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Pierce Bainbridge Beck Price & Hecht LLP

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

PIERCE BAINBRIDGE BECK PRICE & HECHT LLP, a limited liability partnership,

Plaintiff,

v.

DONALD LEWIS, an individual,

Defendant.

Case No. 19STCV16890

COMPLAINT FOR:

1. **CIVIL EXTORTION**
2. **DEFAMATION**
3. **INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS**
4. **INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**
5. **NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE**

DEMAND FOR JURY TRIAL

Assigned for all purposes to the

Hon.:

Dept:

Plaintiff **PIERCE BAINBRIDGE BECK PRICE & HECHT LLP**, a limited liability partnership, for its Complaint against Defendant, **DONALD LEWIS**, an individual, alleges as follows:

PRELIMINARY STATEMENT

1. Defendant Donald Lewis ("Defendant" or "Lewis"), is a former partner of Plaintiff Pierce Bainbridge Beck Price & Hecht LLP ("Pierce Bainbridge," "Plaintiff" or "the Firm"), has extorted Plaintiff, repeatedly defamed and disparaged Plaintiff and its partners, and interfered and threatened to interfere with Plaintiff's contractual and business relationships since the Firm terminated him following his efforts to obstruct an internal investigation of credible allegations of sexual assault, harassment, and retaliation brought against him by an employee of the Firm.

2. In a transparent attempt to seek revenge for his termination and extort money from the Firm, Defendant has threatened to file a frivolous and defamatory complaint against the Firm, its partners, an associated employee, and the Firm's outside counsel (the "Defamatory Complaint") unless Plaintiff agrees to pay him $15 million in compensatory damages and $50 million of punitive damages notwithstanding that Defendant had only been associated with the Firm for approximately four months and made virtually no meaningful contribution to the Firm's development.

3. A draft version of the Defamatory Complaint is described herein and was used to threaten and extort Plaintiff. It is the version discussed throughout this filing. On May 15, 2019, Defendant filed a version of the Defamatory Complaint as an action on the online docket of the Supreme Court of the State of New York, County of New York. That version is attached hereto as Exhibit A. After it had been public for approximately an hour, Defendant then deleted the filing as a tactic, furthering his scheme to extort Plaintiff with its filing.

4. The Defamatory Complaint includes numerous false and disparaging statements about the Firm and its partners, including allegations of unethical and

dishonest business practices, some of which, if true, would amount to criminal activity. These defamatory allegations are wholly false and completely irrelevant to the wrongful termination and breach of contract claims asserted in the Defamatory Complaint.

5. The Defamatory Complaint further reveals sensitive and confidential information about Plaintiff's clients and the Firm's finances and procedures that would impact the Firm's business and clients' ongoing cases if publicly disclosed and severely harm certain of the Firm's contracts and business relationships. Like the defamatory statements, none of the confidential information included in the Defamatory Complaint serves any purpose relevant to the litigation.

6. Defendant circulated the draft Defamatory Complaint to numerous individuals associated with the Firm in an effort to harm the Firm's reputation, interfere with the Firm's business, and bolster his threats against the Firm. Defendant repeatedly threatened and continues to threaten to further defame the Firm by filing the Defamatory Complaint and otherwise spreading his lies to the greater legal community, the media and various government agencies. Defendant even admitted to one partner at the Firm that he intends to "ruin" the Firm unless he is paid millions of dollars. Defendant told this partner that he would include even more sensational manufactured statements prior to filing if Plaintiff does not give in to his demands.

7. The threatened complaint and Defendant's defamatory statements made outside of the context of litigation generally include frivolous, disingenuous, self-serving, and sensationalized allegations about the Firm that Defendant intends to use to create a public spectacle. Defendant's threats constitute blatant attempts to interfere with Plaintiff's contracts and business and extort and coerce Plaintiff and its partners to "settle" to avoid irreparable harm to the Firm in its early stage of development. Given the confidential and sensitive information Defendant threatens to reveal, as well as the entirely speculative and false allegations of

widespread unethical and illegal conduct by the Firm and its partners, much of which is explicitly alleged in the complaint as rooted in no personal knowledge whatsoever and peppered with colorful and outrageous language, the public filing of Defendant's Defamatory Complaint or the spreading of Defendant's lies in the media will result in irreparable harm to Plaintiff, for which Plaintiff is entitled to damages, but which cannot be remedied at law.

THE PARTIES

8. Plaintiff Pierce Bainbridge Beck Price & Hecht LLP is a California-based law firm that was founded in 2017. Pierce Bainbridge has grown rapidly since inception and now also has offices in New York, NY, Boston, MA, Washington, D.C., and Cleveland, OH and practices nationwide.

9. Defendant Donald Lewis is a resident of New York, NY. Defendant is a former partner of Pierce Bainbridge. As will be discussed below, the Firm terminated him on November 12, 2018 after he sought to obstruct an internal investigation following a complaint of alleged sexual assault and harassment filed against him by an employee of the Firm.

JURISDICTION AND VENUE

10. Jurisdiction is proper in the Superior Court of the State of California for the County of Los Angeles because it has general subject matter jurisdiction and no statutory exceptions to jurisdiction exist.

11. This Court has personal jurisdiction over Defendant, and the claims stated herein, because Defendant acted with the intent to cause effects and injuries within the State to a resident of Los Angeles County, California, placing his unlawful conduct within the jurisdictional boundaries of this Court pursuant to section 410.10 of the California Code of Civil Procedure.

12. Under California Code of Civil Procedure Section 395, venue in this Court is proper because Defendant does not reside in California and Plaintiff resides in Los Angeles County, California. Furthermore, venue is proper because

the injury complained about herein occurred and/or was otherwise sustained in Los Angeles County, California.

FACTUAL BACKGROUND

13. On or about June 15, 2018, Defendant began working at Pierce Bainbridge as a partner. Defendant had previously worked in another law firm as a litigation associate. He was also tangentially known to the Firm's Global Managing Partner because they were alumni of the same Harvard Law School Class.

14. Defendant came to the Firm with much fanfare, but immediately became a corrosive presence. He sowed discord by speaking ill of his colleagues and attempted to undermine their relationships.

15. During his tenure at the Firm, Defendant participated in efforts to engage litigation funders and develop contractual and business relationships between the Firm and those funders. In that role, he regularly worked with partners in the Los Angeles and Washington, D.C. offices. Upon information and belief, during his time at the Firm, Defendant never complained or expressed concern about the Firm's use of litigation funders or the Firm's business operations or finances.

A. Employee Reports Sexual Assault and Retaliation by Defendant

16. On or about October 4, 2018, as the Firm continued to grow, a Firm committee appointed Defendant to be assigning partner. As part of this position, Defendant was responsible for organizing case assignments for the Firm's associates and managing the Firm's administrative staff.

17. On this same date, a legal assistant at the Firm (the "Employee"), reported to the Firm's General Counsel and the Firm's managing paralegal that Defendant had engaged in a lewd sexual act in the office, sexually assaulted her, and then threated to retaliate against her if she reported the incident.

18. Specifically, the Employee alleged that on July 7, 2018, she witnessed Defendant masturbating in one of the glass-enclosed offices at the Firm's New York

office. When Defendant saw the Employee, he walked over to her with his pants open and his penis engorged and grabbed her breasts while continuing to masturbate. The Employee reported that she told Defendant to stop, but he did not. She pulled away from him and barricaded herself in a nearby bathroom until he left the office.

19. After the assault, the Employee reported that Defendant threatened to use his seniority and relationship with the Firm's Managing Partner to undermine the Employee's job security if she told anyone about the incident.

20. The Employee further reported that on July 20, 2018, she and Defendant were engaged in a text message exchange regarding the delivery of baseball tickets to Defendant's personal residence. Allegedly during the text message exchange, Defendant invited the Employee come inside his personal residence to take in the view from the rooftop of his apartment building. The Employee declined and instead asked Defendant to come outside his apartment building to pick up the tickets.

21. Based on Defendant's retaliatory comments, the Employee explained that she waited three months to report Defendant's conduct because she feared he would have her terminated. However, the Employee stated that when she learned Defendant was appointed to become her direct supervisor, she believed she had no choice but to report the July 7th incident to Firm management or suffer silently.

22. In response to the Employee's report, the Firm immediately placed Defendant on administrative leave. The Firm retained the law firm of Putney, Twombly, Hall and Hirson LLP ("Outside Counsel") to investigate the allegations. One of the conditions of administrative leave was that Defendant was not permitted to contact any member of the Firm, access the Firm's offices, or access the Firm's email, communications platform, or files.

23. On November 12, 2018, Defendant violated the terms of his administrative leave by sending multiple Pierce Bainbridge partners an email with

a letter disparaging and defaming certain of the Firm's partners and the Firm's business practices.

24. In the letter, Defendant also divulged personal information about the Employee. The letter stated that the Employee changed her name and Defendant provided the partners with the Employee's former name, which was not information the Employee discloses publicly.

25. The Employee changed her name due to severe domestic abuse she suffered in a prior unlicensed arranged marriage. In addition to changing her name, the Employee severed ties to her family, her abuser, and her abuser's family to protect her safety. Revealing the Employee's former name in a mass email exposed the Employee to a significant risk of physical and psychological harm.

26. The Firm immediately terminated Defendant because he violated the terms of his administrative leave, defamed and disparaged the Firm and certain partners, and revealed sensitive information about the Employee.

27. On November 30, 2018, Outside Counsel concluded their investigation into the Employee's allegations. Outside Counsel's report described the Employee's allegations as "credible" and found that Defendant's conduct constituted retaliation against the Employee and two of the Firm's partners.

B. Defendant Defames Plaintiff and Attempts to Extort Money from Plaintiff by Threatening to File a Frivolous Defamatory Lawsuit

28. Since being terminated, Defendant has continued to disparage and defame Plaintiff. He has also extorted Plaintiff by using the threat of negative publicity from a frivolous lawsuit filled with defamatory statements that are entirely unrelated to the underlying reasons for his termination to force the Firm pay him money.

29. On March 26, 2019, Defendant's attorney, Neal Brickman, emailed Plaintiff the draft Defamatory Complaint, consisting of a 113-page frivolous and disparaging complaint with exhibits and alleging 19 causes of action. In addition to

numerous false and disparaging statements about the Firm and its partnership, the Defamatory Complaint includes confidential client and business information as well as sensitive information about the Employee. Most of the information in the Defamatory Complaint does nothing to achieve the ostensible object of the litigation and is solely included to extort Plaintiff into providing Defendant millions of dollars to avoid the destruction of its business and contractual relationships.

30. Defendant sent the threatening draft Defamatory Complaint via email to some of the Firm's partners, an individual who does not work for the Firm, and the Firm's prior counsel, though it contains sensitive and confidential client and business information about the Firm, defames other partners and employees based on no personal knowledge and no investigation as to the truth of the statements, and reveals sensitive and identifying information about the Employee. Defendant's counsel stated that he intended to publish the confidential information and defamatory statements further and would "move forward with the immediate filing" of the Defamatory Complaint if Defendant did not receive "respect." The email further stated that that it would be "beneficial to everyone" to resolve the matter without litigating the "salacious and embarrassing claims" contained therein.

31. Among the many irrelevant and untrue allegations, the Defamatory Complaint currently makes the following outrageous claims:

a) The Firm is engaging is widespread illegal financial misconduct and criminal or unethical conduct, including lies, ethical rule violations, breaches of fiduciary duties, doctoring of evidence, making extortionist threats, and legal malpractice;

b) One of the Firm's partners struggles with substance abuse;

c) One of the Firm's partners has an undisclosed criminal history;

d) One of the partner's employees is mentally unstable;

e) Certain of the Firm's partners engaged in criminal conduct;

f) Certain of the Firm's partners engaged in unethical conduct; and

g) One of the Firm's partners is in a "dire" financial situation due to, among other things, alimony payments.

These allegations have no bearing on Defendant's causes of action for his wrongful termination and are included to give the impression that the Firm is mismanaged and reduce the public's and client's confidence in the Firm. Given the competitive legal market, the unfounded allegations could undermine the Firm's ability to retain existing clients or acquire new clients.

32. The Defamatory Complaint further makes numerous false assertions about the Firm's litigation funding relationships. These allegations are fabricated and intended to harm Plaintiff's business and financing relationships with litigation funders. Defendant is personally familiar with the nature of the Firm's relationships with funders and has concocted a fictitious narrative to destroy these relationships. Defendant's false narrative expressly contradicts his own actions and statements he made while working for the Firm and overseeing the litigation funding process.

33. The Defamatory Complaint also reveals sensitive and confidential client and business information throughout. This includes, among other things, information about the Firm's finances, internal management structure and organization, potential claims in a client's lawsuit, and the monetary value of certain client actions.

34. Again, in an effort to target Plaintiff's funding contracts specifically, Defendant includes numerous confidential details about Plaintiff's litigation financing arrangements in his draft complaint. This information includes the "non-recourse" nature of the loans Pierce Bainbridge receives from litigation funders, lists the names of the litigation funders and the Firm's views of their willingness to participate in the Firm's cases, provides valuations of certain litigation funding deals and the contingency cases relied upon as collateral for financing, and mischaracterizes the Firm's relationship and transparency with said funders.

35. Moreover, the Defamatory Complaint describes strategy, valuation, and methods related to specific Firm clients. Defendant learned this confidential client information in his role as an attorney at the Firm. Due to the Firm's one-tiered structure, partners have knowledge of facts regarding all non-screened matters, particularly regarding the larger contingency matters. The release of these impressions and statements would have a negative impact on these cases. Further, they appear to be either improperly based upon confidential information received while working at Pierce Bainbridge or based upon no personal knowledge whatsoever.

36. The Defamatory Complaint was sent to Plaintiff in a purported "settlement" attempt "to avoid the spectacle of a public litigation of these claims" which Defendant's counsel described as "salacious and embarrassing."

37. Far from a benign attempt at settlement, this overture to the Firm appears to be in furtherance of a scheme to either destroy the Firm or extort large, disproportionate sums of money from the Firm and its partners. Defendant purports to seek $15 million in compensatory damages and $50 million of punitive damages notwithstanding that Defendant had only been associated with the Firm for approximately four months and made virtually no meaningful contribution to the Firm's development. These figures grossly exceed Defendant's annual compensation or contribution to the Firm.

C. Defendant Expressly Threatens to Destroy Plaintiff's Business Relationships, Expose Plaintiff to a Government Investigation, and Defame Plaintiff in the Press

38. Although Plaintiff has made every effort to resolve the underlying employment-related dispute to which the Defamatory Complaint is purportedly and tangentially related, on or about April 24, 2019, Defendant again defamed Plaintiff and threatened one of Plaintiff's partners despite the ongoing negotiations between his and Plaintiff's counsel. At this time, Defendant made clear that he plans to

spread more false and disparaging statements about Plaintiff, whether in the context of filing a complaint or through the media, in an effort to destroy Plaintiff's relationships with its own partners, clients and litigation funders until the Firm is decimated.

39. On or about April 24, 2019, Defendant approached one of the Firm's partners (the "Partner") after a hockey game—both the Partner and Defendant play socially on the same team though Defendant had not attended any games since he was fired. Although the Partner expressed that he did not want to discuss the Defamatory Complaint or the Firm with Defendant, Defendant followed the Partner down a street for approximately 45 minutes insisting the Partner speak to him.

40. During this conversation, Defendant informed the Partner that if the Firm did not make a "real offer" of at least $3.5 million he would file the lawsuit and that it would be "worse" than the draft complaint he sent to the Firm. Defendant stated the draft complaint was "watered-down" compared to any complaint he would file. Defendant then made numerous defamatory statements to the Partner regarding the Firm and other partners at the Firm that are not yet included in the version of the Defamatory Complaint initially sent to the Firm. Defendant further threatened to release "pictures" he has of the Firm's Managing Partner.

41. Defendant also told the Partner multiple defamatory statements that are included in the current Defamatory Complaint regarding the Firm's litigation funding and accused the Firm of engaging in deceptive, fraudulent, and illegal business practices.

42. When the Partner directly asked Defendant how the defamatory statements or pictures of the Firm's managing partner relate to his employment claims against the Firm, Defendant was unable to provide a coherent explanation.

43. Defendant further told the Partner that he did not just plan to file a lawsuit. Rather, Defendant stated that he would share his defamatory statements

with everyone he knows, including every alumni of his Harvard law school class, the media and government organizations. Defendant even acknowledged that he plans to *ruin the Firm* if he does not receive millions of dollars. Defendant further commented that he would "lose weight" and "go on Oprah" to ensure his story received publicity.

44. In addition to his general threats against the Firm, Defendant specifically listed a litigation funder that has previously contracted with Pierce Bainbridge and alluded to the funder being engaged in a fraudulent scheme, which Defendant could not disclose. Upon information and belief, this is another strategy Defendant intends to use to destroy Plaintiff's contractual relations and ensure the Firm goes out of business.

45. Moreover, Defendant stated that his reports would lead to investigations of the Firm by the FTC and other government agencies.

46. Just three weeks after that encounter, Defendant took the affirmative threatened step of filing the Defamatory Complaint publicly.

FIRST CAUSE OF ACTION

(CIVIL EXTORTION)

(By Plaintiff against Defendant DONALD LEWIS)

47. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 46, above.

48. Defendant, with intent to extort money from Plaintiff, sent multiple emails to Plaintiff and other writings expressing and implying threats (1) to unlawfully injury Plaintiff and Plaintiff's property; (2) to accuse Plaintiff of crimes; and (3) to expose, or to impute to Plaintiff, disgrace and alleged crimes; and (4) to expose confidential information and business secrets affecting Plaintiff.

49. Defendant further made verbal threats to certain of Plaintiff's partners to extort money from the Firm, threatening to add ever-more salacious assertions of criminal activity, financial impropriety, and personal embarrassment to the

complaint he would file and make reports to the press and the government.

50. Defendant made the threats described above to extort money from Plaintiff, *i.e.* to obtain money from Plaintiff with his consent, induced by wrongful use of fear.

51. Defendant sought to extort a sum of $65 million on multiple occasions and $3.5 million on one occasion.

52. Defendant made specific threats in order to wrongfully generate fear in Plaintiff, including but not limited to threats:

a) to accuse Plaintiff of unethical and criminal conduct and cause a government investigation into Plaintiff;

b) to reveal Plaintiff's confidential business and proprietary information publicly;

c) to defame and disparage Plaintiff and its partners;

d) to expose and humiliate Plaintiff and its partners through false and/or secret personal information about Plaintiff's partners; and

e) to destroy Plaintiff's business and contractual relationships and ruin the Firm.

53. The extortion was the direct and proximate cause of harm to Plaintiff, including damaging its reputation amongst those who have viewed the current allegations and requiring Plaintiff to expend money and time in order to respond to Defendant's threats.

54. The extortion is wrongful in itself, regardless of whether Defendant received money from such attempts.

55. The foregoing acts of Defendant were not valid activities undertaken in furtherance of the right of freedom of speech, or protected by any privilege, and they are not entitled to constitutional protection as a matter of law.

56. Plaintiff has been harmed and will be irreparably harmed as a direct and proximate result of Defendant's actions if he is able to further carry out his

extortionate threats. Defendant has already taken an affirmative public step toward carrying out his threats by filing his Defamatory Complaint publicly.

57. As a direct and proximate result of the intentional acts described hereinabove, Plaintiff has been damaged in an amount to be proven at trial.

58. Defendant's outrageous conduct described herein was intentional, willful, malicious, and done with full knowledge of the distress, anxiety, shock, discomfort, and annoyance said conduct would cause to Plaintiff and its partners. Plaintiff is therefore entitled to exemplary and punitive damages in a sum which will be sufficient to punish and make an example of Defendant.

SECOND CAUSE OF ACTION

(DEFAMATION PER SE)

(By Plaintiff against Defendant DONALD LEWIS)

59. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 58, above.

60. In or about March and April 2019, Defendant published or caused to be published false and unprivileged statements about Plaintiff, including but not limited to the following:

a) The Firm is engaging is widespread illegal financial misconduct and criminal or unethical conduct, including lies, ethical rule violations, breaches of fiduciary duties, doctoring of evidence, making extortionist threats, and legal malpractice;

b) One of the Firm's partners struggles with substance abuse;

c) One of the Firm's partners has an undisclosed criminal history;

d) One of the partner's employees is mentally unstable;

e) Certain of the Firm's partners engaged in criminal conduct;

f) Certain of the Firm's partners engaged in unethical conduct; and

g) One of the Firm's partners is in a "dire" financial situation due to, among other things, alimony payments.

Quoting these particular statements in more detail herein would further damage Plaintiff. These statements impugn the Firm's and its partners' business and fitness for the legal profession.

61. On May 15, 2019, Defendant further published these defamatory statements publicly by filing them online as an action in the Supreme Court of the State of New York, County of New York.

62. The false and unprivileged statements were published or caused to be published by Defendant in written form to various third parties, including but not limited to certain of Plaintiff's partners, an individual who is not an employee of the Firm, and a former employee of the Firm, who each understood the statements to be about Pierce Bainbridge as the statements were made of, concerning and mentioning Pierce Bainbridge expressly. Defendant has also published these statements orally to one of the Firm's partners, and upon information and belief, to other non-Firm persons.

63. The statements are entirely false, unprivileged and defamatory because they have exposed and would continue to expose Plaintiff to hatred, contempt, ridicule or obloquy and have injured and will continue to injure the Firm in its occupation.

64. The defamatory statements included in the Defamatory Complaint are unrelated to the causes of action asserted therein and were maliciously made to defame and extort Plaintiff, not to achieve the object of the litigation.

65. The defamatory statements at issue injure the Firm in its business or trade by impugning the basic integrity of the business through statements which cast aspersions on the Firm and its partners' honesty.

66. The defamatory statements further accuse the Firm and its partners of criminal conduct.

67. Defendant knew the statements were false or made the statements with wanton disregard for the truth or falsity of the statements.

68. Plaintiff has been harmed and will be irreparably harmed as a direct and proximate result of Defendant's malicious actions if he is able to further defame Plaintiff.

69. Defendant's publication of false, unprivileged and defamatory statements to third parties has caused and will continue to cause harm to the property, business, trade, profession and occupation of the Firm and harm the Firm's reputation.

70. Defendant's statements by their very nature damage Plaintiff because they expose the Firm to hatred, contempt, ridicule or obloquy, have caused and will cause the Firm to be shunned or avoided, and have injured and will continue to injure the Firm in its occupation in an amount that cannot be quantified but is presumed under law.

THIRD CAUSE OF ACTION

(INTENTIONAL INTERFERENCE WITH CONTRACTUAL RELATIONS)

(By Plaintiff against Defendant DONALD LEWIS)

71. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 70, above.

72. As set forth herein, Pierce Bainbridge has existing contracts and business relationships with its clients, litigation funders, partners, and employees. Defendant has actual knowledge of such business relationships and contracts.

73. The Firm's relationships with clients are subject to attorney-client privilege. Further, Plaintiff's agreements with its funders expressly prohibit disclosure of any confidential information by Firm employees related to the financial arrangements between the Firm and the funders. The Defamatory Complaint violates the agreements in place during Defendant's tenure at the Firm. Further, disclosure interferes with relationships with clients and funders who would no longer trust the Firm's ability to maintain confidentiality over privileged information. The Firm cannot risk these relationships to further name its clients

and funders in a public filing or in public statements, as Defendant has done and intends to do.

74. By making the above-described misrepresentations, defamatory statements, and threats, all of which were without privilege or justification, Defendant unreasonably intended and still intends to interfere with the Firm's business relationships and contracts, and/or to induce third-parties to breach their contractual relationships with the Firm.

75. The acts, statements and threats of Defendant directly caused and/or will directly cause the disruption of the contractual relationships between Plaintiff and third parties. Such acts were unprivileged and malicious.

76. Plaintiff has been harmed and will be irreparably harmed as a result of Defendant's actions if he is able to further carry out his threatened interference with Plaintiff's contractual relationships. Defendant has already taken an affirmative public step toward carrying out his threats by filing his Defamatory Complaint publicly.

77. As a direct and proximate result of the intentional acts described hereinabove, Plaintiff has been and will be damaged in an amount to be proven at trial.

FOURTH CAUSE OF ACTION

(INTENTIONAL INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE)

(By Plaintiff against Defendant DONALD LEWIS)

78. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 77, above.

79. At the time when Defendant made the statements complained of herein, Defendant was aware that Plaintiff was generally engaged in a client services business and engaged litigation funders to raise financing for litigation.

80. Plaintiff reasonably anticipated and continues to anticipate that it will

continue its relationships with clients and litigation funders, and there is a reasonable probability of future economic benefit thereunder. Defendant knows of such reasonable expectations and intended and still intends to disrupt these relationships.

81. The Firm's relationships and prospective relationships with clients are subject to attorney-client privilege. Further, Plaintiff's agreements with its funders expressly prohibit disclosure of any confidential information by Firm employees related to the financial arrangements between the Firm and the funders. This also applies to agreements entered into for the purpose of discussing future funding relationships. Further, disclosure interferes with relationships with clients and funders who would no longer trust the Firm's ability to maintain confidentiality over privileged information. The Firm cannot risk these relationships to further name its clients and funders in a public filing or in public statements, as Defendant has done and intends to do.

82. By making the above-described misrepresentations, defamatory statements and threats, all of which were without privilege or justification, Defendant intended and still intends to unreasonably interfere with Plaintiff's above-described business relationships and prospective economic benefit. Defendant's intentionally tortious actions constitute independent wrongful conduct beyond the interference itself.

83. The acts, statements and threats of Defendant directly caused and/or will directly cause the disruption of business relationships between Plaintiff and third parties. Such acts were unprivileged and malicious.

84. Plaintiff has been harmed and will be irreparably harmed as result of Defendant's actions if he is able to further carry out his threatened interference with Plaintiff's business relationships. Defendant has already taken an affirmative public step toward carrying out his threats by filing his Defamatory Complaint publicly.

85. As a direct and proximate result of the intentional acts described hereinabove, Plaintiff has been and will be damaged in an amount to be proven at trial.

FIFTH CAUSE OF ACTION

(NEGLIGENT INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE)

(By Plaintiff against Defendant DONALD LEWIS)

86. Plaintiff repeats, realleges and incorporates by reference herein each and every allegation contained in Paragraphs 1 through 85, above.

87. At the time when Defendant made the statements complained of herein, Defendant was aware that Plaintiff was engaged in a client services business and engaged litigation funders to raise financing for litigation.

88. Plaintiff reasonably anticipated and continues to anticipate that it will continue its relationships with clients and litigation funders, and there is a reasonable probability of future economic benefit thereunder. Defendant knew of the existence of these relationships and was aware or should have been aware that if he did not act with due care, his actions would interfere with these relationships, causing Plaintiff to lose in whole or in part the probable future economic benefit or advantage of the relationships.

89. The Firm's relationships and prospective relationships with clients are subject to attorney-client privilege. Further, Plaintiff's agreements with its funders expressly prohibit disclosure of any confidential information by Firm employees related to the financial arrangements between the Firm and the funders. This also applies to agreements entered into for the purpose of discussing future funding relationships. Further, disclosure interferes with relationships with clients and funders who would no longer trust the Firm's ability to maintain confidentiality over privileged information. The Firm cannot risk these relationships to further name its clients and funders in a public filing or in public statements, as Defendant

has done and intends to do.

90. By making the above-described misrepresentations, defamatory statements, and threats, all of which were without privilege or justification, Defendant negligently and unreasonably interfered with Plaintiff's above-described business relationships and prospective economic benefit. Defendant's actions constitute independent wrongful conduct beyond the interference itself.

91. The acts, statements and threats of Defendant directly caused and/or will directly cause the disruption of business relationships between Plaintiff and third parties. Such acts were unprivileged and malicious.

92. Plaintiff has been harmed and will be irreparably harmed as a result of Defendant's actions if he is able to further carry out his threatened interference with Plaintiff's business relationships. Defendant has already taken an affirmative public step toward carrying out his threats by filing his Defamatory Complaint publicly.

93. As a direct and proximate result of the acts described hereinabove, Plaintiff has been and will be damaged in an amount to be proven at trial.

PRAYER FOR RELIEF

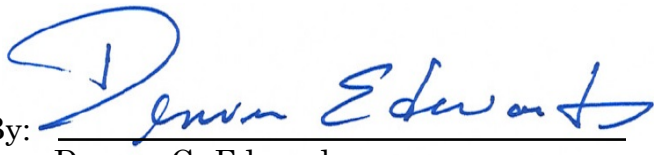
WHEREFORE, Plaintiff PIERCE BAINBRIDGE BECK PRICE & HECHT LLP prays for judgment against Defendant DONALD LEWIS as follows:

1. For injunctive relief against Defendant barring him from engaging in the conduct described herein or similar conduct in the future;
2. For general, special, and consequential damages according to proof;
3. For exemplary and punitive damages in an amount to be determined by the Court according to proof;
4. For an award of costs of suit and reasonable attorney's fees herein incurred; and
5. For any and all other relief the Court deems just and proper.

Dated: May 15, 2019

Respectfully submitted,

Pierce Bainbridge Beck Price & Hecht LLP

By: 

Denver G. Edwards

Attorneys for Plaintiff Pierce Bainbridge Beck Price & Hecht LLP

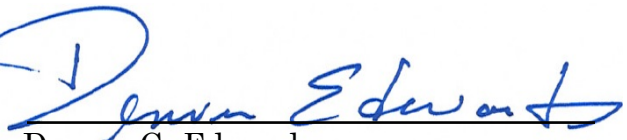
JURY TRIAL DEMAND

Plaintiff PIERCE BAINBRIDGE BECK PRICE & HECHT LLP hereby demands a trial by jury in the above-entitled action.

Dated: May 15, 2019

Respectfully submitted,

Pierce Bainbridge Beck Price & Hecht LLP

By: 

Denver G. Edwards

Attorneys for Plaintiff Pierce Bainbridge Beck Price & Hecht LLP

Exhibit A

Exhibit A

NEW YORK STATE SUPPREME COURT
COUNTY OF NEW YORK

DONALD LEWIS, *Plaintiff(s),* *-against-* PIERCE BAINBRIDGE BECK PRICE & HECHT LLP, JOHN MARK PIERCE, CAROLYNN KYUNGWON BECK, DAVID L. HECHT, JAMES DUDLEY BAINBRIDGE, MAXIM PRICE, AMMAN KHAN, ANDREW LORIN, CAROLINE POLISI, CHRIS LAVIGNE, CONOR MCDONOUGH, CRAIG BOLTON, DOUG CURRAN, ERIC CREIZMAN, JONATHAN SORKOWITZ, MELISSA MADRIGAL, MIKE POMERANTZ, PATRICK BRADFORD individually and as partners, PUTNEY, TWOMBLY, HALL & HIRSON LLP, MICHAEL YIM, individually and as a partner, and LAUREN SCHAEFER-GREEN, *Defendant(s).*	COMPLAINT Index No.

Plaintiff Donald Lewis, by and through his attorneys, The Law Offices of Neal Brickman, P.C., alleges upon personal knowledge and upon information and belief as to all other matters, as follows:

INTRODUCTION

1. Plaintiff Donald Lewis ("Plaintiff"), a former partner of Pierce Bainbridge Beck Price & Hecht LLP ("PB" or "Pierce Bainbridge"), brings this action against Defendants, who in their concerted effort to **cover-up illicit financial conduct,** illegally expelled him from the partnership and attempted to destroy his career and law practice through outright lies, ethical rule violations, breaches of their fiduciary duties, racial stereotypes, doctoring of evidence and extortionist threats, legal malpractice, among other wrongful conduct, including violations of General Business Law Section 349. This conduct was spearheaded by PB Managing Partner, John Mark Pierce ("Pierce")[1], PB's General Counsel ("GC" or "General Counsel"), Carolynn K. Beck ("Beck"), PB's Co-Managing Partner James Dudley Bainbridge ("Bainbridge"), David L. Hecht ("Hecht") and Maxim "Max" Price ("Price" and collectively with Pierce, Beck, Hecht and Bainbridge, the "Management Defendants"); in addition the PB de facto human resources manager, and Pierce's personal assistant, Lauren Schaefer Green ("LSG" or "Schaefer-Green") played an active role.[2]

[1] Although Pierce purports to be "Global Head of Litigation," the firm only has offices in the United States.

[2] Beck refers to this group as "Management" and decreed she must be involved in "any and all" business opportunities related to the firm. Accordingly, Beck has knowledge, or should have knowledge, of "any and all" material PB issues.

2. Defendants' egregious mistreatment of Plaintiff was done with the active participation and/or aiding and abetting of Michael Yim ("Yim") and Putney, Twombly, Hall and Hirson LLP ("Putney Twombly," together with Yim, "Yim/Putney"). The remaining defendants Amman Khan ("Khan"), Andrew Lorin ("Lorin"), Caroline Polisi ("Polisi"), Chris LaVigne ("LaVigne"), Patrick Bradford ("Bradford"), Conor McDonough ("McDonough"), Craig Bolton ("Bolton"), Doug Curran ("Curran"), Eric Creizman ("Creizman"), Jonathan Sorkowitz ("Sorkowitz"), Melissa Madrigal ("Madrigal"), and Mike Pomerantz ("Pomerantz") are referred to herein as the "Remaining PB Partner Defendants" and, collectively with the Management Defendants, the "PB Partner Defendants".

3. Prior to detailing the collusive, deceitful, and reprehensible mistreatment of Plaintiff, undertaken by Pierce, Beck and their minions to cover-up for Pierce's massive illicit financial activity, it is worthwhile to share the wisdom of a prominent senior NYC attorney, recruited by Pierce Bainbridge, who saw through Pierce's deceitful facade. This seasoned and perceptive attorney opined:

> "[John], [t]rying to do what you are doing – build a major NYC firm overnight is hugely risky because you need to attract real talent. The last person who tried it in NY was Mark Dreier. He ended up in jail."[3]

4. Plaintiff was a high performing "Equity Partner and Co-Founder of the NYC Office" of PB. Pierce characterized Plaintiff's contributions as "tremendously valuable" and "hugely valued." Management Defendant Price referred to Plaintiff as a "force of nature." Plaintiff received a bevy of glowing praise from his fellow partners as set forth below.

5. Notwithstanding his enormous contributions, on October 12th, 2018, without any discussion or warning, Plaintiff was placed on immediate leave via email from Pierce and Beck. The purported basis was demonstrably false allegations by a junior level employee who was used as a pawn by Pierce and Beck and, whose allegations, appear to have been altered after they were allegedly reported in an ill-fated effort to give the lies credibility (the "False Allegations").[4] Plaintiff was then immediately locked out of his accounts, forbidden

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[3] For context here are actual, real quotes from Pierce: "We are, by orders of magnitude, I am confident in saying, the fastest-growing law firm in the history of the world in terms of law firms that have started from absolute scratch. . . I would say within five to seven years, we're going to replace Quinn Emanuel as the next dominant global litigation firm, no question."

[4] The employee is referred to as Jane Doe ("Doe") herein and uses a name at PB, different than her apparent birth name. The allegations do not involve a misunderstanding, but rather a complete fabrication of purported events that never happened. While on Isolated Leave, Plaintiff informed all of the PB Partner Defendants of on-line activity that undermined Doe's allegations, within mere days, the subject postings disappeared. As detailed in the Complaint, it appears that Pierce, Beck and LSG exploited Doe and used her as a pawn in their game. They either put Doe up to this or exploited her after the fact. It was done for one reason, and one reason only, to cover-up the massive financial misconduct of Pierce, undertaken with Beck's complicity, and by which the freeloading LSG was living the high-life off the firm's dime.

Interestingly, unbeknownst to many, Doe had unfettered access to Pierce's e-mails for several months and appears to have been privy to the financial misconduct; in September, Doe who assisted with materials for a potential investor, astutely opined: "My belief is that when we run the numbers we are going to find some major issues that investors might have problems with." Consistent with the notion that Doe was used and exploited, a Facebook page with the same first name, same middle initial and same last name that Doe

from communicating with PB personnel (the "Isolated Leave") and (falsely) promised he would be treated with "procedural fairness." Less than sixty seconds later, relying on offensive racial stereotypes, and breaching well-established legal protocol, as well as Pierce's promise of "procedural fairness," Pierce defamed the African-American Plaintiff to the entire partnership and then banned them all from ever speaking to Plaintiff again, a ban which continues to this day.

6. Pierce's defamatory e-mail included a deliberately inflamed characterization of the False Allegations and wrongfully exposed the claimant's identity."[5] Exacerbating matters, Pierce knew the allegations were false; and either helped manufacture them – along with Beck and LSG -- from the outset or exploited them after the fact.[6] The depraved plan was to dirty-up Plaintiff, torpedo his credibility and silence him for life.

7. Pierce knew Plaintiff had learned of the illicit financial activity, as the very day before Plaintiff was banished, he told Pierce to "cut it out". Pierce knew Plaintiff would not fall in line like his other obsequious underlings, and Pierce, who has zero moral compass, orchestrated this chain of events which hinged on Pierce's belief that Plaintiff would never file a lawsuit where pleadings could potentially publicize to the world the False Allegations against him.

8. The **real** reason for the Isolated Leave was to **cover-up financial misconduct**. Pierce was the perpetrator; Beck was willingly and knowingly compliant; LSG was reaping the free-loading benefits. Beck has access to, and some control over, the firm bank accounts, LSG has some access as well; presumably Beck has known about Pierce's massive self-dealing and other financial misconduct for a long time. In direct contrast,

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currently uses, contained a comment by that same individual: "I'm cashing in tonight. . .someday we won't have to worry" made just three days after Isolated Leave. The subject Facebook account has apparently been deleted. Doe is not a defendant at this time, because if the firm so-called "leaders" had acted as such, we would not be here. Plaintiff notes that he is aware of a bevy of severely troubling and credibility undermining documented facts about Doe. Plaintiff, however, has not raised these issues, as she is a young person, getting on in the world and was swept up into Pierce massive illicit financial activity and desperate efforts to cover-up the same. Be that as it may, Plaintiff expressly reserves any and all rights he may have against Doe in any fora.

[5] This "rush to judgment" against the African-American Plaintiff, stands in stark contrast, to the immense leeway routinely provided to the Caucasian Pierce. As detailed herein, Pierce regularly behaved like a boorish, card-carrying misogynist, referring to women, including his personal assistant and ex-wife, as "psychos" "fu*king psychos" "extortionists" "fu*king whack jobs" "sociopaths" "bitches" and "stick-up artists." For example, after an argument with his 24/7 assistant Pierce messaged Beck, Beck did nothing, Pierce stated: "make sure Lauren knows that I will be thrilled to prosecute her for **dozens of counts of extortion** if she f*cks with me. I am done being **abused and blackmailed by psycho females.** Done."

For Beck and PB, Pierce's perpetual offensive treatment of women is always a non-event. Yet based on a single allegation from a female employee, which was absurd on its face, Plaintiff was banished for life in an instant, without a single conversation. Indeed, Pierce banished (by e-mail), and illegal expelled (by e-mail) his Harvard Law classmate. Pierce refused to speak with Plaintiff, refused to meet with Plaintiff, Pierce, the purported former tank platoon leader, couldn't bring himself to look his former law school classmate, who Pierce "considered a friend" in the eye. There is obviously more to the story. And the more is that Pierce is a desperate, broke, substance abusing shell of his former self, who has scammed the litigation finance industry through massive deceit negatively impacting his partners, the press, investors, the plaintiff consuming public, the future of the industry and, of course, Plaintiff.

[6] Nothing is typical about Pierce Bainbridge; during Plaintiff's tenure, one partner characterized the firm as a "free for all with a narcissistic socio-path at the helm." Other partners speak of the most "crazy," "chaotic" and "unstable" environment in which they've ever worked. One summed up the PB perfectly: "I've done some crazy sh*t in my life. Really crazy. But this is by leaps and bounds the most insane thing I've ever been involved in."

shortly after receiving troubling reports from the firm's bookkeeper, Plaintiff told Pierce: "cut it out John, nobody is trying to go to prison here."

9. Pierce knew that Plaintiff, unlike Bainbridge, Beck and apparently certain of the others, was not criminally disposed and was therefore a liability as related to Pierce's deceptive ways. Pierce also knew that Plaintiff had begun to see right through the fraud of a con man that is Pierce; others noticed the same. .

10. The very next day, Plaintiff was working diligently from 5:00 a.m. until 11:15 a.m., when he was blindsided by an e-mail banning him from the firm, banning him from his accounts and banning him from communicating with any firm employees. This commenced a despicable assault on Plaintiff's life, which was deployed through collusion, conspiracy, fraud, deceit, racism, abuse of position and several remarkably glaring signs that the goal was to cover-up Pierce's financial fraud.

11. In the days leading up to the Isolated Leave, Plaintiff received troubling reports from the firm's bookkeeper concerning illicit activity at Pierce Bainbridge:

a. Pierce diverted hundreds of thousands of dollars from the firm bank accounts, certain of which occurred during periods when the firm almost missed payroll and/or Pierce decreed a moratorium on payments to creditors; in one instance, Pierce, on October 1st, reportedly withdrew $25,000; this withdrawal reportedly disabled Beck from honoring a $20,000 payment obligation she had made to the firms travel agent;[7] based on the reports Plaintiff received, it is safe to assume that Pierce has secretly withdrawn close to, or more than, $1 million from firm accounts since the inception of the firm, all the while misleadingly declaring that he "does not take a salary."

b. Pierce mishandled funds related to the firm's client trust account; the firm's bookkeeper reported that Pierce had deposited $150,000 in the operating account, which was earmarked for the firm's client trust account pursuant to the relevant engagement letter; the identity of this client exacerbates the immensely troubling nature of this report;[8]

c. Pierce apparently withdrew $50,000 directly from the firm's client trust account in another instance, reportedly in or around July; and

d. Pierce provided substantial financial assistance to a client in a high-profile contingency case, which the Management Defendants conveyed during Plaintiffs interviews had a potential value of $1,000,0000 billion, but prior counsel was willing to settle for $400,000 (the "Billion Dollar Case").[9]

12. The primary motivation for Pierce's Financial Misconduct appears to be his shambles of a

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[7] Bardis v. Oates 119 Cal. App. 4th 1 (2004), (managing partner liable for self-dealing; punitive damages at a ratio slightly higher than 9 to 1; noting the availability of substantial criminal penalties for breach of fiduciary duty.)

[8] Pierce accepted the engagement, notwithstanding Bainbridge, questioning if it was prudent to do so based on allegations of two women against Pierce's client. The allegations included: (i) detailed threats of imminent murder, (ii) detailed threats to the women's loved ones, (iii) dissemination of sexually explicit primary source videos to their mothers and (iv) threats of subjecting women to severely deviant sexual activity. Bainbridge expressed concern, Pierce didn't care, nor did Beck. Pierce opined "LA women are stick up artists." Pierce's oft-stated view of women as opportunists (couched by Pierce in exceedingly derogatory terms), which Beck repeatedly condoned, was a non-factor. A remarkably sharp contrast to the immediate judgment against Plaintiff when it came time to "dirty-up" the Plaintiff and cover-up their financial misdeeds.

[9] The items in this paragraph are referred to as the "Financial Misconduct," and were learned via reports from the PB bookkeeper. Plaintiff has no first-hand knowledge concerning these transactions.

personal financial situation, as well as his personal demons. Pierce, with around six (6) years under his belt as a partner at certain of the highest revenue generating law firms in the world, has presumably made many millions of dollars in his career, however, Pierce himself states frequently he is essentially broke. Pierce's identifiable financial issues involve massive tax liens ($1.5 million in liens in less than 2 years),[10] "brutal" credit (rejection on a $1 million loan, despite collateral of $6 million), and substantial semi-monthly alimony payments ($21,000 a month in semi-monthly payments). Pierce's self-admitted personal demons, for which LSG announces and identifies the related medication Pierce takes to combat the same, includes alcohol. In addition, according to LSG, as well as Pierce's longest tenured employee, Grace Chang, alcohol is not Pierce's only substance demon; Beck has confirmed this.

13. Pierce has reportedly expressed little concern about the massive and rapidly growing Pravati Capital LLC ("Pravati") tab and has cavalierly proclaimed Pravati is "too big to fail." Pierce's apparent logic is that Pravati is in too deep and will throw good money after bad in perpetuity. Both Sorkowitz and the bookkeeper have opined about the oddity of Pierce characterizing the Pravati funds as "revenue."

14. Pierce, who has a fanatical aversion to the truth, claims: "We're an open book." To the contrary, Pierce's massive reported financial self-dealing has been a clandestine operation. Pierce was petrified the Plaintiff would expose the Financial Misconduct and resorted to an "any means necessary" approach to obliterate and silence Plaintiff. The opening of the PB's books, would very likely reveal that Pierce is a fraud and a con man, lying to his partners, lying to the press, lying to his clients and lying to investors; it would also very likely crater a firm built on smoke and mirrors and leave Pierce unable to support his self-destructive habits, as well as unable to pay his substantial tax and alimony bills.[11]

15. In exploiting the False Allegations, Pierce and Beck overrode a decision to permit Plaintiff to work from home pending an investigation. Pierce claimed he was acting "on the advice of outside counsel," which, if true, is just one of many facts supporting Plaintiff's malpractice claim again Yim and Putney Twombly.[12] Beck blamed it on "nature of the allegations," which is not credible in light of the 260 hours that passed until Plaintiff's banishment. Less than 24 hours, however, passed from Plaintiff telling Pierce to cut out financial misconduct to Plaintiff's being banished from the firm forever.

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[10] Troublingly, Plaintiff was recently informed, and confirmed via a public records search (as he did with Pierce), that Pierce is apparently not the only PB Partner Defendants with tax liens approaching $1 million; it appears that Pierce and Creizman are two PB lawyers in the same tax debt ridden pod.

[11] The alimony is paid in semi-monthly installments to Pierce's ex-wife Alyze Pierce, who at some point joined the firm, and her mother, per an inter-creditor agreement. Both Pierce and Schaefer-Green have referred to Pierce's former wife in writing in terms that Plaintiff will not repeat for purposes of decency, but which further evidence that Pierce regularly comports like a boorish, misogynistic, pig.

[12] Newburger, Loeb & Co., v. Gross, 563 F.2d 1057, 1074, 1080 (2d Cir. 1977) (lawyer found liable for malpractice to third-party where lawyer manipulated, acted in bad faith, threatened, misrepresented a letter, and induced and participated in his clients' – law firm partners breach of fiduciary obligations to their partner plaintiffs)

16. The False Allegations could have been entirely refuted in a single day, much less 260 hours. Instead, Beck and Yim ignored, buried and/or deceitfully misrepresented readily available exculpatory information; or even worse, Beck, who LSG states she speaks with nightly, and whom she refers to as "my girl," appears to have been in on Pierce's covert scheme all along.[13]

17. Rather than conducting a preliminary investigation, Beck, in concert with Yim – who dishonestly purported to be retained as a neutral "fact-finder" - colluded to deceive Plaintiff and deliberately relayed doctored information from a critical one-page document while withholding the same. Similarly, egregious, Beck had contemporaneous information on her personal phone, which flatly contradicted both a material misrepresentation and a material omission in the fraudulent summary provided to Plaintiff by Beck and Yim/Putney.

18. Beck was also by far the most involved contemporaneous witness concerning the False Allegations, and with respect to one key allegation, the only witness. As a result, Beck should never have been involved in the sham investigation in the first place, particularly given her complicity in the Financial Misconduct.

19. Rather than comport herself like an officer of the court, Beck neglected to recuse herself, chose to oversee and guide the investigation, was designated as Plaintiff's only point of contact, and hired her friend Yim to ensure the fix was in. Then, in collusion with Yim, engaged in consistent and prolonged deceitful misconduct. Beck appears to have been laser focused on covering up the Financial Misconduct,[14] and pleasing Pierce and "Momma Bear," as LSG, at times refers to herself.

20. Schaefer-Green had a keen interest in concealing the Financial Misconduct. It appears that she drains firm funds through, among other items, lavish excesses, such as unwarranted first-class, one–way airfare; Pierce complained in August: "tell her to stop fu*king flying first class. FML." LSG also apparently has, or had, a debit card to the firm's bank accounts, which, in the midst of a three-week federal trial in Boston (the "Boston Trial"), threw Pierce into panic after one of their firm-wide documented "quarrels."

21. The sham "investigation" had two constants: (i) threats of bogus criminal charges to coerce Plaintiff into surrendering his partnership and (ii) relentless attempts to secure a life time gag order. Beck and Yim even offered Plaintiff the opportunity to "negotiate the investigation findings," in exchange for his silence.

22. Yim's conduct was, at best, bizarre, and Yim has exposed himself and Putney Twombly to

[13] A litany of General Counsel Beck's fraudulent, despicable and/or incompetent misconduct, which totals well over thirty stand-alone items, is attached as Exhibit A.

[14] Regarding Yim's potential motivation, Putney Twombly is at least Yim's fourth firm in three years. In addition, Beck was shilling for work for Yim at PB during the "investigation". It appears as if Yim is so desperate to retain clients that he has thrown ethics, morals, laws and generally accepted practice out the window. .

massive liability.[15] The admissions in Yim's final communications with Plaintiff, via e-mails dated November 6 and 7 (collectively, the "Final Yim/Putney E-mails") are, at best, severely troubling:

i. Failure to provide Plaintiff required "due process." Yim admitted Plaintiff had not been afforded any "due process," in violation of bare minimum NYS requirements;

ii. Failure to conduct the investigation with required "impartiality." Yim admitted that he had not been "impartial," yet bizarrely insisted that only Rebecca K. Kimura, an associate at Putney Twombly, could take his place; and

iii. Purported failure to obtain an alleged "time of occurrence". Yim, purportedly tasked to "fact-find," claimed to have an epiphany -- weeks after several inquiries and retracting an orally provided time that rendered the primary allegation impossible -- that he never obtained a "time of occurrence".

23. Even with these "due process", "impartiality", "time of occurrence" failings, as well as repeated improper and unethical threats of potential criminal charges, Yim had the temerity to state in the Final Yim/Putney E-mails: "we are fully confident with the process." The next day, on November 8, Plaintiff sent a letter to Yim detailing a slew of violations of law, violations of Plaintiff's basic rights, violations of generally accepted practice, and expressing "extreme[concern] about the potential alteration and/or destruction of [his] notes from Doe's interview" (the "Misconduct Letter"). Yim never responded.

24. On November 12, Plaintiff circulated the detailed Misconduct Letter to the PB Partner Defendants, advising them of the "collective unethical, improper and potentially illegal efforts to conspire to destroy" Plaintiff, as well as their potential personal legal and financial exposure. Unfortunately, they remained silent; caring only about their immediate personal finances at the expense of their partner.

25. The silence of partner Defendant Caroline Polisi was particularly noteworthy. According to her PB bio: "Caroline [Polisi] regularly appears on CNN, MSNBC, CBS and Fox News analyzing federal criminal law and is frequently quoted in The New York Times and the Wall Street Journal for her expertise on these topics." Around six months prior to the False Allegations, Polisi was quoted in a CNN.com article as stating: "I see firsthand how due process occupies a prominent – if not central – place in our justice system every day"; yet Polisi, who was opining on a situation similar to Plaintiff's like the rest of the Remaining PB Partner Defendants, did nothing although she was well aware that Plaintiff had been victimized and railroaded with no "due process", in addition to a cavalcade of additional wrongful behavior.

26. Realizing how badly Yim and Beck botched the "investigation," Pierce stepped in to finish (half of) the job, the permanent removal of Plaintiff, with the permanent silencing still an open issue. Pierce, just five hours after the Misconduct Letter was circulated, violated the law twice: (i) illegal expulsion and (ii) unlawful

[15] Webster v. Pequot Mystic Hotel, LLC, 2004 Conn. Super. LEXIS 2780 (2004) (punitive damages awarded in light of a conspiracy to conduct a deliberate, fraudulent, sham investigation, ignoring exculpatory evidence, deliberately misconstruing other evidence, conducting hostile and unwarranted "interrogations," and even presenting false information to the individual defendant).

retaliation.[16] It took Beck and Bainbridge 24-hours to manufacture a "formal termination letter," which tried to finish the other half – the permanent silencing of Plaintiff -- by embarrassingly and offensively purporting to exercise dominion over Plaintiff's Constitutional rights.[17]

27. Any doubt -- of which there was none -- regarding the depths to which the Management Defendants would sink to effectuate the cover-up, were obliterated months later when they violated the law again, "terminating" another partner around thirty minutes after that partner simply opined that "Pierce was threatened by Plaintiff" and "Plaintiff got a raw deal." Reportedly, one of her partners, Patrick Bradford, who owes his job at the firm to Plaintiff, shamefully ratted out this partner.

28. In the Final Yim/Putney E-mails, Yim promised to provide a final report "after we complete our investigation." Beck's termination letter a few days later also spoke of "completing the investigation." It is now over five months later, and Plaintiff has never heard a single thing from Beck or Yim about the so-called "investigation" ever again. Plaintiff did hear something, however, that is incredibly disturbing: Beck, reportedly has a purported "final" report, which she has invited PB partners to read. There are no words to accurately capture the reprehensible, depraved and despicable prolonged and repeated misconduct of Beck , General Counsel for Pierce Bainbridge, in this matter.

29. After his termination, additional facts crystallized which shed light on why Pierce and Beck were so desperate to effectuate the cover-up. It has to do with the very life blood of the firm – a portfolio of plaintiff contingency cases. Utilizing plaintiff contingency cases as a centerpiece, Pierce Bainbridge is running a massive fraud on the consuming public – critically, Co-Managing Partner Jim Bainbridge entered into a settlement agreement with the Federal Trade Commission (the "FTC") banning Bainbridge from engaging in such deceptive activities. Illustratively, each of the big-name contingency cases highlighted during Plaintiff's recruitment have proven to be nowhere near the values provided by the Management Defendants; which values appear to have been inflated by millions to several hundreds of millions of dollars.

30. The fraudulent scheme deployed by Pierce Bainbridge, to effectuate the "Pierce Bainbridge Heist" has five primary steps:

a. The Oversell. Mispresent the abilities and track record of the PB firm.

b. The Inflation. Provide grossly inflated case values to the consuming plaintiff public.

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[16] Plaintiff's status as a partner is unequivocal pursuant to applicable law. Second Measure, Inc. v. Kim, 143 F. Supp. 3d 961, 981 (E.D. Cal. 2015) (plaintiff need not allege further formalities, such as sharing of profits and losses, because the existence of *a partnership is determined from "the intent of the parties revealed in the terms of their agreement, conduct, and the surrounding circumstances.") The damages due to Plaintiff as a result of his illegal expulsion, and the surrounding deliberate, despicable and malicious foul play are massive. Cadwalader, Wickersham & Taft v. Beasley, 728 So. 2d 253 (Fla. Dist. Ct. App. 1998). (punitive damages awarded for wrongful expulsion based on a "clandestine plan", which failed to "comport with the 'punctilio of an honor" and "consciously disregarded the rights" of the wrongfully expelled partner).

[17] Beck and Bainbridge's termination letter purported to control who Plaintiff could, and could not, speak with, as if Plaintiff had been branded PB property: "[y]ou may not communicate with any [] employees of the firm."

c. The Hook. Clients retain PB in detrimental reliance on these misrepresentations.

d. The Payout. Extract ill-gotten money from litigation funders based on the wildly inflated values.

e. The Payoff. Provide unethical and potentially illegal perks to the plaintiffs, to ensure the plaintiffs act in concert with PB's interests rather than the plaintiffs' own interests.

This script for the Pierce Bainbridge Heist is precisely what Pierce, Beck, Hecht and Bainbridge have utilized with the so–called Billion Dollar Case.

a. The Oversell. Upon information and belief, the Billion Dollar Case prospective client was told by Pierce himself that PB was "the most elite litigation firm on the planet", a "veritable legal Seal Team Six", "runs circles around other firms who are afraid to litigate against PB" and "this is not embellishment, this is reality, we are several magnitudes ahead the competition, we strike like tomahawk missiles and embrace the digital age" and "we will be bigger than Quinn Emanuel and more profitable than Wachtell Lipton in five-to-seven years." There are several layers of abject nonsense in Pierce's misrepresentations, suffice to say, at the time, Pierce Bainbridge had not won a single jury verdict.

b. The Inflation. Pierce represented to the prospective client the case was worth up to $1,000,000,000, consistent with the May 6th memo Pierce and Beck provided to PB's litigation financier Pravati which stated: "This case has prospective damages of up to $1 billion, with Defendants that are able to pay the full damage award."[18] Pierce and Beck were aware at the time that prior counsel had advised the client – after sixteen months – to settle the case for $400,000 – a delta of $996,000,000. In addition, around four months after Pierce Bainbridge took over, the presiding Honorable Judge Anita Brody stated to PB counsel during a hearing: "I haven't seen anything you've mentioned to me that says to me you've got any scintilla of a case."

c. The Hook. The prospective client fired his prior counsel, Bruce Chasan ("Chasan"), and retained PB.[19]

d. The Payout. Based on the memo from Beck and Pierce, Pravati almost immediately begins sending Pierce periodic non-recourse funding tranches in the millions of dollars per installment, whereas funding for the prior sixteen months of the firm's existence which had come in multiple tranches did not total $1 million in the aggregate. This deceptive and fraudulent scheme is a violation of General Business Law 349, which provides for treble damages. [20]

e. The Payoff. Pierce has reportedly provided unethical financial assistance to the Plaintiff in the Billion Dollar Case, which apparently includes: (a) $25,000 personal chauffeur payment (upon information and belief, which services were rarely, or never, performed), (b) payments to live in a house in Los Angeles, and (c) payment for all of the client's case-related travel. Pierce also

[18] The memo was dated around seven days after Pierce and Beck entered official appearances in the case.

[19] Chasan sued Pierce in December for allegedly reneging on a settlement agreement related to the Billion Dollar Case. Plaintiff was surprised to see PB challenge the Chasan lawsuit. In September 2018, partner Sorkowitz, who worked the Billion Dollar Case closely, communicated to Plaintiff in writing: "We settled with Bruce." General Counsel Beck confirmed the same. In any event, an e-mail written by Pierce, and included in the Chasan's public filings, when read in juxtaposition with the May 6th Pravati Memo sheds critical light on the fraudulent scheme being perpetrated by Pierce Bainbridge on the consuming public.

[20] The nature of the PB relationship with Pravati is unclear and based on PB's performance it is almost impossible to see how Pravati could be happy with their investment. Furthermore, Pravati appears to have related private equity funds. Insofar as Pierce, Beck and PB are found to have been engaged in deliberate fraud, the same may pique the interest of the Securities & Exchange Commission, if it hasn't already. In addition, Pravati recently hired a senior employee with extremely close personal ties to a Peirce Bainbridge partner which raises additional red flags.

directed partners to secure a $250,000 direct payment to the plaintiff.

31. The Billion Dollar Case was one of three cases (the "Big Three Lies") that Pierce, the Management Defendants and LSG pushed heavily during recruiting. In at least one of the other two cases, Pierce convinced the clients, Chris and Paula White, to break relations with their then-current firm and retain PB. The value communicated to Plaintiff during recruiting for the second of the Big Three Lies, was "$40 million to $50 million" in damages; the case resolved shortly before the Isolated Leave for a fraction of that amount. The value communicated to Plaintiff during recruiting for the third of the Big Three Liew was "$4.75 million" with a "very real possibility of $12 million." The case went to trial with both sides winning damages and an aggregate recovery to Plaintiff of around $500,000. Pierce Bainbridge is batting .1000. Missing purported case values by several millions, and soon to be hundreds of millions, of dollars – Every Single Time.

32. Pierce is the ringleader, and presumably has used the ill-gotten proceeds to support his personal demons, "keep the IRS off his back", handle his substantial alimony obligations and enable Schaefer-Green to live an entirely unwarranted life of luxury, all while failing to pay creditors, almost missing payroll and failing to pay guaranteed quarterly distributions. Interestingly, his Co-Managing Partner, Bainbridge, a 71-year old man whose most notable achievement in law, as highlighted in the first paragraph of his firm biography, is allegedly winning an Ames Moot Court argument at Harvard Law School in or around 1976, over 40 years ago, very likely, based on experience as the FTC anointed "ringleader" of an $80 million scheme to defraud the consuming public, plays an integral supporting role.

33. It appears that Bainbridge's post-law school years focused more on breaking the law, than practicing it. As it turns out, James "Jim" D. Bainbridge, along with Daniel A. Fingarette (aka William A. Burke), Bainbridge's long-time best friend and apparently a consultant / silent investor in Pierce Bainbridge, were the subject of an "FTC Action to Provide as much as $11.3 Million for Consumers Victimized by Huge Prize Promotion Telemarketing Scheme", which included $80 million claims in related bankruptcy proceedings. Bainbridge was tabbed the ringleader, a contemporaneous article referred to Bainbridge and Fingarette as "cheats" and the eventual settlement terms "barred Bainbridge and Fingarette from engaging in similar deceptive schemes in the future, subject to district court approval."[21] (Emphasis added.) It sounds like Bainbridge was being dishonest when he claimed in mid-July, "my hobby is reading books, Don."

34. The Remaining PB Partner Defendants exhibited striking selfishness, Plaintiff was under corrupt attack and each and every one of them completely abandoned him, while focusing on their personal finances. Amman Khan, Andrew Lorin, Caroline Polisi, Chris LaVigne, Conor McDonough, Craig Bolton, Doug Curran, Eric Creizman, Jonathan Sorkowitz, Melissa Madrigal, Patrick Bradford, Mike Pomerantz –

[21] In light of this FTC Complaint, the following statement from Bainbridge's bio raises eyebrows: "He has been a member in good standing of the State Bar of California for 40 years."

never asked a single question of Plaintiff when he reported, in great detail and in writing, the discriminatory, unethical and potentially criminal misconduct at the firm. These same individuals saw fit to engage in a spirited debate about voting process regarding "office space," but not one of them cared about the violation of Plaintiff's rights.[22]

35. In case there is any ambiguity that the reprehensible treatment of Plaintiff was an attempt to COVER-UP Pierce and Beck's potentially criminal financial misconduct, it's worth recalling a plethora of signs each of which standing alone suggests a cover-up, and here they do not stand alone, but rather there is cluster of facts, that is, each and every one of these remarkably troubling events happened in this one case:

a. attempts to immediately demonize Plaintiff and shatter his credibility through abject lies,
b. forced isolation of Plaintiff which overrode the will of the partners,
c. immediate locking of Plaintiff out of all of his accounts,
d. bogus threats of criminal charges in an effort to get Plaintiff to agree to a lifetime gag order,
e. absurd lifetime gag order requests,
f. Constitutionally violative gag order direction in Plaintiff's illegal termination letter,
g. e-mail threat from Pierce after Plaintiff was terminated to "let it go" or "I'll see you on a witness stand someday."
h. LSG reportedly stating after the fact: "We got rid of Don, we didn't trust him."
i. the gag order that remains on all PB employees to this day, and
j. the almost immediate illegal expulsion of a partner two months after the partner said Plaintiff got a raw deal, where Patrick Bradford reportedly and shamefully played the role of a snitch.

36. That laundry list of absurdity, which largely excludes the deceitful and collusive "sham investigation", which (as thoroughly detailed herein), included Beck basically falsifying withheld records (contradicted by one-page business records and one weekend of texts messages on her personal phone) and Yim lying about the time of occurrence, providing one, Plaintiff having irrefutable electronic proof rendering the allegation a complete impossibility, which led to the incompetent and corrupt Yim retracting his oral statement, reeks of a COVER-UP. It is well beyond absurd and warrants MASSIVE punitive damages and the exploration of prison time.

37. Yet, through all of that not a single one of Plaintiff's partners has done a single thing, Plaintiff has not heard a single word from virtually all of them since he was summarily blindsided and booted in October. Each and every one of the PB Partner Defendants -- Amman Khan, Andrew Lorin, Caroline Polisi, Chris

[22] See, Ehrlich *v.* Howe, 848 F. Supp. 482, (S.D.N.Y. 1994) (summary judgment for improperly expelled plaintiff against all law firm partner defendants who each failed to act in "good faith" thereby breaching their individual fiduciary duties to Plaintiff). The Ehrlich is highly instructive on the illegal explulsion aspect of the instant lawsuit and dictates the only issue in play will be the massive damages, including surefire punitive damages to Plaintiff, which may be trebled.

LaVigne, Conor McDonough, Craig Bolton, Doug Curran, Eric Creizman, Patrick Bradford, Jonathan Sorkowitz, Melissa Madrigal, Mike Pomerantz -- all disgracefully violated their fiduciary duties to Plaintiff and are willfully complicit in Pierce's and Beck's array of potentially criminal misconduct.

38. Defendants' actions have caused, and will continue to cause, Plaintiff to suffer substantial economic and non-economic damages. Plaintiff seeks damages in an amount to be determined at trial, but in no event less than $35 million in compensatory damages and $105 million in punitive damages, to be fully trebled, based on Defendants violation of General Business Law Section 349, plus the costs of this action, including reasonable attorneys' fees.

FACTUAL ALLEGATIONS

39. Virtually ALL of the allegations herein are supported by documentary evidence. This critical statement, and critical fact, presumes such evidence has not been altered or destroyed by the Defendants. Unfortunately, such improper, unethical and potentially illegal spoliation is a very legitimate concern based on the events as set forth in a letter from Plaintiff to General Counsel Beck concerning her historical and current discovery abuses (the "Beck Discovery Abuse Letter," attached as Exhibit B). This Beck Discovery Abuse Letter provides a clear picture of above-the-law and corrupt manner in which the General Counsel Beck and Managing Partner Pierce, apparently prefer to operate the PB firm. Plaintiff will not recount the contents here - the letter needs to be read to be believed and it speaks for itself.

PARTIES

I. MANAGEMENT PB PARTNER DEFENDANTS

40. At all relevant times, defendant, John Mark Pierce ("Pierce"), is an individual who is an attorney licensed and authorized to practice in the State of California; the status of Pierce's license in the State of New York is "resigned." At all relevant times, Pierce was the Managing Partner of PB.

II. DEFENDANT LAW FIRMS

41. At all relevant times, Defendant, Pierce Bainbridge Beck Price & Hecht LLP, is a limited liability partnership organized under the laws of the State of California, which is registered as a foreign limited liability partnership under the laws of the State of New York and maintains offices in the City, County and State of New York.

42. At all relevant times, Defendant, Putney, Twombly, Hall & Hirson LLP ("Putney"), is a limited liability partnership organized under the laws of the State of New York, and maintains offices in the City, County and State of New York.

III. REMAINING PB PARTNER DEFENDANTS

43. At all relevant times, defendant, Carolynn Kyungwon Beck ("Beck"), is an individual who is an attorney licensed and authorized to practice in the State of Virginia and the State of California. At all relevant times, Beck was Co-Managing Partner of the D.C. office, General Counsel and a General Partner of PB.

44. At all relevant times, defendant, James Dudley Bainbridge ("Bainbridge"), is an individual who is an attorney licensed and authorized to practice in the State of California. At all relevant times, Bainbridge was the Co-Managing Partner and a General Partner of PB.

45. At all relevant times, defendant, Maxim Price ("Price"), is an individual who is an attorney licensed and authorized to practice in the State of New York ("NY"). At all relevant times, Price was a General Partner of PB.

46. At all relevant times, defendant, David L. Hecht ("Hecht"), is an individual who is an attorney licensed and authorized to practice in the State of Virginia and the State of California. At all relevant times, Hecht was a General Partner of PB.

47. At all relevant times, defendant, Craig Bolton ("Bolton"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, Bolton was a partner of PB.

48. At all relevant times, defendant, Eric Creizman ("Creizman"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, Creizman was a partner of PB.

49. At all relevant times, defendant, Douglas S. Curran ("Curran"), is an individual who is an attorney licensed and authorized to practice in the State of NY and the State of Illinois. At all relevant times, Curran was a partner of PB.

50. At all relevant times, defendant, Amman Khan ("Khan"), is an individual who is an attorney licensed and authorized to practice in the State of California. At all relevant times, Khan was a partner of PB.

51. At all relevant times, defendant, Christopher N. LaVigne ("LaVigne"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, LaVigne was a partner of PB.

52. At all relevant times, defendant, Andrew J. Lorin ("Lorin"), is an individual who is an attorney licensed and authorized to practice in the State of Pennsylvania. At all relevant times, Lorin was a partner of PB.

53. At all relevant times, defendant, Melissa Madrigal ("Madrigal"), is an individual who is an attorney licensed and authorized to practice in the State of NY and the State of Florida. At all relevant times, Madrigal was counsel and then a partner of PB.

54. At all relevant times, defendant, Conor McDonough ("McDonough"), was an individual who

is an attorney licensed and authorized to practice in the State of NY and the State of Massachusetts. At all relevant times, McDonough was a partner of PB.

55. At all relevant times, defendant, Caroline Polisi ("Polisi"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, Polisi was counsel and then a partner of PB.

56. At all relevant times, defendant, Michael M. Pomerantz ("Pomerantz"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, Pomerantz was a partner of PB.

57. At all relevant times, defendant, Jonathan A. Sorkowitz ("Sorkowitz"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, Sorkowitz was a partner of PB.

58. At all relevant times, defendant, Patrick Bradford ("Bradford"), is an individual who is an attorney licensed and authorized to practice in the State of New York. At all relevant times, Bradford was a partner of PB.

IV. DEFENDANT MICHAEL YIM

59. At all relevant times, defendant, Michael D. Yim ("Yim"), is an individual who is an attorney licensed and authorized to practice in the State of NY. At all relevant times, Yim was a partner of Putney Twombly.

V. DEFENDANT LAUREN "MOMMA BEAR" SCHAEFER-GREEN

60. At all relevant times, defendant, Lauren Schaefer-Green ("Schaefer-Green," "LSG" or "Momma Bear"), a resident of the State of California, was Pierce's 24/7 personal assistant, and it is well known that they share the same room on business trips. At all relevant times, Schaefer-Green was a de facto human resources manager, she regularly attended hiring interviews and recruiting meetings, communicated with the Management Defendants concerning high profile matters, had a substantial say in personnel decisions at PB, including commissioning a "vote" to terminate an Executive. LSG claims that she confers for lengthy periods of time with Beck and Hecht. LSG also regularly accessed Pierce's electronic communications, was in possession of a debit card with the ability to withdraw funds directly from firm ban accounts, and regularly took first-class flights on the firm's dime, even when the firm was in precarious financial condition and failing to pay creditors. LSG refers to herself as "Momma Bear."[23]

[23] Schaefer-Green's pronoun choice indicates a delusional belief that she is a member of the firm: (i) "We getting $100 million?"; (ii) "we can make Doe an office manager"; (iii) "I don't want Grace to feel undervalued", highly contradictory to Schaefer-Green's expletive-laden commentary during the Boston Trial; (iv) "we have no social presence unless John posts"; (v) "he is freaking out right now. . .seems like that's the only area (collecting money) that we're lacking immensely!!!" and (vi) "[John] has lost all confidence and trust we

VI. NON-PARTY DANIEL ALAN FINGARETTE

61. Daniel Alan Fingarette ("Fingarette"), not a party to this action at this time, is a resident of the State of California. Fingarette, who has referred to Pierce as "our leader," is included on personnel, office space and financial related communications with the Management Defendants. In addition, Fingarette has a long-time close personal and business relationship with Bainbridge and, according to Schaefer-Green, has provided funding to the firm. Fingarette is also the "manager" and "president" for at least two Pierce Bainbridge clients. Pierce has advised: "Jim's best friend Dan Fingarette is really helpful on this [financial] stuff. He is consulting with us for free."

VII. PLAINTIFF

62. Plaintiff, Donald Lewis, is an individual residing in the State of NY. At all relevant times, Plaintiff was an attorney licensed and authorized to practice in the State of NY and was a partner of the PB firm. Lewis is African American. At the time of his banishment, he was the only African-American lawyer employed by the firm.

JURISDICTION AND VENUE

63. Jurisdiction and Venue are proper in this Court because Plaintiff resides in New York County, the Defendants all maintain offices and transact business in New York County, the claims asserted herein all arose in New York County, and the Plaintiff has incurred, and seeks, damages in excess of this Court's jurisdictional minimum.

BACKGROUND

VIII. THE EVOLUTION OF THE PIERCE BAINBRIDGE FIRM

a. The Initial Registration and First Two Iterations of the PB Firm

64. The firm registered in California in January 2017 and was initially named Pierce Sargenian LLP. Co-Founder David Sargenian exited after around year with Joel Ashby, another partner who joined on early. The departures were publicly attributed to a "clash" with Pierce and their "more conservative vision for the firm's growth."[24]

65. Beck, LSG and Grace Chang ("Chang"), Managing Paralegal and Director of Operations, have reported that Pierce's lifestyle and prolonged, unexplained disappearances were also reasons for the rift; LSG

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have in him as a boss." (Emphases added.)

[24] Schaefer-Greene also notes Pierce "flamed out" at three firms. Pierce's had a six-year run (Cohen & Grisby - 2000-2006) and an eight-year run (Quinn Emanuel - 2006-2014), to start his career. With Schaefer-Green joining him after a year-and-a-half, he lasted six months at Latham Watkins and then four months at K&L Gates.

has elaborated in vivid and graphic detail, painting -- in LSG's words – an "ugly" and "pathetic" picture. One particular verbal picture painted by LSG bore resemblance to the time that Pierce announced to the PB firm he had slept on the floor at the LAX airport and requested someone bring a lint brush to his upcoming meeting. Chang and Beck confirmed.

66. Notably, the concerns of Sargnenian and Ashby, were recently echoed by a prominent NYC attorney, as noted in the Introduction, who rejected Pierce's solicitations over the summer and cautioned Pierce about expanding to fast and ending in jail as a result. PB Partner Defendant Polisi has similarly opined: "It's really not cool. We need to slow this whole thing down. We will get burned if we keep shooting from the hip."

67. After the Sargenian and Ashby departures, Pierce, the sole remaining partner, promoted a fifth-year associate, Julian Burns, and the firm became Pierce Burns LLP. Apparently in response to criticism, Pierce pronounced: "I can spot talent pretty well. Although she is young in lawyer years, she is far and away ready for this." Burns left three months later.

b. Co-Managing Partner James D. Bainbridge and His Questionable Past with Pierce Bainbridge Silent Insider Daniel A. Fingarette

68. With the departure of three partners in just a little over a year, in around March 2018, Pierce chose Bainbridge to be his second in command. Bainbridge seems an odd choice; his biography has negligible law firm experience, while touting student achievements such as the highest math GPA as a college undergraduate and a purported moot court competition as a law student from 40-50 years ago.

69. Other aspects of Bainbridge's experience -- who goes by "Jim" at the firm – were very likely more appealing to Pierce. According to a 1996 Federal Trade Commission (the "FTC") press release, "James D. Bainbridge" was the "president, owner" or had a "controlling interest" in five companies involved in a massive, nation-wide scheme duping hundreds of thousands of consumers, and the "owner and president" of a sixth company involved in the scheme was Bainbridge's self-professed 'closest friend' "Daniel A. Fingarette a/k/a William A. "Bill" Burke (collectively, "Fingarette"). The press release is entitled: "FTC Action to Provide as much as $11.3 Million for Consumers Victimized by Huge Prize Promotion Telemarketing Scheme." The release makes no mention of Bainbridge's status as an attorney at the time.

70. The FTC filed claims for $80 million in related bankruptcy proceedings, the action settled. The settlement terms "barred Bainbridge and Fingarette from engaging in similar deceptive schemes in the future, subject to district court approval." (Emphasis added.)

71. Bainbridge published a book in 2010 with an acknowledgment to his "closest friend" Dan Fingarette. According, to LSG, Fingarette is "the guy who writes us huge checks when we need to make payroll." Schaefer-Green advises that Finagarette and Bainbridge frequently collaborate on e-mails to the Management Partners. Pierce claims Fingarette provide pro-bono consulting services to the firm.

c. The Remaining (Underwhelming) Management Defendants

72. Hecht, Price and Beck are the remaining Management Defendants, none have prior law firm partner experience. On several occasions, Pierce expressed joy at the prospect of "taking the children's" names off the door, explicitly referencing Beck and Hecht. This was the plan in connection with a potential deal involving another law firm that fell through.

73. Representative examples of Pierce's opinion of his fellow Management Partners, as well as certain of the opinions of other partners, are illuminating:

a. Pierce opined that Bainbridge "doesn't register high on the emotional IQ scale" and is "afraid of his own shadow."

b. Pierce "agreed" that Lorin should take over a high-profile matter from Hecht as he was markedly more "competent." Lorin also agreed.[25]

c. Pierce asserted Beck "is good for managing and settling the really low end, unimportant cases."

d. Pierce opined that Beck "has as a mind that moves at the speed of pond water."

e. Schaefer-Green communicated to Plaintiff: "[Pierce] said don't listen to Carolynn [Beck]. let her feel like she has some say doing her traffic cop thing... and he wants you to continue doing whatever you're doing. cause you're magic."

f. Partner: "David is an embarrassment to lawyers everywhere. Some of the worst lawyers I know are better than him."

g. Partner: "The main problem here, which is obvious, is that we have incompetent people running the show. . . That's Carolynn's fault. Until we get people with better business sense making calls, this is going to continue to happen."

h. Partner: "You know what's funny? If David weren't a named partner and "co-managing partner"' of the New York office, I would have been more inclined to say he might as well join the meeting."

i. Partner: "[Carolynn] is fuc*ing dumb. . . I can't believe this is the way cases are handled here."

j. Partner: "Carolynn has no sense about anything."

74. As discussed later in the Complaint, generally accepted practice dictates that only experienced and qualified individuals should be involved in the type of "investigation" that was done here. The above commentary standing alone, starkly illustrates that Pierce himself, and other partners at the firm, are of the strong opinion that Beck lacked even basic competence, much less specialized expertise, which is one of multiple reasons Beck should not have been involved.

[25] Hecht described a deposition he defended as having cost "millions" of dollars due to the "moron" expert; Plaintiff does not recall any discussion about Hecht's deposition preparation; he does recall Hecht being heavily involved with scheduling a mini-office party that same week.

75. Very fortunately for Plaintiff, it is Beck's and Yim's general incompetence, which resulted in bumbling efforts reminiscent of the Keystone Cops. In large part due to ineptness or ineptitude, Plaintiff, despite having every single corrupt card in the deck stacked against him, has been able to turn the tables after tirelessly fighting against all odds to clear his name. To be fair, however, Plaintiff did have the biggest trump card of all on this side -- The Truth.

76. Both Beck and Yim have exposed themselves and their firms to, among other claims, liability for professional malpractice.

d. **The Obsequious Nature of the Management Defendants**

77. Competing voices with the gravitas to say "no" is critically important, particularly to prevent reckless, self-serving, decisions which are Pierce's hallmark. Unfortunately, at Pierce Bainbridge, the other Management Defendants are blindly devoted to Pierce and rarely offer a contradictory viewpoint. Indeed, several PB partners expressed concerns regarding the lack of guard rails, as well as what they perceive to be Pierce's narcissistic personality.[26] Other partners have added colorful commentary on the obedient nature of the Management Defendants, with the exception of Price.

78. A representative sample of partner opinions on the sycophantic nature of the Management Defendants is illuminating:

i. "Leave it to David to back down the second John disagrees."

ii. "If JP said kicking dogs off the roof would be a good strategy. Hecht would be there tossing them off."

iii. "[Carolynn] told me before that she was worried about posting about [the issue] because she didn't want John to think she was being negative"

iv. "I would like a litigator who is (1) not insane or (2) up John's ass to tell me why this makes sense." The partner than noted that Bainbridge failed both criteria; Bainbridge had agreed with the partner privately and then when Pierce got involved Bainbridge did one his vintage one hundred and eighty degree turns to fall in line like an obedient dog obeying his master, rather than an independent minded Co-Managing Partner of a law firm.

v. "They're like cult members. . . .at a certain point you have to put self-respect above all else if you are a real person. You're either compromising yourself or you're just plain dumb. I can't decide which category those two fall into. Could be both." (The partner was referring to Hecht and Beck.)

[26] While there are a plethora of examples supporting the notion that Pierce is both narcissistic and incredibly insecure, views expressed by several firm employees, a particular incident related to the Boston Trial is a perfect example. According to Lorin, the Presiding Judge said Lorin was the star of the show, and continued that Lorin, not Pierce, should handle the closing argument. With that context, an attorney from London referred to them as "co-leads" in front of several PB personnel; Pierce was visibly angered and loudly decreed: "John Pierce is the lead trial lawyer for every single trial this law firm does!!!" As it turns out, each of the Boston Trial Partners, Lorin himself, Pomerantz, Curran and McDonough have privately agreed with the judge's view. A few of them complained that Pierce was not up to speed on the facts, did not comport like a team player and was AWOL during several important team meetings. Perhaps that explains why the overwhelming and apparently unanimous conclusion is that Lorin clearly was a better trial lawyer than Pierce.

e. The Original Pierce Bainbridge Closely-Knit Team

79. At the start, Pierce Bainbridge was comprised of only a handful of lawyers and a few administrative staff. The East Coast contingent was Beck, Price, Hecht and Doe (who was Hecht's personal assistant and came to the firm with him as a package deal). The West Coast contingent was Pierce, Bainbridge, Chang, Khan, former administrator Sawsan Charif and Schaefer-Green. Hecht and Price worked out of the NYC office alone for months with Doe. The new blood began to arrive in around May 2018, shortly after Pierce and Beck appeared in the Billion Dollar Case and created the Pravati Memo.

80. The clear consensus at the firm was that the new people were more accomplished, with greater business sense and ability to move at the pace Pierce prefers. Illustratively, on the heels of Pierce's earlier noted statement that Beck is only good for "really low-end unimportant cases," Pierce stated: "Can u imagine what my life was like before I recruited all u guys? Now you know why I was in such desperate recruiting mode." Pierce routinely expressed severe frustration regarding Beck, who, notwithstanding her lofty titles, Pierce apparently believes to be more suited for the very shallow end of the legal pool.

81. LSG self-appointed herself "Momma Bear" and was incredibly protective of this original East Coast group, other than Price who stands on his own.[27] Beck and Hecht rarely if ever did, and instead apparently spent hours seeking counsel from Schaefer-Green, who reflexively supported the two, who Pierce referred to on more than one occasion as "children", referring to what Pierce believed to be the childish manner in which Hecht and Pierce conduct themselves.

IX. THE BREACH OF PLAINTIFF'S OFFER LETTER AGREEMENT

82. Plaintiff joined PB as a partner on Monday, June 17, 2018; he interviewed with the Management Defendants and Schaefer-Green in April and executed an offer letter agreement on April 25th and a revised offer letter (with a salary increase) on May 15th (the "Offer Letter Agreement"). The reason for the gap was so Plaintiff could extricate himself from a leadership position at a multi-billion company that tried to entice Plaintiff to stay.

83. Given the Offer Letter Agreement's "guaranteed. . .benefits and a salary for at least one year of $420,000, through June 15, 2019, as well as the title of "Equity Partner and Co-Founder of the NYC Office", Plaintiff decided a chance to build an office from the ground up as a partner was an excellent opportunity. Leaving Plaintiff's job meant leaving behind unvested stock options valued at approximately $300,000, which he did in reliance on the representations made in the Offer Letter Agreement and during his interviews with the Management Defendants.[28] After Plaintiff accepted the offer, Pierce e-mailed Plaintiff, stating: "Outstanding

[27] Price astutely opined in early July 2018 that Schaefer-Green is "a fool, who should be ignored."

[28] The Offer Letter Agreement states: "The intent of this structure is to guaranty that you will receive in excess of $420,000 by June 15, 2019. This amount could be substantially higher at the discretion of the Managing Partner based upon firm performance and your contribution to the firm, which I am sure will be stellar." The word "guarantee" is used three additional times; the quarterly

partner Don!! We're going to kill it!!"

X. PLAINTIFF'S MASSIVE CONTRIBUTIONS TO THE FIRM

a. Plaintiff Receives Glowing Praise from a Multiple Partners

84. Plaintiff began substantially contributing immediately and continued throughout his tenure, as evidenced by the praise he received from his partners, including Pierce. For example:

a. Pierce: "Eternal thanks for dealing with all the crap I know you have to deal with!! It is TREMENDOUSLY valuable to the firm."

b. Schaefer-Green: "John said don't listen to Carolynn [Beck]. let her feel like she has some say doing her traffic cop thing... and he wants you to continue doing whatever you're doing. cause you're magic."

c. Pierce: "Don should be on the list to attend everything. He is also a killer like me on biz dev." ("Everything" referred to business development conferences.)

d. Pierce: "Don is a [business development] machine!!!"

e. Schaefer-Green: "[T]hank you for being the enforcer. . .. he's realizing, with your help and brutal honesty, that he's a shit show and needs to get it together. you f*cking rock!!!"

f. Pierce: "Finally!!! Someone joining me on the biz dev barricades!!"[29]

g. LaVigne (on several occasions, sum and substance): "You're doing 'amazing' work. John 'can't pay you enough for everything you are doing for the Firm.'"

h. Price: "I feel like Don is particularly good at finding the most pressing problems and pointing the best people at them."

i. LaVigne: "Don and I have busted our butts to do whatever we can to line up money and business. We're two solution-oriented people leaving it all on the field. . . . We've got your back!"

j. Schaefer-Green: "John LOVES you. he wants you to be the bossy pants cause your delivery is kind and yet commanding without power tripping and people need direction. and you do it without a power trip. i see people really respect you."

k. Price: "You're a force of nature Don. Putting us in gear. Good show."

l. Hecht: "Could have used Don's quarterbacking skills . . . I know we can be more efficient."

m. Pierce: "We've got to get all partners developing relationships and business like me and u instead of sitting on their asses."

n. Pierce: "It's all about follow-up and client service, just like any other customer service industry. Wish everyone understood that as well as you."

"distributions" referenced twice in the letter is a classic partnership term. The bookkeeper has confirmed that the distributions were distributions of profits to partners.

[29] Pierce routinely expressed frustration with the general lack of business development production by the other Management Defendants, and Pierce regularly promised that Plaintiff business development efforts would be rewarded.

o. Schaefer-Green: "you're so bad ass. he can't run this business without your brutal, insane, non-stop support and honesty. please don't ever leave us. this f*cking guy. i'm on him don't you worry!!!"

p. Pierce: "Really appreciate all the great work and time. . . [h]ugely valuable, recognized very clearly and will be rewarded." (Emphasis added.)

85. Plaintiff was nominated to serve as both Assigning Partner and Co-Chair of Diversity and Inclusion a few weeks before the Isolated Leave. Plaintiff was also a member of an internal committee of partners selected as the final gateway for all hiring decisions.

b. **Plaintiff Brings in Business and Creates Opportunities for the Firm**

86. During his short tenure, Plaintiff's successfully expended enormous effort, time and energy to build out the NYC office; the highlights include, but are not limited to:

- Artificial Intelligence. The firm's partnership with a leading legal artificial intelligence provider, which the firm frequently touts, was the direct result of Plaintiff's efforts and network.
- Global Office Space Solution. PB's tiny NYC office, was generally unfit for interviewing partner lateral candidates.[80] Plaintiff secured a flexible office space solution with a substantial discount that resulted in savings in the hundreds of thousands of dollars. This was the most valuable operational item at the firm, and but for Plaintiff would not have happened.
- Personnel Recruitment. Plaintiff directly recruited several partners and associates to the firm. His efforts saved the firm at least $400,000 in recruiting fees.
- Marketing Materials. After a setback with a marketing hire, Plaintiff picked up the slack and played a leading role in creating marketing materials for the firm, including advancing personal funds for the same, and created materials lauded by several partners, including Pierce.
- Business Development. A representative sample of Plaintiff's business development accomplishments is objectively impressive, Plaintiff:

  a. Secured the second biggest crypto-currency exchange in the world as an hourly client, which is likely one of the highest-revenue generating hourly clients at the firm.

  b. Secured, in concert with another partner, one of the top three most valuable sports agencies in the world, as valued by Forbes, as an hourly client.

  c. Secured the son of an NYC store owner whose family was attacked in an incident that immediately made local news with video coverage, after the former work colleague of Plaintiff sought representation.

[80] Hecht had a financial interest in the then NYC "office" on 20 West 23rd and received payments in connection with the use of the space. Several partners were concerned that Hecht is making a profit at the firm's expense. Depending on potential rent-control or rent-stabilization, and the underlying lease, this could result in massive liability and financial repercussions for the firm. This shady relationship is the way the firm apparently prefers to conduct business; along those lines it is unclear whether PB has required worker's compensation coverage. Plaintiff attempted to learn the status of this coverage and Beck arrogantly ignored him. An absence of such coverage can result in severe financial and even criminal penalties.

d. Secured as a client a Soul Cycle Master Instructor from Soul Cycle, who has appeared on *The Amazing Race*, *The Wire* and the movie *Premium Rush*, after she reached out to Plaintiff to handle representation in a personal legal issue.

e. The week before Plaintiff was unlawfully banished, he had an in-person meeting with the GC of a fast-growing company that recently received over $100 million in funding and has seen a 500% growth in headcount over the last two years. Plaintiff was to provide a proposal for a full-service litigation coverage partnership on a going-forward basis but was locked out of his accounts.

f. On the day Plaintiff was banished, he was scheduled to revert with a proposal to his in-house counsel contact through a friend for defense of a company against a recently filed Complaint whose revenues for 2017 exceeded $2.3 billion.

87. Plaintiff focused a tremendous amount of time – upwards of 14 hours day – on business development, marketing, recruiting and other issues. Several PB personnel asked Plaintiff: "Don, do you ever sleep?" Plaintiff frequently worked well after midnight.

c. Pierce Repeatedly Promises Without Equivocation that Plaintiff's Business Development Efforts and Other Contributions Will Be Rewarded

88. Plaintiff informed Pierce during their first interview that he wished to focus on business development and growing the firm. Pierce wholeheartedly agreed and repeatedly tapped Plaintiff's contacts and lauded Plaintiff's immense business development efforts, once messaging Plaintiff: "Zero need for you ever to write briefs and sh*t. Your time and skill set too valuable on other fronts."[31]

89. Pierce emphasized business development as part of the compensation package and very clearly stated the compensation detailed in the Offer Letter Agreement was a bare minimum. Additionally, Pierce regularly praised Plaintiff's business development efforts in firm-wide Slack posts;[32] as well as private Slack threads. Indeed, in early October, when funds were apparently extremely tight (even though Pierce reportedly withdrew at least $75,000 from October 1 until the Isolated Leave on October 12), he noted that people who were not pulling their business development weight would "start to feel it," and explicitly excluded Plaintiff. Pierce also frequently mentioned, including during Plaintiff's interviews, that annual compensation in the seven-figures was a virtual sure thing with strong business development.

90. Pierce's promises were directly in line with the firm's "Career Page," which states: "You will find opportunities at Pierce Bainbridge Beck Price & Hecht LLP you will find nowhere else. . .You will be compensated based on your contribution to the firm the way equity partners are compensated at most

[31] Plaintiff worked closely, at times, with the former long-time Executive Director of a world-renowned firm (the "Consultant"). The individual has an extensive background in law firm operations and was frequently championed by Pierce as the incoming steady and experienced hand that would right the chaotic ship. Pierce represented to Plaintiff and the entire firm repeatedly that the Consultant was "starting soon," which, as with the substantial majority of Pierce's "promises", never happened.

[32] Slack is a cloud-based communications platform used at PB. There are different "channels" for different issues and one specifically for partner communications. While virtually every PB employee's handle is simply their real name, Pierce has chosen *@realjohnpierce*.

firms." (Emphasis added.) In reliance on Pierce's promises, and the full expectation that he would be rewarded for his efforts, Plaintiff went above and beyond to help develop business, as well as grow the firm.

91. The immediate banishment of Plaintiff and all-encompassing communication restriction killed every one of these opportunities and resulted in massive damage to Plaintiff's reputation, as well as a massive blow to his ability to do business with many of these individuals and entities in the future.

92. Shortly before the Isolated Leave, Plaintiff brainstormed with a college friend in the relevant field – medical – reviewed research articles and sought a creative entry point for a slew of potential wrongful death cases involving suicides. Plaintiff discovered a goldmine of a source, an individual with direct experience who was in close touch with several clusters of potential plaintiffs nationwide. Plaintiff continued developing the relationship, and then agreed to meet with his Oregon-based source, Dr. Pamela Wible, in NYC at the end of October. With Plaintiff's brainchild building steam, he looped in four partners and one associate who were all excited about Plaintiff's idea. The Isolated Leave prevented Plaintiff from attending the meeting; the folks he invited into his idea have run with it.

93. Plaintiff was recently informed that the firm is pursuing these cases, which could potentially provide massive publicity, massive payouts and surely will be used as a source for litigation financing. Critically, the people with whom Plaintiff trusted and shared his idea, directly told Plaintiff after that first meeting (an October 29th meeting with Plaintiff's contact, Dr. Wible) which Plaintiff had set up, but could not attend, that they had "a plan" and they would make sure it worked for Plaintiff. This was over five months ago; Plaintiff has heard nothing of any purported plan since. Taking pages out of Pierce's playbook, these people Plaintiff trusted betrayed his trust, stole his idea, turned their backs on him and hung him out to dry while collecting their paychecks. Just about each of the individuals with whom Plaintiff shared his idea has a remarkably low opinion of both Pierce and Beck, as certain of them communicated in writing to Plaintiff several times. Yet, each of them has clammed up and let Plaintiff be almost criminally abused while doing absolutely nothing.

94. Plaintiff's immense effort, resourcefulness and creativity, was undertaken in reliance on Pierce's promises concerning compensation; a view bolstered and supported almost daily by Pierce during Plaintiff's tenure at the firm.

d. Plaintiff Opens a Multitude of Doors for Pierce in the Finance World, but Pierce Sours Certain of These Relationships

95. Plaintiff also introduced Pierce to various individuals in the finance world. Unfortunately, Pierce contaminated one of those relationships through failure to pay. The individual had still not been paid as of May 12, 2019 for services provided in September 2018.

96. Another finance connection reached out around two months after Plaintiff's illegal ouster. He asked Plaintiff: "What the hell is the story with Pierce's tax liens?" He directed Plaintiff to run a public records search, Plaintiff was shocked to see Pierce's over $1.5 million in accrued liens in less than two years; Plaintiff

recently learned that another Remaining PB Partner Defendant, the objectively self-righteous Creizman, also has almost $1 million in outstanding tax liens.

97. Pierce tainted another relationship by missing a meeting with a litigation financier, which Pierce had requested. The day of the meeting, at 7:30 a.m. LSG messaged: "[Pierce[slept an hour . . . no more of this sh!t for him. . . i swear to god, he can't drink anymore. this is the best formula to lose hour [sic] entire firm."

98. Later that day, Plaintiff messaged Pierce: "Get your sh*t together. Whatever you need to do, do it. If there is something, I can do to get you to do it, tell me. Peoples' lives and livelihoods are in your hands."[33]

99. Plaintiff's stern language was warranted. After the Boston Trial, certain of the partners on the Boston Trial team expressed concern about Pierce's non-presence during meetings and prep sessions. LSG also penned a bevy of colorful messages about Pierce's issues with alcohol and related problems that did not paint a pretty picture, many of which Plaintiff discussed with certain of his partners. For example, in one message, during the Boston Trial, Schaefer-Green noted: "[Pierce] kicked me out. then cried for me today. standard protocol." That Pierce was in an emotional state of crying for LSG, may be another explanation why Lorin reportedly was viewed as the clearly superior trial lawyer during the Boston Trial.

100. Plaintiff had discussed the foregoing concerns with General Counsel Beck who advised this was "business as usual" and assured him that she had it under control.[34] Nonetheless, given the import of the next day's meeting, Plaintiff implored Schaefer-Green to ensure Pierce would be ready to go. Schaefer-Green confirmed that night, in an unconventional manner, she sent Plaintiff a picture of the two them in bed together at the Mondrian Hotel, at a reasonable hour, watching CNN.

XI. THE "LIKE SANDS THROUGH THE HOURGLASS"[35] NATURE OF THE FIRM

a. "Not Stable", "Toxic", "Drama-Inducing" – Pierce's Closest Confidante and Long-Time 24/7 Personal Assistant, Schaefer-Green aka "Momma Bear."

101. Schaefer-Green creates problems at the firm by her sheer existence. Multiple firm personnel

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[33] While LSG purports to be concerned about Pierce's drinking, her actions suggest otherwise. The night before, Plaintiff was with Pierce, LSG and Lee Presser, a recruiter, at a hotel in NYC. When Plaintiff arrived at around 7:15 p.m., they had all had a few alcoholic drinks. Plaintiff left at around 9:00 p.m. and implored LSG to make sure Pierce got to bed. She said it would be fine and she'd removed all alcohol from the room but added she would get him "one bottle. . . it's just one and he's been good and has nothing." Plaintiff said absolutely not and had LSG promise she would not; LSG made the promise but given what transpired the next morning she obviously was not truthful, and instead apparently played the role of a classic enabler. Plaintiff communicated the same the next day to at least two of his partners, one of whom was at the meeting that Pierce no-showed and was livid as the meeting was with his partner's personal and professional connections.

[34] Following the Boston Trial, Chang voiced strong concerns about other substance demons similar to those raised by Schaefer-Green. Plaintiff discussed this with Beck in early September, who again assured that it was nothing new and under control. Chang raised additional concerns, concerns echoed in detail by LSG during the Boston Trial, which appear to be valid.

[35] "Like Sands Through the Hourglass" is a reference to the iconic day-time soap opera "Days of Our Lives." A partner at the firm made this precise reference one day during routine PB chaos.

have used the word "toxic" to describe LSG, Pierce has agreed. Multiple firm personnel, including Pierce, have used the word "drama" in connection with Schaefer-Green. Pierce has opined to the entire firm that LSG is "not stable", and tellingly, Pierce assumed that everyone had already figured that out for themselves.

102. Both Pierce and the bookkeeper have complained about Schaefer-Green's lavish expenses including first-class, one-way, travel; LSG appears to use the firm's travel agent as her personal one. She also consistently schedules lunches, dinners and drinks at high end establishments, which she attends. She appears to have had unfettered access to the firm's bank accounts. She is a de facto human resource manager and was the person directly responsible for the termination of an executive level employee who was compensated more than any of the partners. Pierce did not want to fire this individual, LSG gave him an ultimatum and he fired her less than an hour and then lied about it, Pierce's specialty, to his partners. Schaefer-Green is generally thought of as contributing nothing meaningful, and as a substantial drain on the firm financially.

103. Even worse, as noted, LSG enables Pierce's personal demons, which they discuss openly; Schaefer-Green even publicly announces the medication Pierce uses in what appears to be a futile effort to control the situation. Pierce also notes: "[Lauren] gets really jealous. . ." LSG's toxic and drama laden nature are on full display virtually every time she surfaces. For example, in August, the bookkeeper was on an e-mail chain with Pierce, LSG and individuals from Newtek about the failed SBA loan. Pierce and LSG launched into and all caps riddled flame war which led the bookkeeper to state: "Err. My. Gawd. Now I'M in the middle of JMP/Lauren crazy.....via email. So is Tom Cometa! WTF?" Schaefer-Green is an objective embarrassment to any notion of professionalism, as supported by examples throughout the Complaint.

104. As for the LSG-induced drama, suffice to say, LSG somehow manufactured a conflict with Chang, and ultimately opined "FU*K GRACE." Chang is PB's Director of Operations & Managing Paralegal, the longest tenured employee under Pierce; and likely the most universally respected employee at the firm. In his entire tenure at PB, Plaintiff did not hear a negative word uttered about Chang, and negativity was in abundance. Hard worker, conscientious, diligent, gracious, professional, leader, pulls a tremendous amount of weight; partners, associates, administrative staff, clients, all have glowing praise; in sum: Everybody Loves Grace; everybody except LSG.

105. In constant need of attention, Schaefer-Green threatened to walk-out on Pierce in the middle of the Boston Trial. She circulated a photo with her bags fully packed and by the hotel room door. This led to three interesting messages which strongly suggest: (i) LSG is benefitting from and likely actively involved with Pierce's secretly draining firm accounts; (2) LSG has dirt on Pierce which could cripple him personally as well as the firm (which would potentially explain why the Harvard Law School graduate, who was a member of the prestigious Harvard Law Review, and a partner at three internationally respected firms, cedes control to, and keeps running back to, a "toxic", "drama-inducing", individual whose greatest professional achievement

appears to making "friendship bracelets," and who is clearly expediting Pierce's downward trending career. The three statements were all made the same evening LSG threatened to walk:

> Pierce to the entire firm: "As I am sure people have gathered, my former assistant Lauren is not stable. If anyone receives communications from her implicating the firm, please forward immediately to me and do not respond." (Emphasis added.)
>
> Pierce to Beck: "make sure Lauren [Schaefer-Green] knows that I will be thrilled to prosecute her for dozens of counts of extortion if she f*cks with me. I am done being abused and blackmailed by psycho females. Done." (Emphasis added.)
>
> The bookkeeper: "He's telling me, because of Lauren, to call Wells Fargo and cancel his debit card. I have no authority to do that!! (Wells Fargo hosted the firm's trust and operating accounts.)

Pierce's concerns about LSC "implicating the firm" and "extorting" leads one to wonder the nature of the dirt LSG has that could be weaponized against Pierce. Unsettlingly, Pierce has noted: "LSG obviously checks my emails lol. Left my phone out."[36]

106. It is also concerning that LSG, who openly talks about narcotics and other immensely inappropriate topics in front of employees, clients, and potential business partners, apparently had unfettered, or even limited, access to the firm bank accounts; this concern is exacerbated by the fact that Pierce himself has said LSG is "not stable" and a "fu*king psycho."

107. LSG has directed several vitriol-laden, entirely inappropriate and misguided messages at Plaintiff, another partner reviewed certain of the same and opined in much more biting and colorful terms that LSG is substance abusing and classless dead weight. An exchange between Pierce and LSG during the Boston speaks volumes and provides a nice snapshot into many of the issues set forth in the section, which have resulted in massive fiduciary duty breaches by Pierce, with LSG aiding and abetting the same.

> LSG: fu*k you John. get drunk and stay there. i do so much for you.
>
> Pierce: R.I.G.G.E.D.
>
> Pierce: Should I start [martini] #3 just because of u???
>
> LSG: yes.
>
> Pierce: I is already apologized like 5 tines
>
> LSG: go fu*k yourself.
>
> Pierce: Ok no prob!!!
>
> Pierce: Let the record reflect I apologized and u said go fu*k urself. Noted.
>
> LSG: YOU APOLOGIZED ONCE. AND IF THIS WAS AN ISSUE, YOU WOULD BE HERE TALKING TO ME INSTEAD OF BEING A SAD FU*KING ALCOHOLIC.

[36] LSG is not an employee of the firm and has zero discretion. Such access raises privilege and confidentiality concerns.

BLOCKING YOU. FU*K OFF LIAR. AND MAKE SURE TO KEEP ALIDA SO SHE RIP APART THE FIRM. AND FU*K GRACE,

LSG: leave me alone. now your drunk and evil.

Pierce: OK SO THERE IS NO CONFUSION I AM SORRY. AND AFTER I GET SMASHED BECAUSE OF U I WILL BE BACK AND APOLOGIZE IN PERSON

LSG: Lauren do u want me to bring u anything to eat

Pierce: Ok having just one more then done. 3 total.

Pierce: No biggie. #momoneymoprobs

Pierce: Let's see Lauren abandon the entire team not just me. #cantdoit

Pierce: Starting #3 then will be back. #yay!!

[Pierce continues to taunt LSG with hashtags]

LSG: why am i a joke to you! stop John. stop.

Pierce: We need to binge watch billions. Pick the episode danny p style!!! 8

LSG: We are about to sue the fuck out of UTA, Funny or die and will Ferrell for catullo.

Pierce: #SOMUCHFUCKINGFUN

LSG: i'm glad i'm such a joke to you. fuck you. and your martinis.

108. Plaintiff would be remiss if he did not note the allegation that Pierce is a "LIAR," at least demonstrates a level of consistency: Lies in his personal life. Lies in his professional life. In any event, less than two weeks after that exchange, Pierce was scheduled to meet with Plaintiff at 11:30 a.m. on a Sunday at the Mondrian Hotel. Pierce no-showed. With Pierce still unaccounted for at 4:30 p.m., before checking the hospital, morgue and central booking, Plaintiff reached out after speaking to Beck and Bainbridge, LSG proclaimed: "[Pierce] can't drink anymore ever again. we have to help with this...I need him 1000% sober like he has been, to keep the empire growing. . . we'll be all good. that's why mama bear is here." Reassuring.

XII. THE CHAOTIC AND WILD, WILD, WEST NATURE OF THE FIRM BY PIERCE'S DESIGN

a. The Lack of Basic Infrastructure & Pierce's General Dishonesty

109. A premium appears to have been placed on maintaining chaos at the firm, which facilitated the Financial Misconduct. Plaintiff made repeated attempts to increase structure which was ultimately a near exercise in futility. This lack of order was exacerbated by Pierce's overwhelming penchant for dishonesty, as one partner colorfully and accurately opined: "John lies like he breathes."

110. Sorkowitz also took issue with the haphazard PB operations opining: "Functional organizations have a process by which someone has responsibility for a given area like marketing, recruiting, staffing or internal operations, their decisions have buy-in from everybody, and issues are referred to them rather than the ship having 10 captains at a time. This is yet another symptom of that. . .Piecemeal is a bad idea."

i. The Absence of the Most Basic of Policies

111. Indeed, at the time of the Isolated Leave, PB (which had been in existence for almost two years) suffered from these core deficiencies: (i) no employee handbook; (ii) no formal or informal on-boarding; (iii) virtually no policies requiring signature; (iv) no qualified and professional formal human resources function; (v) no compliance function; (vi) no system of internal controls; (vii) no formal conflicts check; (viii) no chief financial officer; and (ix) a mere single trial "victory" under its belt.[37]

112. While such lack of infrastructure is manageable for a start-up firm, it is untenable as the firm increases in size.[38] At the time of the Isolated Leave, PB had around thirty employees in NYC, no suitable office space for the team, all of these failings result in an environment ripe for engaging in unchecked financial foul play.[39]

ii. The Absence of Spending Controls and Pierce's Questionable Use of Funds from Pravati

113. This lack of order provides the perfect backdrop for Pierce to engage in the Financial Misconduct detailed throughout the Complaint. Observations of the bookkeeper and at least one of the firm's partners are illuminating:

- Partner in late August: "Basically john took Pravati's money and fuc*ing spent all of it."
- Bookkeeper in early September: "I've been trying to get [Pierce] to talk to the accountant for months because this is all so loosey goosey."
- Bookkeeper in early September. "[T]his willy nilly free for all is not good for the financial health of the company."
- Bookkeeper, as if writing a script, at the end of September before a Pierce meeting with Pravati CEO, Alexander Chucri, the bookkeeper posited Chucri would say something like this : "[John] where the hell has $2MM gone in less than 2 months? How much revenue have you collected?"
- Bookkeeper in October: "I see the Pravati update on Slack. Sure, hope they put some controls in place soon. Bills are stacking up and John transferred 25K to himself this weekend."

114. In addition to apparently misappropriating Pravati funds for personal use, Pierce also openly disregarded Pravati's wishes.

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[37] This was the Boston Trial and the defense received full recovery on its counter-claim ($270K of $270K) and PB won a small fraction of its claimed damages ($750K of $3.9MM). Notwithstanding these facts, Hecht, proclaimed: "We out-lawyered them at every turn!" (Emphasis added.) Hecht has made a number of remarkably inane posts on LinkedIn concerning the firm; one partner complained of being subjected to almost daily ridicule as a result. Another opined that: "Hecht is a buffoon."

[38] Beck is not concerned. In response to almost missing payroll in early September, Beck was unfazed and stated: "John always pulls a rabbit out of the hat." Beck appears to believe historically covering a handful of employees in a pinch, is analogous to covering 50 employees with a bi-weekly payroll in the area of $500,000. Plaintiff was with another partner, they were, puzzled.

[39] Upon information and belief, the firm, initially registered in January 2017, still had not filed taxes, when Plaintiff was ousted on October 12, 2018. In light of what appears to be Pierce's cataclysmic personal tax situation, this is not a promising sign.

115. In or around mid-to-early August, Pravati advised Pierce to cease any new partner hires unless the potential partner came with a verifiable $2 million book of business. Shortly thereafter, Pierce promoted an associate to partner, who had zero business and had not requested a promotion. Plaintiff and another partner discussed how this was essentially a symbolic flipping-of-the-middle finger from Pierce to Pravati.

116. The fact that Pierce takes the millions of non-recourse Pravati dollars for granted – dollars Pierce is apparently using to fly LSG first class all over the country, pay his tax debts and support his personal demons -- is evidenced by a statement he made in September in response to concerns about PB's financial situation. The timing of this statement is also interesting; it was in the midst of a two-month period for which the bookkeeper reported Pierce withdrew over $200,000 from firm accounts and the very day after Pierce was reportedly involved in the registration of a purported litigation fund Talon LF with the Delaware Secretary of State. Pierce said:

> "All good. Pravati will end up always getting us what we need. In writing Alex has said repeatedly they had allocated 10M to us just for this year. So we could tap several million more from them before Jan 1 no prob. (And I'm sure even more than that if we wanted). Alex is very casual on numbers like me, which is actually one thing I love about him." (Emphasis added.)

117. In light of this September 15 statement by Pierce, Pierce's reported failure to pay quarterly distributions in December, leads to one of two conclusions: (i) Pravati got PB what they needed like Pierce said they "always" would, and Pierce absconded with the money or (ii) Pierce lied. Again.

118. Whatever the case may be, it's fairly certain that Pierce's statement was not truthful, which appears to be his number one area of expertise. A general comment about Pierce was made by a partner and it likely resonates with Alex Chucri (Pravati), Robert Schulman (Pravati) and any private equity investors involved with Pravati: "John is a snake. Not sure what he's up to, but it's no good."

ii. Pierce's Dishonesty Concerning the Firm's Access to Litigation Financing

119. Embellishment, puffery and salesmanship are one thing, brazenly lying and repeatedly doing so is another. As one partner stated, in early October, "[Pierce is] losing track of his lies."

120. The genesis of that partner's statement was just four days before Plaintiff was banished, on October 7, 2018, Pierce announced the following to the entire firm:

> "Re: the litigation funding various investors are now rabidly starting to want to throw big offers at us, so just a heads up will need ur help comparing and contrasting and getting best terms. This will ongoing process other than a one-off mission. I will re-iterate it is absolutely clear from these discussions that volume of cases is just as important as merits." (Emphasis added.)

121. The level of sheer nonsense in here is impressive, even for Pierce. Just two months later, in December, Pierce reportedly failed to pay "guaranteed" quarterly contributions. He then promised to make it

up in January, Pierce reneged again.

122. In or around March 2019, Pierce reportedly represented to a certain vendor to whom he owed hundreds of thousands of dollars for months that the firm had a big litigation financing deal on the cusp of closing, and the vendor would be paid. It is now May 10, over two months later, the vendor has still not been paid. Plaintiff was recently informed that Pierce Bainbridge was reportedly rejected on a financing deal and is back to square one. "Rabidly waiting to throw big offers at us," perhaps Pierce meant something other than money.

123. Pierce's last line in the quote – volume is just as important as merits -- about speaks volumes about both his desperation, as well as about the poor track record of Pierce Bainbridge with respect to results. In September, multiple partners, including Lorin, Pomerantz, Curran, Sorkowitz and others expressed concern with having to handle, in Lorin's words: "dog Plaintiff cases that are not winnable, suck the life out of everyone and decrease morale." Pierce does not care; "volume is as important as merits."

124. The above funding update statement was made by Pierce to the firm on October 7. Just one week earlier on September 29, Pierce made the following statement, it was an announcement to the firm after Pierce's meeting with Pravati that same day:

> "BIG PRAVATI UPDATE: Doing a massive eight figure facility pursuant to letter of intent that may be the largest portfolio lit funding deal in history. In could be $75M. Regardless of precise amount it will be well into the eight figures. . .Generally speaking, they adore us and will be there for us whatever we need always. Can probably stop spending time talking with other funders."

125. It is admittedly difficult to keep up with the lies that apparently Pierce cannot keep track of, but this is something else, again, even for Pierce – he outdid himself. It is actually kind of amazing that the Managing Partner of a law firm can lie so seamlessly to professionals who've entrusted him with their careers. To recap, Pierce made the "BIG PRAVATI UPDATE" announcement to the firm on September 29, multiple layers of lies in there. That said, from agreeing to the "largest portfolio lit funding deal in history" which means we "can probably stop spending time with under funders" to, in just seven days, ending up with the firm wide announcement in paragraph 124 –takes some serious chutzpah. As a partner aptly stated: "This guy [Pierce] talks out of every side of this mouth." He has no credibility; indeed almost contemporaneous with the PRAVATI UPDATE at least three (3) partners and the bookkeeper opined that Pierce was lying.

ii. **Pierce's Dishonesty About the Firm's Abilities Rubs His Firm Personnel the Wrong Way**

126. Pierce's penchant for misrepresentations knows no bounds. This was on stark display with Eric Creizman joined the firm after closing the doors of his firm.

127. Creizman joined the firm and Pierce wished to do a press release. When Creizman learned two other PB white-collar attorneys would be simply mentioned in the release in which Creizman was to be

featured he pitched a veritable electronic fit. At the time, the firm only had three white collar lawyers. Creizman said he far outclassed the other two, and proceeded to spew a stream of self-aggrandizing e-mails to Plaintiff whom he'd never met, which commenced between 4:00 and 5:00 a.m. and continued until around 10:00 p.m., here are some of the highlights, in order of receipt:

i. "I am one of the best white collar lawyers in the City. . .If you guys think it's a big deal that I'm coming, make it sound like it. I hate that I even have to say this because it's embarrassing."

ii. "I'm not leaving my firm to go to a place where my arrival is not treated with excitement. . .I have worked too hard and sacrificed too much of my life to be dealt with this way. Why don't you search my name on Law360 and see how many stories pop up. . ."

iii. "I really want you to search Law360 and see who my clients are."

iv. "Oh, which lawyer is mentioned in this article published today in the NYLJ." (a link was provided.)

v. "I am not a chump."

vi. "I'm not "combining" with anyone to make the white-collar group strong"

128. Each of those lines was in an independent e-mail. There were more. Plaintiff never met Creizman. He responded to one and essentially said pick up the phone. That was somewhere in the middle of the deluge. As it turned out, Eric "I am not a chump" Creizman eventually conceded, but only after he was called out in front of the entire partnership by e-mail.

129. In any event, Pierce authorized a PR stating PB has "the most robust criminal defense practice in New York". The responses of PB personnel are enlightening: (i) "That's utterly laughable." (ii) "It's honestly crazy." (iii) "Sucks all credibility out of this press release." (iv) "I totally agree. It makes the press release look like a farce." To be clear, those are not statements from the outside world. Those are statements from Pierce Bainbridge attorneys – attorneys from the white-collar team.

130. Pierce was not done, he can't help himself, as one partner noted "Pierce lies like he breathes." Pierce posted to his 30,000+ connections on Linked In – "PB now has the best white-collar practice in America. #Creizman." The internal PB commentary again, from the firm's own white-collar attorneys was: (i) "OMFG. That is a ridiculous statement" and (ii) "Lunatic."

131. In light of the selfish conduct set forth above, it is unsurprising that Creizman violated his fiduciary duty to Plaintiff. Creizman also led the charge on a weekend long debate about voting on office space, apparently a vote on inanimate objects was more important than one on his African-American partner; this also was not surprising based on a remarkably condescending and racially-tinged e-mail Creizman sent to Plaintiff, even Pierce thought it was offensive. Pierce opined that Creizman has a "napoleon complex", always has

"something to prove," and asked Plaintiff to take it with a grain of salt.

132. Specifically, Creizman had whined for the entire weekend about office space, regaling everyone with how hard he worked to get where he is --- Plaintiff who graduated Harvard University, Harvard Law School and worked for ten years at one of the very most demanding law firms in the world, immediately researched for Insta-Law Degree, Insta-Bar Exam, Insta-Partnership apps but came up short – Creizman refused to pick up the phone, instead harassing everyone's weekend with incessant interrogation style e-mails. Plaintiff, offered to have a call or meet in person several times, Creizman continued with the essential spam, so Plaintiff did him the courtesy of responding, and Creizman had the nerve, like a true Colonial Caucasian to respond: "Tone."

133. Yes, Eric "I ain't no chump" Creizman responded to the African-American plaintiff, with two degrees from Harvard, and who is older than Creizman, with "Tone." Creizman would never address a white male partner in such a condescending manner.

iii. The Revolving Door of Finance Professionals and Pierce's Never-ending Stream of Lies

134. Pierce's dishonesty was on full display just last week. Pierce Bainbridge, reportedly having recently been rejected for funding and on the brink, wished to have the world believe that PB had hired its "first-ever" CFO as illustrated by one publication noting: "Kevin Cash, who was chief financial officer for Orrick, Herrington & Sutcliffe, is joining Pierce Bainbridge as its **first-ever CFO**." (emphasis added) This statement is false.

135. Pierce undoubtedly manufactured this lie and intended to deceive, among others, the plaintiff consuming public, potential investors, potential lenders and potential lateral hires. Contrary to Pierce's nonsense, around five months earlier, in December 2018, Pierce Bainbridge hired John Polizzotto for the CFO position.

136. While PB appears to have done its best to scrub any connection to Polizzotto, including reportedly making an immediate payment to Polizzotto in exchange for his silence, the PB revisionist history team missed one critical document. In December 2018, PB issued its monthly newsletter. The second page of the newsletter contains a section titled: "Strikeforce Lateral Hires" and lists a number of PB recent hires. The third-entry from the bottom states: "John Polizzotto (Chief Financial Officer and Chief Operating Officer): Finance and operations overlord John joins us most recently from Seeger Weiss and brings 30 years of experience leading law firms and institutions." (emphasis added.) Polizzotto also appeared on the firm's website for months.

137. Given the reported Financial Misconduct, Polizzotto's relatively short tenure, and reported "hush money" payment is a serious red flag.

138. Notably, even before Polizzotto, in or around late September, Pierce Bainbridge hired a "financial consultant in lieu of a CFO." The individual had spent over four years as CFO of a major top tier

law firm. The relationship lasted about three weeks.

139. The individual resigned at the end of September, after Pierce refused to make good on a bill for less than $30,000. Interestingly, on October 1st, Pierce reportedly withdrew $25,000 and on October 10th Pierce reportedly withdrew $50,000. In addition, on October 2nd, the bookkeeper reported the Pierce had withdrawn "$200K+" over the last two-month, adding it "boggles the mind" and noting "I've seen it before." As of today, the individual has still not been paid and his communications to PB go unreturned. Paying off his taxes and his alimony, took precedence overpaying people Pierce was contractually obligated to pay.

140. Illustratively, Plaintiff was involved with a CFO search during his last days at the firm. As candidates were being vetted the bookkeeper wisely noted: "[Pierce] going to make it very difficult for a CFO to do their job, unfortunately. . . Fiduciary duty" means nothing to him." It would be interesting to explore this statement with Polizzotto, who worked at the firm as CFO for at least four months. Unfortunately, it appears that Pierce has paid to make sure that never happens – silencing people who do not leave on friendly terms and have an insight into the finances of the firm appears to be a theme.

XII. THE MASSIVE AND DISTURBING PIERCE AND BECK FINANCIAL MISCONDUCT

a. The Illicit and Questionable Financial Activity via the Firm Bank Accounts

141. Unlike the Management Defendants, Plaintiff challenged Pierce when warranted, and Pierce knew that Plaintiff would not tolerate the Financial Misconduct. As a result, it appears that Pierce leapt at the opportunity to conspire and collude with the Management Defendants, Yim/Putney and Schaefer-Green to oust Plaintiff by exploiting Doe and the False Allegations.

142. To recap, Pierce reportedly (i) diverted hundreds of thousands of funds from the firm bank accounts; (ii) engaged in potentially illegal misconduct concerning the firm's client trust account; and (iii) provided substantial financial assistance to the Plaintiff in the Billion Dollar Case, which assistance likely outvalues the value the prior lawyer had put on the case for settlement.

143. The bookkeeper noted in early October that Pierce had withdrawn over $200,000 or more in the last two months, and said she wasn't surprised; given Beck's frequent statements about "running to the bank," as well as access to firm accounts, she knew or at minimum should have known.

144. During that period, the firm apparently almost missed payroll, as a result of a Pierce moratorium,[40] expenses had not been paid, the bookkeeper had not been paid, there was insufficient "cash", according to Pierce, to make a required payment to Pravati, Pierce was involved in the registration of a litigation

[40] In mid-to late September, Pierce decreed a moratorium on payments to creditors: "NO MORE SPENDING UNTIL WE HIT PAYROLL AND LET'S COLLECT. NONE. THX." (All caps in original) To be clear, Pierce meant that creditors were not to be paid.

fund (Talon LF) on September 14 with the Delaware Secretary of State, and Pierce had the audacity to ask personnel to negotiate for $250,000 in a direct payment to the client in the Billion Dollar Case, when Pierce reportedly already had paid for living quarters, paid for case travel, and given a paid (and likely no-show) driver's job. While Plaintiff was not close to the case, it sounds very much like Pierce was doing everything in his power to reduce the attractiveness of a settlement to keep the "$1 Billion Case" on the PB books.

145. On September 24, the dire financial situation of both Pierce and PB were on full display. Pierce was fearful of missing payroll and desperate to close the $1 million SBA loan from Newtek, backed by his client's $6,000,000 home to close. Once again, he tried to tap Plaintiff's connections.

> Pierce: "Do u have any buddies or leads at banks who can move fast? In order to spring free this 1M Newtek SBA loan this week turns out I need to borrow like 175K or something quick to wipe out some state tax liens that are on my house. Fu*kers just brought this up at last moment. Was initially going to be post-closing condition that it be done by 10/31. Now they want done preclosing. I hate them."
>
> Lewis: "Do we have anything in writing from Newtek that says it's last condition?"
>
> Pierce: "I dont think so. Just the term sheet maybe. Let me find. I think the issue is I was on a payment plan then back in January I was so busy I missed a payment. Something like that."
>
> Lewis: "Call me. What's collateral for $175K?"
>
> Pierce: "Just tried. Have 400 or 500K equity in house, but that is already collateral for Newtek loan. Also, can pledge my future income from firm or whatever."
>
> Lewis: "Spoke to a friend. Get something from Newtek that upon payment of $175K the $965K will be released and should be fine for expedition."
>
> Pierce: "Awesome. Will get thx so much."

146. As expected, Pierce did not produce what he said he would. Unable to do so, Pierce instead called Plaintiff and asked if he knew any loan sharks. For a second, Plaintiff believed Pierce's ask may have had something to do with Plaintiff's race and/or father's religion, but with the benefit of hindsight, Plaintiff chalked this up to Pierce being a sad, shell of himself, suffering from LSG corrosion, and trying desperately to keep the massive house of Pierce Bainbridge cards from crashing down all around him.

147. In that vein, and to crystallize the picture, this is a good spot to provide an overview of Pierce's personal financial issues. Plaintiff and another partner approached Pierce in late August with concerns about the pace of hiring; Pierce was unfazed and nonchalantly stated "I was broke when I flew to London." Pierce then took a misplaced retaliatory jab at the other partner about payment issues with a client; issues that were created due to a misguided unilateral decision by Pierce, in direct contravention of the views of two his

colleagues with vastly more experience in the particular field.[41] Pierce then said he was unconcerned, Pravati would always give him money, they had already given him millions of non-recourse funding and cavalierly mad a "too big to fail" reference.

148. Plaintiff thought perhaps Pierce was overstating it when he said he was broke, as it turns out, he apparently was not, and Pierce's personal financial situation, similar to that of Pierce Bainbridge, is apparently in critical condition. Indeed, according to public records, Pierce has accrued over $1.5 million in tax liens since June 2017; in addition, a financial advisor, whose son interned at the firm, opined that Pierce has "brutal credit" which resulted in rejection of a $1 million SBA loan to be collateralized by a client's $6 million home; and Schaefer-Green speaks derisively of his semi-monthly substantial monthly alimony obligations, which total $21,000/month. In August, Pierce was late on certain alimony payments; Schaefer-Green characterized efforts to have Pierce honor his obligations as "harassment" and "toxic distractions," in addition to other colorful and derisive statements about Pierce's ex-wife.

149. On September 28, after Pierce announced another moratorium on payments to creditors, the bookkeeper justifiably complained about being hamstrung and harassed by creditors. Pierce reportedly had a meeting with Pravati and announced to the firm that an alleged letter of intent for a "massive eight-figure funding deal," potentially the "largest in history" had been signed. Several events thereafter strongly suggested, once again, Pierce was not truthful.

150. On September 30, Pierce advised that he was meeting with the Billion Dollar Case plaintiff. Shortly thereafter, Pierce directed Plaintiff and multiple partners to negotiate for $250,000 in funding from Pravati to be paid directly to the Billion Dollar Case plaintiff. To recap, the prior lawyer wished to settle the case for $400,000. Pierce, according to the bookkeeper, had already paid and presumably was continuing to pay for all of the plaintiff's case travel, already paid and presumably was continuing to pay to put plaintiff up in a house in LA, had already paid and was continuing to pay to for plaintiff to be his very likely no-show driver; and now Pierce wants to throw this client another $250,000, at a time when the PB firm could not even pay its bills and almost missed payroll.

151. On October 2, Pierce reportedly withdrew the $25,000 which rendered Beck unable to send the firm's travel agent a wire for $20,000; "bloated" travel expenses were also noted by the bookkeeper, and a concern expressed, which Pierce had expressed as well, with regard to Schaefer-Green's preferred method of travel – one-way, first class. Tellingly, both the bookkeeper and another partner opined that Beck would do

[41] Pierce had flown to London earlier in the year to explore a potential deal. In a rare show of independence, Co-Managing Partner Bainbridge questioned the deal in detail. Others were concerned. Bainbridge eventually did an about face. Plaintiff asked Bainbridge why, he was ignored by the typically highly responsive Bainbridge. Plaintiff asked Bainbridge again, he was ignored again. Plaintiff eventually said to remove him from the discussions on the issue, as he believed further exploration was a waste of time and limited time better spent elsewhere. This was two or three days before the Isolated Leave.

nothing about Pierce withdrawal that rendered her unable to fulfill her obligations. Unsurprisingly, Beck, as always, when Pierce was involved, did nothing.

152. The bookkeeper also noted around this time the apparent deposit by Pierce in the operating of $150,000, which reportedly was earmarked for the client trust account pursuant to the relevant engagement letter.

153. On October 9th, at least two firm creditors followed up with Plaintiff about non-payment and one expressed displeasure with Pierce not responding to communications; another creditor, owed in the six-figures, was also displeased and looking for answers; as Chang once pointed out, it is classic Pierce, to create problems, avoid them and leave others to clean up his mess.

154. On October 11th, on the heels of receiving a $1 million infusion from Pravati to make payroll, Pierce transferred $50,000 to himself.

b. The Billion Dollar Case on Which the PB House Appears to be Precariously Built

155. During Plaintiff's interviews in April and May, Pierce bloviated about the Billion Dollar Case. Pierce even asked Plaintiff to broker a meeting through his contacts with the CEO for one of the defendant companies in that case; Bill Gates.

156. This massive $996,000,000 delta is massively disturbing and cannot credibly be chalked up to a subjective difference of opinion. Beck, Price, Hecht and Bainbridge all actively supported this Billion Dollar Case narrative during Plaintiff's interviews and have continued to support potentially questionable conduct concerning staffing of this case in the week of the Isolated Leave, which resulted in much discussion and disagreement with virtually every partner involved, other than the Management Defendants and another partner, found the staffing and case actions to be puzzling.

157. The staffing change was not just puzzling, it also illustrated that Pierce lacks any modicum of a moral compass and, for all Pierce's self-aggrandizing about his purported time in the military and nonsense about loyalty; Pierce is remarkably disloyal. As one partner noted a week before the Isolated Leave: "John's quite the guy man. Quite the guy. Manipulate the innocent. Backstab the hardworking."

158. In this instance, a partner had worked the case tirelessly for around four months. After the partner attended a hearing in late September when the presiding judge stated towards the end of fact discovery "I haven't seen anything that you've mentioned to me that says you have any scintilla of a case," the partner justifiably had a different view than the Billion Dollar Case narrative Pierce was pushing. Despite the partner working like an around the clock machine, once again exhibiting Pierce's juvenile avoidant ways, and compete lack of leadership, Pierce dismissed this partner from the case via a Slack message to the entire firm.

159. There was an exacerbating factor, however. The partner was out of the office dealing with a

serious personal issue and upon seeing the Pierce's Slack message opined: "I honestly think it's insane that I find out on Stack while I'm [dealing with a personal issue] that John has decided that I'm off a case I've led for four months. Mind you, happy to be off, but John is amazingly unprofessional."

160. Once again exhibiting his utter lack of class, Pierce characterized the other partner he kicked off the case as "another low E.I. quotient," they subsequently had a back and forth with "D-Day" (Pierce) and "material issues of dead Nazis" (Partner) being invoked. Virtually everyone who weighed in on the issue, including Lorin, who was justifiably considered the sharpest attorney at the firm, and was the individual Pierce typically turned to on these issues, agreed with the partners who had been working the case, or felt it was right to show them some respect and let them handle their own case. Once Lorin disagreed with Pierce, he was relegated to persona non grata status. Even associates spoke up to tell Pierce that his analysis and strategy were misguided.

161. It mattered not; the cavalry of the obsequious soon came to Pierce's rescue. As if on cue, Bainbridge, Hecht and Price joined the thread to do their master's bidding, yet again, but this time they had an ace in hole. Price offered an approach that would make most reasonable legal minds hurt very badly, Hecht immediately and obediently agreed. Curran, who is likely the firm's youngest partner, clerked for the 11th circuit and is considered to be a sharp attorney joined the fray.

162. Details are not relevant but suffice to say that several partners who have been around the block, opined that Curran, who Plaintiff considered a decent guy, was being played and used by Pierce, but was unfortunately too green to realize the same. One illustrative exchange summed it up, one partner stated: "The problem with Doug is that he doesn't realize he is being used as a pawn in John's game." Another responded: "That's exactly his problem, but you have to be pretty stupid not to see it, so I can't feel that bad for him."

163. On the Pierce pawn issue, Curran is certainly not stupid, so it is surprising, but Pierce is definitely racking up his pawns, Beck, Doe, Hecht, Bainbridge, Curran, to do Pierce's duplicitous and dishonest dirty work.

164. The next day, on October 11, after receiving the disturbing information from the firm's bookkeeper, including that very morning, receiving notification of Pierce's $50,000 withdrawal and the massive financial assistance to the Billion Dollar Case client, as well as the demand from Pierce the day before to Plaintiff and others to negotiate $250,000 of funding for the same client's direct benefit, Plaintiff told Pierce to cut it out.

165. Notably, Pierce had dubiously (as for the first part) claimed: "I'm the most loyal guy in the world until somebody f*cks with me." The very next day after he told Pierce "no more with respect to financial misconduct," Plaintiff was put out and ultimately ousted from the partnership through an ultra vires and ultimately illegal act. Pierce then set in motion his depraved scheme to destroy Plaintiff reputationally and

financially.[42]

166. The attempt to COVER-UP Pierce and Beck's gross, and potentially criminal, financial misconduct had begun in earnest. Given the length of the Complaint, it is worthwhile to again set forth a few, not all, of the multitude of exceptional facts, many of which NEVER happen in any other context, ALL of which happened here and strongly suggest an orchestrated and collusive effort to cover-up and silence Plaintiff, just like Pierce just paid off a guy who was CFO for four months and PB acts like he never existed. To recap:

i. the attempts to immediately demonize Plaintiff and shatter his credibility through abject lies,
ii. the forced isolation of Plaintiff which overrode the will of the partners,
iii. the immediate locking of plaintiff out of all of his accounts,
iv. the bogus threats of criminal charges,
v. the absurd lifetime gag order requests,
vi. the Constitutionally violative gag order direction in Plaintiff's illegal termination letter,
vii. the e-mail threat from Pierce to Plaintiff after Plaintiff was terminated to "let it go" or "I'll see you on a witness stand someday."'
viii. The reported statement by LSG "we got rid of Don because we didn't trust him."
ix. the gag order that remains on all PB employees to this day, and
x. the almost immediate illegal expulsion of a partner two months after the partner said Plaintiff got a raw deal.

XIII. THE DOUBLE STANDARD FOR AFRICAN-AMERICANS MISOGYNISTIC, BOORISH, OFFENSIVE AND PIGGISH TREATMENT OF WOMEN

167. General Counsel for PB, Beck, has a clear double standard when it comes to race, for Caucasians (a substantially lower standard) and another for African-Americans (a substantially higher). Beck fails to take any action against Caucasian personnel who (i) routinely make sexist, misogynistic and grossly offensive comments about women, both in public to the entire firm, as well as in private messages to Beck and others; (ii) have been the target of gender based claims of a hostile environment, (iii) make derisive comments about Beck herself, as well as other PB female personnel and (iv) have, according to both Beck and Schaefer-Green, reportedly engaged in sexual relations, explicit sexual discussions and/or inappropriate flirtations with former and current Pierce Bainbridge female personnel. Beck's penchant for holding blacks to a higher standard than whites was clear early in Plaintiff's tenure.

[42] Less than a month before the Isolated Leave, Plaintiff informed Pierce that he was "about to go write the biggest check I ever have in my life...all types of agita." Pierce responded: "I will get you some extra money. Really appreciate all the crazy hard work." Pierce lied. He gave Plaintiff a very small bump in his non-employee quarterly distribution, the same bump was provided to others. Instead, Pierce attempted to use this information against Plaintiff hoping that he would be unable to financially withstand the all-out depraved assault. Notably, another partner received a similar communication and indicated he has "No Cash," as he had just bought a house. This partner, breached his fiduciary duty to Plaintiff as well, with a clear motivation to protect his personal finances at Plaintiff's expense.

i. The Patrick Bradford Hiring Fiasco, Beck's Discriminatory Ways & Bradford's Ultimate Fiduciary Duty Breach

168. Just one week after Plaintiff started, Beck displayed her somewhat well-hidden bigoted true colors. Plaintiff recommended Patrick Bradford ("Bradford") for partnership. Bradford had served for around ten years as the first African-American Equity Partner at the world-renowned Davis & Polk law firm and his resume far surpassed those of any of the recent PB Caucasian partnership hires. Bradford had also personally met a substantial number of PB partners, including Pierce and LSG, all of whom were impressed by him.

169. Beck immediately called Plaintiff, and demanded Bradford first produce a "book of business" for review; Plaintiff conceded for the sole reason he'd only been at the firm a week and Bradford insisted Plaintiff not put himself in jeopardy. The same "book of business" request was not made of a single white partner in Plaintiff's time at the firm, including several Caucasians who had never been a partner at any law firm, much less at one of the most prestigious law firms in the world.

170. Bradford, justifiably, was not pleased. He perfectly captured the obstacles faced by African-Americans, and, apparently not clear that Beck was the primary obstacle, expressed dismay stating:

> "Now look. I VERY MUCH APPRECIATE your trying to get me in. But we both know that when White boys start moving the goal-posts things may not work out. PLEASE do not harm your status in the firm trying to get me in. After all, many large firms with hundreds of lawyers celebrate having one Black lawyer. Two may well just be one too many for the PB's new NYC office."

171. Around three months passed, Curran brought up the lack of diversity in the partnership, he received nice support and Beck, in truly hypocritical fashion, tried to glom onto Curran's idea and once again was less than honest with her partners; Beck failed to disclose that she had previously blocked Bradford's candidacy.

172. With Curran having created an opening, Plaintiff reached back out to Bradford to see if he was still interested. Bradford illustratively stated:

> "And I do not want you to mess up your situation on my behalf, and I mean that sincerely. The fact that I was being asked to submit a business plan (when my understanding was no other potential partner was) let me know that it was unlikely to work out. This, when my objective qualifications exceed some of your partners - - that is if I were White. Folks come up with all sorts of justifications for their.....shortcomings let's say. . .I don't think you should risk harming your relationships in your new firm on my behalf. And I do sincerely thank you for your efforts, including this update. I hope that you and your family are well."

173. Bradford was hired thereafter and his first day was Monday, October 15th, the first business day after Plaintiff was placed on leave. Bradford was at the firm during the entire month of the "sham" investigation, while Plaintiff was still a partner. Bradford received the Misconduct Letter. Bradford stated multiple times that the treatment of Plaintiff as a partner was abhorrent and fiduciary duties owed to him had been breached

in a reprehensible and despicable manner. Bradford received Plaintiff's communication to the partners about his illegal expulsion. Notwithstanding all of this, Bradford did absolutely nothing. He collected his paycheck and let Plaintiff be treated more like a brown person during the days of Jim Crow, then his partner at a modern-day law firm.

174. Bradford has also completely abandoned Plaintiff. The individual responsible for getting Bradford the job, and who assisted Bradford with revisions to several versions of his "book of business," and who Bradford, by his own words, said was risking his status at the firm for Bradford, has not heard from Bradford since November. Bradford has not only violated a long-term friendship, but by his very own analysis he has breached his fiduciary duty to Plaintiff and been complicit in the rest of the PB Partner Defendants' breaching their duties as well.

ii. **The Remarkable and Disturbing Racial Double Standard with Respect to Treatment of Women at Pierce Bainbridge**

175. General Counsel Beck condoned Pierce's view of women as "fu*king psychos", "stick up artists" and "extortionists". In Beck's world, if the Caucasian Pierce, who regularly makes misogynistic comments, and who has had gender-based lawsuits threatened against him, has issues with women, it's the women's fault -- they are pyschos and extortionists. However, the African-American Plaintiff is "guilty and set-up to be hanged" before a single question is even asked of him. This is a stark example of racially disparate treatment.

176. Prior to diving into the entirely outcome pre-determinative joke of a borderline criminal "sham" investigation to which Plaintiff was subjected, it's worthwhile to provide an overview of the climate for women at PB.

177. General Counsel Beck should be ashamed of herself for many reasons related to this matter, but as a woman, this is particularly disgraceful. Pierce's misogynistic reputation is fairly well-known, as two firm partners can attest, a female potential lateral decided not to join PB and said she loved everyone but could not work anywhere that Pierce works; the candidate said if Pierce was gone, she would join.

178. The most seamless way to do this is to simply present a laundry list of items.

a. Sawsan Charif, a former female administrator, is fired from the firm. According to Beck, Charif sends a letter threatening a hostile work environment claim against Pierce. The letter is never circulated. No litigation hold is circulated. Virtually every single post from Charif disappears from Slack. Pierce says that Beck did the deleting and exclaims: "Jesus Christ!" Pierce then posts on Slack that no one should ever delete Slack posts, rather than addressing Beck directly. Beck is the firm's General Counsel. The fact that she is altering evidence is reprehensible.

b. Upon receiving a report from Sorkowitz about the investigation of a male judge for using "sexist and verbally abusive language in his dealings with attorneys," Pierce posted firm-wide: "Ha Now THAT's my kind of judge."

c. Pierce sends a message to Beck about LSG after a temporary falling out: "make sure Lauren

knows that I will be thrilled to prosecute her for dozens of counts of extortion if she f*cks with me. I am done being abused and blackmailed by psycho females. Done."

d. Pierce pens a message about his dalliances with a relative of El Chapo, the Narcotics Kingpin: "U should meet my sociopath ex GF the undocumented Mexican UCLA slut who went to jail for beating me. . .Last name Guzman. Of the El Chapo family. Good in bed though"

e. Pierce posts on Slack for the entire firm something to the effect of all LA woman are hold-up artists and their stories of abuse should not be believed. Pierce also suggests that they never go to the police because they are in it for the money.

f. Pierce on whether his ex-wife Alyze Pierce should be kept off of all communications: "For now yes. She is being a bitch again about the amendments I am insisting on in our divorce agreements...But she will break and I will get her back involved within a couple of days. She can actually be a big asset on the newsletter, collections, biz dev and other stuff."

g. Hecht talking about a female employee: "She says she's a fu*king hustler in the article. pic could be the cover of Hustler mag. Wtf seriously."

h. Pierce posts on Slack for the entire firm to see that he is going to be away on trial in Boston and notes: "Please try to only reach out to me if it is an absolute real emergency or earth-shattering miracle, i.e., my ex-wife all of a suddenly starts to demonstrate rational behavior."

i. Hecht sends an offensive rumor mongering e-mail to Pierce with unsubstantiated claims about a female employee suggesting at least four sexual relationships, one with a married person, one with a client at another firm, one with and expert witness and injects the juvenile phrase "fooling around" with respect to these unsubstantiated relationships and sharing speculation that this female retained her prior job because she "had 'something' on someone one."

j. Pierce opines on Chang who is likely at least 15 years younger during the Boston Trial: "Grace is crushing on me and she is jealous lol. . . So God damn funny I can barely contain myself. Fuc*ing chicks. Whack jobs. So hot. And so sweet."

k. Pierce continues: "[Grace] is all plump and cuddly lol. Well just compared to what I am what I am used to that's all. She is perfect. Lauren is a fuc*ing psycho. I'm a magnet for them. U will see. MAGNET. Wait til u meet our classmate my ex-wife. Jesus Mary and joseph. #oneofakind #theybrokethemold. Problem is normal chicks like Grace are scared of me. The psychos are drawn to me. Great."

l. Pierce posts to the entire firm: "As I am sure people have gathered, my former assistant Lauren is not stable. If anyone receives communications from her implicating the firm, please forward immediately to me and do not respond."

m. Pierce posts to firm: "For reference, yes, Lauren has unquit on me again. This is standard operating procedure and will certainly occur another thousand times in the history of the firm. And yes, her and I have some kind of dysfunctional co-dependent craziness going on."

n. A partner complains that a Caucasian lateral partner candidate should be shut down because he is a "harasser" who "makes my skin crawl." Plaintiff shuts it down after much resistance from Pierce. Plaintiff is put on leave a few days later. Pierce invites the candidate in to be interviewed.

o. Pierce expounds on why he thinks a female employee should come to meeting: "And bring [female employee] since all males will salivate over her."

p. LSG on Pierce and a female employee: "the only reason he wants to keep [same "salivating" female employee] is, they have some deep, trashy slack situation happening and he can get SUED for all his inappropriateness. SUED. so, he's treading lightly and making us all squirm..."

XIII. BECK FABRICATES AN UNSUPPORTABLE BASIS FOR THE ISOLATED LEAVE

179. As has been made clear throughout the Complaint, Beck has a vested interest in covering-up the Financial Misconduct and she also treats black people worse than she treats white people. Beck also appears to have a legitimate affinity for grossly unethical and/or grossly incompetent misconduct; indeed, a cavalcade of Beck's misconduct is attached as Exhibit A. In light of this all, Beck's statement to Plaintiff in her October 15 "Summary of Allegations" letter to Plaintiff, where she essentially falsified the contents of an exchange she withheld, that, "we take allegations of unethical conduct very seriously," is Massively Disingenuous. Plaintiff implores the reader to review the Beck misconduct exhibit and the Beck Discovery Abuse better and then recall that Beck claims she takes allegations of misconduct very seriously. It is truly absurd.

180. Beck claimed that the Isolated Leave was necessitated due to the "nature of the allegations," which is simply not credible. The date of the primary alleged misconduct was Saturday, July 7. This False Allegation was reportedly made on October 4, 2018. The "nature of the allegations" did not change during the over seven days that lapsed from reporting (October 4) to banishment (October 12).

181. Beck's bogus rationale is independently belied by an event less than a week after Plaintiff's removal. In late September, a female partner asked for Plaintiff's help in ending the candidacy of a potential lateral partner she accused of precisely the same "nature of allegations." Plaintiff ended the candidacy after resistance from Pierce. The week after the Isolated Leave, Pierce and Beck invited this individual into PB for interviews.

182. This is disturbing on several levels and starkly illustrates how Pierce, Beck and Hecht not only weaponized offensive racial stereotype to demonize Plaintiff, but actually truly believe Caucasians deserve better treatment than African Americans. The African-American high-performing partner who has brought a ton to the firm and given it his all, frequently working through the night, gets banished in an instant purportedly based on the "nature of the allegations." And less that one week later, a white guy accused of precisely the same nature of misconduct, who has done nothing for anyone at the firm, other than have one partner say horrible things, gets a pass to walk right into the door, while the black Partner is still relegated to solitary confinement as if he has some type of disease. Racially disparate as racially disparate gets.

183. In any event, the circumstance that did change during the eight days was Plaintiff admonishing Pierce about the Financial Misconduct.

XIV. THE DEMONSTRABLE SHAM "INVESTIGATION" OF THE FALSE ALLEGATIONS

184. Plaintiff acknowledges that that this "sham investigation" section is lengthy and heavily detailed. This level of detail and a close reading is required to conclusively (i) demonstrate that the investigation was an unmitigated sham and (ii) illustrate the incredibly strong support for the notion that LSG, Beck, Pierce and perhaps the other Management Defendants either put Doe up to this or exploited her after the fact. Either way; it is abundantly clear that they knew, or at the very least should have known, prior to banishing Plaintiff by leave in October, and over a month before his illegal expulsion in November, that the False Allegations were indeed false. The assault on Plaintiff was a collusive and deceitful charade and discovery will simply crystallize the picture and reveal potentially criminal misconduct.

185. Pierce's actions are entirely consistent with a cover-up. Indeed, this is a classic case of attempting to dirty-up, marginalize, isolate and defame the whistleblower to the point where that individual, here Plaintiff, has no credibility. For example:

i. Pierce, who was Plaintiff's law school classmate, in the same small section, over 20 years ago, never once had a conversation with Plaintiff. Pierce put Plaintiff on leave by e-mail. Pierce terminated Plaintiff by e-mail. Pierce refused Plaintiff's efforts to have a conversation. Pierce never once sat down with Plaintiff and looked him in the eye.

ii. Pierce himself repeatedly referred to women as "extortionists", "stick-up artists" and the like, yet condemned Plaintiff without a single conversation based on false allegations by the wayward Doe who, upon very little research, has a troubling past, and numerous credibility red flags.

iii. Pierce realized his promise of "procedural fairness", breached accepted protocol and immediately defamed Plaintiff by sending a deliberately inflamed version of the false allegations to all of Plaintiff's partners, and then banned them from ever communicating with Plaintiff again.

iv. Pierce believed that the highly accomplished Plaintiff, with a sterling record, would fear ever bringing a public lawsuit and endure the false allegations against him being made public. For Pierce, he had removed the problem with two e-mails – the leave e-mail to Plaintiff and the defamation e-mail to the Partners – and could move onto the next.

v. Pierce immediately banned Plaintiff from talking to any firm employees or partners and immediately banned them from talking to Plaintiff.

vi. Pierce and Beck directed Yim to offer absurd settlement demands that required Plaintiff to accept never speaking to any Pierce Bainbridge employee for the rest of his life about any subject matter whatsoever. As Plaintiff repeatedly asked, without ever receiving a satisfactory answer, what was it that Pierce and Beck so desperately wished to hide.

vii. Pierce and Beck directed Yim to make repeated extortionist threats of bogus criminal charges and potential arrest.

viii. Pierce, Beck and Bainbridge penned a termination letter that purported to control Plaintiff's Constitutional rights and direct him to comply with the lifetime gag order.

ix. Pierce has reportedly terrorized PB personnel about communicating with Plaintiff.

x. Pierce attempted to threaten Plaintiff by e-mail shortly after he was terminated and essentially told him to shut his mouth and move on.

Unfortunately for Pierce, despite the despicable efforts of him and his minions LSG, Beck, Bainbridge, Hecht and also Yim, as well as the complicity of the greedy and selfish Remaining PB Partner Defendants, he failed. Plaintiff is still standing and their secrets, in abbreviated form, as there is much more not covered in this Complaint, are being exposed for the world to see.

186. As thoroughly detailed below, the "sham" investigation was: (i) not conducted consistent with reasonable procedure or standard practice; (ii) devoid of basic logic or common sense; (iii) contrary to any notion of basic fairness; (iv) violated the NYS Guidelines and (v) violated the N.Y. Rules of Professional Conduct. The litany of violations, purported ignorance of relevant guidance and laws, bizarre and inane positions, and strikingly foul play are staggering.

187. Yim/Putney and Beck/PB engaged in brazen deceitful and fraudulent conduct, to effectuate a sham investigation, which ignored exculpatory evidence, deliberately misconstrued evidence, failed to preserve evidence, was rife with fraudulent, collusive and malicious misconduct, including unwarranted extortionist threats of criminal prosecution and absurd demands for a lifetime gag order. Beck and Yim have committed legal malpractice in a plethora of ways; pursuant to applicable law which permits for malpractice absent direct representation and/or privity.

188. As for Beck, as discussed in more detail below, she had no business being involved with the investigation in the first place. She was remarkably conflicted, more so than any other individual in the firm; and Beck's flagrant disregard for disciplinary rules and the law, enabled by the absence of any policies and semblance of professional order at Pierce Bainbridge, as well as flagrant disregard for any level of human decency is unbecoming of a member of a bar in any state in America. The Complaint has already covered Beck's general incompetence supported by contemporaneous quotes of Peirce and her partners.

a. Yim/Putney and Beck Appear to Have Conveniently Ignored the Timing of Allegations Made the Very Day After Doe Was Feeling Threatened About Her Free Reign

189. Yim/Putney and Beck conveniently disregarded the timing of Doe's alleged date of reporting. She is alleged to have reported on October 4th, about a purported event in early July -- which was just a few weeks after Plaintiff started at the firm. The timing coupled with Doe's history of dishonesty is telling.

190. According to another partner, on October 3rd, the very day before the report, Doe "straight up lied" to Pierce in response to an e-mail from Plaintiff requesting a status update; the update related to a project of another partner and associate who previously raised concerns about Doe's lack of responsiveness. The associate also said Doe's response was a "lie."

191. On October 3rd, Plaintiff e-mailed Remaining PB Partner Defendants Lorin, LaVigne,

Creizman, Pierce and Pomerantz, to set-up interviews with a senior paralegal specialist from a world-renowned law firm. Unbeknownst to Plaintiff, Pierce had provided Doe access to his e-mails, which Doe, very likely read. On October 4th, the day the False Allegations were made, Plaintiff in his efforts to establish firm procedures and compliance with law, circulated the NYS Guidelines on sexual harassment.

192. Plaintiff had been actively recruiting the senior star legal assistant at one of the most demanding, and well regarded, law firms in the world. PB Partner Defendants Pierce, Creizman, Lorin, Pomerantz and Pierce supported the recruitment and agreed to interviews on October 3, the day before the False Allegations; because, as Plaintiff now knows, Doe had access to Pierce's e-mails she was aware this was in the works.

193. Doe, on the other hand, is just over 20 years old with no prior law firm experience. Although she works long hours, which Plaintiff recognized and commended, as the first paralegal in the N.Y. office Doe was able to pick and choose which assignments she preferred to do.

194. Doe clearly played favorites, choosing to work hard for some, while ignoring others, as noted, was accused of "lying" by more than one firm personnel in connection with excuses made about not completing the assignments she disliked, including two individuals who did so on October 3, the day before the False Allegations. The circumstances of not having any direct supervisor let alone one with experience, presented the perfect situation for someone to only focus on work of their preference and disregard the less favorable work. Even so, Plaintiff himself stated to Beck, Pierce and Chang, it is difficult for anyone to go backwards, and proactively reached out to his college-aged nephews to try to get more junior help and implored others at the firm to do the same. Beck conveniently ignored all of this during the sham investigation.

195. Also excluded in Beck's false narrative of Plaintiff wishing to domineer over Doe, are the circumstances surrounding Plaintiff's selection as Assigning Partner for the firm around one week prior to the False Allegations. A committee of several partners and an associate chose Plaintiff, who had not asked to be considered for the position. Plaintiff was presented with a detailed proposed procedural memorandum and made only one notable substantive change -- he had no interest in supervising administrative case staff and Chang was much better suited to have that responsibility; which was reflected in his mark-up.

196. The conclusion is inescapable, Doe fearing the loss of her free reign and perhaps her job -- indeed, Yim himself said several times that "Doe needs to feel safe in her job" and claimed this was the reason for the lifetime gag order demands, which makes zero sense[43] - panicked and tried to create security, and was either coached into doing so or exploited thereafter. In making False Allegations either alone, or in concert with Schaefer-Green and potentially others, Doe used the Guidelines circulated by Plaintiff himself as an inspiration for the False Allegations.

197. A timeline of the lead-in prior to the False Allegations which reiterates certain of the points

[43] This "job security" could have seamlessly accomplished via an agreement with the firm.

above is telling.

a. **September 30, 2018** – Pierce agrees that LSG "toxic", "enabling", "loose cannon", "enabler" who provides a "divisive crutch." He mentions a specific replacement to replace LSG but welcomes other candidates.

b. **September 30, 2018** – Plaintiff talks with two partners in NYC, as well as an outsider advisor who all agree it is best for the firm is LSG is replaced immediately. Pomerantz says a friend who is a partner at Gibson Dunn in LA asked him how much would if take on salary and Pomerantz responded: "Whatever it takes!!!" Pomerantz is a naturally laid back individual, his excitement and "whatever it takes" mentality illustrates how excited he was to remove the cancerous LSG from the firm.

c. **October 2, 2018** – One partners who has played in the big leagues and knows what it takes to run a law firm notes: "Doe seems like she can't get the firm's sh*t together. It's growing at a fast pace. We need people who know how to make life easier for the lawyers. $175k a year for someone like that could be a real coup. F'n [firm name]. A serious firm."

d. **October 3, 2018** – Plaintiff e-mails Pierce, as well as Remaining PB Partner Defendants Lorin, Pomerantz, Lavigne and Creizman, about interviewing with a "super star 10-year legal assistant" from a world-renowned, incredibly demanding, firm to run the NYC Office. Plaintiff and Remaining PB Partner Defendant Sorkowitz had recently interviewed he candidate. An associate, who had worked with the candidate closely for years had said the person would be a massive improvement over current operations, Interviews are scheduled. (Doe apparently had access to Pierce's e-mails, unbeknownst to Plaintiff and likely the others, so Doe was likely reading these e-mails intended for partners only contemporaneously; LSG likely had access as well.)

e. **October 3, 2018** – The bookkeeper advised Plaintiff to be "cautious" about LSG's departure and noted he'd booked her for travel and opined about Pierce's postings "Stop. . .publicly posting the drama!" (This was in reference to Pierce's 9/30 post where he said LSG left for the "millionth" time and he was allegedly done with her.)

f. October 3, 2018 – Plaintiff meets with recruiter for LSG's position with Pierce's blessing. During the meeting, Plaintiff told the recruiter to stand down, as he would not feel right if the recruiter uprooted from their current job and have Pierce do yet another about face. The recruiter was introduced to Plaintiff by Lee Presser who has a close relationship with Pierce and LSG.

g. October 3, 2018 – Plaintiff provided comments to Sorkowitz concerning Plaintiff's election as "Assigning Partner". Plaintiff did not ask to be considered for the position. In tabbing Plaintiff, Management Defendant Price opined to the Task Force – "I feel like Don is particularly good at finding the most pressing problems and pointing the best people at them." Sorkowitz presented Plaintiff with a detailed procedural process for comments. Plaintiff's lone substantive comment was that he had no interest in being in charge of administrative case staffing and that should be left to Chang, who was much better suited for the role.

h. October 3, early evening - A partner and associate of the firm approach Plaintiff about Doe's lack of responsiveness. The partner wass particularly displeased because around a month earlier Doe had deleted an entire database from one of his high-profile cases without approval. When the partner realized and reached out to Doe, she ignored him; then removed herself from the Slack Channel, which was bizarre. The mishap created a massive amount of extra ad unnecesary work. Plaintiff sent a simple, garden-variety e-mail,

including Pierce, Chang, and another administrative employee asking for an update on the issue raised by the others. Chang and the other administrator provided useful professional responses. Doe provided a curt one-line answer claiming this was the first she was hearing of the issue. Both the partner and the associate immediately said Doe had "lied". The fact that Doe has "lied" was consistent with Plaintiff's even high level understanding as they had told him of previous requests that had been ignored. That night in the office, the partner, in the presence of a different associate, called Doe out in person on her dishonesty. They were reportedly the only three in the office at the time.

i. **October 4, 2018 – middle of the night. –** Plaintiff noticed odd e-mail activity with what appears to be Price's e-mail address is flashing in the back of his screen with a note about synching. This was also noticed by a Remaining PB Partner Defedendant who immediately opined that foul play was foot.

j. **October 4, 2018 – before work –** Plaintiff noticed more odd e-mail activity, at one point his e-mails disappeared altogether.

k. **October 4, 2018 – mid-day –** Plaintiff circulated to the partner e-mail distribution new NYS Sexual Harassment Policy (we now know Doe was reading this, because Pierce gave her access, LSG had access too) and notes that it would be good to have someone like the "super-star" he'd been recruiting to handle issues like this with little to no oversight, which would free attorneys up to do billable work. Critically, Beck herself had said just a week early that PB desperately needed additional administrative assistance. Furthermore, Curran, the brightest rising star of the younger partners, who clerked for a Federal Circuit Court, had recently opined the same. Curran was being relied on heavily for interview scheduling, lunch scheduling and other administrative tasks, which was a tremendous waste of talent, time and resources. [44]

l. **October 4, 2018 -** One partner in the NYC Office who had run his own firm opined about the candidate: "She has worked at [firm name] for over 8 years. That's all you need to know."

m. **Doe reports the False Allegations**, from an event that allegedly occurred four months earlier.

198. Critically, Plaintiff was never told a precise time of Doe's alleged reporting on October 4th. Plaintiff will not be surprised if Beck and Yim/Putney, read this Complaint, engage in more amateurish and transparent foul play -- by either claiming that Doe reported and 1:02 a.m. on October 4th or maybe even on another earlier day altogether, which they believe will help, but will simply bolster the already strong professional malpractice claims against them both.

[44] Rather than doing billable case work, which is his sweet spot with his pedigree, Curran was doing glorified paralegal work, because the issues and meetings were important, but none of the current NYC based administrative staff could be trusted to handle and keep up with the objectively insane daily pace; and Chang, based in LA, was too busy. Plaintiff did much of this as well, but only had so much bandwidth and Curran commendably were always willing to roll up the sleeves and pitch in, but it was a massive misuse of resources and massive loss of opportunity. Plaintiff communicated issues to Pierce like this countless time, in one ear out the other. He tried with Beck a few times, but that proved to be an exercise in futility, she had little big firm experience and honestly was lost – for example, after a filing in LA, for the LA-based firm, was embarrassingly botched yet again, Beck chalked it up, firm-wide, to the "tricky filing system" or something of that nature.

199. In any event, this is a key concept. Beck and Yim/Putney will undoubtedly and disingenuously say: "Well, Don never told us this. He didn't give us the information we needed." And, that is complete nonsense. Plaintiff who is 45-years old, has two degrees from Harvard, a mother who came from a small town in the hills of Jamaica when she was 17 with virtually nothing and killed herself to be provide for him, and a dad from meager upbringings in Bensonhurst who did the same, was not only facing telling people what he's been falsely charged with, but was facing the prospect of police walking into his building and taking him away in handcuffs, threats which were repeatedly made by Yim/Putney with Beck's authorization. Plaintiff's primary concern was to avoid assisting the depraved scheme against him, avoid increasing the chances of getting arrested, which would be materially increased by providing information that could help manufacture a case against him.

200. In any event, the clear tactic was to give Plaintiff no information, have him offer up the same, and back into a story. And that is precisely what occurred; in the only two instances during the investigation when any concrete information was provided by Yim/Putney and Beck (related to time of occurrence and Yankee tickets), as detailed below, they engaged in incredibly poor faith self-serving foul play to undermine Plaintiff.

201. Misleading narratives about Plaintiff's level of disclosure are also nonsensical, because all of this transpired in a matter of days and one-day of reviewing at readily available information and talking to people, Beck and Putney/Yim could have easily sorted it out, if they were not either grossly corrupt, astoundingly incompetent or both.

a. THE PRELIMINARY INVESTIGATION PERIOD (OCTOBER 4 – OCTOBER 15)

i. **The Malicious, Collusive and Fraudulent Misconduct of Yim/Putney and Beck/PB during the "Preliminary Investigation Period" Evidenced a Demonstrable Disregard for Finding the Truth**

202. The False Allegations were allegedly made on October 4, 2018. Plaintiff was not informed until eight days later -- October 12. Plaintiff was not provided any detail concerning the False Allegations until eleven days (over 260 hours) after the reporting -- October 15, referred to herein as the "Preliminary Investigation Period".

203. While Beck/PB and Yim/Putney had access to every document and communication, and every employee, it took them eleven days to provide Plaintiff with a less than one-page, bare-bones purported "Summary of Allegations." Incredibly, they requested Plaintiff -- who was isolated without access to his partners, employees, documents, or communications and was under the threat of bogus criminal charges -- to respond in less than half the time, just five days, on October 19."[45]

[45] Plaintiff requested, and was granted, a one-week extension, which Yim in extreme poor faith attempted to use against him during the Final Investigation Communications with Yim.

204. Notwithstanding their immense advantage, Beck/PB and Putney Twombly failed to do a fair preliminary investigation. Indeed, readily available documents were concealed or ignored, discussions with limited personnel were not undertaken or undertaken in bad faith, and quick google searches not run, all of which would have proven heavily exculpatory in nature. As detailed below, the Preliminary Investigation Period was deeply flawed to the extent that it strongly suggests that the Yim, Putney, Beck and Pierce knew the allegations were false before informing Plaintiff of the same on October 15.[46]

i. **The Absence of Fairness, Policy and Adherence to Relevant Guidance and Laws**

205. Pierce promised Plaintiff "procedural fairness;" Beck promised adherence to "the guidance of applicable federal, New York State, and New York City employment laws." Both proved to be falsehoods – Pierce broke his promise less than sixty seconds later, by breaching confidentiality in his rush to demonize Plaintiff and informing the entire partnership by email of Doe's identity and the nature of the False Allegations. This was done for no reason other than to maliciously marginalize and harm Plaintiff, and have his partners think the worst of him. Because PB had no relevant policy, it was required to follow the bare minimum standards mandated by the NYS Guidelines. In fact, Plaintiff was never provided any policy or any details at all about how the so-called sham "investigation" would be conducted.[47]

ii. **The Immediate Breach of Confidentiality by Pierce**

206. As set forth in the NYS Guidelines governing such investigations (the "NYS Guidelines), confidentiality is critical. Similarly, the widely respected June 2016 Report of the Co-Chairs of the Select Task Force on the Study of Harassment in the Workplace (the "EEOC Task Force Report") from 2016 advises: "The privacy of both the accuser and the accused should be **protected to the greatest extent possible**, consistent with legal obligations and conducting a thorough, effective investigation." (Emphasis added.) Pierce breached confidentiality immediately, seconds after stating "on the advice of counsel," presumably Putney Twombly.[48]

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[46] Many of the details set forth in this Complaint were included in The Misconduct Letter sent to Yim on November 8. Yim never responded. The letter was then provided to each of the Remaining PB Partner Defendants.

[47] Yim's Putney Twombly biography claims that he is "known . . . for his creative and aggressive solutions for all types of employment problems." Unsurprisingly, absent is any statement about executing such "creative and aggressive solutions" with fairness, nor within the bounds of the law and ethical rules applied to lawyers. It appears that Yim/Putney set whatever corrupt purported "aggressive" policy they believed was needed to achieve Pierce and Beck's pre-determined outcome.

[48] Beck and Bainbridge's termination letter one-month later incredibly claimed that a confidentiality breach was a purported "just cause" for Plaintiff's unlawful dismissal. In addition, to the inanity of this claim, by breaching confidentiality without first asking Plaintiff a single question, or conducting any meaningful Preliminary Investigation, Pierce created a situation where all of the partners may believe there is merit to the False Allegations; as a result of Pierce's despicable, reckless and wholly unwarranted move, Plaintiff has suffered massive damages which can never be fixed. Critically, this also evidences that the Beck and Bainbridge were well aware of the critical import of confidentiality yet did nothing when Pierce breached the same.

iii. **Beck and Yum/Pitney were Conflicted and Lacked the Requisite Experience to Conduct a Fair, Prompt and Thorough Investigation into the False Allegations**

207. The EEOC Select Task Force also advises: "The system must ensure that investigators are well-trained, objective, and neutral, especially where investigators are internal company employees," this same standard is set forth in a plethora of guidance concerning such investigations. Pierce designated Beck to handle the so-called "investigation," and Beck brought her friend Yim in to help. Both failed to meet the EEOC's standards.

208. By Pierce's own words, Beck falls far short of the EEOC standard.[49] And, Plaintiff is unaware of any workplace investigation Beck previously conducted. Yim's firm biography, while boasting his purportedly "known" reputation for aggressiveness, makes no reference to any prior experience conducting workplace investigations.

209. The "Summary of Allegations" contained only two allegations that had any witnesses, Beck was the **only** witness to the one (Yankee tickets), and the **primary** witness to the other (performance feedback). Those allegations involve a: (i) purported incident with no witnesses occurred on Saturday, July 7; (ii) an entirely ridiculous secondary incident the same day; (iii) a purported incident involving the delivery of Yankee tickets directly refuted by one-page of evidence, which Beck and Yim deceitfully withheld and grossly mischaracterized; and (iv) purported "retaliatory" false work feedback which is not true, makes no sense and illustrates egregious malfeasance and/or ignorance of applicable law.

210. Further, Beck, in breach of her ethical obligations as General Counsel, was complicit in the Financial Misconduct, and therefore had a strong personal interest in removing and silencing Plaintiff. In short, Beck was massively conflicted and also unfit to handle the investigation.

211. Compounding her conflicts, Beck retained her friend Yim at Putney Twombly to conduct the investigation. Yim/Putney, initially claimed to be in charge of "fact-finding" but in actuality Yim himself admitted his role was akin to that of a shape-shifter and that he improperly morphed between "independent investigator" and PB "advocate."

212. Yim/Putney, Beck and PB premised their so-called "investigation" on this foundation of mixed roles, inexperience, conflicts and dishonesty, in violation of the NYS Guidelines. As detailed below, they colluded, through deception, to maliciously withhold and bury exculpatory information.

iv. **Yim and Putney Twombly were Not "Impartial"**

213. Over thirty days after the False Allegations were reported, and in Yim's Final Investigation

[49] Pierce's very low opinion of Beck's competency is set forth above.

Communications with Plaintiff, Yim conceded that investigators are required to be "impartial" and that he had been "biased." On the heels of this admission, Yim bizarrely insisted that only a Putney Twombly associate, Rebecca K. Kimura, could step into his shoes.[50] In Yim's and Putney's world, apparently a partner at a firm can be conflicted, yet an associate who works for that partner, is in the clear.

v. **The Failure to Afford Plaintiff his Basic Right to "Due Process"**

214. During the Final Investigation Communications, Yim/Putney remarkably stated that only Doe was to be afforded "due process," not Plaintiff. Yim/Putney then demanded Plaintiff prove him wrong. Plaintiff undertook a ten-second, at most, google search and provided Yim with the NYS Guidelines mandating a "procedure for the timely and confidential[51] investigation of complaints that ensures due process for all parties." (Emphasis added.)[52]

vi. **Yim/Putney's Alleged Failure to Obtain a "Time of occurrence"**

215. For an alleged incident, over four months earlier, over the weekend, with no eyewitnesses, Yim's purported final position, after much waffling, was that he failed to obtain a "time of occurrence." This runs afoul of the model policy under the NYS Guidance, which calls for an investigator to maintain a written "timeline of events."

216. This alleged failure to obtain this basic and critical "time of occurrence" piece of information is inexplicable. It could be the beginning, middle and end of the inquiry. Yim's arcane behavior here resulted in Plaintiff stating in the Misconduct Letter: "we are justifiably extremely concerned about the potential alteration and/or destruction of your notes from Doe's interview." Yim never responded.[53]

vii. **Beck's Historical Disregard for Basic Discovery Obligations and Unfortunate Prior Dishonesty with Her Partners**

217. Beck's history of discovery abuses and dishonesty was another stand-alone reason that she was an improper and unethical choice to handle the investigation. (A detailed overview of Beck's historical and present discovery abuses is attached as Exhibit B).

218. With respect to dishonesty, in August, there was a 90-minute phone call among roughly ten

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[50] As previously noted, Yim has been with four firms in three years, Beck's has reportedly been seeking out business for him, and Yim appears to be in an "any means necessary" mode to sustain some level of business.

[51] Because Yim was either unaware of, or intentionally ignored, this portion of the Guideline, it is reasonable to conclude that Putney Twombly authorized Pierce to breach confidence immediately after placing Plaintiff on leave.

[52] The Putney Twombly web site summary of this guidance, as well as the firm's "Client Update" on the same, also incredibly omits this critical "due process" requirement. See attached Exhibit C. The firm deficiently advises to "include an investigative procedure" with no further detail.

[53] It is highly unusual for a licensed attorney to be on the receiving end of such statements and simply not respond, particularly considering the failure to respond can be viewed as an admission of their truth.

partners to discuss an article about a firm employee in Hola Latinos that many were concerned did not properly represent the firm. (Attached as Exhibit D). The almost unanimous consensus was negative; Beck agreed. Shortly thereafter, Beck told another Partner during the call she withheld information from the partners that could expose PB and herself to liability because she was "embarrassed." The information Beck withheld was reportedly complimentary, in writing, and included emojis. Beck's silence put the firm, and each of partners individually, at risk; and also wasted their time.

219. During that same call, a few partners suggested the photos were the result of rogue operations and not authorized, which they opined would be highly problematic. Beck stayed silent. As was later revealed, Pierce had approved the photos and paid around $5,000 for the same. General Counsel Beck was fully aware of this at the time yet failed to act like an adult professional and hid the truth from her partners.

220. According to Pierce, Beck deleted almost an entire database related to a threatened hostile work environment lawsuit against Pierce, by a former administrative employee.[54] Beck, the firm's General Counsel, never circulated a litigation hold for the matter and Plaintiff noticed hundreds of Slack posts in the employee's name had disappeared. Plaintiff called Pierce who said in an exasperated tone: "Jesus, Carolynn!". Pierce then posted firm-wide that no one should ever delete Slack posts. Beck has already failed at her preservation obligations related to this dispute, which will be thoroughly explored.

b. THE SHAM INVESTIGATION PERIOD (OCTOBER 12 – NOVEMBER 8)

i. **During the Sham Investigation, Beck & Yim/Putney Hamstring Plaintiff's Defense by Withholding and Maliciously Misrepresenting Relevant and Critical Details, Information and Documents and Numerous Other Breaches of NYS Investigation Guidelines in Order to Fraudulently Achieve the Pre-Determined Outcome**

221. It appears that Yim/Putney and Beck's strategy was to provide Plaintiff scant and deliberately misleading information, relegate him to solitary confinement, poison the well against him by publicizing the False Allegations, and then have Plaintiff provide whatever details he could muster while holding no cards, so PB and Putney Twombly, holding the entire deck, could create a story around the information provided by Plaintiff for something that never happened.

222. October 15, Plaintiff requested Beck provide access to his files, noting he was "disabled" from defending himself and noted the absurdity of Beck's directive that Plaintiff "provide any documents, communications or files, if any" that he references in his response to the allegations."[55] Plaintiff, with bogus

[54] Beck told Plaintiff in passing that the former employee, Sawsan Charif, had threated claims by way of a letter. Charif's claim were apparently based on an alleged hostile work environment created by Pierce. At least one partner, Amman Khan, openly questioned how Pierce handled the situation.

[55] Plaintiff also noted that in light of Pierce's immediate demonization of Plaintiff to the partnership, providing access was "a matter not only of simple decency but also one of 'procedural fairness' that was promised at the outset." Plaintiff added: "It is difficult to

criminal charges in constant play, did not fall for this remarkably prejudicial and unfair one-way street ruse.

223. As it turned out, Yim/Putney and Beck, did eventually provide two documents. In both cases, circumstances arose – concerning the only two issues in which any level of meaningful detail were provided -- which did not inure to Defendants' benefit; one related to the "time of occurrence," and the other related to the "Yankee tickets." In response, Beck and Yim/Putney made a strategic decision to self-servingly produce, cherry-picked materials; both turned out to obliterate any shred of credibility the sham investigation, Yim/Putney and Beck may have had.

224. To provide context, again, the False Allegations were:

a. purported incident in the NYC office with no witnesses occurred on Saturday, July 7;

b. an entirely ridiculous secondary incident of the same day;

c. a purported incident involving the delivery of Yankee tickets directly refuted by one-page of evidence, which Beck and Yim deceitfully withheld and grossly mischaracterized, also undermined by contemporaneous evidence on Beck's personal cell phone; and

d. purported "retaliatory" false work feedback, which is not true, makes no sense and illustrates egregious malfeasance and/or ignorance of applicable law.

i. **The Yankee Tickets - Self-Serving, Cherry-Picking, Document Production by Yim/Putney and Beck After Withholding a Critical One-Page Document and Presenting a Misleading Summary of Related Events**

225. Beck's than one-page "Summary of Allegations" took her around 260 hours to manufacture and was not provided to Plaintiff until four days after the Isolated Leave; it contained four bullet points. Each of them could have been seriously undermined, and three flatly refuted in around a single day through reasonable diligence and/or a basic understanding of the law applicable to claims of "retaliation."

226. One of bullets stated:

> "On July 20, 2018, you and Doe made arrangements to deliver baseball tickets to your personal residence via Slack. During the text message exchange, you asked her to come inside your personal residence and join you on the rooftop. Doe declined and instead asked you to come outside your building to pick up the tickets."

227. The misrepresentation here is simply put, outrageous. Beck and Yim/Putney withheld and grossly mischaracterized in a fraudulent manner the content of a less than one-page contemporaneous Slack exchange between Doe and Plaintiff about the tickets. Plaintiff fortunately had a non-work communication with Beck herself which undermined Beck's manipulated version.

228. Beck had left the Yankee tickets in the office for someone to use. Plaintiff claimed the tickets in a firm-wide Slack channel. Beck then texted Plaintiff on her personal phone at 11:25 a.m.: "maybe we can

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understand why the firm cannot enable Mr. Lewis to continue to function as a partner during the pendency of this investigation; it would be a simple matter for him to work at home, with access to the firm' s database and client files." Plaintiff never received any satisfactory rationale; which was unsurprising, as none existed.

meet in advance for a drink or something (my husband wants to meet folks at office) and i can bring the tickets with me?" Plaintiff responded at 11:25 a.m.: "[Doe] offered to walk them to me. Very nice or her." Beck conveniently failed to omit that Doe initiated the entire exchange, of her own volition, and instead intentionally and misleading said Doe and Plaintiff "made arrangements." Beck was also fully aware that Plaintiff's girlfriend was with him from out of town and omitted this key fact as well in furtherance of her deceit.

229. On October 26, Plaintiff provided a written response to the allegations, which relevantly stated: "Mr. Lewis believes that there is written evidence available that Ms. Doe volunteered to walk the tickets to Mr. Lewis's apartment . . .[t]he rooftop is an open area accessible to anyone in Mr. Lewis's building. Mr. Lewis routinely invites guests and friends, including others associated with PB, to enjoy the view from the rooftop. What's more, Mr. Lewis's girlfriend, who lives out of town, was with him on the day in question." (Emphasis added).

230. Beck's fraudulent and deceitful omission of the fact that Plaintiff's girlfriend was with him from out of town is particularly egregious. Beck was in touch with Plaintiff almost the entire weekend, trying to meet Plaintiff's girlfriend. The following timeline, on Beck's personal cell phone, starkly illustrates her reprehensible and deceitful omission.

Texts From Beck To Plaintiff About His Girlfriend

- July 19 – 5:47 a.m. "I agree with Lauren: we should try to do something while ur gf is in town!"
- July 19 – 6:13 p.m "after you're done if you feel like grabbing a drink - I want to meet your lady!
- July 21 – 12:21 a.m. "glad you guys are having so much fun"
- July 21 – 10:10 a.m. – "Al left yesterday lol but if don't mind a third wheel tagging along for jazz brunch would love to go!
- July 21 – 10:28 a.m. – "excited to meet her (name)??
- July 21 – 10:45 a.m –" i remember now. and now that i've seen it in writing i'm probably going to pronounce it wrong "
- July 21 – 4:15 p.m. "I had fun hanging out with you guys! gotta do it more often."

231. Plaintiff graciously invited Beck to brunch with him and his girlfriend that Sunday in the West Village, which she attended.

232. Both of these immensely important factors: (i) Doe offering to bring the tickets, and (ii) Plaintiff's girlfriend was with him the entire time – were fraudulently omitted from the version presented by Beck, with the assistance of Yim, who claimed to be wearing to hat of a neutral "fact-finder." Both of these factors were also crystal clear in a less than one-page slack exchange between Doe and Plaintiff which Yim and Beck deceitfully withheld and ignored. Their misconduct is reprehensible.

233. Although, Beck, PB and Yim/Putney apparently realized the walls were closing in, it did not

deter their singular focus of securing Plaintiff's lifetime gag order and permanent removal from the firm. Plaintiff's white-collar counsel submitted a written full denial of the allegations on October 26 and informed Beck and Yim/Putney that employment counsel would handle attempts at resolution. Thereafter, in his first call with Plaintiff's employment counsel, Yim was on the receiving end of harsh criticism for his absurd lifetime muzzle demand, which he coupled with an offer of a "default judgment" to "go in the file." Yim was told that Plaintiff would not entertain any settlement whatsoever that did not clear his name.

234. Yim then just a few hours later, on the very same day, inappropriately contacted Plaintiff's original white-collar attorney, whom Yim had been instructed was no longer working on the matter, to cajole him into having Plaintiff accede to Defendants' request and even incredulously offered Plaintiff the option of "negotiate[ing] the investigation findings" in exchange for his withdrawal from the partnership and a paltry monetary payout, and the lifetime muzzle. Plaintiff emphatically refused, noting that he had done nothing wrong and had been personal friends with certain PB personnel for a collective over thirty years, one of whom he has been playing ice hockey with twice a week for about 10 years, and the lifetime gag order demand was patently absurd.

235. With the realization that Plaintiff did not intend to cave, Yim/Putney and Beck resorted to elevating the extortionist threats. They took it to such an extreme that Plaintiff was compelled to consult with criminal defense counsel who deals with these precise types of arrests to prepare for the worst and to be ready to walk out the same day, as well as to bring criminal counter-charges for malicious prosecution.

236. Plaintiff continued to turn up the heat on Beck and Yim/Putney, who apparently became concerned that their deceitful misconduct concerning the Yankee tickets would eventually be exposed. In a glaringly self-serving effort to protect themselves, Yim/Beck produced the actual Yankee ticket e-mail/slack exchange during the final Yim E-mails; this was several days and several dollars short. A comparison is below. On the left, Beck and Yim/Putney's "summary of allegations;" on the right, actual content.

237. It is important to note that the original Slack exchange was withheld at Beck's direction, notwithstanding her contemporaneous personal knowledge, and the fact that Beck herself was complicit in the Financial Misconduct which she and Pierce sought so desperately to cover-up. This chart alone exhibits what is remarkably akin to "fraud on the court" by PB's General Counsel, Beck, and Putney Twombly Partner, Yim, exposing both themselves and their firms to liability, including, for professional malpractice.[56]

- CONTINUED ON NEXT PAGE -

[56] Stern v. Consumer Equities Assoc., 160 A.D.2d 993, 994, 554 N.Y.S.2d 714, 715 (2d Dep't 1990) (holding "since fraud and conspiracy to commit fraud have been alleged, privity is not required to sustain the action for legal malpractice.")

PB General Counsel's Misleading Summary	Actual Texts between Doe and Plaintiff (and Beck)
Beck's version: "...you and [Doe] made arrangements to deliver baseball tickets to your personal residence..." *Intentionally misleading, Doe proactively, of her own initiative, volunteered to walk the tickets over, and Plaintiff offered to come to the office, but Doe persisted.*	Doe: Can I drop them off to you? Where are you located? Plaintiff: That's very nice of you. I can come get them. I'm on ...Cool rooftop if you want to see And GF here...But I can totally [come] to you. lmk Doe: no worries am headed out to lunch. address? (Plaintiff/Beck Personal Text: In response to her contemporaneous inquiry about the tickets, Plaintiff personally texted GC Beck at around the same: "[Doe] offered to bring them to me. Very nice of her.")
Beck's version: "During the text message exchange, you asked her to come inside your personal residence and join you on the rooftop." *Intentionally misleading; and offer was made, not an ask.*	Doe: alright. floor, so I can buzz. Should be there in about 15 to 20 Plaintiff: Do you want to see roof? It's pretty cool. [[[Doe had not responded the first time, so Plaintiff repeated the offer.]] Doe: I'm good. have a ton of stuff to do Plaintiff: K. I'll come down. See you soon.
Beck's version: *Deceptively omits reference to GF, which is intentionally deceptive; critical omission, Plaintiff said this immediately after referencing the rooftop, otherwise it would NOT have been done.*	Per above, Plaintiff immediately states "GF is here" upon referencing the roof.
Beck's version: "Ms. [Doe] declined and instead asked you to come outside your building to pick up the tickets." *Intentionally misleading, Doe did NOT ask Plaintiff to come outside, Doe asked for his floor and buzzer, Plaintiff said he would come down and did come down and waited for 5 or 10 minutes on the sidewalk.*	Doe: alright. floor, so I can buzz. should be there in about 15 to 20 Plaintiff: Do you want to see roof? It's pretty cool. Doe: I'm good. have a ton of stuff to do Plaintiff: K. I'll come down. See you soon.

238. The timeline below reiterates certain points already made, and for purposes of clarity, provides stark support for the collusive, malicious and fraudulent conduct undertaking by Beck and Yim. It also illustrates the immensely self-serving and glaringly transparent poor faith rational for finally producing the one-page Slack massively after the fact:

a. **October 4 – The False Allegations are Reported.** The False Allegations include the suggestion of impropriety concerning an alleged "Yankee ticket" incident on July 20. Yim also communicated that it was this Yankee purported incident that pushed Doe over the edge and eventually led to the reporting.

b. **October 12 – Plaintiff Informed of Allegations.** Plaintiff is informed of allegations of misconduct; with zero details provided other than the identity of the claimant. He is immediately locked out of his accounts, banned from communications, defamed to the partnership.

c. **October 15 – Plaintiff Requests Access to Files.** Plaintiff requests access to his files, noting he was "disabled" from defending himself and the ridiculousness of Beck's directive that Plaintiff "provide any documents, communications or files, if any" that he references in his response to the allegations;" Plaintiff also noted that due to Pierce's instantaneous defamation to the partnership providing access was "a matter not only of simple decency but also one of 'procedural fairness' that you promised at the outset." Beck was unmoved, and illustrative of the PB General Counsel's massive hypocrisy stated: "we take allegations of misconduct very seriously."

d. **October 16 – Beck Decrees That Plaintiff Will Not Be Provided Any Files.** Beck self-righteously responds: "First, Pierce Bainbridge has no obligation to provide Mr. Lewis with any documentation, including the complaint or notes from [Doe's] interview, or from the investigation. . . Nonetheless, due to the nature of the allegations, we have provided a sufficiently detailed summary of them to enable Mr. Lewis to provide a response and time to seek immediate counsel. That said, we fully understand that your client does not have access to firm documents, emails or Slack messages. Pierce Bainbridge will take that into consideration in reviewing Mr. Lewis's response."

e. **October 25 – Yim/Putney Self-Servingly Provides a Single Document and Decrees No More Will Be Provided.** As detailed below, one of the two aforementioned self-serving disclosures is a document Yim/Putney provided in an effort to back out of an oral statement two days earlier that the primary July 7 incident happened at time when Plaintiff was not in the office. The document clarifies when Plaintiff arrived in the office and is entirely non-responsive to the direct question concerning the alleged "time of occurrence." Yim concludes: "We do not plan to or intend on providing any further documents." He failed to note the carve-out for self-serving disclosures, which would be employed equally clumsily again.

f. **October 26 – Plaintiff's Written Response Contains Withheld Information from the Yankee Ticket Allegation and Obliterates that False Allegation.** "Mr. Lewis believes that there is written evidence available that Ms. Doe volunteered to walk the tickets to Mr. Lewis's apartment . . . What's more, Mr. Lewis's girlfriend, who lives out of town, was with him on the day in question."

g. **November 1 – Yim's Proposal of a "Default Judgment" and "Lifetime Gag Order" is Aggressively Rejected."** Yim proposes a resolution which includes: (i) a so-called

"default judgment to be placed in the file;" (ii) monetary payment; and (iii) lifetime gag-order. The offer is summarily rejected and Yim told that Plaintiff will accept no resolution that does not include clearing his name.

h. **November 1 – Yim Proposals of a "Plaintiff and His Counsel Negotiating the Investigation Findings" and a "Lifetime Gag Order" is Rejected.** Yim panicked, and the same day offers an inappropriate and unethical opportunity for Plaintiff and his counsel to "negotiate the investigation findings;" yet he insists on the lifetime gag order. Plaintiff rejects that offer as well.

i. **November 1 – Plaintiff Schedules a Meeting w/ a Criminal Lawyer.** With the Yankee ticket lies having been exposed, the extortionists threats drastically increase. As a result, Plaintiff met with a criminal lawyer, in order to be prepared to knock out a false criminal charge in short order and quickly return a criminal charge for criminal malicious prosecution.

j. **November 6 – Plaintiff's Counsel Informs Yim of Multiple Problematic Issues w/ the Investigation and the Potential Exposure of Yim and Putney Twombly.** With the False Allegations unraveling by the day and with the multitude of investigation violations piling up, Yim is informed of exposure to himself and his firm.

k. **November 6 – Yim Panics and Sends the Original Yankee Slack Exchange.** For the second time, Yim/Putney self-servingly provided an original document, breaking their own rule. This was undoubtedly so if the of reckoning every came like it has today, exposing the deceitful and fraudulent conduct of Yim/Putney and Beck, they could say: "What do you mean? We gave that to him?" This is playground level stuff that no reasonable adult would take seriously; it has not helped; it has increased his and Putney Twombly's exposure. (The next day, November 7, was the last day Plaintiff ever heard from Yim or Putney Twombly.)

239. Critically, the wrongdoers here are both officers of the court. Beck is the General Counsel for Pierce Bainbridge. Michael Yim is a partner at Putney Twombly. The Managing Partner of Pierce Bainbridge, John Pierce, was undoubtedly involved. Their collusive misrepresentations and fabrications corrupted the process and caused massive and irreparable damage to Plaintiff; had they made available to Plaintiff the true and accurate documentation; they could have resolved this situation expeditiously. Pierce, Beck and Yim/Putney have trampled on the administration of justice -- which involves more than just the parties involved but also the institutions in place to protect and safeguard the public at large -- through their malicious, collusive and fraudulent misconduct; the Remaining PB Partner Defendants sat by and watched while collecting their partner draws.

ii. **The "Retaliation" Allegation Does Not Make Sense, Displays A Failure to Comprehend Relevant Law And, Even Assuming It Made Sense, It Is Factually Unsupportable**

240. Another bullet stated: "Since the above incidents [on July 7 and July 20], you have made multiple attempts to retaliate against Ms. Doe by making false, negative comments about her performance to others at the firm." (Emphasis added.) Of course, it did not include a single such statement.

241. As an initial matter, the allegation flat does not make sense. Doe is never alleged to have, nor had she ever, done anything to Plaintiff, which could potentially motivate him to retaliate. This concept was apparently based on either a misunderstanding of what constitutes "retaliation," or a desire to fabricate allegations to protect Pierce's illicit financial activity. There is no basis for legal retaliation.

242. Setting aside the illogicality of the "retaliation" assertions, it is also patently false. Yet again, Yim/Putney and Beck fail to provide any detail about any allegedly false feedback: no indication of what was said, who it was said to, when it was said, why it was said, why is was allegedly false. Again, the plan was to have Plaintiff provide information into a vacuum, which they would then have the opportunity to manufacture a story. Minor league tactic in execution, but major league in malice.

243. The facts here also continue to illustrate the collusion and deceit of Yim/Putney and Beck, for two reasons. One, there was a plethora of negative feedback about Doe at the firm, which is not necessary to recount at this time, although certain of it is included for clarity throughout the Complaint. Plaintiff is prepared to provide a laundry list of negative feedback if/when it becomes necessary.[57] Second, Beck once again has withheld evidence and misrepresented the facts, in particular the praise that Plaintiff gave Doe concerning her long work hours, and fact that Doe was pulling a ton of weight, just a few weeks prior in a Slack conversation with Beck herself, on which Pierce and Chang were likely included, which hopefully Beck has not deleted, altered or destroyed.

iii. During the Sham Investigation, Beck & Yim/Putney Withhold the Alleged Time of Occurrence, Change the Time of Occurrence in Response to Contradictory Evidence, and Ultimately Claim After Five Weeks That They Never Secured the Time of Occurrence

244. The other two bullets related to a purported incident on July 7, just three weeks after Plaintiff started at the firm, and which absolutely never happened.[58]

245. Yim/Putney orally provided a time of occurrence. Plaintiff had unequivocal proof he was not in the office at that time. Yim/Putney reneged two days later. In a bumbling and deceitful effort to cover his tracks, Yim then when asked to provide the time of occurrence in writing and provided a Slack message that showed when Plaintiff arrived in the office. Entirely non-responsive.

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[57] Plaintiff, however, notes that he informed Pierce on more than one occasion of his concerns about what he perceived to be Doe's odd demeanor in the office, as well as his concern that she could cause problems for everyone by doing something irrational; Plaintiff communicated the same to General Counsel Beck. Critically, two other partners at the firm, as well as an associate expressed precisely the same concern, one opined that she should be restricted from certain firm materials, which Plaintiff communicated to Pierce and Beck. One associate used highly descriptive word and noted "everyone" knows it. Certain of this is documented. In addition, on-line materials, which have been removed, comport with these views and would have been available by searching the internet for about an hour.

[58] Doe had helped Plaintiff set up his new lap top on Friday evening/night, July 6th. When Plaintiff arrived home the computer was having issues. Doe coordinated with Plaintiff on Friday night to meet in the office on Saturday, July 7th, as Doe said she planned to be there. Plaintiff had been with the firm for about three weeks.

246. This allegation is also absurd on its face. The NYC office at the time was essentially a public indoor space; once the elevator is released for the day, anyone inside the building (which other than a code on the entry door, which is frequently lodged open, has no security) can take the elevator to the 5th floor and the moment the doors open – without even stepping out – see virtually the entire office. The notion that Plaintiff who has never been accused of anything like this in his life would do what was alleged, in a veritable public space, three weeks after starting a new position as a partner is preposterous.

247. Further, Plaintiff's electronic records would show that he was engaged from very early in the morning to very late at night virtually the entire day and had prolonged phone conversations that day with another partner and Pierce concerning firm matters. In addition, on the day in question, he asked Doe if she was paid overtime and subsequently over the next few days spoke to Hecht, Beck and Pierce about the fact that she was not, and that it should remedied.[59]

iv. During the Sham Investigation, Beck & Yim/Putney Violate Numerous Additional NYS Guidelines for Conducting Investigations

(i) Failure to Preserve Relevant Materials. The Misconduct Letter noted that Doe's on-line postings undermine Doe's credibility; within less than a week several of such on-line postings were no longer available. The timing of theses disappearances indicates a culpable state of mind. Plaintiff strong reason to believe Yim/Putney has altered or destroyed certain of his notes from his interview with Doe, particularly concerning the "time of occurrence", which appears to have been communicated as a time Plaintiff was not even in the office.

(ii) Doe's Access to Pierce's E-mails / Legal Exposure. Yim/Putney informed that Does had access to Pierce's e-mails throughout the "investigation;" this is unethical and improper on multiple levels, and, particularly given Yim/Putney's repeated statements about potential exposure to Pierce Bainbridge, incredibly reckless. Anyone who was not aware of this was put at extreme risk.

(iii) Doe's Access to Pierce's E-mails / Corrupting the Process. This access also grossly corrupts the process and is part and parcel of Defendants' plan to provide Plaintiff scant information and trying to back into a story. It provided Doe real-time access to information in the Managing Partner's mail box to change her story if/whenever needed.

(iv) Doe's Wholly Inappropriate Contact w/ Plaintiff's Former Employer. Under the supervision and with the authorization of Hecht, Pierce and Beck, Doe was permitted to exacerbate the immense damage to Plaintiff's reputation by contacting his former employer and informing them, in writing, no less, that he was on Administrative Leave. (See Exhibit E).

(v) Counsel Interview Restriction: Beck and Yim/Putney demanded - in direct violation of New York Rules of Professional Conduct 4.2 and the ABA Model Rule 4.2 - that Mr. Lewis be precluded from having an attorney present during any interview. This demand was in bad faith, particularly considering the False Allegations were criminal in nature and which repeatedly has

[59] In addition, records would show that Plaintiff and Doe communicated over the next three months without the slightest hint of any issues and it was only until Doe feared for her free reign and knew Plaintiff was the primary one pushing for a more senior person that she either made this up, was put up to it or it was exploited after the fact. In fact, just a few days after the alleged incident, Doe contacted Plaintiff and voluntarily provided her personal cell phone to Plaintiff.

been used in attempting to extort a settlement from Mr. Lewis, which he refused to accept.[60]

(vi) Extortion. Yim/Putney's numerous extortionist threats of bogus criminal charges to Plaintiff while shifting the blame for the same on a purported need to placate Doe.

248. That the investigation was a farce is further illustrated by Beck's final communication to Plaintiff, as well as a communication from Yim/Putney the last day there was contact. Yim stated in an e-mail dated, November 7, 2018: "A conclusion will be provided after we complete the remainder of the investigation." Beck's termination letter bloviated about not obstructing the investigation. Plaintiff never heard from either one of them about an investigation or anything else for that matter after he was terminated.

249. Incredibly, however, Plaintiff learned that Beck has been inviting the firm members to stop by and read the report regarding the "investigation." The behavior while shocking and in complete violation of the any guidelines for handling investigations, is consistent with Beck's and Pierce's despicable prior disregard for confidentiality and inability to comport themselves within the rule of law.

250. Yim's Final E-mails also illustrate he believes himself, Putney Twombly and Beck to somehow be above the law. Specifically, after (i) being educated that for the entire thirty days he had violated NYS Guidelines concerning "due process;" (ii) admitting he had unacceptably not been "impartial" and then absurdly insisting that only an associate at his firm, Rebecca K. Kimura, could take his place, and (iii) after the deluge of transgressions noted above, Yim incredulously opined that Yim/Putney and Beck we "fully confident in the process." Not just confident, but "fully" confident.

251. For the General Counsel of PB, and their "independent" investigator -- a partner from the Putney Twombly employment law firm, in existence for 150 years, with 26 attorneys, to be unable to uncover the gaping holes in Doe's story with all the documents and all the employees at their disposal, within a single day, much less 260 hours, was the result of collusion, willful and malicious concealment of information, or some combination. Either way, it is unacceptable and tantamount to fraud, particularly when viewed in light of the desire to cover-up the Financial Misconduct by destroying Plaintiff's reputation.

XV. PLAINTIFF PROVIDES A COMPREHENSIVE REPORT OF MISCONDUCT AND DISCRIMINATION TO THE REMAINING PB PARTNER DEFENDANTS

252. With Yim and Beck conducting a deceitful hit job, and exhibiting zero interest in truth finding, Plaintiff sent the Misconduct Letter on November 8th, detailing the "collective unethical, improper and potentially illegal efforts to conspire to destroy Mr. Lewis' personal and professional reputation, as well as his career, based on false allegations." The e-mail exchanges Plaintiff had with Yim on November 6th and 7th – the Final Yim/Putney E-mails -- starkly illustrate their egregious bad faith, deceitful tactics, as well as their dishonesty.

[60] The extreme poor faith of this position is underscored by the fact that Yim and Beck had accepted a response written by Plaintiff's counsel two weeks prior.

253. The Final Yim E-mails were exchanged over thirty days after the False Allegations were reported. The following items are startling, and simply could not happen unless Yim was part of a malicious, collusive and fraudulent scheme to take Plaintiff down, recklessly incompetent or some combination thereof. While certain of these points are already raised herein, the timing of the same, and Yim's concluding statements, are immensely probative of his abhorrent misconduct; and have been restated for purposes of clarity:

a. Yim/Putney admitted that for the entire investigation Plaintiff had not been afforded any "due process," as required by NYS Guidelines.

b. Yim/Putney admitted that he was conflicted, biased, not "impartial" and then bizarrely insisted that only an associate at the firm where he is a partner, Rebecca K. Kimura, could take his place.

c. Yim/Putney, after decreeing twice, that Plaintiff would not be provided any materials, self-servingly provided the Yankee Slack exchange, well after the fact, in a transparent and futile attempt to shield himself, Putney Twombly and Beck from profoundly serious charges of intentionally altering and manipulating evidence to coerce Plaintiff into surrendering his partnership, and to devastate his reputation and career.

d. Yim/Putney, with respect to the "time of occurrence," after being asked several times over thirty days, shifting his story, reneging on a flatly exculpatory statement he made, then had a thirteenth-hour epiphany that he allegedly never secured a "time of occurrence."

e. Yim/Putney insisted on attempting to coerce Plaintiff into being questioned by his associate (Kimura) without Plaintiff's retained counsel of his choosing present; notwithstanding Yim's own repeated unethical extortionist threats concerning bogus potential criminal charges against Plaintiff.

f. Yim, who apparently, must believe he and his firm Putney Twombly are above the law, had the temerity to then claim that Plaintiff somehow, not Yim and Beck, was "corrupting" the process and even more remarkably declared that "we are fully confident in the process."[61] (Emphasis added.)

g. Yim/Putney, stating that: "[T]here has been no conclusion to this investigation. A conclusion will be provided after we complete the remainder of our investigation." It is now four months later, and Plaintiff was never provided any conclusion.

254. Despite the multitude of well-documented violations of law, violations of ethics, violations of decency, violations of integrity and violations of simple common sense detailed in the Misconduct Letter, including Plaintiff's statement, in relation to Yim's entirely not credible last-minute position on the "time of occurrence", that: "we are justifiably extremely concerned about the potential alteration and/or destruction of your notes from Doe's interview", despite all of this, Yim never responded and Plaintiff never heard from Yim or Putney Twombly ever again.

[61] Yim had also warned Plaintiff, one the eve of Plaintiff submitting his written responses to the bare-bones summary, investigation, Yim apparently thought it was casual that the false accuser had unfettered access to the Managing Partner's e-mail, while the falsely accused was essentially locked solitary confinement. And Yim has the unmitigated nerve to say that he was "fully confident in the process."

255. After four days of silence from Yim and Plaintiff's having made it abundantly clear he would accept no resolution and no amount of money unless his name was cleared, Plaintiff then circulated the Misconduct Letter to the same group of Partners to whom Pierce instantaneously sent his premeditated missive publicizing the allegations; and then immediately relegated to the dark. Every single one of the PB Partner Defendants was on notice of the reckless and malicious treatment to which their partner had been subjected; they were also on notice, as any reasonable person would be upon reading the Misconduct Letter, that the claims against Plaintiff were demonstrably false.

XIV. PLAINTIFF'S ILLEGAL RETALIATORY EXPULSION A MERE FIVE HOURS AFTER CIRCULATING THE MISCONDUCT LETTER TO THE PB PARTNER DEFENDANTS

256. The Misconduct Letter exposed a multitude of egregious and indefensible deficiencies with the botched so-called "investigation." Pierce, who had been in hiding for a month, and rejected Plaintiff's efforts through counsel to have a conversation, jumped in a few hours later to finish (half of the) job - the permanent removal of Plaintiff from the firm. By way of a two-sentence e-mail, Pierce purported to terminate Plaintiff for "just cause," in violation of relevant law.

257. Plaintiff forwarded the Termination E-mail to the Remaining PB Partner Defendants, informing them of their exposure through ratifying and condoning the unlawful actions of Pierce, Beck and Bainbridge. Again, radio silence, even in light of the detailed issues in the Misconduct Letter, they remained concerned only with their personal gain; human decency, much less the heightened duty of care each of them owed to their partner, a foreign concept.

258. Plaintiff then sent a letter to Beck and Bainbridge in response to their termination letter, detailing its fundamental deficiencies in every respect. Certain of the issues are again, simply bizarre. For example, Beck decreed: "You may not communicate with any [] employees of the firm . . ." Plaintiff was compelled to remind the General Counsel for Pierce Bainbridge of what she presumably part of her first-year law school curriculum, if not high school civics class: "Contrary to your apparent supposition neither you, nor Pierce Bainbridge, own Mr. Lewis; you are not allowed to dictate his every action or deprive him of fundamental and inalienable rights. We trust that you and Pierce Bainbridge will refrain from any further terribly offensive suggestions to the contrary."

259. The inanity continued and Beck claimed Plaintiff had purportedly retaliated against "other employees at the firm for their participation in the investigation." This is particularly puzzling given that Plaintiff was never told, was not aware of, and had no idea about, any "other employees" who participated in the investigation. Beck's inability to identify any such employees, and instead purporting to illegally expel a partner based on fictitious actions against imaginary people speaks for itself. Critically, bogus reasons for so-

called terminations are routinely found to substantiate pretext, which is precisely what occurred here, as Beck (unintentionally) graciously has made crystal clear.

260. The Termination Letter also said: "we will take all efforts necessary to prevent further attempts to obstruct the conclusion of the investigation. . ." Aside from the fact that Plaintiff had done nothing to obstruct the orchestrated assault, a review of the steps that we're taken thereafter to conclude the "investigation" which her buddy Yim admitted just days earlier was egregiously fundamentally flawed is both extremely brief and extremely compelling: Nothing - not one thing -- has been done. It has been over five months and Plaintiff has not heard a single word from Beck or Yim/Putney about the investigation.

261. Based on Beck's unconstitutional gag-order directive, Plaintiff's response, on November 15, again noted the Management Defendants' penchant for hiding sensitive information from their partners and stated: "As you are aware, Mr. Lewis raised certain issues regarding unethical and, possibly, illegal behavior at Pierce Bainbridge in close temporal proximity to Mr. Lewis' being placed on leave and your insistence on an unenforceable and improper gag-order".

262. Plaintiff's response noted the "potential individual legal and financial exposure" of all of the PB partners and offered a five-day window to discuss a resolution "to avoid a costly and public litigation." Each of the PB Partner Defendants was advised by e-mail that Plaintiff intended to send a response to the Beck and Bainbridge termination letter. One would presume, that as General Counsel for the firm, Beck shared a copy with all of the partners; and even if she did not, given the highly sensitive and problematic issues raised in the Misconduct Letter, as well as their responsibilities as partners of the firm, including their fiduciary duties to Plaintiff, that the Remaining PB Partner Defendants requested a copy.

XVI. PARTNER RIGHTS AS A PARTNER WERE VIOLATED VIA HIS ILLEGAL EXPULSION

263. Plaintiff's termination was illegal. PB is a registered limited liability partnership organized under Article 3 of the California Uniform Partnership Act of 1994, as amended. Plaintiff was not afforded a vote consistent with his rights as a partner, which standing alone warrants liability for all of the PB Defendants.

264. Illustratively, (i) his Offer Letter Agreement was for a position as an "Equity Partner and Co-Founder of the New York Office", (ii) the "conduct" of the parties and (iii) "surrounding circumstances" entitled Plaintiff to the protections of the relevant California statute, the state of incorporation for PB. Below are a few examples of "conduct" and "surrounding circumstances":

a. The tax form for Plaintiffs "quarterly distribution" characterizes Plaintiff as a "Non-Employee."

b. The bookkeeper has stated point blank: "distributions are of PROFITS." (all caps in original).

c. 'Press releases coordinated, drafted and authorized by Pierce naming "Donald D.

Lewis" as partner.

d. The firm webpage listed Plaintiff as a "Partner."

e. Pierce's statement: "[t]his is a one-tier partnership and always will be. . .we will always work as one team to address [these issues] decisively."

f. Pierce's endorsement of Plaintiff's nomination of "Assigning Partner."

g. Pierce's communication to Plaintiff that a chart being prepared by a financial consultant should refer to "Owners," rather than "Partners."

h. Pierce repeatedly referred to Plaintiff as "Partner Don" and stated multiple times that Plaintiff would be "rewarded" for his business development efforts.

i. Plaintiff single-handedly took the lead which led the formation of a Recruiting Gateway Committee of primarily partners who were to be the final "gateway" on all hiring decisions.

j. Plaintiff single-handedly took the lead which led to the formation of the "Assignment Task Force" which consisted primarily of partners which was to revamp the way assignments were doled out throughout the firm.

k. Plaintiff was called on by Pierce and the others to manage and spearhead several high-level important projects throughout the firm.

l. Plaintiff represented the firm as an Equity Partner at multiple meetings with high-level finance individual and stood in Pierce's stead on at least three occasions during highly important and critical meetings.

m. The views of a partner concerning an issue in August are also illustrative: "Honestly, I understand he is the head of the firm but this is a PARTNERSHIP. John should be the tie-breaker, not the overlord when the entire partnership thinks we should take a different course. I will be so embarrassed if anyone from [my old firm] sees that."

265. Other partners and associates frequently sought out Plaintiff to raise issues and/or concerns they had directly with Pierce. Partners Surkowitz and Polisi did this several times, as did another partner of the firm. Beck herself, when she was afraid that "John will get mad" did it as well. Recognizing the rights that Plaintiff and others had as a partner of the firm, just one week before Plaintiff was banished, a partner correctly exclaimed: "John can't fire us." Unfortunately for Plaintiff, as illustrated throughout the Complaint, Pierce apparently believes he is above the law and illegally expelled Plaintiff from the firm.

XVII. THE MANAGEMENT DEFENDANTS AND PB PARTNER DEFENDANTS EACH BREACH THEIR INDIVIDUAL FIDUCIARY DUTY TO PLAINTIFF

266. The Management Defendants and the PB Partner Defendants were all aware of the details set forth in the Misconduct Letter, including the Financial Misconduct and the myriad of problems regarding the sham investigation into the False Allegations.

267. They knew or should have known that Pierce violated any semblance of proper procedure by announcing the False Allegations to the firm.

268. They were aware that Plaintiff was put on the Isolated Leave after it was decided that he would

be working from home pending investigation into the False Allegations.

269. They all knew that as partners they owed a fiduciary duty to Plaintiff under Cal Corp Code § 16404, and otherwise, as evidenced by the concerns raised, but not acted upon by PB Partner Defendant Khan.

270. They all knew that Pierce, Beck and Bainbridge with Yim/Putney's assistance, illegally ousted Plaintiff from the partnership and that such ouster not only violated Plaintiffs' rights as a partner but also was ultra vires.

271. The ouster of Plaintiff violated the California's Uniform Partnership Act of 1994 (UPA), Cal. Corp. Code § 16100 et seq. in particular § 16601, yet none of the PB Partners took any action.

272. Incredibly, not a single one of Remaining PB Partner Defendants - Amman Khan, Andrew Lorin, Caroline Polisi, Chris LaVigne, Connor McDonough, Craig Bolton, Doug Curran, Eric Creizman, Jonathan Sorkowitz, Maxim Price, Patrick Bradford, Melissa Madrigal, Mike Pomerantz - all Caucasian, save Madrigal, Bradford, and Khan, exhibited a shred of concern when Plaintiff, the only African-American partner at the firm at the time he was placed on leave -- informed the remaining partners, in writing, in great detail, on more than one occasion, that he was the subject of discriminatory treatment and that there was unethical, as well as potentially illegal conduct, at the firm.

273. Not a single one of his partners ever asked one question of Plaintiff about the nature of the unethical, discriminatory or potentially illegal misconduct he had reported; and still have not to date. They also blindly believed the racially charged False Allegations and went about their business of personal gain as if their partner had simply vanished from the planet in an instant the morning of October 12.

274. The Misconduct Letter noted Plaintiff had not been afforded any "due process." Illustratively, one of the Remaining PB Partner Defendants knew the grave nature of this foul play. In her article on CNN.com, responding to the notion that a "mere allegation" of sexual misconduct can ruin a life, Defendant Polisi opined:

> "it is true, however, that we are at a cultural inflection point in which we are choosing to believe the victims more than ever. Yet as a criminal defense attorney, I see firsthand how due process occupies a prominent - if not central - place in our justice system every day. And I can attest to the fact that the accused's due process rights are alive and well in our justice system. They are thriving, in fact. (Emphasis added).

At Pierce Bainbridge, with Putney Twombly's help, "due process" was dead for Plaintiff. And neither Polisi, nor any of her partners, who were on notice, cared. They knew better, they did nothing.

275. As for the fact that Plaintiff was expelled by Pierce's hand alone, even though there had

essentially been a vote on the Caucasian executive level employee,[62] and a vote on office space -- none of the PB Partner Defendants said a single thing. The fact that vote on office space led to such a spirited debate, but not even a peep about Plaintiff is telling. It disappointingly appears as if each of the PB Partner Defendants essentially took the position of a partner, who affirmatively stated "I don't want to know. I don't want to know. I don't want to know" with hands over his ears, as Plaintiff attempted to share with him general concerns about weaknesses at the firm, after a lunch they had in mid-town on the east side of Manhattan on September 13th.

276. In any event, the PB Partner Defendants, fell directly in line so they could keep collecting their paychecks at the expense of the reputation, livelihood and career of their partner.

277. The expulsion was a direct violation of his rights as a partner of the firm, all of the PB Remaining Partner Defendants knew full well and this alone constituted a breach of their fiduciary duties to Plaintiff, duties which certain of them have expressed concern with not fulfilling.

278. The sting of his partners' total abandonment of Plaintiff, given that almost to a person they privately express that Pierce is, at best, dishonest; and Beck, also at best, underqualified; will remain for a lifetime. All the Remaining PB Partner Defendants sat back and did nothing. And the absolute fact of the matter is, that if Plaintiff looked like certain of his Caucasian partners, he would have never been abandoned in this manner.

XVIII. THE MANAGEMENT DEFENDANTS FRAUDULENTLY INDUCED PLAINTIFF TO JOIN THE FIRM

279. Plaintiff was fraudulent induced to leave his then current job and join Pierce Bainbridge based on:

i. the understanding that he could not be expelled from the firm unless it was the will of the partnership, by way of a vote;

ii. misrepresentations concerning the value of cases in firm's contingency case portfolio;

iii. misrepresentations during the recruiting and throughout Plaintiff's tenure about the firm's purported access to financing;

iv. misrepresentations of the Pravati deal terms which are far less favorable to PB than

[62] This is another indication of the racially disparate treatment to which Plaintiff was subjected. Although Pierce had him conned, and Plaintiff made complimentary statements concerning Pierce's perceived push for diversity, when the rubber hit the road, the white folks were treated one way, and the black folks much worse. Pierce essentially called a vote for the Caucasian executive to which she was not entitled, whereas the African-American Plaintiff Partner, who was entitled to one under law, was summarily thrown into the street and subsequently unlawfully fired with Pierce, Beck and Bainbridge attempting, ultimately unsuccessfully, to keep all of the partners in the dark. Exacerbating matters, when Pierce called for this collective process he stated: "[t]his is a one-tier partnership and always will be. . .we will always work as one team to address [these issues] decisively." It appears that in Pierce, Beck and Bainbridge's the world "always" only counts for Caucasians. Incredibly, Pierce made a big deal about telling the firm to treat this Caucasian Executive with "respect" because it was a tough, yet he put his partner on leave via e-mail, unlawfully terminated him via e-mail, has refused to speak with him since he blindsided Plaintiff with the leave and has banned the entire firm from speaking with the African-American Plaintiff about any subject matter whatsoever until the end of time. Beck and Bainbridge have stood right behind him. This is a classic case of discrimination.

the bogus number and percentages Pierce communicated during recruiting; and

v. misrepresentations about being compensated for business development efforts; indeed, the "Career" page on the PB website states: "You will be compensated based on your contribution to the firm the way equity partners are compensated at most firms."

280. All of this is detailed throughout the Complaint. It should be noted that Beck, Pierce and Bainbridge stated during interviews that they were all involved in each of the firm's cases, and that Beck, with Pierce's oversight, prepared and submitted substantive monthly case updates to Pravati (the Arizona-based litigation financer) with each of their input. Presumably such was the case with the May 6 Pravati Memo.

XIX. DEFENDANTS HAVE ENGAGED IN A MASSIVE SCHEME TO DEFRAUD THE CONSUMER PUBLIC AND TRIED TO SILENCE PLAINTIFF TO KEEP HIM FROM EXPOSING THEM

281. During Plaintiff's tenure, the firm was fueled almost exclusively by litigation financing; the "heart" of the firm is its contingency case portfolio. According to Pierce, he made an initial capital contribution of around $200,000 – the bookkeeper reports he has taken out far more. Bainbridge reportedly put in $6,000 at some point. As of at least September 2018, none of the other partners had made capital contributions, and there was approximately 20 partners and a bi-weekly payroll approaching $400,000 and collections on billable cases was generally understood to be poor.

282. The preceding does not consider the quarterly "guaranteed" partner distributions, which were likely approaching almost $700,000. Coupled with the regular salary, that puts the amount needed for the quarterly distribution period in December at over $1 million. The December "guaranteed" partner distributions were reportedly not made. Pierce's promise to pay them in January, was reportedly not fulfilled; Plaintiff has no information as to whether Pierce or LSG continued to withdraw funds from the firm during this time.

283. The above dictates that litigation financing was critical to the very existence of Pierce Bainbridge. Indeed, the very day before Plaintiff's banishment, emergency funds were received from Pravati in order to meet the electronic payroll deadline and keep up false appearances.

284. In order to secure such financing, Pierce Bainbridge has deployed deception aimed at consumers throughout the country. The scheme was led by Co-Managing Partners Pierce and Bainbridge. Given their shady history -- an alleged $80 million massive scheme "victimizing" hundreds of thousands of consumers -- Bainbridge and Fingarette presumably provided experienced expertise.

285. Unlike most well-established firms where a committee reviews potential contingency cases and assigns values to the same, Bainbridge, who has negligible law firm experience, handles this virtually single-handedly with the oversight and final input of Pierce based on Bainbridge's analysis. As Managing Partner, Pierce controls the day-to-day operations of the firm and has final say on case values.

286. The other Management Partners are "General Partners" of the firm and, accordingly, have a heightened level of control and insight relative the Remaining PB Partner Defendants. General Partners Beck and Hecht also played critical roles.

287. PB's targeting of plaintiffs nationwide for contingency cases has been a theme since the firm first registered in January 2017. For example:

a. In January 2017, a nationwide article authorized by Pierce states: "the firm will aggressively seek...contingency cases, the proceeds of which will be shared by all lawyers." (Emphasis added).

b. Similarly, a December 2017 nationwide article, authorized by Pierce states: "Pravati and Pierce caused a stir in April when they publicized a potentially eight-figure portfolio deal...in pursuit of contingency cases..." (Emphasis added).

c. In July 2018, in a nationwide press release, General Partner Price stated: "Our efficient methods allow us to offer...flexible alternate fee arrangements that give people greater access to the justice system." (Emphasis added).

288. Pierce induces contingency case plaintiffs to choose PB by inflating case values and inflating firm abilities.[63] Once the clients are in the door, their inflated case values are used to extract funds from litigation financiers; Pierce unfortunately does not use those funds properly. As the substantial assistance in the Billion Dollar Case illustrates, Pierce, among other times, pays off the clients to make sure their interests align with PB – ultimately to the clients' detriment; it also appears Pierce and LSG are draining firm accounts to deal with Pierce's personal demons and financial obligations, as well as LSG's unearned lavish lifestyle. Recent allegations from Bruce Chasan, the attorney suing Pierce in the Billion Dollar Case, align with this scheme. On February 8, 2019, Chasan alleged that Pierce paid off a number of individuals to launch a series of frivolous lawsuits related to the video game industry.

289. PB's contingency case scheme is accomplished primarily through identifying potential contingency case plaintiffs, buoyed by Pierce's slew of connections, up to 30,000, on LinkedIn. The next steps are:

a. grossly misrepresenting the value of such cases to the plaintiff consumers;

b. vastly overstating the abilities of the firm to the consumers;

c. commencing plaintiff-side contingency case lawsuits on behalf of these consumer clients;

d. adding the cases, with their grossly overinflated values, to the firm's contingency case portfolio; and

[63] For example, Pierce in a national publication, on January 3, 2019, stated; "These folks are seeing that we have better cases, get better results, and have more fun than any firm on the planet." PB case results have been objectively poor and disappointing; this is not true. Similarly, in a national press release in August 2018, Pierce stated: "Our firm is consistently recognized as being the most intelligent and efficient in the practice of law." Other than in Pierce's own mind, this is patently false.

e. securing non-recourse financing based on the inflated values Illustratively, Plaintiff was told during recruiting that the contingency-case portfolio was valued at over $2 Billion, which turned out to be wildly inaccurate. (Pierce advised Plaintiff to tell a potential business partner "[W]e already have like 2 billion [dollars] in contingency cases. For real.")

290. It appears that another device deployed by Pierce is targeting unsophisticated plaintiffs and then securing their loyalty through fraudulent representations about case values and the provision of unethical financial support as set forth herein. The Billion Dollar Case and the surrounding circumstances is a perfect example. The scheme is to have the largely vulnerable parties believe their cases are worth substantially more than they're actually worth, then provide them with gifts so their interests stay aligned with those of PB; that is, keep the cases going as long as possible, because virtually all, if not all, settlements and/or verdicts have come in under projected value.

291. Pierce frequently opined that the sheer volume of cases was a critical factor in enticing litigation financiers and, very rarely, if ever, placed any emphasis on the actual value of the cases. Defendant Lorin – likely the most skilled trial lawyer at the firm during the time – apparently frustrated with this approach, opined, on more than one occasion, that the firm was weighted down by "too many demoralizing dog contingency cases." Defendant Creizman, the only partner, other than LaVigne and Plaintiff, who brought in any meaningful billable matters, took issue with the notion that litigation financing was required to run the firm. Be that as it may, the fact of the matter is that was precisely the case.

292. With the benefit of hindsight, fraudulently inflated case values, was a critical part of the consumer directed scheme; the very life blood of the firm. Illustratively, when Plaintiff was being recruited, three consumer plaintiff contingency cases were the centerpiece of the Management Defendants' pitches to join – The Three Big Lies covered in the Introduction -- The Billion Dollar Case, The Trademark Case, and the Boston Trial.

293. The Trademark Case has resolved, as has the Boston Trial. Neither one came even remotely close to the values the were communicated to Plaintiffs during his interviews. The Boston Trial went to a verdict and was a massive disappointment coming several million dollars short of projections; there were rumors that the firm's clients were expecting a much bigger recovery, based on representations from Pierce, and may have lost their home. The Trademark case settled, also at a number several million dollars beneath projections; to be fair, while Plaintiff was not close to the case, it appears that a number of poor strategic decisions, as well as poor expert deposition preparation, were severely detrimental to the overall outcome – which speaks to the misrepresentations about the abilities of the firm.

294. While the Trademark Case and Boston Trial, were "only" several million off, which can happen in the unpredictable world of litigation, the revelations in December about the Billion Dollar Case

casts everything in a new light; an extremely unflattering light exposing what appears to be grossly deceptive consumer practices at Pierce Bainbridge.

295. Pierce also publicly misrepresents the financial condition of the firm. For example, in an article in a national publication on February 4, 2019, Pierce state: "capital continues to flood to our platform...[we are] now undeniably nothing less than a phenomenon." (Emphasis added). This was simply not true. Pierce has made multiple "capital flooding in" representations to recruits, the press, and publicly since April of last year. Facts, a scary thing for Pierce, during that time suggest otherwise. Indeed: (i) Pierce was rejected for a $1 million SBA loan; (ii) reportedly failed to make "guaranteed" partner distribution in December 2018; and (iii) reportedly failed again in January 2019 to make those same distributions. If "capital" was "continuing to flood in" as of early February, then Pierce and LSG were stealing all of it. Or, in the alternative, the statement was a lie. Multiple additional funding-based lies Pierce has made to his partners are set forth earlier in the Complaint.

296. Hecht, who certain colleagues refer to playfully as "mini-hungry John," tries his hand at deception as well. In a national publication on January 8, 2019, Hecht stated: "Fortune 500 work has been steadily flowing to our firm." Plaintiff does not recall a single Fortune 500 client at PB, not one.

297. Even his own partners have cringed at deceptive public statements offered by Pierce as noted earlier in the Complaint with respect to press concerning Creizman joining the firm.

298. The Billion Dollar Case is Pierce's personal firm crown jewel, he talked about it ad nauseum during interviews. Illustratively, Pierce characterized a lawsuit related to the case filed in December 2018 as a "shameless attempt to capitalize on the incredible, international press coverage regarding [the] lawsuit." A quick google search renders Pierce's statement of "incredible" worldwide press puzzling.

299. Even more puzzling, in light of public filings in December, is the potential "$1 billion" case value that was communicated to Plaintiff to induce him to join the firm.[64] The filings contain an e-mail from Pierce himself stating that prior counsel was willing to settle the matter for $400,000 – a delta of a mere $999.6 million. Any reasonable mind on the planet, would conclude that this is more than a mere difference of subjective opinion.

300. Defendant Hecht, Co-Managing Partner of the NYC office, plays a critical role in this deceptive consumer scheme routinely making inane statements on his LinkedIn page, such as "we have created the best law firm in the world", which as crystal clear from this Complaint, is demonstrably false. In

[64] Representations such as this, that were very likely made to PB's litigation financier in monthly case overview memos prepared by Beck with Pierce's oversight, strongly suggest the so-called Billion Dollar Case is also the crown jewel of Pierce Bainbridge's deceptive scheme. The timing of Beck, Price and Pierce's initial appearance in the case, late April, strongly suggests that the firm's rickety financial foundation rests substantially on this apparent massively inflated value.

another recent instance, Hecht had the nerve to "call out" a company for "child exploitation", for including a kid's dance moves in their game, when multiple reports say the kid entered into a contest to be included and when he lost his mother started a movement to get him involved.

301. Hecht was recently alleged to have violated ABA Model Rule 8.4 – "Maintaining the Integrity of the Profession" -- for purportedly surreptitiously recording individuals in another matter.[65] A decision on the matter, issued by the Honorable Alvin K. Hellerstein of the United States District Court for the Southern District of New York on April 11, 2019, found that Pierce Bainbridge, by way of the actions of Management Defendant Hecht, had "acted inconsistently with professional ethics" and precluded Pierce Bainbridge from using the wrongfully obtained information.

302. Rather than own up to his misconduct, Hecht, the Co-Managing Partner of the NYC Office made a public statement, the type of which has resulted in other partners of the firm complaining that Hecht's statements routinely subject them to ridicule from serious attorneys. Hecht childishly and absurdly claimed that the "disqualification motion was more about Jones Day's fear of litigating against Pierce Bainbridge than it was grounded in any reality."

303. Pierce takes it all to another level and has made so many outlandish statements that he has becoming a running joke with certain of his peers from Harvard Law School one of whom, General Counsel at a major company, during a phone call with Plaintiff and Curran, laughed when it was suggested his company do business with Pierce Bainbridge. In addition, while Pierce clearly has certain legal reporters under his thumb, he has been the subject of ridicule for his gross embellishment from the presumably more objective ones. Furthermore, a litigation financier who previously worked with Pierce at a firm was immediately skeptical at the mere mention of his name.

304. Notwithstanding the objectively gory results, under the stewardship of Pierce, and the Remaining Management Defendants, with Bainbridge the "cheat" primarily responsible evaluating contingency cases for Pierce, PB continues to move full steam ahead; gobbling up frivolous contingency cases, inflating their projections and harming the consumer plaintiffs who believe the hype.

305. While the firm's bookkeeper's reports to Plaintiff did not include any information about case values, the Financial Misconduct had such a level of stench, Pierce, aware that Plaintiff was not predisposed, nor accepting of massively fraudulently activity, took incredibly swift action to remove and silence Plaintiff the very day after Plaintiff told him to cut out the Financial Misconduct.

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[65] Upon information and belief, the dancing kid case, appears to be one in a recent line of frivolous IP cases championed by Management Defendant Hecht, which has faced an exceeding amount of public ridicule, that is part and parcel of PB's deceptive contingency case practice to consumers of legal services.

306. Not only was Pierce and LSG's apparently personal piggy bank via the firm accounts at risk, but the prospect of Plaintiff, who (consistent with the understanding reached with the Management Defendants during his recruitment) did virtually no case work, diving a little deeper, was petrifying. This massive, nation-wide deception of consumers, similar to the massive nationwide deception of consumers alleged against Bainbridge and Fingarette by the FTC, is the lifeblood of PB and if it came to an end, so would the firm.

307. Pierce may have his flaws, but he is clearly a gifted con man – it is remarkable how many established professionals he has suckered in joining PB -- and he knew he had to act quickly, which he did, by booting Plaintiff.

308. The next critical piece for Pierce was making sure Plaintiff never said anything publicly, and what better way to do that than to falsely accuse him of heinous misdeeds, which would provide the leverage to say the same publicly in response to any lawsuit by Plaintiff, and then to make sure he never told anyone at the firm, which is the rationale behind the ridiculous lifetime gag order demands; and also explains illegally terminating a partner just thirty minutes after the partner opined that Plaintiff got a raw deal.

309. The Remaining PB Partner Defendants are in no way innocent bystanders. Each of them received Plaintiffs detailed Misconduct Letter prior to his illegal expulsion, which noted:

> "We are compelled to note the curious timing of Mr. Lewis's leave, forced isolation and continued ridiculous demands for lifetime isolation, given recent concerns he had very strongly expressed over conduct and dealings at Pierce Bainbridge" (Emphasis).

310. Yet, notwithstanding their fiduciary duties to Plaintiff, as well as each other and the firm, each of the Remaining PB Partner Defendants did absolutely nothing. They put their collective heads in the sand, let their partner be illegally expelled and not a single one of them ever asked him a single question about his concerns. The inescapable conclusion is that they simply did not care about the full-fledged and depraved assault on Plaintiff, and they simply did not care if there were shady and illegal conduct afoot at Pierce Bainbridge, conduct aimed at defrauding consumers throughout the country.

311. Indeed, each of the Remaining PB Partner Defendants, were complicit in these fraudulent practices directed at consumers, because they failed to take any steps to investigate, failed to take any steps to unearth the truth and failed at anything other than lining their pockets off the deception and at the expense of their partner, Plaintiff.

312. Each of the Management Defendants, as well as LSG was well aware of this orchestrated and carefully curated massive fraud on the consumer plaintiff public; each of the Remaining Partner Defendants, all of whom worked heavily on cases, if they did any diligence at all, knew or should have known about this harm being done to consumers.

313. Because they did not, Plaintiff has had to endure unspeakable reputational damage and isolation that remains to this day; he also remains locked out of his accounts which has done immense damage to his business prospects, career and general well-being.

314. Rather than do the right thing, each of the remaining PB Partner Defendants did precisely the wrong thing; they allowed Plaintiff to suffer in a manner none of them will ever know, facilitated the same and continued on as if Plaintiff had fallen off the face of the earth, happily being integral cogs in the massive fraudulent consumer machine that is PB. This self-absorbed conduct that is unconscionable, shrouded in falsehoods, deception, and illustrates a complete lack of regard for misleading the consumer contingency plaintiff public.

315. While Plaintiff twice during the Isolated Leave saw uniformed police officers in his building and almost had a cardiac for fear he would be arrested, the remaining PB Partner Defendants had forgotten he ever existed and were enjoying cocktails at Christmas parties.

316. While Plaintiff has had countless sleepless nights wondering how people with a decent human bone in their body could set this all up in the first place, the remaining PB Partner Defendants had forgotten he ever existed and laughed, joked and commiserated with the depraved individuals who set him up – Doe, LSG, Pierce, Beck and Hecht, with the active assistance from the lying, corrupt and apparently grossly incompetent Yim.

317. While Plaintiff is left to pick up the pieces of a life and career obliterated by orchestrated lies, and frequently cannot concentrate thinking about who in the office thinks he really did this, the remaining Partner Defendants and the lying, fraudulent scoundrels behind it all, go home to their families and do not bat an eye, they simply did not, do not, and never will, care.

318. The conduct of all of the Defendants was despicable, wretched and unconscionable. They cared about nothing but themselves and were active participants to the deceptive and fraudulent practices aimed at consumers throughout the country or willfully ignorant of the same.

319. The gross, malicious and oppressive misconduct of all of the Defendants provides substantial support for an award of full treble and punitive damages against each of them under GBL 349.

320. Defendants' actions have caused, and will continue to cause, Plaintiff to suffer substantial economic and non-economic damages, including, loss of income, loss of future earning potential, loss of future employment prospects, harm to his professional and personal reputation, mental anguish, and emotional distress. Plaintiff seeks to recover compensatory damages, costs, attorney's fees and other items to make him whole for the damages he has suffered. Defendants have acted intentionally, deliberately and with malice to discriminate and retaliate against Plaintiff and/or acted with (i) willful or wanton negligence, (ii) oppression, malice or fraud, (iii) recklessness, and/or (iv) a conscious disregard of the rights of Plaintiff or conduct so

reckless as to amount to such disregard and in disregard for Plaintiff's protected right to be free from discrimination and retaliation. Defendants failed to even have any relevant corporate policy and egregiously violated relevant industry norms and best practices.

321. As a result of an orchestrated, collusive and premeditated attack, the Management Defendants and LSG, with the assistance and legal counsel of Putney Twombly, Plaintiff was

a. blindsided by e-mail, immediately banished,

b. falsely and stereotypically labeled a "sexual assaulter,"

c. defamed to the partnership and outside the firm,

d. locked out of his accounts forever,

e. had friendships destroyed by a sham investigation, which ignored exculpatory evidence, deliberately misconstrued evidence, failed to preserve evidence, was rife with fraudulent, and malicious misconduct,

f. subject to remarkably offensive racial double standards,

g. demonized by a General Counsel so corrupt she ignored evidence on her personal phone, and multiple personal communications she had with the Plaintiff;

h. ultimately the kill shot came from the magnificently corrupt and depraved Managing Partner Pierce, Plaintiffs law school class mate, who was onto Pierce's financial shenanigans based on reports from the bookkeeper, and Pierce knowing how Plaintiff is, tried to destroy him immediately, for Pierce, who is a shell of the man who used to be, it has all fallen apart, and he's giving it one last shot, and lying, thieving and running as fast as he can so it all doesn't catch up to him, and it will; he has $1.5 million in tax liens, pays $21,000 a month in alimony, has horrible credit, and essentially during the final days asked Plaintiff about loan sharks; and he takes orders from a person he says is not stable who made her career in friendship bracelets;

i. judged by the holier than thou Bainbridge who likely not a single non-Management person at the firm had a clue about his past, apparently a lifetime

j. subjected to unwarranted and repeated extortionist threats of criminal prosecution and

k. subjected to absurd demands for a lifetime gag order including attempts to trample on his Constitutional rights

322. Plaintiff seeks damages in an amount to be determined at trial, but in no event less than $35 million in compensatory damages.

FIRST
CAUSE OF ACTION
BREACH OF 1-YEAR OFFER LETTER AGREEMENT
(DEFENDANT PIERCE BAINBRIDGE)

323. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

324. The 1-Year Offer Letter Agreement was a valid and binding contract between Plaintiff and Defendant regarding Plaintiff compensation.

325. Defendant's illegal expulsion of Plaintiff and refusal to pay him his guaranteed compensation constitutes a breach of the 1-Year Offer Letter Agreement.

326. Defendant refused to retract its decision to illegally expel Plaintiff from the Partnership.

327. Defendant unequivocally informed Plaintiff in November 2018 that it was unwilling to perform the remainder of the 1-Year Offer Letter Agreement, which was to run through at least June 2019.

328. Defendant's acts and omissions has served to damage Plaintiff reputation and deprive him of compensation that was guaranteed to him.

329. Defendant's acts have been motivated by a desire to damage Plaintiff's law practice and take clients away from him.

330. Defendant's acts and omissions have served to damage Plaintiff financially.

331. Defendant's acts and omissions have served to damage Plaintiffs lifetime earning capacity.

SECOND
CAUSE OF ACTION
VIOLATION OF CALIFORNIA THE CALIFORNIA PARTNERSHIP ACT
(BREACH OF PARTNERSHIP RIGHTS
(DEFENDANTS BECK, PIERCE AND BAINBRIDGE)

332. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

333. Plaintiff's rights as a Partner were governed by California's Uniform Partnership Act of 1994 (UPA), Cal. Corp. Code § 16100 et seq. in particular § 16601.

334. Plaintiff's dismissal from the firm by Defendants was illegal and in violation of the California Uniform Partnership Act.

335. Defendants acts and omissions, including their failure to vote to expel Plaintiff from the partnership, have served to damage Plaintiff reputation.

336. Defendants acts have been motivated by a desire to take Plaintiff's law practice and clients away from him.

337. Defendants acts and omissions have served to damage Plaintiff financially.

338. Defendants' acts and omissions have served to damage Plaintiff lifetime earning capacity.

THIRD
CAUSE OF ACTION
FRAUDULENT INDUCEMENT
(THE MANAGEMENT DEFENDANTS AND DEFENDANT SCHAEFER-GREEN)

339. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

340. Defendants falsely represented to that if Plaintiff joined PB he would be compensated pursuant to the terms of his Offer Letter Agreement for at least one year.

341. Plaintiff falsely represented to Plaintiff that he would be afforded his rights as a Partner pursuant to the California Uniform Partnership Act, which was unambiguously his position as illustrated by his, Offer Letter Agreement and title "Equity Partner and Co-Founder of the NYO", hundreds of reference by the Defendants to him as Partner, the tax document for his quarterly September distribution which indicates "Non-Employee" status, his firm web page biography and how the Management Defendants referred to him to hundreds of people, his participation on a gateway committee for new hires, his fronting personal money to the firm and his nomination to the position of Assigning Partner. a

342. Defendants falsely represented to Plaintiff that he would be rewarded for his business development and other efforts to the firm which were widely praised and that the "at least" language in his Offer Letter Agreement contemplated such additional compensation; this is consistent with the firm's web page which says : "You will be compensated based on your contribution to the firm the way equity partners are compensated at most firms"; which comports with his title of "Equity Partner and Co-Founder of the NYO" the unambiguous meaning that he would receive additional compensation for his business development efforts and other contributions to the firm based on his title as Equity Partner.

343. Defendants falsely represented to Plaintiff the value of the firm's portfolio of contingency cases during recruiting, which was repeatedly stated as "$2 billion", including in particular, but not limited to, the value of the "Billion Dollar Case." Defendants falsely represented to Plaintiff the financial wherewithal of the firm and of Pierce personally. Defendants failed to explain to Plaintiff that the firm was completely dependent on litigation financing and that it was essentially "robbing Peter to pay Paul." The Defendants did not explain to Plaintiff that is expansion was fueled completely by borrowing and that, without continued borrowing it could not sustain operations.

344. Plaintiff informed Pierce during recruiting that his current employer had increased his compensation package and offered him hundreds of thousands of additional stock options and that he was considering remaining at his former job as a result.

345. Plaintiff made these representations to induce Plaintiff to leave his then job and join Pierce Bainbridge. Plaintiff reasonably relied upon these misrepresentations and material omissions to his detriment.

346. In fact, those representations were false, and Defendants knew they were false and made them to induce Plaintiff into leaving his then current employer, and hundreds of thousands of dollars in stock options, to join PB.

347. The promises made to Plaintiff concerning each of the issues set forth in this section, as well as throughout the Complaint, were made to induce Plaintiff to leave his then current employer and join Pierce Bainbridge, and he justifiably relied on the representations made to him by the Defendants.

348. In representing to Plaintiff that he would benefit from the items in this section the Management Defendant s acted with the intent to deceive Plaintiff.

349. As a result of Plaintiff' fraudulent inducement, Plaintiff suffered damages, including damages arising out of his loss of employment and compensation from leaving his former employer.

FOURTH
CAUSE OF ACTION
PROMISSORY ESTOPPEL
(DEFENDANT PIERCE)

350. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

351. Defendant repeatedly promised Plaintiff prior to his hiring, and throughout his tenure at PB, that he would be compensated for his business development and other contributions to the firm.[66]

352. Defendant made it clear that this additional compensation for Plaintiff's business development and other efforts was part of the overall compensation package. Indeed, Plaintiff's Offer Letter Agreement. which "guaranteed" an annual taken home of "at least" $420,000 is an unambiguous indication that additional compensation was an expected part of Plaintiff's compensation.

353. Plaintiff informed Defendant before he signed the Offer Letter Agreement that his then employer had offered him a generous salary increase, as well as a generous offer of additional stock options, and that Plaintiff needed to decide whether to stay with his current employer or leave for Pierce Bainbridge.

354. Defendant promised Plaintiff that if he came to PB, worked hard, and developed business he would make in the seven figures. Plaintiff said this frequently and referenced the average take home salaries at major NYC firms such as Quinn Emanuel (while noting a value of over $2 million) and implored Plaintiff to leave his current employer and join Pierce Bainbridge where "he would make seven figures if he worked hard and brought in business."

355. Defendant consistently praised Plaintiff in personal exchanges, as well as to the rest of the firm, frequently in firm-wide postings for all to see, also in three-person private Slack threads with other partners, and referred to him as a "Rainmaker" on several occasions and stating, illustratively, that Plaintiff's efforts were "hugely valuable" and would be "rewarded"; Plaintiff was singled out regularly for contributing more than the

[66] In addition, articles shared with Plaintiff prior to his joining the firm contained the following statements; "The firm will also have a unique compensation system. All of its lawyers...will be rewarded the way equity partners are in most firms...the firm expects associate compensation to exceed that of top-tier lockstep firms such as Cravath or Wachtel." An in another article Pierce stated: "We want everyone to have an ownership mentality. The numbers will move around in terms of percentages, but we want to reward people very directly for the revenue they bring in, for the hours that they bill, for contingency fee revenue..."

other partners with respect to business development and other issues; Plaintiff was also directed by Defendants Schaefer-Green and Pierce to deal with other issues related to the financial stability of the firm, that they said no one else was equipped to do and for which he would be rewarded, one was respect to an immensely private personal issue for Pierce.

356. Defendant expressed frustration with the lack of business development by the other partners, exclaimed that they were going to start to "feel it" and specifically excluded Plaintiff from this group. This was around one-week before the Isolated Leave and the clear and unambiguous intended message was that Plaintiff was contributing more than those who we're going to start feeling it and he would be rewarded for the same.

357. The promises made to Plaintiff about this additional compensation were material to his decision to leave his then current job, turn down hundreds of thousands in stock options, and to frequently work through the night developing business which he did; all of this was done in justifiable reliance on the on the representations made to him by the Plaintiff in leaving his then current job and deciding to join Pierce Bainbridge.

358. As a result of Plaintiff' false promises, Plaintiff has suffered damages, including damages arising out: the two major revenue producing hourly clients he brought to the firm, the wrongful death cases, as well as all of the additional massive contributions he made to the firm, including, but not limited to, his recruiting efforts, his contribution of the single most valuable operational item at the firm through a flexible office space solution, his facilitating a deal with a leading artificial intelligence legal research provider, Pierce's personal issue that no one else was equipped to handle, his marketing efforts where he fronted personal funds and worked through the night for around two weeks starting trying to pick up the Slack and create better marking for both the firm and his personal business development efforts.

FIFTH
CAUSE OF ACTION
Breach of Fiduciary Duty
(DEFENDANTS BECK AND PIERCE)

359. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

360. Defendants have breached their duties of loyalty and care to Plaintiff as set forth in California Corporations Code section 16404 by (i) failing to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law and (ii) failing to discharge their duties to their partner, Plaintiff, consistent with the obligation of good faith and fair dealing.

361. Defendants owed Plaintiff fiduciary duties of the highest character. Plaintiff was owed special duties, including the duties of loyalty, honesty, care, and good faith and fair dealing. Plaintiff relied on Defendants to discharge their duties and obligations in a manner that would cause no detriment to Plaintiff's

rights in connection with his position as a partner at the firm. Plaintiff reposed trust and confidence in Defendant in this regard, which was voluntarily assumed and accepted.

362. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, as concealing, the Financial Misconduct, including Pierce furtively diverting hundreds of thousands of dollars in firm funds from the firm bank accounts while (i) creditors where not being paid and harassing Plaintiff concerning the same; (ii) payroll was almost being missed causing an tremendous amount of stress and (iii) Pierce deceptively opining that he allegedly "didn't take any salary."

363. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, and/or concealing, the apparent overvaluation of the Billion Dollar Case, as well the entire contingency case portfolio before he was hired.

364. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, and/or concealing, their desire to rid the firm of Plaintiff at all costs premised, in part, on the troubled jealousies of Schaefer-Green.

365. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, illegally expelling Plaintiff and violating his rights as a partner set forth in the California Corporations Code.

366. Defendants breached their fiduciary duties to Plaintiff by actively participating and deceitfully misrepresenting that the "investigation" would be conduct with "procedural fairness" and in "accordance with NYS Guidelines" and in supporting the "False Allegations" and failing properly to investigate them.

367. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, the immediate defamation of Plaintiff to the partnership followed up by the lifetime gag order demands on Plaintiff and then the same demands on all PB personnel.

368. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, a stream of unethical extortionist threats to coerce Plaintiff into resigning his partnership for a nominal payment.

369. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, providing access to Doe in Pierce's and likely Beck's e-mail boxes throughout the investigation which showed a ridiculous amount of bias and exposed Plaintiff to tremendous risk

370. Defendants breached their fiduciary duties to Plaintiff by engaging in a repeated pattern of discriminatory conduct which treated that African-American Plaintiff and others African-Americans at the firm, worse than their peers.

371. Defendants breached their fiduciary duties to Plaintiff by actively participating in or being willfully complicit in, each of the items set forth in the Laundry List of Beck transgression attached as Exhibit A.

372. Defendants' conduct was intentionally deceitful and done with the intent of depriving Plaintiff of his property and legal rights and to cause it injury. Defendants actions subjected Plaintiff to unjust hardship and undue injury. Plaintiff' conduct was malicious, fraudulent and/or oppressive, and was committed with a conscious disregard of the rights of Plaintiff. Accordingly, Plaintiff is entitled to an award of punitive or exemplary damages in an amount sufficient to punish Plaintiff and make an example of them.

SIXTH
CAUSE OF ACTION
Breach of Fiduciary Duty
(THE PB PARTNER DEFENDANTS)

373. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

374. Plaintiff have breached their duties of loyalty and care to Plaintiff as set forth in California Corporations Code section 16404 by (i) failing to refrain from engaging in grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law and (ii) failing to discharge their duties to their partner, Plaintiff, consistent with the obligation of good faith and fair dealing.

375. Defendants owed Plaintiff fiduciary duties of the highest character. Plaintiff is owed special duties, including the duties of loyalty, honesty, care, and good faith and fair dealing. Plaintiff relied on Defendants to discharge their duties and obligations in a manner that would cause no detriment to Plaintiff's rights in connection with his position as a partner at the firm. Plaintiff reposed trust and confidence in Defendants in this regard, which was voluntarily assumed and accepted.

376. Defendants breached their fiduciary duties to Plaintiff by, among other things, failing to act when they were informed that Pierce, Beck and Bainbridge purported to "terminate" Plaintiff from the partnership in a clear violation of law.

377. Defendants breached their fiduciary duties to Plaintiff by, among other things, failing to act when they were informed that Pierce, Beck and Bainbridge purported to "terminate" Plaintiff from the partnership which was a breach of the obligation of good faith and fair dealing to Plaintiff.

378. Defendants breached their fiduciary duties to Plaintiff by, among other things, failing to act when they were informed that Pierce, Beck and Bainbridge purported to "terminate" Plaintiff from the partnership which was a breach of the obligation which constituted grossly negligent or reckless conduct, intentional misconduct.

379. In addition to their knowledge that Pierce, Beck and Bainbridge had violated the law by illegally expelling Plaintiff from the partnership, each of the Defendants were aware of each of the following facts, a substantial majority of which was communicated in writing, prior to his illegal expulsion.

380. Each of the Defendants were aware that Plaintiff had been banished from the firm by e-mail without any warning or conversation whatsoever and each of them had been inappropriately directed that they could never communicate with their partner about anything for the rest of their life, a ban which remains in place today.

381. Plaintiff was a high-performing partner at the firm, the recipient of a stream of glowing compliments from his partners as set forth in the Complaint. Plaintiff was also selected to be Assigning Partner and Co-Chair of Diversity and Inclusion.

382. Plaintiff had been the subject of numerous extortionist threats of bogus and frivolous criminal charges in connection with allegations that were demonstrably false as he maintained from the outset.

383. Each of the Defendants were aware Plaintiff had stated plainly that clearing his name as to the False Allegations was of paramount importance as Mr. Pierce had defamed him to the partnership, a necessity compounded by Mr. Pierce's reckless and wholly improper communication to the partnership just moments after his isolated leave e-mail.

384. Each of the Defendants were aware Plaintiff had been subjected to severe reputational damage by way of a "sham" "investigation" and that the investigator Yim had taken efforts to silence, stifle or otherwise restrict Plaintiff's statements.

385. Each of the Defendants were aware Plaintiff had expressed concerns about unethical, improper, inappropriate and biased misconduct during the investigation.

386. Each of the Defendants were aware Plaintiff has expressed concern that the purported "investigation," (i) violated Mr. Lewis' rights, (ii) been conducted contrary to any reasonable procedure or standard practice, violated the recently established guidelines for investigations into allegations of sexual harassment ("Guidelines"), as recently mandated, and (iv) patently violates the New York Rules of Professional Conduct 4.2 and the ABA Model Rules 4.2 by seeking to coerce Mr. Lewis into being questioned by counsel without his retained counsel of his choosing present, in connection with allegations where he was consistently being threatened with bogus criminal charges.

387. Defendants were aware Plaintiff had expressed the relevant law and NYS Guidance was not being followed which was part and parcel of the collective unethical, improper and potentially illegal efforts to conspire to destroy Mr. Lewis' personal and professional reputation, as well as his career, based on False Allegations.

388. Defendants were aware Plaintiff conveyed that the curious timing of Plaintiff's leave, forced isolation and continued ridiculous demands for lifetime isolation, given recent concerns he had very strongly expressed over conduct and dealings at Pierce Bainbridge.

389. Defendants were aware Plaintiff conveyed he had been the victim of discrimination and set forth a laundry list of detailed and troubling concerns about how it had been done.

390. Defendants were aware Defendants were aware that Pierce, Beck and Bainbridge illegally expelled Plaintiff almost immediately after he made those complaints.

391. Plaintiff believes Defendants' conduct was intentionally deceitful and done with the intent of depriving Plaintiff of its property and legal rights and to cause it injury. Defendants' actions subjected Plaintiff to unjust hardship and undue injury. Plaintiff' conduct was malicious, fraudulent and/or oppressive, and was committed with a conscious disregard of the rights of Plaintiff. Accordingly, Plaintiff is entitled to an award of punitive or exemplary damages in an amount sufficient to punish Plaintiff and make an example of them.

SEVENTH
CAUSE OF ACTION
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(DEFENDANT SCHAEFER-GREEN)

392. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

393. At all relevant times herein, Defendants Pierce and Beck owed him a fiduciary duty of loyalty and care. Defendants were required to act in a manner which exhibited the utmost duty of good faith and care to the Plaintiff.

394. Defendants Pierce and Beck breached their fiduciary duties to Plaintiff by illegally expelling him from the partnership and the multitude of other breaches set forth in this Complaint.

395. Defendants Beck and Pierce's breach of their fiduciary duties actually and proximately caused substantial financial injury to Plaintiff.

396. Defendant Schaefer-Green substantially assisted and participated in the Defendants Pierce and Beck's breaches of their fiduciary obligations in connection with the Financial Misconduct as following: (i) accessing firm bank accounts for her personal benefit by using a debit card for the firm's bank; (ii) directing the firms travel agent to book her on excessive first-class one-way flights which led to complaints by both Pierce and the firm's bookkeeper who noted the travel expenses were "bloated"; (iii) active concealment and/or participation in illicit financial conduct knowledge of which Pierce believed could "implicate the firm"; (iv) active concealment and/or participation in illicit financial conduct, knowledge of which Pierce believed could be used to "extort" him; (v) enabling Defendant Pierce with respect to his personal demons.

397. Defendant Schaefer-Green substantially assisted and participated in the Defendants Pierce and Beck's breaches of their fiduciary obligations in connection with illegal expulsion of Plaintiff by: (i) engaging in divisive and corrosive drama and actively assisting in the manufacturing or exploiting of False Allegations against Plaintiff; (ii) engaging in divisive and corrosive drama and actively prodding Defendants Pierce and Defendant Beck to take actions against Plaintiff because she feared he would reveal the Financial Misconduct and put an end to LSG's freeloading; (iii) active concealment and/or participation in illicit financial conduct knowledge of which Pierce believed could "implicate the firm," which if revealed would have confirmed Plaintiff's communications to his partners and induced them to take action concerning the same as well as his illegal expulsion; (iv) active concealment and/or participation in illicit financial conduct, knowledge of which Pierce believed could be used to "extort" him, which if revealed would have confirmed Plaintiff's communications to his partners and induced them to take action concerning the same as well as his illegal expulsion; (v) engaging in divisive and corrosive drama that led the bookkeeper to "caution" Plaintiff about LSG's return to the firm, which remarkably was just one day before the False Allegations were made, and (vi) spreading false rumors as a result of her jealousies that Plaintiff was somehow purportedly not trustworthy and needed to be dealt with;

398. Defendant Schaefer-Green had actual knowledge that Defendant Pierce was breaching his fiduciary obligations to Plaintiff by engaging in the Financial Misconduct, as she was apparently as substantial benefactor of the same, Plaintiff's reporting of which resulted in a cover-up and his illegal expulsion.

399. As a direct and proximate result of the Defendants' actions and substantial participation, Plaintiff was damaged.

400. The actions of the Schaefer-Green caused the harm on which the other's liability for breach of fiduciary duties is predicated.

401. By reason of the foregoing, Plaintiff is entitled to a judgment awarding him compensatory damages in an amount to be determined at the trial of this action, together with interest at the statutory rate.

402. In addition, because Defendant Schaefer Green acted willingly, grossly, recklessly and wantonly negligent, and without regard for Plaintiff's rights and interests, Plaintiff is further entitled to punitive damages for the misconduct alleged herein.

EIGTH
CAUSE OF ACTION
AIDING AND ABETTING BREACH OF FIDUCIARY DUTY
(DEFENDANT MICHAEL YIM)

403. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

404. The PB Partner Defendants, Beck and Pierce owed Plaintiff a fiduciary duty of loyalty and care. The PB Partner Defendants, Beck and Pierce were required to act in a manner which exhibit the utmost duty of good faith and care to the Plaintiff.

405. The PB Partner Defendants, Beck and Pierce breached their fiduciary duties to Plaintiff by illegally expelling him from the partnership and in addition the multitude of other breaches set forth throughout this Complaint.

406. The PB Partner Defendants Beck and Pierce's breach of their fiduciary duties actually and proximately caused substantial financial injury to Plaintiff.

407. Defendant substantially assisted and participated in the PB Partner Defendants, Beck and Pierce's breaches of their fiduciary obligations in connection with illegal expulsion of Plaintiff by conducting a sham investigation, in which Yim, in order to achieve a predetermined outcome through collusion, malice and fraudulent conduct:

a. Maliciously failed to adhere to fairness, policy and relevant guidance and laws;
b. Maliciously failed to acknowledge until it was too late that he was conflicted;
c. Failed to possess the requisite training and experience;
d. Maliciously Failed to afford Plaintiff his mandated basic right to "due process;"
e. Engaged in deception concerning "time of occurrence" and backed out of his own oral statement that rendered the False Allegations unequivocally false;
f. Claimed that he was "biased" yet bizarrely said only an associate from his firm, Putney Twombly could take his place;
g. Maliciously failed to provide critical details and documents;
h. Deceptively and maliciously misrepresented relevant critical details;
i. Collusively selectively disclosed, cherry-picked documents contrary to his own statements that none would be provided;
j. Violated numerous bare minimum requirements per the NYS Guidelines;
k. Recklessly condoned Doe's access to Pierce's e-mails throughout the investigational
l. Malicious leveled a stream of extortionist threats of bogus criminal charges;
m. Engaged in deception concerning relevant materials;
n. Failed to allow Plaintiff to have counsel of his choosing present in violation of the ABA Model Rule 4.2 and New York Rules of Professional Misconduct 4.2
o. Collusively, maliciously and fraudulently conducted the entire investigation to reach a pre-determined outcome.

408. Defendant Yim had actual knowledge that the Defendants had a collusive, malicious and fraudulent predetermined outcome to remove and silence Plaintiff forever which resulted in his illegal expulsion.

409. As a direct and proximate result of the Defendants' actions and substantial participation, Plaintiff was damaged.

410. The actions of the Defendant Yim caused the harm on which the primarily liability of breach of fiduciary duties is predicated.

411. By reason of the foregoing, the Plaintiff is entitled to a judgment awarding them compensatory damages in an amount to be determined at the trial of this action, together with interest at the statutory rate.

412. In addition, because Defendant Yim acted willingly, grossly, recklessly and wantonly negligent, and without regard for Plaintiff's rights and interests, the Plaintiffs are further entitled to punitive damages for the misconduct alleged herein.

NINTH
CAUSE OF ACTION
TORTIOUS INTERFERENCE WITH PROSPECTIVE ECONOMIC ADVANTAGE
(DEFENDANTS BECK AND PIERCE)

413. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

414. Plaintiff had existing relationships with specific and identifiable potential clients for litigation services and who took substantial steps towards entering into relationships with Plaintiff for those services. As a result, Plaintiff had a reasonable expectation of prospective economic advantage in association with these potential clients, for which he would have been paid pursuant to the points set forth in the Promissory Estoppel cause of action section, as well as throughout the Complaint.

415. Defendants Beck and Pierce knew of those relationships because Defendant Beck hijacked his e-mail account where many of those relationships were fostered in part including, but limited, two major institutional entities who were waiting for proposals from Plaintiff when he was blindsided by Pierce and Beck and immediately locked out for life.

416. Defendants Beck and Pierce intentionally and wrongfully interfered with Plaintiffs relationships in order to disrupt Plaintiff's relationships with these customers and usurp the business for themselves.

417. Defendants Beck and Pierce's' interference constituted unfair competition, as alleged further herein, and was independently unlawful.

418. Defendants Beck and Pierce interference actually disrupted these relationships, causing these Plaintiff to lose these relationships, and in one instance the firm has taken over the same to its benefit.

419. Defendants Beck and Pierce's interference with these customer relationships damaged Plaintiff in an amount to be proven at trial.

420. Defendants Beck and Pierce's conduct was intentional, deliberate, fraudulent, malicious, and/or oppressive; Plaintiff seeks and is entitled to punitive or exemplary damages.

TENTH
CAUSE OF ACTION
TORTIOUS INTERFERENCE WITH CONTRACT
(DEFENDANTS PUTNEY TWOMBLY & MICHAEL YIM)

421. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

422. The 1-Year Offer Letter Agreement is a valid and enforceable contract between Plaintiff and PB, pursuant to which, inter alia, Defendant PB must make periodic payments and distributions to Plaintiff for the duration of the Offer Letter Agreement.

423. Defendant Yim knew of the existence of the Offer Letter Agreement and of Defendant's obligations to make periodic payments and distributions to Plaintiff.

424. Acting on behalf of Defendant Putney Twombly and for himself, Defendant Yim maliciously and intentionally induced Defendant PB to breach its obligations. Defendant Yim intended and knew or should have known that his actions would cause Defendant PB to breach the Offer Letter Agreement and cease making payments and distributions to Plaintiff required and guaranteed under the Offer Letter Agreement.

425. As a direct result of Defendant Yim's actions as a partner of Putney Twombly, Defendant PB breached its obligations under the Offer Letter Agreement

426. Defendant Yim's actions were wrongful and unlawful. Neither Yim nor Defendant Putney Twombly have or had any legitimate justification for inducing Defendant PB to breach the Offer Letter Agreement and withhold payment and distributions to Plaintiff.

427. By reason of the wrongful interference by Defendants Putney Twombly with Plaintiff's contractual relationship with Defendant PB, Plaintiff has suffered losses and is entitled to money damages from Putney Twombly and Yim, in an amount to be determined at trial of this action. Because of the malicious nature of the conduct of Putney Twombly and Yim, Plaintiff is also entitled to an award of punitive damages, in an amount to be determined upon the trial of this action.

ELEVENTH
CAUSE OF ACTION
UNJUST ENRICHMENT
(THE MANAGEMENT DEFENDANTS AND DEFENDANT LSG)

428. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

429. The PB Partner Defendants and Defendant LSG were enriched by the faithful services Plaintiff provided to them as Equity Partner and Co-Founder of the NYO.

430. The PB Partner Defendants and Defendant LSG were enriched at Plaintiff's expense, because his working life during this period was devoted full time to the Plaintiff needs and he had no time or opportunity to engage in other employment.

431. It would be against equity and good conscience to permit the PB Partner Defendants and Defendant LSG to retain all the benefits of Plaintiff's services without providing him reasonable compensation, including full payment of his scheduled payment, scheduled distributions and additional payments.

TWELFTH
CAUSE OF ACTION
PROFESSIONAL MALPRACTICE
(DEFENDANTS BECK AND PIERCE BAINBRIDGE)

432. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

433. An attorney has committed malpractice in the State of New York where (i) the attorney "has failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession," and (ii) the attorney's breach of this duty proximately caused plaintiff to sustain actual and ascertainable damages.

434. Plaintiff does not have an attorney-client relationship with Beck or Putney Twombly, however, the allegations in this Complaint fall square within the exception of fraud, collusion, malicious acts or other special circumstances under which a cause of action alleging attorney malpractice may be asserted absent a showing of actual or near-privity.

435. Defendants PB and Beck failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession in their handling of the investigation.

436. Instead Defendants Pierce Bainbrdige and Beck engaged in egregiously malicious, collusive and fraudulent conduct in what was a dishonorable effort by Beck to investigate which turned out to be an absolute farce.

437. Pierce Bainbridge and Beck, did not follow the law, did not afford Plaintiff basic rights, took some remarkably bizarre positions, broke disciplinary rules through extortionist threats, offered Plaintiff as chance to essentially write the findings, withheld evidence, grossly misrepresented evidence, appear to have destroyed evidence, admitted the investigation had been fundamentally flawed in two respects for thirty days and then in the same breath said they are "fully confident in the process; the only way that statement makes sense if the collusive and malicious plan from the outset was to Plaintiff in and it is crystal clear that is the case; and Beck and Pierce Bainbridge were heavily involved in Yim promising to provide a final report, he never did; his actions were corrupt in the beginning, the middle and the end of the process, for example, Beck:

a. Maliciously failed to adhere to fairness, policy and relevant guidance and laws;

b. Maliciously failed to acknowledge until it was too late that he did not possess that he was conflicted;

c. Failed to possess the requisite training and experience;

d. Maliciously Failed to afford Plaintiff his mandated basic right to "due process;"

e. Engaged in deception concerning "time of occurrence" and authorized Yim backing out of oral statement that rendered the False Allegations unequivocally false;

f. Collusively authorized Yim to claimed that he was "biased" yet take the bizarre position that only an associate from his firm, Putney Twombly could take his place;

g. Maliciously failed to provide critical details and documents;

h. Deceptively and maliciously misrepresented relevant critical details;

i. Collusively selectively disclosed, cherry-picked documents contrary to his own statements that none would be provided;

j. Violated numerous bare minimum requirements per the NYS Guidelines;

k. Recklessly condoned Doe's access to Pierce's e-mails throughout the investigation.

l. Maliciously leveled a stream of extortionist threats of bogus criminal charges;

m. Engaged in deception concerning relevant materials;

n. Failed to allow Plaintiff to have counsel of his choosing present in violation of the ABA Model Rule 4.2 and New York Rules of Professional Misconduct 4.2; and

o. Collusively, maliciously and fraudulently conducted the entire investigation to reach a pre-determined outcome.

p. Maliciously withheld a purported so-called final report from Plaintiff and permitted other PB personnel to read the same.

438. Had Beck and Pierce Bainbridge exercised the ordinary reasonable skill of a member of the legal profession, they would have conducted a fair investigation from day 1 and Plaintiff would not have missed a single day of work, instead they engaged in brazen collusion, malice and fraud. As a result, Plaintiff is entitled to compensatory damages, consequential damages, and punitive damages, to be determined by a trier of fact.

THIRTEENTH
CAUSE OF ACTION
PROFESSIONAL MALPRACTICE
(DEFENDANTS YIM AND PUTNEY TWOMBLY)

439. Plaintiffs repeat, re-allege, and incorporate the allegations contained in paragraphs as though fully set forth herein.

440. An attorney has committed malpractice in the State of New York where (i) the attorney "has failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession," and (ii) the attorney's breach of this duty proximately caused plaintiff to sustain actual and ascertainable damages.

441. Plaintiff does not have an attorney-client relationship Yim or Putney Twombly, however, the allegations in this Complaint fall square within the exception of fraud, collusion, malicious acts or other special circumstances under which a cause of action alleging attorney malpractice may be asserted absent a showing of actual or near-privity.

442. Defendants PB and Beck failed to exercise the ordinary reasonable skill and knowledge commonly possessed by a member of the legal profession in their handling of the investigation.

443. Instead, Defendants Putney Twombly and Yim engaged in egregiously malicious, collusive and fraudulent conduct in what was a dishonorable effort by Yim to please his friend Beck and help her do the dirty work of expelling Plaintiff from the firm through an investigation which turned out to be an absolute farce.

444. Putney Twombly and Yim, did not follow the law, did not afford Plaintiff basic rights, took some remarkably bizarre positions, broke disciplinary rules through extortionist threats, offered Plaintiff as chance to essentially write the findings, withheld evidence, grossly misrepresented evidence, appear to have destroyed evidence, admitted the investigation had been fundamentally flawed in two respects for thirty days and then in the same breath said they are "fully confident in the process; the only way that statement makes sense if the collusive and malicious plan from the outset was to Plaintiff in and it is crystal clear that is the case; and Yim and Putney Twombly were heavily involved Yim even promised to provide a final report, he never did; his actions were corrupt in the beginning, the middle and the end of the process, for example, Yim:

a. Maliciously failed to adhere to fairness, policy and relevant guidance and laws;

b. Maliciously failed to acknowledge until it was too late that he did not possess that he was conflicted;

c. Failed to possess the requisite training and experience;

d. Maliciously Failed to afford Plaintiff his mandated basic right to "due process;"

e. Engaged in deception concerning "time of occurrence" and backed out of his own oral statement that rendered the False Allegations unequivocally false;

f. Claimed that he was "biased" yet bizarrely said only an associate from his firm, Putney Twombly could take his place;

g. Maliciously failed to provide critical details and documents;

h. Deceptively and maliciously misrepresented relevant critical details;

i. Collusively selectively disclosed, cherry-picked documents contrary to his own statements that none would be provided;

j. Violated numerous bare minimum requirements per the NYS Guidelines;

k. Recklessly condoned Doe's access to Pierce's e-mails throughout the investigation

l. Maliciously leveled a stream of extortionist threats of bogus criminal charges;

m. Engaged in deception concerning relevant materials;

n. Failed to allow Plaintiff to have counsel of his choosing present in violation of the ABA Model Rule 4.2 and New York Rules of Professional Misconduct 4.2; and

o. Collusively, maliciously and fraudulently conducted the entire investigation to reach a pre-determined outcome.

445. Had Yim and Putney Twombly exercised the ordinary reasonable skill of a member of the legal profession, they would have conducted a fair investigation from day 1 and Plaintiff would not have missed a single day of work, instead they engaged in brazen collusion, malice and fraud.

446. As a result, Plaintiff is entitled to compensatory damages, consequential damages, and punitive damages, to be determined by a trier of fact.

FOURTEENTH
CAUSE OF ACTION
DISCRIMINATION UNDER NEW YORK STATE LAW
(DEFENDANTS PB, BECK, PIERCE AND BAINBRIDGE)

447. Plaintiff repeats, realleges, and restates each and every paragraph above as if said paragraphs were more fully set forth herein at length.

448. New York State Executive Law §296 provides that it shall be unlawful "(a) For an employer or licensing agency, because of the age, race, creed, color, national origin, sexual orientation, military status, sex, disability, genetic predisposition or carrier status, or marital status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment."

449. Defendants engaged in an unlawful discriminatory practice in violation of New York Executive Law by terminating the Plaintiff, creating and maintaining discriminatory working conditions and a hostile work environment, discriminating against the Plaintiff because of his race, and otherwise subjecting the Plaintiff to a hostile work environment.

450. That as a direct result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower Courts.

FIFTEENTH
CAUSE OF ACTION
RETALIATION UNDER NEW YORK STATE LAW
(DEFENDANTS PB, BECK, PIERCE AND BAINBRIDGE)

451. Plaintiff repeats, realleges, and restates each and every paragraph above as if said paragraphs were more fully set forth herein at length.

452. New York State Executive Law §296(7) provides that it shall be an unlawful discriminatory practice: "For any person engaged in any activity to which this section applies to retaliate or discriminate against any person because [s]he has opposed any practices forbidden under this article."

453. Defendants engaged in an unlawful discriminatory practice by retaliating, continuing and escalating the discrimination and hostile work environment to which the Plaintiff was subjected, and otherwise discriminating against the Plaintiff because of Plaintiff's race and his opposition to the unlawful employment practices of Defendants. Plaintiff was also subject to disparate treatment because of his race. White members and prospective members of PB were treated more favorably than Plaintiff. Others who engaged in the same or similar conduct that Plaintiff was falsely accused of engaging in, were not disciplined at all or, in fact, rewarded. In contrast, Plaintiff was expelled from the firm.

454. Defendants engaged in an unlawful discriminatory practice by retaliating against the Plaintiff for making a complaint regarding Defendants' violation of New York State Executive Law. Plaintiff complained on multiple occasions, including in the Misconduct Letter, about the fact that he was being discriminated against and treated unfairly because of his race.

455. That as a direct result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower Courts.

SIXTEENTH
CAUSE OF ACTION
DISCRIMINATION UNDER NYC LAW
(DEFENDANTS PB, BECK, PIERCE AND BAINBRIDGE)

456. Plaintiff repeats, realleges, and restates each and every paragraph above as if said paragraphs were more fully set forth herein at length.

457. The Administrative Code of City of NY § 8-107 [1] provides that "It shall be an unlawful discriminatory practice: "(a) For an employer or an employee or agent thereof, because of the actual or perceived age, race, creed, color, national origin, gender, disability, marital status, sexual orientation or alienage or citizenship status of any person, to refuse to hire or employ or to bar or to discharge from employment such person or to discriminate against such person in compensation or in terms, conditions or privileges of employment."

458. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(1)(a) by terminating the Plaintiff, creating and maintaining discriminatory working conditions and a hostile work environment, discriminating against the Plaintiff because of his race, and otherwise subjecting the Plaintiff to a hostile work environment. Plaintiff was also subject to disparate treatment because of his race. White members and prospective members of PB were treated more favorably than Plaintiff. Others who engaged in the same or similar conduct that Plaintiff was falsely accused of engaging in, were not disciplined at all or, in fact, rewarded. In contrast, Plaintiff was expelled from the firm.

459. As a direct and proximate result, Plaintiff was damaged in an amount to be determined at trial. In addition, because Defendant amount to willful or wanton negligence, or recklessness, or where there is a 'conscious disregard of the rights of others or conduct so reckless as to amount to such disregard' Plaintiff is entitled to punitive damages.

SEVENTEENTH
CAUSE OF ACTION
RETALIATION UNDER NEW CITY ADMINISTRATIVE CODE
(DEFENDANTS PB, BECK, PIERCE AND BAINBRIDGE)

460. Plaintiff repeats, realleges, and restates each and every paragraph above as if said paragraphs were more fully set forth herein at length.

461. The New York City Administrative Code Title 8, §8-107(1)(e) provides that it shall be unlawful discriminatory practice: "For an employer . . . to discharge . . . or otherwise discriminate against any person because such person has opposed any practices forbidden under this chapter. . ."

462. Defendants engaged in an unlawful discriminatory practice in violation of New York City Administrative Code Title 8, §8-107(1)(e) by retaliating, continuing and escalating the gender discrimination and hostile work environment to which the Plaintiff was subjected, and otherwise discriminating against the Plaintiff because of Plaintiff's opposition to the unlawful employment practices of Defendants.

463. Defendants engaged in an unlawful discriminatory practice by retaliating against the Plaintiff for making a complaint regarding Defendants' violation of New York City Administrative Code. Plaintiff complained on multiple occasions about his being discriminated against and being treated unfairly because of his race.

464. That as a direct result of the foregoing, Plaintiff has been damaged in an amount which exceeds the jurisdictional limits of all lower Courts.

465. In addition, because Defendant's actions amount to willful or wanton negligence, or recklessness, or where there is a 'conscious disregard of the rights of others or conduct so reckless as to amount to such disregard' Plaintiff is entitled to punitive damages.

EIGHTEENTH CAUSE OF ACTION
DEFAMATION
(DEFENDANTS PIERCE AND BECK)

466. Plaintiff repeats and re-alleges each and every allegation contained in the paragraphs above with the same force and effect as if fully set forth herein.

467. Defendant Pierce made false and defamatory statements about the Plaintiff in that Defendant Pierce recklessly informed the entire partnership of the False Allegations; Beck essentially did the same by maliciously inviting people to read the final so-called report which has never been provided to Plaintiff. Beck and Pierce falsely stated that Plaintiff had committed "sexual assault," that Plaintiff was a "sexual predator," that Plaintiff had "retaliated" against his accuser," that Plaintiff had "interfered" with and "obstructed" their "investigation," and that Plaintiff "retaliated" against other employees of the firm for "their participation in the investigation." These statements were false when they were made, and Defendants knew that they were false when they were made.

468. Defendants Pierce and Beck published the false statements to third parties in that Defendant Pierce stated this false information to the all of the Plaintiff's partners; and it was, upon information and belief, included in the final report that Beck maliciously withheld from Plaintiff and invited people to read.

469. Defendants' Pierce's and Beck's false statements are defamatory on their face, and constitute slander per se.

470. Defendants' did not have just cause or excuse for such defamatory statements.

471. Defendants false statements are injurious to the Plaintiff's reputation, esteem and good will.

472. The Plaintiff has suffered damages in an amount to be determined upon the trial of this action. In addition, because the statements were made with malice and an intent to harm, Plaintiff is entitled to punitive damages in an amount to be determined at trial.

NINETEENTH CAUSE OF ACTION
VIOLATION OF GBL 349
(ALL PB DEFENDANTS)

473. Plaintiff repeats and realleges each and every allegation set forth above as if reasserted and realleged herein.

474. New York General Business Law section 349(a) prohibits "deceptive acts or practices in the conduct of any business, trade, or commerce, or in the furnishing of any service in this state..."

475. An individual "injured" by reason of any violation of this section may bring an action to recover his actual damages or fifty dollars, whichever is greater, or bother such action." N.Y. Gen. Bus. Law §349(h).

476. As enumerated throughout the Complaint, Defendants violated N.Y. Gen. Bus. Law §349 et seq. by using deceptive acts and practices in the conduct of their businesses, and their conduct has a broad impact on consumers at large.

477. Defendants committed the above described acts willfully and/or knowingly.

478. Defendants' wrongful and deceptive acts caused injury and damages to Plaintiff.

479. As a direct and proximate result of those violations of N.Y. Gen. Bus. Law §349 et seq., Plaintiff suffered compensable harm, and is entitled to recover his actual, treble, and punitive damages, and his costs and attorneys' fees.

TWENTIETH CAUSE OF ACTION
WRONGFUL DISCHARGE
(DEFENDANT PIERCE BAINBRIDGE)

480. Plaintiff incorporates by reference and realleges each and every allegation set forth above, as though fully set forth herein.

481. Plaintiffs' employment includes an implied-in-law obligation that both Plaintiff and PB would act in accordance with the applicable Rules of Professional Conduct and other standards governing the conduct of lawyers.

482. The implied-in-law obligation referenced in paragraph 440, above, prohibited PB from taking adverse employment actions in retaliation for Plaintiff's reporting of any actions that violated the Rules of Professional Conduct or other standards of the legal profession.

483. On November 12, 2018, Plaintiff sent the Misconduct Letter to all of the PB Partner Defendants, identifying numerous instances of conduct which Plaintiff believed, in good faith, violated the Rules of Professional Conduct or other standards of the legal profession.

484. Approximately five hours after sending the Misconduct Letter, PB terminated Plaintiff's employment in retaliation for his good faith reporting of the acts of misconduct.

485. As a direct and proximate result of PB's numerous breaches of this implied-in-law obligation, Plaintiff has suffered significant damages as alleged herein, including back pay damages for earned amounts withheld as well as additional damages resulting from his termination.

JURY DEMAND

486. Plaintiff hereby demands a jury trial to resolve these claims.

REQUEST FOR RELIEF

WHEREFORE, Plaintiff requests that this Court grant judgment in his favor and against the

Defendants awarding him the following relief:

(i) back-pay, including all lost pay and benefits;

(ii) reinstatement or front pay in lieu of reinstatement;

(iii) compensatory damages in an amount to be determined at trial, but in no event less than $35 Million;

(iv) punitive damages in an amount to be determined at trial and sufficient to deter Defendants from engaging in further unlawful and malicious activity, but in no event less than $105 Million;

(v) pre and post judgement interest at the statutory rate;

(vi) treble damages pursuant to GBL §349;

(vii) Plaintiff's cost, including his reasonable attorneys' fees; and

(viii) such other and further relief as this Court deems just and reasonable.

Dated: New York, New York
May 15, 2019

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