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5 Attorneys for Plaintiff
and Cross-Defendant
6 MICHAEL SHAMES

7
8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN DIEGO, CENTRAL DIVISION
10

11 MICHAEL SHAMES, an individual,
12 Plaintiff,

13 v.

14 UTILITY CONSUMERS' ACTION
NETWORK, DAVID PEFFER,
15 MICHAEL AGUIRRE, AND DOES 1
TO 50.

16 Defendants.
17

18 UTILITY CONSUMERS' ACTION
NETWORK, DAVID PEFFER,
19 MICHAEL AGUIRRE; and DOES 1 to
50,

20 Cross-Complainants,
21

22 v.

23 MICHAEL SHAMES, an individual,
and DOES 51-100, inclusive,

24 Cross-Defendants.
25

Case No. 37-2013-00036966-CU-DF-CTL

REQUEST FOR JUDICIAL NOTICE

"IMAGED FILE"

Date: September 6, 2013
Time: 10:00 a.m.
Judge: Hon. Ronald S. Prager
Dept: C-71

Complaint Filed: February 28, 2013
Trial Date: None Set

26 Plaintiff and Cross-Defendant, Michael Shames, hereby requests the Court take
27 judicial notice of the following document:

28 1. Plaintiff's Complaint for: 1. Legal Malpractice; 2. Breach of Written Contract;

1 3. Breach of the Implied Covenant of Good Faith and Fair Dealing; 4. Breach of
2 Fiduciary Duty; 5. Fraud; 6. Intentional Infliction of Emotional Distress; and, 7.
3 Negligent Infliction of Emotional Distress in the matter of *Jeffrey Baker, plaintiff, v.*
4 *Aguirre Morris & Severson, LLP, Michael J. Aguirre, Christopher S. Morris, and Does*
5 *1 through 25, inclusive, defendants*, San Diego Superior Court Case No. 37-3013-
6 00043573-CU-OE-CTL, filed on April 10, 2013, attached hereto as Exhibit 1.

7 The above item is a proper subject of Judicial Notice pursuant to Evidence Code
8 §452(d) as it is a record of the court.

9
10 Dated: August 23, 2013

Respectfully submitted,

ROSNER, BARRY & BABBITT, LLP

11
12 By:

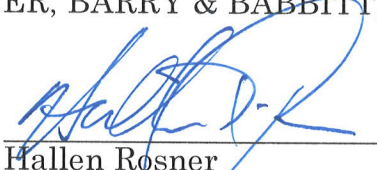

Hallen Rosner
Attorney for Plaintiff
and Cross-Defendant
MICHAEL SHAMES

EXHIBIT 1

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

AGUIRRE MORRIS & SEVERSON, LLP, an unknown business entity,
MICHAEL J. AGUIRRE, an individual, (See summons attachment)...

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

JEFFREY BAKER, an individual,

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

2013 APR 10 PM 2:51

APR 10 2013 PM 2:48

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

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

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

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

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

The name and address of the court is:
(El nombre y dirección de la corte es):

Superior Court of California, County of San Diego
330 West Broadway, San Diego, CA 92101

CASE NUMBER:
(Número del Caso):
37-2013-00043573-CU-OE-CTL

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Joshua D. Gruenberg / Corey P. Hanrahan, 2169 First Avenue, San Diego, CA 92101, 619.230.1234

DATE: APR 11 2013
(Fecha)

Clerk, by
(Secretario)

J. Virassimo

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

SHORT TITLE:

BAKER V. AGUIRRE MORRIS & SEVERSON, LLP., ET AL.

CASE NUMBER:

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

CHRISTOPHER S. MORRIS, an individual, and DOES 1 through 25, Inclusive,

LAW OFFICE OF
JOSHUA D. GRUENBERG
2169 FIRST AVENUE
SAN DIEGO, CALIFORNIA 92101

Joshua D. Gruenberg, Esq. SB #163281
Corey P. Hanrahan, Esq. SB #256835

LAW OFFICE OF
JOSHUA D. GRUENBERG
2169 FIRST AVENUE
SAN DIEGO, CALIFORNIA 92101-3542
TELEPHONE: (619) 230-1234
TELECOPIER: (619) 230-1074

2013 APR 10 PM 2:51

APR 10 2013 PM 2:48

Attorneys for Plaintiff,
JEFFREY BAKER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO, CENTRAL DIVISION

JEFFREY BAKER, an individual,

Plaintiff,

v.

AGUIRRE MORRIS & SEVERSON, LLP, an
unknown business entity, MICHAEL J.
AGUIRRE, an individual, CHRISTOPHER S.
MORRIS, an individual, and DOES 1 through 25,
Inclusive,

Defendants.

Case No. 37-2013-00043573-CU-OE-CTL

PLAINTIFF'S COMPLAINT FOR:

1. LEGAL MALPRACTICE;
2. BREACH OF WRITTEN CONTRACT;
3. BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND
FAIR DEALING;
4. BREACH OF FIDUCIARY DUTY;
5. FRAUD;
6. INTENTIONAL INFLICTION OF
EMOTIONAL DISTRESS;
7. NEGLIGENT INFLICTION OF
EMOTIONAL DISTRESS.

[JURY TRIAL DEMANDED]

COMES NOW THE PLAINTIFF, alleging against Defendants as follows:

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

1. Plaintiff, JEFFREY BAKER, (hereinafter "Plaintiff" or "BAKER") is a natural person who, at all relevant times was, a resident of the United States and a domiciliary of the State of California.

- 1 2. Plaintiff is informed and believes and thereon alleges that Defendant, AGUIRRE
2 MORRIS & SEVERSON, LLP (hereinafter "AMS, LLP" or collectively "Defendants"),
3 is an unknown business entity doing business in the State of California, operating as a
4 legal service provider.
- 5 3. Plaintiff is informed and believes and thereon alleges that Defendant, MICHAEL J.
6 AGUIRRE (hereinafter "AGUIRRE" or collectively "Defendants"), is a natural person
7 who is, and at all relevant times was, a resident of the United States and a domiciliary of
8 the State of California, and managing partner of Defendant AMS, LLP.
- 9 4. Plaintiff is informed and believes and thereon alleges that Defendant, CHRISTOPHER S.
10 MORRIS (hereinafter "MORRIS" or collectively "Defendants"), is a natural person who
11 is, and at all relevant times was, a resident of the United States and a domiciliary of the
12 State of California, and managing partner of Defendant AMS, LLP.
- 13 5. Plaintiff is ignorant to the true names and capacities of the Defendants sued herein as
14 DOES 1 through 25 and therefore sues these defendants by such fictitious names.
15 Plaintiff will amend this Complaint to allege the true names and capacities when they are
16 ascertained.
- 17 6. Plaintiff is informed and believes and thereon alleges that each fictitiously named
18 Defendant is responsible in some manner for the occurrences herein alleged, and
19 Plaintiff's injuries and damages as herein alleged are directly, proximately and/or legally
20 caused by Defendants.
- 21 7. Plaintiff is informed and believes and thereon alleges that the aforementioned DOES are
22 somehow responsible for the acts alleged herein as the agents, employers, representatives
23 or employees of other named Defendants, and in doing the acts herein alleged were
24 acting within the scope of their agency, employment or representative capacity of said
25 named Defendants.
- 26 8. The tortious acts and omissions alleged herein were performed by management level
27 employees of Defendants. Defendants allowed and/or condoned a continuing pattern of
28 discriminatory practices.

SPECIFIC FACTUAL ALLEGATIONS

9. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
10. Plaintiff met with AGUIRRE of AMS, LLP, for the first time, on April 29, 2011. At this initial meeting, AGUIRRE informed Baker that he had been following the San Diego County Employees Retirement Association ("SDCERA") and the outsourced CIO stories in the *San Diego Union Tribune* ("UT"). AGUIRRE stated that he was extremely eager to take Plaintiff's case and told him he would take it on a contingency fee basis. AGUIRRE's partner, MORRIS, objected to taking the case on contingency fee basis, claiming that if Plaintiff did not get fired, AMS, LLP would not get paid. AGUIRRE stated, it was about helping Plaintiff, not the money.
11. At their first meeting, AGUIRRE misrepresented to Plaintiff that he had "busted" employees at the City of San Diego's pension fund and sent them to "jail." Plaintiff later learned that AGUIRRE did not prosecute any employees at San Diego's pension fund and was not responsible for sending anyone to jail.
12. From the outset of the relationship, AGUIRRE discussed contacting the *UT* about Plaintiff's potential complaint. AGUIRRE insisted that Plaintiff send emails relating to his claims to the *UT*.
13. On or about May 5, 2011, Plaintiff and Defendants entered into a written contract whereby Defendants were to provide legal services to Plaintiff on a contingency basis. The contract for provision of legal services is attached hereto as Exhibit "A" to Plaintiff's complaint.
14. MORRIS sent Plaintiff a draft of his complaint to be filed with the Civil Service Commission (CSC) on May 10, 2011. The initial draft included a claim for harassment Plaintiff was subjected to with regard to his back disability and claims for Plaintiff's whistleblowing. Plaintiff made minor edits to this draft and sent it back to MORRIS.
15. On May 17, 2011, MORRIS emailed Plaintiff a new draft of his complaint. MORRIS wrote in the email: "Jeff, look this over real quick. We have been talking to the reporter

1 and there should be a story tomorrow as long as this gets filed today.” This draft only
2 referenced Plaintiff’s whistleblowing claims and excluded all disability related
3 harassment claims. Later that day, AGUIRRE filed Plaintiff’s whistleblower complaint
4 with the CSC.

5 16. AMS, LLP contacted Plaintiff on or around May 20, 2011, requesting that he provide a
6 quote for a new *UT* article. Plaintiff reluctantly agreed to state that “he had a fiduciary
7 duty to the beneficiaries of the fund.” AMS, LLP “hated” this quote and wanted Plaintiff
8 to state that “[Plaintiff] was doing his job and got fired.” Further, AGUIRRE called
9 Plaintiff and told him that “the *UT* wanted the emails referred to in his complaint.”
10 Plaintiff told AGUIRRE that the *UT* already had the emails through its Public Records
11 Act request to SDCERA. AGUIRRE told Plaintiff that the *UT* had thousands of emails
12 from SDCERA and did not want to go through them to find the two emails mentioned in
13 Plaintiff’s complaint. Plaintiff expressed concern to AGUIRRE about giving any
14 documents to outside parties, including the *UT*. AGUIRRE assured Plaintiff that the
15 emails are in public record and anyone could obtain them. AGUIRRE requested that
16 Plaintiff come to his office when he got off work to find the specific emails to provide to
17 the *UT*. When Plaintiff got off work, he realized he had copies of these emails in his car.
18 Rather than driving to AMS, LLP, AGUIRRE told Plaintiff that “[he] is going to call Jeff
19 McDonald and tell him to meet [Plaintiff] in the lobby.” Plaintiff gave McDonald the
20 emails in the *UT* lobby as he was ordered to do by AGUIRRE. Plaintiff was not informed
21 that these emails would be scanned and attached to an online version of a story on the
22 *UT*’s website. The *UT* sent Plaintiff a draft of the story to fact check. The story was
23 completely inaccurate and Plaintiff instructed them not to run it. The story erroneously
24 focused on one manager, Hoisington, for all SDCERA’s risk problems. Plaintiff informed
25 the *UT* that this information was wrong and that he believed the *UT* could be sued by
26 Hoisington if they ran the story as drafted. Plaintiff told the *UT* that they did not
27 understand what happened at SDCERA.

28 17. The following day, AGUIRRE followed up with Plaintiff about the *UT* article. Plaintiff

1 told AGUIRRE that “he did not want the story to run because it was inaccurate and
2 because no one, including him, understood ‘risk measurement.’” Against his client’s
3 wishes, AGUIRRE responded that “[they] had to have the story because it was going to
4 put pressure on SDCERA and that [Plaintiff] needed to get the public on his side.”
5 AGUIRRE insisted “the story would force SDCERA to make a settlement offer.”

6 18. On or around May 24, 2011, SDCERA placed Plaintiff on “paid administrative leave.”
7 SDCERA stated Plaintiff was put on leave because he divulged confidential data.
8 SDCERA claimed they knew this because his name was on the title bar of the emails that
9 were attached to the online version of the *UT* story. SDCERA’s CEO Brian White told
10 Plaintiff that “the emails came from his printer, so he had to be the person who had given
11 them to the *UT*.” Plaintiff was instructed to turn in his “key card” and his Blackberry.
12 When Plaintiff went to get his Blackberry from his car he called AGUIRRE to inform
13 him of the allegations. AGUIRRE told Plaintiff that “[he] must go back and tell White
14 that his attorney never gave the emails to the *UT*.” Plaintiff was confused and asked why
15 he had to say this. AGUIRRE said that Plaintiff “admitted wrongdoing and that
16 [AGUIRRE] never physically gave the emails to the *UT*, [Plaintiff] did.” Plaintiff told
17 AGUIRRE that he only delivered the emails because AGUIRRE instructed him to do so,
18 and told him it was okay to release the emails. As instructed, Plaintiff went back to his
19 office and told White, “My attorney says that he never gave the emails to the *UT*.”
20 Plaintiff was later terminated from employment at SDCERA on July 29, 2011.

21 19. On or around May 25, 2011, Plaintiff contacted AGUIRRE informing him that he only
22 dropped off the emails per AGUIRRE’S directions and that he needed to come forward
23 and take responsibility. Plaintiff wrote “The thing is, I never was going to give the *UT*
24 anything without your permission. Jeff McDonald asked you for the emails and you
25 asked me to come down to your office and fish them out of the pile of documents I gave
26 you.” Plaintiff was greatly concerned with the repercussions, stating: “they are for sure
27 going to fire me for this unless you guys say you gave the *UT* those emails ... I would
28 have never handed them over without you telling me to!” Plaintiff specifically questioned

1 AGUIRRE's decisions: "Mike, I followed your direction on everything (except keeping
2 my mouth shut in the meeting yesterday) ... The emails would have come from you if I
3 would have come down to the office and fished them out of the documents you had."

4 Plaintiff never got a response from AGUIRRE or anyone else at AMS, LLP.

5 20. On May 30, 2011, Plaintiff told AGUIRRE that he was going to get fired. AGUIRRE
6 assured Plaintiff that SDCERA's actions are "just a bluff" and that SDCERA cannot fire
7 him for giving the *UT* emails that are public information. Over the next six months,
8 AGUIRRE continued to hold that SDCERA was going to lay Plaintiff off anyway and "if
9 they did not fire [Plaintiff] for the emails, they would have found something else to fire
10 him for." AGUIRRE also maintained that "the emails were attached to Plaintiff's
11 complaint that went to the Civil Service Commission" and that "all complaints to the
12 Civil Service Commission are public information." This claim was in fact, false.

13 21. On or around June 2, 2011, Plaintiff received a call from SDCERA informing him that
14 they were doing an investigation that required him to come in for questioning on
15 Monday, June 6. Plaintiff informed AGUIRRE. AGUIRRE told Plaintiff to request that
16 his attorney be present. SDCERA refused this request. AGUIRRE then told Plaintiff to
17 tell SDCERA, "that [he] will not answer any questions at the meeting but will be writing
18 them down and submitting written answers to their questions at a later time."

19 22. On June 6, 2011, following Defendants' instruction, Plaintiff went to SDCERA and
20 wrote down all the questions asked. Plaintiff emailed the questions to AGUIRRE and met
21 with him later that day. AGUIRRE told Plaintiff that he had not made up his mind on
22 whether he should answer the questions. While at Defendants' office, AGUIRRE told
23 Plaintiff that because he is on a contingency fee only, he can do some work for
24 AGUIRRE on one of his other cases. AGUIRRE came to Plaintiff for the next three
25 months requesting that he work on other cases by using his connections in the asset
26 management business to get him pricing on CDOs, all for free, because Defendants took
27 his case on contingency.

28 23. On or around June 19, 2011, AGUIRRE instructed Plaintiff to contact SDCERA and

1 inform it that he would be contacting opposing counsel to discuss his case. On June 22,
2 2011, Plaintiff learned from SDCERA's Director of Human Resources that AGUIRRE
3 told their attorney, Fred Plevin, that Plaintiff would not be answering any of its questions.
4 SDCERA told Plaintiff that he had to answer its questions even though Defendants held
5 that he did not. Later, AGUIRRE falsely represented that he never told Plevin that
6 Plaintiff would not be answering its questions and that SDCERA never put a deadline on
7 when it wanted responses.

8 24. During Defendants' representation of Plaintiff, Defendants were negligent in the
9 performance of legal work. Plaintiff went to SDCERA for a meeting on or around June
10 27, 2011. While there, Plaintiff handed in his written responses from the June 6, 2011
11 meeting. Plaintiff refused to answer new questions that day, but wrote them down to
12 answer at a later time. Soon after, Plaintiff received an email from SDCERA informing
13 him that it was closing its investigation and charging him with insubordination because
14 he had not provided answers to its new questions earlier that day. AGUIRRE instructed
15 Plaintiff to work on a response to SDCERA disagreeing with its insubordination charge.
16 After providing AGUIRRE with multiple drafts, Plaintiff learned that Defendants never
17 sent any response letter to SDCERA.

18 25. On July 6, 2011, Plaintiff received a "Notice of Termination" from SDCERA. The
19 notification charged Plaintiff with the unauthorized release of SDCERA data [the emails]
20 and insubordination. The document also provided notice for a "Skelly Hearing" set for
21 July 14, 2011.

22 26. During Defendants' representation of Plaintiff, Defendant AGUIRRE made false
23 representations to Plaintiff. Specifically, when Plaintiff went to Defendants' office on
24 July 6, 2011, AGUIRRE introduced him to Kevin Christiansen. AGUIRRE told him
25 Christiansen was a private investigator, "the best in town." Christiansen was to do all the
26 investigation on his case. AGUIRRE told Plaintiff he needed to give Christiansen one
27 thousand dollars for him to get started, and may need to pay more depending on how
28 much time is needed. Unbeknownst to Plaintiff, Christiansen was not a private

investigator but a law student and intern at AMS, LLP. Further, no “investigating” was ever performed.

27. During Defendants’ representation of Plaintiff, Defendants were negligent in the performance of legal work. By way of example, but not as an exhaustive list, Defendants continually failed to adequately provide legal work:

a. On July 13, 2011, one day before Plaintiff’s scheduled “Skelly Hearing,” AGUIRRE had not made any preparations. Plaintiff went into Defendants’ office to remind AGUIRRE that the hearing was the following day. AGUIRRE responded that “[he] is going to get an extension.” Later that day, Plaintiff was “cc’d” on emails from Christiansen asking for an extension. Not until 6:12 that evening did AGUIRRE contact White at SDCERA requesting an extension. In fact, White claimed he did not receive the request until July 14, 2011 and held that they were going forward with the termination. An extension was eventually granted and the “Skelly Hearing” was set for July 26, 2011.

b. On or around July 22, 2011, Plaintiff personally hired a computer forensic expert. AGUIRRE had previously represented that Christiansen was going to find one, but no arrangements were ever made.

c. On July 26, 2011, the day of the “Skelly Hearing,” Plaintiff arrived at AMS, LLP to find AGUIRRE completely unprepared. AGUIRRE had represented that a court reporter would be present at the hearing to document the proceeding. However, Christiansen forgot to call one. AMS, LLP tried to obtain one that morning but none were available. Further, Plaintiff and AGUIRRE arrived to the hearing late due to AGUIRRE not being prepared.

28. Plaintiff was formally terminated from employment at SDCERA on July 29, 2011. He was told he had ten days to file an appeal with CSC.

29. Plaintiff was concerned Defendants were not working on his appeal. Seven days later after his termination, on August 5, 2011, Plaintiff contacted Defendants and was told that “Christiansen is working on the appeal.” However, Christiansen had previously told

1 Plaintiff that he was going to be out of the office all week. Additionally, AGUIRRE was
2 in New York all that week. AGUIRRE told Plaintiff to get his partner MORRIS to do it.
3 MORRIS told Plaintiff he did not have time. The matter eventually wound up in the
4 hands of Tammy Issarapanichkit, a two year attorney. Plaintiff requested that she send
5 him a draft of the appeal before it was sent to the CSC.

6 30. On August 14, 2011, after the ten day appeal window elapsed, Plaintiff was finally sent a
7 copy of his appeal letter. The letter contained inaccurate information and statements that
8 Plaintiff had not made. Plaintiff told AGUIRRE and MORRIS that he was "really upset
9 that they put this information in his appeal letter" and reminded them "that [he] had
10 requested to review the letter before it went out." Defendants had previously represented
11 that he would be able to review the appeal before it was sent.

12 31. On August 16, 2011, Plaintiff contacted AGUIRRE expressing his concern that it
13 appeared Defendants regretted taking his case on a contingency fee. Plaintiff stated, "The
14 upcoming civil service hearing is very important to me and probably will decide whether
15 I ever get a job again and I need someone who is going to go all out for me." AGUIRRE
16 called Plaintiff and reassured him that "[they] were going to do everything they can to get
17 Plaintiff's job back."

18 32. On or around August 23, 2011, Plaintiff informed AGUIRRE that he planned to file a
19 report with the SEC's new bounty program, against Partridge, for violating SEC
20 regulations. AGUIRRE falsely represented that Defendants would file this report for
21 Plaintiff. Over the following months Plaintiff asked Defendants about the progress of the
22 report and was continually told they were working on it. Finally, in January 2012, five
23 months after expressing his interest, Defendants told Plaintiff that he should file the
24 report with the SEC himself.

25 33. During Defendants representation of Plaintiff, Defendants fraudulently overcharged
26 Plaintiff for alleged work done. Specifically, on or around October 25, 2011, Plaintiff
27 received an invoice from AMS, LLP showing that he owed \$6,800 in attorneys' fees.
28 Plaintiff immediately contacted Defendants requesting details on the invoice because his

1 agreement with them was on a contingency basis.

2 34. Plaintiff received a letter from CSC on or around October 25, 2011 informing him that
3 his termination hearing would be held in early December 2011. The letter recommended
4 that he send out any subpoenas to CSC as soon as possible.

5 35. Defendants continued to provide Plaintiff with negligent legal services. Plaintiff's
6 unemployment hearing was set for October 26, 2011 at 2:30 p.m. In the days leading up
7 to the hearing, Plaintiff asked AGUIRRE multiple times whether he would be there.
8 Finally, the day before the hearing, Christiansen emailed Plaintiff informing him that he
9 would be the only person accompanying Plaintiff. Plaintiff told him that he believed
10 SDCERA would have its attorney present. Christiansen and Plaintiff called AGUIRRE
11 with this concern. AGUIRRE reaffirmed that SDCERA would not have an attorney
12 present. Plaintiff also called MORRIS to ensure that the emails that were published in the
13 *UT* were attached to his complaint. MORRIS represented that this was true and assured
14 Plaintiff that the emails were attached. As Plaintiff feared, SDCERA had an attorney
15 present. At the hearing, Honorable Judge Miller asked Plaintiff "why AGUIRRE or some
16 other attorney from [AMS, LLP] was not present." Further, Judge Miller limited the
17 questions SDCERA's attorney could ask Plaintiff because he did not have counsel
18 present. Following the hearing, Plaintiff informed AGUIRRE that he was upset that he
19 was questioned under oath by opposing counsel without having his attorney present.
20 AGUIRRE responded that it was a "chicken shit move" by SDCERA's attorneys.

21 36. Defendants finally drafted Plaintiff's whistleblower lawsuit during the first week of
22 November 2011, six months after being retained. The lawsuit contained a section about
23 the County of San Diego issuing pension obligation bonds, and numerous references to
24 an arbitrage strategy and excess risk dating back to 2002. None of these facts were related
25 to Plaintiff's case and had no connection to his employment at SDCERA.

26 37. Throughout the first weeks of November 2011, AGUIRRE convinced Plaintiff to run
27 another story in the *UT*. AGUIRRE stated that "the *UT* wanted to run a big story
28 supporting him." Plaintiff called McDonald at the *UT* regarding the new story. McDonald

1 stated that "he has nothing planned." AGUIRRE told Plaintiff he would follow up with
2 McDonald. A few days later, a story was published in the *UT* titled "Aguirre Turns
3 Attention to County Pension." The story was all about AGUIRRE and not Plaintiff's
4 case.

5 38. On or around November 8, 2011, AGUIRRE was looking for more personal publicity.
6 AGUIRRE attached a draft of Plaintiff's lawsuit to the complaint form sent to the Labor
7 Commission in Sacramento and to the *UT*. AGUIRRE said "that the Labor Commission
8 must do an investigation before [they] can file his case in federal court." The *UT* did
9 another story about his case.

10 39. Plaintiff sent Defendants an email on or around November 29, 2011 making sure the
11 subpoenas were sent out for his upcoming CSC hearing set for December 8 and 9, 2011.
12 Defendants had been on notice since late October about getting the subpoenas filed.
13 Christiansen emailed him back with a list of names and documents they planned to
14 subpoena. Plaintiff again emailed Defendants about the subpoenas getting out by
15 December 3, 2011 to prevent any problems.

16 40. On or around December 4, 2011, Plaintiff went in to AMS, LLP to prepare for his
17 hearing. Once again, AGUIRRE was negligently unprepared. AGUIRRE did not have the
18 binders Christiansen put together. These binders contained all the documents to be used
19 as exhibits and a chronology that had been put together during the previous weeks.
20 AGUIRRE told Plaintiff that Christiansen was taking his law school finals and had all the
21 binders at his home.

22 41. On or around December 5, 2011, Plaintiff went into AMS, LLP to continue preparing for
23 his hearing. AGUIRRE instructed Plaintiff "to read some definitions out of a dictionary."
24 Plaintiff told AGUIRRE to "quit messing around and that [they] need to get [their] plan
25 down." AGUIRRE yelled at Plaintiff saying, "We are going to do this thing my way, my
26 reputation is at stake." The following day, two of Plaintiff's witnesses, a computer
27 forensic expert and an ethics expert, told him that "[they] are going to pull out because
28 AGUIRRE is not returning their calls and they do not know when they are needed or

1 what they are testifying about.” Additionally, on December 7, the day before the hearing,
2 Plaintiff learned that Defendants never sent out some of the subpoenas.

3 42. On December 8, 2011, the first day of Plaintiff’s hearing, AGUIRRE sent him an exhibit
4 list around 6 a.m. Plaintiff did not understand the list AGUIRRE put together. The list
5 contained approximately fifty exhibits, only ten of which related to his whistleblowing
6 case. There were a number of exhibits relating to the pension obligation bonds issued by
7 the County years before Plaintiff began his employment at SDCERA. There were also a
8 number of *UT* newspaper articles discussing the hiring of Partridge, which was also prior
9 to Plaintiff’s whistleblowing. Plaintiff believes that AGUIRRE had not prepared for the
10 hearing. For two days straight, Plaintiff had to whisper questions into AGUIRRE’s ear
11 for him to examine the witnesses. Additionally, AGUIRRE did not have the documents
12 that were supposedly subpoenaed and did not know if they were ever received. In fact, no
13 person at Defendants’ office had knowledge as to what came into the office. At the
14 conclusion of the second day, all parties agreed to continue the hearing until after the
15 holidays.

16 43. On December 9, 2011 following the hearings, Plaintiff sent an email to Defendants
17 explaining how disappointed he was in their efforts to subpoena the necessary documents
18 and AGUIRRE’s overall preparation. Nothing changed over the next five weeks.

19 44. On or around December 23, 2011, Plaintiff received a reply from the Labor Commission
20 stating that it would conduct an investigation. The letter also stated that Plaintiff could
21 file a complaint with the U.S. Department of Labor. Plaintiff updated AGUIRRE.
22 AGUIRRE stated that Defendants would file a complaint. Plaintiff reminded Defendants
23 again on January 5, 2012. However, no complaint was ever filed.

24 45. On or around December 26, 2011, Plaintiff began putting together exhibits and a list of
25 questions for AGUIRRE. Plaintiff did not want to have to whisper questions to
26 AGUIRRE throughout the upcoming hearing. AGUIRRE responded that he would
27 review the testimony from the December 8 and 9, 2011 hearings, and would focus on
28 these questions for the witnesses. To Plaintiff’s knowledge, no review ever occurred.

- 1 46. On or around January 9, 2012, Plaintiff reviewed the exhibits opposing counsel had
2 submitted for the hearing. Within these documents, Plaintiff found the fax that AMS,
3 LLP had sent to CSC with his complaint. The fax cover sheet showed that the fax only
4 contained four pages. The complaint itself was four pages. Plaintiff believed this could
5 only mean that the emails provided to the *UT*, were not in fact attached to his complaint,
6 even though Defendants continually represented that they were. Plaintiff was enraged to
7 find out he was lied to about the *UT* emails being part of his complaint. AGUIRRE
8 emailed him back claiming that no one at AMS, LLP had ever told him the emails were
9 attached to his complaint.
- 10 47. On or around January 16, 2012, Plaintiff contacted AGUIRRE requesting that all the
11 exhibits relating to the County pension obligation bonds be removed from his exhibit list
12 because they did not relate to his claims. Plaintiff knew nothing about these bonds. The
13 bonds were issued years before he began employment at SDCERA and were issued by
14 the County, not SDCERA. AGUIRRE told Plaintiff that “[they] needed to leave them in
15 because it will make him a ‘hero’ for uncovering them.” Plaintiff told AGUIRRE that he
16 never uncovered anything. Plaintiff continued that “he knew nothing about the bonds and
17 did not want to be a ‘hero,’ [he] just wants [his] job back.” Plaintiff questioned
18 AGUIRRE’s initial representation that his case was about him and his job, and not money
19 or publicity.
- 20 48. Plaintiff’s hearing was set to resume January 20, 2012 and last for three days. In the week
21 leading up to the hearing, Plaintiff emailed Defendants to ensure the exhibits were
22 organized, the videos were prepared and the witness lists were finalized. AGUIRRE told
23 Plaintiff he would get the exhibit binders to CSC and opposing counsel by January 17,
24 2011, to prevent any objections. This representation did not happen. Additionally,
25 Christiansen never put the videos together as promised. As a result, on January 19, 2011,
26 the day before the hearing, the videos had to be given to AJL Litigation Media for a rush
27 job, at an increased rate. Additionally, AGUIRRE had trouble locating all the necessary
28 documents and failed to provide them early, as he previously represented would occur.

1 Later that day, AGUIRRE emailed Plaintiff stating: "SDCERA got the story ahead of
2 time and raised no objections about the emails, nor did they ask that they be taken out."
3 Plaintiff learned at his hearing that this was not true. In fact, SDCERA and its counsel
4 objected to the exhibits being admitted.

5 49. On January 20, 2012, the first day of the hearing, AGUIRRE had an outside service
6 deliver new exhibit binders to the hearing room fifteen minutes before it was set to begin.
7 Opposing counsel objected to the new exhibits because he had not received the new
8 exhibit list until the previous night and had only received the new exhibits fifteen minutes
9 before the hearing; leaving no time to review. The hearing officer excluded these new
10 exhibits. Discussions continued regarding the production of subpoenas. As mentioned
11 above, all parties were notified in late October to promptly send out any subpoenas. Even
12 with this warning and Plaintiff's continual reminders, Defendants failed to get all the
13 subpoenas out on time and the hearing officer excluded many documents from being
14 admitted. AGUIRRE told Plaintiff at break that "[he] did not need the exhibits entered as
15 evidence and [he] can still use them to refresh a witness' memory."

16 50. On or around January 26, 2012, AGUIRRE and Plaintiff discussed doing an editorial for
17 the *UT* called "Why I acted." Plaintiff drafted the piece and sent it to AGUIRRE.
18 AGUIRRE completely rewrote the editorial and sent it back to Plaintiff for review.
19 Plaintiff informed AGUIRRE that he did not like this draft and needed time to think
20 about submitting it. Plaintiff specifically instructed AGUIREE "not to send it to the
21 paper." The following day, against Plaintiff's wishes and instruction, the editorial was
22 posted on the *UT*'s website. Plaintiff immediately called AGUIRRE and asked how the
23 *UT* got the editorial. AGUIRRE admitted to sending it to the paper but held that he told
24 them not to print it.

25 51. In February 2012, Defendants contacted Plaintiff wanting to finally file his whistleblower
26 and disability discrimination lawsuit. Plaintiff asked AGUIRRE about the statute of
27 limitations for his claims in fear that they may have elapsed. AGUIRRE refused to give
28 Plaintiff a date and only said that "[they] should file immediately." When asked about a

1 possible six month statute of limitations for the discrimination due to disability claims,
2 AGUIRRE held that “[he] can file a late claim.” Plaintiff also requested that AGUIRRE
3 refund him \$1,000 for the “private investigator fee,” that was fraudulently charged,
4 because Christiansen was not a private investigator and never did any investigating.
5 52. On or around April 10, 2012, after nearly a year of being misrepresented and receiving
6 legal representation that did not put his concerns at the forefront, specifically getting his
7 job back, Plaintiff fired Defendants.

8 **FIRST CAUSE OF ACTION**

9 **LEGAL MALPRACTICE**

10 **v. All Defendants**

11 53. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
12 the preceding paragraphs as though fully set forth herein.

13 54. Defendants failed to use the skill and care that a reasonably careful lawyer and law firm
14 would have used in similar circumstances.

15 55. As a direct, foreseeable, and proximate result of Defendants’ conduct, Plaintiff has
16 suffered substantial economic losses

17 56. As a direct, foreseeable, and proximate result of Defendants’ conduct, Plaintiff has
18 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
19 mental and physical pain and anguish, all to his damage in a sum to be established
20 according to proof.

21 57. As a result of Defendants’ deliberate, outrageous, despicable conduct, Plaintiff is entitled
22 to recover punitive and exemplary damages in an amount commensurate with
23 Defendants’ wrongful acts and sufficient to punish and deter future similar reprehensible
24 conduct.

25 **SECOND CAUSE OF ACTION**

26 **BREACH OF WRITTEN CONTRACT**

27 **v. All Defendants**

28 58. Plaintiff re-alleges and incorporates by reference each and every allegation contained in

1 the preceding paragraphs as though fully set forth herein.

2 59. Plaintiff and Defendants entered into a contract for the provision of legal services.

3 60. Plaintiff did all, or substantially all, of the significant things that the contract required him
4 to do, or he was excused from doing those things.

5 61. All conditions required by the contract for Defendants' performance had occurred or
6 were excused.

7 62. Defendants failed to do something that the contract required them to do, or did something
8 that the contract prohibited them from doing.

9 63. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
10 suffered substantial economic losses.

11 64. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
12 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
13 mental and physical pain and anguish, all to his damage in a sum to be established
14 according to proof.

15 65. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
16 to recover punitive and exemplary damages in an amount commensurate with
17 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
18 conduct.

19 **THIRD CAUSE OF ACTION**

20 **BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

21 **v. All Defendants**

22 66. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
23 the preceding paragraphs as though fully set forth herein.

24 67. Plaintiff and Defendants entered into a contract for the provision of legal services.

25 68. Plaintiff did all, or substantially all, of the significant things that the contract required him
26 to do, or he was excused from doing those things.

27 69. All conditions required by the contract for Defendants' performance had occurred or
28 were excused.

- 1 70. Defendants unfairly interfered with Plaintiff's right to receive the benefits of the contract.
2 71. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
3 suffered substantial economic losses.
4 72. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
5 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
6 mental and physical pain and anguish, all to his damage in a sum to be established
7 according to proof.
8 73. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
9 to recover punitive and exemplary damages in an amount commensurate with
10 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
11 conduct.

12 **FOURTH CAUSE OF ACTION**

13 **BREACH OF FIDUCIARY DUTY**

14 **v. All Defendants**

- 15 74. Plaintiff re-alleges and incorporates by reference each and every allegation contained in
16 the preceding paragraphs as though fully set forth herein.
17 75. Defendants breached the duty of an attorney to discharge duties faithfully to the best of
18 their knowledge and ability.
19 76. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
20 suffered substantial economic losses.
21 77. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
22 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
23 mental and physical pain and anguish, all to his damage in a sum to be established
24 according to proof.
25 78. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
26 to recover punitive and exemplary damages in an amount commensurate with
27 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
28 conduct.

FIFTH CAUSE OF ACTION

FRAUD

v. All Defendants

79. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

80. Defendants represented to Plaintiff that an important fact was true, specifically, that Defendants had obtained a private investigator, had attached the emails to Plaintiff's CSC complaint, and were adequately prepared for Plaintiff's hearings. Defendants also maintained that all *UT* articles were necessary and that Plaintiff should play the "hero" role rather than argue the true facts of his case.

81. Defendants' representation of projects completed, and time spent completing projects, was false.

82. Defendants knew that their representation was false when they made it, or that they made the representation recklessly and without regard for its truth.

83. Defendants intended that Plaintiff rely on the representation.

84. Plaintiff reasonably relied on Defendants' representation.

85. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered substantial economic losses.

86. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to his damage in a sum to be established according to proof.

87. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

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SIXTH CAUSE OF ACTION

INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

v. All Defendants

88. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
89. Defendants' conduct was outrageous.
90. Defendants intended to cause Plaintiff emotional distress, or acted with reckless disregard of the probability that Plaintiff would suffer emotional distress.
91. Plaintiff suffered severe emotional distress.
92. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered substantial economic losses.
93. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered and continues to suffer humiliation, emotional distress, loss of reputation, and mental and physical pain and anguish, all to his damage in a sum to be established according to proof.
94. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled to recover punitive and exemplary damages in an amount commensurate with Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible conduct.

SEVENTH CAUSE OF ACTION

NEGLIGENT INFLICTION OF EMOTIONAL DISTRESS

v. All Defendants

95. Plaintiff re-alleges and incorporates by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.
96. Defendants were negligent, as stated herein.
97. Plaintiff suffered serious emotional distress.
98. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has suffered substantial economic losses.

1 99. As a direct, foreseeable, and proximate result of Defendants' conduct, Plaintiff has
2 suffered and continues to suffer humiliation, emotional distress, loss of reputation, and
3 mental and physical pain and anguish, all to his damage in a sum to be established
4 according to proof.

5 100. As a result of Defendants' deliberate, outrageous, despicable conduct, Plaintiff is entitled
6 to recover punitive and exemplary damages in an amount commensurate with
7 Defendants' wrongful acts and sufficient to punish and deter future similar reprehensible
8 conduct.

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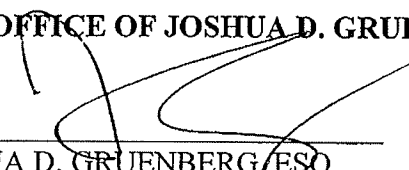
1 **WHEREFORE**, Plaintiff prays for the following relief:

- 2 1. For compensatory damages, including loss of wages, promotional opportunities,
3 benefits and other opportunities of employment, according to proof;
- 4 2. For special damages in an amount according to proof;
- 5 3. For punitive damages in an amount necessary to make an example of and to
6 punish defendants, and to deter future similar misconduct;
- 7 4. For mental and emotional distress damages;
- 8 5. For back pay, front pay and other monetary relief;
- 9 6. For an award of costs, expenses and attorneys fees under the provision of the
10 contract;
- 11 7. For such other and further relief as the Court deems proper and just under all the
12 circumstances.

13 **PLAINTIFF JEFFREY BAKER** demands a jury trial on all issues in this case.

14
15 DATED: April 10, 2013

LAW OFFICE OF JOSHUA D. GRUENBERG



JOSHUA D. GRUENBERG, ESQ.
COREY P. HANRAHAN, ESQ.
Attorneys for Plaintiff,
JEFFREY BAKER

LAW OFFICE OF
JOSHUA D. GRUENBERG
2169 FIRST AVENUE
SAN DIEGO, CALIFORNIA 92101

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EXHIBIT A

(1) WRITTEN CONTRACT ENTERED INTO BETWEEN PLAINTIFF AND
DEFENDANTS

AGUIRRE, MORRIS & SEVERSON LLP
ATTORNEYS AT LAW

444 West C Street, Suite 210
San Diego, CA 92101
Telephone (619) 876-5364
Facsimile (619) 876-5368

Retainer Agreement and Lien

1. This Agreement is Between Attorney and Client

In consideration of the legal services described herein to be rendered by Aguirre, Morris & Severson LLP (hereinafter referred to as "Attorney"), Jeff Baker (hereinafter referred to as "Client") employs Attorney to prosecute his claims arising out of his employment as an investment manager with the San Diego County Employee's Retirement Association.

2. Compensation for Services

Client and Attorney have agreed that Attorneys' compensation for said services shall be on contingency fee basis. Attorney will prosecute this matter and will be entitled to 33% of any recovery attained. The percentage in a contingency fee contract is not set by law generally or under the cause of action to be pursued on your behalf, but is negotiated between Attorney and Client. Both Attorney and Client consider the arrangement set forth herein to be a fair and reasonable fee arrangement given the facts and circumstances of this particular case. Client acknowledges that he/she has read and reviewed California Business and Professions Code Section 6147, which is attached hereto as Exhibit A, and incorporated herein by reference and that all such requirements, as contained therein, have been satisfied in this retainer agreement.

3. Costs Associated with Representation and Prosecution of Claim

Client shall be responsible for all costs incurred and hereby agrees to pay all of those costs upfront. Client agrees to pay any and all costs and disbursements reasonably required for the preparation and prosecution of legal action on Client's claim. For instance, this may include, but is not limited to, filing fees, service fees, deposition expenses, investigator fees, copying costs, jury fees, all fees associated with arbitration and/or mediation, fees for expert witnesses and consultants, other witness fees, travel and related expenses, postage, long distance telephone calls, word processing and computer litigation support systems, on-line research services and delivery services. In the event Client fails to pay any of the costs and disbursements aforesaid, Attorney may (but is not obligated to) advance and pay the same on Client's behalf. However, any such payments shall be repaid to Attorney by Client upon demand by Attorney's regular statements. Client is responsible for costs regardless of the outcome of the case. Attorney bills at twenty-five cents (\$.25) per page for in office copying; actual costs of long distance phone calls; \$.25 per page for fax transmissions; and all other costs as incurred.

4. Attorney Reserves Right to Pay Referral Fee or Otherwise Split Recovered Fee with Other Attorneys

Client acknowledges and agrees that Attorney reserves the right to split its recovered fee with another attorney that is not a partner or member of Attorney's firm. Client understands that any such referral fees paid by Attorney will be paid solely from any contingency fee recovered by Attorney and will not otherwise affect Client's recovery.

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Retainer Agreement And Lien

5. Attorney Reserves Right to Associate With Other Attorneys

Attorney may, in Attorney's sole discretion, associate any other attorney in representing the client's claim. Association of other attorneys will not increase the percentage of the contingency fee set forth herein.

6. Limitation on Scope of Representation

Client acknowledges that Attorney is agreeing only to represent Client in a civil action to be filed on Client's behalf against the County of San Diego. Client hereby agrees that Attorney has sole discretion to identify which parties are legally responsible for his losses in connection with this matter. If Client needs to be represented in any other court or case those services are not covered in this agreement.

7. Agreement Between Attorney and Client Does Not Encompass Any Appeals

Attorney is not obligated to appeal any adverse judgment or other resolution by this retainer agreement. Client also agrees that Attorney is not obligated to defend an appeal if any adverse party files an appeal after a judgment or other resolution in favor of Client. In the event of any appeal the parties may agree to representation of Client by Attorney under terms to be decided at that time.

8. Any Settlement Requires Client's Approval

Attorney and Client hereby agree that no settlement shall be binding without Client's prior consent.

9. Attorney's Lien on Claim

Client hereby grants Attorney a lien on Client's claim and any cause of action filed thereon to secure payment to Attorney of all sums due under this agreement for legal services rendered and costs advanced if any.

10. Client Shall Receive and Maintain a Copy of this Retainer Agreement

Client shall receive a fully executed copy of this retainer as acknowledgment that Client's documentation has been received. Client also hereby agrees to maintain a copy of this agreement for their records.

11. Client's Duty to Maintain All Material Documents and Records

Client hereby agrees to keep and maintain all documents and records which relate to any and all transactions with or about the above outlined representation until the conclusion of this litigation.

12. Duty to be Candid and Forthcoming

Client agrees to provide Attorneys full, complete, and accurate information concerning the above referenced representation, and any discussions, agreements, or any other dealings with any of the individuals, entities, lawyers or their agents and employees and any other person or entity to which correspondence took place about the representation.

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**Retainer Agreement
And Lien**

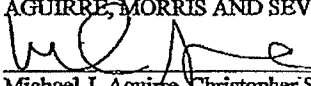
13. Applicable Law to Govern this Retainer Agreement

This Agreement shall be governed by the laws of the State of California.

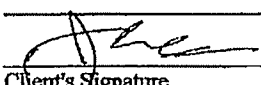
ENTERED into at: San Diego, CA on May 5, ~~2009~~ 2011
(city) (date)

ATTORNEY:

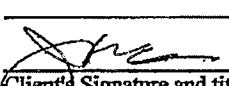
AGUIRRE, MORRIS AND SEVERSON, LLP.


Michael J. Aguirre, Christopher S. Morris, Maria Severson
444 West C Street, Suite 210
San Diego, California 92101
(619) 876-5364

CLIENT:


Client's Signature

CLIENT:


Client's Signature and title
2741 Cowley Way
Address San Diego, CA 92110
Telephone Number:
Office: 619-515-6874
Mobile: 858-334-5468
Home: _____
Facsimile number: _____
Email: jd.bakes@hotmail.com

**Retainer Agreement
And Lien**

Exhibit A

California Business and Professions Code § 6147. Contingency fee contracts

- (a) An attorney who contracts to represent a client on a contingency fee basis shall, at the time the contract is entered into, provide a duplicate copy of the contract, signed by both the attorney and the client, or the client's guardian or representative, to the plaintiff, or to the client's guardian or representative. The contract shall be in writing and shall include, but is not limited to, all of the following:
 - (1) A statement of the contingency fee rate that the client and attorney have agreed upon.
 - (2) A statement as to how disbursements and costs incurred in connection with the prosecution or settlement of the claim will affect the contingency fee and the client's recovery.
 - (3) A statement as to what extent, if any, the client could be required to pay any compensation to the attorney for related matters that arise out of their relationship not covered by their contingency fee contract. This may include any amounts collected for the plaintiff by the attorney.
 - (4) Unless the claim is subject to the provisions of Section 6146, a statement that the fee is not set by law but is negotiable between attorney and client.
 - (5) If the claim is subject to the provisions of Section 6146, a statement that the rates set forth in that section are the maximum limits for the contingency fee agreement, and that the attorney and client may negotiate a lower rate.
- (b) Failure to comply with any provision of this section renders the agreement voidable at the option of the plaintiff, and the attorney shall thereupon be entitled to collect a reasonable fee.
- (c) This section shall not apply to contingency fee contracts for the recovery of workers' compensation benefits.
- (d) This section shall become operative on January 1, 2000.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO	
STREET ADDRESS: 330 West Broadway	
MAILING ADDRESS: 330 West Broadway	
CITY AND ZIP CODE: San Diego, CA 92101	
BRANCH NAME: Central	
TELEPHONE NUMBER: (619) 450-7066	
PLAINTIFF(S) / PETITIONER(S): JEFFREY BAKER	
DEFENDANT(S) / RESPONDENT(S): Aguirre Morris & Severson LLP et.al.	
BAKER VS. AGUIRRE MORRIS & SEVERSON LLP	
NOTICE OF CASE ASSIGNMENT and CASE MANAGEMENT CONFERENCE	CASE NUMBER: 37-2013-00043573-CU-OE-CTL

CASE ASSIGNMENT

Judge: Joel M. Pressman

Department: C-66

COMPLAINT/PETITION FILED: 04/10/2013

TYPE OF HEARING SCHEDULED	DATE	TIME	DEPT	JUDGE
Civil Case Management Conference	09/27/2013	08:30 am	C-66	Joel M. Pressman

A case management statement must be completed by counsel for all parties or self-represented litigants and timely filed with the court at least 15 days prior to the initial case management conference. (San Diego Local Rules, Division II, CRC Rule 3.725).

All counsel of record or parties in pro per shall appear at the Case Management Conference, be familiar with the case, and be fully prepared to participate effectively in the hearing, including discussions of ADR* options.

IT IS THE DUTY OF EACH PLAINTIFF (AND CROSS-COMPLAINANT) TO SERVE A COPY OF THIS NOTICE WITH THE COMPLAINT (AND CROSS-COMPLAINT), THE ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION FORM (SDSC FORM #CIV-730), A STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (SDSC FORM #CIV-359), AND OTHER DOCUMENTS AS SET OUT IN SDSC LOCAL RULE 2.1.5.

ALL COUNSEL WILL BE EXPECTED TO BE FAMILIAR WITH SUPERIOR COURT RULES WHICH HAVE BEEN PUBLISHED AS DIVISION II, AND WILL BE STRICTLY ENFORCED.

TIME STANDARDS: The following timeframes apply to general civil cases and must be adhered to unless you have requested and been granted an extension of time. General civil cases consist of all civil cases except: small claims proceedings, civil petitions, unlawful detainer proceedings, probate, guardianship, conservatorship, juvenile, parking citation appeals, and family law proceedings.

COMPLAINTS: Complaints and all other documents listed in SDSC Local Rule 2.1.5 must be served on all named defendants, and a Certificate of Service (SDSC form #CIV-345) filed within 60 days of filing.

DEFENDANT'S APPEARANCE: Defendant must generally appear within 30 days of service of the complaint. (Plaintiff may stipulate to no more than 15 day extension which must be in writing and filed with the Court.) (SDSC Local Rule 2.1.6)

JURY FEES: In order to preserve the right to a jury trial, each party demanding a jury trial shall pay an advance jury fee in the amount of one hundred fifty dollars (\$150) for each party on or before the date scheduled for the initial case management conference in the action.

*ALTERNATIVE DISPUTE RESOLUTION (ADR): THE COURT ENCOURAGES YOU TO CONSIDER UTILIZING VARIOUS ALTERNATIVES TO TRIAL, INCLUDING MEDIATION AND ARBITRATION, PRIOR TO THE CASE MANAGEMENT CONFERENCE. PARTIES MAY FILE THE ATTACHED STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (SDSC FORM #CIV-359).

Superior Court of California
County of San Diego

**NOTICE OF ELIGIBILITY TO eFILE
AND ASSIGNMENT TO IMAGING DEPARTMENT**

This case is eligible for eFiling. Should you prefer to electronically file documents, refer to General Order 010313 at www.sdcourt.ca.gov for rules and procedures or contact the Court's eFiling vendor at www.onelegal.com for information.

This case has been assigned to an Imaging Department and original documents attached to pleadings filed with the court will be imaged and destroyed. Original documents should not be filed with pleadings. If necessary, they should be lodged with the court under California Rules of Court, rule 3.1302(b).

On August 1, 2011 the San Diego Superior Court began the Electronic Filing and Imaging Pilot Program ("Program"). As of August 1, 2011 in all new cases assigned to an Imaging Department all filings will be imaged electronically and the electronic version of the document will be the official court file. The official court file will be electronic and accessible at one of the kiosks located in the Civil Business Office and on the Internet through the court's website.

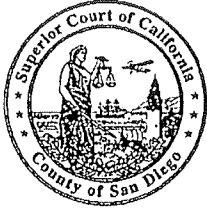
You should be aware that the electronic copy of the filed document(s) will be the official court record pursuant to Government Code section 68150. The paper filing will be imaged and held for 30 days. After that time it will be destroyed and recycled. **Thus, you should not attach any original documents to pleadings filed with the San Diego Superior Court. Original documents filed with the court will be imaged and destroyed except those documents specified in California Rules of Court, rule 3.1806.** Any original documents necessary for a motion hearing or trial shall be lodged in advance of the hearing pursuant to California Rules of Court, rule 3.1302(b).

It is the duty of each plaintiff, cross-complainant or petitioner to serve a copy of this notice with the complaint, cross-complaint or petition on all parties in the action.

On all pleadings filed after the initial case originating filing, all parties must, to the extent it is feasible to do so, place the words "**IMAGED FILE**" in all caps immediately under the title of the pleading on all subsequent pleadings filed in the action.

Please refer to the General Order - Imaging located on the San Diego Superior Court website at:

<http://www.sdcourt.ca.gov/CivillmagingGeneralOrder>



SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO

ALTERNATIVE DISPUTE RESOLUTION (ADR) INFORMATION

CASE NUMBER: 37-2013-00043573-CU-OE-CTL CASE TITLE:

BAKER vs. Aguirre Morris & Severson LLP

NOTICE: All plaintiffs/cross-complainants in a general civil case are required to serve a copy of the following three forms on each defendant/cross-defendant, together with the complaint/cross-complaint:

- (1) this Alternative Dispute Resolution (ADR) Information form (SDSC form #CIV-730),
- (2) the Stipulation to Use Alternative Dispute Resolution (ADR) form (SDSC form #CIV-359), and
- (3) the Notice of Case Assignment form (SDSC form #CIV-721).

Most civil disputes are resolved without filing a lawsuit, and most civil lawsuits are resolved without a trial. The courts, community organizations, and private providers offer a variety of Alternative Dispute Resolution (ADR) processes to help people resolve disputes without a trial. The San Diego Superior Court expects that litigants will utilize some form of ADR as a mechanism for case settlement before trial, and it may be beneficial to do this early in the case.

Below is some information about the potential advantages and disadvantages of ADR, the most common types of ADR, and how to find a local ADR program or neutral. A form for agreeing to use ADR is attached (SDSC form #CIV-359).

Potential Advantages and Disadvantages of ADR

ADR may have a variety of advantages or disadvantages over a trial, depending on the type of ADR process used and the particular case:

Potential Advantages

- Saves time
- Saves money
- Gives parties more control over the dispute resolution process and outcome
- Preserves or improves relationships

Potential Disadvantages

- May take more time and money if ADR does not resolve the dispute
- Procedures to learn about the other side's case (discovery), jury trial, appeal, and other court protections may be limited or unavailable

Most Common Types of ADR

You can read more information about these ADR processes and watch videos that demonstrate them on the court's ADR webpage at <http://www.sdcourt.ca.gov/adr>.

Mediation: A neutral person called a "mediator" helps the parties communicate in an effective and constructive manner so they can try to settle their dispute. The mediator does not decide the outcome, but helps the parties to do so.

Mediation is usually confidential, and may be particularly useful when parties want or need to have an ongoing relationship, such as in disputes between family members, neighbors, co-workers, or business partners, or when parties want to discuss non-legal concerns or creative resolutions that could not be ordered at a trial.

Settlement Conference: A judge or another neutral person called a "settlement officer" helps the parties to understand the strengths and weaknesses of their case and to discuss settlement. The judge or settlement officer does not make a decision in the case but helps the parties to negotiate a settlement. Settlement conferences may be particularly helpful when the parties have very different ideas about the likely outcome of a trial and would like an experienced neutral to help guide them toward a resolution.

Arbitration: A neutral person called an "arbitrator" considers arguments and evidence presented by each side and then decides the outcome of the dispute. Arbitration is less formal than a trial, and the rules of evidence are usually relaxed. If the parties agree to binding arbitration, they waive their right to a trial and agree to accept the arbitrator's decision as final. With nonbinding arbitration, any party may reject the arbitrator's decision and request a trial. Arbitration may be appropriate when the parties want another person to decide the outcome of their dispute but would like to avoid the formality, time, and expense of a trial.

Other ADR Processes: There are several other types of ADR which are not offered through the court but which may be obtained privately, including neutral evaluation, conciliation, fact finding, mini-trials, and summary jury trials. Sometimes parties will try a combination of ADR processes. The important thing is to try to find the type or types of ADR that are most likely to resolve your dispute. Be sure to learn about the rules of any ADR program and the qualifications of any neutral you are considering, and about their fees.

Local ADR Programs for Civil Cases

Mediation: The San Diego Superior Court maintains a Civil Mediation Panel of approved mediators who have met certain minimum qualifications and have agreed to charge \$150 per hour for each of the first two (2) hours of mediation and their regular hourly rate thereafter in court-referred mediations.

On-line mediator search and selection: Go to the court's ADR webpage at www.sdcourt.ca.gov/adr and click on the "Mediator Search" to review individual mediator profiles containing detailed information about each mediator including their dispute resolution training, relevant experience, ADR specialty, education and employment history, mediation style, and fees and to submit an on-line Mediator Selection Form (SDSC form #CIV-005). The Civil Mediation Panel List, the Available Mediator List, individual Mediator Profiles, and Mediator Selection Form (CIV-005) can also be printed from the court's ADR webpage and are available at the Mediation Program Office or Civil Business Office at each court location.

Settlement Conference: The judge may order your case to a mandatory settlement conference, or voluntary settlement conferences may be requested from the court if the parties certify that: (1) settlement negotiations between the parties have been pursued, demands and offers have been tendered in good faith, and resolution has failed; (2) a judicially supervised settlement conference presents a substantial opportunity for settlement; and (3) the case has developed to a point where all parties are legally and factually prepared to present the issues for settlement consideration and further discovery for settlement purposes is not required. Refer to SDSC Local Rule 2.2.1 for more information. To schedule a settlement conference, contact the department to which your case is assigned.

Arbitration: The San Diego Superior Court maintains a panel of approved judicial arbitrators who have practiced law for a minimum of five years and who have a certain amount of trial and/or arbitration experience. Refer to SDSC Local Rules Division II, Chapter III and Code Civ. Proc. § 1141.10 et seq or contact the Arbitration Program Office at (619) 450-7300 for more information.

More information about court-connected ADR: Visit the court's ADR webpage at www.sdcourt.ca.gov/adr or contact the court's Mediation/Arbitration Office at (619) 450-7300.

Dispute Resolution Programs Act (DRPA) funded ADR Programs: The following community dispute resolution programs are funded under DRPA (Bus. and Prof. Code §§ 465 et seq.):

- In Central, East, and South San Diego County, contact the National Conflict Resolution Center (NCRC) at www.ncrconline.com or (619) 238-2400.
- In North San Diego County, contact North County Lifeline, Inc. at www.nclifeline.org or (760) 726-4900.

Private ADR: To find a private ADR program or neutral, search the Internet, your local telephone or business directory, or legal newspaper for dispute resolution, mediation, settlement, or arbitration services.

Legal Representation and Advice

To participate effectively in ADR, it is generally important to understand your legal rights and responsibilities and the likely outcomes if you went to trial. ADR neutrals are not allowed to represent or to give legal advice to the participants in the ADR process. If you do not already have an attorney, the California State Bar or your local County Bar Association can assist you in finding an attorney. Information about obtaining free and low cost legal assistance is also available on the California courts website at www.courtinfo.ca.gov/selfhelp/lowcost.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO STREET ADDRESS: 330 West Broadway MAILING ADDRESS: 330 West Broadway CITY, STATE, & ZIP CODE: San Diego, CA 92101-3827 BRANCH NAME: Central		FOR COURT USE ONLY
PLAINTIFF(S): JEFFREY BAKER		
DEFENDANT(S): Aguirre Morris & Severson LLP et.al.		
SHORT TITLE: BAKER VS. AGUIRRE MORRIS & SEVERSON LLP		
STIPULATION TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR)		CASE NUMBER: 37-2013-00043573-CU-OE-CTL

Judge: Joel M. Pressman

Department: C-66

The parties and their attorneys stipulate that the matter is at issue and the claims in this action shall be submitted to the following alternative dispute resolution (ADR) process. Selection of any of these options will not delay any case management timelines.

- | | |
|---|--|
| <input type="checkbox"/> Mediation (court-connected) | <input type="checkbox"/> Non-binding private arbitration |
| <input type="checkbox"/> Mediation (private) | <input type="checkbox"/> Binding private arbitration |
| <input type="checkbox"/> Voluntary settlement conference (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 15 days before trial) |
| <input type="checkbox"/> Neutral evaluation (private) | <input type="checkbox"/> Non-binding judicial arbitration (discovery until 30 days before trial) |
| <input type="checkbox"/> Other (specify e.g., private mini-trial, private judge, etc.): _____ | |

It is also stipulated that the following shall serve as arbitrator, mediator or other neutral: (Name) _____

Alternate neutral (for court Civil Mediation Program and arbitration only): _____

Date: _____

Date: _____

Name of Plaintiff

Name of Defendant

Signature

Signature

Name of Plaintiff's Attorney

Name of Defendant's Attorney

Signature

Signature

If there are more parties and/or attorneys, please attach additional completed and fully executed sheets.

It is the duty of the parties to notify the court of any settlement pursuant to Cal. Rules of Court, rule 3.1385. Upon notification of the settlement, the court will place this matter on a 45-day dismissal calendar.

No new parties may be added without leave of court.

IT IS SO ORDERED.

Dated: 04/11/2013

JUDGE OF THE SUPERIOR COURT

**DLSUSA****Diversified Legal Services, Inc.**

DLS No: 3241

Firm: THE LAW OFFICE OF JOSH GRUENBERG
2169 FIRST AVENUE
SAN DIEGO, CA 92101

Attn: JULIE

e-mail:

Tele: 619.230.1234

Fax: 619.230.1074

Atty File No:

Baker

Court:

Superior Court

Branch/Div/County:

Central

Order #: 2013-03-13 14:18:21

Process/Messenger

Date:

4.16.13**Rush/Do Today**

Plaintiff:

Jeffrey Baker

Defendant:

*Aguirre Morris +
Severson, LLP*

Case No:

*37-2013-00043573-
CV-0E-CTL*

Hrg Date:

Time:

Dept:

* **Last Day to Serve/Deliver:** *Reasonable*

SERVE/DELIVER:

Christopher S. Morris, Esq.

Business Add:

Aguirre, Morris + Severson

Home Add:

Tel:

444 West C Street

Tel:

Documents:

*Suite 210
San Diego, CA 92101**Summons, Complaint, Notice of Case Assignment + Case Management
Conference, Notice of Eligibility to E-File and Assignment to Imaging
Special Department, ADR Packet.*

DLS Rating

				Rush	SVC DT
Date	A.M.	P.M.	DUE DILIGENCE	SVC 1	SVC 2
				SVCOT	OCRUSH
				FEDEX	
				BAD	NF
				FA	

Served at:

☐

Residence

☐

Business

☐

Other

Person
Served:Title
Relationship:

Description: Age:

Race:

Sex:

Eyes:

Hair:

Ht:

Wt:

☐

Personal

☐

Sub-Svc

☐

Non-Svc

☐

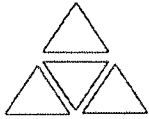
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Date:

A.M.

P.M.

Server/Reg.#:

**DLSUSA****Diversified Legal Services, Inc.**

Order #: 2013-03-13 14:18:21

Process/Messenger

DLS No: 3241

Date: 4.16.13

Firm: THE LAW OFFICE OF JOSH GRUENBERG
2169 FIRST AVENUE
SAN DIEGO, CA 92101☐ **Rush/Do Today**

Attn: JULIE e-mail:

Plaintiff:

Tele: 619.230.1234

Fax: 619.230.1074

Defendant:

Atty File No: Baker

Case No:

Court: Superior Court

37-2013-00043573-
CV-DE-CTL

Branch/Div/County: Central

Hrg Date:

Time:

Dept:

* Last Day to Serve/Deliver: Reasonable

SERVE/DELIVER: Michael J. Aguirre, Esq.

Business Add: Aguirre, Morris & Severson

Home Add:

Tel: 444 West C Street

Tel:

Documents: Suite 210
San Diego, CA 92101Summons, Complaint, Notice of Case Assignment + Case Management
Conference, Notice of Eligibility to E-File and Assignment to Imagi
Special Department, ADR Packet. DLS Rating

Date	A.M.	P.M.	DUE DILIGENCE	Rush	SVC DT
				SVC 1	SVC 2
				SVCOT	OCRUSH
				FEDEX	
				BAD	NF
				FA	

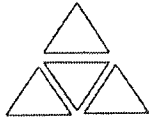
Served at: ☐ Residence ☐ Business ☐ Other

Person Served: _____ Title Relationship: _____

Description: Age: _____ Race: _____ Sex: _____ Eyes: _____ Hair: _____ Ht: _____ Wt: _____

☐ Personal ☐ Sub-Svc ☐ Non-Svc ☐ Posted/Mailed

Date: _____ A.M. _____ P.M. _____ Server/Reg.#: _____

**DLSUSA****Diversified Legal Services, Inc.**

DLS No: 3241

Firm: THE LAW OFFICE OF JOSH GRUENBERG
 2169 FIRST AVENUE
 SAN DIEGO, CA 92101

Attn: JULIE e-mail:

Tel: 619.230.1234

Fax: 619.230.1074

Atty File No: *Baker*Court: *Superior Court*Branch/Div/County: *Central*

Order #: 2013-03-13 14:18:21

Process/Messenger

Date: *4.16.13*☐ **Rush/Do Today**Plaintiff: *Jeffrey Baker*Defendant: *Aguirre Morris +*Case No: *Severson, LLP*

37-2013-00043573-
CV-DE-CTL

Hrg Date:

Time:

Dept:

* **Last Day to Serve/Deliver:** *Reasonable***SERVE/DELIVER:** *Aguirre, Morris + Severson*Business Add: *Aguirre, Morris + Severson* Home Add:Tel: *444 West C Street* Tel:

Suite 210
 Documents: *San Diego, CA 92101*

Summons, Complaint, Notice of Case Assignment + Case Management
Conference, Notice of Eligibility to E-File and Assignment to Imagi
 Special Department, ADR Packet. DLS Rating

Date	A.M.	P.M.	DUE DILIGENCE	Rush	SVC DT
				SVC 1	SVC 2
				SVCOT	OCRUSH
				FEDEX	
				BAD	NF
				FA	

Served at: ☐ Residence ☐ Business ☐ Other

Person Served: _____ Title Relationship: _____

Description: Age: _____ Race: _____ Sex: _____ Eyes: _____ Hair: _____ Ht: _____ Wt: _____

☐ Personal ☐ Sub-Svc ☐ Non-Svc ☐ Posted/Mailed

Date: _____ A.M. _____ P.M. _____ Server/Reg.#: _____