

## INDEX TO APPENDICES

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## **Appendix A**

**S295315**

**IN THE SUPREME COURT OF CALIFORNIA** Deputy

**En Banc**

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In re MICHAEL JACOB LIBMAN on Discipline.

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The petition for review is denied.

The court orders that Michael Jacob Libman (Respondent), State Bar Number 222353, is disbarred from the practice of law in California and that Respondent's name is stricken from the roll of attorneys.

Respondent must comply with California Rules of Court, rule 9.20 and perform the acts specified in (a) and (c) of that rule within 30 and 40 calendar days, respectively, after the date this order is filed. (*Athearn v. State Bar* (1982) 32 Cal.3d 38, 45 [the operative date for identification of clients being represented in pending matters and others to be notified is the filing date of this order].) Failure to do so may result in denial of any future application for reinstatement. (Cal. Rules of Court, rule 9.20(d).)

Respondent must pay monetary sanctions to the State Bar of California Client Security Fund in the amount of \$5,000 in accordance with Business and Professions Code section 6086.13 and rule 5.137 of the Rules of Procedure of the State Bar. Monetary sanctions are enforceable as a money judgment and may be collected by the State Bar through any means permitted by law.

Costs are awarded to the State Bar in accordance with Business and Professions Code section 6086.10 and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment, and may be collected by the State Bar through any means permitted by law.

Any monetary requirements imposed in this matter shall be considered satisfied or waived when authorized by applicable law or orders of any court.

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**GUERRERO**  
*Chief Justice*

## **Appendix B**

PUBLIC MATTER—DESIGNATED FOR PUBLICATION

Filed January 14, 2026

STATE BAR COURT OF CALIFORNIA

REVIEW DEPARTMENT

|                       |   |                                |
|-----------------------|---|--------------------------------|
| In the Matter of      | ) | SBC-24-O-30064; SBC-24-O-30284 |
|                       | ) | (Consolidated)                 |
| MICHAEL JACOB LIBMAN, | ) |                                |
|                       | ) | OPINION AND ORDER              |
| State Bar No. 222353. | ) | [As Modified on March 3, 2026] |
|                       | ) |                                |

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Following separate trials in the above-captioned cases, the hearing judge consolidated both matters and found respondent Michael Jacob Libman culpable of nine counts of serious misconduct. The charges revolve around Libman’s knowing participation in a scheme with attorneys employed by the opposing party in a class action lawsuit against the city of Los Angeles for billing irregularities by its Department of Water and Power (DWP). The judge found Libman’s misconduct included moral turpitude involving dishonesty, collusion, and false statements, and his failure to obey multiple court orders, including his refusal to disgorge \$1.65 million in attorney’s fees. When the superior court judge and a court-appointed attorney made legitimate inquiries into Libman’s work on the case, Libman embarked on a campaign to gain unauthorized access into their phone and email accounts.

Upon our independent review (Cal. Rules of Court, rule 9.12), we find Libman is culpable of all nine counts of misconduct in the two cases and that his conduct regarding the moral turpitude counts was intentional. We further reject Libman’s claims that his Fifth and

Seventh Amendment rights were violated. We also affirm most of the hearing judge's aggravation and mitigation findings. Due to the serious nature and extent of Libman's misconduct and the weight of aggravating circumstances in relation to mitigation, we recommend Libman's disbarment to protect the public, the courts, and the legal profession.

## **I. PROCEDURAL BACKGROUND**

Libman was admitted to practice law in California in December 2002. The Office of Chief Trial Counsel of the State Bar (OCTC) initially filed a seven-count Notice of Disciplinary Charges (NDC) against Libman in case number SBC-24-O-30064 (30064 case) on March 6, 2024. This was followed by an eight-count Amended NDC (ANDC) on June 10. A few days before OCTC filed the ANDC, it filed a separate, single-count NDC in case number SBC-24-O-30284 (30284 case). Libman filed responses to the ANDC on June 14 and to the single-count NDC on July 24.

A seven-day trial in the 30064 case was held between June 20 and July 1, 2024. Libman filed a motion to dismiss the case on the final day of trial. After the trial concluded, Libman filed a petition for a writ of certiorari with the United States Supreme Court in August 2024 that challenged the California Court of Appeal's affirmance of the disgorgement order at issue in count eight of the ANDC.<sup>1</sup> The hearing judge abated the case from August 30 until October 25, due to the pendency of the petition for certiorari, which was denied. (*Libman, et al. v. Jones, et al.* (October 7, 2024) 145 S.Ct. 267 (Mem).)

The 30284 case proceeded to trial from October 8 – 10, 2024. This case was consolidated with the 30064 case on October 30, after the hearing judge provided notice and

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<sup>1</sup> The California Court of Appeal affirmed the superior court's disgorgement order on December 15, 2023. (*Jones v. City of Los Angeles* (B313095); *Libman v. Superior Court* (B333130).) The California Supreme Court denied Libman's petition for review on February 28, 2024. (*Jones v. City of Los Angeles* (S283552); *Libman v. Superior Court* (S283193).)

without objection from the parties. The judge issued her decision in the consolidated cases on January 28, 2025. The judge denied Libman's motion to dismiss the ANDC, found him culpable on all counts in both cases, recommended disbarment, and placed Libman on involuntary, inactive enrollment. Libman filed a timely request for review. Oral argument was held on October 22, and the matter was taken under submission the same day.

## II. FACTUAL BACKGROUND<sup>2</sup>

In late 2013, Los Angeles DWP implemented a billing system designed by PricewaterhouseCoopers (PwC). The PwC billing system was flawed, and DWP customers endured overcharges in their bills and delays in resolution of those errors. This led to multiple class action lawsuits and caused the City of Los Angeles (the City) to lose tens of millions of dollars. The Los Angeles City Attorney's Office (LACAO) represented the City, and top leadership in LACAO at the time included James Clark, the Chief Deputy City Attorney, and Thomas Peters, the Civil Litigation Branch Chief. In addition to defending the City and DWP in the various class action lawsuits, LACAO leadership explored initiating its own action against PwC.

On April 1, 2015, a class action case entitled *Jones v. City of Los Angeles* (Super. Ct. Los Angeles County, 2015, No. BC577267) (*Jones* class action) was filed against the City. Plaintiff Antwon Jones was a DWP customer impacted by the botched PwC billing system. The caption listed Libman and an Ohio attorney, Jack Landskroner, as Jones's counsel of record.

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<sup>2</sup> The facts in this matter are based on the trial testimony, documentary evidence, stipulated facts, and the hearing judge's factual and credibility findings, which are entitled to great weight. (Rules Proc. of State Bar, rule 5.155(A); *In the Matter of Bach* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 631, 638 [deference given to credibility findings absent specific showing that such findings were erroneous].)

Unbeknownst to Jones, his lawsuit was part of a plan to limit the City's overall exposure. Jones never met or communicated with Libman until years later.

**A. The Evolution of the *Jones* Class Action**

In March 2014, a year before the *Jones* class action complaint was filed, Libman approached Paul Kiesel, a California attorney, about DWP overcharges on a property owned by Libman's family members. Kiesel did some investigation and learned that a new billing system developed by PwC had been implemented by the DWP. Kiesel declined to represent Libman in pursuing a lawsuit and explained that it appeared DWP was trying to correct the error. However, not only did the problem fail to resolve, but it was getting worse and generating bad press. At least two class action lawsuits by ratepayers were filed against the City alleging DWP errors in billing resulting in overcharges. The City retained the Liner Law Firm to defend against these class actions. Maribeth Annaguey and Angela Agrusa, who were attorneys employed by the Liner Law Firm, were assigned to the cases.

Peters used to be a partner in Kiesel's law firm, having left in February 2014 to chair the litigation branch at the LACAO.<sup>3</sup> Through Kiesel, Peters became acquainted with New York-based attorney Paul Paradis, who had previously worked with Kiesel. In December 2014, Kiesel contacted Peters and asked for a meeting with him and Paradis to discuss information Paradis had uncovered about PwC related to the billing system DWP was using. Paradis had recently begun representing Jones who had been overcharged by the DWP. Kiesel relayed that Paradis was going to sue PwC as a class action lawsuit and was hoping Peters could provide him with some documents Paradis needed for the lawsuit. Within a week, a meeting occurred during which Paradis informed Peters and Clark that PwC had made misrepresentations about the

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<sup>3</sup> Peters testified he was disbarred in 2024, following a 2022 federal felony conviction for aiding and abetting an extortion.

capacity of the system. Realizing that the City also had a potential cause of action against PwC, Clark and Peters proposed that Paradis and Kiesel could initiate a two-pronged litigation approach. First, the City would be represented by Kiesel and Paradis and initiate litigation against PwC. Next, there would be a parallel class action lawsuit filed against PwC, using Jones as the lead plaintiff. Kiesel and Paradis began their representation of the City in January 2015, although the retainer agreement was not signed until months later in July. Paradis and his office also drafted a class action complaint with Jones as the lead plaintiff and listing Paradis and Kiesel as his attorneys. The caption identified PwC as the sole defendant. A draft of the complaint was emailed to Jones on January 9. Libman was not involved with this draft.

However, in February 2015, Clark changed his mind about the strategy of the litigation and abandoned the idea of the parallel lawsuit against PwC by Jones. The City anticipated that PwC would file a cross-complaint, which would put the City at odds with Jones. In addition to the continuing bad press and perceived negative political environment, more class action lawsuits had been filed against the City, and Clark believed the City was losing control of the mushrooming litigation. Paradis testified that consequently, instead of both the City and Jones suing PwC, Clark wanted Paradis and Kiesel to “flip the plaintiff.”<sup>4</sup> In other words, Clark wanted the Jones draft complaint reworked to be a ratepayer class action against the City, instead of PwC, with Jones as the lead plaintiff. The City would continue to sue PwC with Paradis and Kiesel as counsel of record. Although Paradis and Kiesel would no longer represent Jones, Clark directed them to find “friendly” attorneys who would settle the to-be-filed *Jones* class action against the City quickly and on terms set by the City. Paradis and Kiesel would be able to control the attorneys representing the *Jones* class action plaintiffs, and this would also allow the

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<sup>4</sup> Paradis testified from federal prison, stating that his criminal conviction resulted from his misconduct in the lawsuits at issue in this matter.

other related pending lawsuits against the City to be wrapped up in the *Jones* class action settlement, thus limiting the City's liability and enabling the City to seek recoupment of the settlement costs from PwC. To that end, Paradis recruited Landskroner, who had experience with PwC billing issues in Cleveland, to represent Jones.<sup>5</sup> Because Landskroner was not licensed in California, Kiesel recommended Libman act as local counsel for Landskroner, recalling his 2014 meeting with Libman about DWP overcharges.

Initially, Paradis and Kiesel agreed Libman should be designated as co-lead counsel on the case, allowing Libman some measure of control over the allocation of attorney fees, rather than designate Libman as liaison or local counsel.<sup>6</sup> The two would later disagree on that point as Paradis's interactions with Libman left him with the impression that Libman was not up to the task of being co-lead counsel. Ultimately, Libman was named local counsel but was still permitted to be a signatory on the checking account that would receive the settlement funds once the case settled.

Kiesel was the primary conduit between Libman, Landskroner, and Paradis. Paradis testified that while he did not use the term "sham action," he communicated to Libman that having Jones sue the City in the *Jones* class action was essentially a sham,<sup>7</sup> and they discussed it several times, including when Paradis was working undercover for the Federal Bureau of

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<sup>5</sup> Landskroner died in 2021.

<sup>6</sup> A court usually issues an order that designates who is lead or co-lead counsel and who is liaison counsel and generally defines the responsibilities of the two categories of attorneys in the case. Paradis explained that liaison counsel is typically assigned "menial tasks" such as filing pleadings.

<sup>7</sup> Kiesel was never questioned at trial about what, if anything, he told Libman about the scheme.

Investigation (FBI) and recording his conversations with Libman, discussed *post*.<sup>8</sup> Libman's role was essentially to stay out of the way, for which he would be handsomely paid.

On March 3, 2015, Kiesel, copying Paradis, emailed Libman and asked for his State Bar Number to put on the *Jones* class action complaint; Libman provided it the same day. Shortly after this email, Libman saw a local television news report that the City had filed a lawsuit against PwC. On March 11, Libman emailed Kiesel, mentioned that he saw the news report, and asked Kiesel about the status of the class action case, referring to the anticipated *Jones* class action. Kiesel had a general recollection that there were televised displays of the lawsuit's caption page and believes his name was on that caption as representing the City.<sup>9</sup>

On March 25, 2015, Kiesel forwarded to Libman an email from Paradis with a "Notice of Claim" form letter attached. The attachment had been drafted by Gina Tufaro, an associate in Paradis's firm. Libman was instructed to put the letter on his letterhead, sign it, and return the letter so Paradis could forward it to Landskroner. The email further stated that once the letter was signed by Libman and Landskroner, Paradis "will have [Landskroner] serve it tomorrow." Libman made no changes to the claim letter, placed it on his letterhead, and signed it.<sup>10</sup> The opening line of that letter was "*I write on behalf of my client, Mr. Antwon Jones, pursuant to California's Government Tort Claim Act, Cal. Gov't Code § 905.*" (Italics added.)

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<sup>8</sup> Paradis worked undercover for the FBI for 15 months beginning in March 2019. The recordings made by Paradis were admitted at trial in the 30284 case.

<sup>9</sup> The case was entitled *City of Los Angeles v. PricewaterhouseCoopers, LLP* (Super. Ct. Los Angeles County, 2015, No. BC574690) (*City v. PwC*) and was filed on March 6, 2015. The case was assigned to Judge Elihu M. Berle.

<sup>10</sup> This letter was ultimately served on the City. Peters testified that such a letter was typically needed to comply with mandatory administrative procedures for filing a claim prior to filing a lawsuit.

A few days later, Landskroner sent Libman a completed draft of the complaint in the *Jones* class action for him to file. Paradis and Tufaro drafted the complaint; Libman did not. Tufaro also recalled the complaint was shown to attorneys for the City to receive their input. On March 31, 2015, in addition to providing Kiesel the summons and complaint cover sheet, Libman sought confirmation that he would be reimbursed for costs. Kiesel responded in pertinent part, “Let’s discuss the complaint. Would like to get it on file today. Happy to reimburse your costs.” Paradis testified that Libman’s written inquiry about fronting expenses was “outrageous” since “we all knew we were involved with misconduct at that point. Now [Libman’s] making an e-mail record of it.” Libman had Julie Brantveyn, his assistant, proofread the complaint and ensure his name was on it, and the complaint was filed the following day, on April 1. Libman signed the complaint the day before and was listed, along with Landskroner, as Jones’s attorney of record. On the Civil Case Cover Sheet, also signed by Libman on March 31, Libman was the only attorney identified for Jones. The judge assigned to the *Jones* class action was also the judge assigned to *City v. PwC*—Judge Berle.

Shortly after the *Jones* class action complaint was filed, there was a meeting with, inter alia, the two Liner Law Firm attorneys (Annaguey and Agrusa), Peters, Clark, Kiesel, and Paradis. In that meeting, Agrusa described the planned litigation strategy to defend the City. According to Paradis, Clark was agitated at the meeting and was adamant he did not want a typical defense or want to fight the lawsuit; rather, he wanted to settle the *Jones* class action.

#### **B. Settlement of the *Jones* Class Action**

The same day Libman filed the *Jones* class action case, Paradis sent Kiesel the settlement proposal he intended to give to Landskroner so he, in turn, could send it to the City. Kiesel was on board with this approach. Paradis testified Libman had no role in drafting the settlement proposal. Landskroner sent the settlement proposal, ghostwritten by Paradis, to the City on

April 2, 2015, and did not copy Libman. Even though Landskroner and Libman had not prepared the settlement offer, Landskroner's cover email stated it was authored by the two of them. Tufaro testified there was only one difference between Paradis's draft proposal and the one Landskroner sent to the City, which was that the final proposal added a phrase, "to serve in this capacity," in reference to suggested individuals who could serve as a mediator. Peters testified it was unusual for a detailed settlement demand to follow so quickly after an initial lawsuit filing.

Paradis testified that to facilitate and give "cover" to an early settlement, the parties had a multi-day mediation before a retired federal judge that summer. Libman, Landskroner, Kiesel, Paradis, Annaguey, Agrusa, and Clark all attended the first day.<sup>11</sup> Peters, who stopped by one of the session days, recalled Clark wanted Paradis "glued" to Libman during settlement discussions. And Paradis testified that on the second day of the mediation, even though it was clear that Kiesel and Paradis had no business attending the mediation since they were not counsel of record in the *Jones* class action, that Clark demanded Paradis effectively run the mediation moving forward, and Paradis complied. A settlement of the *Jones* class action was reached by the parties in August 2015, and Annaguey circulated an agreement for the parties to sign on or about August 12.<sup>12</sup> Libman was identified as liaison counsel in the settlement agreement.

**C. Libman's Fee Submission and Failure to Comply with Multiple Court Orders**

The settlement was eventually approved, and on May 4, 2017, Libman filed a motion in the *Jones* class action for payment of attorney fees and reimbursement of costs in advance of a July 2017 hearing date to approve the settlement. In the caption and in the body of the pleading,

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<sup>11</sup> Witness accounts differed on the extent of Libman's presence at the mediation.

<sup>12</sup> There were also post-settlement mediation sessions.

Libman identified himself as Jones's attorney. In support of the motion, Libman presented a declaration under penalty of perjury with attachments, including his firm's resume, in which he stated that since 2005, he had successfully "collaborated and co-counsel[ed] with Kingsley & Kingsley in class action and consumer protection litigations," and he identified 32 cases in support of this assertion. Libman had leased office space in the same building as Kingsley & Kingsley, but he only had occasional, informal conversations about cases in common areas of the building. Moreover, Eric Kingsley, a named partner of Kingsley & Kingsley, testified Libman performed no work on any of the cases Libman identified, was not counsel of record on those cases, and never received any compensation related to those cases.<sup>13</sup> Kingsley was confident of his recollection, because he was the principal attorney on all of the named cases, save one in which he was still actively involved in the litigation and its resolution. Additionally, Kingsley testified that many of the cases were resolved prior to 2005—with a few of them having been filed in 2000 and 2001—so it would have been impossible for Libman to have worked on them in 2005 and beyond. The list of cases Libman identified appeared to Kingsley to have been cut and pasted directly from the Kingsley & Kingsley publicly available website.

In that same declaration incorporating multiple attachments, Libman represented that he spent 1,340 hours on the *Jones* class action and his paralegal spent 104 hours on the case. He further claimed that he spent 68.25 hours doing "legal and factual research and drafting of initial complaint and amended complaint." He also declared that the charts attached to his fee motion were "from contemporaneous, daily time records that the firm regularly prepares and maintains." Paradis opined that Libman's fee application was "completely false."

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<sup>13</sup> Kingsley testified that Libman worked with him on one case that they lost. Libman also worked with Kingsley's father on two cases. None of these cases were included in the 32 cases Libman listed in his attorney fee motion.

Judge Berle approved the settlement agreement that included the *Jones* class action and four other related cases against the City. The settlement agreement also awarded \$19 million in attorney fees for all plaintiffs' counsel. Of that amount, \$15.2 million was allocated to plaintiff's counsel in the *Jones* class action and two other cases against the City, and the remainder was designated to plaintiffs' counsel in the other three cases. From the \$15.2 million, Landskroner received approximately \$10 million, of which \$1.65 million was to Libman. Judge Berle also approved class and liaison counsel to submit future quarterly applications to the court for additional awards of attorney fees.

Meanwhile, the discovery phase of *City v. PwC* was ongoing, and counsel for PwC noticed in a privilege log a reference to the unfiled draft of the *Jones* complaint against PwC. Later, a forensic expert uncovered email traffic between Paradis, Kiesel, Libman, and Landskroner revealing that Paradis and Kiesel had worked with Landskroner and Libman to file the *Jones* class action complaint against the City.<sup>14</sup> In March 2019, Landskroner filed a motion to be relieved as counsel in the *Jones* class action, which was granted. Consequently, Judge Berle appointed Brian Kabateck as class counsel for the *Jones* class action in April 2019 and a written order followed in May. The judge tasked Kabateck to ascertain whether the *Jones* class action settlement agreement was fair and, if necessary, to seek any appropriate relief for the class.

### **1. July 2019 Order to Provide an Accounting**

On July 3, 2019, Judge Berle ordered Libman to provide the court an accounting of the *Jones* class action settlement and to include "a full recitation of cash receipts and cash

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<sup>14</sup> For a more detailed accounting of the discovery disputes that slowly uncovered the collusive litigation strategy between the *City v. PwC* lawsuit and the *Jones* class action, see *Los Angeles v. PricewaterhouseCoopers, LLP* (2024) 17 Cal.5th 46, 52-55.

disbursements, all debits and credits, and full dates and recipients of all funds.” The accounting had to be supported by documentary evidence, and he was given about nine days to comply. The court thereafter granted Libman two extensions to comply with the order, with September 25, 2019, being the final date. On September 27, Libman filed a one-page document that simply listed four payments from Landskroner totaling \$1,655,805. Even though the court had given him additional time, Libman failed to comply with Judge Berle’s order to provide complete documentation, and instead, he resubmitted the summary time sheets from the 2017 fee application. Libman never complied with the July 2019 order.

## **2. Libman’s Depositions in the Fall of 2020**

Libman was deposed on October 23 and November 20, 2020, about his *Jones* class action attorney fees. At the October 23 deposition, Libman was questioned about the 32 Kingsley & Kingsley cases he identified in his attorney fee petition. Libman objected to questions regarding the work that he did on those cases. Judge Berle overruled Libman’s objections and ordered him to respond, but Libman refused to answer the questions. At the November 20 deposition, Libman declined to name his bank, provide account information, or identify where he deposited the \$1.65 million in attorney’s fees. Judge Berle overruled Libman’s objections and ordered him to respond, but he still refused to answer. Libman never complied with the October 23 and November 20 orders.

## **3. The March 2021 Contempt and Fee Disgorgement Orders**

On March 24, 2021, Libman was present at a hearing where he was held in contempt for failure to comply with the two deposition orders and the July 3, 2019 order to provide an accounting and supporting materials. At that same hearing, Judge Berle ordered Libman to disgorge the attorney’s fees he was awarded. Libman never complied with the March 24, 2021 disgorgement order, did not obtain a stay of it, and did not post a bond.

#### **4. The August 2022 and January 2023 Orders During the Judgment Enforcement Process and Resulting Contempt Orders**

On August 11, 2022, Judge Berle ordered Libman to disclose all pending cases where he was counsel of record as well as any recently settled cases. Judge Berle also ordered Libman to update the disclosure every 60 days until he satisfied the March 24, 2021 disgorgement order. Kabateck then undertook a judgment debtor examination of Libman in January 2023. At that examination, Libman refused to answer Kabateck's questions, including ones about his biographical data. Following a January 17, 2023 hearing, the court overruled Libman's objections asserted at the debtor examination and ordered him to respond. Libman, however, again did not comply with the court's order and never answered the questions.

Subsequently, on August 21, 2023, Libman was held in contempt for, inter alia, his: (1) failure to provide a list of active cases as required by the August 11, 2022 order; (2) failure to produce documents required by a subpoena and court order; (3) failure to answer questions about his assets during his debtor examination as required by the January 17, 2023 court order; and (4) failure to turn over fees he had received from two other cases, as required from a previous court order. Libman was fined for each item of contempt as well as a continuing daily fine until he complied with the court's various orders.

#### **D. Libman and Kiesel Team Up as Co-Counsel in *Gastello v. Costco* While the *Jones* Class Action was Pending**

About two years before the *Jones* class action was filed, Libman took on a personal injury matter where he represented plaintiff Yvette Gastello in *Gastello v. Costco Wholesale Corporation, et al.* (Super. Ct. Los Angeles County, 2013, No. BC505544) (*Gastello v. Costco*). In March 2015, around the time Libman was recruited by Kiesel for the *Jones* class action, Libman asked Kiesel if he was interested in working on the matter. Kiesel agreed, and on July 27, 2015, Libman filed a notice of association of counsel that formally added Kiesel as

co-counsel for the plaintiff. In August 2015, the same month the *Jones* class action was settled, Libman and Kiesel proceeded to trial in *Gastello v. Costco* and received a \$2.5 million verdict for Gastello. Libman did not disclose to Jones his financial or legal relationship with Kiesel in *Gastello v. Costco*.

**E. Libman Seeks Revenge Against Judge Berle and Kabateck**

Around the time Judge Berle ordered Libman to disclose his records in July 2019, Libman convinced himself that Judge Berle and Kabateck were corrupt as the two did not disclose they were both members of the Association of Business Trial Lawyers and each had been a board member of that group. Libman also found it suspicious that Judge Berle purchased a home after the *Jones* class action settled.

Libman decided to undertake his own “covert investigation” to uncover “direct evidence” of what he perceived as an improper relationship between Judge Berle and Kabateck. Libman planned to gain unauthorized access into the computer system of the Los Angeles County Superior Court and the personal and business emails and text messages of Judge Berle, Kabateck, and others. Libman testified he could not trust federal or local law enforcement personnel to properly investigate his concerns. He told Paradis he declined the opportunity to be interviewed by a federal prosecutor.

In February 2020, Libman traveled to Israel. In an April 2020 recorded conversation, Libman told Paradis he used a visit with his daughter as cover for another reason for the trip, which was to meet with Black Cube, an organization that has intelligence gathering capabilities. Libman wanted assistance in obtaining private information about Judge Berle and Kabateck. As a result of his efforts, Libman obtained contact information for an operational person identified as “Ben” from Black Cube. Libman’s and Ben’s first conversation was in March 2020.

Upon his return to California, Libman reached out to Paradis, and on March 13, 2020, the two met up at a restaurant. Libman did not know that Paradis was cooperating with the FBI and that he was equipped with a recording device for that meeting. Libman and Paradis discussed wide-ranging topics including the *Jones* class action. The conversation turned to Paradis's experience with cyber security and Libman's desire to find evidence of what he perceived to be Kabateck's and Judge Berle's corruption. Libman relayed to Paradis he was able to get information on Kabateck, including the location of his properties, but he had a more challenging time uncovering such detailed information about Judge Berle. Libman told Paradis of his plan to undertake what he described as a covert investigation. He explained he met with a company in Israel that could be of assistance, but he did not disclose that it was Black Cube. Libman asked Paradis if he wanted to join in and meet the "Israelis." Libman also wanted Paradis to help fund his personal investigation, since obtaining the type of non-public information he was seeking was expensive.

In a recorded call on March 16, 2020, Paradis and Libman discussed Libman's plan and the need to use burner phones to communicate with the Black Cube operative. About a week later, Libman told Paradis he had spoken with the Black Cube operative. In that recorded conversation, Libman relayed that a face-to-face meeting was in the works. Another recorded call followed on March 31, when Libman explained to Paradis that his contacts were requiring further conversations occur over a more secure line, and they needed to get burner phones with encryption capability. During the March 31 conversation, Libman asked Paradis if he was working with the FBI, which Paradis denied. Libman later expressed relief that neither one of them had been "co-opted." Libman had previously remarked in their March 13 call that he thought Keisel was cooperating with the FBI.

On April 8, 2020, Paradis and Libman met at a hotel and Paradis brought burner phones with him. In this recorded meeting, and while Libman and Paradis were activating the phones, Libman again described to Paradis the amount of information he was able to find on Kabateck, and how little information he was able to obtain on Judge Berle: "I can't find anything on the judge. Remember I told you that." Later that same day, the two men spoke on the telephone with Ben. That conversation was also recorded. Ben said the information Libman sought would be gathered through "deception." Ben let the two know that each project takes from one to four months to complete, his organization specialized in not leaving "a trail," and there would be no "red flag." After the conversation ended, Ben sent Libman a text message seeking the following information about Judge Berle and Kabateck:

- "Hi –  
We will need for each target the following:
1. Electronic address (privet [*sic*]/public)
  2. Mobil numbers.
  3. Family members.
  4. Full address (home/work)
  5. Social midia [*sic*] (target/ family members)
  6. Cars, if you know the model."

Ben eventually quoted a price of \$70,000 to get the information Libman wanted and offered to give Libman an invoice, which would make the transaction appear legitimate. To reduce costs, Paradis recalled he was asked to search for open-source information, such as birth records and vehicle records.

In a recorded telephone call three days after the meeting and call with Ben, Libman voiced his desire to cause harm to Judge Berle and Kabateck. Libman said to Paradis: "We're gonna castrate them both because I'm not here to take any prisoners or give them an opportunity to get back at me. When they're down, we're gonna put them down in such a way where they can't get up at us. You understand that. . . . Gloves are off. Gloves are off."

Approximately two weeks later, in another recorded meeting with Libman and Paradis, Libman expressed that he now wanted to get five years' worth of Judge Berle's emails. Libman cautioned Paradis to be careful. Using guarded language in this portion of the conversation, Libman came up with the code phrase "information gathering" to use instead of "hacking" so the latter word "does not come out of our mouths." Paradis also recalled there was some discussion about obtaining information on the judge's daughter and others close to him.

In July 2020, the FBI executed a search warrant at Libman's home.

In August 2020, under the ruse of serving a deposition subpoena on Kabateck around 6:00 p.m., Libman went to Kabateck's home. However, Judge Berle had denied Libman's request to depose Kabateck eight months earlier. Kabateck testified it was as if Libman was "lying in wait" that day. Kabateck had also received threatening emails from Libman. The hearing judge found Kabateck credibly testified to these events and the fear it caused regarding his and his family's safety. Kabateck obtained a restraining order and undertook multiple security measures to protect himself and his family from Libman.

In December 2021, Libman filed a federal civil rights lawsuit against the Attorney General of the United States, several federal agents and prosecutors, Judge Berle, Kabateck, and others. The case was dismissed, and Libman did not prevail in his appeal to the United States Court of Appeals for the Ninth Circuit. Kabateck's firm spent \$70,000 on outside counsel to defend against the lawsuit. Libman also filed a cross-complaint for elder abuse and Racketeer Influenced and Corrupt Organizations Act (RICO) violations in a San Bernardino County Superior Court case where Kabateck was attempting to collect Libman's fees pursuant to the

disgorgement order in the *Jones* class action. This resulted in the expenditure of Kabatek's law firm and personal funds.<sup>15</sup>

### III. CULPABILITY IN CASE NO. SBC-24-O-30064

OCTC has the burden of proving culpability by clear and convincing evidence. Clear and convincing evidence demonstrates a high probability that a fact or charge is true. (*In re White* (2020) 9 Cal.5th 455, 467, citing *Broadman v. Commission on Judicial Performance* (1998) 18 Cal.4th 1079, 1090; *Conservatorship of Wendland* (2001) 26 Cal.4th 519, 552 [clear and convincing evidence leaves no substantial doubt and is sufficiently strong to command unhesitating assent of every reasonable mind].) Circumstantial evidence is sufficient to establish culpability; direct evidence is not required. (*In the Matter of Petilla* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. 231, 237 citing *Medoff v. State Bar* (1969) 71 Cal.2d 535, 550, 551; *Utz v. State Bar* (1942) 21 Cal.2d 100, 103 ["charges of professional misconduct may be established upon circumstantial evidence"].)

#### A. Libman's Fifth and Seventh Amendment Rights Were Not Violated

Libman asserts on review, as he did in the Hearing Department, that the Seventh Amendment guarantees him a right to a jury trial in his disciplinary proceeding.<sup>16</sup> We easily dispense with this argument. "[F]ederal decisions explicitly hold that the civil jury trial provision of the Seventh Amendment does not apply to *state court proceedings*. [Citations.]" (*Nationwide Biweekly Admin., Inc. v. Superior Court* (2020) 9 Cal.5th 279, 330.) Additionally, it

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<sup>15</sup> The hearing judge found Kabatek's law firm partner, Anastasia Mazzella, credibly testified about the civil rights action, the San Bernardino County cross-complaint, and the impact of Libman's actions.

<sup>16</sup> The Seventh Amendment to the United States Constitution provides: "In Suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law."

is well established that there is no state-created jury trial right in State Bar disciplinary hearings. (*Johnson v. State Bar* (1935) 4 Cal.2d 744, 758.) Nothing in *Securities and Exchange Commission v. Jarkesy* (2024) 603 U.S. 109, holds to the contrary, as Libman argues. Libman further asserts a “neutral, non-agency judge” is required. Libman’s license to practice law is subject to the jurisdiction of the California Supreme Court, which has authorized the State Bar Court system, including the hearings conducted by and the appointment of State Bar Court judges. (*Obrien v. Jones* (2000) 23 Cal.4th 40; *In re Rose* (2000) 22 Cal.4th 430.)

Next, Libman argues that the hearing judge retaliated against him for asserting his rights against self-incrimination. The law is clear that no adverse inference can be drawn from Libman’s invocation of the Fifth Amendment. (Evid. Code, § 913, subd. (a); see, e.g., *Sands v. State Bar* (1989) 49 Cal.3d 919, 928, 930.)<sup>17</sup> However, “a witness, in a single proceeding, may not testify voluntarily about a subject and then invoke the privilege against self-incrimination when questioned about the details. [Citation.]” (*Mitchell v. United States* (1999) 526 U.S. 314, 321.) Such testimony can result in waiver of the privilege, with the scope of the waiver determined by the extent of relevant cross-examination. (*Ibid.*) Allowing a witness to “pick and choose what aspects of a particular subject to discuss” would ultimately undermine the integrity of the proceeding, lead to the likely distortion of facts, and invite a party to “mutilate the truth.” (*Id.* at p. 322.) Similarly, trial courts generally do not permit a party to invoke the privilege against self-incrimination during discovery and subsequently testify about the same subject matter at trial. (*Nationwide Life Ins. Co. v. Richards* (9th Cir. 2008) 541 F.3d 903, 910.)

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<sup>17</sup> Although not applicable in this proceeding, we note that improper invocation of the Fifth Amendment can be a factor in aggravation for lack of candor and cooperation. (*See In the Matter of Frazier* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 676, 697 [application of former standard 1.2(b)(vi)].)

Invoking and then waiving the privilege when the adverse party is at a disadvantage means that “‘the potential for exploitation is apparent.’ [Citation.]” (*Ibid.*)

Drawing on these principles, we examine Libman’s conduct. Libman was called as OCTC’s first witness in its case-in-chief in the 30064 case. Following advice of counsel, Libman repeatedly asserted his Fifth Amendment privilege in declining to answer approximately 200 questions posed by OCTC about the actions he took in the *Jones* class action case and how he became involved in it.<sup>18</sup> When Libman presented his case-in-chief in the 30064 case, his attorney posed questions to Libman on the accuracy of: Kabateck’s testimony about Libman’s work on the *Jones* class action; Annaguey’s testimony about Libman’s work on the *Jones* class action; Peter’s testimony about Libman’s work on the *Jones* class action; and Paradis’s testimony about Libman’s work on the *Jones* class action. These questions covered the same subject matters to which Libman had invoked the Fifth Amendment when questioned by OCTC on the first day of trial. Libman also attempted to testify that an exhibit (for which he failed to establish a foundation) reflected the work he did on the *Jones* class action—an area involving documentation of his work where he had previously invoked the Fifth Amendment.

Libman’s actions illustrate he attempted to use the Fifth Amendment protections as a tactical ploy. Accordingly, the hearing judge did not make an error of law when she struck Libman’s answers. (*In the Matter of Farrell* (Review Dept. 1991) 1 Cal. State Bar Ct. Rptr. 490, 499 [judge has broad discretion to admit or exclude evidence; cf. *H. D. Arnaiz, Ltd. v. County of San Joaquin* (2002) 96 Cal.App.4th 1357, 1368 [abuse of discretion occurs when judge has “exceeded the bounds of reason, all of the circumstances before it being considered”].) The judge properly prevented Libman from selecting what he would testify to after invoking his Fifth

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<sup>18</sup> Libman’s characterization that OCTC “simply gave up” and stopped asking questions is not accurate.

Amendment privilege more than 200 times to OCTC's questions in its case-in-chief. There was no retaliation or error by the judge in striking Libman's answers to the handful of questions posed by his attorney.

**B. Counts One and Two: Libman Committed an Act of Moral Turpitude and Violated his Duty of Disclosure**

We discuss these counts together since the facts of count two are subsumed in count one.

**1. Count One: Deceit and Collusion**

Count one of the ANDC alleges a violation of Business and Professions Code section 6106<sup>19</sup> in that between March 2015 and July 2017, while acting as local counsel and attorney of record for Jones in the *Jones* class action, Libman colluded with others, including Paradis and Kiesel, knowing they represented the City in the *Jones* class action, in order to “structure, position, and settle” the *Jones* class action in a way that best served the City's interests. The ANDC alleges this is evidenced by Libman's actions and by his concealment and failure to disclose the collusion to Jones, the court, and others, presumably referring to the ratepayers. The hearing judge found Libman to have committed an intentional violation of section 6106.

Section 6106 provides: “The commission of any act involving moral turpitude, dishonesty or corruption, whether the act is committed in the course of his relations as an attorney or otherwise . . . constitutes a cause for disbarment or suspension.” Misconduct reflecting dishonesty, particularly when committed in the practice of law, is conduct involving moral turpitude. (*Read v. State Bar* (1991) 53 Cal.3d 394, 412.) Moral turpitude “includes creating a false impression by concealment as well as affirmative misrepresentations. [Citations.]” (*In the Matter of Wells* (Review Dept. 2006) 4 Cal. State Bar Ct. Rptr. 896, 910;

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<sup>19</sup> Any reference to “section” is to this source unless otherwise noted.

cf. *Grove v. State Bar* (1965) 63 Cal.2d 312, 315 [§ 6068, subd. (d), violation involving concealment as well as affirmative misrepresentations with “no distinction . . . drawn among concealment, half-truth, and false statement of fact”].) The charged conduct need not rise to the level of a criminal offense, as “conduct reflecting common dishonesty” is sufficient to violate section 6106. (*In re Bradshaw* (2025) 17 Cal.5th 1095, 1108.) A moral turpitude violation can be either intentional or grossly negligent. (See, e.g., *Simmons v. State Bar* (1970) 2 Cal.3d 719, 729 [gross negligence in habitual disregard of clients’ interests]; *Call v. State Bar* (1955) 45 Cal.2d 104, 109 [moral turpitude “implies an intentional breach of the duty owed to a client as distinguished from an unintended failure to discharge his duties to the best of his ability”].) Intentionality can be established by direct or circumstantial evidence. (See *Zitny v. State Bar* (1966) 64 Cal.2d 787, 792 [discussing intentionality in breach of Rules of Professional Conduct].)

At the outset, we note that Paradis provided undisputed testimony regarding Libman’s role and knowledge of the collusive<sup>20</sup> litigation strategy. Libman argues on review generally that OCTC’s witnesses are not credible, but he provides no specifics. The hearing judge did not make credibility findings on Paradis, but we find, despite his conviction, that his testimony regarding Libman’s involvement was credible. Paradis, testifying from prison, was already disbarred, serving his criminal sentence, and had no motive to disparage Libman. Indeed, Paradis believed Libman’s role “has been greatly exaggerated, because Mr. Libman was supposed to be a liaison counsel. Mr. Libman played the role. He stayed out of the way.”

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<sup>20</sup> One definition of collusion is “‘a secret combination, conspiracy, or concert of action between two or more persons for fraudulent or deceitful purposes.’ [Citation.]” (*Span, Inc. v. Associated International Insurance Company* (1991) 227 Cal.App.3d 463, 484.)

**a. Clear and Convincing Evidence Supports the Charged Misconduct**

While Libman did not play a leadership role in the scheme and there is no evidence he was involved in the decision to repurpose the draft complaint against PwC to the one filed in the *Jones* class action, he was an essential component in implementing the collusive scheme. Kiesel, as counsel for the City, unambiguously referred to Paradis as his co-counsel when seeking Libman's State Bar number to place on the *Jones* class action complaint. Libman complied and received an assurance of reimbursement for the filing costs. There is no dispute that pursuant to Kiesel's and Paradis's direction, Libman copied the Notice of Claim Kiesel gave him onto his letterhead and signed it, knowing that Paradis would then instruct Landskroner to sign and file it. Libman filed the complaint that was drafted entirely by Paradis and Tufaro. He attended at least one day of the mediation where Paradis and Kiesel participated, even though they were not counsel in the *Jones* class action. None of this was revealed to the court or to Jones. Instead, as discussed *post*, Libman sought attorney fees based on false representations. As planned, the *Jones* class action settled within a few months and Libman was compensated an extremely large sum—\$1.65 million. We find the above is clear and convincing evidence that Libman was a knowing participant in this scheme.

Additionally, we consider Libman's false statements in his fee submission regarding work on the drafting of the complaint, his refusal to answer deposition questions despite court orders to respond, his repeated failure to comply with court orders to submit his records, and his general obstruction of any query that could expose his knowledge and role to be actions that concealed his misconduct and are circumstantial evidence of intentionality. (See *In the Matter of Davis* (Review Dept. 2003) 4 Cal. State Bar Ct. Rptr. 576, 588-589 [numerous acts of deceit are evidence of intentional misappropriation and concealment of relevant facts is persuasive evidence of lack of honest belief and supports moral turpitude finding].)

Libman argues on review that it was reasonable for him to rely on Paradis and Kiesel for information as they were Jones's former attorneys in the Jones lawsuit against PwC. However, there was no evidence presented that this was the reason why Libman acted, and any reliance on Paradis and Kiesel offers no absolution for Libman's failure to disclose to Jones and the court that his representation of Jones was directed by counsel for the City. On the other hand, Paradis's undisputed testimony is that he and Libman had discussed the sham litigation, whether or not it was specifically labeled as such, and Libman knew they were engaging in misconduct.

Libman further asserts that there was no evidence "(1) that the settlement negotiations were weak or superficial; (2) that the lawyers on either side were ineffectual or incompetent; (3) that the class members did not receive a fair and reasonable recovery; (4) that the class received less than what it was entitled to receive; or (5) that the Court supervision of the settlement process or the ultimate settlement terms was inadequate." Libman is incorrect for several reasons. Paradis testified on direct and cross examination that bringing in a mediator was indeed "cover," indicating a lack of arms' length negotiations. Because Landskroner and Libman's actions were being directed by Paradis and Kiesel, they had lost their independence and were, thus, ineffective for the *Jones* class action plaintiffs. Libman's third and fourth reasons focus on potential harm or lack of harm and are irrelevant to the issue of culpability. (See, e.g., *In re Bradshaw*, *supra*, 17 Cal.5th at p. 1113 and cases cited therein.) Finally, supervision of the lawsuit by the superior court was hampered, because Libman's failure to inform the trial judge of his relationship with Paradis and Kiesel deprived the court's full exercise of its inherent power "[t]o control in furtherance of justice, the conduct of its ministerial officers, and of all other persons in any manner connected with a judicial proceeding before it, in every matter pertaining thereto." (Code Civ. Proc., § 128, subd. (a)(5).) While this final point

again is directed to the harm caused by Libman's misconduct, it does highlight that the only reasonable conclusion for the nondisclosure was so the City could retain its upper hand.

**b. Libman's Arguments Concerning a "Friendly" Lawsuit with Similar Interests are Unconvincing**

Libman also insists that Jones and the City had similar interests. We are not persuaded. While the plaintiffs in the *Jones* class action were interested in maximizing their recovery, the City was specifically interested in minimizing its exposure and liability. Moreover, Peters acknowledged that when Paradis was first going to represent Jones in a lawsuit against PwC, a conflict would exist between the City and Jones in the likely event that PwC filed a cross complaint against the City, thus, implicitly recognizing that their interests would not be aligned. For these reasons, we reject Libman's characterization that this was an above-board, collaborative effort due to common interests and that the *Jones* class action against the City was a permissible "friendly" lawsuit. If the class members and the City truly had common interests, there would have been no reason to conceal the so-called collaboration from the court, Jones, and the rest of the class.

Even so, the argument set forth by Libman that the *Jones* class action was merely a friendly lawsuit and the type that the California Supreme Court, citing *Golden Gate Bridge and Highway Dist. v. Felt* (1931) 214 Cal. 308 (*Felt*), has found "nothing improper," is entirely unpersuasive. The complete quote in *Felt* from which Libman extracted this phrase is: "In *Floersheim v. Board of Commrs.*, 28 N.M. 330 [212 Pac. 451, 453], referred to in the foregoing decision, the court pointed out that there is nothing improper in a friendly suit by a party who, though attacking the validity of bonds, is hopeful that they will be upheld: 'The personal desires of the parties as to the result of the litigation are of no moment, *provided no fraud or collusion is resorted to.*' [Citations.]" (*Felt, supra*, 214 Cal. at p. 318, italics added.) *Felt* instead

acknowledges “the prevailing doctrine in our judicial system that an action not founded upon an actual controversy between the parties to it, and brought for the purpose of securing a determination of a point of law, is collusive and will not be entertained.” (*Id.* at p. 316.) The *Jones* class action against the City was filed to advance only one party’s interests, which was concealed from the plaintiffs and the court.

Other cases cited by Libman regarding acceptable friendly lawsuits either do not support such lawsuits or are not applicable. For example, in *Carlough v. Amchem Products, Inc.* (E.D. Pa. 1993) 834 F.Supp. 1437, revd. on other grounds *sub nom.*, *Georgine v. Amchem Prods., Inc.* (3d Cir. 1996) 83 F.3d 610, there was a simultaneous filing of a class-action complaint and settlement agreement, but the court determined the parties were “true adversaries” based on the nature of the controversy. (*Id.* at pp. 1464-1465.) This is not the situation here due to the City’s behind-the-scenes control of the litigation. Similarly, in finding that a lawsuit was not collusive in *City and County of San Francisco v. Boyd* (1943) 22 Cal.2d 685 (*Boyd*), the Court considered that there was no evidence that the plaintiff selected Boyd’s attorneys “or exercised any control over the preparation or presentation of the case” on Boyd’s behalf. (*Id.* at p. 694.) It further noted that there was no suggestion that Boyd’s “[a]ble counsel . . . were lacking in diligence or good faith in their preparation of the case.” (*Id.* at p. 695.) Again, this did not occur here. The undisputed testimony is that the City, via Keisel and Paradis, handpicked Landskroner and Libman to represent Jones and the class to resolve the case on the City’s terms, and everyone, including Libman, knew this was wrong. This “friendly” lawsuit was, in fact, a collusive one.

## **2. Libman Failed to Disclose to Jones His Relationship with Attorneys for the City as Charged in Count Two**

The ANDC charges Libman in count two with a violation of former rule 3-310(B)(1) of the Rules of Professional Conduct<sup>21</sup> for his failure to give written disclosure to Jones about his relationship with Kiesel and Paradis as attorneys for the City. Former rule 3-310(B)(1) provides that an attorney must not accept or continue representation of a client without providing written disclosure<sup>22</sup> to the client where the attorney has a business, legal, professional, financial, or personal relationship with a party or witness in the same matter.

As established in our discussion of count one, Libman knew he was part of a scheme with Paradis and others to effectuate a resolution in the *Jones* class action that suited the City's interests to limit exposure and public scrutiny. Libman's role was to not impede the appearance that Jones had independent representation while facilitating the resolution of the *Jones* class action consistent with the City's goals. The evidence is clear that Libman followed instructions given by Paradis and Kiesel from filing the pre-written complaint to participating in the submission of settlement terms drafted by Paradis and represented to be written by him and Landskroner. Libman was required to provide written disclosure of his relationship with Paradis and Kiesel to his client.

As a defense, Libman argues in his response brief and at oral argument, that he had a limited attorney-client relationship with Jones with no retainer agreement; rather, he only had such a proper attorney-client relationship with the class itself. According to Libman, even if

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<sup>21</sup> The reference to "former rule" is to a rule in the September 14, 1992 through October 31, 2018 version of the California Rules of Professional Conduct. All further references to a former rule are to this source unless otherwise noted.

<sup>22</sup> Former rule 3-310(A)(1) defines "disclosure" as "informing the client or former client of the relevant circumstances and of the actual and reasonably foreseeable adverse consequences to the client or former client."

there were disclosure obligations to a client, he was not required to make any disclosures to Jones specifically, and it was too cumbersome to make a disclosure to the class itself.<sup>23</sup> Jones testified at trial he did not know of Libman until the attorney fees issue arose. Jones believed Landskroner was his attorney, and he also thought Paradis continued to represent him, not realizing Paradis had begun representing the City.

Notwithstanding the lack of a fee agreement with Jones, it is well settled that “no formal contract or arrangement or attorney fee is necessary to create the relationship of attorney and client. It is the fact of the relationship which is important.” (*Farnham v. State Bar* (1976) 17 Cal.3d 605, 612.) Libman’s actions clearly demonstrate he was holding himself out as Jones’s attorney. Libman signed at least one letter on his letterhead, affirmatively stating he was Jones’s attorney and was writing on behalf of Jones and class members. Libman was also the only signatory on the *Jones* class action complaint that also bore his name and State Bar number, and he was the only attorney on the cover sheet. Libman relied on having an attorney-client relationship with Jones to support his award of \$1.65 million in attorney fees. Hiding the facts from Jones while stating in court pleadings he was Jones’s attorney is no basis for claiming his ethical duties to Jones were circumscribed.

Libman’s attempt to limit his ethical obligation because he was liaison or local counsel ignores the fact that the Rules of Professional Conduct contain no exception for this role. In addition, California Rules of Court, rule 3.501(12) defines liaison counsel as

“*an attorney of record* for a party to an included action or a coordinated action who has been appointed by an assigned judge to serve as representative of all parties on a side with the following powers and duties, as appropriate: (A) To receive on behalf of and promptly distribute to the parties for whom he or she acts all notices and other documents from the court; (B) To act as spokesperson for the side that he or she represents at all proceedings set on notice before trial, subject

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<sup>23</sup> At oral argument, Libman conceded he performed legal services for Jones and had a fiduciary obligation to Jones.

to the right of each party to present individual or divergent positions; and (C) To call meetings of counsel for the purpose of proposing joint action.

(Italics added.) (See Cal. Rules of Court, rule 3.506 [liaison counsel described as attorney of record].) Libman's claim that any duty of disclosure rests with Landskroner as class counsel does not obviate Libman's duty. (See *Wells Fargo & Co. v. City etc. of S.F.* (1944) 25 Cal.2d 37, 43 [noting that associated attorney and attorney of record share duty of representation].) Finally, Libman's complaints that: (a) he was unaware of any mechanism to make disclosures to the class; and (b) it would have been too difficult to make disclosures, are simply after-the-fact justifications for unethical behavior. Although the California Rules of Professional Conduct do not directly address the disclosure obligation to class members in a class action, which may or may not depend on whether a class has been certified, the issue is inconsequential in this case given that Libman did not make the disclosure to Jones, the class representative.<sup>24</sup> Nor did he seek guidance from the court on how to effectuate disclosure.

Although we find Libman culpable of this count, the facts underlying culpability for count two are subsumed in and support culpability for the more serious charge in count one, such that we do not assign any additional disciplinary weight. (*In the Matter of Jones* (Review Dept. 2022) 5 Cal. State Bar Ct. Rptr. 873, 890 [no additional disciplinary weight where attorney intentionally deposited client funds in business account and immediately misappropriated those funds].)

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<sup>24</sup> Disclosure to Jones serves an important principle in class action matters, which is that an independent and *informed* plaintiff is needed to monitor class counsel to protect the interests of the absent class members. (*Apple Computer, Inc. v. Superior Court* (2005) 126 Cal.App.4th 1253, 1265 citing *In re California Micro Devices Securities Litigation* (N.D.Cal.1996) 168 F.R.D. 257, 262.)

**C. Count Three: Libman Failed to Disclose His Relationship with Kiesel in the *Gastello v. Costco* Litigation**

In count three of the ANDC, OCTC charges a violation of former rule 3-310(B)(3) for Libman's failure to give written disclosure to Jones about his relationship with Kiesel in *Gastello v. Costco*. Former rule 3-310(B)(3) provides that an attorney must not accept or continue representation of a client without providing written disclosure to the client where the attorney "has or had a legal, business, financial, professional, or personal relationship with another person or entity the member knows or reasonably should know would be affected substantially by resolution of the matter."

Kiesel represented the defendant party of the *Jones* class action while he simultaneously was co-counsel with Libman in an unrelated case that resulted in a \$2.5 million favorable verdict in which they would share attorney fees. It is self-evident that this is a significant financial and professional relationship that Libman was required to disclose in writing to Jones. His failure to do so violated former rule 3-310(B)(3), and he is, therefore, culpable of count three.<sup>25</sup>

**D. Counts Four and Five: Libman Made False Statements in His May 4, 2017 Attorney Fee Declaration**

Counts four and five of the ANDC allege violations of section 6106 based on Libman's May 4, 2017 declaration, submitted under penalty of perjury, in support of his attorney fee application in the *Jones* class action. Count four alleges Libman falsely claimed to have "successfully co-counseled and co-ventured" with the firm Kingsley & Kingsley in wage-and-hour class actions and other labor-related matters. Count four also alleges that exhibit A to his fee declaration contained false claims that he collaborated and co-counseled with the Kingsley & Kingsley firm on 32 class action cases, with settlements ranging from \$1 million to \$44 million.

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<sup>25</sup> Libman raised the same arguments in count three as he did in count two where we addressed them.

Count five focuses on Libman's assertion that a chart attached to his fee petition accurately reflected work on the *Jones* class action. The ANDC alleges the materials Libman filed with the court included false representations that he performed *Jones* class action related work, such as 5.5 hours in 2014, 23 hours in 2015, and 39.75 hours in 2016 drafting the "initial and amended complaints." There is clear and convincing evidence of culpability on both counts.

An attorney is required to render candid statements to the court and never seek to mislead it. (*Mosesian v. State Bar* (1972) 8 Cal.3d 60, 66.) To do otherwise is misconduct involving moral turpitude warranting discipline. (*Bach v. State Bar* (1987) 43 Cal.3d 848, 855 [representations made in motion that attorney knew were false violated § 6068, subd. (d), and § 6106]; *In the Matter of Wells, supra*, 4 Cal. State Bar Ct. Rptr. at p. 910 [moral turpitude includes affirmative misrepresentations].) "Representations which may be legally characterized as amounting to 'moral turpitude, dishonesty or corruption' must be made with an intent to mislead." (*Wallis v. State Bar* (1942) 21 Cal.2d 322, 328, quoting § 6106[.]

As detailed above, Kingsley testified Libman performed no work on any of the 32 identified cases for his firm with many of them being resolved prior to 2005, and some of them having been filed well before Libman became an attorney, and he never received any compensation. Kingsley's testimony is corroborated by Libman's witness, attorney Scott Miller, who also leased space in the same office building.<sup>26</sup> Miller testified that Libman would "chime in" on Miller's cases, some which could have eventually been referred to Kingsley & Kingsley, but his testimony was clear that Libman was not associated on any Kingsley & Kingsley case and Libman was never paid by that firm. Although we find no conflict between Kingsley's testimony and Miller's testimony on this issue, Kingsley is in a far better position than Miller to

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<sup>26</sup> Miller also testified as a character witness.

understand whether Libman worked on any of the Kingsley & Kingsley cases recited by Libman, and we credit his testimony.<sup>27</sup>

Count five alleged that Libman made false statements in his May 2017 fee declaration—that Libman falsely claimed to have spent 5.5 hours in 2014, 23 hours in 2015, and 39.75 hours in 2016, drafting the “initial and amended” complaints in the *Jones* class action. The evidence clearly and convincingly shows that Libman performed no independent legal work on the draft complaint sent to Jones in January 2015 or on the subsequently filed complaint in the *Jones* class action, which were both drafted by Paradis and Tufaro. There is no evidence that an “amended complaint” was ever filed in the *Jones* class action, let alone in 2016. That Libman’s paralegal testified generally that she did some work on the case, or even that Libman performed work on the case without providing specifics, does not amount to a dispute or rebuttal of the testimony of Paradis and Tufaro.

We find the misrepresentations in counts four and five were intentionally made. In a case with no discovery resolving in a relatively swift settlement, Libman’s fabrications in the attorney fee petition were intended to justify his substantial attorney fee award. Libman is culpable of intentional misrepresentations in violation of section 6106 on both counts.

**E. Libman Violated Section 6103 by Failing to Comply with Multiple Court Orders as Alleged in Counts Six Through Eight**

Counts six through eight of the ANDC charge Libman with violating section 6103 due to his failure to obey numerous orders issued by Judge Berle. Section 6103 prohibits an attorney from willfully disobeying or violating a court order that requires the attorney to do, or not do, an act. Culpability for a section 6103 violation requires Libman’s awareness of a final, binding

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<sup>27</sup> The hearing judge did not make credibility findings regarding Kingsley’s testimony. Having reviewed the record, including Kingsley’s testimony, we find his testimony is credible.

court order and that Libman intended his acts, or failure to act, to violate that order. (*In the Matter of Maloney and Virsik* (Review Dept. 2005) 4 Cal. State Bar Ct. Rptr. 774, 787.) The order's mandate for action, or to refrain from acting, must be related to Libman's "profession which he ought in good faith to have done or not done." (*In the Matter of Respondent X* (Review Dept. 1997) 3 Cal. State Bar Ct. Rptr. 592, 603.)

On review, Libman makes a general argument that OCTC did not meet its burden of proof generally as to these counts.<sup>28</sup> Libman then raises various reasons why the resulting contempt orders violated due process, but these arguments are without merit. The ANDC does not charge Libman for being held in contempt; it charges him with failure to comply with court orders. It is Libman's refusal to comply that caused him to be held in contempt.

There is no real factual dispute that on July 3, 2019, Judge Berle ordered Libman to provide an accounting regarding his fee payment that included "a full recitation of cash receipts and cash disbursements, all debits and credits, and full dates and recipients of all funds" with supporting documentary evidence, as charged in count six. Libman was given multiple opportunities to comply, and in turn, he provided perfunctory or previously submitted

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<sup>28</sup> In a July 1, 2024 ruling, the hearing judge determined Libman was collaterally estopped from relitigating the various orders that are the subject of counts six and seven: the March 24, 2021 disgorgement order and the August 21, 2023 contempt order. Collateral estoppel precludes relitigating issues that have been decided against the party asserting it. (*Vandenberg v. Superior Court* (1999) 21 Cal.4th 815, 828–829.) Libman does not challenge the ruling on review, and we find the doctrine of collateral estoppel was properly applied by the judge in a detailed order. The August 2023 contempt order included the finding that Libman was aware of the July 3, 2019 order to provide an accounting, the two orders requiring answers to deposition questions issued on October 23 and November 13, 2020, the August 11, 2022 order that required Libman to disclose his pending matters and recently settled cases where he was attorney of record, and the January 17, 2023 order requiring Libman to answer questions at his judgment debtor examination. The judge did not collaterally estop Libman from challenging the disgorgement order, since the time in which to file a petition for a writ of certiorari to the United States Supreme Court on the disgorgement order had not yet expired. As we detail in Section I of this opinion, Libman filed a petition for a writ of certiorari after the trial ended in this matter, which was denied in October 2024.

documentation, which fell short of compliance. There is also no factual dispute that Libman ignored and did not comply with Judge Berle's orders of October 23 and November 13, 2020, requiring Libman to answer deposition questions regarding "his bank, the identity of his accountant, the class actions he claimed to have collaborated on with the Kingsley & Kingsley firm prior to the [*Jones* class action], the names of the class representatives he claimed to have spoken to prior to 2015, and the last time he spoke with Paradis."

The record also supports finding the above elements have been met for the allegations in count seven. That count charged Libman with failure to comply with Judge Berle's August 11, 2022 order that required him to disclose his pending matters and recently settled cases where he was attorney of record. The obligation was a continuing one as the order required Libman to update the disclosure every 60 days until he satisfied the March 24, 2021 disgorgement order. Libman was aware of the order and did not comply with it. Count seven also charged Libman with failure to comply with the January 17, 2023 order to answer certain questions at his judgment debtor examination. Libman, in the January 2023 judgment debtor examination conducted by Kabateck, refused to answer Kabateck's questions about his biographical data and the like. Following a January 17, 2023 hearing, at which Libman was present, the court overruled Libman's objections and ordered him to respond. Libman never answered the questions.

Finally, as to the section 6103 violation charged in count eight, there is overwhelming evidence that Libman did not and has not complied with the March 24, 2021 disgorgement order issued by Judge Berle in the *Jones* class action. Libman was present at the hearing that resulted in Judge Berle ordering him to disgorge his portion of the attorney fee award. The order was never stayed, and all avenues of appeal have been exhausted, including review by the United States Supreme Court.

We find culpability for counts six through eight has been established by clear and convincing evidence.

#### **IV. CULPABILITY IN CASE NO. SBC-24-O-30284**

The second NDC alleged a single violation of section 6106 for Libman's attempts to gain unauthorized access to Judge Berle's and Kabateck's personal emails and text messages. As we detailed in our moral turpitude discussion for the ANDC, section 6106 prohibits "the commission of any act involving moral turpitude, dishonesty or corruption" by an attorney. Moral turpitude has also been found where an attorney's conduct "involves a serious breach of a duty owed to another or to society, or such a flagrant disrespect for the law or for societal norms, that knowledge of the attorney's conduct would be likely to undermine public confidence in and respect for the legal profession. [Citations.]" (*In re Lesansky* (2001) 25 Cal.4th 11, 16.) Moreover, an attorney's actions do not have to rise to the level of criminal culpability or cause monetary harm; "common dishonesty" can be sufficient to violate section 6106. (*In re Bradshaw, supra*, 17 Cal.5th at p. 1108-1109 [§ 6106 culpability for scheme to defraud a trust].)

Here, there is overwhelming evidence of deceit, flagrant disregard of the privacy rights of others, and a willingness to disrespect societal norms for Libman's own personal vendetta. Libman took affirmative steps to retain Black Cube to expose non-public information about a judicial officer and a fellow attorney. Paradis's recordings of his conversations with Libman provide clear and convincing evidence that Libman wanted unauthorized access to data, such as emails and text messages without a warrant, subpoena, or other legal means.

Both at trial and on review, Libman asserts his personal "covert investigation" to obtain Judge Berle's and Kabateck's emails and text messages was one he was ethically obligated to perform pursuant to rule 8.4 of the Rules of Professional Conduct, Comment [5], which addresses lawful covert activity in the investigation of violations of law. Rule 8.4 prohibits

engaging in conduct that involves “dishonesty, fraud, deceit, or reckless or intentional misrepresentation.” Comment [5] to that rule provides that “paragraph (c) does not apply where a lawyer advises clients or others about, or supervises, lawful covert activity in the investigation of violations of civil or criminal law or constitutional rights, provided the lawyer’s conduct is otherwise in compliance with these rules and the State Bar Act.” Here, Libman, unlike Paradis, was not an undercover operative being supervised by any law enforcement entity or prosecutor. Nor was Libman providing legal representation to any individual cooperating with law enforcement. Hence, the safe harbor of Comment [5] to rule 8.4 does not apply. Moreover, Libman’s own words that he was going to “castrate them,” “put them down in such a way they can’t get up,” and that the “gloves are off” “demonstrate that he was engaging in more than a mere lawful investigation. Libman is culpable for intentional moral turpitude.

## **V. AGGRAVATION AND MITIGATION**

OCTC must establish aggravating circumstances by clear and convincing evidence.

(Std. 1.5.)<sup>29</sup> Libman bears the same burden to prove mitigation. (Std. 1.6.)

### **A. Aggravation**

Neither party challenges the hearing judge’s assignment of substantial aggravation for multiple acts of wrongdoing (std. 1.5(b)), no aggravation for a pattern of misconduct (std. 1.5(c)), substantial aggravation for significant financial and emotional harm to Kabateck, and the administration of justice (std. 1.5(j)), and substantial aggravation for indifference (std. 1.5(k)) due to Libman’s inability to acknowledge the slightest bit of wrongdoing. We agree, as the record supports these findings.

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<sup>29</sup> All further references to standards (std.) are to the Rules of Procedure of the State Bar, Title IV, Standards for Attorney Sanctions for Professional Misconduct.

Standard 1.5(l) provides that aggravation may include “lack of candor and cooperation to the victims of the misconduct or to the State Bar during disciplinary investigations or proceedings.” This standard includes an attorney’s untruthful testimony before the State Bar Court when supported by express findings. (*In the Matter of Jimenez* (Review Dept. 2022) 5 Cal. State Bar Ct. Rptr. 965, 980-981; *In the Matter of Caplin* (Review Dept. 2020) 5 Cal. State Bar Ct. Rptr. 768, 777.) OCTC argues that the hearing judge’s assignment of moderate weight for standard 1.5(l), lack of candor and cooperation to the victims or to the State Bar, is insufficient and greater weight is required.<sup>30</sup> The judge found moderate weight was appropriate, because Libman’s dishonest testimony was confined to a single instance.

Of the two cases, Libman testified only in the 30284 case. As an April 2020 recording established, Libman told Paradis he went to Israel to meet with Black Cube and used his daughter’s participation in an exchange trip to Israel as a cover for his visit. Contrary to this, Libman testified at trial that the reason for the trip was to visit his cousin and daughter. The hearing judge found this was dishonest testimony, and in light of “Libman systematically attempt[ing] to conceal his efforts to hire individuals to hack the emails and phones of a Superior Court judge and an attorney[,]” it took on greater significance. We agree. (*In the Matter of Dahlz* (Review Dept. 2001) 4 Cal. State Bar Ct. Rptr. at p. 282 [great weight given to hearing judge’s finding on candor].) OCTC also points to Libman’s mischaracterizations that his investigation was “lawful” with a goal to secure “legally obtainable” information. However, we view this testimony to be comparable to legal conclusions related to Libman’s argument concerning rule 8.4 of the Rules of Professional Conduct, Comment [5]. Even if we agreed with

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<sup>30</sup> Libman did not counter or otherwise dispute OCTC’s argument.

OCTC, it would not change the weight of this factor in aggravation. Having considered OCTC's argument, we conclude that moderate weight is appropriate.

**B. Mitigation**

**1. No Prior Record of Discipline (Std. 1.6(a))**

Standard 1.6(a) allows for mitigation when there is an "absence of any prior record of discipline over many years of practice coupled with present misconduct, which is not likely to recur." (See, e.g., *In the Matter of Isola* (Review Dept. 2022) 5 Cal. State Bar Ct. Rptr. 911 [substantial mitigation for 21 years of discipline-free practice and misconduct not likely to recur].) Libman has had no disciplinary record since his December 2002 admission to the State Bar. The hearing judge assessed moderate weight to this mitigation factor even though she also determined Libman failed to meet his burden of proof that his misconduct would not recur. OCTC argues that there should be no mitigation weight, or at best, nominal weight. We agree with OCTC.

Given the intentional and serious misconduct at issue and Libman's complete indifference, he has failed to meet his burden of proof that the misconduct is not likely to recur. Accordingly, we decline to assign any mitigation for this factor. (See *Cooper v. State Bar* (1987) 43 Cal.3d 1016, 1029 [for protection of the public, court must consider fitness of attorney to continue to practice when determining mitigation for absence of prior discipline]; *In the Matter of Reiss* (Review Dept. 2012) 5 Cal. State Bar Ct. Rptr. 206, 218 [no mitigation for 13-year discipline-free record when attorney failed to accept responsibility for wrongdoing].)

**2. Extraordinary Good Character (Std. 1.6(f))**

A lawyer may receive mitigation for "extraordinary good character" under standard 1.6(f) if it is "attested to by a wide range of references in the legal and general communities, who are aware of the full extent of the misconduct." The hearing judge gave limited weight in mitigation.

OCTC argues no weight in mitigation is warranted, because the majority of character witnesses were unaware of the charges and did not fully understand the scope of misconduct. Libman claims significant weight should be accorded due to the number of references who were attorneys, his familiarity with the witnesses, and their knowledge of the charges.

Five witnesses testified in both trials: Rabbi Aryeh Herzog, Ilya Zak (a dentist), Shirley Shepard, who is an employee of Libman, attorney Zhanna Sanamyan, who also works with Libman, and attorney Alex Reyter. Three witnesses testified only in the 30064 case—attorney Miller, Julie Brantveyn, who is a former employee of Libman, and Antonio Clark, an information technology consultant who works with Libman. Two witnesses testified only in the 30824 case—Doctors Jacob Tauber and Reznik.<sup>31</sup> After reviewing the testimony, we find that Clark, Brantveyn, and Drs. Tauber and Jacob Reznik were not aware of the full extent of the charges in both cases. Standard 1.6(f), by its own terms requires more. (See *In the Matter of Thomas* (Review Dept. 2022) 5 Cal State Bar Ct. Rptr. 944, 961.)

We give serious consideration to the testimony or declarations of attorneys and judicial officers. (*In the Matter of Brown* (Review Dept. 1993) 2 Cal. State Bar Ct. Rptr. 309, 319 [attorneys have strong interest in maintaining honest administration of justice].) The three attorney witnesses testified that they believed Libman was honest and a man of integrity, but they had important limitations. For example, Miller did not have a complete understanding of the charges and further acknowledged that lying to a court is “not right.” Regarding Sanamyan, the hearing judge found her credibility was reduced due to bias, since Sanamyan’s livelihood was dependent on Libman. Having reviewed her testimony, we find no reason to disturb the judge’s finding. (*McKnight v. State Bar* (1991) 53 Cal.3d 1025, 1032 [hearing judge best suited

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<sup>31</sup> Libman submitted reference letters from Drs. Tauber and Reznik, as well as one other physician, in the 30064 case.

to resolve credibility questions having observed and assessed witnesses' demeanor and veracity firsthand]; *In the Matter of Respondent H* (Review Dept. 1992) 2 Cal. State Bar Ct. Rptr. 234, 241 [great weight given to hearing judge's credibility findings].) And while Reyter stood by his high character opinion of Libman despite the charges in the 30064 case, he admitted, regarding the 30824 case, that it would be "improper" for someone to try to access a judge's official and personal e-mails, and if respondent did so, it would be a mark against his character.

We find the remaining three witnesses provided the most persuasive testimony. Dr. Zak had a sufficient understanding of the nature of the charges, as did Shepard and Rabbi Herzog. At the time of trial, Dr. Zak had been friends with Libman over 30 years. Shepard, who is not an attorney but has a juris doctor degree, has worked for Libman on and off since 2016 and is familiar with an attorney's professional responsibilities. And Rabbi Herzog has known Libman and his family through their synagogue since approximately 2020. They all testified that their high opinion of Libman would not change if he was found culpable of the charges. Considering the testimony of these three witnesses, along with the significant limitations of the other character witnesses Libman provided, we agree with the hearing judge that limited weight is appropriate.

## **VI. DISCIPLINE<sup>32</sup>**

The purpose of attorney discipline is not to punish the attorney, but to protect the public, the courts, and the legal profession, to preserve public confidence in the profession, and to maintain high professional standards for attorneys. (Std. 1.1.) Our disciplinary analysis begins with the standards to which we give great weight to promote consistency. (*In re Silvertown* (2005) 36 Cal.4th 81, 91-92.) The Supreme Court has instructed us to follow the standards "whenever

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<sup>32</sup> Any arguments raised on review, but not specifically addressed in this opinion, have been considered and rejected.

possible.” (*In re Young* (1989) 49 Cal.3d 257, 267, fn. 11.) We also look to any comparable case law for guidance. (See *Snyder v. State Bar* (1990) 49 Cal.3d 1302, 1310-1311.)

In considering the applicable standards, we first determine which standard specifies the most severe sanction for the at-issue misconduct. (Std. 1.7(a) [most severe sanction shall be imposed where multiple sanctions apply].) Under standard 2.11, disbarment or actual suspension is the presumed sanction for misconduct involving moral turpitude, fraud, corruption, dishonesty, or misrepresentations.

At the outset we acknowledge there is no disciplinary case that is factually similar to Libman’s conduct. Libman’s most serious misconduct—four counts of moral turpitude—violates a fundamental rule of attorney ethics, which is common honesty. (*Baker v. State Bar* (1989) 49 Cal.3d 804, 815.) Libman participated in deceit and collusion to permit the *Jones* class action (and Jones himself) be used as a tool for representatives of the City to obtain a fast and favorable resolution in a high-profile matter. From March 2015 forward, Libman put the City’s interests and his anticipated reward ahead of his client’s interests. By allowing himself to be controlled by the City’s attorneys and implicitly advancing the City’s interests, Libman could not fulfill his “duty to maintain undivided loyalty to [his] client” that is required “to avoid undermining public confidence in the legal profession and the judicial process.” (*People ex rel. Dept. of Corrections v. Speedee Oil Change Systems, Inc.* (1999) 20 Cal.4th 1135, 1146.) After securing \$1.65 million through a false application for attorney fees, Libman thwarted every attempt to unmask his lies. Over several years, Libman consistently refused to follow court orders, and then in apparent retribution, engaged in a vendetta campaign against Judge Berle and Kabateck. There is substantial aggravation in these consolidated cases and minimal mitigation.

While Libman does not have a prior record of discipline, this fact does not preclude disbarment. (See *Lebbos v. State Bar* (1991) 53 Cal.3d 37, 41, 45 [disbarment with no prior

record for committing multiple acts of moral turpitude and dishonesty, including pattern of abuse of judicial officers and court system combined with failure to appreciate nature of misconduct]; *In the Matter of Lucero* (Review Dept. 2024) 6 Cal. State Bar Ct. Rptr. 101 [attorney disbarred with no prior record of discipline due to multiple misrepresentations to clients and OCTC, misappropriation, failure to repay funds, and lack of candor at trial]; *In the Matter of Gordon* (Review Dept. 2018) 5 Cal. State Bar Ct. Rptr. 610, 630 [respondent disbarred with no prior record of discipline due to extent of home loan modification scheme and “egregious aggravation”].) The common thread between these cases and the instant matter is dishonesty and indifference.

In assessing whether there is a continued need to protect the public, the courts, and the legal profession from Libman, we look to his behavior from the inception of his misconduct to the present, which may be a predictive tool for his future behavior. Notably, Libman gave no concession of wrongdoing and showed no insight into the harm he caused. Libman’s serious misconduct, coupled with the lack of recognition of his wrongdoing, strongly suggests Libman will not abide by his ethical obligations in the future. Accordingly, we find disbarment is necessary to protect the public, the courts, and the legal profession and to preserve public confidence in the profession.

## **VII. RECOMMENDATIONS**

We recommend that Michael Jacob Libman, State Bar Number 222353, be disbarred from the practice of law in California and that Libman’s name be stricken from the roll of attorneys.

### **A. California Rules of Court, Rule 9.20**

We further recommend that Libman be ordered to comply with California Rules of Court, rule 9.20 and perform the acts specified in (a) and (c) of that rule within 30 and 40 calendar days,

respectively, after the date the Supreme Court order imposing discipline in this matter is filed.<sup>33</sup> (*Athearn v. State Bar* (1982) 32 Cal.3d 38, 45 [the operative date for identification of clients being represented in pending matters and others to be notified is the filing date of the Supreme Court order imposing discipline].)

**B. Monetary Sanctions**

We further recommend that Libman be ordered to pay monetary sanctions to the State Bar of California Client Security Fund in the amount of \$5,000 in accordance with Business and Professions Code section 6086.13 and rule 5.137 of the Rules of Procedure of the State Bar.<sup>34</sup> Monetary sanctions are enforceable as a money judgment and may be collected by the State Bar through any means permitted by law. Monetary sanctions must be paid in full as a condition of reinstatement, unless time for payment is extended pursuant to rule 5.137 of the Rules of Procedure of the State Bar.

**C. Costs**

We further recommend that costs be awarded to the State Bar in accordance with Business and Professions Code section 6086.10, and are enforceable both as provided in Business and Professions Code section 6140.7 and as a money judgment, and may be collected by the State Bar through any means permitted by law. Unless the time for payment of discipline

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<sup>33</sup> Libman is required to file a rule 9.20(c) affidavit even if Libman has no clients to notify on the date the Supreme Court files its order in this proceeding. (*Powers v. State Bar* (1988) 44 Cal.3d 337, 341.) In addition to being punished as a crime or contempt, an attorney's failure to comply with rule 9.20 is, inter alia, cause for denial of an application for reinstatement after disbarment. (Cal. Rules of Court, rule 9.20(d).) The court-approved Rule 9.20 Compliance Declaration form is available on the State Bar Court website at <<https://www.statebarcourt.ca.gov/Forms>>.

<sup>34</sup> The hearing judge recommended the imposition of \$5,000 in monetary sanctions based on the severity of Libman's misconduct, which included inter alia, moral turpitude and failure to comply with court orders plus substantial aggravating factors. Neither party challenges this dollar amount on review. We find that monetary sanctions of \$5,000 is appropriate. (Rules Proc. of State Bar, rule 5.137.)

costs is extended pursuant to subdivision (c) of section 6086.10, costs assessed against an attorney who is disbarred must be paid as a condition of applying for reinstatement.

#### **VIII. MONETARY REQUIREMENTS**

Any monetary requirements imposed in this matter shall be considered satisfied or waived when authorized by applicable law or orders of any court.

#### **IX. INVOLUNTARY INACTIVE ENROLLMENT**

The hearing judge's order that Libman be transferred to involuntary inactive status pursuant to Business and Professions Code section 6007, subdivision (c)(4), effective January 31, 2025, will remain in effect pending the consideration and decision of the Supreme Court on this recommendation.

RIBAS, J.

WE CONCUR:

HONN, P. J.

McGILL, J.

**Nos. SBC-24-O-30064; SBC-24-O-30284 (Consolidated)**

***In the Matter of***  
**MICHAEL JACOB LIBMAN**

***Hearing Judge***  
**Hon. Yvette D. Roland**

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