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STATE BAR COURT
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9 **THE STATE BAR COURT**
10 **HEARING DEPARTMENT – LOS ANGELES**

11 In the Matter of

SBC Case No.: 23-O-30903

12 BRUCE RANDOLPH GREENE,
13 State Bar No. 71042

**RESPONDENT BRUCE R. GREENE'S
ANSWER TO NOTICE OF
DISCIPLINARY CHARGES**

14 An attorney of the State Bar.
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1 **TO THE STATE BAR OF CALIFORNIA:**

2 Pursuant to Rule 5.43 of the Rules of Procedure of the State Bar of California, Respondent Bruce
3 R. Greene (“Respondent”) answers the allegations of the Notice of Disciplinary Charges, dated
4 September 29, 2023 (“NDC”), as follows:

5 1. In responding to paragraph one of the NDC, Respondent admits that he was admitted to
6 the practice of law in the State of California on December 22, 1976, and that he has been a member of
7 the State Bar of California since that time. Respondent further alleges that he has never been subject to
8 any disciplinary proceedings prior to this subject action.

9 2. In responding to paragraph two of the NDC, Respondent objects to the allegations
10 because they are conclusory, compound and intertwined with legal conclusions. Without waiving this
11 objection, Respondent denies that he acted with any improper motive, including but not limited to a self-
12 interested and corrupt motive to financially benefit himself, his firm, and one client, Dr. Yorai Benzeevi
13 (“Dr. Benzeevi”), at the expense of another client, the Tulare Local Healthcare District d.b.a. Tulare
14 Regional Medical Center (“the District”). Respondent further denies that he interfered with the local
15 electoral process for the District's Board of Directors (“the Board”) to facilitate an unauthorized
16 purchase-leaseback transaction between the District and Celtic Leasing Corporation (“Celtic Leasing”)
17 for any reason. Respondent denies the allegation that his ongoing joint representation of the District and
18 Dr. Benzeevi and his facilitation of the Celtic Leasing transaction in favor of himself, his law firm, and
19 Dr. Benzeevi presented an actual conflict of interest against the District. Respondent further denies that
20 he facilitated the Celtic Leasing transaction in favor of himself, his law firm, and Dr. Benzeevi or anyone
21 else. Respondent denies his conduct involved moral turpitude, dishonesty, and corruption in willful
22 violation of Business and Professions Code, section 6106 and all other allegations of paragraph two.

23 Respondent further alleges that at its core, this matter arises from a political dispute between the
24 District’s current and former board members. The current Board was installed through a highly
25 motivated and effective local political action group known as Citizens for Hospital Accountability
26 (“CHA”). Once CHA took control of the District, it used its newfound political power and clout to
27 punish its political rivals by, among other things, initiating civil litigation, filing Bar complaints and
28 fomenting a criminal investigation and charges by the Tulare County District Attorney against CHA’s

1 political rivals such as Respondent and others. One of the CHA board members has even admitted to
2 perjuring himself in an attempt to blame his political opponents for his own conduct.

3 Respondent further alleges that a key player in bringing and prosecuting this action is CHA's
4 outside counsel, and former litigation counsel for the District, Michael J. Lampe.¹ Through the course
5 of the underlying political dispute, Lampe developed and demonstrated a deep-seated animus against the
6 former Board in general and Greene in particular. Lampe's central involvement in this dispute led the
7 Court to disqualify Lampe pursuant to the advocate-witness rule in a civil case he initiated against BH
8 and Greene.

9 3. In responding to paragraph three of the NDC Respondent admits only that from
10 approximately 2014 through approximately September 2017, Baker Hostetler LLP ("BH"), represented
11 Dr. Benzeevi and certain companies, including but not limited to HCCA, owned by Benzeevi.
12 Respondent admits that he was one of Dr. Benzeevi's primary contacts at BH. Prior to BH's
13 representation, the District was represented by local law firm Herr, Pedersen & Berglund ("Herr
14 Pedersen"). The allegations of paragraph three are otherwise denied.

15 4. In responding to paragraph four of the NDC, Respondent objects to the allegations
16 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding the
17 objection, Respondent admits that in or about December 2013, HCCA was selected by the Board during
18 a competitive public bidding process to manage the District. Respondent further admits that the Board
19 was comprised of five members and that the District operated a public hospital and related health care
20 facilities in Tulare County, California. The allegations of paragraph four are otherwise denied.

21 5. Respondent admits the allegations of paragraph five.

22 6. In responding to paragraph six of the NDC, Respondent objects to the allegations because
23 they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
24 objections, Respondent admits that in or about May 2015, BH was retained by HCCA to serve as counsel
25 for the District in several different matters. Respondent denies that he or BH acted in a general counsel
26 capacity. At or near the time that HCCA terminated Herr Pedersen, HCCA retained several different law
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28 ¹ It is Respondent's understanding that attorney Michael Lampe is the complainant in this action.

1 firms to handle the District's legal work on specialized issues. The District retained BH to advise it
2 regarding board operating issues, among other things. Respondent further admits that HCCA was granted
3 authorization to hire legal counsel for the district by a resolution passed by the Board on or about May
4 6, 2015. Respondent admits it provided HCCA and the District with conflict waivers for the
5 representation which speak for themselves and are not fully set forth in Paragraph six of the NDC. The
6 allegations of paragraph six are otherwise denied.

7 7. In responding to paragraph seven of the NDC, Respondent objects to the allegations
8 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
9 objections, Respondent admits that in or about September 2016, the Board was comprised of the
10 following members: Chair Sherrie Bell ("Bell"), Laura Gadke ("Gadke"), Dr. Parmod Kumar ("Dr.
11 Kumar"), Richard Torrez ("Torrez"), and Linda Wilbourn ("Wilbourn"). The allegations of Paragraph
12 seven are otherwise denied.

13 8. Respondent admits the allegations of paragraph eight of the NDC.

14 9. In responding to paragraph nine of the NDC, Respondent objects to the allegations
15 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
16 objections, Respondent admits that, in or about November 2016, during the regular election cycle, the
17 electorate voted to unseat board members Bell and Gadke and replace them with board members Kevin
18 Northcraft ("Northcraft") and Mike Jamaica ("Jamaica"). The allegations of Paragraph nine are otherwise
19 denied.

20 10. Respondent admits the allegations of paragraph ten of the NDC.

21 11. In responding to paragraph eleven of the NDC, Respondent objects to the allegations
22 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
23 objections, Respondent admits only that at some point in 2017, BH was owed approximately one million
24 dollars in outstanding legal fees arising out its representation of the District. The District never owed
25 any legal fees directly to Respondent. The allegations of paragraph eleven are otherwise denied.

26 12. In responding to paragraph twelve of the NDC, Respondent objects to the allegations
27 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
28 objections, Respondent admits only that in or around June 2017, respondent was lawfully directed by

1 the Board to prepare Resolution 852 to place before the Board for a vote. Resolution 852 was intended
2 provide HCCA with the authority to seek out a loan of up to \$22 million for "payment of operating
3 expenses of the hospital, repayment of debt, payment of ongoing costs of construction for the Tower
4 project, and for other Hospital purposes". The allegations of paragraph twelve are otherwise denied.

5 13. Respondent admits the allegations of paragraph thirteen of the NDC.

6 14. In responding to paragraph fourteen of the NDC, Respondent objects to the allegations
7 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
8 objections, Respondent admits only that on or about July 11, 2017, a special recall election was held,
9 and the electorate recalled Dr. Kumar from the Board and elected Senovia Gutierrez ("Gutierrez") to
10 replace him. The allegations of paragraph fourteen are otherwise denied.

11 15. In responding to paragraph fifteen of the NDC, Respondent objects to the allegations
12 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
13 objections, Respondent admits only that on July 25, 2017, the Tulare County Registrar of Voters certified
14 Gutierrez as the winner of the recall election and then subsequently back-dated the certificate to July 21,
15 2017. The allegations of paragraph fifteen are otherwise denied.

16 16. In responding to paragraph sixteen of the NDC, Respondent objects to the allegations
17 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
18 objections, Respondent admits only that in July 2017, a ceremony was held before a Tulare County
19 Superior Court judge without proper notice to the public and without all Board members present. The
20 allegations of paragraph sixteen are otherwise denied.

21 17. In responding to paragraph seventeen of the NDC, Respondent objects to the allegations
22 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
23 objections, Respondent admits only that on July 25, 2017, the Tulare County Registrar of Voters
24 prepared a letter which was provided to the Board on July 26, 2017 confirming Gutierrez's election to
25 the Board, enclosing a Certified Statement of Vote, and requesting that the Board put the Certified
26 Statement of Vote on the agenda for its next regularly scheduled meeting to comply with its obligation
27 to declare Gutierrez elected to the Board. Respondent further alleges that on July 17, 2017, attorney
28 Joseph Soares wrote to Emily Oliveira, Deputy Elections Supervisor for the County of Tulare, and asked

1 for clarification on when an elected candidate is “qualified” to take office pursuant to the Elections Code.
2 On July 18, 2017, the Registrar of Voters, Michele Baldwin, provided Soares and Dennis Mederos
3 (Gutierrez’s then attorney) clarification on when a candidate is qualified to take office. The Registrar
4 stated the District’s governing board determines when a new board member is seated.

5 At 4:55 p.m. on July 21, Mederos notified the Registrar that the Certificate incorrectly stated the
6 election was held on July 7, 2017, instead of July 11, 2017. At 8:27 p.m. that evening, the Registrar
7 replied she was out of town until July 25, 2017, and would provide a corrected certificate when she
8 returned. On July 25, the Registrar signed a Certificate stating the correct election date. However, the
9 Registrar incorrectly dated the Certificate as being signed on July 21, not July 25. The District did not
10 actually receive the real certificate until July 26, 2017, just hours before its regularly scheduled meeting.

11 Respondent’s good-faith understanding is that the Brown Act requires that the Board can only
12 transact or discuss business placed on an agenda which must be posted publicly at least 72 hours before
13 the meeting. The District cannot take action on any item not appearing on the publicly posted agenda.
14 Thus, for the July 26, 2017 meeting, the agenda had to be posted by July 23. However, at that time,
15 neither the backdated certificate nor the oath of office had been signed nor had the Registrar of Voters
16 certified the winner of the election to the Board. As a result, the body of the agenda did not include any
17 action to declare Gutierrez a Board Member. The allegations of paragraph seventeen are otherwise
18 denied.

19 18. In responding to paragraph eighteen of the NDC, Respondent objects to the allegations
20 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
21 objections, Respondent admits a Board meeting was scheduled for July 26, 2017. Respondent further
22 alleges that the Board must have at least three members present to constitute a quorum and conduct
23 business. On July 26, 2017, three undisputed board members, Wilborn, Torrez, and Jamaica, came to the
24 meeting. Gutierrez attended the meeting, but the propriety of seating her pursuant to the governing
25 provision of the Elections Code section 15400 was disputed.

26 Before the meeting started, Jamaica’s attorney, Michael Lampe, instructed Jamaica to leave the
27 meeting. Lampe alone gave Jamaica this advice, he did not consult with anyone else prior to providing
28 this advice. Jamaica followed the instruction and left, leaving Wilbourn and Torrez, the only Board

1 Members in attendance, at the meeting. Wilbourn subsequently attempted to invite statements from
2 attorneys for the District and Gutierrez regarding seating Gutierrez. Lampe prevented this public
3 discourse from happening. He interrupted Wilbourn and argued that the meeting could not go forward
4 with only two Board members. Lampe and Jamaica thus knowingly and intentionally ensured that the
5 scheduled board meeting did not occur due to a lack of a quorum. Lampe has confirmed under oath that
6 he was the person instructing Jamaica to leave the room to disrupt the meeting. The allegations of
7 paragraph eighteen are otherwise denied.

8 19. In responding to paragraph nineteen of the NDC, Respondent objects to the allegations
9 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
10 objections, Respondent admits only that on July 27, 2017, and subsequently on August 9, 2017,
11 Northcraft, Jamaica, and Gutierrez purported to notice and hold special board meetings. Respondent
12 further alleges, on information and belief, that the so-called special Board meetings violated the Brown
13 Act for failure to give proper public notice of the purported meetings and for a lack of quorum to hold
14 the above-referenced meetings. The allegations of paragraph nineteen are otherwise denied.

15 20. In responding to paragraph twenty of the NDC, Respondent objects to the allegations
16 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
17 objections, Respondent admits only that on or about August 22, 2017, respondent was advised that Celtic
18 Leasing had cold-called Alan Germany and proposed a transaction in which it would purchase medical
19 equipment owned by the District for \$3,000,000, and would then lease that equipment back to the District
20 for a monthly payment. The allegations of paragraph twenty are otherwise denied.

21 21. Respondent denies the allegations of paragraph twenty-one and specifically denies that
22 he interfered with the regular board meeting which was scheduled for the evening of August 23, 2017.
23 Respondent alleges that on August 23, 2017, Wilbourn sent a letter to Respondent stating that she was
24 resigning from the board effective noon that day, because she was moving from the District. At
25 approximately 3 p.m. that day, Respondent forwarded Wilbourn's letter to Northcraft, Jamaica, and
26 Torrez and advised them that the meeting that evening could not go forward since there would not be a
27 quorum without Wilbourn. This calculation was an error by Respondent, who had miscalculated the
28 number of directors which would constitute a quorum if Wilbourn resigned. However, Wilbourn texted

1 Respondent shortly thereafter (which was less than an hour before the meeting was to start) clarifying
2 that her resignation was not to be effective until the following day, August 24, 2017, and confirmed that
3 she would not be attending the meeting that evening. Respondent immediately reported Wilbourn's text
4 message to the board and advised that there would not be a quorum given that Wilbourn remained a
5 board member and would not be present. There was no time for Respondent to determine if Wilbourn's
6 clarification of her intended resignation date was legally effective. Nevertheless, Respondent's actions
7 which preceded the meeting were not material. If the text from Wilbourn was legally effective, then in
8 fact there was no quorum for the scheduled meeting. But assuming for the sake of argument that the text
9 was not legally effective, then there was a quorum present (Northcraft and Jamaica would then constitute
10 a quorum). In fact, Northcraft and Jamaica proceeded to hold the meeting as if there was a quorum.
11 However, the record of that meeting shows that no action was taken to declare Gutierrez a member of
12 the board (even though this item was on the legitimately posted agenda). Moreover, the actions of the
13 two directors to terminate BH and to rescind Resolutions 851 and 852 were not taken in open session,
14 and were not on the agenda, therefore any attempt to take those actions in closed session would have
15 been unlawful and Brown Act violations. Respondent never contested the validity of the August 23,
16 2017 meeting. However, Respondent believed in good faith that even if the meeting was valid,
17 nevertheless lawful actions were taken by the board at that meeting.

18 22. In responding to paragraph twenty-two of the NDC, Respondent objects to the allegations
19 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
20 objections, Respondent admits only that he signed an opinion letter for the Celtic loan transaction on or
21 about Aug 28, 2017. The content of the opinion letter speaks for itself. Respondent specifically denies
22 the remaining allegations of paragraph twenty-two, including the allegations that BH had been lawfully
23 terminated as the District's counsel at that time, that Respondent knew that the business transaction was
24 harmful to the District, or that the business transaction would materially benefit Benzeevi, Respondent
25 or BH. Respondent alleges that no valid board meetings occurred on either July 26, 2017 or August 9,
26 2017, among other things, because the meetings were not called by the requisite number of board
27 members and notices of the meetings were not posted as required by law. Further, as noted in paragraph
28 twenty-one above, no actions were taken to declare Gutierrez a board member at the August 23, 2017

1 meeting, and the purported actions taken at that meeting to terminate BH and rescind the two Resolutions
2 were invalid and unlawful. In fact, it was not until September 27, 2017, that Gutierrez was lawfully
3 declared a board member pursuant to Elections Code section 15400 and seated as a director. Once
4 Gutierrez was seated, among other things, the board may have rescinded Resolutions 851 and 852, but
5 that had no effect on the Celtic opinion since the loan had already closed, and the board may have voted
6 to terminate BH as its counsel, which was a meaningless act since BH had already resigned as District
7 counsel.

8 23. In responding to paragraph twenty-three of the NDC, Respondent objects to the
9 allegations because they are conclusory, compound and intertwined with legal conclusions.
10 Notwithstanding these objections, Respondent admits only that on August 24, 2017, pursuant to a
11 previously passed lawful Resolution by the Board in June 2017 (Resolution 852), HCCA closed a loan
12 with Celtic Leasing Corp. for \$3 million secured by the District's property. The loan was funded on
13 August 31. The many other valid and lawful contractual terms in the Celtic Loan agreement speak for
14 themselves. Respondent further alleges that the hospital operated by the District was fiscally-challenged
15 at various points in time prior to the execution of the lawful contract with Celtic Leasing. The allegations
16 of paragraph twenty-three are otherwise denied.

17 24. In responding to paragraph twenty-four of the NDC, Respondent objects to the allegations
18 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
19 objections, Respondent admits only that the Celtic Leasing purchase-leaseback transaction closed on
20 August 31, 2017, and \$3,000,000 was wire transferred by Celtic Leasing to a District bank account (the
21 "TAM Account"). Respondent further alleges that he did not direct when, how or if, money would be
22 disbursed from the TAM Account or for what purpose. Respondent further alleges that he had no
23 authority whatsoever to make borrowing decisions for either the District or HCCA or any other entity.
24 The allegations of paragraph twenty-four are otherwise denied.

25 25. The allegations of paragraph twenty-five are denied.

26 26. In responding to paragraph twenty-six of the NDC, Respondent admits only that on or
27 about September 10, 2017, BH, not Respondent, was paid \$499,727.93 by HCCA which was applied to
28 reduce the lawful and undisputed amount of legal fees due and owing to BH by the District. The

1 allegations of paragraph twenty-six are otherwise denied.

2 27. In responding to paragraph twenty-seven of the NDC, Respondent admits only that on or
3 about September 14, 2017, BH was paid an additional \$10,000 which was applied to reduce the lawful
4 and undisputed amount of legal fees that the District continued to owe to BH after the payment in
5 paragraph 26 to BH was completed. The allegations of paragraph twenty-seven are otherwise denied.

6 28. The allegations of paragraph twenty-eight are denied on information and belief.

7 29. In responding to paragraph twenty-nine of the NDC, Respondent admits only that in or
8 about September 2017, BH appeared, through an attorney but not Respondent, in Tulare County Superior
9 Court as counsel for "Richard Torrez and Real Party in Interest Baker & Hostetler and Bruce Greene"
10 in a civil action initiated by the Tualre County District Attorney captioned *The People of the State of*
11 *California v. Richard Torrez, et. al.* Tulare County Superior Court case number 271086. Respondent
12 further alleges that he submitted a declaration in that matter accurately representing to the Superior
13 Court, among other things, that:

14 "The confirmation of the results of the election by the Tulare County
15 Registrar of Voters was not certified to the Board until July 25, 2017
16 (which the Board received on July 26, 2017)." Respondent also attached
a copy of the transmittal letter from the Tulare County Registrar of Voters
(including the FedEx delivery slip) as Exhibit 'A' to his Declaration.

17 Respondent further accurately represented to the Superior Court that: "The
18 Tulare County Registrar of Voters stated in her letter as follows: 'Per
19 Elections Code 15400, the governing body shall declare elected or
20 nominated to each office voted on at each election under its jurisdiction
the person bearing the highest number of votes for that office. **Therefore,
21 please place the Certified Statement of Vote on the agenda for your
next regularly scheduled meeting of the Tulare Local Healthcare
District**'." [Emphasis added.]

22 The allegations of paragraph twenty-nine are otherwise denied.

23 30. In responding to paragraph thirty of the NDC, Respondent objects to the allegations
24 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
25 objections, Respondent admits only that on or about September 26, 2017, BH resigned as the District's
26 counsel. The allegations of paragraph thirty are otherwise denied.

27 **COUNT ONE**
28 **Case No. 20-O-05338**
Former Rules of Professional Conduct, rule 3-310(C)(2)
[Actual Conflict in Southern Inyo Transaction — Representing Multiple Clients]

1 31. The Responding Party hereby incorporates his response to Paragraphs three through thirty
2 above by reference.

3 32. In responding to paragraph thirty-two of the NDC, Respondent objects to the allegations
4 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
5 objections, Respondent admits only that if monies were loaned to Southern Inyo Healthcare District, that
6 such loan occurred without consultation with Respondent. The allegations of paragraph thirty-two are
7 otherwise denied on information and belief.

8 33. In responding to paragraph thirty-three of the NDC, Respondent objects to the allegations
9 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
10 objections, Respondent admits only the terms of District's bylaws and the Management Services
11 Agreement ("MSA") in place between HCCA and the District at that time speak for themselves.
12 Respondent further alleges that the negotiations between the District and HCCA over the terms of the
13 MSA and related documents consumed six weeks in 2014 and were "arms-length" negotiations. The law
14 firm Herr Pedersen represented the District in these negotiations and HCCA was represented by BH.
15 Respondent further alleges that the MSA was executed on May 29, 2014 and was unanimously approved
16 by the Board. The allegations of paragraph thirty-three are otherwise denied.

17 34. In responding to paragraph thirty-four of the NDC, Respondent objects to the allegations
18 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
19 objections, Respondent denies the allegations of paragraph thirty-four on information and belief.

20 35. In responding to paragraph twenty-four of the NDC, Respondent objects to the allegations
21 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
22 objections, Respondent denies the allegations of paragraph thirty-five on information and belief.

23 36. Respondent denies the allegations of paragraph thirty-six.

24 37. In responding to paragraph thirty-seven of the NDC, Respondent objects to the allegations
25 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
26 objections, Respondent denies the allegations of paragraph thirty-seven.

27 38. In responding to paragraph thirty-eight of the NDC, Respondent objects to the allegations
28 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these

1 objections, Respondent denies the allegations of paragraph thirty-eight.

2 39. In responding to paragraph thirty-nine of the NDC, Respondent objects to the allegations
3 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
4 objections, Respondent denies the allegations of paragraph thirty-nine.

5 **COUNT TWO**
6 **Case No. 20-O-05338**
7 **Former Rules of Professional Conduct, rule 3-310(C)(2)**
8 **[Actual Conflict in Drafting Resolution 853 — Representing Multiple Clients]**

9 40. The Responding Party hereby incorporates his response to Paragraphs three through thirty
10 above by reference.

11 41. In responding to paragraph forty-one of the NDC, Respondent objects to the allegations
12 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
13 objections, Respondent denies the allegations of paragraph forty-one.

14 42. In responding to paragraph forty-two of the NDC, Respondent objects to the allegations
15 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
16 objections, Respondent denies the allegations of paragraph forty-two.

17 43. In responding to paragraph forty-three of the NDC, Respondent objects to the allegations
18 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
19 objections, Respondent admits only that multiple conflict waivers were executed by both HCCA and the
20 District. Respondent further alleges that he had no knowledge of the Celtic transaction in June 20, 2017
21 because that was more than more month before Celtic “cold-called” Alan Germany to propose the
22 transaction for the very first time. The allegations of paragraph forty-three are otherwise denied.

23 44. In responding to paragraph forty-four of the NDC, Respondent objects to the allegations
24 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
25 objections, Respondent denies the allegations of paragraph forty-four.

26 **COUNT THREE**
27 **Case No. 20-O-05338**
28 **Former Rules of Professional Conduct, rule 3-310(C)(2)**
[Actual Conflict in Drafting and Presenting Resolution 852 —
Continuing to Represent Multiple Clients]

45. The Responding Party hereby incorporates his response to Paragraphs three through thirty

1 above by reference.

2 46. In responding to paragraph forty-six of the NDC, Respondent objects to the allegations
3 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
4 objections, Respondent denies the allegations of paragraph forty-six.

5 47. In responding to paragraph forty-seven of the NDC, Respondent objects to the allegations
6 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
7 objections, Respondent admits that as of June 20, 2017, BH represented the District, Dr. Benzeevi and
8 HCCA. Respondent further admits that the language of Resolution 852, lawfully passed by the Board
9 during a public hearing, speaks for itself. Respondent additionally alleges that Northcraft, Jamaica, and
10 CHA unsuccessfully opposed Resolution 852 in June 2017 which was intended to give HCCA authority
11 to seek out a loan of up to \$22 million for "payment of operating expenses of the hospital, repayment of
12 debt, payment of ongoing costs of construction for the Tower project, and for other Hospital purposes".
13 The remaining allegations of paragraph forty-seven are otherwise denied.

14 48. In responding to paragraph forty-eight of the NDC, Respondent objects to the allegations
15 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
16 objections, Respondent denies the allegations of paragraph forty-eight.

17 49. In responding to paragraph forty-nine of the NDC, Respondent objects to the allegations
18 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
19 objections, Respondent admits that as of June 20, 2017, BH continued representation of both the District,
20 Dr. Benzeezi and HCCA. The remaining allegations of paragraph forty-nine are otherwise denied.

21 **COUNT FOUR**
22 **Case No. 20-O-05338**
23 **Former Rules of Professional Conduct, rule 3-310(B)(4)**
24 **[Actual Conflict — Respondent's Personal, Professional, and Financial Interest**
25 **Interest in Subject Matter]**

26 50. The Responding Party hereby incorporates his response to Paragraphs three through thirty
27 above by reference.

28 51. Respondent denies the allegations of paragraph fifty-one.

52. Respondent denies the allegations of paragraph fifty-two.

53. In responding to paragraph fifty-three of the NDC, Respondent objects to the allegations

1 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
2 objections, Respondent admits only that the terms Resolution 852, lawfully passed by the Board at a
3 public meeting, speak for themselves. The remaining allegations of paragraph fifty-three are otherwise
4 denied.

5 54. In responding to paragraph fifty-four of the NDC, Respondent objects to the allegations
6 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
7 objections, Respondent denies the allegations of paragraph fifty-four.

8 **COUNT FIVE**
9 **Case No. 20-O-05338**
10 **Business and Professions Code, section 6106**
11 **[Moral Turpitude — Deceptive and Oppressive Acts in Preventing the**
12 **Seating of a Duly Elected Board Member]**

13 55. Respondent hereby incorporates his response to Paragraphs three through thirty above by
14 reference.

15 56. Respondent denies the allegations of paragraph fifty-six.

16 57. In responding to paragraph fifty-seven of the NDC, Respondent objects to the allegations
17 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
18 objections, Respondent admits only that he discussed Election Code section 15400 with attorney Cary
19 Davidson ("Davidson"). The allegations of paragraph fifty-seven are otherwise denied.

20 58. In responding to paragraph fifty-eight of the NDC, Respondent objects to the allegations
21 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
22 objections, Respondent admits only that he discussed Election Code section 15400 with attorney Cary
23 Davidson ("Davidson"). Respondent further alleges that at all times he believed in good faith that
24 Election Code section 15400 et. al. required the Board to affirmatively declare Gutierrez was a duly-
25 elected director. Election Code section 15400 states:

26 The governing body shall declare elected or nominated to each office
27 voted on at each election under its jurisdiction the person having the
28 highest number of votes for that office, or who was elected or nominated
under the exceptions noted in Section 15452. The governing board shall
also declare the results of each election under its jurisdiction as to each
measure voted on at the election.

Respondent further alleges that attorney Davidson told him that the Elections Code was arcane

1 and confusing but that the Board was required to comply with the requirements of Election Code section
2 15400. The Tulare County Registrar of Voters also unequivocally stated in its letter after the election
3 that compliance with Elections Code section 15400 was required as follows:

4 Per Elections Code 15400, the governing body shall declare elected or
5 nominated to each office voted on at each election under its jurisdiction
6 the person bearing the highest number of votes for that office. **Therefore,**
7 **please place the Certified Statement of Vote on the agenda for your**
8 **next regularly scheduled meeting of the Tulare Local Healthcare**
9 **District.** [Emphasis added.]

10 The allegations of paragraph fifty-eight are otherwise denied.

11 59. Respondent admits only that he had several communications with Board members about
12 Gutierrez. The allegations of paragraph fifty-nine are otherwise denied.

13 60. Respondent admits only that he had several communications with Board members about
14 Gutierrez. The allegations of paragraph sixty are otherwise denied.

15 61. Respondent admits only that he had several communications with Board members about
16 Gutierrez. The allegations of paragraph sixty-one are otherwise denied.

17 62. In responding to paragraph sixty-two of the NDC, Respondent objects to the allegations
18 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
19 objections, Respondent admits only that he had a good-faith disagreement with McCormick Barstow,
20 LLP's ("McCormick") stated position with respect to the legal requirement of seating Gutierrez as a
21 board member. The allegations of paragraph sixty-two are otherwise denied.

22 63. In responding to paragraph sixty-three of the NDC, Respondent objects to the allegations
23 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
24 objections, Respondent admits only that he disagreed with McCormick Barstow, LLP ("McCormick")
25 stated position with respect to the seating of Gutierrez. The allegations of paragraph sixty-three are
26 otherwise denied.

27 64. In responding to paragraph sixty-four of the NDC, Respondent admits only that he
28 directed an associate at BH to conduct legal research into issues surrounding the seating of Gutierrez.
The allegations of paragraph sixty-four are otherwise denied.

 65. In responding to paragraph sixty-five of the NDC, Respondent objects to the allegations

1 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
2 objections, Respondent admits only that the associate reported the results of his research to Respondent.
3 Respondent further alleges that he, in good-faith, reasonably disagreed with the legal conclusions
4 presented in the associate's report. The allegations of paragraph sixty-five are otherwise denied.

5 66. In responding to paragraph sixty-six of the NDC, Respondent objects to the allegations
6 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
7 objections, Respondent admits only that attorney Michael Allan ("Allan") was retained to write an
8 opinion letter regarding, among other things, "whether the candidate elected to replace a sitting director
9 removed through the recall process may be considered as having commenced her term of office." The
10 allegations of paragraph sixty-six are otherwise denied.

11 67. Respondent denies the allegations of paragraph sixty-seven of the NDC.

12 68. Respondent denies the allegations of paragraph sixty-eight of the NDC and the sub-
13 allegations as follows:

14 (A) Respondent denies the allegations of paragraph 68(A) of the NDC.

15 (B) Respondent denies the allegations of paragraph 68(B) of the NDC.

16 (C) Respondent denies the allegations of paragraph 68(C) of the NDC.

17 Respondent further alleges that Wilbourn has previously testified under
18 oath that the decision not to seat Gutierrez was her decision, not
19 Respondent's decision:

20 Q. You never spoke to Bruce Greene about this matter?

21 A. **No. This was my decision**, and my decision was to seat her at the
22 table with her instruction as—that she was not going to be a seated board
23 member that night, but I wanted her to sit at the table so that she would
24 not feel uninvited. **I had no problem with the election, no problem
with the fact that she won. She won. The problem was, we could not
ratify the election for her to be seated.** [Emphasis added.]

25 (D) Respondent denies the allegations of paragraph 68(D) of the NDC.

26 (E) Respondent denies the allegations of paragraph 68(E) of the NDC
27 and its sub-allegations as follows:

28 a. Respondent denies the allegations of paragraph 68(E)(a) of

1 the NDC.

2 b. Respondent denies the allegations of paragraph 68(E)(b) of
3 the NDC.

4 (F) Respondent denies the allegations of paragraph 68(F) of the NDC.

5 (G) Respondent denies the allegations of paragraph 68(G) of the NDC.

6 69. In responding to paragraph sixty-nine of the NDC, Respondent objects to the allegations
7 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
8 objections, Respondent denies the allegations of paragraph sixty-nine.

9 70. In responding to paragraph seventy of the NDC, Respondent objects to the allegations
10 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
11 objections, Respondent denies the allegations of paragraph seventy of the NDC.

12 **COUNT SIX**
13 **Case No. 20-O-05338**
14 **Business and Professions Code, section 6106**
15 **[Moral Turpitude — Deceptive and Oppressive Acts in the**
16 **Facilitation of a Purchase-Leaseback Transaction]**

17 71. The Responding Party hereby incorporates his response to Paragraphs three through thirty
18 and fifty-seven through sixty-eight above by reference.

19 72. Respondent denies the allegations of paragraph seventy-two of the NDC and the sub-
20 allegations as follows:

21 (A) Respondent denies the allegations in paragraph 72(A) of the NDC.

22 (B) Respondent denies the allegations in paragraph 72(B) of the NDC.

23 (C) Respondent admits only that on or about September 10 and 14,
24 2017, BH accepted payments of legal fees in the amounts of \$499,727.93
25 (which was paid by HCCA but applied against the amount owed by the
26 District) and \$10,000 received from the District. The allegations of
27 paragraph 72(C) are otherwise denied.

28 (D) In responding to paragraph 72(D) of the NDC, Respondent objects
to the allegations because they are conclusory, compound and intertwined
with legal conclusions. Notwithstanding these objections, Respondent

1 denies the allegations of paragraph 72(D).

2 73. Respondent denies the allegations of paragraph seventy-three of the NDC.

3 74. Respondent denies the allegations of paragraph seventy-four of the NDC.

4 **COUNT SEVEN**

5 **Case No. 20-O-05338**

6 **Business and Professions Code, section 6106**
7 **[Moral Turpitude — Breach of Duty of Loyalty]**

8 75. The Responding Party hereby incorporates his response to Paragraphs three through thirty
9 and fifty-seven through sixty-eight, and seventy-two above by reference.

10 76. Respondent denies the allegations of paragraph seventy-six of the NDC.

11 77. Respondent denies the allegations of paragraph seventy-seven of the NDC.

12 **COUNT EIGHT**

13 **Case No. 20-O-05338**

14 **Business and Professions Code, section 6106**
15 **[Moral Turpitude — Corruption]**

16 78. The Responding Party hereby incorporates his response to Paragraphs three through thirty
17 and fifty-seven through sixty-eight, and seventy-two above by reference.

18 79. In responding to paragraph seventy-nine of the NDC, Respondent objects to the
19 allegations because they are conclusory, compound and intertwined with legal conclusions.
20 Notwithstanding these objections, Respondent denies the allegations of paragraph seventy-nine.

21 80. In responding to paragraph eighty of the NDC, Respondent objects to the allegations
22 because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
23 objections, Respondent denies the allegations of paragraph eighty.

24 **COUNT NINE**

25 **Case No. 20-O-05338**

26 **Business and Professions Code, section 6068(d)**
27 **[Seeking to Mislead a Judge]**

28 81. The Responding Party hereby incorporates his response to Paragraphs three through thirty
and fifty-seven through sixty-eight, and seventy-two above by reference.

82. In responding to paragraph eighty-two of the NDC, Respondent objects to the allegations
because they are conclusory, compound and intertwined with legal conclusions. Notwithstanding these
objections, Respondent admits only that BH filed a declaration he executed on or about September 15,

1 2017. Respondent otherwise denies the allegations of paragraph eighty-two.

2 **FIRST AFFIRMATIVE DEFENSE**

3 (Failure to State Sufficient Facts)

4 83. The NDC, and each of its purported counts, fails to state, by clear and convincing
5 evidence, that there are sufficient facts to provide a basis for discipline. Respondent alleges that the
6 NDC, and each Count or allegation contained therein, fails to state facts sufficient to constitute any
7 offense subject to discipline.

8 **SECOND AFFIRMATIVE DEFENSE**

9 (Statute of Limitations)

10 84. Respondent is informed and believes and thereon alleges that the NDC, and each count
11 therein, is barred by the applicable statute of limitations stated in Rule 5.21 of the Rules of Procedure of
12 the State Bar of California.

13 **THIRD AFFIRMATIVE DEFENSE**

14 (Duplicative Charges)

15 85. The Notice of Disciplinary Charges contains inappropriate, unnecessary, and immaterial
16 duplicative charges. (*Bates v. State Bar* (1990) 51 Cal.3rd 1056, 1060; *In the Matter of Lilley* (Rev.
17 Dept. 1991) 1 Cal. SB Ct. Rptr. 476, 585.)

18 **FOURTH AFFIRMATIVE DEFENSE**

19 (Lack of Materiality)

20 86. The facts on which some or all of the Notice of Disciplinary Charges are based allege
21 immaterial or irrelevant omissions or statements that do not constitute "misrepresentations" or
22 "concealment."

23 **FIFTH AFFIRMATIVE DEFENSE**

24 (Charges Do Not Constitute Willful Misconduct)

25 87. The facts on which some or all of the counts in the NDC are based, to the extent
26 Respondent's assertions were incorrect at all, constitute mistake, inadvertence, neglect, or error, and do
27 not rise to the level of willful misconduct nor gross negligence.

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SIXTH AFFIRMATIVE DEFENSE

(No Prior Discipline)

88. Prior to the conduct alleged in the NDC, Respondent practiced law for more than 35 years with no record of discipline. If and to the extent Respondent receives discipline for the conduct alleged in the NDC, mitigation credit should be applied under Rule 1.6(a) of the State Bar Rules of Procedure.

SEVENTH AFFIRMATIVE DEFENSE

(Good Character)

89. Respondent exhibits exemplary good character, as will be attested to in the course of this proceeding by a wide range of references in the legal and general communities. If and to the extent Respondent is disciplined for the conduct alleged in the NDC, mitigation credit should be applied under Rule 1.6(f) of the State Bar Rules of Procedure.

EIGHTH AFFIRMATIVE DEFENSE

(Remoteness in Time/Subsequent Rehabilitation)

90. In the six years that have elapsed since the time of the conduct alleged in the NDC, Respondent has practiced law without incident. If and to the extent Respondent is disciplined for the conduct alleged in the NDC, mitigation credit should be applied under Rule 1.6(h) of the State Bar Rules of Procedure.

NINTH AFFIRMATIVE DEFENSE

(Violation of U.S. and California Constitutions' Freedoms of Speech, Association, and Political Affiliation)

91. The California Bar lacks jurisdiction over the conduct of the Respondent referred to in the Charges because the First Amendment and its California counterpart provide absolute protection for political speech and legal opinion given in good faith on a matter of public importance.

TENTH AFFIRMATIVE DEFENSE

(Violation of U.S. Constitution, Right to Petition Government for Redress of Grievances)

92. The First Amendment to the U.S. Constitution guarantees the right to petition the government for redress of grievances. Respondent's action in litigating election disputes on behalf of his client, and in speaking about requirements to seat Ms. Gutierrez fall squarely within the right to

1 petition protected by the First Amendment.

2 **ELEVENTH AFFIRMATIVE DEFENSE**

3 (Violation of U.S. Constitution, Due Process)

4 93. Due process rights are violated if an attorney's presentation of a defense would require
5 that attorney to disclose confidential information subject to attorney-client privilege. (*Reilly v.*
6 *Greenwald & Hoffman, LLP* (App. 4 Dist. 2011) 196 Cal.App.4th 891.)

7 **TWELFTH AFFIRMATIVE DEFENSE**

8 (Abatement Pursuant to SB 5.50(B))

9 94. This matter must be abated given the pending criminal action in Tulare County, *People*
10 *v. Greene* Superior Court case number VCF401053 A-C pursuant to State Bar Rule of Procedure 5.50.

11 **THIRTEENTH AFFIRMATIVE DEFENSE**

12 (Violation of 5th Amendment of the U.S. Constitution)

13 95. The 5th Amendment of the United States Constitution affords Respondent the right not
14 to testify against himself. The NDC places Respondent is at risk that his testimony in this proceeding
15 will be used against him in other proceedings; that risk is prohibited by the 5th Amendment.

16 WHEREFORE, Respondent prays that the Court find that Respondent did not commit acts
17 constituting professional misconduct, and that the Notice of Disciplinary Charges be dismissed.

18 DATED: October 19, 2023

19
20
21 By /s/ Harlan B. Watkins
22 Harlan B. Watkins
23 Attorneys for RESPONDENT
24 BRUCE GREENE, ESQ.

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28
HBW.4728483.docx

1 **CERTIFICATE OF SERVICE**

2 I, Alice Kay, declare:

3 I am a citizen of the United States, am over the age of eighteen years, and am not a party to or
4 interested in the within entitled cause. My business address is 580 California Street, Suite 1100, San
5 Francisco, California 94104.

6 On October 19, 2023, I served the following document(s) on the parties in the within action:

7 **RESPONDENT BRUCE R. GREENE’S ANSWER TO NOTICE OF DISCIPLINARY**
8 **CHARGES**

	VIA MAIL: I am familiar with the business practice for collection and processing of mail. The above-described document(s) will be enclosed in a sealed envelope, with first class postage thereon fully prepaid, and deposited with the United States Postal Service at San Francisco, California on this date, addressed as listed below.
X	VIA E-MAIL: I attached the above-described document(s) to an e-mail message, and invoked the send command at approximately _____ AM/PM to transmit the e-mail message to the person(s) at the e-mail address(es) listed below. My email address is NDavidson@MPBF.com/
	VIA HAND: The above-described document(s) will be placed in a sealed envelope which will be hand-delivered on this same date by _____, addressed as listed below.
	VIA FACSIMILE: The above-described document was transmitted via facsimile and a copy of same was mailed on this same date to the addresses listed below.
	VIA OVERNIGHT SERVICE: The above-described document(s) will be delivered by overnight service, to the addresses listed below.
	VIA FILE & SERVE: By causing a true and correct copy thereof to be served through File & ServeXpress addressed to all parties appearing on the File & ServeXpress Serve electronic service list.

21 Scott D. Karpf
22 Sandy A. Ramirez
23 State Bar of California
24 845 South Figueroa Street
25 Los Angeles, CA 90017
26 Phone: (213) 765-1004

State Bar of California

27 E-Mail: sandy.ramirez@calbar.ca.gov
28 E-Mail: Scott.karpf@calbar.ca.gov

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I declare under penalty of perjury under the laws of the State of California that the foregoing is a true and correct statement and that this Certificate was executed on October 19, 2023.

By /s/ *Alice Kay* _____
Alice Kay