

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

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TERESA GIUDICE,

Plaintiff,

-against-

JAMES A. KRIDEL, JR., ESQ. d/b/a THE KRIDEL  
LAW GROUP,

Defendant.

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To the above named defendant:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with the summons, to serve a notice of appearance, 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 the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The venue designated by the Plaintiff is based on the Defendant's offices in New York County and Defendant's doing business in New York County. Defendant's offices in New York County are located at: 295 Madison Avenue, Twelfth Floor, New York, New York 10017 and 250 Park Avenue, 7th Floor, New York, New York 10177.

Dated: December 2, 2014  
Yonkers, New York

By: \_\_\_\_\_

  
Carlos J. Cuevas, Esq.  
Attorney for Plaintiff  
1250 Central Park Avenue  
Yonkers, New York 10704  
Tel. No. 914.964.7060

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

-----X

TERESA GIUDICE,

Plaintiff,

Index No.

-against-

**VERIFIED COMPLAINT**

JAMES A. KRIDEL, JR., ESQ. d/b/a THE KRIDEL  
LAW GROUP,

Defendant.

-----X

Plaintiff Teresa Giudice ("Plaintiff") by her attorney, Carlos J. Cuevas, Esq., as and for her Complaint against the Defendant James A. Kridel, Jr., Esq. d/b/a The Kridel Law Group ("Defendant Kridel"), respectfully shows and alleges:

**INTRODUCTION**

1. Plaintiff brings this legal malpractice action against her former bankruptcy counsel.
2. Defendant Kridel, as a professional entrusted with the welfare of Plaintiff, committed egregious professional malpractice throughout the pendency of Plaintiff's bankruptcy case.
3. Plaintiff has suffered significant damages because of Defendant Kridel's negligence.
4. Plaintiff asserts three causes of action against Defendant Kridel: Negligence-Legal Malpractice (First Cause of Action); Breach of Contract (Second Cause of Action); and Breach of Fiduciary Duty (Third Cause of Action).

## PARTIES

5. Plaintiff is an individual residing in the Township of Montville, County of Morris, State of New Jersey.
6. Defendant Kridel is an attorney licensed to practice law in the State of New York with offices located at 295 Madison Avenue, Twelfth Floor, New York, New York 10017 and 250 Park Avenue, 7th Floor, New York, New York 10177.

## GENERAL ALLEGATIONS

7. In October 2009, Plaintiff's husband consulted with Defendant Kridel.
8. After the consultation with Plaintiff's husband, Defendant Kridel was retained to represent both Plaintiff and her husband.
9. Shortly after being retained to represent Plaintiff and her husband, Defendant Kridel filed a joint Chapter 7 bankruptcy case on their behalf: *In re Giudice*, Case No. 09-39032 (MS), United States Bankruptcy Court for the District of New Jersey (the "Bankruptcy Case").
10. Defendant Kridel never met with Plaintiff prior to Defendant Kridel's filing of the Bankruptcy Case.
11. Defendant Kridel never even spoke with Plaintiff prior to Defendant Kridel's filing of the Bankruptcy Case. Defendant Kridel failed to perform a reasonable investigation concerning the Plaintiff's petition, schedules, and statement of financial affairs.
12. There were numerous problems with the bankruptcy petition, schedules, and statement of financial affairs filed by Defendant Kridel, including, but not limited to: (a) the failure to list the Plaintiff's employment; (b) the failure to list the Plaintiff's income from her

employment; (c) the failure to identify any automobiles which were owned or leased at the time of the filing of the Bankruptcy Case; (d) the failure to identify certain business interests; (e) the failure to list income from rental property; and (f) the failure to list certain bank accounts.

13. Defendant Kridel, by signing the subject bankruptcy petition, falsely certified that he had "performed a reasonable investigation into the circumstances that gave rise to the petition." *See* Bankruptcy Code Section 707(b)(4)(C) (emphasis added).
14. Defendant Kridel, by signing the subject bankruptcy petition, falsely certified that he had "no knowledge after an inquiry that the information in the schedules filed with such petition is incorrect." *See* Bankruptcy Code Section 707(b)(4)(D) (emphasis added).
15. After filing the Bankruptcy Case, Defendant Kridel filed amendments to the schedules and statement of financial affairs.
16. Defendant Kridel negligently prepared amendments to the Plaintiff's schedules and statement of financial affairs. There were numerous problems with the amendments filed by Defendant Kridel, including, but not limited to: (a) the failure to identify certain business interests; and (b) the failure to list income from rental property.
17. In December 2009, Plaintiff testified at a meeting of the creditors in the Bankruptcy Case which was held pursuant to 11 U.S.C. § 341(a) (the "341 Meeting"). Defendant Kridel negligently represented the Plaintiff in connection with her Section 341 meeting.
18. In April 2010, Plaintiff testified at an examination held pursuant to Federal Rule of Bankruptcy Procedure 2004 (the "2004 Examination"). Defendant Kridel negligently represented the Plaintiff in connection with her 2004 Examination.

19. In June 2010, the Chapter 7 Trustee filed a complaint objecting to Plaintiff's discharge. In December 2011, a consent judgment was entered in that proceeding in which Plaintiff waived her discharge.
20. In September 2010, the U.S. Trustee also filed a complaint objecting to Plaintiff's discharge. In December 2011, a consent order was entered in that proceeding in which Plaintiff waived her discharge.
21. Defendant Kridel's negligent representation of Plaintiff resulted in two objections to discharge being filed against her and the Plaintiff consenting to the waiver of her discharge.
22. In 2013 a First Superseding Indictment was filed by the United States Attorney for the District of New Jersey, and it charged the Plaintiff with thirty-three crimes, nineteen of which were related to the Bankruptcy Case.
23. Fifteen of the bankruptcy crimes that Plaintiff was charged with committing were alleged to have occurred after the filing of the Bankruptcy Case.
24. Fifteen of the bankruptcy crimes that Plaintiff was charged with committing concerned either amendments to the schedules and statement of financial affairs or testimony given throughout the Bankruptcy Case.
25. In March 2014, Plaintiff entered into a plea agreement under which she plead guilty to four of the counts set forth in the First Superseding Indictment, including three bankruptcy crimes.
26. The Bankruptcy Case remained open until it was closed in September 2014.
27. Defendant Kridel continued to represent Plaintiff in the Bankruptcy Case from its

inception until the case was closed and remained counsel of record throughout that period of time.

28. In October 2014, Plaintiff was sentenced to fifteen months imprisonment; supervised release for two years; an \$8,000.00 fine; restitution of \$414,588.90; and a special assessment of \$400.00.

**FIRST CAUSE OF ACTION**  
(Negligence-Legal Malpractice)

29. Plaintiff repeats and realleges Paragraphs 1 through 28 of this Verified Complaint.
30. Defendant Kridel was negligent in his representation of Plaintiff.
31. Defendant Kridel failed to exercise that degree of reasonable knowledge and skill that lawyers of ordinary ability and skill possess and exercise while he represented Plaintiff.
32. Defendant Kridel failed to exercise reasonable care in representing Plaintiff.
33. Defendant Kridel, during representation of Plaintiff, failed to exercise that degree of care commonly exercised by an ordinary member of the legal profession.
34. The acts and omissions of Defendant Kridel constituted legal malpractice, demonstrate that he was professionally negligent, and establish that he failed to exercise that degree of care, skill, and diligence commonly possessed and exercised by a member of the legal community.
35. The negligent acts and omissions of Defendant Kridel which occurred subsequent to the filing of the Bankruptcy Case include, but are not limited to, the following acts and omissions:
- (a) representing the Plaintiff throughout the Bankruptcy Case when it was apparent that he lacked the ability to competently represent the Plaintiff;

(b) negligently preparing materially inaccurate amendments to the schedules and statement of financial affairs;

(c) negligently advising Plaintiff throughout the Bankruptcy Case;

(d) negligent representation in connection with the Section 341 Meeting; and

(e) negligent representation in connection with the 2004 Examination.

36. Defendant Kridel committed legal malpractice and was professionally negligent in the course of his representation of Plaintiff throughout the Bankruptcy Case.

37. Defendant Kridel's representation of Plaintiff fell below the level of reasonable skill and knowledge commonly possessed by ordinary members of the legal profession.

38. Defendant Kridel's representation of Plaintiff fell below the level of reasonable care commonly exercised by an ordinary member of the legal profession.

39. As a direct and proximate result of Defendant Kridel's negligence, Plaintiff has been damaged by, among other things:

(a) lost income;

(b) legal fees which she was forced to incur;

(c) a forfeiture judgment and fine;

(d) payment of claims that should have been discharged;

(e) lost income from business ventures from which other parties have withdrawn;  
and

(f) reputational damage, public ridicule and derision.

40. Defendant Kridel's negligence proximately caused, and was a substantial factor in causing, Plaintiff's damages.

41. But for Defendant Kridel's negligence, Plaintiff would not have suffered the aforesaid

damages.

42. Plaintiff's damages are ongoing.

43. As a direct and proximate result of Defendant Kridel's negligence, Plaintiff has suffered monetary damages in the amount of at least five million dollars (\$5,000,000.00).

44. By reason of the foregoing, Plaintiff is entitled to a judgment against Defendant Kridel in the amount of at least five million dollars (\$5,000,000.00), plus interest.

**AS AND FOR A SECOND CAUSE OF ACTION**

(Breach of Contract)

45. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1 through 44 of this Verified Complaint.

46. Plaintiff entered into a contractual agreement with Defendant Kridel pursuant to which Defendant Kridel was to be compensated in exchange for providing legal services to Plaintiff.

47. Defendant Kridel failed to perform his obligations under the aforementioned contractual agreement.

48. As a result of Defendant Kridel's breach of contract, Plaintiff has been damaged in the monetary amount of at least five million dollars (\$5,000,000.00).

49. By reason of the foregoing, Plaintiff is entitled to a judgment against Defendant Kridel in the amount of at least five million dollars (\$5,000,000.00), plus interest.

**AS AND FOR A THIRD CAUSE OF ACTION**

(Breach of Fiduciary Duty)

50. Plaintiff repeats and realleges each and every allegation contained in Paragraphs 1 through 49 of this Verified Complaint.



51. Defendant Kridel was Plaintiff's attorney.
52. There was a fiduciary relationship between Plaintiff and Defendant.
53. Defendant Kridel breached his fiduciary relationship with Plaintiff by, among other things: (a) representing her even though he knew or reasonably should have known that he was not competent to represent her; (b) covering up and concealing his legal malpractice throughout the Bankruptcy Case; and (c) failing to properly advise Plaintiff in connection with Plaintiff's testimony during the 341 Meeting and the 2004 Examination.
54. As a result of Defendant Kridel's breach of fiduciary duty, Plaintiff has suffered compensatory damages in the amount of at least five million dollars (\$5,000,00.00).
55. By reason of the foregoing, Plaintiff is entitled to a judgment against Defendant Kridel in the amount of at least (\$5,000,000.00) five million dollars, plus interest.

**WHEREFORE**, Plaintiff demands judgment against the Defendant as follows:

- A) As to the First Cause of Action, a judgment in the amount of at least five million dollars (\$5,000,000.00), plus interest;
- B) As to the Second Cause of Action, a judgment in the amount of at least five million dollars (\$5,000,000.00), plus interest;
- C) As to the Third Cause of Action, a judgment in the amount of at least five million dollars (\$5,000,000.00), plus interest;
- D) Attorneys fees;
- E) Costs; and

F) Such other and further relief as this Court deems just and equitable.

Dated: Yonkers, New York  
December 2, 2014

**CARLOS J. CUEVAS, ESQ.**  
*Attorney for Plaintiff*

By:  \_\_\_\_\_

Carlos J. Cuevas  
Theodore P. Kaplan  
Vincent Volino  
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Yonkers, New York 10704  
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Deadline.com

VERIFICATION

STATE OF NEW YORK        )  
COUNTY OF WESTCHESTER    )

CARLOS J. CUEVAS, being duly sworn, deposes and says the following under the penalties of perjury:

1. I am an attorney duly licensed to practice law in the State of New York.
2. I am the attorney for the Plaintiff herein.
3. I have read and know the contents of the foregoing Complaint. The foregoing Complaint is true to the best of my knowledge, except as to matters alleged upon information and belief, and as to those matters I believe them to be true.
4. The sources of my information and grounds of my belief as to all matters in the foregoing Complaint not stated to be made upon my knowledge are as follows: conversations with the Plaintiff and investigative documents and materials contained in the files of my law firm.
5. This Verification is made by me and not by the Plaintiff because the Plaintiff does not reside in Westchester County, the County in which my office is located.

  
\_\_\_\_\_  
CARLOS J. CUEVAS

SWORN TO BEFORE ME THIS  
2nd DAY OF DECEMBER, 2014

  
\_\_\_\_\_  
NOTARY PUBLIC

**CAROLYN CARUSO**  
Notary Public, State of New York  
No. 4941074  
Qualified in Westchester County  
Commission Expires August 15, 2018