

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

Index No.:
Date Purchased:

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EDWARD LEILI,

Plaintiff,

Plaintiff designates New York County as the place of venue.

-against-

The basis of venue is the site of the tort

SUMMONS

JOSEPH ROMANELLO, JOSEPH DIMYAN and
THE ROMANELLO LAW FIRM, LLC,


Defendants.
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To the above named Defendants:

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for relief demanded in the complaint.

Dated: Chappaqua, New York
November 15, 2016

LAW OFFICE OF TODD J. KROUNER



By: TODD J. KROUNER
Attorneys for Plaintiff
93 North Greeley Avenue
Chappaqua, New York 10514
(914) 238-5800

Defendant JOSEPH ROMANELLO, ESQ.'s Address:
The Romanello Law Firm
57 North Street, Suite 304
Danbury, CT 06810

Defendant JOSEPH DIMYAN's Address:
The Romanello Law Firm
57 North Street, Suite 304
Danbury, CT 06810

Defendant THE ROMANELLO LAW FIRM, LLC's Address:
57 North Street, Suite 304
Danbury, CT 06810

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

Index No.:
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EDWARD LEILI,

Plaintiff,

VERIFIED COMPLAINT

PLAINTIFF
DEMANDS
TRIAL BY JURY

-against-

JOSEPH ROMANELLO, JOSEPH DIMYAN and
ROMANELLO LAW FIRM, LLC,

Defendants.
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Plaintiff, EDWARD LEILI, by his attorneys, LAW OFFICES OF TODD J. KROUNER,
as and for his Verified Complaint, alleges upon information and belief as follows:

INTRODUCTION

1. This case involves defendants' bungled effort to represent plaintiff in a medical malpractice action in which defendants failed to protect the statute of limitations, and fraudulently concealed the nature of their inept representation of plaintiff to the Court and to the plaintiff, in violation of New York Judiciary Law § 487.

2. Plaintiff developed sepsis in connection with orthopedic surgery that he required in connection with an injury that he had sustained. Due to his health care providers' failure to timely diagnose and treat the sepsis, plaintiff required emergency surgery to remove a substantial portion of his intestines. Defendants told plaintiff that the value of the underlying medical malpractice action which they failed to timely prosecute was \$25,000,000.

AS AND FOR A FIRST CAUSE OF ACTION
(FOR LEGAL MALPRACTICE)

3. Plaintiff EDWARD LEILI (“Plaintiff or MR. LEILI”), at all times relevant to this action resided at 26 Dogwood Drive, Danbury, Connecticut 06811.

4. Defendant JOSEPH ROMANELLO (“Defendant ROMANELLO”), is an attorney licensed to practice law in the State of Connecticut. Defendant ROMANELLO is the principal in defendant ROMANELLO LAW FIRM, LLC (“Defendant LAW FIRM”) which at all times relevant to this action had its principal place of business at 57 North Street, Suite 304, Danbury, Connecticut 06810.

5. Defendant JOSEPH DIMYAN (“Defendant DIMYAN”), is an attorney who was at one time licensed to practice law in the State of Connecticut, and has a fertile disciplinary history. In or about February 2008, Defendant DIMYAN was disbarred from the practice of law for a period of five years. In or about April 2012, prior to the completion of the five-year disbarment, Defendant DIMYAN was again reprimanded by the Connecticut Statewide Grievance Committee. Nevertheless, at all times relevant to this action, Defendant DIMYAN held himself out as an attorney who was licensed to practice law, with his principal place of business at Defendant LAW FIRM, at 57 North Street, Suite 304, Danbury, Connecticut 06810.

6. At all times relevant to this action, Defendant DYMIAN was employed by, associated with, or otherwise affiliated with Defendant ROMANELLO as his partner, employee, associate and/or agent.

7. At all times relevant to this action, Defendant LAW FIRM was a domestic limited liability company engaged in the practice of law through Defendants ROMANELLO

and/or DIMYAN. The Defendant LAW FIRM, Defendant ROMANELLO and Defendant DIMYAN are referred to collectively as “Defendants.”

8. On or about March 2011, MR. LEILI sustained traumatic injury to his left ankle while working at his body shop.

9. On or about January 18, 2012, MR. LEILI was admitted to the Hospital for Special Surgery, 535 East 70th Street, New York, New York 10021 (“HSS”) for surgical repair of his left ankle.

10. Incident to the hospitalization at HSS, MR. LEILI developed sepsis, which was neither diagnosed nor treated by HSS, its doctors, nurses, employees, agents or staff, prior to his discharge from HSS on or about January 22, 2012.

11. According to the Sepsis Alliance Foundation (“SAF”), “Sepsis is the body’s overwhelming and life threatening response to infection which can lead to tissue damage, organ failure, and death.” According to the SAF, sepsis “kills 258,000 Americans each year” (<http://www.sepsis.org/>).

12. Non-party HSS and its affiliated health care providers, departed from the standard of care and committed medical malpractice in failing to timely diagnose and treat MR. LEILI’s sepsis condition. Prior to his discharge from HSS, MR. LEILI had gastro-intestinal symptoms and complaints and abnormal vital signs which were consistent with the onset of sepsis, but which were not investigated, diagnosed or treated appropriately by HSS and its affiliated health care providers.

13. As a consequence of the negligence and medical malpractice of HSS and its affiliated health care providers, subsequent to MR. LEILI’s discharge from HSS, he went home and was admitted three days later, on an emergency basis, to Danbury Hospital, 24 Hospital

Avenue, Danbury, Connecticut 06810. According to Danbury Hospital's Surgical Pathology Report, Plaintiff had substantial portions of his large and small intestines removed.

14. Defendants ROMANELLO and DIMYAN met with MR. LEILI while he was recuperating at his home. They offered to represent him in his medical malpractice action against HSS. They assured him that they had the necessary experience to handle such a substantial medical malpractice lawsuit. And, Defendant ROMANELLO told MR. LEILI that he believed that MR. LEILI's case was worth \$25,000,000. In reliance on Defendants' representations, MR. LEILI retained Defendants to represent him in a medical malpractice lawsuit against HSS and its affiliated entities and health care providers.

15. On or about July 25, 2014, Defendants caused to be filed on MR. LEILI'S behalf a complaint against HSS, its affiliated entities, doctors, nurses, employees, agents and servants (the "HSS Defendants"), in the United States District Court for the Southern District of New York, located at 500 Pearl Street, New York, New York 10007 (the "HSS Complaint").

16. Defendants filed the HSS Complaint pro se in MR. LEILI's name. Defendants ghost wrote the HSS Complaint. In ghost writing the HSS Complaint:

- a. Defendants did not appear as attorneys of record on behalf of MR. LEILI;
- b. Defendants did not inform MR. LEILI of the facts that he was representing himself, pro se, and that Defendants were not appearing as attorneys of record on his behalf; and
- c. Defendants omitted to disclose to the federal court in words or substance that the HSS Complaint had been written by an attorney, and not by the pro se plaintiff, MR. LEILI, who was not an attorney.

17. Defendants departed from the standard of care, and committed legal malpractice, without limitation, by:

- a. ghostwriting the HSS Complaint without notice to MR. LEILI that he was supposed to represent himself pro se;
- b. not disclosing to the federal court that the HSS Complaint had been ghostwritten by counsel for a layman;
- c. failing to appear for the Initial Conference which was scheduled for October 10, 2014, or advising MR. LEILI that he had to appear at the Initial Conference;
- d. failing to timely serve the HSS Complaint on the defendants named therein, despite two orders of the federal court, dated October 14, 2014, and December 2, 2014, respectively (the “Orders”), which both warned that the HSS Complaint would be dismissed;
- e. failing in timely fashion to advise MR. LEILI of either the existence of the Orders, or that MR. LEILI himself needed to serve the HSS Complaint on the defendants therein;
- f. failing to ascertain that the HSS Complaint was dismissed without prejudice by Order dated December 3, 2014;
- g. failing to inform MR. LEILI that his lawsuit had been terminated;
- h. failing to restore the lawsuit in timely fashion, before the expiration of the two-and-one-half year statute of limitations for medical malpractice; and
- i. failing to inform MR. LEILI to do the same.

18. As reflected by the accompanying Certificate of Merit, MR. LEILI had a meritorious claim against the HSS Defendants for medical malpractice.

19. As a result of Defendants' legal malpractice, Defendants caused Plaintiff to incur substantial damages, which damages Defendant ROMANELLO had previously indicated were worth \$25,000,000 for the value of MR. LEILI's medical malpractice action against the HSS Defendants.

AS AND FOR A SECOND CAUSE OF ACTION
(VIOLATION OF NEW YORK JUDICIARY LAW § 487)

20. Plaintiff repeats and realleges paragraphs 1 through 19 above, as if set forth fully herein.

21. Defendants ghost wrote the HSS Complaint.

22. Defendants did not disclose to Plaintiff the fact that the HSS Complaint had been filed with the Court pro se.

23. Defendants did not disclose to the Court the fact that the HSS Complaint had been written by an attorney.

24. Defendants did not disclose to counsel for the HSS Defendants the fact that the HSS Complaint had been written by an attorney.

25. The New York State Rules of Professional Conduct prohibit undisclosed ghost writing of complaints as:

- a. a "conduct involving dishonesty, fraud, deceit or misrepresentation" [Rule 8.4(c)];
- b. a misrepresentation that "is prejudicial to the administration of justice" [Rule 8.4(d)]; and
- c. a violation of the duty of "reasonable diligence and promptness" that the attorney owes to his client [Rule 1.3(a)]; and

- d. a violation of the duty to “not intentionally fail to carry out a contract of employment entered into with a client for professional services” [Rule 1.3(c)].

26. Local Civil Rule 1.5(b)(5) of the Southern District of New York provides for the discipline of attorneys if:

In connection with activities in this Court, any attorney is found to have engaged in conduct violative of the New York State Rules of Professional Conduct as adopted from time to time by the Appellate Divisions of the State of New York.

27. Defendants’ filing of the pro se HSS Complaint without disclosure to Plaintiff was done with intent to deceive Plaintiff.

28. Defendants’ filing of the HSS Complaint pro se, without disclosure to the Court, of the fact that the HSS Complaint had been ghost written by an attorney, was done during the course of judiciary proceedings, was directed at the Court, and was done with intent to deceive the Court.

29. Defendants engaged in a chronic, extreme pattern of legal delinquency in their mishandling of the HSS Complaint.

30. Defendants’ deceit of Plaintiff and the Court was a proximate cause of Plaintiff incurring actual pecuniary damages.

31. As a result, Plaintiff is entitled to compensatory and treble damages, as permitted by Judiciary Law § 487.

WHEREFORE, Plaintiff EDWARD LEILI demands judgment against the Defendants

1. On the First Cause of Action, for legal malpractice, awarding Plaintiff damages in an amount to be determined at trial, including without limitation, compensatory damages, interest and reasonable costs;

2. On the Second Cause of Action, for violation of New York Judiciary Law § 487, awarding Plaintiff damages in an amount to be determined at trial, including without limitation, compensatory damages, treble damages, attorney's fees and expenses, interest and reasonable costs.

Dated: Chappaqua, New York
November 15, 2016

LAW OFFICE OF TODD J. KROUNER

By: Todd J. Krouner
Todd J. Krouner
Attorneys for Plaintiff
93 North Greeley Avenue
Chappaqua, NY 10514
(914) 238-5800

SUPREME COURT OF THE STATE OF NEW YORK
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EDWARD LEILI,

Plaintiff,

-against-

JOSEPH ROMANELLO, JOSEPH DIMYAN and
ROMANELLO LAW FIRM, LLC,

Defendants.
-----X

The undersigned, an attorney admitted to practice in the courts of New York State, shows:

Affirmant is the attorney of record of plaintiff in the above-captioned action and states:

1. I have reviewed the facts of this case.
2. I have consulted with at least one physician, duly licensed to practice, whom I reasonably believe is knowledgeable in the relevant issues involved in this particular action.
3. I have concluded on the basis of said review and consultation that there is a reasonable basis to believe that there is merit to the underlying claim for medical malpractice referenced herein.

Dated: Chappaqua, New York
November 15, 2016



Todd J. Krouner

ATTORNEY VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

TODD J. KROUNER, being duly sworn, deposes and says:

That deponent is the attorney for the plaintiff in the within action; that deponent has read the foregoing complaint and knows the contents thereof; that the same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes it to be true. This verification is made by deponent instead of the plaintiff because the plaintiff is not within the county where deponent maintains his offices.

As to those matters alleged upon information and belief, the source of deponent's information and the grounds for deponent's belief are investigative materials and records contained in deponent's file.


TODD J. KROUNER

Sworn to before me this
15 day of November 2016



Notary Public

JULIA MONTGOMERY
NOTARY PUBLIC-STATE OF NEW YORK
No. 01MO6320147
Qualified in Westchester County
My Commission Expires March 02, 2019