

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

----- X
 ALLEN B. ROBERTS, :
 :
 Plaintiff, :
 :
 - against - :
 :
 LESLIE D. CORWIN and :
 GREENBERG TRAUERIG, LLP, :
 :
 Defendants. :
 ----- X

SUMMONS 09115370

Index No. _____

FILED
 OCT 30 2009
 COUNTY CLERK'S OFFICE
 NEW YORK

TO THE ABOVE NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer on the plaintiff's attorneys within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Plaintiff designates New York County as the place for Trial. The basis of the venue designated lies in Plaintiff's residence, which is within New York County, defendants' principal place of business, which is within New York County, and the fact that defendants transact business within New York County.

Dated: October 29, 2009

EPSTEIN BECKER & GREEN, P.C.
Attorneys for Plaintiff Allen B. Roberts

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SUPREME COURT OF THE STATE OF NEW YORK
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Plaintiff,

- against -

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COMPLAINT

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ALLEN B. ROBERTS ("Roberts"), by his attorneys, Epstein Becker & Green, P.C., as and for his Complaint as against defendants LESLIE D. CORWIN ("Corwin") and GREENBERG TRAURIG, LLP ("Greenberg Traurig"), alleges as follows:

NATURE OF THE ACTION

1. This action seeks redress for legal malpractice committed by defendant lawyer Corwin and his law firm Greenberg Traurig. Corwin and Greenberg Traurig committed malpractice in the most basic and fundamental way – Corwin neglected, and did not cure, the designation of an expert witness in an arbitration proceeding, which in turn constrained the arbitrators to disallow vital testimony, resulting in an absence of critical admissible evidence to support the theories of valuation, liability and damages developed by Corwin and Greenberg Traurig for Roberts. The arbitrators' decision and subsequent judicial proceedings document this malpractice, as a result of which Roberts lost all his causes of action and had judgment entered against him for his adversaries' legal fees and the costs of the arbitration. Roberts thereby experienced a loss now exceeding \$6.6 million – including (i) a lost recovery of approximately \$5.2 million that he would have obtained for his claims in the

arbitration (as of July 2006) which he would have won but for the malpractice of Corwin and Greenberg Traurig, (ii) a judgment for an amount exceeding \$400,000 (which Roberts prudently settled for \$300,000 and relinquishment of his capital account and interest in Roberts & Finger), (iii) fees paid to Corwin, Greenberg Traurig and the accountants they retained, in an amount exceeding \$400,000, and (iv) expenses of the arbitration approximating \$150,000. Roberts seeks damages here for all of those losses, together with interest, in an amount now exceeding \$6.6 million.

PARTIES

2. Plaintiff Roberts is a resident of the State of New York and an attorney duly admitted to practice law before the courts of the State of New York. Roberts was a founder of the law firm Roberts & Finger, LLP (“Roberts & Finger”), in 1982, in which he owned a 37.8% interest. After Roberts gave notice of his intention to leave the firm in 2001, Roberts & Finger partners voted to dissolve. Roberts was not able to resolve amicably his claim to compensation for his interest in his former firm with his former partners and accordingly sought out expert legal counsel to advise and represent him.

3. Defendant Corwin is a resident of the State of New York and an attorney duly admitted to practice law before the courts of the State of New York. Corwin holds himself out as a specialist in the area of law firm partnerships and the litigation over interests in such partnerships. He wrote a treatise on the subject, *Law Firm Partnership Agreements* (Law Journal Seminars–Press, 1998). At all times relevant hereto, Corwin was a partner or shareholder in Greenberg Traurig, or otherwise held an equity interest in Greenberg Traurig.

4. Defendant Greenberg Traurig is a domestic registered limited liability partnership engaged in the practice of law. It maintains offices at 200 Park Avenue, New York, New York. Greenberg Traurig, through its website and other promotional materials, touts Corwin as a leading practitioner in the litigation of law firm partnerships.

THE UNDERLYING PROCEEDING

5. In 2003 Roberts retained Corwin and Greenberg Traurig for the purpose, *inter alia*, of representing him with respect to the valuation of his partnership interest in Roberts & Finger after that firm's dissolution in 2001 and the recovery of the value of that interest. Roberts selected Corwin based on Corwin's professed expertise in this area of legal practice.

6. Upon being retained by Roberts, Corwin assessed and evaluated documents showing that, without Roberts' involvement, other partners of Roberts & Finger authorized a "sale" to Greble & Finger, LLP ("Greble & Finger"), a new law firm they had formed – taking for the exclusive use of Greble & Finger the New York and New Jersey premises occupied by Roberts & Finger prior to the dissolution vote, together with the furnishings, equipment, fixtures, software, systems, library resources, supplies and virtually all other tangible and intangible assets accumulated by Roberts & Finger since its founding in 1982 and necessary to the operation of a law firm.

7. To accomplish their taking of the Roberts & Finger assets, the other Roberts & Finger partners hired a single law firm, a single accounting firm and a single appraiser to represent the interests of both Roberts & Finger and Greble & Finger and entered into an Asset Sale and Purchase Agreement with themselves for a "sale" of the assets of Roberts & Finger to themselves as Greble & Finger.

8. The assets of Roberts & Finger that were taken by Roberts' partners for Greble & Finger had a declared insured value before the "sale" and after the "sale" of \$5,370,000, exclusive of Roberts & Finger's cash, accounts receivable, work in process and "going concern" value or "goodwill."

9. Notwithstanding the insured value of \$5,370,000 that Roberts & Finger and Greble & Finger placed on the Roberts & Finger assets, Greble & Finger acquired those assets with nothing more than a promise to pay Roberts & Finger \$54,540 pursuant to the Asset Sale and Purchase Agreement.

10. Early in the representation of Roberts, Corwin retained Bernard Medoff ("Medoff"), an attorney and certified public accountant with the firm of Weiser, LLP, identifying him to Roberts as specialized in law firm accounting and valuations and someone with whom Corwin had a history of successful litigation in valuation matters.

11. After reviewing the matter, Corwin advised Roberts that the valuation approach adopted by the Roberts & Finger partners was not proper, that a "going concern" valuation should have been utilized and that Roberts was entitled to payment from Roberts & Finger and/or its other partners for his 37.8% equity interest in Roberts & Finger including, *inter alia*, his proportionate share of the value of that firm's goodwill and its value as a going concern.

12. During the course of 2003 and 2004, Corwin and Greenberg Traurig analyzed and developed Roberts' claims against Roberts & Finger and its other partners.

13. Corwin and Greenberg Traurig prepared a detailed Demand for Arbitration, setting forth Roberts' causes of action and damages claims against Roberts & Finger and its other partners.

14. Corwin and Greenberg Traurig filed their Demand for Arbitration on Roberts' behalf with the American Arbitration Association (the "AAA") in January 2005.

15. In their Demand for Arbitration, Corwin and Greenberg Traurig sought payment to Roberts from Roberts & Finger and its other partners of at least \$2.5 million, representing Roberts' damages as calculated by them for his share in Roberts & Finger, plus the "costs of the Arbitration, interest and attorneys' fees, expert fees and accounting fees." Although the arbitration agreement between Roberts and his former firm did not provide for an award of attorneys' fees, Corwin and Greenberg Traurig decided to demand such fees, reflecting their confidence in securing a beneficial result for Roberts with respect to their claims on his behalf. Moreover, by demanding attorney's fees, Corwin and Greenberg Traurig exposed Roberts to an award of attorney's fees not otherwise available to Roberts & Finger.

16. Under AAA rules, the high value placed on Roberts' damages by Corwin and Greenberg Traurig caused the dispute to be heard by an Arbitration Panel consisting of three arbitrators.

17. Corwin and Greenberg Traurig made their designations for selection of the members of the Arbitration Panel on behalf of Roberts. At the time of selection, Corwin expressed satisfaction with the Arbitration Panel, which included a distinguished former federal appellate judge.

DEFENDANTS' MALPRACTICE

18. On January 13, 2006, the Arbitration Panel issued its Pre-Hearing Order Number 3 ("Order Number 3"). Paragraph 5 of Order Number 3 states that "[b]oth parties should disclose immediately if expert testimony on any subject is

contemplated, or confirm that none shall be offered and that only fact witnesses shall testify.”

19. Corwin and Greenberg Traurig prepared, served and filed a response to Order Number 3 which addressed other paragraphs of that Order. However, Corwin and Greenberg Traurig did not disclose that any witness would provide expert testimony on Roberts’ behalf.

20. On February 21, 2006, Corwin and Greenberg Traurig served and filed a proposed witness list. The witness list simply states that Medoff will be called as a witness and describes the general subject matter of testimony to be elicited from him, including his analysis of financial documents and the valuation of Roberts’ damages.

21. Corwin and Greenberg Traurig did not discuss with Roberts their classification of Medoff as either an expert or fact witness or whether a disclosure should be made pursuant to Order Number 3 or otherwise, and Roberts relied upon Corwin and Greenberg Traurig to exercise sound professional judgment as litigators aware of the Arbitration Panel and its rulings and experienced in matters of law firm valuations concerning their use of Medoff as a witness on issues of valuation, liability and damages.

22. The evidentiary hearing of the arbitration commenced on February 28, 2006, with Corwin and Greenberg Traurig representing Roberts.

23. Prior to the opening of the arbitration hearing, Corwin and Greenberg Traurig had prepared an outline for Corwin’s presentation of testimony by Medoff. Corwin intended examining Medoff as the sole witness for presentation of evidence on behalf of Roberts concerning accounting issues and the valuation of Roberts & Finger to support the causes of action and damages claims set forth in the Demand for

Arbitration. The planned and scripted direct examination of Medoff, as prepared by Corwin and Greenberg Traurig, thus went into great detail, consisting of approximately 187 questions, spanning some 24 pages of a direct examination outline.

24. Throughout the first five days of the evidentiary hearing, Corwin expressed to Roberts and others his confidence and satisfaction with the manner in which Roberts' case was being received in evidence by the Arbitration Panel.

25. On March 30, 2006, the sixth and last day of the evidentiary hearing, Corwin called Medoff as a witness to testify with respect to accounting issues of law firms and the valuation of Roberts & Finger to support the causes of action and claims for damages.

26. At the very start of Corwin's examination of Medoff, counsel for Roberts & Finger objected as Corwin sought to examine Medoff concerning the valuation of Roberts' interest in Roberts & Finger.

27. On the record, counsel for Roberts & Finger argued that Corwin had repeatedly represented that he would not call any expert witnesses and that Corwin had missed repeated opportunities to disclose Medoff as an expert pursuant to Order Number 3 and otherwise. Counsel for Roberts & Finger noted particularly that Corwin previously had represented to the Arbitration Panel that no expert witnesses would be called, and that the witness list Corwin and Greenberg Traurig submitted on February 21, 2006, one week before the opening of the evidentiary hearing, did not identify Medoff as an expert witness. Corwin did not deny or dispute any of these factual assertions made by his opposing counsel.

28. After hearing Corwin's responses to objections to Medoff's testimony, the Arbitration Panel ruled that Corwin could not offer expert testimony

through Medoff. The Chairman of the Arbitration Panel stated, “[t]here’s been no expert designated. We’re not going to accept valuation testimony as expert evidence through this witness. He is here as a fact witness alone.”

29. The Chairman of the Arbitration Panel stated, “Mr. Corwin, you are not precluded in the future from trying to argue to the panel information that is in evidence that you want to present to us through a [chart] or an addendum to a post-hearing memorandum, for example, but we’re not taking it as an expert valuation of Mr. Roberts’ interest through this witness.”

30. As a consequence of the Arbitration Panel’s rulings concerning Corwin’s examination of Medoff, Corwin abandoned substantially all questions going to core issues of his analysis of financial documents of Roberts & Finger and Greble & Finger and what those documents demonstrate regarding liability, the valuation and Roberts’ interest in Roberts & Finger and Roberts’ damages, as detailed in the 24-page outline prepared for Medoff’s examination by Corwin and Greenberg Traurig.

31. The Chairman of the Arbitration Panel characterized the examination of Medoff, as presented by Corwin, as nothing more than “[j]ust a bunch of dots” having no “lines drawn between them” to make the “connection.”

32. Corwin ended his direct examination of Medoff, asking only a handful of questions, but not asking questions essential to connecting facts by expert opinion to the case of valuation, liability and damages Corwin and Greenberg Traurig had analyzed and developed for Roberts over a period of three years, commencing with their engagement in 2003 and continuing through the close of the arbitration hearing in 2006.

33. After abandoning his outline for Medoff's examination, Corwin offered no other testimony to support his stated theories of valuation, liability and damages.

34. Immediately after concluding his examination of Medoff, Corwin said he rested, calling no other witnesses and offering no further evidence of any sort.

35. Counsel for Roberts & Finger then made an oral motion to dismiss all of the causes of action set forth in the Demand for Arbitration, asserting that there was a complete failure by Corwin and Greenberg Traurig to present evidence to establish a *prima facie* case of any liability or damages as a result of the lack of testimony.

36. After hearing lengthy argument, the Arbitration Panel adjourned the hearing to consider the motion to dismiss.

37. Corwin and Greenberg Traurig submitted additional papers to the Arbitration Panel while the motion to dismiss was under consideration. However, Corwin and Greenberg Traurig did not use this opportunity to submit a "chart" or "addendum" or any other material with regard to valuation, as the Arbitration Panel had invited them to do; nor did Corwin and Greenberg Traurig seek to reopen the hearing for receipt of any further evidence or contentions.

38. On the record they created, Corwin and Greenberg Traurig could not prove the connection of the record evidence to liability, the value of Roberts' interest in Roberts & Finger or Roberts' damages.

39. In his treatise, Corwin writes, "[i]n conducting the valuation of a dissolved firm, an expert in valuation methodology must be retained." *Law Firm*

Partnership Agreements at Section 7.07. Corwin's actions in the course of representing Roberts in the arbitration proceedings inexplicably ignored his own published advice.

40. The failure of Corwin and Greenberg Traurig to identify Medoff as an expert witness when they knew that proof of a *prima facie* case of liability, the valuation of Roberts' interest in Roberts & Finger and the measure of Roberts' damages would require Medoff's testimony as an expert constitutes negligence and legal malpractice.

41. The failure of Corwin and Greenberg Traurig to provide the Arbitration Panel with admissible evidence concerning the valuation of Roberts' interest in Roberts & Finger, liability to Roberts and the measure of Roberts' damages constitutes negligence and legal malpractice.

INJURIES AND LOSSES CAUSED BY DEFENDANTS' MALPRACTICE

42. The Arbitration Panel issued an Interim Award on May 11, 2006 and a Final Award on July 13, 2006 (together, the "Arbitration Award") which granted the motion to dismiss all of the causes of action set forth in the Demand for Arbitration. The Arbitration Panel found that all of Roberts' claims failed because Corwin and Greenberg Traurig had produced no evidence – expert or otherwise – to prove liability or damages.

43. The Arbitration Panel specifically found that no expert testimony was presented as to claims asserted by Corwin and Greenberg Traurig in the Demand for Arbitration because "Medoff did not testify as an expert witness because as provided in Panel Order No. 3, the parties were required to disclose any expert testimony they intended to offer, and [Corwin and Greenberg Traurig] made no such disclosure."

44. The Arbitration Panel went on to state that Corwin's "[h]yperbolic statements in pleadings and arguments about millions of dollars in goodwill or going concern value simply are not evidence."

45. As a direct consequence of the failures of Corwin and Greenberg Traurig, the Arbitration Panel concluded that all of Roberts' claims failed:

The Panel therefore holds that regardless of the Causes of Action pleaded, Claimant has failed to establish a *prima facie* case that he has suffered any damage as a result of the manner in which the dissolution of Rogers [sic] & Finger LLP was carried out.

46. Not only did the Arbitration Panel dismiss Roberts' claims, but it directed that Roberts pay Roberts & Finger's attorneys' fees and arbitration costs in the amount of \$383,963.

47. Implicitly recognizing that their failure to present a *prima facie* case of liability and damages resulted in the dismissal of Roberts' claims and the award of fees and costs against him, Corwin and Greenberg Traurig volunteered to represent Roberts – without charge – in a proceeding to vacate the Arbitration Award.

48. Corwin and Greenberg Traurig prepared and filed a petition in a New York State Supreme Court proceeding seeking to vacate the Arbitration Award.

49. Although Corwin unquestionably possessed the best knowledge of the record and of the theories for liability and damages developed at the arbitration, and Corwin possessed a reputation for expertise in the area of law partnership law, Greenberg Traurig and/or Corwin selected Israel Rubin ("Rubin") to argue the merits of the petition to vacate the Arbitration Award.

50. On the date set for argument on the petition to vacate, Corwin appeared at the courthouse, but, after conferring with Rubin, Corwin remained outside

the courtroom. Apparently, Greenberg Traurig decided Corwin should not enter the courtroom during the entire presentation of argument to avoid the possibility that Corwin would be questioned by the Court concerning his failures in adequately presenting Roberts' case to the Arbitration Panel, questions for which Corwin did not have and could not have any satisfactory answers.

51. In an April 3, 2007 Decision and Order, the New York State Supreme Court denied the petition to vacate the Arbitration Award. The Court found that the Arbitration Panel had acted properly in excluding the testimony of Medoff, stating that Corwin's

attempt to admit into evidence an expert evaluation of [Roberts'] interest in [Roberts & Finger] through a fact witness was procedurally improper and appears to have been an attempt to evade the Panel's requirement, in Panel Order 3, that the parties disclose, prior to the hearing, whether they would introduce expert testimony. The Panel was within its authority when it ruled that only an expert could evaluate Roberts' interest in [Roberts & Finger], and, because [Corwin] did not apprise the Panel that he would employ expert testimony, [Corwin] could not introduce the expert valuation through a fact witness.

52. Roberts & Finger then entered a money judgment against Roberts in the amount of \$408,778.83 – the amount determined by the Arbitration Panel plus statutory interest – and began taking steps to execute upon it.

53. Corwin and Greenberg Traurig prepared and filed a notice of appeal of the Court's order confirming the Arbitration Award and a pre-argument statement.

54. Corwin and Greenberg Traurig well knew and expressed to Roberts that the circumstances and deferential standard of review applicable to the Court's denial of the petition to vacate the Arbitration Award meant that an appeal had no prospect of success.

55. Faced with the virtually hopeless prospects of upsetting arbitral and judicial decisions critical of the representation of him by Corwin and Greenberg Traurig, a \$408,778.83 money judgment entered against him, the mounting of statutory interest, and the futility of any effort to resurrect claims that had been extinguished by the negligence and malpractice of Corwin and Greenberg Traurig, Roberts' only prudent alternative was to authorize Corwin to negotiate a settlement with Roberts & Finger, limiting the disastrous consequences of the inept representation that Corwin and Greenberg Traurig had provided.

56. The settlement reached with Roberts & Finger required Roberts to pay \$300,000 to Roberts & Finger and forgo his entire interest in Roberts & Finger.

57. As a direct result of negligence and malpractice of Corwin and Greenberg Traurig, Roberts:

- (a) lost his claim for his 37.8% interest in the assets of Roberts & Finger having an insured value of \$5,370,000, plus statutory interest since April 2001;
- (b) lost his claim for his 37.8% interest in the cash, prepaid expenses, accounts receivable and work in process of Roberts & Finger, which Corwin and Greenberg Traurig calculated to be worth \$2,163,131 (after reduction to take account of Roberts & Finger's liabilities), plus statutory interest since April 2001;
- (c) lost his claim for his 37.8% interest in the goodwill and going concern value of Roberts & Finger, which Corwin and Greenberg Traurig calculated to be worth \$1,039,669, plus statutory interest since April 2001;
- (d) paid to Greenberg Traurig and did not recover \$391,194 for fees and disbursements billed by Corwin and others;
- (e) paid to Weiser, LLP and did not recover \$13,817 for fees and disbursements billed by Medoff and others;
- (f) paid to the AAA and did not recover \$139,868 for Roberts' share of fees billed by the Arbitration Panel and administrative costs;

- (g) paid and did not recover \$7,896 for arbitration hearing transcripts;
- (h) paid \$300,000 to Roberts & Finger in settlement; and
- (i) relinquished his \$131,477 capital account and all other interest in the assets of Roberts & Finger.

58. Accordingly, due to the negligence and malpractice of Corwin and Greenberg Traurig, Roberts' position shifted from a likely recovery of more than \$5.2 million as of July 2006, representing his interest in Roberts & Finger (plus statutory interest from 2001) as evaluated by Corwin and Greenberg Traurig, together with the "costs of the Arbitration, interest and attorneys' fees, expert fees and accounting fees" as pleaded in the Demand for Arbitration, to giving up approximately \$1 million by paying out of pocket approximately \$850,000, relinquishing his capital account balance of \$131,477 and forgoing all other interest in Roberts & Finger.

AS AND FOR A FIRST CAUSE OF ACTION
Professional (Legal) Malpractice, Against Corwin

59. Roberts reiterates and realleges paragraphs 1 through 58 of this Complaint as if more fully set forth here.

60. An attorney-client relationship existed as between Corwin and Greenberg Traurig, on the one hand, and Roberts, on the other hand, at the times pertinent to this Complaint.

61. Corwin held himself out to the public and to Roberts to be a seasoned trial and appellate attorney having extensive experience with the full range of valuation, accounting and ethical issues that typically arise in law firm partnerships, disputes, dissolutions and break-ups, who has the additional qualifications of having been retained and having testified as an expert witness.

62. Corwin held himself out to the public and to Roberts to be an attorney at least as competent as reasonably competent attorneys in the area in which he practiced.

63. Corwin was negligent in his representation of Roberts in that, *inter alia*, Corwin failed to identify Medoff as an expert witness as required by the Order Number 3 and otherwise and failed to present admissible evidence to the Arbitration Panel as to the liability of Roberts & Finger and its other partners to Roberts, the value of Roberts' interest in Roberts & Finger and Roberts' damages, as hereinbefore alleged.

64. But for the negligence and malpractice of Corwin, Roberts:

- (a) would have proved a *prima facie* case of liability, the value of his interest in Roberts & Finger and his damages in the arbitration;
- (b) would have prevailed in the arbitration;
- (c) would have been awarded damages by the Arbitration Panel as evaluated by Corwin and Greenberg Traurig, including the costs of the arbitration, interest and attorneys' fees, expert fees and accounting fees;
- (d) would not have had his claims dismissed by the Arbitration Panel;
- (e) would not have relinquished the value of his capital account and his interest in Roberts & Finger; and
- (f) would not have been required to pay any costs of the arbitration.

65. As a direct and proximate result of the negligence and malpractice of Corwin, Roberts was proximately caused damages, in that:

- (a) he paid \$300,000 to Roberts & Finger and relinquished his \$131,477 capital account in settlement;
- (b) he paid \$147,764 for fees and transcripts for the AAA arbitration;

(c) he paid \$391,194 to Greenberg Traurig; and

(d) he paid \$13,817 to Weiser, LLP.

66. But for the negligence and malpractice of Corwin, Roberts would have been awarded substantial damages by the Arbitration Panel in excess of \$5.2 million as of July 2006 in an exact amount to be determined at trial.

67. In sum, as a direct and proximate result of the negligence and malpractice of Corwin, Roberts has sustained damages to date in excess of \$6.6 million, including prejudgment interest to date, in an exact amount to be determined at trial.

AS AND FOR A SECOND CAUSE OF ACTION
Joint And Several Liability For Malpractice, Against Greenberg Traurig

68. Roberts reiterates and realleges paragraphs 1 through 67 of this Complaint as if more fully set forth here.

69. The acts and omissions of Greenberg Traurig attorneys and Corwin, as a partner and/or shareholder in Greenberg Traurig, bind Greenberg Traurig.

70. Greenberg Traurig held out itself and its attorneys to the public and to Roberts to be attorneys at least as competent as reasonably competent attorneys in the area in which they practiced.

71. Independently, Greenberg Traurig bears responsibility for Corwin's negligence and malpractice because, upon information and belief, Greenberg Traurig knew, or should have known, that Corwin was susceptible to the deviations from standards of professional competence described herein, based upon prior incidents in which Corwin failed to meet his professional obligations, and Greenberg Traurig failed to supervise Corwin and other Greenberg Traurig attorneys adequately in this instance.

72. Accordingly, Greenberg Traurig is liable to Roberts for its negligent representation of him and it is jointly and severally liable with Corwin for his failings and defalcations, under principles of respondent superior, or negligent supervision, or both. Roberts thus is entitled to compensation from Greenberg Traurig for the damages detailed above.

WHEREFORE, Plaintiff Allen B. Roberts demands judgment as against defendants Leslie D. Corwin and Greenberg Traurig, LLP, jointly and severally, in the amount of not less than \$6.6 million, in an exact amount to be determined at trial, as well as attorneys' fees, costs and disbursements, and such other and further relief as is just.

Dated: October 29, 2009

EPSTEIN BECKER & GREEN, P.C.
Attorneys for Plaintiff Allen B. Roberts

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