

Attachment 1

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK**

GUZEL GANIEVA,

Plaintiff,

v.

LEON BLACK,

Defendant.

Index No. 155262/2021

IAS Part 58

Hon. David B. Cohen

Motion Seq. No. 013

**AFFIRMATION OF JOAN ILLUZZI-ORBON IN OPPOSITION TO
PLAINTIFF'S MOTION TO DISQUALIFY DEFENDANT'S COUNSEL**

I, JOAN ILLUZZI-ORBON, an attorney duly admitted to practice before the Courts of the State of New York, and not a party in the above-captioned action, hereby affirm under penalty of perjury, pursuant to CPLR 2106, that the following is true and correct:¹

1. In 1988, I graduated from law school and began working at the Office of the District Attorney for New York County ("DANY"). Over the next 34 years, I served as an Assistant District Attorney at DANY, always focused on advancing the Office's mission of serving the public and pursuing justice. At DANY, I began as a trial lawyer handling trials of primarily street crime and was promoted over time to the role of senior trial counsel. In addition to my trial and investigative work, I was appointed to supervisory roles during my tenure. I was appointed by District Attorney Cyrus R. Vance, Jr. to the position of the Chief of the Hate Crimes Unit, and then subsequently to Executive Assistant District Attorney and Chief of the Trial Division. As Chief of the Trial

¹ I can also provide to the Court an *in camera* supplemental affirmation prepared by independent counsel whom I have separately retained, which has not been shared with either Wigdor LLP or Perry Guha LLP, setting forth further information that may be relevant to the Court's analysis. My attorney will file a separate letter raising this with the Court.

Division, I supervised all prosecutions of street crime and the work of approximately 400 prosecutors.

Consulting with Perry Guha LLP

2. I left DANY in January 2022 when the incoming District Attorney Alvin L. Bragg, Jr. assumed office. I resigned along with other members of the former District Attorney's Executive team to allow the new District Attorney to appoint his own Executive team, as is standard practice.

3. Immediately after leaving DANY in January 2022, I took a position as a Fellow at the Manhattan Institute. I also intended to work on a limited basis, expecting to represent women who are survivors of sexual violence. With that in mind, I undertook a few limited representations with other law firms.

4. I first met Danya Perry, founder of Perry Guha LLP ("Perry Guha" or the "Firm"), when we served as co-counsel together on a matter involving a survivor of sexual violence in March 2022. I was impressed by her professionalism, commitment to the truth, and the tenacity with which she pursued justice on behalf of our mutual client.

5. Eventually Ms. Perry and I began to discuss the idea of working together to represent more survivors of sexual assault. In particular, Ms. Perry and I discussed the fact that the New York State Adult Survivors Act would open the statute of limitations period for sexual assault survivors for a one-year period beginning in November 2022, and we anticipated that a number of survivors would need representation. I learned more about her practice and later met her co-founder, Samidh Guha. Over the course of several conversations with both of them, I learned more about the Firm and their approach to survivor work in particular. The Firm's commitment to

trauma-informed and evidence-driven advocacy, including on behalf of survivors of sexual assault and misconduct, further impressed me.

6. In August 2022, after continued conversation with Perry and Guha, separately and in a group, I decided to establish an “of counsel” relationship with the Firm in a part-time and limited capacity. I was excited about the opportunity to originate new matters with Perry Guha in which we could help individual survivors pursue justice, and to have the flexibility to still spend a significant portion of the week with my family. I was not interested in joining a firm. My agreement with Perry Guha, which is entitled “Consulting Agreement,” labels me exactly what I am: an “independent contractor” who works with the Firm on a part-time of counsel basis. On average I work fewer than ten hours per week for the Firm and, to the best of my knowledge, have only exceeded that number once.

7. To date, I have worked on two matters with the Firm in my capacity as “of counsel,” neither of which have anything to do with Mr. Black and only one of which is still active.

Wigdor LLP’s Allegations

8. Late in the evening of October 13, 2022, I received a series of texts from Douglas Wigdor alleging, in substance, that I was ethically and morally unsound for choosing to affiliate with Perry Guha LLP, and asserting that I had a conflict of interest that should be imputed to the Firm requiring its disqualification from the case.

9. I explained to Mr. Wigdor that he was incorrect in his understanding of the situation, both as to the nature of my affiliation with Perry Guha LLP and the existence of a conflict of interest. I explained that when I learned that Mr. Black was a client of the Firm—and without learning anything more about the nature of their representation—I immediately advised the Firm that I could receive no information from or have any discussions with attorneys from the Firm

about Mr. Black. I told Mr. Wigdor that Perry Guha had immediately agreed that I would be “walled off,” to ensure that no information would ever be shared, and that I would have nothing to do with the case.

10. Mr. Wigdor persisted in his claim that I had a conflict of interest and had acted unprofessionally in affiliating with Perry Guha. I was stunned by this accusation because I would never violate my duty to DANY or my ethical obligations and had acted immediately to steer well clear of providing or receiving any information regarding Perry Guha LLP’s representation of Mr. Black. Mr. Wigdor insisted that none of that mattered because my affiliation with Perry Guha was upsetting to his client and that there was “an appearance of impropriety.”

11. I was subsequently contacted by a reporter from the Financial Times regarding this issue, prior to the filing of the current motion. I participated in the call with Mr. Guha and we both noted that the reporter echoed the exact same arguments and theories advanced by Mr. Wigdor to me earlier.

12. I was also contacted by an official at DANY prior to the filing of the current motion. The DANY official advised me that Mr. Wigdor had lodged a complaint with DANY regarding my work with Perry Guha. When I explained the steps that we had taken to ensure that no information passed in either direction, the DANY official advised me that the steps taken were appropriate, and that DANY had no concerns about the propriety of my work with Perry Guha or my conduct.

13. Consistent with my professional and ethical obligations to DANY, I will not publicly confirm or deny whether there was, or was not, any investigation conducted by DANY into this matter. I affirm without reservation that I have not told anyone at Perry Guha (or anyone else) anything remotely related to the matter, including about the nature of DANY’s relationship

to the matter, if any, or about the extent of my involvement with that relationship while there, if any.² In fact, the only information the Perry Guha team (and the public) know about my involvement with the matter is what Wigdor LLP stated in various press statements and then filed in their motion.

Perry Guha LLP's Screening Process

14. I have been completely walled off from this matter. I have never discussed Mr. Black or this case with anyone at the Firm. The only files I have access to at Perry Guha relate to two matters where we are co-counsel or have a consultancy-based shared matter. I do not have access to the Firm's files in this case (or in any other case on which I am not consulting).

15. I am also physically separated from Firm personnel, meaning there is no risk of overheard conversations or inadvertent disclosures. I have never worked in the same office space as the Firm, and we agreed from the outset that while I could access and use Firm space, I would not have my own office because of the limited nature of my consulting relationship. To date, I have never set foot in the Firm's physical space.

16. Other than on my current active matters with the Firm (including the matter wherein I represent the client independently of Perry Guha), my only interaction with other Firm personnel is occasionally listening to firm-wide update calls. By design, I disconnect from the call before anything, no matter how ministerial, related to the Leon Black matter is discussed. To the extent I participate in these calls, it is related only to my active matters with the Firm.

17. I have no financial interest in the Firm's representation of Leon Black and my compensation by the Firm does not derive in any way from that engagement.

² As noted above, I can provide the Court with further information if helpful. My attorney's separately filed letter raises this possibility with the Court.

18. I have reviewed a letter Mr. Guha provided to DANY, dated October 19, 2022, outlining the steps taken by the Perry Guha Firm. I confirm that, to the best of my knowledge, the letter accurately describes the steps taken by the Firm.

19. In summary, I have no access to any of the information in this case and have never discussed the case with anyone in the Firm. The screening procedures put in place ensure that the only way I could access the case files or any information about the case is if I affirmatively sought to circumvent the screening process; the screen has eliminated any risk of inadvertent disclosure. The only way that the screen would fail is if I chose to act unethically and disclose information to attorneys in the Firm, which I have never done and never would do.

20. Ultimately, the most important element of any screen is personal. I committed to never discussing the Leon Black matter with anyone at the Firm and they did the same. No one has broken that commitment. The Firm and I have taken steps to build a robust screen, and everyone has complied with its provisions. The screen's structural provisions ensure that any information I may have from my time at DANY that is related to this matter cannot and will not reach others at the Firm, nor will any of the Firm's information about the Leon Black matter reach me.

Conclusion

Wigdor LLP asks this court to impute my "potential conflict" to a law firm to which I am an independent contractor and about a matter from which I am completely screened off. This request unnecessarily assumes—despite the actual evidence—the worst of former public servants and would undoubtedly restrict private sector employment opportunities for longtime prosecutors, myself included. If granted, it would have a chilling effect on attorneys joining public service. The requirements of Rule 1.11 are more than satisfied here because I have been completely walled off

and have no economic interest in the matter. Therefore, there is no basis for disqualification. Given the facts, I believe that Wigdor LLP's motion is more about litigation gamesmanship than it is about actual concerns that I have leaked information. Certainly, it would be to Wigdor LLP's advantage if the Perry Guha Firm, whose attorneys have presumably spent a great deal of time learning the facts of this case, were to be disqualified. Because all appropriate proscriptions of Rule 1.11 have been followed, because there has been no dissemination of any information concerning this matter, and because DANY has no concerns about the propriety of my conduct, I respectfully submit that this Motion should be denied.

I affirm under penalties of perjury, pursuant to CPLR 2106, that to the best of my knowledge, the foregoing statements are true and correct.

Dated: November 14, 2022
New York, New York

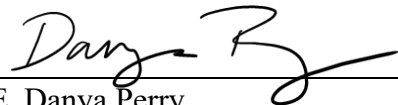


Joan Bluzzi-Orbon

ATTORNEY CERTIFICATION PURSUANT TO 22 NYCRR 202.8

I, E. Danya Perry, an attorney duly admitted to practice law before the courts of the State of New York, hereby certify that this Affirmation complies with the word count limit set forth in 22 NYCRR 202.8-b because it contains 2,000 words, excluding the parts of the Affirmation exempted by the rule. In preparing this certification, I have relied on the word count of the word-processing system used to prepare this Affirmation.

Dated: November 14, 2022
New York, New York



E. Danya Perry