

NOSSAMAN LLP  
ASHLEY K. DUNNING (SBN 185014)  
adunning@nossaman.com  
ALEXANDER WESTERFIELD (SBN 295676)  
awesterfield@nossaman.com  
50 California Street, 34th Floor  
San Francisco, CA 94111  
Telephone: 415.398.3600  
Facsimile: 415.398.2438

NOSSAMAN LLP  
ALLISON C. CALLAGHAN (SBN 294725)  
acallaghan@nossaman.com  
621 Capitol Mall, Suite 2500  
Sacramento, CA 95814  
Telephone: 916.442.8888  
Facsimile: 916.442.0382

NOSSAMAN LLP  
JULIA BOTEZATU (SBN 329119)  
jbotezatu@nossaman.com  
777 South Figueroa Street, 34th Floor  
Los Angeles, CA 90017  
Telephone: 213.612.7800  
Facsimile: 213.612.7801

Attorneys for Plaintiff  
Los Angeles County Employees Retirement Association

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

LOS ANGELES COUNTY EMPLOYEES  
RETIREMENT ASSOCIATION, an  
independent agency,

Plaintiff,

vs.

CARMELO MARQUEZ, an individual;  
SAFESEC, LLC, a Wyoming limited liability  
company; and DOES 1–10, inclusive,

Defendants.

Case No: **25NNCV03240**

**COMPLAINT FOR DAMAGES,  
EQUITABLE RELIEF, AND CIVIL  
PENALTIES FOR:**

- (1) VIOLATION OF CONFLICT OF  
INTEREST LAW (GOV. CODE § 1090, ET  
SEQ.)
- (2) VIOLATION OF POLITICAL REFORM  
ACT (GOV. CODE § 87100, ET SEQ.)
- (3) VIOLATION OF POLITICAL REFORM  
ACT (GOV. CODE § 87200, ET SEQ.)
- (4) BREACH OF FIDUCIARY DUTY
- (5) AIDING AND ABETTING BREACH OF  
FIDUCIARY DUTY
- (6) FRAUD
- (7) DECLARATORY RELIEF

Electronically FILED by  
Superior Court of California,  
County of Los Angeles  
5/12/2025 8:28 PM  
David W. Slayton,  
Executive Officer/Clerk of Court,  
By D. Gallegos, Deputy Clerk

1 Plaintiff Los Angeles County Employees Retirement Association (“LACERA”), an  
2 independent governmental entity, brings this complaint for damages, equitable relief and civil  
3 penalties against Carmelo Marquez (“MARQUEZ”), an individual; SafeSec, LLC, a Wyoming  
4 limited liability company (“SAFESEC”); and Does 1-10, inclusive (collectively referred to as  
5 “Defendants”), and alleges as follows:

6 **GENERAL ALLEGATIONS**

7 1. At all times mentioned herein, LACERA was, and now is, an independent  
8 governmental entity that has a fiduciary responsibility to administer benefits and manage the  
9 retirement funds for the current and former employees of the County of Los Angeles and other  
10 special districts not part of the County government, including the Los Angeles Superior Courts,  
11 Los Angeles County Office of Education, Local Agency Formation Commission for the County  
12 of Los Angeles, South Coast Air Quality Management District, and Little Lake Cemetery  
13 District.

14 2. In March 2021, LACERA engaged MARQUEZ as an independent contractor in  
15 the position of Information Security Architect in the information security office at LACERA.

16 3. MARQUEZ began working at LACERA in this capacity on or around April 12,  
17 2021.

18 4. In or about February 2023, LACERA elevated MARQUEZ in his contractor role  
19 to the position of Interim Information Security Officer (“ISO”).

20 5. In his capacity as Information Security Architect and Interim ISO, MARQUEZ  
21 was authorized by LACERA to engage in contracting on behalf of LACERA, and in fact did so.  
22 In addition, when he was promoted to the position of Interim ISO, MARQUEZ became a  
23 manager of LACERA and reported directly to LACERA’s Deputy Chief Executive Officer.  
24 Thus, MARQUEZ had management responsibilities and reported directly to the LACERA  
25 Executive Office. In his tenure with LACERA, MARQUEZ: provided Information Security  
26 updates to LACERA’s Executive Office and LACERA’s Boards; handled the procurement  
27 process for all required departmental purchases; initiated, maintained, and managed vendor  
28 relationships; and served as an advisor to LACERA on all cybersecurity matters, new technology

1 and business processes to be implemented, and new vulnerability management and remote access  
2 management tools, products, and services to be purchased by LACERA, including by identifying  
3 and recommending the vendors or Value-Added Resellers (“VARs”) who would supply the  
4 products and services, and by negotiating the contracts with such vendors and VARs.

5         6.       Consistent with general commercial practice for the purchase of information  
6 technology goods and services, LACERA commonly uses VARs to obtain security products  
7 instead of contracting directly with the companies that manufacture such products. LACERA’s  
8 Policy for Purchasing Goods and Services requires a minimum of three written bids/proposals  
9 for procurements over \$5,000—and thus three or more vendors or VARs compete to sell a  
10 particular good or service. LACERA generally awards the contract to the VAR with the lowest  
11 bid for the best available good or service suited to LACERA’s needs unless a compelling reason  
12 exists to select a VAR with a higher bid.

13         7.       In September 2022, while working at LACERA, MARQUEZ formed SAFESEC,  
14 a Wyoming limited liability company.

15         8.       On information and belief, at all relevant time periods, MARQUEZ served as the  
16 sole member and owner of SAFESEC, and MARQUEZ acted through SAFESEC as an alter ego.

17         9.       In or about October 2022, MARQUEZ sought guidance from a representative of a  
18 cybersecurity company, Tenable Inc. (“Tenable”), on how a company could become a VAR of  
19 Tenable products. In a written communication to the representative, MARQUEZ explained that  
20 he was “asking for a close friend who recently started a Cyber Security consulting company.”

21         10.      On information and belief, Marquez’s efforts led to SAFESEC becoming a VAR  
22 of Tenable products in or about October 2022.

23         11.      In or about October and November 2022, while working at LACERA,  
24 MARQUEZ recommended, directed, and secured the onboarding of SAFESEC as a VAR with  
25 which LACERA could contract.

26         12.      MARQUEZ achieved the onboarding of SAFESEC as a VAR by, among other  
27 things, requesting guidance from a LACERA employee regarding what steps he needed to take  
28 and what information was required to establish SAFESEC in LACERA’s procurement system.

1           13.     After SAFESEC was onboarded as a VAR in LACERA's procurement system at  
2 MARQUEZ's recommendation and instruction, MARQUEZ recommended to LACERA the  
3 purchase of certain products and services through SAFESEC, including vulnerability  
4 management and remote access management products and services.

5           14.     MARQUEZ recommended and oversaw the contracting of LACERA with  
6 SAFESEC for the purchase of products and services offered by Tenable. MARQUEZ ensured  
7 the purchase of Tenable products and services through SAFESEC by using insider information to  
8 submit the lowest bid.

9           15.     The invoices SAFESEC issued to LACERA for the purchase of Tenable products  
10 and services were in the sum of \$78,447.11 for an initial purchase and \$12,798.73 for a Tenable  
11 Add-On, for a total sum of \$91,245.84. LACERA paid SAFESEC for these invoices in full at  
12 Marquez's request and with his approval.

13           16.     On information and belief, MARQUEZ solicited quotes from two other vendors  
14 of the Tenable products in order to provide the appearance of a competitive process when, in  
15 fact, he made certain that SAFESEC would offer the lowest quote for the products in order to  
16 guarantee that LACERA would elect to contract with SAFESEC for the Tenable products,  
17 consistent with LACERA's policy to contract with the lowest bidder absent a reasonable  
18 justification that supported deviating from that policy.

19           17.     MARQUEZ likewise recommended and oversaw the contracting of LACERA  
20 with SAFESEC for the purchase of products offered by Banyan Security ("Banyan"). As with  
21 the Tenable purchase, MARQUEZ also ensured the purchase of Banyan products through  
22 SAFESEC by using insider information to submit the lowest bid.

23           18.     On information and belief, MARQUEZ solicited quotes from two other vendors  
24 of the Banyan products in order to provide the appearance of a competitive process when, in fact,  
25 he made certain that SAFESEC would offer the lowest quote for the products in order to  
26 guarantee that LACERA would elect to contract with SAFESEC for the Banyan products,  
27 consistent with LACERA's policy to contract with the lowest bidder absent a reasonable  
28 justification that supported deviating from that policy.

1           19.     The invoice SAFESEC issued to LACERA for the purchase of Banyan products  
2 totaled \$32,400.00. LACERA paid this invoice to SAFESEC in full at Marquez’s request and  
3 with his approval.

4           20.     On information and belief, MARQUEZ used the alias “Carlos Rodriguez” to  
5 effectuate the foregoing scheme. Using that alias, MARQUEZ held himself out to LACERA and  
6 product providers, including Tenable and Banyan, as a representative of SAFESEC to avoid  
7 disclosing his conflict of interest.

8           21.     MARQUEZ repeatedly instructed LACERA personnel to work with “Carlos  
9 Rodriguez” at SAFESEC to facilitate the contracts between LACERA and SAFESEC.

10          22.     On information and belief, MARQUEZ purposefully concealed his relationship  
11 to, and financial interest in, SAFESEC from LACERA, including by failing to disclose his  
12 financial interest in SAFESEC on the Statement of Economic Interests (“Form 700”) Assuming  
13 Office Statement that he was required to file, and that he did file, with LACERA on March 29,  
14 2023. MARQUEZ also failed to disclose his financial interest in SAFESEC on the Form 700  
15 Leaving Office Statement that he was required to file, and that he did file, with LACERA on  
16 August 8, 2023.

17          23.     Following his departure from LACERA on May 19, 2023, MARQUEZ continued  
18 to use the alias “Carlos Rodriguez” to communicate with LACERA personnel in an effort to  
19 secure a renewal of SAFESEC’s contract with LACERA for the purchase of Tenable products.

#### 20                           **JURISDICTION AND VENUE**

21          24.     This Court has subject matter jurisdiction over this matter because LACERA’s  
22 causes of action are pleaded under California law.

23          25.     This Court has personal jurisdiction over this matter because MARQUEZ resides  
24 and SAFESEC does business within the County of Los Angeles.

25          26.     Venue is proper in the Superior Court of the County of Los Angeles pursuant to  
26 California Code of Civil Procedure section 395(a) because at least one of the Defendants resides  
27 in the County of Los Angeles, and pursuant to California Code of Civil Procedure section 395.5  
28

1 because the contracts between SAFESEC and LACERA were made and performed in the County  
2 of Los Angeles and the liability of SAFSEC has arisen in the County of Los Angeles.

3 **COMPLIANCE WITH POLITICAL REFORM ACT**

4 27. As required by Government Code section 91007, on January 14, 2024, LACERA  
5 referred its investigation into MARQUEZ and SAFESEC to the Los Angeles County District  
6 Attorney (“DA”) George Gascón and to the Enforcement Division Chief of the Fair Political  
7 Practices Commission (“FPPC”) James Lindsay.

8 28. On December 13, 2024, LACERA sent a follow up letter to DA Nathan  
9 Hochman, as required by Government Code section 91007, requesting that the DA commence a  
10 civil action under the Political Reform Act.

11 29. By letter dated January 17, 2025, the DA informed LACERA that LACERA may  
12 initiate its own civil action against MARQUEZ and SAFESEC.

13 **FIRST CAUSE OF ACTION**

14 **(For Violation of Cal. Gov. Code § 1090, *et seq.*)**

15 **Against Defendants Carmelo Marquez, SafeSec and DOES 1–10**

16 30. LACERA incorporates herein by reference and realleges the allegations stated in  
17 Paragraphs 1 through 29, inclusive, of this Complaint.

18 31. California Government Code section 1090 prohibits a public officer, employee, or  
19 agency from participating in making any government contract in which that officer, employee, or  
20 agency has a financial interest and also prohibits aiding and abetting a violation of section 1090.

21 32. The term “officer” in California Government Code section 1090 has been  
22 interpreted broadly to apply to “outside advisors [independent contractors, including corporate  
23 consultants] with responsibilities for public contracting similar to those belonging to formal  
24 officers.” (*See People v. Superior Court (Sahlolbei)* (2017) 3 Cal.5th 230, 237–240.)

25 33. Under California Government Code section 1092, contracts and the approval of  
26 payments made in violation of California Government Code section 1090 may be avoided at the  
27 request of any party to the contract other than the financially interested officer. Among other  
28 remedies, all of the payments made by a public entity pursuant to a contract tainted by a conflict  
must be refunded to the public entity.

1           34.     As alleged herein, MARQUEZ had a financial interest in the contracts entered  
2 into between LACERA and SAFESEC, due to the fact that he was, based on information and  
3 belief, the sole member and owner of SAFESEC at the time of contracting.

4           35.     Acting in his official capacity as Information Security Architect and Interim ISO,  
5 on behalf of LACERA, MARQUEZ initiated, encouraged, and was thereafter closely involved in  
6 the making, fulfillment, and payment of LACERA's contracts with SAFESEC.

7           36.     MARQUEZ was aware at all relevant times that he was financially interested in  
8 the contracts between LACERA and SAFESEC due to his ownership interest in SAFESEC, and  
9 he intentionally influenced LACERA's contracting decisions with SAFESEC, all while acting  
10 for SAFESEC using the alias "Carlos Rodriguez."

11          37.     Because of MARQUEZ's conflicts of interest and participation in the making of  
12 contracts between SAFESEC and LACERA, the contracts between SAFESEC and LACERA  
13 were void when executed.

14          38.     The conduct of MARQUEZ, SAFESEC, and DOES 1-10 who aided and abetted  
15 the wrongdoing violated California Government Code section 1090 and was a substantial factor  
16 in causing LACERA to sustain damages, in an amount according to proof, including  
17 disgorgement of the sums paid by LACERA to MARQUEZ doing business as SAFESEC.

18                               **SECOND CAUSE OF ACTION**  
19                               **(For Violation of the Political Reform Act—Cal. Gov. Code § 87100, *et seq.*)**  
                                  **Against Defendant Carmelo Marquez**

20          39.     LACERA incorporates herein by reference and realleges the allegations stated in  
21 Paragraphs 1 through 38, inclusive, of this Complaint.

22          40.     California Government Code section 87100 prohibits a public official from  
23 making, participating in, or influencing a governmental decision that will have a reasonably  
24 foreseeable and material financial effect on an official's financial interests.

25          41.     During MARQUEZ's tenure with LACERA, he was a public official under the  
26 California Political Reform Act (Gov. Code § 87100, *et seq.*) ("Political Reform Act").  
27  
28

1           42.     MARQUEZ, in his role as Interim ISO at LACERA, was also serving in a  
2 position subject to the conflict-of-interest provisions of the Political Reform Act and thus was  
3 required to file Form 700s with LACERA.

4           43.     Pursuant to LACERA's Conflict of Interest Code, MARQUEZ was required to  
5 disclose all business positions (regardless of whether the position is compensated or not),  
6 investments in, or income (including gifts, loans and travel payments) received from business  
7 entities that manufacture, provide, or sell services and/or supplies of a type utilized by LACERA  
8 and associated with the job assignment of the ISO.

9           44.     MARQUEZ had a financial interest in SAFESEC as, based on information and  
10 belief, its sole member and owner.

11           45.     SAFESEC provides and sells services and/or products of a type utilized by  
12 LACERA and associated with the job assignments MARQUEZ held during his tenure with  
13 LACERA.

14           46.     MARQUEZ had a financial interest in the governmental decisions regarding  
15 procurement and payment by LACERA for products and services provided through SAFESEC,  
16 including for the goods and services for which SAFESEC submitted invoices to LACERA,  
17 totaling \$123,645.84, which LACERA paid.

18           47.     MARQUEZ made, participated in making, attempted to use, and/or did use his  
19 official position to influence governmental decisions regarding procurement and payment by  
20 LACERA for goods and services procured from SAFESEC for his personal financial benefit and  
21 gain.

22           48.     MARQUEZ knew or should have known that LACERA's contracting with  
23 SAFESEC would have a reasonably foreseeable material financial effect on his financial interest.

24           49.     MARQUEZ purposefully concealed his financial interest in SAFESEC, including  
25 by failing to disclose his financial interest in SAFESEC on the Form 700 Assuming Office  
26 Statement that he was required to file, and which he did file on March 29, 2023, and on the Form  
27 700 Leaving Office Statement that he was required to file, and which he did file on August 8,  
28 2023.



1           50. Each decision in which MARQUEZ was financially interested and that he made,  
2 participated in making, attempted to use, and/or did in fact use his official position to influence,  
3 constitutes a separate violation of the Political Reform Act. These decisions include, but are not  
4 limited to, initiating, encouraging, and overseeing the contracting by LACERA with and  
5 payment to SAFESEC.

6           51. MARQUEZ is accordingly liable for three times the amount of the benefit  
7 received in violation of Government Code section 87100.

8                                   **THIRD CAUSE OF ACTION**  
9                                   **(For Violation of the Political Reform Act—Gov. Code § 87200 *et seq.*)**  
10                                  **Against Defendant Carmelo Marquez**

11           52. LACERA incorporates herein by reference and realleges the allegations stated in  
12 Paragraphs 1 through 51, inclusive, of this Complaint.

13           53. California Government Code section 87200 *et seq.* requires public officials such  
14 as MARQUEZ to disclose investments, interests in real property, income, and business positions  
15 in a Form 700.

16           54. MARQUEZ was required to file an Assuming Office Form 700 and a Leaving  
17 Office Form 700.

18           55. MARQUEZ was required by Government Code section 87207 to disclose on both  
19 Form 700s, as relevant here, any income attributable to SAFESEC.

20           56. MARQUEZ was required by Government Code section 87209 to disclose on both  
21 Form 700s, as relevant here, business positions in business entities that provide or sell services  
22 and/or supplies of the type utilized by LACERA and associated with the job assignment of  
23 designated positions assigned to his disclosure category.

24           57. MARQUEZ reported on both Form 700s that he had no SAFESEC income or  
25 business positions to disclose, and signed these forms under penalty of perjury.

26           58. At the time MARQUEZ filed the Assuming Office and Leaving Office Form  
27 700s, he had a disclosable business position with SAFESEC, and, on information and belief, had  
28 received reportable income from SAFESEC.

          59. MARQUEZ has never filed corrected Form 700s.

60. MARQUEZ is accordingly liable for the amounts and values not properly reported and is required to file corrected Form 700s with LACERA.

**FOURTH CAUSE OF ACTION**  
**(For Breach of Fiduciary Duty)**  
**Against Defendant Carmelo Marquez**

61. LACERA incorporates herein by reference and realleges the allegations stated in Paragraphs 1 through 60, inclusive, of this Complaint.

62. By virtue of being entrusted to act as LACERA's agent in serving as Information Security Architect and Interim ISO, MARQUEZ was a fiduciary to LACERA, owed fiduciary duties, and was required to act in the interest and for the benefit of LACERA and its members and their beneficiaries.

63. MARQUEZ breached his fiduciary duties by committing the acts complained of herein, namely initiating, encouraging, and overseeing the contracting by LACERA with SAFESEC in an effort secure personal financial benefit and gain by way of his financial interest in SAFESEC as its sole member and owner.

64. LACERA suffered damages as a result of MARQUEZ's breach of his fiduciary duties. The financial gain MARQUEZ secured provided no use or benefit to LACERA and was a wasteful expenditure of public funds.

65. As a proximate result of MARQUEZ's conduct, LACERA has been damaged in an amount to be determined at trial.

66. The actions of MARQUEZ were done with malice, fraud, oppression, and reckless disregard for the rights of LACERA within the meaning of California Civil Code section 3294 as demonstrated, among other things, by his use of the alias "Carlos Rodriguez" and by his omission of his interest in SAFESEC from the Form 700s filed with LACERA. Therefore, LACERA is entitled to recover punitive damages against MARQUEZ.

**FIFTH CAUSE OF ACTION**  
**(For Aiding and Abetting Breach of Fiduciary Duty)**  
**Against Defendant SafeSec**

67. LACERA incorporates herein by reference and realleges the allegations stated in Paragraphs 1 through 66, inclusive, of this Complaint.

68. By virtue of being entrusted to act as LACERA's agent in serving as Information Security Architect and Interim ISO, MARQUEZ was a fiduciary to LACERA, owed fiduciary duties, and was required to act in the interest and for the benefit of LACERA and its members and their beneficiaries.

69. MARQUEZ breached his fiduciary duties by committing the acts complained of herein, namely initiating, encouraging, and overseeing the contracting by LACERA with SAFESEC in an effort secure personal financial benefit and gain by way of his financial interest in SAFESEC as its sole member and owner.

70. SAFESEC has at all relevant times known that MARQUEZ owed fiduciary duties to LACERA and, further, that MARQUEZ breached his fiduciary duties by committing the acts complained of herein.

71. Despite this knowledge, SAFESEC substantially aided, abetted, assisted, and facilitated MARQUEZ's breach of his fiduciary duties to LACERA by, *inter alia*, contracting with LACERA for the purchase of products and services offered by Tenable and Banyan.

72. LACERA has been damaged as a result of SAFESEC's conduct in an amount to be determined at trial.

73. The actions of SAFESEC were done with malice, fraud, oppression, and reckless disregard for the rights of LACERA within the meaning of California Civil Code section 3294 as demonstrated, among other things, by the repeated use of the false alias “Carlos Rodriguez” in securing business from, communicating with, and receiving payment from LACERA and failure to disclose the involvement of MARQUEZ in SAFESEC. Therefore, LACERA is entitled to recover punitive damages against SAFESEC.

### SIXTH CAUSE OF ACTION

**(Fraud Against LACERA)**

## Against Defendants Carmelo Marquez and SafeSec

74. LACERA incorporates herein by reference and realleges the allegations stated in Paragraphs 1 through 73, inclusive, of this Complaint.

75. MARQUEZ initiated and carried out a scheme to defraud LACERA by creating an entity, SAFESEC, that MARQUEZ had inside information from LACERA would be eligible

1 to apply for contracts with LACERA, by securing information from LACERA to obtain such  
2 contracts on behalf of SAFESEC and himself, and by impersonating another individual, "Carlos  
3 Rodriguez," in order to further the fraudulent scheme by representing "Carlos Rodriguez" as a  
4 SAFESEC representative in lieu of himself and by failing to disclose MARQUEZ's interest in  
5 SAFESEC on the Form 700s filed with LACERA

6 76. MARQUEZ intended that LACERA rely on these representations to enter into the  
7 contracts between it and SAFESEC.

8 77. LACERA reasonably relied on MARQUEZ's representations that "Carlos  
9 Rodriguez" was a person distinct from MARQUEZ himself.

10 78. LACERA was harmed by entering into the contracts with SAFESEC.

11 79. LACERA would not have entered into the contracts with SAFESEC had  
12 MARQUEZ not represented himself to be a different person, "Carlos Rodriguez," to LACERA  
13 when contracting on behalf of SAFESEC.

14 80. As a proximate result of MARQUEZ's conduct, LACERA has been damaged in  
15 an amount to be determined at trial.

16 81. The actions of MARQUEZ were done with malice, fraud, oppression, and  
17 reckless disregard for the rights of LACERA within the meaning of California Civil Code section  
18 3294 as demonstrated, among other things, by his use of the alias "Carlos Rodriguez," and by his  
19 omission of his interest in SAFESEC from the Form 700s filed with LACERA. Therefore,  
20 LACERA is entitled to recover punitive damages against MARQUEZ.

21 **SEVENTH CAUSE OF ACTION**

22 **(Declaratory Relief)**

23 **Against Defendants Carmelo Marquez and SafeSec**

24 82. LACERA incorporates herein by reference and realleges the allegations stated in  
25 Paragraphs 1 through 81, inclusive, of this Complaint.

26 83. An actual and present controversy exists between LACERA and Defendants as to  
27 their rights and duties with respect to another under the contracts between LACERA and  
28 SAFESEC and the applicable statutes.

1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of itself, prays for judgment against Defendants as follows:

3 1. That under Government Code section 1092, and the Court's inherent equitable  
4 power, the Court find that Defendant MARQUEZ has violated the California conflict of interest  
5 statutes, Government Code sections 1090 and 87100, *et seq.*, and that all of his actions on behalf  
6 of LACERA in relation to procurement from or through SAFESEC for his personal financial  
7 gain and benefit are void and set aside;

8 2. For a declaration that LACERA's contracts with, and purchase orders and  
9 payments to, SAFESEC are void and an order that Defendants MARQUEZ and SAFESEC repay  
10 to LACERA all payments previously made by it to SAFESEC;

11 3. For damages, in an amount according to proof, including disgorgement by  
12 MARQUEZ and SAFESEC of all other gains received as the result of their violation of conflict-  
13 of-interest laws applicable to their transactions with LACERA, with pre- and post-judgment  
14 interest;

15 4. For a mandatory injunction against MARQUEZ pursuant to Government Code  
16 section 91003 to compel compliance with Government Code section 87200, *et seq.*;

17 5. For a determination that MARQUEZ, aided and abetted by SAFESEC, breached  
18 his fiduciary obligations to LACERA by engaging in a scheme to defraud LACERA, resulting in  
19 damages to LACERA in an amount to be determined in accordance with proof;

20 6. For a determination that MARQUEZ and SAFESEC committed fraud on  
21 LACERA while MARQUEZ was serving as LACERA's Information Security Architect and  
22 Interim ISO, resulting in damages to LACERA in an amount to be determined in accordance  
23 with proof;

24 7. For civil penalties against MARQUEZ under Government Code section 91004 for  
25 the amount not properly reported on his Form 700 Assuming Office and Leaving Office  
26 statements, according to proof at trial;

1           8.       For civil penalties against MARQUEZ under Government Code Section 91005(b)  
2 for an amount three times the value of the economic benefit that he realized as a result of his  
3 violation of Government Code sections 87100, *et seq.*, according to proof at trial;

4           9.       For attorneys' fees and costs, in accordance with proof, including investigation  
5 and litigation costs, as provided by Code of Civil Procedure section 1021.5, Government Code  
6 section 91003, and other applicable law;

7           10.      For punitive damages; and

8           11.      For such other relief as the Court may deem just and proper.

9                               **DEMAND FOR JURY TRIAL**

10          LACERA demands a jury trial on the claims alleged herein.

11       Dated: May 9, 2025

NOSSAMAN LLP  
ASHLEY K. DUNNING

12  
13  
14       By: 

Ashley K. Dunning

15  
16       Attorneys for Plaintiff  
17       Los Angeles County Employees Retirement  
18       Association  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28