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County of Kern
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CLINICA SIERRA VISTA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

CLINICA SIERRA VISTA, a California Non-Profit Corporation,

Plaintiff,

v.

FELDESMAN, LLP d/b/a FELDESMAN LEIFER, LLP formerly known as FELDESMAN, TUCKER, LEIFER, FIDELL, LLP, EDWARD T. WATERS, STEPHEN KUPERBERG, NATALIE S. LESNICK, MARIO A. VALENZUELA, and DOES 1 through 100, inclusive,

Defendants.

Case No.: 26CUB03674

COMPLAINT FOR BREACH OF FIDUCIARY DUTY, AIDING AND ABETTING BREACH OF FIDUCIARY DUTY, BREACH OF DUTY OF LOYALTY, FRAUDULENT CONCEALMENT, INTENTONAL AND NEGLIGENT MISREPRESENTATION, UNAUTHORIZED PRACTICE OF LAW (VIOLATIONS OF BUS. AND PROF. CODE §6126.5), CORPORATE WASTE AND SURCHARGE, RESTITUTION AND DISGORGEMENT, UNJUST ENRICHMENT, UNFAIR COMPETITION, BREACH OF CONTRACT, AND DECLARATORY RELIEF

Plaintiff Clinica Sierra Vista ("**Plaintiff**"), a California non-profit corporation, alleges as follows:

INTRODUCTORY ALLEGATIONS

1. Plaintiff Clinica Sierra Vista ("**Plaintiff**" or "**Clinica Sierra Vista**") is a non-profit corporation organized and existing under the laws of the State of California, with its principal place of business located in the City of Bakersfield, County of Kern, State of California. It operates and is designated as a federally qualified health center ("**FQHC**") and provides comprehensive primary health care services to the

medically underserved and indigent (often migrant farm-worker) populations in underserved rural and urban communities. The services are funded through state and federal grants, public benefit programs such as Medi-Cal and Medicare, and private insurance, and has more than 40 locations throughout the San Joaquin Valley as well as in Inyo County. These include more than 26 community health centers as well as dental and behavioral health centers, serving more than 200,000 community members, and is a community health center national quality leader.

2. Defendant Mario A. Valenzuela is an individual residing in the City of Bakersfield, County of Kern, State of California. At all relevant times, Valenzuela was serving as a member of the Board of Directors of Clinica Sierra Vista and served in the officer position of Treasurer.

3. Defendant Feldesman LLP ("**Feldesman**"), formerly known as Feldesman Leifer LLP and formerly known as Feldesman, Tucker, Leifer, Fidell, LLP, is, on information and belief, a District of Columbia limited liability partnership engaged in the practice of law with its principal place of business at 1129 20th Street NW, Suite 400, Washington, D.C. 20036. As detailed herein, while Feldesman has an office located in Sacramento, California—which confers personal jurisdiction on the firm for this action—the Feldesman attorneys who provided the legal services detailed in this complaint were not licensed to practice law in the State of California, and billing records and documentation generated based on the work provided do not establish that Feldesman ever consulted with any of its attorneys located in the Sacramento, California office or any other attorneys in their firm authorized to practice law in California to provide the requested legal investigatory services with one notable exception detailed below,[1] other than after they learned that Plaintiff had discovered

[1] As discussed below, Valenzuela leaked a copy of a report provided by the lawyer providing a second opinion who had discovered the lack of licensure by the attorneys identified herein. At that point, Feldesman had one of its California-licensed attorneys analyze that issue, consult with ethics counsel, then abruptly withdrew from further representation of Plaintiff. Sadly, but on brand, Feldesman actually billed Plaintiff for its work in discovering its error and consulting with ethics counsel.

their lack of licensure. These includes, without limitation, defendants Edward T. Waters and Stephen Kuperberg, and Natalie S. Lesnick, as well as attorneys Brendan M. Tyler, and Adam H. Oppenheim, who all appear on the invoices Feldesman sent to Clinica Sierra Vista.

4. Defendant Edward T. Waters is an attorney licensed to practice law in the State of Virginia and Washington, D.C. and is the managing partner of Feldesman. Waters holds himself out as an expert in healthcare law, governance, crisis management, internal investigations and litigation, with specific reference to FQHCs. As noted, Waters is not licensed to practice law in the State of California, yet he provided legal representation, advice, and work to Clinica Sierra Vista and its Board of Directors regarding matters of state and federal law, governance, board authority, investigative procedures, alleged misconduct by management, the necessity of continuing the investigation, etc. This work included providing legal counsel with regard to compliance with California law regarding the governance of non-profit corporations organized and operating in California, conducting an investigation compliant with California and federal law, and other types of legal work impacted by California law.

5. Waters oversaw the internal investigation detailed below and traveled to Bakersfield, California several times to meet with and interview individuals in connection with the investigation. In doing so, Feldesman's invoices show that Waters billed 157 hours to Clinica Sierra Vista between October 2025 through May 2026 at a rate of $720.00 per hour for a total exceeding $113,000.00 without California licensure. Clinica Sierra is also informed and believes that Waters regularly performs other legal work in the State of California for both health care clients and Head Start clients.

6. Defendant Stephen Kuperberg is an attorney licensed to practice law in the State of Maryland and the District of Columbia and is a partner in Feldesman and holds himself out as having expertise in healthcare law, litigation and government

investigations. Kuperberg is not licensed to practice law in the State of California, yet he provided legal representation, advice, and work to Clinica Sierra Vista and its Board of Directors regarding matters of state and federal law, governance, board authority, investigative procedures, alleged misconduct by management, the necessity of continuing the investigation, etc. This work included providing legal counsel with regard to compliance with California law regarding the governance of non-profit corporations organized and operating in California, conducting an investigation compliant with California and federal law, and other types of legal work impacted by California law.

7. Kuperberg was perhaps the attorney most actively involved in the oversaw the internal investigation detailed below and traveled to Bakersfield, California several times to meet with and interview individuals in connection with the investigation. In doing so, Feldesman's invoices show that Kuperberg billed over 344 hours to Clinica Sierra Vista between October 2025 through May 2026 at a rate of $675.00 per hour for a total exceeding $232,000.00 without California licensure. Clinica Sierra is also informed and believes that Kuperberg regularly performs other legal work in the State of California for health care clients.

8. Natalie S. Lesnick is an attorney licensed to practice law in the State of Ohio and the District of Columbia, is "Health Care Compliance Counsel" at Feldesman, and holds herself out as having expertise in healthcare law with specific reference to FQHCs and working "closely with clients to develop, implement, and monitor compliance programs aligned with federal, state, and industry standards and supports healthcare providers with compliance program effectiveness evaluations, compliance risk assessments, policy development, internal investigations," etc. Lesnick is not licensed to practice law in the State of California yet provided research, advice and counsel for the internal investigation that included discussions and analysis regarding witness interviews, preparation of board minutes and other matters that would have required analysis of both California and federal law, governance, board authority,

investigative procedures, alleged misconduct by management, the necessity of continuing the investigation, etc. This work would have required research and analysis of California law regarding the governance of non-profit corporations organized and operating in California, conducting an investigation compliant with California and federal law, and other types of legal work for Clinica Sierra on which California law impacted. Feldesman's invoices show that Lesnick billed over 105 hours to Clinica Sierra Vista between October 2025 through May 2026 at a rate of $435.00 per hour for a total exceeding $45,675.00 without California licensure. Clinica Sierra Vista is also informed and believes that Lesnick regularly performs other legal work in the State of California for health care clients.

9. Plaintiff is unaware of the true names and capacities of defendants sued herein as DOES 1 through 100, inclusive, and therefore sues these defendants by such fictitious names. Plaintiff will seek leave of court to amend this complaint to allege the true names and capacities of these defendants when the same has been ascertained. Plaintiff is informed and believes and thereon alleges that each of the fictitiously-named defendants is responsible in some manner for the occurrences alleged herein, and Plaintiff's injuries are proximately caused by their misconduct.

10. Defendants, and each of them, agreed and acted in concert to accomplish unlawful objectives or lawful objectives through unlawful means.

11. Defendants, and each of them, participated in a common plan to continue and expand the investigation despite conflicts of interest, licensing deficiencies, and other material concerns.

FACTS GIVING RISE TO THIS LEGAL ACTION AND APPLICABLE TO ALL CAUSES OF ACTION

IMPLAUSIBLE NATURE OF BEYOND CARE MEDICAL "SCHEME"

12. In September 2025, Defendant Valenzuela was approached by Clinica Sierra Vista employee Richard Pruitt ("**Richard**") claiming that he had allegedly uncovered potential concerns allegedly involving certain Clinica Sierra Vista

management team members, including the Chief Executive Officer ("**CEO**"). Richard had worked at Clinica Sierra Vista a relatively short amount of time, having previously worked at a government-operated health system, and it is clear from his spurious allegations (and, candidly, work at Clinica Sierra Vista) that he had little actual or practical knowledge of rules and regulations applicable to California non-profit organizations and FQHCs.

13. Richard Pruitt suggested he (and his wife, Magdalena Pruitt ("**Maggie**") and another Clinica Sierra Vista employee, Genesis Barajas) had documents and information that uncovered a scheme in which these management team members had created and allegedly intended to own and operate a separate clinic called "Beyond Care Medical" that would purportedly contract with Clinica Sierra Vista at reimbursement rates higher than those typically associated with Clinica Sierra Vista's existing clinic operations. According to the allegations, the individuals involved would then personally benefit from the difference in reimbursement while continuing to hold leadership positions within Clinica Sierra Vista.

14. This alleged scheme was created out of whole cloth by Richard, Maggie, and/or Barajas, and as detailed below, was not supported by any of the documents or information possessed by them—a number of which had been gathered during the workday by Barajas (and perhaps others, including Richard and Magagie) as she was scouring the system of Clinica Sierra Vista during work hours looking for documents and information to support their theory—could not have ever factually or legally existed, was never contemplated, and was not even suggested by the documents that were provided.

15. Moreover, the alleged arrangement would have faced insurmountable legal, regulatory, and operational obstacles. FQHCs are subject to extensive regulatory oversight, including conflict-of-interest requirements and restrictions governing transactions involving insiders and related parties. Clinica Sierra Vista likewise maintains policies addressing conflicts of interest and related-party

transactions. Any effort to establish and operate a clinic in a manner inconsistent with those requirements would have been subject to scrutiny by multiple regulatory and oversight bodies involved in the licensure, certification, funding, and operation of health care facilities and FQHCs, and there is absolutely no chance that Clinica Sierra Vista management employees who collectively have decades of experience working in organizations like Clinica Sierra Vista and occupy high-level positions requiring the utmost of honesty, fidelity and integrity, would have attempted a scheme such as this.

CONFLICTS OF INTEREST AND UNAUTHORIZED PRACTICE OF LAW BY VALENZUELA

16. Board Member and Treasurer Valenzuela—an attorney who, candidly, makes sure all who meet or work with him know that—inserted himself by starting an investigation by meeting and interviewing Richard, accepting documents from him, then meeting privately with Clinica Sierra Vista's Board of Director's Executive Committee (instead of the full Board of Directors) and told them that, while "noting that while I had no proof at the time, the allegations appeared credible."

17. Valenzuela then consulted an outside attorney—Vincent Gorski—to allegedly confirm the necessity for the investigation. It turns out this outside attorney, Vincent Gorski, is an attorney with whom Valenzuela had or has a relationship since Valenzuela's photo and biography shows up—even as of the date of the filing of this complaint—on the website of The Gorski's firm website listing Valenzuela as "Of Counsel." Of course, Valenzuela did not disclose this relationship or affiliation to the Clinica Sierra Vista Board Executive Committee or full board, just has he did not disclose the fact that Valenzuela is not authorized to practice law in California, or that Gorski practices family law and bankruptcy law (as indicated on his website) and does not appear to have any knowledge or experience regarding health care or employment law, investigations, etc.

18. Also unknown to the remaining Board Members and management, Valenzuela had actually been lobbying to become the Clinica Sierra Vista CEO himself,

and thus had a conflict of interest in overseeing an investigation where the Clinica Sierra Vista CEO was a potential target. Valenzuela has since admitted his interest in the CEO position and former Board members have confirmed under penalty of perjury that Valenzuela was lobbying former Board Members for the CEO position. In spite of all of this, Valenzuela was the one who initiated the investigation by working with Richard, Maggie and Barajas to bring forth the allegations, sought and received documents from the employees related to the investigation, assisted in engaging Feldesman as legal counsel for the investigation, and becoming further involved by becoming the primary liaison between Feldesman and Clinica Sierra Vista for Feldesman to conduct the investigation.

CONFLICT OF INTEREST AND UNAUTHORIZED PRACTICE OF LAW BY FELDESMAN

19. Feldesman was retained to conduct the investigation in October 2025 and a written engagement agreement was signed. Feldesman commenced the investigation and Feldesman partners Waters and Kuperman travelled to Bakersfield, California and conducted interviews with Richard, Maggie and Barajas as well as several others. The Clinica Sierra Vista management team was not advised of the nature or scope of the investigation, but did learn by late November 2025 that Feldesman was investigating allegations of misconduct involving several members of Clinica Sierra Vista's management team, including the CEO and Chief Medical Officer ("**CMO**"). They were concerned as Feldesman was simultaneously representing those same individuals in a federal action pending before the United States District Court for the Eastern District of California. On behalf of Clinica Sierra Vista, the CEO engaged Plaintiff's counsel to communicate with Feldesman regarding potential conflicts arising from that concurrent representation.

20. Specifically, Plaintiff's counsel was asked to inquire whether any conflict disclosures had been made to the CEO and CMO, whether informed written consent had been obtained from the affected parties, and whether the investigation itself

had been properly authorized. At the time, there appeared to be no record of Board authorization for the investigation being conducted by Feldesman, nor any indication that Clinica Sierra Vista's established investigative procedures and protocols had been followed.

21. Shortly after receiving correspondence from Plaintiff's counsel, Feldesman responded with a brief letter asserting that the Board had not authorized this representation of Clinica Sierra Vista (although Board approval was not generally required for the CEO to retain legal counsel) and terminated the engagement. Notably, however, Feldesman did immediately withdraw from its representation of the CEO and CMO in the federal litigation (instead of withdrawing from the investigation, which would have been more appropriate), leaving the CEO and CMO to be represented solely by a local Bakersfield law firm.

22. Plaintiff's counsel acknowledged Feldesman's actions, but expressed continuing concerns regarding Feldesman's participation in the investigation, as withdrawing from representing the CEO and CMO in the federal litigation at that stage was not likely to cure the conflict of interest from the prior concurrent representation, particularly given the presumption that confidential information obtained in one representation would bear on the other. It was further noted even if adequate disclosure and informed consent had been obtained, which Feldesman neither sought from nor received from the CEO and CMO, concurrent representation may still be impermissible if: (1) the attorney could not provide competent and diligent representation to each client; (2) the representation was prohibited by law because it constitutes an actual conflict of interest; or (3) the attorney is advancing adverse interests of clients in the same matter. In support of those concerns, Plaintiff's counsel cited California Rules of Professional Conduct Rules 1.7, 1.8.1, 1.8.6, 1.8.7, 1.9, 1.11, and 1.18.

BEYOND CARE MEDICAL NEVER FINALIZED OR OPERATIONAL

23. As noted, the principal issue Feldesman was retained to investigate involved allegations made by Richard, Maggie and Barajas concerning the formation of a business entity known as Beyond Care Medical, and that the CEO, CMO, and two other Clinica Sierra Vista management team members were allegedly engaging in self-dealing or otherwise operating under undisclosed conflicts of interest through the creation of Beyond Care Medical.

24. Specifically, the allegation was that the entity would be owned or controlled by members of Clinica Sierra Vista's management team and would operate as a separate health clinic that would contract with Clinica Sierra Vista at reimbursement rates higher than those typically associated with Clinica Sierra Vista's existing clinic operations. According to the allegations, the individuals involved would then personally benefit from the difference in reimbursement while continuing to hold leadership positions within Clinica Sierra Vista.

25. None of these allegations were supported by any underlying facts, and as noted, would have faced insurmountable legal, regulatory, and operational obstacles. FQHCs are subject to extensive federal oversight, including conflict-of-interest requirements and restrictions governing transactions involving insiders and related parties, and it would have been impossible to be pulled off. There is absolutely no chance that Clinica Sierra Vista management employees who collectively had decades of experience working in organizations like Clinica Sierra Vista and occupy high-level positions requiring the utmost of honesty, fidelity and integrity, would have even attempted such a scheme.

26. Nevertheless, Feldesman's investigation continued for several months and resulted in the billing of more than $500,000.00 in legal and investigative fees and expenses, but without even asking Clinica Sierra Vista's CEO, CMO or CFO questions about the company formation or its purpose—which would have quickly dispelled any notion or claim they were trying to create a new clinic to affiliate or

contract with Clinica Sierra Vista, and that the entity had never progressed beyond the preliminary formation stage. Other than the filing of organizational documents by legal counsel, no meaningful business formation activities occurred. Moreover, there was no understanding whether the filing itself had ever been fully authorized, as the final organizational documents were never executed.

27. Feldesman's investigation appears to have devoted little or no attention to the proposed purpose of Beyond Care Medical. Had that issue been explored more thoroughly, it would have become apparent to Feldesman that the only concrete concept ever discussed for the entity involved a specialized wound-care practice. Such services fall outside the traditional scope of FQHC primary care operations and are directed toward patients requiring specialized treatment, particularly individuals suffering from diabetes or other chronic conditions. Based upon the available information, there was never any intent to establish a clinic that would contract with Clinica Sierra Vista at higher reimbursement rates, compete with Clinica Sierra Vista's existing operations, or otherwise generate the type of undisclosed financial benefit alleged by the complainants.

WESTPOINT CLINIC SITE

28. In contrast, Clinica Sierra Vista itself ultimately opened the Westpoint clinic in the same geographic area where the alleged whistleblowers speculated that the CEO, CMO, and CFO intended to establish a competing facility. The Westpoint clinic was developed through Clinica Sierra Vista's ordinary operational processes and procedures and functions in the same manner as Clinica Sierra Vista's other clinic sites throughout the San Joaquin Valley. The opening and operation of the Westpoint clinic therefore followed established organizational practices rather than any of the activities alleged by Richard, Maggie and Barajas. While Barajas took issue with the fact that during the formation of the Westpoint Clinic the management team looked at various pro forma scenarios as to staffing (i.e., employees vs. contracted providers) suggesting that this supported their contention of management team members intending

to separately owning the site, in actual fact it is normal for different staffing scenarios to be considered especially where, as here, the construction of the Westpoint facility was complete when leased so it could open in 30-45 days, and it was nearly impossible to get multiple providers hired, credentialed and ready to see patients in such a short time period. This just shows Barajas' ignorance in the formation process of clinic sites.

29. Notably, Feldesman ultimately concluded that Beyond Care Medical never became an operational business, but the *speculated* without any supporting evidence that if the individuals involved intended to establish such a clinic, it would have had to require favorable and financially viable provider contracts or reimbursement arrangements. Based on that premise, Feldesman sought authority from the Clinica Sierra Vista Board to expand the scope of its investigation to include a review of certain provider contracts for potential compliance concerns.

FELDESMAN ATTEMPTS TO EXPAND INVESTIGATION

30. As part of that expanded effort, Feldesman worked with Defendant Valenzuela to broaden the investigation beyond the original allegations to include the retention of a forensic accounting firm to review provider contracting and claims-related issues.[2]

31. Feldesman and the forensic accountants then attempted to begin the process of attempting to review the provider contracts and patient-visit data (intended to be literally hundreds of thousands of patient records) to assess contractual compliance and identify any potential irregularities.

32. By this point, the investigation had been ongoing for nearly six months. The costs associated with the investigation had continued to increase, the scope of the inquiry had expanded substantially beyond the original allegations for no legitimate reason, and members of the Board had developed questions regarding both the direction of the investigation and the conclusions being presented. In response to

[2] Notably, the forensic accounting firm had previously been involved in contentious matters involving Clinica Sierra Vista, who had ultimately ended its relationship with that firm.

those concerns, the Board directed the Chairperson to seek an independent second opinion regarding the investigation and the advice being provided to the Board.

33. Independent counsel began its review and learned that: (1) while Feldesman had a Sacramento, California office, it had not employed a single California licensed attorney to conduct the investigation, which brought up immediate concerns about the legitimacy of the investigation and which could place the Board at significant risk for breach of fiduciary duties if they relied on an illegitimate investigation by attorneys not authorized to practice in California; (2) Valenzuela appeared to be directly involved in the investigation and to have provided legal advice to the Clinica Sierra Vista Board which could likewise constitute the unauthorized practice of law since he was also not authorized to practice law in California; (3) there was evidence that Mr. Valenzuela had a conflict of interest by his involvement in the investigation involving the CEO position while coveting and lobbying for that position for himself.

34. Findings of new independent counsel were provided on April 9, 2026 and April 16, 2026, and advised the Board of Directors that none of the attorneys in the Feldesman firm were authorized to practice law in California and, as a result, the Board could not reasonably rely on any findings they made or conclusions reached as it would most likely violate their fiduciary duties to rely on an investigation conducted by attorneys not authorized to conduct such an investigation in California of a California-based FQHC. Out of an abundance of caution, and as authorized by the Board, new independent counsel retained a separate law firm to provide a separate analysis of: (1) the need to have California-licensed attorneys conduct a California-based investigation; and (2) the conflict of interest issues of Feldesman withdrawing from the federal lawsuit yet continuing to investigate the same individuals (the CEO and CMO), and that firm reached the same conclusions as new independent counsel.

BOARD VOTES TO SUSPEND INVESTIGATION – FELDESMAN WITHDRAWS REPRESENTATION

35. Following considerable discussions, the Board approved a motion to suspend the Feldesman investigation until an upcoming Board meeting and the suspension of that investigation continued after the April 16, 2026 Board meeting due to potential concerns as to whether Feldesman was authorized to continue the investigation due to lack of California licensure. It was the Board's independent decision to suspend the Feldesman investigation.

36. Valenzuela disclosed to the Board during one of the April 2026 Board meetings that he had leaked the report from new counsel to Feldesman where it was disclosed that the Board was now aware that the Feldesman attorneys conducting the investigation were not authorized to practice law in California. A few days later on May 6, 2026, Waters sent the Board Chairperson email correspondence advising her that Feldesman was "withdrawing from all legal representation of Clinica Sierra Vista including the internal investigation and any and all related matters." This establishes that, contrary to claims made by Valenzuela and others, including Maggie and Barajas in their now filed legal action, it was Feldesman's withdrawal from representation that was the ultimate reason its investigation did not continue, not a termination of the investigation by new independent counsel or a single Board Member.

37. Thereafter, the Clinica Sierra Vista Board requested that new independent counsel take over and complete the investigation started by Feldesman, which thereafter occurred after obtaining the investigative documents gathered by Feldesman during the investigation so that the investigation could be completed. Counsel interviewed the remaining employees, confirmed that Beyond Care Medical was nothing but a shell corporation and with the Westpoint clinic becoming operational, there was no evidence of any efforts to start an affiliated or competing clinic, and the standard terms and conditions of recently-executed physician agreements did not appear

to implicate any potential concerns of violations of state or federal law, nor was there evidence of any financial irregularities or improper or illegal consulting agreements.

FIRST CAUSE OF ACTION
(Breach of Fiduciary Duty Against Former Director – Defendant Mario A. Valenzuela)

38. Plaintiff re-alleges paragraphs 1 through 37, inclusive, as though fully set forth herein.

39. At all relevant times, Defendant Valenzuela served as a Director and Treasurer of Plaintiff nonprofit corporation and owed fiduciary duties of loyalty, care, candor, honesty, and good faith to Plaintiff.

40. Defendant Valenzuela breached those duties by: (a) participating in and largely directing the Feldesman investigation that was directed in part against the CEO of Clinica Sierra Vista when he had a conflict of interest in that he secretly coveted and lobbied for the CEO position; and (b) holding himself out as an attorney who could practice law in California and providing incorrect and erroneous legal advice and direction to the Board as if he were a California-licensed attorney; and (c) intimidating other Board Members into accepting his "recommendations" and directions, which included implied threats towards certain Board members suggesting that he could impact their immigration status given that he is an immigration attorney.

41. As part of the breach of fiduciary duties as it related to using attorney status to influence the Board Members, Valenzuela attempted to render, and actually rendered, legal advice and guidance to influence the Clinica Sierra Vista Board members regarding California nonprofit governance, fiduciary obligations, employment matters, investigative procedures, board authority, and related legal subjects. This included, without limitation:

a. Creating a memo to the Board of Directors which he labeled "Attorney-Client Privileged" acknowledging his interview of Richard, giving his legal review that the nature of his allegations included "serious concerns" about various health care laws, admitting consulting with an outside attorney on behalf of Clinica

Sierra Vista (Gorski) about Richard's claims, purported to give legal advice to the Board through "recommended board actions," and gave further advise to make sure Clinica Sierra Vista acted with "legal vigor;"

b. Sending an email to Clinica Sierra Vista Board offering incorrect legal advice with regard to the alleged illegality of certain Board agenda items, lack of conflict under HRSA requirements, that board deliberations must occur without third party presence, and reminds the Board he is an attorney; and

c. Submitting a complaint to a government agency as a Clinica Sierra Board member in which he makes probably false legal statements about HRSA regulations as well as false statements about Feldesman.

42. Defendant Valenzuela concealed and failed to disclose his conflicts of interest to the full Board of Directors.

43. Defendant Valenzuela knew, or should have known, or taken reasonable steps to verify, that the Feldesman attorneys were licensed to practice law in California. Nevertheless, he directed, aided and abetted the retention—and the continued retention—of the Feldesman attorneys who were not authorized to practice law in California, even after he became aware that were not authorized to practice law in California and further directed that the Feldesman investigation continue even after the Board of Directors unanimously voted to suspend the investigation to confirm that the Feldesman attorneys were not authorized to practice in California.

44. Defendant Valenzuela caused Plaintiff to expend substantial corporate funds on an investigation that was unnecessary, improper, conflicted, and unauthorized.

45. Defendant Valenzuela misrepresented legal issues and governance requirements to Board members.

46. Defendant Valenzuela acted for his personal benefit rather than the best interests of Plaintiff.

47. As a direct and proximate result of these breaches of fiduciary duties, Plaintiff has suffered significant economic loss and has been damaged in an amount which has not been fully ascertained, but is believed to be in excess of $1,000,000.00.

48. The breaches of fiduciary duty by Valenzuela as described above demonstrate a conscious disregard for the representation of Plaintiff's legal and financial interest and was malicious, fraudulent and oppressive, so as to justify an award of punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth above.

SECOND CAUSE OF ACTION
(Breach of Fiduciary Duty as Officer and Treasurer – Defendant Mario A. Valenzuela)

49. Plaintiff re-alleges paragraphs 1 through 48, inclusive, as though fully set forth herein.

50. At all relevant times, Defendant Valenzuela served as Treasurer of Plaintiff and, in that capacity, occupied a position of special trust and confidence. As Treasurer, Defendant owed fiduciary duties to Plaintiff, including duties of loyalty, care, candor, honesty, prudence, and faithful stewardship of Plaintiff's charitable assets. Defendant was obligated to act at all times in the best interests of Plaintiff and to safeguard Plaintiff's financial resources.

51. Defendant Valenzuela breached those duties by causing, authorizing, facilitating, directing, approving, or permitting substantial expenditures relating to an investigation that was affected by undisclosed conflicts of interest, improper motives, legal deficiencies, and the participation of attorneys who were not authorized to practice law in California, including himself, and Defendants Feldesman, Waters, Kuperberg and Lesnick.

52. Defendant Valenzuela failed to disclose material facts relating to the investigation, including his personal interest in the outcome of the investigation, his desire to become Plaintiff's Chief Executive Officer, and information concerning the

qualifications and licensing status of attorneys retained to perform investigative and legal services.

53. Defendant Valenzuela failed to exercise reasonable diligence and oversight concerning the expenditure of Plaintiff's funds.

54. Defendant Valenzuela caused or permitted Plaintiff to incur substantial expenses for investigative and legal services that were unnecessary, unauthorized, excessive, conflicted, unreasonable, and/or not in the best interests of Plaintiff.

55. Defendant Valenzuela placed his own personal interests ahead of Plaintiff's interests and used his authority as Treasurer to influence decisions regarding the funding, continuation, and scope of the investigation.

56. Defendant Valenzuela failed to protect Plaintiff's charitable assets and failed to exercise the degree of care expected of a reasonably prudent officer acting under similar circumstances.

57. As a direct and proximate result of the conduct of Defendant Valenzuela, Plaintiff sustained damages in an amount according to proof, including but not limited to investigation expenses, legal fees, administrative costs, lost opportunities, diversion of management resources, and related consequential damages. This amount has not been fully ascertained, but is believed to be in excess of $1,000,000.00.

58. The breaches of fiduciary duty by Valenzuela as described above demonstrate a conscious disregard for the representation of Plaintiff's legal and financial interest and was malicious, fraudulent and oppressive, so as to justify an award of punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth above.

THIRD CAUSE OF ACTION

(Breach of Duty of Loyalty - Mario A. Valenzuela)

59. Plaintiff re-alleges paragraphs 1 through 58, inclusive, as though fully set forth herein.

60. At all relevant times, Defendant owed Plaintiff a fiduciary duty of undivided loyalty and was required to act in the best interests of Plaintiff and not for his own personal advantage.

61. Defendant breached his duty of loyalty by pursuing his personal objective of becoming Plaintiff's Chief Executive Officer while simultaneously participating in, directing, and influencing an investigation concerning Plaintiff's Chief Executive Officer and other members of senior management.

62. Defendant failed to disclose his personal interest in the outcome of the investigation and instead continued to influence decisions concerning the investigation, its continuation, and actions directed at members of management.

63. Defendant used the authority and influence of his positions as Board Member and Treasurer to advance his own interests rather than the interests of Plaintiff.

64. As part of the breach of duty of loyalty as it related to using attorney status to influence the Board Members, Valenzuela attempted to render, and actually rendered, legal advice and guidance to influence the Clinica Sierra Vista Board members regarding California nonprofit governance, fiduciary obligations, employment matters, investigative procedures, board authority, and related legal subjects. This included, without limitation:

a. Creating a memo to the Board of Directors which he labeled "Attorney-Client Privileged" acknowledging his interview of Richard, giving his legal review that the nature of his allegations included "serious concerns" about various health care laws, admitting consulting with an outside attorney on behalf of Clinica Sierra Vista (Gorski) about Richard's claims, purported to give legal advice to the Board through "recommended board actions," and gave further advise to make sure Clinica Sierra Vista acted with "legal vigor;"

b. Sending an email to Clinica Sierra Vista Board offering incorrect legal advice with regard to the alleged illegality of certain Board agenda items,

lack of conflict under HRSA requirements, that board deliberations must occur without third party presence, and reminds the Board that he is an attorney; and

c. Submitting a complaint to a government agency as a Clinica Sierra Board member in which he makes probably false legal statements about HRSA regulations as well as false statements about Feldesman.

65. Defendant's conduct constituted a conscious disregard of his fiduciary obligations and was undertaken in bad faith.

66. As a direct and proximate result of Defendant's conduct, Plaintiff sustained damages in an amount according to proof. This amount has not been fully ascertained, but is believed to be in excess of $1,000,000.00.

67. The acts described in this cause of action were performed intentionally and with improper motives. Such actions were oppressive, outrageous, willful, malicious, and intolerable so as to justify an award of punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth above.

FOURTH CAUSE OF ACTION

(Fraudulent Concealment – Defendant Mario A. Valenzuela)

68. Plaintiff re-alleges paragraphs 1 through 67, inclusive, as though fully set forth herein.

69. Defendant occupied a fiduciary relationship with Clinica Sierra Vista and therefore had a duty to disclose all material facts relating to his activities, conflicts of interest, and actions taken on behalf of Clinica Sierra Vista.

70. Defendant intentionally concealed material facts from Clinica Sierra Vista and its Board of Directors, including his desire to become Chief Executive Officer, his involvement in directing and influencing the Feldesman investigation, material facts concerning the allegations being investigated, and information concerning the qualifications and licensing status of the attorneys conducting the investigation, and his own status as an attorney not licensed to practice law in the State of California.

71. Defendant knew that these facts were material and that Clinica Sierra Vista's Board of Directors would consider them important in determining whether and how to proceed with the investigation and to consider his own advice and counsel he provided to the Board.

72. Clinica Sierra Vista was unaware of the concealed facts and reasonably relied upon Defendant's omissions and nondisclosures.

73. Had Clinica Sierra Vista known the true facts, it would not have authorized, continued, funded, or relied upon the investigation to the extent that it did.

74. As a direct and proximate result of Defendant's concealment, Clinica Sierra Vista sustained damages in an amount according to proof.

75. As a direct and proximate result of Defendant's conduct, Clinica Sierra Vista sustained damages in an amount according to proof. This amount has not been fully ascertained, but is believed to be in excess of $1,000,000.00.

76. The acts described in this cause of action were performed intentionally and with improper motives. Such actions were oppressive, outrageous, willful, malicious, and intolerable so as to justify an award of punitive damages.

WHEREFORE, Plaintiff prays for relief as set forth above.

FIFTH CAUSE OF ACTION

(Intentional Misrepresentation – Defendant Mario A. Valenzuela)

77. Plaintiff re-alleges paragraphs 1 through 76, inclusive, as though fully set forth herein.

78. From January through May 2026, Defendant made numerous representations to Board of Directors members of Clinica Sierra Vista and others (including at least one government entity) concerning matters of law, governance, board authority, investigative procedures, alleged misconduct by management, and the necessity of continuing the investigation.

79. Defendant represented that certain actions were legally required when he knew, or reasonably should have known, the representations were false. These

include, without limitation: Despite lacking authorization to practice law in California, Valenzuela attempted to render, and actually rendered, legal advice and guidance to the Clinica Sierra Vista Board regarding California nonprofit governance, fiduciary obligations, employment matters, investigative procedures, board authority, and related legal subjects. This included, without limitation:

a. Creating a memo to the Board of Directors which he labeled and represented to be "Attorney-Client Privileged" acknowledging his interview of Richard, giving his legal review and false representations that the nature of the allegations included "serious concerns" about various health care laws, purported to give legal advice to the Board through "recommended board actions," and gave further advice to make sure Clinica Sierra Vista acted with "legal vigor;"

b. Sending emails (from his law firm email address) to Board Members making false statements and providing incorrect legal advice about the Board being unable to act on certain agenda items or unable to take action if Board membership fell under 9 board members, and other statements relating to the application of attorney-client privilege;

c. Sending an email to the Clinica Sierra Vista Board making false statements and providing incorrect legal advice with regard to the alleged illegality of certain Board agenda items, lack of conflict under HRSA requirements, that Board deliberations must occur without third party presence, and reminding the Board he is an attorney when he is not authorized to act as such given his lack of California licensure;

d. Submitting a complaint to government agency as a Clinica Sierra Board member in which he makes false representations about HRSA regulations, the internal investigation, and the ability of the Board to act when membership falls below 9 members; and

e. Making false statements that the Feldesman investigation should continue despite the Board having unanimously approved the suspension of the

investigation and potentially placing the Board of Directors at risk given the lack of California licensure by the Feldesman attorneys.

80. Defendant Valenzuela represented that the Board lacked authority to act or function unless certain conditions existed, despite knowing those representations were inaccurate.

81. Defendant Valenzuela made these representations with the intent that Clinica Sierra Vista and its directors rely upon them.

82. Clinica Sierra Vista reasonably relied upon Defendant Valenzuela's representations for a period of time to its tremendous detriment, cost and expense.

83. As a direct and proximate result of such reliance, Clinica Sierra Vista suffered damages in an amount according to proof.

84. As a result of this unlawful conduct, Clinica Sierra Vista has been damaged in an amount which has not yet been fully ascertained but is believed to be in excess of $1,000,000.00. Clinica Sierra Vista will prove the actual amount of damage at trial.

WHEREFORE, Plaintiff prays for relief as set forth above.

SIXTH CAUSE OF ACTION
(Violation of Business and Professions Code Section 6126.5 – Defendant Mario A. Valenzuela)

85. Clinica Sierra Vista re-alleges paragraphs 1 through 84, inclusive, as though fully set forth herein.

86. California law prohibits an attorney not admitted to the California Bar from establishing or maintaining a resident office or other systematic or continuous presence in the state for the practice of law, even where that practice is limited to federal law. See Cal. Rules of Professional Conduct R. 5.5(b)(1); *Birbrower, Montalbano, Condon & Frank v. Superior Court*, 17 Cal. 4th 119, 127–29 (1998). This was confirmed by the California State Bar Standing Committee on Professional Responsibility & Conduct, Formal Op. No. 2023 208 (2023). See also Bar Association of San Francisco Formal Ethics Op. 2021 1 (2021) (out-of-state lawyers may reside and

work remotely from California only if they do not establish a California office, market a California presence, or create a systematic or continuous in state practice).

87. Valenzuela was not licensed to practice law in California during the relevant period and, as of the filing of this complaint, remains unlicensed to practice law in the State of California.

88. Despite not being licensed to practice law in California, and in addition to the website bio described above at The Gorski firm, Valenzuela has a website listing an office and a website for:

> The Advocates' Law Firm, PC
> 1430 Truxtun Avenue, 5th Floor
> Bakersfield, CA 93301
> Telephone: (661) 377-2154
> www.theadvocateslaw.com

89. Dun & Bradstreet references Valenzuela as the "Principal" of the firm. His website states he practices "Asylum, Citizenship, Deportation Defense, Family Visas, Green Cards, Immigration Appeals, Investment Visas, Marriage & Fiancé(e) Visas, Student Visas, Visitor Visas, Work Visas." California business records shows that it remains in existence, and during his time as a member of the Clinica Sierra Vista Board of Directors, he used the email address "mario@theadvocateslaw.com."

90. Despite lacking authorization to practice law in California, Valenzuela attempted to render, and actually rendered, legal advice and guidance to the Clinica Sierra Vista Board regarding California nonprofit governance, fiduciary obligations, employment matters, investigative procedures, board authority, and related legal subjects. This included, without limitation:

a Creating a memo to the Board of Directors which he labeled "Attorney-Client Privileged" acknowledging his interview of Richard, giving his legal review that the nature of his allegations included "serious concerns" about various health care laws, admitting consulting with an outside attorney on behalf of Clinica Sierra Vista (Gorski) about Richard's claims, purported to give legal advice to the

Board through "recommended board actions," and gave further advise to make sure Clinica Sierra Vista acted with "legal vigor;"

b. Sending emails (from his law firm email address) to Feldesman giving incorrect legal advice about Plaintiff's Board Chair e-mail directing him and other Board members relating to the application of attorney-client privilege;

c. Sending an email to Clinica Sierra Vista Board offering incorrect legal advice with regard to the alleged illegality of certain Board agenda items, lack of conflict under HRSA requirements, that Board deliberations must occur without third party presence, and reminding the Board he is an attorney; and

d. Submitting a complaint to government agency as a Clinica Sierra Board member in which he makes incorrect legal statements about HRSA regulations as well as false statements about the internal investigation.

91. Defendant Valenzuela held himself out as possessing legal expertise and used his status as an attorney to influence decisions of Clinica Sierra Vista's Board of Directors.

92. Defendant Valenzuela participated in legal analysis, interpreted California law for Directors, recommended legal courses of action, and provided legal guidance concerning the investigation and governance of Clinica Sierra Vista.

93. Defendant Valenzuela's conduct constituted the unauthorized practice of law.

94. As a direct and proximate result of Defendant Valenzuela's unauthorized practice of law, Clinica Sierra Vista sustained damages in an amount according to proof but decidedly in excess of $1,000,000.00 and seeks all remedies authorized by law.

WHEREFORE, Plaintiff prays for relief as set forth above.

SEVENTH CAUSE OF ACTION
(Corporate Waste and Surcharge- Defendant Mario A. Valenzuela)

95. Plaintiff re-alleges paragraphs 1 through 94, inclusive, as though fully set forth herein.

96. Defendant Valenzuela caused Clinica Sierra Vista to expend substantial funds and charitable assets in connection with an investigation that Defendant Valenzuela knew or should have known was affected by conflicts of interest, legal deficiencies, and improper motives.

97. Defendant Valenzuela failed to act with appropriate care and diligence concerning the expenditure of Clinica Sierra Vista's funds.

98. Defendant Valenzuela caused Clinica Sierra Vista to incur substantial costs that did not provide the benefit reasonably expected by Clinica Sierra Vista.

99. Further, equity requires that Defendant Valenzuela be surcharged for all losses sustained by Clinica Sierra Vista as a result of Defendant Valenzuela's misconduct.

100. As a direct and proximate result of Defendant Valenzuela's conduct, Clinica Sierra Vista incurred damages including investigation costs, attorney's fees, administrative costs, and related losses in an amount according to proof but believed to be in excess of $1,000,000.00.

101. Clinica Sierra Vista also seeks a judgment surcharging Defendant Valenzuela for all amounts lost, wasted, misapplied, diverted, improperly expended, or otherwise damaged as a result of Defendant Valenzuela's breaches of fiduciary duty, in an amount according to proof at trial.

102. Clinica Sierra Vista further seeks prejudgment interest, restitution, disgorgement, costs of suit, and such other and further relief as the Court deems just and proper.

WHEREFORE, Plaintiff prays for relief as set forth above.

EIGHTH CAUSE OF ACTION
(Aiding and Abetting Breach of Fiduciary Duty – Defendants Feldesman, Waters, Kuperberg and Lesnick)

103. Plaintiff re-alleges paragraphs 1 through 102, inclusive, as though fully set forth herein.

104. Defendant Valenzuela owed fiduciary duties to Clinica Sierra Vista.

105. Feldesman and its attorneys who worked on the investigation and had interactions with Valenzuela—particularly Waters and Kuperberg—and knew, or reasonably should have known, that: (1) Defendant Valenzuela possessed conflicts of interest affecting his ability to act solely in Clinica Sierra Vista's best interests; and (2) that Valenzuela was not authorized to practice law in the State of California and did not have the authority to provide legal analysis, interpret California law for other directors of Clinica Sierra Vista, recommend legal courses of action, or provide legal guidance concerning the investigation and governance of Clinica Sierra Vista.

106. Feldesman, Waters, Kuperberg and Lesnick knew or should have known that Defendant Valenzuela was seeking influence over management positions and was directing or substantially influencing decisions relating to the investigation.

107. Despite such knowledge, Feldesman, Waters, Kuperberg and Lesnick substantially assisted Defendant Valenzuela by conducting interviews, preparing reports, analyzing evidence, making recommendations, advising Clinica Sierra Vista, and otherwise facilitating Defendant Valenzuela's course of conduct.

108. Feldesman, Waters, Kuperberg and Lesnick knowingly provided substantial assistance to Defendant Valenzuela in connection with his breaches of fiduciary duty.

109. As a direct and proximate result of such conduct, Clinica Sierra Vista sustained damages in an amount according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

NINTH CAUSE OF ACTION
(Unauthorized Practice of Law - Business and Professions Code Section 6126.5-- Defendants Feldesman, Waters, Kuperberg and Lesnick)

110. Plaintiff re-alleges paragraphs 1 through 109, inclusive, as though fully set forth herein.

111. As detailed herein, Defendants Feldesman, Waters, Kuperberg and Lesnick were not members of the State Bar of California or otherwise authorized to practice law in the State of California in connection with the investigation described herein.

112. Defendants Feldesman, Waters, Kuperberg and Lesnick represented a California nonprofit corporation regarding matters arising under California law. This includes, without limitation, conducting witness interviews in California, communicating directly with Clinica Sierra Vista Board members and employees, analyzed legal issues that implicated concerns and possible claims and principles under California law, participated in investigative activities concerning California employment and governance matters, and rendered legal advice and recommendations concerning—and should have concerned—California law.

113. In doing so, Defendants Feldesman, Waters, Kuperberg and Lesnick engaged in the unauthorized practice of law.

114. As a direct and proximate result of Defendants Feldesman, Waters, Kuperberg and Lesnick's conduct, Clinica Sierra Vista incurred damages including investigation costs, attorney's fees, administrative costs, and related losses in an amount according to proof but believed to be in excess of $1,000,000.00, and seeks all remedies authorized by law.

WHEREFORE, Plaintiff prays for relief as set forth above.

TENTH CAUSE OF ACTION

(Professional Negligence

Defendants Feldesman, Waters, Kuperberg and Lesnick)

115. Plaintiff re-alleges paragraphs 1 through 114, inclusive, as though fully set forth herein.

116. Defendants Feldesman, Waters, Kuperberg and Lesnick undertook to provide legal services to Clinica Sierra Vista, including legal advice, legal analysis, legal investigation, compliance review, governance analysis, evaluation of employee complaints and whistleblower allegations, assessment of fiduciary duties and conflicts of interest, and analysis of actual or potential regulatory liability.

117. Defendants Feldesman, Waters, Kuperberg and Lesnick represented themselves as possessing the skill, experience, and expertise necessary to conduct a competent legal investigation and related legal advice concerning a California nonprofit corporation operating as an FQHC in the State of California.

118. In undertaking such representation, Defendants Feldesman, Waters, Kuperberg and Lesnick owed Clinica Sierra Vista a duty to exercise the degree of skill, prudence, diligence, and professional competence commonly exercised by attorneys performing similar services under similar circumstances.

119. Defendants Feldesman, Waters, Kuperberg and Lesnick breached their duties by, among other things, failing to conduct a competent investigation; failing to adequately investigate and analyze applicable California law; failing to recognize and address California fiduciary-duty obligations, California nonprofit corporation requirements, California conflict-of-interest obligations, California whistleblower protections, and other California legal principles materially affecting the investigation; failing to utilize California-licensed counsel despite the California-centered nature of the engagement; rendering legal conclusions unsupported by adequate legal analysis; issuing findings and recommendations based upon incomplete legal research; and

otherwise failing to perform legal services in accordance with the applicable standard of care.

120. Defendants' actions are particularly egregious since Feldesman has an office in the State of California but did not include any attorneys licensed to practice law in the State of California to assist with the investigation and provide the other legal advice required by this engagement.

121. The conflicts of interest that Feldesman, Waters, Kuperberg and Lesnick engaged in with regard to simultaneous representation of the Clinica Sierra Vista CMO and CEO in federal court litigation while at the time investigating these two individuals are even more egregious in that: (a) the representation was pointed out to them; and (b) they only withdrew from representing these individuals in the federal court litigation yet continued to investigate their alleged conduct after having been advised by independent counsel that such an investigation violates the California Rules of Professional Conduct given the presumption of disclosure of confidential information. Further, the advice of independent counsel was further supported by yet another legal opinion from yet another independent law firm who themselves conducted its own independent review and investigation.

122. Defendants Feldesman, Waters, Kuperberg and Lesnick knew or reasonably should have known that Clinica Sierra Vista, its governing board, employees, regulators, and third parties would rely on Defendants' investigative findings, legal conclusions, recommendations, and reports.

123. Defendants Feldesman, Waters, Kuperberg and Lesnick further knew or reasonably should have known that current and former employees and their attorneys could obtain, rely upon, reference, or otherwise utilize Defendants' statements, comments and any conclusions or recommended findings in asserting claims against Clinica Sierra Vista.

124. As a direct and foreseeable result of Defendants' negligence, inaccurate, incomplete, and misleading conclusions were generated and communicated,

thereby creating, encouraging, validating, strengthening, or amplifying claims later asserted against Clinica Sierra Vista.

125. The employee litigation filed by Maggie and Barajas and related claims were a foreseeable consequence of the deficient performance of Defendants Feldesman, Waters, Kuperberg and Lesnick.

126. As a direct and proximate result of Defendants Feldesman, Waters, Kuperberg and Lesnick's conduct, Clinica Sierra Vista incurred damages including investigation costs, attorney's fees, administrative costs, and related losses in an amount according to proof but believed to be in excess of $1,000,000.00, and seeks all remedies authorized by law, plus have and will continue to suffer additional damages including legal fees paid in the employee litigation, defense costs incurred in responding to employee litigation, expert fees, administrative expenses, management time, operational disruption, reputational harm, and other damages according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

ELEVENTH CAUSE OF ACTION

(Breach of Fiduciary Duty -
Defendants Feldesman, Waters, Kuperberg and Lesnick)

127. Plaintiff re-alleges paragraphs 1 through 126, inclusive, as though fully set forth herein.

128. Clinica Sierra Vista realleges and incorporates by reference all preceding allegations. An attorney-client relationship existed between Clinica Sierra Vista and Defendants Feldesman, Waters, Kuperberg and Lesnick. By virtue of that relationship, Defendants owed fiduciary duties of loyalty, honesty, candor, disclosure, good faith, fidelity, and the obligation to place Clinica Sierra Vista's interests above their own.

129. Defendants breached those fiduciary duties by undertaking legal representation involving substantial California legal issues through attorneys not licensed in California; failing to disclose the lack of California attorney involvement;

failing to disclose material risks arising from the staffing and performance of the engagement; failing to disclose the significance of California-law issues implicated by the investigation; failing to advise Clinica Sierra Vista regarding the need for competent California-law analysis; failing to provide material information necessary for Clinica Sierra Vista to make informed decisions concerning the engagement; and placing Defendants' economic interests in generating substantial fees above Clinica Sierra Vista's interest in receiving competent and complete legal services.

130. Defendants' actions are particularly egregious since Feldesman has an office in the State of California but did not include any attorneys licensed to practice law in the State of California to assist with the investigation and provide the other legal advice required by this engagement.

131. As a direct and foreseeable result of Defendants' breaches of fiduciary duty, inaccurate, incomplete, and misleading conclusions were generated and communicated, thereby creating, encouraging, validating, strengthening, or amplifying claims later asserted against Clinica Sierra Vista.

132. The employee litigation filed by Maggie and Barajas and related claims were a foreseeable consequence of these breaches of fiduciary duty and deficient performance of Defendants Feldesman, Waters, Kuperberg and Lesnick.

133. As a direct and proximate result of Defendants Feldesman, Waters Kuperberg and Lesnick's conduct, Clinica Sierra Vista incurred damages including investigation costs, attorney's fees, administrative costs, and related losses in an amount according to proof but believed to be in excess of $1,000,000.00, and seeks all remedies authorized by law, plus have and will continue to suffer additional damages including legal fees paid in the employee litigation, defense costs incurred in responding to employee litigation, expert fees, administrative expenses, management time, operational disruption, reputational harm, and other damages according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

TWELFTH CAUSE OF ACTION
(Constructive Fraud
Defendants Feldesman, Waters, Kuperberg and Lesnick)

134. Plaintiff re-alleges paragraphs 1 through 133, inclusive, as though fully set forth herein.

135. A fiduciary relationship existed between Clinica Sierra Vista and Defendants Feldesman, Waters, Kuperberg and Lesnick.

136. Defendants Feldesman, Waters, Kuperberg and Lesnick possessed superior knowledge concerning the qualifications and licensure status of personnel assigned to the engagement, the legal significance of California-law issues implicated by the investigation, the limitations and deficiencies of the investigative process employed, and the risks associated with rendering legal conclusions affecting a California nonprofit corporation and federally qualified health center without meaningful California-law participation.

137. Defendants Feldesman, Waters, Kuperberg and Lesnick had a duty to disclose all such material facts.

138. Defendants Feldesman, Waters, Kuperberg and Lesnick failed to disclose those material facts and thereby obtained an advantage over Clinica Sierra Vista, including the receipt of substantial legal fees and the continuation of the engagement.

139. Had Clinica Sierra Vista known the omitted information, Clinica Sierra Vista would have retained California counsel, required additional legal review, rejected or questioned Defendants' conclusions, and taken steps to avoid the resulting harm.

140. Defendants’ actions are particularly egregious since Feldesman has an office in the State of California but did not include any attorneys licensed to practice law in the State of California to assist with the investigation and provide the other legal advice required by this engagement.

141. The conflicts of interest that Feldesman, Waters, Kuperberg and Lesnick engaged in with regard to simultaneous representation of the Clinica Sierra Vista CMO and CEO in federal court litigation while at the time investigating these two individuals are even more egregious in that: (a) the representation was pointed out to them; and (b) they only withdrew from representing these individuals in the federal court litigation yet continued to investigate their alleged conduct after having been advised by independent counsel that such an investigation violates the California Rules of Professional Conduct given the presumption of disclosure of confidential information.

142. Defendants' nondisclosures and concealment of material facts caused Clinica Sierra Vista to rely upon their actions, investigation activities, and conclusions.

143. As a direct and proximate result of Defendants Feldesman, Waters Kuperberg and Lesnick's conduct, Clinica Sierra Vista incurred damages including investigation costs, attorney's fees, administrative costs, and related losses in an amount according to proof but believed to be in excess of $1,000,000.00, and seeks all remedies authorized by law, plus Plaintiff has and will continue to suffer additional damages including legal fees paid in the employee litigation, defense costs incurred in responding to employee litigation, expert fees, administrative expenses, management time, operational disruption, reputational harm, and other damages according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

THIRTEENTH CAUSE OF ACTION

(Negligent Misrepresentation

Defendants Feldesman, Waters, Kuperberg and Lesnick)

144. Plaintiff re-alleges paragraphs 1 through 143, inclusive, as though fully set forth herein.

145. Defendants represented that they possessed the qualifications, expertise, competence, and capability necessary to conduct a thorough legal

investigation and provide competent legal analysis and recommendations regarding matters entrusted to them.

146. Defendants further represented that their findings, conclusions, recommendations, opinions, and investigative determinations were based upon adequate investigation, competent legal research, accurate legal analysis, and sound professional judgment.

147. Those representations were false because Defendants failed to conduct a competent investigation, failed to adequately analyze applicable California law, failed to obtain competent California legal review, and rendered conclusions lacking an adequate factual and legal foundation.

148. Defendants lacked reasonable grounds for believing such representations to be true.

149. Clinica Sierra Vista reasonably relied upon Defendants' representations in retaining them, paying substantial fees, continuing the engagement, and relying upon the resulting reports, recommendations, and legal conclusions.

150. As a direct and proximate result of Defendants Feldesman, Waters Kuperberg and Lesnick's conduct, Clinica Sierra Vista incurred damages including investigation costs, attorney's fees, administrative costs, and related losses in an amount according to proof but believed to be in excess of $1,000,000.00, and seeks all remedies authorized by law, plus have and will continue to suffer additional damages including legal fees paid in the employee litigation, defense costs incurred in responding to employee litigation, expert fees, administrative expenses, management time, operational disruption, reputational harm, and other damages according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

FOURTEENTH CAUSE OF ACTION

(Breach of Contract – Defendant Feldesman)

151. Plaintiff re-alleges paragraphs 1 through 150, inclusive, as though fully set forth herein.

152. Clinica Sierra Vista and Feldesman entered into a written engagement pursuant to which Feldesman agreed to provide professional legal services, legal investigation, legal analysis, advice, recommendations, and related representation.

153. Clinica Sierra Vista performed all obligations required of it, including payment of substantial legal fees.

154. The agreements required Feldesman to perform legal services in a competent, professional, lawful, and workmanlike manner consistent with applicable professional standards.

155. Feldesman materially breached the agreements by conducting an incomplete and deficient investigation, failing to adequately analyze applicable California law, failing to provide competent legal services, failing to perform in accordance with professional standards, and otherwise failing to deliver the services promised.

156. Feldesman's actions are particularly egregious since Feldesman has an office in the State of California but did not include any attorneys licensed to practice law in the State of California to assist with the investigation and provide the other legal advice required by this engagement.

157. The conflicts of interest that Feldesman, Waters, Kuperberg and Lesnick engaged in with regard to simultaneous representation of the Clinica Sierra Vista CMO and CEO in federal court litigation while at the time investigating these two individuals are even more egregious in that: (a) the representation was pointed out to them; and (b) they only withdrew from representing these individuals in the federal court litigation yet continued to investigate their alleged conduct after having been advised by independent counsel that such an investigation violates the California Rules of Professional Conduct given the presumption of disclosure of confidential information.

158. As a direct and foreseeable consequence, Clinica Sierra Vista suffered damages including fees paid to Feldesman, costs incurred responding to

employee claims, litigation expenses, defense costs, operational disruption, and other damages in an amount according to proof but believed to be in excess of $1,000,000.00, and seeks all remedies authorized by law, plus Plaintiff hase and will continue to suffer additional damages including legal fees paid in the employee litigation, defense costs incurred in responding to employee litigation, expert fees, administrative expenses, management time, operational disruption, reputational harm, and other damages according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

FIFTEENTH CAUSE OF ACTION
(Violation of Business and Professions Code Section 17200
Unlawful Business Practices – All Defendants)

159. Plaintiff re-alleges paragraphs 1 through 158, inclusive, as though fully set forth herein.

160. Defendants performed legal services in California, including legal investigations, legal analysis, legal advice, witness interviews, legal conclusions, and legal recommendations concerning matters governed by California law.

161. Defendants received substantial compensation and/or economic benefit through such conduct.

162. By doing so, Defendants engaged in unlawful business practices by engaging in conduct constituting the unauthorized practice of law in California in violation of Business and Professions Code sections 6125 and 6126.

163. By doing so, Defendants also engaged in unfair business practices by performing substantial California legal work while avoiding compliance with California's attorney-licensing requirements.

164. Defendants thereby obtained an unfair economic and competitive advantage over California attorneys and firms required to comply with California licensure requirements.

165. The harm resulting from Defendants' conduct outweighs any utility associated with such conduct and offends the public policies underlying California's attorney-licensing statutes.

166. As a result of these unlawful practices, Clinica Sierra Vista lost money and property, including legal fees paid to Defendants and expenses subsequently incurred because of Defendants' conduct.

167. Clinica Sierra Vista seeks restitution, injunctive relief, declaratory relief, costs of suit, and all other relief available under Business and Professions Code section 17200 et seq.

WHEREFORE, Plaintiff prays for relief as set forth above.

SIXTEENTH CAUSE OF ACTION

(Equitable Indemnity

Defendants Feldesman, Waters and Kuperberg)

168. Plaintiff re-alleges paragraphs 1 through 167, inclusive, as though fully set forth herein.

169. Defendants negligently and improperly performed the legal services they undertook on Clinica Sierra Vista's behalf.

170. Defendants knew or reasonably should have known that their investigative findings, legal conclusions, reports, recommendations, and communications would be relied upon by Clinica Sierra Vista and could foreseeably be relied upon by employees, former employees, regulators, and counsel.

171. As a result of Defendants' conduct, employees and/or former employees asserted claims against Clinica Sierra Vista and initiated litigation that was caused, strengthened, encouraged, justified, validated, or materially aided by Defendants' investigation and legal conclusions.

172. Clinica Sierra Vista is now incurring substantial defense costs and litigation expenses arising from claims that were caused or materially influenced by Defendants' conduct.

173. To the extent Clinica Sierra Vista incurs liability, settlements, judgments, defense costs, or other damages arising from such claims, Defendants are obligated to indemnify Clinica Sierra Vista under principles of equitable indemnity to the extent of Defendants' comparative fault.

WHEREFORE, Plaintiff prays for relief as set forth above

SEVENTEENTH CAUSE OF ACTION
(Implied Contractual Indemnity
Against Feldesman LLP)

174. Plaintiff re-alleges paragraphs 1 through 173, inclusive, as though fully set forth herein.

175. As an implied term of the parties' attorney-client and contractual relationship, Feldesman was obligated to perform its professional services competently, lawfully, and in a manner that would not expose Clinica Sierra Vista to unnecessary liability resulting from Feldesman's own misconduct.

176. Feldesman breached those obligations by performing the investigation and related legal services in a negligent and deficient manner.

177. The employee litigation and resulting defense costs incurred by Clinica Sierra Vista were a foreseeable consequence of Feldesman's conduct and arose, in whole or in part, from Feldesman's acts, omissions, findings, conclusions, recommendations, and communications.

178. Clinica Sierra Vista has incurred and continues to incur attorneys' fees, expert costs, litigation expenses, management costs, settlement exposure, and other damages as a result.

179. Accordingly, Feldesman is obligated to indemnify Clinica Sierra Vista for all sums attributable to Feldesman's conduct, in an amount according to proof.

WHEREFORE, Plaintiff prays for relief as set forth above.

EIGHTEENTH CAUSE OF ACTION
(Restitution and Disgorgement –
Defendants Feldesman, Waters and Kuperberg)

180. Plaintiff re-alleges paragraphs 1 through 179, inclusive, as though fully set forth herein.

181. Defendants Feldesman, Waters and Kuperberg actually received substantial fees, payments, compensation, and other benefits from Clinica Sierra Vista in connection with the investigation and the provision of other legal advice, totaling more than $300,000.00 as well as invoicing more than $500,000.00 and seeking full payment for these fees even after knowing they were not authorized to practice in the State of California and, as a result, its engagement agreement is unenforceable and Feldesman was not entitled to receive compensation for any legal services provided which required California licensure.

182. The fees and benefits received by Defendants Feldesman, Waters and Kuperberg were obtained through conduct that was unauthorized, improper, unlawful, or otherwise inequitable.

183. Under principles of equity and restitution, Defendants Feldesman, Waters and Kuperberg should not be permitted to retain compensation obtained through such conduct.

184. Clinica Sierra Vista seeks restitution, disgorgement, and recovery of all fees, costs, and expenses paid to Defendants Feldesman, Waters and Kuperberg.

WHEREFORE, Plaintiff prays for relief as set forth above.

NINETEENH CAUSE OF ACTION
(Unjust Enrichment -- Defendants Feldesman, Waters and Kuperberg)

185. Plaintiff re-alleges paragraphs 1 through 184, inclusive, as though fully set forth herein.

186. Defendants Feldesman, Waters and Kuperberg received substantial financial benefits from Clinica Sierra Vista.

187. The retention of those benefits would be unjust because they were obtained through services that were unauthorized, conflicted, unlawful, or otherwise improper.

188. Clinica Sierra Vista conferred substantial benefits upon Defendants Feldesman, Waters and Kuperberg under circumstances making it inequitable for those benefits to be retained.

189. Clinica Sierra Vista seeks restitution of all benefits unjustly retained by Defendants Feldesman, Waters and Kuperberg.

TWENTIETH CAUSE OF ACTION
(Declaratory Relief -
Against All Defendants)

190. Plaintiff re-alleges paragraphs 1 through 189, inclusive, as though fully set forth herein.

191. An actual controversy has arisen and now exists between Clinica Sierra Vista and Defendants concerning their respective rights and obligations arising from the breaches of fiduciary duty, unauthorized practice of law, unfair competition, employee litigation and related claims.

192. Clinica Sierra Vista contends that Defendants are obligated to indemnify, reimburse, and compensate Cl20inica Sierra Vista for defense costs, litigation expenses, settlements, judgments, and other damages arising from claims caused or materially influenced by Defendants' conduct.

193. Clinica Sierra Vista is informed and believes that Defendants dispute, or will dispute, those obligations.

194. Accordingly, Clinica Sierra Vista seeks a judicial declaration of the parties' rights and obligations concerning indemnity, contribution, reimbursement, defense costs, and all related issues arising from Defendants' conduct as detailed herein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Clinica Sierra Vista prays for relief as follows:

1. For general, compensatory and consequential damages on the causes of action set forth in this complaint;

2. For interest in an amount according to proof;

3. For costs of suit incurred herein;

4. For restitution and disgorgement of all improperly obtained benefits;

5. For surcharge against Defendant Valenzuela for all losses caused to Plaintiff;

6. For recovery of all investigation costs, legal fees, consulting fees, and related expenditures wrongfully incurred by Plaintiff;

7. For imposition of a constructive trust over any funds or benefits wrongfully obtained by Defendants;

8. For exemplary and punitive damages pursuant to California Civil Code section 3294;

9. For prejudgment interest as permitted by law;

10. For costs of suit incurred herein;

11. For attorney's fees where authorized by statute or otherwise permitted by law; and

12. For such other and further relief as the Court deems just and proper.

Dated: September 16, 2026

RYAN LEGAL, PC

By: _____

Russell K. Ryan, Attorneys for Plaintiff Clinica Sierra Vista, a California Non-Profit Corporation