

UNITED STATES DISTRICT COURT SOUTHERN
DISTRICT OF NEW YORK

LUISA CASTAGNA ESPOSITO

Plaintiff,

**AMENDED
COMPLAINT**

-against-

18-CV-11245 (CM)

WILLIE GARY, individually, and as a partner of
WILLIAMS, PARENTI, WATSON, GARY,
CHRISTOPHER CHESTNUT individually,
and as a partner of THE CHESTNUT FIRM, et.al.

Defendants.

JURY TRIAL DEMANDED

PLAINTIFF, LUISA C. ESPOSITO, Pro Se, as and for her Summons and
Complaint against the above-captioned defendants, alleges upon knowledge as to
her own facts and upon information and belief as to all other matters:

INTRODUCTION

1. This is an action for legal malpractice action arising out of the
defendants representation of the Plaintiff in a sexual assault and battery case Luisa
C.Esposito vs. Allen H. Isaac brought in the New York State Supreme Court of
The State of New York, Luisa C. Esposito vs. Allen H. Isaac, et.al Index no's
109466/2006 & TSN 502 2008.
2. Specifically, Plaintiff alleges that all of the above-captioned defendants

wantonly, recklessly, knowingly and purposefully, acting individually and in conspiracy with each other, sought to deprive Plaintiff by means of legal misrepresentation, fraud, harassment, manipulation of laws, rules, and regulations, federal and state violations and for various other reasons.

3. Plaintiff also specifically brings claims against defendants Willie Gary, And Christopher Chestnut for legal malpractice, fraud, negligence, breach of contract, and breach of fiduciary duties, and alleged grand larceny.

JURISDICTION AND VENUE

4. This Court has jurisdiction over this matter under Federal rules of Practice under diversity of jurisdiction, which permits individuals to bring claims which exceed more than \$75,000 and the parties are citizens of different states under 28 U.S.C. §1331, 28 U.S.C. §§1332(3) and Pendent jurisdiction over Plaintiffs state law claims is proper pursuant to 28 U.S.C. §1367.

5. This Court has jurisdiction and complete diversity because Defendants Willie Gary, and Christopher Chestnut are Attorneys Registered with the Florida Bar Association, and the State of Georgia Bar Association they are “state actors” under federal jurisdiction.

6. Venue herein is proper under 28 U.S.C. § 1391(b); the cause of action arose in the Southern District of New York, some of the parties live out of state and or reside in the State of New York, and because the events or omissions

giving rise to Plaintiff's claims occurred in this judicial district.

THE PARTIES

7. At all times relevant in this Complaint, Plaintiff is an individual white Caucasian woman of Italian descent, residing in the State of New York. At all times relevant hereto, was the Plaintiff while being represented by the defendants in the New York State lawsuit Luisa C. Esposito vs. Allen H. Isaac, et.al, bearing the index no's CV-109466/2006 and TSN 502000/2008.
8. At all times relevant to this Complaint, upon information and belief, Defendants Willie Gary, Esq. (hereinafter "Gary") is an individual residing in the State of Florida, and Christopher Chestnut, Esq. (hereinafter "Chestnut") is an individual residing in the State of Georgia.
9. At all times relevant to this Complaint, Defendants Willie Gary, Williams, Parenti, Lewis, and Watson, is a domestic professional service limited liability company, providing legal services to the public, located at Stuart, Florida 10005. Willie Gary submitted a Pro-Hac Vice application to the New York Civil Court of the City of New York in order to represent Plaintiff Esposito in her lawsuit in the State of New York.
10. At all times relevant to this Complaint, Christopher Chestnut , L.L.P, is a domestic professional service limited liability practice, providing legal services to the public, located at Atlanta, Georgia. Mr. Chestnut also submitted a Pro-Hac

vice application to the Court in order to be able to represent Plaintiff Esposito in her lawsuit against Allen Isaac, et.al.

FACTUAL BACKGROUND

11. Luisa Esposito was in an auto accident case in 2002.
12. Allen Isaac, was a senior Partner in the Wall Street law firm Gladstein & Isaac.
13. During two meetings in his office, he sexually molested her by grabbing her breast inside her bra and her buttocks.
14. Following the assaults, Ms. Esposito describes a campaign of sexual harassment by Allen Isaac.
15. Part of the harassment Mr. Isaac telephoned her, asked her to compile a list of sex acts that she could no longer perform as a result of the accident.
16. Allen Isaac demanded details of her personal life.
17. Allen Isaac requested that she send him provocative photos.
18. Allen Isaac demanded that she try on clothing in front of him.
19. Allen Isaac cajoled her to repeatedly perform oral sex on him as partial payment for handling her case.
20. This is not the first time Mr. Isaac has committed sexual misconduct at his workplace.

21. Ms. Esposito frustrated with the lack of response after reporting the criminal actions of Mr. Isaac to various law enforcement agencies, filed state and federal lawsuits against him, his law firm and the State of New York, et al.
22. It became painfully clear that Mr. Isaac was well connected politically and flouted that he was above the law. He has never been arrested.
23. Eight years after her ordeal began, a frustrated, but determined Ms. Esposito, at the suggestion of another lawyer, contacted New York attorney Andrew G. Maloney who in 2013 suggested bringing Willie Gary, whom he had known for twenty-two years, into the fray.
24. In August 2013, Ms. Esposito retained Willie Gary, Christopher Chestnut, Andrew Maloney and the Maloney Law Group attorneys to represent her in her claims against Allen Isaac, individually and Gladstein & Isaac, LLP. Despite Gary and his colleagues bravado and promises, Ms. Esposito was continually lied to and deceived and soon found herself in a nightmarish situation.
25. When Willie Gary realized the "smoking gun" evidence in her case against Allen H. Isaac, he insisted that they make a video and hold a press conference to bring her case to the public's attention.
26. Mr. Gary knew that Allen Isaac was very politically connected to many highly influential legislators and appointed judges.
27. Willie Gary boasted to Ms. Esposito that with the fact that "the GREAT

Willie Gary" was on the case he would guarantee widespread news coverage that would help put pressure on Isaac and his law firm and speed up a settlement.

28. Willie Gary and his entourage produced a compelling video of Ms. Esposito's entire case along with witnesses, which included testimonials from Witnesses.

29. Willie Gary never held a press conference as promised to Ms. Esposito nor did he make the video public as promised to Ms. Esposito.

30. Upon information and belief, Willie Gary was trying to protect defendant Isaac and his law firm.

31. Upon information and belief, Willie Gary concocted and led a Conspiracy involving his minions Christopher Chestnut and Andrew Maloney to Sabotage Esposito's case, get them dismissed and let Isaac and his law firm off the hook.

32. Upon information and belief, Willie Gary was caught stealing a settlement class action case, regarding the Ford Motors case.

33. In 2013, the Defendant Harvey Gladsteins attorney, Traycee ELLEN KLEIN filed a Motion for Summary judgment and on the eve of the due date, Willie Gary and Andrew Maloney weren't even prepared they didn't have case law to support their arguments. Esposito had to provide them with some cases she found in support of their arguments.

34. Willie Gary, Andrew Maloney and Christopher Chestnut all failed to submit crucial evidence in their opposition papers and intentionally left out transcripts that would have potentially helped win her case.

35. Over the summer months and continuing into the Fall of 2015, Ms. Esposito had become flabbergasted as she came to the realization that Gary was trying to completely derail and bury her case. Whether it's not returning her phone calls or answering her emails, or conjuring up all kinds of stories and excuses for a long string of incidents in mishandling her cases, or fabricating meetings which are suddenly and endlessly postponed, or involving her in staged mediation meetings, or refusing to actually demand or prepare for a jury trial, the actions and inactions of Gary seem clearly to make a strong case to charge the Gary team with legal malpractice and outright fraud.

36. On September 21, October 8 and October 14, 2015 there was court dates in New York County Court. Ms. Esposito's legal saga and the apparent corruption surrounding it, became further convinced that she has been defrauded and the fraudulent activity involves her three attorneys.

37. Whenever Luisa Esposito attended a hearing or conference before any Judge hearing her case, there was never a court stenographer present. At a hearing before a judge on October 15th, 2015, involving Mr. Maloney and two attorneys representing defendants, Ms. Esposito requested a stenographer. Maloney, as

usual, handled himself in a manner that screams for his disbarment. Ms. Esposito is determined to get to the bottom of what really happened to her case.

38. Upon information and belief, Ms. Esposito believes Maloney, Chestnut and Gary settled her case without her knowledge or permission.

39. Upon information and belief, all defendants conspired with each other and agreed with each other to act in concert to deny Plaintiff of a fair court hearing and to deny Plaintiff her day in court.

40. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs 1 through 59 as though fully set forth herein.

41. Plaintiff has a Constitutional right to a fair and honest judicial system, free from corruption and bias, with impartial arbiters of the law. Through the conduct set forth above, including but not limited to their conduct in denying Plaintiff access to fair and honest court proceedings, all defendants, collectively and each one of them individually, have engaged in actions and abuses which violate and deny Plaintiff of her Constitutional rights, including her rights to due process and redress.

42. Through the conduct set forth above, including but not limited to their conduct in denying Plaintiff access to fair and honest court proceedings, all defendants, collectively and each one of them individually, have engaged in actions and abuses which violate and deny Plaintiff of her Constitutional Rights.

43. As a result of the Defendants denying Plaintiff's rights, Plaintiff is now and will continue to suffer irreparable injury and monetary damages, as well as damages for mental anguish, and humiliation. Plaintiff is entitled to damages, as well as punitive damages, costs, and possible attorneys' fees for these violations.

COUNT ONE

(Defendants Willie Gary, and Christopher Chestnut)

BREACH OF CONTRACT

44. Plaintiff repeats and reiterates the allegations set forth in paragraphs 1 Through 59 as though fully set forth herein.

45. Plaintiff entered into a legal and binding contract with Defendants law Firms Willie Gary, Christopher Chestnut for legal representation regarding her SEX assault, negligence supervision breach of fiduciary and battery case.

46. By the actions set forth above, defendants Gary, Chestnut an Maloney breached their contract to provide proper legal representation to Plaintiff, and are therefore liable to Plaintiff for damages in an amount to be determined at trial.

COUNT TWO

(Defendants Willie Gary, and Christopher Chestnut)

BREACH OF FIDUCIARY DUTY

47. Plaintiff repeats and reiterates the allegations set forth in paragraphs 1 Through 59 as though fully set forth herein.

48. As a client of defendant law firms Willie Gary, Christopher Chestnut and Andrew Maloney the law firms and its partners owed Plaintiff fiduciary duties of

good faith, loyalty, and care.

49. Defendants Gary, Chestnut and Maloney and their firms breached their fiduciary duties to Plaintiff and are liable to Plaintiff for damages in an amount to be determined at trial.

**COUNT THREE
(Defendants Willie Gary, and Christopher Chestnut)
NEGLIGENCE**

50. Plaintiff repeats and reiterates the allegations set forth in paragraphs 1 Through 59 as though fully set forth herein.

**COUNT FOUR
(Defendants)
Willie Gary, and Christopher Chestnut
LEGAL MALPRACTICE**

- 1. There was a Deviation from the Standard of Care;**
- 2. They owed Plaintiff a Duty as a Client;**
- 3. Negligence and Malpractice was Proximate Causation to Damages;**

51. 1 through 59 as though fully set herein. Plaintiff repeats and re-alleges each and every allegation contained in paragraphs.

52. Plaintiff has a right to fair and honest judicial and legal system, free from corruption and bias, with impartial arbiters of the law. Through the conduct set forth above, including but not limited to their conduct in denying Plaintiff to fair and honest protections of the law, all Defendants collectively and each one of them individually, have engaged in actions and abuses which violate and deny Plaintiff of her Constitutional Rights.

53. As a result of the Defendants denying Plaintiff's rights, Plaintiff is now and will continue to suffer irreparable injury and monetary damages, as well as damages for mental anguish, and humiliation, Plaintiff is entitled to damages as well as punitive damages, costs and attorney's fees for these violations.

"fired for CAUSE for numerous reasons." Those reasons include:

**COUNT FIVE (Defendants)
DISHONESTY and INCOMPETENCE**

54. Falsely informing Plaintiff just before a Mediation Settlement Conference that primary defendant Allen Isaac had been dismissed from her case, when, in fact, "three higher courts ruled that Allen Isaac still remained in the case."

55. Filing a "poorly written opposition on the eve of the due date" to the defendant's Motion for Summary Judgement to dismiss her case in its totality and used case law that Plaintiff Esposito provided because her legal team wasn't prepared.

56. Giving defendants a copy of a confidential video produced by Gary's firm, documenting her case and revealing plaintiff team's strategy, without her consent.

57. Failing to respond to her pleas to file a timely motion to reconsider a judge's ruling to dismiss her case.

**COUNT SIX (Defendants)
ALLEGED GRAND LARCENY CONSPIRACY TO DEFRAUD ESPOSITO**

58. Did the defendants settle Esposito's case without her knowledge and permission.

59. Did the defendants deceive her into believing that Defendant Allen Isaac was no longer a party in the above listed action, Luisa C. Esposito bs. Allen H. Isaac, et. al Index number 502 TSN 2008/109466//2006.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that the Court enter judgment and an Order in favor as follows:

- a. First Cause of Action: as well as compensatory, punitive damages, costs and attorney's fees.
- b. Second Cause of Action: as well as compensatory, punitive damages, costs and attorney's fees.
- c. Third Cause of Action: as well as compensatory, punitive damages, costs and attorney's fees.
- d. Fourth Cause of Action: as well as compensatory, punitive damages, costs and attorney's fees.
- e. Fifth Cause of Action: as well as compensatory, punitive damages, costs and attorney's fees.
- f. Sixth Cause of Action: as well as compensatory, punitive damages, costs and attorneys fees.
- g. Awarding Plaintiff compensatory, punitive damages against all individual defendants;
- h. An Order granting such other legal and equitable relief as the Court deems just and proper.

JURY TRIAL IS DEMANDED

Plaintiff demands a trial by jury on all claims so triable.

DATED: WEST HEMPSTEAD, N.Y. May 1st, 2019

Respectfully submitted,

By: /s/

LUISA C. ESPOSITO PLAINTIFF (PRO-SE)

282 Garden Place

WEST HEMPSTEAD, N.Y.11552 (516) 741-0320 (Fax)

(516) 652-1639 (cell)

WILLIE GARY, ESQ.

221 SE Osceola St.

Stuart, FL. 3499

CHRISTOPHER CHESTNUT, ESQ.

303 Peach tree Street, Suite 4150

Atlanta, GA 30308

DECLARATION UNDER PENALTY OF PERJURY

The undersigned declares under penalty of perjury that she is the Plaintiff in the above action, that she has read the above and that the information contained herein is true and correct, 28 U.S. C Section 1621.

Dated: West Hempstead, N.Y

May 1st, 2019

Respectfully submitted,

/s/ Luisa C. Esposito, pro-se

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LUISA CASTAGNA ESPOSITO

Plaintiff,

Case No. 18 CV 11245 (CM)

—against—

WILLIE GARY, individually, and as a partner
Of Williams, Parenti, Watson, Gary; CHRISTOPHER.
CHESTNUT, individually and as a partner of the
Chestnut firm, et.al.

Defendants.

DECLARATION

In response to Judge Colleen McMahon April 15th, 2019 Order.

I, Luisa Castagna Esposito, declare under the penalty of perjury that the

Following facts are true and correct:

Plaintiff respectfully submits attached hereto the “Amended Complaint”,
And Declaration in support, dated May 1st, 2019, regarding “complete diversity”
and subject matter jurisdiction.

Executed on May 1st, 2019

/s/ Luisa Castagna Esposito

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