Shawn Azizzadeh, Esq. CSB No. 227558
BEDFORD LAW GROUP,
A PROFESSIONAL LAW CORPORATION
10960 Wilshire Blvd., Suite 750
Los Angeles, CA 90024
Telephone: (310) 507-7900
Facsimile: (310) 507-7910
Email: Shawn@bedfordlg.com

Attorneys for Plaintiff,
Obioha Nwaogu

Electronically FILED by Superior Court of California, County of Los Angeles 3/11/2026 11:47 PM David W. Slayton, Executive Officer/Clerk of Court, By G. Delgado, Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

OBIOHA NWAOGU, individually and on behalf of all others similarly situated, Plaintiff, v. **DOWNTOWN L.A. LAW GROUP LLP, FARID YAGHOUBTIL, SALAR HENDIZADEH, DANIEL AZIZI**, and DOES 1 through 50, inclusive, Defendants.	CASE NO. 26STCV07993 **CLASS ACTION COMPLAINT** FOR: 1. Violation of Business & Professions Code §17200 2. Breach of Fiduciary Duty 3. Money Had and Received 4. Unjust Enrichment / Restitution 5. Fraudulent Concealment 6. Declaratory relief DEMAND FOR JURY TRIAL

INTRODUCTION

1. This is a class action arising from Defendants' practice of soliciting, undertaking, and handling personal injury matters arising outside California, while collecting contingency attorney's fees in connection with legal services performed in jurisdictions where Defendants were not licensed or authorized to practice law.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

2. Plaintiff Obioha Nwaogu ("Plaintiff") retained Defendant Downtown L.A. Law Group LLP ("DTLA") to represent him in a personal injury matter arising from an accident that occurred in Florida.
3. Defendants undertook to provide legal services in connection with Plaintiff's Florida claim, negotiated a settlement of that claim, and deducted contingency attorney's fees from the settlement proceeds.
4. At the time Defendants undertook Plaintiff's representation, none of the attorneys handling Plaintiff's claim were licensed to practice law in Florida.
5. Defendants did not disclose that material fact to Plaintiff before or during the representation.
6. Plaintiff would not have agreed to pay Defendants contingency attorney's fees had he known Defendants were not licensed to practice law in the jurisdiction where his claim arose.
7. Plaintiff seeks restitution, disgorgement, damages, declaratory relief, and class-wide relief on behalf of all similarly situated clients from whom Defendants collected contingency fees in connection with personal injury matters arising outside California.

PARTIES

8. Plaintiff is, and at all relevant times was, an individual residing in Texas. Plaintiff's personal injury claim arose from an accident in Florida.
9. Plaintiff retained DTLA to represent him in connection with that Florida personal injury claim. At all relevant times, Florida law applied to Plaintiff's claim.
10. Defendant DTLA is, and at all relevant times was, a California limited liability partnership with its principal place of business in Los Angeles County, California.
11. Defendant Farid Yaghoubtil is, and at all relevant times was, an attorney licensed in California and a partner and managing attorney of DTLA.
12. Defendant Salar Hendizadeh is, and at all relevant times was, an attorney licensed in California and a founding partner and managing attorney of DTLA.

13. Defendant Daniel Azizi is, and at all relevant times was, an attorney licensed in California and a partner and managing attorney of DTLA.

14. Plaintiff is informed and believes, and on that basis alleges, that each of the individual defendants exercised managerial authority over DTLA's business operations, including client intake, marketing, fee agreements, settlement practices, and firm policies.

15. Plaintiff does not presently know the true names or capacities of Defendants sued herein as DOES 1 through 50, and therefore sues said Defendants by such fictitious names. Plaintiff will amend this Complaint to allege their true names and capacities when ascertained.

16. Plaintiff is informed and believes, and on that basis alleges, that each Defendant was the agent, employee, partner, alter ego, joint venturer, co-conspirator, servant, successor, or aider and abettor of each of the remaining Defendants, and in doing the things alleged herein, was acting within the course and scope of such relationship.

JURISDICTION AND VENUE

17. This Court has subject matter jurisdiction because this is an unlimited civil action.

18. This Court has personal jurisdiction over Defendants because DTLA is headquartered in California, the individual Defendants are California attorneys, and the conduct alleged herein emanated from California.

19. Venue is proper in Los Angeles County pursuant to Code of Civil Procedure section 395 because Defendants reside, maintain their principal place of business, and conducted substantial wrongful acts in Los Angeles County.

GENERAL ALLEGATIONS

20. DTLA was founded in or about 2013 by Hendizadeh, Yaghoubtil, and Azizi as a personal injury law firm in Los Angeles.

21. According to the publicly filed State Bar disciplinary charges against Hendizadeh, DTLA became a high-volume personal injury practice with more than 200 staff and more than 40 attorneys.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

22. According to those same disciplinary charges, the respondent-partners jointly operated DTLA and shared responsibility for administration of the firm, including firm accounts, client disputes, and refunds.

23. Plaintiff is informed and believes, and on that basis alleges, that Defendants adopted and implemented firm-wide policies governing client intake, advertising, settlement handling, and fee collection.

24. Plaintiff is informed and believes, and on that basis alleges, that Defendants' conduct described herein was not isolated, but arose from a broader business model through which DTLA solicited, retained, and handled personal injury claims arising in numerous states outside California.

25. On March 5, 2026, the State Bar of California filed a Notice of Disciplinary Charges against Hendizadeh in State Bar Court, alleging that DTLA and its partners engaged in unauthorized practice of law and collected illegal fees in personal injury matters arising in multiple states. A true and correct copy of the Notice of Disciplinary Charges is attached as **Exhibit A**.

26. According to public reporting about those charges, the State Bar alleged that Hendizadeh and others helped the firm engage in the unauthorized practice of personal injury law across eight states by retaining clients without regard to where they lived or where they were harmed and without affiliating with local counsel.

27. Public reporting further states that DTLA attorneys marketed the firm, and affiliated entities, as authorized to handle personal injury matters in Texas, Florida, Maryland, Arizona, Iowa, Michigan, Virginia, and Tennessee without employing or associating with lawyers licensed in those jurisdictions.

28. According to public reporting, DTLA allegedly used the firm name and affiliated names such as Union Injury Law Firm, Normandie Law Firm, and Lone Star Injury Law Firm in jurisdictions where none of the partners were licensed or otherwise authorized to practice law.

29. Public reporting also states that DTLA allegedly advertised itself as "Texas's #1 Injury Law Firm," used purported office locations in Texas even though "no physical Texas law

office actually ever existed," and used duplicate identical testimonials attributed to different purported clients in different jurisdictions.

30. Plaintiff is informed and believes, and on that basis alleges, that the misconduct publicly described in the State Bar proceedings is consistent with Defendants' conduct toward Plaintiff and other class members.

31. DTLA has also been the subject of additional public scrutiny. The Los Angeles Times reported that the State Bar opened an investigation into DTLA in connection with the firm's handling of thousands of claims in a multibillion-dollar Los Angeles County sex-abuse settlement.

32. According to the Los Angeles Times, the State Bar investigation and related court filings concern allegations that DTLA may have engaged in fraudulent or unlawful practices, including misuse of third-party recruiters, misleading filings, and conduct that may constitute moral turpitude.

33. According to the same reporting, the State Bar subpoenaed thousands of documents related to approximately 2,700 sex-abuse victims represented by DTLA.

34. Plaintiff alleges these public proceedings and reports not for the truth of every accusation therein, but because they place Defendants' business model, public scrutiny, systemic practices, and Plaintiff's delayed discovery in context.

PLAINTIFF'S RETENTION OF DTLA

35. Plaintiff suffered injuries in a Florida accident on or about August 1, 2019.

36. On or about August 2, 2019, Plaintiff retained DTLA to represent him in connection with that Florida personal injury claim.

37. Plaintiff executed DTLA's standard contingency fee retainer agreement.

38. A true and correct copy of the retainer agreement is attached as **Exhibit B**.

39. The retainer provided that DTLA would receive 33.3% if the matter settled before suit, 40% if after suit, and 45% if the matter proceeded to trial.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

40. The retainer also included an unusually broad bundle of intake documents, including a "Permission to Use Photograph" document authorizing DTLA to use client photographs and information in marketing.
41. Plaintiff is informed and believes, and on that basis alleges, that Defendants used these forms as standardized intake documents across many client matters.
42. Plaintiff is informed and believes, and on that basis alleges, that requiring clients to execute a "Permission to Use Photograph" form as part of the intake package reflects a firm-wide marketing practice tied to client acquisition and promotion.

43. At no time before Plaintiff signed the retainer did Defendants disclose that the attorneys handling Plaintiff's matter were not licensed to practice law in Florida.
44. At no time during the representation did Defendants disclose that they lacked licensure in Florida.
45. Defendants knew Plaintiff's claim arose in Florida.
46. Defendants knew, or were reckless in not knowing, that their licensure status was material to Plaintiff's decision whether to retain them and pay them contingency attorney's fees.
47. An attorney-client fiduciary relationship existed between Plaintiff and Defendants.
48. Because of that fiduciary relationship, Defendants owed Plaintiff duties of loyalty, candor, full disclosure, and the obligation not to conceal material facts concerning the representation.
49. Plaintiff reasonably relied on Defendants' professional status and representations that they were acting as competent attorneys and authorized to handle his claim.
50. Plaintiff is informed and believes, and on that basis alleges, that Defendants likewise failed to disclose the same material facts to other clients whose personal injury matters arose outside California.

51. Defendants undertook to represent Plaintiff in connection with the Florida claim, pursued the matter, and negotiated a settlement.
52. On or about October 28, 2020, Defendants caused Plaintiff to execute a settlement acknowledgment and disbursement statement.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

53. The disbursement statement reflects a total settlement of $40,000.

54. The disbursement statement reflects that DTLA deducted $13,320 in attorney's fees, plus costs, from the settlement proceeds.

55. A true and correct copy of the disbursement statement is attached as **Exhibit C**.

56. Defendants retained those attorney's fees.

57. Plaintiff suffered economic injury in at least the amount of the attorney's fees deducted and retained by Defendants, together with any other recoverable amounts.

58. Plaintiff is informed and believes, and on that basis alleges, that Defendants entered into standardized contingency fee agreements with numerous clients whose claims arose outside California.

59. Plaintiff is further informed and believes that Defendants used standardized settlement disbursement statements and deducted contingency attorney's fees from settlement proceeds in numerous such matters.

60. Plaintiff is informed and believes that the contingency fees collected by Defendants from such out-of-state matters total substantial sums across numerous client files.

61. The identities of affected clients, the states in which their matters arose, and the total amount of fees collected will be ascertainable through Defendants' client files, trust account records, settlement statements, fee logs, accounting records, and case-management databases.

THIS ACTION SEEKS DISGORGEMENT OF UNLAWFUL FEES, NOT REGULATION OF OTHER STATES

62. Plaintiff does not seek to regulate the professional licensing requirements of foreign jurisdictions.

63. Rather, Plaintiff seeks restitution, disgorgement, damages, and declaratory relief under California law against California attorneys and a California law firm that operated from California and collected attorney's fees in connection with legal services they were not authorized to perform in the jurisdictions where the claims arose.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

64. Under California law, attorneys may not retain fees obtained through conduct that violates professional obligations, breaches fiduciary duties, or exceeds the scope of their lawful authority to perform legal services.

65. Plaintiff and the Class therefore seek restitution and disgorgement of attorney's fees Defendants were not legally entitled to retain.

66. Plaintiff did not discover, and could not reasonably have discovered, the facts giving rise to his claims until recently.

67. At the time of the representation and settlement, Plaintiff had no reason to suspect that the attorneys handling his matter were not licensed to practice law in Florida.

68. Defendants did not disclose that material fact, and instead affirmatively undertook the representation, handled the claim, and collected fees.

69. Because an attorney-client fiduciary relationship existed, Plaintiff was entitled to rely on Defendants' professional representations and was not required to independently investigate Defendants' licensing status.

70. Plaintiff is informed and believes, and on that basis alleges, that facts concerning Defendants' broader conduct became publicly available only recently through the State Bar disciplinary proceedings and public reporting described above.

71. After learning facts that caused him to suspect wrongdoing, Plaintiff acted diligently in investigating the matter and retaining counsel.

72. Defendants' concealment of their lack of licensure and failure to disclose that material fact tolled any otherwise applicable statute of limitations under the doctrines of delayed discovery and fraudulent concealment.

73. In addition, equitable tolling applies because Plaintiff could not reasonably have discovered the facts earlier and acted diligently once the facts became known.

74. Whether Plaintiff and class members reasonably could have discovered Defendants' misconduct earlier presents a question of fact not suitable for resolution on demurrer.

75. Plaintiff is informed and believes that many class members likewise did not discover Defendants' misconduct until recently.

CLASS ACTION ALLEGATIONS

76. Plaintiff brings this action pursuant to Code of Civil Procedure section 382 on behalf of himself and the following class:

ALL PERSONS WHO RETAINED DOWNTOWN L.A. LAW GROUP LLP IN CONNECTION WITH PERSONAL INJURY CLAIMS ARISING OUTSIDE CALIFORNIA, IN JURISDICTIONS WHERE DEFENDANTS WERE NOT LICENSED OR OTHERWISE AUTHORIZED TO PRACTICE LAW, AND FROM WHOM DEFENDANTS COLLECTED CONTINGENCY ATTORNEY'S FEES FOR THOSE REPRESENTATIONS.

77. Excluded from the Class are Defendants, their officers, directors, employees, partners, agents, affiliates, judicial officers assigned to this matter, and their immediate family members.
78. The members of the Class are so numerous that joinder is impracticable.
79. Plaintiff is informed and believes that Defendants represented numerous clients in personal injury matters arising outside California and collected contingency fees from those representations.
80. The precise number of Class members is unknown at present, but will be readily ascertainable through Defendants' records.
81. Common questions of law and fact predominate, including:

    a. whether Defendants undertook representation of personal injury claims arising outside California while not licensed in those jurisdictions;

    b. whether Defendants failed to disclose their lack of licensure to clients;

    c. whether Defendants used standardized retainer and intake documents in such matters;

    d. whether Defendants collected contingency attorney's fees from such representations;

    e. whether such fees were unlawfully obtained or retained;

    f. whether Defendants breached fiduciary duties owed to Plaintiff and class members;

    g. whether Defendants were unjustly enriched;

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

h. whether the contingency fee agreements are void or unenforceable in whole or in part; and

i. the proper measure of restitution, disgorgement, and damages.

82. Plaintiff's claims are typical of the claims of the Class because Plaintiff retained Defendants in connection with an out-of-state personal injury claim and paid contingency fees under the same basic business model and omission of material facts alleged herein.

83. Plaintiff will fairly and adequately protect the interests of the Class. Plaintiff has no interests antagonistic to those of the Class and has retained counsel prepared to prosecute this action.

84. Class treatment is superior to individual litigation because the amount of damages suffered by many class members may be insufficient to justify separate suits, and a class action will avoid inconsistent adjudications and promote judicial economy.

85. Plaintiff reserves the right to amend this Complaint to add additional class representatives as they are identified.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

FIRST CAUSE OF ACTION

Violation of Business and Professions Code section 17200 et seq.

(Against All Defendants)

86. Plaintiff incorporates by reference paragraphs 1 through 85 as though fully set forth herein.

87. Business and Professions Code section 17200 prohibits unlawful, unfair, and fraudulent business acts and practices.

88. Defendants engaged in unlawful business practices by, among other things:

a. undertaking and handling legal services in jurisdictions where they were not licensed to practice law;

b. charging, deducting, and retaining contingency attorney's fees in connection with such services;

c. failing to disclose material facts concerning their lack of licensure in the jurisdictions where clients' claims arose;

d. using misleading or incomplete communications concerning the nature and legality of

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

their services; and

e. breaching fiduciary duties owed to clients.

89. Defendants engaged in unfair business practices because their conduct offended public policy embodied in California's attorney ethics rules and fiduciary principles, caused substantial injury to clients, and provided no countervailing benefit that outweighed the harm.

90. Defendants engaged in fraudulent business practices because members of the public, including Plaintiff, were likely to be deceived into believing Defendants were lawfully authorized to perform the legal services for which they charged contingency fees.

91. As a direct and proximate result of Defendants' conduct, Plaintiff and class members lost money or property in the form of attorney's fees and costs deducted from settlement proceeds and retained by Defendants.

92. Plaintiff and the Class seek restitution, disgorgement, and injunctive relief under Business and Professions Code sections 17203 and 17204.

SECOND CAUSE OF ACTION

Breach of Fiduciary Duty

(Against All Defendants)

93. Plaintiff incorporates by reference paragraphs 1 through 92 as though fully set forth herein.

94. An attorney-client fiduciary relationship existed between Plaintiff and Defendants.

95. By virtue of that relationship, Defendants owed Plaintiff duties including:

a. the duty of loyalty;

b. the duty of candor and full disclosure;

c. the duty to disclose material facts concerning the representation;

d. the duty not to place their own financial interests above Plaintiff's interests; and

e. the duty not to collect fees to which they were not legally entitled.

96. Defendants breached those fiduciary duties by, among other things:

a. failing to disclose that the attorneys handling Plaintiff's matter were not licensed in Florida;

b. undertaking the representation despite lacking authorization to practice law in Florida;

c. collecting contingency attorney's fees from Plaintiff's settlement;

d. using standardized agreements and settlement practices to facilitate fee collection; and

e. placing their own financial interest in obtaining fees above Plaintiff's right to informed consent and lawful representation.

97. Plaintiff reasonably relied on Defendants' fiduciary status and trusted them to disclose material facts concerning the representation.

98. As a direct and proximate result of Defendants' breach of fiduciary duty, Plaintiff suffered damages, including but not limited to the attorney's fees deducted from his settlement and any other recoverable loss.

99. Plaintiff is informed and believes that Defendants engaged in the same or substantially similar fiduciary breaches toward class members.

100. Defendants' conduct was despicable and carried on with willful and conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages according to proof.

THIRD CAUSE OF ACTION

Money Had and Received

(Against All Defendants)

101. Plaintiff incorporates by reference paragraphs 1 through 100 as though fully set forth herein.

102. Defendants received money in the form of contingency attorney's fees deducted from Plaintiff's settlement proceeds.

103. The money received by Defendants belonged, in equity and good conscience, to Plaintiff and class members because Defendants were not legally entitled to retain it.

104. Defendants have been unjustly and wrongfully enriched by their receipt and retention of those funds.

105. Plaintiff has demanded, or will demand, that Defendants restore such sums, but Defendants have failed and refused, and continue to fail and refuse, to do so.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

106. Plaintiff and class members are entitled to recover all such sums according to proof.

FOURTH CAUSE OF ACTION

Unjust Enrichment / Restitution

(Against All Defendants)

107. Plaintiff incorporates by reference paragraphs 1 through 106 as though fully set forth herein.

108. Defendants received a benefit in the form of contingency attorney's fees and related economic gain from Plaintiff and class members.

109. Defendants obtained and retained that benefit through conduct that was unlawful, unfair, deceptive, and in breach of fiduciary duty.

110. It would be unjust and inequitable for Defendants to retain those fees and benefits.

111. Plaintiff and class members are entitled to restitution and disgorgement of all amounts by which Defendants were unjustly enriched.

FIFTH CAUSE OF ACTION

Fraudulent Concealment

(Against All Defendants)

112. Plaintiff incorporates by reference paragraphs 1 through 111 as though fully set forth herein.

113. At the time Plaintiff retained Defendants, Defendants knew Plaintiff's claim arose in Florida.

114. At all relevant times, Defendants knew, or were reckless in not knowing, that the attorneys handling Plaintiff's matter were not licensed to practice law in Florida.

115. Defendants nevertheless undertook to represent Plaintiff in connection with his Florida personal injury claim and to collect contingency attorney's fees from any recovery.

116. Defendants concealed from Plaintiff the material fact that they were not licensed to practice law in Florida.

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

117. Defendants had a duty to disclose that fact because:

a. an attorney-client fiduciary relationship existed;

b. the fact was material to Plaintiff's decision to retain Defendants and agree to pay fees;

c. Defendants had superior and exclusive knowledge of their own licensure status; and

d. Defendants' partial representations about providing legal services were misleading absent disclosure of the omitted fact.

118. Plaintiff did not know Defendants lacked Florida licensure and had no reasonable way to discover that fact at the time.

119. Plaintiff reasonably relied on Defendants' omission and on their conduct in presenting themselves as attorneys capable of representing him in the matter.

120. Had Plaintiff known Defendants were not licensed to practice law in Florida, he would not have agreed to retain them on the same terms, would not have agreed to pay them contingency attorney's fees, and would have sought lawful representation elsewhere.

121. As a direct and proximate result of Defendants' fraudulent concealment, Plaintiff suffered damages including the attorney's fees deducted from his settlement and any other recoverable losses.

122. Plaintiff is informed and believes that Defendants engaged in the same or substantially similar concealment toward class members.

123. Defendants acted intentionally, fraudulently, maliciously, and with conscious disregard of Plaintiff's rights, entitling Plaintiff to punitive damages under Civil Code section 3294.

SIXTH CAUSE OF ACTION

Declaratory Relief (Code of Civil Procedure section 1060)

(Against All Defendants)

124. Plaintiff incorporates by reference paragraphs 1 through 123 as though fully set forth herein.

125. An actual and present controversy exists between Plaintiff, on the one hand, and Defendants, on the other, concerning the validity and enforceability of the contingency fee

agreements used by Defendants in connection with personal injury matters arising outside California.

126. Plaintiff contends that such agreements are void, voidable, illegal, unenforceable, or otherwise ineffective to the extent they purport to authorize Defendants to collect contingency attorney's fees for legal services performed in jurisdictions where Defendants were not licensed to practice law, and where Defendants failed to disclose that material fact.

127. Defendants, by contrast, contend or will contend that their agreements are valid and enforceable and that they were entitled to charge and retain the fees deducted from Plaintiff's and class members' recoveries.

128. A judicial declaration is necessary and appropriate at this time so that the parties may ascertain their respective rights and obligations.

129. Plaintiff therefore seeks a declaration that Defendants' contingency fee agreements are void, voidable, or unenforceable, in whole or in part, to the extent they relate to legal services performed in jurisdictions where Defendants were not licensed to practice law and failed to disclose that material fact to clients.

PRAYER FOR RELIEF

Wherefore, Plaintiff prays for judgment against Defendants as follows:

1. For an order certifying this action as a class action;
2. For appointment of Plaintiff as class representative;
3. For appointment of Plaintiff's counsel as class counsel;
4. For restitution and disgorgement of attorney's fees and other monies wrongfully obtained by Defendants;
5. For compensatory damages according to proof;
6. For punitive damages according to proof;
7. For injunctive relief prohibiting the complained-of practices;

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

8. For a declaration that Defendants' contingency fee agreements are void, voidable, or unenforceable to the extent alleged herein;
9. For pre-judgment and post-judgment interest as permitted by law;
10. For attorneys' fees and costs where authorized by law;
11. For such other and further relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: March 11, 2026

BEDFORD LAW GROUP, A Professional Law Corporation

By: ______________________________

Shawn Azizzadeh, Esq.
Attorneys for Plaintiff and the Putative Class

BEDFORD LAW GROUP, A PC
10960 WILSHIRE BLVD., SUITE 750
LOS ANGELES, CA 90024

<u>EXHIBIT “A”</u>

<u>TO PLAINTIFF’S CLASS ACTION COMPLAINT</u>

FILED

3/5/2026

STATE BAR COURT
CLERK'S OFFICE
LOS ANGELES

ys

STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL
GEORGE S. CARDONA, No. 135439
CHIEF TRIAL COUNSEL
CHRISTOPHER G. JAGARD, No. 191147
DEPUTY CHIEF TRIAL COUNSEL
DUNCAN CARLING, No. 262387
ASSISTANT CHIEF TRIAL COUNSEL
ANAND KUMAR, No. 261592
TRIAL COUNSEL
ERIC HA, No. 317506
TRIAL COUNSEL
anand.kumar@calbar.ca.gov
845 South Figueroa Street
Los Angeles, California 90017-2515
Telephone: (213) 765-1714

Public Matter

THE STATE BAR COURT

HEARING DEPARTMENT - LOS ANGELES

In the Matter of: SALAR HENDIZADEH, State Bar No. 291027, An Attorney of the State Bar	Case No. SBC-26-O-30254 NOTICE OF DISCIPLINARY CHARGES (OCTC Case Nos. 25-O-28413, 25-O-30215)

NOTICE - FAILURE TO RESPOND!

IF YOU FAIL TO FILE A WRITTEN ANSWER TO THIS NOTICE WITHIN 20 DAYS AFTER SERVICE, OR IF YOU FAIL TO APPEAR AT THE STATE BAR COURT TRIAL:

(1) YOUR DEFAULT WILL BE ENTERED;
(2) YOUR STATUS WILL BE CHANGED TO INACTIVE AND YOU WILL NOT BE PERMITTED TO PRACTICE LAW;
(3) YOU WILL NOT BE PERMITTED TO PARTICIPATE FURTHER IN THESE PROCEEDINGS UNLESS YOU MAKE A TIMELY MOTION AND THE DEFAULT IS SET ASIDE; AND,
(4) YOU SHALL BE SUBJECT TO ADDITIONAL DISCIPLINE. SPECIFICALLY, IF YOU FAIL TO TIMELY MOVE TO SET ASIDE OR VACATE YOUR DEFAULT, THIS COURT WILL ENTER AN ORDER RECOMMENDING YOUR DISBARMENT AND MAY RECOMMEND THE IMPOSITION OF MONETARY SANCTIONS WITHOUT FURTHER HEARING OR PROCEEDING. (SEE RULES PROC. OF STATE BAR, RULES 5.80 ET SEQ. & 5.137.)

The State Bar of California alleges:

JURISDICTION

1. Salar Hendizadeh ("respondent") was admitted to the practice of law in the State of California on August 10, 2013. Respondent currently is, and at all times relevant to these charges was, a licensed attorney of the State Bar of California.

GENERAL BACKGROUND FACTS

Formation of DTLA, Duties of Respondent-Partners

2. On or about August 10, 2013, respondent, along with attorneys Farid Yaghoubtil ("Yaghoubtil") and Daniel Azizi ("Azizi"), cousins, founded the personal injury law firm, Downtown LA Law Group LLP ("DTLA"), in which respondent, Yaghoubtil, and Azizi (collectively, "respondent-partners") were the principal partners. Under the supervision of respondent-partners, DTLA became a high volume personal injury law practice in downtown Los Angeles with over 200+ staff, and 40+ attorneys.

3. Since its inception, respondent-partners operated DTLA jointly and severally for profit and shared in the administration of the firm—including being co-signatories on the DTLA client trust accounts ("DTLA CTAs") and operating accounts and handling client disputes and refunds—until in or about September 2025, when respondent left DTLA. In particular, since on or about January 26, 2018, after Yaghoubtil and Azizi opened the account, through the present, DTLA has maintained a CTA at California Bank & Trust, account number xxxxxx-3253 ("DTLA CTA 3253"), which typically contained a balance between approximately $3 million to $30 million. Respondent was a signatory on DTLA CTA 3253 from on or about November 2, 2021, through on or about September 9, 2025. From on or about December 11, 2023 through the present, Amy Gomez, a non-attorney staff member of DTLA, has been a signatory on DTLA CTA 3253.

4. Respondent-partners divided responsibilities for managing day-to-day DTLA operations such that respondent and Yaghoubtil were primarily responsible for the pre-litigation phases of DTLA cases (that is, marketing, client intake, and pre-litigation settlement), while Azizi was responsible for supervising the litigation attorneys and non-attorney staff in DTLA's litigation

department, including distributing client funds from the DTLA CTAs. Client disputes and complaints were typically resolved by Yaghoubtil and respondent.

Prior 2017 State Bar Complaints and Investigations against Respondent-Partners

5. Between on or about February 8, 2016, and on or about January 19, 2017, as a result of a prior State Bar complaint that resulted in a January 19, 2017, public reproval of Azizi for failure to appropriately supervise DTLA non-attorney staff and timely prosecute a client's claims, respondent-partners implemented and caused DTLA to implement a new calendaring method that was claimed to improve, address, and cure shortcomings with monitoring the activities of DTLA paralegals.

6. On or about October 13, 2017, the State Bar received another client complaint against respondent that resulted in the State Bar sending respondent an April 2, 2018 warning letter reminding respondent of his obligation to ensure that DTLA non-attorney staff were appropriately supervised.

DTLA's Multi-Jurisdictional Law Practice, Websites, & Advertising

7. Beginning on or about December 7, 2017, and continuing through in or about September 2025, respondent-partners—though only licensed to practice law in California—practiced law using the DTLA firm name, and other business names, including Union Injury Law Firm ("Union"), Normandie Law Firm ("Normandie"), and Lone Star Injury Law Firm ("Lone Star"), not only in California, but also in other jurisdictions—including but not limited to Texas, Florida, Maryland, Arizona, Iowa, Michigan, Virginia, and Tennessee – in which none of the respondent-partners were licensed or otherwise authorized to practice law.

8. Beginning on or about December 7, 2017, and continuing through in or about September 2025, respondent-partners, operating under the DTLA or Lone Star firm name, entered into and caused DTLA staff to enter into fee agreements for the provision of legal services with 40-45 Texas clients regarding claims for damages arising from conduct occurring in Texas, including but not limited to the following:

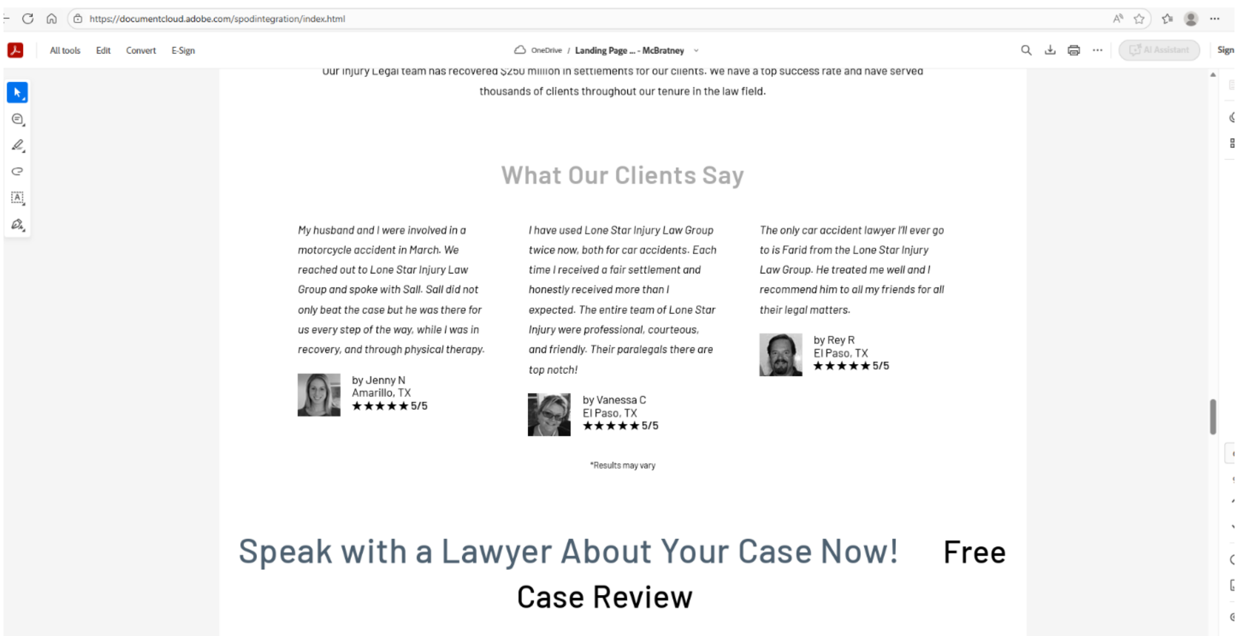
Client name	Hire Date	Jurisdiction	Result
Rosa Rios	12/7/2017	Texas	Settlement-$70,000
Stanley Jo Davis	10/24/2022	Texas	Settlement-$7,500
Karla Figueroa de la fe	Post-1/27/2023	Texas	Settlement-$19,063.82
Kevin Goodman	Post-11/18/2022	Texas	Settlement-$100,000
Karen Goodman	Post-11/18/2022	Texas	Settlement-$100,000
Logan Goodman	Post-11/18/2022	Texas	Settlement-$5,000
Addison Goodman	Post-11/18/2022	Texas	Settlement-$5,000
Jamarkas Holland	Post-5/9/2022	Texas	Settlement-$50,000

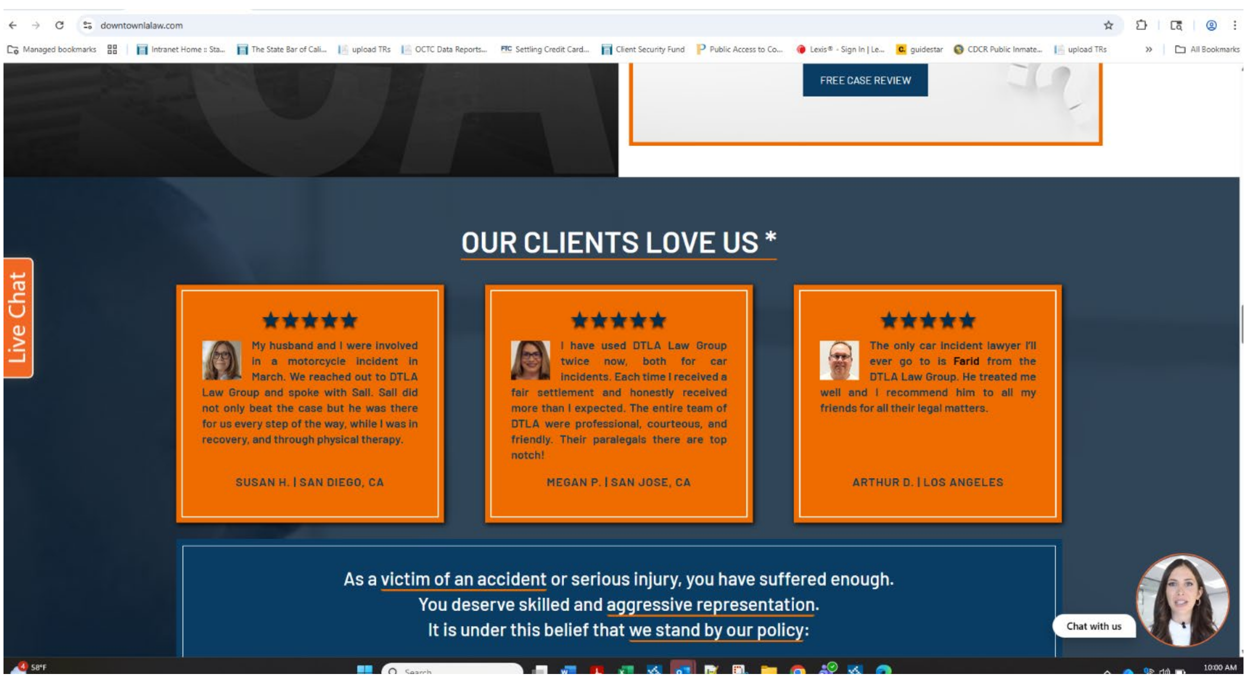
9. On or about December 24, 2019, respondent-partners, as the principal owners, registered in Texas as a Texas Domestic Limited-Liability Company, "Texas 26, LLC," which owned the El Paso, Texas offices located at 4600 Alabama Street, El Paso, TX 79930, and 4733 Maxwell Avenue, El Paso, TX 79904. These addresses were listed by respondent-partners on the websites used by Union, Normandie, and Lone Star as the offices being used to operate respondent-partners' law practice in El Paso. On the Normandie website, respondent-partners listed multiple office locations throughout Texas, including in Austin, Houston, San Antonio, Dallas, El Paso, Loredo, and Corpus Christi. In fact, no physical Texas law office actually ever existed for the firm, and respondent-partners were never physically present in the state of Texas; instead all DTLA employees were based in California before one DTLA case manager, non-attorney staff member Lucero Olivares, was assigned by respondent-partners to the Texas DTLA offices.

10. During the course of marketing and advertising to Texas clients, respondent-partners advertised both DTLA and Lone Star, as "Texas's #1 Injury Law Firm." with "Over $350 million recovered" with 100+ years of combined experience," and "over 30+ years of experience and knowledge." Respondent-partners also used various social media platforms to market and advertise Lone Star, with Yaghoubtil's photo on the Lone Star Facebook page.

11. On the DTLA and Lone Star websites, respondent-partners advertised their clients' satisfaction with their legal services in California and Texas using duplicate identical client testimonials purporting to be from different clients depending on the jurisdiction to which the website advertisement was addressed. For example, as set forth in the screenshots below: (a) the

Lone Star website contained client testimonials from three purported Texas clients, "Jenny N." in Amarillo and "Vanessa C." and "Rey R" in El Paso, about legal services provided to the clients by Lone Star, including "Farid from the Lone Star Injury Group"; and (b) the DTLA website contained identical client testimonials from three purported California clients, "Susan H. from San Diego, "Megan P." from San Jose, and "Arthur D." from Los Angeles, about legal services provided to the clients by DTLA, including "Farid from the DTLA Law Group."





DTLA's Texas Clients

12. From in or about April 2018 to on or about January 25, 2022, former DTLA staff attorney Darren McBratney, who was licensed in both California and Texas, worked at DTLA as a staff litigation attorney in its Los Angeles office. As a litigation attorney at DTLA, McBratney had limited to no access to Texas client files until a case was assigned to him by the litigation coordinator.

13. On or about October 20, 2017, prior to McBratney's employment at DTLA, respondent-partners caused the execution of a fee agreement for retention of DTLA for the provision of legal services with a Texas client—Rosa Rios – relating to damages incurred as the result of events occurring in Texas.

14. During McBratney's tenure at DTLA, respondent-partners caused three DTLA attorneys who were only licensed to practice law in California—Igor Fradkin, John Rofael, Patrick Khalil—to be assigned to Texas client matters and to practice law in Texas with respect to these client matters without first obtaining associated local counsel, including but not limited to the matters on which DTLA had been retained by the following Texas clients: i) Krishonda Kenney (represented by Khalil); ii) Kelly Rushing (represented by Fradkin), and iii) Rodney Warren (represented by Rofael).

15. After McBratney's departure from DTLA employment on or about January 25, 2022, respondent-partners continued to solicit Texas clients and practice law in Texas client matters, including causing fee agreements to be executed on DTLA letterhead with the following Texas clients relating to legal representation to recover damages arising from events occurring in Texas:

i) client Stanley Jo Davis on or about October 24, 2022;

ii) client Karla Figueroa de la fe after a January 27, 2023, injury;

iii) clients Karen, Kevin, Logan, and Addison Goodman after a November 18, 2022 accident in Krum, Texas; and

iv) client Jamarkas Holland after a May 9, 2022 accident in El Paso, Texas.

Respondent-Partners' Failure to Cease & Desist Using McBratney's Law License and Photo on DTLA / Lone Star Website to Practice Law in Texas

16. After McBratney's departure from DTLA employment on or about January 25, 2022, McBratney requested multiple times in writing that respondent-partners cease and desist using his name and law license to practice law in Texas.

17. Between in or about February 2022 and on or about March 8, 2022, several months after McBratney left DTLA employment, he received an email from an opposing counsel in a DTLA Texas-client matter, *Alma Centeno, an Individual v. 7-Eleven, Inc., a Texas corporation*, indicating counsel had not heard from any DTLA attorneys during the representation and wanted to execute the settlement release to settle the filed matter, which had been pending in Texas District Court (case no. 21-O—9750-467) since the case was filed on October 29, 2021, under McBratney's name, by DTLA. McBratney forwarded the request to respondent-partners for them to resolve the issue, and requested that respondent-partners provide McBratney with all client information for any Texas client matter filed under McBratney's name, such as the *Centeno* matter, so he could directly communicate with the clients and avoid any potential misconduct or State Bar complaints. Respondent-partners refused McBratney's request, declined to provide McBratney with the requested client contact information, and instead assured McBratney that DTLA would "fix the issues." In or about March 2022, Yaghoubtil stated in writing to McBratney that DTLA would remove McBratney's name and photo from the website.

18. On or about April 20, 2022, McBratney received a notice from the clerk of a Harris County, Texas District Court, in another DTLA Texas-client matter, *Amber Hayes v. Melissa Jojica* (case no. 20208774), indicating the client matter was dismissed for lack of prosecution. McBratney forwarded the notice to Azizi for resolution and renewed his request for the client contact information so he could inform the clients and ensure no prejudice occurred to their rights. Azizi failed to provide the requested client list or client contact information.

19. On or about June 1, 2023, without respondent-partners having taken any action to remove McBratney from their website, McBratney's subsequent employer, Karns & Karns, LLP, sent a Cease and Desist letter to DTLA for its continued improper use of McBratney's name and

license for marketing and solicitation purposes on their website, amongst other allegations of misconduct. Through October 2025, more than 44 months after Yaghoubtil initially stated in writing in or about March 2022 that he would remove McBratney's name and photo from the website, and 28 months after DTLA receiving McBratney's June 1, 2023, cease and desist letter, McBratney's photo still actively remained on the Lone Star website, until it was subsequently removed during the course of the State Bar's investigation.

DTLA's Other Out-of-State Clients Between August 2019 and September 2025

20. Beginning on or about August 2, 2019, and continuing through in or about September 2025, respondent-partners caused DTLA non-attorney staff—including but not limited to Graham Berche, Marlene Perez, Marlen Juarez, Lucero Olivares, Ann Lucero, Jennifer Valencia, Michelle Lopez, Jean Carlo Garcia, and Mireya Espinoza (collectively, "DTLA staff")—to i) use DTLA letterhead to enter into fee agreements with clients for the retention of DTLA and respondent-partners for provision of legal services, ii) use DTLA letterhead to engage in pre-litigation and settlement communications with clients and third parties, including sending client demand letters to insurers and opposing counsel threatening litigation, and disbursement sheets to clients; and (iii) charge and collect on behalf of clients contingency attorney fees, consisting of a 40% pre-litigation contingency attorney fee and a 45% post-litigation contingency attorney fee, all without screening clients for where the client resided or where the client's injury occurred and prior to the retention of any identified local counsel, with the result that respondent-partners, operating under the DTLA firm name, represented clients in multiple legal matters in jurisdictions in which none of the respondent-partners was licensed or otherwise authorized to practice law, including the following:

Client name	**Hire Date**	**Jurisdiction**	**Result**
Obioha Nwaogu	8/2/2019	Florida	Settlement-$40,000
Taryn Morrison	5/25/2022	Maryland	Client terminated DTLA
Bre Morrison	5/25/2022	Maryland	Settlement-$11,000
Jonanthan Bowman	10/18/2021	Arizona	Settlement-$650,000
Cortell Franklin	2/16/2023	Arizona	Client Dropped
Danny Jensen	12/29/2021	Iowa	Client Dropped (wrong defendant named)
Rosana Almansour	8/7/2020	Michigan	Client Dropped (local counsel unavailable)
Michael Banks	10/30/2022	Tennessee	Statute of Limitations Expired

James A. Moore	10/21/2022	Virginia	Client Dropped (local counsel unavailable)
Nelson Chu	7/17/2023	Virginia	Client Dropped (local counsel unavailable)

Florida—Obioha Nwaogu client matter

21. On or about August 2, 2019, respondent-partners caused to be executed with client Obioha Nwaogu, a Colorado resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Nwaogu in a personal injury matter stemming from injuries Nwaogu sustained on or about August 1, 2019, in an Uber in Tampa, Florida. At all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Nwaogu was only under Florida law. None of respondent-partners was licensed to practice law in Florida, and at no time did any local Florida counsel perform any legal services for Nwaogu in pursuing or settling his claims. Respondent-partners' representation of Nwaogu included the following:

a. On or about August 8, 2019, DTLA non-attorney staff member Nancy Guerrero confirmed by phone with Nwaogu that the accident occurred in Florida.
b. On or about August 8, 2019, Yaghoubtil signed and caused a letter written on DTLA letterhead to be sent to the Tampa Police Department requesting a police report, which held Yaghoubtil out as an attorney entitled to practice law in Florida and stated, in pertinent part, "Our firm has been retained to represent the interests of Obioha Nwaogu with regards to the above-referenced incident."
c. On or about August 26, 2019, Yaghoubtil instructed DTLA non-attorney staff to send out a letter of representation on Nwaogu's behalf.
d. On or about June 12, 2020, Yaghoubtil instructed DTLA non-attorney staff to send a demand letter on Nwaogu's behalf to the insurer for the defendant.
e. On or about June 16, 2020, Yaghoubtil caused DTLA non-attorney staff member Alexandra Morales to send Liberty Mutual Insurance a demand letter on DTLA letterhead requesting the policy limits with Yaghoubtil identified as the attorney for Nwaogu.

f. On or about July 8, 2020, respondent-partners caused a second demand letter to be sent to Progressive Insurance on Nwaogu's behalf seeking $80,000 in settlement funds as compensation for his injuries signed by DTLA non-attorney staff Alexandra Morales on behalf of Yaghoubtil. The letter contained a detailed recitation of the facts, including stating Florida as the place where Nwaogu's injury occurred.

g. Between on or about June 25, 2020, and on or about July 20, 2020, respondent-partners settled or caused to be settled Nwaogu's personal injury claims for a total of $40,000 without the necessity of filing a lawsuit. Specifically, on or about July 27, 2020, respondent electronically signed a complete settlement release with the client's signature on the release, and caused for the release to be sent and executed on Nwaogu's behalf with the insurance carrier.

h. Between on or about July 6, 2020, and on or about November 3, 2020, respondent-partners received and caused to be deposited in DTLA CTA 3253 on behalf of Nwaogu two settlement fund checks totalling $40,000.

i. On or about November 3, 2020, Azizi issued or caused to be issued five DTLA CTA 3253 checks, including check number 10693 for $13,421.33 to DTLA (which included DTLA's legal fees [$13,320] and costs [$101.33]) and check number 10697 for $24,110.99 to Nwaogu. Each of the checks contained Azizi's signature as DTLA CTA 3253 signatory.

Maryland—Taryn & Bre Morrison client matters

22. On or about May 25, 2022, respondent-partners caused to be executed with clients Taryn Morrison and her minor daughter, Bre Morrison, both non-California residents, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent each of them in their respective personal injury matters stemming from injuries they sustained on or about May 5, 2022, in a Lyft near Baltimore, Maryland. Respondent-partners took over the Morrisons' cases from another Maryland firm, and at all relevant times, respondent-partners

knew that the Morrisons' inujuries occurred in Maryland, any legal relief respondent-partners could have obtained for the Morrisons was only under Maryland law, and the claims would be litigated in the Maryland courts. None of respondent-partners was licensed to practice law in Maryland and, except as specified below, at no time after respondent-partners took over representation did any local Maryland counsel perform any legal services for the Morrisons in pursuing or settling their claims. Respondent-partners' representation of the Morrisons included the following:

a. DTLA staff and Yaghoubtil advised Taryn that her case was worth a $1 million recovery, the policy limits, and she was encouraged to pursue high interest litigation loans through Liberty Legal Funding LLC (resulting in a $5,668.30 third party lender litigation loan to Taryn) and receive litigation advances from DTLA against her potential settlement.

b. Between on or about June 13, 2022, and on or about July 14, 2025, respondent signed or caused his signature to be simulated on seven different medical liens with various medical providers, including Dr. Greg Khounganian, a Los Angeles-based spinal surgeon, on or about November 15, 2022, with whom respondent-partners arranged for Taryn to receive medical treatment by flying from Maryland to Los Angeles to visit with Dr. Khounganian, who subsequently attempted to charge Taryn $103,951.31 for a surgery and treatment, and another $197,045 for having the surgery performed at Dr. Khounganian's medical center (Avanguard Surgery Center).

c. On or about November 4, 2022, Yaghoubtil arranged for execution of a Non-Recourse Purchase and Sale Agreement ("Liberty pre-settlement loan") between Taryn, DTLA, and Liberty Legal Funding, LLC, by executing i) a letter of instruction as Taryn's attorney; and ii) an Attorney Certification and Undertaking to affirm the loan transaction also as her attorney. At no time did any of the respondent-partners obtain the Morrisons' informed written consent through a waiver as to the terms and conditions of the business transaction and any potential conflict created by the loan agreement.

d. Between on or about November 22, 2023, and on or about September 5, 2023, DTLA non-attorney staff member Graham Bersche sent multiple demand letters to insurers seeking to negotiate a settlement of the Morrisons' claims; these letters did not result in settlement.

e. On or about October 10, 2023, Yaghoubtil electronically signed a demand letter on DTLA letterhead and sent or caused to be sent the demand letter with his electronic signature to Matt Poling at Progressive Insurance making an offer to request the policy limit of $1 million in exchange for settlement of the Morrisons' claims. The letter described the accident and stated that it took place in Maryland. The settlement offer was rejected.

f. On or about November 7, 2023, Progressive sent a counteroffer letter to Yaghoubtil offering to resolve Bre's claim for $10,000 and Taryn's claim for $108,750. No agreement was reached.

g. By in or about early February 2024, respondent-partners had failed to negotiate any settlement on behalf of the Morrisons. On or about February 6, 2024, less than three months before the statute of limitations was set to expire and for the first time since taking on representation approximately 20-months earlier, respondent-partners retained or caused to be retained a local Maryland-licensed counsel, the Maryland-based law firm Greenblatt & Veliev, LLC (hereinafter "Maryland local counsel"), through two separate referral fee agreements for Taryn and Bre Morrison, which bore Yaghoubtil's electronic signature and provided that 90% of the attorney's fees collected would go to DTLA and 10% of the attorney's fees collected would go to Maryland local counsel prior to trial.

h. On or about April 7, 2024, respondent-partners assigned DTLA staff attorney Igor Fradkin to file a Plaintiff's Mediation Brief on behalf of the Morrisons in Maryland Superior Court in anticipation of an April 8, 2024 mediation. Fradkin was not licensed to practice law in Maryland at the time but filed or caused to be filed a mediation brief that contained a DTLA caption with Fradkin and Azizi as the only listed attorneys for the Morrisons and no local Maryland counsel identified. The brief bore Fradkin's electronic signature.

i. On or about April 8, 2024, at the mediation regarding the Morrisons' claims, Fradkin was the only attorney who appeared on behalf of the Morrisons, without any local Maryland counsel present on behalf of the Morrisons, before the mediator and counsel for Lyft. As a result of the mediation, Fradkin negotiated a proposed settlement to settle Bre's personal injury claims for $11,000, but the parties were unable to resolve Taryn's claims. At no time did Fradkin inform the mediator or opposing counsel he was not licensed to practice law in Maryland and had not yet obtained pro hac vice status in Maryland.

j. On or about April 9, 2024, Fradkin sent an email to Maryland counsel and various DTLA non-attorney staff, which stated, "Good Morning, We settled Bre Morrison (minor's) case in mediation yesterday but still need to file on Taryn. Thank you."

k. On or about April 10, 2024, respondent-partners received or caused to be received by DTLA a $11,000 settlement check on Bre's behalf. Thereafter, DTLA and respondent-partners were required to timely negotiate Bre's medical liens before distributing settlement funds to the client and lienholders, which they failed to do, resulting in Taryn Morrison being sent to collections for non-payment of her daughter's medical bills by DTLA.

l. On or about May 2, 2024, Maryland local counsel filed a lawsuit on behalf of Taryn in *Taryn Morrison v. Jose Zuniga*, Circuit Court for Baltimore County, Maryland Case No.: C-03-CV-24-001611, alleging various causes of action against Lyft.

m. On or about September 24, 2024, Fradkin applied for pro hac vice status so he could be associated as co-counsel in the case, which was granted on or about September 27, 2024.

n. On or about March 17, 2025, Azizi signed and issued DTLA CTA 3253 check number 51956 in the amount of $2,791.81 to DTLA from Bre's settlement recovery as DTLA's attorney's fees and costs.

o. In or about June 2025, DTLA, through Fradkin and Maryland counsel, obtained a settlement offer from Progressive for $160,000, but due to the significant medical bills totalling approximately $397,000, Taryn determined settlement on those terms would result in no net settlement recovery for her, so she declined the offer and attempted to negotiate DTLA's legal fees before ultimately terminating DTLA's employment on or about June 27, 2025 through an email to Yaghoubtil. In her email, Taryn contested DTLA's entitlement to any attorney's fees based on their lack of eligibility to practice law in Maryland and lack of perceived value, and requested Yaghoubtil to provide any liens DTLA was seeking to assert so she could account for them before finalizing the settlement on her own.

p. Between on or about June 27, 2025, and on or about July 7, 2025, Yaghoubtil exchanged multiple emails with Taryn about DTLA's attorney's fees and indicated his continued assertion of a lien which he stated he would seek to recover by way of arbitration.

q. On or about August 18, 2025, Fradkin filed a Motion to Withdraw on the basis of irreconcilable differences of opinion and potential conflict of interest, which was granted.

Arizona—Jonathan Bowman Jr. client matter

23. On or about October 18, 2021, respondent-partners caused to be executed with client Jonathan Bowman Jr. ("Bowman"), an Arizona resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Bowman in a personal injury matter stemming from injuries Bowman sustained on or about September 17, 2021, in Arizona. Due to the applicable statute of limitations, any complaint to be filed on Bowman's behalf needed to be filed by no later than on or about September 17, 2024. At all relevant times, respondent-partners

knew that any legal relief respondent-partners could have obtained for Bowman was only under Arizona law. None of respondent-partners was licensed to practice law in Arizona, and at no time did any local Arizona counsel perform any legal services for Bowman in pursuing or settling his claims. Respondent-partners' representation of Bowman included the following:

a. Between on or about July 9, 2024, and on or about November 4, 2024, respondent-partners caused DTLA non-attorney staff members Ace Rodriguez, Marita Celestino, and Gaudy Magana to correspond with medical providers, including Dr. Gregory Patchen, regarding unpaid medical bills for treatment rendered to Bowman.

b. On or about September 17, 2024, respondent-partners caused Bowman's case to settle for a total of $650,000, which included $103,050 in attorney's fees and $5,958.13 costs charged and collected by DTLA through DTLA CTA 3253 check number 48151 issued by Azizi on or about September 20, 2024. Between on or about September 20, 2024, and on or about September 23, 2024, Azizi also issued or caused to be issued 16 additional checks from DTLA CTA 3253, including CTA check number 48161 to Bowman in the amount of $346,530.38. Each of the checks contained Azizi's signature as the DTLA CTA 3253 signatory.

c. After Bowman's claim settled, between on or about October 21, 2024, and on or about November 4, 2024, a dispute arose between Dr. Patchen and DTLA over Dr. Patchen's unpaid medical bills, for which he sought payment, and DTLA non-attorney staff corresponded with Dr. Patchen via email as follows:

    i. On or about October 21, 2024, Dr. Patchen and/or his staff sent a letter via email to DTLA threatening to report DTLA to the Arizona State Bar for allegedly failing to pay an unpaid lien, because Patchen was under the impression that respondent-partners were licensed to practice law in Arizona.

    ii. On or about November 4, 2024, Dr. Patchen's staff sent another email to DTLA non-attorney staff members Magana and Celestino, copying

Bowman, requesting payment and indicating that in the absence of payment, Dr. Patchen would pursue other remedies.

d. On or about December 12, 2024, having received no payment from DTLA for the unpaid medical bills, Dr. Patchen submitted a California State Bar complaint against respondent-partners.

Arizona—Cortell Franklin client matter

24. On or about February 16, 2023, respondent-partners caused to be executed with client Cortell Franklin, a California resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Franklin in a personal injury matter stemming from injuries Franklin sustained at a Chevron gas station in Arizona. A Nicaragua-based DTLA non-attorney staff member, Nubia Torres, prepared and sent Franklin the DTLA fee agreement. At the time of retention, Franklin verbally communicated to DTLA his challenges finding an Arizona-licensed attorney to represent him on his claim. At all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Franklin was only under Arizona law. None of respondent-partners was licensed to practice law in Arizona, and at no time while DTLA represented Franklin did any local Arizona counsel perform any legal services for Franklin. Respondent-partners' representation of Franklin included the following:

a. Between on or about February 22, 2023, and on or about February 28, 2023, DTLA non-attorney staff member Jennifer Valencia sent two demand letters to Chevron Corporation, in Phoenix, AZ, and Speedsmart gas station, in Mesa, AZ, on DTLA letterhead requesting preservation of all evidence on behalf of Franklin as DTLA's client, and stating that any failure to provide the requested insurance information to Valencia forthwith, would result in DTLA being "forced to pursue your business directly via litigation." The letters identified the location of the injury suffered by Franklin as 2402 E. Washington St., Phoenix, AZ 85034.

b. On or about February 28, 2023, Valencia received an email back from Chevron stating the gas station was independently owned and operated and doing business under the name Speedsmart 120 Inc. Chevron gave Valencia the name and Arizona address of the Speedsmart 120 Inc. registered agent.

c. On or about August 9, 2023, Hendizadeh executed a medical lien in Franklin's case.

d. During the course of the representation, Franklin's case was neither settled nor filed by DTLA attorneys, resulting in a breakdown of the attorney-client relationship on or about August 23, 2023, at which time Franklin was dropped by DTLA as a client.

e. On or about August 24, 2023, DTLA non-attorney staff member April Castenda entered a note in the Franklin case actvity log stating in part, "I told the client treatment adds value, but he is saying that is delaying his case and we wrong for slowing it down."

Iowa—Danny Jeremiah Jensen client matter

25. On or about December 29, 2021, respondent-partners caused to be executed with client Danny Jeremiah Jensen, a California resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Jensen in a personal injury matter stemming from injuries Jensen sustained on or about December 15, 2021, at a Quality Inn in Fort Dodge, Iowa. Due to the applicable statute of limitations, any complaint to be filed on Jensen's behalf needed to be filed by no later than on or about December 14, 2023. At all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Jensen was only under Iowa law. None of respondent-partners was licensed to practice law in Iowa, and, except as specified below, at no time did any local Iowa counsel perform any legal services for Jensen in pursuing or settling his claims. Respondent-partners' representation of Jensen included the following:

a. Between on or about January 17, 2022, and on or about June 30, 2023, respondent-partners caused DTLA non-attorney staff members Marlene Perez and Jessie Alejandre to send evidentiary demand and preservation letters to Quality

Inn. Both letters included language threatening litigation: "*Should you fail to provide insurance information to our office forthwith, we will be forced to pursue your business directly via litigation.*"

b. Between on or about January 24, 2022, and on or about July 19, 2023, respondent-partners executed medical liens on behalf of Jensen with medical providers, including two liens signed by respondent.

c. By on or about October 17, 2023, respondent-partners had failed to negotiate any settlement on behalf of Jensen.

d. On or about October 19, 2023, less than two months before the statute of limitations was set to expire and for the first time in the case, respondent-partners caused a local Iowa-licensed counsel (Timm Reid) to be retained through a referral fee agreement and consent form, which contained Yaghoubtil's electronic signature and provided that 90% of the attorney's fees collected would go to DTLA and 10% of the attorney's fees collected would be distributed to Reid. Under DTLA's arrangement with Reid, all pleadings to be filed after the initial complaint/petition and pro hac vice application were to be filed by DTLA attorneys, including Igor Fradkin, who was assigned by DTLA to litigate the Jensen client matter.

e. On or about December 12, 2023, Reid filed a petition on behalf of Jensen in Iowa District Court, case no. LACV323040, alleging various causes of action against Quality Inn.

f. On or about January 5, 2024, Reid filed a pro hac vice application for DTLA attorney Igor Fradkin to be associated as co-counsel in the case.

g. Defendants filed a Motion to Dismiss for failure to name and serve the correct defendant in the original petition on Jensen's behalf prior to expiration of the statute of limitations.

h. While representing Jensen, Fradkin issued a subpoena for evidence, but failed to have it correctly served.

i. On or about July 23, 2024, Jensen fell off a ladder, suffering severe injuries requiring hospitlization and surgery on both feet, of which he promptly advised DTLA.

j. On or about August 20, 2024, while Jensen was in the hospital, Fradkin filed a Motion to Withdraw as counsel in the Iowa case relating to Jensen's Quality Inn injuries, citing a breakdown in the attorney-client relationship. The Motion to Withdraw was granted. Thereafter, Jensen's case was dismissed and he was left to litigate the remainder of the proceedings without any relief having been obtained by DTLA.

Michigan—Rosana Almansour client matter

26. On or about August 7, 2020, respondent-partners caused to be executed with client Rosana Almansour, a California resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Almansour in a personal injury matter stemming from injuries Almansour sustained on or about January 4, 2020, at a Rite Aid drug store in Sterling Heights, Michigan. Due to the applicable statute of limitations, any complaint to be filed on Almansour's behalf needed to be filed by no later than on or about January 3, 2023. At all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Almansour was only under Michigan law. None of respondent-partners was licensed to practice law in Michigan, and, except as specified below, at no time did any local Michigan counsel perform any legal services for Almansour in pursuing or settling his claims. Respondent-partners' representation of Almansour included the following:

a. Between on or about March 18, 2022, and on or about April 19, 2022, DTLA non-attorney staff member Averi Dunn sent multiple demand letters to Rite Aid, stating a settlement demand of $600,000, citing various California statutes for legal authority, and threatening to proceed with litigation. Notwithstanding the settlement demands, no settlement was reached by DTLA on Almansour's behalf.

b. Despite having represented Almansour since on or about August 7, 2020, as of on or about July 29, 2022, respondent-partners had failed to obtain a settlement or cause any lawsuit to be filed by local counsel on Almansour's behalf. As a result of the delay, and knowing time was of the essence given the pendency of the Michigan statute of limitations, on or about July 29, 2022, Almansour terminated representation by DTLA and respondent-partners, and independently located and retained local Michigan counsel to provide legal services related to Almansour's Rite Aid case. On or about August 22, 2022, Almansour's newly retained local Michigan counsel filed her complaint against RiteAid; the lawsuit ultimately resulted in no recovery for Almansour due to RiteAid's bankruptcy in or about October 2023.

c. On or about August 16, 2022, despite having no role in locating or retaining subsequent counsel for Almansour, Yaghoubtil sent multiple text messages to Almansour requesting a referral fee for the local Michigan counsel that Almansour had located and retained, including one that stated: "Why would you tell the lawyers to not pay us a referral fee? That makes no sense. Alhamdulilah you found someone. But why not let us get the referral fee? Very sad. Have a nice night."

Tennessee—Michael Banks client matter

27. On or about October 30, 2022, respondent-partners caused to be executed with client Michael Banks, a Tennessee resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Banks in a personal injury matter stemming from injuries Banks sustained on or about June 13, 2022, at a Hertz rental car location in Nashville, Tennessee. The fee agreement listed respondent and Azizi as Banks's attorneys. Due to the applicable statute of limitations, any complaint to be filed on Banks's behalf needed to be filed by no later than on or about June 13, 2023. At all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Banks was only under Tennessee law. None of

respondent-partners was licensed to practice law in Tennessee, and, except as specified below, at no time did any local Tennessee counsel perform any legal services for Banks in pursuing or settling his claims. Respondent-partners' representation of Banks included the following:

a. On or about April 14, 2023, concerned about the status of his case and the impending expiration of Tennessee's one-year statute of limitations for personal injury lawsuits, on June 13, 2023, Banks called DTLA to inquire about the status of his case. Despite the inquiry, respondent-partners failed to cause any settlement to be reached or lawsuit to be filed by any local counsel within the applicable one-year statute of limitations period, which resulted in Banks's claims against Hertz being time-barred.

b. After the statute of limitations had already expired, between on or about July 11, 2023, and on or about September 26, 2023, DTLA non-attorney staff member Graham Bersche attempted to negotiate a settlement on Banks's behalf and sent two settlement demand letters to the opposing party demanding $250,000. These letters were unsuccessful in obtaining any recovery for Banks.

c. On or about September 29, 2023, respondent spoke with Banks, informed him that DTLA had failed to obtain any settlement or cause any lawsuit to be filed by any local counsel within the applicable one-year statute of limitations period, and offered to pay for all of Banks's pending medical bills and a year of physical therapy as a form of restitution.

d. Banks sued DTLA for malpractice in the Fifth District Court for Davidson County, Tennessee. DTLA filed a motion to dismiss, attached to which was an affidavit from Yaghoubtil in which Yaghoubtil acknowledged that DTLA was retained by Banks and that no DTLA attorney was authorized to practice law in Tennessee.

Virginia—James Moore client matter

28. On or about October 21, 2022, respondent-partners caused to be executed with client James A. Moore, a Virginia resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Moore in a personal injury matter stemming from injuries Moore sustained on or about June 12, 2022, as a resident in his Virginia apartment where the chandelier and ceiling fell on Moore while moving. At all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Moore was only under Virginia law. None of respondent-partners was licensed to practice law in Virginia, and, except as specified below, at no time did any local Virginia counsel perform any legal services for Moore in pursuing or settling his claims. Respondent-partners' representation of Moore included the following:

a. On or about April 28, 2023, DTLA non-attorney staff member Michelle Lopez sent a demand letter to Moore's landlord as the opposing party on DTLA letterhead demanding information and preservation of evidence and threatening to proceed with litigation.

b. Between on or about September 8, 2023, and on or about October 10, 2023, DTLA non-attorney staff member Jean Carlo Garcia attempted to procure potential local Virginia counsel Jonathan Halperin to accept representation of Moore's case. Halperin declined to accept representation in an email to Yaghoubtil on or about October 11, 2023. That same day, respondent-partners caused a letter to be sent to Moore advising him DTLA had terminated him as a client.

Virginia—Nelson Chu client matter

29. On or about July 17, 2023, respondent-partners caused to be executed with client Nelson Chu, a Virginia resident, a fee agreement on DTLA letterhead providing for a contingency fee of 40% of the total pre-trial recovery and 45% of the total post-trial recovery for respondent-partners to represent Chu in a personal injury matter stemming from injuries Moore

sustained on or about June 21, 2022, as a result of a slip and fall in Virginia. Chu verbally discussed the fact that his case involved a "Virginia" matter with DTLA staff, and at all relevant times, respondent-partners knew that any legal relief respondent-partners could have obtained for Chu was only under Virginia law. None of respondent-partners was licensed to practice law in Virginia, and, except as specified below, at no time did any local Virginia counsel perform any legal services for Chu in pursuing or settling his claims. Respondent-partners' representation of Chu included the following:

a. Between on or about July 25, 2023, and on or about August 10, 2023, DTLA non-attorney staff member Jennifer Valencia sent two demand letters to the opposing party on DTLA letterhead citing only California law in support of a demand for information and preservation of evidence, including a litigation hold; a threat to proceed with litigation; and suggestions of the potential for disciplinary action and criminal consequences.

b. During the course of representation, between on or about July 17, 2023, and on or about March 21, 2024, respondent-partners failed to cause any settlement to be reached or any lawsuit on Chu's behalf to be filed by any local Virginia counsel.

c. On or about March 21, 2024, respondent-partners caused a letter to be sent to Chu advising him that DTLA had terminated him as a client. Due to the delay in prosecution of his case by DTLA, Chu was unable to procure any local Virginia counsel to represent him prior to the impending expiration of the Virginia statute of limitations for his claims.

COUNT ONE

OCTC Case No. 25-O-28413
Rules of Professional Conduct, rule 7.1(a)
[False, Deceptive, and Misleading Advertisements in Texas]

30. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

31. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, in willful violation of California Rules of Professional Conduct, rule 7.1(a), respondent made and caused to be made the following communications about DTLA's and respondent-partners' services that were false and misleading in that they contained material representations of facts and law and omitted facts necessary to make the communications considered as a whole not materially misleading, in that the communications created the misleading impression that DTLA, respondent-partners, and other DTLA attorneys were able to practice law in Texas and handle Texas personal injury cases when, in fact, as respondent knew at the time, this was not the case:

a. Fee agreements and legal correspondence using DTLA letterhead, executed and sent before, during, and after DTLA's employment of Darren McBratney, who was licensed to practice law in Texas, including fee agreements and legal correspondence using DTLA letterhead in the following Texas client matters:

Client name	**Hire Date**	**Jurisdiction**	**Result**
Rosa Rios	12/7/2017	Texas	Settlement-$70,000
Stanley Jo Davis	10/24/2022	Texas	Settlement-$7,500
Karla Figueroa de la fe	Post-1/27/2023	Texas	Settlement-$19,063.82
Kevin Goodman	Post-11/18/2022	Texas	Settlement-$100,000
Karen Goodman	Post-11/18/2022	Texas	Settlement-$100,000
Logan Goodman	Post-11/18/2022	Texas	Settlement-$5,000
Addison Goodman	Post-11/18/2022	Texas	Settlement-$5,000
Jamarkas Holland	Post-5/9/2022	Texas	Settlement-$50,000

b. Representations made on the DTLA, Lone Star, and Normandie websites, including those described in paragraphs 9 through 11 above.

COUNT TWO

OCTC Case No. 25-O-28413
Business and Professions Code section 6106
[Moral Turpitude – Misrepresentations to Texas Clients]

32. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

33. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, respondent made and caused to be made the following communications about DTLA's and respondent-partners' services that were false and misleading in that they contained material representations of facts and law and omitted facts necessary to make the communications considered as a whole not materially misleading, in that the communications created the misleading impression that DTLA, respondent-partners, and other DTLA attorneys were able to practice law in Texas and handle Texas personal injury cases when, in fact, as respondent knew at the time, this was not the case:

a. Fee agreements and legal correspondence using DTLA letterhead, executed and sent before, during, and after DTLA's employment of Darren McBratney, who was licensed to practice law in Texas, including fee agreements and legal correspondence using DTLA letterhead in the following Texas client matters:

Client name	**Hire Date**	**Jurisdiction**	**Result**
Rosa Rios	12/7/2017	Texas	Settlement-$70,000
Stanley Jo Davis	10/24/2022	Texas	Settlement-$7,500
Karla Figueroa de la fe	Post-1/27/2023	Texas	Settlement-$19,063.82
Kevin Goodman	Post-11/18/2022	Texas	Settlement-$100,000
Karen Goodman	Post-11/18/2022	Texas	Settlement-$100,000
Logan Goodman	Post-11/18/2022	Texas	Settlement-$5,000
Addison Goodman	Post-11/18/2022	Texas	Settlement-$5,000
Jamarkas Holland	Post-5/9/2022	Texas	Settlement-$50,000

b. Representations made on the DTLA, Lone Star, and Normandie websites, including those described in paragraphs 9 through 11 above.

34. By making false and misleading representations as alleged in paragraph 33 above, respondent intentionally committed acts involving moral turpitude, dishonesty, and corruption, in willful violation of Business and Professions Code section 6106.

35. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with making intentional misrepresentations. However, should the evidence at trial demonstrate that respondent made misrepresentations as a result of gross negligence, respondent must still be found culpable of violating section 6106 because misrepresentation through gross negligence is a lesser included offense of intentional misrepresentation.

COUNT THREE

OCTC Case No. 25-O-28413
Rules of Professional Conduct, Rule 5.5(a)(1) and (2)
[Unauthorized Practice of Law in Other Jurisdiction - Texas]

36. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

37. Texas Penal Code section 38.122(a) [Falsely Holding Oneself Out as a Lawyer], provides: "A person commits an offense if, with intent to obtain an economic benefit for himself or herself, the person holds himself or herself out as a lawyer, unless he or she is currently licensed to practice law in this state, another state, or a foreign country and is in good standing with the State Bar of Texas and the state bar or licensing authority of any and all other states and foreign countries where licensed."

38. Texas Penal Code section 38.123 [Unauthorized Practice of Law], provides: "A person commits an offense if, with intent to obtain an economic benefit for himself or herself, the person: (1) contracts with any person to represent that person with regard to personal causes of action for property damages or personal injury; (2) advises any person as to the person's rights and the advisability of making claims for personal injuries or property damage; (3) advises any person as to whether or not to accept an offered sum of money in settlement of claims for personal injuries or property damages; (4) enters into any contract with another person to represent that person in personal injury or property damage matters on a contingent fee basis

with an attempted assignment of a portion of the person's cause of action; or (5) enters into any contract with a third person which purports to grant the exclusive right to select and retain legal counsel to represent the individual in any legal proceeding," unless the person is "currently licensed to practice law in this state, another state, or a foreign country and in good standing with the State Bar of Texas and the state bar or licensing authority of any and all other states and foreign countries where licensed."

39. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, respondent willfully violated California Rules of Professional Responsibility, rule 5.5(a)(1), (2), by, in violation of regulations of the legal profession in Texas, including the regulations described in paragraphs 37 and 38 above, holding out and otherwise representing to the public that DTLA, respondent-partners, and other DTLA attorneys were authorized to practice law in Texas in connection with personal injury matters, and engaging in and knowingly assisting DTLA, the other respondent-partners, other DTLA attorneys, and DTLA non-attorney staff members in engaging in the unauthorized practice of law in Texas in personal injury matters in which DTLA and respondent-partners were retained by Texas clients, including the following 14 Texas client matters:

Client name	**Jurisdiction**
Alma Centeno	Texas
Stanley Jo Davis	Texas
Karla Figueroa de la fe	Texas
Kevin Goodman	Texas
Karen Goodman	Texas
Logan Goodman	Texas
Addison Goodman	Texas
Jamarkas Holland	Texas
Rosa Rios	Texas
Amber Monet Hayes	Texas
Jamine Perkins	Texas
Krishonda Kenney	Texas
Alexis Allain	Texas
Kelly Rushing	Texas

COUNT FOUR

OCTC Case No. 25-O-28413
Rules of Professional Conduct, rule 1.5(a)
[Illegal Fees - Texas]

40. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

41. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, respondent, in willful violation of California Rules of Professional Conduct, rule 1.5(a), made an agreement for, charged, and collected an illegal fee, and caused DTLA, the other respondent-partners, and DTLA non-attorney staff members to enter into an agreement for, charge, and collect an illegal fee, by entering and causing DTLA to enter into fee agreements for DTLA attorneys, including respondent-partners, to perform legal services in approximately 40-45 Texas client matters when the DTLA attorneys, including respondent-partners, were not licensed or otherwise authorized to practice law in Texas, and by charging and collecting, and causing DTLA to charge and collect, fees for legal services in some of those matters, including in the following eight Texas client matters, in which respondent-partners obtained a settlement with attorney's fees paid to and collected by respondent-partners from the opposing party that Azizi paid out to DTLA through checks he signed and issued from DTLA CTA 3253:

Client name	**Hire Date**	**Result**
Rosa Rios	12/7/2017	Settlement-$70,000; $11,363.01 in legal fees & costs collected
Stanley Jo Davis	10/24/2022	Settlement-$7,500; $3,506.42 in legal fees & costs collected
Karla Figueroa de la fe	Post-1/27/2023	Settlement-$19,063.82; $4,716.12 in legal fees & costs collected
Kevin Goodman	Post-11/18/2022	Settlement-$100,000; $40,175.70 in legal fees & costs collected
Karen Goodman	Post-11/18/2022	Settlement-$100,000; $40,363.75 in legal fees & costs collected
Logan Goodman	Post-11/18/2022	Settlement-$5,000; $1,613.75 in legal fees & costs collected
Addison Goodman	Post-11/18/2022	Settlement-$5,000; $1,000 in legal fees & costs collected
Jamarkas Holland	Post-5/9/2022	Settlement-$50,000; $15,501.42 in legal fees & costs collected

COUNT FIVE

OCTC Case No. 25-O-28413
Business and Professions Code section 6106
[Moral Turpitude - Unauthorized Practice of Law in Other Jurisdiction – Texas]

42. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

43. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, by engaging in and knowingly assisting DTLA, the other respondent-partners, other DTLA attorneys, and DTLA non-attorney staff members in engaging in the unauthorized practice of law in Texas as alleged in Count Four above, and by making agreements for, charging, and collecting illegal fees, and causing DTLA, the other respondent-partners, and DTLA non-attorney staff members to make agreements for, charge, and collect illegal fees for the unauthorized practice of law in Texas as alleged in Count Four above, respondent intentionally committed acts involving moral turpitude, dishonesty and corruption, in willful violation of Business and Professions Code section 6106.

44. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with intentionally committing acts involving moral turpitude, dishonesty, and corrupton. However, should the evidence at trial demonstrate that respondent committed such acts as a result of gross negligence, respondent must still be found culpable of violating section 6106 because the commission of acts involving moral turpitude, dishonesty, and corruption through gross negligence is a lesser included offense of the intentional commission of such acts.

COUNT SIX

OCTC Case No. 25-O-28413
Business and Professions Code section 6106
[Moral Turpitude – Intentional, Bad Faith Misuse of McBratney's
Name and Texas Law License]

45. The General Background Facts alleged in paragraph 1 through 29 above are incorporated herein by reference.

46. Beginning on or about January 25, 2022, when McBratney left his employment with DTLA, and continuing through in or about September 2025 when respondent left his employment with DTLA, respondent, acting in concert with the other respondent-partners, without permission and contrary to the directions of McBratney:

a. continued to use McBratney's name and eligibility to practice law in Texas to further unauthorized practice of law in Texas by respondent, the other respondent-partners, and other DTLA attorneys and non-attorney staff members, including unauthorized practice of law in Texas in connection with DTLA Texas clients Alma Centeno, Stanley Jo Davis, Karla Figueroa de la fe, Kevin and Karen Goodman, and Jamarkas Holland;

b. failed to timely remove McBratney's name and photo from the DTLA and Lone Star websites, perpetuating the false and misleading representation that McBratney, a Texas licensed attorney, remained employed by and available to provide legal services in Texas on behalf of DTLA and Lone Star;

c. failed to provide McBratney with all client information for any DTLA Texas client matter filed under McBratney's name, as requested by McBratney in or about February through April 2022, depriving McBratney of the ability to take any corrective action to avoid prejudice to the clients' interests;

d. failed to adhere to McBratney's requests that DTLA contact the clients for any DTLA client matter filed under McBratney's name and take appropriate corrective action to rectify any potential lapse in communication or performance in their cases; and

e. failed to comply with a June 1, 2023, letter sent by McBratney's new law firm employer directing DTLA to cease and desist its continued improper use of McBratney's name and license for marketing and solicitation purposes on their website.

47. By engaging in the conduct described in paragraph 46 above, respondent intentionally committed acts involving moral turpitude, dishonesty, and corruption, in willful violation of Business and Professions Code section 6106.

48. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with intentionally committing acts of moral turpitude, dishonesty, and corrupton. However, should the evidence at trial demonstrate that respondent committed such acts as a result of gross negligence, respondent must still be found culpable of violating section 6106 because the commission of acts involving moral turpitude, dishonesty, and corruption through gross negligence is a lesser included offense of the intentional commission of such acts.

<u>COUNT SEVEN</u>

OCTC Case No. 25-O-30215
Rules of Professional Conduct, Rule 5.5(a)(1) and (b)(2)
[Unauthorized Practice of Law in Other Jurisdiction – Florida, Maryland, Arizona, Iowa, Michigan, Tennessee, Virginia]

49. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

50. The following regulations in the following states make it unlawful for individuls not licensed or otherwise authorized to practice law in that state to hold themselves out as licensed or otherwise authorized to practice law in that state or to engage in the unauthorized practice of law in that state:

a. **Arizona**: Arizona Rules of Professional Conduct, rule 5.5(a) and (b); Rules of Arizona Supreme Court, rules 31.2(a) and (b));

b. **Florida**: Florida Rules of Professional Conduct, rules 4.5(a) and (b); Florida Penal Code section 454.23;

c. **Iowa**: Iowa Rules of Professional Conduct, rules 32:5.5(a-c);

d. **Maryland**: Maryland Rules of Professional Conduct, rules 19-305.5(a) and (b)(2); Maryland Business Occupations and Professions Code, sections 10-206, 10-601, 10-606;

e. **Michigan**: Michigan Compiled Laws, section 600.916;

f. **Tennessee**: Tennesee Rules of Professional Conduct, rules 23-3-101(3), 23-3-103(a), and 23-3-108(a); and

g. **Virginia:** Virginia Code, sections 54.1-3900 – 54.1-3904.

51. Beginning on or about August 2, 2019, and continuing through in or about September 2025 when he left his employment with DTLA, respondent willfully violated California Rules of Professional Responsibility, rule 5.5(a)(1), (2), by, in violation of regulations of the legal profession in Arizona, Florida, Iowa, Maryland, Michigan, Tennessee, and Virginia, including the regulations described in paragraph 50 above, holding out and otherwise representing to the public that DTLA, respondent-partners, and other DTLA attorneys were authorized to practice law in those states in connection with personal injury matters, and engaging in and knowingly assisting DTLA, the other respondent partners, other DTLA attorneys, and DTLA non-attorney staff members in engaging in the unauthorized practice of law in those states in personal injury matters in which DTLA and respondent-partners were retained by clients in those states, including the following clients:

Client name	**Hire Date**	**Jurisdiction**	**Result**
Obioha Nwaogu	8/2/2019	Florida	Settlement-$40,000; Illegal Fees - $13,020
Taryn Morrison	5/25/2022	Maryland	Client terminated DTLA; fees requested
Bre Morrison	5/25/2022	Maryland	Settlement-$11,000; Illegal Fees - $2,791.81
Jonanthan Bowman	10/18/2021	Arizona	Settlement-$650,000; Illegal Fees-$103,050
Cortell Franklin	2/16/2023	Arizona	Client Dropped
Danny Jensen	12/29/2021	Iowa	Client Dropped (wrong defendant named)
Rosana Almansour	8/7/2020	Michigan	Client Dropped (local counsel unavailable)
Michael Banks	10/30/2022	Tennessee	Statute of Limitations Expired
James A. Moore	10/21/2022	Virginia	Client Dropped (local counsel unavailable)
Nelson Chu	7/17/2023	Virginia	Client Dropped (local counsel unavailable)

COUNT EIGHT

OCTC Case No. 25-O-30215
Rules of Professional Conduct, rule 1.5(a)
[Illegal Fees - Florida, Maryland, Arizona, Iowa, Michigan, Tennessee, and Virginia]

52. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

53. Beginning on or about August 2, 2019, and continuing through in or about September 2025 when he left his employment with DTLA, respondent, in willful violation of California Rules of Professional Conduct, rule 1.5(a), made an agreement for, charged, and collected an illegal fee, and caused DTLA, the other respondent-partners, and DTLA non-attorney staff members to make an agreement for, charge, and collect an illegal fee by entering into and causing DTLA to enter into fee agreements for DTLA attorneys, including respondent-partners, to perform legal services on behalf of the following clients in Florida, Maryland, Arizona, Iowa, Michigan, Tennesee, and Virginia, when the DTLA attorneys, including respondent-partners, were not licensed or otherwise authorized to practice law in those states, and by charging and collecting, and causing DTLA to charge and collect, from some of those clients, fees for legal services in those states through checks paid out to DTLA from DTLA CTA 3253 that were signed and issued by Azizi:

Client name	**Hire Date**	**Jurisdiction**	**Result**
Obioha Nwaogu	8/2/2019	Florida	Settlement-$40,000; Illegal Fees - $13,020
Taryn Morrison	5/25/2022	Maryland	Client terminated DTLA; fees requested
Bre Morrison	5/25/2022	Maryland	Settlement-$11,000; Illegal Fees - $2,791.81
Jonanthan Bowman	10/18/2021	Arizona	Settlement-$650,000; Illegal Fees-$103,050
Cortell Franklin	2/16/2023	Arizona	Client Dropped
Danny Jensen	12/29/2021	Iowa	Client Dropped (wrong defendant named)
Rosana Almansour	8/7/2020	Michigan	Client Dropped (local counsel unavailable)
Michael Banks	10/30/2022	Tennessee	Statute of Limitations Expired
James A. Moore	10/21/2022	Virginia	Client Dropped (local counsel unavailable)
Nelson Chu	7/17/2023	Virginia	Client Dropped (local counsel unavailable)

COUNT NINE

OCTC Case No. 25-O-30215
Business and Professions Code section 6106
[Moral Turpitude - Unauthorized Practice of Law in Other Jurisdictions – Florida, Maryland, Arizona, Iowa, Michigan, Tennessee, and Virginia]

54. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

55. Beginning on or about August 2, 2019, and continuing through in or about September 2025 when he left his employment with DTLA, by engaging in and knowingly assisting DTLA, the other respondent-partners, other DTLA attorneys, and DTLA non-attorney staff members in engaging in the unauthorized practice of law in Florida, Maryland, Arizona, Iowa, Michigan, Tennessee, and Virginia, as alleged in Count Seven above, and by making agreements for, charging, and collecting illegal fees, and causing DTLA, the other respondent-partners, and DTLA non-attorney staff members to make agreements for, charge, and collect illegal fees for the unauthorized practice of law in those states, as alleged in Count Eight above, respondent intentionally committed acts involving moral turpitude, dishonesty, and corruption, in willful violation of Business and Professions Code section 6106.

56. A violation of section 6106 may result from intentional conduct or grossly negligent conduct. Respondent is charged with intentionally committing acts involving moral turpitude, dishonesty, and corrupton. However, should the evidence at trial demonstrate that respondent committed such acts as a result of gross negligence, respondent must still be found culpable of violating section 6106 because the commission of acts involving moral turpitude, dishonesty, and corruption through gross negligence is a lesser included offense of the intentional commission of such acts.

COUNT TEN

OCTC Case Nos. 25-O-28413, 25-O-30215
Rules of Professional Conduct, Rule 5.1(a)
[Failure to Make Reasonable Efforts for Compliance]

57. The General Background Facts in paragraphs 1 through 29 above are incorporated herein by reference.

58. At all relevant times, as one of DTLA's managing and supervising partners along with Yaghoubtil and Azizi, respondent possessed managerial authority in DTLA.

59. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, respondent, in willful violation of California Rules of Professional Conduct, rule 5.1(a), failed to make reasonable efforts to ensure that DTLA had in effect measures giving reasonable assurance that all DTLA lawyers, including respondent-partners, comply with the provisions of the California Rules of Professional Conduct and the State Bar Act referenced in Counts One through Nine above, namely:

a. California Rule of Professional Conduct 1.5(a), which prohibits a lawyer from making an agreement for, charging, or collecting an illegal fee;
b. California Rule of Professional Conduct 5.5(a)(1) and (2), which prohibits a lawyer admitted to practice law in California from practicing law in a jurisdiction where to do so would be in violation of regulations of the profession in that jurisdiction and from knowingly assisting a person in the unauthorized practice of law in that jurisdiction;
c. California Rule of Professional Conduct 7.1(a), which prohibits a lawyer from making a false or misleading communication about the lawyer or the lawyer's services; and
d. Business and Professions Code section 6106, which prohibits a lawyer from committing an act involving moral turpitude, dishonesty, or corruption, including making material misrepresentations.

COUNT ELEVEN

OCTC Case Nos. 25-O-28413, 25-O-30215
Rules of Professional Conduct, Rule 5.3(a)
[Failure to Establish Policies and Procedures for Non-Lawyers]

60. The General Background Facts alleged in paragraphs 1 through 29 above are incorporated herein by reference.

61. At all relevant times, as one of DTLA's managing and supervising partners along with Yaghoubtil and Azizi, respondent possessed managerial authority in DTLA.

62. Beginning on or about December 7, 2017, and continuing through in or about September 2025 when he left his employment with DTLA, respondent, in willful violation of California Rules of Professional Conduct, rule 5.3(a), failed to make reasonable efforts to ensure that DTLA had in effect measures giving reasonable assurance that the conduct of DTLA non-attorney staff members was compatible with the professional obligations of DTLA lawyers under the provisions of the California Rules of Professional Conduct and the State Bar Act referenced in Counts One through Nine above, namely:

a. California Rule of Professional Conduct 1.5(a), which prohibits a lawyer from making an agreement for, charging, or collecting an illegal fee;
b. California Rule of Professional Conduct 5.5(a)(1) and (2), which prohibits a lawyer admitted to practice law in California from practicing law in a jurisdiction where to do so would be in violation of regulations of the profession in that jurisdiction and from knowingly assisting a person in the unauthorized practice of law in that jurisdiction;
c. California Rule of Professional Conduct 7.1(a), which prohibits a lawyer from making a false or misleading communication about the lawyer or the lawyer's services; and
d. Business and Professions Code section 6106, which prohibits a lawyer from committing an act involving moral turpitude, dishonesty, or corruption, including making material misrepresentations.

NOTICE - INACTIVE ENROLLMENT!

YOU ARE HEREBY FURTHER NOTIFIED THAT IF THE STATE BAR COURT FINDS, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6007(c), THAT YOUR CONDUCT POSES A SUBSTANTIAL THREAT OF HARM TO THE INTERESTS OF YOUR CLIENTS OR TO THE PUBLIC, YOU MAY BE INVOLUNTARILY ENROLLED AS AN INACTIVE ATTORNEY OF THE STATE BAR. YOUR INACTIVE ENROLLMENT WOULD BE IN ADDITION TO ANY DISCIPLINE RECOMMENDED BY THE COURT.

NOTICE - COST ASSESSMENT!

IN THE EVENT THESE PROCEDURES RESULT IN PUBLIC DISCIPLINE, YOU MAY BE SUBJECT TO THE PAYMENT OF COSTS INCURRED BY THE STATE BAR IN THE INVESTIGATION, HEARING AND REVIEW OF THIS MATTER PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.10.

NOTICE – MONETARY SANCTION!

IN THE EVENT THIS MATTER RESULTS IN ACTUAL SUSPENSION, DISBARMENT, OR RESIGNATION WITH CHARGES PENDING, YOU MAY BE SUBJECT TO THE PAYMENT OF A MONETARY SANCTION NOT TO EXCEED $5,000 FOR EACH VIOLATION, TO A MAXIMUM OF $50,000 PER DISCIPLINARY ORDER, PURSUANT TO BUSINESS AND PROFESSIONS CODE SECTION 6086.13. SEE RULE 5.137, RULES OF PROCEDURE OF THE STATE BAR OF CALIFORNIA.

Respectfully submitted,

THE STATE BAR OF CALIFORNIA
OFFICE OF CHIEF TRIAL COUNSEL

DATED: March 5, 2026 By: /s/ Anand Kumar
Anand Kumar
Trial Counsel

DATED: March 5, 2026 By: /s/ Eric Ha
Eric Ha
Trial Counsel

DECLARATION OF SERVICE BY U.S. CERTIFIED MAIL

CASE NUMBER: (OCTC Case Nos. 25-O-28413, 25-O-30215)

I, the undersigned, over the age of eighteen (18) years and not a party to the within action, whose business address and place of employment is the State Bar of California, 845 South Figueroa Street, Los Angeles, CA 90017; that I am readily familiar with the State Bar of California's practice for collection and processing of correspondence for mailing with the United States Postal Service; that in the ordinary course of the State Bar of California's practice, correspondence collected and processed by the State Bar of California would be deposited with the United States Postal Service that same day; that I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage meter date on the envelope or package is more than one day after date of deposit for mailing contained in the affidavit; and that in accordance with the practice of the State Bar of California for collection and processing of mail, I deposited or placed for collection and mailing in the City and County of Los Angeles, on the date shown below, a true copy of the within

NOTICE OF DISCIPLINARY CHARGES

in a sealed envelope placed for collection and mailing as certified mail, return receipt requested, Article No.: **9414 7266 9904 2228 1322 23**, at Los Angeles, on the date shown below, addressed to:

SALAR HENDIZADEH
DOWNTOWN LA LAW GROUP
612 S. Broadway
Los Angeles, California 90014-1807

Sent Courtesy Copy Via U.S. First-Class Mail to:

KEVIN PATRICK GERRY
711 N. Soledad Street
Santa Barbara, California 93103-2437

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed at Los Angeles, California, on the date shown below.

DATED: March 5, 2026

Signed: Kathi Palacios

Kathi Palacios
Declarant

<u>EXHIBIT "B"</u>

<u>TO PLAINTIFF'S CLASS ACTION COMPLAINT</u>

Downtown L.A. Law Group, LLP
601 North Vermont Avenue
Los Angeles, California 90004
Phone: (213) 389-3765
Facsimile: (877) 389-2775
www.DowntownLALaw.com

August 2, 2019

ATTORNEY-CLIENT CONTINGENCY FEE AGREEMENT

RE: ______________________

Obioha Nwaogu
______________________________,

NO RECOVERY=NO FEE

This letter will confirm our recent discussion in which the law firm of Downtown LA Law, at your request, agreed to represent you in the captioned matter. According to the contract, we have agreed to provide our services on a contingent fee basis. This means that we are willing to invest our time and services as described below for a percentage of the total amount of any money recovered.

Our services may include a review of applicable statutes, research of case law, interview and taking statement of witnesses, the taking of depositions, retaining the services of experts where necessary, and consultations with them, planning and preparation of exhibits if necessary, preparation of pleadings, court appearances, negotiations with insurance adjusters and opposing counsel, correspondence, and meetings and telephone conversations with you. You further understand that this agreement is confidential and that no part of this agreement or details of your case can be disclosed with any party.

If we settle the matter prior to filing suit, our fee will be Thirty-Three Point Three Percent (33.3%) of money recovered. If we settle the matter after filing suit, our fee will be Forty Percent (40%) of the total amount of money recovered. Should the case proceed to trial our fees will be Forty-Five Percent (45%) of the gross recovery. For diminution of value and loss of use the fees are Thirty-Three Point Three Percent (33.3%).

Out of pocket expenses directly attributable to your case as set forth in this letter agreement, and any other case expenses that may be attributable to your case, are not your responsibility, unless there is a monetary recovery on your behalf. If there is no monetary recovery, then you shall have no obligation to repay any of the out-of-pocket expenses directly attributable to your case.

In any event, out-of-pocket expenses directly attributable to your case are to be paid after attorney fees are deducted. These may include expenses for such things as investigative reports, medical reports, court costs, depositions, witness fees, and expert fees.

Downtown L.A. Law Group, LLP
601 North Vermont Avenue
Los Angeles, California 90004
Phone: (213) 389-3765
Facsimile: (877) 389-2775
www.DowntownLALaw.com

You have assured us that you are not presently represented by another attorney or law firm

Client agrees to never disparage or make any remarks about the attorney or law firm, without direct written consent.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THESE FEES ARE SUBJECT TO NEGOTIATION. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

DATED: August 2, 2019

DOWNTOWN L.A. LAW GROUP

X ______________________

Attorney at Law

X ______________________

Client Obioha Nwaogu

Downtown L.A. Law Group, LLP
601 North Vermont Avenue
Los Angeles, California 90004
Phone: (213) 389-3765
Facsimile: (877) 389-2775
www.DowntownLALaw.com

Permission to use Photograph

I grant Downtown LA Law Group and/or its representatives and employees the right to take photographs of me and my property in relation to their marketing campaigns. I authorize Downtown LA Law Group or its assignees and transferees to copyright, use and publish the same in print and/or electronically. I agree that Downtown LA Law Group may use such photographs of me with or without my name and for any lawful purpose, including for but not limited to publicity, illustration, advertising and Web Content.

I am at least 18 years of age and have read and understand the contents above:

Signature ____________________

Printed Name Obioha Nwaogu

Date Signed August 2, 2019

EXHIBIT “C”
TO PLAINTIFF’S CLASS ACTION COMPLAINT

Downtown L.A. Law Group, LLP
601 North Vermont Avenue
Los Angeles, California 90004
Phone: (213) 389-3765
Facsimile: (877) 389-2775
www.DowntownLALaw.com

ACKNOWLEDGEMENT OF UNDERSTANDING SETTLEMENT TERMS

I, **Obioha Nwaogu,** hereby acknowledge that I have read and been fully informed by my attorney Farid Yaghoubtil Esq., of Downtown L.A. Law Group LLP, of the terms and conditions of the settlement agreement between myself, **Liberty Mutual and Progressive.** With this in mind and having no questions, I am agreeing in full to each and every term and condition within this agreement. **Specifically, I agree to keep all terms of the settlement confidential at all times**.

I further agree that I alone am responsible for any State or Federal taxes which may be due as a result of this settlement and have been informed by Farid Yaghoubtil ESQ., and Downtown L.A. Law Group LLP, to contact an accountant or other tax specialist regarding the taxability of this settlement and hereby agree to contact an accountant or other tax specialist regarding the taxability of this settlement.

I further release my attorney, Farid Yaghoubtil Esq., and Downtown L.A. Law Group LLP, from any further obligations under the retainer agreement and/or law regarding the claim **Liberty Mutual and Progressive** and any other related parties.

ACKNOWLEDGEMENT OF RECEIPT OF SETTLEMENT FUNDS

I, **Obioha Nwaogu**, hereby acknowledge and agree that after reviewing the attorney distribution of funds portion of this Acknowledgement, I accept the below distribution of funds as all settlement money which I am entitled to under the terms and conditions of both the signed settlement agreement agreeing to settle my case, and my signed Attorney Retainer agreement.

TOTAL SETTLEMENT AMOUNT FOR THE CLAIM AGAINST BREMER, LIBERTY MUTUAL AND PROGRESSIVE AND ALL RELATED PARTIES

Downtown L. A. Law Group costs	$ 101.33	
Downtown L. A. Law Group fees	$13,320.00	33.3% Per Retainer Agreement
The Rawlings	$ 271.28	
BayCare health System Inc	$ 1,985.62	
Florida Orthopaedic Institute	$ 210.78	
Distribution to client	$24,110.99	
TOTAL SETTLEMENT AMOUNT	**$40,000.00**	

I, **Obioha Nwaogu**, understand that I am responsible for paying for any and all outstanding bills not listed above including but not limited to medical treatments and associated fees and costs, associated with my case. This agreement is not valid until it is fully executed by the attorney handling the matter. The rates set forth above are not set forth by law but are negotiable between an attorney and client. The retainer agreement previously executed by client shall incorporate this language and is set forth and is incorporated by reference at length into the previously executed retainer agreement as though fully set forth. This language may have been missing from your original retainer agreement and is part of the Business Professions Code 6147. As such it would make the current retainer agreement voidable. By executing this agreement you're ratifying the

Downtown L.A. Law Group, LLP
601 North Vermont Avenue
Los Angeles, California 90004
Phone: (213) 389-3765
Facsimile: (877) 389-2775
www.DowntownLALaw.com

original contingency fee agreement, which was originally executed. We have advised you of your right to seek the advice of independent counsel with respect to this issue. You have declined to do so.

UNDERSTOOD AND AGREED AS TO TERMS AND CONDITIONS AS SET FORTH ABOVE:

Date: ____________ BY obioha nwaogu
obioha nwaogu (Oct 28, 2020 17:46 CDT) ____________________
Obioha Nwaogu - DOL:8/1/19 Print Name

Date: ____________ BY: ____________________ ____________________
Farid Yaghoubtil, Esq. Print Name

I **Obioha Nwaogu**, have advised Downtown La Law of all the medical providers visited as a result of your injury claim dated 8/1/19. I have assured Downtown La Law that no other providers exist on my case for Injury date 8/1/19. I have reviewed the attached distribution agreement. I have reviewed this agreement in its entirety and made sure that all providers listed are accurate and no other providers exist.

We're not aware of any additional claims pending against your case By executing the distribution agreement I am indemnifying Downtown LA Law office for any claims against Me

UNDERSTOOD AND AGREED AS TO TERMS AND CONDITIONS AS SET FORTH ABOVE:

Date: ____________ BY obioha nwaogu
obioha nwaogu (Oct 28, 2020 17:46 CDT) ____________________
Obioha Nwaogu – DOL 8/1/19 Print Name

Date: ____________ BY: ____________________ ____________________
Farid Yaghoubtil, Esq. Print Name

I, **Obioha Nwaogu** have advised ***Downtown La Law*** that no additional loans were taken out on my case. It is understood that any loans that were taken out have been reflected on this document. Any loans that are not included will be my sole responsibility. I agree to indemnify Downtown L.A. Law Group and the handling attorney for any loans on this case. It is understood that Downtown L.A. Law Group will not be responsible for any loans not listed on this agreement.

UNDERSTOOD AND AGREED AS TO TERMS AND CONDITIONS AS SET FORTH ABOVE:

Date: ____________ BY obioha nwaogu
obioha nwaogu (Oct 28, 2020 17:46 CDT) ____________________
Obioha Nwaogu - DOL:8/1/19 Print Name

LAW GROUP

Downtown L.A. Law Group, LLP
601 North Vermont Avenue
Los Angeles, California 90004
Phone: (213) 389-3765
Facsimile: (877) 389-2775
www.DowntownLALaw.com

Date: ______________ BY: _________________________ ____________________________

Obioha Nwaogu DA

Final Audit Report 2020-10-28

Created:	2020-10-28
By:	Farid Yaghoubtil (info@downtownlalaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAtFU9upCIKKYK28zWsNzyFBWh-eE0flUH

"Obioha Nwaogu DA" History

Document created by Farid Yaghoubtil (info@downtownlalaw.com)
2020-10-28 - 9:51:56 PM GMT- IP address: 209.160.254.226

Document emailed to obioha nwaogu (obiohanwaogu@hotmail.com) for signature
2020-10-28 - 9:53:59 PM GMT

Email viewed by obioha nwaogu (obiohanwaogu@hotmail.com)
2020-10-28 - 9:56:06 PM GMT- IP address: 20.40.149.67

Document e-signed by obioha nwaogu (obiohanwaogu@hotmail.com)
Signature Date: 2020-10-28 - 10:46:50 PM GMT - Time Source: server- IP address: 102.89.2.194

Agreement completed.
2020-10-28 - 10:46:50 PM GMT