

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

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In the Matter of the application of

██████ PATEL,

PLAINTIFF,

**Index No.**

**COMPLAINT AND  
DEMAND FOR JURY  
TRIAL**

-against-

THE ROSE LAW GROUP PLLC, and Jesse C. Rose Esq.,

DEFENDANTS.

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Plaintiff, ██████ Patel is proceeding pro se, as and for causes of action against Defendants  
The Rose Law Group PLLC, and Jesse C. Rose Esq. Mr. Rose is the sole attorney at the law  
firm. Plaintiff allege the following:

**THE PARTIES**

1. Plaintiff ██████ Patel (hereinafter "Plaintiff or Mr. Patel") had lived in New York, NY at the time he engaged the hourly rate services legal services of Rose Law Group PLLC. Plaintiff currently resides in Springfield, NJ.
2. Defendants Rose Law Group PLLC, and Jesse C. Rose Esq. (hereinafter "Defendants or Mr. Rose") are located in 3272 Steinway St, Suite 503, Astoria, NY 11102 (718) 989-1864. New York an employer within and provided services to the Plaintiff in New York City.

**JURISDICTION AND VENUE**

3. This Court has jurisdiction pursuant to N.Y. C.P.L.R. § 301

4. A substantial part of the alleged malpractice and events giving rise to the claims took place in New York, NY. Venue is proper in this county pursuant to N.Y. C.P.L.R. §§ 503 and 509.

#### **NATURE OF THE PROCEEDING**

5. Mr. Patel retained the hourly rate legal services of The Rose Law Group PLLC, located in Queens, New York on November 10, 2016 with a signed retainer agreement to pursue his employment related claims of discrimination and retaliation against Macy's Inc. when he was employed as a Business Process Manager of Omni Channel at Macy's Inc. in New York City, NY.
6. Mr. Patel, Plaintiff herein, respectfully files this Complaint against Defendants, Rose Law Group PLLC and Jesse C. Rose, Attorney at Law, for failures to adequately represent the Plaintiff according to applicable standards of practice in the legal profession. Plaintiff is seeking damages and other relief, including declaratory relief, due to Defendants' past and acts and omissions constituting professional malpractice, breaches of their fiduciary duties (including but not limited to their duties of loyalty, candor, care), unjust enrichment, misrepresentation and intentional wrongdoing in violation of Judiciary Law § 487, and their negligence arising from their breaches of their duties of ordinary care under the laws of State of New York.
7. Mr. Rose initially filed a complaint on behalf of Mr. Patel in the New York Supreme Court on February 2, 2017 for claims that Respondents: Macy's Inc., (Individual Supervisors) Eric Hughes, Lori Stewart, and Eileen Rizzo discriminated against him on account of his race and national origin and retaliated against him for engaging in protected activity, in

violation of the New York City Human Rights Law, NYC Admin. Code §§ 8-101 et seq. ("NYCHRL").

8. Mr. Rose appealed a decision entered October 10, 2017, which granted Macy's motion to compel arbitration to the Appellate Division, First Department. The First Department's decision entered January 31, 2019 affirmed the decision of the Supreme Court to compel arbitration.
9. The arbitration commenced following Macy's demand for arbitration on March 20, 2019 with the first arbitrator Elaine Blackwood.
10. An arbitration hearing in New York, NY was held on July 20-22, August 2 and August 4, 2021 under the second arbitrator, Jyotin Hamid who was assigned on April 19, 2021 after Miss Blackwood withdrew for personal reasons.
11. This arbitration award rendered by arbitrator Hamid on November 18, 2021, and served on November 29, 2021, denying all Plaintiff's claims.

### **GENERAL ALLEGATIONS**

12. Mr. Rose, misrepresented the size of his firm and level of experience in employment law. According to his retainer agreement, it states he had multiple "attorneys" and a "paralegal". The name "group" is also deceptive considering there are no other legal professionals. He made these statements in writing which were designed to give the impression the he could take on large and complex litigation matters and that the cost associated with rudimentary legal tasks would be lower. However these representations were found to be false.
13. With respect to an appeal filed by Mr. Rose to the Appellate Division, First Department to overturn a Supreme Court's decision to compel arbitration. Ultimately, the appeal was

- denied. Mr. Rose failed to make oral arguments which provide a valuable chance to clarify key issues, address the court's concerns, and respond to judges' questions. Mr. Rose failed to provide this information and option to the Plaintiff and did not act in his client's best interest.
14. Mr. Rose submitted the initial set of document/interrogatory requests to Macy's without consulting Mr. Patel on the documents/information requested. The submission did not contain any of the most pertinent documents that are necessary for a proper adjudication on the matter. It failed to contain: 1) emails to/from supervisors and critical employees 2) formal documents from key HR personnel 3) investigation documents from Mr. Patel internal complaint to Macy's internal dispute resolution group, Solutions InSTORE regarding systemic bias and retaliation 4) annual review performance documentation 5) Racial statistics.
  15. Following Mr. Rose's ostensibly deficient discovery submission, Mr. Patel immediately requested that this initial submission be cancelled and resubmitted with his input to include the appropriate requests for information listed in Line No, 8 that was necessary to present and defend his claims.
  16. Mr. Rose repeatedly and intentionally made false statements to Mr. Patel that he had submitted all the documents that Mr. Patel submitted in response to Macy's interrogatory and document requests. Mr. Patel discovered this revelation after the conclusion of the hearing.
  17. Mr. Rose was negligent in discovery interrogatory/document requests by failing to obtain the personnel files of each of the individual Respondents (Supervisors) that were requested before the close discovery on or around October 2019. Mr. Patel had reiterated to Mr. Rose

numerous times during Discovery that is well documented that these critical files were the most important document request in the entire case as the files contained information regarding employment disciplinary actions, performance evaluations, and history of employment of the supervisors who were the subject of his claims of unlawful conduct. When Mr. Patel scrutinized the error and requested further details Mr. Rose's failure to obtain this information he had stated that this information only contained irrelevant personal information in an egregious attempt to purposely mislead the Plaintiff. Defendants refused to accept responsibility for his actions.

18. Mr. Rose failed to request authorization and approval from the first arbitrator Miss Blackwood for additional discovery that was necessary under the rules and procedures delineated in the arbitration agreement.
19. Other discovery failures by Mr. Rose include: 1) failed to request and obtain evidence from comparators for supporting evidence of discrimination at the hearing. 2) the Plaintiff had also made a specific request to inspect the hard drives of Human Resource employee for the purpose of searching for critical meeting notes that were not produced by Respondents Macy's which were critical to support his claims that he formally reported discrimination and retaliation 3) failed to obtain the NDA – non-disclosure agreements signed by individual Respondents on the matter 4) failed to obtain critical documents to support his spoliation claims.
20. Mr. Rose attempted to request the Personnel files a second time in the Post deposition demands but was denied. Mr. Rose had signed a protective order that prevented him from obtaining these files and failed to answer questions when Mr. Patel discovered this fact. This error had material consequences that affected the Plaintiff's matter as such, Mr. Rose

also failed to provide Mr. Patel with any available options to obtain these critical documents at the time when Respondent Macy's denied their production.

21. On December 9, 2020, after Mr. Patel confronted Mr. Rose via email for his extreme pattern of legal delinquency which include, his repeated intentional misrepresentations, and failure to provide consistent and competent representation. Mr. Rose refused to acknowledge that he made any mistakes on the case and refused to provide any reasonable explanation or take responsibility.
22. Mr. Patel had made a request early in Discovery to have Mr. Rose place the damages calculations on record. Mr. Rose agreed this request after numerous requests and assured him that he completed this request. However, Mr. Patel only found this to be completely false prior to the closing of the hearing on or around October 20, 2021.
23. Plaintiff gave specific instructions at the arbitration hearing for Mr. Rose to ask questions regarding the NDA's signed by individual Macy's individual Respondents being sued, and the disciplinary actions that were taken against these individuals by the company which were not answered at depositions. However, Mr. Rose refused to comply with this request failed to disclose his reasoning, and instead made every effort to conceal his errors on the matter.
24. On March 9, 2021 the first arbitrator Elaine Blackwood had offered Mr. Patel an opportunity to participate in mediation prior making a decision on summary judgment. When Plaintiff was deciding how to proceed in making a decision about this course of action, Mr. Patel relied upon to Mr. Rose to give honest advice and accurate and complete information. Thus, Mr. Patel denied the offer to mediate under false pretenses as he thought the damages calculation were placed on record. The Defendants took advantage of

Plaintiff's confidence. Plaintiff relied on Mr. Rose's false statements and was not able to make a fully informed decision and properly weigh the risks before a formal arbitration hearing.

25. Mr. Patel requested all emails on the case between Mr. Rose and Macy's Counsel, however, he refused to comply with this request. Mr. Rose also refused to comply with Mr. Patel's request to include on all emails between parties.
26. Mr. Patel gave unambiguous instructions to Mr. Rose prior to the arbitration hearing that he wanted damages to be presented. Mr. Patel's damages included extensive multiple years of monetary and emotional damages, which were critical to support his claims and establish credibility from the consequences suffered from his termination. However, Mr. Rose discarded these requests. Mr. Patel made several inquiries to Mr. Rose regarding Plaintiff's damages before the hearing, at the hearing, and prior to the closing of the hearing, but Mr. Rose refused to provide any reasonable explanation for his actions.
27. Mr. Rose failed to request authorization to bifurcate damages in the arbitration from Mr. Patel, Respondent Macy's, or Arbitrator Hamid. Mr. Rose intentionally manipulated the process to prevent Mr. Patel's damages from being formally discussed for a settlement offer to be made and for the purpose of cover up Mr. Rose's errors in the case. Mr. Rose repeatedly and stubbornly told the Plaintiff that Macy's did not have an interest in resolving his claims throughout his representation. Thus, no settlement offer was brought to Mr. Patel other than \$2,500.
28. On or around November 19, 2021, following the arbitrator's release of the award decision, Mr. Rose obtained a stipend amount of \$ 7,500 from Macy's by fraudulently claiming he was requesting the money for the purpose of paying Mr. Patel. He made this statements as

Macy's would not release the payment unless the payment was slated to be paid to Mr. Patel. No payment was ever received by Mr. Patel.

**FIRST CAUSE OF ACTION**  
**PROFESSIONAL NEGLIGENCE**  
**and LEGAL MALPRACTICE**

- 29 All of the allegations and averments of Paragraphs 1 through 28 are hereby incorporated by reference into this count as if fully restated verbatim herein.
30. Defendants owed Plaintiff a legal obligation to conduct themselves in a manner consistent with the minimum requisite standard of care and as part of the bar association. Defendants had ethical duty to report his own malpractice to his client based upon: 1) Rule 1.4 of the Model Rules of Professional Conduct to communicate with the client. 2) A lawyer's duty to avoid conflicts of interest under Rule 1.7 of the Model Rules.
31. Defendants' representation deviated from, fell below, and breached the minimum requisite standard of care to exercise reasonable skill, knowledge, and diligence of a similarly situated lawyer in at least the following respects:
- (a) Defendants withheld information regarding the protected order that prohibited him from obtaining the personnel files the significance of the personnel files and its importance to the arbitration, and then failed to provide Mr. Patel with options and/or seek independent Counsel for obtaining the documents by intentionally hiding his mistake from his client.
  - (b) Defendants withheld information from Plaintiff regarding the presentation of damages at the arbitration hearing despite the Plaintiff's request.



(c) Defendants willfully concealed material information regarding the Plaintiff's submissions in Discovery and its importance for any meaningful discussion of damages during the depositions and prior to making a decision on mediation.

(d) Defendants failed to conduct their Representation of Plaintiff according to the standard of care due from attorneys and law firms;

32. Defendants' violation of the minimum requisite standard of care, described above, constitute professional negligence and legal malpractice. Plaintiff was deprived of the opportunity to retain qualified, committed counsel with the appropriate experience.

Plaintiff suffered substantial damages as a direct and proximate result of the professional negligence and legal malpractice committed by Defendants, in an amount to be proven at trial.

33. Plaintiff is entitled to recover from Defendants for all damages suffered by Plaintiff as a result of the professional negligence and legal malpractice committed by Defendants.

**SECOND CAUSE OF ACTION  
BREACHES OF FIDUCIARY DUTIES**

34. All of the allegations and averments of Paragraphs 1 through 28 are hereby incorporated by reference into this count as if fully restated verbatim herein, as well as Count 1.

Defendants who was at relevant times an attorney owed fiduciary duties of loyalty, confidentiality, candor, and care to Plaintiff by virtue of the attorney-client relationship, and the duties imposed upon him by common law and statute, including the New York Rules of Professional Conduct.

35. As a member of the state Bar of New York, Defendants was subject to stringent ethical obligations and professional standards applicable to all lawyers in New York. Defendants knowingly, willfully, and intentionally violated his fiduciary duty to “deal fairly, honestly and with undivided loyalty.”
36. Defendants was under a duty to disclose any material matters bearing upon the representation and must impart to the client any information which affects the client’s interests. After Mr. Rose’s numerous negligent acts his interests were not aligned with the client’s and failed to act in the best interests of the client and in good faith.
37. Defendants derived a significant benefit, to Plaintiff’s detriment and at Plaintiff’s expense, as a direct result of his breach of fiduciary duty, including, without limitation, realization of substantial monetary gain in the form of compensation. Had the Defendants obtained the critical personal files and Plaintiff had the opportunity to present damages would have been the vehicle for significant financial recovery. Plaintiff was not able to act on full information under all material circumstances. “But for” these departures, Plaintiff would have succeeded in the arbitration, and would not have suffered a negative financial outcome.
38. Defendants remains vicariously liable for breaches of fiduciary duties and Plaintiff suffered substantial damages as a direct and proximate result of the breach of fiduciary duty committed by Defendants, in an amount to be proven at trial.

**THIRD CAUSE OF ACTION**  
**MISREPRESENTATION**

39. All of the allegations and averments of Paragraphs 1 through 28 are hereby incorporated by reference into this count as if fully restated verbatim herein, as well as the First Cause of Action.

40. Defendants misrepresented his competency, experience, skill, knowledge and level of commitment to prosecute and handle Plaintiff's case. Defendants misrepresented his legal staffing on the matter. Plaintiff reasonably and justifiably relied on information provided to him by Mr. Rose, who engaged in pattern and practice of false statements and material omissions, and it was reasonable for Plaintiff to so rely because Defendants had agreed to be, Plaintiff's attorney, advocate, and fiduciary.
41. Defendants knew that his statements were false and that his omissions were material when he made them causing Plaintiff to be under a false impression and subsequently Mr. Rose failed to provide information he knew was required to prevent Mr. Patel from being under the misimpression created by the false statements. Mr. Rose knew that Plaintiff was relying on information provided to Plaintiff and that he was relying on the accuracy and completeness of that information.
42. Defendants, at a minimum, acted in the absence of due care and is vicariously liable for the statements and omissions failing to inform Plaintiff of facts that were likely to make a difference in Plaintiff's decisions and conduct.

**FOURTH CAUSE OF ACTION**  
**UNJUST ENRICHMENT**

43. Plaintiff repeats and realleges the allegations contained within paragraphs 1 through 28 as if set forth at length herein. Defendants callously disregard the fiduciary duties owed to his client, Plaintiff, and in addition, intentionally and blatantly breached the clear and unambiguous request from his client to present damages to the arbitrator and Macy's multiple attorneys, which included In-house Counsel and external Counsel.

44. Defendants purposely withheld critical information to suppress to suppress his blatant errors and draw out the case for his own personal benefit to prevent any attempt on a resolution on Plaintiff's claims.
45. Defendants callously disregarded the fiduciary duties owed to his client, Plaintiff, and, in addition, intentionally and blatantly breached the clear and unambiguous request from his client to present damages to the arbitrator and Macy's multiple attorneys - which included internal and external counsel. Defendants' wrongful actions were intentional, calculated, malicious, and motivated through willful delays of his client's suit with a view to his own monetary gain. As a result of the foregoing, Defendants was unjustly enriched, at Plaintiff's expense, by virtue of his own wrongful, intentional, and egregious actions.
46. Despite Defendants' incompetence throughout the matter he pressure the Plaintiff to pay exorbitant legal bills, and refusing to perform any more legal work until a payment was made.
47. It is against equity and good conscience to permit Defendants to retain such enrichment, due to the egregious and deliberate nature of Defendant's wrongdoing, and his conscious and wanton disregard for Plaintiff's rights as a client suffered extreme emotional anguish and suffering. Plaintiff is entitled to an award of punitive damages under Judiciary Law § 487

**PRAYER FOR RELIEF**

WHEREFORE, Mr. Patel respectfully demands judgment against the Rose Law Group PLLC., for an amount as follows:

- a) On the First Cause of Action, awarding Mr. Patel recover all legally cognizable damages of every kind, however denominated, from Defendants appropriate damages and relief permitted by law, all in an amount to be determined at jury trial;
- b) On the Second Cause of Action, awarding Mr. Patel actual, consequential, damages for breach of the fiduciary duties and seek compensatory damages arising out of the lawyer's underlying malpractice and fee forfeiture (and possibly other equitable remedies) for the lawyer's disloyalty in failing to disclose his own error, as well as such other appropriate damages and relief permitted by law, all in an amount to be determined at trial;
- c) On the Third Cause of Action, awarding Mr. Patel equitable, incidental, actual, and compensatory damages, as well as such other appropriate damages and relief permitted by law and in equity, all in an amount to be determined at a jury trial;
- d) On the Fourth Cause of Action, Plaintiff re-alleges the allegations in preceding paragraphs with the same force and effect as if separately set forth and numbered herein. An amount under Judiciary Law § 487 to be determined at trial.
- e) On each of Mr. Patel's four counts, awarding Mr. Patel pre-judgment interest, post-judgment interest, other fees, and lost wages together with an award of fees incurred in this case including attorneys' fees paid to Defendants
- f) Granting Mr. Patel such other relief as the Court deems just and proper.