

DOCKET NO: FST-CV-13-6017645-S

PAUL GREENAN,

Plaintiff,

v.

GARY I. COHEN,
MARCI ELIZABETH FINKELSTEIN, and
LAW OFFICES OF GARY I. COHEN, P.C.,

Defendants.

SUPERIOR COURT

JUDICIAL DISTRICT OF
STAMFORD/NORWALK

AT STAMFORD

August 13, 2013

REVISED COMPLAINT

FIRST COUNT:
(LEGAL MALPRACTICE)

1. The Defendant, Gary I. Cohen ("COHEN"), is and was at all relevant times, an attorney admitted to practice in the State of Connecticut (JURIS 010007) and a resident of the County of Fairfield, State of Connecticut.
2. At all relevant times, COHEN maintained a law office at 1100 Summer Street, Stamford, Connecticut 06905.
3. At times relevant to this Complaint, COHEN was the subject of serious disciplinary action. Chief Disciplinary Counsel v. Gary I. Cohen, Docket No. FST-CV-08-4014502-S.

4. The Defendant, MARCI ELIZABETH FINKELSTEIN (“FINKELSTEIN”), was an attorney suspended from the practice of law in the State of Connecticut (JURIS 416057) from June 1, 2010 until February 4, 2011, though she nevertheless continued to practice law in the State of Connecticut.

5. While under suspension and for all relevant times to this Complaint, FINKELSTEIN maintained a law office at 1100 Summer Street, Stamford, Connecticut 06905.

6. For all relevant times to this Complaint, the Defendant “LAW OFFICES OF GARY I. COHEN, P.C.” was and has been a professional corporation registered with the Secretary of State and the Connecticut Judicial Branch (JURIS 010008).

7. For all relevant times to this Complaint, COHEN acted as an individual, and/or as an attorney, and/or as an agent, employee, servant, shareholder, member, or partner of the LAW OFFICES OF GARY I. COHEN, P.C.

8. For all relevant times to this Complaint, FINKELSTEIN acted as an individual, and/or as an attorney, and/or as an agent, employee, servant, shareholder, member, or partner of the LAW OFFICES OF GARY I. COHEN, P.C.

9. For all relevant times to this Complaint, COHEN had a legal obligation to comply with the Connecticut Rules of Professional Conduct (“CRPC”) as made and applied.

10. For all relevant times to this Complaint, FINKELSTEIN had a legal obligation to comply with the CRPC as made and applied.

11. For all relevant times, COHEN held himself as a lawyer – in fact, a “Super Lawyer” – with experience and expertise in the practice of Connecticut matrimonial law.

12. For all relevant times, FINKELSTEIN held herself out as a lawyer with experience and expertise in the practice of Connecticut matrimonial law.

13. For all relevant times to this Complaint, the LAW OFFICES OF GARY I. COHEN, P.C., held itself out as a law firm with experience and expertise in the practice of Connecticut matrimonial law.

14. For all relevant times of this Complaint, the attorneys working at the LAW OFFICES OF GARY I. COHEN, P.C., had a duty to exercise that degree of care, skill and diligence of attorneys specializing in the practice of matrimonial law in the State of Connecticut.

15. As attorneys for the Plaintiff, the Defendants owed Plaintiff a fiduciary duty and duty of loyalty.

16. As attorneys for the Plaintiff, the Defendants had a duty to make sure all fees charged were reasonable and consistent with the CRPC and law pertaining to the charging of attorney fees.

17. As attorneys for the Plaintiff, the Defendants had a duty and obligation to provide competent representation and to take reasonable steps to diligently represent Plaintiff's interests, including adequate investigation and preparation.

18. As attorneys for the Plaintiff, the Defendants had a duty to keep the Plaintiff reasonably informed, and to provide him with all such relevant information so that he could make informed decisions about his case.

19. Plaintiff is a resident of Stamford, Connecticut, who retained the Defendants to represent his interests in a divorce proceeding against his then spouse, SUZANNE

GREENAN (also known as SUZANNE E. GRIFFIN and SUE GRIFFIN). Paul Greenan v. Suzanne Greenan, Docket No. FST-FA09-4015684-S and AC 34320.

20. The Defendants represented the Plaintiff from approximately March 2010 until June 16, 2010, when the Plaintiff fired the Defendants. During the period of representation, Plaintiff paid the Defendants legal fees totaling \$37,860.

21. The guardian ad litem "GAL" appointed in the divorce action was Eric J. Broder. Broder ("BRODER") who maintains offices at 1 Morningside Drive North, Westport, Connecticut 06880. Upon information and belief, BRODER is a resident of Fairfield, Connecticut.

22. Melissa J. Needle, also known as Melissa Jill Lynch ("NEEDLE") is an attorney admitted to practice in the State of Connecticut. NEEDLE maintains a law office at 830 Post Road East, Westport, Connecticut 06880. During the times relevant to this complaint, NEEDLE was employed by the law firm of RUTKIN OLDHAM et al. until, upon information and belief, NEEDLE was terminated from that firm on or about June 2010. NEEDLE was previously suspended from the practice of law in the State of Connecticut for a period of time in 2007. Upon belief, NEEDLE is suspended from practicing law in the State of New York. NEEDLE is a resident of Westport, Connecticut.

23. At times relevant to this Complaint, NEEDLE was purporting to act as BRODER's attorney.

24. The Defendants engaged in unlawful activity, in violation of the CRPC and the applicable standard of care. COHEN, FINKELSTEIN, BRODER and NEEDLE repeatedly, and throughout the Defendants' representation of the Plaintiff, demanded money from the Plaintiff, to be paid to NEEDLE and/or BRODER, in the form of "drafting

fees” and “retainers” for the purpose of securing BRODER’s recommendation of unsupervised and substantial parenting time with his children, and for a “fast and favorable” (in COHEN’s words) outcome to child custody issues.

25. COHEN repeatedly advised the Plaintiff that NEEDLE was a “whore,” who would “go away” if the Plaintiff met her demands for remuneration which he said she would disguise as “drafting fees.” COHEN confided to the Plaintiff that such “deals” were “the way things are done.”

26. At least one such demand by COHEN was made in the presence of the Plaintiff’s brother, JAMES J. GREENAN, JR., and NEEDLE’s outrageous demands continued even after the Plaintiff replaced COHEN with new counsel. In a meeting with replacement counsel, NEEDLE screamed as follows: “Tell your guy to pay me my fucking money.”

27. When the Plaintiff refused to participate in COHEN, FINKELSTEIN, BRODER and NEEDLE’S scheme, COHEN and FINKELSTEIN threatened to “mark off” motions and resign. Those motions included a Motion for Contempt relating to Plaintiff’s ex-spouse. COHEN was resistant to bringing the motion because he believed that the Plaintiff’s former spouse had been advised to ignore certain court orders at the direction of her attorney, NORMAN A. ROBERTS, JR. (“ROBERTS”).

28. At one point during his representation of the Plaintiff, COHEN approached the Plaintiff and stated that he and ROBERTS had reached a “deal” to mutually agree to each remove \$50,000 from court-ordered escrow accounts, to be paid to themselves as “retainers”. COHEN stated that ROBERTS would pay himself the funds in the form of fees,

but that COHEN would “kick back” his \$50,000 to the Plaintiff. The Plaintiff refused to be part of any such plan.

29. Plaintiff replaced the Defendants with NEAL P. ROGAN, ESQ., of the Law Offices of Neal P. ROGAN LLC located in Westport, Connecticut.

30. After reviewing the file and other information provided to Attorney Rogan, Plaintiff was advised by Attorney Rogan that COHEN, FINKELSTEIN, BRODER, NEEDLE appeared be engaging in extortion and other unlawful activity.

31. The Defendants breached the applicable standard of care by engaging in unlawful conduct, rather than lawyering, in the course of their representation of the Plaintiff.

32. The Defendants breached the applicable standard of care by instructing the Plaintiff to draw down on a home equity line to pay the Defendant’s legal fees, as memorialized in three separate “HELOC” checks made payable to and cashed by the LAW OFFICES OF GARY I. COHEN, P.C. The Plaintiff was subsequently found in contempt for having paid the Defendants’ legal fees from the HELOC, and his share of the marital estate was consequently reduced at trial.

33. The defendants breached the applicable standard of care, by failing to disclose that FINKELSTEIN was representing the Plaintiff while suspended from practicing law in the State of Connecticut, and that COHEN was the subject of serious disciplinary proceedings. FINKELSTEIN represented the Plaintiff in court, notarized documents and billed the Plaintiff at partner rates while under suspension.

34. FINKELSTEIN breached the applicable standard of care, by practicing law without a license.

35. The Defendants breached the applicable standard of care, by making no attempt to seal any pleadings or any part of the file in the divorce action, or advise the Plaintiff that their failure to do so would result in the release of certain private information to the public. In fact, the divorce action culminated in a published 28-page Memorandum of Decision which included the names of the Plaintiff's minor children, their addresses, details of one child's psychiatric history, the Plaintiff's psychiatric history, disclosure of a statutorily sealed records, and page upon page of other information which the Defendants led the Plaintiff to believe would remain private.

36. The Defendants breached the applicable standard of care by failing to obtain a psychological evaluation of the Plaintiff's former spouse, who had a known history of psychiatric disorders and related treatment. That failure resulted in an incomplete custody evaluation, and placed the Plaintiff at a severe disadvantage at trial.

37. The Defendants breached the applicable standard of care by not moving to remove BRODER as GAL, despite COHEN's own assessment that BRODER was grossly incompetent, failed to engage in any of the duties required of a GAL, and that BRODER was only interested in getting as much money out of the parties as possible. Instead, the Defendants participated in what can only be described as a scheme to exchange money for a favorable custody recommendation.

38. The Defendants breached the applicable standard of care by not moving to remove NEEDLE as BRODER's attorney, despite that fact that she was soliciting money, to be described as "drafting fees" in exchange for a favorable custody recommendation, and despite that fact that there was no legal basis in the State of Connecticut for appointing an attorney for a GAL who, himself, was an attorney.

39. The Defendants' representation of Plaintiff was directly adverse to the Plaintiff's interests, in that said representation was devoid of loyalty and conducted solely for the Defendants' own pecuniary benefit.

40. As a result of the Defendants' breach of the relevant standard of care, Plaintiff was damaged. In particular, Plaintiff sustained loss of custody of his children; loss of a significant portion of his marital estate; incurred unnecessary attorney fees, including GAL's fees and fees paid to the GAL's attorney; sustained significant and irreversible damage to his professional reputation, resulting in decreased earning capacity; and subjected Plaintiff to personal ridicule and stigmatization.

SECOND COUNT:
(BREACH OF CONTRACT)

1-40. Paragraphs 1 to 40 of the FIRST COUNT are hereby incorporated by reference and made Paragraphs 1 to 40 of this, the Second Count.

41. The legal relationship between the Plaintiff and the Defendants constituted a contract.

42. The actions of the Defendants breached the terms of the contract.

43. The Plaintiff was damaged as a result of the Defendants' breach of contract in existence between the Plaintiff and Defendants.

44. The Plaintiff was damaged as a result of the Defendants' breach of contract in existence between the Plaintiff, and in particular the Defendants, as further provided in Paragraph 40 of this Complaint.

THIRD COUNT:
(BREACH OF CONTRACTUAL DUTY OF GOOD FAITH AND FAIR DEALING)

1-44. Paragraphs 1 through 44 of the SECOND COUNT are hereby incorporated by reference and made Paragraphs 1-44 of this, the THIRD COUNT.

45. The law of Connecticut imposes a duty of Good Faith and Fair Dealing in each contractual relationship.

46. The actions of the Defendants breached the duty of Good Faith and Fair Dealing owed to the Plaintiff, in one or more of the following ways:

a. The fees charged for services rendered were excessive, and in fact oppressive, in light of the work performed by the Defendants.

b. The Defendants engaged in unlawful behavior, rather than actual lawyering. When Plaintiff believed the Defendants were preparing his case for trial, they were actually involved in a scheme to exchange money for child custody.

c. FINKELSTEIN was practicing without a license.

d. The Defendants engaged in activities in clear violation of one or more Rules of Professional Conduct, in breach of the covenant of Good Faith and Fair Dealing.

47. The Plaintiff was damaged as a result of the Defendants breach of their contractual duty of Good Faith and Fair Dealing. In particular, the Plaintiff was damaged as set forth in Paragraph 40 of this Complaint.

FOURTH COUNT:
(INTENTIONAL MISREPRESENTATION)

1-47. Paragraphs 1-47 of the THIRD COUNT are hereby incorporated by reference and made Paragraphs 1-47 of this, the FOURTH COUNT.

48. The various statements and representations made by the Defendants to the Plaintiff during the course of his representation were factually untrue, and were designed to benefit the Defendants and not their clients. In particular, the following statements, representations and failures to disclose, were untrue and designed to mislead the Plaintiff:

- a. That the Defendants were preparing the case for trial.
- b. That the Defendants would exercise their best efforts, in a lawful manner, to represent him.
- c. That FINKELSTEIN was an attorney who could lawfully represent the Plaintiff.
- d. That it was lawful and proper for the Plaintiff to draw on the HELOC to pay their legal fees.

49. Because the various statements and representations made by the Defendants to the Plaintiff were factually untrue, and the Plaintiff was unaware of their falsity, this deliberate conveyance of untrue information by the Defendants to the Plaintiff constitutes intentional misrepresentation.

50. The Plaintiff reasonably relied upon the statements and representations of the Defendants to his detriment.

51. As a result of the Defendants' intentional misrepresentation, the Plaintiff was damaged.

FIFTH COUNT:
(RECKLESS MISREPRESENTATION)

1.-51. Paragraphs 1-51 of the FOURTH COUNT are hereby incorporated by reference and made Paragraphs 1-51 of this, the FIFTH COUNT.

52. The statements referred to in Paragraph 48 of this Complaint, made to the Plaintiff by the Defendants, were untrue and were designed to mislead the Plaintiff.

53. The Defendants, however, reasonably should have known the falsity of their representations and acted in reckless disregard in making the representations.

54. The Plaintiff was damaged as a result of the Defendants' reckless misrepresentation.

SIXTH COUNT:
(NEGLIGENT MISREPRESENTATION)

1.-54. Paragraphs 1-54 of the FIFTH COUNT are hereby incorporated by reference and made Paragraphs 1-54 of this, the SIXTH COUNT.

55. The statements set forth in Paragraph 48 of this Complaint, made by the Defendants to the Plaintiff were untrue and were designed to mislead the Plaintiff, and the Defendants knew or reasonably should have known of their falsity.

56. The Defendants had a duty to communicate truthfully with the Plaintiff.

57. The Defendants negligently breached their duty to make truthful representations to the Plaintiff.

58. The Plaintiff reasonably relied upon the representations of the Defendants.

59. The Plaintiff was damaged as a result of the Defendants' negligent misrepresentations.

SEVENTH COUNT:
(VIOLATION OF THE CONNECTICUT UNFAIR TRADE PRACTICES ACT)

1.-59. Paragraphs 1-59 of the SIXTH COUNT are hereby incorporated by reference and made Paragraphs 1-59 of this, the SEVENTH COUNT.

60. The Plaintiff is a natural person with the meaning of Connecticut Unfair Trade Practices Act, Conn. Gen. Statute §§ 42-110, et seq.

61. The Defendants' conduct as set forth above relates to the commercial aspects of the profession of law.

62. The Plaintiff's injuries and losses alleged above constitute an ascertainable loss of money and property, and are substantial in nature within the meaning of Connecticut's Unfair Trade Practice Act, Conn. Gen. Statutes §§ 42-110, et seq.

63. The Defendants' wrongful acts and omissions as outlined above offend public policy as established by statutes and common law, and are within some penumbra of common law, statutory or other established concept of fairness.

64. The Defendants' unfair and deceptive acts and practices as alleged herein, directly and proximately caused the Plaintiff's injuries and losses in violation of Connecticut's Unfair Trade Practice Act, Conn. Gen. Statutes §§ 42-110 et seq.

WHEREFORE, the PLAINTIFF, prays for the following:

1. Monetary damages;
2. Punitive damages;
3. Attorney fees under the Fourth and Fifth Counts;
4. Costs of this action; and
5. Such further relief as this Court deems fair, just and equitable.

Dated at Stamford, Connecticut, this 13th day of August 2013.

THE PLAINTIFF,

PAUL GREENAN,
himself an attorney.

By:



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CERTIFICATION

This is to certify that a copy of the foregoing was sent via first class mail on the 13th day of August, 2013, to the following counsel and pro se parties of record:

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