


Subject: Formal Demand for Legal Malpractice Resolution – Urgent Response Required

From: michael gasio (gasio77@yahoo.com)

To: richardrosiak@yahoo.com; boyajianre@aol.com; helderppinheiro@gmail.com; aelkins@gmail.com; yulia.gasio@csulb.edu


Date: Thursday, January 30, 2025 at 07:54 AM PST

Search Labs | AI Overview

If a former lawyer refuses to turn over all documents to you upon request, they could be considered guilty of violating ethical rules related to client property and could potentially face disciplinary action from the state bar association, which could include sanctions like a reprimand or suspension of their license; depending on the jurisdiction and specific circumstances, they might also be liable for legal malpractice if their refusal to provide documents significantly harms your case. 




Key points to consider:

Ethical obligation:

Lawyers have a professional duty to return all client files upon termination of representation, including documents related to the case. 

Legal recourse:

If your former lawyer refuses to provide documents, you can:

- **File a complaint with the state bar association:** This is the primary method to address lawyer misconduct. 
- **Seek a court order:** If necessary, you can petition the court to compel the lawyer to turn over the documents. 
- **File a legal malpractice claim:** If the lawyer's refusal to provide documents caused significant harm to your case, you might be able to sue for legal malpractice. 

Generative AI is experimental. For legal advice, consult a professional.

Here is your **court-ready complaint** against attorney **Richard Rosiak**, formatted for submission to the **Superior Court of California, County of Orange** and for forwarding to **his legal malpractice insurance provider**.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE
MICHAEL ANDREW GASIO, Pro Se
Plaintiff,
vs.
RICHARD ROSIAK, ESQ.
Defendant.
Case No. [Insert Case Number]
Date: [Insert Date]

****FORMAL COMPLAINT FOR LEGAL MALPRACTICE, BREACH OF CONTRACT**

Here is the **court-ready complaint** against attorney **Richard Rosiak, Esq.**, formatted for submission to the **Superior Court of California, County of Orange**, and for forwarding to **his legal malpractice insurance provider**.

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ORANGE
MICHAEL ANDREW GASIO, Pro Se
Plaintiff,
vs.
RICHARD ROSIAK, ESQ.
Defendant.
Case No. [Insert Case Number]
Date: [Insert Date]

FORMAL COMPLAINT FOR LEGAL MALPRACTICE, BREACH OF CONTRACT, AND FAILURE TO PROVIDE AGREED LEGAL SERVICES

I. INTRODUCTION

This complaint arises from attorney **Richard Rosiak, Esq.**'s failure to fulfill his contractual obligations, his abandonment of legal representation at a critical juncture, and his **failure to provide court-ready documents** as promised after being paid in full.

Plaintiff **Michael Andrew Gasio** engaged Defendant **Richard Rosiak, Esq.**, to prepare legal documentation and represent him in a **landlord-tenant fraud case** involving **Dr. Phat Tran**, where the landlord had engaged

in **fraud, perjury, and financial exploitation** to secure an unlawful eviction. Attorney **Rosiak accepted a retainer in June 2024**, promising to provide **court-ready documents** and legal support.

However, after receiving full payment for his services, **Attorney Rosiak failed to perform the contracted work**, failed to attend scheduled hearings, and **abruptly withdrew from representation** without cause, leaving the Plaintiff **unrepresented on the eve of trial** and **without critical court documents necessary for his defense**.

Despite multiple demands for completion of the agreed-upon work, Attorney Rosiak refused to fulfill his obligations, forcing the Plaintiff, who is **72 years old, medically disabled, and under extreme stress**, to prepare his own defense in an **already complex case involving fraud, elder abuse, and financial exploitation**.

This **egregious breach of duty** constitutes **legal malpractice**, a **violation of professional ethics**, and a **breach of contract**, warranting damages, **reimbursement of legal fees**, and referral to the **California State Bar** for further disciplinary action.

II. STATEMENT OF FACTS

1. Engagement & Payment:

- In **June 2024**, Plaintiff **retained Attorney Richard Rosiak** to represent him in an unlawful eviction and fraud case against **Dr. Phat Tran**.
- Plaintiff paid **\$4,000 upfront** for legal services, including the preparation of **court-ready documents** and **representation at trial**.
- Additional hourly fees of **\$520 per hour** were discussed for in-court representation, which Plaintiff agreed to pay.

2. Failure to Provide Services as Contracted:

- Attorney Rosiak failed to provide the **court-ready documents** that he was hired to prepare.
- Plaintiff **requested these documents multiple times**, only to be ignored or dismissed.
- Instead of fulfilling his duty, Attorney Rosiak **abandoned** the Plaintiff, sending a **letter of withdrawal after the close of business on Friday, January 10, 2025**, just **three days before the trial date (Monday, January 13, 2025)**, ensuring that Plaintiff had **no opportunity to secure new counsel or prepare properly**.

3. Misrepresentation & Breach of Duty:

- Attorney Rosiak **misrepresented** that he had lost contact with the Plaintiff, which was false, as Plaintiff had continuously provided updates and requests via email and phone.
- **At no time did Plaintiff request or agree to terminate legal representation.**
- Attorney Rosiak's actions **left the Plaintiff without legal representation in a highly complex case**, despite full payment for legal services.

4. Damages Incurred:

- Plaintiff was **forced to act as his own attorney under extreme stress**, while suffering from **medical conditions, including heart failure, requiring 24/7 monitoring**.
 - Plaintiff incurred **additional expenses** to secure legal knowledge and prepare his own court filings.
 - The absence of **properly prepared legal documents** increased the risk of financial and legal loss.
-

III. LEGAL CLAIMS

1. Legal Malpractice (Breach of Duty of Care)

- Attorney Rosiak **owed a duty of care** to Plaintiff upon accepting representation and payment.
- **By failing to provide court-ready documents and abandoning Plaintiff** just before trial, he breached this duty.

2. Breach of Contract

- The retainer agreement constituted a binding contract.
- **Attorney Rosiak was paid in full but failed to deliver the agreed-upon services** in clear breach of the contract.

3. Breach of Fiduciary Duty

- Attorneys owe a **fiduciary duty** to act in the best interest of their clients.
- **Failing to provide essential legal services and withdrawing without justification is a serious breach.**

4. Negligent Infliction of Emotional Distress

- Attorney Rosiak's negligence **directly contributed to the Plaintiff's mental and emotional distress**, given Plaintiff's **medical conditions** and the complexity of the case.

IV. DAMAGES REQUESTED

Category	Amount
Refund of Legal Fees Paid	\$4,000
Additional Legal Research & Self-Preparation Costs	\$2,500
Emotional & Medical Distress (Based on Legal Precedents)	\$25,000
Punitive Damages for Gross Negligence	\$50,000
Total Damages Sought	\$81,500

V. RELIEF REQUESTED

Plaintiff respectfully **requests the court to grant the following relief:**

1. **Full reimbursement** of legal fees paid to Attorney Rosiak.
 2. **Compensatory damages** for financial losses and stress caused by Attorney Rosiak's failure to act.
 3. **Punitive damages** for gross negligence and breach of duty.
 4. **A referral of Attorney Rosiak to the California State Bar for investigation of legal misconduct.**
-

VI. FINAL DEMAND & NOTICE OF REFERRAL TO THE STATE BAR

As of this filing, **Attorney Rosiak has been formally notified** that he **failed to fulfill his obligations** and **abandoned** his client at a critical moment.

- **This complaint will be forwarded to his legal malpractice insurance provider.**
 - **The California State Bar will be notified of his failure to provide competent representation.**
 - **A legal malpractice lawsuit will proceed unless full compensation is paid within 10 days.**
-

VII. CONCLUSION

Attorney Rosiak's **failure to perform, abandonment of duty, and breach of fiduciary obligations** resulted in severe harm to the Plaintiff.

This legal malpractice complaint seeks to hold Attorney Rosiak fully accountable. The Plaintiff **demands full compensation** for all damages suffered and urges the court to issue appropriate sanctions.

Respectfully submitted,

Michael Andrew Gasio, Pro Se

9432 Pier dr
Hunting Beach CA 92646

ATTACHMENTS TO THIS COMPLAINT:

1. **Copy of Retainer Agreement & Proof of Payment**
 2. **Letter of Withdrawal from Attorney Rosiak (Dated Jan 10, 2025)**
 3. **Evidence of Communications with Attorney Rosiak**
 4. **Medical Records Supporting Emotional Distress Claim**
 5. **Legal Precedents Supporting Damages Claims**
-

NEXT STEPS:

- **This document should be filed with the Superior Court of California, County of Orange.**
 - **A separate copy should be sent to Richard Rosiak's legal malpractice insurance carrier.**
 - **A formal complaint should be filed with the California State Bar.**
-

SUMMARY

- **Attorney Rosiak took \$4,000 but failed to provide legal services.**
 - **He abandoned the Plaintiff just before trial, causing significant harm.**
 - **Plaintiff demands full reimbursement and damages totaling \$81,500.**
 - **A formal complaint will be submitted to the California State Bar.**
-

This **court-ready** document will ensure that Attorney Rosiak is **held accountable** for his negligence and failure to provide competent legal representation.

Let me know if you need any adjustments before filing.

Michael Gasio Pro Se
9432 Pier dr
Hunting Beach CA 92646

