

28TH ADMIRALTY LAW INSTITUTE OF TULANE UNIVERSITY
“The Life of a Ship” (March 11-13, 2020)
McAlister Auditorium, Tulane Campus, New Orleans, LA

Professionalism Throughout the Life of a Ship

Date: March 13, 2020

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I. THE TWO CODES OF PROFESSIONALISM

A. The Recently Amended Louisiana Code of Professionalism

The Professional and Quality of Life Committee of the Louisiana State Bar Association (“LSBA”) began drafting Louisiana’s first attorney Code of Professionalism in 1991. LSBA’s House of Delegates and Board of Governors approved the first Code at its mid-year meeting the following year, and, on January 20, 1992, the Louisiana Supreme Court adopted it.

In 2017, the LSBA’s Committee on the Profession formed a sub-committee to revisit, update, and modernize the 26-year old Code of Professionalism. At the outset, the sub-committee agreed that it would not rewrite the Code and would style any additions or changes to conform with the existing language in the Code. The sub-committee conducted numerous meetings to discuss current challenges to attorneys, to the judicial system, and to the image of the legal profession. After numerous drafts, the sub-committee agreed on a final draft of an amended Code. The LSBA’s House of Delegates and Board of Governors approved the proposed amended Code at LSBA’s annual meeting in January 2018, and the Supreme Court of Louisiana adopted the amended Code of Professionalism, as written, on April 11, 2018.

The Code now, as before, represents aspirational goals for Louisiana attorneys who seek to implement and maintain standards of civility and professionalism that exceed the minimum mandated by the Louisiana Rules of Professional Conduct. A “redline” of the LSBA’s new amended Code of Professionalism is below. All new language is underlined, and any revised or updated pledges are in *italics*.

The legal profession is a learned calling. As such, lawyers should act with honesty and integrity and be mindful of our responsibility to the judicial system, the public, our colleagues, and the rule of law. We, as lawyers, should always aspire to the highest ideals of our profession.

- My word is my bond.
- I will conduct myself with honesty, dignity, civility, courtesy and fairness and will not engage in any demeaning or derogatory actions or commentary toward others.
- *I will not knowingly make statements of fact or law that are untrue or misleading and I will clearly identify for other counsel changes I have made in documents submitted to me.*
- *I will be punctual in my communication with clients, other counsel and the court. I will honor scheduled appearances and will cooperate with other counsel in all respects.*
- I will allow counsel fair opportunity to respond and will grant reasonable requests for extensions of time.
- I will not abuse or misuse the law, its procedures or the participants in the judicial process.
- *I will cooperate with counsel and the court to reduce the cost of litigation and will not file or oppose pleadings, conduct discovery or utilize any course of conduct for the purpose of undue delay or harassment of any other counsel or party.*
- *I will not engage in personal attacks on other counsel or the court or use the threat of sanctions as a litigation tactic.*
- I will support my profession's efforts to enforce its disciplinary rules and will not make unfounded allegations of unethical conduct about other counsel.
- I will work to protect and improve the image of the legal profession in the eyes of the public.
- I will endeavor to improve our system of justice.
- I will use technology, including social media, responsibly. My words and actions, no matter how conveyed, should reflect the professionalism expected of me as a lawyer.
- I will seek opportunities to be of service to the bench and bar and assist those who cannot afford legal help.
- I will be supportive of new members in the profession.
- I will stay informed about changes in the law, communication, and technology which affect the practice of law.

B. The Maritime Law Association's Code of Professional Conduct

1. I will provide the highest level of competency and efficiency in the performance of all legal services.

2. I will comply with all rules and codes of professional conduct, and respect the law and preserve the decorum and integrity of the judicial process.
 3. I will be civil and courteous to all colleagues, parties, witnesses and the courts, recognizing that effective representation is undermined by antagonistic behavior.
 4. I will keep my word in the conduct of my legal practice and treat my colleagues, parties, witnesses and the courts with respect and dignity.
 5. I will maintain the trust of my clients by keeping them well-informed and actively involved in making decisions affecting them.
 6. I will resolve all disputes expeditiously and not engage in any course of conduct which unnecessarily increases cost or delays litigation.
 7. I will engage in the discovery process, seeking an expeditious result for my client's legitimate interest, while avoiding abuse and harassment of witnesses and parties.
 8. I will contribute time and resources to pro bono activities.
 9. I will not mislead or make any misrepresentation to the court.
10. I will exemplify and instill in others the tenets of this Code of Professional Conduct.

(hereinafter "MLA CFC")

II. PROFESSIONALISM IN THE CONTEXT OF NEGOTIATING THE DOCUMENTS THAT BRING THE VESSEL INTO EXISTENCE, SUCH AS LOAN DOCUMENTS AND CONSTRUCTION CONTRACTS

A. Law is a Profession

The new preamble to the Code stresses that law is a profession and that "we, as lawyers, should always aspire to the highest ideals of our profession." The preamble identifies the core characteristics of the professional attorney as honesty and integrity and stresses the professional attorney's responsibility to, *inter alia*, colleagues and the rule of law. The new Code encourages attorneys to promote and commit to civility in their professional lives and to work to restore greater civility to the profession.¹ See also MLA CPC No. 3.

¹ Resources - Law as a Profession:

B. Cooperation

Cooperation is a new concept in the Louisiana Code of Professionalism. Attorneys must be zealous advocates for their client, and opportunities for cooperation do not always present themselves. Attorneys in adversarial situations should, however, challenge themselves to look for opportunities for cooperation, communication, and compromise and to search for creative solutions. A “scorched earth” approach in negotiations can be counter-productive as such an approach frequently diverts attorneys’ time, energy, and focus away from the issues that really matter to their clients and, ultimately, costs their clients money. In transactional matters, adversaries who are pushed too hard may refuse to agree to deal points “on principle” despite the fact that such concessions may cost the party nothing and create goodwill which will facilitate deal closing.² See also MLA CPC Nos. 6 and 7.

III. **PROFESSIONALISM IN THE CONTEXT OF LITIGATING DISPUTES THAT MAY ARISE DURING THE OPERATIONAL LIFE OF A VESSEL**

A. Pursuing efficiency and avoiding litigation delays are professional and can also be selling points for clients

See revised Louisiana Code pledges:

- I will be punctual in my communication with clients, other counsel and the court. I will honor scheduled appearances and will cooperate with other counsel in all respects.

Neil Hamilton & Verna Monson, *The Positive Empirical Relationship of Professionalism to Effectiveness in the Practice of Law*, 24 Geo J. Legal Ethics 137, 140 (2011); Michael B. Greenstein, *On Being a Lawyer of Good Reputation, and Why That Matters* (Mar. 17, 2011), <http://spousealouse.wordpress.com/2011/03/17/on-being-a-lawyer-of-good-reputation-and-why-that-matters/>; Daniel L. Harris & John V. Acosta, *Conduct Counts, On Professionalism: Professionalism for Litigation and Courtroom Practice*, 67 Or.St.B.Bull. 40 (2007); Christopher J. Masoner, *The Importance of Perceptions*, 75 J. Kan. B.A. 7 (Mar. 2006); Pamela Bucy Pierson, *The Business of Being a Lawyer* (2014); Heather Schlegel, *In Trust We Trust: Why Reputation is the Currency of the Future*, CNN (Sept. 23, 2014), <http://edition.cnn.com/2014/09/23/opinion/in-trust-reputation-currency>; Fred C. Zacharias, *Effects of Reputation on the Legal Profession*, 65 Wash. & Lee L. Rev. 173 (2008).

² Resources – Cooperation:
Roger Fisher & William Ury, *Getting to Yes: Negotiating Agreement Without Giving In* (Bruce Patton ed., 3rd ed. 2011).

- I will cooperate with counsel and the court to reduce the cost of litigation and will not file or oppose pleadings, conduct discovery or utilize any course of conduct for the purpose of undue delay or harassment of any other counsel or party.

B. Avoiding personal attacks or demeaning or derogatory actions or commentary toward opposing counsel, parties, or the courts

See the attached regarding recent California case where the plaintiff's counsel threatened to waterboard the defense counsel.

See the following revised Code pledges:

- I will conduct myself with honesty, dignity, civility, courtesy and fairness and will not engage in any demeaning or derogatory actions or commentary toward others. (This concept of inclusive thinking is new and goes beyond the boundaries of anti-discrimination and hopes to inspire attorneys to consider and incorporate alternative perspectives, experiences, values, expectations, and modes of thought before speaking and taking action.)
- I will not abuse or misuse the law, its procedures or the participants in the judicial process.
- I will not engage in personal attacks on other counsel or the court or use the threat of sanctions as a litigation tactic.
- I will support my profession's efforts to enforce its disciplinary rules and will not make unfounded allegations of unethical conduct about other counsel.
- I will work to protect and improve the image of the legal profession in the eyes of the public.

And the original (unrevised) pledge:

- I will allow counsel fair opportunity to respond and will grant reasonable requests for extensions of time.

See also MLA CPC Nos. 6 and 7.

C. Social Media

Think before you post. The American Bar Association's Legal Technology Resource Center surveys individual attorneys and law firm's use of blogging and social media. The

following statistics from the Center's 2016 Legal Technology Survey Report reveal a majority of attorneys and law firms now use social media for professional purposes:³

- 74% reported that their firms have a presence on social media (only 26% do not).
- 76% reported individually using social media for professional purposes (only 24% do not).
- 78% report that their firms maintain a presence on LinkedIn (only 22% do not).
- Over 85% report that they individually maintain a presence on LinkedIn for professional use (less than 15% do not).

This was not the case 20 years ago. The new Code introduces the concept of *eProfessionalism*, which is defined as the application of professionalism to an attorney's internet activities. Beyond the firm website and use of LinkedIn (a professional networking social media platform), attorneys are now communicating for professional purposes through blogging, Facebook, and Twitter.

IV. PROFESSIONALISM IN THE CONTEXT OF RECYCLING OR SCRAPPING A VESSEL

A. Advising a client that the cheapest alternative to disposing of a vessel may not be legal or ethical in a larger, corporate-citizenship sense.

See the attached articles.

Public Image of the Legal Profession – The public's perception of, and faith in, the legal profession is waning. There is a need to preserve the image of the legal profession in the eyes of the public. Attorneys should aspire to conduct themselves in a manner that will encourage trust of the legal profession by members of the public. They should also be mindful of their obligation to enhance the image of the legal profession in all of their professional activities.

See also MLA CPC No. 10.

³ Allison Shields, ABA TECHREPORT 2016, *Blogging and Social Media*, http://www.americanbar.org/publications/techreport/2016/social_media_blogging.html.

B. Any duty to the public as a whole or to the environment in responsible disposal or recycling of vessels?

Duty to Public vs. Duty to Client?

Can the two be consistent?

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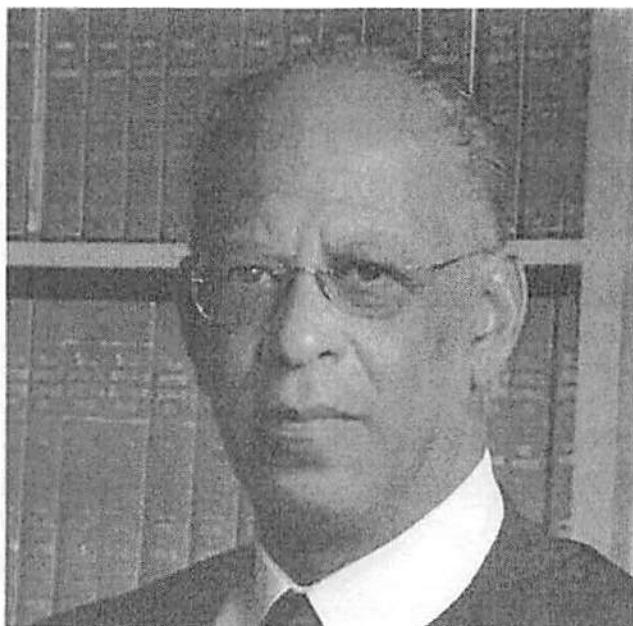
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 [Click to print](#) or Select 'Print' in your browser menu to print this document.Page printed from: <https://www.law.com/2019/2019/12/16/judge-demands-resignation-of-lawyer-who-wrote-profanity-laced-emails/>

Judge Demands Resignation of Lawyer Who Wrote Profanity-Laced Emails

"You just trashed your profession," U.S. District Judge Otis Wright II told attorney Christopher Hook at a hearing Monday, before asking him to resign. At issue were emails Hook wrote to his opposing counsel in an insurance dispute, telling them to "eat a bowl of dicks" and "pay up fuckface."

By Amanda Bronstad | Originally published on **The Recorder** (/therecorder) | December 16, 2019



U.S. District Judge Otis Wright II

An angry federal judge demanded that a Los Angeles lawyer resign from the legal profession after his profanity-laced emails got national attention.

"You just trashed your profession," U.S. District Judge Otis Wright II of the Central District of California told Christopher Hook at a hearing Monday. At issue were about 100 emails filled with profane and discriminatory remarks (<https://www.law.com/therecorder/2019/12/05/expletive-laden-negotiating-tactic-could-end-in-sanctions-for-socal-lawyer/>) that Hook wrote to opposing counsel, telling them, among other things, to "eat a bowl of dicks" and "pay up fuckface."

Wright, a former deputy sheriff in Los Angeles County and a U.S. Marine Corps veteran, told Hook he had acted "like a gangster."

"Tell you what, slick, this profession does not need you," the judge said. "I am going to do what I can to remove you from this profession."

He then asked Hook to resign.

"I will not do that," Hook responded, prompting Wright to interject.

"Shut up," the judge said. "I want you to resign from this profession."

Wright had earlier ordered Hook to show why he should not sanction him and toss his case in light of his actions after a team at Sheppard, Mullin, Richter & Hampton filed an ex parte application, attaching the emails. Sheppard Mullin represents Allstate Insurance Co. in a Los Angeles couple's lawsuit, filed Aug. 13, seeking at least \$350,000 in reimbursement for water damage to their \$3.6 million house.

The Nov. 26 ex parte application also sought a restraining order against Hook, of the Law Offices of Christopher G. Hook in Culver City. Hook wrote his opposing counsel to inform Allstate, "I am going to waterboard each one of their trolls that show up for depo without any mercy whatsoever," according to the emails attached to the Sheppard Mullin lawyers' filings. Hook also wrote that Sheppard Mullin partner Peter Klee would "get fucking tattooed across the face." He also told Klee, "I know where you live," identifying his home address and his wife by name.

Hook's emails also used discriminatory language, referring to the Sheppard Mullin lawyers as "gay boys" among other epithets.

"Haha. Fuck you crooks. Eat a bowl of dicks," Hook wrote in response to Sheppard Mullin partner Marc Feldman's claim that the dispute was over just \$200,000. Hook had asked for as much as \$306 million, according to exhibits attached to the ex parte application.

Over the weekend, following national media coverage of the dispute, Hook appeared on "Reasonable Doubt," (<https://www.youtube.com/watch?v=3PxUEacrCSQ&t=29s>) a podcast hosted by Los Angeles criminal defense attorney Mark Geragos and comedian Adam Carolla.

Monday's hearing, which lasted less than 30 minutes, had a theatrical flair from the start, when Wright asked about Hook's whereabouts.

"That's a good question, your honor," said Matthew O'Hanlon, a partner in the Los Angeles office of Barnes & Thornburg, which sought to replace Hook (<https://www.law.com/therecorder/2019/12/13/barnes-thornburg-takes-over-after-plaintiffs-lawyer-unleashes-profanity-laced-emails/>) in the case. "The fact that he is not here is unexplained and troubling."

Wright said he was not troubled.

"Everybody knows why we're here," he told a crowded courtroom, referencing the national media attention surrounding Hook's actions. He paused. "Of all the stupid things I anticipated today, this is not one of them."

After O'Hanlon assured the judge that his clients knew nothing about Hook's filings, Wright agreed not to dismiss the case and lifted a stay on depositions in the case. He also said he would issue another order for Hook to show cause and appeared receptive to a request from Sheppard Mullin's lawyers to get a restraining order against him. The judge added, "I've never seen anything like this."

That's when Hook stood up from among the courtroom of onlookers. Wright fingered for him to approach the bench.

"When did you get here?" he asked.

"I apologize, your honor," Hook replied, stating he had arrived prior to the hearing's start.

Wright then pounded his fist and demanded to know when, as Hook said in his court papers, he had apologized to the court in writing. The Judge wanted to know if the emails were part of his litigation strategy or the product of "frustration and anger." Hook replied they were both. Hook refused to back down from his claim that his opposing counsel could not authenticate the emails, prompting Wright to anger.

"This is not the day to be cute," he said, "and I am not the guy."

The judge also asked if Hook continued to insist that Sheppard Mullin's lawyers, by refusing to respond to his settlement demands, were responsible for the language in his emails.

"Not at all, your honor," Hook responded. "This is my fault entirely."

But Hook still maintained that his emails were protected under the litigation privilege and the First Amendment.

"You honestly believe the First Amendment extends to anything?" Wright replied.
"You did go to law school, right?"

The judge called Hook's decision to put such language into an email a "rookie mistake." And, the judge said, Hook threatened people. "If that would've happened to me, I'd come looking for you."

At the end of the hearing, the judge told Sheppard Mullin's lawyers to submit the fees and costs they want from Hook. Hook said he would agree to pay them.

"You're going to pay for this," the judge told Hook. "You're going to write a check. That's just the first thing. This is not going to be over."

Calling Hook a "piece of work," the judge ended the hearing by stating, "we're out of here," and motioned for Hook to leave the courtroom, which the lawyer did immediately.

"Sorry, I apologize, your honor," Hook said while leaving.

Read More

Barnes & Thornburg Takes Over After Plaintiffs' Lawyer Unleashes Profanity-Laced Emails (<https://www.law.com/therecorder/2019/12/13/barnes-thornburg-takes-over-after-plaintiffs-lawyer-unleashes-profanity-laced-emails/>)

Expletive-Laden 'Negotiating Tactic' Could End in Sanctions for SoCal Lawyer (<https://www.law.com/therecorder/2019/12/05/expletive-laden-negotiating-tactic-could-end-in-sanctions-for-socal-lawyer/>)

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NGOs Win FPSO North Sea Producer Shipbreaking Case



By [The Maritime Executive](#) 2019-11-20 18:06:29

On November 14, the High Court Division of the Supreme Court of Bangladesh declared the import, beaching and breaking of the FPSO *North Sea Producer* to be illegal. The judgment was issued in a Public Interest Litigation (PIL) filed by NGO Shipbreaking Platform member organization Bangladesh Environmental Lawyers Association (BELA).

The Court also passed several directions upon the government to regulate the sector in line with earlier rulings. In August 2017, the Bangladesh Court had issued an injunction on the ongoing breaking of the *North Sea Producer* based on the detection of radiation levels higher than permitted. It has now directed national agencies to monitor the breaking of what is left of the FPSO without any involvement of Janata Steel, the yard that had beached the vessel in 2016. The Department of Environment has also been directed to claim compensation from the yard for having violated national environmental rules.

“The judgment is important in that it has expressly called the import, beaching and breaking permits illegal, and for the first time a breaker has been put off the breaking operation and the government has been given the steering,” states Rizwana Hasan, Supreme Court lawyer and director of BELA.

The Court directed authorities to:

- i) subject cash buyers and agents to stricter scrutiny, including a detailed recording of their particulars, and to hold them accountable to the strictest sanctions;
- ii) regulate the import of vessels registered under “last voyage” gray or black-listed flags which are particularly popular with cash buyers, and;
- iii) ensure that no vessel is imported without proper verifiable pre-cleaning certificates and declarations of in-built hazardous wastes, and/or by yards that do not fully comply with the requirements for obtaining an Environmental Clearance.

The export of the vessel from the U.K. is still being investigated by U.K. environmental agency DEFRA, says the NGO Shipbreaking Platform. The *North Sea Producer* was allowed to leave the U.K. in 2016 based on claims that it would be further operationally used, the Platform says.

Back in 2016, Maersk expressed regret that the ship it sold to cash buyer GMS had been taken to a shipbreaking yard in Bangladesh, after Danish media showed workers using precarious rope ladders to climb the hull.

Maersk has stated:

- The FPSO *North Sea Producer* operated in the U.K. North Sea from 1997–2015 and was owned by the North Sea Production Company Limited (NSPC), an independent British company owned 50/50 by Maersk and Odebrecht, a Brazilian company.
- Following contract termination, the *North Sea Producer* was sold and transferred to a buyer in April 2016 on an “as is, where is” basis, whereby the buyer took over operational and legal responsibility for the unit.
- In August 2016, Maersk was made aware of the fact that the *North Sea Producer* had been sent to a recycling yard in Bangladesh, where conditions do not meet the requirements of the Hong Kong Convention. Maersk had contractually bound the buyer to the Hong Kong Convention but the buyer chose to violate the contract.
- An internal legal study has concluded that neither Maersk nor NSPC can prevent the recycling from taking place or impose a financial legal claim against the buyer.
- The Maersk Group has subsequently broken all commercial relations with the buyer.

In December 2018, A.P. Moller - Maersk joined the Ship Recycling Transparency Initiative - designed to make responsible ship recycling the norm through transparency and accountability.

* * * *

<https://www.maritime-executive.com/article/ngos-win-fpsو-north-sea-producer-shipbreaking-case>

Two Shipyard Workers Killed in Chittagong



File image courtesy Ziri Subedar Group

BY [THE MARITIME EXECUTIVE \(HTTPS://MARITIME-EXECUTIVE.COM/AUTHOR/MAREX\)](https://maritime-executive.com/author/marex) 2019-09-02 21:56:16

Two workers at a Chittagong shipbreaking yard were killed on Saturday evening.

The incident occurred at the Ziri Subedar shipbreaking yard in the Sitakunda shipbreaking district. The victims, identified by local media as Tushar Chakma and Aminul Islam, were killed immediately when they fell from height, according to reports. Three to five others were injured and were taken to a local hospital for treatment.

Ziri Subedar operates several shipbreaking yards, a rerolling mill and an oxygen gas supplier in Chittagong.

Injuries and fatalities are relatively common at South Asian shipbreaking yards, which handle demolition for the majority of the world's outmoded tonnage. In July, three workers were killed and four injured at the nearby Mak Corporation shipbreaking yard in Chittagong after inhaling a toxic gas.

Due to a variety of economic factors, including regional demand for "cold" re-rolled secondhand steel, South Asian shipbreakers pay significantly more than their developed-nation competitors for demolition tonnage. Despite environmental and labor rights concerns, they have maintained market dominance, capturing more than two thirds of the world's ship recycling market.

The MARITIME EXECUTIVE

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Views

Seized North Korean Bulker Sold, Towed Off for Scrapping



The Wise Honest loading coal at Nampo, North Korea, March 14, 2018 (DOJ)

BY [THE MARITIME EXECUTIVE \(HTTPS://MARITIME-EXECUTIVE.COM/AUTHOR/MAREX\)](https://maritime-executive.com/author/marex)

2019-10-09 13:54:19

After a five-month stay in the port of Pago Pago, American Samoa, the North Korean bulker *Wise Honest* finally departed under tow Monday, bound for demolition.

Her sale and removal was the culmination of a long investigative and judicial process. She was seized last year when Indonesian authorities caught her carrying 25,000 tonnes of North Korean coal, a violation of UN Security Council sanctions. The U.S. Attorney for the Southern District of New York then filed a warrant to seize her for the same violation, and in April, Indonesia transferred her to the U.S. Marshals Service, which brought her to American Samoa for safekeeping. North Korea described the action - ordered by independent federal prosecutors, not by the White House - as a "gangster-like," "flagrant act of robbery" and demanded the vessel's return.

Despite these protestations, she was recently disposed of in an auction directed by a federal judge in the Southern District of New York. While she was in American Samoa, the U.S. Coast Guard ensured the safety and security of the Port of Pago Pago and the vessel. The Coast Guard captain of the port received and approved the tow plan from the company who purchased the ship, and the tug arrived in Pago Pago on Friday.

"We are grateful to our partners in American Samoa and the Department of Justice who led this operation," said Capt. Arex Avanni, commander of Coast Guard Sector Honolulu and captain of the port for American Samoa. "We are pleased this event concluded without incident."

The USCG made preparations for the arrival and sustainment of the vessel in Pago Pago. Over the five months since, the Coast Guard conducted safety and security patrols in and around the ship with teams from Maritime Safety and Security Team Honolulu, Sector Honolulu, USCGC *Joseph Gerczak*, USCGC *Walnut* and the Marine Safety Detachment in American Samoa.

"We are deeply committed to working closely with our partners and allies to advance maritime governance as part of the rules-based international order essential to a free and open Indo-Pacific," said Capt. Avanni.

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
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3 Including Professional Corporations
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14 Attorneys for Allstate Insurance Company

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

17 ALAN BAKER,
18 LINDA B. OLIVER,

Plaintiffs,

v.

20 ALLSTATE INSURANCE
21 COMPANY,
22 EDWARD CARRASCO, and DOES 1
23 through 10, inclusive,

Defendants.

Case No. 2:19-cv-08024-ODW-JC

24 **MEMORANDUM OF POINTS AND
25 AUTHORITIES IN SUPPORT OF
26 ALLSTATE'S EX PARTE
27 APPLICATION**

28 Hon. Otis D. Wright II

Dept: First Street Courthouse,
Courtroom 5D

[Complaint Filed: August 13, 2019]
Trial Date: None set

1 **I. INTRODUCTION**

2 Plaintiffs' attorney, Christopher Hook, has embarked on a campaign of
3 abusive and intolerable conduct that began with profanity-laced emails, escalated to
4 discriminatory slurs, and culminated in repeated threats of physical violence against
5 Allstate's witnesses, Allstate's attorneys, and their families.

6 Therefore, Allstate seeks an ex parte order: (1) dismissing this action,
7 (2) disqualifying Mr. Hook as Plaintiffs' counsel, (3) restraining Mr. Hook from
8 communicating with or approaching Allstate or its attorneys, (4) preventing the
9 depositions noticed by Plaintiffs from proceeding, and (5) awarding sanctions.

10 Per Local Rule 7-19, Mr. Hook's contact information is:

11 Christopher G. Hook
12 Law Offices of Christopher G. Hook
13 4264 Overland Avenue
14 Culver City, California 90230
15 Phone: (310) 839-5179
16 E-mail: chris@cghlaw.com

17 **II. MR. HOOK'S ABUSIVE AND THREATENING CONDUCT**

18 This case involves a simple insurance dispute over what it costs to repair
19 water damage to Plaintiffs' house. Based on the estimate of a contractor whom
20 Allstate retained, Allstate paid about \$150,000. Based on an estimate that Plaintiffs
21 obtained from a different contractor, they contend that the damages are at least
22 \$350,000. (Complaint ¶ 33) Thus, the amount in dispute is about \$200,000.

23 Nevertheless, over the past week, and in the course of sending purported
24 multi-million demands to Allstate, Mr. Hook began sending dozens of abusive and

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1 threatening emails to Allstate's counsel.¹ It started with vulgar tirades, a small
2 sample of which includes:²

- 3 • "Fuck you crooks. Eat a bowl of dicks." (Declaration of Peter H. Klee,
4 Ex. 1, p. 5)
- 5 • "I'm going to let the long dick of the law fuck Allstate for all of
6 us." (*Id.*, p. 7)
- 7 • "Hey Klee you Cumstain the demand is now 302 million. Pay up
8 fuckface." (*Id.*, p. 8)
- 9 • "Peter when you are done felating your copy boy tell Allstate the
10 demand is now 305 million." (*Id.*, p. 9)
- 11 • "[Other Sheppard Mullin attorneys] may not be too smart but at least
12 they have some fucking dignity and honor unlike you two limp dick
13 mother fuckers." (*Id.*, p. 10)

14 Mr. Hook then began hurling discriminatory epithets at Allstate witnesses and
15 Allstate's counsel:

- 16 • "What is Wright going to do when he finds out Allstate is using people
17 who are borderline retarded to adjust complex claims. That's what I'm
18 going to do. Demand increases tomorrow." (Klee Decl., Ex. 1, p. 11)
- 19 • "Anytime now faggot." (*Id.*, p. 13)
- 20 • "I want my clients' money gay boys." (*Id.*, p. 14)
- 21 • "306 million gay boys." (*Id.*, p. 15)

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26¹ Ironically, most of the abuse was directed toward Peter Klee, whom Mr. Hook had
27 never even met or spoken to. (Klee Decl., ¶ 4)

28² Allstate regrets being forced to put this language in the record. But there is no
other way to convey the gravity of Mr. Hook's misconduct.

- “Hey shit for brains Allstate owes my clients a lot of money. It’s due yesterday. Pay up fucktard or you will be lucky to work as a notary public in El Cajon.” (*Id.*, p. 16)
 - “Hey fuck face today only the claim is on sale for 303 million. If you are too old, impotent and stupid to even discuss settlement, maybe it is time to hand off the file to Paul [Sleeley].” (*Id.*, p. 17)

Mr. Hook then escalated his reprehensible conduct and repeatedly threatened physical violence against Allstate's witnesses and attorneys:

- “Tell Allstate I am going to water board each one of their trolls that show up for depo without any mercy whatsoever.” (*Klee Decl.*, Ex. 1, p. 18)
 - “Don’t make me come down there and beat out of you you fucking thief.” (*Id.*, p. 19)
 - “You are going to get fucking tattooed across the face Klee.” (*Id.*, p. 20)
 - “I’m going bat shit crazy on you mother fucking cock suckers.” (*Id.*, p. 21)

It would be hard to imagine Mr. Hook's conduct getting any worse. But it did. He began to threaten the family of Allstate's counsel:

- “Well karma is a bitch mother fucker. You are going to learn that in spades. I know where you live pete.”³ (Klee Decl., Ex. 1, p. 22)
 - “House in [city where Allstate’s counsel lives] . . . Tell [name of counsel’s wife] it is going to be sold to pay my clients . . .” (*Id.*, p. 23)

²⁶ ³ These type of threats, coupled with “I know where you live,” have been held
27 sufficient to support conviction under California Penal Code Section 422, “Criminal
Threats.” See *People v. Trujillo*, No. B259572, 2016 WL 944424, at *15 (Cal. Ct.
28 App. Mar. 14, 2016)

1 None of Mr. Hook's conduct was triggered by anything that Allstate's
2 counsel did or said. All of his communications with Mr. Hook were polite and
3 professional. (See Klee Decl., Ex. 1, pp. 5-6, 11)

4 As a result of Mr. Hook's threats, Allstate's counsel had no choice but to take
5 the disconcerting step of warning his family members that they may be in danger.
6 Allstate's counsel also alerted security at its offices not to permit Mr. Hook to enter
7 their premises. (Klee Decl., ¶ 4)

8 Mr. Hook's actions go beyond the pale of anything that should be tolerated
9 anywhere – let alone in a legal proceeding. Depositions are scheduled for the week
10 of December 9, and Mr. Hook cannot be permitted to be in physical proximity with
11 Allstate's witnesses or counsel. (Klee Decl., ¶ 5) Therefore, Allstate has no choice
12 but to seek ex parte relief.⁴

13 **III. THE COURT SHOULD DISMISS THIS ACTION WITH PREJUDICE**

14 The Court has inherent authority to dismiss this case based on Mr. Hook's
15 alarming misconduct. *Chambers v. NASCO*, 501 U.S. 32, 111 S.Ct. 2123 (1991) (in
16 addition to powers set forth in Federal Rules of Civil Procedure, district court has
17 inherent power to sanction parties who conduct litigation in bad faith, including
18 sanction of dismissal); *Halsco Engineering Co. v. Castle*, 843 F.2d 376, 380 (9th Cir.
19 1988) ("Dismissal under a court's inherent powers is justified in extreme
20 circumstances in response to abusive litigation practices") (citations omitted).

21 A dismissal sanction does not require disobedience of a prior court order. *In*
22 *re Fitzsimmons*, 920 F.2d 1468, 1472 (9th Cir. 1990). Nor must the court warn a
23 party before imposing a dismissal sanction. *Id.*

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⁴ Given the nature of Mr. Hook's threats, Allstate respectfully submits that this is a
28 situation where, under Local Rule 7-19, good cause exists for not including a
"statement of opposing counsel's position." Mr. Hook's conduct speaks for itself.

1 Moreover, a party may not escape dismissal by “arguing that he or she is the
2 innocent party who will be made to suffer from the errors of his or her attorney.” *Id.*
3 at 1472 n. 3 (citing numerous cases). “The established principle is that the faults
4 and defaults of the attorney may be imputed to, and their consequences visited upon,
5 his or her client.” *West Coast Theater Corp. v. City of Portland*, 897 F.2d 1519,
6 1523 (9th Cir. 1990) (citation omitted).

7 That does not mean that Plaintiffs are left without a remedy; they may sue
8 their attorney for malpractice. *See Nealey v. Transportacion Maritima Mexicana*,
9 662 F.2d 1275, 1282 n.13 (9th Cir.1980).

10 Short of an actual physical assault – which Mr. Hook has threatened and
11 which Allstate now seeks to prevent before it happens – it is hard to conceive of
12 more egregious conduct than Mr. Hook’s. Indeed, courts have dismissed actions for
13 far less. *E.g., Combs v. Rockwell International Corp.*, 927 F.2d 486 (9th Cir. 1991)
14 (affirming dismissal of case under District Court’s inherent authority because
15 plaintiff and his attorney made numerous improper changes to his deposition
16 transcript); *Mohammed v. Anderson*, No. 18 C 8393, 2019 WL 3943669, at *5 (N.D.
17 Ill. Aug. 21, 2019) (dismissing action with prejudice based on plaintiffs’ series of
18 abusive and vulgar emails – although they did not contain threats of violence).

19 It is self-evident that there is no going forward with this case after this
20 misconduct. Therefore, the Court should dismiss this action. And it should be
21 dismissed with prejudice because otherwise Mr. Hook could refile the case in
22 another forum and continue his abuse and threats.

23

24 **IV. THE COURT SHOULD DISQUALIFY MR. HOOK AS PLAINTIFFS’**
COUNSEL

25 If for any reason the Court declines to dismiss the case, the Court should
26 disqualify Mr. Hook from continuing to represent Plaintiffs. Obviously, it is not
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1 tenable for him to continue participating in this case when he has threatened to
2 “waterboard” Allstate’s witnesses and to assault Allstate’s counsel.

3 “District judges have an arsenal of sanctions they can impose for unethical
4 behavior. These sanctions include monetary sanctions, contempt, and the
5 disqualification of counsel.” *Erickson v. Newmar Corp.*, 87 F.3d 298, 303 (9th Cir.
6 1996).

7 Whenever an allegation is made that an attorney has violated his moral
8 and ethical responsibility, an important question of professional ethics
9 is raised. It is the duty of the district court to examine the charge, since
10 it is that court which is authorized to supervise the conduct of the
11 members of its bar. The courts, as well as the bar, have a responsibility
12 to maintain public confidence in the legal profession. This means that a
13 court may disqualify an attorney for not only acting improperly but also
14 for failing to avoid the appearance of impropriety.

15 *Gas-A-Tron of Ariz. v. Union Oil Co.*, 534 F.2d 1322 (9th Cir.), cert. denied sub
16 nom. *Shell Oil Co. v. Gas-A-Tron of Ariz.*, 429 U.S. 861, 97 S.Ct. 164 (1976).

17 Mr. Hook’s conduct has gone well beyond the “unethical” and “improper.” It
18 is shocking and even terrifying. He cannot continue to be an attorney in this case.
19 The Court should disqualify him.

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21 **V. THE COURT SHOULD ISSUE A RESTRAINING ORDER**

22 The Court should also issue a restraining order prohibiting Mr. Hook from
23 having any communication with Allstate and its counsel, and from approaching their
24 homes and places of business. Fed. R. Civ. Proc. 65(b).

25 Mr. Hook’s threats to “waterboard” witnesses, “beat” Allstate’s counsel, and
26 “tattoo [them] across the face” are alarming enough. But Mr. Hook coupled these
27 with warnings that “I know where you live,” – which he demonstrated that he does –

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1 and even mentioned counsel's wife by name. Thus, Mr. Hook has shown himself to
2 be an imminent danger.

3 The Court should issue a temporary restraining order prohibiting Mr. Hook
4 from (1) having any further communication, orally or in writing, with Allstate or its
5 counsel; and (2) approaching within 100 feet of the offices or homes of Allstate
6 personnel and its counsel. The Court should also set a hearing to have the
7 restraining order become an injunction. Fed. R. Civ. Proc. 65(b).

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9 **VI. THE COURT SHOULD ISSUE A PROTECTIVE ORDER**

10 **PREVENTING DEPOSITIONS FROM PROCEEDING**

11 In the event that the Court does not rule on the other aspects of this
12 application before December 9, the week during which depositions of Allstate are
13 set, at a minimum the Court should issue a protective order prohibiting these
14 depositions from proceeding. It goes without saying that Allstate's witnesses and
15 attorneys cannot be present with Mr. Hook after he has repeatedly threatened them
16 with assault, including to "water board," "beat," and "tattoo" them across the face.

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18 **VII. THE COURT SHOULD AWARD SANCTIONS**

19 Finally, no litigant, including Allstate, should be forced to bear the expense of
20 seeking protection from an attorney's abuse and threats. The Court has inherent
21 authority to impose monetary sanctions. *Erickson*, 87 F.3d at 303. Allstate has
22 incurred more than \$6370 in attorneys' fees in bringing this ex parte application (not
23 including the time reviewing and evaluating Mr. Hook's barrage of emails), and
24 requests that the Court order Mr. Hook to pay this amount to Allstate in sanctions.

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1 | VIII. CONCLUSION

2 In a collective 75 years of legal practice, Allstate's counsel have never seen
3 behavior that even comes close to that of Mr. Hook here. It is unlikely that the
4 Court has either. Allstate requests that the Court grant ex parte relief.

5 | Dated: November 26, 2019

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By _____ *s/ Marc J. Feldman*
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