DANIEL JACOB D'ATTILO ppa by his parents Domenic D'Attilo and Cathy M. D'Attilo, and as guardians and trustees of Daniel Jacob D'Attilo's Estate and Trust, AND **CATHY M. D'ATTILO**, individually AND **DOMENIC D'ATTILO**, individually, Plaintiffs -v- **CONNECTICUT STATEWIDE GRIEVANCE COMMITTEE** AND **MICHAEL P. BOWLER**, **ESQ.** in his official capacity as Statewide Bar Counsel for the Connecticut Statewide Grievance Committee, AND **EUGENE J. RICCIO, ESQ.** in his official capacity as counsel for the Stamford/Norwalk Judicial District Grievance Panel, AND the **STAMFORD/NORWALK JUDICIAL DISTRICT GRIEVANCE PANEL**, AND **STEVEN P. KULAS, ESQ.** in his official capacity as counsel for the Fairfield Judicial District Grievance Panel AND the **FAIRFIELD JUDICIAL DISTRICT GRIEVANCE PANEL**, AND **KARYL L. CARRASQUILLLA, ESQ.** in her official capacity of the Chief Disciplinary Counsel, AND the **OFFICE OF CHIEF DISCIPLINARY COUNSEL** Defendants	SUPERIOR COURT Judicial District of Hartford **HHD-CV16-6065012-S** **FIRST AMENDED COMPLAINT FOR A WRIT OF MANDAMUS AND FOR INJUNCTIVE RELIEF** **Original Return Date:** January 12, 2016 Date of Amendment as of Right: February 11, 2016

PARTIES:

1. Plaintiffs are **DANIEL JACOB D'ATTILO** ppa by his parents Domenic D'Attilo and Cathy M. D'Attilo, who are also guardians and trustees of Daniel Jacob D'Attilo's Estate and Trust, and **CATHY M. D'ATTILO**, individually and **DOMENIC D'ATTILO**, individually, all residents of Wilton Connecticut.
2. Defendants (collectively "Grievance Defendants") are as follows:
   2.1. The **CONNECTICUT STATEWIDE GRIEVANCE COMMITTEE**, created pursuant to P.B. §2-33. The CSGC is located at 287 Main Street, Second Floor, Suite Two, East Hartford, CT 06118-1885.
   2.2. **MICHAEL P. BOWLER, ESQ.** in his official capacity as Statewide Bar Counsel for the Connecticut Statewide Grievance Committee pursuant to §51-90c and P.B. §2-34, whose office is located at 287 Main Street, Second Floor, Suite Two, East Hartford, CT 06118-1885.
   2.3. **EUGENE J. RICCIO, ESQ.** in his official capacity as counsel for the Stamford/Norwalk Judicial District Grievance Panel, whose office is located at 350 Fairfield Avenue, P.O. Box 9118, Suite 703, Bridgeport, CT 06604.

2.4. The **STAMFORD/NORWALK JUDICIAL DISTRICT GRIEVANCE PANEL ("Stamford Panel"),** located at Attorney Riccio's law office, at 350 Fairfield Avenue, P.O. Box 9118, Suite 703, Bridgeport, CT 06604.

2.5. **STEVEN P. KULAS, ESQ.** in his official capacity as counsel for the Fairfield Judicial District Grievance Panel located at 12 Bank St., Seymour, CT 06483.

2.6. The **FAIRFIELD JUDICIAL DISTRICT GRIEVANCE PANEL ("Fairfield Panel")** located at Attorney Kulas' law office, at 12 Bank St., Seymour, CT 06483.

2.7. **KARYL L. CARRASQUILLLA, ESQ.** in her official capacity as the Chief Disciplinary Counsel, located at the Office of Chief Disciplinary Counsel, 100 Washington Street, Hartford, CT 06106.

2.8. The **OFFICE OF CHIEF DISCIPLINARY COUNSEL** located at 100 Washington Street, Hartford, CT 06106.

3. The Grievance Defendants act by and through authority granted by Conn. Gen. Stat. §51-90 et seq., to resolve most attorney misconduct complaints. See also P.B. §2-29 et seq.

4. The Office of Chief Disciplinary Counsel ("OCDC") was created by the Judges of the Superior Court, effective January 1, 2004. P.B. §2-34A.

5. The Statewide Grievance Committee ("SGC") and the OCDC are separately administered (though there appears to be an overlap of functions between the two).

6. Local panels are under the supervision of the Statewide Bar Counsel. P.B. §2-30. Each panel is made up of two attorneys, one alternate, and one non-attorney. On information and belief, the panel members are non-paid, part-time volunteers who do not receive any special training to be on a panel. Panel members serve three-year terms.

7. The defendants collectively are considered to be "an arm of the court…" Sobocinski v. Statewide Grievance Comm., 215 Conn. 517, 526 (1990).

8. Though complainants "generally" do not have the right to appeal dismissals, this case falls within the specific exception enunciated by the Connecticut Appellate Court in Lewis v. Slack, 110 Conn.

App. 641, 645-646, cert. denied 289 Conn. 953 (2008) regarding a local panel's dismissal of a grievance that contain allegations of criminal conduct.

9. Plaintiffs have a specific, personal and legal interest in the grievance process and procedures. The defendants' conduct has specially and injuriously affected plaintiffs' personal, legal, and monetary interests, in a grievance that would otherwise highly likely result in an order of restitution (in this case, a minimum of $4.34 million directly misappropriated by the plaintiffs' former attorneys), as well as obtaining an accounting and restitution for more than $600,000 in legal costs, among other specific injuries unique to them. In addition, the plaintiffs' rights to file grievances against attorneys has also been negatively impacted.

10. In **Count One** plaintiffs seek relief by way of mandamus because the Grievance Defendants violated the requirements of the Connecticut Practice Book. Specifically, pursuant to P.B. §2-32(i)(2), said defendants were required to forward, or demand the forwarding, of the D'Attilos' grievance complaints to the Statewide Grievance Committee for further review pursuant to P.B. §2-34A(b)(1). The dismissals by the two local panels are void as a matter of law, as is their failure to forward all remaining claims to the CSGC. As a result, the Chief Disciplinary Counsel had no authority to propose a settlement, which, even if approved by the CSGC, is also null and void.

11. In **Count Two**, plaintiffs seek relief by way of injunction, first, that this Court takes judicial notice of the substance of the pending grievances (A011-052) and, second, that it uses its inherent powers over the practice of law to take jurisdiction over the grievances. The "statewide grievance committee is not the exclusive tribunal in which attorney misconduct claims may be investigated." *Burton v. Mottolese*, 267 Conn. 1, 28 (2003). A court "may even act upon its own motion without complaint, and thus be the initiator of proceedings…. the power of the courts is left unfettered to act as situations, as they may arise…" State v. Peck (State Report Title: In re Disbarment of Peck), 88 Conn. 447 (1914). Plaintiffs seek this relief because this complaint and attached exhibits (A001-634: which are hereby incorporated by reference), support a finding that the Grievance Defendants abused their discretion, acted arbitrarily and capriciously and with such a degree of

disregard for their duties that the Grievance Defendants have specially and injuriously harmed plaintiffs, have abridged plaintiffs' right to file grievances that are supposed to be processed and evaluated according to law and court rules, and have placed the public's confidence in the grievance system in jeopardy. The only remedy available to the plaintiffs is for this court to take charge of the grievances under its inherent powers.

FIRST COUNT - MANDAMUS

12. Plaintiffs repeat and allege each and every allegation set forth in the above paragraphs with the same force and effect as if completely set forth herein at length.
13. On March 21, 2003, Cathy and Domenic D'Attilo signed a medical malpractice retainer agreement with Koskoff, Koskoff, & Bieder. A001-002. The Koskoff, Koskoff & Bieder Retainer was subject to the C.G.S. §52-251c fee cap (which permits about a 10% contingency fee).
14. Danny D'Attilo was one month old at the time and significantly disabled for life. A013. Domenic D'Attilo had gone as far as 11th grade and worked as a bricklayer. Cathy D'Attilo had a high school diploma. A011. Eight years after Danny was injured at birth, a jury awarded the D'Attilos $58.6 million, the largest medical malpractice award in Connecticut history. In January 2012, the D'Attilos reached an agreement to settle for $25 million. A013.
15. While still being represented by Koskoff, Koskoff & Bieder, the D'Attilos hired Day Pitney to advise on various issues related to the settlement. A020. Attorney Keith Gallant of Day Pitney requested a copy of the March 21, 2003 retainer agreement. A021. Gallant's time records indicate that on February 16, 2012 he reviewed the Koskoff, Koskoff & Bieder retainer agreement that he received on February 15, 2012. A144.
16. Although the 2003 retainer agreement stated it was subject to the fee cap statute limit of about 10%, Koskoff, Koskoff & Bieder illegally misappropriated 28% of the $25 million settlement ($7 million), rather than the $2,660,000 permitted by the fee cap statute calculation (with no objection from the Day Pitney respondents or warning to the D'Attilos).

17. In addition, the civil complaint and grievances filed also allege that the attorneys from Koskoff, Koskoff & Bieder and Day Pitney criminally conspired to keep a March 21, 2003 retainer agreement out of the hands of the Norwalk and Northern Fairfield probate courts to hide the contingency fee terms from the courts (and to remove the court-appointed guardian ad litem who had a copy of the agreement), through a series of maneuvers, machinations, and fraud on the court and the clients, that took place in or about February 2012. A019-A034.
18. Koskoff, Koskoff & Bieder also charged the D'Attilos more than $600,000 in litigation expenses for which Koskoff, Koskoff & Bieder had no original invoices or proof that these expenses were valid or accurate, among other things. A034.
19. Day Pitney set up Danny's trust in such a way that Danny would unnecessarily would be paying the Day Pitney respondents approximately up to $65,000 per year in trustee fees, potentially for decades, though there was no necessity or advantage for the Day Pitney attorney to be the trustee of Danny's estate. In fact, when a petition was finally brought to the probate court by subsequent attorneys to mitigate Day Pitney's legal malpractice, the D'Attilos were made sole trustees, at no ongoing cost to Danny's trust.
20. Among other things, one of the Day Pitney respondents created a foundation that would likely be funded with five million or more dollars on Danny's death, and controlled by the Day Pitney respondent or his successor, who would thereafter receive unspecified legal fees "forever". A032.
21. In December 2014, the D'Attilos filed a civil action against Koskoff, Koskoff & Bieder and Day Pitney in New Haven Superior Court. *D'Attilo v. Koskoff, Koskoff & Bieder, P.C. et al*, NNH-CV14-6051836-S (goo.gl/w0nBWb). See Amended Complaint (goo.gl/8xrJr6).[1]

[1] The Koskoff defendants continue to incorrectly claim that New Haven Superior Court Judge, the Hon. Matthew E. Frechette, "has ordered that the fee dispute aspect of the lawsuit be decided in arbitration." A368. On April 20, 2015, Judge Frechette confirmed an earlier ruling that a "52-409 does not compel arbitration; rather, it merely stays the pending civil action until arbitration has been completed. *D'Attilo v. Koskoff, Koskoff & Bieder, P.C. et al*, No. CV146051836S, 2015 WL 2261007, at *1 (Frechette, J. April 20, 2015). Judge Frechette has noted that he has no authority to compel arbitration unless the Koskoff defendants bring a separate action pursuant to §52-410 and 52-411. Despite that clear ruling in April 2015, the Koskoff defendants have taken no further action to compel arbitration. Therefore, the civil action is now in a state of suspended animation and will remain there for an indeterminate amount of time because there is no specific deadline before a party is deemed to have waived the right to arbitrate. Because of that procedural twilight zone, the plaintiffs cannot pursue their civil claims until the defendants follow Judge Frechette's directions which are now 10 months old. A464-465.

22. In February 2015, the D'Attilos filed grievances against seven attorneys from those two firms. A011-052. The civil complaint and the grievances allege, among other things, conversion of funds (Count Two), statutory theft (Count Three), and civil conspiracy (Count Four). The grievances filed are:

(1) Kathleen Nastri	(Grievance #15-0137)
(2) Michael Koskoff	(Grievance #15-0140)
(3) James Horwitz	(Grievance #15-0138)
(4) William Bloss	(Grievance #15-0139)
(5) Joel Lichtenstein	(Grievance #15-0141)
(6) Keith Bradoc Gallant	(Grievance #15-0142)
(7) Rebecca Iannatuoni	(Grievance #15-0143)

23. The civil complaint and grievances also allege that as a result of §52-251(c)(g) and/or the decision in Parnoff v. Yuille, 139 Conn.App. 147, 163, 57 A. 3d 349, 360 (2012) cert. denied, 307 Conn. 956, 59 A.3d 1192 (2013), the civil defendants are obligated to return not only the $4.34 million that they knowingly misappropriated but all of the contingency fees, for total return in legal fees of $7 million.

24. In addition, the civil complaint seeks treble damages pursuant to §52-564 which states: "Any person who **steals** any property of another, or knowingly receives and conceals **stolen property**, shall pay the owner treble his damages." A041. All emphases in quotations is added unless noted.

25. That these were serious allegations of criminal activity against these well-known and well-connected attorneys meriting a competent investigation by the Grievance Defendants can be seen by what has happened to other attorneys who have engaged in similar kinds of activities.

26. For example, the Office of Chief Disciplinary Counsel filed a criminal complaint for larceny against Attorney Laurence Parnoff for, among other things, failing to place approximately $313,000 of disputed legal fees into escrow. stratfordstar.com/27228/stratford-attorney-charged-with-theft/. On information and belief, those criminal charges are still pending. The OCDC is also seeking the disbarment or suspension of Mr. Parnoff in an appeal now pending before the Connecticut Supreme Court. SC 19535.

27. The grievances against Koskoff, Koskoff & Bieder and Day Pitney allege similar or worse criminal misconduct resulting in the misappropriation of millions of dollars. A011-052. Moreover, neither the Koskoff, Koskoff & Bieder nor the Day Pitney defendants have placed a penny of the D'Attilos' funds in escrow, though the firms claim that the criminal allegations were false, and that the civil case is nothing more than a fee dispute. See Rule 1.15(f).

28. Although he described the issue as a "fee dispute" in March 2015, Judge Frechette noted that "[a]ll of the plaintiffs' claims related to fees, costs, and expenses must be arbitrated, regardless of the legal theories of recovery affixed to them . . . including fraud, fraudulent concealment, intentional misrepresentation, conversion, theft, civil conspiracy to deprive the plaintiffs of the benefit of the fee agreement, contingency fee recovery under § 52–251c(g)" and others. *D'Attilo v. Koskoff, Koskoff & Bieder, P.C.*, No. CV146051836S, 2015 WL 1867335, at *7 (Frechette, J. March 26, 2015).

29. In its Parnoff appellate brief to the Connecticut Supreme Court, defendant Office of Chief Disciplinary Counsel (OCDC) states that:

> Misappropriation is the umbrella term under which the different ways of misusing client funds are grouped. Black's defines it as "[t]he unauthorized, improper, or unlawful use of funds or other property for purposes other than that for which intended including not only stealing but also unauthorized temporary use for [the] lawyer's own purpose, whether or not he derives any gain or benefit therefrom." Black's Law Dictionary (8th ed. 2004). It thus includes defalcation, defined in Black's as "misappropriation of trust funds or money held in any fiduciary capacity, and failure to properly account for such funds," and conversion, which is '[a]ny unauthorized act which deprives an owner of his property permanently or for an indefinite time.'

30. Thus, on the face of the grievance and civil complaint allegations, the D'Attilos allege conduct that the OCDC itself defines as misappropriation.

31. Other attorneys who have taken more than they were entitled to from client settlements have been charged and/or convicted with larceny, a crime. *See, e.g.*, State v. Ankerman, 81 Conn. App. 503, 840 A.2d 1182, cert. denied, 270 Conn. 901 (2004) (upholding attorney's conviction of first-degree larceny for the embezzlement of $35,000 in the guise of legal fees from funds held in trust for a minor client's settlement of personal injury action).

32. In *Gezelman vs. Monaghan*, Grievance Complaint #14-0722, the Statewide Grievance Committee held that an attorney who failed to turn over $100,000 in settlement "constitutes a criminal act that reflects adversely on the Respondent's honesty, trustworthiness and fitness as a lawyer, in violation of Rule 8.4(2) of the Rules of Professional Conduct and constitutes dishonesty, fraud, deceit and misrepresentation, in violation of Rule 8.4(3) of the Rules of Professional Conduct". jud.ct.gov/sgc/decisions/14-0722.pdf. This position was endorsed the OCDC in its presentment to this Court. *Disciplinary Counsel vs. Monaghan*, MMX-CV15-6013603-S (Middletown Superior Court).

33. The Monaghan case also illustrates that there does not have to be any finding by a civil court or the existence of criminal charges before local panels and the OCDC can pursue ethical claims against an attorney based on the panel's conclusion that the attorney has committed a crime.

34. The grievance defendants acted outside their authority in dismissing the Koskoff, Koskoff & Bieder and Day Pitney grievances that contained allegations of criminal misconduct.

35. Instead, the panels were required to forward all the grievances to the Connecticut Statewide Grievance Committee for further review. This procedure is mandated by Practice Book §2-32(i)(2) which states in relevant part:

> If the panel determines that no probable cause exists that the respondent is guilty of misconduct, it shall dismiss the complaint **unless** there is an allegation in the complaint that the respondent committed a crime… [in which case] the panel **shall** file with the statewide grievance committee and with disciplinary counsel its written determination that no probable cause exists ….

36. At that point, pursuant to P.B. §2-34A(b)(1), the grievance defendants are mandated as follows:

> When, after a determination of no probable cause by a grievance panel, a complaint is forwarded to the statewide grievance committee because it contains an allegation that the respondent committed a crime, and the statewide grievance committee or a reviewing committee determines that a hearing **shall** be held concerning the complaint pursuant to Section 2-35 (c), the disciplinary counsel **shall** present the matter to such committee.

37. This is the only mandatory safeguard minimally protecting the public against the possibility of arbitrary and capricious panel decisions, bias, incompetence, undisclosed conflicts, negligence,

collusion, favoritism, plain error, derelictions of duty, or worse, at the local panel level, at least in a grievance where there are allegations an attorney has committed a crime.

38. A local panel is not empowered to dismiss a grievance complaint that includes allegations of criminal conduct. It is only authorized to forward its finding and record directly to the SGC along with its written determination that no probable cause exists for the allegations related to the criminal conduct.

39. At that point, either the entire CSGC or a reviewing committee must review the grievance. The Chief Disciplinary Counsel does not have the authority to settle the grievance arising from the second review, but is required to present the matter to the CSGC as determined by the CSGC.

40. That this is the meaning of the rules can be seen by this Court's own online pamphlet informing the public of its rights and the procedures related to grievances. The online pamphlet published by the Court is entitled "**Attorney Grievance Procedures in Connecticut Your Rights as a Complainant in the Grievance Process**" (jud.ct.gov/publications/gc008.pdf).

41. The Court's pamphlet confirms the Practice Book requirement by informing the public that if a grievance complaint "**alleges** that the attorney committed a crime, it **will** be reviewed by the Statewide Grievance Committee or a reviewing committee." A391-393.

42. This obligation has also been recognized by the grievance defendants. In *Rousseau v. Statewide Grievance Committee*, HHD-CV14-5038071-S (2014), the OCDC wrote in its motion to dismiss:

> The plaintiff requested the statewide grievance committee intervene in the decision of the Grievance Panel and reopen the investigation. The statewide grievance committee declined to do so because, **absent a Grievance Panel finding that a crime has been alleged, it is not under any legal obligation to review the final decisions of the local Grievance Panels** and is, in fact, prohibited from engaging in the conduct.

43. Thus, the OCDC acknowledges that there is a "legal obligation to review the final decisions of local grievance panels" when there is a crime alleged. Id.

44. Rule of Procedure 6D only requires a finding by the local panel that a crime has not been alleged. The prohibition against a review of such a decision finding no criminal conduct contradicts P.B. 2-32(i)(2) and therefore is void.

45. This obligation has also been recognized by the Connecticut appellate court: a dismissal by a local panel "generally" is final and not subject to review, except when there is "an allegation in the complaint that the respondent committed a crime." *Lewis v. Slack*, 110 Conn. App. 641, 645-46 (2008).

46. All that is required is an **allegation**. There is no requirement that an allegation of criminal conduct be established even by the lower standard of probable cause.

47. Practice Book §2-40 broadly defines serious crime involving attorneys, in part, as "any felony, any larceny … or any other crime that reflects adversely on the lawyer's honesty, trustworthiness, or fitness as a lawyer in other respects, or … involves … misrepresentation, fraud, deceit, … misappropriation, theft…."

48. That the plaintiffs' grievances allege serious criminal conduct can be seen in the Koskoff firm's grievance reply where the Koskoff attorneys complained to the Fairfield Panel:

> the highly publicized civil lawsuit and now this grievance complaint is [sic] based on the Complainants' false premise that the Koskoff, Koskoff & Bieder lawyers <u>are criminals</u>. … Attorney Altschuler claims that Kathleen Nastri, James Horwitz, Michael Koskoff, William Bloss, and Joel Lichtenstein <u>stole</u> five million from the D'Attilo family and then <u>formed a conspiracy</u> with Attorney Gallant to hide their criminal acts. A074.

49. Similarly, the Day Pitney respondents complained to the Stamford/Norwalk Panel:

> the D'Attilos appear to allege that Mr. Gallant and Ms. Iannantuoni violated their ethical obligations by… allegedly <u>conspiring</u> to protect KK&B's allegedly unlawful contingency fee by inducing the D'Attilos to change their residence so as to remove the guardianship proceedings from the Norwalk Probate Court . . . allegedly <u>misappropriating</u> funds, converting funds, engaging in <u>statutory theft</u>, fraud and misrepresentation and failing to safeguard money or property . . . allege that Mr. Gallant and Ms. Iannantuoni <u>misappropriated</u> funds, <u>converted</u> funds and engaged in certain other types of insidious financial behavior… A112.

50. Paragraphs 290 to 293 of the Grievance Complaint specifically cite criminal statutes alleged to have been violated. A042.

51. The local panel has no authority to issue a dismissal in a case involving allegations of criminal malfeasance by attorneys. The other defendants have no power to accept such a dismissal. For grievances alleging criminal misconduct, the panel is only empowered to issue an opinion stating that the panel believes there is no probable cause for the conduct related to the criminal conduct,

it must forward the entire file and record to the Statewide Grievance Committee, where it must be reviewed again by the CSGC to determine whether there should be a hearing, not the OCDC.

52. The failures of the Stamford and Fairfield panels and the grievance defendants to follow the mandates of P.B. §2-32(i)(2) and P.B. §2-34A(b)(1) have harmed the plaintiffs. For example, the plaintiffs have been denied their rights to file a grievance and have it properly processed by the grievance defendants. As a result, they are unjustifiably precluded from having their case reviewed by the defendants who have the authority to order full restitution and a full accounting. See also *Thalheim v. Town of Greenwich*, 256 Conn. 628, 775 A.2d 947 (2001) (a violation of the Practice Book may subject an attorney to disciplinary review).

53. Because there is a high likelihood that the D'Attilos' grievance, if properly handled, will result in full restitution, the plaintiffs have lost a minimum of $4.34 million, even if the grievance panel decided not to follow the authority of the Parnoff case or §52-251c(g) mandating the return of the full $7 million in legal fees for attorneys who seek more than the statutory sliding scale. There is no other remedy at law or through appeal.

SECOND COUNT – INJUNCTION

54. Plaintiffs repeat and allege each and every allegation set forth in the above paragraphs with the same force and effect as if completely set forth herein at length.

55. As noted, the "statewide grievance committee is not the exclusive tribunal in which attorney misconduct claims may be investigated." *Burton*, *supra* at 28. A court "may even act upon its own motion without complaint, and thus be the initiator of proceedings….the power of the courts is left unfettered to act as situations, as they may arise…" *Peck*, supra at 447.

56. As detailed in this Count Two, the grievance defendants have abused their discretion, acted arbitrarily, capriciously, and have been derelict in their duty. *Compare* *Shays v. Local Grievance Comm.*, 197 Conn. 566, 566 (1985). Therefore, the plaintiffs are asking this Court to invoke its inherent authority to oversee attorney conduct, to issue a temporary or permanent injunction preventing the grievance defendants from taking any further actions, and upon this Court's motion

without complaint or as this court deems appropriate, having this court use its inherent power to take over all of the D'Attilos' grievances against the Day Pitney and Koskoff, Koskoff & Bieder respondents,

57. As summarized below, the grievance defendants injured the plaintiffs by an abuse of the defendants' discretion, acting arbitrarily capriciously, and in dereliction of their duties, not one single time, but an extended series of errors, omissions, decisions, and failures over a period of more than a year. When viewed as a continuing pattern in light of the stakes, it merits this court's intervention in the grievance process to prevent manifest injustice.

58. Among other things, the KKB panel found (*see, e.g.,* A167-168):

> 4. The retainer agreement, signed by the Complainants, dated March 21st 2003, contained language that if the Connecticut Statute governing the retainer agreement was not in effect at the time the monies were to be distributed to the client, the respondents law firm should have received 28% of the total recovered;
>
> 5. The fee agreement signed on March 21st, 2003 is the only signed fee agreement between the Complainants and the Respondents law firm;
>
> 19. The Grievance Panel has not received any written explanation of the Attorneys fees charged, other that [sic] the signed settlement authorization;
>
> 21. Because of the unresolved issues concerning the legal fees the Grievance Panel finds that there is a conflict of interest between the Respondent and the Complainants;

59. Thus, the panel agrees that there is only one signed fee agreement, the one dated March 21, 2003. Despite KKB's submission of a 30-page single space grievance reply (A058-088), the panel still concluded that it "has not received any written explanation of the Attorneys fees charged, other that [sic] the signed settlement authorization."

60. The panel found probable cause for violations of Rule 1.6 (confidentiality) and Rule 1.15c (co-mingling of funds), but did not list a violation of Rule 1.7 for conflict of interest although such a conflict was noted.

61. Neither panel's decision had the finding required by Rule 6D that the grievances did not include allegations of criminal misconduct. *See, e.g.,* A162-165, 170-173, 248-251. Therefore, all the grievances needed to be forward to the SGC for further review.

62. The Day Pitney decisions do acknowledge that there is an allegation that respondents "conspired with Koskoff to improperly induce the Complainant and her family to relocate solely to avoid the heightened scrutiny of the Norwalk Probate Court and the GAL, Attorney Colleen Fries with regard to the settlement of the including the legal fees claimed by Koskoff." A249.

63. On October 17 and October 19, 2015, Attorney Carrasquilla sent to the plaintiffs two additional allegations of professional misconduct by Nastri and Koskoff along with a representation that she intended to file those additional allegations on Monday, October 20, 2015. A306-A312. The additional allegations against Nastri and Koskoff drafted by the Chief Disciplinary Counsel after her approximately two-month investigation, stated in part as follows (A307, A311):

DISCIPLINARY COUNSEL'S ADDITIONAL ALLEGATIONS OF MISCONDUCT

Pursuant to Practice Book § 2-35(d) the Disciplinary Counsel asserts the following additional allegations of misconduct as to Michael Koskoff (hereinafter Respondent), juris number 032237:

1. Respondent committed professional misconduct, including but not limited to, violations of Rule 1.5(b)(c) of the Rules of Professional Conduct in that he failed to honor the terms of the March 21, 2003 fee agreement with the Complainants. Connecticut General Statute 52-251c was in effect at the time of a verdict and subsequent settlement of this matter.

2. Respondent committed professional misconduct, including but not limited to, violations of Rule 1.15(e) of the Rules of Professional Conduct in that he failed to render a full accounting explaining and providing proof/invoices/billing of the costs/expenses charged to the Complainants.

Respectfully submitted,

_____
Karyl L. Carrasquilla
Chief Disciplinary Counsel
100 Washington Street

64. Thus, the Chief Disciplinary Counsel agreed that the Koskoff defendants had not been entitled to take $7 million in legal fees, but would have only been entitled to $2.66 million pursuant to the March 21, 2003 agreement. In addition, the CDC found probable cause that the Koskoff respondents "failed to render a full accounting explaining and providing proof/invoices/billing of the cost/expenses charged to the complainants." Those expenses exceeded $600,000.00.

65. As noted in ¶29-30 above, in the Parnoff and other cases, the Grievance Defendants treat such behavior as misappropriation and criminal conduct. They abused their discretion and acted in an arbitrary and capricious manner, by not treating these findings with the same level of seriousness.

66. In fact, the OCDC has told the Connecticut Supreme Court (A338):

> **A reprimand for misappropriation is an abuse of discretion**, so far afield from disciplinary case law and from the ABA Standards for Imposing Lawyer Sanctions, as to present a question of great public importance and to **subvert the public's confidence in our disciplinary system**. . . . The discipline of a reprimand where misappropriation of client funds was found under the established facts is an abuse of discretion in that it is totally inconsistent with the current law and **undermines public confidence in the attorney discipline process**.

67. This is a document intensive case. During the course of the grievance process, the plaintiffs corresponded with State Bar Counsel as well as the Chief Disciplinary Counsel, raising multiple issues. For example, see, e.g., A096-107, 145-151, 153-157, 159, 192-197, 202-212, 256-268, 295-298, 306-327, 339-357, 394-400. The exhibits include all this correspondence and more, and are incorporated by reference.

68. To detail every issue would require a substantially longer complaint. Therefore, the following is only partial summary of some of additional relevant facts to help frame the scope and enormity of the Grievance Defendants' abuses of discretion, and their arbitrary and capricious acts and omissions, meriting this court's intervention. There are many, many other examples that could be included and much more details.

69. Plaintiffs' grievances initially were filed on or about February 17, 2015.

70. The grievances were referred to local panels on or about March 5, 2015. A053-058.

71. The Day Pitney grievances were originally assigned to the local panel where William Bloss, one of the attorneys being grieved by the D'Attilos, sits as a member. A055. Though the Bloss panel correctly declined to hear the grievance, this embarrassing referral of Day Pitney's grievance to William Bloss turned out to be a minor blip in comparison with what was yet to come.

SUMMARY LIST OF SOME OF THE ABUSES OF DISCRETION AND ARBITRARY AND CAPRICIOUS ISSUES ENCOUNTERED

Additional facts related to the following will be set forth below starting on page 19. In very brief summary (comparatively speaking) without most of the details, these are some of the abuses of discretion, and arbitrary and capricious errors and omissions, on the part of the grievance defendants:

- The KKB panel abused its discretion in issuing a probable cause decision that even the Chief Disciplinary Counsel acknowledged at a February 4, 2016 hearing, cited "rule violations [that] do not apply to the facts of this case [1.6 and 1.15c]". A469.
- The KKB panel abused its discretion by stating that there was a conflict of interest found but failed to cite R.P.C. 1.7 in its referral. As the Chief Disciplinary Counsel noted, the KKB panel "seems like [it] found that there was a conflict of interest there. But then we don't see any finding of any conflict of interest. So, to say the least, the probable cause finding is very confusing." A469.
- The KKB panel abused its discretion by failing to pinpoint the conflict of interest since the plaintiff alerted the panel to new information received from the defendants in June 2015 that appeared to indicate that Michael Koskoff had represented the insurance company that was also paying any settlement. A097.
- The grievance defendants abused their discretion and acted arbitrarily and capriciously by failing to return the defective and confusing panel decision that cited the wrong rules or no rule at all, for revision and correction. During the recent Kathleen Nastri grievance hearing, Karyl Carrasquilla, Connecticut's Chief Disciplinary Counsel for prosecuting ethics violations stated in part as follows (A459-460):

> Procedurally, here in the grievance before the committee, we have a probable cause finding of a violation of Rule 1.6, which is confidentiality of information and 1.15c, which regards safekeeping property. Pursuant to the agreement that we've offered the committee, **my opinion is both of those rule violations do not apply to the facts of this case, neither the confidentiality of information of the safekeeping property. The probable cause letter is less than clear as to what conduct constituted the finding for those -- those rule violations**. It seems to be a reference by panel counsel to -- in paragraph 21 of the probable

> cause letter it states that because of the unresolved issues concerning the legal fees, it seems like he found that there was a conflict of interest there. But then we don't see any finding of any conflict of interest. So, to say the least, **the probable cause finding is very confusing**.

- The KKB panel denied plaintiffs' request to obtain certain documents that the Koskoff firm had withheld on grounds that it did not have any authority to subpoena documents. The panel was incorrect since Conn. Gen. Stat. Ann. § 51-91 specifically empowers local grievance panels to issue subpoenas. A144, 153, 160.
- The OCDC acted arbitrarily and capriciously and abused its discretion by failing to file additional allegations of misconduct after the OCDC completed its three-month investigation and determined that the Koskoff respondents failed to honor the terms of the March 21, 2003 agreement, and that the fee statute was in effect at the time of the verdict and subsequent settlement of the matter. A306-308, A310-312.
- The OCDC acted arbitrarily and capriciously and abused its discretion by failing to require full restitution after its finding that the Koskoff respondents did not honor the fee agreement and that the fee statute was in effect at the time the funds were dispersed. This meant that the Chief Disciplinary Counsel agreed Koskoff, Koskoff & Bieder had charged $4.34 million more than the firm was entitled to charge.
- The OCDC acted arbitrarily and capriciously and abused its discretion by applying two different standards of intent to two different cases, at the same time. The OCDC is taking the position with Mr. Parnoff that it is irrelevant whether he knew about the ethics of his actions or even whether he had any intention to deceive: "the only question is whether he knew that he was taking funds without approval **or agreement**." The ODC's October 19 allegation of misconduct of Koskoff and Nastri states: "[The Koskoff, Koskoff & Bieder respondents] failed to honor the terms of the March 21, 2003 fee **agreement** with the [D'Attilos]." While the OCDC is seeking the disbarment of Mr. Parnoff, it has proposed a reprimand for Kathleen Nastri and Michael Koskoff even though the OCDC agrees they took $4.34 million more than they were entitled to take from the D'Attilos' settlement funds.

- The panel also found probable cause against two of the attorneys (Nastri and Koskoff) "By virtue of the Respondents close involvement in the settlement process…", but arbitrarily and capriciously did not find probable cause against two of the other attorneys who also had close involvement in the settlement process: William Bloss who wrote the settlement, and Jim Horwitz who helped negotiate it. Joel Lichtenstein's role is not known to plaintiffs.
- Although the OCDC was proposing a disposition of the case only for violations of accounting practices involving a failure to account for more than $600,000 in purported litigation costs (A321-322), the OCDC acted arbitrarily and capriciously and abused its discretion by failing to alert the committee reviewing Nastri's proposed disposition that the Koskoff firm had signed a stipulation with the OCDC in 2011 for failing to maintain proper accounting practices, on a representation by the firm that it had resolved all issues.
- The OCDC acted arbitrarily and capriciously, and abused its discretion, by failing to correct Attorney Nastri's attorney's misstatements of material fact regarding payments made to a particular expert.
- The grievance defendants abused their discretion and acted arbitrarily and capriciously by failing to investigate the Koskoff firm for its accounting practices and its retainer practices.
- The OCDC abused its discretion and acted arbitrarily and capriciously by misinforming the grievance committee that it does not have authority to find ethical violations against an attorney when there are pending civil claims.
- The local panel abused its discretion and acted arbitrarily and capriciously in its failure to find probable cause that approximately $14,000 in legal fees for real estate transaction involving a $279,000 lot was unreasonable though the panel had evidence the transaction should not have cost more than about $1000.
- The local panel abused its discretion and acted arbitrarily and capriciously in failing to address evidence that Day Pitney set up a trust netting the firm $65,000 a year that was

unnecessary as evidenced by the fact that the D'Attilos were able to get themselves appointed as trustees, at no continuing cost to Danny's trust. A196.

- The local panels abused their discretion and acted arbitrarily and capriciously by their failure to hold hearings as requested by the plaintiffs given the evidence submitted that the Day Pitney and Koskoff respondents were misrepresenting material facts.
- The KKB local panel, State Bar Counsel, and OCDC abused their discretion in refusing plaintiffs' request that given the gravity and seriousness of the accusations, those defendants obtain internal documents set aside by KKB in June 2015.
- The Day Pitney local panel abused its discretion by accepting Day Pitney's unsubstantiated claims that a sitting probate court judge and a well regarded guardian ad litem were so likely to make the D'Attilos life miserable that it merited advising the D'Attilos to move in order to avoid a probate court hearing in that jurisdiction. A195
- The Day Pitney local panel abused its discretion by ignoring evidence that Day Pitney funded Danny's trust with about $5 million+ more than was needed for his lifetime care. A197. That overfunding virtually assured that Brad Gallant, who appointed himself trustee of Danny's foundation, or his successor, would oversee a multi-million-dollar foundation that would provide trustee fees long after the D'Attilos passed away.
- A short while ago, plaintiffs learned that the Statewide Grievance Committee rejected the proposed settlement with Kathleen Nastri. A616. *See hearing transcript* A466-610. While that might change some of the issues, because today is the deadline for filing the amended complaint as of right, any other changes will be brought to the Court's attention separately. However, plaintiffs are concerned that it will be an abuse of discretion if the OCDC uses the same person to prosecute Attorney Nastri who refused to get all the documentary evidence that was available, who negotiated what plaintiffs believe to be an arbitrary and capricious an abuse of discretion settlement, among many other things. Therefore, it is even more important that the court consider using its inherent powers to take control of these grievances.

2003-2011 SUMMARY

72. In their grievance reply, Koskoff, Koskoff & Bieder admitted that Michael Koskoff personally drafted the March 21, 2003 retainer agreement that reads in pertinent part as follows:

> II. **FEES** - Pursuant to statute, K K & B shall receive fees of 33 1/3% of the first $300,000.00, 25% of the next $300,000.00, 20% of the next $300,000.00, 15% of the next $300,000.00, and 10% of any amount in excess of $1,200,000.00 of the total recovered, whether by way of settlement or award, before deduction of liens, costs and expenses. If that statute is not in effect at the time money is to be distributed to the Client, K K & B shall receive fees of twenty-eight percent (28%) of the total recovered. The Client authorizes K K & B to deduct said fees, liens, costs and expenses out of monies received from said party or

73. At the time he drafted the above language in March 2003, nationally renowned Michael Koskoff had been an attorney for 37 years (admitted 1966). A012.

74. In contrast, Domenic went as far as 11th grade and then left school to work as a bricklayer (mason). Cathy obtained her high school diploma and worked at various jobs over the years. A011.

75. In 2003, Koskoff, Koskoff & Bieder almost always included a written waiver in their retainers to permit the firm to get more than the statutory maximum pursuant to case law at the time. A003. As Michael Koskoff's attorney recently noted at the Nastri grievance hearing (A488-489):

> So let me go back to how the fee was -- fee was created -- fee agreement was created. Back in 2003, the standard fee agreement that the Koskoff Firm had for complex cases was one-third. **There was no variance from that, except that Michael Koskoff, the senior partner, agreed to accept a lesser fee**.

76. Michael Koskoff personally drafted the agreement to include §52-251c's "statutory sliding scale", which provides the mathematical formula to calculate an attorney's maximum fee:

- 33 1/3% for the first $300,000,
- 25% for the next $300,000,
- 20% for the next $300,000,
- 15% for the next $300,000,
- "and 10% for any amount in excess of $1,200,000 of the total recovered, whether by way of settlement or award…" A001.

77. Michael Koskoff admitted in his grievance reply that he "delet[ed] the Waiver Paragraph" from the D'Attilo retainer. A065.

78. The fee statue spells out the numbers (twenty-five percent), and Michael Koskoff used numerals (25%). This is what Michael Koskoff personally wrote as his final version:

> II. **FEES** - Pursuant to statute, K K & B shall receive fees of 33 1/3% of the first $300,000.00, 25% of the next $300,000.00, 20% of the next $300,000.00, 15% of the next $300,000.00, and 10% of any amount in excess of $1,200,000.00 of the total recovered, whether by way of settlement or award, before deduction of liens, costs and expenses. If

79. This is the §52-251c fee statute where it sets a maximum fee according to a specific schedule (unless there is a waiver):

> (b) In any such contingency fee agreement such fee shall be the exclusive method for payment of the attorney by the claimant and shall not exceed an amount equal to a percentage of the damages awarded and received by the claimant or of the settlement amount received by the claimant as follows: (1) Thirty-three and one-third per cent of the first three hundred thousand dollars; (2) twenty-five per cent of the next three hundred thousand dollars; (3) twenty per cent of the next three hundred thousand dollars; (4) fifteen per cent of the next three hundred thousand dollars; and (5) ten per cent of any amount which exceeds one million two hundred thousand dollars.

80. As noted, Michael Koskoff personally deleted the waiver provision that the Koskoff firm normally included in retainer agreements. There was no waiver in the March 21, 2003 agreement or in any other document ever signed by the D'Attilos. Therefore, the statutory sliding scale applied.

81. Michael Koskoff, with 37 years of legal experience, personally wrote the retainer provision that stated that there would be one and only exception to the maximum fees mandated by §52-251c: "**if that statute was not in effect at the time money is to be distributed**."

82. After the March 21, 2003 D'Attilo retainer agreement was executed by the Koskoff firm, the Koskoff firm consulted with medical experts to determine the viability of claims.

83. In late 2004, Joel Lichtenstein drafted, but did not send, a letter to the D'Attilos that the firm was not going to pursue the case. After reconsideration, the Koskoff firm filed a medical malpractice claim in January 2005, about one month before the expiration of the statute of limitations.

84. In July 2005, the fee cap statute was amended. The maximum fee tier remained exactly the same.

85. The amendment statutorily implemented existing case law to require a specific CAPITALIZED written waiver for causes of action arising after July 13, 2005.
86. The re-trial took place in May 2011. The jury unanimously found in favor of the D'Attilos and awarded them $58.6 million.
87. Following the trial, there were settlement discussions with the medical malpractice defendant.
88. On or about November 22, 2011, following a two-day mediation, the medical malpractice insurance carrier made a firm offer of $18 million to settle the case.
89. After nearly nine years, Cathy, Domenic, and Danny D'Attilo would finally be able to go on with their lives. Or so they thought.

"OH, MY GOD, IT'S 28%"

90. According to the Koskoff respondents, it was not until after the settlement offer on November 22 when there was a firm offer, that Kathleen Nastri first looked at the March 2003 retainer agreement.
91. Or, as her attorney put it at the February 4, 2016 hearing before the grievance committee: "The first time [Nastri] saw it was in November of 2011… they looked at it and they said, **oh, my God, it's 28 percent**." A503.
92. Given that Nastri said she believed that the fee agreement was Koskoff's standard 33 1/3%, herreaction was understandable.
93. Except, as noted above, a Connecticut attorney could not look at the March 21, 2003 retainer agreement and exclaim "oh my God, it's 28%". Rather, the exclamation would be, "oh my God, it's the statutory sliding scale of about 10%."
94. "Oh my God" or some other words must have been the reaction of every Koskoff attorney at the firm who heard this. If anyone did the calculation quickly in their heads, the difference between the standard 33 1/3% and 10% was many millions of dollars less in contingency fees. Moreover, the firm was advising the D'Attilos to reject the $18 million offer, so the legal fees would be substantially more.

95. On November 29, 2011, Kathleen Nastri sent an email to Michael Koskoff, Jim Horwitz, William Bloss, and Joshua Koskoff, stating that she had had a conversation with Cathy D'Attilo. A091.

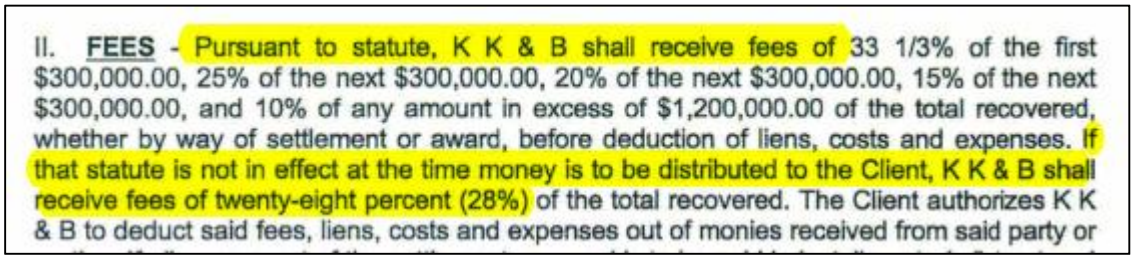
96. According to this email, Cathy D'Attilo had questioned Kathleen Nastri's belief that the contingency fee percentage was 33 1/3%. Contrary to what the Koskoff defendant said, there is no indication in this email that Cathy was arguing that it was 28% or that she personally had a copy of the retainer agreement in her hand. All it said is that Cathy did not believe that it was 33 1/3%.

97. This email sent to her partners purportedly summarizes the conversation and it says in part: : **"**

> **I [Kathleen Nastri] told her [Cathy D'Attilo] they had negotiated a 28% fee**, which would save Danny close to a million dollars if the case settled for $18 million.

98. Thus, Kathleen Nastri specifically told Cathy D'Attilo that the D'Attilos had negotiated a 28% fee. That was a fraudulent statement. The accurate statement, what Kathleen Nastri should have said and what should have appeared in that email is something along the lines of the following: the fee agreement you signed way back in 2003 was subject to the statutory scale of just a little bit more than 10%. The fee statute is still in effect so this is your lucky day because this will save you millions of dollars in legal fees. And I am sure you are going to need it to take care of Danny."

99. That's a hypothetical. That is not what she said. Nastri told her client Cathy that it was 28%, a total fabrication. But as every recipient of that email knew (Michael Koskoff, Jim Horwitz, William Bloss, and Joshua Koskoff), it was not 28 percent. That is because the fee statute was in effect in November 2011, and December 2011, and January, February, March, April, and May 2012 (when the D'Attilos received payment). Every attorney in the most preeminent personal injury firm in of Connecticut surely knew that the fee cap statute was in force. They all knew that this provision meant that they were not entitled to 28% but to the statutory sliding scale, which came to 10.64%:



II. **FEES** - Pursuant to statute, K K & B shall receive fees of 33 1/3% of the first $300,000.00, 25% of the next $300,000.00, 20% of the next $300,000.00, 15% of the next $300,000.00, and 10% of any amount in excess of $1,200,000.00 of the total recovered, whether by way of settlement or award, before deduction of liens, costs and expenses. If that statute is not in effect at the time money is to be distributed to the Client, K K & B shall receive fees of twenty-eight percent (28%) of the total recovered. The Client authorizes K K & B to deduct said fees, liens, costs and expenses out of monies received from said party or

100. Nastri's "**oh, my God, it's 28%**" was really: "oh, my God….Michael Koskoff agreed to use the statutory sliding scale which is only 10%…and that is going to cost our firm MILLIONS OF DOLLARS!

101. In 2011, Nastri and the recipients of her November 29, 2011 email had a combined total of 141 years as attorneys.[2] The Koskoff attorneys knew that the fee statute was in effect. Cathy (with a high school diploma) and Domenic D'Attilo (who went as far as 11th grade before starting his career as a mason), two parents who had just spent the previous eight years taking care of their son Danny 24/7, had no idea.

102. Allegedly, the following is what happened just before Kathleen Nastri's phone call with Cathy (A367):

> In the fall of 2011 when it became apparent that the defendant physician's insurer was willing to make offers in excess of the policy limits, Attorney Nastri requested her staff to locate the 2003 fee agreement. To her surprise, she saw for the first time that it was not KK&B's customary agreement for 33%% but provided for a 28% fee if "that statute was no longer in effect" at the time that the funds were distributed. **She immediately reviewed the history of the fee statute and saw that it was amended in 2005 to include a waiver provision**. She then contacted her clients to explain that she was previously mistaken, that the fee was 33%% of the recovery.

103. So, the first thing that Kathleen Nastri allegedly did was study the legislative history after reading the retainer agreement. That is probably the first sign there was something rotten in Bridgeport.

104. In 2005, the statute was amended but the fee tier remained exactly the same. Prior to the amendment, there was still a requirement of getting a waiver, and as has been shown, the Koskoff firm put those waivers in writing. A003. While it might be theoretically possible not to have it in writing prior to the 2005 amendment, that was not the case for the Koskoff firm.

105. The shock would have been even greater if anyone discussed this with another attorney at the Koskoff firm, Cynthia Botts. She and Kathleen Nastri were scheduled to argue a case before the

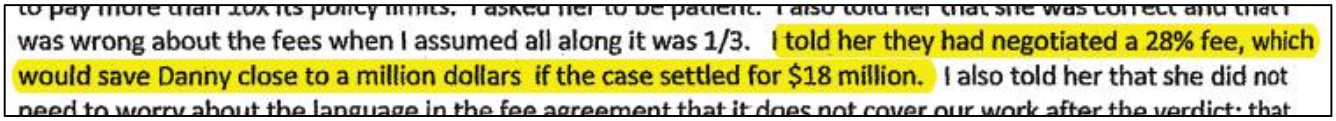
[2] Nastri 1986 (25 years), Michael Koskoff 1966 (45 years), Jim Horwitz 1984 (27 years), Willliam Bloss 1984 (27 years) Joshua Koskoff 1994 (17 years).

Connecticut Supreme Court in December 2011, about a week or so away. *Curran v. Kroll*, 303 Conn. 845 (2012).

106. If Attorney Nastri had spoken with Cynthia Bott she would not have had to do very much research at all. Before working at the Koskoff firm starting in 2005, Attorney Bott worked on the LeConche v. Elligers, 215 Conn. 701 (1990) case, where the Connecticut Supreme Court addressed this very issue regarding the legal impact of amending the tort reform statute, which included the fee provisions.

107. The Court determined that an amendment to this statute only changed what it changed, did not repeal the statute, and any conditions of the earlier statute that were not changed remained in full force and effect. The statutory sliding scale provision remained almost exactly the same, with a change of only one word (changing the word arrangement to the word agreement). A613.

108. It added several provisions, but as the Parnoff court would later opine, the amendments really codified what was already the practice and permissible. The take away here is that Nastri researched the issue before talking with Cathy and still told her the following falsehood:


to pay more than 10x its policy limits. I asked her to be patient. I also told her that she was correct and that I was wrong about the fees when I assumed all along it was 1/3. I told her they had negotiated a 28% fee, which would save Danny close to a million dollars if the case settled for $18 million. I also told her that she did not need to worry about the language in the fee agreement that it does not cover our work after the verdict; that

109. Kathleen Nastri did not tell Cathy the fee statute was still in effect. There is no mention in this November 29, 2011 email (or any other document) of any justification for the 28%, other than that was what the D'Attilos had negotiated. Nastri's failure to mention anything else becomes important later on. A104-105. Did any of her partners responded in an email? Unfortunately, another abuse of discretion on the part of the grievance defendants is that they refused to use their subpoena power to find out.

110. Six weeks later, in follow-up to Kathleen Nastri's fraudulent representations to Cathy D'Attilo on November 29, 2011 that the D'Attilos had negotiated a 28% fee, the Koskoff respondents defrauded the D'Attilos again by having them sign settlement authorizations that also included a false statement of the amount of attorney fees that were actually due.

111. Specifically, on January 4, 2012, the Koskoff firm had the D'Attilos sign two documents. A005-006. These documents were not contracts, were not co-signed by the Koskoff firm, did not mention the March 21, 2003 agreement, and did not have the statutory waiver language required since the 2005 amendment. Among other things, the settlement authorizations falsely noted: "Attorney fees (28%). A005-006.

112. On January 11, 2012, the doctor's medical malpractice insurance carrier settled the case for $25 million.

113. Applying the above statutory sliding scale maximum calculation, the Koskoff firm would have been entitled to $2,660,000, not a penny more or a penny less. This comes to a 10.64% contingency fee

114. The Koskoff firm further defrauded the D'Attilos by having them sign a settlement authorization on January 11, 2012, which also falsely noted "Attorney Fees (28%). A007.

115. However, because Danny was a minor, any settlement had to be approved by the probate court.

116. The D'Attilos had been living in their own home in Norwalk since about 2005, so this was under the jurisdiction of Judge DePanfilis.

117. At the end of January 2012, Judge DePanfilis appointed a guardian ad litem and scheduled a hearing on the settlement for February 29, 2012.

118. On February 9, 2012, the guardian ad litem requested just a few documents from Kathleen Nastri: the medical malpractice complaint, a summary of lawsuit costs, and the medical malpractice retainer agreement.

119. Day Pitney was retained on February 10, 2012.

120. On February 15, 2012, the Koskoff firm emailed these three documents to the guardian ad litem as well as to Brad Gallant, who had also requested copies.

121. The next day, Brad Gallant's timesheet indicates that he reviewed the medical malpractice complaint and other documents. The only documents he had at that time were the lawsuit costs and the retainer agreement.

122. As the grievance details, once the GAL had the retainer, the grievance respondents began a concerted effort to have the D'Attilos move out of Norwalk prior to February 29, 2012. A020-028.

123. The grievance alleges that this was done to prevent the guardian ad litem from appearing at the February 29, 2012 hearing with a copy of the retainer agreement. The guardian ad litem was a personal injury attorney who would be familiar with the fee cap statute.

124. As also detailed in the grievance complaint, the grievance respondents succeeded. Under pressure from their attorneys, the D'Attilos found a rental property in Bethel on or about February 24, 2012. The Norwalk probate court hearing for February 29 was canceled and the guardian ad litem was no longer on the case.

125. Again skipping many details, as noted above, the grievance respondents worked together to submit a false settlement statement to the Northern Fairfield probate court indicating that the D'Attilos owed 28% contingency fee. The respondents did not submit a copy of the March 2003 retainer agreement to the Northern Fairfield probate court.

126. In April 2012 the settlement was approved and Brad Gallant was appointed trustee.

127. Day Pitney set their trustee rate at .5% of Danny's estate, which, on a $13 million trust, came to approximately $65,000 a year for basically glorified secretarial work, such as reviewing Walmart invoices and deciding whether Danny could buy a puppy with his $13 million. In fact, there was no necessity to have law firm appointed as trustee and no necessity to incur $65,000 a year in fees.

128. As proof, in 2015, after having to undo certain legal roadblocks created by the Day Pitney respondents, the D'Attilos were appointed as trustees of Danny's estate and they no longer had to pay any trustee fees again, ever, saving Danny's estate potentially more than $1 million that otherwise would have gone to a trustee.

129. More details about these and other issues are set forth in the grievance complaint and the correspondence that are incorporated by reference. *See, e.g.,* A011-052.

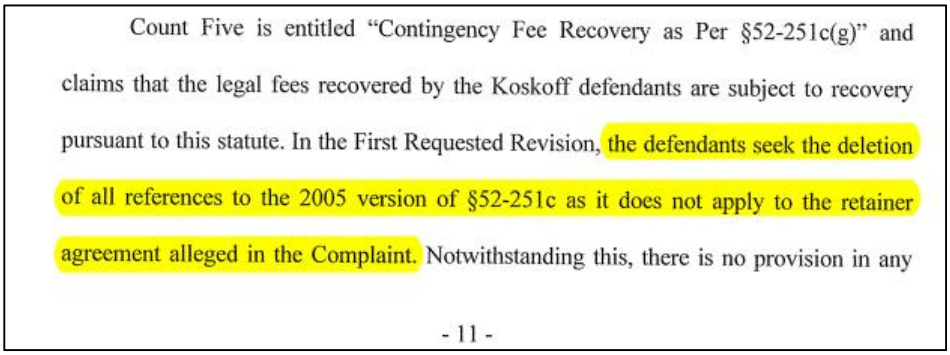
130. As noted, in December 2014, the D'Attilos filed a civil lawsuit against Koskoff and Day Pitney firms.

131. The civil complaint cited the 2005 amendment to the fee cap statute in several places in the complaint.

132. On January 26, 2015, the Koskoff defendants filed a Request to Revise. That same day, they also filed a Motion to Stay.

133. The Koskoff position taken in those two documents filed with the Superior Court is critical to understanding the evidence that their subsequent grievance reply includes a fabricated story.

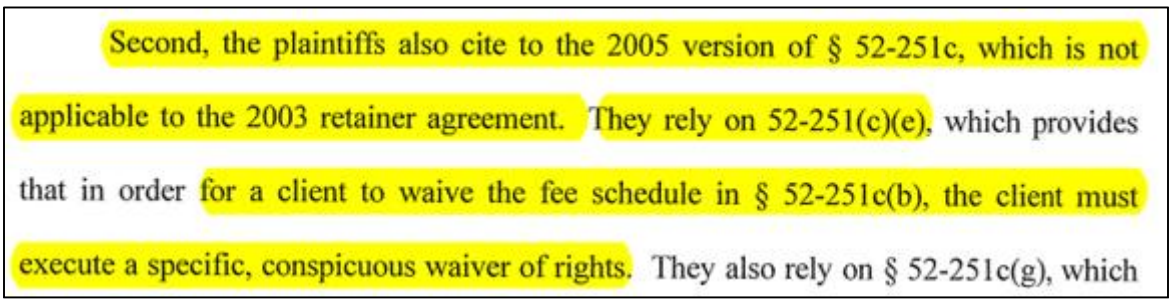
134. In their request to revise, Koskoff defendants stated that "**the defendants seek the deletion of all references to the 2005 version of §52-251c as it does not apply to the retainer agreement alleged in the Complaint**."



Count Five is entitled "Contingency Fee Recovery as Per §52-251c(g)" and claims that the legal fees recovered by the Koskoff defendants are subject to recovery pursuant to this statute. In the First Requested Revision, the defendants seek the deletion of all references to the 2005 version of §52-251c as it does not apply to the retainer agreement alleged in the Complaint. Notwithstanding this, there is no provision in any

- 11 -

135. In a February 20, 2015 reply KKB not only stated unequivocally that "the 2005 version of § 52-251c . . . is not applicable to the 2003 retainer agreement", KKB specifically did so in reference to the waiver provision of §52-251(c) (subsection e). That is the provision added to the fee cap statute in 2005 which required law firms to put any waiver in writing using specific conspicuous language in all capital letters:



Second, the plaintiffs also cite to the 2005 version of § 52-251c, which is not applicable to the 2003 retainer agreement. They rely on 52-251(c)(e), which provides that in order for a client to waive the fee schedule in § 52-251c(b), the client must execute a specific, conspicuous waiver of rights. They also rely on § 52-251c(g), which

136. On or about February 2, 2015, Michael Koskoff gave a statement to the press:

> This is a baseless claim," Koskoff said. "They knew the fee was 28 percent [of the total award] all along; they knew it was going to be 28 percent when they agreed to the settlement. There were settlement offers made, which they agreed to, based on a 28 percent fee. **They signed documents for the probate court agreeing the fee was going to be 28 percent.** They never had any objection at any point." Koskoff continued: "For them to make their first objection to the fee, two years after the settlement, in the form of this lawsuit is outrageous."

137. Michael Koskoff's statement to the press is the only direct statement that he has made in this case. That is because one of the significant deficiencies in the grievance process in Connecticut: is that while those who file complaints against attorneys are obligated to do so under penalty of perjury, attorneys in their responses have no obligation to submit any sworn statements.

138. In his press statement, Koskoff falsely states that the D'Attilos "signed documents for the probate court **agreeing** the fee was going to be 28%." First, the settlement authorizations and statements are not agreements. Second, the D'Attilos were fraudulently induced to sign these authorizations that included the false 28% (when it was actually 10.64%). Who in the world would pay an attorney $7 million when the retainer contract only calls for a payment of $2.66 million? No one, let alone the parents of a child who is injured at birth and was going to need a lifetime of care.

139. The settlement statements were first drafted by the Koskoff firm and then later by Day Pitney working with the Koskoff firm. For one example:

D'ATTILO V. VISCARELLO

We authorize our attorneys, Koskoff, Koskoff & Bieder, P.C. to settle our case for $25,000,000.00 present cash value. We understand that the net amount will be approximately $17,402,620.43.

SETTLEMENT		$25,000,000.00
Attorney's Fees (28%)	$7,000,000.00	
Lawsuit Costs as of 12/16/11	+ 597,379.57	
		- 7,597,379.57
Net to Clients in Present Value		$17,402,620.43
Adjustments:		
Escrow for future costs, including probate-related issues		- 40,000.00
		$17,362,620.43

DATE: 1/11/12

APPROVED:

DOMENIC D'ATTILO

CATHY D'ATTILO

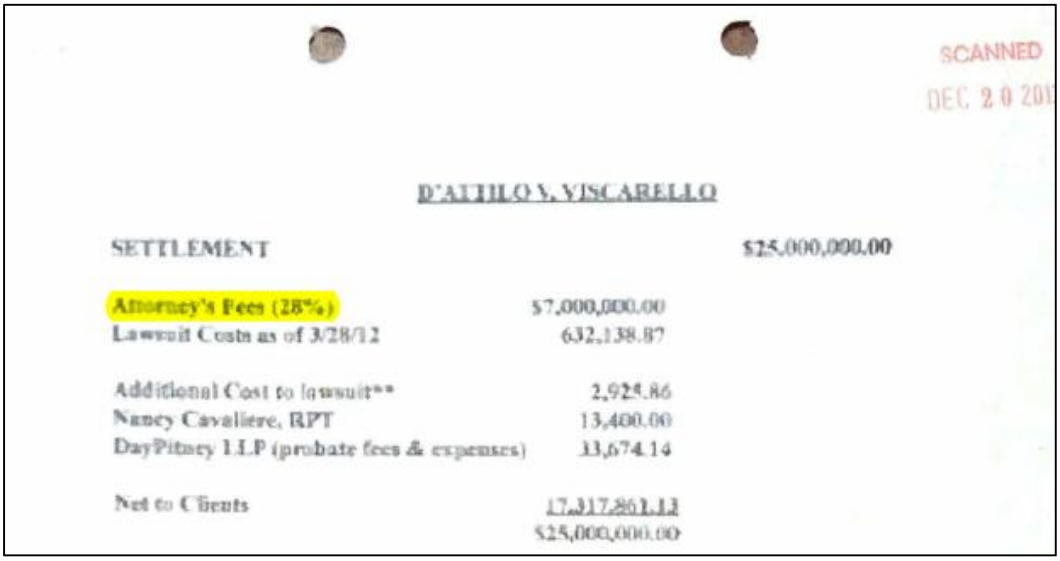
Adjustments:		
CL & P	$ 11,532.88	
Lawsuit Funding Solutions	215,956.00 (as of 2/15/12)	
		- 227,488.88
		$17,135,131.55
Net to Danny (80%)	$13,708,105.24	
Net to Parents (20%)	$ 3,427,026.31	
	$17,135,131.55	

140. As noted, that is not an agreement. That is not an amendment to an agreement. It is not countersigned by the defendants. It does not contain any mention of the March 21, 2003 retainer agreement. This January 11, 2012 version was prepared by the Koskoff firm and also includes the fraudulent statement "Attorney's Fees (28%).

141. Day Pitney was involved in the drafting of the settlement statement ultimately filed with the probate court. For example:

D'ATTILO V. VISCARELLO, et al		
GROSS SETTLEMENT:	$	25,000,000.00
LESS:		
Attorney Fees (28%) per agreement	$	7,000,000.00
Approx Costs, Disbursements as of 3/15/2012	$	632,138.80
Escrow for future costs (including probate-related fees)	$	50,000.00
NET TO CLIENTS (in Present Cash Value):	$	17,317,861.20
75% to the Daniel Jacob D'Attilo Trust ("Trust")	$	12,988,395.90
25% to Domenic and Cathy D'Attilo	$	4,329,465.30
	$	-

142. The specific folder this draft was in included a copy of the March 21, 2003 retainer agreement. However, the draft submitted to the probate court as well as the final copy purportedly signed by the D'Attilos (there is a question about its authenticity) deleted the "**per agreement**":



SCANNED
DEC 2 0 201

D'ATTILO V. VISCARELLO

SETTLEMENT		$25,000,000.00
Attorney's Fees (28%)	$7,000,000.00	
Lawsuit Costs as of 3/28/12	632,138.87	
Additional Cost to lawsuit**	2,925.86	
Nancy Cavaliere, RPT	13,400.00	
DayPitney LLP (probate fees & expenses)	33,674.14	
Net to Clients	17,317,861.13	
	$25,000,000.00	

143. That is all by way of a partial background to understand that what the Koskoff defendants actually said in their grievance reply filed in June 2015 was a demonstrable fabrication and that the grievance defendants' seriously abused their discretion enacted arbitrarily, capriciously as well as disparately in handling the Day Pitney and Koskoff grievances and therefore merits this Court's intervention.

144. Fast-forward to June 2015. KKB submitted a 30-page single spaced grievance reply (A058-088) that rests upon one fundamental and shocking defense given all that went before June 2015:(this defense first appears in their footnote 7 (A063):

> [7] As will be discussed below, the 2005 version is only relevant to the extent that it was the 2005 version of the statute specifically allowing for a waiver of fees that triggered KKB's fee under the fee agreement.

145. Although the Koskoff respondents did not point out that defense directly contradicted everything they had said up until that point, their grievance reply did acknowledge at least one slight problem with their defense: "**admittedly the fee agreement does not specifically spell this out**." A067:

146. Despite all the evidence to the contrary, in their grievance reply the Koskoff respondents claimed: "the D'Attilos agreed to a 28% fee, which would be triggered if § 52-251c was amended to include a waiver provision." A068.

147. Even if the D'Attilos had walked into the Koskoff firm on March 21, 2003 with an army of attorneys, and even if there were intensive negotiations, they walked out of that meeting with the following agreement which was drafted by Michael Koskoff himself:

> II. **FEES** - Pursuant to statute, K K & B shall receive fees of 33 1/3% of the first $300,000.00, 25% of the next $300,000.00, 20% of the next $300,000.00, 15% of the next $300,000.00, and 10% of any amount in excess of $1,200,000.00 of the total recovered, whether by way of settlement or award, before deduction of liens, costs and expenses. If that statute is not in effect at the time money is to be distributed to the Client, K K & B shall receive fees of twenty-eight percent (28%) of the total recovered. The Client authorizes K K & B to deduct said fees, liens, costs and expenses out of monies received from said party or

148. Incredibly, the Koskoff respondents' entire defense to fraud, misappropriation, statutory theft, and conversion rested on the claim, notwithstanding the language of the retainer, that the 2005 amendment to the fee cap statute "triggered" the Koskoff firm's entitlement to 28%. In other words, they suddenly claimed literally out of thin air that what Michael Koskoff had really written was: "If that statute is in effect and if it is amended to include a waiver provision then KKB will get 28%."

149. In support of what appears "on its face" to be a fabricated story, the Koskoff respondents submitted a single document (A089-090, 099), which reads in its entirety as follows:

> Dominic Detillo
>
> Hoping to say that he was referring the case but forgo a referral.
>
> Mark Greany, Atty.
>
> 9 Mott Street in Norwalk
> 854-0311
>
> Rosanna
> Would like to forgo referral.

150. These were contemporaneous phone notes typed by Michael Koskoff during or immediately after a phone conversation with Mark Greany on March 12, 2003 at around 5 PM. A552. That document was not turned over to the plaintiffs until they received it along with the grievance reply in June 2015.

151. In March 2015, three months before the plaintiffs knew of the existence of this memo, Mark Greany wrote an email which states in its entirety as follows:

From: Mark Greany <markgreany@yahoo.com>
Sent: Monday, March 2, 2015 8:05 PM
To: legalmalpractice@gmail.com
Subject: D'Atillo matter

This is to confirm the following:

I did not represent the D'Atillo family. I did not provide legal advice to the D'Atillo family in connection with this matter. I did not provide any legal advice to the D'Atillo family regarding any retainer agreements.

My involvement in this matter was limited to recommending the Koskoff firm to the D'Atillo family (on the basis of a recommendation that I received from a friend of mine who practices in the area of medical malpractice). I called the Koskoff firm and told an employee there that I was not interested in a referral fee, and accordingly I would appreciate the professional courtesy of having them discount the fee to the D'Atillo's. I don't remember if the employee was a male or female, or whether it was an attorney that spoke with me.

I did this out of compassion for the D'Atillo family. Domenic D'Atillo's sister Rosanna [redacted] was the "Nanny" to my son [redacted] at the time. She was like a family member to me, my wife and my son.

Best Regards,

Mark

Gedulin & Greany
Attorneys at Law
12526 High Bluff Drive, Suite 300
San Diego, CA 92130

152. Attorney Greany later confirmed the information in that email with a sworn affidavit. A157.

153. Greany's recollection in March 2015 of a conversation that had taken place twelve years earlier on March 12, 2003 matches exactly with Michael Koskoff's phone notes that Koskoff typed into his computer on March 12, 2003. As noted, Koskoff's phone note include, in its entirety:

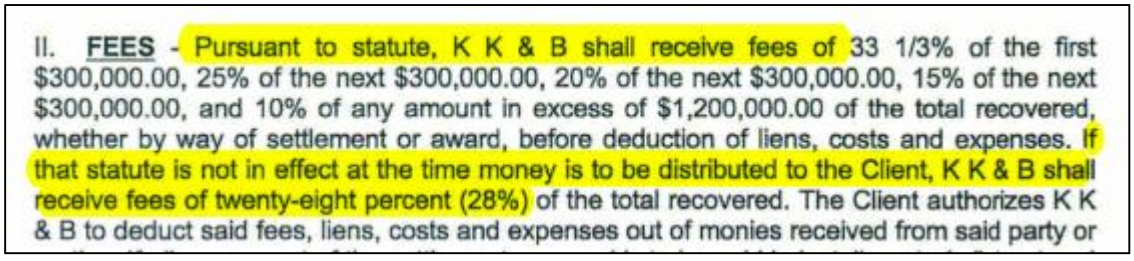
> Dominic Detillo
> Hoping to say that he was referring the case but forgo a referral
> Mark Greany, Atty.
> 9 Mott Street in Norwalk
> 854-0311
> Rosanna
> Would like to forgo referral.

154. Greany stated that he called the Koskoff firm up, spoke to someone, said he wanted to refer a case to the Koskoff firm and that he did not want a referral fee. As Greany wrote in his email: "I did this out of compassion for the D'Attilo family. Domenic D'Attilo's sister Rosanna …. Was like a family member to me, my wife and my son."

155. Why then did the Koskoff respondents even bother mentioning Mark Greany? Because they claimed the following is the conversation that took place on March 12, 2003 (A064-065):

> Thereafter, on or around March 12, 2003, Attorney Greany spoke to Attorney Koskoff. [A089-090] **Attorney Greany** asked for a reduction of the 1/3 fee and also **asked about the statutory sliding scale**, which at the time did not have a waiver provision. Attorney Koskoff told Attorney Greany that his firm could not accept the D'Attilos' case based on the sliding scale because the case was too complex and costly." Attorney Koskoff told Attorney Greany that the statute did not prohibit the negotiation of a different fee and that in 1993, the court in Salerno, supra, stated that a client may waive the statutory fee for complex cases, even though the fee statute did not contain a waiver provision.
>
> Notwithstanding the case law, **Attorney Greany expressed a concern about including a waiver provision in the fee agreement when it was not specifically provided for in the statute**. Attorney Koskoff was confident that a waiver provision would be added in a future version of the statute, and he advised Attorney Greany of this. He explained that a modification to the statute to specifically allow for a waiver of the sliding scale had been in the works, which he knew based on KKB's participation in the CTLA. Attorney Koskoff and Attorney Greany discussed and agreed that the D'Attilos would pay KKB 28% of any recovery, if at the time the funds were disbursed, the present statute was amended to contain a waiver of the statutory sliding scale.
>
> Based on this agreement, **Attorney Koskoff revised the KKB standard fee agreement** previously sent to Mrs. D'Attilo by: 1) moving the statutory fee scale from Exhibit A to Paragraph II; 2) deleting the Waiver Paragraph in Paragraph III; 3) changing the fee for recovery from 33 1/3% to 28%, and 4) adding:
>
> I**f that statute is not in effect at the time money is to be distributed to the client KKB shall receive fees of twenty eight percent (28%) of the total recovery**
>
> At no time did Attorneys Koskoff and Greany agree that KKB would modify the fee for the D'Attilo case from 33 1/3% to the statutory sliding scale.

156. Michael Koskoff's own contemporaneous phone notes do not indicate any of those items were discussed. Moreover, even if there had been a discussion along those lines, after the March 12, 2003 phone conversation, this is what one of the nation's most preeminent attorneys drafted after his "conversation" with Mark Greany:



II. **FEES** - Pursuant to statute, K K & B shall receive fees of 33 1/3% of the first $300,000.00, 25% of the next $300,000.00, 20% of the next $300,000.00, 15% of the next $300,000.00, and 10% of any amount in excess of $1,200,000.00 of the total recovered, whether by way of settlement or award, before deduction of liens, costs and expenses. If that statute is not in effect at the time money is to be distributed to the Client, K K & B shall receive fees of twenty-eight percent (28%) of the total recovered. The Client authorizes K K & B to deduct said fees, liens, costs and expenses out of monies received from said party or

157. In their grievance reply, Koskoff, Koskoff & Bieder claimed that another attorney at the firm, Joel Lichtenstein, went over the agreement with the D'Attilos on March 21, 2003 and specifically reviewed the fee cap passage with the D'Attilos. At the time, Lichtenstein had been an attorney for 28 years (admitted 1975). Between Koskoff and Lichtenstein, they had 65 years of legal experience in 2003, and neither made any effort to correct or amend the language of the fee agreement. A066.

158. Yet, in their grievance reply, the Koskoff respondents also wrote "KKB would never have agreed to, and did not agree to, accept this complex case for a fee based on the statutory sliding scale. A060. Except for the fact that is exactly what they did.

159. On June 8, 2015, the Day Pitney defendants filed their reply. A109-144.

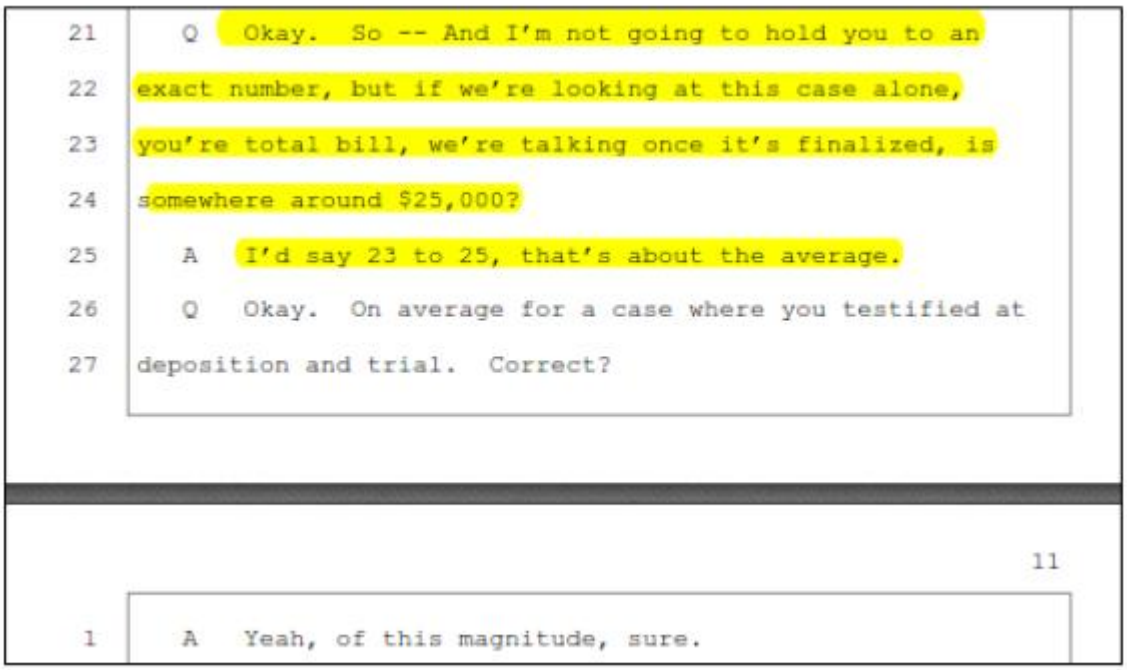
160. On June 12, 2015, the plaintiffs asked the Stamford/Norwalk panel hearing the Day Pitney grievances for the right to reply to address "multiple significant misrepresentations of fact" in a detailed seven page letter. A145-151:

> As you undoubtedly know, this is a high-profile case. Attorneys and clients throughout the state will be aware of its outcome and be guided accordingly. Given the gravity of these grievances, I [am] surprised that, and object to, the decision that a reply on behalf of my clients will not be considered. I hereby request permission to file a formal reply in a reasonable amount of time to do so. A145.

161. On July 6, 2015, the Day Pitney panel (Stamford/Norwalk) permitted a five-page reply. A161.

162. On August 24, 2015, plaintiffs' counsel wrote a letter to Attorney Carrasquilla (A207-212), along with some additional documents. A213-245.

163. One of the issues raised in the letter related to the more than $600,000 in legal expenses Koskoff, Koskoff & Bieder had deducted from the D'Attilos' settlement fund, but without any underlying proof as to the accuracy or legitimacy of those expenses. For example, the letter provided documentary evidence to Attorney Carrasquilla that one of Koskoff, Koskoff & Bieder's experts testified in May 2011 at the D'Attilo medical malpractice trial that his **total** fees were going to be between $23-$25,000. A209.



Q Okay. So -- And I'm not going to hold you to an exact number, but if we're looking at this case alone, you're total bill, we're talking once it's finalized, is somewhere around $25,000?

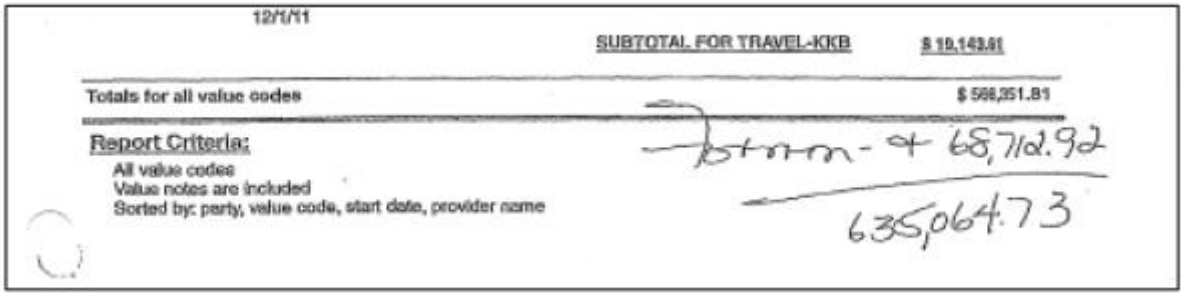
A I'd say 23 to 25, that's about the average.

Q Okay. On average for a case where you testified at deposition and trial. Correct?

11

A Yeah, of this magnitude, sure.

164. More than a year later, Koskoff, Koskoff & Bieder purportedly entered a handwritten notation on a computer printout that this particular expert (Forman) was going to be paid $68,712.92.



12/1/11

SUBTOTAL FOR TRAVEL-KKB $ 10,143.61

Totals for all value codes $ 568,251.81

Report Criteria:
All value codes
Value notes are included
Sorted by: party, value code, start date, provider name

Storm - $ 68,712.92

635,064.73

165. There was no explanation for this discrepancy from Koskoff, Koskoff & Bieder. Plaintiffs pointed out other billing discrepancies such as refunds that Koskoff, Koskoff & Bieder had received for legal costs which apparently were never refunded to the D'Attilo's. A210.

166. Moreover, the letter pointed out that in 2011, Koskoff, Koskoff & Bieder had entered into a stipulation with the Office of Chief Disciplinary Counsel regarding Koskoff, Koskoff & Bieder's accounting problems. The problems had been resolved as part of a deal for Koskoff, Koskoff & Bieder to avoid any disciplinary action and, therefore, there appeared to be a continuing pattern of accounting malfeasance on the part of Koskoff, Koskoff & Bieder that potentially could impact all

Koskoff, Koskoff & Bieder clients. A211, 230-232. On information and belief, the grievance defendants have abused their discretion by taking no action or conducting any investigation regarding Koskoff, Koskoff & Bieder's ongoing accounting practices.

167. The Stamford/Norwalk local panel issued its decisions regarding the Day Pitney respondents on August 26, 2015, dismissing all claims. A248-251..

168. Plaintiffs provided further details regarding Koskoff, Koskoff & Bieder's conflicting story. For example, counsel pointed out that Koskoff, Koskoff & Bieder filed a motion with the civil court that the plaintiffs delete all references to the 2005 amendment A259: (A273-281), the same amendment that the Koskoff respondents were claiming "triggered" their right to 28%:

> Count Five is entitled "Contingency Fee Recovery as Per §52-251c(g)" and claims that the legal fees recovered by the Koskoff defendants are subject to recovery pursuant to this statute. In the First Requested Revision, the defendants seek the deletion of all references to the 2005 version of §52-251c as it does not apply to the retainer agreement alleged in the Complaint. Notwithstanding this, there is no provision in any
>
> - 11 -

169. On October 20, 2015, instead of filing the additional allegations, Attorney Carrasquilla wrote that she was "still investigating and discussing this matter with Respondent's counsel." A314.

170. On October 22, 2015, plaintiff's counsel wrote to Attorney Carrasquilla confirming an October 20, 2015 conversation and objecting to the OCDC offering a settlement, especially one that did not include restitution of the $4.34 million that the OCDC agreed had been improperly taken from the D'Attilos. A315-317. In part, plaintiffs' counsel wrote (A316):

> By the end of our conversation you did say that you would take my views under consideration but made no commitment. **You did acknowledge that you had full authority to demand restitution as part of any settlement of the grievance**.
>
> I remain concerned and perplexed by your willingness to consider offering a reprimand, with or without restitution. There is documentary evidence in your hand that these

respondents deliberately defrauded the D'Attilos (plus two probate courts and a guardian ad litem) and are lying to the grievance panel.

You agreed with me that the March 21, 2003 retainer agreement is unmistakably clear that it only would have permitted a 28% contingency fee if the fee cap statute had not been in effect in 2012. This means that there was one and only one possible permissible calculation pursuant to the March 21, 2003 retainer agreement: the respondents were unquestionably and indisputably obligated to apply the statutory tier in calculating contingency fees. That also means that the one and only correct calculation for fees under the March 21, 2003 retainer agreement for a $25 million settlement would have been $2,660,000, and not the $7 million actually taken by the respondents. Put another way, this means that in May 2012 the respondents distributed $4,340,000 to themselves that belonged to Danny, Domenic, and Cathy D'Attilo.

You also pointed out correctly that if Koskoff, Koskoff & Bieder's retainer agreement actually said what they claimed it meant (28% would be due only if the fee cap statute was in effect and a waiver requirement was added), Koskoff, Koskoff & Bieder would have had an obligation in 2005 to alert the D'Attilos in writing as to passage of the provision that triggered the 28%. Of course, Koskoff, Koskoff & Bieder did no such thing.

***

As a result of the deception, she and her partners ended up with millions of dollars that did not belong to them, but belonged to Cathy, Domenic, and Danny. That brings me once again to these internal documents: you have not provided me with any explanation as to why you are not asking Mr. Nuzzo to turn over the internal documents that were separated out by Koskoff, Koskoff & Bieder more than a year ago and therefore would be easy to provide to you.

Even if you were not contemplating letting the respondents walk away from this with a reprimand, or if they decline to settle, I understood you to say that you are not intending to ask for these internal documents at any time, even before a hearing, if that should go forward. If I am wrong about that, please let me know.

Please note that if you are concerned the documents may be voluminous, I am willing to come down to your office, review them and alert you to any documents of relevance. I understand that you probably have a heavy caseload. However, a grievance of this magnitude should not be settled or litigated for a reprimand without obtaining all crucial documents. I believe that the end result of this case will have a far-reaching impact on the legal profession in Connecticut and the public's perception of the profession. Therefore, I would really like to understand the specific reason you have not asked for these documents though I have requested this for months.

***

As I have told you, I have never been involved in the grievance process before on either end. Unfortunately, I believe there have been significant failures throughout this process. I gather from what I was told by Ms. Sutton and then you, there was consternation in your office with the initial Koskoff, Koskoff & Bieder panel's decision. We have not talked about the Day Pitney decision yet, though I will address that in the relatively near future. Hopefully, this Koskoff, Koskoff & Bieder grievance is not moving towards reprimand without there first being a full and complete investigation of all the facts, including all of the internal documents, and with full restitution as an integral part of any settlement or decision.

171. On or about November 12, 2015, plaintiffs' counsel was informed for the first time in a phone conversation with Attorney Carrasquilla that she had offered Kathleen Nastri and Michael Koskoff a reprimand only for failure to "render a full accounting explaining and providing proof/invoices/billing of the costs/expenses charged to the Complainants." A322.

172. Plaintiffs' counsel wrote to Attorney Carrasquilla on November 17, 2015 (A322-327) regarding that conversation (endnotes in original omitted):

> I was surprised (shocked actually) by what you told me on Thursday. When we discussed this matter on October 16 and 19, you did not even hint that you intended to offer a reprimand only for a failure to account for expenses. You assured me when we met in August that you would let me know in advance what your plans were so that I would have a chance to provide you with my clients' perspective on your proposed course of action. See my August 18, September 30, October 17, and October 22 emails.
>
> ***
>
> On October 17 I requested an opportunity to meet with you when I thought you were considering offering a reprimand for the two allegations. [Now, I learn you offered a reprimand for only one allegation. I am asking you to reconsider and to withdraw your offer to the respondents and then to immediately file the two allegations you sent me on October 17 and to proceed with a full hearing on the matter.
>
> ***
>
> Similarly, you indicated to me when we spoke in October, as well as in your October 17 allegation, that the respondents "**failed to honor the terms of the March 21, 2003 fee agreement** with the Complainants…"
>
> You told me when we spoke that you agreed that the respondents were not entitled to deduct $7 million in legal fees but were only entitled to deduct the statutory tier ($2,660,000). Yet, if your offer is accepted, you are permitting the respondents to avoid any and all responsibility for taking $4.34 million that belongs to Danny, Cathy, and Domenic.
>
> ***
>
> Your office is taking the position with Attorney Parnoff that it is irrelevant whether he knew about the consequences of his actions, whether he did this with or without integrity, or even whether he had any intention to deceive: "the only question is whether he knew that he was taking funds without approval **or agreement**." Your own October 17 allegation of misconduct states: "The Koskoff, Koskoff & Bieder respondents failed to honor the terms of the March 21, 2003 fee **agreement** with the Complainants.
>
> If the Parnoff brief reflects your office's standard meriting the potential disbarment of Attorney Parnoff, it is inexplicable that you are not proceeding full speed ahead with allegations of misappropriation meriting disbarment against the Koskoff, Koskoff & Bieder respondents.
>
> ***
>
> In the meantime, I am deeply troubled that you, the new Chief Disciplinary Counsel for the State of Connecticut, are choosing to send the wrong message to the Connecticut bar and the Connecticut public with an offer made before getting all the relevant facts

(and despite the overwhelming evidence already in your possession), and your failure to have Koskoff, Koskoff & Bieder respondents answer these allegations at a full hearing under oath. What reassurances do Connecticut parents of significantly disabled children have that they will be protected from unethical conduct by lawyers if you, the Chief Disciplinary Counsel, effectively condone what you agree that the Koskoff, Koskoff & Bieder respondents did: taking millions in unearned fees and failing to document $600,000+ in expenses? Please call to discuss these and other important issues.

PRAYER FOR RELIEF

WHEREFORE, as to Count One, there being no adequate remedy at law, Plaintiffs respectfully seek an Order of Mandamus pursuant to General Statutes Section 52- 485 et seq. directing the **local** panels to re-issue their opinions removing the complete or partial dismissals of the above attorneys pursuant to P.B. §2-32(i)(2), and then forwarding the grievance files in their entirety for the seven grievances listed supra, for further review pursuant to P.B. §2-34A(b)(1).

WHEREFORE, as to Count Two, there being no adequate remedy at law, Plaintiffs respectfully ask this Court to invoke its inherent authority to oversee attorney conduct, to issue a temporary or permanent injunction preventing the grievance defendants from taking any further actions, and upon this Court's motion without complaint or as this court deems appropriate, having this court use its inherent power to take over all of the D'Attilos' grievances against the Day Pitney and Koskoff, Koskoff & Bieder respondents, to hold a scheduling conference, and to proceed toward a hearing on all grievances as this Court directs.

Dated at Bethany, Connecticut, this 11th day of February, 2016.

RESPECTFULLY SUBMITTED
BY THE PLAINTIFFS,

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Juris Number: 409226
Email: legalmalpractice@gmail.co