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FILED
Superior Court of California
County of Los Angeles

DEC 05 2025

David W. Slayton, Executive Officer/Clerk of Court
By: A. Rising, Deputy

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

Baird Brown, an individual and as sole owner
of Baird Brown, a Professional Law
Corporation and Ann Brown, an individual

Plaintiffs,

vs.

Donald G. Norris, an individual and Donald G.
Norris, a Law Corporation, a California
Corporation; Michelle Pak, an individual and
Taurin Robinson, an individual,

Defendants.

Case No. 23STCV27439

FINAL STATEMENT OF DECISION
AFTER TRIAL

Department: 45

Trial: 1/22/25

Assigned to: Virginia Keeny
Judge of the Superior Court

AND RELATED CROSS-CLAIMS.

1 **I. INTRODUCTION**

2 In this document, the Court announces its Final Statement of Decision. The bench trial came
3 on regularly for trial on January 22, 2025, in Department 45 of the Los Angeles Superior Court,
4 Central District, Judge Virginia Keeny presiding, and continued thereafter, with interruptions, for
5 seventeen days of testimony, concluding on March 14, 2025. Plaintiffs Baird Brown, Baird
6 Brown, a Law Corporation, and Ann Brown were represented by Andrew M. White and
7 Jonathan N. White. Defendants and cross-complainants Donald G. Norris and Donald G. Norris,
8 a Law Corporation, were represented by David Welch of Enso Law, LLP. Defendant and cross-
9 complainant Michele Pak was represented by Brett A. Greenfield. After the parties rested on
10 March 14, 2025, the court requested closing briefs to be submitted on May 14, 2025, at which
11 time the matter was taken under submission. The court issued a Tentative Statement of
12 Decision on June 30, 2025. Cross-defendants Andrew and Jonathan White submitted objections
13 to the tentative statement of decision on July 25, 2025. Plaintiffs submitted objections on July
14 29, 2025, and the Norris Defendants/Cross-complainants filed objections on July 30. The court
15 requested additional briefing from Pak on the objections raised by plaintiffs.

16 Having now considered the post-trial briefs, all admissible evidence and argument of counsel
17 at trial, as well as the objections of the parties, the court now issues this Final Statement of
18 Decision.

19 **II. PROCEDURAL HISTORY**

20 Plaintiffs filed the initial complaint in this action on November 8, 2023, seeking damages,
21 penalties, punitive damages and attorney fees against defendants for allegedly stealing plaintiffs'
22 mass tort law practice and diverting money and clients to their coffers. Plaintiffs' operative First
23 Amended Complaint was filed on August 22, 2024 and sets forth seven causes of action: (1)
24 Elder and Financial Abuse; 2) Theft and Conversion under Penal Code Section 496(c); (3) Unfair
25 Competition under Bus. & Prof. Code Section 17200 et seq.; (4) Interference with Contract; (5)
26 Breach of Fiduciary Duty; (6) Aiding and Abetting Breach of Fiduciary Duty and (7)
27 Conspiracy.

28 Donald Norris filed a cross-complaint against Baird and Ann Brown, Baird Brown, a law
29 corporation, and Jonathan and Andrew White on January 12, 2024, seeking damages for
30 (1) Conversion; (2) Violation of Cal. Penal Code § 502; (3) Unfair Practices Act (Cal. Bus. &
31 Prof. Code § 17200 et seq.); (4) Interference with Prospective Economic Advantage; and (5)
32 Breach of Fiduciary Duty.

33 Michelle Pak filed a cross-complaint against the same cross-defendants on February 5, 2024,
34 alleging various causes of action. By the time of trial, the only causes of action pursued by Pak
35 were claims for Assault and Battery, for which she sought \$250,000 against each of the Brown
36 defendants and each of the White defendants, plus punitive damages.

37 **III. EVIDENCE PRESENTED**

38 *Testimony of Baird Brown*

39 Baird Brown developed a successful plaintiff's personal injury law practice, specializing in
40 mass tort litigation. Prior to 2019, he began to display symptoms of Parkinson's disease and in

1 June 2019 was formally diagnosed with Parkinson's Disease. (RT 3/5/25 p. 160:3-13.) In
2 December 2019 and January 2020, Brown was frequently absent from the Brown Law offices
3 due to extreme back pain which necessitated spinal surgery in December 2019, followed by
4 recovery and recuperation well into 2020. (*Id.*, 161:6 – 162:12.) The Covid-19 lockdown
5 required Brown to reduce his exposure to the pandemic by working from his home office,
6 starting in March 2020 and continuing until at least March 2023. (*Id.*, 162:24 – 163:23.) Brown
7 suffered a near-fatal infection of Covid-19 in January 2022, causing complete respiratory failure
8 which required a ventilator to breathe for him in the Torrance Hospital ICU. (*Id.*, p.164:10-
9 166:16.) In-patient and out-patient treatments following this serious illness extended into mid-
10 2022. (*Id.*, 166:17-26.)

11 In addition to these health issues, after a lengthy investigation by the California Bar
12 Association, Brown was formally suspended by the California Supreme Court, effective April 1,
13 2020, for a period of three months, pursuant to disciplinary proceedings. (Def. Ex. 15503.) He
14 had been facing a one-year suspension. In compliance with Rules of Professional Conduct, Rule
15 9.20, he submitted a signed declaration under penalty of perjury affirming that he notified all
16 clients and urged them to seek alternative counsel (Def. Ex. 15508; RT 1/27/25, Brown Cross,
17 48:1-50:24.) He acknowledged in his own testimony that he signed this declaration, which was
18 executed on May 7, 2020. (RT 1/27/25, p. 49:24-51:6.)

19 During the Covid "lockdown," plaintiff worked at home but communicated regularly, he
20 claims, with Pak and staff in his office. (1/23/25 at 25, ln. 9 to 19.) After the lockdown, he
21 admitted that he stopped going into the office, except occasionally on weekends. (RT 1/23/25 at
p. 25:20 -27.)

22 Plaintiffs contend that despite these health crises and his suspension, Brown had no intention
23 to retire and continued to maintain his practice and go into work on weekends to review matters
24 until June 2023, when he first had suspicions that Michelle Pak, his office manager, was no
25 longer working for him and that something was amiss with his cases. (RT 1/22/25 p. 119:19 –
122: 28.) It was only upon further inquiry after that date that Brown claims he learned for the
first time that his cases had been transferred to another law firm, the law offices of Donald G.
Norris, and that his office manager, defendant Pak, was no longer working for him, but for
Norris. Norris and Pak contend that Brown transferred his mass tort practice to Norris when
Brown realized that his declining health and the suspension made it impossible to continue to
practice law and that Brown participated in and consented to the transfer.

26 Plaintiff's cognitive decline was on display at trial. While he could understand questions
27 and speak clearly and eloquently at times, he appeared to have little memory of past events and
28 became easily confused and exhausted on the witness stand. He had little to no recollection of
what had occurred with his firm or his cases and clients for the entire relevant time period (2019
to 2023). Indeed, at times he contradicted his attorney and wife's theory of the case by stating
that he knew Norris would take responsibility for all of his cases. (RT 1/27/25 am, p. 26:18-21.)

29 The court received testimony from Dr. Matthew Lombard, Brown's treating physician for the
30 past four or five years, who testified that Brown suffers from Parkinson's disease and some
31 memory issues associated with it but has not been diagnosed with dementia. (RT 1/22/25, 84:9-
32 85:9; 88:10-11.) Dr. Lombard conceded that Brown could suffer from dementia even though he
33 has no formal diagnosis, and that if it reached an advanced stage, he could forget meeting

1 individuals in the past. (*Id.*, at 89:1-89:25.) However, Dr. Lombard believed if he had dementia,
2 it was only in an early stage. (*Id.*, at 90:6-12.) Dr. Lombard, however, admitted that he himself
3 had no memory of his patient's health situation in the critical time period, 2019 to 2020, and
4 testified that he saw him only rarely. Dr. Lombard's testimony was further undermined by his
5 utter lack of familiarity with his own patient's chart: for example, he indicated that Brown had
6 had no significant health history, apparently not knowing about the many months in critical care,
7 the lengthy hospitalization and extended rehab due to Covid in 2022, including extended time on
a respirator, as well as plaintiff's multiple back surgeries. (*Id.*, at p. 87:16-88:28.) The court
finds that Dr. Lombard is either insufficiently familiar with his patients' records or mistaken if he
believes Brown is only showing mild cognitive decline; Mr. Brown displayed significant
cognitive impairment while testifying.

8 Mrs. Brown testified that while she observed some signs of Parkinson's-related
9 motor symptoms in 2019, Mr. Brown's cognition remained steady and did not significantly
10 decline until late 2022, following his "near death" experience with Covid-19, sometime mid-
11 2022. (RT 3/5/25, p. 188, ln. 12-16; RT 3/13/25, p. 129:17-131:20.) Although she then changed
12 her testimony somewhat and said that she did not notice a cognitive impairment until sometime
13 in 2023 (RT 3/5/25, p. 188-189), she later reaffirmed that her husband began to be cognitively
14 impaired in 2022. (RT 3/13/25 at p. 130: 5-24.)

15 Given this testimony (and that of the three legal assistants--Granillo, Navarro and Robinson--
16 discussed below), the court concludes that plaintiff was beginning to show many symptoms of
17 Parkinson's in 2019 and before, but that he continued to present as a cognitively functioning
18 individual and was able to conduct routine legal business through at least 2020, as demonstrated
by the various documents he was drafting in that period. By the second day of his testimony at
trial, it appeared to the court that he had very little recollection of the events that occurred in
2019 through 2023. For example, he could not even recall whether he "practiced law" in 2021,
2022 or 2023, the years in which his lawyers contend he was still able to practice but had his
clients stolen from him. (RT 1/23/25, p. 42:2-12.) Accordingly, the court could give little
weight to his testimony, except where it was corroborated by other testimony or evidence.

21 Brown testified that he recognized the lease to the suite of offices he rented in 2019 on
22 Wilshire Blvd.. He claims he never agreed that Norris could take over the lease or become a
subtenant, which would have required written authorization from the landlord based on the
written terms of the lease. (RT 1/22/25, p. 95:18-98: 28, and Exh. 19.) He also explained that he
never said Norris could use his law firm's personnel. (*Id.*, at 103:15-21.) But later, somewhat
inconsistently, he testified that he told Norris that Norris could use Brown's rented offices for
Norris's law practice "several years into the lease term." (*Id.*, at 103:1-20.)

23 At trial Brown claimed that he had no knowledge of any deal to transfer his cases to
24 Norris. He claims Pak never told him that her agreement with the Baird firm had terminated.
(RT 1/22/25, p. 101:2-7.) He denies ever having a meeting with Pak and Norris to discuss
25 transfer of cases to Norris. (*Id.*, at 102: 23-27.) He never agreed to transfer the "bulk of his"
26 cases to Norris. (*Id.*, at 102:28-103:10.) He never told anyone that Norris was a litigator with
his firm, nor did he authorize anyone to tell third parties that Norris was a litigator with his firm.
(*Id.*, at p. 105:2-16.) When shown Exhibit 1379, he testified that he did not authorize anyone to
27 send this letter but then conceded that the signature at the bottom could be his own. He claimed
28 to have no recollection of the letter. (*Id.*, at p. 105:26- p. 107:15, and Exh. 1379.) He denies

1 authorizing anyone to tell clients in one of their mass tort cases ("3M military earbuds") that he
2 was transferring the case from one division of his law firm to the "Norris associate branch." (*Id.*,
3 at 109:2-10.) Nonetheless, he acknowledged that he wrote Exhibit 1638, an email to a legal
4 assistant with his firm, revising the notice he had to send to clients as a result of his suspension,
5 which specifically named Don Norris (and another attorney) as attorneys to contact "if anything
6 comes up with [the client's] case" during his three months suspension. (Exh. 1638, 1/22/25, pp.
110:3-113:9.) While he claims he had no knowledge that Pak was going to be working for
Norris as his office manager in the April 2020 time frame, he admitted that Pak had shown him
the draft of an agreement she and Norris were drawing up in the July 2019 time frame. (1/22/25
at 113:10- 114:28.)¹

7 The court also received into evidence Exhibit 1573, a series of text messages between
8 Brown and Pak. Tellingly, on April 26, 2020, Pak and Norris have an exchange in which Pak
9 criticized Brown for making a "business deal with Jeff David" and referring "questions cases to
him." She asserted "our clients already have own new lawyer why they asking questions to their
10 case to Jeff." Instead of denying that the clients had a new attorney, Brown responded: "No
arrangement with Jeff. He would be *backup if DN is not available or not interested.*" Exh.
11 1573, p. 3 (emphasis added.).) This text was followed by a barrage of text messages from Pak
over the next two months, talking about the problems with various cases, including statute of
12 limitation problems and 154 cases with serious problems which had been transferred into
Norris's name. Brown's only response was to direct her to transfer the problematic cases back to
13 him. At no time in this series of text messages over this several month period did Brown express
any discomfort or disagreement with the transfer of cases to Norris, nor did he give Pak any real
14 guidance about what to do with the SOL problems and other legal problems she was finding.
15 This series of text messages is strong evidence that Brown agreed that the cases should be
transferred to Norris and that he was providing little to no oversight to Pak, a nonlawyer, about
16 what to do with the remaining cases or questions that were being raised and problems that were
being uncovered.

17 Brown also admitted that he entered into an agreement with Norris on November 16,
18 2020 whereby Brown agreed to accept 80% of all attorney fees received relative to the Androgel
19 testosterone gel mass tort cases previously handled by Brown's office. (RT 1/22/25, p. 117:10-
20 119:15 and Exh. 1.) He could not recall any conversations with Pak about the percentage chosen
but agrees he voluntarily signed this agreement. Upon further examination at trial, he confessed
21 that he has no memory of this agreement or the Androgel case. (RT 1/23/25 at p. 38:2- 41:6.)
Although he acknowledges his signature on the document, he does not have any memory of

22 ¹ Both counsel for Pak and Brown expressed some consternation on the record about Brown's
23 testimony in this regard, and the court expressed concern that Brown was not reviewing
24 documents before testifying about them, but Brown's attorney did not seek to withdraw Brown
as a witness or to clarify or correct this testimony on the day it was given. Thus, Brown testified
25 that he was aware in July 2019 that Pak and Norris were drawing up an agreement to give her
90% of Norris's mass tort practice, when supposedly Pak was still working for Brown to develop
26 and maintain his mass tort practice. On the following day of testimony, clearly after coaching by
his counsel, Brown testified that he had not seen this document until it was produced in
27 discovery. (1/23/25 at p. 21:16-28.) The court places little weight on Brown's admission in
court, as he appears to lack the mental capacity to understand much of what he was saying or
28 being asked.

1 entering into this or any other agreement with Norris. (*Id.*) He did acknowledge sending emails
2 to Pak in November 2020, discussing their negotiations with Norris about the percentage split.
3 (Interestingly Pak was demanding 50% of the fees received on Androgel, a demand on her part
4 which would have created serious ethical issues for an attorney accepting those terms.) (RT
1/28/25 p. 48, ln. 1 – 52, ln. 5.)

5 Brown claims it was not until June 2023 that he first became suspicious that Pak was not
6 working exclusively for him and that there was anything amiss with his mass tort practice.² He
7 claims he first realized there was something wrong when he sent an email to Pak, asking for an
8 update on some of their cases. (RT 1/22/25 p. 119:19 –122:28 and Exh. 1651.) In that email he
9 asked for client name, case type, when the complaint was filed, summary of claim facts and
10 when case would be completed and closed from a legal assistant. (*Id.*, and Exh. 1651.) Pak's
11 response was largely incomprehensible and aggressive, telling him her contract with Brown was
12 "voided," but oddly not directly stating that all of the cases had been transferred to Donald
13 Norris. Around this same time, Brown contacted a former paralegal Lucas Granillo, with whom
14 he was still in contact, and asked Granillo to "check on the status of a few cases." Granillo went
15 on Pacer to investigate some of their federal cases and found that Norris had been substituted
16 into many cases. Granillo testified that Norris seemed "surprised" by this news. (RT 2/14/25 at
17 p. 94:1-96:27.)

18 With respect to the decision to enter the office suite at 3055 Wilshire, Brown appeared to
19 have little recollection of the decisions leading up to that step. He claims he did not know they
20 were going to bring a computer expert to copy files or retain a security company to accompany
21 them. (RT 1/27/25 am, p. 29:24- 33:4.) He denies that he or his wife were the decision-makers
22 in barring Norris from the offices after October 21, 2023. (*Id.*, at p. 35:24 – 36:19.) Later in his
23 testimony, Brown changed his testimony, explaining that he decided to have security accompany
24 them because he feared there might be violence; and that he went to the office with the intent to
25 remove Norris from the offices with the use of security. (RT 1/28/25 at p. 68:15-25.) Brown
26 signed the actual agreement with the security company and the computer forensics company that
copied Norris's files. (Exh. 1657 and 1658.)

19 *Testimony of Richard Holstrom*

20 Plaintiffs offered the testimony of forensic accountant Richard Holstrom to quantify his
21 claimed damages and to provide expert testimony on law firm accounting. (RT 3/5/25, pp. 32-
22 25.) Holstrom testified that, based on his review of the bank account records, in 2019 and 2020,
23 Pak and Brown received roughly equal payments from the law firm during those years. (RT
24 3/7/25, p. 34:17 -p. 42:10 Exh. 1697, 1699, 1700.) He further confirmed that the money that was
25 paid to purchase leads from the Brown business account appears to have come from money
26 transferred into the account by Pak and that Brown had full access to these records in 2019 and
2020 (and beyond). (RT 3/7/25, pp. 44-46.) **Holstrom also presented lengthy testimony about
the attorney fees Brown should have received from the cases transferred to Norris. The court
does not summarize this testimony because, as discussed further below, the court finds Brown is
not entitled to any portion of these fees.**

27

28 ² Around the same time, Brown claims he also discovered that the website for the Donald Norris
law firm contained a link or "protected page," which included information about Baird Brown, as
well as Brown's photograph. (Exh. 1558 and 1652.)

1
2 *Testimony of Ann Brown*

3 Plaintiff Ann Brown testified to several key issues in this case. First, she testified that her
4 husband did not want to retire when he was first diagnosed with Parkinson's in June 2019, nor at
5 any time thereafter. (RT 3/5/25, p. 160:3- p.161:5.) She acknowledges that her husband had
6 back surgery at the end of 2019, from which he had a long recovery period. He could not drive
7 for an extended period. (*Id.*, at p. 161:6- p. 162:12.) Nonetheless, she claims he never told her
8 he wanted to retire. (*Id.*) She admits that from March 2020 until the early part of 2023, he did
9 not go to work except occasionally on weekends. Nonetheless, she claims he still continued to
10 work from home and to communicate with Pak on a daily basis and expressed no interest in
11 retiring. (*Id.*, at p. 162:6- p. 163:12.) She maintained this position at trial despite the fact that she
12 also acknowledged that in January 2022 her husband developed Covid, "nearly died," was placed
13 on a ventilator and had to be hospitalized for a month, after which he was in inpatient care for a
14 period of time and then at home receiving therapy. As far as the court can determine, Baird
15 Brown appears to have been virtually incapacitated due to Covid for at least 4 to 5 months. (*Id.*,
16 at p. 164:10-167:10.) Mrs. Brown confirmed that during the entire time that he was hospitalized
17 to her knowledge there was no attorney taking responsibility for any of his cases. (*Id.*, at p. 186.)

18 Mrs. Brown also claims that she was aware that the Brown firm was purchasing leads in
19 the amount of \$635,000 in June 2019, which she thought was inadvisable. Her husband told her
20 that it was a good business investment. (*Id.*, at p. 169, ln. 17-170, ln. 22.) The court found this
21 testimony unlikely, given that her testimony was imprecise and she admitted that at this same
22 time her husband was not telling her the truth about one key issue – that he was under
23 investigation by the state bar and facing a one-year suspension. (TR 3/13/25, p. 133:8-26.)
24 Indeed, she only learned about the investigation and his suspension because Pak shared this
25 information with her when Baird was hospitalized with Covid in 2022; Mrs. Brown
26 acknowledged that because her husband was "embarrassed," he hid this information from her for
27 three years. (*Id.*) She also indicated that she had no knowledge of her husband entering any kind
28 of relationship with Norris, while it is undisputed from the records that Brown approved the
29 substitution of Norris onto the Roh case (discussed below) and signed a written agreement to
30 give him 20% of all of proceeds from the Androgel cases. Apparently, there was a lot of
31 information that Baird did not share with his wife. She also testified that she was aware that her
32 husband had been retained by the Mick family in 2014, but that her husband told her he was
33 doing nothing on the case. (3/13/25 RT pp. 125-128.) This further supports the court's
34 conclusion that Brown knew he needed another attorney to handle cases, the Mick case being
35 just one of them.

36 Mrs. Brown also acknowledged what was clear from the other evidence – throughout the
37 entire period that Baird Brown now claims he was deprived of his case load and deluded about
38 Norris's involvement, Baird had full access to SugarSync, his office's case management system,
39 and would have seen that legal work was being performed by Norris. In addition, he had access
40 to his business and trust accounts and would have seen that he was no longer receiving fees from
41 most of his cases. Again, this evidence supports a finding that either Brown thought his cases
42 were being magically (and illegally) prosecuted by his legal assistants, or he knew that Norris
43 was handling his case load based on their agreement.

44 Mrs. Brown testified that she believes that as a result of Pak and Norris's conduct, she

1 has been damaged in the following ways. She has lost her “retirement” and millions in dollars in
2 fees from lucrative cases in which her husband had invested through the purchase of leads. She
3 did not quantify her damages further. She did not describe her emotional distress, although it
4 was obvious to the court from her testimony that she was deeply upset by the financial straits she
5 and her husband now face. (RT 3/5/25, pp. 188-193.)

6 *Testimony of Carolina Navarro*

7 Mrs. Brown’s testimony was contradicted by that of Carolina Navarro, a former client of
8 Mr. Brown’s, who worked for the firm in 2019. Navarro testified that in 2019, she was tasked
9 with driving Baird Brown to doctor’s appointments, during which he complained to her about
10 “shakiness.” During this same time, he told her that he was “coming to an end with the law
11 firm.” (RT 3/7/25, p. 116:17-118:17.) She also recalls three meetings, either with Brown
12 present or with Brown on the phone, in which his leaving the practice of law was discussed: a
13 meeting sometime “before summer” of 2019; a second meeting over Zoom towards the end of
14 2019 where the staff was present in Pak’s office and Mr. Brown was on the phone and “a lot of
15 cases were discussed” and a third, in person meeting. (*Id.*, p. 118:27-121:28; p. 139:6- 141:9.) It
was at the last meeting that she met Norris for the first time. Navarro places this meeting
sometime in 2020. At this meeting, Brown and Pak introduced Norris to the office staff, telling
them that Norris was going to be working on some of their cases. (*Id.*, at p. 138:8 – p. 139:5.)
She also confirmed that she had a conversation with Mr. Brown and Pak in which she was told
that some of the 3M cases were going to be transferred to Norris and for her to work on those
cases with Norris. (*Id.*, at p. 142:2-148:27.) Although Ms. Navarro’s dates appeared confused,
the court found her to be an extremely credible and even guileless witness, who appeared
genuinely to like and care for Mr. Brown and his wife.

16 *Testimony of Michelle Pak*

17 Michelle Pak’s testified at length about her dealings with both law firms. She was paid
18 50% of the firm’s profits from the outset of her job with the Brown Law firm, commencing in
19 2001 until late in the “Covid lock down period.” (RT 1/27/25, p. 10:13-11:28; RT 1/22/25, p.
20 100:1-17; RT 1/22/25, p. 100:18-25.) Pak explained that she oversaw the office and did all of
21 the marketing for the firm; she was responsible, she claimed, for bringing in all of the clients for
22 the firm’s mass tort practice. (RT 2/7/25, p. 69:12- 70:6.) As part of her agreement with Brown,
she advanced the costs of marketing and purchasing leads, for which she was reimbursed first
when the firm received money; after that amount was reimbursed, she received a 50% share of
the remaining profits. (*Id.*, at p. 70:3-21.) She denied handling any of the legal work, including
settlements. (*Id.*, at p. 71:ln 8-72: 5.)

23 Pak testified that sometime in May or June 2019, Brown told her that he had been
24 diagnosed with Parkinson’s and that he was going to be retiring to focus on his health. He
25 advised her to find a new attorney to take over their office’s mass tort practice and to enter into a
26 new profit-sharing arrangement with that attorney. (RT 1/27/25, p. 50:16- 55:20; RT 2/5/25, p.
27 17:19-21:12.) He told her he was very fatigued and needed to engage in many treatments to
address his health condition and so intended to retire. (2/7/25 RT p. 75:17-77:5.) **Perhaps**
inconsistently, she testified that he appeared very strong and healthy, went to the gym every day
and was still actively managing his case load during this period. (*Id.*, at p. 77:12 to 78:2.) Lucas
28 Granillo confirmed that in the first few months of 2020, Brown hobbled a bit and his hands

1 shook, but he seemed to be mentally alert and able to run his firm, just as he had in the past. (RT
2 2/14/25, p. 101-102.)

3 Around this same time, May or June of 2019, Pak claims she told Brown that in light of
4 his decision to retire, her contractual relationship with him was *terminated*. Later in her
5 testimony, she placed this conversation as early as April 2019, explaining that it was
6 immediately after the MRI which diagnosed Brown with Parkinson's. Even later in her
7 testimony, she stated that June 2020 was the first time that she told him that their contract was
8 voided. (RT 2/14/25 RT at p. 21:6 - 22:3.) With leading, she then corrected herself again and
9 said the first time she told Brown their agreement was voided was June 2019. (*Id.*, at p. 22:13-
10 25.) Then she doubled down and stated that she told him their contract was voided in June 2020.
11 Despite all this prevaricating, she claims that Brown and she discussed at some uncertain time
12 that she could continue to work in the office, overseeing the settlement of their cases, handling
13 the medical liens, and she was told to finish the work, even that which an attorney should do.
14 She tried to communicate with Brown in the ensuing months about some of the cases as they
15 wound up, but she asserts he expressed little interest in them, particularly the low value cases.
16 (*Id.*, at p. 23:3 to p. 27:23.)

17 Pak claims that when Brown told her that he wanted to retire in 2019, he explained that
18 he wanted to keep only a few of the individual personal injury cases. He informed her he did not
19 want to keep the mass tort cases because they took two to six years to complete. (RT 2/7/25, p.
20 80:10-28.) He also wanted to retain some cases which had "already settled," like the Androgel
21 case. (*Id.*) With respect to the Androgel case, he told Pak because it was nearly completely
22 settled, he wanted Norris to take it over, for an 80/20 fee split in Brown's favor. (*Id.*, at p. 81:13-
23 25.)

24 Pak testified that although she was aware that Brown was the subject of a state bar
25 investigation in 2019 (and had hired an attorney to represent him in that matter), she was
26 shocked to find out in March of 2020 that the bar was going to suspend him. He had not told her
27 that he might be suspended. (RT 2/7/25 at p. 78:3 – p. 80:9.)

28 She gave conflicting testimony about when she first met Norris and when they began to
29 work together. In her deposition, she claimed that she first started working for Norris after
30 Brown's suspension became effective on April 1, 2020. (RT 1/27/25 p.m., p. 42:8 – 44:20.) Yet
31 she also admitted that she signed a document on July 30, 2019, nearly a year earlier, which she
32 claims Norris drafted, which would have had her receive 90% of Norris's mass-tort practice. (*Id.*,
33 at p. 39:1 to p. 42: 7, and Exh. 1512.) She further claimed that it was Brown who suggested she
34 draw up the agreement reflected in Exh. 1512 and 1670, when she and Brown met in Brown's
35 office in June 2019 to discuss his Parkinson's diagnosis. In this conversation, Pak claims he told
36 her that she should enter into a profit-sharing arrangement with Norris and even encouraged her
37 to ask for 90% of the profits. (*Id.*, at p. 50, ln. 16- p. 55, ln. 20.) She conceded that the 90% split
38 of profits she was discussing with Norris was far more lucrative than the 50% share she received
39 from the Brown firm. (RT 2/14/25 TR, p. 122:20-125:5.)

40 Although she testified on one day that she first started working with Norris after April 1,
41 2020, she testified elsewhere that in February 2020, she contacted one of Baird's clients, Hyung
42 Roh, and told him that his case was going to be transferred to Don Norris and sent him a
43 Substitution of Attorney form which had been prepared by Brown. She claims that in February

1 2020, she knew that Brown was going to be suspended as they had already discussed it, along
2 with his intention to retire, contradicting her earlier testimony that she did not know about his
3 suspension until April 2020. (RT 2/5/25 at 24:9-p. 28:13 and Exh. 1671.) She maintains that
4 she was still acting as Brown's office manager when she sent the substitution documents to Roh
5 and explained to him that the case was being transferred to Norris. (*Id.*, at 36, Ins. 16-21.) She
6 also admitted at trial that she knew the Roh case was a "multimillion" dollar case. (*Id.*, at 40, 18-
7 21.) She claims she told Roh that the case was being transferred to Norris because of Brown's
8 suspension and because he intended to retire. (*Id.*, at 31, Ins. 20-26.) She admitted that at the
9 time she knew that Brown had associated in Brian Panish as co-counsel only a month earlier but
explains that it was her understanding that the Panish firm was only going to help with
settlement, not actual litigation. (*Id.*, at 29, ln. 4 – p. 30, ln. 16; and Exh. 1527.) Realizing her
numerous inconsistencies, she then testified that Brown discussed with her that he was going to
be suspended before March 2020. (*Id.*, at p. 34, ln. 4-25.) She was impeached with her
deposition testimony where she stated that he did not tell her about the suspension until the end
of March and she did not tell Norris about it until after they received the suspension letter.
(Depo. Transcript, p. 117:10-18; pp.234:5-235:10.)

11 Pak was questioned about the timing of the process for obtaining substitution of attorney
12 forms from Brown's clients. With respect to the Roh case, she admitted that substitution of
13 attorney form had been sent to the Roh family on or about February 21, 2020, to replace Brown
with the Norris law firm, but was not signed by Baird Brown until April 13, 2020. (RT 1/27/25,
14 p. 18:22- p. 21:25, and Exh. 1653 and 1655.)³ She denied that Brown had taken significant
15 depositions in the case, testifying instead that Norris conducted the bulk of the work in the case,
ultimately settling it for \$2.5 million. (*Id.*, at 26:9-28:21.) She also testified Brown took less
16 than the 40% provided for in the retainer agreement and concedes that her daughter was repaid
17 out of the settlement proceeds for money her daughter had allegedly lent to the plaintiff to cover
18 his living expenses. (*Id.*, at p.28:26 -33:7.) For reasons that were never adequately explained,
she was paid \$300,000 out of the Roh settlement proceeds, while the attorney on the case –
19 Donald Norris – received only \$70,000. (*Id.*, at p. 44:17-28; RT 2/5/25 at p. 43:15-19.) No
money was set aside from the Roh settlement to satisfy a lien from Brown and he asserted no
lien, to Pak's knowledge. (2/5/25 at p. 44, ln. 8-13.)

20 Pak testified that under her contractual agreement with Brown, even if the contract was
terminated she was still required to "see to the books" and the accounting until all of the cases
21 were finished and all of the medical liens satisfied. (RT 1/27/25, p. 67:4-19.) She claims she
performed these services diligently after April 2020, trying to finish up the various cases in
22 Brown's case load. (RT 2/14/25, p. 126:22-127:6.) Pak claimed that she paid all of the
operating expenses out of the Baird Brown Business Account. (RT 2/7/25 at p. 72:6 - 15.) Pak

23
24 ³ Although the court agreed with Brown's counsel that the substitution appeared to have been
doctored to change the Norris law firm name and address, which is not proper, Brown appears to
have signed the substitution on April 13, 2020, indicating that he knew the case was being
transferred to Norris. Roh also appears to have agreed to the substitution. The court did not find
this altered document to be evidence that Norris deceived Brown into transferring the case.
(Exh. 1653 and 1654, 1655.) There was no persuasive evidence that Norris knew anything about
the manipulation of the address line. (RT 2/28/25 at p. 45-47.) The court finds it more likely
than not that Pak oversaw manipulation of the document to ensure that the substitution was
accurate for purposes of the court, without either Norris or Brown's knowledge.

1 claimed that Brown came into the office once a month or once every other month and reviewed
2 the bills and rent statements, which was consistent with Baird Brown and his wife's testimony
3 about his regular practices. (RT 1/27/25, p. 72:21-73:6.) She claims that every check she wrote
4 on this account was approved by Brown. (RT 2/14/25 RT at p. 28:20-29:5.) Later in her
testimony, she conceded that for checks she wrote, she did not get pre-approval but she would
answer Brown's questions if he had any. (Id., at p. 29:17-25.)

5 The Brown firm had a five-year lease for office space at 3055 Wilshire Blvd. (Exh. 19),
6 which commenced April 1, 2019, with monthly rental payments of approximately \$3000 per
month with scheduled increases. Monthly rent was paid out of Brown's operating expenses. (RT
7 1/27/25, p. 56:1 to 57:22 and Exhibit 19.) In 2019, Michelle Pak signed the checks, paying their
monthly office lease out of Brown's operating account (See Exh. 7, p. 43, check No. 6914.) Pak
8 identified her signature on Check No. 6914, which the court finds to be a distinctive signature
and quite different than Baird Brown's signature, which also appeared on checks written off the
9 operating account. Pak was still writing checks for rent and office parking spaces to the
buildings' owners and Standard Parking out of the Brown operating account throughout 2020, as
10 well as numerous other checks. (1/27/25, p. 62:1-28 and Exh. 10.) Brown ceased to write
checks on the Operating Account sometime in 2020. (See Exh. 9.) Pak continued to pay the rent
using Brown's operating account throughout 2021, 2022 and 2023 (Exh. 13 and 15.) Pak claims
11 that she negotiated a reduction of the rent on behalf of the Baird Law Firm, lowering the rent to
\$1800 per month. She claims that she did this to benefit the Baird Law Firm and that it was done
12 with Brown's consent. (RT 2/10/25 at p. 8:19- p, 9:28.) She acknowledged that Norris had no
legal right to negotiate the lease reduction because he was not on the lease and that Brown was
not present during these negotiations. (RT 1/27/25, p. 66:10 to p, 71:20.) She acknowledges that
13 there was no written sublease between Brown and Norris. (RT 2/7/25 RT at p. 10:8-15.) She
admitted that Norris only made two payments (totaling \$15,000) to the Brown firm to cover any
14 of the expenses for the office. (RT 2/7/25 at p. 10: 25- 12:8; RT 2/14/25 p. 31:28-32:28, Exh. 11
and Exh. 1573.) However, she testified generally that whenever the office needed money for
15 expenses, either she would make a deposit to the Brown Business account or Norris would pay
for the expenses. She was only able to point to one such payment in the account records.
16 (2/14/25 RT p. 35, ln. 27 – and Exhibit 11, pp. 71-72.)

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18
19 Nonetheless, the record also supports her claim that Brown expected her to continue their
operations for some period of time to wind down the cases which had neared settlement or were
20 approaching closure; and to allow him to continue to maintain some of his smaller personal
injury cases. She was authorized then, at a minimum, to continue renting the office space and
21 maintaining their operation to handle these matters.

22
23 With respect to the Baird Brown Client Trust Account, both Brown and Pak had signing
authority. Throughout 2020 and 2021, Pak was signing checks disbursing funds from the
account, including payments to doctors, Baird Brown and others. In May of 2020, she signed
24 checks issued to Donald Norris Law firm for nearly \$60,000. If Brown had been monitoring the
Client Trust Account records, as he claimed he did, he would have seen these payments. (See
25 Exh. 10.) The last check signed by Baird Brown on the Client Trust Account was signed by him
in June 2020. Thereafter, only Pak's signature appears on checks drawn on the account, which
26 continued until the end of 2022. In the last year for which the court has records (2022), very few
transactions were conducted on the Client Trust Account and the balance was no more than
27 \$50,000 (Exh. 12, 14.) Again, had Brown been monitoring the Client Trust Account, he would
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1 have known that no payments were being received from clients either by way of settlement or
2 other means. All parties acknowledge that Brown had access to the Client Trust account at all
times and could have seen all the checks she wrote. (2/7/25 RT at p. 73:15-25.)

3 Pak was questioned about payments made from the Baird Brown checking account ending
4 3119. She confirmed that the following payments were made to purchase leads for mass tort
5 cases: \$195,000 was paid to Broughton Partners on May 14, 2019, \$48,500 to Sequoia Media
6 Group on May 31, 2019, another \$100,000 to Sequoia and \$40,000 to On Point Legal on August
7 19, 2019, \$135,000 on October 22, 2019 to Broughton Partners, and \$135,000 on October 23,
also to Broughton . (RT 2/7/25 at p. 18: 9-20:21, and Exh. 7.) She claimed that all of these
payments were made with her money, even though the payments were made from the Baird
Brown business account. (*Id.*) She admitted that she was making these payments to purchase
leads for the Norris law firm, starting as early as May 24, 2019. (RT 2/7/25 at p. 24:27-27:21.)
She then altered her testimony and stated that she did not start working for Norris until the end of
June or early July 2019. (*Id.*, at p. 28, ln. 19-25.) (As stated above, this testimony at trial
contradicted her deposition testimony.) She claims that Brown approved this method of paying
for leads for Norris: putting the money into the Brown business account so it could be written off
as a business expenses for the Brown firm, but then used by the Norris firm. (2/14/25 pp. 38-
41.) As trial went on, Pak's testimony changed yet again about who she purchased the leads for,
undermining her credibility further. (RT 2/14/25 RT at pp. 45-49.)

13 Ultimately, Pak claims she invested \$4 million of her own money between April 1, 2020 and
14 October 2023 purchasing leads for Norris's law firm. (2/10/25 RT at p. 11, 4 to 8.) She testified
15 that it was her intent to become an investor in his firm and that she expected to be paid back
"dollar for dollar" for the money she had invested in the firm through the purchase of leads. (RT
2/14/25 at pp. 122-123.)

17 Of the \$635,000 which came from Brown's business account to purchase leads, she
explained \$100,000 was in her "account" based on her taking less than her full draw in February
2019; \$335,000 she wired in to the account and \$230,000 was a note she took over from Brown.
(RT 2/14/25 at p. 50:18-58:10.) As Pak explained, Brown had borrowed \$230,000 from Ms.
Navarro, his former client and sometime legal assistant; by assuming his debt, she was able to
take \$230,000 out of his business account to purchase leads. Ms. Navarro confirmed that Pak
took over this loan.

21 Pak testified that at the end of May or early June 2019, she had a conversation with Brown
22 about transferring his case load to a new attorney. Brown told her to look for an attorney to take
over the mass tort cases. At the time of this conversation, she did not yet know Norris. She
claims she told a friend that she was looking for an attorney and the attorney connected her with
Norris, pointing out that both Norris and Brown had gone to Stanford. She did not know Norris
before that introduction was made. Pak testified that she told Brown she would be meeting with
Norris and he approved. (2.7.25 p. 87:21- 91:26.)

26 She then met with Norris sometime in June, discussed the opportunity with him, and Norris
agreed to meet with Brown. (RT 2/7/25, p. 93:8-28.) She set up a meeting with Norris and
Brown on July 11, 2019; it was the first opportunity for the two attorneys to meet. Nonetheless,
Pak admitted at trial that she had already paid for and obtained leads supposedly for Norris and
she and Norris were drawing up sample letters of introduction to Brown's clients, which could be

1 used to solicit them to transfer their case to Norris. (RT 2/14/25 Tr. p. 130-133, Exh. 1681 and
2 1682.)⁴ She was part of the discussion between Norris and Brown in which Brown
3 communicated that he wanted Norris to take over some of his cases. She claims that she was not
4 present during any discussion of the actual terms of the transfer. After the three of them met on
5 July 11, they walked around the office and introduced Norris to the staff. She was never present
6 at any discussion, nor did she see anything in writing between Brown and Norris about the terms
of their transfer arrangement. (*Id.*, at p. 93, ln. 23-p. 95, ln. 12.) Legal Assistant Lucas Granillo,
when questioned about this event, stated that he never saw Brown and Pak introduce Norris to
the office staff and never heard that it had happened in July 2019 or at any other time. (2/14/25
Tr. p. 90, ln. 17-p. 92, ln. 17.)

7 She claims Brown told her to “finish up” all of his individual personal injury cases, settling
8 the medical liens and completing the settlements, allowing her to continue to use the law offices’
9 space and personnel to do that while she was simultaneously helping Norris assume
10 responsibility for the mass tort cases and to buy new leads to increase that case load. (RT 2/7/25
at p. 100:1- 103:6.) Brown knew that Norris would be using the same office space, directing
11 Pak to make sure that the receptionist answered the phone with both the law firm of Baird Brown
12 and the law firm of Donald Norris. (*Id.*, at p. 103:7-18.) She testified that once he was
suspended, Brown directed her to transfer the remaining of the PI cases to Norris, with each
office paying for the staff time devoted to their cases. (*Id.*, at p. 105:3-16.)

13 She claims that Norris did not actually start working on the mass tort cases until after
14 Brown’s suspension on April 1, 2020. (2/7/25 RT at p. 95:13-25.) Pak testified (and it was
15 undisputed by Brown) that Brown did not come into the office during ordinary work hours after
he was suspended for more than three years. She did not see him in the office again until
16 October 21, 2023, when he came with attorneys and his wife to reclaim the space. (*Id.*, at p.
105:19 -106:18.)⁵ She did continue to communicate him throughout 2020 and 2021. She claims
17 work was still being done on some of his cases (presumably by legal assistants and not Brown),
and that he continued to get paid on those cases. (*Id.*, at p. 106:19 –109:25.)

18 Pak concedes that communications were sent to clients of the Baird Brown law firm as early
19 as January 2020, informing them that their case was being transferred to the Norris firm. She
claims that all these letters were first approved by Brown. The court agrees with Brown’s
20 counsel that the letters were slightly misleading in that they suggested that Norris had been an
associated counsel with the Brown firm previously or that his law firm was already part of the
21

22 ⁴ Although Pak did not admit this, the court concludes that she likely purchased the leads in May
23 with the intent that they be used by Brown, but when Norris agreed to take over the practice, she
24 then began to identify and treat these as leads purchased for Norris. The court does not find that
she was prescient about being able to work with Norris, or that Norris had a deal or
understanding prior to June 2019 that they would be working together in any capacity.

25 ⁵ Having first said that she did not see Brown once between April 1, 2020 and October 21, 2023,
26 Pak then changed her testimony and said he came onto the office every day. When the court
27 pointed out the inconsistency in her testimony, she corrected herself to say that she never saw
him but he was coming in on the weekend, that he continued to do payroll and was giving
28 direction to staff over the phone. (*Id.*, at p. 105:19 –106:18.) The court placed little weight on
her testimony as to Brown’s level of involvement, since it was contradictory and not credible.

1 Brown Law Firm. There was no evidence presented that Norris instructed anyone to send these
2 letters or that he took part in drafting them. (RT 2/7/25 at p. 30:9–34:16 and Exh. 154.) Pak also
3 confirmed that in late 2019 through early 2020, paralegals in the Brown Law Firm were calling
clients, encouraging them to switch to the Norris Law Firm. (*Id.*, at 35:21– 37:10.) She admitted
4 that the script used by their legal assistants was deceptive, as it described Donald Norris as an
“associate branch” of the Brown Law Firm, which he was not. (*Id.*) Other deceptive
5 communications were sent to clients in the December 2019 period, describing Norris as a
“litigation attorney” in the Brown firm. (*Id.*, at p 39:17- 46:9 and Exhs. 452, 1554, and 1558.)
6 The court finds it more probable than not that Pak was directing that these communications be
sent by legal assistants in the firm. There was no evidence that Norris was aware of these
7 communications.

8 Pak testified that she knew that an entire box of more than 100 notice letters to clients,
9 required to be sent by the State Bar, had not been sent to clients. She claims Brown told her not
10 to send them and so they remained, sitting in a box, until October 2023 when Brown and his
attorneys came to the office and requested that she leave. (RT 2/7/25, p. 50:7 – 53:8.)
11 Ultimately, the court did not place much weight on this box of unsent letters. As stated
elsewhere, the court does not believe Pak’s testimony, given her general lack of credibility, Mr.
12 Brown does not have sufficient memory to know what occurred with this box, and the court
could not see any particular gain to anyone that it was not sent.

13 Pak was present on October 21, 2023 when Brown, his wife, and his attorneys came to the
14 office with several other people. She was handed a termination letter, which was also read to her
15 by Brown’s attorneys. (RT 2/5/25 p. 55:17 –57:3.) During this incident, she repeatedly asserted
to Brown’s attorneys that all of the office equipment, furniture and computers were her personal
16 property or purchased with her money. (*Id.*)

17 Of the seven computers which she claimed to have purchased, only three have been
18 returned to her. (*Id.*, at p. 58. Lns. 6-7.) When asked to provide invoices to prove that she had
19 purchased the four other computers and their costs, she presented invoices she obtained from the
vendor. Brown’s counsel established that some of the invoices appear to be generated from
earlier invoices. (RT 2/7/25 at p. 13:8 - 17:16.)

20 *Testimony of Bruce Pixley*

21 Although plaintiffs presented the evidence of computer expert Bruce Pixley, who questioned
22 the authenticity and history of an email sent on April 24, 2020 which purportedly showed Brown
receiving email notification of some of the letters going out to clients, the court found this
23 testimony largely irrelevant given the other evidence that Brown was aware of and had approved
the plan to transfer the mass tort clients to Norris. The court also found largely irrelevant the
24 extensive testimony presented by Pixley about whether information about Brown and his photo
had been briefly visible on Norris’s website. As explained above, the court finds that Pak was
25 primarily responsible for overseeing and managing the transfer of cases; the court finds she also
hired the people who put together the website. Given that Brown had approved the transfer, as
26 the court finds, the court finds it hardly surprising that some of the advertising materials used
continued to make mention of Brown. The court did not find the use of Brown’s image and
27 information for some period of time on the website to be deceptive or injurious to Brown in any
way. Both Brown and Norris would have benefited if clients thought they were associated, as it

1 would have made it more likely that clients would agree to the transfer. Norris denied having
2 any knowledge about the creation of the website, all of which was handled by a designer hired by
3 Pak. He testified credibly that while the website was modeled after Brown's, any inclusion of a
4 photo of Brown was inadvertent and likely not visible to the public. (RT 3/5/25, p. 26:21- p.
28:6.) Indeed, he claimed he would not have wanted Brown on his website because of Brown's
discipline record. (*Id.*, as p. 53.)

5 Ultimately, the court found Pixley's testimony did not support Brown's theory of the case in
6 any meaningful way.

7 *Testimony of Lucas Granillo*

8 Lucas Granillo was called by plaintiffs to testify about his experiences as a legal assistant at
9 the Brown law firm. Granillo started with the Brown firm in 2017 and left in May or June of
10 2020. (RT 2/10/25 p.m., pp. 234:16 –235:4.) He testified that during his employment with the
firm, Pak directed all his work, not Brown. However, if he did something that had to go to court,
he believes Brown would review it. (*Id.*, at pp. 235:20-236:24.)

11 Sometime in 2020 (if not earlier), the office began the process of transferring Brown's cases
12 to Norris. Pak told Granillo that Brown wanted his mass tort cases transferred to Norris. She
13 told him this change was due to Brown's health issues which made it hard for him to practice law
and because he had a suspension approaching. Granillo never heard this directly from Brown.
14 (RT 2/10/25 at p. 242:1-24.) Pak directed him to contact the mass tort clients and tell them that
15 "Mr. Norris is going to absorb and take over Mr. Brown's mass tort claims, and that . . . the same
16 staff and the same office were going to be working the cases." (*Id.*, at p. 243:6-21.) He
17 confirmed that the various email communications with clients and scripts introduced into
evidence were generally the types of communications that Pak directed him to send to existing
18 clients to persuade them to transfer their cases to Norris. He confirmed that Norris was not an
19 associate of the firm, nor a branch or division of the Brown firm. (RT 2/14/25, pp. 67-87.)
Granillo also confirmed that though he worked on legal matters for the Norris law firm at times
before his departure in June 2020, he was always paid with a check drawn from the Baird Brown
law firm. This amount was never quantified. (*Id.*, at pp. 87-88.)

20 *Testimony of Taurin Robinson*

21 Defendant Taurin Robinson, a law clerk with the firm, also provided testimony. He
22 explained that he worked for the Brown firm from 2017 until the end of 2020. (RT 2/28/25 pp.
58:21 – 59:20.) He began to work as a legal assistant for the Norris firm in January 2021. (*Id.*)
23 He explained that he did some work "here and there" for Brown after the suspension. (*Id.*, at pp.
59:1-60:11.) His paychecks throughout 2020 were issued by the Brown law firm. However, he
24 contends that when he did work for Norris, he was separately paid by Norris. (*Id.* at p. 60:12-
25 23.) Robinson, like Granillo, was asked to communicate with clients to ensure their smooth
transition to the Norris law firm. (*Id.*, at pp. 63-67, 70.) Robinson testified that he believed what
he was doing was in Brown's best interest and at his instruction because Brown told them to
26 transfer the cases to Norris's firm. (*Id.*, at p. 74:16-75:15.) He denied Brown having any
27 memory issues in 2019 and 2020. (*Id.*, at p. 79.)

28 Robinson claims that he participated in a Zoom meeting sometime during the early part of

1 the Covid lockdown (and Brown's suspension) when they were all working from home; Brown
2 instructed them during this call to transfer all of the cases to Norris.⁶ During this call Brown
3 instructed them on how to transfer the cases, expressed a disinterest in continuing to practice law
4 and told them that if they had any questions regarding cases to take the questions to Pak. (RT
5 2/28/25, at pp. 80:2-83:3.) He explained that the process of transferring cases was confusing and
6 difficult, but the staff did the best they could. (*Id.*, at pp. 83-84.) He clarified that Brown was
7 fairly hands off in the transfer process but nonetheless directing it. Norris played no role in
8 directing the transfer process. (*Id.*, at pp. 88:4 – 89:4.)

9
10 *Testimony of Donald G. Norris*

11 Norris was questioned at length about his role in the transfer of cases and his counterclaims.
12 His testimony was at times argumentative, self-serving or evasive. Some of this may be
13 explained by the considerable hostility expressed by all of the attorneys towards each other –
14 clients and their counsel – which may have made Norris unusually combative. Thus, he was
15 unnecessarily cautious about identifying documents and sometimes contradicted himself about
16 what he had signed and what he had not signed. This caution made him appear evasive or less
17 than credible at times.

18 Nonetheless, Norris did present credible testimony about his first encounter with
19 Michelle Pak and the process by which he agreed to undertake to continue to represent many of
20 Brown's clients as Brown wound down his law practice. Norris met Pak in May or June 2019,
21 through an introduction by a mutual friend. (RT 3/5/25 at pp. 5-6.) Norris had known Brown by
22 reputation previously and had even referred cases to him, as he knew him to be a competent and
23 experienced attorney. (*Id.*) Pak told him that Brown wanted to stop practicing law, as he had
24 recently been diagnosed with Parkinson's and he was looking for someone to transfer hundreds
25 of cases too, many of which were product liability mass tort cases. Pak proposed that she remain
as an office manager to manage the staff and obtain leads. He believes at their first meeting she
proposed the same type of financial arrangement she had with Brown, namely a 50/50 split. (RT
3/5/25 at pp. 6-9.)

26 Norris told Pak he was interested in the prospect, and she arranged a meeting in the
27 second or third week of July between Brown and Norris. (RT 3/5/25, pp. 12-13.) Before the
28 meeting, Pak assured Norris that Brown wanted to go ahead with transferring the cases. (RT
3/5/25, pp. 15:27-16:4.) At the meeting in July 2019, Brown told Norris that he did not want to
practice anymore and that he intended to retire. He stated that he wanted to transfer his cases
over to Brown and would do whatever was needed to facilitate the transfer. Norris explained
that he was interested but not certain he wanted all the cases, as he did not know anything about
them. (RT 3/5/25 at pp. 12-13.) Significantly, Norris admitted that Pak began to purchase
leads for his firm in June 2019, well before the meeting between Norris and Brown. He claims
that Pak told him that Brown had given his blessing to this arrangement. (RT 3/5/25, pp. 131-
132.) Pak told him that she was paying for leads using her own money, but did not disclose to
him that she was passing that money through the Brown business account. (*Id.*, at pp. 133-136.)
Norris viewed the money that Pak paid for leads to obtain clients to be loans to his law firm,
which would have to be repaid. (3/5/25 at pp. 137-142.)

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1 The only group of cases for which there was a written agreement between the parties
2 related to litigation over testosterone cream, referred to as the “Androgel cases.” (RT 3/5/25, pp.
3 13:28 –14:24.) Norris testified that he received an email “out of the blue” drafted by Brown,
4 which provided that Norris would complete the cases and receive 20% of the attorney fees in
exchange. (RT 2/28/25, pp. 13-20.) Through Norris’s testimony and Exhibits 1, 2, 3 1446, and
5 1686 to 1688, it is clear that Brown was well aware that Pak was acting as Norris’s manager, as
6 Brown exchanged multiple emails with her about the split of the Androgel fees in the November
7 2020 period, in which Pak was negotiating on behalf of Norris, not Brown. (RT 2/28/25 at pp.
8 25-36 and Exh. 1446.) Norris testified that Brown was fully paid his 80% of the Androgel fees.
9 (RT 3/5/25, p 15.) Brown never asked for a fee split on any of the other cases that were
10 transferred to Norris. (RT 3/5/25, pp. 67-68.)

11 Norris had no good explanation why there was no written agreement between himself and
12 Brown for the transfer of the other mass tort cases. (RT 2/28/25, pp. 37-40.) Norris testified
13 simply that they had an oral agreement that Norris would be taking over these other cases,
reached initially in July 2019, and then affirmed by their conduct and subsequent conversations
over the next many months. (*Id.*) Defendants’ counsel established that even though Brown had
Norris’s email and phone number, Brown never wrote to him (or spoke with him) to demand
payment on any case or to express disagreement with Norris’ involvement in these cases until
years later in 2023. (RT 3/5/35 pp. 14-15.)

14 With respect to the Roh case, Norris testified that the case had been filed by Brown on
15 behalf of an injured truck driver. Norris believed that it could be a high value case due to the
nature of the plaintiff’s injuries and need for significant future medical care. When he became
16 aware of the case, very little had been done and no discovery had been taken. He was able to go
17 into the Brown office’s SugarSync system and see the work that had been done, as well as what
had not been done. Norris put “a lot of hours” into the case, including conducting all discovery
18 and handling settlement negotiations. While the Parish Shea & Boyle case had done some work
on the case, Norris concluded that their work on the case had terminated upon an early mediation
and that their lien had no validity. The Parish firm ultimately dropped their claim for payment.
19 (RT 3/5/25, pp. 68-73, and Exh. 416.) Norris confirmed that the case ultimately settled for \$2.5
million, from which the Norris law firm took attorney fees of \$632,000. While they were entitled
20 to more, Norris personally only received approximately \$60,000 from the Roh settlement, as
over \$500,000 was used to buy new leads, pay off loans from Pak, and pay office expenses. (*Id.*
at pp. 74-77, and Exh. 1656.) He conceded that \$261,000 of the attorney fees was transferred to
21 Pak but cannot reconstruct precisely what that payment was for, as all of his notes were taken by
22 the Whites and plaintiffs on October 21, 2023. (*Id.*, at 78-79.)

23 Norris concedes his firm also received a large settlement for the “Roundup” mass tort
24 cases, for which Pak was paid \$874,000. He testified that this constituted repayment to Pak for
25 the money she had paid to purchase leads of clients in the Roundup cases. (*Id.*, at 79-80.)

26 At Pak’s direction, sometime in July 2019, Norris drafted a compensation agreement to
27 govern her work with his firm. Although he drafted it at Pak’s direction, Pak told him that
Brown had reviewed it and told her it “looked good.” (RT 3/5/25, p.16:20 - 17:9.) Brown
28 explained he never signed the agreement because he was not sure it was “kosher” under the
ethics rules and he wanted to see how their business together progressed. (3/5/25, pp. 17:12 –

1 18:2.)⁷ While Norris declined to sign this agreement which would have given Pak 90% of his
2 practice's net profits, after cases settled, it was his practice to decide a "fair" amount to pay Pak
3 based on the hours she had worked and other unspecified factors. He also sought to ensure that
she was repaid for any loans she had made to the firm or advanced to buy leads. (RT 3/5/25 at
pp. 62-65.)

Norris was aware that Brown's cases were being transferred to him, commencing in the first quarter of 2020, although there may have been a few that transferred in December 2019. Brown never voiced any objection to the transfer and Norris believed that he was fully on board with the plan to wind down his practice and transfer his cases to Norris. (RT 3/5/25, p. 18:3 - 19:28.) Norris played no role in the transfers, which were handled entirely by Brown's office staff. He denies directing the process or being involved in the paperwork or interactions with clients. (*Id.* and RT 3/5/25, pp. 82:24-83:6.) There was no evidence presented by plaintiff to show that he participated in the process.

10 Although Norris had wanted to move all of the case files to his own office in downtown
11 Los Angeles, Pak persuaded Norris to continue to handle the cases out of the Brown
12 law offices in Korea town. She told Norris that Brown felt more comfortable keeping them in
13 his own office because they had once been his clients and he wanted Norris to continue to use his
14 staff to work on those cases. (RT 3/5/25, at p. 59.) Norris never discussed the rent of the Korea
15 town offices with Brown. Instead, Pak told him that “she was covering it.” He does recall being
asked to pay \$15,000 towards the rent at some point by Pak, which he did, but he does not recall
the specifics. (*Id.*, at p. 59:26- 60:24.) He did not provide any testimony or evidence to
establish that he paid any other office expenses, rent, or staff costs for the Wilshire Avenue
offices during the period in question (April 2020 to October 21, 2023).

Norris confirmed that Brown represented Norris and Brown in malpractice litigation brought against both of them by an heir to one of their clients, known as the "Mick case." (3/5/25 pp. 21:8.-p. 22:13.) Throughout his representation of Norris on that case, Brown never mentioned that he believed he should have been paid by Norris for any of the cases Norris had been handling. (*Id.*)

Norris was not present when the Browns and their attorneys went to the offices on Wilshire on October 21, 2023, and ejected Pak and Norris. He met with the Whites a few days afterwards at Starbucks. At that meeting, the Whites accused Norris of having stolen cases from Brown, which Norris denied; he explained to the Whites that the cases had been transferred to him by Brown. Norris told the Whites that there were many files in the office belonging to his clients – clients who had never been represented by the Brown law firm – to which he needed access. The Whites agreed that Norris could go with them to the suite to identify those files, which they did that same day, but Norris claims he was only provided 45 minutes to go through

25 ⁷ The court observes that both firm's agreements with Pak were unsavory and may have
26 bordered on unethical. Because both firms appeared to employ this same unusual business
27 model of paying for leads to solicit clients and then at times appearing to pay Pak, a non-lawyer,
28 a percentage of fees recovered, neither complained about the other's practices or presented law
or argument about these practices. Accordingly, the court does not express any opinion or
findings about the legality or ethics of these practices, beyond observing that both lawyers seem
to have used poor judgment and disregard of ethical constrictions in their involvement with Pak.

1 the file cabinets – not enough time to review them all. (RT 3/5/25, p. 87:1- p.89:8.)

2 Norris claims that he had his laptop with him during the Starbucks meeting and that his
3 laptop was left permanently “on” in his computer bag, such that anyone could gain access to all
4 of files on that computer simply by refreshing the screen; one did not have to enter a password.
5 He testified that after he left the Wilshire Suite, he realized that he did not have his lap top bag.
6 He went back to Starbucks to look for it, but it was not there. He then called the Whites at the
7 Wilshire office and asked them whether he had left the bag in the suite. He claims the Whites
8 refused to let him enter to look for it. Subsequently, he received some “strange” communications
9 from his File and ServeXpress account (required for filing and service in certain cases), which
10 indicated that the Brown firm was interfering with his ability to receive court documents. He
11 was not able to place a cost on this alleged interference with his files and the court found his
12 testimony highly speculative. (RT 3/5/25, pp. 94-104.) The court is not persuaded that the
13 plaintiffs or the Whites stole and accessed his laptop; there was insufficient evidence presented
14 as to why an error occurred with Norris’s File and ServeXpress account.

15 Prior to October 21, 2023, staff at the Wilshire office answered the phone: “Law Office
16 of Baird Brown and Law Office of Donald Norris.” After that date, if someone called asking for
17 Norris or his firm, the person answering the phone would state: “Mr. Norris is no longer at this
18 number.” (RT 3/5/25 pp. 107:17 –109:17).⁸ Norris did sign a stipulation on October 31, 2023 –
19 he claims under duress -- in order to recover client files and computers and related equipment,
which plaintiffs had taken on October 21, 2023. (RT 3/5/25, p. 110:10-116:6, Exhs. 1694 and
15558.) Norris explained that these files belonged to clients who had never been represented by
Brown; Norris needed to obtain these files to contact them and to represent them. (*Id.*) Despite
signing the agreement, plaintiffs never returned the client files to Norris, nor did they return
Pak’s computer, which had a lot of information on it which was not maintained on any of their
other computers. Due to the actions of the Browns and their counsel, it was impossible for the
Norris firm to contact their clients, or to access critical information, such as their birth
certificates and medical files. (*Id.*, at pp.116:7- 117:23.) Norris refused to have the records
scanned by plaintiff’s counsel because, he explained, it would have meant that attorney client
communications and client documents were being viewed and retained by someone other than
their counsel. (*Id.*, at 117:24-119:1.)

20 **IV. PLAINTIFFS’ CLAIMS**

21 ***A. Claims Against Taurin Robinson***

22 There is no evidentiary basis for holding Robinson liable under any theory advanced
23 in the complaint. The record is devoid of any proof that Robinson engaged in fraud,
24 misconduct or breached any fiduciary duty. At the time of the relevant events, Robinson
25 was a law student and junior employee who acted solely under the direction of Brown,
Norris and Pak. (RT 1/28/25, Robinson, direct, 88:13-89:4.) He had no decision-making
26 authority, no control over client funds or firm assets, and received no financial benefit from the
alleged conduct. (RT 1/28/25, Robinson, direct, 93:27-95:1.) Robinson never received any

27
28 ⁸ Notably, the suite of offices still only said “Law Offices of Baird Brown” as of October 21,
2023. (3/13/25, pp. 119, 21-28.) The Norris Law Firm was never identified on the suite’s outer
doors.

1 settlement funds or other compensation despite his salary. (RT 1/28/25, Robinson, direct, 93:27-
2 95:1.) Brown testified that only he and Pak had access to the firm's bank accounts. (RT
3 1/28/25, Brown, cross, 18:9-19:2.)

4 When initially asked what Robinson did wrong, Brown responded that Robinson
5 had facilitated transfers of money from the Brown Law bank accounts. (RT 1/28/25, Brown,
6 cross, 27:5-10.) However, when confronted with his earlier testimony that only he and Pak
had account access, Brown conceded, “[t]hat's a fair point. Maybe he didn't.” (RT 1/28/25,
Brown, cross, 27:11-28:4.) When asked whether Robinson did anything else wrong, Brown
admitted, “[n]othing else comes to mind.” (RT 1/28/25, Brown, cross, 28:5-7.)

7 ***B. Claims Against Donald G. Norris and Donald G. Norris, A Law Corporation***

8 The court prefacing its findings of fact and conclusions of law with respect to the claims
9 brought against Norris and his law corporation with the critical finding that Brown practiced
10 alone prior to his suspension and thereafter. Brown never had a partner, associate, or “of
counsel” attorney associated with his firm to assist him with the practice of law. (RT 1/23/25 at
11 p. 34:2-14.) He admitted that when he was sick with Covid for an extended period in 2022, there
12 was no attorney handling any of his cases to his knowledge and he was not bringing in any new
cases. His wife confirmed this. When asked how he was paying his staff, he stated that he did
13 not recall. (*Id.*, at p. 34:15-36:16.) He did have various paralegals working for him, all non-
attorneys, and an office manager, defendant Michelle Pak, who was actively engaged in helping
14 him attract clients and run his law practice. Neither Pak nor the various legal assistants could
legally practice law or handle legal matters without Brown's active participation and supervision.
15 Thus, for the three months that he was suspended, no work could take place on any of these cases
without some lawyer other than Brown being responsible for the work. According to Brown, he
16 did not arrange to hire an attorney or associate in an attorney to handle the work during his
suspension; he simply sent notices to clients to let them know there were two attorneys they
17 could call if they had a concern: Norris and another contract attorney named Davis.

18 In addition, Brown and his counsel provided no explanation as to what lawyer was handling
19 his practice when he had back surgery and a long recovery at the end of 2019 and early 2020;
20 who handled it during his suspension in 2020 and who handled it when he was on a ventilator,
hospitalized or in rehab through much of 2022. Either Brown agreed to have Norris take over
21 the practice, as Norris testified, or Brown was planning to have non-lawyers run his practice,
which would be illegal. The court finds it more likely than not that Brown accepted that he
needed to transfer his cases to another attorney, here Norris, due to his declining health. Further,
22 the court finds it more likely than not that due to his many health issues and cognitive decline,
when he looked back into the affairs of his office in 2023 (after nearly three years of inaction on
23 his part), he had forgotten that he had agreed to the transfer. The court believes that in 2023 and
thereafter he was truly bewildered about what had transpired. Having not shared any of this
24 information with his wife, she justifiably was concerned that Pak and Norris had colluded to
push her husband out.

25
26 Indeed, Brown admitted that after his suspension concluded at the end of June 2020,
27 whatever work he did on his cases thereafter was “fairly minor.” (RT 1/23/25 p. 46:24-28.) He
28 could not recall at the time of trial any work he had done on any case, or whether he had even
gone to court on a case. (*Id.*, at p. 47:1-28.) Notably, no evidence was presented by plaintiffs'

team to show that he had in fact performed legal work on a single case after his suspension on April 1, 2020. (RT 1/23/25 at p. 54:21-62:10.)

Also very telling is Brown's agreement with Norris on the Androgel case. The parties signed a written agreement, which Brown did not dispute, giving Norris 20% of the fees to be recovered on these cases. Not only does this completely bely Brown's claim that he had no meetings or agreement with Norris in the 2019 period, but it also supports defendants' contention that Brown understood he needed help and needed to transfer his cases to a new lawyer; why would a healthy active attorney who had performed considerable work on lucrative mass tort litigation give 20% of the future recovery to an attorney he did not know, who would do nothing on the case?

Brown admitted that he did represent Norris in a legal malpractice case brought against Brown and Norris relating to a case referred to as the "Mick case." (RT 1/22/25 p. 128:6 –132:4.) He admitted to filing an answer on behalf of himself and Norris in December 2020. (1/27/25 am, p. 72:6 -76:2, and Exh. 15534.) He claims that Norris was unhelpful in providing him with information and that he had no idea Norris had any involvement in the Mick litigation. (*Id.*) The court finds this hard to believe given that Brown admitted that he undertook to represent both of them when the Mick family filed suit against them for missing the statute of limitations. The court questions why Brown would represent Norris unless he thought Norris was working on the case either as his associate or co-counsel. Brown never explained why he would represent Norris if he had no relationship with Norris or knowledge that Norris had assumed responsibility for any of his cases.

Brown also admitted on cross-examination that in the 2020 period, he received emails from the Law Offices of Don Norris, attaching draft notices of letters to send to clients. One of those letters informed clients that Brown had been suspended from practice; the other advised that Brown would be "stepping away from [the] case" and advising them that Norris would be contacting them to discuss transfer of the case to Norris. (Exh. 15505.) Even though these were not the ultimate notices sent to clients, they do show that Norris and Brown were in email discussions about how best to inform clients of Brown's suspension and to transition the work to Norris. (RT 1/23/25 p. 43:3 – 45:23.) Brown did not deny that he had received these emails. In addition, the court received into evidence text messages between Pak and Brown from the June 2020 period where they discussed transferring cases to and from the Norris office. (RT 1/28/25 p. 31:2- 38:6 and Exh. 1573, pp. 6-8.)

Brown admitted that he continued to have access to his bank accounts (business and client trust accounts) in 2019 and 2020. (RT 1/23/25 at p. 51: 2-24.) When shown his business bank account statements for 2020 and 2021, which showed a precipitous reduction in revenue, he conceded that he had access to these accounts but does not recall there being a reduction of income. (RT 1/28/25 at pp. 18:5 -22:8.) The court concludes from these records that either Brown did not bother to look at them because he was utterly disengaged from his practice, or he looked at them and was not bothered by what he saw, because he knew that his law practice had been effectively transferred to Norris, thereby necessarily reducing his income.

Indeed, had Brown been actively engaged in any of his federal mass tort cases, he would have seen that substitutions of counsel had been filed in each of them, replacing his name as counsel of record with that of Donald Norris. The execution of substitutions of attorney further

1 confirms that Norris assumed representation of Brown's former clients with no objection raised.
2 (Def. Exs. 15555, 1692; Pl. Exs. 1653–1655.) Again, either Brown knew and consented to these
3 substitutions, or he was not monitoring his federal practice for over three years. The court finds
4 it is more likely than not that he consented to these substitutions; not that he engaged in
deliberate malpractice or unethical conduct.

5 Finally, the email exchange between Brown and Pak in June 2023, the questions posed by
6 Brown to Granillo in June 2023, and the series of text messages spanning March 26, 2020 to
7 June 2023 (Exh. 1573) strongly support the court's conclusion that Brown was not doing
anything to actively supervise and manage his cases after he was first suspended on April 1,
8 2020, but rather understood that the law practice was being run by Norris. (RT 3/4/25, pp. 49-
50.) That Brown had no idea what the status of his various cases was in June 2023 means he had
not been supervising them or moving them forward. Had he attempted to take any action on
behalf of any of his cases in the period between April 1, 2020 and June 2023, he would have
realized that he had been substituted out in early 2020 and that another attorney, Donald Norris,
had been handling many of these matters.

11 **I. Claim for Theft and Conversion Against Norris and Norris Law Corporation – (Cal.
12 Penal Code § 496(c))**

13 Conversion requires that Plaintiffs prove ownership or a right to possess specific
14 property, that Defendants substantially interfered with that property through unauthorized
conduct, and that Plaintiffs were harmed as a result. (*Fremont Indemnity Co. v. Fremont General
Corp.* (2007) 148 Cal.App.4th 97.)

15 Plaintiffs did not establish that the Norris defendants took or retained plaintiffs' property.
16 Plaintiffs failed to prove that Norris wrongfully obtained any clients or retained funds received in
settlement for those clients which rightfully belonged to plaintiffs. The court finds that Brown
17 voluntarily transferred the contested cases to Norris, commencing in 2019, because of his desire
to wind down his practice and withdraw from the active practice of law given his significant
18 health issues, and later, his suspension by the state bar. While Brown's cognitive function was
profoundly impaired at trial (and was significantly impaired as early as January 2022 when he
nearly died from Covid), all witnesses agreed that Brown was functioning well enough in 2019
19 and 2020 to understand that he was voluntarily transferring his cases to Norris, to cooperate in
that process, and to negotiate many aspects of it. Anyone dealing with him during that process,
20 including but not limited to Pak and Norris, would reasonably have believed that he had full
capacity to make the decision to wind down his practice and transfer his cases. The court
21 concludes that any deceptive practices which were instituted – and there were misstatements
made to clients to grease the wheels of moving clients to a new law firm – were conceived and
22 executed by Pak. The court finds that Norris had no knowledge of the communications being
sent to clients and did not conspire or assist Pak or the other legal assistants at the firm to send
any of those misleading communications. While the court disapproves of the wording of the
23 communications, that conduct does not constitute theft or conversion, since the evidence
overwhelmingly supports the finding that Brown agreed to transfer these cases to Norris. If the
means used were deceptive in any way, that does not transform the transfer itself into actionable
24 theft or conversion. The deceived parties, if any, were the clients, not Baird Brown.

25 In their closing brief, plaintiffs did not advance any argument that the Norris defendants
26

1 had taken or converted personal property in the suite of offices out of which Norris and Pak
2 worked. In any event, there was no specific evidence presented as to any particular items of
3 personal property which were converted; thus, any such claim would fail as well.

4 ***2. Interference with contractual relations between Brown Law Firm and its clients.***

5 For the same reasons discussed above, the court finds that plaintiffs have failed to
6 establish by a preponderance of the evidence that defendants wrongfully interfered with the
7 agreements between the Brown Law Firm and its clients. Baird Brown voluntarily decided to
8 withdraw from representation on the cases at issue here, to substitute the Norris Firm as counsel
on those cases and to transfer any cases which were just at their outset to the new firm. Thus,
there could be no interference with relations, since Baird Brown himself had decided to
terminate those relationships.

9 ***3. Unfair Business Practices***

10 Plaintiffs contend that defendants engaged in unfair competition, both at common law
11 and in violation of Business & Professions Code §§ 17200, et seq., by 1) Using fraud and deceit
12 to steal Brown Law clients; 2) Appropriating the services of staff personnel on Brown Law's
13 payroll; 3) Appropriating use of Brown Law's exclusive offices, Suite 980; 4) Using
14 BrownLaw's address and phone number for the Norris/Pak Firm; 5) Incorporating a headshot
and the professional background of Brown into the new website for the Norris/Pak Firm
(dnorrislaw.com); and 6) Passing off Norris as being closely associated with Brown Law.

15 As stated above, there was insufficient evidence presented to support a claim for unfair
16 competition based on alleged theft of Brown Law clients. The court also finds that there was
17 insufficient evidence that the Norris firm appropriated the services of staff personnel, used the
18 Brown law office suite, or used the Brown Law Firm address and phone number. The court finds
19 that Brown gave permission to Pak and Norris to use his staff, office suite, and office phone, at
20 the same time that Brown required Pak to use the suite and staff to finish up his remaining cases.
21 Brown had access to the financial books, the office, the case files (through SugarSync), and the
22 court records (through Pacer and other means), which would have clearly revealed to him that
23 work was being done out of the suite by Norris and Pak, starting as early as his suspension in
24 April 2020. The court concludes that Brown accepted this arrangement. To the extent that
25 Brown believes and now claims that office expenses, staff time, and rent should have been paid
26 by the Norris office, either in whole or in some shared manner, no evidence was presented by
plaintiffs to quantify any costs (payroll, rent or otherwise) that they paid, which should have
been paid by the Norris firm, at least through October 21, 2023. There was no evidence that
Brown continued to put any money into the firm after April 2020. Pak testified that she did put
money into the business account or otherwise paid office expenses herself. Given this record,
the court finds plaintiffs have failed to establish unfair competition as a result of Norris and
Pak's use of the staff and the physical office, address and phone number through October 21,
2023.

27 However, plaintiffs did establish that Pak negotiated a reduction in the lease which
28 included a balloon payment, which Brown has been left to pay, despite the fact that Pak and
Norris benefited from the reduction in rent through the end of October 2023. As discussed
further below, the court finds that plaintiffs have established that Pak breached her fiduciary duty

1 to Brown by negotiating a balloon payment, using the office suite for her new business with
2 Norris and not paying her share of the balloon payment. There was no evidence that Norris
3 participated in this breach or was even aware of it.

4 With respect to the claim that Norris violated Business & Professions Code Section
5 17200 by using Brown's likeness on Norris's website, the court finds that the evidence is unclear
6 whether Brown's photo and bio was visible to the public and, if so, for how long. The court
7 finds credible Norris's testimony that he did not direct that Brown's image be used. The only
8 evidence of Brown's image being visible to the public shows what appears to be a website under
construction. Assuming, arguendo, that it was visible to people accessing Norris's website for
some uncertain period of time, the court finds that no damage has been established, nor can be
presumed. Under the circumstances, plaintiffs have failed to prove that the website photo and bio
constitutes an unfair business practice.

9 Finally, the court does find that it was deceptive advertising to describe Norris as an
10 associate of the law firm or his firm as a division of the Brown law firm in letters sent to the
11 clients. The description might have misled clients to believe there was a long-standing
relationship between the two firms or attorneys, that Norris was in fact covered by Brown's
12 malpractice insurance, or that the two firms were one and the same. These letters should have
been drafted in a way that did not create a false impression of a prior or existing relationship
between the two firms. But these communications, while deceptive, did not cause any damage
to the Brown law firm or deprive it of any money which could be restored, given that the court
13 finds that Brown approved the transfer of all of these cases to Norris. Further, the court finds
14 that Brown was actively running his office in 2019 and early 2020 and had full access to these
15 letters that were being sent to clients. Thus, he would have approved these mailings, even if he
16 no longer remembers that he did so. Plaintiffs have failed to establish any basis for recovery
under Section 17200.

17 C. Claims Solely Against Pak -- Breach of Fiduciary Duty

18 Judge Recana determined that Pak owed a fiduciary duty to Plaintiffs from 2015 to at least
19 April 1, 2020. (Order, 11/20/2024, pp. 6-7; emphasis added.) Brown confirmed that she held a
20 trusted position in his firm from at least 2015 through the spring of 2023. (1/23/25 at p. 22, ln 11
21 to 25, ln. 8.) The court finds that Pak continued to owe Brown a fiduciary duty through October
22 21, 2023, at least with respect to the handling of the cases and work she continued to manage for
him during that period. Pak did not persuade the court that all such work was completed by that
23 time. As such, he continued to require her undivided care and loyalty for the handling of those
cases and management of his finances relating to those cases. Judge Recana set forth those
duties:

24 "Every employee owes his or her employer duties of undivided care and loyalty."
25 (*Janken v. GM Hughes Elecs.* (1996) 46 Cal.App.4th 55, 74.) "California law does
not authorize an employee to transfer his loyalty to a competitor. During the term
of employment, an employer is entitled to its employees' 'undivided loyalty.'"
26 (*Fowler v. Varian Assocs.*, (1987), 196 Cal.App.3d 34, 41 [finding a former
marketing manager owed a fiduciary duty to his former employer, which the manager
breached when he attempted to compete directly with his former employer].)
27 "During the term of employment, an employer is entitled to its employees'
28

1 ‘undivided loyalty.’” (*Stokes v. Dole Nut Co.* (1995) 41 Cal.App.4th 285, 295.)
2 (Order, 11/20/2024, p. 6; emphasis added.)

3 Those duties were further elaborated upon by the court of appeals in *Huong Que, Inc. v.*
4 *Luu* (2007) 150 Cal.App.4th 400:

5 The duty of loyalty embraces several subsidiary obligations, including the duty “to
6 refrain from competing with the principal and from taking action on behalf of
7 or otherwise assisting the principal’s competitors” (Rest.3d, Agency, § 8.04), the
8 duty “not to acquire a material benefit from a third party in connection with ...
9 actions taken ... through the agent’s use of the agent’s position” (id., § 8.02), and the
10 duty “not to use or communicate confidential information of the principal for
11 the agent’s own purposes or those of a third party” (id., § 8.05(2)).

12 (*Huong Que, Inc. v. Luu* (2007) 150 Cal.App.4th 400, 416.)

13 1. *Breach of fiduciary duty by Pak relating to alleged theft of clients*

14 Part of plaintiffs’ breach of fiduciary duty claim against Pak rests on the unsupportable
15 factual contention that Pak used fraud and deceit to steal existing clients and potential new
16 clients from Brown so that she could go into active competition with him when she was still
17 purporting to work as his office manager. The court agrees that had Pak transferred Brown’s
18 cases, solicited the clients to switch firms, purchased new leads for Norris – all without Brown’s
19 knowledge and consent – she would clearly have breached her fiduciary duty to Brown. But the
20 evidence does not support plaintiffs’ version of events. As discussed above, the court finds that
21 Baird Brown voluntarily withdrew from many of his cases, encouraged Pak to work with Norris
22 to create a new mass tort practice for Norris’s own firm, agreed to the substitution of Norris as
23 counsel of record on his existing cases, and consented to her using his office with Norris to
24 create a new practice, while wrapping up Brown’s few remaining personal injury cases. Having
25 consented to Pak playing this dual role, Brown cannot claim she breached a fiduciary duty to him
26 and his firm.

27 2. *Breach of fiduciary duty by Pak in the Use of Firm Money to Purchase Leads*

28 Separately, plaintiffs contend that Pak breached her fiduciary duty to plaintiffs by using
29 money in the Law Office’s business money (BofA account #3119) to purchase \$653,500 in
30 leads in 2019. Those purchases are as follows:

31 May 14, 2019 wire transfer of \$195,000 to B Partners. (Tr. Exh. 7, p. 38.)
32 May 31, 2019 wire transfer of \$48,500 to SMG (Tr. Exh. 7, p. 38)
33 June 3, 2019 transfer of \$100,000 to SMG (Tr. Exh. 7, p. 48)
34 August 19, 2019 transfer of \$40,000 to OPL (Tr. Exh. 7, p. 64)
35 October 21, 2019 transfer of \$135,000 to B Partners (Tr. Exh. 7, p. 86.)
36 October 22, 2019 transfer of \$135,000 to B Partners (Tr. Exh. 7, p. 86.)

37 These are the transactions fairly presented in plaintiffs’ closing brief and at trial. These
38 are the only transactions which the court considers further as a result of the objections lodged by

1 plaintiffs.

2 The court asked for further briefing from Pak's counsel to explain the source of these
3 funds and to respond to the objections. The court finds Pak's explanation unhelpful in many
4 respects or not squared with the evidence presented. The court discusses each of these
transactions further below.

5 It is undisputed that Pak purchased leads from several firms at a total cost of \$653,500 in
6 2019 for use by the Norris firm. The evidence also showed that some of these funds originated
7 in the Brown Client Trust Account, were transferred by Pak to the Brown Business Account
8 (account ending 3119) and were then wired by Pak to third parties to purchase several tranches
9 of client leads. The court finds that Pak had full authority and access to both of those accounts
10 pursuant to her agreement with Brown. The court also finds that Brown was writing checks from
11 the same two accounts in 2019 and so would have been aware of these transactions but made no
12 objection. The court finds that Brown knew that Pak was purchasing leads (because of the name
13 of the payee) but did not know that she was purchasing leads for the Norris firm as opposed to
14 the Baird firm. Plaintiffs met their burden at trial of establishing that some of these funds either
originated in the Baird Brown Client Trust Account or the business account, which would
constitute a breach of fiduciary duty if those funds were used for anything other than the benefit
of the firm and/or Brown. Thus, the burden shifted to Pak to establish that these funds, in fact,
belonged to her to use as she elected. The court finds that Pak has not met that burden with
respect to all of these transactions. Moreover, Pak's explanation for the source of these funds
was not credible in some respects.

15 In her response to plaintiffs' objections filed on November 3, 2025, Pak claims that the
16 disputed purchases of \$635,500 in leads for the Norris firm "were funded by Ms. Pak through a
combination of direct contributions and assumed obligations:

- 17 • \$335,000 wired into BrownLaw's account from Ms. Pak's personal funds (Ex. B,
18 Trial Tr. 2/14/25 at 50:15–28, 52:4–6)
19 • \$230,000 from a loan originally made to Mr. Brown by Carolina Navarro, which
Ms. Pak assumed (Ex. B, Trial Tr. 2/14/25 at 51:5–58:10; Ex. C. 3/7/25 at
123:6–13, 124:1–12)
20 • \$100,000 retained earnings credit established on February 26, 2019, when
BrownLaw issued \$215,000 to Mr. Brown and \$115,000 to Ms. Pak's company,
USCV (Ex. B, Trial Tr. 2/14/25 at 53:1–2; TrEx 7, p. 13)

21 (Response of Defendant/Cross-complainant Pak to Plaintiffs' Objections to Court
22 Proposed Statement of Decision, p. 3.) As explained further below, these assertions do not
23 establish that all of these lead purchases were funded by Pak's own money or money she was
24 owed under her profit-sharing agreement with Brown.

25 The first transaction that the Browns challenge as suspect was a \$195,000 payment from
26 the Brown Business Account (3119) dated May 14, 2019 to purchase leads from a company
referred to as "B Partners." The bank records show that this same amount was transferred by
27 Pak to account 3119 a day before from the BrownLaw client trust account. (Exh. 8, p. 27.) The
same is true for the next purchase of leads made on May 31, 2019 in the amount of \$48,500,
(Exh. 7, p. 38.) The evidence shows this money was paid out of the business account by Pak,

1 following a deposit into the account from the client trust account by Pak. (Id.) Thus, by the end
2 of May 2019, Pak had taken \$243,500 out of the Client Trust Account to purchase leads for
Norris.

3 Pak explained these expenditures as follows: She claims that as of May 14, she had an
4 earnings credit of \$100,000 in the Client Trust Account from February 2019 because in February
5 BrownLaw had issued \$215,000 to Brown and \$115,000 to Pak's company USCV, shorting her
by \$100,000. She also presented evidence that she had a credit of \$230,000 with BrownLaw
because she had assumed a loan in that amount owed by a former client to Baird Brown. That
evidence was not refuted and was corroborated by the client, Carolina Navarro. (3/7/2 Tr.
136:20-26.) Moreover, Pak presented evidence that the court found credible that Brown was
reviewing all of these transactions and raised no objections to them. As stated elsewhere in this
opinion, Brown was competent in 2019 and handling his business affairs. Moreover, he knew
the leads were not being purchased for the Brown firm because he was stepping back from the
firm, transferring his clients to Norris and not intending to practice law in the future. (He could
not have intended Pak to be purchasing hundreds of leads for his own firm, since he had no
lawyer (other than Norris) associating in to handle these cases.

Nonetheless, Pak was responsible for managing the payments and the books and her
accounting practices likely were confusing to Brown. Her testimony that she had an earned
income credit of \$100,000 as of May 2019 was demonstrated to be false by the records submitted
and the testimony of plaintiffs' expert Holstrom. Indeed, by May 14, 2019, Pak had already
transferred \$40,000 (two checks of \$20,000) to herself from the business account, reducing any
credit to \$60,000. The evidence presented also showed that by October 14, 2019, she had
transferred another \$75,000 to her company, without comparable payouts to Brown. (Exh. 7.)
Thus, the \$100,000 credit was ephemeral. At best, plaintiffs admit Pak had a credit of \$20,000
by the end of 2019. (See Brief, at p. 7, lns. 11-15.)

Accordingly, the court finds that Pak has presented adequate evidence that she had
\$230,000 in a credit, justifying her transfer of \$230,000 of the \$243,500 from the client trust
account in May 2019 to purchase leads. She has not adequately explained the additional \$13,500
she transferred in May.

Turning to the June 3, 2019 wire transfer of \$100,000 from the business account to
purchase leads from SMG, plaintiffs failed to establish that this expenditure was improper.
Immediately before this wire transfer out, Pak wired \$200,000 of her own money into the
account. (Tr Exh. 7, p. 48.) Even if her testimony about this transfer was confusing at trial, that
testimony did not make this transaction a breach of her fiduciary duty to Brown. The parties had
an understanding, the court finds, that the business account could be used by Pak to conduct
these types of transactions, even if not for the immediate benefit of Brown or the BrownLaw
firm. Thus, the \$100,000 spent on June 3 is adequately accounted for by Pak and does not
constitute a breach of her fiduciary duty to plaintiffs. But the court agrees with Plaintiffs that
Pak then transferred \$100,000 out of the account for her own purposes, leaving no excess to
cover the other transactions discussed below.

With respect to the August 19, 2019 transfer of \$40,000 to OPL, Pak has not presented
credible evidence that she had a credit or other money available to her in the Client Trust
Account, which would cover this payment to OPL. Therefore, plaintiffs have established that

1 Pak breached her fiduciary duty by transferring funds from the client trust account to cover this
2 lead purchase.

3 With respect to the two \$135,000 purchases of leads from B Partners made on October 21
4 and 22, 2019 out of the business account, \$135,000 was transferred by Pak from the Client Trust
5 Account into account 3119 to make these purchases and \$135,000 came from plaintiff's own
6 money. (See Exh. 8, p. 55 and Exh. 7, p. 86.) Pak was not able to present any credible evidence
7 as to why she was entitled to \$135,000 of the client trust account money as her own at that point
in time. Accordingly, plaintiffs have established that she breached her fiduciary duty to Baird
Brown when she used client trust account funds to purchase \$135,000 in leads in October 2019.

8 In sum, the court agrees with plaintiffs that they have established that Pak breached her
9 fiduciary duty to plaintiffs by using \$188,500 of money belonging to the firm and/or Brown to
purchase leads for the Norris firm.

10 To the extent that plaintiffs claim Pak breached her fiduciary duty to the law firm in her
11 handling of the cases which Brown retained after April 1, 2020, insufficient evidence was
12 presented to support such claim. The evidence showed that Brown entrusted Pak, a non-lawyer
13 with limited English skills and no discernible professional credentials, to finish up certain
14 personal injury cases. No evidence was presented to credibly establish that she did not
15 discharge her duty, attempt to complete those cases, negotiate liens, or obtain funds owed to the
16 Brown Law Firm. As previously stated, Brown's delegation of these duties, many of which
would almost certainly have involved legal work, or negotiations with a client and third parties
on behalf of a client, to a person of Pak's minimal qualifications, showed poor judgment, perhaps
explainable by his health issues and deteriorating cognitive abilities. Nonetheless, there was no
evidence of actual breach by Pak as it related to these retained personal injury cases, or damages
caused by such a breach.

17 *3. Breach of fiduciary duty by Pak relating to payment of rent*

18 The court also finds Pak breached her fiduciary duty to Brown in her handling of the
19 rental agreement. While the court finds that it is more likely than not that Brown permitted Pak
20 to continue to use the office suite for her work with the Norris firm, given that she would be
21 working in the suite to complete his cases as well, Pak was not transparent in her handling of the
22 rental agreement or the lease payments, as she was required as Brown's fiduciary. Plaintiffs did
23 not provide persuasive evidence that the rental payments, however, were being paid with
24 Brown's money, as opposed to Pak's money, for the period after 2020. They did establish that a
25 balance is owed of \$64,425, as of February 29, 2024. Subtracting from that amount four months
26 of rent for the period November 2023 to February 29, 2024 (when Pak and Brown were barred
from the offices), at an average base rent of \$4000, leaves a "balloon" payment of \$48,000. Pak
breached her fiduciary duty to Brown by failing to pay one half of this amount, since her
business was utilizing at least one half of the office space. Accordingly, plaintiffs Brown and
Brown, A professional Law Corporation, are entitled to damages in the amount of \$24,000 based
on this breach.

27 *4. Breach of Fiduciary Duty by Pak relating to the Roh Case*

28 Plaintiffs failed to present persuasive evidence that Pak's conduct with respect to the Roh

case violated her fiduciary duty to Brown. As stated throughout the opinion, the court finds that Brown acquiesced in the transfer of his cases to the Norris firm because of his health issues, the state bar investigation and his understanding that he did not have the ability to continue to litigate these cases. There was no evidence that Pak used undue influence on the Roh family or that Brown was unaware of the transfer. If Brown truly believed he was still representing Roh, he would have exercised his professional obligations to keep abreast of the case and would have immediately seen that a substitution had been filed, replacing his office with the Norris law firm. Had Brown believed that he was still responsible for the case, he would have known that settlement and litigation activity was taking place without him. The fact that he did nothing is irrefutable evidence that he consented to the substitution. There can be no breach of a fiduciary duty where the party to whom the duty is owed consents to the conduct about which he later complains.

D. Elder Financial Abuse Against All Defendants (Cal. Welfare & Inst. Code § 15600 et seq.)

Under Welfare and Institutions Code section 15610.30, to establish elder abuse, Plaintiffs were required to prove that Defendants took, appropriated, obtained, or retained property for a wrongful use or with the intent to defraud or by undue influence, that Mr. Brown was 65 years or older at the time, and that Defendants' conduct was a substantial factor in causing harm.

Plaintiffs failed to prove that Norris or Pak wrongfully obtained any clients or retained funds received in settlement for those clients which rightfully belonged to plaintiffs. The court finds that Baird Brown willingly transferred the contested cases to Norris, commencing in 2019, because of his desire to wind down his practice and withdraw from the active practice of law given his significant health issues, and later, his suspension by the state bar. While Brown's cognitive function was profoundly impaired at trial and the court finds, was significantly impaired as early as January 2022 when he nearly died from Covid, he was functioning well enough in 2019 and 2020 to understand that he was voluntarily transferring his cases to Norris, to cooperate in that process, and to negotiate many aspects of it.

As discussed above, trial testimony from Dr. Lombard and Ann Brown confirmed that Brown maintained sufficient cognitive ability to understand the transition of his practice in 2020. (RT 1/22/25, 84:9–85:9, 88:10–11, 87:16–88:28; 3/13/25, 129:17–131:20.) Brown executed a declaration pursuant to Rule 9.20 confirming his notification of clients, and Substitution of Attorney forms were properly processed and filed. (Def. Exs. 15503, 15508, 15555; Pl. Exs. 1653–1655.) The evidence demonstrates a consensual transfer. Additionally, witness Rhonda Lewis confirmed that Brown told clients directly in 2019 that he was retiring and transferring their cases to Norris. (RT 3/14/25 PM, 16:25–27, 24:1–3; Def. Ex. 15565.) Similarly, Granillo and Robinson testified that Brown did not exhibit any mental decline during the 2019 to 2020 period when the cases were transferred. Anyone dealing with Brown during those years, including but not limited to Pak and Norris, would reasonably have believed that he had full capacity to make the decision to wind down his practice and transfer his cases.

Although plaintiffs failed to establish any conduct by the Norris defendants that would amount to financial elder abuse, they did establish that Pak's conduct violated the act.

As stated above, the court finds that Pak breached her fiduciary duty to Brown in her handling of the rental payments and in her use of firm funds to purchase leads in 2019 for the

1 **Norris firm in the amount of \$188,500.** Elder financial abuse under Welfare and Institutions
2 Code Section 15600, et seq. includes the wrongful taking of “real or personal property of an
3 elder by undue influence as defined in Section 15610.70.” Section 15610.30(b) provides that “A
4 person or entity shall be deemed to have taken, secreted, appropriated, obtained, or retained
5 property for a wrongful use if, among other things, the person or entity takes, secretes,
6 appropriates, obtains, or retains the property and the person or entity knew or should have known
7 that this conduct is likely to be harmful to the elder or dependent adult.”

8 Plaintiff established that Pak’s breach of her fiduciary duty to Brown constitutes financial
9 elder abuse within the meaning of the statute. The court notes that plaintiffs did not establish
10 that Norris participated in the wrongful taking, or that he knew the source of the money used to
11 purchase leads or understood that Pak was using Brown’s money to pay the lease for his office.
12 Thus, Norris is not liable under the Elder Abuse statute.

13 Because plaintiffs established by a preponderance of the evidence that Pak engaged in
14 conduct which amounts to elder financial abuse, “as defined in Section 15610.30, in addition to
15 compensatory damages and all other remedies otherwise provided by law, the court shall award
16 to the plaintiff reasonable attorney’s fees and costs.” (§ 15657.5, subd. (a), italics added.) “The
17 attorney fee provision in section 15657.5 is not discretionary in nature.” (*Arace v. Medico
18 Investments, LLC.* (2020) 48 Cal.App.5th 977, 983.) Pak is also potentially liable for treble
19 damages under Civil Code Section 3345 (discussed below).

14 **E. Conspiracy**

15 Because the court finds that Brown approved of and participated in the transfer of clients
16 to the Norris Law firm, as well as all the steps to effectuate the transfer – substitution of counsel,
17 letters to clients, new retainer agreements – and that plaintiffs have failed to prove any of the
18 claims, the conspiracy claims also necessarily fail. There was also no evidence presented that
19 Norris or Robinson conspired with Pak to breach her fiduciary duties by delaying the payment of
20 rent or using BrownLaw funds to purchase leads for the Norris firm.

19 **F. Punitive Damages**

20 Plaintiffs failed to prove that any of the defendants acted with malice, fraud or oppression
21 towards plaintiffs. With respect to the claim for breach of fiduciary duty against Pak for her non-
22 payment of rent and use of firm funds, the court does not find clear and convincing evidence that
23 such conduct was done with malice, fraud or oppression. At most, Pak was negligent in her
24 discharge of her fiduciary duties with respect to the payment of rent. With respect to the use of
25 firm funds, the court finds that Pak did not conceal the use of these funds and may have believed
26 that these were merely advances that would later be evened out by subsequent distributions. In
27 any event, her conduct was not malicious, oppressive or fraudulent within the meaning of the
28 statutory scheme.

26 **G. Enhanced Damages under Civil Code Section 3345**

27 Plaintiffs seek enhanced damages under Civil Code Section 3345, which provides for
28 additional penalties where unfair or deceptive practices have been used against senior citizens.
That section provides in pertinent part:

(b) Whenever a trier of fact is authorized by a statute to impose either a fine, or a civil penalty or other penalty, or any other remedy the purpose or effect of which is to punish or deter, and the amount of the fine, penalty, or other remedy is subject to the trier of fact's discretion, the trier of fact shall consider the factors set forth in paragraphs (1) to (3), inclusive, in addition to other appropriate factors, in determining the amount of fine, civil penalty or other penalty, or other remedy to impose. Whenever the trier of fact makes an affirmative finding in regard to one or more of the factors set forth in paragraphs (1) to (3), inclusive, it may impose a fine, civil penalty or other penalty, or other remedy in an amount up to three times greater than authorized by the statute, or, where the statute does not authorize a specific amount, up to three times greater than the amount the trier of fact would impose in the absence of that affirmative finding.

(1) Whether the defendant knew or should have known that their conduct was directed to one or more senior citizens, disabled persons, or veterans.

(2) Whether the defendant's conduct caused one or more senior citizens, disabled persons, or veterans to suffer: loss or encumbrance of a primary residence, principal employment, or source of income; substantial loss of property set aside for retirement, or for personal or family care and maintenance; or substantial loss of payments received under a pension or retirement plan or a government benefits program, or assets essential to the health or welfare of the senior citizen, disabled person, or veteran.

(3) Whether one or more senior citizens, disabled persons, or veterans are substantially more vulnerable than other members of the public to the defendant's conduct because of age, poor health or infirmity, impaired understanding, restricted mobility, or disability, and actually suffered substantial physical, emotional, or economic damage resulting from the defendant's conduct.

While the language of the statute is broad, on its face it only allows for treble damages where the trier of fact has imposed a fine, civil penalty or other penalty to deter conduct. (*Clark v. Superior Court* (2010) 50 Cal.4th 605, 614 (“trebled recovery may be awarded under Civil Code section 3345, subdivision (b) only if the statute under which recovery is sought permits a remedy that is in the nature of a penalty”). Because the court has declined to award any punitive damages and no statutory penalty is available under the Elder Abuse Act, the court cannot award any enhancement under Section 3345.

H. Quantum Meruit

Plaintiff presented Carole Buckner as an expert witness on some of the legal ethics issues presented in this case. Buckner has extensive experience as an expert in the field of legal ethics and was accepted by the court as an expert in the field. (RT 3/4/25, at p. 16-21.)

Buckner opined that an attorney who has notice of a lien in favor of prior counsel on the case is obligated under California Rule of Professional Conduct 1.15 to notify all effected parties of the lien and to retain the funds in the attorney's client trust account if there is a dispute about disbursement of such funds. (*Id.*, at p. 22:1-23:28.) She testified that the mere fact that an attorney had been suspended does not nullify a lien held by the attorney's law firm. (*Id.*, at p.

1 25-26.) Moreover, she testified that there is a distinction between an attorney being suspended
2 from the practice of law and an attorney withdrawing from representing a client. Suspension
3 does not automatically mean that the attorney must withdraw. (*Id.*, at p. 38:27-39:23.)

4 On these same lines, Buckner explained that there is no California case deciding whether an
5 attorney who has been suspended from the practice of law is entitled to fees earned prior to that
6 suspension. (*Id.*, at p. 40:1-14.) Decisions from other jurisdictions, except for Texas, allow an
7 attorney to obtain fees for work performed prior to a suspension. (*Id.*, at p. 44:1-14.)

8 Buckner also expressed the opinion that it is permissible under Rule of Professional Conduct
9 5.4 for a non-lawyer such as Pak to enter into an agreement with a law firm by which the non-
10 lawyer receives a percentage of the profits or net revenue. She qualified this, however, by stating
11 that it is impermissible for a non-lawyer to receive a percentage of an attorney fee award or
12 payment of fees on a specific case or specific legal matters. (*Id.*, at p. 37:3 -38:15.) Reviewing
13 the agreement signed by Pak in July 2019 (but not Norris), Buckner opined that this arrangement
14 (90% of net profits of the mass tort practice) would violate Rule 5.4 since it relates to specific
15 cases (the mass tort practice). (*Id.*)

16 Ultimately, much of Buckner's opinion was irrelevant. While the court would agree that
17 mere suspension for a three month period does not equate with an automatic withdrawal from
18 representation or nullify attorney fees earned in the period before the suspension, as explained
19 elsewhere in this opinion the court concludes that Brown agreed to withdraw from most of his
20 case, including all the mass tort cases, and to transfer most of his open cases to the Norris law
firm. Thus, the court is presented with the question whether Brown is entitled to a share of the
fees on cases where he voluntarily withdrew from representing the client.

21 On this issue, Norris presented the testimony of Joel Osman, who the court accepted as an
22 expert on legal ethics generally, and more specifically on the issue of quantum meruit recovery
23 in this case. (RT 3/13/25, p. 7:13-11:10.) Osman explained that under the rules of professional
24 conduct, an attorney may withdraw, but if they do so voluntarily, they are not entitled to recover
for work done prior to their withdrawal, even under a quantum meruit theory. In so opining,
Osman relied on the *Falco* case, which was also supported by a more recent case out of the
United States Bankruptcy Court, *In re Michael David Paris*, 568 B.R. 810 (U.S. Bankruptcy Ct.
C.D. Cal. 2017). (*Id.*, at pp. 11:1- 21:25.)

25 The general rule in California is that "an attorney who withdraws voluntarily without cause
26 forfeits recovery for services performed." (*Estate of Falco* (1987) 188 Cal.App.3d 1004, 1015.)
27 The courts have grappled with what constitutes "good cause," and have agreed that withdrawal
28 due to ethical concerns about the client's behavior (not present here) would constitute good
cause. (*Id.*) This court could not find any California case to discuss whether ill health
constitutes good cause to withdraw.

29 If the facts of this case were that Brown was too ill to continue to represent the clients at
issue here, and that there were no other factors present, the court might well conclude that Brown
was entitled to fees under a quantum meruit theory. However, the court finds that Brown
withdrew because he wanted to retire, he was facing a state bar investigation and he ultimately
was suspended for several months. By his own admission and the testimony of his wife and
doctor, Brown was not too ill to continue to handle these cases in 2019 and 2020, had he chosen

1 to do so. Instead, this was a voluntary withdrawal on his part without justifiable cause.
2 Moreover, the situation is complicated by the fact that Brown now denies that he withdrew, so he
3 is not even advancing any of these bases as legitimate grounds to withdraw or properly invoking
4 a claim for damages under quantum meruit. Finally, Brown has not presented any evidence to
quantify the amount of work he did on the disputed cases prior to their transfer to Norris.

5 The court concludes that where there is a voluntary withdrawal from representation without
6 substantial justification, the withdrawing counsel is not entitled to fees under a quantum meruit
7 theory, unless the client and new counsel agree. Here there was no agreement between Brown
8 and Norris for Brown to retain any right to fees and certainly there was no evidence of clients
being informed of a fee split. Accordingly, Brown is not entitled to recover any of the attorney
fees earned on the mass tort cases transferred to Norris under a quantum meruit theory, even for
work he may have performed prior to April 1, 2020.

9 **D. Pak's Counter-Claims**

10 Michelle Pak seeks damages against Baird and Ann Brown and against Andrew and Jonathan
11 White for damages she suffered as a result of an alleged assault and battery committed by the
12 Whites during their entry into the law offices on October 21, 2023. The elements of a battery
13 claim are that the defendant touched plaintiff with the intent to harm or offend her; that the
plaintiff did not consent; that the plaintiff did not consent to the touching, that plaintiff was
14 harmed or offended by defendants conduct, and that a reasonable person in plaintiff's situation
would have been offended by the touching. (CACI 1300.) Pak claims she suffered physical
15 injuries as well as severe emotional distress and seeks damages of \$250,000, plus punitive
damages against each of the cross-defendants.

16 In weighing Pak's counter-claims, the court finds Pak to lack credibility as a witness. In
17 addition to her constantly shifting and evasive testimony, Pak admitted that she had given false
testimony in her deposition about her pay arrangement with the Norris law firm. (RT 1/27/25 p.
18 18:6-21.) She conceded she was not just paid \$100,000 a year or under \$30 per hour, but
"multiple millions of dollars" over her tenure with the Norris Law firm. (*Id.*) She testified
19 falsely that she had not made payments out of the Baird Brown Operating Expense Account in
20 2021, 2020 and 2023, when the court easily found her signature on checks written on that
account for rent and other items. (RT 1/27/25, p. 58:1-28 and exhibits 7-15.) Indeed, the court
21 finds her testimony entirely untrustworthy.

22 Reviewing the evidence presented by plaintiff in support of her counter-claims, Pak testified
23 that she was given no advance notice that Brown would be coming to the office on October 21,
2023. (2/10/25 RT at p. 11:19-27.) She was called into the office that day, a Saturday, by
management for the building, who reported to her that people were in the office. She testified
24 that both Browns were present, as well as Jonathan and Andrew White, as well as a person who
was either a security guard or police. She was threatened multiple times that day by Andrew
White that she would be arrested if she did not leave.

25 The key video here is Exhibit 15552, which is one of many showing a long standoff between
26 Pak and Andrew White, who was purporting to terminate her as office manager for Baird Brown
27 and requesting that she leave the office. Pak indicated that she wanted to be able to take her
28 own checkbook, although she was unclear and evasive about what she wanted to take. The

1 video, taken by Jonathan White, shows Pak squatting to unlock a file cabinet with Andrew White
2 hovering over her and then pulling out a large check book. Andrew White demanded to see it
3 and looked inside. When he noted that it belonged to Donald Norris, he snatched it from her and
4 said she could not take it. He then roughly shut the drawer, pushing her back as he did so. In the
5 process, Ms. Pak fell backwards a few inches onto her buttocks, and it appears that her hand was
6 clipped by the drawer as it was shut. Andrew White did come in contact with Ms. Pak when he
7 pushed the drawer shut, though he did not strike or kick her. When Andrew White proceeded to
8 walk away, Pak leapt up and rushed after him. She can be seen pursuing him into the hall and
9 grabbing at him, at which point the video goes black. She claims that it was after the video was
10 turned off that both of the Whites pushed her into a corner of the public hallway and hit her in
11 the head and kicked her with their feet and hit her in the chest, hands and face, "continuously"
12 striking her. (RT /10/25, at pp. 17:12 –18:15.)

13 Pak testified that her hand was injured when both of the Browns grabbed her and tried to
14 grab her checkbook and twisted her hand and wrist when she was outside of the office. This
15 testimony is inconsistent with the video which shows that the checkbook was in Andrew
16 Brown's hand when he exited the office. Pak would have had to wrestle it away from him for it
17 to be in her hands. She also testified that her right hand was injured when it was slammed in the
18 drawer of the file cabinet and claims that Exhibit 15514 shows injuries of her right hand.
19 Although it appears the door clipped her hand, (as she made a brief intake of breath), she
20 immediately used that same hand to grab a box, use her keys, push herself up from the floor and
21 grab at Mr. Brown in the hallway. None of her fingernails were damaged in this alleged injury
22 to her hand. She also did not appear to suffer any injury to her legs while still in the office and
23 walked after Mr. Brown aggressively even after she fell back on the floor.

24 She testified that after the incident, she was so afraid she could not leave the house. This
25 testimony was impeached by photographs showing that she went back to the office – the site of
26 the incident—the next day. (RT 2/10/25, at p. 27:15- 28:26; RT 2/14/25, p. 127:10-129:20 and
27 Exh. 1680.) Mrs. Brown, who was present in the offices on October 21, 2023, and who the
28 court found to be an entirely credible witness, testified that she did not see or hear anything to
indicate the Pak had been assaulted or injured that day. (RT 3/13/25, p. 176.)

As stated above, the court finds Pak not to be a credible witness. She admitted to perjuring
herself at least once and much of her testimony was evasive, incredible, or outright false. The
court finds CACI 5003 particularly instructive here, which advises the trier of fact "that if it
decides that a witness did not tell the truth about something important, the trier of fact may
choose not to believe anything that witness said." The court does not find credible her
description of what happened in the hallway after the video went black. The court does not
believe that the Whites beat and kicked her as she testified. The court finds this testimony
exaggerated and false.

The court does agree that the video shows that Andrew White came in contact with Pak as he
pushed the drawer closed, but that such conduct was not intentional and was not intended to
harm or offend her. With respect to the threats to call the police and have her arrested, because
she was still an employee of the Brown Law Firm, still owed a fiduciary duty to the firm, and
Ann Brown and the Whites reasonably believed that Pak was engaging in financial misconduct,
the Whites were within their rights when they told Pak that she could be arrested if she did not
leave the premises.

1 Accordingly, the court finds in favor of Andrew White, Jonathan White, Baird Brown and
2 Ann Brown on Pak's claims for assault and battery.

3 As for her remaining causes of action -- 1) Breach of Contract, 2) Money Had and Received,
4 3) Open Book Account, 4) Account Stated, 5) Conversion, 6) Unauthorized Computer Access
5 (violation of Penal Code §502), and 7) Violation of Bus. & Prof. Code §17200, et seq. -- Pak
6 failed to establish all of the elements for any of these causes of action, entitling cross-defendants
to judgment on these claims.

7 **E. Counter-Claims of Donald Norris and Donald Norris, a Law Corporation**

8 As stated previously, in contrast to Pak, the court found Norris's testimony to be credible on
9 most points, even if evasive or overly cautious at times. The court did not find him to be
10 exaggerating or downplaying negative facts. He satisfied the court that he was not aware of any
11 malfeasance of Pak towards Brown, that he reasonably trusted her representations about Brown's
12 involvement and agreement with the transfer of clients, and that she was conducting the actual
13 communicating with clients with Brown's consent and oversight. Perhaps he should have
14 scrutinized every step of the process more carefully and obtained Brown's written consent to
each step, but the court knows of no legal authority requiring that he do so. He justifiably relied
on representations made to him by Brown and by Brown's trusted office manager to accept that
these cases were being transferred to him to work up and complete, because Brown was
withdrawing from them as counsel because of his intent to retire.

15 **1. First Cause of Action – Conversion (Civ. Code § 3336, CACI 2100)**

16 The Norris cross-complainants contend that the cross-defendants unlawfully converted the
17 personal property of the Norris firm and its clients by seizing and retaining client files,
18 computers, locked file cabinets, and critical law firm infrastructure, without notice, consent, or
19 legal process. This included physical hardware, digital data, and confidential documents
20 belonging solely to the Norris Law Firm. They contend they suffered substantial and
documentable damages as a direct result of the unauthorized office takeover on October 21, 2023
21 and their inability to gain access to their files. Specifically, they claim that they lost the costs of
leads they had paid for in the amount of \$605,074.8, as well as \$120,011.38 in documented
expenses they were required to incur to reestablish their practice after being forcibly removed
from their prior office. (Ex. 15562; RT 3/7/25, Norris Direct, 160:3–166:15).

22 Civil Code section 3336 states that “[t]he detriment caused by the wrongful conversion of
23 personal property is presumed to be: [¶] First—The value of the property at the time of the
conversion, with the interest from that time, or, an amount sufficient to indemnify the party
injured for the loss which is the natural, reasonable and proximate result of the wrongful act
complained of and which a proper degree of prudence on his part would not have averted; and
[¶] Second—A fair compensation for the time and money properly expended in pursuit of the
property.”

27 Cross-complainants established that on October 21, 2023, cross-defendants entered Suite 980
28 at 3055 Wilshire Blvd. There was nothing unlawful about this entry. At the time, Brown was the
lawful tenant and leaseholder, and he maintained employees, including Pak, working on his
remaining cases. The court agrees that Norris also had a right to be on the premises as a co-

1 tenant with the Brown Law Firm. While not formally approved by the landlord, the court finds
2 that the agreement between Brown and Norris was that Norris could also use the suite to conduct
3 his practice. (RT 2/28/25, p. 49-51.)

4 One of Norris's claims is that cross-defendants' actions on October 21, 2023 constituted a
5 "forced entry." Although this is not a separate cause of action, cross-defendants failed to
6 establish that the incidents on October 21, 2023 should be viewed as a "forced entry." Brown
7 and his agents had a lawful right to be on the premises, which were leased to Brown, bore his
8 name on the outer doors as the only occupant, and for which he was paying some portion of the
9 monthly rent.

10 The undisputed evidence established that after entering the premises, cross-defendants took
11 possession of everything in the suite, including certain files and other personal property
12 belonging to Norris and his law firm. Accordingly, the court finds that cross-complainants did
13 establish their claim that cross-defendants Baird Brown and Ann Brown collectively converted
14 certain of their personal property, in violation of Civil Code Section 3336. (See below for
15 discussion of the liability of Andrew and Jonathan White for conversion.)

16 Norris testified that the cost of replacing lost office furniture was \$50,000. (RT 3/5/25 p.
17 120:1-50.) The court found this testimony not credible, given that all evidence points to Norris
18 merely moving into and occupying an existing office suite paid for and furnished by the Brown
19 Law offices. No credible evidence was presented that the furnishings and office equipment in
20 those buildings was paid for by anyone other than the Brown Law Offices. As stated
previously, the court discounts Pak's testimony in this regard, as she was a thoroughly unreliable
witness.

21 However, Norris testified credibly that his firm had to expend time and effort to try to rebuild
22 the files, contact clients, and reestablish a new office. Norris testified that it took his firm three to
23 four months to reconstruct their files and get their new office up and running. His staff was
24 working full time on this project, with a total monthly payroll cost of \$20,204. (RT 3/7/25
pp.161- 162.) Norris also explained that they had to incur additional costs to advertise their
move to the new suite of offices, or \$8850. (*Id.*, at pp. 163-165; and Exh. 15562.) These
damages are recoverable, in the court's opinion, as money spent "in pursuit" of reconstructing
the personal property taken from them.

25 The court also found credible Norris's testimony that they had to purchase supplies, which
26 more likely than not, had been purchased by Pak and Norris over the prior three years and not by
27 the Brown Firm, for an additional expense of \$25,375, as well as computers, or \$6241.75.⁹¹⁰ The

28 ⁹ The court finds cross-defendants have not established that they are entitled to cost of parking,
telephone, insurance, or CCTV, since all of these costs would have been incurred in any event
even if they had remained sharing the Brown Law suite of offices.

¹⁰ An inordinate amount of time was spent at trial by Brown's attorneys trying to establish that
several of the invoices presented for computers were falsified, including presentation of a
forensic computer expert, Bruce Pixley. While the court found Pixley's testimony credible, it
did little to persuade the court that Pak or Norris had falsified the records or directed someone to
do that; the court finds it more likely that when Pak asked for back up invoices, the computer

1 court found this testimony credible and persuasive on the issue of damages caused by plaintiffs' 2 seizure of their office supplies and computers. While Brown may have had the right to restrict 3 access to the suite, he excluded the Norris firm in a manner that was extremely disruptive to his 4 law practice. Had the Brown firm simply requested Norris to leave within a reasonable time frame and to remove his office supplies, equipment and files, these expenses could have been avoided.

5 Norris did not establish that he was entitled to compensation for his office rental, as Norris 6 would always have had to pay at least \$3000 for rent even if he had remained at the Brown suite 7 of offices. Moreover, he did not present persuasive testimony that he had prepaid for the rent 8 for Suite 980 for the months of November, December and January, 2024, although he appears to 9 be claiming rent for those months as damages. The court is not persuaded that he even paid rent for October 2023, given that the only evidence before the court of rent being paid by Norris was \$15,000 at an earlier point in time. Pak also did not provide persuasive testimony that she personally paid the rent for October 2023.

10 With respect to the central issue of the retention of client files, the court finds that cross- 11 defendants Baird and Ann Brown took possession of files which did not belong to them. The 12 court further finds that Ann Brown made the decision to retain the files thereafter based on a 13 misconception that all of the files in the office which Brown had occupied for twenty years (and 14 which bore his name and which was still occupied by his prior staff members), belonged to him. (RT 3/13/25, pp. 143-158.) Her belief was based on misinformation unintentionally supplied to 15 her and to their counsel, the Whites, by Baird Brown, who was experiencing significant memory 16 issues and cognitive decline due to Parkinsons disease and a significant Covid-19 illness. She 17 did admit, however, that she and her husband (with counsel), decided to withhold files, despite 18 being told that at least some of the cases had never belonged to Baird Brown. Those files are now in storage, paid for by Mrs. Brown and have not been returned because Mr. Norris would not first provide a list of his clients by name so that they could determine true ownership of each of the sequestered files. This impasse has gone on for more than a year and half without resolution. (*Id.*, at pp. 170-173.)

19 After October 21, 2023, the parties entered into a written agreement by which the Brown 20 Law firm agreed to provide the Norris law firm with a computer and Norris agreed to provide the 21 Brown law firm with a list of all clients Norris claimed to be his exclusive clients. (RT 2/28/24 22 at pp. Exh.115-120; and Exh. 1694.) The agreement contained other terms about how the parties 23 could recover their claimed intellectual material and client files. While Norris signed the 24 agreement, he later thought better of it and decided not to provide client names because of attorney 25 client privilege concerns. (*Id.*) Norris admits that he was allowed back in the office on October 23, 2025, at which time he was "probably" given the ability to take all of his bank books 26 and check books for his business accounts and for his client trust account. He was also allowed to identify all files that he wanted copied. However, Norris explained at trial that he was only given an hour or so, which was not enough time to go through all the files. (RT 2/28/25 at pp. 120-125.) He also was very upset by the process, which allowed the Brown law firm to keep a

27 company regenerated invoices working off old templates. Ultimately, plaintiffs failed to produce 28 credible evidence that Pak or Norris knowingly presented falsified invoices for the computers.

1 copy of his client files – files to which he contends they had no right of access and should only
2 have been able to obtain with a court order. (*Id.*) Nonetheless, the court finds that at least some
3 of the files he claims were not returned to him, in fact were returned to him only a few days after
4 the October 21, 2023 incident, including client files of clients he claims he could not contact,
undermining his claim that he lost contact with all 200 clients. (RT 3/13/25 at pp. 52-63.)

5 Norris testified that because of plaintiffs' takeover of their office and files, they lost 137
6 clients from the Camp Lejeune litigation relating to toxic ground water – clients who they had
7 obtained by paying a company for “leads.” All of these clients, Norris testified, had agreed to be
represented by the Norris firm and had signed retainer agreements with the firm. (3/5/25 p. 120:
8 18-130:18, and Exhs. 15526 and 15527.) They had paid \$200,000 for leads to potential clients in
this case, from which they had obtained 500 clients, but lost contact with 137 after 10/31/23.
9 (*Id.*) Norris testified that they had paid \$50,000 for leads to clients in the Boy Scouts of America
cases, \$100,000 for clients in the “firefighters’ litigation,” and \$50,000 for hernia mesh leads,
10 although Norris conceded he had not been able to quantify how many clients the lost from the
hernia mesh litigation. (RT 3/5/25, pp.123:20-128:10.) He also did not quantify how many of
11 these clients were actually retained as a result of these leads, nor did he testify clearly about the
12 steps taken to connect with them. He explained that for cases in which work had commenced,
13 that work would be in the SugarSync system which they lost access to after October 21, 2023;
14 for other clients, their information would have been on computers, but not on the computers
15 given back to them by the Whites. They did contact the lead firms from which they had
16 purchased the client’s names and information and were able to contact some clients by those
means. Nonetheless, clients dropped them either because they were upset about the lack of
17 contact or because the Norris firm had lost their files on October 21, 2023; Norris claims there
18 were four boxes of client documents to which he was denied access, a point conceded by
19 plaintiff Ann Brown. (RT 3/7/25, pp. 14-25, and Exh. 15525.)

20 Ultimately, Norris testified that he was able to identify 200 clients for which they had a
retainer agreement or knew that they had been retained even if the retainer agreement could not
21 be found – all clients who later dropped the firm, he claims. (*Id.*, at p. 25-29.) To quantify the
financial loss suffered by his firm as a result of the loss of these clients, Norris simply multiplied
22 the number of lost clients times the amount paid per lead, for a total claimed loss of \$605,074.)
(*Id.*, at p. 152:4-159:1 and Exh. 15561.)

23 Although the evidence presented of the Browns withholding files and disrupting Norris’s
ability to contact his clients is sufficient to establish a claim for conversion, the court finds
24 Norris has not established actual damages.

25 Cross-complainants contend that they are not seeking speculative damages (for example, the
amounts they might have recovered had they been able to continue their representation of these
clients uninterrupted), but only their out-of-pocket costs in paying for these leads in the first
instance. The court agrees that in principle, the out-of-pocket costs of paying for leads would be
26 compensable based on wrongful interference with Norris Law Corporation’s business.
Nonetheless, the court finds that cross-complainants have not proven actual damages as a result
27 of the wrongful retention of their files because cross-defendants have established that the Norris
cross-complainants could have mitigated their damages but failed to do so. The court notes that
28 Civil Code Section 3336 (Conversion) requires the plaintiff to establish the amount “sufficient to
indemnify the party injured for the loss which is the natural, reasonable and proximate result of

the wrongful act complained of and which a proper degree of prudence on his part would not have averted.” Thus, Section 3336 incorporates the concept of mitigation into the affirmative burden of proof placed on the plaintiff.

The evidence established that Norris and the Whites were in contact immediately after Norris was barred from the office and his files taken. Norris and the Whites entered into an agreement by which Norris could have the files returned to him provided he indicated which files he needed returned. (Exh. 1694.) Norris decided not to abide by this agreement because he claims he concluded that it would violate the attorney-client privilege to provide client names. The court finds this contention unavailing from a legal standpoint and also not credible based on the facts presented.

Ordinarily the disclosure of a client's name by the attorney does not violate the attorney client privilege. (See *People ex rel Herrera v. Stender* (2012) 212 Cal.App.4th 614, 648-650.) Had Norris provided the list as initially agreed, he would not be breaching the privilege with those clients. Furthermore, the position he took actually interfered with his representation of those clients, preventing him from continuing to represent their interests in a timely and effective manner. Because he refused to provide a list of client names to plaintiffs, he had no access to these clients' files and could not contact or represent them. Such conduct was unreasonable under the circumstances and appears to this court to have been taken to maximize a claim for damages rather than to protect his clients' best interests. Had Norris simply provided the names, obtained the original files and allowed Brown to keep a copy of the files (with an agreement that they would not be reviewed), any damage to the clients would have been prevented, as well as any financial loss to the Norris firm. Under the circumstances, the court finds that this conduct on the part of the Norris firm is a clear example of failure to mitigate damages. It is well-established that a "plaintiff cannot be compensated for damages that were not incurred or could have been mitigated by reasonable effort or expenditures." (*Powerhouse Motorsports Group, Inc. v. Yamaha Motor Corp., USA* (2013) 221 Cal.App.4th 884, citing *Lu v. Grewal* (2005) 130 Cal.App.4th 841, 849-850.) Further, as indicated elsewhere in the statement of decision, it was reasonable for the Brown defendants to initially take the files and to insist that they be able to retain a copy, not to review, but to ensure they were not later accused of destroying documents or failing to return them, as happens unfortunately, with great frequency in disputes over retention of files.

In sum, the only credible evidence of damages presented by the Norris cross-complainants for their claim of conversion relates to the cost of supplies, computers, advertising and staff time to reconstruct files, or a total of \$60,670.75.

2. Second Cause of Action (Violation of Penal Code § 502, CACI 1812, 1814)

The Norris cross-complainants claim that cross-defendants intentionally and knowingly accessed and copied confidential digital files belonging to the Norris Law Firm without consent, in violation of Penal Code section 502.

The court finds that cross-complainants have established that cross-defendants intentionally accessed and copied confidential digital files belonging to the Norris Law Firm without consent. Indeed, Jonathan White admitted that all computers were forensically imaged using Pixley Forensics at the Browns' direction, without any investigation into whether those computers were

1 the property of the Norris firm (RT 3/14/25, J. White, cross, 32:2–34:28; 55:1–63:4). Mr. Norris
2 objected in time and advised the parties that his active client files were stored on those systems
3 (Ex. 15558). Even if some of the data had once belonged to the Brown Law Firm, some of the
data certainly belonged exclusively to the Norris Law Firm.

4 Penal Code Section 502 provides: “In addition to any other civil remedy available, the owner
5 or lessee of the computer, computer system, computer network, computer program, or data who
6 suffers damage or loss by reason of a violation of any of the provisions of subdivision (c) may
7 bring a civil action against the violator for compensatory damages and injunctive relief or other
equitable relief. Compensatory damages shall include any expenditure reasonably and
necessarily incurred by the owner or lessee to verify that a computer system, computer network,
computer program, or data was or was altered, damaged, or deleted by the access.

8 The court finds that the contents of the four storage files maintained by Ann Brown must be
immediately returned to Norris, as well as all of the computers in the office at the time of the
take over. With respect to the issue of damages, the court finds that the loss described above is
also recoverable under Section 502, specifically, the cost of staff to attempt to restore the files,
the costs of the computers, or a total of \$26,445.75. These expenses can only be recovered once.
The remainder of the damages established for conversion are unrelated to unlawful access to the
computers and so are not recoverable under Section 502. The claimed damages related to the
lost leads are not recoverable for the reasons stated above.

14 ***3. Liability of Andrew and Jonathan White for Conversion and Violation of Penal***
Code Section 502

15 Cross-defendants Jonathan and Andrew White contend that they cannot be liable to cross-
complainants for damages caused by their clients’ entry into the office and retention of case files.
16 The court agrees that that their conduct was committed in good faith, based on a genuine, albeit
mistaken belief, that Baird Brown’s office and case files had been commandeered by Donald
17 Norris and Michele Pak, without Brown’s knowledge of consent. Under the agency immunity
doctrine, the Whites cannot be liable “to third persons for acts committed in good faith in
18 performance of professional activities as an attorney for his client.” (*Roberts v. Ball, Hunt, Hart,*
Brown & Baerwitz (1976) 57 Cal.App.3d 104, 109.) Norris and Pak did not establish that the
19 Whites’ conduct was “actuated by malicious motives,” or that they “shared in the illegal motives
of [their] clients.” (*Id.*, at p. 109.) On the contrary, at all times the Whites were acting solely as
20 attorneys on behalf of their client, who they reasonably believed had been deceived. The court
also agrees with cross-defendants that Norris and Pak did not establish any of the exceptions to
21 this agency immunity doctrine: there was no or insufficient evidence that the Whites engaged in
any fraud, or that they conspired with the Browns, or that they received any financial gain
22 because of their activities. At most, Pak and Norris established that the Whites, at some point,
discovered or reasonably should have discovered that some of the files they had sequestered
23 probably belonged solely to the Norris law firm. But their conduct in requesting that Norris
provide them a list of clients whose files needed to be returned was not unreasonable and was
24 taken to protect the Browns from claims that they had not returned Norris’s client files. Thus,
the Brown’s failure to return cases files was done solely to protect the client and not for the
personal benefit of the attorneys. Accordingly, judgment should be entered in favor of the
25 White defendants on the cross-complaint.
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1 **4. Damages pursuant to Penal Code Section 496(c).**

2 Cross-complainants also seek treble damages pursuant to Penal Code Section 496(c),
3 which provides that “[e]very person who buys or receives any property that has been stolen or
4 that has been obtained in any manner constituting theft or extortion, knowing the property to be so
5 stolen or obtained, or who conceals, sells, withholds, or aids in concealing, selling, or withholding any
6 property from the owner, knowing the property to be so stolen or obtained,” is subject to incarceration.
7 Subdivision (c) states that any person who has been injured by a violation of section 496(a) “may bring an action for three times the amount of actual damages, if any, sustained by the plaintiff, costs of suit, and reasonable attorney's fees.”

8 While the language is broad, the Supreme Court has clarified that treble damages and
9 attorney fees are only available in cases which constitute criminal theft. (*Siry Investment, L.P. v. Farkhondehpour* (2022) 13 Cal.5th 333, 361.) The court explained, “not all commercial or consumer disputes alleging that a defendant obtained money or property through fraud, misrepresentation, or breach of a contractual promise will amount to a theft. To prove theft, a plaintiff must establish criminal intent on the part of the defendant beyond “mere proof of nonperformance or actual falsity.” (*People v. Ashley* (1954) 42 Cal.2d 246, 264, 267 P.2d 271.) . . . If misrepresentations or unfulfilled promises “are made innocently or inadvertently, they can no more form the basis for a prosecution for obtaining property by false pretenses than can an innocent breach of contract.” (*Id.*, at p. 264, 267 P.2d 271.)” (*Siry* at p. 361.) In *Siry*, the record approved an award of treble damages because the evidence was “consistent with a conclusion that defendants acted not innocently or inadvertently, but with careful planning and deliberation reflecting the requisite criminal intent.” (*Id.*)

10 In the instant case, cross-complainants have not established anything approaching
11 criminal intent on the part of the Browns (or the Whites). In the court’s opinion, Baird Brown did not appear to have the mental faculties to possess criminal intent; he persuaded the court that he truly believes that all of the cases are his and that he was betrayed by Pak and Norris. His wife and his attorneys reasonably believed in the summer and fall of 2023 that Baird Brown had been the victim of fraud and elder abuse by his trusted office manager and Norris. They did not know and could not know the communications which had occurred between Norris and Brown in 2019, as Brown had hidden that information from his wife due to his embarrassment that he was giving up the practice of law and facing a year long suspension. Thus, their conduct in seizing the computers and files was not unreasonable on October 21, 2023. Thereafter, the parties took legal positions as to whether the files should be returned en masse and uncopied or whether the Whites and Ms. Brown had to retain a copy to protect themselves from being accused of destroying files. Based on this stalemate between the various attorneys involved, the files remained locked up in a storage shed and this litigation unfolded. This sad situation is many things, but it is not criminal theft. Accordingly, cross-complainants request for treble damages and attorney fees is denied.

12 **4. Punitive Damages**

13 Cross-complainants failed to establish that cross-defendants acted with malice, fraud or oppression. Although the court finds that the Browns and their counsel should not have withheld files from Norris, the court finds that the decisions which led up to their entry into the office and retention of files were based on misinformation supplied by Baird Brown due to his own failing memory and cognitive function. The court finds that by the fall of 2023, Brown had forgotten that he had transferred many of his cases to Norris, that he had blessed Pak’s work with

1 Norris, that Norris had been given permission to use his office and share his staff, and that Pak
2 was no longer working for him, except to complete closing out some personal injury cases. He
3 conveyed this information to his wife and to his counsel, leading them to take aggressive steps to
4 reclaim the office and files, which they quite reasonably believed belonged to the Brown Law
5 Offices. Their subsequent conduct is explainable by the misinformation provided to them by a
client experiencing serious mental decline. Their conduct under these circumstances cannot be
construed as malicious, fraudulent or oppressive – merely gravely mistaken.

6 **ORDERS ON THE FINAL STATEMENT OF DECISION**

7 The Clerk of the Court is directed to file this Statement and cause copies to be served by
mail upon the parties' counsel. Plaintiffs' counsel is directed to file and serve a proposed
8 Judgment within 15 days.

9
10 IT IS SO ORDERED

11 Dated this 5th day of December 2025.

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Judge Virginia Keeny

DEC 05 2025

David W. Slayton, Executive Officer/Clerk of Court
By: A. Rising, Deputy

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

Baird Brown, an individual and as sole owner
of Baird Brown, a Professional Law
Corporation and Ann Brown, an individual

Case No. 23STCV27439

Plaintiffs,

RULING ON OBJECTIONS TO
PROPOSED STATEMENT OF DECISION
AFTER TRIAL

vs.

Donald G. Norris, an individual and Donald G.
Norris, a Law Corporation, a California
Corporation; Michelle Pak, an individual and
Taurin Robinson, an individual,

Department: 45
Trial: 1/22/25
Assigned to: Virginia Keeny
Judge of the Superior Court

Defendants,

AND RELATED CROSS-CLAIMS.

1 **I. RULING ON OBJECTIONS SUBMITTED BY CROSS-DEFENDANTS**
2 **ANDREW M. WHITE AND JONATHAN N. WHITE**

3 Cross-Defendants Andrew and Jonathan White's objection to the Statement of Decision's
4 finding that they are jointly and severally liable for acts of conversion committed by the Browns
5 is granted. The court agrees that their conduct was committed in good faith, based on a genuine,
6 albeit mistaken belief, that Baird Brown's office and case files had been commandeered by
7 Donald Norris and Michele Pak, without Brown's knowledge or consent. Under the agency
8 immunity doctrine, the Whites cannot be liable "to third persons for acts committed in good faith
9 in performance of professional activities as an attorney for his client." (*Roberts v. Ball, Hunt, Hart, Brown & Baerwitz* (1976) 57 Cal.App.3d 104, 109.) Norris and Pak did not establish that
the Whites' conduct was "actuated by malicious motives," or that they "shared in the illegal
motives of [their] clients." (*Id.*, at p. 109.) On the contrary, at all times the Whites were acting
solely as attorneys on behalf of their client, who they reasonably believed had been deceived.

10 The court also agrees with cross-defendants that Norris and Pak did not establish any of the
11 exceptions to the agency immunity doctrine: there was no or insufficient evidence that the
12 Whites engaged in any fraud, or that they conspired with the Browns, or that they received any
13 financial gain because of their activities. At most, Pak and Norris established that the Whites, at
14 some point, discovered or reasonably should have discovered that some of the files they had
15 sequestered probably belonged solely to the Norris law firm. But their conduct in requesting that
Norris provide them a list of clients whose files needed to be returned was not unreasonable (see
below) and was taken to protect the Browns from claims that they had *not returned Norris's client files*. Thus, the Whites' failure to return cases files was done solely to protect their client
and not for the personal benefit of the attorneys. The statement of decision has been corrected
16 to remove any finding of liability against Andrew and Jonathan White.

17 **II. PLAINTIFFS' OBJECTIONS TO THE STATEMENT OF DECISION**

18 **A. Breach of Fiduciary Duty by Pak**

19 Plaintiffs object to the proposed statement of decision on the grounds that it overlooks or
20 misinterprets some of the financial records admitted into evidence or places undue weight on the
21 testimony of Pak, which the court in other parts of the opinion found lacking in credibility. The
22 court agrees that it misinterpreted or overlooked certain evidence and that this aspect of the
court's decision warrants revision. The court notes, however, that it is bound by the arguments
23 presented in the closing brief and will not revisit evidence or argument that was not advanced
24 there. It is not the job of the court to rummage through bank statements to try to find
inconsistencies or support for positions that counsel did not squarely present at trial or in their
closing arguments.

25 In their closing brief, plaintiffs took the position that Pak breached her fiduciary duty to
plaintiffs by using money in the Law Office's business money (BofA account #3119) to
26 purchase \$653,500 in leads in 2019. Those purchases are as follows:

- 27 May 14, 2019 wire transfer of \$195,000 to B Partners. (Tr. Exh. 7, p. 38.)
28 May 31, 2019 wire transfer of \$48,500 to SMG (Tr. Exh. 7, p. 38)
 June 3, 2019 transfer of \$100,000 to SMG (Tr. Exh. 7, p. 48)

1 August 19, 2019 transfer of \$40,000 to OPL (Tr. Exh. 7, p. 64)
2 October 21, 2019 transfer of \$135,000 to B Partners (Tr. Exh. 7, p. 86.)
3 October 22, 2019 transfer of \$135,000 to B Partners (Tr. Exh. 7, p. 86.)

4 These are the transactions fairly presented in plaintiffs' closing brief and at trial. These are
5 the only transactions which the court considers further as a result of the objections lodged by
6 plaintiffs.¹

7 The court asked for further briefing from Pak's counsel to explain the source of these
8 funds and to respond to the objections. The court finds Pak's explanation unhelpful in many
9 respects or not squared with the evidence presented. The court discusses each of these
10 transactions further below.

11 It is undisputed that Pak purchased leads from several firms at a total cost of \$653,500 in
12 2019 for use by the Norris firm. The evidence also showed that some of these funds originated
13 in the Brown Client Trust Account, were transferred by Pak to the Brown Business Account
14 (account ending 3119) and were then wired by Pak to third parties to purchase several tranches
15 of client leads. The court finds that Pak had full authority and access to both of those accounts
16 pursuant to her agreement with Brown. The court also finds that Brown was writing checks from
17 the same two accounts in 2019 and so would have been aware of these transactions but made no
18 objection. The court finds that Brown knew that Pak was purchasing leads (because of the name
19 of the payee) but did not know that she was purchasing leads for the Norris firm as opposed to
20 the Baird firm. Plaintiffs met their burden at trial of establishing that some of these funds either
21 originated in the Baird Brown Client Trust Account or the business account, which would
22 constitute a breach of fiduciary duty if those funds were used for anything other than the benefit
23 of the firm and/or Brown. Thus, the burden shifted to Pak to establish that these funds, in fact,
24 belonged to her to use as she elected. The court finds that Pak has not met that burden with
25 respect to all of these transactions.

16 In her response to plaintiffs' objections filed on November 3, 2025, Pak claims that the
17 disputed purchases of \$635,500 in leads for the Norris firm "were funded by Ms. Pak through a
18 combination of direct contributions and assumed obligations:"

- 19 • \$335,000 wired into BrownLaw's account from Ms. Pak's personal funds (Ex. B,
20 Trial Tr. 2/14/25 at 50:15–28, 52:4–6)
21 • \$230,000 from a loan originally made to Mr. Brown by Carolina Navarro, which
22 Ms. Pak assumed (Ex. B, Trial Tr. 2/14/25 at 51:5–58:10; Ex. C. 3/7/25 at
23 123:6–13, 124:1–12)
24 • \$100,000 retained earnings credit established on February 26, 2019, when
25 BrownLaw issued \$215,000 to Mr. Brown and \$115,000 to Ms. Pak's company,
26 USCV (Ex. B, Trial Tr. 2/14/25 at 53:1–2; TrEx 7, p. 13)

27 (Response of Defendant/Cross-complainant Pak to Plaintiffs' Objections to Court Proposed
28 Statement of Decision, p. 3.) As explained further below, these assertions do not establish that
29 all of these lead purchases were funded by Pak's own money or money she was owed under her

30 ¹ Plaintiffs make various references to Exh. 15528. The parties stipulated that the court could
31 reopen the taking of evidence to admit the entirety of this exhibit.

1 profit-sharing agreement with Brown.

2 The first transaction that the Browns challenge as suspect was a \$195,000 payment from
3 the Brown Business Account (3119) dated May 14, 2019 to purchase leads from a company
4 referred to as “B Partners.” The bank records show that this same amount was transferred by
5 Pak to account 3119 a day before from the BrownLaw client trust account. (Exh. 8, p. 27.) The
6 same is true for the next purchase of leads made on May 31, 2019 in the amount of \$48,500.
7 (Exh. 7, p. 38.) The evidence shows this money was paid out of the business account by Pak,
8 following a deposit into the account from the client trust account by Pak. (*Id.*) Thus, by the end
9 of May 2019, Pak had taken \$243,500 out of the Client Trust Account to purchase leads for
10 Norris.

11 Pak explained these expenditures as follows: She claims that as of May 14, she had an
12 earnings credit of \$100,000 in the Client Trust Account from February 2019 because in February
13 BrownLaw had issued \$215,000 to Brown and \$115,000 to Pak’s company USCV, shorting her
14 by \$100,000. She also presented evidence that she had a credit of \$230,000 with BrownLaw
15 because she had assumed a loan in that amount owed by a former client to Baird Brown. That
16 evidence was not refuted and was corroborated by the client, Carolina Navarro. (3/7/2 Tr.
17 136:20-26.) Moreover, Pak presented evidence that the court found credible that Brown was
18 reviewing all of these transactions and raised no objections to them. As stated elsewhere in this
19 opinion, Brown was fully competent in 2019 and handling his business affairs. Moreover, he
20 knew the leads were not being purchased for the Brown firm because he was stepping back from
21 the firm, transferring his clients to Norris and not intending to practice law in the future. He
22 could not have intended Pak to be purchasing hundreds of leads for his own firm, since he had no
23 lawyer (other than Norris) associating in to handle these cases.
24 Nonetheless, Pak was responsible for managing the payments and the books and her accounting
25 practices likely were confusing to Brown. Her testimony that she had an earned income credit
26 of \$100,000 as of May 2019 was demonstrated to be false by the records submitted and the
27 testimony of plaintiffs’ expert Holstrom. Indeed, by May 14, 2019, Pak had already transferred
28 \$40,000 (two checks of \$20,000) to herself from the business account, reducing any credit to
\$60,000. The evidence presented also showed that by October 14, 2019, she had transferred
another \$75,000 to her company, without comparable payouts to Brown. (Exh. 7.) Thus, the
\$100,000 credit was ephemeral. At best, plaintiffs admit Pak had a credit of \$20,000 by the end
of 2019. (See Brief, at p. 7, lns. 11-15.)

21 Accordingly, the court finds that Pak has presented adequate evidence that she had
22 \$230,000 in a credit, justifying her transfer of \$230,000 of the \$243,500 from the client trust
23 account in May 2019 to purchase leads. She has not adequately explained the additional \$13,500
she transferred in May.

24 Turning to the June 3, 2019 wire transfer of \$100,000 from the business account to
25 purchase leads from SMG, plaintiffs failed to establish that this expenditure was improper.
26 Immediately before this wire transfer out, Pak wired \$200,000 of her own money into the
27 account. (Tr Exh. 7, p. 48.) Even if her testimony about this transfer was confusing at trial, that
28 testimony did not make this transaction a breach of her fiduciary duty to Brown. The parties had
an understanding, the court finds, that the business account could be used by Pak to conduct
these types of transactions, even if not for the immediate benefit of Brown or the BrownLaw
firm. Thus, the \$100,000 spent on June 3 is adequately accounted for by Pak and does not

1 constitute a breach of her fiduciary duty to plaintiffs. But the court agrees with Plaintiffs that
2 Pak then transferred \$100,000 out of the account for her own purposes, leaving no excess to
3 cover the other transactions discussed below.

4 With respect to the August 19, 2019 transfer of \$40,000 to OPL, Pak has not presented
5 credible evidence that she had a credit or other money available to her in the Client Trust
6 Account, which would cover this payment to OPL. Therefore, plaintiffs have established that
7 Pak breached her fiduciary duty by transferring funds from the client trust account to cover this
8 lead purchase.

9 With respect to the two \$135,000 purchases of leads from B Partners made on October 21
10 and 22, 2019 out of the business account, \$135,000 was transferred by Pak from the Client Trust
11 Account into account 3119 to make these purchases and \$135,000 came from plaintiff's own
12 money. (See Exh. 8, p. 55 and Exh. 7, p. 86.) Pak was not able to present any credible evidence
13 as to why she would be entitled to claim \$135,000 of the client trust account money as her own
14 at that point in time. Accordingly, plaintiffs have established that she breached her fiduciary
15 duty to Baird Brown when she used client trust account funds to purchase \$135,000 in leads in
16 October 2019.

17 In sum, the court agrees with plaintiffs that they have established that Pak breached her
18 fiduciary duty to plaintiffs by using \$188,500 of money belonging to the firm and/or Brown to
19 purchase leads for the Norris firm.

20 B. *Elder Abuse*

21 The court found in its initial statement of decision that Pak had breached her fiduciary duty to
22 Brown in her handling of the rental payments. In the amended statement of decision, the court
23 now finds that Pak also breached her fiduciary duty by her use of firm funds to purchase leads in
24 2019 for the Norris firm in the amount of \$188,500. Plaintiffs object to the statement of
25 decision's failure to find that such conduct also constitutes financial elder abuse. Elder financial
26 abuse under Welfare and Institutions Code Section 15600, et seq. includes the wrongful taking of
“real or personal property of an elder by undue influence as defined in Section 15610.70.”
Section 15610.30(b) provides that “A person or entity shall be deemed to have taken, secreted,
appropriated, obtained, or retained property for a wrongful use if, among other things, the person
or entity takes, secretes, appropriates, obtains, or retains the property and the person or entity
knew or should have known that this conduct is likely to be harmful to the elder or dependent
adult.” The court sustains the objection that the court failed to discuss the impact of the court’s
findings with respect to breach of fiduciary duty on the elder abuse claim.

27 Plaintiffs established that Pak’s breach of her fiduciary duty to Brown constitutes financial
28 elder abuse within the meaning of the statute. The court notes that plaintiffs did not establish
that Norris participated in the wrongful taking, or that he knew the source of the money used to
purchase leads, or understood that Pak was using Brown’s money to pay the lease for his office.
Thus, Norris is not liable under the Elder Abuse statute.

Because plaintiffs established by a preponderance of the evidence that Pak engaged in
conduct which amounts to elder financial abuse, “as defined in Section 15610.30, in addition to
compensatory damages and all other remedies otherwise provided by law, the court shall award

to the plaintiff reasonable attorney's fees and costs." (§ 15657.5, subd. (a), italics added.) "The attorney fee provision in section 15657.5 is not discretionary in nature." (*Arace v. Medico Investments, LLC.* (2020) 48 Cal.App.5th 977, 983.) Pak is also potentially liable for treble damages under Civil Code Section 3345. However, as explained further in the amended Statement of Decision, the court finds a multiplier is not appropriate here because of the poor record-keeping and intermingling of funds by both Pak and Brown. The court will amend the Statement of Decision to reflect these findings.

c. *Breach of Fiduciary Duty by Pak relating to the Roh Case*

Plaintiffs failed to produce persuasive evidence that Pak's conduct with respect to the Roh case violated her fiduciary duty to Brown. As stated throughout the opinion, the court finds that Brown acquiesced in the transfer of his cases to the Norris firm because of his health issues, the state bar investigation and his understanding that he did not have the ability to continue to litigate these cases. There was no evidence that Pak used undue influence on the Roh family or that Mr. Brown was unaware of the transfer. If Brown truly believed he was still representing Roh, he would have exercised his professional obligations to keep abreast of the case and would have immediately seen that a substitution had been filed, replacing his office with that of Mr. Norris's. Had Brown believed that he was still responsible for the case, he would have known that settlement and litigation activity was taking place without him. The fact that he did nothing is irrefutable evidence that he consented to the substitution. There can be no breach of a fiduciary duty where the party to whom the duty is owed consents to the conduct about which he later complains.

d. Rulings on Michele Pak's Cross-Complaint

In their objections, plaintiffs correctly point out that the court failed to rule on Pak's first through seventh causes of action in her cross-complaint: 1) Breach of Contract, 2) Money Had and Received, 3) Open Book Account, 4) Account Stated, 5) Conversion, 6) Unauthorized Computer Access (violation of Penal Code §502), and 7) Violation of Bus. & Prof. Code §17200, et seq. The court finds as follows with respect to these causes: Cross-Complainant Pak failed to establish all of the elements for these causes of action, entitling cross-defendants to judgment on these claims.

III. RULING ON OBJECTIONS BY CROSS-DEFENDANTS/CROSS COMPLAINANTS' DONALD G. NORRIS AND DONALD G. NORRIS A LAW CORPORATION

A. Damages for Lead and Client Acquisition Losses

Cross-Complainants Donald G. Norris and the Donald G. Norris Law Corporation object to the proposed statement of decision on the grounds it does not adequately compensate cross-complainants for the losses they suffered as a result of cross-defendants' take-over of their office and refusal to return their case files. Cross-complainants contend that they are not seeking speculative damages (for example, the amounts they might have recovered had they been able to continue their representation of these clients uninterrupted), but only their out-of-pocket costs in paying for these leads in the first instance.

1 The court agrees that in principle, the out-of-pocket costs of paying for leads would be
2 compensable based on wrongful interference with Norris Law Corporation's business. The court
3 will revise the Statement of Decision to so provide. Nonetheless, the court finds that cross-
4 complainants have not proven actual damages as a result of the wrongful retention of their files
5 because cross-defendants have established that the Norris cross-complainants could have
6 mitigated their damages but failed to do so.² The court notes that Civil Code Section 3336
7 (Conversion) requires the plaintiff to establish the amount "sufficient to indemnify the party
injured for the loss which is the natural, reasonable and proximate result of the wrongful act
complained of *and which a proper degree of prudence on his part would not have averted.*"
Thus, Section 3336 incorporates the concept of mitigation into the affirmative burden of proof
placed on plaintiff.

8 The evidence established that Norris and the Whites were in contact immediately after Norris
9 was barred from the office and his files taken. Norris and the Whites entered into an agreement
10 by which Norris could have the files returned to him provided he indicated which files he needed
11 returned. (Exh. 1694.) Norris decided not to abide by this agreement because he claims he
12 concluded that it would violate the attorney client privilege to provide client names. The court
finds this contention unavailing from a legal standpoint and also not credible based on the facts
presented.

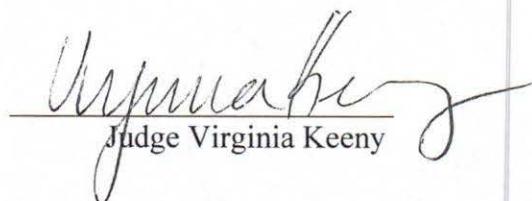
13 Ordinarily the disclosure of a client's name by the attorney does not violate the attorney
14 client privilege. (See *People ex rel Herrera v. Stender* (2012) 212 Cal.App.4th 614, 648-650.)
15 Had Norris provided the list as initially agreed, he would not be breaching the privilege with
16 those clients. Furthermore, the position he took actually interfered with his representation of
17 those clients, preventing him from continuing to represent their interests in a timely and effective
18 manner. Because he refused to provide a list of client names to plaintiffs, he had no access to
19 these clients' files and could not contact or represent them. Such conduct was unreasonable
20 under the circumstances and appears to this court to have been taken to maximize a claim for
damages rather than to protect his clients' best interests. Had Norris simply provided the names,
obtained the original files and allowed Brown to keep a copy of the files (with an agreement that
they would not be reviewed), any damage to the clients would have been prevented, as well as
any financial loss to the Norris firm. Under the circumstances, the court finds that this conduct
on the part of the Norris firm is a clear example of failure to mitigate damages. It is well-

21 ² Although cross-defendants' Answer to the Norris Cross Complaint did not set forth the
22 affirmative defense of "failure to mitigate," they were not required to do so to preserve this issue
23 for resolution by the trier of fact. (See *Erler v. Five Points Motors* (1967) 249 Cal.App.2d
24 560,568.) As *Erler* explains: "The plaintiff has the burden of proving his damage. The law is
settled that he has the duty of minimizing that damage... . The 'elementary principles' of logic
and fair play . . . would surely be violated if the plaintiff were not to be subject to cross-
examination as to his own activities in relation to the case he has the burden of proving."
Moreover, the same conduct which the court finds establishes a failure to mitigate on the part of
the Norris cross-complainants also supports a finding that those cross-complainants waived any
claim for damages based on the failure to return the files and/or consented to the withholding by
virtue of their refusal to provide adequate information for the files to be returned. Waiver was
asserted as an affirmative defense in the Browns answer to the cross-complaint filed on February
16, 2024.

1 established that a "plaintiff cannot be compensated for damages that were not incurred or could
2 have been mitigated by reasonable effort or expenditures." (*Powerhouse Motorsports Group,
3 Inc. v. Yamaha Motor Corp., USA* (2013) 221 Cal.App.4th 884, citing *Lu v. Grewal* (2005) 130
4 Cal.App.4th 841, 849–850.) Further, as indicated elsewhere in the statement of decision, it was
5 reasonable for the Brown defendants to initially take the files and to insist that they be able to
6 retain a copy, not to review, but to ensure they were not later accused of destroying documents or
7 failing to return them, as happens unfortunately, with great frequency in disputes over retention
8 of files.

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10 IT IS SO ORDERED
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Dated this 5th day of December 2025.


Judge Virginia Keeny