

EXHIBIT A – APPEAL

Name and Address of Court: Stanley Mosk Courthouse
111 North Hill Street
Los Angeles CA 90012

SC-140

SMALL CLAIMS CASE NO.: 21STSC00537

PLAINTIFF/DEMANDANTE (Name, address, and telephone number of each):
SUZANNE NATBONY
2491 Purdue Ave., Ste. 221
Los Angeles, CA 90064

Telephone No.: (310) 478-6251

Telephone No.:

See attached sheet for additional plaintiffs and defendants.

DEFENDANT/DEMANDADO (Name, address, and telephone number of each):
BEN RECCIUS
Los Angeles, CA

Telephone No.

RECCIUS LAW
Los Angeles, CA

Telephone No.

FILED
Superior Court of California
County of Los Angeles
07/29/2021
Sherri R. Carter, Executive Officer / Clerk of Court
By: K. Chan Deputy

NOTICE OF FILING NOTICE OF APPEAL

TO: Plaintiff (name): SUZANNE NATBONY
 Defendant (name): BEN RECCIUS

<p>Your small claims case has been APPEALED to the superior court. Do not contact the small claims court about this appeal. The superior court will notify you of the date you should appear in court. The notice of appeal is set forth below.</p>	<p><i>La decisión hecha por la corte para reclamos judiciales menores en su caso ha sido APELADA antela corte superior. No se ponga en contacto con la corte para reclamos judiciales menores acerca de esta apelación. La corte superior le notificarala fecha en que usted debe presentarse ante ella. El aviso de la apelación aparece a continuación.</i></p>
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Date: 07/29/2021

Sherri R. Carter, Executive Officer / Clerk of Court
Clerk, by K. Chan, Deputy

NOTICE OF APPEAL

EXHIBIT B – EMAIL EVIDENCE

Emails Between Plaintiff and Defendant in Chronological Order

[Client's Name Redacted]

From: suzanne@lawyer.com
Sent: Monday, February 5, 2018 10:20 AM
To: Ben@Recciuslaw.com
Subject: Looking for contingency fee tenant's lawyer

Hi Ben,

I got your email from the Facebook Group, LA Attorney Network Member List. I was just referred a case in which the landlord hasn't returned the deposit, paid relocation fees or properly apportioned utilities to a tenant, which I was told has an attorney's fees clause. I believe that the tenant-potential client is looking for contingency. Is this something you'd be interested in and do you pay referral fees? If not, do you have someone else you recommend? Thanks!!

Sincerely,

Suzanne Raina Natbony, Esq.

From: Benjamin Reccius [<mailto:ben@recciuslaw.com>]
Sent: Monday, February 05, 2018 12:36 PM
To: suzanne@lawyer.com
Subject: RE: Looking for contingency fee tenant's lawyer

Suzanne,

Thanks so much for reaching out! I actually just got done dealing with a security deposit issue so this is something that I'd certainly be interested in. I do pay referral fees and do contingency agreements. You can pass along my information and have them call me.

Benjamin S. Reccius, Esq.

From: suzanne@lawyer.com
Sent: Monday, February 5, 2018 1:53 PM
To: '[Benjamin Reccius](mailto:Benjamin.Reccius)'
Subject: RE: Looking for contingency fee tenant's lawyer

Hi Benjamin,

Thanks for getting back to me! Do you mind if we please have a quick chat?

Sincerely,

Suzanne Raina Natbony, Esq.

On Feb 6, 2018, at 10:49 AM, Benjamin Reccius <ben@recciuslaw.com> wrote:
Good morning Suzanne,

Just wanted to let you know that I spoke to my partner and we'd be willing to do a 25% percent referral fee for the security deposit/relocation fee case. Again, thank you for reaching out and

just let me know if that's agreeable. I'm available this afternoon if you would like to chat about anything!

Sincerely,

Benjamin S. Reccius, Esq.

From: suzanne@lawyer.com <suzanne@lawyer.com>
Sent: Tuesday, February 06, 2018 11:26 AM
To: Benjamin Reccius <ben@recciuslaw.com>
Subject: Re: Looking for contingency fee tenant's lawyer

Great, thanks, I'll forward info and make an intro ASAP.
Best,

Suzanne Natbony

From: suzanne@lawyer.com <suzanne@lawyer.com>
Sent: Tuesday, March 13, 2018 7:22 PM
To: Gregg Fowler
Subject: [CLIENT] case was referred to Benjamin Reccius

FYI, I think [CLIENT] retained Ben. He seems great, I just referred him another LL-T case. He is paying me a 25% referral fee. Thank you! Hugs and hope you are feeling better!

From: Benjamin Reccius <ben@recciuslaw.com>
Sent: Tuesday, March 13, 2018 3:51 PM
To: suzanne@lawyer.com
Subject: RE: Unlawful Detainer defense work?

Suzanne,

Good afternoon! I most certainly do! Just let me know the details....

And again—thank you so much for putting me in touch with [CLIENT]. We're going to get him all taken care of!

Benjamin S. Reccius, Esq.
RECCIUS LAW
General Partner/Founder

On Jan 18, 2021, at 1:38 PM, Suzanne Natbony <suzanne@lawyer.com> wrote:

Hi Ben,

I've been texting you and your mailbox is full. Is everything OK? What's the outcome of the [CLIENT] matter?

Sincerely,
Suzanne Raina Natbony, Esq.

On Jan 19, 2021, at 5:12 PM, Benjamin Reccius <ben@recciuslaw.com> wrote:
Suzanne,

Mr. [CLIENT] informed me that you've been attempting to contact him. He has asked me to ask you to please stop. Any future communication can go through me. Thank you.
Sent from my iPhone

On Tue, Jan 19, 2021 at 5:17 PM suzanne@lawyer.com <suzanne@lawyer.com> wrote:
I've been contacting him and you because he is a friend of a friend and this and this is the first case that I referred to you, so I want to make sure it went OK, and we agreed that you would pay me a referral fee. What was the outcome of the case?
Best,

Suzanne Natbony
[Cell phone number]

Sent from my iPhone

From: Benjamin Reccius <ben@recciuslaw.com>
Sent: Tuesday, January 19, 2021 6:30 PM
To: suzanne@lawyer.com
Subject: Re: Reply to LinkedIn Invitation

Everything went fine, thank you.

I don't recall us ever formalizing any agreement in writing or obtaining [CLIENT's] consent after full disclosure of terms of the division which is required by Rule 1.5.1 (Fee Divisions Among Lawyers). Here is the full rule:

- (a) Lawyers who are not in the same law firm shall not divide a fee for legal services unless:
- (1) the lawyers enter into a written agreement to divide the fee;
 - (2) the client has consented in writing, either at the time the lawyers enter into the agreement to divide the fee or as soon thereafter as reasonably* practicable, after a full written* disclosure to the client of:

- (i) the fact that a division of fees will be made;
 - (ii) the identity of the lawyers or law firms* that are parties to the division; and
 - (iii) the terms of the division; and
- (3) the total fee charged by all lawyers is not increased solely by reason of the agreement to divide fees.
- (b) This rule does not apply to a division of fees pursuant to court order.
-

From: Suzanne Natbony <suzanne@lawyer.com>
Date: January 19, 2021 at 7:08:34 PM PST
To: ben@recciuslaw.com
Subject: FW: [CLIENT] case was referred to Benjamin Reccius

Hi Ben,

Let me refresh your memory. See below. You told me that you would pay a 25% referral fee. If you didn't put it in the contract with [CLIENT], then that's on you. It doesn't mean that you and I didn't have an agreement that you are obligated to comply with or face consequences. That's the only reason that I referred the case to you. I emailed you that was a requirement and you agreed and told me 25% and as such I emailed that to Gregg and wrote it in my notes:

From: Benjamin Reccius [<mailto:ben@recciuslaw.com>]
Sent: Monday, February 05, 2018 12:36 PM
To: suzanne@lawyer.com
Subject: RE: Looking for contingency fee tenant's lawyer

Suzanne,

Thanks so much for reaching out! I actually just got done dealing with a security deposit issue so this is something that I'd certainly be interested in. **I do pay referral fees and do contingency agreements.** You can pass along my information and have them call me.

Benjamin S. Reccius, Esq.
RECCIUS LAW
General Partner/Founder
www.recciuslaw.com

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From: suzanne@lawyer.com
Sent: Monday, February 5, 2018 10:20 AM
To: Ben@Recciuslaw.com
Subject: Looking for contingency fee tenant's lawyer

Hi Ben,

I got your email from the Facebook Group, LA Attorney Network Member List. I was just referred a case in which the landlord hasn't returned the deposit, paid relocation fees or properly apportioned utilities to a tenant, which I was told has an attorney's fees clause. I believe that the tenant-potential client is looking for contingency. **Is this something you'd be interested in and do you pay referral fees? If not, do you have someone else you recommend?** Thanks!!

Sincerely,

So what was the outcome of the case and when will I be receiving my referral fee or whatever you want to call it?

Sincerely,
Suzanne Raina Natbony, Esq.

On Jan 20, 2021, at 6:19 PM, Benjamin Reccius <ben@recciuslaw.com> wrote:

Wow—

I was expecting more of her.

This is seriously all she's got?

Begin forwarded message:

From: Benjamin Reccius <ben@recciuslaw.com>
Sent: Wednesday, January 20, 2021 7:55 PM
To: Suzanne Natbony <suzanne@lawyer.com>
Subject: Re: [CLIENT] case was referred to Benjamin Reccius

Let me review our correspondence and I will follow up with you.
Sent from my iPhone

From: Suzanne Natbony <suzanne@lawyer.com>
Sent: Thursday, January 21, 2021 3:56 PM
To: 'Benjamin Reccius' <ben@recciuslaw.com>
Subject: RE: [CLIENT] case was referred to Benjamin Reccius

Thanks, I would hope that since we both exercise our professional responsibilities in a close-knit community, you will do the right the thing and pay what you agreed to pay, whether it's a gift or marketing, consulting or referral fee, etc.

Not only do I spend a lot of time on intake and vetting these claims, and handholding and following up with clients along the way, I am also an entrepreneur - the only way that I can afford to launch startups (right now I am focused on a class II medical device that could save lives), is through my legal work referring cases. Aliant LLP and Merino Yebri LLP are honorable and pay referral fees, along with many other attorneys that I refer to. I thought that you would be my new Go-To landlord tenant attorney based on your representation that you would pay me a 25% referral fee.

And I'm not sure who you meant to email your previous email to, but you should know that I probably have a lot more than what you think, and I am not afraid to use all evidence and resources until a fair resolution is reached. I will not walk away from this. Don't think you can brush this under the rug.

Again, if you don't pay what you promised by the end of this week or propose a reasonable payment plan, I will take any and all legal action. I hope that will not become necessary. Please govern yourself accordingly.

Nothing in this email shall be construed as a waiver or relinquishment of any of my rights or remedies, whether legal or equitable, all of which are expressly reserved. This letter is a confidential legal communication and is not for publication. Any publication, dissemination or broadcast of any portion of this email will constitute a breach of such confidence and a violation of the Copyright Act, and you are not authorized to publish this letter in whole or part absent our express written authorization.

Sincerely,
Suzanne Raina Natbony, Esq.

From: Suzanne Natbony <suzanne@lawyer.com>
Date: February 4, 2021 at 11:06:05 AM PST
To: Benjamin Reccius <ben@recciuslaw.com>

Cc: lawyer@solveandwin.com

Subject: RE: [CLIENT] case was referred to Benjamin Reccius

Hi Ben,

This is the last time that I am emailing you. The attached complaint will be filed against you, your previous firm, and your current law firm on Monday, 2/8, if we cannot reach a resolution. Again, you don't get to shirk your responsibility and defraud me out of a referral fee over a bogus excuse. You also don't get to renege on our deal by attempting to block me from reaching the client, whom I spoke and emailed with numerous times throughout this case. I will subpoena witnesses and documents. I relied on your promise and only referred to you based on your representation. It's clear by my email that my intention was to refer to someone who pays referral fees and you told me you pay 25%.

I have ample experience in litigating my own matters when others have tried to take advantage of my kindness, generosity and hard-work, and since I never even met you in person (despite offering to meetup), you have no sympathy from me. In fact your avoidant and passive aggressive behavior is only making it worse for you. I am filing a lawsuit against your current law firm since you worked there when you received the payment of the fee.

As a dedicated, dependable and principled attorney who fights for justice for my clients, I don't let shyster lawyers get away with dishonesty, not honoring agreements or fraud.

Do the right thing and pay what you agreed to pay. You proceed at your own peril if you continue to try to weasel out of deal and stick your head in the sand.

Sincerely,

Suzanne Raina Natbony, Esq.

From: Benjamin Reccius <ben@recciuslaw.com>
Sent: Thursday, February 04, 2021 12:44 PM
To: Suzanne Natbony <suzanne@lawyer.com>
Subject: Re: [CLIENT] case was referred to Benjamin Reccius

Suzanne,

I have researched the issue of referral fees, including reading controlling case law and contacting the state bar hotline. The pivotal issue (which was confirmed by the bar) is that regardless of any communication between us, the client's informed, written consent to the referral fee was never obtained.

I spoke with Mr. [CLIENT]. He authorized me to inform you that he will not consent to a 25% referral fee based on the amount of time and effort I put into the case over the past three years. He is willing to sign a declaration attesting to this.

Thank you

From: suzanne@lawyer.com <suzanne@lawyer.com>
Sent: Thursday, February 04, 2021 1:30 PM
To: Benjamin Reccius <ben@recciuslaw.com>
Subject: Re: [CLIENT] case was referred to Benjamin Reccius

I researched this matter too. See you in court.
See: Barnes, Crosby, Fitzgerald & Zeman, LLP v. Ringler
Court of Appeal, Fourth District, Division 3, California. December 19, 2012 212 Cal.App.4th
172

Additional Communications Through TurboCourt – Ms. Natbony’s Offer to Settle:

SN Suzanne Natbony
Plaintiff ([Plaintiff's Worksheet](#))

Offers to Settle

Plaintiff's Offer:

\$ 10,000.00

Currency amount

Enter total amount you would like the defendant(s) to consider paying to settle this case:

\$ 10,000

Currency amount

Are you willing to accept installment payments?

- Yes
- No
- Not Sure

Comments:

I'm working on two philanthropic/pro bono endeavors - you can pay the money that I was promised into either of these two GoFundMe campaigns: gf.me/u/zh7gv6 and gf.me/u/x3bk2q

174/250

Defendant offers NO Offer or Counteroffer:

BR Ben Reccius
Defendant ([Defendant's Worksheet](#))

Offers to Settle


Defendant's Offer:

\$ 0,000.00


Currency amount

EXHIBIT C – EXAMPLE OF WORK THAT PLAINTIFF’S LAW FIRM PERFORMED FOR CLIENT

November 30, 2017


Los Angeles, CA 90026

Hi 

Per your notice/demand to move back into  Dahlia by beginning of next year. ~~We, we~~ have scrambled to secure a new living situation ~~and expedite our move out.~~ As you mentioned we have a family to consider. So please find this as your 30 days notice. ~~We will be exiting the property and our monthly lease by Dec. 31 2017.~~

As you know and stateconcede in your letter this ~~unit and house have building has~~ many repairs and upgrades needed. ~~And we have been despaired by the lack of fixes this year. And sorry there was need that are required but these belong to call the city you, solely. We have tried everything in our power to complete these issues like the lack of screens and on-going fumes etc. And after get you to remedy this unacceptable situation. It is unfortunate; you have failed to remedy the situation to date. However, the fumes/exhaust continue to be a problem and you have done nothing to correct the issue concerning the laundry room. At no time did we consent to paying for the electric in the common laundry room, nor did you even advise us of this issue.~~

~~You most recently sent a long letter stating that you were not retaliating or evicting us, we receive just a couple of weeks later at the beginning of November the but now you sent us a letter from you notifying us of your intention to occupy saying you intend on occupying the property / legally evict us. unit. However, you have not provided the declaration required by law, nor taken of the appropriate steps required by law. All of which has caused us great stress and we wish we could be leaving on better terms. But nevertheless, per your notice we have found a new place and wish for pleasant exit. We just request harm. You obviously have constructively evicted us by making the living situation unbearable.~~


Based upon the foregoing: We demand the money owed to us as we exit:

- a) Security Deposit, plus interest;
- b) The back payment for utilities from the lack of 3rd house meter;
- c) Relocation Assistance in the amount of \$10,400 per statute.

~~Please let us know how and when we can expect payment. The final month of rent for December 2017 will be paid today. And we will again provide the courtesy of having it directly deposited into your Chase account this final time.~~

Obviously, attorney fees will attach if these issues have to be addressed further and counsel is retained.

Thank you,


From: suzanne@lawyer.com <suzanne@lawyer.com>
Sent: Tuesday, February 06, 2018 11:26 AM
To: ben@recciuslaw.com
Subject: Fwd: dhalia

FYI
Best,

Suzanne Natbony

Sent from my iPhone

Begin forwarded message:

From: "Fowler, Gregg"
Date: February 6, 2018 at 6:26:11 AM PST
To: "suzanne@lawyer.com" <suzanne@lawyer.com>
Subject: dhalia

Here is what I would do on Dahlia: I would sign a contingency retainer for 40% of ALL money. I use all because you want 40% of the security deposit when you get it back. If you check my emails, I think I put a bump up to 45% within 90 days of trial, which is my standard operating procedure.

Issues: Security Deposit- interest due from day 1, rate set by rent stabilization board. Did [Client] did a demand for inspection and opportunity to remedy? If so, she had to let him repair at his own expense. This is a treble damage statute for failure to return timely (21 days?); Failure to pay interest and withholding are both rent stabilization violations. There is a minimum statutory fine of \$5,000.

Next, the failure to have a third meter for the laundry unit. She never disclosed this issue and the laundry room utilities were on their unit. The city is aware of this issue and so is she.

Both of the foregoing, are slam dunk claims.

Third, constructive evictions. Improper ventilation of stove in other unit, doors didn't lock, mold, etc. She sucked as a landlord but I am certain it wasn't as bad a [Client] says. This may or may not sell to a jury but it is not a slam dunk.

Now, I would end a demand letter before you refer this out for litigation. I would charge a 20k retainer on this case if the landlord came to me. The harder she fights this, the better in that you get paid by the hour per the Statute. List your hourly rate a \$500 per hour. Keep track of your time, because you may need to make a demand for later. If she gets a lawyer he will tell her to pay.

Anyway good luck. If you want me to look at a demand letter let me know.

Gregg A. Fowler

EXHIBIT D – AMOUNT OF TIME THAT SOLVE & WIN SPENT ON THIS CLIENT’S
CASE

Date	Services by Suzanne	Total Time in Hours	Hourly Amount	Total Fees
11.14.17	Gregg copies me on email to James offering contingency arrangement for 40% and we discuss matter later that day	0.5	\$495	\$247.50
12.2.17	Gregg revises 30 days notice for James and I review and discuss changes with Gregg	1	\$495	\$495.00
1.31.18	Gregg forwards me notice to vacate and 30 day notice to landlord and offers me case, along with several other emails about the case, reviewing matter	1	\$495	\$495.00
2.1.18	Reviewed case and emailed Gregg my thoughts and questions	1	\$495	\$495.00
2.2.18	Gregg emails me over 30 emails on the matter and I begin reviewing	2	\$495	\$990.00
2.3.18	Gregg makes email intro to James and I reply to James to setup a call	0.25	\$495	\$123.75
2.5.18	reply to James email to setup call	0.1	\$495	\$49.50
2.5.18	researching landlord tenant lawyers, posting ad on Facebook and looking through leads in emails	1	\$495	\$495.00
2.5.18	emailing Matt to refer matter to, setting up call and discussing case and forwarding file	1	\$495	\$495.00
2.5.18	emailing Gerry to refer matter to, setting up call and discussing case	0.5	\$495	\$247.50
2.5.18	emailing Michael to refer matter to, setting up call and discussing case	0.5	\$495	\$247.50
2.5.18	emailing Rich to refer matter to, setting up call and discussing case	0.5	\$495	\$247.50
2.5.18	emailing Arial to refer matter to, setting up call and discussing case	0.5	\$495	\$247.50
2.5.18	emailing Ben to refer matter to, setting up call and discussing case and forwarding file	1	\$495	\$495.00
2.5.18	emailing Kellan to refer matter to, setting up call and discussing case	0.5	\$495	\$247.50
2.5.18	emailing Eric to refer matter to, setting up call and discussing case and forwarding file	1	\$495	\$495.00
2.5.18	emailing Gerry to refer matter to, setting up call and discussing case	0.5	\$495	\$247.50
2.6.18	reviewing matter, email and call with James	1	\$495	\$495.00
2.6.18	emailing Gregg concerns over matter	0.25	\$495	\$123.75
2.12.18	following up with James about referrals to Ben and Eric	0.25	\$495	\$123.75
2.15.18	emailing with Ben about case	0.25	\$495	\$123.75
2.15.18	reviewing email from James and calls with Ben and James to discuss next steps	0.6	\$495	\$297.00
4.2.18	updates from James and Ben concerning the referral	0.25	\$495	\$123.75
8.15.18	following up with Ben about cases	0.1	\$495	\$49.50
11.28.18	following up with Ben about cases	0.2	\$495	\$99.00
5.24.18	following up with James about case	0.1	\$495	\$49.50
6.17.19	following up with James about case	0.1	\$495	\$49.50
6.17.19	reviewing email from James regarding update	0.1	\$495	\$49.50
3.7.20	following up with Ben about cases	0.1	\$495	\$49.50
	Total	16.15		\$7,994.25

Date	Services by Gregg	Total Time in Hours	Hourly Amount	Total Fees
9/29/2017	GF discusses matter with SN	0.5	\$495	\$247.50
10/16/2017	GF reviews JH's email and replies	0.2	\$495	\$99.00
11/13/2017	GF reviews several of JH's emails and replies	0.3	\$495	\$148.50
11/13/2017	GF discusses case with SN and emails her several times about representation	0.4	\$495	\$198.00
11/13/2017	discussion with SN about case	0.25	\$495	\$123.75
11/14/2017	GF reviews JH's emails and replies	0.5	\$495	\$247.50
11/19/2017	GF reviews JH's emails and replies	0.25	\$495	\$123.75
11/29/2017	GF reviews JH's email and advises JH to write letter	0.25	\$495	\$123.75
11/29/2017	GF reviews JH's emails and replies	0.1	\$495	\$49.50
11/30/2017	GF reviews JH's emails and replies	0.1	\$495	\$49.50
11/30/2017	GF reviews letter prepared by JH and rewrites	1	\$495	\$495.00
12/1/2017	GF reviews JH's emails and replies	0.25	\$495	\$123.75
12/18/2017	GF reviews JH's emails and replies	0.25	\$495	\$123.75
12/21/2017	GF reviews JH's email	0.1	\$495	\$49.50
1/31/2018	GF reviews JH's email and reaches out to SN to discuss matter	1	\$495	\$495.00
2/1/2018	GF reviews JH's email and replies and reaches out to SN to discuss matter	0.5	\$495	\$247.50
2/2/2018	GF reviews JH's email and replies by making intro to SN	0.2	\$495	\$99.00
	Total	5.45		\$2,697.75

EXHIBIT E – EMAILS WITH MR. [CLIENT]

From: *On Behalf Of [Client]*
Sent: Friday, March 02, 2018 8:37 AM
To: Suzanne Natbony <suzanne@lawyer.com>
Subject: Dahlia Representation

Met with Eric in person. And we're still discussing for sure. But not sure he has the bandwidth to take this case on. Think he sought cleaner case for violation of tenant law re: eviction.
Still strongly considering Ben too. As I like him even though he has less experience. Though my wife [Client] is wondering if there might be a female lawyer who we might be able to find to represent us? Due to the particular issues and considerations that happened during our pregnancy and the way [Landlord] interacts differently. Think that might be good consideration too.
Do you think you might be able to help us find ?
Thanks!

On Fri, Mar 2, 2018 at 9:10 AM, Suzanne Natbony <suzanne@lawyer.com> wrote:
Hi [Client],

I reached out to over 10 lawyers about this case. Unfortunately, I could not find a female. I would go with Ben, if Eric can't take it. If you need a female perspective to consider the issues, I would be happy to chime in and consult with Ben. I think that getting on a call with Ben and I to discuss with you and your wife might be helpful.

Sincerely,
Suzanne Raina Natbony, Esq.

EXHIBIT F – CEASE AND DESIST LETTER TO MR. RECCIUS



SOLVE & WIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
“We Solve Problems and Win Cases.”
solveandwin.com

2491 Purdue Avenue, Ste. 221
Los Angeles, CA 90064
suzanne@lawyer.com
D: (310) 478-6251

March 10, 2021

LEGAL NOTICE

Via Email and Mail:
ben@recciuslaw.com
Benjamin Reccius

Los Angeles, CA

Re: Cease and Desist

Dear Mr. Reccius,

It has come to my attention that you have misrepresented to Mr. Hadgis certain facts related to our legal agreement concerning the 25% referral fee that you offered me and I accepted for client referrals:

- 1) **We had an agreement in which you offered 25% for any client referrals.** Back in February 2018, when I initially reached out to you, I asked you what referral fee you paid, and *you offered me 25%*. I did not demand 25%. And even if I did, you are a licensed attorney, and you could have easily declined or countered. We agreed to 25%, and based on that, I sent you at least 11 potential clients.¹

1. James in February 2018
2. Ronald in March 2018
3. Michael in March 2018
4. Anna in April 2018
5. Heidi in May 2018
6. Ronald and Jill
7. Jennifer in August 2018
8. Roman in November 2018
9. Peter in May 2019
10. Jeff in September 2020
11. Anna in December 2020

Mr. Hadgis is under the false impression that I just all of the sudden demanded 25%...like I just came out of nowhere and strongarmed you into a 25% fee. No, I never demanded anything from you besides to honor our agreement that we had since 2018. Instead, you gave me the proverbial “buzz off,” and tried to sweep me under the rug and offered me zero for my hard work. You are the villain, not me.

¹ As an aside, at one point, you told me that the Hadgis matter was the only matter that you engaged. If that’s false, you should come clean before I discover the truth.



SOLVE & WIN
PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
“We Solve Problems and Win Cases.”
solveandwin.com

2491 Purdue Avenue, Ste. 221
Los Angeles, CA 90064
suzanne@lawyer.com
D: (310) 478-6251

- 2) **Our agreement is legitimate.** When I referred the Hadgis matter in February of 2018, you signed him up as a client prior to November 1, 2018, which is when the State Bar Rules were updated. As such, Rule 2-200 was in operation when the referral was made.² Mr. Hadgis seems to think that a rule regarding referrals changed recently, which he mistakenly thinks that means that for me to expect my agreed-to referral fee is “shady” (is the term he used). There is no change in law that makes our deal “shady.” The Rule change in 2018 to Rule 1.5.1 bears no difference to this situation, whether you signed him up before or after the rule changed since you purportedly didn’t include any of the following language in your legal services agreement with Mr. Hadgis.³
- a. Under Rule 2-200, *you* could have included this simple sentence in your legal services agreement: “Client acknowledges that referring attorneys may receive a referral fee, but that Client’s total legal fees will not increase because of the referral fee.”
 - b. Under Rule 1.5.1, you would merely add the name of the referring attorney and the amount of the referral fee.

As such, the only thing that has changed – that is indeed “shady” – is when an officer of the court who is charged with creating and enforcing contracts cannot even adhere to the contracts that he himself makes. An “offending attorney is equitably estopped from wielding rule 2–200 as a sword to obtain unjust enrichment.”⁴

Applicable law provides remedies for such tortious defamatory conduct. For example, California law provides recovery for defamation involving false statements of fact that “has a tendency to injure [an individual] in his occupation.”⁵ Additionally, a claim for false light exists where a statement puts an individual in a false position in the public’s view.⁶

Due to the defamation and our current small claims case #21STSC00537, you are required to take immediate action to preserve all documents and information, including electronic communications, which in any way relate to your defamation. Failure to maintain and preserve relevant documents and information will be deemed spoliation and may subject you to further damages and sanctions. I expect to receive a copy of a litigation hold memorandum confirming your efforts to preserve all evidence.

Please cease and desist making any further false or misleading statements that paint me as the villain and confirm once you correct the false information that you told Mr. Hadgis. Mr. Hadgis needs to hear the truth from you: (a) that you offered me and agreed to the 25% referral fee, (b) you made the mistake in that you are the one who forgot to put the referral acknowledgement in the legal service agreement; (c) there was no change in law that made anything that I did shady and (d) you are using your malfeasance as an excuse to refuse to pay what is owed to me.

² If you really called the State Bar hotline, you should know which rule is applicable.

³ I will obtain this document by subpoena in our small claims court action.

⁴ *Barnes, Crosby, Fitzgerald & Zeman, LLP v. Ringler*. Court of Appeal, Fourth District, Division 3, California. December 19, 2012 212 Cal.App.4th 172

⁵ *Medifast*, 2011 U.S. Dist. LEXIS 33412, at *9 (S.D. Cal. Mar. 29, 2011) (internal citations omitted).

⁶ *Werner v. Times-Mirror Co.*, 193 Cal. App. 2d 111, 119 (1961).



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2491 Purdue Avenue, Ste. 221
Los Angeles, CA 90064
suzanne@lawyer.com
D: (310) 478-6251

Failure to comply with all of the above cease and desist demands by March 17, 2021 will result in my pursuit of additional legal remedies. Please govern yourself accordingly.

Thank you for your prompt attention and consideration of this matter. This does not constitute a complete or exhaustive statement of my rights or claims. Nothing in this letter shall be construed as a waiver or relinquishment of any right or remedy, all of which are expressly reserved. This letter is a confidential legal communication and is not for publication. Any publication, dissemination or broadcast of any portion of this letter will constitute a breach of such confidence and a violation of the Copyright Act, and you are not authorized to publish this letter in whole or part absent my express written authorization.

Sincerely,

SUZANNE R. NATBONY
ATTORNEY-AT-LAW

EXHIBIT G – EMAIL WITH RECCIUS RETAINER TO UNRELATED CLIENT IN THIS
CASE

----- Forwarded message -----

From: Benjamin Reccius <ben@recciuslaw.com>

Date: **Wed, Mar 21, 2018 at 9:17 AM**

Subject: RecciusLawRetainer__FlatFee__[redacted].pdf

To: [redacted]

Hey good morning buddy. As promised here is a copy of our retainer for the services we discussed yesterday. Let me know if you want to chat or have any questions

Benjamin S. Reccius, Esq.
RECCIUS LAW
General Partner/Founder

RECCIUS LAW

5042 Wilshire Boulevard, Suite 1252
Los Angeles, CA 90036
www.RecciusLaw.com
(213) 437-3479

Benjamin S. Reccius, Esq.
FOUNDING/MANAGING PARTNER
STATE BAR NO. 309076

Ryan S. Cowan, Esq.
SENIOR PARTNER
STATE BAR NO. 307549

FLAT FEE AGREEMENT

Reccius Law (“Attorney”) and [Redacted] (“Client”) hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS

This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until: (a) Client returns a signed copy of this Agreement; (b) Client pays the initial deposit called for under Paragraph 4; and (c) Attorney acknowledges acceptance of representation by counter-signing this Agreement and returning a fully executed copy to Client. Upon satisfaction of these conditions, this Agreement will be deemed to take effect as of the date of execution of this Agreement.

2. SCOPE OF SERVICES AND ATTORNEY’S DUTIES

Client hires Attorney to provide legal services in the following matter:

[Redacted]

Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries. This Agreement does not cover litigation services of any kind, whether in court, arbitration, administrative hearings, or government agency hearings. A separate written agreement for these services or services in any other matter not described above will be required.

3. CLIENT’S DUTIES

Client agrees to be truthful with Attorney and not to withhold information, to cooperate, to keep Attorney informed of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time, and to keep Attorney

advised of Client's address, telephone number and whereabouts. Client will assist Attorney by timely providing necessary information and documents.

4. FEES

Client agrees to pay Attorney a flat fee in the amount of \$3500 upon execution of this Agreement for up to 14 hours of Attorney's time. The fee is deemed earned upon receipt and is nonrefundable. Any additional hours required by Client shall be subject to a separate and further agreement at a rate no less than \$3500 per 14 hours of Attorney's time.

5. COSTS AND OTHER CHARGES

(a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses. The costs and expenses commonly include notary fees, messenger and other delivery fees, postage, outside photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, translator/interpreter fees, consultants' fees and/or special master fees and other similar items. The foregoing external costs and expenses will be charged at Attorney's cost. Internal charges are billed at the following rates: (1) mileage – IRS Standard Mileage Rate; (2) in-house printing and photocopying – 5 cents (\$0.05) per page; and (3) postage at costs.

(b) Out-of-town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney and Attorney's personnel.

(c) Experts, Consultants and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants or investigators. Client agrees to pay such fees and charges. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges.

(d) Attorney will obtain Client's consent before incurring any costs in excess of \$100.

6. BILLS

Attorney will send Client periodic bills for fees and costs incurred. Each bill will be payable within 30 days of its mailing date. Client may request a bill at intervals of no less than 30 days. If Client so requests, Attorney will provide one within 10 days. Bills for the fee portion of the bill will include the amount, rate, basis for calculation, or other method of determination of the Attorney's fees. Bills for the cost and expense portion of the bill will clearly identify the costs and expenses incurred and the amount of the costs and expenses. Client agrees to promptly review all bills rendered by Attorney and to promptly communicate any objections, questions, or concerns about their contents.

7. CLIENT APPROVAL NECESSARY FOR SETTLEMENT

Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

8. DISCHARGE AND WITHDRAWAL

Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding the discharge, Client will remain obligated to pay Attorney for all services provided and to reimburse Attorney for all costs advanced.

9. CONCLUSION OF SERVICES

When Attorney's services conclude, whether by completing the services covered by this Agreement, or by discharge or withdrawal, all unpaid charges for fees or costs will be due and payable immediately.

Client may have access to Client's case file at Attorney's office at any reasonable time. At the end of the engagement, Client may request the return of Client's case file. If Client has not requested the return of Client's file, and to the extent Attorney has not otherwise delivered it or disposed of it consistent with Client's directions, Attorney will retain the case file for a period of 5 years after which Attorney is authorized by this Agreement to have the case file destroyed. If Client would like Attorney to maintain Client's case file for more than 5 years after the conclusion of Attorney's services for Client on a given matter, a separate written agreement must be made between Attorney and Client, which agreement may provide for Client to bear the cost of maintaining the file. In the event Client requests that Attorney transfer possession of Client's case file to Client or a third party, Attorney is authorized to retain copies of the case file. The case file includes Client papers and property as defined in Rule 3-700(D)(1) of the California Rules of Professional Conduct.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES

Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and will not be construed as promises or guarantees. Any deposits made by client or estimate of fees given by Attorney are not a representation of a flat fee and will not be a limitation on fees or a guarantee that fees and costs will not exceed the amount of the deposit or estimate. Actual fees may vary significantly from estimates given.

11. PROFESSIONAL LIABILITY INSURANCE DISCLOSURE

Pursuant to California Rule of Professional Conduct 3-410, I am informing you in writing that I have professional liability insurance.

12. NO TAX ADVICE

Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 2. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

13. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY

If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MODIFICATION BY SUBSEQUENT AGREEMENT

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

16. EFFECTIVE DATE

This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

17. DISPUTE RESOLUTION

(a) In the event of a dispute or disagreement solely between or among Attorney and Client arising out of, relating to, or in connection with this Agreement which does not pertain to Attorney's fees, the parties agree to use their best efforts to resolve said issue(s) by good-faith negotiation and mutual Agreement. However, if the dispute cannot be resolved, the parties shall then attempt to settle such a dispute through a non-binding mediation proceeding. If a resolution cannot be reached through mediation, then any unresolved dispute shall finally be settled in accordance with an arbitration proceeding. In no event shall the results of the

mediation, nor any statement(s) made during the mediation, be admissible in any arbitration or judicial proceeding.

(b) In the event of a dispute regarding fees, under California Law (Business and Professions Code § 6200-6206), you have the right to request that the dispute be determined first by nonbinding or binding arbitration administered by a State Bar of California approved Fee Arbitration Program, including a local Bar Association or other local program. Unless the parties agree to binding arbitration after a dispute arises, any arbitration award is not binding and, to the extent permitted by law, Attorney and Client have the right to pursue any other available remedy within 30 days after the mailing of a non-binding arbitration award

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT WILL RECEIVE A FULLY EXECUTED COPY OF THIS AGREEMENT

DATED:

[Redacted], Client
By:

DATED:

RECCIUS LAW
By: Benjamin S. Reccius, Esq.

EXHIBIT I – RECCIUS’ SUBPOENA

SC-107

Plaintiff/Petitioner: Suzanne Natbony Defendant/Respondent: Ben Reccius et al.	CASE NUMBER: 21STSC00537
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PROOF OF SERVICE OF SMALL CLAIMS SUBPOENA FOR PERSONAL APPEARANCE AND PRODUCTION OF DOCUMENTS AND THINGS AT TRIAL OR HEARING AND DECLARATION

1. I served this Small Claims Subpoena for Personal Appearance and Production of Documents and Things at Trial or Hearing and Declaration by personally delivering a copy to the person served as follows:

a. Person served (name): Ben Reccius

b. Address where served: CA

c. Date of delivery: 9-24-21

d. Time of delivery: 5:13 PM

e. Witness fees (check one):

(1) were offered or demanded and paid. Amount: \$ _____

(2) were not demanded or paid.

f. Fee for service: \$ 75. -

2. I received this subpoena for service on (date): 9-21-21

3. Person serving:

- a. Not a registered California process server.
- b. California sheriff, marshal, or constable.
- c. Registered California process server.
- d. Employee or independent contractor of a registered California process server.
- e. Exempt from registration under Business & Professions Code section 22350(b).
- f. Registered professional photocopier.
- g. Exempt from registration under Business & Professions Code section 22451.
- h. Name, address, and telephone number and, if applicable, county of registration and number:

Colton, CA
County of San Bernardino

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

Date: 9-27-21

(SIGNATURE)

(For California sheriff, marshal, or constable use only) I certify that the foregoing is true and correct.

Date: _____

(SIGNATURE)

SC-107 [Rev. January 1, 2000]

PROOF OF SERVICE OF SMALL CLAIMS SUBPOENA FOR PERSONAL APPEARANCE AND PRODUCTION OF DOCUMENTS AT TRIAL OF HEARING AND DECLARATION

Page three of three

For your protection and privacy, please press the Clear This Form button after you have printed the form.

Print this form

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EXHIBIT J – ATTORNEY FEES INVOICE

Law Offices of Michael P. Manapol, Inc.
8383 Wilshire Blvd., Suite 935
Beverly Hills, CA 90211

INVOICE

20210728

Bill To:
Suzanne Natbony, Esq. c/o
Solve & Win, P.C.

Date: Sep 29, 2021

Due Date: Upon Receipt

Balance Due: \$1,050.00

Item	Quantity	Rate	Amount
9/9/2021: Natbony v. Reccius-Legal Research, Revising Plaintiff's Argument for Appeal	3	\$150.00	\$450.00
9/27/2021-9/28/2021: Natbony v. Reccius-Reviewed 9.25.21 Draft of Brief; Legal research	1.5	\$150.00	\$225.00
9/28/2021-9/29/2021: Natbony v. Reccius-Revised and Re-Formatted 9.25.21 Draft; Reviewed and responded to Client's emails regarding brief.	2.5	\$150.00	\$375.00

Subtotal: \$1,050.00

Tax (0%): \$0.00

Total: \$1,050.00