

1 **MICHAEL A. CONGER, ESQUIRE (State Bar No. 147882)**
2 **LAW OFFICE OF MICHAEL A. CONGER**
3 16236 San Dieguito Road, Suite 4-14
4 **Mailing:** P.O. Box 9374
5 Rancho Santa Fe, California 92067
6 Telephone: (858) 759-0200
7 Facsimile: (858) 759-1906

FILED
CIVIL BUSINESS OFFICE
CENTRAL DIVISION
2010 MAR 29 PM 3:07
SAN DIEGO COUNTY, CA

8 Attorneys for Plaintiff San Diego Police
9 Officers Association

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN DIEGO**

12 SAN DIEGO POLICE OFFICERS
13 ASSOCIATION,)

14 Plaintiff,)

15 v.)

16 JACKSON, DeMARCO, TIDUS &
17 PECKENPAUGH, A LAW CORPORATION,
18 GREGORY GLENN PETERSEN, an individual,
19 MOHAMED ALIM AHMAD MALIK, an
20 individual, and DOES 1-50,)

21 Defendants.)

CASE NO:

37-2010-00088794-CU-PN-CTL

COMPLAINT FOR ATTORNEY
MALPRACTICE

22 1. Plaintiff San Diego Police Officers Association ("SDPOA") is a mutual benefit
23 corporation organized and doing business as a State of California sanctioned employee
24 organization representing police officers holding the rank of lieutenant and below who are
25 employed by the City of San Diego.

26 2. Defendant JACKSON, DeMARCO, TIDUS & PECKENPAUGH, A LAW
27 CORPORATION ("JDTP"), is a law firm doing business in San Diego, California, and other
28 parts of California.

3. Defendant GREGORY GLENN PETERSEN ("Petersen"), is an attorney doing
business in San Diego, California, and other parts of California.

4. Defendant MOHAMED ALIM AHMAD MALIK ("Malik"), is an attorney doing

1 business in San Diego, California, and other parts of California.

2 5. The true names or capacities, whether individual, corporate, associate, or
3 otherwise, of defendants DOES 1 to 50, inclusive, are unknown to plaintiff, who therefore sues
4 said defendants by such fictitious names.

5 6. Plaintiff is informed and believes and thereon alleges that the defendants
6 designated herein as a DOES are responsible in some manner for the events and happenings
7 herein referred to, and caused injury and damages proximately thereby to plaintiff as herein
8 alleged. Plaintiff will seek leave of court to amend this complaint to set forth the true names and
9 capacities of such named defendants when their identities become known to it.

10 7. Plaintiff is informed and believe and thereon allege that each defendant named in
11 this action, including DOE defendants, at all relevant times, was the agent, ostensible agent,
12 servant, employee, representative, assistant, joint venturer, and/or co-conspirator of each of the
13 other defendants, and was at all times acting within the course and scope of his, her, or its
14 authority as agent, ostensible agent, servant, employee, representative, joint venturer, and/or
15 co-conspirator, and with the same authorization, consent, permission or ratification of each of the
16 other defendants.

17 **CAUSE OF ACTION**
18 **FOR ATTORNEY MALPRACTICE**
19 **(Against All Defendants)**

20 8. The SDPOA restates the previous seven paragraphs of this complaint as if fully
21 set forth here.

22 9. From 2005 through late 2009, the defendant attorneys represented the SDPOA in
23 several litigation matters, including *SDPOA v. Aguirre, et al.*, and *McGuigan v. City of San*
24 *Diego, et al.*

25 10. Defendants owed a duty to the SDPOA to use skill, prudence, and diligence as
26 members of the legal profession commonly possess and exercise.

27 11. Defendants breached their duty to the SDPOA by, among other things:

28 (a) maintaining and losing numerous objectively frivolous claims;

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- (b) failing to present sufficient evidence to prevail on the retiree health claim in *SDPOA v. Aguirre, et al.*, although such evidence existed, resulting in a reduction of retiree health benefits to SDPOA members;
- (c) failing to perform as promised, despite numerous guarantees of success which were not fulfilled;
- (d) failing to obtain a retention agreement with the SDPOA in violation of Business and Professions Code section 6148;
- (e) charging the SDPOA unreasonable fees in violation of rule 4-200 of the Rules of Professional Conduct;
- (f) failing to communicate several written settlement offers in violation of rule 3-510(A)(2) of the Rules of Professional Conduct;
- (g) failing to inform the SDPOA of Petersen's malpractice;
- (h) failing to inform the SDPOA of the benefits and costs of the litigation undertaken by defendants; and
- (i) failing to apprise he SDPOA of material developments in the litigation in violation of Business and Professions Code section 6068, and affirmatively misrepresenting the outcome of several hearings to the SDPOA.

12. As a proximate result of the conduct alleged above, the SDPOA has sustained damages, including in excess of \$ 1 million in fees and costs paid to the defendants.

WHEREFORE, plaintiff prays for judgment as follows:

1. For general damages according to proof;
2. For special damages according to proof;
3. For costs of suit herein incurred;
4. For such other and further relief as the court deems just and proper.

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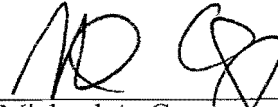
1 Dated: March 29, 2010

LAW OFFICE OF MICHAEL A. CONGER

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By:



Michael A. Conger
Attorney for Plaintiff

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Jury trial demanded.

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