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**FILED**  
Superior Court of California,  
County of San Francisco  
**12/30/2024**  
Clerk of the Court  
BY: SAHAR ENAYATI  
Deputy Clerk

5 Attorneys for Plaintiffs INTERNATIONAL SWIMMING LEAGUE  
LTD. and KONSTANTIN GRIGORISHIN  
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8 IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA  
9 FOR THE COUNTY OF SAN FRANCISCO - CIVIC CENTER COURTHOUSE  
10 **CGC-24-621032**

11 INTERNATIONAL SWIMMING LEAGUE  
LTD., a Swiss Corporation; and KONSTANTIN  
12 GRIGORISHIN, an individual,  
13 Plaintiffs,  
14 v.  
15 FARELLA BRAUN + MARTEL LLP, a  
California limited liability partnership; NEIL A.  
16 GOTEINER, an individual; and DOES 1 through  
100, inclusive,  
17 Defendants.  
18

**Case No.**  
**COMPLAINT FOR: (1) PROFESSIONAL  
NEGLIGENCE; (2) BREACH OF  
FIDUCIARY DUTY; (3) BREACH OF  
IMPLIED CONTRACT; (4) UNFAIR  
BUSINESS PRACTICES; AND  
(5) DECLARATORY RELIEF; DEMAND  
FOR JURY TRIAL**

19 Plaintiffs International Swimming League Ltd. (“ISL”) and Konstantin Grigorishin  
20 (“Grigorishin”) (collectively, “Plaintiffs”) allege the following against defendants Farella Braun +  
21 Martel LLP (“Farella”), Neil A. Goteiner (“Goteiner”), and Does 1 through 100  
22 (collectively, “Defendants”).

23 **PARTIES AND VENUE**

- 24 1. ISL is a corporation with its principal place of business in Baar, Switzerland.  
25 2. Grigorishin is an individual.  
26 3. Farella is a law firm and a limited liability partnership.  
27 4. Goteiner is an attorney and individual who, at all relevant times herein, was a partner  
28 of Farella.



1 served as an officer, presented potential conflicts of interest that required Defendants to obtain  
2 Plaintiffs' informed written consent to proceed with the representation.

3 13. But Defendants failed to obtain Plaintiffs' informed written consent and, as a result,  
4 the fee agreement between ISL and Defendants is void.

5 14. On or around December 3 and 4, 2018, Farella agreed to represent Thomas A. Shields,  
6 Michael C. Andrew, Katinka Hosszu, three professional swimmers, to be class representatives in a  
7 class action antitrust claim against FINA. Farella's clients in the class action are referred to as the  
8 "Swimmer Class Plaintiffs."

9 15. Although Farella's dual representation of ISL and the Swimmer Class Plaintiffs  
10 presented potential conflicts of interest, Defendants did not obtain ISL's informed written consent to  
11 the joint representation. Because of Defendants' failure to obtain ISL's informed written consent to  
12 the joint representation, the fee agreement between ISL and Defendants is void.

13 16. On or about December 7, 2018, Defendants filed ISL's complaint in *International*  
14 *Swimming League, Ltd. v. Fédération Internationale de Natation* in the United States District Court,  
15 Northern District of California, case number 3:18-cv-07394.

16 17. Also on December 7, 2018, Defendants filed the Swimmer Class Plaintiffs' complaint  
17 in *Shields, et al. v. Fédération Internationale de Natation* in the United States District Court,  
18 Northern District of California, case number 3:18-cv-07393.

19 18. The two cases are referred to collectively as the "Underlying Matter."

20 19. Throughout the course of the underlying representation, Defendants provided  
21 Plaintiffs with litigation budgets that they routinely exceeded.

22 20. Throughout the course of the underlying representation, Defendants overbilled ISL by,  
23 among other things, double billing, overstaffing, and exceeding litigation budgets.

24 21. Defendants failed to timely designate an expert in the Underlying Matter, and partially  
25 because of this mistake, the trial court entered summary judgment against ISL because it could not  
26 establish the relevant market needed to prevail on an antitrust claim without expert testimony.

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1           22.     Although the Ninth Circuit Court of Appeals reversed the judgment, the appellate  
2 court did not provide ISL relief from Defendants’ failure to designate a market expert, and ISL must,  
3 therefore, pursue a different liability theory to prevail.

4           23.     In November 2019, Farella’s invoices caused a temporary liquidity issue because  
5 Defendants greatly exceeded the legal fees budget that they provided ISL. This prevented ISL from  
6 timely paying Farella’s invoices. Rather than withdraw from the representation or direct the client to  
7 counsel that could handle the case on a contingency basis, Farella instead required Grigorishin to  
8 personally guarantee Farella’s fees.

9           24.     On November 27, 2019, Grigorishin and Farella executed an Amendment to a June 28,  
10 2018 engagement letter, but that engagement letter was never signed and was superseded by the  
11 executed October 9, 2018 agreement. The October 9, 2018 fee agreement is not referenced in the  
12 November 27, 2019 amendment. The November 27, 2019 amendment purportedly required  
13 Grigorishin to personally guarantee \$2.5 million of ISL’s legal fees and costs.

14           25.     To secure the guarantee, Defendants required Grigorishin to turn over to Farella  
15 several pieces of artwork from Grigorishin’s personal collection, and to execute a Continuing  
16 Guaranty agreement that references the unsigned and superseded June 28, 2018 letter, but does not  
17 reference the October 9, 2018 agreement that superseded it.

18           26.     ISL’s liquidity issues continued after May 1, 2020. Rather than withdraw from  
19 representation or help find the client new counsel who would consider the representation on a  
20 contingency basis, Defendants instead required Grigorishin to execute another amendment increasing  
21 the amount of his personal guaranty of Farella’s fees from \$2.5 million to \$3.5 million. This May 14,  
22 2020 “Amendment to Engagement Letter” also references only the unsigned June 28, 2018  
23 engagement letter.

24           27.     Defendants also insisted that Grigorishin execute an Amendment and Reaffirmation of  
25 Continuing Guaranty that references the “Engagement Agreements” referenced in the May 14, 2020  
26 amendment. No mention of the signed October 9, 2018 fee agreement is made in the Amendment and  
27 Reaffirmation.

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1 have to agree to any settlement and execution upon any judgment. Also, Defendants' joint  
2 representation presented an obstacle to class certification (a fact that FINA raised in its opposition to  
3 the class certification in the Underlying Matter).

4 43. Defendants breached their fiduciary duties to Plaintiffs by failing to disclose these  
5 potential and/or actual conflicts of interest to Plaintiffs and by failing to obtain Plaintiffs' informed  
6 written consent to the joint representation.

7 **B. Duty of Competency**

8 44. Defendants did not have experience prosecuting complex international antitrust cases  
9 before accepting the representation of ISL in the Underlying Matter. CRPC, former rule 3-110 and  
10 CRPC, rule 1.1 required Defendants to either associate with an attorney who possessed the requisite  
11 knowledge and skill to handle such matters, acquire the requisite knowledge and skill before  
12 performance was required, or refer the matter to an attorney who possessed the requisite knowledge  
13 and skill.

14 45. Defendants breached the duty of competency by failing to do any of these things.  
15 Defendants' breach is evidenced most clearly by Defendants' failure to designate a merits expert in  
16 the Underlying Matter to provide the testimony needed to establish a relevant market required to  
17 prevail in an antitrust case.

18 **C. Duty to Charge Reasonable Fees**

19 46. Attorneys are prohibited from charging or collecting an unconscionable or illegal fee.

20 47. Throughout the underlying representation, Defendants breached the duty to charge a  
21 reasonable fee and overbilled Plaintiffs by, among other things, overstaffing the case, double billing  
22 (i.e., having two or more attorneys bill Plaintiffs to complete the same task), and engaging in block  
23 billing to artificially inflate the time spent working on the case.

24 **D. Duty to Communicate**

25 48. CRPC, rule 1.4(a) required Defendants to promptly keep Plaintiffs reasonably  
26 informed about significant developments relating to Defendants' representation.

27 49. ISL requested and Defendants provided several litigation budgets throughout the  
28 course of the representation.







1 Plaintiffs an unreasonable and/or unconscionable fee; and (d) failing to communicate material  
2 developments impacting the Underlying Matter, in violation of CRPC, rule 1.4.

3 65. Plaintiffs lost money and property because of these unfair business practices  
4 including, but not limited to, fees paid to Defendants.

5 66. Plaintiffs are entitled to and do seek restitution of fees paid to Defendants because of  
6 these unfair business practices, with prejudgment interest, in an amount to be proven at trial, but not  
7 less than \$7,200,000.

8 **FIFTH CAUSE OF ACTION**

9 **FOR DECLARATORY RELIEF**

10 **(By All Plaintiffs Against All Defendants)**

11 67. Plaintiffs incorporate by reference paragraphs 1 through 31, 33 through 37, 39 through  
12 56, 58 through 62, and 64 through 66 of this complaint as though fully set forth.

13 68. As a result of the conduct alleged in this complaint, an actual controversy has arisen  
14 regarding the validity and enforceability of: (a) the October 9, 2018 fee agreement between ISL and  
15 Defendants; and (b) the guarantees that Grigorishin signed.

16 69. Defendants contend: (a) ISL is bound by the fee agreement and owes Farella money  
17 under the fee agreement; and (b) Grigorishin is personally liable for any fees that ISL has not paid  
18 Farella.

19 70. Plaintiffs contend the fee agreement and guarantees are void because of Defendants'  
20 serious ethical breaches.

21 71. Plaintiffs also contend Farella should disgorge all legal fees and costs Plaintiffs paid to  
22 Farella totaling approximately \$7,200,000.

23 72. Declaratory relief is necessary to clarify the parties' rights.

24 73. Declaratory relief would expedite the resolution of this dispute, prevent the  
25 multiplicity of lawsuits, and result in judicial economy.

26 74. Accordingly, Plaintiffs seeks a declaratory judgment declaring: (a) the October 9,  
27 2018 fee agreement and subsequent amendments are void; (b) the guarantees Grigorishin signed are

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1 void; (c) Defendants should disgorge all legal fees and costs Plaintiffs paid to Defendants totaling not  
2 less than \$7,200,000.00, plus prejudgment interest; and (d) Plaintiffs do not owe Farella more money.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for the following relief against Defendants.

5 **As To The First Through Fourth Causes Of Action:**

- 6 1. Damages according to proof;  
7 2. Prejudgment interest; and  
8 3. Attorneys' fees pursuant to *Business & Professions Code* section 6204.

9 **As To The Fifth Cause Of Action:**

10 4. A declaration that: (a) the October 9, 2018 fee agreement and subsequent  
11 amendments are void; (b) the guarantees Grigorishin signed are void; (c) Defendants should disgorge  
12 all legal fees and costs Plaintiffs paid to Defendants totaling not less than \$7,200,000, plus  
13 prejudgment interest; and (d) Plaintiffs do not owe Farella more money.

14 **As To All Causes Of Action:**

- 15 5. Costs of suit; and  
16 6. Any and all relief the court may deem just and proper.

17 KLEIN & WILSON LLP

18  
19 Dated: December 30, 2024

20 By: /s/ Mark B. Wilson  
21 Mark B. Wilson, P.C.  
22 Attorneys for Plaintiffs International Swimming  
23 League Ltd. and Konstantin Grigorishin  
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**DEMAND FOR JURY TRIAL**

Plaintiffs International Swimming League Ltd. and Konstantin Grigorishin demand a jury trial in this case.

KLEIN & WILSON LLP

Dated: December 30, 2024

By: /s/ Mark B. Wilson  
Mark B. Wilson, P.C.  
Attorneys for Plaintiffs International Swimming League Ltd. and Konstantin Grigorishin