UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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BERNARD B. KERIK

Plaintiff,

Docket No.: 14-cv-02374-JGK

-against-

AMENDED VERIFIED COMPLAINT

JOSEPH TACOPINA

Defendant.

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COMES NOW Plaintiff, Bernard B. Kerik, by and through counsel, Timothy C. Parlatore, Esq. and Complains of the Defendant, Joseph Tacopina Esq. as follows:

INTRODUCTION

1. This is an action against Joseph Tacopina Esq., ("Tacopina"), an attorney, who has engaged in a long term pattern of flagrantly violating his fiduciary duties, as well as his ethical duties, as outlined in the New York Rules of Professional Conduct (22 NYCRR §1200), to Plaintiff's detriment, which constitutes a continuous course of conduct from in and around 2006 to the present. Moreover, Defendant Tacopina has made, and continues to make false and defamatory statements intended to injure his former client, Plaintiff Bernard B. Kerik ("Kerik").

2. The story of this case begins with Defendant Tacopina's representation of Mr. Kerik in Bronx County Supreme Court, where Defendant Tacopina made false and misleading representations regarding a plea agreement – specifically regarding the collateral consequences of that plea, which resulted in substantial and/or irreparable harm to Plaintiff.[1] Defendant Tacopina represented that no harm would result in order to lure Mr. Kerik into accepting a plea

[1] Nothing in this complaint should be misconstrued as a recantation of this or any other plea allocution entered. This is not a collateral attack on the convictions and Mr. Kerik respects the judgments which have been entered against him. However, this does not absolve Defendant Tacopina of his ethical duties to provide competent, honest, and conflict-free representation, or his breach of those duties in his cooperation with Federal prosecutors against his client's interests.

of guilty to what Defendant Tacopina described as "a violation, no different than pissing on the sidewalk," with no repercussions. However, it was in fact the catalyst to federal criminal charges, including tax charges, which Tacopina had specifically advised would not arise from taking the plea in the Bronx case.

3. Defendant Tacopina compounded his harm towards Plaintiff, when he engaged in at least five separate secret meetings with federal prosecutors, where he provided information that was against the interest of his client, Mr. Kerik, while simultaneously concealing the fact that Defendant Tacopina himself was a subject or target of an ongoing federal criminal investigation.

4. On information and belief, during these secret meetings, Mr. Tacopina was represented by counsel and signed proffer agreements, which provided him limited immunity from the use of his statements. Privileged information which was provided to federal prosecutors by Defendant Tacopina, was material and relevant to Mr. Kerik's defense of the criminal charges being prosecuted by the same United States Attorney's Office ("USAO") in the Southern District of New York and federal prosecutors meeting with Defendant Tacopina in secret described in an affidavit attached as an exhibit.

5. Defendant Tacopina did not stop violating his duties to Mr. Kerik there. As a result of his cooperation with the Government, Defendant Tacopina's name was provided on a federal witness list against his own client. In a shocking twist, Defendant Tacopina, with full knowledge that Mr. Kerik's bail conditions prohibited contact with Tacopina, did so anyway with flagrant disregard for the liberty interests of his client, ethical rules and Court Order for the simple reason of greed. Tacopina called to discuss a finder's fee in an unrelated financial

transaction, which he had previously misrepresented to Mr. Kerik in order that Defendant Tacopina would net $1 million dollars more than he represented to Mr. Kerik.

6. Defendant Tacopina's actions subsequent to the conclusion of the criminal matters were designed to conceal his breach and further harm Plaintiff, which constitute a continuous course of conduct. Specifically, Defendant Tacopina has made several false and defamatory statements intended to mislead the public, the Departmental Disciplinary Committee and the Court into falsely believing that he had not cooperated with federal prosecutors against his own client and to damage Plaintiff.

7. Finally, Defendant Tacopina has shown utter disregard for his ethical obligations and the truth in an outrageous attempt to have Mr. Kerik arrested and charged on false claims of perjury, which is designed solely to gain an advantage in this civil matter.

JURISDICTION AND VENUE

8. This Court has diversity jurisdiction over the parties pursuant to 28 U.S.C. §1332. Each Defendant is a citizen of a state different than that of the Plaintiff and the amount in controversy exceeds $75,000.00, exclusive of interest and costs. Plaintiff also invokes the supplemental jurisdiction of this Court with respect to claims based upon the laws of the State of New York, pursuant to 28 U.S.C. § 1367.

9. Venue in this judicial district is designated by Court Order transferring this case from the District of New Jersey to the Southern District of New York.

THE PARTIES

10. Plaintiff Bernard B. Kerik, is an adult male, married with children, residing at 905 Old Mill Road Franklin Lakes, New Jersey 07417. Mr. Kerik is the former New York City Police Commissioner.

11. Joseph Tacopina, Esq., an attorney at law of the State of New York, was the founding attorney of the Joseph Tacopina PC, and its successor in interest, Tacopina Seigel & Turano, P.C with his office located at 275 Madison Avenue, New York, New York 10016.

FACTUAL ALLEGATIONS

Background

12. Mr. Kerik the former New York City Police Commissioner, met Joseph Tacopina in 2002, and maintained a close personal relationship with him for several years.

13. On December 3, 2004, President George W. Bush nominated Bernard B. Kerik as Secretary of the U.S. Department of Homeland Security.

14. On December 10, 2004, Mr. Kerik withdrew his name from consideration for Secretary of the U.S. Department of Homeland Security that created media inquiries.

15. Starting in December 2004, Mr. Tacopina began representing Mr. Kerik by responding to questions from the media soon after Mr. Kerik declined the nomination for the Secretary of the U.S. Department of Homeland Security.

The Bronx Case

16. Upon information and belief, from 2005 through 2006, the Bronx County District Attorney's Office ("BCDAO") and the New York City Department of Investigation ("DOI") were jointly investigating Kerik's activities while he was Commissioner of DOC between January 1998 and August 2001 (hereinafter referred to as the "Bronx case"). The Bronx case investigation centered around renovations and payment for renovations to the Kerik's apartment located in the Bronx, NY.

17. Soon after declining the nomination for the Secretary of the U.S. Department of Homeland Security, Defendant Tacopina informed Mr. Kerik that he was contacted by Walter Arsenault, the First Deputy Commissioner of the DOI about the investigation.

18. Upon information and belief, Defendant Tacopina, then Mr. Kerik's attorney, met with representatives of the DOI, and the BCDAO to discuss some of the allegations they were investigating, relating to apartment renovations paid for by Mr. Kerik for an apartment in the Bronx, owned by Plaintiff and his wife, Hala.

19. At some point during the case, Defendant Tacopina on his own initiative recruited Kenneth Breen, Esq, and requested that Mr. Kerik hire Mr. Breen to assist Tacopina in defending Mr. Kerik during the grand jury phase of the investigation in the Bronx case.

20. On June 20, 2006, Mr. Tacopina ecstatically sent Mr. Kerik an email that read:

> "we got everything we wanted...the 2 unclassifed...the no evid of agreement language...the "believing interstate was clean" ...i got them to agree to u got some renovations paid for by interstate or ITS SUBSIDIERIES!!...(which could mean woods just never billed u!!)...NO GRAND JURY REPORT & NO DOI REPORT...ALL INVEST. By DOI closed!! (asrsenault will have to get a life)....on friday june 30!!"

21. After some discussion, during which Mr. Kerik felt that Defendant Tacopina wanted him to allocute in a manner that Mr. Kerik believed to be dishonest and perjurious, the parties settled on appropriate language for the allocution that would both satisfy the terms of the plea agreement, while allowing Mr. Kerik to maintain his integrity in allocuting honestly.

22. Prior to and after accepting the terms of the plea agreement, Mr. Tacopina came to Mr. Kerik's home in New Jersey, and represented to Mr. Kerik and his wife, that Mr. Kerik's pleading guilty to the charges as drafted and negotiated by Defendant Tacopina would end any and all investigations against him, and that there would be no tax liabilities as a result of his plea (explaining and representing that the law provides that "a gift giver is responsible for any

gift tax), and that Mr. Kerik and his family could move on with their lives. In reliance upon the representations by Defendant Tacopina who Mr. Kerik trusted, Mr. Kerik accepted the plea agreement.

23. On June 30, 2006, on the strenuous advice and false representations of Mr. Tacopina regarding the potential collateral consequences of the negotiated plea agreement with the Bronx District Attorney's Office, Mr. Kerik pled guilty to two ethics violations.

The Federal Criminal Case

24. Upon information and belief, immediately after Mr. Kerik accepted the negotiated plea and pled guilty in state court on June 30, 2006, the DOI's lead investigator, and now Bronx prosecutor, Mr. Arsenualt sent letters to state and federal tax and law enforcement authorities, calling for investigations surrounding Mr. Kerik relating to the Bronx case.

25. In or about July 2006, the U.S. Attorney's Office in the SDNY initiated a federal grand jury investigation involving many of the issues that had been investigated and resolved in the Bronx case.

26. On or about March 12, 2007, the federal prosecutors involved in the grand jury investigation against Mr. Kerik served Mr. Tacopina with a grand jury subpoena, calling for the blanket production of records from his law firm relating to Bernard Kerik.

27. As a result of this conveniently timed subpoena, Defendant Tacopina was allegedly conflicted from representing Mr. Kerik, leaving only Mr. Breen representing Mr. Kerik, who immediately notified Defendant Tacopina to preserve his attorney/client work product protections and attorney-client privileges.

28. On information and belief, soon thereafter, Defendant Tacopina was informed that he himself was under investigation by the U.S. Attorney's Office for financial and tax

crimes. Defendant Tacopina hired a lawyer to defend himself and began to engage in secret meetings with the federal prosecutors who were investigating Mr. Kerik, and provided them with information that they could use against Mr. Kerik in order to avoid prosecution himself.

29. On information and belief, Defendant Tacopina engaged in at least five extensive proffer sessions with federal prosecutors. These meetings went well beyond the authentication of financial records that Tacopina has falsely described them as. Tacopina was represented by counsel at these proffer sessions, signed proffer agreements (a.k.a. "Queen-for-a-Day" agreements), and was required to discuss all issues which would constitute *Giglio*, or impeachment material against him, should he testify at Kerik's trial (i.e. his own fraudulent business records, multiple extra-marital affairs, etc.).

30. Ultimately, Defendant Tacopina's testimony, whether true or not, provided federal prosecutors with the vital element that they needed to be able to proceed against Mr. Kerik, as the prosecution would have been otherwise time-barred by the statute of limitations. Thus, but for Defendant Tacopina's cooperation, Mr. Kerik would not have faced a federal conviction.

31. Between March 2007 and November 2007, while secretly meeting with federal prosecutors, Defendant Tacopina also maintained constant contact with Mr. Kerik, assuring him a victory in his fight for justice and encouraging him to stay strong.

32. On the morning of November 5, 2007, Defendant Tacopina requested for Mr. Kerik to meet with him at 94th Street near 23rd Avenue in Queens, New York. Defendant Tacopina then informed Mr. Kerik that Assistant U.S. Attorneys Elliott Jacobson and Perry Carbone were in the process of destroying his law practice, and that he thought he was going to lose his law license.

33. On November 8, 2007, three days later after Defendant Tacopina informed him of his troubles with the law, Mr. Kerik was indicted by a federal grand jury, on a 16-count indictment.

34. On November 15, 2007, Mr. Breen was provided a witness list by federal prosecutors, in which Joseph Tacopina was listed as a federal witness suggesting at least that Defendant Tacopina had provided some information to the federal prosecutors without Mr. Kerik's knowledge and contrary to his former client's liberty interests.

35. Immediately thereafter, Mr. Breen contacted Defendant Tacopina and advised him that he was on the witness list, and that he was not to have any contact with Mr. Kerik going forward and to protect his interests.

36. On or about December 6, 2007, it was first revealed to Mr. Kerik that Mr. Tacopina had met with federal prosecutors in secret, and divulged Mr. Kerik's privileged conversations with him related to the Bronx case.

37. On December 17, 2007, federal prosecutors revealed that they had interviewed Defendant Tacopina, and that he confirmed statements he had made to the Bronx DA, and discussed his conversations with his client, Mr. Kerik that are privileged communications during the Bronx case.

38. On or about January 23, 2008, Mr. Kerik's lawyers met with Defendant Tacopina and his attorney, regarding Mr. Tacopina's prior representation of Mr. Kerik, and his cooperation with the federal prosecutors**.**

39. Defendant Tacopina's representations to Mr. Kerik are different than his representations alleged by federal prosecutors, which raises serious concerns on many levels. The statements attributed to Mr. Kerik and provided to federal prosecutors by Defendant

Tacopina have credibility issues and red flags all around them as they were orchestrated in secret and without first informing his former client or obtaining his consent and which happened more than once, which suggests this was not an accident.

40. At no time did Defendant Tacopina or his counsel inform Mr. Kerik about his clandestine meetings with prosecutors, or as to the information that the federal prosecutors sought, thus depriving him of the opportunity to bring the matter before the court to have an opportunity to enjoin the release of the actual statements or information Defendant Tacopina provided to federal prosecutors prior to the harm being caused.

41. On information and belief, Defendant Tacopina intended and did produce privileged material belonging exclusively to Mr. Kerik without court order, ruling or consent but contrary to the client's direct instruction by Mr. Breen.

42. These epic failures were not negligent but by design and were calculated to destroy or limit Mr. Kerik's ability to mount a defense of the federal charges against him that finally came on November 8, 2008 on the heels of and based on the plea in the Bronx case.

43. On or about January 23, 2008, Mr. Breen was disqualified as counsel for Mr. Kerik based on statements made by Defendant Tacopina, knowing the statements would be so used by prosecutors against Mr. Kerik's choice of counsel and interfered with Mr. Kerik's ability to mount a defense.

44. As a result of the conduct of the Defendant, Mr. Kerik required new counsel that placed him in a financial crisis from the attorney fees to mount his defense.

45. Defendant Tacopina's conduct towards divulging privileged, false or inaccurate information to federal prosecutors to the detriment of the Plaintiff, knowing that his rights would be and were harmed, and would likely be harmed further, by never informing Mr. Kerik

or his legal counsel in advance of such anticipated disclosures so they may take preventable measures or seek legal remedies at the time, were substantial factors in interfering with Mr. Kerik's choice of counsel and ability to mount a defense that led to the eventual incarceration of Plaintiff in that he failed in his fiduciary duties to Mr. Kerik, thus causing Plaintiff to suffer harm some of which may be irreparable.

The Follieri Deal

46. In or around September 2007, Mr. Tacopina requested the help of Mr. Kerik regarding a substantial business transaction between Mr. Tacopina and his friend and client, Mr. Raffaello Follieri, an Italian businessman.

47. Defendant Tacopina told Mr. Kerik that he was representing Mr. Follieri in a real estate venture that required $100 million in funding, and if Mr. Kerik could assist in obtaining the funding, it would result in a $1.5 million finder's fee, that Defendant Tacopina and Mr. Kerik would split (hereinafter referred to as the "Follieri deal").

48. In reliance on Defendant Tacopina's representations, Mr. Kerik used his resources to find a suitable investor for the Follieri deal.

49. On or about September 15, 2007, Mr. Kerik introduced Defendant Tacopina and Mr. Follieri to a representative of a Connecticut based hedge fund, Plainfield Assets, as a possible investor for the Follieri real estate deal.

50. Between September 15, 2007 and mid-October 2007, Plainfield Assets agreed to fund the real estate project for Mr. Follieri.

51. At the November 5, 2007 meeting where Defendant Tacopina informed Mr. Kerik of his troubles with the law (discussed more fully in paragraph 32 *supra*), Defendant Tacopina asked Mr. Kerik for his assistance again in obtaining funding for the acquisition of an

Italian Soccer Team. During this conversation, Defendant Tacopina confirmed the finder's fee in the Follieri deal was $1.5 million, which the two of them would split.

52. On or about November 30, 2007, Mr. Kerik learned from a representative of Plainfield Assets that the original finder's fee agreement in the Follieri deal was actually for $2.5 million and not $1.5 million as represented by Mr. Tacopina to him.

53. On December 2, 2007, after Mr. Kerik expressed his concern to a mutual friend of Defendant Tacopina's misrepresentation about the $1 million discrepancy in the finder's fee, Mr. Tacopina sent Mr. Paul D'Emilia, an employee of Mr. Kerik, the following email:

> Paul.....just so you know the increase I got from follieri from 1.5 mm to 2.5mm occurred after I was told I couldn't speak to BK right now!!.....otherwise of course I would have told him myself....and let bk know I am making follieri execute a personal guarantee.....and that I am splitting everything with him even addt'l $ I worked into the deal.

54. Sometime later, Mr. Kerik discovered that the original agreement with Mr. Follieri and Defendant Tacopina regarding the finder's fee, was indeed $2.5 million, and was signed on October 5, 2007.

55. On or about December 9, 2007, despite instructions to stay away from Mr. Kerik and with full knowledge that any contact could result in a revocation of Mr. Kerik's bail, Mr. Tacopina flagrantly disregarded Mr. Kerik's liberty interests, as well as his fiduciary duty to Mr. Kerik by calling Mr. Kerik at his home in New Jersey.

56. During this telephone conversation with Mr. Kerik on December 9, 2007, which lasted approximately 10 minutes, Mr. Tacopina made several statements, including:

a. He acknowledged that he was on the witness list and that he and Kerik shouldn't be talking – "Ken called and said you can't call me, because uh, you know, I'm on this fucking witness list."

b. He knew Mr. Kerik was not getting a fee from Plainfield Assets – "I also told him you weren't getting any fee from uh…from Plainfield."

c. That he told Mr. Follieri that half of the finder's fee was for Mr. Kerik – "he goes 'no, my agreement is with you, I don't owe him anything.' I go that, you're actually wrong, I go you knew he was in the picture and that's why you increased the fee and I got an email saying that. Raffaello, so you can't, you can't take that tact. And I said, and I said, you know, honestly? I know Bernie for a long time, he is one of my closest friends, don't think for one second I'm not gonna go after that money to protect his fee, 'cause I brought him into the thing."

d. That he told Mr. Kerik that Follieri cannot be trusted – "Because this guy is, you know, Bernie, he's everything that you know, we're not. He's a sneaky, you can't trust him as far as you can throw him sort of guy. And no question about that."

e. That he told Mr. Kerik that he would employ all necessary methods, including the knowledge he had gained about Follieri's finances, to recover the fee – "I just want you to know that no matter what I'm gonna get this money, 'cause I know where his money is and I know what liens to put on things, and I'm gonna do that."

Obviously, Defendant Tacopina has no problem creating conflicts even between his clients to avoid being caught in between the weight of his own misrepresentations.[2]

[2] A transcript of this entire conversation, which was consensually recorded by Mr. Kerik is annexed hereto at Exhibit "A." A CD with the audio is also being provided to the Court and to Counsel for the Defendant.

57. To this day, Defendant Tacopina continues to deny and conceal his motives and representation of the Follieri deal and has done so publicly.

58. On December 28, 2013, in response to a New York Daily News article, Defendant Tacopina concealed his misrepresentations by denying on the record, that he had an understanding "either verbally or in writing, for Mr. Kerik to be part of any transaction, finder's fee or otherwise, with Follieri," and claimed that Kerik had a separate finder's fee deal with Plainfield. These statements are belied by Defendant Tacopina's own words on the recording

Attempt to Present False Criminal Charges Against Plaintiff

59. In the most stunning and outrageous turns of events, rather than attempting to defend this lawsuit on its merits, Defendant Tacopina, through his counsel, Judd Burstein ("Burstein"), has run back to the same federal prosecutors he cooperated with originally to ask them to arrest and charge Mr. Kerik on some phony perjury charges.

60. In his letter to Assistant US Attorneys Elliot Jacobson and Perry Carbone, Tacopina, through Burstein, misrepresents the original Verified Complaint in this action in an attempt to falsely mislead them into believing that that Mr. Kerik is now claiming innocence and that he therefore either perjured himself in his prior plea allocutions or is perjuring himself now. The letter asks prosecutors to pursue perjury charges against Mr. Kerik. However, the logic of this letter fails because Mr. Kerik did not claim innocence in his original verified complaint, but rather that Tacopina violated his duties – a fact that is believed to be true.

61. Moreover, this cheap litigation strategy appears to have been made in direct and flagrant violation of Rule 3.4(e) of the Rules of Professional Conduct, which provides that an attorney shall not "present, participate in presenting, or threaten to present criminal charges solely to obtain an advantage in a civil matter." As evidence of this purpose, the letter plainly

states "I know that lawyers in civil litigation often try to convince prosecutors to pursue criminal cases against an opposing party, and the purpose of this letter is to do just that."[3]

62. Defendant Tacopina compounded his misconduct by providing a copy of this letter to a reporter from the New York Post several days before providing a copy to Plaintiff, in an effort to further defame Plaintiff.

FIRST COUNT
(Breach of Fiduciary Duty)

63. Plaintiff repeats and reiterates each of the allegations contained in the preceding paragraphs.

64. As Plaintiff's attorney, Defendant had a fiduciary duty to Plaintiff. This duty survives the termination of the representation.

65. Defendant has engaged in a continuing course of conduct from 2006 to the present of violating his fiduciary duties to the Plaintiff. The following acts constitute the pattern of this breach:

a. Carelessly, recklessly, or intentionally failing to comply with accepted legal standards of practice in his false representations to Plaintiff in order to induce him to accept the negotiated plea agreement in the Bronx Case;

b. Acting in direct conflict with his Plaintiff's interests in engaging in several secret meetings with federal prosecutors and providing them information regarding Plaintiff to assist in their prosecution of the Plaintiff;

c. Failing to disclose to Plaintiff his actions with federal prosecutors, at a time when Plaintiff still believed that Defendant was acting as his attorney;

d. Publically defaming Plaintiff by lying regarding his cooperation with federal

[3] A copy of the letter is annexed hereto at Exhibit "B."

prosecutors in an attempt to falsely malign Plaintiff's credibility;

e. After the witness list was disclosed, intentionally and flagrantly jeopardizing Plaintiff's liberty and bail conditions by contacting Plaintiff;

f. Concealing from Plaintiff the true terms of a business deal in order to avoid equitably sharing in the profits of that agreement;

g. Lying to Plaintiff regarding that same agreement;

h. Publically defaming Plaintiff by lying regarding the same agreement and denying the fact that he called Plaintiff after the disclosure of the witness list to several media outlets from December 2013 to present, in an attempt to falsely malign Plaintiff's credibility;

i. Presenting, participate in presenting, or threatening to present criminal charges solely to obtain an advantage in a civil matter, through his letter to federal prosecutors in May 2014, demanding that Plaintiff be charged with perjury, or a violation of the terms of his supervised release.

66. This continuous course of conduct by Defendant constituted a breach of the fiduciary duty owed to Plaintiff, was careless and reckless and failed to comply with accepted standards of legal practice and further constituted a breach of fiduciary duty to Plaintiff, and a violation of the Rules of Professional Conduct.

67. As a direct and proximate result of the aforesaid, Plaintiff has suffered immense damages, in an amount to be determined after trial.

68. **WHEREFORE,** Plaintiff demands judgment against Defendant for:

a. Compensatory damages;

b. Punitive damages;

c. Interest;

d. Costs of suit;

e. Attorneys' fees and reasonable expenses;

f. Disgorgement and return of attorney's fees paid.

SECOND COUNT
(Defamation)

69. Plaintiff repeats and reiterates each of the allegations in the preceding paragraphs as they pertain to this cause of action as though more fully set forth at length herein.

70. Tacopina's statements, together with statements made on his behalf by his attorney, Burstein, to the media regarding Plaintiff's character and truthfulness regarding matters relevant to this complaint were false. These were extrajudicial statements, which carry no protection of immunity. Specifically, Defendant Tacopina and his representative have made the following defamatory statements, among others:

a. On May 19, 2014, in the New York Post article, Tacopina and his representatives wrongfully accused Mr. Kerik of committing perjury, a crime, and stated their hopes that he would be criminally charged.

b. On May 12, 2014, in the New York Post, Tacopina and his representative falsely denied that Tacopina had cooperated with the Government against his former client and falsely stated that the notes from his multiple proffer sessions "would've shown even more evidence of Mr. Kerik's allergy to the truth."

c. On December 29, 2013 in the New York Post, Tacopina accused Mr. Kerik of lying when Tacopina falsely denied that he knew that he was on

the witness list when he called Mr. Kerik, and furthermore falsely claimed that he had spoken with prosecutors "with Kerik's blessing."

d. On December 28, 2013, in the New York Daily News, Tacopina and his representative falsely accused Mr. Kerik of spreading "lies and innuendo," falsely stating that "he met with prosecutors who worked the Kerik case 'once or twice for less than two hours' primarily to authenticate financial records they had subpoenaed pertaining to a fee-sharing probe involving another attorney."

e. On September 24, 2008, in the New York Post, Tacopina accused Mr. Kerik of lying when he falsely stated "Let me be clear: There was no client-lawyer-protected communications discussed."

71. Several of these statements impugn Mr. Kerik's professional character or state or imply that Mr. Kerik committed a crime of moral turpitude and are therefore defamation *per se.*

72. To the extent that additional statements do not constitute defamation *per* se, Plaintiff has suffered damages as a result of these defamatory statements.

73. WHEREFORE, Plaintiff seeks damages on this Count of the Complaint against Defendants, Individually, jointly and severally for :

a. Compensatory damages;

b. Punitive damages;

c. Interest;

d. Costs of suit; and for such other legal and equitable relief to which under the foregoing facts and circumstances he may be entitled to receive.

WHEREFORE, Plaintiff demands that a judgment be entered against Defendant TACOPINA for damages, attorneys' fees, pre-judgment interest and all other relief deemed just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury as to all issues.

Dated May 27, 2014
New York, New York

Respectfully submitted,

/s/ Timothy C. Parlatore

Timothy C. Parlatore, Esq.
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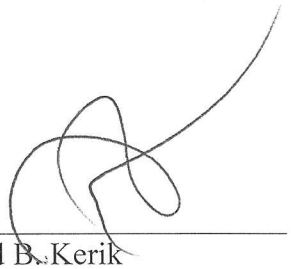
VERIFICATION

By signing below, I swear under penalty of perjury that the foregoing statements contained in this Amended Verified Complaint are true and correct based upon my personal knowledge

Dated: May 27, 2014
New York, New York



Bernard B. Kerik