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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  
22 p. 25:20 -27.)

23 Plaintiffs contend that despite these health crises and his suspension, Brown had no intention  
24 to retire and continued to maintain his practice and go into work on weekends to review matters  
25 until June 2023, when he first had suspicions that Michelle Pak, his office manager, was no  
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.  
7 110:3-113:9.) While he claims he had no knowledge that Pak was going to be working for  
8 Norris as his office manager in the April 2020 time frame, he admitted that Pak had shown him  
9 the draft of an agreement she and Norris were drawing up in the July 2019 time frame. (1/22/25  
10 at 113:10- 114:28.)<sup>1</sup>

11 The court also received into evidence Exhibit 1573, a series of text messages between  
12 Brown and Pak. Tellingly, on April 26, 2020, Pak and Norris have an exchange in which Pak  
13 criticized Brown for making a “business deal with Jeff David” and referring “questions cases to  
14 him.” She asserted “our clients already have own new lawyer why they asking questions to their  
15 case to Jeff.” Instead of denying that the clients had a new attorney, Brown responded: “No  
16 arrangement with Jeff. He would be *backup if DN is not available or not interested.*” Exh.  
17 1573, p. 3 (emphasis added.).) This text was followed by a barrage of text messages from Pak  
18 over the next two months, talking about the problems with various cases, including statute of  
19 limitation problems and 154 cases with serious problems which had been transferred into  
20 Norris’s name. Brown’s only response was to direct her to transfer the problematic cases back to  
21 him. At no time in this series of text messages over this several month period did Brown express  
22 any discomfort or disagreement with the transfer of cases to Norris, nor did he give Pak any real  
23 guidance about what to do with the SOL problems and other legal problems she was finding.  
24 This series of text messages is strong evidence that Brown agreed that the cases should be  
25 transferred to Norris and that he was providing little to no oversight to Pak, a nonlawyer, about  
26 what to do with the remaining cases or questions that were being raised and problems that were  
27 being uncovered.

28 Brown also admitted that he entered into an agreement with Norris on November 16,  
1 Both counsel for Pak and Brown expressed some consternation on the record about Brown’s  
2 2020 whereby Brown agreed to accept 80% of all attorney fees received relative to the Androgel  
3 testosterone gel mass tort cases previously handled by Brown’s office. (RT 1/22/25, p. 117:10-  
4 119:15 and Exh. 1.) He could not recall any conversations with Pak about the percentage chosen  
5 but agrees he voluntarily signed this agreement. Upon further examination at trial, he confessed  
6 that he has no memory of this agreement or the Androgel case. (RT 1/23/25 at p. 38:2- 41:6.)  
7 Although he acknowledges his signature on the document, he does not have any memory of

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<sup>1</sup> Both counsel for Pak and Brown expressed some consternation on the record about Brown’s testimony in this regard, and the court expressed concern that Brown was not reviewing 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 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 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 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 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.<sup>2</sup> 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.

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28 <sup>2</sup> 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.)

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

11 Pak claims that when Brown told her that he wanted to retire in 2019, he explained that  
12 he wanted to keep only a few of the individual personal injury cases. He informed her he did not  
want to keep the mass tort cases because they took two to six years to complete. (RT 2/7/25, p.  
13 80:10-28.) He also wanted to retain some cases which had "already settled," like the Androgel  
14 case. (*Id.*) With respect to the Androgel case, he told Pak because it was nearly completely  
settled, he wanted Norris to take it over, for an 80/20 fee split in Brown's favor. (*Id.*, at p. 81:13-  
15 25.)

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

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

25 Although she testified on one day that she first started working with Norris after April 1,  
26 2020, she testified elsewhere that in February 2020, she contacted one of Baird's clients, Hyung  
27 Roh, and told him that his case was going to be transferred to Don Norris and sent him a  
28 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, lns. 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, lns. 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.)<sup>3</sup> 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  
out of the settlement proceeds for money her daughter had allegedly lent to the plaintiff to cover  
17       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 –  
18       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.)

19       Pak testified that under her contractual agreement with Brown, even if the contract was  
20       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  
22       performed these services diligently after April 2020, trying to finish up the various cases in  
Brown's case load. (RT 2/14/25, p. 126:22-127:6.) Pak claimed that she paid all of the  
23       operating expenses out of the Baird Brown Business Account. (RT 2/7/25 at p. 72:6 - 15.) Pak

24       <sup>3</sup> Although the court agreed with Brown's counsel that the substitution appeared to have been  
25       doctored to change the Norris law firm name and address, which is not proper, Brown appears to  
26       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  
27       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  
28       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  
12 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  
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  
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  
16 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  
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.  
(2/14/25 RT p. 35, ln. 27 – and Exhibit 11, pp. 71-72.)

19  
20 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  
21 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  
22 maintaining their operation to handle these matters.

23 With respect to the Baird Brown Client Trust Account, both Brown and Pak had signing  
24 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  
25 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  
26 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  
continued until the end of 2022. In the last year for which the court has records (2022), very few  
27 transactions were conducted on the Client Trust Account and the balance was no more than  
\$50,000 (Exh. 12, 14.) Again, had Brown been monitoring the Client Trust Account, he would  
28

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  
3 times and could have seen all the checks she wrote. (2/7/25 RT at p. 73:15-25.)

4 Pak was questioned about payments made from the Baird Brown checking account ending  
5 3119. She confirmed that the following payments were made to purchase leads for mass tort  
6 cases: \$195,000 was paid to Broughton Partners on May 14, 2019, \$48,500 to Sequoia Media  
7 Group on May 31, 2019, another \$100,000 to Sequoia and \$40,000 to On Point Legal on August  
8 19, 2019, \$135,000 on October 22, 2019 to Broughton Partners, and \$135,000 on October 23,  
9 also to Broughton . (RT 2/7/25 at p. 18: 9-20:21, and Exh. 7.) She claimed that all of these  
10 payments were made with her money, even though the payments were made from the Baird  
11 Brown business account. (*Id.*) She admitted that she was making these payments to purchase  
12 leads for the Norris law firm, starting as early as May 24, 2019. (RT 2/7/25 at p. 24:27-27:21.)  
13 She then altered her testimony and stated that she did not start working for Norris until the end of  
14 June or early July 2019. (*Id.*, at p. 28, ln. 19-25.) (As stated above, this testimony at trial  
15 contradicted her deposition testimony.) She claims that Brown approved this method of paying  
16 for leads for Norris: putting the money into the Brown business account so it could be written off  
17 as a business expenses for the Brown firm, but then used by the Norris firm. (2/14/25 pp. 38-  
18 41.) As trial went on, Pak's testimony changed yet again about who she purchased the leads for,  
19 undermining her credibility further. (RT 2/14/25 RT at pp. 45-49.)

20 Ultimately, Pak claims she invested \$4 million of her own money between April 1, 2020 and  
21 October 2023 purchasing leads for Norris's law firm. (2/10/25 RT at p. 11, 4 to 8.) She testified  
22 that it was her intent to become an investor in his firm and that she expected to be paid back  
23 "dollar for dollar" for the money she had invested in the firm through the purchase of leads. (RT  
24 2/14/25 at pp. 122-123.)

25 Of the \$635,000 which came from Brown's business account to purchase leads, she  
26 explained \$100,000 was in her "account" based on her taking less than her full draw in February  
27 2019; \$335,000 she wired in to the account and \$230,000 was a note she took over from Brown.  
28 (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.

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

36 She then met with Norris sometime in June, discussed the opportunity with him, and Norris  
37 agreed to meet with Brown. (RT 2/7/25, p. 93:8-28.) She set up a meeting with Norris and  
38 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.)<sup>4</sup> 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.)<sup>5</sup> 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  
20 claims that all these letters were first approved by Brown. The court agrees with Brown’s  
21 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

22 <sup>4</sup> 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 <sup>5</sup> 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  
4 clients, encouraging them to switch to the Norris Law Firm. (*Id.*, at 35:21– 37:10.) She admitted  
5 that the script used by their legal assistants was deceptive, as it described Donald Norris as an  
6 “associate branch” of the Brown Law Firm, which he was not. (*Id.*) Other deceptive  
7 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.)  
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  
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  
12 elsewhere, the court does not believe Pak’s testimony, given her general lack of credibility, Mr.  
Brown does not have sufficient memory to know what occurred with this box, and the court  
13 could not see any particular gain to anyone that it was not sent.

14 Pak was present on October 21, 2023 when Brown, his wife, and his attorneys came to the  
15 office with several other people. She was handed a termination letter, which was also read to her  
16 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  
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  
23 receiving email notification of some of the letters going out to clients, the court found this  
24 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  
25 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  
26 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  
27 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  
28 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  
18 evidence were generally the types of communications that Pak directed him to send to existing  
19 clients to persuade them to transfer their cases to Norris. He confirmed that Norris was not an  
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  
26 he was doing was in Brown's best interest and at his instruction because Brown told them to  
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.<sup>6</sup> 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                   *Testimony of Donald G. Norris*

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

17                   Nonetheless, Norris did present credible testimony about his first encounter with  
18 Michelle Pak and the process by which he agreed to undertake to continue to represent many of  
19 Brown's clients as Brown wound down his law practice. Norris met Pak in May or June 2019,  
20 through an introduction by a mutual friend. (RT 3/5/25 at pp. 5-6.) Norris had known Brown by  
21 reputation previously and had even referred cases to him, as he knew him to be a competent and  
22 experienced attorney. (*Id.*) Pak told him that Brown wanted to stop practicing law, as he had  
23 recently been diagnosed with Parkinson's and he was looking for someone to transfer hundreds  
24 of cases too, many of which were product liability mass tort cases. Pak proposed that she remain  
25 as an office manager to manage the staff and obtain leads. He believes at their first meeting she  
26 proposed the same type of financial arrangement she had with Brown, namely a 50/50 split. (RT  
27 3/5/25 at pp. 6-9.)

28                   Norris told Pak he was interested in the prospect, and she arranged a meeting in the  
29 second or third week of July between Brown and Norris. (RT 3/5/25, pp. 12-13.) Before the  
30 meeting, Pak assured Norris that Brown wanted to go ahead with transferring the cases. (RT  
31 3/5/25, pp. 15:27-16:4.) At the meeting in July 2019, Brown told Norris that he did not want to  
32 practice anymore and that he intended to retire. He stated that he wanted to transfer his cases  
33 over to Brown and would do whatever was needed to facilitate the transfer. Norris explained  
34 that he was interested but not certain he wanted all the cases, as he did not know anything about  
35 them. (RT 3/5/25 at pp. 12-13.) Significantly, Norris admitted that Pak began to purchase  
36 leads for his firm in June 2019, well before the meeting between Norris and Brown. He claims  
37 that Pak told him that Brown had given his blessing to this arrangement. (RT 3/5/25, pp. 131-  
38 132.) Pak told him that she was paying for leads using her own money, but did not disclose to  
39 him that she was passing that money through the Brown business account. (*Id.*, at pp. 133-136.)  
40 Norris viewed the money that Pak paid for leads to obtain clients to be loans to his law firm,  
41 which would have to be repaid. (3/5/25 at pp. 137-142.)

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6 Granillo denied being present on such a Zoom call or ever hearing that such a call had taken place. (3/7/25 Tr., pp. 30:17-31:21.)

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  
transferred to Norris. (RT 3/5/25, pp. 67-68.)

10           Norris had no good explanation why there was no written agreement between himself and  
11 Brown for the transfer of the other mass tort cases. (RT 2/28/25, pp. 37-40.) Norris testified  
12 simply that they had an oral agreement that Norris would be taking over these other cases,  
13 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  
16 nature of the plaintiff’s injuries and need for significant future medical care. When he became  
17 aware of the case, very little had been done and no discovery had been taken. He was able to go  
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  
and handling settlement negotiations. While the Panish 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 Panish firm ultimately dropped their claim for payment.  
18 (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.*  
21 at pp. 74-77, and Exh. 1656.) He conceded that \$261,000 of the attorney fees was transferred to  
22 Pak but cannot reconstruct precisely what that payment was for, as all of his notes were taken by  
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  
28 Brown had reviewed it and told her it “looked good.” (RT 3/5/25, p.16:20 - 17:9.) Brown  
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.)<sup>7</sup> 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     <sup>7</sup> 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).<sup>8</sup> 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,  
misconduct or breached any fiduciary duty. At the time of the relevant events, Robinson  
24 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  
25 authority, no control over client funds or firm assets, and received no financial benefit from the  
26 alleged conduct. (RT 1/28/25, Robinson, direct, 93:27-95:1.) Robinson never received any

27  
28 <sup>8</sup> 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  
7 had account access, Brown conceded, “[t]hat's a fair point. Maybe he didn't.” (RT 1/28/25,  
8 Brown, cross, 27:11-28:4.) When asked whether Robinson did anything else wrong, Brown  
9 admitted, “[n]othing else comes to mind.” (RT 1/28/25, Brown, cross, 28:5-7.)

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

11 The court prefacing its findings of fact and conclusions of law with respect to the claims  
12 brought against Norris and his law corporation with the critical finding that Brown practiced  
13 alone prior to his suspension and thereafter. Brown never had a partner, associate, or “of  
14 counsel” attorney associated with his firm to assist him with the practice of law. (RT 1/23/25 at  
15 p. 34:2-14.) He admitted that when he was sick with Covid for an extended period in 2022, there  
16 was no attorney handling any of his cases to his knowledge and he was not bringing in any new  
17 cases. His wife confirmed this. When asked how he was paying his staff, he stated that he did  
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  
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.  
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  
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  
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,  
21 hospitalized or in rehab through much of 2022. Either Brown agreed to have Norris take over  
22 the practice, as Norris testified, or Brown was planning to have non-lawyers run his practice,  
23 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,  
24 the court finds it more likely than not that due to his many health issues and cognitive decline,  
25 when he looked back into the affairs of his office in 2023 (after nearly three years of inaction on  
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  
information with his wife, she justifiably was concerned that Pak and Norris had colluded to  
push her husband out.

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’

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

3 Also very telling is Brown's agreement with Norris on the Androgel case. The parties  
4 signed a written agreement, which Brown did not dispute, giving Norris 20% of the fees to be  
5 recovered on these cases. Not only does this completely bely Brown's claim that he had no  
6 meetings or agreement with Norris in the 2019 period, but it also supports defendants' contention  
7 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?

8 Brown admitted that he did represent Norris in a legal malpractice case brought against  
9 Brown and Norris relating to a case referred to as the "Mick case." (RT 1/22/25 p. 128:6 –132:  
10 4.) He admitted to filing an answer on behalf of himself and Norris in December 2020. (1/27/25  
11 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.

15 Brown also admitted on cross-examination that in the 2020 period, he received emails from  
16 the Law Offices of Don Norris, attaching draft notices of letters to send to clients. One of those  
17 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  
18 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  
19 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  
20 2020 period where they discussed transferring cases to and from the Norris office. (RT 1/28/25  
21 p. 31:2- 38:6 and Exh. 1573, pp. 6-8.)

22 Brown admitted that he continued to have access to his bank accounts (business and client  
23 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  
24 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  
25 been effectively transferred to Norris, thereby necessarily reducing his income.

27 Indeed, had Brown been actively engaged in any of his federal mass tort cases, he would  
28 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.***  
***Penal Code § 496(c))***

12 Conversion requires that Plaintiffs prove ownership or a right to possess specific  
13 property, that Defendants substantially interfered with that property through unauthorized  
14 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  
19 nearly died from Covid), all witnesses agreed that Brown 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. 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  
executed by Pak. The court finds that Norris had no knowledge of the communications being  
22 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  
26  
27  
28 In their closing brief, plaintiffs did not advance any argument that the Norris defendants

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  
9 on those cases and to transfer any cases which were just at their outset to the new firm. Thus,  
10 there could be no interference with relations, since Baird Brown himself had decided to  
11 terminate those relationships.

12           ***3. Unfair Business Practices***

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

20           As stated above, there was insufficient evidence presented to support a claim for unfair  
21 competition based on alleged theft of Brown Law clients. The court also finds that there was  
22 insufficient evidence that the Norris firm appropriated the services of staff personnel, used the  
23 Brown law office suite, or used the Brown Law Firm address and phone number. The court finds  
24 that Brown gave permission to Pak and Norris to use his staff, office suite, and office phone, at  
25 the same time that Brown required Pak to use the suite and staff to finish up his remaining cases.  
26 Brown had access to the financial books, the office, the case files (through SugarSync), and the  
27 court records (through Pacer and other means), which would have clearly revealed to him that  
work was being done out of the suite by Norris and Pak, starting as early as his suspension in  
April 2020. The court concludes that Brown accepted this arrangement. To the extent that  
Brown believes and now claims that office expenses, staff time, and rent should have been paid  
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.

28           However, plaintiffs did establish that Pak negotiated a reduction in the lease which  
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  
9 construction. Assuming, arguendo, that it was visible to people accessing Norris's website for  
10 some uncertain period of time, the court finds that no damage has been established, nor can be  
11 presumed. Under the circumstances, plaintiffs have failed to prove that the website photo and bio  
12 constitutes an unfair business practice.

13 Finally, the court does find that it was deceptive advertising to describe Norris as an  
14 associate of the law firm or his firm as a division of the Brown law firm in letters sent to the  
15 clients. The description might have misled clients to believe there was a long-standing  
16 relationship between the two firms or attorneys, that Norris was in fact covered by Brown's  
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  
finds that Brown approved the transfer of all of these cases to Norris. Further, the court finds  
that Brown was actively running his office in 2019 and early 2020 and had full access to these  
letters that were being sent to clients. Thus, he would have approved these mailings, even if he  
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  
26 of employment, an employer is entitled to its employees' 'undivided loyalty.'"  
(*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  
15 originated in the Baird Brown Client Trust Account or the business account, which would  
16 constitute a breach of fiduciary duty if those funds were used for anything other than the benefit  
17 of the firm and/or Brown. Thus, the burden shifted to Pak to establish that these funds, in fact,  
18 belonged to her to use as she elected. The court finds that Pak has not met that burden with  
19 respect to all of these transactions. Moreover, Pak's explanation for the source of these funds  
20 was not credible in some respects.

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

- 24
- 25       • \$335,000 wired into BrownLaw's account from Ms. Pak's personal funds (Ex. B,  
26 Trial Tr. 2/14/25 at 50:15–28, 52:4–6)
  - 27       • \$230,000 from a loan originally made to Mr. Brown by Carolina Navarro, which  
28 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)
  - 29       • \$100,000 retained earnings credit established on February 26, 2019, when  
30 BrownLaw issued \$215,000 to Mr. Brown and \$115,000 to Ms. Pak's company,  
31 USCV (Ex. B, Trial Tr. 2/14/25 at 53:1–2; TrEx 7, p. 13)

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

36       The first transaction that the Browns challenge as suspect was a \$195,000 payment from  
37 the Brown Business Account (3119) dated May 14, 2019 to purchase leads from a company  
38 referred to as "B Partners." The bank records show that this same amount was transferred by  
39 Pak to account 3119 a day before from the BrownLaw client trust account. (Exh. 8, p. 27.) The  
40 same is true for the next purchase of leads made on May 31, 2019 in the amount of \$48,500.  
41 (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.

11 Nonetheless, Pak was responsible for managing the payments and the books and her  
12 accounting practices likely were confusing to Brown. Her testimony that she had an earned  
13 income credit of \$100,000 as of May 2019 was demonstrated to be false by the records submitted  
14 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  
15 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.)  
16 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.)

17 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  
18 account in May 2019 to purchase leads. She has not adequately explained the additional \$13,500  
19 she transferred in May.

20 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.  
21 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  
22 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  
23 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  
24 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  
25 cover the other transactions discussed below.

27 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  
28 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  
8 in time. Accordingly, plaintiffs have established that she breached her fiduciary duty to Baird  
9 Brown when she used client trust account funds to purchase \$135,000 in leads in October 2019.

7 In sum, the court agrees with plaintiffs that they have established that Pak breached her  
8 fiduciary duty to plaintiffs by using \$188,500 of money belonging to the firm and/or Brown to  
9 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  
17 would almost certainly have involved legal work, or negotiations with a client and third parties  
18 on behalf of a client, to a person of Pak's minimal qualifications, showed poor judgment, perhaps  
19 explainable by his health issues and deteriorating cognitive abilities. Nonetheless, there was no  
20 evidence of actual breach by Pak as it related to these retained personal injury cases, or damages  
21 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

1 case violated her fiduciary duty to Brown. As stated throughout the opinion, the court finds that  
2 Brown acquiesced in the transfer of his cases to the Norris firm because of his health issues, the  
3 state bar investigation and his understanding that he did not have the ability to continue to litigate  
4 these cases. There was no evidence that Pak used undue influence on the Roh family or that  
5 Brown was unaware of the transfer. If Brown truly believed he was still representing Roh, he  
6 would have exercised his professional obligations to keep abreast of the case and would have  
7 immediately seen that a substitution had been filed, replacing his office with the Norris law firm.  
8 Had Brown believed that he was still responsible for the case, he would have known that  
9 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  
Investments, LLC.* (2020) 48 Cal.App.5th 977, 983.) Pak is also potentially liable for treble  
18 damages under Civil Code Section 3345 (discussed below).

#### 19 **E. Conspiracy**

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

#### 26 **F. Punitive Damages**

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

#### 29 **G. Enhanced Damages under Civil Code Section 3345**

30 Plaintiffs seek enhanced damages under Civil Code Section 3345, which provides for  
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.4<sup>th</sup> 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.<sup>910</sup> The

28 <sup>9</sup> 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.

<sup>10</sup> 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  
plaintiff Ann Brown. (RT 3/7/25, pp. 14-25, and Exh. 15525.)

19 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  
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  
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.)

20 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  
Norris has not established actual damages.

21 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  
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  
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  
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.5<sup>th</sup> 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 5<sup>th</sup> day of December 2025.

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Judge Virginia Keeny