2019-with-Cover-1.pdf](https://ethics.lacity.org/wp-content/uploads/2019/01/City-Officials-Handbook-2019-with-Cover-1.pdf).

14 34. As a Los Angeles City official, Clark was subject to the requirements imposed on
15 Los Angeles City officials under the City of Los Angeles Code of Ethics (“Code of Ethics”),
16 including, in particular, Section I which states in relevant part, “*persons in the public service shall*
17 *not engage in nor shall they have any interest, direct or indirect, in any . . . transaction . . .*
18 *which is in substantial conflict with the proper discharge of their official duties in the public*
19 *interest*” (Ex. 7). (Emphasis added). See [https://ethics.lacity.org/wp-
20 content/uploads/2017/10/CityCodeofEthics.pdf](https://ethics.lacity.org/wp-content/uploads/2017/10/CityCodeofEthics.pdf).

21 35. As an attorney licensed to practice law in the State of California, Clark was, at all
22 times relevant hereto, required to comply with the California Rules of Professional Conduct,
23 including, in particular, Rule 1.7 governing conflicts of interest. (Ex. 8 at 12). See
24 <https://www.calbar.ca.gov/Portals/0/documents/rules/Rules-of-Professional-Conduct.pdf>.

25 36. From September 2013 through summer 2020, retired United States Congressman
26 Meldon Levine (“Levine”) served as the President of the Los Angeles Board of Water and Power
27 Commissioners and was, therefore, a Los Angeles City official because he was required to file
28 statements of economic interests for his position with the City. (Ex. 6 at 2). See

1 <https://ethics.lacity.org/wp-content/uploads/2019/01/City-Officials-Handbook-2019-with-Cover->
2 [1.pdf](#). As a Los Angeles City official, Levine was also subject to the requirements imposed on Los
3 Angeles City officials under the City Code of Ethics. (Ex. 7).

4 37. At all times relevant hereto, Levine also was an employee of Gibson Dunn, serving
5 as “Of Counsel” to the firm. At all times relevant hereto, Levine was also a retired Gibson Dunn
6 Partner as a result of having reached the mandatory retirement age for Partners of the firm who
7 then continued to work for Gibson Dunn as “Of Counsel” following his retirement as a Partner of
8 the firm. In addition to regularly receiving retirement pension benefit payments from Gibson
9 Dunn, Levine also received W-2 wages from Gibson Dunn at all times relevant hereto for serving
10 in an “Of Counsel” capacity to the firm. As a result of receiving these various payments, Levine
11 had a continuing financial interest in Gibson Dunn at all times relevant hereto. (Ex. 9).

12 38. As an attorney licensed to practice law in the State of California, Levine was, at all
13 times relevant hereto, also required to comply with the California Rules of Professional Conduct,
14 including, in particular, Rule 1.7 governing conflicts of interest, which even applies to attorneys
15 not working in a professional, representative capacity. (Ex. 8 at 12). See
16 <https://www.calbar.ca.gov/Portals/0/documents/rules/Rules-of-Professional-Conduct.pdf>.

17 39. In relevant part, California Rule of Professional Conduct 1.7 states that a “conflict
18 of interest” exists when an attorney, without informed written consent, represents a client whose
19 interests are “directly adverse” to another client in the same matter.

20 40. At all times relevant hereto, PwC was a “current client” of Gibson Dunn. This fact
21 is confirmed by a review of the docket sheet in a matter entitled, *Laurent v.*
22 *PricewaterhouseCoopers LLP et al.*, 06-cv-02280-JPO filed in the United States District Court for
23 the Southern District of New York. (Ex. 10). According to this docket sheet, PwC became
24 “current client” of the Gibson Dunn firm at least as early as March 23, 2006 and continuously
25 remained a “current client” of the Gibson Dunn firm through at least 2021. *Id.*

26 41. According to a June 21, 2016 *Recusal Review Memorandum* authored by Nathan
27 Hardy, Director of Policy for the Los Angeles City Ethics Commission,

28

1 ***Because President Levine’s law firm [Gibson Dunn] may occasionally represent***
2 ***clients with interests adverse to the City, the City Attorney’s office has stated that***
3 ***it would advise President Levine to recuse himself from all discussions and***
 deliberations regarding matters directly involving or affecting current clients of
 his firm

4 (Ex. 9 at 2.) (Emphasis added).

5 42. During the period January through April 23, 2015, Levine and Clark knowingly
6 violated California Rule of Professional Conduct 1.7 and the City’s Code of Ethics by conceiving
7 of, engineering, instigating and commencing the City of Los Angeles’ lawsuit against PwC –
8 which was a “current client” of the Gibson Dunn firm at the time Levine and Clark did so.

9 43. By doing so without informing PwC that Levine and Clark had been the originators
10 and architects of the City’s lawsuit against PwC and without obtaining PwC’s informed written
11 consent, Gibson Dunn, Levine and Clark each violated, and/or aided and abetted Levine in
12 violating, California Rule of Professional Conduct 1.7 and the City’s Code of Ethics.

13 44. The fact that Levine and Clark were the originators and architects of the City’s
14 lawsuit against PwC is also well documented in a series of emails, including a:

15 a. January 22, 2015 email authored by Chief Assistant City Attorney Peters
16 that was sent to Deputy Los Angeles City Attorney Solomon (“Solomon”) which states in relevant
17 part, “Gary, Jim and I spoke about the affirmative litigation the outside firm proposes to bring
18 [against PwC]. ***[Gary and Jim] would like to schedule a meeting to discuss it at the very earliest***
19 ***opportunity, and would like you, Marcie, Mel and Richard Tom and or [Richard] Brown to be***
20 ***involved***” (Ex. 11). (Emphasis added);

21 b. January 23, 2015, email from Peters to Deputy City Attorney Solomon
22 asking Solomon, “***Can we get an audience with Mel, too? Marcie as well?***” (Ex. 12). (Emphasis
23 added);

24 c. January 23, 2015 email from LADWP Assistant General Counsel Richard
25 Tom (“Tom”) to Peters stating in relevant part, “***Thom, Your assistant just scheduled us to meet***
26 ***at 3 pm. We can discuss then how and when to engage Marcie, Mel and the board in the***
27 ***discussion to get their direction and approval.***” (Ex. 13). (Emphasis added);
28

1 d. January 26, 2015 email authored by Chief Deputy City Attorney Clark sent
2 to Special Counsel Paul Kiesel stating:

3 Paul –

4
5 *I have been working on this all weekend, and just haven't been able to connect*
6 *with Mel. I am 100% sure that he'll be fine with it -- and Mike [Feuer] is*
7 *completely on board -- but I just want Mel's sign off.* He's in his G, D&C office
8 today, and we've traded calls. I'm confident that this will get resolved in the next
9 few hours, and will let you know as soon as that's happened. I am truly sorry about
10 this incredibly stupid delay.

11 Best. Jim

12 (Ex. 14). (Emphasis added);

13 e. second January 26, 2015 email from Clark to Kiesel stating:

14 Paul –

15 *Just talked to Mel.* While (for political reasons) he still would like me to talk to his
16 Vice-Chair, Bill Funderburk, we're good to go on the tolling agreement and 10-day
17 notice letter now. *He was enthusiastic, by the way, and is confident that the full*
18 *Board will support the litigation strategy we've discussed.*

19 All best regards.

20 Jim

21 (Ex. 15). (Emphasis added).

22 45. A February 13, 2015 email authored by LADWP Assistant General Counsel Tom to
23 Clark again makes clear that Levine and Clark were the originators and architects of the City's
24 lawsuit against PwC. Tom's email states:

25 Jim:

26 *I spoke with Bill Funderburk and traded emails with Mel Levine this afternoon.*
27 *They are both in agreement with the approach of a limited briefing to the board*
28 *on Tuesday seeking their support for the filing of the suit,* and both understand the
potential short delay in the filing date. We would have opportunity for a more
detailed discussion about suit in the next few months as needed. . . .

(Ex. 16). (Emphasis added).

46. Minutes of the February 17, 2015 LADWP Board Meeting reflect the fact that the
LADWP Board held a discussion as Levine and Clark had directed, but that no action was taken

1 concerning the commencement of the City's lawsuit against PwC at that Board meeting. (Ex. 17 at
2 33).

3 47. The fact that Levine was actively and deliberately engaged in hiding his
4 involvement in instigating and commencing the City's lawsuit against PwC, which was a "current
5 client" of Gibson Dunn, is demonstrated by Levine's filing of a "CEC Form 51 Recusal
6 Notification" form which publicly created the materially false and misleading impression that
7 Levine recused himself and had no involvement with the City's discussion of whether to bring suit
8 against PwC during the February 17, 2015 LADWP Board meeting. (Ex. 18).

9 48. In reality however, as the email traffic identified in ¶¶ 42 - 43 above makes clear,
10 Levine was, in fact, a primary driver behind the City's decision to sue Gibson Dunn's then "current
11 client," PwC, and even Clark would not -- and did not -- proceed to initiate this lawsuit without first
12 obtaining Levine's approval to file the City's lawsuit against PwC. (Ex. 15, 16).

13 49. On April 23, 2015, the LADWP Board conducted a regularly scheduled Board
14 meeting. Minutes of that Board meeting confirm that Gibson Dunn violated California Rule of
15 Professional Conduct 1.7 and that *Levine violated both California Rule of Professional Conduct*
16 *1.7 and the City's Code of Ethics when, rather than recusing himself as Levine was required to*
17 *do, Levine, instead, intentionally voted to approve Agenda Item 23 which involved the formal*
18 *retention of Special Counsel by the City and LADWP to prosecute the lawsuit against PwC that*
19 *had previously been filed by the City on March 6, 2015.* In fact, not only did Levine vote to
20 approve the retention of Special Counsel to prosecute the litigation against PwC -- who was the
21 Gibson Dunn's "current client" -- Levine actually demonstrated his enthusiasm for suing PwC by
22 seconding the motion for approval as confirmed by the Board meeting minutes. (Ex. 19 at 13-14).
23 (Emphasis added).

24 50. Levine's deliberate and affirmative act of voting to approve the retention of Special
25 Counsel and the prosecution of the City's lawsuit against PwC (who was a "current client" of the
26 Gibson Dunn firm at the time Levine cast his affirmative vote) constituted a blatant violation of
27 both California Rule of Professional Conduct 1.7 and the City's Code of Ethics because of
28 Levine's ongoing financial interests in the Gibson Dunn firm.

1 51. The wrongful actions taken by the Gibson Dunn firm (under a theory of *respondeat*
2 *superior*), Levine and Clark in causing the City and LADWP to file a lawsuit against Gibson
3 Dunn's "current client" were actually known to and approved by Los Angeles City Attorney Mike
4 Feuer, Los Angeles Chief Assistant City Attorney (Civil Litigation Branch) Thomas Peters,
5 LADWP Assistant General Counsel Richard Tom, Deputy City Attorney Eskel Solomon, and
6 Deputy City Attorney Deborah Dorny, who each personally aided and abetted Gibson Dunn,
7 Levine and Clark in violating California Rule of Professional Conduct 1.7 and the City's Code of
8 Ethics.

9 52. To the best of Complainant's knowledge, none of these individuals ever reported
10 the foregoing misconduct engaged in by Gibson Dunn, Levine and Clark to Judge Berle, Special
11 Master Robbins, PwC, the Los Angeles Ethics Commission, California State Bar officials, or
12 LADWP ratepayers.

13 53. While the exact amount of the millions of dollars in attorneys' fees that were paid to
14 the Gibson Dunn firm by PwC to defend PwC against the City's lawsuit has not been publicly
15 disclosed, it is indisputable that Levine and Clark greatly financially benefitted the Gibson Dunn
16 firm (a firm in which they both had – and continue to have – a continuing financial interest at all
17 times relevant hereto) by conceiving of, engineering, instigating and commencing the City's
18 lawsuit against PwC, which was a "current client" of Gibson Dunn at the time they did so and
19 while they were both required to recuse themselves from matters involving Gibson Dunn's
20 "current clients."

21 **II. Levine and Clark Violated Cal. Bus. and**
22 **Prof. Code § 6068, Rule of Professional**
23 **Conduct 3-100 and Section IV of the City**
24 **Ethics Code By Knowingly and Intentionally**
25 **Disclosing the City's Attorney-Client Privileged Information**
26 **and Attorney Work Product To Gibson Dunn, PwC's Defense Counsel**

27 54. As explained above, from September 2013 through July 30, 2020, Levine was the
28 LADWP Board President and a Los Angeles City official. As a Los Angeles City official, Levine
was assigned an official City email address for him to use while conducting business on behalf of
the LADWP.

1 55. As a Los Angeles City Official, Levine was subject to and required to comply with
2 the Los Angeles City Ethics Code. Section IV. of the Ethics Code is entitled, “**Use of**
3 **Confidential Information,**” and requires in relevant part:

4 Persons in the public service shall not disclose confidential information acquired by
5 or available to them in the course of their employment with the City, or use such
6 information for speculation or personal gain.

7 (Ex. 7).

8 56. As also explained above, from September 2013 through July 30, 2020, Levine was
9 also an attorney licensed to practice law in the State of California and employed as “Of Counsel”
10 by the Gibson Dunn firm. As a Gibson Dunn attorney, Levine was assigned the following official
11 Gibson Dunn email address for him to use while conducting business on behalf of Gibson Dunn:
12 MLevine@gibsondunn.com.

13 57. As a Gibson Dunn attorney, Levine was subject to and required to comply with the
14 California Rules of Professional Conduct. Rule 3-100 (now Rule 1.6) of the California Rules of
15 Professional Conduct is entitled, “**Confidential Information of a Client,**” and states in relevant
16 part:

17 (A) A member shall not reveal information protected from disclosure by Business
18 and Professions Code section 6068, subdivision (e)(1) without the informed
19 consent of the client, or as provided in paragraph (B) of this rule.

20 (Ex. 8 at).

21 58. From July 2013 through August 31, 2020, Clark was the Los Angeles Chief Deputy
22 City Attorney and a Los Angeles City official. As a Los Angeles City official, Clark was assigned
23 the following official City email address for him to use while conducting business on behalf of the
24 LADWP: james.p.clark@lacity.org.

25 59. As a Los Angeles City Official, Clark was subject to and required to comply with
26 the Los Angeles City Ethics Code, including Section IV. of the Ethics Code governing “**Use of**
27 **Confidential Information.**” (Ex. 7). As the Los Angeles Chief Deputy City Attorney, Clark was
28 also subject to and required to comply with the California Rules of Professional Conduct,
including Rule 3-100, governing “**Confidential Information of a Client.**” (Ex. 8).

1 60. From July 2013 through August 31, 2020, Clark was also a retired Gibson Dunn
2 Partner. As retired Gibson Dunn Partner, Clark was assigned the following official Gibson Dunn
3 email address for him to use: jlark@retiredpartner.gibsondunn.com.

4 61. Under California law, a lawyer owes a duty of undivided loyalty to their client and
5 is under an obligation to preserve the secrets of his client "at every peril to himself." (Cal. Bus. &
6 Prof. Code, § 6068 (e)) (Ex. 20) It is a fundamental principle in the client-lawyer relationship,
7 that, in the absence of the client's informed consent, an attorney must not reveal information
8 relating to the representation. *See, e.g., Commercial Standard Title Co. v. Superior Court* (1979)
9 92 Cal.App.3d 934, 945 and California Rule of Professional Conduct 3-100.

10 62. At all times relevant hereto, Levine and Clark knowingly and intentionally violated
11 Cal. Bus. & Prof. Code, § 6068 (e) and California Rule of Professional Conduct 3-100 by utilizing
12 their Gibson Dunn email addresses and the Gibson Dunn firm's email servers to send and receive
13 emails and documents that contained information protected from disclosure by the attorney-client
14 privilege and/or the attorney work product doctrine owned by the City and LADWP concerning
15 many litigation matters, including the City's lawsuit against PwC.

16 63. By doing so, Levine and Clark intentionally provided the adverse party's counsel,
17 Gibson Dunn – the very firm in which both Levine and Clark had a continuing financial interest,
18 with a plethora of emails and documents that contained the City's confidential litigation strategy,
19 draft pleadings (before such pleadings were ever filed), complex damage analyses and a plethora
20 of other strategy memoranda, documents and emails that contained the mental thoughts and
21 processes of Special Counsel to the City and LADWP involving the City's case against PwC.

22 64. By intentionally and knowingly providing defense counsel for PwC with the City's
23 privileged and confidential litigation strategy materials, Levine and Clark clearly benefitted Gibson
24 Dunn – the law firm in which both Levine and Clark had an ongoing financial interest throughout
25 the pendency of the City's lawsuit against PwC -- and violated Section IV of the City's Ethics
26 Code in doing so. In addition, Levine and Clark also severely disadvantaged the City to whom
27 they took an oath to protect. (Exs. 21-22). *See* Sections 209 and 215 of the City of Los Angeles
28 Charter.

1 65. The fact that Levine knowingly and deliberately engaged in this misconduct and
2 that Levine clearly intended to provide Gibson Dunn with the City’s confidential attorney-client
3 privileged communications and documents and attorney work product is evidenced by emails dated
4 December 19, 2015. (Ex. 23). A December 19, 2015 email authored by Complainant that was
5 written to the LADWP’s Assistant IT Director and copied to Deputy City Attorney Dorny and the
6 City’s outside counsel, Maribeth Annaguey, states:

7 Please find out what Mel Levine’s email is and make sure it is active and let me
8 know. ***I need him to start using it immediately to communicate with us about***
9 ***DWP matters so that this information is not stored on Gibson Dunn’s email***
10 ***server since Gibson Dunn is defending PwC. I spoke with him [Levine] about it***
11 ***this week.*** Thanks.

12 *Id.* (Emphasis added).

13 66. A review of Levine’s email traffic sent and received after the December 19, 2015
14 emails confirms that Levine ignored Complainant’s advice and continued to deliberately provide
15 Gibson Dunn - his employer and the law firm that was adverse to the City in the PwC Litigation –
16 with all of the City’s attorney-client privileged information and attorney work product concerning
17 the City’s litigation against PwC by improperly using his Gibson Dunn email to conduct City
18 business. For example, on June 1, 2017, Levine wrote an email to LADWP General Manager
19 David Wright in which Levine stated in relevant part, “Actually, ***I looked back a year and the only***
20 ***ones [emails] I had other than DWP announcements and things like that were from you. I will***
21 ***try to check it [Levine’s official LADWP email] more often, which I should do, but I don’t like to***
22 ***use that account except when absolutely necessary (even though I know I should).***” (Ex 24.)

23 (Emphasis added).

24 67. Finally, the fact that Clark was using his Gibson Dunn email to conduct official
25 City business and sending and receiving the attorney-client privileged information and attorney
26 work product involving virtually all of the litigation matters that Clark was handling or overseeing
27 in the City Attorney’s office was well known to City Attorney Feuer and Chief of Staff Kapur.

28 68. Clark’s knowing and deliberate failure to safeguard the City’s attorney-client
privileged communications and attorney work product extends well beyond the matters discussed
herein and, in fact, involves literally *every* matter that Clark was assigned to or worked on during

1 his tenure in the City Attorney's Office because of the manner in which Clark intentionally
2 configured his official City email to work with his Gibson Dunn email. By knowingly sharing the
3 City's attorney-client privileged communications and attorney work product with the Gibson Dunn
4 firm, Clark arguably waived both the City's attorney-client privilege and attorney work product
5 protections in *all* of the City matters on which Clark worked.

6 69. Inexplicably, neither Feuer nor Kapur ever instructed Clark to cease this practice or
7 reported Clark for this misconduct – rather, they aided and abetted Clark's misconduct by
8 knowingly allowing Clark's misconduct to continue unchecked and even emailed Clark at his
9 Gibson Dunn email address concerning official City business themselves. In addition, by using
10 non-City email addresses to conduct official City business, these officials enabled the City
11 Attorney's Office to improperly deny the existence of any emails responsive to a wide variety of
12 California Public Records Act ("CPRA") requests because a search of the City's email servers
13 could never and would never reveal the existence of emails that had been authored or received by
14 Levine and Clark using non-City owned email servers.

15 **III. Senior Ranking Los Angeles City Officials**
16 **Intentionally Violated the *Brown Act*,**
17 **Interfered With Government Administration**
18 **and Falsified Official Public Records of the**
19 **City of Los Angeles To Prevent**
20 **Their Misconduct From Being Discovered**

21 **A. The LADWP Board Voted To Initiate**
22 **Contractor Non-Responsibility / Debarment**
23 **Proceedings Against PwC During the**
24 **June 21, 2016 Closed Session Board Meeting**

25 70. In the spring and early summer of 2016, during the course of litigating the *PwC*
26 *Action*, Complainant uncovered the fact that PwC had acted fraudulently in connection with work
27 it had performed at the LADWP. Accordingly, Complainant undertook an investigation to
28 determine whether the LADWP should institute contractor non-responsibility / debarment
proceedings against PwC. After completing this investigation, Complainant determined he would
recommend to the LADWP Board of Commissioners that the Board vote in favor of instituting
contractor non-responsibility / debarment proceedings against PwC.

1 71. In the early morning of June 21, 2016, Wright (who at that time was the LADWP's
2 Chief Operating Officer) instructed Complainant that Wright and Complainant needed to meet
3 with LADWP General Manager Marcie Edwards to discuss Complainant's recommendation that
4 the LADWP Board consider commencing contractor non-responsibility / debarment proceedings
5 against PwC.

6 72. Wright and Complainant then met with Edwards in Edwards' conference room at
7 approximately 8 am on June 21st for approximately twenty minutes. During that meeting,
8 Complainant explained the recommendation that the LADWP Board consider commencing
9 contractor non-responsibility / debarment proceedings against PwC and Edwards and Wright asked
10 numerous questions. The meeting was concluded by Edwards and Wright stating they would
11 support moving forward with debarment proceedings against PwC.

12 73. On June 21, 2016, the LADWP Board conducted a regularly scheduled Board
13 meeting, which included both a Public Session and Closed Session. Agenda ITEM NO. 31A(II)
14 involved a discussion with the Board and Complainant concerning the *City of Los Angeles v.*
15 *Pricewaterhouse Coopers LLP (PwC)* litigation. (Ex. 25 at 28.)

16 74. During the closed session, Complainant made a presentation to four Board members
17 and others in attendance at the Closed Session, including Edwards and Wright, concerning
18 Complainant's recommendation that the LADWP institute contractor determination of non-
19 responsibility / debarment proceedings against PwC. (Ex. 26). Following this discussion, the four
20 Board members that were present, including LADWP Board Vice President Funderburk, voted
21 unanimously to institute contractor debarment proceedings against PwC; *i.e.*, to begin the process
22 of debarment against PwC.

23 75. The fact that the Board conducted such a vote was confirmed by a June 21, 2016
24 email authored by LADWP General Counsel Brajevich that he sent to City Attorney Feuer's Chief
25 of Staff, Leela Kapur, that states in relevant part, "Leela, ***We had the closed session discussion on***
26 ***PWC. One of the things the board authorized management to do is institute debarment***
27 ***proceedings against PWC at the appropriate time.***" (Ex. 27). (Emphasis added).

28

1 **B. City Attorney Feuer, Chief of Staff Kapur,**
2 **LADWP General Counsel Brajevich and**
3 **Others Intentionally Interfered With Government**
4 **Administration and Conspired to Undo the Official LADWP**
5 **Board Vote To Institute Debarment Proceedings Against PwC**

6 76. Following the LADWP's June 21, 2016 unanimous vote to initiate contractor non-
7 responsibility / debarment proceedings against PwC, several top-ranking members of the Los
8 Angeles City Attorney's Office, including City Attorney Feuer himself, knowingly and
9 intentionally embarked on an illegal course of conduct that was designed to – and did – greatly
10 benefit Gibson Dunn and its client PwC to the detriment of the City by undoing the LADWP
11 official Board vote to initiate debarment proceedings against PwC. Such conduct improperly
12 interfered with government administration and violated California state law, the City's Ethics Code
13 and the California Rules of Professional Conduct. These same City officials then acted to insure
14 that the public never learned of their wrongful conduct by falsifying official City of Los Angeles
15 public records.

16 77. On June 29, 2016, City Attorney Mike Feuer sent a meeting invitation to Kapur,
17 Peters and Brajevich inviting them to attend a meeting at Feuer's office the following day, June 30,
18 2016 from 9:30 to 10:30 am to discuss the PwC litigation, including debarment. (Ex. 28). In the
19 afternoon of June 29th, Peters telephoned Complainant and informed him of this meeting and told
20 Complainant that his attendance at this meeting was required. (Ex. 29).

21 78. In the early evening of June 29, 2016, Brajevich visited Complainant in his office at
22 the LADWP and engaged in a discussion concerning debarment proceedings and the LADWP's
23 Contractor Program. Following this discussion, Brajevich emailed Kapur and Peters and informed
24 them of the substance of the conversation that Brajevich had with Complainant concerning
25 debarment.

26 79. On the morning of June 30, 2016, Complainant met with City Attorney Feuer,
27 Kapur, Peters and Brajevich in Feuer's office at City Hall East. Feuer began that meeting in an
28 extremely angry and hostile tone by asking Complainant the following rhetorical question, "***Do***
29 ***you know who I am?***" Puzzled, Complainant responded, "yes, you are the City Attorney." Feuer
30 then responded, "***that's right. I am the Captain of the team! I am the Captain! Do you***

1 *understand that? I am the Captain and you are just a player on the team! And if you want to*
2 *keep playing on the team, you will follow my orders, is that clear?"* (Emphasis added).

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

8 81. Feuer then stated that he wanted Complainant and Peters to meet with LADWP
9 General Manager Marcie Edwards and LADWP Chief Operating Officer Wright, along with
10 Brajevich and that Feuer wanted Complainant to argue the benefits of moving forward with
11 debarment against PwC and Peters to argue the negatives associated with moving forward with
12 debarment against PwC so that LADWP's Executive Management could make a decision on
13 whether to move forward with debarment proceedings against PwC.

14 82. Complainant responded that he was happy to meet with Edwards and Wright and to
15 present his views on the benefits of initiating debarment proceedings against PwC as the LADWP
16 Board had voted to do on June 21st, but was confused by Feuer's suggestion that this presentation
17 by Complainant and Peters would be used by LADWP's Executive Management to make a
18 decision on whether to move forward with debarment proceedings against PwC because, as
19 Brajevich's June 21st email confirmed, *the LADWP Board had already voted 4-0 to initiate*
20 *debarment proceedings against PwC during the Closed Session of the June 21st LADWP Board*
21 *meeting.*

22 83. Feuer then acknowledged the fact that the LADWP Board had voted to initiate
23 debarment proceedings against PwC, but nevertheless said that he wanted the presentation made to
24 Edwards and Wright by Complainant and Peters. Following the lengthy meeting in Feuer's office,
25 Brajevich then emailed Edwards and informed her that he had just finished a meeting with Feuer,
26 Complainant and others and that Feuer wanted Edwards to participate in a meeting as Feuer had
27 directed. (Ex. 30).

28

1 84. Peters then drove Complainant and himself from City Hall East to the LADWP
2 where the two were to meet with Edwards, Wright and Brajevich, as Feuer had instructed. After
3 waiting for a period of time, Brajevich informed Peters that he was delayed and that Peters and
4 Complainant should begin their discussion with Wright and that Brajevich would join when he was
5 free and was uncertain whether Edwards would be joining the meeting at all because she was not at
6 the LADWP at that time.

7 85. An email sent by Edwards to Brajevich at 1:20 pm on June 30th while Brajevich was
8 in attendance at the meeting with Complainant, Peters and Wright makes clear that City Attorney
9 Feuer, his Chief of Staff Kapur, Peters, Brajevich, along with LADWP's Edwards and Wright had,
10 unbeknownst to Complainant at that time, determined to intentionally interfere with the
11 administration of Los Angeles City government official action by secretly trying to "undo" or
12 "reverse" the LADWP Board's June 21st vote to initiate debarment proceedings against PwC. (Ex.
13 31).

14 86. Edwards email to Brajevich confirmed the City Attorney's plot to intentionally
15 interfere with official government action by undoing the LADWP Board's June 21st vote and
16 tellingly asks, "***Getting to the appropriate outcome?***" Brajevich's immediate response to Edwards
17 is unequivocal and states, "***Yes on debarment language, working other details***" and "***Dave doing***
18 ***a great job on lead*** – working on press lead now – discussion overtime of filing lawsuit." *Id.*
19 (Emphasis added). Edwards responded immediately and stated, "***Good. Then I don't need to***
20 ***weigh in. Nice work!***" *Id.* (Emphasis added).

21 87. Following this meeting with Wright, Peters and Brajevich at the LADWP,
22 Complainant contacted LADWP Commissioner and Board Vice President William Funderburk
23 ("Funderburk") and requested to meet with him as soon as possible. Funderburk agreed to meet
24 Complainant later in the afternoon of June 30th.

25 88. During their meeting, Complainant informed Funderburk of how Complainant had
26 been summoned to a meeting earlier that day and excoriated by Feuer for having recommended
27 that the LADWP Board consider and vote on initiating debarment proceedings against PwC on
28 June 21st and how Feuer had expressed anger at Complainant that the LADWP Board had actually

1 voted 4-0 to initiate debarment proceedings against PwC at that Closed Session Board meeting.

2 89. Following Complainant's meeting with LADWP Board Vice President Funderburk
3 in the late afternoon of June 30, 2016, Funderburk emailed fellow LADWP Commissioner and
4 attorney Michael Fleming and asked if Commissioner Fleming was available to talk. (Ex. 32).

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

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

14 (Ex. 33). (Emphasis added).

15 91. Precisely six minutes after Ramallo sent his email and press release to the LADWP
16 Commissioners, Peters emailed Brajevich at 3:40 pm and asked, "*So does this mean they are still*
17 *not moving forward with debarment at this time?*" (Ex. 34). (Emphasis added). Shortly
18 thereafter Brajevich replied, "*That is correct but Funderburk is still pushing.*" *Id.* (Emphasis
19 added).

20 92. Seven minutes later, at 3:47 pm, Funderburk emailed Brajevich and copied
21 Commissioner Fleming on his email. Funderburk's email stated in relevant part,

22 Joe:

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

27 (Ex. 35). (Emphasis added).

1 93. Following Complainant’s meeting with LADWP Board Vice President Funderburk
2 in the late afternoon of June 30, 2016, Funderburk called Brajevich and informed Brajevich that
3 Funderburk remained “*supportive of moving forward with debarment.*” (Ex. 36). (Emphasis
4 added). Brajevich sent an email to Kapur and Peters informing both of them of Funderburk’s
5 position at 6:04 pm on June 30, 2016 and stated, “*I do not know how that will impact Dave and*
6 *Marcie.*” *Id.*

7 94. At 6:07 pm on June 30, 2016, Brajevich emailed Edwards and Wright and stated, “*I*
8 *just spoke with Commissioner Funderburk who said he considered everything in the*
9 *conversation our office had with him and that he is in favor of moving forward with the*
10 *debarment process and that I convey that to you which I am doing.*” (Ex. 37). (Emphasis
11 added).

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

13 Joe:

14 I spoke with Commissioner Fleming. *It would be helpful to have the closed*
15 *session minutes. I’m not sure the motion was to delegate authority to*
16 *management on debarment. I believe our motion was to debar PWC. If*
17 *management was given authority by the board to make the decision, that’s one*
18 *thing. If the board already voted, doesn’t the board have to decide itself to undo*
19 *its vote . . . ?*

20 (Ex. 38 at 3). (Emphasis added).

21 96. At 6:57 pm on June 30, 2016, Edwards emailed Brajevich. The subject line stated
22 simply, “Bill’s [Funderburk] Email.” Edwards’ email was concise and simply stated, “*I am so*
23 *pissed off. Not at you, lol.*” (Ex. 39). (Emphasis added). At 6:59 pm, Brajevich responded to
24 Edwards and stated, “feel free to be pissed off at me if it makes you feel any better. I feel like I
25 just played seven rounds of tennis – as the ball.” *Id.* Edwards then replied, “Better than me. I feel
26 like the tennis shoe.” *Id.*

27 97. At 10:27 pm on June 30, 2016, Brajevich, again, emailed Funderburk and copied
28 Commissioner Fleming and Edwards. In this email, Brajevich intentionally misstated what had
occurred during the Closed Session of the June 21, 2016 LADWP Board Meeting and continued to
unlawfully interfere with official government action by ignoring the Board’s 4-0 vote to initiate

1 debarment proceedings against PwC on June 21, 2016. Brajevich continued to press forward with
2 Feuer's plot to secretly undo the LADWP's official Board action and interfere with the LADWP
3 Board's effort to initiate debarment proceedings against PwC. Brajevich's email stated in relevant
4 part:

5 Commissioner,

6 * * *

7
8 I would also like to clear up a matter in your original email below stating that to
9 "go against the management would be to undermine the Board's closed session
10 decision." *The City Attorney's Office is not going against the management*
11 *After Paul and Thom finished their presentations, I advised your office of our*
12 *Office's position and the City Attorney's express words, that commencing the*
13 *debarment process is a bad idea. Thom, Paul and I had a similar meeting with*
14 *David Wright early in the afternoon and did the same presentation and conveyed*
15 *the same message. Management made the decision not to commence debarment*
16 *proceedings at this time.*

17 *If the Board of Commissioners desires to move forward with debarment*
18 *proceedings and provide instructions it can certainly do so at a Board meeting . .*
19 *..*

20 (Ex. 38). (Emphasis added).

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

99. At 10:38 pm on June 30, 2016, Funderburk replied to Brajevich's email of 10:27
pm that same date and simply stated, "Thank you Joe. Very helpful." (Ex. 40). Brajevich

1 forwarded Funderburk's email to Feuer, Kapur and Peters at 11:13 pm on June 30, 2016 and stated
2 "FYI." *Id.*

3
4 **C. When Funderburk Refused To Yield To**
5 **Feuer's Demand That The LADWP Board**
6 **Abandon Debarment Proceedings Against**
7 **PwC, Gibson Dunn Attorney and LADWP**
8 **Board President Levine Violated California's**
9 **"Brown Act" and Ordered Commissioners**
10 **Funderburk and Fleming to Stand Down**

11 100. On June 21, 2016, the LADWP Board voted to begin debarment proceedings
12 against Gibson Dunn's client, PwC. However, the Board did not set a precise deadline for doing
13 so during the June 21st meeting. Rather, the Board discussed the LADWP commencing such
14 debarment proceedings within a "10 day" window following the June 21st vote and delegated the
15 decision concerning the exact date on which the LADWP would begin debarment proceedings
16 against PwC to LADWP General Manager Edwards.

17 101. Following the public filing of the First Amended Complaint by the LADWP against
18 PwC on June 30, 2016, however, there was a great deal of news and heightened public outrage
19 over the allegations concerning PwC having billed ratepayers for several wild parties that occurred
20 in Las Vegas and a wide variety of other wrongful actions engaged in by PwC. In response to this
21 public uproar, Board Vice President Funderburk determined that he wanted the LADWP Board to
22 immediately commence debarment proceedings against PwC, rather than waiting for the ten days
23 following the June 21st vote to expire.

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

26 Joe:

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

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.

1 Thank you for your prompt attention to this matter.

2 (Ex. 41). (Emphasis added).

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

9 Bill,

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

14 (Ex. 42). (Emphasis added).

15 104. Despite being well aware that Gibson Dunn attorney and LADWP Board President
16 Levine was prohibited from having any involvement in the *PwC Action* by the City Ethics Code
17 because the law firm that Levine worked for represented PwC in the *PwC Action*, General
18 Manager Edwards ignored this prohibition and nevertheless emailed Levine to enlist Levine's help
19 in "reigning in" Funderburk's effort to commence *immediate* debarment proceedings against PwC.

20 105. At 5:58 pm on July 1, 2016, Edwards emailed Levine at Levine's Gibson Dunn
21 email address. The subject line of her email to Levine was simply, "Bill" and Edwards' email
22 stated, "**He has lost his mind. He wants to be GM? Good luck.**" (Ex. 43). (Emphasis added).

23 At 6:03 pm, Levine replied to Edwards and asked, "How did this arise? . . ." *Id.* Edwards then
24 replied, "I have no idea. He has lost his center." *Id.* Levine then inquired of Edwards, "How and
25 to whom did he communicate this desire?" *Id.* To which Edwards then replied, "**He**
26 **[Funderburk] wants to 'win,' I get that. But he is overboard and I can't rein [sic] him in.**" *Id.*
27 (Emphasis added).
28

1 106. Just minutes after receiving Edwards' July 1, 2016 email, Levine knowingly and
2 intentionally violated California's *Brown Act*, the California Rules of Professional Conduct and
3 City's Ethics Code by issuing a very stern order to Commissioners Funderburk and Fleming that
4 Levine emailed to both of them from his Gibson Dunn email address. Levine's email stated, "**Bill:**
5 **PLEASE let our attorneys handle this matter. This is not a board matter.**" (Ex. 44). (Emphasis
6 added).

7 107. Levine did not hide the fact, nor did he attempt to hide the fact, that he was
8 intentionally interfering with the LADWP Board's June 21, 2016 Board vote to initiate debarment
9 proceedings against PwC, nor did he hide the fact that he was doing so on behalf of his employer,
10 Gibson Dunn and its client, PwC, in the *PwC Action*. Levine was very deliberate in his conduct
11 and wanted Executive Management at the LADWP to know that Levine had personally ordered
12 Commissioners Funderburk and Fleming to stand down in their effort to initiate immediate
13 debarment proceedings against Gibson Dunn's client, PwC, so Levine also sent his email to
14 LADWP General Counsel Brajevich, LADWP General Manager Edwards, and LADWP Chief
15 Operating Officer Wright using Levine's Gibson Dunn email.

16 108. Significantly, not only did Levine's email violate the California Rules of
17 Professional Conduct and City's Ethics Code, Levine's email also violated California's *Brown Act*,
18 which prohibits governmental bodies (such as the LADWP Board) from holding "meetings"
19 (including "serial meetings") with a quorum of members, without formal notice to the public.

20 109. By issuing his stand down order in an email, which was sent to a quorum of the
21 Board (Funderburk, Fleming and Levine, himself), and which concerned official LADWP Board
22 action (namely undoing the Board's June 21, 2016 vote to initiate debarment proceedings against
23 PwC), Levine conducted a "meeting" without providing the required public notice and thereby
24 violated California's *Brown Act*.

25 110. Levine also cannot dispute that he had **actual knowledge** that his actions also
26 violated the City's Ethics Code because Levine expressly had been informed that he was required
27 to recuse himself from all LADWP matters involving PwC and the PwC Action by the Ethics
28 Commission **just nine (9) days earlier** in the "**Final Recusal Review Report**," authored by Ethics

1 Commission Director Hardy on June 21, 2016.

2 111. The "*Final Recusal Review Report*" concerning Levine stated in relevant part:

3 C. Facts

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

14 *Fourteen of President Levine's 24 recusals during this period were due to*
15 *the ongoing litigation between the City and Pricewaterhouse Coopers LLP (the*
16 *Pricewaterhouse litigation) related to the botched rollout of a computer billing*
17 *system, which resulted in a loss of millions of dollars. Pricewaterhouse Coopers*
18 *LLP (Pricewaterhouse) is represented by Gibson Dunn in this matter and is*
19 *adverse to the City.* The Pricewaterhouse litigation is currently scheduled for
20 hearings through January 2017 and is unlikely to conclude before the end of the
21 current calendar year.

22 * * *

23 D. Analysis

24 a. Continuing Nature of the Recusals

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

* * *

E. Recommendation

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

(Ex. 9 at 2-4). (Emphasis added).

1 112. The fact that Levine knowingly and intentionally violated the *Brown Act*, the City's
2 Ethics Code and the California Rules of Professional Responsibility was also **actually known** by
3 Los Angeles City Attorney Mike Feuer himself, as well as Leela Kapur, Feuer's Chief of Staff and
4 Chief Assistant City Attorney Thom Peters. The irrefutable proof of this fact exists in the form of
5 a July 1, 2016 email sent by Brajevich to Feuer, Kapur and Peters which forwards Levine's email
6 of July 1, 2016 email of 6:05 pm to these three senior ranking members of the City Attorney's
7 Office. (Ex. 45).

8 113. The fact that Feuer, Kapur, Peters and Brajevich each had **actual knowledge** of
9 Levine's violation of the *Brown Act*, the City's Ethics Code and the California Rules of
10 Professional Responsibility and failed to take any action whatsoever to report this violation, or to
11 halt Levine's improper intervention into the LADWP'S Board Vote of June 21st to initiate
12 debarment proceedings, demonstrates that Feuer, Kapur, Peters and Brajevich deliberately
13 concealed Levine's illegal and unethical conduct and, then, even more incredibly, acted as
14 "intermediaries" for Levine and continued to conduct the illegal "serial meeting" that had been
15 begun by Levine on July 1, 2016 until they successfully undid the LADWP's June 21st Board vote
16 to initiate debarment proceedings against PwC.

17 114. The falsity of Feuer's repeated claims that he and members of his office have
18 always acted with "integrity" in the handling of the LADWP billing litigation has been
19 demonstrated by a Plea Agreement filed in the United States District Court for the Central District
20 of California on January 10, 2022 in a matter entitled *United States v. Thomas H. Peters*, 2:22-cr-
21 00009-PA in (the "Peters' Plea Agreement"). In the Peters' Plea Agreement, Mr. Peters pled
22 guilty to aiding and abetting extortion in violation of 18 U.S.C. §§ 1951(a), 2 (a) and admitted that
23 "senior members of the City Attorney's Office" were made aware of the extortion scheme and
24 "directed" Peters "to take care of the situation." Unsaid in the Peters' Plea Agreement was the fact
25 that there were only three more "senior members" of the City Attorney's Office than Peters –
26 namely Feuer, Kapur and Clark. These newly disclosed facts clearly demonstrate that Feuer,
27 Kapur, Brajevich and other members of the City Attorney's Office identified herein each lack the
28 character and fitness required of attorneys that is necessary for them to continue to represent the

1 City of Los Angeles in *any* litigation matters – let alone the two bankruptcies involving
2 Complainant. (Ex. 46) *See Los Angeles Times* article of July 16, 2021 entitled, *Under fire, Feuer*
3 *defends his office's handling of DWP billing litigation*".

4 115. The fact that these extremely serious violations were never uncovered or
5 investigated by Special Master Robbins is likely explained by the fact that the City Attorney's
6 Office worked closely with attorney Maribeth Annaguey and other Browne George Partners and
7 Associates in producing emails and documents requested by Special Master Robbins. These
8 attorneys all had great personal incentive to deliberately withhold from Special Master Robbins
9 emails and other documents that were responsive to Special Master Robbins' requests, but that
10 could nevertheless potentially incriminate them. In addition, it is likely that Gibson Dunn's email
11 servers were never searched in order to obtain highly incriminating emails authored or received by
12 Levine at his Gibson Dunn email address. All of these facts demonstrate the validity of the
13 LADWP Board's belief that the City Attorney's Office and Browne George are highly conflicted
14 and therefore unfit and unable to continue to represent the LADWP.

15
16 **D. Several High-Ranking Members Of The LADWP**
17 **and City Attorney's Office Continue To Act In**
18 **Furtherance Of Levine's and The City Attorney's**
Effort To Derail The PwC Debarment Proceedings

19 116. After Levine violated the *Brown Act*, California Rules of Professional Conduct and
20 City Ethics Code by emailing Commissioners Funderburk and Fleming and personally ordering
21 them to stand down in their effort to initiate immediate debarment proceedings against Gibson
22 Dunn's client, PwC, several high-ranking members of the LADWP and City Attorney's Office
23 continued to act in furtherance of the Levine's and the City Attorney's effort to derail the PwC
24 debarment proceedings as Levine's "intermediaries."

25 117. The first of these individuals to do so was LADWP General Manager Edwards. At
26 6:23 pm on Friday night of July 1st, just eighteen minutes after Levine issued his order to
27 Funderburk and Fleming to stand down on their effort to have the LADWP debar Gibson Dunn's
28 client, PwC, Edwards sent a second email to Funderburk in response to Funderburk's "Request for
Special Board Meeting to Discuss PWC Matter" and admonished Funderburk, "*Please. Trust me*

1 **and stand down.**” (Ex. 47). (Emphasis added).

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

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

23 120. At 8:05 pm on July 1, 2016, Brajevich continued to conduct the illegal “serial
24 meeting” that had been begun by Levine earlier that evening. Brajevich did so in his role as
25 Levine’s “intermediary” when Brajevich emailed Feuer as he had promised Levine he would do
26 and informed Feuer, “**Mike, Mel asked if I could ask you to rein [sic] Bill in, Marcie feels she**
27 **can’t. I told Mel I would pass along the message. Let me know if you want to discuss.**”
28 Tellingly, the subject line of Brajevich’s email to Feuer states, “**Request from Mel.**” (Ex. 50).

1 (Emphasis added).

2 121. When Funderburk continued to press ahead with the LADWP Board's effort to
3 debar PwC and cited "*what is clearly a big difference of opinion by in house and outside counsel*
4 *on a key tactical issue in one of the biggest litigation's in the enterprise's history,*" Brajevich
5 quickly resorted to intimidating Funderburk. At 8:48 pm on the night of July 1st, Brajevich
6 emailed Funderburk and told Funderburk, "*so that we are perfectly clear there is no difference of*
7 *opinion as there is only one City Attorney's Office and one City Attorney, Mike Feuer. . . . you*
8 *were given the pros and cons of proceeding with the debarment process and after that you were*
9 *advised of the City Attorney's position which was that it was a bad idea. That is the City*
10 *Attorney's opinion.*" (Ex. 51). (Emphasis added).

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

17 **E. Levine and the City Attorney's Office**
18 **Succeeded In Their Effort To Undo The LADWP's**
19 **Board Vote To Initiate Debarment Proceedings Against PwC**

20 123. Less than 24 hours later, there was similarly strong evidence that the illegal
21 campaign by Levine, Feuer, Peters, Edwards and Brajevich to undo the LADWP Board vote to
22 initiate debarment proceedings against PwC was working. At 4:49 pm on Saturday afternoon, July
23 2, 2016, Funderburk emailed Brajevich and Commissioner Fleming and stated in relevant part,

24 *There was a dispute less than 48 hours ago about the timing on debarment,*
25 *issuing of any debarment notice and commencing of any debarment process. . . .*
26 *Like you, I wasn't remotely expecting to deal with this or be put in the middle so I*
27 *hope you can bear with me. . . . Mel's email, no matter how inadvertent or*
28 *unintended, must be considered for even the appearance that it presents*
regardless whether it is protected by privilege. I could never deny under oath that
I didn't see it if the privilege were waived or somehow the email trail made it to
the Gibson Dunn server This matter in my mind calls for cooler and calmer
minds and not hasty decisions especially where no need to rush may exist.

1 *Fortunately, none of this deliberation has seen the light of day that we know of.*

2 * * *

3 *My thinking has evolved now, and I would just like to get a few more questions*
4 *answered before withdrawing the request for the Special Board meeting* and
5 asking that the PwC matter be placed on the next Regular agenda closed session on
6 July 19 subject to having an outside opinion by counsel expert in debarment of
large companies and civil fraud prepared by July 19. Such an opinion would be for
the protection of all concerned. I solicit Commissioner Fleming's input as well.

6 (Ex. 52). (Emphasis added).

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

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

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

21 (Ex. 53). (Emphasis added).

22 126. Clearly pleased that Feuer and his City Attorney team had been successful in
23 undoing the LADWP's Board vote to debar PwC, as Levine had ordered when he directed
24 Funderburk and Fleming to stand down and "*let our attorneys handle this matter,*" Feuer sent
25 Brajevich a reply email that was copied to Kapur at 5 pm on Saturday July 2d that stated, "*I agree*
26 *with every element of your proposed approach. If things change please let me know. Really*
27 *appreciate all your work on this, and I [sic] general.*" (Ex. 54). (Emphasis added).
28

1 127. On July 4, 2016 at 9:12 pm, Brajevich emailed Feuer, Kapur and Peters and
2 informed them that their collective effort to undo the LADWP Board’s June 21st vote to initiate
3 debarment proceedings against PwC as Levine had ordered to help his employer, Gibson Dunn,
4 and its client, PwC, was working. Brajevich’s email to Feuer, Kapur and Peters states in relevant
5 part,

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

14 (Ex. 55). (Emphasis added).

15 128. On July 5, 2016 at 3:41 pm, Brajevich finally declared complete victory when he
16 emailed Feuer, Kapur and Peters and informed them,

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

22 (Ex. 56). (Emphasis added).

23 129. Feuer was quick to congratulate Brajevich for all the work he did to execute on
24 Levine’s instruction that the LADWP Board abandon its effort to debar PwC as a contractor to the
25 LADWP and emailed Brajevich and stated, “*Thanks again for all your great work, Joe.*” (Ex.
26 57). (Emphasis added).

27 130. Peter’s congratulatory email to Brajevich, however, leaves no doubt that the
28 “undoing” of the LADWP Board’s June 21st vote to initiate debarment proceedings against PwC
was the clear result of Levine’s instruction to Commissioners Funderburk and Fleming to stand
down. Peter’s email states, “*I suppose that was expected given Mel’s admonition Great*
work. Thanks.” (Ex. 58). (Emphasis added).

1 **F. LADWP General Counsel Brajevich Intentionally**
2 **Falsified Official City Public Records To Prevent**
3 **Discovery of Brown Act Violation and Related**
4 **Misconduct By Levine, Feuer and Other Senior Ranking City Officials**

5 131. The fact that the LADWP Board voted 4-0 in favor of instituting debarment
6 proceedings against PwC during the closed session of the June 21, 2016 Board meeting was
7 confirmed by Brajevich's June 21st email to Chief of Staff Kapur in which Brajevich stated in
8 relevant part, "Leela, *We had the closed session discussion on PWC. One of the things the board*
9 *authorized management to do is institute debarment proceedings against PWC at the*
10 *appropriate time.*" (Ex. 27). (Emphasis added). The Board's vote is also confirmed by
11 Funderburk's email of 6:26 pm on June 30, 2016 wherein Funderburk stated in relevant part, "*I*
12 *believe our motion was to debar PWC.*" (Ex. 38). (Emphasis added).

13 132. Email authored by LADWP Board Secretary Barbara Moschos on June 23, 2016,
14 confirms that LADWP General Counsel Brajevich was the author of the LADWP Board minutes
15 for the June 21, 2016 Closed Session, and, in particular, for Agenda Item A-11, the Board Agenda
16 Item concerning the LADWP Board vote to initiate debarment proceedings against PwC. Board
17 Secretary Moschos's email of June 23, 2016 make this fact clear and states, "*Hey Joe: Give me a*
18 *call. I need wording for Item [31]A-11 from yesterday, the PWC one.* Thanks!" (Ex. 59).
19 (Emphasis added).

20 133. Despite Brajevich himself having authored an email on June 21st in which he
21 confirmed that the LADWP Board voted to "institute debarment proceedings against PwC,"
22 Brajevich intentionally falsified the official LADWP Board minutes (an official public record of
23 the City of Los Angeles) relating Agenda Item 31A-11 and intentionally caused those LADWP
24 Board meeting minutes to falsely state, "*Discussion held – action taken but not a final action that*
25 *is reportable.*" (Ex. 25 at 28). (Emphasis added).

26 134. Brajevich knowingly and intentionally falsified the June 21, 2016, LADWP Board
27 Meeting Minutes to conceal the wrongful course of conduct that Levine, Feuer, Kapur, Peters,
28 Brajevich and Edwards engaged in to undo the official LADWP Board vote of June 21st to initiate
debarment proceedings against PwC.

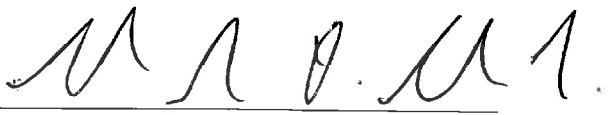
1 135. Because falsification of City of Los Angeles public records is investigated by the
2 Los Angeles City Controller's Office, Complainant is also filing a Complaint concerning
3 Brajevich's falsification of the June 21, 2016, LADWP Board Meeting Minutes with the Los
4 Angeles City Controller and requesting that the Controller's Office conduct an investigation into
5 LADWP General Counsel Brajevich having knowingly and intentionally falsified official City of
6 Los Angeles public records.

7
8 CONCLUSION

9 136. On the basis of the foregoing, Complainant respectfully requests that the Ethics
10 Commission conduct an investigation into the conduct alleged herein to determine whether the
11 conduct detailed herein, did, in fact, violate, among other things, the Los Angeles City Ethics Code
12 and whether such conduct renders the Los Angeles City Attorney's Office and/or the Browne
13 George law firm incapable of continuing to represent the City of Los Angeles in numerous matters,
14 including, but not limited to, two bankruptcy matters pending in the United States Bankruptcy
15 Court for the District of Arizona involving Complainant.

16
17 I declare under penalty of perjury under the laws of the State of California that the
18 foregoing is true and correct.

19
20 Dated: January 18, 2022

By: 

Paul O. Paradis
Complainant

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