

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

ORIGINAL

In the Matter of the Fee Dispute between
WILLIAM A. ROOS, IV, individually, and
WILLIAM A. ROOS, IV and BARBARA R.
HILL, as trustees,

Plaintiffs,

- against -

ANDERSON KILL & OLICK, P.C. and
REYNOLDS RICHARDS,

Defendants.

Index No. 112439/2009

VERIFIED ANSWER TO COMPLAINT
WITH COUNTERCLAIMS

FILED
SEP 17 2009
NEW YORK
COUNTY CLERK'S OFFICE

Defendants, Anderson Kill & Olick, P.C. and Reynolds Richards
(collectively referred to as "AKO"), by and through its undersigned counsel, hereby
respond to the Complaint of Plaintiffs William A. Roos, IV (" Mr. Roos") and Barbara R.
Hill ("Ms. Hill") as follows:

1. AKO denies knowledge or information sufficient to form a belief as
to the truth of the allegations contained in Paragraph 1 of the Complaint but admits that
Mr. Roos is a co-trustee under a deed of trust dated 2/22/94 f/b/o Stella G. Roos and
co-trustee under the will of William A. Roos, III, deceased.

2. AKO denies knowledge or information sufficient to form a belief as
to the truth of the allegations contained in Paragraph 2 of the Complaint but admits that
Ms. Hill is a co-trustee under a deed of trust dated 2/22/94 f/b/o Stella G. Roos and co-
trustee under the will of William A. Roos, III, deceased..

3. AKO admits the allegations contained in Paragraph 3 of the
Complaint.

4. AKO admits the allegations contained in Paragraph 4 of the Complaint.

5. AKO admits the allegations contained in Paragraph 5 of the Complaint.

6. AKO denies the allegations contained in Paragraph 6 of the Complaint. By way of further response, the legal services rendered to Plaintiffs total Sixty-Five Thousand Eight Hundred Twenty-Six Dollars and Fifty Cents (\$65,826.50).

7. AKO admits the allegations contained in Paragraph 7 of the Complaint.

8. AKO admits the allegations contained in Paragraph 8 of the Complaint.

9. AKO denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 9 of the Complaint and respectfully refers all questions of law to the Court.

10. AKO denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 10 of the Complaint.

11. AKO denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of the Complaint.

12. AKO denies knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of the Complaint.

COUNTERCLAIMS

AKO, for its Counterclaims against Plaintiffs, states and alleges as follows:

13. Mr. Roos was a former general partner of the law firm of Reynolds Richards and a member of its billing committee.

14. In 2005, a disagreement arose between Mr. Roos on one hand, and his three partners at Reynolds Richards on the other concerning Mr. Roos' lack of contribution to the law firm, existing work and lack of effort to find new work.

15. As a result, Mr. Roos was forced to withdraw from his partnership role at Reynolds Richards. Reynolds Richards and Mr. Roos thereafter entered into a written Letter Agreement dated December 30, 2005 ("Letter Agreement") delineating the terms of his withdrawal as a general partner. A true and correct copy of the written Letter Agreement is attached as Exhibit 1.

16. The Letter Agreement set forth the terms on which Reynolds Richards would provide further legal services for Mr. Roos. In pertinent part, Reynolds Richards agreed to represent "[Mr. Roos'] mother, the Trust for her benefit under [Mr. Roos'] father's Will and the Trust created by her for her benefit, at the firm's customary rates, and if requested to do so . . . represent her estate following her death, at the firm's customary rates." See Exhibit 1, at p. 2, ¶ 7.

17. Reynolds Richards also agreed to represent Mr. Roos as a fiduciary in other matters at the firm's customary rates. See Exhibit 1, at p. 2, ¶ 7.

18. Moreover, Mr. Roos, having been a general partner at Reynolds Richards and a member of the billing committee, knew or should have known that absent a special agreement to the contrary, Reynolds Richards attorneys charged on an hourly basis for services rendered at its customary rates.

19. After Mr. Roos' departure as an active member of Reynolds Richards, the firm performed various legal services at Mr. Roos' request.

20. In accordance with the Letter Agreement, Reynolds Richards performed various legal services at Mr. Roos' request from the period of January 6, 2006 through February 19, 2009. True and correct copies of the invoices in connection with the legal services rendered are attached as Exhibits 2 through 11.

21. Defendants incorporate by reference and make part of its counterclaims each of the invoices annexed as Exhibits 2 through 11 as if set forth fully herein.

22. Furthermore, in accordance with CPLR 3016(f), Defendants set forth and incorporate by reference each individual time entry in each invoice as if set forth in separately numbered paragraphs herein.

23. In March of 2008, Dennis A. Zagroba ("Mr. Zagroba"), a partner of AKO, and Mr. Roos discussed the invoices (Exhibits 2-11) concerning the legal services rendered on Mr. Roos' behalf. In those discussions, Mr. Zagroba offered Mr. Roos an additional fee discount to settle all of the invoices up to March of 2008. In response, Mr. Roos asked that new bills be prepared and sent to him. Mr. Zagroba therefore understood that said reduced invoices would be paid. To date, however, no payment has been made on any invoice.

24. Accordingly, as required by New York law, Defendants sent Mr. Roos the required packet of documents related to the fee dispute resolution program.

25. Mr. Roos elected to participate in the fee dispute resolution program and a hearing was held before a panel of three arbitrators whereby an arbitration award was issued on July 29, 2009.

26. Plaintiffs have requested a trial de novo.

**AS AND FOR A FIRST COUNTERCLAIM AGAINST PLAINTIFF
(Breach of Contract)**

27. Defendants repeat and reallege Paragraphs 1 through 26 as if fully set forth herein.

28. Reynolds Richards and Mr. Roos entered into a written Letter Agreement dated December 30, 2005 which set forth the terms on which Reynolds Richards would provide legal representation for Mr. Roos.

29. Between January 6, 2008 and December 3, 2008, Defendants, at the request of Plaintiffs, provided legal services in connection with various legal matters and Defendants discussed with Plaintiffs the fees incurred.

30. Defendants charged Plaintiffs for the legal services rendered on Plaintiffs' behalf in accordance with the Letter Agreement.

31. To date, no payment has been made on any of the invoices Defendants delivered to Plaintiffs.

32. Further, payment of the unpaid amount has been duly demanded from Plaintiffs, but no part thereof has been paid.

33. Defendants have performed all conditions, covenants and promises required to be performed by it in accordance with the terms and conditions of the Letter Agreement.

34. By reason of the foregoing, Plaintiffs breached the Letter Agreement.

35. As a result of Plaintiffs' breach of the Letter Agreement, there is due the Defendants from the Plaintiffs on its First Cause of Action the sum of Sixty-Five

Thousand Eight Hundred Twenty-Six Dollars and Fifty Cents (\$65,826.50), together with interest, fees and costs.

**AS AND FOR A SECOND COUNTERCLAIM AGAINST PLAINTIFF
(Unjust Enrichment)**

36. Defendants repeat and reallege Paragraphs 1 through 35 as if fully set forth herein.

37. Plaintiffs were enriched by receiving the benefits of Defendants' legal services and have failed to pay for the services rendered in connection therewith.

38. This enrichment was at the expenses of Defendants' extensive efforts and diligent work.

39. The reasonable value of the services provided is Sixty-Five Thousand Eight Hundred Twenty-Six Dollars and Fifty Cents (\$65,826.50).

40. As a result, Plaintiffs have been and will be unjustly enriched at the expense of Defendants in the amount of \$65,826.50.

WHEREFORE, Defendants request judgment in the amount of \$65,826.50, together with interest, fees and costs as well as any other relief that the Court deems just and proper.

Dated: September 15, 2009

ANDERSON KILL & OLICK, P.C.

By: 

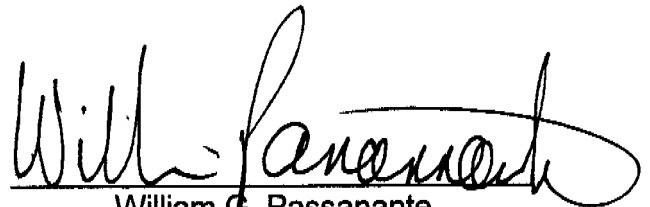
Jeffrey E. Glen
Michael S. Chung
1251 Avenue of the Americas
New York, NY 10020
Telephone: (212)-278-1000

Attorney for Defendants,
Anderson Kill & Olick, P.C. and Reynolds
Richards

VERIFICATION

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

WILLIAM G. PASSANANTE, being duly sworn, deposes and says: I am an officer of Anderson Kill & Olick, P.C., Defendant in the foregoing Verified Answer with Counterclaims, and I have read and know the contents of the Verified Answer with Counterclaims. The allegations in the Verified Answer with Counterclaims are true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those allegations, I believe them to be true.


William G. Passanante

Sworn to before me this
15th day of September, 2009

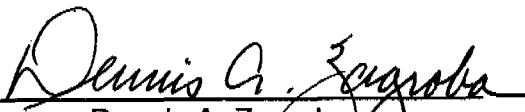

Notary Public

LINDSEY B. ROTH
NOTARY PUBLIC, State of New York
No. 01RO6080149
Qualified in Queens County
Commission Expires Sept. 9, 2010

VERIFICATION

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

DENNIS A. ZAGROBA, being duly sworn, deposes and says: I am the managing partner of Reynolds Richards, Defendant in the foregoing Verified Answer with Counterclaims, and I have read and know the contents of the Verified Answer with Counterclaims. The allegations in the Verified Answer with Counterclaims are true to my own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those allegations, I believe them to be true.



Dennis A. Zagroba

Sworn to before me this
15th day of September, 2009



Notary Public



SARA ZUCKERMAN
Notary Public, State of New York
No. 01ZU6044566
Qualified in New York County
Commission Expires July 10, 2010

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

In the Matter of the Fee Dispute between
WILLIAM A. ROOS, IV, individually, and
WILLIAM A. ROOS, IV and BARBARA R.
HILL, as trustees,

Plaintiffs,

- against -

ANDERSON KILL & OLICK, P.C. and
REYNOLDS RICHARDS,

Defendant.

Index No. 112439/09

CERTIFICATE OF SERVICE

Michael Chung, being duly sworn, deposes and says:

I am over 18 years of age and I am not a party to this lawsuit. I am employed by
Anderson Kill & Olick, P.C. located at 1251 Avenue of the Americas, New York, NY
10020

On the 16th day of September, 2009, I served a **VERIFIED ANSWER TO
PLAINTIFF'S COMPLAINT WITH COUNTERCLAIMS** in the above-captioned action,
upon the following:

R. Edward Townsend, Jr.
Townsend & Valente, LLP
1212 Avenue of the Americas
New York, NY 10036

by causing true copies to be enclosed in a first class post paid envelope addressed at
the address listed above, and causing them to be deposited in an official depository
under the exclusive care and custody of the U.S. Postal Service within the State of New
York.


Michael Chung, Esq.

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

In the Matter of the Fee Dispute between
WILLIAM A. ROOS, IV, individually, and
WILLIAM A. ROOS, IV and BARBARA R.
HILL, as trustees,

Plaintiffs,

- against -

ANDERSON KILL & OLICK, P.C. and
REYNOLDS RICHARDS,

Defendant.

Index No. 112439/09

CERTIFICATE OF SERVICE

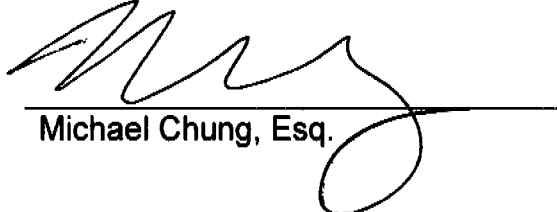
Michael Chung, being duly sworn, deposes and says:

I am over 18 years of age and I am not a party to this lawsuit. I am employed by Anderson Kill & Olick, P.C. located at 1251 Avenue of the Americas, New York, NY 10020

On the 17th day of September, 2009, I served a **VERIFIED ANSWER TO PLAINTIFF'S COMPLAINT WITH COUNTERCLAIMS** in the above-captioned action, upon the following:

R. Edward Townsend, Jr.
Townsend & Valente, LLP
1212 Avenue of the Americas
New York, NY 10036

by causing true copies to be enclosed in a first class post paid envelope addressed at the address listed above, and causing them to be deposited in an official depository under the exclusive care and custody of the U.S. Postal Service within the State of New York.


Michael Chung, Esq.

Attorney(s) for

Dated: _____ 20

To Service of a copy of the within is hereby admitted.

Jeffrey E. Glen, Esq.
Michael S. Chung, Esq.
ANDERSON KILL & OLICK, P.C.
Attorney(s) for Defendants
1251 AVENUE OF THE AMERICAS
NEW YORK, NY 10020
212-278-1000

VERIFIED ANSWER TO COMPLAINT WITH COUNTERCLAIMS

In the Matter of the Fee Dispute between
WILLIAM A. ROOS, IV, individually, and
WILLIAM A. ROOS, IV and BARBARA R.
HILL, as trustees,
Plaintiffs,
- against -
ANDERSON KILL & OLICK, P.C. and
REYNOLDS RICHARDS,
Defendants.

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

Civil Action No. 08-CV-4154 (LDW)

FILED
SEP 17 2008
NEW YORK
COUNTY CLERK'S OFFICE