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7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10
11 LEGAL AID FOUNDATION OF LOS
ANGELES, a non-profit California
12 Corporation, on behalf of themselves and
the general public,,
13

14 Plaintiff,

15 v.

16 CALIFORNIA LAW CLINIC, an
unknown business entity existing under the
laws of California, DBA:
17 LEGAL AID;
LEGAL AID HOTLINE ;
18 LEGAL AID CENTRAL OFFICE AND
DIRECTORY;
19 LEGAL AID WESTCHESTER;
LEGAL AID WEST HOLLYWOOD;
20 LEGAL AID NORTH HOLLYWOOD;
LEGAL AID INGLEWOOD;
21 LEGAL AID NORTH BROADWAY;
LEGAL AID SOUTH BROADWAY;
22 LEGAL AID SANTA MONICA;
LEGAL AID CRENSHAW;
23 LEGAL AID COMPTON;
UNLAWFUL DETAINER;
24 TENANT LANDLORD DISPUTES;
RENTER'S RIGHTS A;
25 EVICTION DEFENSE; and
DOES 1-50,
26

27 Defendants.
28

CASE NO. BC 307009

Assigned for all purposes to:

Honorable James R. Dunn

**LEGAL AID FOUNDATION OF LOS
ANGELES' MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF ITS
REQUEST FOR ENTRY OF DEFAULT
JUDGMENTS**

[Notice of Request For Entry of Default,
Request For Entry of Default – Judicial Council
Form 982(A)(6), Request for Entry of Dismissal
– Judicial Council Form 982(A)(5),
Memorandum of Costs – Judicial Council
Forms MC-010 and MC-011, Declarations of
Christopher Broderick, John Kim, Cheryl
Emery, Dennis Williams and Sharon Tyler, and
[Proposed] Default Judgment And Permanent
Injunction Filed Herewith]

Action Filed: December 2, 2003
Trial Date: Not Applicable
Dept: 26

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. PROCEDURAL BACKGROUND**

3 Legal Aid Foundation of Los Angeles (“LAFLA”) filed this action on December 2, 2003.¹
4 Defendant Jerry Bloom, aka Tripper, D. Tripper, Dean Tripper, Gerald Bloom, and Yassa Gadau
5 individually and doing business as California Law Clinic (“CLC”) filed an Answer and LAFLA
6 proceeded with discovery.² After Bloom failed to provide any substantive discovery responses,
7 failed to appear for the completion of his deposition and violated other Orders, the Court, on
8 April 4, 2005, granted LAFLA’s motion for terminating sanctions and entered Default.³ LAFLA
9 now moves for Default Judgment, seeking an injunction, damages, costs and attorney fees in
10 accordance with its C.C.P. § 425 Statement served many months prior to the entry of Default.⁴

11 **II. SUMMARY OF THE CASE**

12 **A. Introduction**

13 LAFLA filed this action to stop Bloom, who is neither an attorney nor licensed paralegal,
14 from advertising under LAFLA’s trademarks to obtain clients for CLC where Bloom engaged in
15 the unauthorized practice of law. Bloom deceived many people in the Los Angeles region into
16 believing that he was an attorney (sometimes a licensed paralegal) associated with LAFLA.
17 Bloom falsely associated himself with LAFLA so that he could lure unsuspecting clients into
18 CLC and extract substantial fees in exchange for the promise of legal services which were
19 delivered either recklessly or not at all. Bloom’s practices inflicted considerable harm on his
20 many poor and disadvantaged clients including the loss of homes and valuable claims now barred
21 by the statute of limitations. Bloom also caused substantial harm to LAFLA.

22 In addition to practicing law himself, Bloom employed several inactive, suspended and

23 ¹ See LAFLA’s Complaint for Common Law Trademark Infringement; False Advertising; and California Unfair
24 Competition (“Complaint”), filed on December 2, 2003, attached as Ex. A to the Broderick Decl. LAFLA asserted
25 claims for common law trademark infringement, false advertising and California unfair competition based upon
26 numerous grounds including trademark infringement, unauthorized practice of law & deception or corruption in the
practice of law, unlawful solicitation, violations of the unlawful detainer assistants act, violation of the paralegal
statute, violations of the consumers legal remedies act and false advertising. Upon default, LAFLA’s allegations are
taken as true. *Johnson v. Stanhiser*, (1999) 72 Cal. App. 4th 357, 361 (on default, party confesses the material
allegations in the complaint).

27 ² See Answer to Complaint, (“Answer”), dated April 28, 2004, attached as **Ex. B** to the Broderick Decl.

³ See Order For Terminating Sanctions, dated April 4, 2005, attached as **Ex. C** to the Broderick Decl

28 ⁴ LAFLA’s Statement of Damages under C.C.P. § 425.11 and Statement of Punitive Damages Under C.C.P. § 425.115 (C.C.P. § 425 Statement) is attached as **Ex. OO** to the Broderick Decl.

1 disbarred attorneys to practice law. Bloom also stole the identity of an active licensed attorney
2 who had no connection to CLC and forged that identity on court filings and client letters.

3 Bloom’s stonewalling throughout the entire litigation—refusing to provide even a single
4 substantive discovery response, resulting in Default—thwarted a complete and full exposure of
5 his unseemly activities. LAFLA, by expending substantial attorney time and extensive private
6 discovery, is able to substantiate its damages, expose Bloom’s sham clinic and provide a glimpse
7 into his illegal activities via this Memorandum.

8 **B. Plaintiff Legal Aid Foundation of Los Angeles**

9 LAFLA, a California non-profit corporation since 1937, has been providing free legal
10 services to low-income people throughout the Los Angeles area since 1929.⁵ LAFLA’s 50 plus
11 attorneys (assisted by 140 plus employees) offer a wide range of legal services, including eviction
12 defense, family law, veterans’ issues, employment law, immigration, consumer protection,
13 government benefits, and community economic development to a substantial number of clients.⁶
14 LAFLA is assisted by many volunteers from the legal community.⁷

15 LAFLA provides its services through the use of the terms “LEGAL AID” and “LEGAL
16 AID FOUNDATION OF LOS ANGELES” (the “LEGAL AID marks”).⁸ The LEGAL AID
17 marks have acquired secondary meaning or are distinctive within Southern California as referring
18 to legal services for the poor provided by LAFLA.⁹

19 LAFLA has spent substantial time, effort, and money advertising and promoting the
20 LEGAL AID marks.¹⁰ As a result, the LEGAL AID marks have become widely known and

21 ⁵ Complaint at ¶¶ 1-2.

22 ⁶ *Id.* at ¶¶ 2-6. In 2002, LAFLA provided counsel and advice to over 1,250 parents for issues such as domestic
23 violence, child kidnapping, paternity, custody and visitation disputes, and unpaid child support. LAFLA provided
24 assistance with immigration matters to over 270 persons including those seeking asylum, victims of domestic
25 violence, torture, and human trafficking in prostitution and forced labor. In 2002, LAFLA enabled families to avoid
26 losing homes, and to improve unsafe or unhealthy housing conditions by obtaining a favorable result in 93% of
27 approximately 700 eviction cases tried, securing \$400,000 in relocation assistance, \$500,000 in waived rent, and
28 16,500 extended days of shelter for those moving, prepared legal papers for approximately 4,500 tenants who
29 represented themselves, and trained approximately 1,100 tenants to represent themselves. LAFLA brought litigation
30 to force slum landlords to make improvements, preserved affordable housing under Section 8 programs, and saved
31 homes of elderly and low-income homeowners threatened with foreclosure as a result of homeowner fraud schemes.

32 ⁷ *Id.* at ¶ 35. For example, in 2003 alone, 270 volunteers from some of the most respected private law firms in the
33 country donated more than 6,200 hours to LAFLA.

34 ⁸ *Id.* at ¶¶ 29, 31-33, 63-67.

35 ⁹ *Id.* at ¶¶ 29-33

36 ¹⁰ *Id.* at ¶ 30.

1 respected, and LAFLA has developed an enormous amount of goodwill in the marks.¹¹ LAFLA
2 owns and enjoys protectable common law trademark rights in the LEGAL AID marks.¹²

3 **C. Defendant Bloom and his California Law Clinic**

4 Bloom, who is not an attorney, operates CLC, a law clinic, at 1057 S. Broadway, Los
5 Angeles, California 90015 under numerous telephone numbers including (213) 741-0400 and
6 (800) 959-6625.¹³ Bloom operates and advertises CLC under LEGAL AID and numerous other
7 names confusingly similar to LAFLA's LEGAL AID marks.¹⁴

8 Bloom purposely and improperly capitalized on LAFLA's goodwill and positive
9 reputation by advertising in telephone books widely circulated in Los Angeles County, billboards
10 visible from a major freeway, business cards, newspapers and signs at CLC's.¹⁵ Bloom also
11 made misleading and false claims on CLC's Internet site where he solicited business.¹⁶

12 Bloom advertised under business names that coupled LAFLA's LEGAL AID mark with
13 names of geographic regions in Los Angeles County associated with LAFLA, resulting in
14 advertising which surrounded and engulfed LAFLA's.¹⁷ Bloom selected business names to
15 purposely misled, deceive and confuse consumers as to CLC's affiliation with LAFLA and to
16 create the false impression that CLC's services are the same as, or are of the same quality as,
17 LAFLA's.¹⁸

18 As a result, LAFLA's reputation is being injured, consumers are less able to identify and
19 distinguish the goods and services offered by LAFLA, and the value and distinctiveness of

20 ¹¹ *Id.*

21 ¹² *Id.* at ¶¶ 28-50. See Also Notice of Ruling Re: May 10, 2004 Hearing ("May 10, 2004 Order"), at ¶ 4, deeming
22 as Admitted LAFLA's First Set of Requests for Admissions to Defendant California Law Clinic ("RFAs"). The May
10, 2004 Order is attached as Ex. MM and the RFAs are attached as Ex. NN to the Broderick Decl.

23 ¹³ *Id.* at ¶¶ 7-23, 37 and 75. The other telephone numbers, obtained through a third-party subpoena, are 213-741-
24 0412, 213-741-0431, 213-741-0450, 213-741-0456, 213-741-0938, and 213-741-6005. Portions of CLC's recent
25 telephone records establishing these telephone number are attached as Ex. H to the Broderick Decl.

26 ¹⁴ *Id.* at ¶¶ 27-23, 38 and 52.

27 ¹⁵ *Id.* at ¶¶ 38-46 and 52 for advertising in telephone books. On October 28, 2004, Bloom admitted to his billboard
28 and newspaper advertising in his own court filing entitled Notice of Motion and Motion To Dismiss Case
Memorandum of Points and Authorities, Declaration of Jerry Bloom, attached as Ex. D to the Broderick Decl.

¹⁶ See Complaint at ¶ 52. A CLC employee described Bloom's Internet claims as "totally false. Grossly
misleading. Distasteful." December 21, 2004, Deposition of Barbara Ida Mesch ("Mesch Depo.") at p. 46, ln. 15-16.
Relevant pages of the testimony and exhibits of the Mesch Depo. are attached as Ex. F to the Broderick Decl.

¹⁷ See Complaint at ¶ 39-47.

¹⁸ *Id.*

1 LAFLA's marks are being diminished.¹⁹ LAFLA has suffered and will continue to suffer
2 monetary damages from Bloom's actions.²⁰ Bloom acted intentionally and without the
3 permission of LAFLA, and with knowledge of and in willful and conscious disregard of
4 LAFLA's rights to the LEGAL AID marks.²¹

5 **D. Bloom's Use of Inactive, Suspended and Disbarred Attorneys**

6 Ms. Barbara Ida Mesch, a one-time Bloom client and, later, an employee, provided
7 substantial insight into Bloom's illegitimate enterprise. Mesch is an attorney who was suspended
8 by the California State Bar for willfully aiding Bloom in the unauthorized practice of law,
9 practicing law at CLC while on inactive status, and splitting legal fees with Bloom.²²

10 In May of 2000, Mesch, an attorney on inactive status and a tenant short of funds, sought
11 out the local Legal Aid because she needed assistance with her landlord-tenant problem.²³
12 Mesch, by either consulting the telephone book or dialing "411", called CLC who she (and many
13 others she later personally observed) believed was Legal Aid.²⁴ When Mesch first visited CLC
14 she met Ms. Gloria Alcaraz. Although Alcaraz had resigned with charges pending in 1987, she
15 was actively working for Bloom as an attorney at CLC.²⁵ When Alcaraz realized that Mesch,
16 who unlike herself or anyone else at CLC could legally practice law, she immediately "ushered"
17 Mesch into the back office and offered her employment as an attorney at CLC.²⁶ Mesch accepted
18 and physically came into CLC's offices every day for six weeks from June to August 2000.²⁷

19 Mesch's status as a client, employee and later residential neighbor of Bloom allowed her
20 to observe Bloom and his operation.²⁸ CLC had two adjacent retail offices of similar size.²⁹ The

21 ¹⁹ *Id.* at ¶¶ 44-50.

22 ²⁰ *Id.*

23 ²¹ *Id.* at ¶¶ 45, 68.

24 ²² See In Re I. Barbara Mesch on Discipline, Supreme Court of California, *En Banc*, State Bar Court Case No. 00-
25 O-14287, and Attachment To Stipulation Re Facts, Conclusions of Law and Disposition, at pp. 1-3, all attached as
26 **Ex. E** to the Broderick Decl.

27 ²³ Mesch Depo. at p. 9, ln. 10-p. 12, ln. 22.

28 ²⁴ *Id.* at p. 11, ln. 13 – 22, p. 10, ln. 20 – p. 11, ln. 5, p. 10, ln. 3 – 6, p. 87, ln. 3 – 11.

29 ²⁵ Attached as **Ex. G** to the Broderick Decl. is a summary of Alcaraz's status to practice law from the State Bar's
Internet site at http://members.calbar.ca.gov/search/member_detail.aspx?x=46488.

²⁶ Mesch Depo. at p. 20, ln. 15 – p. 21, ln. 12, p. 63, ln. 13 – 23, p. 58, ln. 22 – p. 59, ln. 10. Attached as **Ex. I**
to the Broderick Decl. is a summary of Mesch's status to practice law from the State Bar's Internet site at
http://members.calbar.ca.gov/search/member_detail.aspx?x=195743.

²⁷ Mesch Depo. at p. 63, ln. 6 – 12, p. 63, ln. 24 – p. 64, ln. 10.

²⁸ Mesch accepted residential living space, curing her landlord-tenant problem, from Ms. Eve Nizinski, a CLC co-

1 first, at 1057 S. Broadway, had “four or five desks” and, additionally, “some chairs” for seating
2 visitors. The second, at 1059 S. Broadway, had “four desks.”³⁰

3 In May of 2002, Mesch arrived at CLC on her first visit and noted that there were
4 “between 10 to 12 people at CLC...[of which] four or five were employees of some kind and the
5 rest were seeking help.” One of the employees was “custodial” help while the other “three to four
6 employees...was either on the telephone or handling paperwork.”³¹ During Mesch’s first visit the
7 office space “was packed...there was no place to sit...[and] there had to be at least six or seven
8 [clients] plus myself.”³² Mesch observed that CLC “was always filled with people.”³³

9 Mesch described Bloom’s procedure for dealing with new clients in the open office space
10 at CLC. “[Bloom] would occupy that front desk, there was no privacy, and people would come in
11 and money would exchange hands, and they’d talk about the problem and [Bloom] would
12 promise them something and they’d leave. This happens fairly quickly, because the idea
13 is...volume. That’s how [Bloom] was making his money.”³⁴ Mesch additionally observed that
14 Bloom “would also be handling two or three phone calls at the same time as he was trying to help
15 people [physically in CLC].”³⁵

16 Bloom accepted legal work on “anything you could think of in the legal field.” She
17 specifically recalled Bloom working on “landlord-tenant, disability cases, problems with Social
18 Security, bankruptcy, child custody,” divorce, probate and small claims actions.³⁶ While Bloom
19 gladly accepted legal fees from everyone for most anything, Mesch observed that his general
20 legal incompetence resulted in numerous dissatisfied clients seeking refunds.³⁷

21 (continued...)

22 worker and Bloom’s residential landlord. Mesch’s and Bloom’s apartment were directly adjacent. *Id.* at p. 28, ln. 5 –
23 p. 29, ln. 17. *See also* February 4, 2005 Deposition of Evelois Nizinski (“Nizinski Depo.”) at p. 68, ln. 14 – 19.
Relevant pages of the testimony and exhibits of the Nizinski Depo. are attached as **Ex. I** to the Broderick Decl.

24 ²⁹ Mesch Depo. at p. 15, ln. 18 – 21, p. 16, ln. 9 – 12.

25 ³⁰ *Id.* at p. 14, ln. 6 – 17, p. 15, ln. 18 – 21, p. 16, ln. 9 – 12. Bloom’s lease, obtained through a third-party
subpoena, evidences the adjacent addresses of CLC and is attached as **Ex. J** to the Broderick Decl.

26 ³¹ Mesch Depo. at p. 16, ln. 13 – p. 17, ln. 20.

27 ³² *Id.* at p. 19, ln. 13 – 14.

28 ³³ *Id.* at p. 19, ln. 2 – 14.

³⁴ *Id.* at p. 19, ln. 22 – p. 20, ln. 4.

³⁵ *Id.* at p. 20, ln. 5 – 14.

³⁶ *Id.* at p. 21, ln. 20 – p. 22, ln. 24, p. 48, ln. 14 -15, p. 50, ln. 24 – p. 51, ln. 2, p. 57, ln. 1 – 21.

³⁷ *Id.* at p. 84, ln. 7 – p. 85, ln. 14, p. 55, ln. 1 – 11.

1 Bloom deceived many of this clients into believing that he was an attorney and never
2 corrected those clients that referred to him as “attorney Bloom.”³⁸ This deception allowed Bloom
3 to retain clients for matters requiring an attorney and to set higher fees.

4 Mesch personally witnessed three disbarred attorneys working for Bloom at CLC: Frank
5 Morales, Alcaraz, and a third, whose name Mesch could not recall, that Bloom sent to Court to
6 represent a church.³⁹ Alcaraz and Morales were “very busy” and clients believed that they were
7 “licensed to practice law.”⁴⁰ Alcaraz “held herself out as...very knowledgeable and conducted
8 herself as if she were an attorney.”⁴¹

9 Bloom used aliases and filed court papers as if the client was in pro per to avoid
10 detection.⁴² Bloom also avoided using any name when soliciting legal business over the
11 telephone.⁴³ Alcaraz followed Bloom’s practice and used a rotation of aliases for her last name
12 coupled with Gloria, her real first name.⁴⁴ Bloom also added the names of attorneys that were
13 uninvolved in a matter, including Mesch’s, to his letterhead when it suited his needs.⁴⁵

14 In addition to Bloom, Mesch, Alcaraz, Morales, and the attorney Bloom sent to Court to
15 represent a church, Darick Wayne Holt, a disbarred attorney, also practiced law at CLC. Holt,
16 during this litigation, while disbarred, represented himself as an attorney to an investigator
17 working for LAFLA.⁴⁶ Holt, during a period when he was suspended from the practice of law,
18 mishandled a matter for Ms. Armelin, another client of CLC who believed that she was receiving
19 services from LAFLA, causing her to lose her home.⁴⁷ While LAFLA has been able to identify

20 ³⁸ *Id.* at p. 55, ln. 12 – p. 56, ln. 15.

21 ³⁹ *Id.* at p. 58, ln. 23 – p. 59, ln. 1, p. 81, ln. 4 – 20. A summary of Morales’ status to practice law from the State
22 Bar’s Internet site at http://members.calbar.ca.gov/search/member_detail.aspx?x=29578 is attached as **Ex. K** to the
23 Broderick Decl. Morales was disbarred on April 30, 1998.

24 ⁴⁰ Mesch Depo. at p. 62, ln. 7 – p. 63, ln. 3.

25 ⁴¹ *Id.* at p. 88, ln. 19 – 21.

26 ⁴² *Id.* at p. 24, ln. 23 – 24, p. 81, ln. 1 – 3, p. 84, ln. 17 – p. 85, ln. 4.

27 ⁴³ *Id.* at p. 87, ln. 12 – 15.

28 ⁴⁴ *Id.* at p. 87, ln. 16 – p. 88, ln. 16.

⁴⁵ *Id.* at p. 92, ln. 14 – p. 93, ln. 1.

⁴⁶ See Declaration of Kory Turk, **Ex. N** to the Broderick Decl. A summary of Holt’s entitlement to practice from
the State Bar’s Internet site at (http://members.calbar.ca.gov/search/member_detail.aspx?x=117879) is attached as
Ex. M to the Broderick Decl. Holt also attempted to represent CLC Annette Stevenson’s lawsuit but was disallowed
because of his lack of bar status. “Darkick (sic) Wayne Holt attempts to rep deft as legal counsel & is disallowed due
to his lack of bar status.” June 12, 2001 proceedings of Hon. Brett C. Klein, **Ex. CC** to the Broderick Decl.

⁴⁷ Ms. Armelin’s case is summarized below in section III. E. 2.

1 these six individuals, there undoubtedly are many more.

2 **E. A Small Sampling of Bloom's Victims**

3 **1. Ms. Ford's Home is Jeopardized and She Loses A Third-party Claim**

4 In late September or October of 1998, Ms. Ford, a victim of a home refinance scam that
5 jeopardized title to her home, located Bloom by dialing "411" and requesting the telephone
6 number for "Legal Aid."⁴⁸ While Ms. Ford believed that she was speaking to a representative of
7 LAFLA, she was actually speaking to Bloom (who was using the alias "Tripper") at CLC.⁴⁹

8 Ms. Ford, after she telephonically "explained the situation...a real estate fraud, and
9 [Bloom] advised [her] to come down [to CLC] and file and that [Bloom] could handle it," went to
10 CLC the next day.⁵⁰ Bloom, without any attorney involvement, advised Ms. Ford that "its going
11 to be a hard case...it looks like racketeering" and "it would have to go to federal court."⁵¹

12 Bloom promoted himself and CLC to Ms. Ford by claiming "he's the best...he can win
13 any case any time" and touted his numerous legal victories including "70 million won for clients"
14 and "1100 not guilty verdicts," advertised prominently on his business card.⁵²

15 Based upon Bloom's representations, Ms. Ford engaged Bloom to file suit by immediately
16 paying him \$650 in cash and, later, more for a total of \$1,360.⁵³ Bloom signed the back of his
17 business card with the name "Tripper," noted the payment of \$1,360, and gave it to Ms. Ford as a
18 receipt.⁵⁴ Bloom "stated that he ran the office, he was in charge" and he alone set all legal fees.⁵⁵

19 Although Bloom stated that he had "several" attorneys working for him, he refused to
20 provide Ms. Ford any of their names or let her speak directly with them.⁵⁶ Although Ms. Ford
21 constantly pressed Bloom, he never returned her calls, never filed suit, and became angry when

22
23 ⁴⁸ November 15, 2004, Deposition of Debra Ford (hereinafter "Ford Depo.") at p. 33, ln. 24 – p. 34, ln. 10, p. 25,
24 ln. 5 – 25, p. 26 – 27 Relevant pages of the testimony and exhibits of the Ford Depo. are attached as **Ex. O** to the
25 Broderick Decl.

26 ⁴⁹ *Id.* at p. 27, ln. 8 – 14.

27 ⁵⁰ *Id.* at p. 28, ln. 19 – 22.

28 ⁵¹ *Id.* at p. 29, ln. 12 – 14, p. 35, ln. 15-16, p. 35, ln. 24 – p. 36, ln. 4..

⁵² *Id.* at p. 31, ln. 3 – 11. The business card that Bloom gave Ms. Ford is attached to the Ford Depo. as Ex. 40.

⁵³ *Id.* at p. 35, ln. 10 – 16.

⁵⁴ *Id.* at p. 36, ln. 21 – p. 37, ln 3. Bloom solicited even more money but Ms. Ford refused *Id.* at p. 47, ln. 8 – 24.

⁵⁵ *Id.* at p. 63, ln. 12 – 21.

⁵⁶ *Id.* at p. 30, ln. 13 – 19.

1 she demanded to speak with her attorney.⁵⁷

2 In April of 1999, Ms. Ford seriously injured her neck at work when two ceiling tiles, each
3 weighing 20 to 25 lbs., fell from the roof and struck her, requiring her to wear a neck brace.⁵⁸
4 Ms. Ford's medical bills escalated to over \$400,000.⁵⁹ In May of 1999, on Ms. Ford's third visit
5 to CLC to prod Bloom into filing suit on her fraudulent real estate transaction, Bloom noticed the
6 opportunity in Ms. Ford's neck brace and solicited her workers compensation case which he
7 stated was CLC's "specialty."⁶⁰ Bloom, again without any attorney participation, advised Ms.
8 Ford that she "had a good case because of...negligent... supervision."⁶¹ Indeed, Bloom flatly
9 stated that he made all of the final decisions about all cases at CLC, without consultation from an
10 attorney or even the client.⁶² Although Ms. Ford repeatedly pleaded with Bloom to file a third-
11 party claim, he refused, and allowed the Statute of Limitations to expire.⁶³

12 After a year and a half of no action and no communication from Bloom, and as soon as
13 Ms. Ford recuperated enough from her neck surgery to travel, Ms. Ford confronted Bloom at
14 CLC. When Bloom couldn't even recall that Ms. Ford was injured, she fired Bloom. In October
15 of 1999, Bloom, under pressure to retain Ms. Ford's case, filed papers with the Workers'
16 Compensation Appeals Board, sent a workers compensation claim form to Ms. Ford's employer
17 and sent a letter to Ms. Ford using the stolen identity and forged signature of Walter Lebowitz, a
18 licensed attorney.⁶⁴ Bloom defiantly and repeatedly refused to be released from the matter even
19 after Ms. Ford hired Howard Gorin, a licensed attorney.⁶⁵

20 On October 4, 2001, Gorin, unaware that Bloom was using a stolen identity, filed a
21 professional malpractice action against Lebowitz at CLC for allowing Ms. Ford's third-party

22
23 ⁵⁷ *Id.* at p. 37, ln. 20 – p. 38, ln. 3, p. 37, ln. 4-8, p. 54, ln. 19-23.

24 ⁵⁸ *Id.* at p. 38, ln. 7 – p. 39, ln. 4, p. 40, ln. 2 - p. 42, ln. 7.

25 ⁵⁹ *Id.* at p. 46, ln. 6 – 24.

26 ⁶⁰ *Id.* at p. 38, ln. 15 – 24.

27 ⁶¹ *Id.* at p. 42, ln. 1 – 6, p. 37, ln. 4 – 8.

28 ⁶² *Id.* at p. 42, ln. 14 – p. 43, ln. 7.

⁶³ *Id.* at p. 44, ln. 16 – p. 45, ln. 10.

⁶⁴ *Id.* at p. 43, ln. 17 – 25, p. 63, ln. 1 – 7, Ex. 41, 44, 46 and 48 to the Ford Depo. While Mr. Lebowitz was a member of the California State Bar (SBN 121789), he actually resided in Florida and had no connection to Bloom or CLC. See Lebowitz Decls. referenced below.

⁶⁵ Ford Depo. at p.51, ln. 11 – p. 52, ln. 12. See Mr. Gorin's September 12, 2000 letter, Ex. 47 to the Ford Depo.

1 claim to expire.⁶⁶ Lebowitz filed a declaration denying any association with Bloom or CLC,
2 affirming that “he never resided in California and did not maintain any law office nor was he
3 associated with any law office, clinic, association, group, partnership, or alliance in the State of
4 California...[emphasis removed.]⁶⁷ Finally, Lebowitz noted that he “offered to cooperate ...to
5 determine if anyone...was guilty of Identity Theft.”⁶⁸ The Honorable Marvin Lager, after a
6 hearing, dismissed Mr. Lebowitz.⁶⁹ Bloom also stole Lebowitz’s identity in another case.⁷⁰

7 **2. Ms. Armelin Loses Her Home**

8 Ms. Margaret Armelin was the sole beneficiary of her deceased mother’s estate which
9 included a home.⁷¹ Armelin, in exchange for her daughter’s promise not to sell the home while
10 Armelin was alive, assigned her interest in the estate to her daughter.⁷² In October of 2001,
11 Armelin’s daughter entered into a contract to sell the home, violating her promise.⁷³ Armelin
12 sought legal representation from CLC, believing CLC to be LAFLA.⁷⁴

13 At CLC, Alcaraz and Holt, after leading Armelin to believe that they were attorneys,
14 drafted a Complaint and a Notice of Pending Action.⁷⁵ Following the established practice at
15 CLC, Alcaraz and Holt had Armelin file the Complaint *in pro per*.⁷⁶ On October 19, 2001, Holt,
16 while on inactive status, signed the Notice of Pending Action as “Darick W. Holt, Attorney for

17 ⁶⁶ A copy of Ms. Ford’s Complaint against Lebowitz is attached as **Ex. P** to the Broderick Decl.

18 ⁶⁷ See p. 2, ¶ 4 of Mr. Lebowitz’s March 6, 2002 Declaration, attached as **Ex. Q** to the Broderick Decl.

19 ⁶⁸ *Id.* at p. 4, ¶ 12.

20 ⁶⁹ The May 2, 2002 Minute Order of the Honorable Marvin Lager is attached as **Ex. R** to the Broderick Decl.

21 ⁷⁰ See Leticia Roman v. Walter Lebowitz, Superior Court of California, Case No. BC 276430, Complaint attached
22 as **Ex. S** to the Broderick Decl. Mr. Lebowitz also filed a Declaration in the Roman case asserting that “Walter B.
23 Lebowitz, was the victim of identity fraud” and that he had “been in contact with the State Bar of California, and two
24 separate detectives in Los Angeles offering to assist them in arresting and convicting any person or persons that have
25 been using Walter B. Lebowitz[‘s] name on pleadings,” and the allegation that he “was involved in an enterprise with
26 a Mr. Bloom in California, is a damnable lie.” Lebowitz’s February 10, 2003 Declaration in the Roman case at p. 1,
27 ¶ 2 - p. 2, ¶ 3; p. 3, ¶ 8, attached as **Ex. T** to the Broderick Decl. See also Lebowitz’s April 21, 2003 supplemental
28 declaration in the Roman case, attached as **Ex. U** to the Broderick Decl., wherein Lebowitz expands on his denial of
any association with Bloom or CLC. The Hon. Kenneth R. Freeman accepted Mr. Lebowitz’s declarations and
dismissed him from the suit. See the May 12, 2003 Minute Order attached as **Ex. V** to the Broderick Decl.

⁷¹ See Plaintiff Margaret L. Armelin’s Complaint For Legal Malpractice (“Armelin’s LAFLA Complaint”), Case
No. BC 331582, filed on April 8, 2005, at ¶¶ 1, 10-11, attached to the Broderick Decl. as **Ex. X**.

⁷² *Id.* at ¶¶ 11-14.

⁷³ *Id.* at ¶ 16.

⁷⁴ *Id.* at ¶¶ 3-5, 17-18, 21, and the last page of the civil cover sheet (which is the last page of **Ex. X**) wherein the
plaintiff listed “1057 S Broadway” for LAFLA

⁷⁵ *Id.* at ¶ 18. See also Complaint for Injunction; Damages; Breach of Contract; Fraud; To Impose A Trust;
Declaratory Relief (“Armelin’s Complaint Against Her Daughter”), Case No. BC 331582, filed by Ms. Armelin on
October 19, 2001, attached to the Broderick Decl. as **Ex. Y**.

⁷⁶ See Armelin’s LAFLA Complaint at ¶ 18 and the cover sheet of Armelin’s Complaint Against Her Daughter.

1 Margaret L. Armelin, Plaintiff.”⁷⁷ Alcaraz also signed the Notice of Pending Action on the same
2 page as Holt, as a notary attesting to the signatures.⁷⁸ Neither Alcaraz or Holt informed Armelin
3 that she needed to serve the Notice of Pending Action on her daughter or that she could have the
4 Notice approved by a judge instead of having Holt sign as her attorney.⁷⁹ The daughter sold the
5 home and the defective Notice of Pending Action was expunged since it was not signed by an
6 attorney or judge and was not served.⁸⁰ In April of 2005, Armelin filed suit against LAFLA.⁸¹

7 **3. Mr. Williams Loses His Property**

8 In June of 2004, while the instant litigation was pending, a Quiet Title and Declaratory
9 Relief Complaint was filed against Dennis Williams’ property.⁸² An Answer was due by
10 August 8, 2004.⁸³ Five days prior to that deadline, Williams dialed “411” seeking Legal Aid and
11 was provided CLC’s number.⁸⁴ Williams called and, after explaining the situation, was
12 encouraged to travel to CLC so that an Answer to the Complaint could be prepared and filed.⁸⁵
13 Williams went to CLC, handed over a \$1,500 check, noted in the memo line that the check was
14 for “Legal Aid,” and left fully expecting an Answer to be filed and his property to be secure.⁸⁶
15 Instead, Bloom failed to file an Answer and then ignored Williams’ repeated subsequent
16 telephone inquires.⁸⁷ Recently, Williams learned he was declared in Default for failing to file an
17 Answer and his property interest extinguished by a Default Judgment.⁸⁸

18 **4. Some of Bloom’s Many Other Victims**

19 Bloom had many other victims in addition to those summarized above. Mesch identified

20 ⁷⁷ See Armelin’s LAFLA Complaint at ¶ 18, Notice of Motion And Motion to Expunge Notice of Pending Action
21 (“Notice to Expunge”), filed on May 4, 2004, at p. 4, ln. 13 - 16, Notice of Pending Action attached as Ex. A to the
22 Motion to Expunge, and Declaration of Richard D. Marks at pp. 13-14, ¶ 7, attached to the Motion to Expunge, all
23 attached as **Ex. Z** to the Broderick Decl.

24 ⁷⁸ See Notice of Pending Action, attached as Ex. A to the Motion to Expunge.

25 ⁷⁹ See Armelin’s LAFLA Complaint at ¶ 18-21.

26 ⁸⁰ *Id.* at ¶¶ 21-26.

27 ⁸¹ *Id.*

28 ⁸² May 10, 2005 Declaration of Dennis Williams (“Williams Decl.”) at ¶¶ 1-2, filed herewith.

⁸² *Id.*

⁸² *Id.* at ¶ 3.

⁸³ *Id.*

⁸⁴ *Id.* at ¶ 3.

⁸⁵ *Id.* at ¶ 4.

⁸⁶ *Id.* at ¶¶ 5-6.

⁸⁷ *Id.* at ¶¶ 7-8.

⁸⁸ *Id.* at ¶¶ 9.

1 the following clients and legal matters at her deposition: Armen Hakopian (bankruptcy), Annie
2 Simmons (probate), Kenneth Clark (child custody), Johnny Guterrez (probate), Bryers (probate),
3 and Leann Denham (child custody/molestation).⁸⁹ Ms. Sharon Tyler paid Bloom \$400 and
4 received no assistance with her child support payments.⁹⁰ Mr. Bautista, after locating Bloom by
5 calling “411” and asking for Legal Aid, paid over \$1,500 to Bloom, who claimed to be an
6 attorney but couldn’t provide the promised legal services.⁹¹ Ms. Immaculata Johnson located
7 Bloom through the Yellow Pages, paid him \$500 and received no services.⁹² The following
8 clients, with fee amounts indicated, obtained judgments against Bloom for his failure to provide
9 services: Annette Stevenson (\$1,500), Thomas Bedford (\$500), Lesley I’aukea (\$1,600), Charlene
10 Johnson (\$800) and Sharon Brooks (\$400).⁹³ There are also numerous instances where the
11 Bankruptcy Court fined Bloom for charging excessive fees and Ordered the excess fee returned.⁹⁴

12 **F. LAFLA’s Prima Facie Case Against Bloom**

13 As noted by the actions above, Bloom infringed LAFLA’s trademarks, engaged in false
14 advertising and unfair competition based upon numerous grounds. In addition to Bloom’s
15 intentional and willful trademark infringement of the LEGAL AID marks, Bloom also committed
16 acts of false advertising using fictitious names such as UNLAWFUL DETAINER, TENANT
17 LANDLORD DISPUTES, RENTER’S RIGHTS A, and EVICTION DEFENSE, designed to
18 confuse the public into believing that he was a legitimate unlawful detainer assistant or paralegal
19 and met the statutory requirements of Bus. & Prof. Code §§ 6400 *et seq.* and §§ 6450 *et seq.*⁹⁵

20 Bloom committed numerous acts of unfair competition under B. & P. C. §§ 17200 *et seq.*
21 Bloom’s trademark infringement, false advertising, violation of the Unlawful Detainer and
22 Assistants Act, B. & P. C. §§ 6200 *et seq.*, violation of the Paralegal Statute, B. & P. C. §§ 6450
23 *et seq.* and Consumers’ Legal Remedies Act, C.C. § 1750 (including passing CLC’s services off

24 ⁸⁹ Mesch Depo. at p. 57, ln. 1 – 25.

25 ⁹⁰ See May 14, 2005 Declaration of Sharon Tyler, filed herewith.

26 ⁹¹ May 11, 2005 Declaration of Cheryl Emery, filed herewith.

27 ⁹² October 22, 2004 Deposition of Immaculata Johnson, relevant pages attached as **Ex. W** to the Broderick Decl.

28 ⁹³ Documents supporting the entry of the Stevenson, Bedford, I’aukea, Johnson and Brooks judgments are attached
as **Ex. CC, BB, GG, HH** and **II** to the Broderick Decl., respectfully.

⁹⁴ Bankruptcy Orders for CLC clients Chrystal Battery, La Tanya Thea Howard, Renae Daniel Sifuentes, Charles
Stein and Carlos Escobar are attached as **Ex. DD, EE, FF, JJ** and **KK** to the Broderick Decl., respectfully.

⁹⁵ Complaint at ¶¶ 51-58.

1 as those of LAFLA, misrepresenting the source, sponsorship, affiliation, connection and
2 association of CLC's services to LAFLA's services) are all unfair competition.⁹⁶

3 Bloom's unauthorized practice of law and deception or corruption in the practice of law,
4 violating Bus. & Prof. Code §§ 6125 *et seq.*, is also unfair competition. For instance, Bloom
5 engaged in the unauthorized practice of law by preparing legal documents, providing legal advice,
6 setting legal fees, deciding legal strategies, and evaluating legal cases, without the advice of any
7 attorney in good standing. Bloom engaged in deception and corruption in the practice of law by
8 employing numerous attorneys who were not entitled to practice law, misleading clients into
9 believing that he and his not-entitled attorneys were licensed to practice law, collecting legal fees
10 without performing any work and failing to communicate with clients.

11 LAFLA's Complaint and accompanying evidence demonstrate that Bloom's conduct
12 amounts to trademark infringement, false advertising, and unfair competition.

13 **G. LAFLA is Entitled to Relief**

14 Because LAFLA has demonstrated a prima facie case of its claims, it is entitled to all of
15 the relief sought in its Complaint and C.C.P. § 425 Statement.⁹⁷

16 **1. The Court Should Issue an Injunction**

17 A California Appellate Court, Brockey, upheld the issuance of an injunction for unfair
18 competition claims based on the solicitation of customers using the name "LEGAL AID."⁹⁸ C.C.
19 § 3422 also authorizes an injunction under the facts of this case.⁹⁹

20 Here, it is plain that without an injunction, Bloom will continue, as he has during this
21 litigation, operating his illegal law clinic advertising under the LEGAL AID marks.

22 **2. Monetary Relief**

23 (a) Disgorgement of Bloom's Profits

24 LAFLA should be awarded Bloom's revenues as profits, limited by its C.C.P. § 425

25 ⁹⁶ Complaint at ¶¶ 59-105, *See Brockey v. Moore*, (2004) 107 Cal. App. 4th 86.

26 ⁹⁷ *See Johnson v. Stanhiser*, (1999) 72 Cal. App. 4th 357 (plaintiff need only establish a prima facie case to
27 establish entitlement to damages on a default judgment).

28 ⁹⁸ *Brockey* held that a non-attorney's solicitation of legal clients using the name "LEGAL AID" and similar names
should be enjoined under B. & P. C. § 17200 for unfair competition claims based upon violations of the State Bar
Act, B. & P. C. § 6125, Unlawful Detainer Assistants Act, B. & P. C. § 6400, and the Consumers Legal Remedies
Act, C.C. § 1750.

⁹⁹ C.C. § 3422 authorizes an injunction where, as here "pecuniary compensation would not afford adequate relief"
and "where it would be extremely difficult to ascertain the amount of [such] compensation."

1 Statement. An award of Bloom’s unjust enrichment is a proper form of relief under trademark
2 infringement and false advertising claims.¹⁰⁰ In addition, under C.C.P. § 17203, the Court has
3 discretion to order restitution of an unfair competitor’s profits to the party from whom the
4 property was taken—in this instance, profits made from the use of LAFLA’s trademarks.¹⁰¹

5 LAFLA should be awarded Bloom’s revenues as profits with no deductions for expenses.
6 Since proof of Bloom’s expenses are solely within his control, and he steadfastly refused to
7 produce any financial discovery, including expenses, his expenses are rightfully excluded from
8 calculation of his profits.¹⁰² Further, third-party discovery and eyewitness accounts inside CLC
9 demonstrate that Bloom’s expenses were minor and do not impact LAFLA’s recovery of profits
10 which is limited by its C.C.P. § 425 Statement.

11 CLC was a lucrative, high-volume law clinic with a booming business.¹⁰³ CLC was open
12 for business every day, Monday through Friday, from 9:00 AM to 5:00 PM.¹⁰⁴ Bloom employed
13 numerous individuals, had 8 or 9 office desks, 10 business telephones and 8 distinct telephone
14 numbers, in 2 adjacent offices.¹⁰⁵ An Employee and clients described CLC as “packed...with no
15 place to sit,” “always filled with people,” “full every time that we went there,” with a backlog of
16 clients “six to seven sometimes” and other times there were “so many they [were] in the other
17 room.”¹⁰⁶ Bloom constantly (up to 85% of the 8-hour day) spoke with clients, and could
18 telephonically assist “two or three” clients while simultaneously assisting one face-to-face.¹⁰⁷

19 A Bloom employee estimated that Bloom received on average 20 legal fees per day, with
20 each fee averaging \$300 to \$400, for an average revenue of \$6,000 to \$8,000 per day, every
21 day.¹⁰⁸ Indeed, Bloom charged substantial fees, well in excess of \$400.¹⁰⁹ Thus, Bloom’s

22 ¹⁰⁰ See *Clark v. Bunker*, (9th Cir. 1972) 453 F.2d 1006, 1011 (plaintiff entitled to recover defendant’s profits
whether or not they represented losses to plaintiff).

23 ¹⁰¹ See also *ABC Int’l Traders Inc. v. Matsushita Elec. Corp. of Amer.*, (1997) 14 Cal. 4th 1247, 1268, 1271.

24 ¹⁰² See *Milgrim on Trade Secrets*, §15.02[3][c][i] (where plaintiff is entitled to defendant’s profits, defendant has
the burden of proving deductions from gross revenues). Requests directed to CLC’s profits, expenses and revenue
are attached as **Ex. LL** to the Broderick Decl.

25 ¹⁰³ Mesch Depo. at p. 71, ln. 14 – 22.

26 ¹⁰⁴ *Id.* at p. 64, ln. 11 – 18.

27 ¹⁰⁵ Ford Depo. at p. 32, ln. 5 – 7; Mesch Depo. at p. 74, ln. 11 – 13; portions of CLC’s telephone records, attached
as **Ex. H** to the Broderick Decl., show eight distinct telephone numbers at CLC.

28 ¹⁰⁶ Ford Depo. at p. 60, ln. 3 – 10. Mesch Depo. at p. 19, ln. 2 – 14.

¹⁰⁷ *Id.* at p. 87, ln. 3 – 11.

¹⁰⁸ Ford Depo. at p. 70, ln. 21 – p. 73, ln. 3.

¹⁰⁹ All of Bloom’s clients summarized here paid at least \$400 and most paid much more. The Bankruptcy Court

1 estimated monthly revenue is at least \$120,000 per month.¹¹⁰ Bloom's substantial revenues
2 allowed him to drive a new car, to "always ha[ve] cash," and wear expensive diamond jewelry.¹¹¹

3 All of the evidence shows that Bloom's expenses were relatively small. Mesch was aware
4 of the payroll since on Friday, payday, everyone on the cash payroll, had to physically "line up"
5 while Bloom proceeded down the line paying everyone in cash.¹¹² Mesch estimated his payroll as
6 only \$3,000 to 4,000 per week, or \$13,000 to \$17,200 per month.¹¹³ Bloom did not pay any
7 health, medical or workers compensation premiums nor deduct any taxes, state or federal.¹¹⁴ His
8 lease was only \$900 per month.¹¹⁵ His telephone bills were approximately \$550 per month.¹¹⁶
9 Thus, Bloom's estimated monthly expenses were only \$22,550 to \$26,750.

10 Bloom's monthly revenues (at least \$120,000) minus his estimated monthly expenses (at
11 most \$26,750) yield an estimated monthly profit of at least \$93,250 and a yearly profit of at least
12 \$1,119,000. While LAFLA should be entitled to Bloom's profits for many years, LAFLA's
13 C.C.P. § 425 Statement limits its recovery to \$1,000,000, less than one-year's profit.

14 (b) Attorney Fees

15 LAFLA also seeks its attorney fees under C.C.P. § 1021.5. An award of attorney fees is
16 appropriate where, as here, LAFLA acted to enforce an important right affecting a public interest
17 (receiving legal representation from licensed attorneys), a significant benefit will be conferred on
18 the general public (the shuttering of CLC), the necessity and financial burden of private

19 _____
20 (continued...)

21 often cited Bloom for overcharging clients and Bloom attempted to collect an enhanced fee for all workers'
22 compensation claims and even an advance fee. See Ex. 41 of the Ford Depo.: "Attorney's fees normally range from
23 9% to 12% of the benefits awarded. However, our office tries to do an especially good job for you and therefore
24 usually asks the court for a 15% fee."

¹¹⁰ Assuming revenue of \$6,000 per day and, conservatively, 20 working days per month.

¹¹¹ Mesch Depo. at p. 104, ln. 21 – p. 106, ln. 24, See Nizinski Depo. at p. 77, ln. 23-p. 78, ln. 4, p. 84, ln. 18 – p.
25 87, ln. 19.

¹¹² Mesch Depo. at p. 69, ln. 18 – 22.

¹¹³ Bloom paid the following weekly salaries: Mesh (\$700), Alcaraz (\$400), Morales (\$400), 2 secretaries (\$200
26 each). Many of the other workers did not receive cash but were paid on a barter system. Mesch Depo. at p. 64, ln. 22
27 – p. 70, ln. 20, p. 73, ln. 14 – p. 74, ln. 4, p. 89, ln. 13 – 18.; Nizinski Depo. at p. 19, ln. 23 – p. 22, ln. 2. Assuming,
28 conservatively, that Bloom paid employees for all holidays and 4.33 weeks per month.

¹¹⁴ *Id.* at p. 73, ln. 1 – 5, ln. 14 – p. 74, ln. 4. Bloom also bragged that he hadn't personally paid any taxes in
"umpteens years." Mesch Depo. at p. 45, ln. 15 – p. 46, ln. 1.

¹¹⁵ See CLC's lease attached as **Ex. J** to the Broderick Decl.

¹¹⁶ See portions of CLC's telephone records, attached as **Ex. H** to the Broderick Decl.

1 enforcement make an award of attorneys' fees appropriate (CLC operated for a substantial
2 number of years without any public enforcement), and in the interest of justice such fees should
3 not be paid out of the recovery (it would be unjust for LAFLA to shoulder the attorney fees since
4 it, as a public-sponsored non-profit, uses its funds, and any recovery, to benefit the public at
5 large.) The award of attorney fees under C.C.P. § 1021.5 have been upheld in cases where, as
6 here, public enforcement by the district attorney is also appropriate.¹¹⁷ Fees have been awarded
7 in actions for false advertising and unfair competition claims.¹¹⁸

8 While LAFLA expended over \$150,000 in attorney fees, it only seeks \$100,000 in accord
9 with its C.C.P. § 425 Statement.¹¹⁹

10 (c) Litigation Costs

11 LAFLA, as the prevailing party, is entitled to costs as a matter of right if the Court awards
12 it any monetary recovery.¹²⁰ And, even if this Court fails to award LAFLA damages, the Court
13 has discretion to award costs.¹²¹ Because any failure to obtain a net monetary recovery will only
14 be the result of Bloom's bad faith and willful disobedience of Court Orders, resulting in Default,
15 it is entirely proper for the Court to exercise its discretion to award costs.¹²² LAFLA seeks
16 \$4,059 in costs allowable under C.C.P. § 1033.5, well less than the amount listed in its C.C.P. §
17 425 Statement.¹²³

18 (d) Corrective Advertising

19 LAFLA is also entitled to monetary damages for advertising costs needed to restore value
20 to the LEGAL AID marks—value lost by Bloom's 30 years of misleading and confusing
21 advertising.¹²⁴ Bloom admitted to advertising using the "LEGAL AID" trademark in newspapers,

22 ¹¹⁷ *Committee to Defend Reproductive Rights v Free Pregnancy Center* (1991) 229 Cal App 3d 633.

23 ¹¹⁸ *Hewlett v Squaw Valley Ski Corp.* (1997) 54 Cal App 4th 499.

24 ¹¹⁹ See Kim Decl., at ¶ 7. The production of detail time statements are not a prerequisite to obtaining attorney's fees. See *Wershba v. Apple Computer, Inc.*, (2001) 91 Cal. App. 4th 224, 255. See also *Perkins v. Mobile Hous. Bd.* (11th Cir. 1988) 847 F.2d 735, 738. (counsel's "[s]worn testimony that...it took the time claimed is evidence of considerable weight on the issue of the time required.")

25 ¹²⁰ See C.C.P. § 1032(b). "Prevailing party" is "the party with a net monetary recovery." C.C.P. § 1032(a)(4)

26 ¹²¹ See C.C.P. §§1032(a)(4).

27 ¹²² *Zamora v. Shell Oil Co.*, (1997) 55 Cal. App. 4th 204.

28 ¹²³ See Kim Decl. at ¶ 8.

¹²⁴ See *Adray v. Adry-Mart, Inc.*, 76 F.3d 984, 988 (9th Cir. 1995) ("An award of the cost of corrective advertising, like compensatory damage awards in general is intended to make the plaintiff whole. It does so by allowing the plaintiff to recover the cost of advertising undertaken to restore the value plaintiff's trademark has lost due to defendant's infringement.")

1 telephone books, and a billboard visible from the 110 Freeway.¹²⁵ LAFLA seeks corrective
2 advertising in the exact same media that Bloom used for 30 years, for one year or less.¹²⁶

3 LAFLA will need at least the following advertising to repair the "LEGAL AID" mark: a
4 1/4 page Yellow Page ad throughout Los Angeles for one year (\$320,352);¹²⁷ a freeway-visible
5 billboard for one year (\$210,600);¹²⁸ and newspaper ads in the Los Angeles region for thirty days
6 except for the more expensive Los Angeles Times for which LAFLA seeks only ten days
7 (\$183,847).¹²⁹ Thus, while the total corrective advertising cost is over \$700,000, LAFLA only
8 seeks \$500,000 for corrective advertising in accord with its C.C.P. §425 Statement.¹³⁰

9 (e) Punitive Damages

10 LAFLA is also entitled to collect punitive damages. Punitive damages are recognized
11 under C.C. §3294 in actions for trademark infringement and unfair competition.¹³¹ While actual
12 damages are required prior to an award of punitive damages, a nominal award will support
13 punitive damages when the amount of plaintiff's actual damages are unascertainable.¹³²

14 Here, punitive damages are appropriate. Bloom intentionally and willfully operated with
15 oppression, malice and fraud. Bloom's conduct is malicious because he intended his conduct to
16 cause injury to LAFLA and his clients. Bloom intentionally and willfully used LAFLA's

17 ¹²⁵ On October 28, 2004, Bloom admitted in his Declaration: "I have advertised as Legal Aid for over 30 years in
18 newspapers, telephone books and I placed a four foot high by 30 foot wide sign at Broadway and 109th Street as
19 Legal Aid which could be seen by traffic on the 110 Freeway." Broderick Decl. at **Ex. D**. Ms. Johnson was lured to
20 CLC by Bloom's half or full Yellow Page advertisement. Johnson Depo., p. 24, ln. 17-22, attached as **Ex. W**, to the
21 Broderick Decl. Examples of Bloom's white page listings throughout Southern California (including Beverly Hills,
22 Santa Monica, Culver City & Marina Del Rey, Riverside, Corona & Norco, Greater Los Angeles, Imperial County,
23 Airport Area, South Bay, Orange County, Mid-Cities including Compton, Lynwood and Paramount, Santa Clarita
24 Valley) are attached as **Ex. G** to the Declaration of John Kim ("Kim Decl.")

21 ¹²⁶ See *Brockey* at 104 (Defendant was required to "advertise the injunction in various newspapers (in the
22 communities where he operated the call-forwarded numbers in the yellow pages), and report to [Plaintiff's] counsel
23 the names of all persons who responded to the advertisements.")

22 ¹²⁷ Kim Decl., ¶ 2-3, **Ex. A**.

23 ¹²⁸ Kim Decl., ¶ 4, **Ex. B**.

24 ¹²⁹ Kim Decl., ¶ 5, **Ex. C-F**.

24 ¹³⁰ Although "[p]rosecutive costs may be difficult to determine...the burden of any uncertainty in the amount of
25 damages should be borne by the wrongdoer..." *Adray*, 76 F.3d at 989.

25 ¹³¹ See *Sandler v Gordon*, (1949) 94 Cal. App. 2d 254 (punitive damages awarded--defendant guilty of oppression
26 and malice when he surreptitiously acquired and used plaintiff's customer list); *Sterling Drug v Benatar*, (1950) 99
27 Cal. App. 2d 393, 221 P2d 965; *Singer Mfg. Co. v Redlich*, (1952, DC Cal.) 109 F Supp. 623.

27 ¹³² *Mother Cobb's Chicken Turnovers, Inc. v Fox*, (1937) 10 Cal. 2d 203; *Sterling Drug v. Benatar*, (1950) 99 Cal.
28 App. 2d 393, 221 P2d 965 (punitive damages awarded even though the amount of the plaintiff's actual damages was
unascertainable in case where defendant acted willfully and knowingly in defiance of the plaintiff's protests and
notices and that its conduct was oppressive and malicious and designed to annoy and injure the plaintiff and damage
the plaintiff's lawful business)

1 trademarks to acquire clients, mostly from the local disadvantaged community, so he could
2 pocket fees for substandard or no services, depriving them of those fees, property and substantive
3 legal rights. Bloom carried on his despicable conduct in willful and conscious disregard of the
4 rights of those community members.¹³³ Bloom's conduct is oppressive because it subjected his
5 clients to cruel and unjust hardships, including the loss of rights, in conscious disregard of those
6 rights, amounting to fraud.¹³⁴ Bloom's intentional misrepresentations, deceit, and concealment of
7 his right to practice law, was a material fact known to him and intended by him to deprive his
8 clients of legal fees, property, and substantive legal rights.¹³⁵

9 LAFLA seeks \$3,000,000 in punitive damages, in accord with its C.C.P. §425 Statement.
10 This amount is less than the amount of actual damages sustained by LAFLA, is approximately
11 twice the amount of actual damages requested in the C.C.P. §425 Statement, and is less than three
12 times the amount of Bloom's profit per year.

13 **III. CONCLUSION**

14 For the foregoing reasons, LAFLA requests that the Court enter the accompanying
15 Proposed Default Judgment and Injunction which is in accord with its C.C.P. §425 Statement.

16 Dated: May __, 2005

JONES DAY

17
18 By: _____
Christopher P. Broderick

19 Attorneys for Plaintiff
20 LEGAL AID FOUNDATION OF LOS
21 ANGELES

22
23
24
25 ¹³³ See C.C. §3294(c)(1) "'Malice' means conduct which is intended by the defendant to cause injury to the
26 plaintiff or despicable conduct which is carried on by the defendant with a willful and conscious disregard of the
rights or safety of others."

27 ¹³⁴ See C.C. §3294(c)(2) "'Oppression' means despicable conduct that subjects a person to cruel and unjust
hardship in conscious disregard of that person's rights."

28 ¹³⁵ See Civ. Code §3294(c)(2) "'Fraud' means an intentional misrepresentation, deceit, or concealment of a
material fact known to the defendant with the intention on the part of the defendant of thereby depriving a person of
property or legal rights or otherwise causing injury."

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