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County of Los Angeles
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David W. Slayton,
Executive Officer/Clerk of Court,
By A. Munoz, Deputy Clerk

Attorneys for Plaintiff,
BELL CANYON ASSOCIATION

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

BELL CANYON ASSOCIATION, a
California nonprofit corporation;

Plaintiff,

vs.

HUDOCK EMPLOYMENT LAW GROUP,
APC, a California corporation; ROBERT
HUDOCK, an individual; PARISER &
PARISER, LLP, a limited liability partnership;
and DOES 1-20, inclusive,

Defendants.

Case No.: **24STCV27161**

COMPLAINT FOR:

- (1) LEGAL MALPRACTICE; AND,**
(2) BREACH OF FIDUCIARY DUTY

DEMAND FOR JURY TRIAL

1 Plaintiff BELL CANYON ASSOCIATION ("Plaintiff" or "BCA") alleges as follows for
2 its Complaint:

3 **THE PARTIES**

4 1. BELL CANYON ASSOCIATION ("Plaintiff" or the "BCA") is and was a
5 California nonprofit corporation, doing business as Bell Canyon Homeowners Association. The
6 BCA is located at 30 Hackamore Lane, Suite 8, Bell Canyon, CA 91307, in the County of
7 Ventura.

8 2. Plaintiff is informed and believes, and based thereon alleges, that Defendant
9 HUDOCK EMPLOYMENT LAW GROUP, APC ("HELG") was a California corporation with
10 its principal place of business located at 515 S Flower Street, Suite 1220, Los Angeles, CA
11 90071, in the County of Los Angeles.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendant
13 ROBERT HUDOCK is and was an individual that resides in Los Angeles County, California.

14 4. Plaintiff is informed and believes, and based thereon alleges, that Defendant
15 PARISER & PARISER, LLP ("Pariser") is and was a limited liability partnership with its
16 principal place of business located at 1925 Century Park E, #2000, Los Angeles, CA 90067, in
17 the County of Los Angeles.

18 5. The true names and capacities, whether individual, corporate, partnership,
19 associate, or otherwise of the Defendants named herein as DOES 1 through 20, inclusive, are
20 presently unknown to Plaintiff who therefore sues these Defendants by fictitious names. Plaintiff
21 is informed and believes, and based thereon alleges, that each of the Defendants designated
22 herein as a DOE is legally responsible in some manner for the events and happenings referred to
23 herein, and caused injury and damage proximately thereby to Plaintiff as hereinafter alleged.
24 Plaintiff will seek leave of this Court to amend this Complaint to show the true names and
25 capacities of these DOE Defendants once ascertained. Whenever in this Complaint reference is
26 made to "Defendants," such allegation shall be deemed to mean the acts of Defendants acting
27 individually, jointly, and/or severally.

28 6. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and

1 each of them, including the DOE Defendants, were the agents, employees and/or representatives
2 of each of the remaining Defendants and were, at all times material hereto, acting within the
3 purposes and scope of such agency, employment, contract and/or representation, and that each of
4 them are jointly and severally liable to Plaintiff.

5 7. Defendants HELG, Pariser, Mr. Hudock and DOES 1 through 20, collectively
6 shall be referred to herein as “Defendants.”

7 VENUE

8 8. Venue is proper in the Superior Court of Los Angeles County because
9 Defendants’ residence and principal place of business is located in the County of Los Angeles,
10 State of California, where the conduct, acts, inaction, statements or omissions complained of
11 took place.

12 GENERAL ALLEGATIONS

13 9. This is a legal malpractice action arising from Defendants’ complete and total
14 abdication of their duties as counsel of record for the BCA in matters related to lawsuits filed on
15 behalf of and against the association’s former President, Eric Wolf. As will be set forth below,
16 Defendants had a duty and obligation to represent the BCA, yet repeatedly took actions that
17 would only benefit Mr. Wolf, to the detriment of the BCA.

18 10. The BCA is a Homeowners Association for residents of a gated community in
19 Bell Canyon, California. The BCA was created for the purpose of providing for maintenance,
20 repair, administration, and preservation of the Bell Canyon community, which is comprised of
21 approximately eight hundred single family residences, less than 2,000 residents, and vast
22 common areas. The BCA is regulated by a set of written conditions, covenants, restrictions and
23 reservations (“CC&Rs”), which are enforced by a Board of Directors (“the Board”). The Board
24 consists of approximately nine (9) elected residents who are obligated to act in the best interest
25 of the community at large and evenly enforce the CC&Rs.

26 11. Bell Canyon resident Eric Wolf was the President of the BCA for over a decade,
27 from approximately 2012 to 2023.

28 12. In or around January of 2014, the BCA retained Robert Hudock and the HELG to

1 represent it in matters related to the resignation of the BCA's former HOA Manager, Carol
2 Henderson.

3 13. In or around 2015 or 2016, a conflict arose between certain residents of the Bell
4 Canyon community and Eric Wolf. In short, those residents accused Mr. Wolf of intentionally
5 interfering in various construction projects in order to personally profit. They raised these
6 concerns and threatened to go to the Board of the BCA, and to sue to enforce their legal rights.
7 Further a developer working on behalf of certain residents, Nissim David-Chai ("Chai"), accused
8 Mr. Wolf of trying to extort favors, services, and gifts out of him in order to approve certain
9 construction and development projects in the community.

10 14. On or about September 19, 2016, as a result of the alleged extortion by Mr. Wolf,
11 Chai filed a lawsuit against the BCA, Eric Wolf and other BCA Board members, in a case
12 entitled *Nissim David-Chai, et al. v. Bell Canyon Association, Inc., Eric Wolf, et al.*, Ventura
13 County Superior Court Case Number 56-2016-00486775-CU-WM-VTA, alleging, among other
14 things, breach of contract, interference with contractual relations and prospective business,
15 intentional infliction of emotional distress, and other related causes of action (the "Chai
16 Action"). In the Chai Action, Chai alleged that Wolf used his position of authority at BCA to
17 extort services, grant favors illegally, and otherwise abuse positions of trust and fidelity. The
18 BCA was represented by Wayne Pariser of Pariser & Pariser LLP ("Pariser") in the Chai Action.

19 15. In or around late 2016, certain residents in the community became aware of the
20 Chai Action. Two such residents, Leon Reingold and Marina Reingold ("The Reingolds")
21 obtained a copy of the Complaint in the Chai action and immediately recognized that they had
22 had similar interactions with Mr. Wolf and that Mr. Wolf had issued a stop work order on a
23 project that Chai was building for the Reingolds. The Reingolds initially approached some
24 individual BCA Board members to complain about Mr. Wolf, and ultimately made a formal
25 complaint to the Board and accused Mr. Wolf of abusing his power and breaching his fiduciary
26 duties. The Reingolds threatened to file a lawsuit if the BCA Board did not "unfreeze" their
27 construction project.

28 16. On or about October 5, 2017, in order to proactively "go on offense" against the

1 Reingolds, Mr. Wolf personally filed a lawsuit against the Reingolds, and their family member
2 David Vorobiev, in a case entitled *Eric Wolf v. Leon Reingold, Marina Reingold, and David*
3 *Vorobiev*, Ventura County Superior Court Case Number 56-2017-00502383-CU-DF-VTA, for
4 defamation, and other related causes of action (the “**Defamation Action**”). Mr. Wolf was
5 represented by Mr. Hudock and HELG at all relevant times. Generally, among other things, Mr.
6 Wolf alleged that the Reingolds and Mr. Vorobiev engaged in a conspiracy to defame Mr. Wolf,
7 illegally stole his telephone records to call his family and friends and defame him, and published
8 defamatory materials about him in an email. In truth, the Reingolds were raising allegations that
9 Mr. Wolf had engaged self-dealing and abused his powers, which he in fact had done.

10 17. The BCA did not approve or otherwise agree to pay any of the legal fees
11 associated with Mr. Wolf’s, purely personal, Defamation Action against the Reingolds and Mr.
12 Vorobiev. However, Mr. Wolf used BCA funds to fund the Defamation Action, by among other
13 things, misappropriating and/or allocating funds approved for another lawsuit, for the
14 Defamation Action. Mr. Hudock was aware that the BCA Board had not approved any use of
15 BCA funds to defend the Defamation Action, and in fact that his payments were coming from
16 the BCA. Further, Mr. Hudock and HELG never got any written retainer agreement with the
17 BCA to pay for the Defamation Action. Even though Mr. Wolf’s claims against the Reingolds
18 and Mr. Vorobiev were purely personal, Mr. Wolf, Mr. Hudock, and HELG used the BCA as
19 their personal piggy bank to prosecute the Reingolds and Mr. Vorobiev.

20 18. On or about April 24, 2018, Leon Reingold and Marina Reingold (the
21 “Reingolds”) filed a lawsuit against the BCA and three individual resident members of the Bell
22 Canyon Architectural Committee, Ray Jadali, Keir Milan, and Peter Carniglia, in a case entitled
23 *Leon Reingold, Marina Reingold v. Bell Canyon Association, Inc., Ray Jadali, Keir Milan, and*
24 *Peter Carniglia*, Ventura County Superior Court, Case Number 56-2018-00510717-CU-BT-
25 VTA. Generally, the Reingolds accused the BCA and members of the Board of issuing stop work
26 orders or otherwise denying the Reingolds’ change orders related to the Reingolds’ plans to build
27 a residence on a lot they owned at 9 Wagon Lane, in bad faith or with discriminatory intent (the
28 “**Stop Work Order Action**”). The Reingolds specifically accused Eric Wolf, the then-president

1 of the Board, of retaliating against them for lodging a complaint against him.

2 19. On or about July 10, 2018, the Reingolds filed a cross complaint against Mr. Wolf
3 in the Defamation Action for breach of fiduciary duty, infliction of emotional distress,
4 interference with contract, and fraud (the **Defamation Cross Complaint**). Notably, the BCA
5 was not named. Mr. Wolf obtained Board approval to pay for the Defamation Cross Complaint,
6 but used false pretenses to use Board money to pay for other existing and eventual lawsuits
7 solely against him. Despite the fact that only Mr. Wolf was named and not the BCA, Mr. Wolf
8 misrepresented the nature of the lawsuit to the Board and obtained Board approval to pay
9 attorney's fees for his Defamation Cross Complaint. Mr. Hudock was aware the BCA had not
10 been named, and the allegations related only to Mr. Wolf but used BCA funds to defend against
11 the Reingolds' cross complaint in the Defamation Action. Mr. Hudock and HELG never got any
12 written agreement with the BCA to pay for Mr. Wolf's defense in the Defamation Action. In
13 essence, the Reingolds' cross complaint alleged serious violations of Mr. Wolf's fiduciary duties
14 as President of the BCA Board, including self-dealing and interference with construction projects
15 for personal gain. Mr. Hudock and HELG were aware that the nature of these allegations created
16 a serious ethical conflict in their representation of Mr. Wolf and their representation of the BCA,
17 but took no steps to address the conflict. Instead, Mr. Hudock and HELG continued to profit by
18 collecting significant, inflated attorneys' fees in exchange for their participation for the scheme
19 by Mr. Wolf. Wayne Pariser participated and observed numerous depositions in multiple cases,
20 and was personally aware of the allegations and evidence against Mr. Wolf relating to his
21 breaches of fiduciary duties to the Board. Indeed, Mr. Pariser has been aware of the nature of the
22 allegations of self-dealing, conflicts of interests, and breaches of fiduciary duties by Mr. Wolf
23 since the Chai Action.

24 20. On or about November 16, 2018, the BCA filed a cross complaint against the
25 Reingolds in the Stop Work Order Action for, among other things, the Reingolds' alleged breach
26 of their obligations under the association's CC&Rs. The BCA and the individual defendants
27 were represented by Wayne Pariser of Pariser & Pariser LLP ("Pariser"), who represented the
28 BCA in the Chai Action.

1 21. On or about October 1, 2019, Mr. Vorobiev filed for summary judgment in the
2 Defamation Action (only as to himself). The substance of the accusations was so baseless that.
3 on or about October 11, 2019, without even attempting to oppose the Motion, HELG, on behalf
4 of Mr. Wolf, dismissed Mr. Vorobiev from the Defamation Action with prejudice, thereby
5 constituting a favorable termination in favor of Mr. Vorobiev.

6 22. In or around August 2020, Mr. Wolf, acting alone, approved HELG to represent
7 the BCA along with Mr. Pariser in the Stop Work Order Action. This decision by Mr. Wolf was
8 never voted on or approved by the Board, and Mr. Wolf and HELG were aware that the Board
9 did not vote on or approve of HELG's representation.

10 23. HELG's representation of both Mr. Wolf in the Defamation and/or Cross
11 Complaint Action and the BCA in the Stop Work Order Action was directly adverse. This is
12 because the Stop Work Order Action directly implicated Mr. Wolf as someone who was acting
13 *adversely* to the BCA. For example, the Third Amended Complaint ("TAC") filed by the
14 Reingolds in the Stop Work Order Action lists Mr. Wolf on several occasions:

- 15 • In Paragraph 14 of the TAC, the Reingolds allege, "plaintiff Leon Reingold was
16 specifically contacted by Wolf who instructed him, as the President of the BCA, that he
17 (Plaintiff Leon Reingold) "...better not testify for Chai or..." Plaintiffs "...would not get
18 to build..." the project at 9 Wagon Lane."
- 19 • In Paragraph 16 of the TAC, the Reingolds alleged that the BCA, and specifically Mr.
20 Wolf, singled them and their property out for undue scrutiny, unfair and unequal
21 treatment, and its actions were not based upon the merits of any actions undertaken by
22 Plaintiffs in regard to the development of their Property, but rather, among other things,
23 were made on account of Plaintiffs' report of inappropriate actions taken against them by
24 Mr. Wolf, to members of the Board, which were negative with respect to Mr. Wolf.

25 Indeed, the facts supporting Mr. Wolf's retaliation against the Reingolds were significant,
26 so much so that the judge ultimately sided with the Reingolds in his decision in 2023.

27 24. At no point in time, beginning in or around August 2020 through the present, did
28 Mr. Hudock or HELG get the BCA's informed written consent, related to HELG's prior and/or

1 contemporaneous representation of Mr. Wolf in the Defamation Action.

2 25. Under the California Rules of Professional Conduct, Rule Number 1.13,
3 subsection (b), **“If a lawyer for an organization knows that an officer, employee or other**
4 **person associated with the organization is engaged in action, intends to act or refuses to act in**
5 **a matter related to the representation that is a violation of a legal obligation to the**
6 **organization, or a violation of law that reasonably might be imputed to the organization,**
7 **and that is likely to result in substantial injury to the organization, then the lawyer shall**
8 **proceed as is reasonably necessary in the best interest of the organization.** Unless the lawyer
9 reasonably believes that it is not necessary in the best interest of the organization to do so, **the**
10 **lawyer shall refer the matter to higher authority in the organization...**” (emphasis added).
11 Comment (5) discussing this rule and subsection states that, “The organization’s highest
12 authority to whom a matter may be referred ordinarily **will be the board of directors** or similar
13 governing body.” Accordingly, given Mr. Hudock and Mr. Pariser’s knowledge of the individual
14 claims against Mr. Wolf, Mr. Hudock and Mr. Pariser had an obligation to seek higher authority
15 from BCA, including reaching out to other members of the BCA Board of Directors. They could
16 not just turn a blind eye to Mr. Wolf’s clear conflicts with the BCA Board of Directors.

17 26. On or about October 9, 2020, Mr. Vorobiev filed a lawsuit against Mr. Wolf, Mr.
18 Hudock, and HELG for malicious prosecution, in a case entitled *David Vorobiev v. Eric Wolf,*
19 *Robert Hudock, Esq., and Hudock Employment Law Group, APC*, Los Angeles Superior Court
20 Case Number 20STCV39035 (the **“Malicious Prosecution Action”**). Indeed, there was no basis
21 to include Mr. Vorobiev in the Defamation Action, and Mr. Wolf and his counsel (Mr. Hudock
22 and HELG), sued Mr. Vorobiev without a valid basis to do so, purely to intimidate the
23 Reingolds, without conducting even the most basic investigation into Mr. Vorobiev’s
24 involvement in the defamation claims. This is evidenced by their quick dismissal of Mr.
25 Vorobiev following his motion for summary judgment.

26 27. The BCA Board did not approve or otherwise agree to pay any of the legal fees
27 associated with defending Mr. Wolf in the Malicious Prosecution Action (or the Defamation
28 Action for that matter). However, Mr. Wolf used BCA funds to defend himself in the Malicious

1 Prosecution Action, sometimes mislabeling bills for the Malicious Prosecution Action or the
2 Defamation Action, as relating to the Defamation Cross Complaint. In addition, Mr. Hudock and
3 HELG never got the BCA's informed written consent, related to HELG's representation of Mr.
4 Wolf in the Malicious Prosecution Action.

5 28. In or around September 2020, the Reingolds made a Reply To Request For a
6 Settlement Demand Prior To Mediation \$2,675,000 to the BCA, plus the lifting of the stay order
7 and permitting the Reingolds to proceed with building their home. Neither Mr. Pariser nor Mr.
8 Hudock relayed this demand to BCA's Board or otherwise advised of the risks of not settling at
9 this time. Mr. Pariser and Mr. Hudock knew that the settlement demand had not been
10 communicated to the full Board, and BCA's Board was unaware of the opening settlement
11 demand. As such, the demand was never responded to, and no attempt was made to settle the
12 Stop Work Order Action. Accordingly, Defendants failed to comply with California Rule of
13 Professional Conduct, Ruel 1.4.1, subdivision (a)(2) ("A lawyer shall promptly communicate to
14 the lawyer's client all amounts, terms, and conditions of any written offer of settlement made to
15 the client in all other matters."). Further, the Board has recently learned that two other settlement
16 demands were made prior to the September 2020 demand, one for \$350,000 and the other for
17 \$750,000. These were also not communicated to the Board by any counsel. Further, pursuant to
18 the rules and procedures of the BCA, a BCA subcommittee did not have authority to settle a case
19 without full Board approval. This was known to Mr. Wolf, Mr. Pariser, and Mr. Hudock.

20 29. On information and belief, there was significant evidence that supported that Mr.
21 Wolf was treating the Reingolds differently and worse, and not in conformity with the CC&R's.
22 Further, there was significant evidence that Mr. Wolf had been accused of and had in fact
23 engaged in self-dealing in violation of his fiduciary duties to the BCA Board. Despite this, Mr.
24 Pariser and Mr. Hudock continued to correspond only with Mr. Wolf on behalf of the BCA,
25 instead of seeking approvals or direction from other members of the Board or the Board at large,
26 in violation of California Rules of Professional Conduct, Rule Number 1.13. Indeed, **Pariser**
27 **and HELG benefited from Mr. Wolf being at the helm of the BCA, to the tune of several**
28 **million dollars in attorneys' fees associated with litigating through trial the Work Stop**

1 **Action.**

2 30. In or around December 2022, Mr. Wolf entered into a Settlement Agreement with
3 the Reingolds and Mr. Vorobiev to resolve the Defamation Action, the Malicious Prosecution
4 Action, and the Defamation Cross Complaint. Mr. Wolf agreed to pay \$115,000.00 to the
5 Reingolds to resolve the Malicious Prosecution Action and Defamation Actions and the
6 Defamation Cross Complaint as to him (Mr. Wolf). Vorobiev's claims as to Mr. Hudock and
7 HELG would not be affected by this Settlement Agreement. Even though both the Malicious
8 Prosecution, Defamation Actions, and the Defamation Cross Complaint did not involve the
9 BCA, Mr. Wolf used BCA funds to both pay his counsel's fees and the \$115,000.00 settlement
10 amount. At all times, Defendants were aware that Mr. Huddock's fees and the settlement fees
11 were being paid by BCA funds, yet took no action to involve other members of the BCA Board
12 in this resolution.

13 31. Mr. Pariser and Mr. Hudock were fully aware that Mr. Wolf was taking actions
14 that were harmful to the BCA, yet only sought direction and approval with respect to the Stop
15 Work Order Action (and all other Actions) from Mr. Wolf to the detriment of the BCA.

16 32. On or about September 8, 2023, after a bench trial concerning the Stop Work
17 Order Action, Judge Henry Walsh held in his Statement of Decision that the BCA, under Mr.
18 Wolf, "had the fiduciary duty towards the [Reingolds].... It is the failure to act reasonably and in
19 good faith that the Court finds to be a breach of duty owed by the [BCA] towards the
20 [Reingolds], which entitles the Plaintiffs to a recovery on both of their causes of action."
21 Accordingly, Judge Walsh awarded the Reingolds \$1,946,010.60 in damages, and approximately
22 \$3,300,000.00 in prevailing party attorney's fees and costs. Combined with the substantial,
23 unreasonable, and inflated \$3,353,903.00 that BCA had to pay in its own legal fees and costs to
24 prosecute and defend the Stop Work Order Action, the BCA incurred more than \$8,599,913.60
25 in judgements and attorneys' fees and costs associated with the Stop Work Order Action. As
26 evidenced by the decision, Mr. Wolf engaged in a personal vendetta against the Reingolds that
27 led to the BCA incurring approximately \$9,000,000.00 in damages and legal costs. This is
28 particularly damaging for the BCA, since they had an opportunity to resolve the dispute for a

1 fraction of that amount a few years prior. They were denied that opportunity when Mr. Pariser
2 and Mr. Hudock failed to communicate several settlement offers to the Board.

3 33. Defendants both had a preexisting or concurrent attorney-client relationship with
4 Eric Wolf. Defendants never advised the BCA's Board of this conflict in writing and never
5 received a written conflict waiver from the BCA related to Defendants' relationship with Eric
6 Wolf.

7 34. To add insult to injury, Mr. Hudock engaged in significant delay in providing
8 Plaintiff with their client file, when they first began requesting the file in or around April 2024.
9 Indeed, Plaintiff's new HOA Presidents Kevin Keegan and Michael Klein requested the client
10 file on numerous occasions, both over email and phone. Mr. Hudock ignored many of Mr.
11 Keegan and Mr. Klein's requests, and ultimately made promises to provide the file by certain
12 dates that he did not live up to. Mr. Hudock only ultimately provided the file, after Plaintiff
13 obtained counsel and submitted the request through its lawyers. Given it took Mr. Hudock
14 months to provide the file, Mr. Hudock and HELG violated California Rules of Professional
15 Conduct, Number 1.16(e), which requires that "at the request of the client", the lawyer shall
16 promptly release to the client all client materials and property. Mr. Hudock failed to act promptly
17 in response to any of Plaintiff's written requests prior to obtaining counsel. On information and
18 belief, Mr. Hudock delayed and obstructed the BCA's efforts to obtain the file to hinder the
19 BCA's ability to properly investigate his conflicted representation, overbilling, and other ethical
20 violations. This intentional obstruction is in and of itself a separate ethical violation.

21 35. Further, in subsequent correspondence with Plaintiff's counsel, Mr. Hudock also
22 falsely represented key facts related to his firm's representation of Plaintiff. For example, on July
23 2, 2024, Mr. Hudock stated in an email to Plaintiff's counsel that HELG's "representation of Mr.
24 Wolf on his defamation complaint concluded before our firm provided any assistance in
25 *Reingold v. BCA* (the Stop Work Order Action), starting in August 2020." This is demonstrably
26 false.

27 36. As a direct result of Defendants' conflicts, failure to advise BCA's Board of
28 settlement demands, overbilling, and substandard and conflicted advice regarding the Work Stop

1 Action, Plaintiff was forced to incur significant legal fees and pay significant monies to third
2 parties.

3 **FIRST CAUSE OF ACTION FOR LEGAL MALPRACTICE**

4 (Against all Defendants)

5 37. Plaintiff incorporates herein by reference, as though fully set forth herein, each
6 and every allegation contained in paragraphs 1 through 36, inclusive of this Complaint.

7 38. Defendants had an attorney-client relationship with the BCA and thus had a duty
8 to zealously represent the BCA.

9 39. For the reasons set forth above, among others, Defendants' representation of the
10 BCA fell below the applicable standard of care.

11 40. Specifically, Huddock and HELG failed to advise Plaintiff of the risks associated
12 with the Work Order Action, all Defendants failed to advise Plaintiff of all settlement
13 communications related to litigation involving the BCA, and failed to inform the Board of the
14 BCA of critical developments for these lawsuits.

15 41. As a direct and proximate cause of Defendants' negligent advice, BCA suffered
16 damages in an amount to be established at trial.

17 **SECOND CAUSE OF ACTION FOR LEGAL MALPRACTICE**

18 (Against all Defendants)

19 42. Plaintiff incorporates herein by reference, as though fully set forth herein, each
20 and every allegation contained in paragraphs 1 through 41, inclusive of this Complaint.

21 43. On information and belief, Huddock and HELG had either a preexisting or
22 concurrent attorney-client relationship with Eric Wolf.

23 44. Huddock and HELG's conflict of interest between BCA, on the one hand, and
24 Eric Wolf, on the other hand, was actual, direct and unwaivable.

25 45. Even if Huddock and HELG's conflict was capable of being waived, Huddock
26 and HELG did not comply with Rule 1.7 of the California Rules of Professional Conduct, which
27 requires Defendants to obtain informed written consent from all parties before continuing the
28 representation. In addition, Pariser knew of the conflict between Eric Wolf and the BCA Board,

1 yet continued to seek authorization only from Mr. Wolf, instead of escalating to the Board.

2 46. Defendants never obtained BCA's informed written consent of their conflict.

3 47. As a direct and proximate result of Defendants' conflict, BCA is entitled to
4 disgorge all fees paid to Defendants in connection with the Work Order Action.

5 **THIRD CAUSE OF ACTION FOR BREACH OF FIDUCIARY DUTY**

6 (Against all Defendants)

7 48. Plaintiff incorporates herein by reference, as though fully set forth herein, each
8 and every allegation contained in paragraphs 1 through 47, inclusive of this Complaint.

9 49. As lawyers for BCA, Defendants owed BCA fiduciary duties, including the duty
10 of loyalty.

11 50. For the reasons described above, Defendants breached their duty of loyalty owed
12 to BCA by putting the interests of third parties (including but not limited to Eric Wolf) ahead of
13 the interests of BCA.

14 51. As a direct and proximate cause of Defendants' breach, Plaintiff suffered damages
15 in an amount to be established at trial.

16 **PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiff prays judgment against Defendants as follows:

- 18 1. For compensatory damages in an amount according to proof;
- 19 2. For disgorgement of fees according to proof;
- 20 3. For reasonable attorney's fees according to proof;
- 21 4. For costs of suit, according to proof;
- 22 5. For legal interest on all sums awarded, according to proof;
- 23 6. For any other and further relief as the court deems just and proper.

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Dated: October 9, 2024

STALWART LAW GROUP, APC



By: _____

DAVID ANGELOFF

CINDY HICKOX

Attorneys for Plaintiff

BELL CANYON ASSOCIATION

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DEMAND FOR JURY TRIAL

Plaintiff BELL CANYON ASSOCIATION hereby demands a trial by jury on every issue on which it is so entitled.

Dated: October 9, 2024

STALWART LAW GROUP, APC



By: _____
DAVID ANGELOFF
CINDY HICKOX
Attorneys for Plaintiff
BELL CANYON ASSOCIATION

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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

10-11-24

Mik Klein

MICHAEL KLEIN