

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

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STEPHANIE TREANOR,

Plaintiff,

-v-

CONSTANTINE "GUS" DIMOPOULOS and
DIMOPOULOS BRUGGEMANN, P.C.,

Defendants.

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Index No.: 159106/2022

**AFFIDAVIT OF
STEPHANIE TREANOR**

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

I, STEPHANIE TREANOR, being duly sworn under penalty of perjury, deposes and states as follows:

1. I am a resident of Westchester County, New York.
2. I am the Plaintiff in the above captioned action, and I am fully familiar with the facts and circumstances set forth herein and respectfully submit this affidavit in further support of my Memorandum of Law in Opposition to Defendants' Constantine "Gus" Dimopoulos ("Mr. Dimopoulos") and Dimopoulos Bruggemann, P.C. ("Dimo Law") (collectively the "Defendants") Motion to Dismiss the Complaint.
3. I commenced the instant litigation to recover damages I incurred as a result of the Mr. Dimopoulos and Dimo Law's conduct in my matrimonial case.
4. The Defendants breached the retainer agreement and various fiduciary duties they owed to me in various ways.

5. First, the Defendants did not zealously represent my interests, and continuously placed their interests above mine and our children's best interests, in the Matrimonial Action. Mr. Dimopoulos also committed malpractice by being negligent in his representation of me. All of which caused me to suffer financial damages for the different misconduct the Defendants committed.

6. I commenced my matrimonial action against my husband, Adam Treanor ("Adam") on or about February 2, 2018 in the Supreme Court of the State of New York, County of Westchester (the "Matrimonial Court"), Index No.: 51515/2018 (the "Matrimonial Action").

7. Adam and I have three children in common, all under the age of ten at the time of commencement of the Matrimonial Action (collectively the "Children").

8. On June 12, 2018, Carol Most ("Ms. Most") was appointed by the Matrimonial Court to be the attorney for the Children (the "AFC").

9. On or about June 26, 2018, Dr. Marc Abrams ("Dr. Abrams") was appointed by the Matrimonial Court to be the independent forensic examiner in the Matrimonial Action. Dr. Abrams is a psychologist who advertises himself as a counselor to attorneys and has previously acted as a court appointed forensic examiner to evaluate child custody and access in matrimonial actions, as well as an expert for influential matrimonial attorneys.

10. Prior to Defendants being retained to represent me in the Matrimonial Action, I was represented by Faith Miller, and Dr. Abrams had issued a report, and numerous court orders had been issued.

11. On September 13, 2018, the Matrimonial Court entered an order that provided an interim access schedule of the Children (the "Interim Access Order") despite my objections.

12. As a result of the Interim Access Order, on September 21, 2018, Defendants and I entered into a retainer agreement pursuant to which Defendants were to represent me in the Matrimonial Action (the “Retainer Agreement”). *See* Exhibit “6”. Upon execution of the Retainer Agreement an attorney-client relationship was formed between Mr. Dimopoulos and me.

13. I retained the Defendants because there were immediate issues that were required to be addressed, such as the Interim Access Order and the multiple other issues that were present at the time the attorney-client relationship was created.

14. On or about October 2018, Dr. Abrams issued a report (the “Abrams Report”) in which he concluded that access to the Children should be slightly higher for Mr. Treanor, without providing any supporting evidence or reasoning.

15. As I explained to the Defendants, I believed there were concerning issues with Dr. Abrams and I did not believe he should be a forensic examiner, let alone be deciding the fate of our children.

16. Furthermore, I had serious concerns with Ms. Most, as I did not believe she was adequately representing the Children, and she was substituting her opinion for theirs. I believed there was a relationship between Ms. Most and Dr. Abrams, as well as Mr. Treanor’s attorney – Mitch Lieberman.

17. On December 20, 2018, the Matrimonial Court issued an order in which I was deemed the monied spouse based on income imputed to me, which was similar support that Mr. Treanor received and the court failed to impute such income to him (the “Pendente Lite Order.”) Thus, I was required to pay support and financially maintain the marital residence while I already had moved out to a house down the street several months before with Mr. Treanor’s consent.

18. The Defendants agreed that the court erred and suggested certain steps I take to correct the error- including an appeal.

19. The Defendants retained experts on my behalf to analyze and prepare reports about Mr. Treanor and my finances.

20. Several of the experts that the Defendants retained on my behalf were duplicative and unnecessary, nor did the Defendants follow through with them (i.e., Mr. Huston at BST was hired to analyze and review Mr. Treanor's finances but never completed the review and did not prepare for the completion of his deposition).

21. The Defendants' retention of duplicative and unnecessary experts was a misuse of my limited resources, which could have been allocated more graciously to better represent the best interests of me and of our children in the Matrimonial Action.

22. Despite charging a significant amount to prepare, the Defendants also failed to schedule and conduct the completion of Mr. Treanor's deposition, which was imperative for revealing critical facts to build an effective case strategy and to obtain a more favorable outcome in the Matrimonial Action.

23. Defendants also provided me with improper advice concerning payments for the Pendente Lite Order, specifically that I should pay amounts due despite not having adequate funds, which then resulted in me being forced to withdraw funds from my retirement account, which caused me to incur significant tax liability that was never addressed properly with the Matrimonial Court.

24. At various times throughout Defendants' representation of me in the Matrimonial Action, Defendants refused to take certain actions and file certain motions to protect my interest – and which I requested. The Defendants' refusals were a result of Defendants' relationships with

Dr. Abrams and Ms. Most, including their involvement in other matrimonial actions that they represented a litigant and the two professionals were also involved in such litigations.

25. Prior to, and during the course of, Defendants' representation of me, Defendants retained Dr. Abrams as their independent expert in at least one other matrimonial case for their client. Notably, at the time of the Matrimonial Action, Defendants other expert fell out of favor with the judges in Westchester County Supreme Court, Matrimonial Part, so, Defendants were heavily dependent on Dr. Abrams as their "go to" *independent* expert to refute the custody reports of court appointed forensic evaluators in those cases.

26. Thus, Mr. Dimopoulos had an indispensable relationship with Dr. Abrams and a strong allegiance to him, which he never disclosed to me either prior to my retention of the Defendants (the execution of the Retainer Agreement) or during the course of Defendants' representation of me.

27. Prior to Defendants being retained, and in connection with the first forensic examination, Dr. Abrams met with me approximately four times and once with the Children.

28. During my meetings with Dr. Abrams, he sexually harassed me – asked me unwanted provocative sexual questions, showed me photos of myself in lingerie (which he obtained from Mr. Treanor) and made inappropriate facial expressions as well as became noticeably aroused, and simply leveraged his power over the custody determination in my case to act repulsive towards me.

29. During my meetings with Dr. Abrams, I told him that his behavior was wholly inappropriate and irrelevant to his role as a forensic examiner, and I refused to let him continue his perverted inquiries and advances without objection. My rejection of Dr. Abrams resulted in him producing a custody determination (in his first report) that was unfavorable towards me. In fact,

Dr. Abrams' report concluded that 'I was not as intelligent as Adam and did not provide for Children's needs as Adam did', all of which was false and include in the report for the sole purpose of retaliation for my rejection of Dr. Abrams' inappropriate conduct..

30. At that time, Judge Lewis Lubell was the judge presiding over the Matrimonial Action.

31. Judge Lubell and Dr. Abrams are very good friends, in fact, Judge Lubell officiated Dr. Abram's wedding ceremony in or about August 2021. See Exhibits "A" and "B" to this affidavit.

32. In or about summer of 2019, Judge Lubell ordered Dr. Abrams to conduct an updated forensic evaluation and submit an updated report for the custody and access of the Children.

33. Upon hearing of Dr. Abrams' reappointment, I informed the Defendants that I would not meet with Dr. Abrams, and I directed them to file a motion for the removal of Dr. Abrams and to replace him as the forensic examiner in the Matrimonial Action based on the allegations Cecilia Thomas made against him, which were similar to those that I too complained of to the Defendants. *See* Exhibit "C" (Cecilia Thomas Statement).

34. I persistently demanded that Defendants petition the court to have Dr. Abrams removed and replaced as the forensic examiner in the Matrimonial Action on multiple occasions, but my requests were rejected.

35. Judge Lubell had a more than friendly relationship with Mr. Dimopoulos and Dr. Abrams, which was never disclosed to me.

36. In fact, I became aware that Mr. Dimopoulos campaigned, donated (including through Dimo Law), and raised significant amounts of money for Judge Lubell's re-election campaign during the 2019 calendar year.

37. Also, unbeknownst to me at or about the time Dr. Abrams was directed to conduct a second forensic evaluation, Dr. Abrams was appointed to conduct a forensic evaluation in the case of *Allan Kassenoff v. Catherine Kassenoff*, Westchester County Supreme Court, Index No. 58217/2019, in which the Defendants represented the Plaintiff, Allan Kassenoff.

38. In fact, not only was Dr. Abrams involved in the Kassenoff matter, but Ms. Most was also appointed to be the attorney for the three Kassenoff children.

39. At no time did the Defendants disclose such relationships with me.

40. Because of their relationship with not only Judge Lubell, Defendants refused to file the motions related to Dr. Abrams and Ms. Most that I demanded of them, because they were concerned about the ramifications to Mr. Kassenoff's case and Judge Lubell's wrath of such motions and disclosure of Dr. Abrams' misconduct to the court.

41. In fact, I am advised that Mr. Kassenoff paid the Defendants over \$2,000,000 since he filed the Kassenoff action, in or about May 2019, in which Mr. Kassenoff immediately sought to obtain sole custody of the Kassenoff children and to have Ms. Kassenoff removed from their marital residence.

42. Defendants' relationship with Judge Lubell was so cozy that on many occasions, Judge Lubell would have ex parte communications with Defendants, giving Defendants an opportunity to advise Judge Lubell of their position and recommendation on how to rule on specific matters.

43. With respect to Ms. Most and Dr. Abrams, I understand that that Judge Lubell had a long relationship with both of them.

44. So, when I demanded Defendants file a motion to have Dr. Abrams removed as the forensic examiner for his misconduct, the Defendants refused because they believed Judge Lubell would frown upon them and Dr. Abrams would render decisions in the Defendants' other clients' cases that were adverse to their positions solely out of retaliation (just like Dr. Abrams did to me because I did not succumb to his conduct).

45. My grounds for the removal of Dr. Abrams, which I stated to Mr. Dimopoulos, was his history of harassment and sexual harassment of women who he was appointed to render custody recommendations in their matrimonial cases as well as his conduct towards to me.

46. I was told by numerous other women of their encounters with Dr. Adams and their experiences of his inappropriate conduct, which I too experienced that made it extremely uncomfortable for me to be in a room alone with him again.

47. Justifiably so, I did not want such a perverted man determining the custody and access of our three daughters.

48. Further, I did not want Dr. Abrams to determine custody for my children because of his relationship with my husband's counsel and close bond with Judge Lubell.

49. To convince Defendants to file the motion to remove Dr. Abrams, I provided them with blog posts where people accused Dr. Abrams of engaging in inappropriate conduct.

50. I also provided Defendants with a letter from one of Dr. Abrams' victims, Cecilia Thomas, that detailed his misconduct towards her during his involvement in her matrimonial action. The letter detailed an instance in which Dr. Abrams inappropriately touched her and asked

her to lay on top of him, while he reminded her that he had the power to determine the outcome of her future and the custody of her daughter. *See* Exhibit “8.”

51. I informed Mr. Dimopoulos that Dr. Abrams had engaged in the same sexual harassment and misconduct in my evaluation with him by asking me unwanted sexual questions and showing me private intimate photos of myself nearly nude while advising me that he controlled the Children’s destiny.

52. I also met with Rocca Vozza (“Mr. Vozza”), a friend of Ms. Thomas, who also experienced Dr. Abrams’ harassment and had firsthand knowledge of what had happened to Ms. Thomas. Both Mr. Vozza and Ms. Thomas agreed to meet with Mr. Dimopoulos and detail their experiences with Dr. Abrams.

53. Despite my persistent demands that Defendants file a motion to remove Dr. Abrams as the forensic examiner, which I supported with evidence, Mr. Dimopoulos refused because he was concerned about his standing with Dr. Abrams, Ms. Most, and Judge Lubell.

54. In fact, Mr. Dimopoulos demanded that I pay Dr. Abrams his demanded fees, attend every meeting that Dr. Abrams requested, and respectfully cooperate with Dr. Abrams every demand.

55. On or about September 26, 2019, I requested a meeting with Defendants and stated that I intended to bring Ms. Thomas and Mr. Vozza to explain the inappropriate conduct of Dr. Abrams in their own words (the “September Removal Request”), to convince Defendants to file a motion to remove Dr. Abrams in the Matrimonial Action.

56. Mr. Dimopoulos responded to the September Removal Request by informing me that he intended to withdraw as my counsel in the Matrimonial Action and telling me that he would

not meet with me or the witnesses, as he feared offending Judge Lubell and Dr. Abrams by bringing to light Dr. Abrams' misconduct and that he would not file the motion to remove Dr. Abrams.

57. Defendants shared close ties and relationships with Dr. Abrams, Ms. Most and Judge Lubell, which made it impossible for Defendants to protect my interests in the Matrimonial Action.

58. Ms. Most, also acted improperly during the Matrimonial Action, which Defendants were not only retained to address but after being confronted with Ms. Most's improper conduct during their representation of me, continued to refuse to address.

59. I stated to Mr. Dimopoulos that it was imperative that Ms. Most be removed as the attorney for the children and be replaced with attorneys for each of the children because, the Children disliked her, and our oldest daughter refused to speak to her after their first meeting. She was also clearly biased in favor of my husband with her substitution of her own judgement for that of the Children's.

60. Adam's attorney, Mitchell Lieberman ("Mr. Lieberman") also had leverage over Ms. Most and significantly influenced her, as he and Ms. Most were both aware of Dr. Abrams' habitual sexual harassment of women whom he was appointed to render custody determinations and Ms. Most's habitual professional misconduct as an attorney for children. Accordingly, Ms. Most was untrustworthy and biased towards Mr. Treanor which was revealed on multiple occasions during the Matrimonial Action (i.e., she consented to meeting with the Children with Mr. Treanor present, she visited the children several times at the marital residence due to our oldest and youngest daughters' continual refusal to speak with her

61. Unbeknownst to me, Mr. Dimopoulos had the same relationships with Dr. Abrams and Ms. Most as did Mr. Lieberman, except that Mr. Dimopoulos was willing to sacrifice me as I

was not able to pay him fees as Mr. Kassenoff was able to pay the Defendants. Additionally, I was unaware that Dr. Abrams was an expert hired by Mr. Dimopoulos for the Defendants' other clients (i.e., Stefanie Davidoff, who I believe paid the Defendants more than \$4,000,000).

62. Notably, the Children did not like Ms. Most. One of my children refused to speak with her after her first meeting with Ms. Most and later our youngest daughter refused to speak to Ms. Most. Despite two of our daughters' refusal to communicate with Ms. Most (who did not disclose this to the court), the Defendants refused to file a motion to remove the attorney appointed to represent our daughters' interests in the Matrimonial Action Again, this was solely for selfish reasons because the Defendants were concerned that Ms. Most would retaliate against them in other matters (i.e. the Kassenoff action).

63. Despite the Children's wishes and desire, Ms. Most continually substituted her judgement for that of the Children with no adequate justification for doing so. In fact, this was not the first time that Ms. Most had impermissibly done so. Ms. Most was removed as the attorney for the children in the Kassenoff action for the same conduct I complained to Defendants of. In that action, Ms. Most improperly substituted decision making for the children and improperly supported the Defendants' client (Mr. Kassenoff), which is why the Defendants refused to take any action against her in my case. In the Kassenoff action, I am advised, that the court has reprimanded and scolded the Defendants on numerous occasions, and removed Ms. Most (in addition to declining to accept her bills that exceeded \$100,000).

64. In another action, a parent filed a grievance complaint against Ms. Most and she was not re-appointed by the court as the attorney for those children even only months after custody was resolved and a subsequent custody issue arose.

65. In the *Kassenoff* action, Dr. Abrams was to issue his initial forensic report on or about October 19, 2019, and Defendants knew that if they made accusations against Dr. Abrams and exposed Ms. Most prior to such time when I demanded such of the Defendants, both professionals would have opined against Mr. Kassenoff, and Defendants would have likely lost him as a client and not received more than \$2,000,000 in legal fees from their representation of Mr. Kassenoff.

66. Upon being retained by me for the Matrimonial Action, the Defendants agreed to regularly communicate and discuss the Matrimonial Action with my father, a prominent attorney in New York County, as such communication was important to me as I heavily relied on my father for among other things, legal advice with respect to my matrimonial action.

67. As my father was my confidant, most trusted advisor, I regularly consulted with my father regarding the legal advice Defendants provided me and my father assisted me in making decisions regarding the substantive decisions I should make, and was entitled to make, in the Matrimonial Action.

68. However, my father challenged the Defendants on their conduct and refusal to address the issues involving Ms. Most and Dr. Abrams. Because my father insisted that Defendants take such actions – actions that I continually demanded Defendants take – the Defendants decided that they no longer wanted to communicate with my father. The cessation of all communications with my father was contrary to Defendants' representations and commitment to me when I retained them.

69. The Defendants demanded, among other things, that (1) I not insist on them filing motions to remove Dr. Abrams and/or Ms. Most; and (2) that my father be excluded from all communications with them.

70. The Defendants filed a motion to withdraw as my counsel on the basis of my insistence that they take action with which he has a fundamental disagreement (the “Motion to Withdraw”). But Mr. Dimopoulos refused to inform the Matrimonial Court as to what the fundamental disagreement was, which was that I demanded Defendants to file to remove Dr. Abrams as forensic examiner and disclose his sexual harassment of women, including myself, and to remove Ms. Most as the attorney for my children in the Matrimonial Action. This was done to again protect Ms. Most and Dr. Abrams, as well as the Defendants and their other clients (who were retained after I retained the Defendants).

71. The Motion to Withdraw was scheduled to be heard on October 16, 2019, despite my expressed unavailability until October 18, 2019.

72. At that time, I informed Defendants that Ms. Thomas intended to appear at the hearing on the Motion to Withdraw to recount her experiences with Dr. Abrams.

73. The hearing on the Motion to Withdraw was adjourned, and Mr. Dimopoulos and I had a meeting where he offered to retract the Motion to Withdraw and continue as my counsel (the “October Meeting”), if I agreed: (1) not to disclose Ms. Thomas’s sexual allegations as to Dr. Abrams to the Matrimonial Court; (2) not to demand Mr. Dimopoulos file a motion with the Matrimonial Court to have Dr. Abrams removed as the forensic examiner in the Matrimonial Action; (3) to schedule an appointment with Dr. Abrams to be interviewed and pay Dr. Abrams his fees; (4) not to demand Mr. Dimopoulos file a motion with the Matrimonial Court to remove Ms. Most as the attorney; (5) not to approach or speak to Ms. Most, Adam or Mr. Lieberman; (6) that Defendants will not be obligated to communicate at all with my father; and (7) that my father would not attend any court proceedings under any circumstances unless he was subpoenaed as a witness (the “Retention Terms”). See Exhibit “7.”

74. I could not accept the Defendants' demands because I could not agree to be silenced about Dr. Abrams' sexual harassment and misconduct, nor could I sit silent and let my daughters be taken from me. *See* Exhibit "10." (Email Dated October 4, 2019).

75. I desperately tried to have my position on the Motion to Withdraw heard by Judge Lubell, but Defendants obstructed my attempts by putting up endless strategic roadblocks and communicating with Judge Lubell to prevent me from having access to the record to document my position.

76. On October 16, 2019, and prior to the appearance in the Matrimonial Court, I once again refused to agree to the Retention Terms.

77. The October 16, 2019 appearance was for an issue raised by Mr. Treanor involving access to the Children (the "October Hearing"), and at that time the Matrimonial Court had not granted the Motion to Withdraw and the Motion to Withdraw was not scheduled to be heard on that day.

78. At the October Hearing, Mr. Lieberman argued that the Matrimonial Court should suspend my access to the Children and the marital residence because I refused to participate in the updated forensic evaluation with Dr. Abrams as per the Court order.

79. Because the Court was unaware of Dr. Abrams' sexual misconduct, Judge Lubell was furious at me for failing to meet with Dr. Abrams, threatened to incarcerate me and humiliated me in open court, in front of a large group of people.

80. The Defendants refused to disclose on the record the reasons for my refusal to cooperate in the forensic evaluation and did not raise the issue of Dr. Abrams' sexual harassment at the October Hearing, and instead, argued to Judge Lubell, on the record, that I was in contempt of court for my failure to meet with Dr. Abrams. I am confident that this was a charade and Judge

Lubell was well aware of the issues, as Mr. Dimopoulos had numerous ex parte conversations with Judge Lubell. There is no possible way that Mr. Dimopoulos did not disclose to Judge Lubell (in private) the issues surrounding Judge Lubell's perverted friend, Dr. Abrams.

81. Next, Mr. Dimopoulos requested that Judge Lubell enter an order on the Motion Withdraw to relieve him of his representation of me because he knew that if the Motion to Withdraw was heard on a date that it was scheduled in advance for, I would bring Ms. Thomas to the appearance to testify as to Dr. Abrams' sexual misconduct.

82. So, to prevent me from divulging Dr. Abrams' sexual misconduct to Judge Lubell on the record, Mr. Dimopoulos strongly insisted that the Motion to Withdraw be granted at the October Hearing, while the parties were present.

83. At the October Hearing, Judge Lubell stated that he would grant the Motion to Withdraw during Mr. Dimopoulos' ex parte off the record conversation with Judge Lubell. Mr. Dimopoulos told me this!

84. Defendants refused to protect me and disclose on the record Dr. Abrams' sexual harassment because of their representation of Mr. Kassenoff, and their close ties and relationships with Ms. Most, Dr. Abrams and Judge Lubell, including in other matters.

85. Unbeknownst to me, at the time the Defendants sought to withdraw from my action, Defendants retained Dr. Abrams to conduct peer reviews of reports in their other clients' cases, including those in which the Defendants appeared before Judge Lubell. The other clients that Defendants represented paid Defendants in excess of \$6,000,000 to ratchet up false allegations against their spouses, with the support of Dr. Abrams and others. Thus, Defendants acted fiercely, against my best interests, to prevent me from divulging Dr. Abrams' sexual misconduct as it would jeopardize their relationship with him.

86. After Defendants' Motion to Withdraw was granted, I, as a pro se litigant, filed a motion to have Dr. Abrams removed as the forensic examiner in the Matrimonial Action.

87. The Matrimonial Court issued a decision and order denying my request to remove Dr. Abrams as forensic examiner despite my disclosure to Judge Lubell about Dr. Abrams misconduct. Mr. Dimopoulos refused to inform the Matrimonial Court of Dr. Abrams' sexual misconduct, and only after Dr. Abrams was appointed to conduct an updated evaluation (at which time Mr. Dimopoulos was my counsel) and after Mr. Dimopoulos moved to withdraw as my counsel was such conduct disclosed (the "Abrams Order").

88. In addition, the Abrams Order precluded me from cross-examining Dr. Abrams on his updated report and warned me that I would get a negative inference if I failed to participate in Dr. Abrams updated forensic examination.

89. It took me retaining another law firm in the spring of 2020 to file an appeal to get this decision and the restrictions of the Abrams Order overturned resulting in substantial additional counsel fees.

90. It should be noted that Dr. Abrams was removed by Judge Lubell as the forensic examiner after the Appellate Divisions, First and Second Departments, removed Dr. Abrams as a forensic examiner on the Panel, which precludes judges from appointing Dr. Abrams as a neutral court appointed forensic examiner.

BREACH OF RETAINER AGREEMENT

91. Mr. Dimopoulos made promises to me in the Retainer Agreement, including: (1) not to terminate his representation of me unless there was a non-payment of fees beyond 30 day or an irretrievable breakdown of the attorney-client relationship; (2) to advocate zealously; (3) to represent my best interests; and (4) to allow me to make substantive decisions.

92. Mr. Dimopoulos breached the Retainer Agreement by filing the motion to withdraw as my counsel without an irretrievable breakdown of the attorney-client relationship. Simply, Mr. Dimopoulos did not want to upset his friend, Judge Lubell by reporting Dr. Abrams' sexual misconduct or jeopardizing his other matrimonial cases, in which Ms. Most and Dr. Abrams had significant power of the outcome. Also, the Defendants did not want to negatively impact their other clients' cases (i.e., Allan Kassenoff and Stefanie Davidoff) by disclosing Dr. Abrams' misconduct and harming his false reputation.

93. The Retention Terms show the absence of an irretrievable breakdown of the attorney-client relationship as Mr. Dimopoulos would have continued as my counsel in the Matrimonial Action so long as the representation did not risk harming his relationships with influential people or his notable clients, like Mr. Kassenoff and Mrs. Davidoff. *See* Exhibit "7."

94. Mr. Dimopoulos further breached the Retainer Agreement by failing to file the motions to remove Ms. Most and Dr. Abrams as doing so was clearly in my best interests and critical to the outcome of the Matrimonial Action. Such failure to act in my best interests caused the accumulation of my legal fees as I needed to remedy the harm caused by Defendants' lack of zealous advocacy.

95. Mr. Dimopoulos further breached the Retainer Agreement by failing to provide me with substantive decision-making abilities in the Matrimonial Action. For instance, deciding whether to remove a forensic examiner that sexually harassed me and an attorney for my children that was biased towards Mr. Treanor and repeatedly improperly substituted her judgment for that of the Children, are both substantive decisions that were mine to make.

96. And importantly, Defendants' breached promises in the Retainer Agreement did not relate to the quality of their work.

97. Defendants' breach of the Retainer Agreement resulted in me incurring damages including but not limited to damages caused by me having to represent myself pro-se, the issuance of numerous orders that were detrimental to me in the Matrimonial Action, and the payment of legal fees and expert fees for which I did not receive any benefit due to Defendants' termination of their representation of me for their own best interest.

BREACH OF FIDUCIARY DUTIES

98. Mr. Dimopoulos breached his fiduciary duties owed to me by failing to avoid conflicts of interests and honor my interests over his own.

99. Mr. Dimopoulos knowingly chose to maintain his image in the eyes of Judge Lubell and relationships with Ms. Most and Dr. Abrams (personal interests) by not filing the removal motions over my interests.

100. Also, Mr. Dimopoulos represented Mr. Kassenoff, a partner at a prestigious law firm, in another matrimonial case, and the Defendants were paid sizable legal fees for their representation of him, which such representation was obtained after I was already an ongoing client of the Defendants. In the Kassenoff action, Ms. Most was the appointed the attorney for the Kassenoff children and Dr. Abrams was the appointed independent forensic examiner approximately a year after I retained Defendants. The Defendants should have withdrawn from Mr. Kassenoff's action upon the appointment of such professionals, or otherwise objected to such appointment.

101. Thus, the Defendants chose to be loyal to Mr. Kassenoff, their cash cow client, and neglect my best interests. Mr. Dimopoulos knew that filing a motion to remove Dr. Abrams and/or Ms. Most, in the Matrimonial Action, would upset them and likely cause them to opine against

Mr. Kassenoff as retaliation (even though such opinion would have been correct as is now coming to light before the court in the Kassenoff action).

102. The Defendants' relationship with Mr. Kassenoff was clearly a conflict of interest, and the conflict of interest was never disclosed to me, nor was the retention of Dr. Abrams to conduct a peer review of Dr. Meg Sussman's report in Stefanie Davidoff's action where Dr. Abrams was also pimped out to be the Defendants' "to go" expert because their other expert was already conflicted out of being involved in the Davidoff action.

103. Mr. Dimopoulos put himself in a position where he needed to advance Mr. Kassenoff and Mrs. Davidoff's conflicting interests, or at the very least, appeared to put himself in such position.

CAUSATION/DAMAGES

104. Defendants breached their fiduciary duty to me by refusing to take any action in the Matrimonial Court with respect to Dr. Abrams and by not addressing my legitimate concerns, resulting in me spending considerable monies with other professionals to correct the harm caused by Defendants failure to represent my best interests and advocate zealously.

105. If Mr. Dimopoulos acted in my best interest, for instance, by filing the motions to remove Ms. Most as the attorney for the children and Dr. Abrams as the forensic examiner in the Matrimonial Action, I would not have incurred almost \$1,000,000 in legal fees or had such an unfavorable outcome in the Matrimonial Action, and most importantly, my daughters would have enjoyed their lives much more and been freed from the harm caused by this ongoing litigation

106. If Mr. Dimopoulos filed the motion to remove Dr. Abrams and/or revealed to Judge Lubell on the record that I, and other women, had been sexually harassed by Dr. Abrams, Judge

Lubell would not have been furious with me for refusing to participate in the forensic examination meetings with Dr. Abrams and would not have held me in contempt of court as I would have had justifiable grounds to not have been in compliance with such orders.

107. Thus, if Mr. Dimopoulos filed the motion to remove Dr. Abrams, Judge Lubell's anger and displeasure for me never would have emerged and caused him to rule harshly against me on multiple occasions during the Matrimonial Action.

108. Importantly, Ms. Most and Dr. Abrams were both eventually exposed for their inappropriate behavior, and thus, if Mr. Dimopoulos filed the motions to remove Ms. Most as the attorney for the children and Dr. Abrams as forensic examiner in the Matrimonial Action, both would have certainly been granted as they were in the Kassenoff action.

109. Along with many other women, I filed a complaint of Dr. Abrams with the Mental Health Professionals Certification Committee because of sexual harassment and inappropriate conduct.

110. Notably, I needed to wait until Mr. Dimopoulos was relieved as my counsel to file a complaint against Dr. Abrams with the Mental Health Professional Certification Committee because Mr. Dimopoulos would not permit me to file the complaint during his representation of me in the Matrimonial Action.

111. On August 24, 2021, I received a response from the Mental Health Professionals Certification Committee (the "Abrams Removal Letter"). *See* Exhibit "9."

112. The Abrams Removal Letter informed me that it investigated Dr. Abrams' conduct as raised in mine and others' complaints, and upon conclusion of the investigation determined that Dr. Abrams was removed as a member of the Appellate Division, First and Second Departments'

Mental Health Professionals Panel, showing that Dr. Abrams was not an adequate professional to be a forensic examiner.

113. In fact, in the Kassenoff matter, Dr. Abrams was prohibited from continuing as the forensic examiner and his reports were disregarded and a new forensic examiner was appointed, albeit it took the disqualification of Judge Lubell to accomplish such result.

114. Clearly, I would not have incurred costs related to filing appeals, filing motions, for the trial, for the Abrams' Report, and other expenses. I would not have endured the custody and access issues that arose nor suffered the significant financial and emotional damages that I did (i.e., financial custody determination and various contempt findings).

115. If Mr. Dimopoulos disclosed the conflict of interest from Mr. Kassenoff's representation, I would not have insisted that the Defendants withdraw as counsel for Mr. Kassenoff, as well as Mrs. Davidoff if I was advised that the Defendants used Dr. Abrams as their expert in her case, so the Defendants would act in my best interests and advocate zealously for me without concern of their cash cow clients.

116. I would have prevailed on custody and access issues in the Matrimonial Action, or it would have, at least, ended more favorably for me had the Defendants disclosed their conflicting interests with Mr. Kassenoff and Mrs. Davidoff and/or filed the motions to remove Ms. Most as the attorney for the Children and Dr. Abrams as the forensic examiner and such misconduct disclosed.

LEGAL MALPRACTICE - NEGLIGENCE

117. Mr. The Defendants also committed legal malpractice by being negligent in their representation, specifically for their failure to perfect the appeal for me of the Pendente Lite Order

and failure to disclose Dr. Abrams' conduct to the court in the Matrimonial Action in a timely manner.

118. Notably, the failure to perfect the appeal of the Pendente Lite Order barred me from having the decision reversed as a matter of law. The Defendants articulated to me that the Pendente Lite Order was wrongfully decided as it distorted the parties' incomes in deeming me the monied spouse by erring in the calculation of child support and imputed income only to me.

119. Mr. Dimopoulos assured me and my father that the appeal would be perfected and he was confident of its merits and success.

120. A reasonable attorney in Mr. Dimopoulos' position would have appealed the Pendente Lite Order. Accordingly, on January 7, 2019, Ms. Dimopoulos filed a notice of appeal.

121. Despite stating that he would perfect the appeal, Mr. Dimopoulos negligently failed to perfect the appeal of the Pendente Lite Order and timely inform me that I needed to retain a new attorney to do so.

122. The day before the appeal was required to be perfected, Mr. Dimopoulos informed me that he would not perfect it because he was not an "appellate lawyer," even though Defendants are the attorneys of record in numerous appeals (i.e. appellate counsel for Mr. Kassenoff and Mrs. Davidoff) and filed an order to show cause for me in the Appellate Division on another matter. Rather than perfect the appeal, Mr. Dimopoulos stated to me that I should pay the amounts required in the Pendente Lite Order subject to reallocation, despite knowing that I could not afford it and would be unable to do so based on my income. In fact, I told this to the Defendants and asked for a motion to be filed for a stay of my child support obligations, and they did not even though they told me that they would do so. Such amount was excessive, and I am not even the monied spouse, but have had to endure such because of the Defendants' failure to appeal the decision.

123. Such negligence obligated me to pay child support that I otherwise would not have had to pay if the imputation of income was corrected. For years, I was required to continue paying the inflated child support because the Defendants did not perfect the appeal, which they were hired to do upon being retained.

124. Such negligence resulted in me being found in contempt of court on multiple occasions for my failure to pay the ordered amounts required by the Pendente Lite Order and needing to spend astronomical attorney's fees defending various motions that were filed because I failed to pay the amounts required by the Pendente Lite Order.

125. If Mr. Dimopoulos perfected the appeal or timely informed me that I needed to retain another attorney to do so, I would not have been found in contempt of court for my failure to pay the required amounts required under the Pendent Lite Order as the errors in the Pendent Lite Order were obvious and it would have been overturned (as Mr. Dimopoulos told me).

126. If Mr. Dimopoulos perfected the appeal or timely informed me that I needed to retain another attorney to do so, Judge Lubell would not have developed severe disdain for me and rendered irrational decisions in favor of Mr. Treanor

127. As a result, I had to pay significant attorney's fees to oppose numerous contempt motions filed by Mr. Treanor arising from Mr. Dimopoulos' negligence in not perfecting the Pendent Lite Order appeal, which I was barred from having the decision reversed as a matter of law, and my inability to pay the ordered amounts required by said order.

128. Additionally, to pay the child support required under the Pendente Lite Order, the Defendants advised me to use funds from my retirement account (rather than take a loan), which resulted in me incurring penalties and a significant tax liability. Such was a result of bad legal advice from the Defendants.

129. Additionally, as previously stated, if the Defendants disclosed my concerns about Dr. Abrams and his improper conduct when I requested such, Judge Lubell would not have scolded me and would have accepted my refusal to appear before Dr. Abrams (as he did in the Kassenoff action when he removed Dr. Abrams as the forensic examiner).

ACCRUAL DATE OF LEGAL MALPRACTICE

130. The legal malpractice claim accrued on November 25, 2019, the date that the decision and order on the Motion to Withdraw was entered by Judge Lubell with the clerk of court (as well as the date that appears on the order).

131. Although Mr. Dimopoulos informed me that he intended to file a motion to withdraw on September 26, 2019, that is not the date of accrual for the claim, and he was still in discussions with me to not do so and even to withdraw such if I agreed to his terms.

132. Importantly, I never acknowledged that the attorney-client relationship was irretrievably broken. In fact, I objected to the Defendants' Motion to Withdraw, and the Defendants and I still discussed issues involving my matrimonial case through the entry of the order in November 2019.

133. At the October Hearing, the Matrimonial Court ruled that the Defendants would be relieved as my counsel noting a significant demise in our relationship (the "Oral Order"), which was merely empty words because only Dr. Abrams and Ms. Most were of concern in our relationship (as explained in this affidavit). Judge Lubell just spoke the "magic" words.

134. The transcript from the Oral Order was not signed and entered with the Clerk of Court, which Mr. Dimopoulos knew was a requirement for any order to be entered and thus he knew it was not effective, and then on October 28, 2019 he submitted a proposed order for the Matrimonial Court's signature and entry with the clerk of the court. *See* Exhibit "5."

135. On November 25, 2019, the Matrimonial Court signed and entered the (proposed) order (the "November Operative Order") at which time the Defendants were relieved as my counsel.

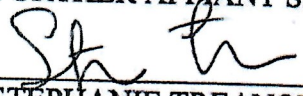
136. During the time between October 16, 2019 and November 25, 2019, the Defendants continued to provide me with legal advice on how to address certain matters and their opinions.

137. And on that same day, Defendants filed a notice of entry upon me to accompany the November Operative Order. See Exhibit "4."


WHEREFORE, for the reasons stated herein and in detailed in the accompanying Memorandum of Law in Opposition to Defendants' Motion to Dismiss the Complaint, it is respectfully requested that this Court deny the Motion to Dismiss in its entirety. In the alternative, if the Court is desirous of considering the motion to dismiss the breach of contract and/or breach of fiduciary claims as duplicate of the legal malpractice claims, respectfully, I request that the Court grant my request for leave of the Court to amend the Complaint.

I, Stephanie Treanor, swear under the penalties of perjury that the above stated facts are true to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT


STEPHANIE TREANOR

SWORN TO AND SUBSCRIBED before me this 18 day of January 2023 by Stephanie Treanor who is personally known to me or who has produced _____ as identification.


NOTARY PUBLIC
My Commission Expires:
State of Commission:
Dated:

DANIELLE SHAYNE SHAPERO
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 02SH6438614
Qualified in New York County
Commission Expires August 15, 2016

EXHIBIT

“A”



EXHIBIT

“B”

