

12-Person Jury

FILED  
8/21/2019 11:17 AM  
DOROTHY BROWN  
CIRCUIT CLERK  
COOK COUNTY, IL

THE UNITED STATES OF AMERICA  
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS  
COUNTY DEPARTMENT- LAW DIVISION

JAMES L. POLLACK,

Plaintiff,

v.

GEORGE L. GRUMLEY, and  
GRUMLEY, KAMIN & ROSIC, LLC.

Defendants.

No. 2019L009266

Plaintiff Demands Trial by Jury of 12

**COMPLAINT AT LAW**  
**BREACH OF CONTRACT**  
**(LEGAL MALPRACTICE)**

NOW COMES Your Plaintiff, JAMES L. POLLACK, (hereinafter also referred to as "POLLACK") and as and for his Complaint against GEORGE L. GRUMLEY and GRUMLEY, KAMIN & ROSIC, LLC, (hereinafter also collectively referred to as "GRUMLEY") states the following:

1. That Your Plaintiff, JAMES L. POLLACK, at times relevant to this Complaint resides in Chicago, Cook County, Illinois. The Defendant, while not residing in Cook County, practices law in Cook County and the litigation which took place and is complained of herein, took place in Cook County, Illinois. Venue is therefore claimed proper in Cook County, Illinois pursuant to statute.

2. GEORGE L. GRUMLEY in 2016 and at various times prior and following has been a licensed attorney in the state of Illinois so licensed during all relevant periods. He has held himself out to the public during 2016 and thereafter as being a member of a law firm known as GRUMLEY, KAMIN & ROSIC, LLC.

3. That in 2016, Your Plaintiff, JAMES L. POLLACK, had been involved since 2011 in a very contentious lawsuit known as *Pollack v. Board of Directors of 1110 Lakeshore Drive Apartments Home Owners Association* 2011 CH 23976. The suit arose against individual condominium board members and included the Condo Home Owners Association seeking various forms of relief from all Defendants. Eventually the matter was transferred to the Law Division of the Cook County Circuit Court as the only damages being sought at the conclusion were money damages.

4. As aforesaid, the litigation was extremely contentious, the Defendants were represented by a reasonably large law firm while POLLACK was then represented by a sole practitioner.

5. As the matter proceeded in litigation POLLACK became convinced or formed the opinion that for trial he needed a law firm consisting of more than one attorney to represent him in the matter, and began seeking such a firm, meeting GEORGE L. GRUMLEY and beginning to review matters with him in late spring of 2016.

6. At the time of the original consultation with GRUMLEY and at various times thereafter, GRUMLEY represented to POLLACK that he was a member of a significant multi-attorney law firm known as GRUMLEY, KAMIN & ROSIC, LLC, which had full staff and multiple attorneys available for the handling of POLLACK's very complicated and contentious matter, which by this time was alleging damages well in excess of one million dollars (\$1,000,000.00).

7. In fact, the aforesaid representations by GRUMLEY were false and materially false. GRUMLEY, KAMIN & ROSIC, LLC, was nothing more than a "name" where lawyers maintained their own individual practices. Plaintiff believes and therefore alleges on information and belief, that GRUMLEY is a managing partner of GRUMLEY, KAMIN & ROSIC, LLC, and may well be the only managing partner of the aforesaid firm. Nevertheless, GRUMLEY, at all

times herein, acted on his own behalf and on behalf of GRUMLEY, KAMIN & ROSIC, LLC, during his period of representation of POLLACK based on his representations to POLLACK; therefore Plaintiff maintains that the acts and actions therefore contained herein by GEORGE L. GRUMLEY are also the acts of GRUMLEY, KAMIN & ROSIC, LLC.

8. Further, GRUMLEY had no attorneys working directly for him at the time of being retained by POLLACK as set forth below, nor at any time up to and including the trial. Rather, GRUMLEY falsely represented to POLLACK that a law student who had recently graduated from law school but had not yet passed the bar, whose name was Morgan Slade, was an attorney who would be assisting him and “second-chairing” him during a jury trial of this matter. This introduction and conversation took place approximately ten days before trial. At all times Slade was not an attorney but was merely a law clerk, although GRUMLEY was billing her at a rate of \$225.00 an hour as if she were in fact an attorney. All of GRUMLEY’s allegations regarding the status of Morgan Slade as an attorney were false and materially false. GRUMLEY used the term “associate” to lull POLLACK into a belief that she was a licensed attorney, which POLLACK believed until after the conclusion of the aforesaid jury trial.

9. During the period of time in early summer of 2016, POLLACK because he no longer wished a sole practitioner to represent him, decided to retain GRUMLEY specifically because he was a member of a multi-attorney law firm as represented by GRUMLEY.

10. GRUMLEY prepared and sent to POLLACK a written retainer agreement which deviated from the agreement understanding that GRUMLEY and POLLACK had made orally, which POLLACK refused to sign. In the proceeding known as 2011 CH 23976 the Court has made a judicial determination that there was no written retainer agreement between GRUMLEY and POLLACK.

11. Plaintiff and Defendants GRUMLEY and GRUMLEY, KAMIN & ROSIC, LLC, then entered into an oral retainer agreement whereby Your Plaintiff agreed to pay the sum of \$10,000.00 as an initial retainer, and did in fact pay it during July 2016 at the beginning of the engagement, and agreed to pay GRUMLEY an hourly rate of \$390.00 per hour, for reasonable and necessary work only and agreed to pay an associate attorney \$225.00 per hour as well a paralegal at the rate of \$90.00 per hour.

12. POLLACK understood just before trial that the associate attorney was Morgan Slade who POLLACK believed was in fact a licensed Illinois attorney. Further, POLLACK understood that GRUMLEY utilized his shared receptionist/secretary, Carli Norris, as a paralegal but only billed \$90.00 per hour for “paralegal work” and not general secretary work that would be considered office overhead. POLLACK further agreed to make his files at his previous attorney’s office available to GRUMLEY immediately upon his engagement. In fact, GRUMLEY did not have a secretary, he shared what he described as a secretary, Carli Norris, but in all actuality was a receptionist, with three other lawyers paying her for paralegal work, for general office overhead.

13. GRUMLEY for his part represented to POLLACK that he was a highly experienced trial lawyer, that he had sufficient time to prepare the case for trial, and take any other steps necessary including the handling of experts, and would be ready for a trial which would not occur for approximately another fourteen (14) months. GRUMLEY further, as an implied term, agreed to use and adhere to the standard of care required of all Illinois attorneys in the representation of clients. The “standard of care” is best described as acting in such a fashion as a reasonably well qualified attorney practicing the same type of law, and using the skill, care, and knowledge of such a reasonable attorney in his representation of POLLACK.

14. POLLACK for his part supplied the necessary retainer, gave access to the case files and his client files to GRUMLEY, and arranged the transfer of those files to GRUMLEY's possession and control. He cooperated in all other ways with GRUMLEY and satisfied all conditions precedent to his part of the oral agreement.

15. GRUMLEY began immediately billing for his work on the matter and by the summer of 2017 had employed his law clerk (Slade) and began billing her on the file during 2017 at the rate of \$225.00 per hour, although she was not an attorney. The bills also included billings attributed to his claimed "secretary" which could best be construed as normal office overhead; nevertheless, GRUMLEY billed at a rate of \$90.00 for her.

16. GRUMLEY did little or nothing to prepare for trial other than filing a Second Amended Complaint. By the fall of 2016 he had outstanding discovery requests which were the subject of Motions to Compel, he was not returning opposing counsels' phone calls nor communicating, and generally doing little or nothing to prepare the matter for trial other than a continuous flow of billing.

17. During this period of time POLLACK paid without objection all invoices submitted by GRUMLEY, at no time had GRUMLEY given any credit in any of the aforesaid invoices for the \$10,000.00 retainer initially paid and continued to refuse to acknowledge that retainer payment.

18. By July 27, 2017 GRUMLEY had continued to do little or no work to prepare the matter for trial at a time when the matter was ninety (90) days from trial and being dissatisfied with GRUMLEY's work Plaintiff decided to terminate GRUMLEY's services. POLLACK arranged a meeting to pay GRUMLEY his outstanding invoices as GRUMLEY had refused to release client files without invoices being paid in full. During that meeting GRUMLEY assured POLLACK that everything he was doing was being done properly, that he and he alone could finish preparing the

matter for trial in September of 2017, which no other lawyer could accomplish, that he was a seasoned and competent trial attorney and was fully prepared to try this case having done nothing wrong, and having failed in nothing that he should have done up through that point. GRUMLEY concealed from POLLACK the true extent of what he had done, continued to conceal the fact that he was a sole practitioner, continued to conceal the true status of his claimed "associated attorney" who he was billing at \$225.00 per hour, and that he had done little or nothing to prepare the matter for trial. Nevertheless, Plaintiff believed the pleas of GRUMLEY and believed the false and misleading statements GRUMLEY made at the July 27, 2017 meeting and agreed to pay GRUMLEY all monies due at that time in the amount of approximately \$27,000.00. GRUMLEY, for his part, agreed to cap any further fees through trial at \$65,000.00 another materially false statement by GRUMLEY, as immediately after the trial GRUMLEY billed an additional amount in excess of \$40,000.00 and after being terminated filed an Attorney Lien pursuant to the Attorney Lien Act against the jury verdict which had been received in September of 2017.

19. That at all times prior to trial, POLLACK furnished GRUMLEY with the necessary financial information to demonstrate damages well in excess of \$1,000,000.00 due to the failure of the Home Owners Association to properly maintain the outer structure of the building causing serious and substantial water infiltration over a period of time in excess of five (5) years and the development of various types of mold, including black mold, in POLLACK's residence. Obviously, the costs of total remediation including the removal of walls, ceilings, furniture, flooring, and everything responsible by a condominium unit owner in an extraordinarily large condominium could easily exceed a substantial sum of money together with POLLACK's alternative and incidental damages including living expenses as the condominium was

uninhabitable. Further, ultimately the condominium sold for roughly half than what its fair market value could have been under the best of circumstances during the period of time in question.

20. GRUMLEY failed to develop and properly disclose the necessary expert information and failed to even interview expert witnesses that were properly disclosed prior to trial.

21. In fact, GRUMLEY was totally unprepared for trial which commenced on September 1, 2017, including the analysis of damages. During the late summer of 2017, GRUMLEY contacted Plaintiff telling him to “get down here today and put your damages together” and further telling him that he had less than one day to do it. Plaintiff is informed and therefore alleges on information and belief, that GRUMLEY at no time properly prepared a damage model.

22. As a further demonstration of his inability to try the matter, GRUMLEY began trial with his law clerk (“claimed associate attorney”) who had never participated in a jury trial sitting next to him and attempting to find various documents which GRUMLEY would then borrow from his opponent in front of the jury. GRUMLEY prepared no actual direct questions, nor prepared such witnesses to be questioned, nor prepared any cross-examination questions instead relying on repeating statements from depositions to adverse witnesses, failed to introduce over half of the available damage evidence, instead preparing a grease pencil poster board with various items deleted, missed, or crossed-out to show to a jury in closing argument, justifying damages of approximately \$800,000.00. Further, GRUMLEY failed to recognize that mitigation of damages was an Affirmative Defense which the Defendants were asserting and failed to produce any evidence of the extreme lengths the Plaintiff went to prior to trial to mitigate his damages. GRUMLEY even failed to properly prepare jury instructions instead allowing his law clerk (“claimed associate attorney”) to work on jury instructions with his opponents resulting in all of

the Defendants Instructions being used and various instructions that might have been available to Plaintiff being missed or ignored.

23. The end result of GRUMLEY's actions, besides the obvious overbilling in unreasonable amounts and times, was a jury verdict rendered in favor of JAMES L. POLLACK in the amount approximate of \$350,000.00 grossly less than the amount of damages that GRUMLEY or any competent lawyer could have proven at trial if properly prepared.

24. Even after this jury verdict, and without any authorization from Plaintiff, GRUMLEY began preparing post-trial motions seeking a judgment notwithstanding the verdict or an additur all of which would be prevented by GRUMLEY's decision to enter into a high-low agreement without fully explaining its ramifications to POLLACK, which in any event was a nonevent as the verdict barely exceeded the minimum amount of the high-low agreement.

25. After being terminated by POLLACK following the verdict and being told to take no further actions, GRUMLEY continued to bill and argue for an appeal claiming that the jury verdict was wrong and that there was no question that POLLACK was entitled to much more money, and even after being terminated, filed an attorney lien in an attempt to collect an additional large sum of money. A judicial finding was made that the attorney lien was not valid as his representation had been terminated prior to the filing of it and further, by judicial finding, GRUMLEY was ordered to return the \$10,000.00 retainer or fee deposit which he had received from POLLACK and never credited on any of POLLACK's invoices. Despite the return of the aforesaid sum of money, POLLACK claims in addition to his other damages the return of all fees paid to GEORGE L. GRUMLEY due to the breaches of the contract set forth immediately above.

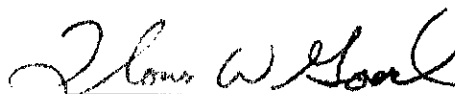
26. That as a direct and proximate result of GEORGE L. GRUMLEY's negligent acts and through him the negligent acts of the law firm POLLACK has been damaged in an amount well in



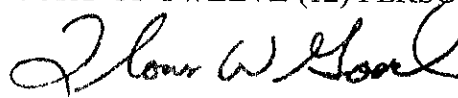
excess of \$1,000,000.00 none of which would have occurred but for GRUMLEY's wrongful acts as had the matter been prepared properly and tried properly with the submission into evidence of all the financial information and required expert testimony by GRUMLEY, POLLACK would have received a substantially greater verdict well in excess of \$1,000,000.00.

WHEREFORE Your Plaintiff, JAMES L. POLLACK prays this Honorable Court enter judgment on such verdict as a jury of twelve shall return together with costs of suit and such other relief as may be just and appropriate under the circumstances.

Respectfully submitted,  
The Gooch Firm, on behalf of  
JAMES L. POLLACK,

  
Thomas W. Gooch, III

PLAINTIFF HEREBY DEMANDS A TRIAL BY JURY OF TWELVE (12) PERSONS.

  
Thomas W. Gooch, III

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