

CAUSE NO. \_\_\_\_\_

**NOBLE GENERATION LLC and  
CAELUM CAPITAL, LLC**  
Plaintiffs

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**IN THE DISTRICT COURT**

**VS.**

**OF HARRIS COUNTY, TEXAS**

**DLA PIPER LLP (US) and DLA PIPER  
(ARGENTINA)**  
Defendant

\_\_\_\_\_ **JUDICIAL DISTRICT**

**PLAINTIFFS' ORIGINAL PETITION**

Plaintiffs Noble Generation, LLC and Caelum Capital, LLC file this Original Petition against Defendant DLA Piper LLP (US) and DLA Piper (Argentina) would respectfully show the following.

**INTRODUCTION**

1. This is a legal malpractice<sup>1</sup> case against DLA, Piper LLP (US) and DLA Piper (Argentina) (“DLA”) arising from misconduct committed by fake lawyer Juan Manuel Barros (“Barros”), an individual employed by DLA who held no law license but who DLA held out as an attorney for the firm to give legal advice to two Texas entities. Believing Barros to be an attorney, those Texas entities, Noble Generation, LLC (“Noble”) and Caelum Capital, LLC (“Capital”) (collectively the “Texas Clients”), hired Barros to assist them with multiple energy projects in Argentina. Unfortunately, because Barros was not a real attorney, and wholly unqualified, the transactions failed, either due to incompetence or because Barros usurped those opportunities for his own. To add insult and further injury, when the last deal cratered and the Texas Clients informed Barros they would be exiting the country, Barros misappropriated their funds and dropped communication. DLA’s employment of the fraudulent attorney has caused the Texas Clients to suffer

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<sup>1</sup> We use the term “legal malpractice” as the courts do, “to refer to any claim brought by a client against that client's attorney, regardless of whether the claim asserts negligence, fraud, breach of fiduciary duty, breach of contract, or any other allegation.” *Deutsch v. Hoover, Bax & Slovacek, L.L.P.*, 97 S.W.3d 179, 184 n.1 (Tex. App.—Houston [14th Dist.] 2002, no pet.).

millions in actual and consequential damages from the lost business ventures, which would not have otherwise occurred.

### **DISCOVERY CONTROL PLAN**

2. This should be controlled by a discovery control plan Level 3 pursuant to the Texas Rules of Civil Procedure, Rule 190.4.

### **RULE 47 STATEMENT OF RELIEF**

3. In accordance with Texas Rule of Civil Procedure 47, Plaintiffs seeks monetary relief from DLA in excess of \$1,000,000. Damages are within the jurisdictional limits of this Court. This is not an expedited action.

### **PARTIES**

4. Plaintiff Noble Generation, LLC is a Texas Limited Liability Company with its principal office in Harris County, Texas.

5. Plaintiff Caelum Capital, LLC is a Texas Limited Liability Company with its principal office in Harris County, Texas.

6. Defendant DLA, Piper LLP (US) is a Foreign Limited Liability Partnership doing business in Texas with a principal office in Texas, and may be served with citation by serving its registered agent, Corporation Service Company dba CSC - Lawyers Incorporating Service Company at 701 Brazos Street, Suite 1050, Austin, Texas, 78701.

7. Defendant DLA, Piper (Argentina) is a law firm organized and existing under the laws of Argentina that does business in and commits a tort in whole or in part in Texas and may be served with citation through the Hague Service Convention by serving the Ministry of Foreign Affairs, International Trade and Worship as the Central Authority. This document must be translated into Spanish.

## **JURISDICTION, VENUE AND JOINDER**

8. This Court has jurisdiction over the subject matter of this cause because the damages are within the jurisdictional limits of the Court. This Court has jurisdiction over DLA because the acts and/or omissions complained of herein occurred in Texas and DLA does business in Texas and/or committed a tort, in whole or in part in Texas. More specifically, DLA contracted with Plaintiffs, Texas entities, to provide legal services, and agents of DLA, including Barros, made misrepresentations and directed tortious conduct towards Plaintiffs and Plaintiffs' agents while they were in Texas, and the damages to Plaintiffs occurred in Texas. Venue is proper in Harris County, Texas because all or a substantial part of the events or omissions giving rise to the claim occurred in Harris County, Texas.

## **BACKGROUND**

9. Noble is a project development company with its principal office in Harris County, Texas. Noble focuses on seeding and developing clean energy and infrastructure projects in developing countries and emerging economies, where market demand has created tangible opportunities for developers and financial institutions. Caelum works in conjunction with Noble to finance the projects.

10. Noble and Caelum – the Texas Clients – sought to develop various multi-million dollar solar projects in Argentina. Texas legal counsel for the Texas Clients in August of 2021 identified DLA as providing the specific legal services required in Argentina. DLA was retained based on its representation that it maintained “a highly qualified team of professionals providing top-rated legal advice to transnational investors in Argentina” including “foreign investments, corporate law, mergers and acquisitions, capital markets, financial and banking transactions, project finance, debt restructuring and insolvencies, infrastructure and government bidding processes, renewable energy and electricity,” among other things. DLA claimed that clients of its Argentina branch “include some

of the world's largest multinationals and financial institutions and some of the most important local companies and institutions.”

11. Based on these representations, the Texas Clients sought legal services from DLA to assist with the development of those projects by reaching out a DLA identified “Partner” named Juan Barros. DLA made these representations about Barros’ qualifications:

Juan Manuel Barros concentrates his practice on the energy sector.

Since 2011, he has been director of the Legal and Corporate department of the Regional Electricity Forum of the Province of Buenos Aires, which controls the FITBA Trust (Fondo para Inversiones en Transmisión de la Provincia de Buenos Aires). Juan Manuel currently also serves as area manager of Proinged (Programa Provincial de Incentivo a la Generación de Energía Distribuida) developing renewable energy projects for the Province of Buenos Aires. He has also worked as an external consultant for Eden S.A. and Edes S.A., two energy distribution companies, since 2014, advising them on renewable energy projects and their participation in certain trusts.

The Texas Clients reached out to Barros regarding his qualifications, and he replied:

Yes, indeed my area of expertise is renewable energy and I’ve participated in development, structuring and execution of biomass projects. I was for 8 years Legal Director of Freba, a trust for renewable projects in the province of Buenos Aires, and I participated in all the steps of biomass projects. Let me know when and on what days you can take Zoom and we can arrange a schedule. It will be a pleasure to advise your client in this matter. I’d also like to mention that we have advice on taxes.

Barros signed this email with a DLA signature block containing the word “Socio” which translates into “partner” in English. The email also contained a disclaimer that it “may be protected as an attorney client privileged communication.”

12. After contacting Barros, an attorney client relationship with DLA was formed. DLA contracted with the Texas Clients in September of 2021 to provide various legal services in connection with the projects, including drafting of contracts and corporate governing documents, due diligence, filings before governmental agencies, drafting of corporate governing documents, assistance with locating renewable energy projects and presentation of their owners for eventual purchases or investments, and legal advice on compliance, tax and labor issues. Per the agreement, the “DLA team”

would be “led by Juan Manuel Barros,” who DLA represented as the “partner to the Energy department” of the firm. The engagement agreement was signed by a representative of the Texas Clients in Harris County, Texas.

13. Over the next year, the Texas Clients worked with Barros and the DLA team trying to close on projects and do deals. The progress led by DLA was erratic, chaotic, with numerous failures along the way, all at a considerable expense of time, resources, and cash. At times the DLA team had to be supported by local Texas counsel because of inefficiencies and inadequacies.

14. In October of 2022 Barros notified the Texas Clients that he was leaving the firm and taking other DLA Team members with him. No schedule of departure was given and at no time was any communication received by DLA to the Texas Clients regarding the status of their DLA files. In February of 2023 the Texas Clients signed a new engagement agreement with Barros but despite requests, never received any disengagement agreement or status report from DLA itself. As of the date of this filing, no formal disengagement with DLA has occurred and no communication regarding the status of the Texas Clients files has been sent or received.

15. In January of 2024 Barros misappropriated funds from the Texas Clients and disappeared. After engaging local Argentinian legal counsel to pursue Barros, the Texas Clients learned that Barros was not, and never had been, a licensed Argentinian lawyer.

16. Unbeknownst to the Texas Clients during the entire time working with DLA, Barros was not a licensed attorney as represented by DLA and was never licensed when the Texas Clients engaged him as a “Partner” of DLA. He was not, and never has been, registered with the Buenos Aires Bar Association. Barros was practicing law at DLA without a law license, and yet, DLA was either knowingly or recklessly holding Barros out as a highly experienced law practitioner. On information and belief, DLA fired Barros after discovering his status and then endeavored to cover

up the situation by firing others in his “team.” In any case, no communication or remediation was afforded to the Texas Clients by DLA. Instead, DLA has engaged in a cover-up.

17. The Texas Clients incurred substantial time and more than \$600,000 attempting to develop and finalize the deals with the assistance of Barros. However, none of the deals came to fruition because of incompetence, poor communication, poor coordination, or self-dealing by Barros. More specifically, Barros insisted that he be “in charge” of the entities he was creating for the Texas Clients to effectuate the deals. On information and belief, Barros syphoned business prospects from the Texas Clients, which also contributed to the failure of the venture.

18. The Texas Clients sought legal services from DLA at the outset of their Argentinian endeavor to guide and direct their efforts by competent, licensed lawyers. Instead, DLA tricked the Texas Clients into thousands of dollars in legal fees for a fake attorney who was not only incompetent and unqualified, but who misappropriated funds from the Texas Clients and, on information and belief, usurped their business opportunities. Additionally, it appears as if DLA intentionally covered up the Barros situation with firings and then ceasing all communications with related clients in hope of “burying” the facts and the malfeasance. By failing to properly inform the Texas Clients, DLA willingly and knowingly allowed further wrongs to accrue.

### **STATEMENT OF CLAIMS**

19. Therefore, it has become necessary to bring this suit to collect the money damages owing to the Texas Clients due to DLA’s actions which constitute negligence, fraud, and breach of fiduciary duty.

### **NEGLIGENCE AND NEGLIGENT MISREPRESENTATION**

20. DLA is liable for negligence and negligent misrepresentation. DLA represented the Texas Clients with respect to the underlying transactions and therefore owed the Texas Clients duties of care as a matter of law. DLA fell below the standard of care by failing to comply with the standard

of care. Specifically, DLA represented to the Texas Clients that Barros was an attorney. That turned out to be untrue, and DLA failed to exercise ordinary care when communicating that information to the Texas Clients. Barros was unqualified and failed to competently handle the transactions and business ventures, causing several multi-million dollar deals to collapse. As a result, the Texas Clients sustained damages in Texas. Had ordinary care been exercised, and the Texas Clients been told that Barros was not a licensed attorney, the Texas Clients would not have hired DLA to assist them with the transactions and would not have lost the funds that they did with the failed transactions. Moreover, had the transactions been led by real lawyers, the Texas Clients would have closed on the transactions and recovered associated profits. Therefore, as a proximate cause of DLA's negligence and negligent misrepresentation, the Texas Clients suffered damages.

#### **FRAUD**

21. To the extent DLA knew or reasonably should have known that Barros was not a licensed attorney, but nonetheless represented to the Texas Clients the opposite, then DLA is not negligent: it is liable for fraud. In that instance, DLA falsely and repeatedly represented to the Texas Clients, in the engagement agreement and elsewhere, that Barros was an attorney. DLA knowingly made that false representation to the Texas Clients to hire DLA and Barros to assist with the business transactions. DLA knew or reasonably should have known that its representations were false when made. DLA made the misrepresentations with the intention that the Texas Clients act on them and the Texas Clients reasonably relied on the misrepresentations when they agreed to hire Barros as their "legal counsel" as a result. That conduct caused the Texas Clients damages as outlined herein.

#### **BREACH OF FIDUCIARY DUTY**

22. DLA is liable for breach of fiduciary duty. DLA owed the Texas Clients fiduciary duties as a matter of law by virtue of the attorney-client relationship. *See Deutsch v. Hoover, Bax & Slovacek, L.L.P.*, 97 S.W.3d 179, 197 (Tex. App.—Houston [14th Dist.] 2002, no pet.) ("Attorneys owe

their clients a fiduciary duty of most abundant good faith, requiring absolute perfect candor, openness and honesty, and the absence of any concealment or deception.”). “Breach of fiduciary duty by an attorney most often involves the attorney’s failure to disclose conflicts of interest, failure to deliver funds belonging to the client, placing personal interests over the client’s interests, improper use of client confidences, taking advantage of the client’s trust, engaging in self-dealing, and making misrepresentations.” *Goffney v. Rabson*, 56 S.W.3d 186, 193 (Tex. App.—Houston [14th Dist.] 2001, pet. denied). “A fiduciary has much more than the traditional obligation not to make any material misrepresentations; he has an affirmative duty to make a full and accurate confession of all his fiduciary activities, transactions, profits, and mistakes.” *Jackson Law Office, P.C. v. Chappell*, 37 S.W.3d 15, 22-23 (Tex. App. – Tyler 2000, pet. denied).

23. DLA and its agent for whom it is responsible Barros knowingly and intentionally breached its fiduciary duties to the Texas Clients by placing personal interests over the interests of the Texas Clients, improperly using the Texas Clients’ confidences and confidential information, taking advantage of their trust, engaging in self-dealing, and making misrepresentations. Specifically, DLA misrepresented Barros’ status as a lawyer, Barros misappropriated funds belonging to the Texas Clients, and, on information and belief, usurped their business opportunities for his own. Moreover, DLA charged the Texas Clients excessive fees, billed the Texas Clients for work that was not necessary, or provide legal services in a manner intended to unnecessarily increase its billings. These breaches of fiduciary duty proximately caused damages to Plaintiffs and/or resulted in ill-gained benefits to Defendants.

### **DAMAGES AND REQUESTED RELIEF**

24. Regarding the causes of action and conduct alleged above, Plaintiffs have sustained pecuniary losses that were proximately caused by DLA’s conduct. Plaintiffs seek the maximum



allowable of actual damages that are within the jurisdictional limits of this court. Plaintiffs seek monetary relief in excess of \$1,000,000.

#### **ACTUAL DAMAGES**

25. Plaintiffs seek actual damages that were caused by DLA's conduct, including fees and expenses associated with the transactions that would not have been incurred but for DLA's conduct.

#### **CONSEQUENTIAL DAMAGES**

26. Plaintiffs also seeks unliquidated consequential damages associated with the loss of the projects which would not have occurred but for DLA's conduct.

#### **EQUITABLE REMEDIES**

27. Due to DLA's intentional fraud and breach of fiduciary duty, Plaintiff is entitled to disgorge all fees and expenses paid to DLA and requests that those fees or expenses be placed into a constructive trust. In addition, the Court may order all profits obtained by a fiduciary to be disgorged as a result of the breach of fiduciary duty when the fiduciary competes with the beneficiary and benefits in some way. Thus, Plaintiffs seeks to disgorge any profits obtained by DLA or Barros related to the transactions made the basis of this lawsuit, including profits obtained from any business opportunities that Barros usurped, all of which are considered ill-gained benefits. The law does not allow DLA to profit from its intentional breach of fiduciary duty to the detriment of Plaintiffs.

#### **PUNITIVE AND EXEMPLARY DAMAGES**

28. Plaintiffs sue to recover punitive or exemplary damages arising out of DLA's knowing and intentional breach of fiduciary duty and fraud. Plaintiffs seek \$3,000,000 in exemplary damages, which is an appropriate figure taking into consideration the amount of actual damages, the nature of the wrong, the character of the conduct involved, the degree of culpability of DLA and its agents, the situation and sensibilities of the parties concerned, the extent to which such conduct offends a public sense of justice and propriety, and the net worth of DLA. Additionally, Plaintiffs will show by clear

and convincing evidence that DLA acted with malice because their acts and omissions were either with a specific intent to substantially injure Plaintiffs, or, when viewed objectively from the standpoint of DLA at the time of the occurrences in question, involved an extreme degree of risk, considering the probability and magnitude of harm to Plaintiffs, and of which DLA had actual, subjective awareness of the risk involved, but nevertheless proceeded with conscious indifference to the rights, safety, or welfare of Plaintiffs.

### **RESPONDEAT SUPERIOR**

29. Plaintiffs plead the legal theory of *respondeat superior*. All of the acts carried out by Barros were done while in the course and scope of his employment with DLA or on behalf of DLA. Accordingly, DLA is jointly liable for all damages, attorney's fees, and costs claimed herein.

### **TOLLING AND DISCOVERY RULE**

30. To the extent necessary, Plaintiffs affirmatively plead the discovery rule or fraudulent concealment to any defense of limitations asserted by DLA regarding any of their causes of action. Specifically, Plaintiffs did not know, nor could they have discovered any sooner with reasonable diligence, that DLA committed the malfeasance described herein. To the contrary, DLA affirmatively concealed the misconduct from Plaintiffs.

### **JURY DEMAND**

31. Plaintiffs desire to have a jury decide this case and make this formal request pursuant to Texas Rule of Civil Procedure 216. This request is filed more than thirty days before this case has been scheduled for trial and all fees have been (or will be) paid.

### **NOTICE OF INTENT TO USE PRODUCED DOCUMENTS**

32. Pursuant to Rule 193.7 of the Texas Rules of Civil Procedure, each party is hereby given notice of Dr. Anderson's intent to use any and all documents produced by any and all parties at any pretrial hearing, deposition, proceeding, the trial of this matter, or any combination thereof.

**PRAYER**

WHEREFORE, Plaintiffs pray that after trial herein, judgment be entered against DLA as prayed for, that costs of court be taxed against DLA, that Plaintiffs be given prejudgment as well as post judgment interest, and for such other and further relief, at law and in equity to which they may show themselves to be justly entitled.

Respectfully submitted,

**THE KASSAB LAW FIRM**



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**ATTORNEYS FOR PLAINTIFFS**

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Status as of 11/15/2024 11:26 AM CST

Associated Case Party: Noble Generation LLC

Name	BarNumber	Email	TimestampSubmitted	Status
Lance ChristopherKassab		eserve@kassab.law	11/15/2024 10:26:01 AM	SENT