## Clifford Chance Partner Keila Ravelo Swindles Client Rowe & Commits Legal Malpractice Gary Friedman of Friedman Law Group Involved In Swindle

**In March 2005**, Leonard Rowe signed a retainer agreement with the Clifford Chance law firm to handle the appellate phase of his race discrimination and antitrust lawsuit *Rowe Entertainment*, et al. v. William Morris Agency, et al. Clifford Chance, based in London with offices in New York, is one of world's largest and richest law firms. **Clifford Chance Partner Keila Ravelo** was the lead attorney in Rowe's appeal in the Second Circuit.

**Willie Gary** had lost the Rowe case in summary judgement and told Mr. Rowe that the federal district judge was a racist and he would not appeal the case. At this time, Mr. Rowe still thought Willie Gary was a man of integrity and had no reason to believe otherwise. For that reason, it did not raise a red flag when the retainer agreement with Clifford Chance listed Willie Gary as part of the legal team. Gary supposedly would step in to handle the jury trial.

It wasn't until 2012-2013 that documents were discovered that provided irrefutable proof that Gary and his law firm defrauded Rowe and the other plaintiffs by making sure that they would lose in summary judgement. This evidence led Mr. Rowe on March 13, 2015 to file a lawsuit in U.S. District Court of Georgia charging Gary, his law firm and five of his past and present partners with racketeering, fraud, legal malpractice and unjust enrichment. When Ravelo teamed up with Gary, she and Gary knew there would be no jury trial and no appellate victory.

In December 2014, news outlets reported the federal government had charged that Keila Ravelo, and her husband Melvin Feliz, conspired with others from 2008-2014 to defraud her client Master Card and two law firms, Wilkie Farr & Gallagher and Hunton & Williams out of millions of dollars by submitting fake invoices. Ms. Ravelo had been a partner at Wilkie Farr and Hunton & Williams. What has not been reported on is the fraudulent activity of Ms. Ravelo while she was a partner at Clifford Chance.

On August 4, 2015, Rachel Abrams reported in the *New York Times* that during Wilkie Farr's internal review of Keila Ravelo's conduct in her scheme to steal millions, the firm discovered communications between her and opposing counsel in the Mastercard case, **Gary Friedman of the Friedman Law Group**, that caused a judge to reject a \$75 million class-action settlement between American Express and a group of retailers and could possibly derail a \$5.7 billion settlement between merchant plaintiffs who Friedman represented and Visa and Mastercard. Ravelo and Friedman have known each other and became friends since they worked together at a law firm as associates in the 1990s.

In the summer of 2015, Mr. Rowe received a call from a Clifford Chance employee who knew and respected him. The employee told Mr. Rowe that Keila Ravelo had been indicted for fraudulent activities and that she had also defrauded him and that he should take action to get the money back he ostensibly paid to Clifford Chance. He also learned from the employee that his case was listed by Clifford Chance as pro bono and that Ms. Ravelo should never have charged and taken \$230,000 from him, \$100,000 of which had to be paid immediately to cover printing costs in his appeals case. When a law firm lists a case as pro bono, the firm pays all litigation costs and printing and other expenses related to the case.

According to Mr. Rowe, his attorney, Ed Griffith of The Griffith Firm, wrote to Clifford Chance's Regional Managing Partner Evan Cohen on **August 3, 2015**, confident that the law firm would want to amicably resolve the injustice perpetrated against Mr. Rowe by one of its partners. He wrote: "We represent Leonard Rowe in connection with fraud and malpractice committed by your former partner, Keila Ravelo, when she represented Leonard...among other fraudulent and negligent acts, Keila charged Leonard over \$230,000 for prosecuting the appeal, even though, unbeknownst to Leonard, your firms approved the representation on a pro bono basis. We write in the hope that this matter can be resolved privately without the necessity of legal proceedings..."

Mr. Griffith also described how, in a meeting at Clifford Chance's New York office, Ms. Ravelo introduced Mr. Rowe to Gary Friedman as "a lawyer that works for Clifford Chance." Mr. Rowe was then told to pay the \$100,000 advance for printing costs and make the fee payments under the retainer agreement to Mr. Friedman. Relying on Clifford Chance's reputation for honesty and integrity, Mr. Rowe didn't question Ms.

Ravelo's instructions. Ms. Ravelo and Mr. Friedman had become criminal co-conspirators not only to defraud Mr. Rowe out of hundreds of thousands of dollars, but worse yet, upon information and belief, worked in tandem with Willie Gary to assure his appeals were derailed.

Rather than take the high road and justifiably resolve the matter and assure justice prevails, Clifford Chance turned the matter over to Bill Schwartz, a partner in the Cooley law firm. Schwartz wrote that: "Clifford Chance was unaware of Mr. Rowe's retainer agreement" with Clifford Chance and that Mr. Rowe's case "was never approved as a pro bono matter" but was "carried as a billable matter." He also stated that Clifford Chance "accrued \$267,987.50 in fees and \$11,956.27 in costs and disbursements" and added: "The firm did not pay printing costs. Ms. Ravelo never caused a bill to be generated." He also stated that when Ms. Ravelo left Clifford Chance to work for another firm, case files for Mr. Rowe were turned over to that firm at the request of Mr. Rowe and Clifford Chance "did not pursue billing and collection after Ms. Ravelo's departure. With respect to your request for documents...The firm has not reviewed its email data base for other communications, and is not inclined to do so at this time..."

**Mr. Schwartz's explanation on behalf of Clifford Chance doesn't seem to make a lot of sense.** Why would Clifford Chance not bill Mr. Rowe for the \$279,943.77 in fees and expenses allegedly owed to Clifford Chance and demand payment before they allowed his files to be transferred to another firm unless Mr. Rowe's case was listed as pro bono as confirmed by a Clifford Chance employee?

And then there is the matter of three printing bills for the printing of Mr. Rowe's "Brief For Plaintiffs-Appellants" for his appeal to the United District Court Of Appeals For The Second Circuit. Record Press printed the appeals brief. On the cover of the appeals brief, Attorneys for Plaintiffs-Appellants were listed as Clifford Chance US LLp; Keila D. Ravelo, Esq.; Wesley R. Powell, Esq.; and Valeria Calafiore, Esq. while Professor Myriam Gilles, Esq., Benjamin N. Cardozo Law School was listed Of Counsel. Professor Gilles is the wife of attorney Gary Friedman.

Record press sent three invoices totaling \$64,527.71 dated 5/31/2005 (#A67077 for \$60,975.16; #A67076 for \$556.59; #A67075 for \$2995.96) for printing and binding of Mr. Rowe's appellate briefs to: Keila Ravelo, Clifford Chance US, LLP, 31 West 52nd Street, New York, NY 10019.

The Clifford Chance employee confirmed that the firm paid Record Press for the printing of the briefs. Record Press has said those bills were paid otherwise they would have been sent to collection. In fact, when Ms. Ravelo moved to another law firm and took Mr. Rowe's case files with her, that law firm was billed for the printing of Mr. Rowe's "Reply Briefs" for his appeal before the Supreme Court. Record Press, to this day, has not received payment for those bills which total \$33,000. The "Reply Brief' bills were generated just a couple of months after the district court printing bills and were sent by Record Press to collection where they still sit. The front cover on the "Reply Briefs" list Hunton & Williams LLP; Keila Ravelo, Esq.; and Wesley Powell, Esq. as Attorneys for Plaintiff-Appellants and Professor Myriam Giles and Gary Friedman Of Counsel. Ms. Ravelo and Gary Friedman not only defrauded Mr. Rowe but also Record Press out of substantial sums of money. Whether Wesley Powell, Valeria Calafiore or Professor Gilles knew of or were involved in the fraud is unknown at this time.

Corporate Campaign Director Ray Rogers sent three letters dated <u>September 10, 2015</u>; <u>September 16, 2015</u> and <u>September 21, 2015</u> to Clifford Chance Managing Partner Matthew Layton in London and copies to Clifford Chance General Counsel and Partner James Paul and Regional Managing Partner, Americas Evan Cohen in New York City. In the September 10th letter, Mr. Rogers informed Mr. Layton:

"We are writing to you at the request of our client Leonard Rowe. His attorney, Edward Griffith, wrote your Regional Managing Partner Evan Cohen on August 3, 2015, describing how Clifford Chance's former partner Keila Ravelo committed fraud and malpractice when she represented lead plaintiff Mr. Rowe and the class of black concert promoters at the appellate phase of his racial discrimination and antitrust lawsuit...

"Clifford Chance [US] turned the matter over to the Cooley law firm, and one of its partners William Schwartz responded to Mr. Griffith's letter. Mr. Schwartz claims that Clifford Chance never approved Mr. Rowe's case as pro bono, yet they never provided the retainer agreement to Mr. Griffith and indicated that Clifford Chance

has no obligation to reimburse Mr. Rowe for the \$230,000 that was defrauded from him in 2005 plus 10 years of compounded interest.

"Mr. Rowe and my firm disagree with Mr. Schwartz's assessment in denying the pro bono status of Mr. Rowe's case. We have received irrefutable information from a reliable source that Mr. Rowe's case was recorded as pro bono by Clifford Chance. This also coincides with information that associate attorney Valerie Calafiore wrote most of the appellate brief and, one year later in 2006, won the 'Clifford Chance Pro Bono Attorney of the Year Award.' The information we received also makes clear why Mr. Rowe never received any invoices or demands for payment from Clifford Chance before allowing his case files to be transferred by Ms. Ravelo to another law firm.

"We will not be stonewalled on the issue of reimbursing Mr. Rowe immediately for the money defrauded from him by Ms. Ravelo and her co-conspirators. Events will move quickly that will publicly implicate Clifford Chance's New York Office in a scheme by its former partner Ms. Ravelo that not only defrauded Mr. Rowe out of substantial money, but far more serious, prevented justice and caused immense suffering for him, his family, other plaintiffs and a large group of African Americans that continues to this day...If an honest, ethical attorney at Clifford Chance or another law firm had handled Mr. Rowe's appeal in 2005, ten years of additional, unnecessary hardship and suffering afflicting many victims of legal malpractice, fraud and racketeering would have been avoided...

"In a recent case in the Southern District of California, United States Attorney Laura Duffy...commented on the successful prosecution of an attorney who defrauded his clients. Ms. Duffy said: 'Individuals who have suffered a personal injury should not have to worry about being victimized by their own advocate...'

"In addition to violations of the statute... [New York Judiciary Law § 487], Ms. Ravelo and/or Clifford Chance, is also in violation of the ABA Model Rules of Professional Responsibility, ABA Model Rules of Professional Conduct and the New York Rules of Professional Conduct because the firm should have, but apparently has not, reported Ms. Ravelo to the appropriate disciplinary authorities with respect to Mr. Rowe's case which is an ethical violation in and of itself..."

**Mr. Layton**, rather than taking the opportunity to live up to the high ethical standards his law firm advertises and act accordingly, instead made the decision to continue to seek cover behind the Cooley law firm and Mr. Rogers received a phone call from Bill Schwartz. After the Conversation with Mr. Schwartz, **Mr. Rogers on September 16, 2015, wrote in a letter to Mr. Layton:** 

"I am writing to you to make sure Clifford Chance is fully aware of what transpired in my 10 minute conversation today with Bill Schwartz of the Cooley law firm in efforts to acquire justice for my client Leonard Rowe.

"Mr. Schwartz continues to deny, on your and Clifford Chance's behalf, that Leonard Rowe was defrauded out of hundreds of thousands of dollars by Keila Ravelo and co-conspirators while she was a partner handling his racial discrimination and antitrust lawsuit, *Rowe Entertainment, et al. v. William Morris Agency, et al.* at the appellate phase.

"I made it clear to Mr. Schwartz that we have enough direct and circumstantial evidence to prove that: "Mr. Rowe's case was recorded internally as pro bono by Clifford Chance." That is a direct quote from a very reliable inside source. Mr. Schwartz's response that the case was not pro bono does not "pass the smell test."

"I asked questions like: "Why can't Clifford Chance produce its retainer agreement with Mr. Rowe?" "Why didn't Clifford Chance send invoices to Mr. Rowe for the hundreds of thousands of dollars owed on his case?" "Why did Clifford Chance allow Mr. Rowe's files to be transferred to another law firm without first billing and receiving payment, for services rendered and expenses incurred, from Mr. Rowe?" Another question I didn't have a chance to raise since our conversation ended rather abruptly is, "Why was Mr. Rowe instructed by Ms. Ravelo to send \$230,000 to co-conspirator attorney Gary Friedman who has been implicated with Ms. Ravelo in a number of frauds?..."

Mr. Rogers letter ended stating: "When Mr. Rowe's attorney Edward Griffith wrote Evan Cohen on August 3, 2015, we expected Clifford Chance would exhibit the highest ethical and moral standards and act fairly and responsibly in this matter. Hopefully, Mr. Layton, you will not miss the opportunity to do so."

Mr. Layton and others in the upper echelon of Clifford Chance continue to hunker down and hope the issue will go away. Their failure to act responsibly may very well lead other Clifford Chance clients to realize that they were also cheated out of money and the victims of fraud and malpractice by Clifford Chance Partner Keila Ravelo and take action against the law firm!



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