

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

-----X
FOLEY HOAG LLP,

Plaintiff,

-against-

JEFFREY LEW LIDDLE,

Defendant,
-----X

Index No.

SUMMONS

To the above-named Defendant:

You are hereby summoned and required to serve upon Plaintiff's attorney an answer to the complaint in this action within twenty (20) days after the service of this summons, exclusive of the day of service, or within thirty (30) days after service is complete if this summons is not personally delivered to you within the State of New York. In case of your failure to answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of the venue designated is Defendant's residence.

Dated: New York, New York
October 30, 2023

/s/ Adam Sackowitz
Adam Sackowitz
Katz Melinger PLLC
370 Lexington Avenue, Suite 1512
New York, New York 10017
T: (212) 460-0047
F: (212) 428-6811
ajsackowitz@katzmelinger.com
Attorneys for Plaintiff

Defendant's Address:

Jeffrey Lew Liddle
420 E. 54th Street, #3702
New York, New York 10022

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

-----X

FOLEY HOAG LLP,

Plaintiff,

Index No.

-against-

**VERIFIED
COMPLAINT**

JEFFREY LEW LIDDLE,

Defendant,

-----X

Plaintiff Foley Hoag LLP, by its attorneys, Katz Melinger PLLC, complaining of the defendant, Jeffrey Lew Liddle, respectfully alleges, upon information and belief, as follows:

The Parties

1. Plaintiff Foley Hoag LLP is a Massachusetts limited liability partnership authorized to do business in the State of New York, with an office located at 1301 Avenue of the Americas, New York, New York 10019.
2. Defendant Jeffrey Lew Liddle is an individual residing, upon information and belief, in the State of New York.

Factual Background

3. Plaintiff is a law firm that represents companies and individuals in a wide range of disputes and transactions, including bankruptcy proceedings.
4. On March 11, 2019, Defendant filed a Voluntary Petition for Bankruptcy under Chapter 11 of the U.S. Bankruptcy Code in an action entitled In re Jeffrey Lew Liddle, Case Number 19-10747, in the United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy”).

5. On July 23, 2019, the Court issued an Order authorizing Defendant to retain Plaintiff as his attorneys in the Bankruptcy.

6. Between July 23, 2019 and June 22, 2020, Plaintiff performed services for Defendant related to the Bankruptcy and received fees paid by Defendant's estate.

7. On June 22, 2020, the Court issued an order converting the Bankruptcy from Chapter 11 to Chapter 7.

8. After the Bankruptcy was converted from Chapter 11 to Chapter 7, Plaintiff continued to provide services to Defendant as the debtor in the Bankruptcy.

9. The Defendant received a discharge in the Bankruptcy by order dated March 22, 2022.

10. Between August 19, 2020 and June 29, 2023, Plaintiff issued thirty-three (33) invoices to Defendant reflecting fees totaling \$946,912.53 for services rendered related to the Bankruptcy following the conversion from Chapter 11 to Chapter 7.

11. Each invoice Plaintiff issued to Defendant stated that payment was due upon receipt.

12. Defendant received and retained each invoice without objection but failed to make any payments to Plaintiff other than an initial payment of \$75,222.00, leaving a balance of \$871,692.53 that remains due and owing.

AS AND FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

13. Plaintiff repeats and realleges all prior allegations set forth above.

14. Plaintiff and Defendant entered into an agreement under which Plaintiff promised to provide services to Defendant related to the Bankruptcy in exchange for compensation.

15. Plaintiff performed its obligations under the parties' agreement and dutifully provided services to Defendant related to the Bankruptcy.

16. Plaintiff issued monthly invoices to Defendant that reflected the services Plaintiff rendered and the fees to which Plaintiff was entitled for providing said services to Defendant.

17. In total, Plaintiff issued thirty-three (33) invoices to Defendant reflecting fees totaling \$946,912.53.

18. Other than a late payment of \$75,222.00 made in December 2022, Defendant failed to pay Plaintiff any fees for services rendered, leaving a balance of \$871,692.53 that remains due and owing.

19. Defendant breached its agreement with Plaintiff by failing to pay Plaintiff the monies due to Plaintiff for services rendered related to the Bankruptcy.

20. As a result of Defendant's breach of its agreement with Plaintiff, Plaintiff has been damaged and is entitled to recover from Defendant all fees owed to Plaintiff for services rendered by Plaintiff to Defendant related to the Bankruptcy.

21. Judgment should be entered in favor of Plaintiff and against Defendant on the First Cause of Action in the amount of \$871,692.53, and for such other legal and equitable relief as is just and proper.

AS AND FOR A SECOND CAUSE OF ACTION
(Account Stated)

22. Plaintiff repeats and realleges all prior allegations set forth above.

23. From on or around August 19, 2020 until on or around June 29, 2023, Plaintiff issued thirty-three (33) invoices to Defendant reflecting fees totaling \$946,912.53 for services rendered.

24. Defendant retained the invoices without objection, thereby conceding their correctness.

25. Other than an initial payment of \$75,222.00, Defendant failed to make any payments to Plaintiff.

26. An account stated exists between Plaintiff and Defendant in the amount of \$871,692.53.

27. Judgment should be entered in favor of Plaintiff and against Defendant on the Second Cause of Action in the amount of \$871,692.53, and for such other legal and equitable relief as is just and proper.

AS AND FOR A THIRD CAUSE OF ACTION

(Quantum Meruit)

28. Plaintiff repeats and realleges all prior allegations set forth above.

29. Plaintiff provided services to Defendant with Defendant's knowledge and approval.

30. Plaintiff has not been paid a fair and reasonable value for said services.

31. Plaintiff is owed payment for the fair and reasonable value of the services it provided to Defendant.

32. It is improper for Defendant to retain the benefit of the services provided by Plaintiff without making payment.

33. Defendant has been unjustly enriched by Plaintiff.

34. Defendant is obligated to pay the fair and reasonable value for the services Plaintiff provided.

35. Judgment should be entered in favor of Plaintiff and against Defendant on the Third Cause of Action in an amount no less than \$871,692.53, and for such other legal and equitable relief as is just and proper.

AS AND FOR A FOURTH CAUSE OF ACTION

(Unjust Enrichment)

36. Plaintiff repeats and realleges all prior allegations set forth above.

37. Plaintiff provided services to Defendant for Defendant's benefit.

38. Defendant accepted and received the benefits of Plaintiff's services.

39. Defendant benefited from Plaintiff's services.

40. Defendant failed to adequately pay Plaintiff for its services.

41. Defendant has been unjustly enriched at Plaintiff's expense.

42. It would be inequitable and unconscionable to permit Defendant to retain the value of Plaintiff's services without making full payment.

43. Equity demands that Defendant be compelled to pay for this benefit.

44. Judgment should be entered in favor of Plaintiff and against Defendant on the Fourth Cause of Action in an amount no less than \$871,692.53, and for such other legal and equitable relief as is just and proper.

WHEREFORE, Plaintiff requests that judgment be entered in favor of Plaintiff and against Defendant as follows:

- a. on the First Cause of Action in the amount of \$871,692.53;
- b. on the Second Cause of Action in the amount of \$871,692.53;
- c. on the Third Cause of Action in an amount no less than \$871,692.53;
- d. on the Fourth Cause of Action in an amount no less than \$871,692.53; and
- e. such other and further relief as is just and proper.

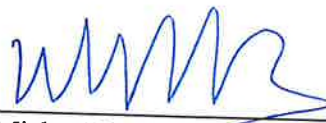
Dated: New York, New York
October 30, 2023

/s/ Adam Sackowitz
Adam Sackowitz
Katz Melinger PLLC
370 Lexington Avenue, Suite 1512
New York, New York 10017
T: (212) 460-0047
F: (212) 428-6811
ajsackowitz@katzmelinger.com
Attorneys for Plaintiff

VERIFICATION

Michael Rosen affirms under penalty of perjury that:

1. I am a Partner of the plaintiff, Foley Hoag LLP, and have read the foregoing Verified Complaint and the same is true of my knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters I believe it to be true.
2. My knowledge of the facts is based on my personal knowledge and my review of the business records of Plaintiff.


Michael Rosen

Sworn to before me this

30 day of October, 2023


Notary Public

