

plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

**Philadelphia Bar Association
Lawyer Referral
and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

**Asociacion De Licenciados
De Filadelfia
Servicio De Referencia E
Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333
TTY (215) 451-6197**

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
COMMERCE PROGRAM**

KLINE & SPECTER, P.C.,	:	DECEMBER Term 2022
1525 Locust Street	:	
Philadelphia, PA 19102,	:	No.
	:	
<i>Plaintiff,</i>	:	
	:	
v.	:	
	:	
THOMAS E. BOSWORTH,	:	
1511 Latona Street	:	
Philadelphia, PA 19146,	:	
	:	
-And-	:	
	:	
BOSWORTH LAW,	:	
One Liberty Place	:	
1650 Market Street – Suite 5600	:	
Philadelphia, PA 19103,	:	
	:	
<i>Defendants.</i>	:	

**COMPLAINT
(Breach of Contract)
(Intentional Interference with Present and Prospective Economic Advantages)
(Breach of Fiduciary Duties)
(Fraud)
(Unjust Enrichment/Restitution)
(Conversion)
(Declaratory Relief)
(An Accounting/Audit)**

INTRODUCTION

1. Effective November 18, 2022, Thomas E. Bosworth, Esquire, (“Bosworth”) was discharged from employment by the law firm of Kline & Specter, P.C. (“the Firm”).

2. At the time of his discharge, the Firm was gravely concerned about the quality of Bosworth's legal work, which the Firm had tried in good faith to rectify through counseling.

3. Upon his discharge, Bosworth immediately violated multiple provisions of his written employment agreement, including improper solicitation of Firm clients and failure to repay costs on departing files.

4. Furthermore, prior to November 18th, the Firm did not know that, for at least several months, Bosworth had been stealing clients from the Firm through various schemes as he secretly planned to leave the Firm, with Firm clients, to open his own law practice.

5. The Firm now seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; and all other recoverable compensatory and punitive damages.

PARTIES

6. Plaintiff Kline & Specter PC is a preeminent law firm in the United States concentrating in catastrophic injury litigation. The Firm has among the most large verdicts in the United States, having, by way of illustration, four of the Top 100 nationally in 2019. The Firm's lawyers hold impressive records in Pennsylvania, including the largest verdict in state history—an \$8 billion punitive damages award in a pharmaceutical case—and two of the largest verdicts in a contested liability case—\$120 million in a product liability case and \$109 million in a power line electrocution case. The Firm maintains a business address at 1525 Locust Street, Philadelphia, Pennsylvania 19102.

7. Thomas E. Bosworth is an adult individual who, from April 12, 2017 to November 18, 2022, was employed as an attorney by the Firm subject to a written Agreement in which the contractual and fiduciary duties owed by him, as well as other conditions of his employment, were carefully, clearly, and unambiguously stated. A true and correct copy of the Agreement is attached hereto and incorporated herein as Exhibit "A."

8. Bosworth Law is the name under which Bosworth is currently practicing law, which maintains a business address at One Liberty Place, 1650 Market Street – Suite 5600, Philadelphia, PA 19103.

JURISDICTION AND VENUE

9. Jurisdiction and venue are proper in Philadelphia County, Pennsylvania, because the Defendants purposefully directed harm at the Firm in Philadelphia County, Pennsylvania; the Firm was damaged in Philadelphia County, Pennsylvania; Defendant Bosworth resides and works in Philadelphia County, Pennsylvania; Bosworth Law maintains a principal place of business in

Philadelphia County, Pennsylvania; and the Firm's principal place of business is located in Philadelphia County, Pennsylvania.

FACTS

10. In April 2017, Bosworth's employment with the Firm began promisingly.

11. As he effusively stated to Thomas R. Kline, Esquire, and Shanin Specter, Esquire, the founding partners of the Firm, Bosworth "cannot begin to tell you how thrilled I am to join Kline and Specter as an attorney following my clerkship. This really is a dream come true for me.... Words cannot describe how grateful I am to work for you both. I can't wait to hit the ground running."

12. Bosworth signed an Agreement with the Firm in which he specifically agreed to "practice law only for the firm" and agreed that "[a]ll revenue derived from my practice of law will be paid to the firm." Exhibit "A" at clause (2).

13. And while he remained a Firm lawyer, Bosworth agreed that "[a]ny potential cases/clients that come to me will be presented to the firm for handling." *Id.* at clause (3).

14. As expressed in his Agreement, while he was employed by the Firm, Bosworth vowed, contractually and ethically, not only to treat the Firm fairly and honestly, but also to put the Firm's business interests first.

15. Per his Agreement and the governing code of ethics, Bosworth pledged not to compete with the Firm for business opportunities, and to diligently, competently and zealously represent the Firm's clients.

16. In exchange, Bosworth received from the Firm a substantial annualized salary, supplemented by considerable discretionary bonuses in June and December of each year, as well as significant non-salary benefits, including comprehensive healthcare coverage.

17. Bosworth was ultimately fired after multiple instances of professional misconduct and numerous failures to attend to his assigned cases came to light. Among his acts of professional misconduct are:

- a. In Case #1, a catastrophic injury case assigned to Bosworth between the case's filing on December 21, 2020, and when the case was transferred to another Firm attorney in January 10, 2022. While assigned to Bosworth, he failed to schedule or conduct depositions or complete other case-work, including any discovery beyond plaintiffs' generic initial set of written discovery to defendants or respond to discovery directed to plaintiff resulting in a court Order dated September 10, 2021, compelling the client's compliance with the outstanding written discovery. Both before filing the lawsuit and during the time after it was filed, he failed to arrange for the child's evaluation by a neurologist and a life care planner or to obtain economic information to enable the preparation of a report by a forensic economist. His colleague to whom the case was reassigned had to obtain an extension of the court-ordered deadlines because of Bosworth's failure to complete discovery while the case was assigned to him;
- b. In Case #2, a catastrophic injury case assigned to Bosworth in June 2022, he failed to schedule any depositions; to obtain all of the client's medical records; to arrange for the client's neurological and psychological evaluations; to arrange for a life care planner evaluation; to acquire economic information for an expert economic loss report; or to videotape the extremely ill client, or arrange for pictures;
- c. In Case #3, another catastrophic injury case assigned to Bosworth for more than a year before his firing, Bosworth failed to schedule depositions of the defendant physicians; to update the minor's treatment or Individualized Education Program records; to arrange for the minor's evaluation by a pediatric neurologist or life care planner; to obtain economic information from the minor's parents for an expert economic loss report; or to personally videotape the child; and had a sanction order entered against him for failing to respond to discovery, the payment of which he has failed to make in violation of the order. In this case as well his colleague to whom the case was reassigned had to obtain an extension of the court-ordered deadlines;
- d. In Case #4, a case involving a seriously injured adult assigned to Bosworth to work on in early January 2020, his failure to proceed with discovery resulted in separate orders being entered against him on September 9, 2021, compelling the Firm's client's deposition, and an order on September 29, 2021, compelling plaintiff's responses to

outstanding written discovery. He also failed to return client phone calls and to schedule needed depositions within the court-ordered deadlines. In this case as well his colleague to whom the case was reassigned had to obtain an extension of the court-ordered deadlines;

- e. In Case #5, a death case, Bosworth was the principal attorney from September 2021 to November 2022. During that time period, he failed to timely propound discovery on the defendants; to take any depositions or complete vital discovery before the passage of the discovery deadline under the then-governing Case Management Order; to retain an economic expert or lifecare planner; and was directed by the court to cooperate with opposing counsel due to his unprofessional behavior;
- f. In Case #6, a personal injury case in a jurisdiction outside of Pennsylvania, Bosworth was unable to secure referral counsel to pursue the matter and failed to communicate this fact with the clients by either telephone or email;
- g. In Case #7, assigned to Bosworth from November 2020 until early September 2022, involving cancer in a young man, he failed to respond to discovery; he had an order of discovery noncompliance entered against him on September 14, 2021, to which he never responded; and the case had to be reassigned to another Firm lawyer in August 2022, due to Bosworth's inattention.

18. The Firm's investigation also uncovered many cases Bosworth accepted which did not meet the Firm's criteria for offering representation, and which after accepting he then later ignored. These cases had to be reassigned from Bosworth to his colleague lawyers at substantial cost and expense to the Firm, and the clients' expectations were needlessly dashed upon being informed the Firm could not proceed with the prosecution of their claims. This includes hundreds of claimants with unscreened or improperly screened cases, and without a sound, documented basis to undertake the clients' representation.

19. The shortcomings of Bosworth's representation were pervasive in matters in which he was involved and assigned principal responsibilities, revealing major violations by him of several governing ethical rules, including Pa.R.Prof.Con. 1.1 (competence); 1.3 (diligence); 1.4(a)(3) (keeping client reasonably informed); 1.4(a)(4) (promptly complying with reasonable

requests for information); and 1.4(b) (requiring lawyer to explain matter to permit client to make informed decisions regarding representation).

20. And Bosworth's misconduct was not limited to his avoidance of his duties to respond to clients or the mismanagement of his caseload, but extended to representations made in Court and to the Firm.

21. Pa.R.Prof.Con. 8.4(c) states, "It is professional misconduct for a lawyer to ... engage in conduct involving dishonesty, fraud, deceit, or misrepresentation."

22. Pa.R.Prof.Con. 8.4(c) states, "It is professional misconduct for a lawyer to ... engage in conduct that is prejudicial to the administration of justice[.]"

23. For example, in late December 2021, Bosworth permitted the overreporting of the amount of the fee awarded in Case #8 and withheld from the Firm the fact that the court had reduced the fee.

24. Because of Bosworth's failure to disclose, he received greater discretionary compensation from the Firm in 2021 than he would have received had the Firm been aware of the actual amount of the reduced fee award.

A. Poaching Firm Clients While Employed by the Firm

25. Clauses (2) and (3) of the Agreement contractually obligated Bosworth to practice law only for the Firm—which was providing him with a substantial salary and other benefits—and present all potential matters to the Firm for handling as long as he remained employed.

26. And for the four years after his employment began at the Firm, Bosworth appeared to comply with the Agreement by signing up new Firm clients using a retainer agreement that specified the client was retaining the Firm for representation.

27. The standard retainer Bosworth had used from 2017 to 2021 specifically provided that the client appointed “Kline & Specter, P.C., as my attorneys to investigate and prosecute claims arising out of my personal injuries and damages” and “the compensation of Kline & Specter, P.C.” would represent a specified percentage of the recovery for the client.

28. Although unaware at the time, the Firm has since learned that during the period between receiving his June 2022 bonus and his November 18th firing, Bosworth was redirecting Firm clients to himself using retainer agreements he altered to emphasize these clients were retaining Bosworth only, making no mention of the Firm or its representation.

29. The “revised” retainer agreement Bosworth began to use for Firm clients starting in June 2022 provided that the Firm client appointed “Thomas E. Bosworth, Esquire, as our attorney to investigate and prosecute claims for personal injuries on our behalf.”

30. The retainer agreements “revised” by Bosworth and used by him after receipt of his mid-June 2022 bonus also specifically state that “the compensation of Thomas E. Bosworth, Esquire shall be” a specified percentage “of any recovery.”

31. The Firm did not authorize Bosworth’s “revised” client retainer agreement, or become aware he was using it until after his November 18th discharge.

32. But for at least several months while receiving a salary and benefits as a Firm lawyer, Bosworth was covertly signing-up Firm clients as his own, not on behalf of the Firm that employed him.

33. As a result, during this period, Bosworth was engaging in the unauthorized practice of law outside his employment with the Firm in violation of the Agreement, the governing ethical rules, and Pennsylvania law.

34. And his orchestration of the scheme to covertly steal clients from his then-employer, the Firm, is unmistakable.

35. The Firm has uncovered evidence of Bosworth's specific instructions to Firm staff directing them to "recast" the Firm's standard retainer agreement from one involving the Firm to one involving just Bosworth. Or, as Bosworth instructed: "Please put Thomas E. Bosworth, Esquire in place of Kline & Specter, PC" on the contingency agreement.

36. And by revising the Firm's standard retainer agreement in this fashion, Bosworth sought to guarantee that he – not the Firm – "shall" be compensated "forty percent of any recovery, plus reimbursement of expenses which shall include court filings, exhibits, photography, videography, expert witnesses, investigators, transcripts, photocopying, medical or other records, travel and meal expenses, computer research, printing, binding, postage, telephone, telefax, and courier service."

37. The Firm's investigation has revealed that Bosworth was successful in duping many Firm clients—including severely injured adults, fiduciaries of estates, and guardians of minor or incapacitated parties—to sign his "revised" retainer agreement, revised to identify him as their lawyer rather than the Firm.

38. Upon information and belief, the Firm clients who were duped by Bosworth were unaware of the contractual provisions in Bosworth's Agreement which forbade his retaining clients exclusive from the Firm and his solicitation of clients in a capacity other than on behalf of the Firm, and Bosworth deliberately chose not to share this information with them.

39. The Firm's investigation so far has uncovered dozens of instances where this fraudulent scheme by Bosworth worked in stealing business from the Firm while he was still

employed there as a lawyer, although this number is likely to increase significantly as the investigation continues and the audit/accounting relief requested herein is completed.

40. And at all times while employed at the Firm, Bosworth was fully aware of and appreciated the “Kline & Specter firm policy [which] requires that all new and potential cases be recorded on” the Firm’s system, “regardless of whether they are ultimately accepted.”

41. The Firm policy provides additionally that the “[Case Management] group must be notified immediately by email to [email address] of all new intakes so that [Case Management] record for the case can be created with little delay” and, stated prominently in bold type, “[a]ll new intake emails sent to the [Case Management] group should follow the format of the sample emails found at the end of this section.” (Emphasis in original omitted).

42. The Firm policy continues that:

“The [Case Management] group must also be informed immediately via email when a case is rejected, referred out or assigned to an attorney for investigation. The information provided should be as exhaustive as possible. For example, if a case is rejected, the [Case Management] group must record on [Case Management] the date and method of rejection (by telephone, email, etc.) as well as the attorney who handled the rejection.

The [Case Management] group should also be notified immediately of any changes to information for a case already on [Case Management], such as the client’s contact information, the deadline of the statute of limitations, etc.”

(Emphasis in original omitted).

43. Upon commencing his employment in 2017, Bosworth signed and dated an Acknowledgement of Receipt which memorialized his “receipt of the ... Kline & Specter, P.C. Handbook,” which contains the instructions regarding his need to timely report all client and potential client cases on the Firm’s system. The Acknowledgement states “you [Bosworth] are fully aware of the policies and procedures contained in this Handbook.”

44. As late as October 12, 2022, after Bosworth failed to report or record on the Firm's system his referral of a Firm client to other counsel he knew personally, Bosworth was reminded about the Firm's policies relating to clients, particularly in the context of referrals to outside counsel: "Every referral needs to be kept track of in the customary fashion that all referrals in our firm are tracked. 'Your' referrals are the firm's referrals and need to be integrated into our unified and uniform system."

45. Bosworth was able to hide his retainer scheme from the Firm by electing not to complete all of the steps necessary for reporting to the Firm the names of these Firm clients—signed up using his revised retainer agreements—in violation of the Firm's clear, unambiguous policies.

46. Before he was fired, Bosworth separately schemed to conceal from the Firm the identities of numerous potential clients with whom Bosworth had contact by also not reporting them as he was required to do honestly and in good faith pursuant to Firm policy.

47. The Firm's investigation has revealed that, on many occasions, Bosworth made no report of the names of the Firm's potential clients for inclusion on the Firm's system, despite the clear and unambiguous obligation under the Firm's policies for him to make timely disclosures.

48. At last count, Bosworth hid the identities of at least 126 clients from the Firm, but this number too is expected to grow as the Firm's investigation into Bosworth's deceit continues, and after the audit/accounting relief requested herein is completed.

49. The consequences of Bosworth's schemes to the Firm are substantial.

50. Since he concealed from the Firm the existence of these clients and potential clients, Bosworth ensured that only he could have contact with them, thereby leaving their matters solely

in Bosworth's control, depriving the Firm of the ability to communicate timely or effectively with its own clients and potential clients.

51. Bosworth's fraudulent misconduct has not only deliberately left the Firm in the dark as to the identities of its own clients and potential clients, but also as to the nature of these clients' specific legal needs, with potential deleterious consequences to the Firm and—more significantly—to the clients themselves.

52. And Bosworth implemented his fraudulent client-related schemes as part of his larger, secret plan to leave the Firm with a select book of Firm clients as soon as he was prepared to begin his own practice.

53. Bosworth also misappropriated Firm resources to recruit staff for his future practice once he had abandoned the Firm.

54. The Firm's investigation has additionally uncovered an instance where Bosworth made false representations to a court and, when confronted about these misrepresentations, he has taken no remedial action to date.

55. In sum, while the Firm fulfilled its end of the bargain by providing Bosworth with significant compensation and benefits, Bosworth, in exchange, was shirking his work responsibilities in violation of his contractual, ethical and professional duties while devoting his energies to, *inter alia*, recruiting and stealing Firm clients; falsifying internal Firm records to conceal his deceit; and secretly setting up a new practice for himself, exploiting firm resources to do so, and shamelessly devoting most of his energy to self-promotion on social media, all to the detriment of the Firm, its clients and potential clients.

B. Firm Counseling

56. The Firm, especially the founding partners, as well as other attorneys, made multiple counseling attempts of Bosworth over the years with respect to his professional shortcomings. Bosworth acknowledged the appropriateness of this counseling. In 2011, Bosworth told Shanin Specter: “My wife tells me you are my professional guardrail and I should listen to you.”

57. By August of 2022, although as yet unaware of Bosworth’s clandestine efforts to undermine the Firm for his own benefit, the Firm had become increasingly concerned that Bosworth was devoting too much time to self-promotion and not nearly enough to his existing cases and clients, and raised those concerns directly with Bosworth with the hope he would improve his work habits and adjust his priorities.

58. However, the Firm’s counseling had no effect, and Bosworth’s professional shortcomings continued, becoming in some ways even more noticeable.

59. In response, and out of concern for Bosworth’s ability to “work[] the files” he had been assigned, the Firm reduced Bosworth’s caseload with the expectation that fewer case responsibilities might improve his work-product, and reassigned some cases from Bosworth to other Firm lawyers.

60. Following reassignment, the newly assigned Firm lawyers began to uncover Bosworth’s longstanding failures to properly attend to the cases and the needs of the clients.

61. Yet, despite having reduced case responsibilities, Bosworth’s work performance did not improve.

62. Instead, Bosworth’s attitude became even more combative.

63. He broke Firm protocol by secretly accessing without approval sensitive Firm data stored on the Firm's system to lodge his complaint over his reduced caseload.

64. By this point, the Firm had had enough and reproached Bosworth.

65. On October 17, 2022, Bosworth was told in writing that his "snooping" around his "colleague's files and data" on the Firm's system "was none of [his] business" and he was "admonished for doing so."

66. Bosworth was additionally told that his complaint about his reduced caseload "was myopic[] and selfish[]" since he "kn[e]w many of the [reassigned] cases will soon drop off these lawyers' case totals," because the cases did not meet the Firm's criteria for acceptance and, therefore, Firm representation should not have been extended by Bosworth in the first place.

67. Bosworth was also informed that his acceptance of many cases without performing "the necessary due diligence" now required their dismissal by the Firm at great distress to the clients and costs to the Firm.

68. The Firm reiterated that Bosworth's reduced caseload was due to his "not working the[] files."

69. After the cases were reassigned from Bosworth to his colleagues, he was told:

"the files are being worked, discovery requests that you'd ignored for months are being answered and non meritorious matters are being declined or dismissed. Clients and referral lawyers who had their hopes falsely raised by you are now treated professionally and respectfully."

70. Bosworth was told that "[e]ven with 40 cases, you don't get your work done. Emails go unanswered, work product is uneven, assignments not completed. [But] [y]ou do, however, seem to think you have plenty of time for self-promotion."

71. Bosworth was likewise told:

“We [the Firm] are now working our way out of a large series of messes of your creation at great expense, aggravation and demoralizing time waste to many lawyers and staff at Kline & Specter, including the two of us, largely without your help. Your email cites to the stupendous number of files you’ve originated, with no hint of irony and no trace of recognition of the havoc you’ve wrecked by foolishly accepting unmerited requests for representation.”

72. And the Firm further emphasized to Bosworth:

“You fail to acknowledge, express regret for or remedy your unprofessionalism in accepting more cases than you could handle; not doing the minimal investigation necessary to see that most of these matters should have been and now should be declined; not working the files once accepted; expending firm money and resources selfishly and wastefully; creating false expectations among clients, colleagues, referral lawyers and us that these matters were meritorious; and then mostly absenting yourself from the dismissals and declinations, thereby requiring us and others to clean up your messes. This is all not just irresponsible and insensitive, but it raises fundamental issues about your character and fitness to practice law.

You seem determined to see and say things as they aren’t, whether it’s the facts or merits of a case, the amount of a fee, the role of your colleagues, or the rudiments of your practice. Your arrogant and destructive self-absorption, your amateurish conniving (like your email below), your apparent detachment from reality and your repetitive failure to provide competent representation are incompatible with your remaining an attorney at Kline & Specter, or for that matter, practicing law anywhere.”

77. In clear, unambiguous language, Bosworth was told:

“It is you who have treated your colleagues, clients, referral lawyers and Tom Kline and me [Shanin Specter] unfairly. Any other firm would likely have fired you long ago. Tom Kline and I have thought that saving your professional life is a worthwhile cause. You persist in forcing us to conclude it’s a hopeless and counterproductive cause.

That’s a matter of regret to Tom Kline and me, because buried beneath your multiple failings we see your talents, and because we are deeply committed both personally and professionally to all who practice here, including you. But even our generosity with our time, money and patience has its limits. Correspondingly, we need to be sensitive to our clients, colleagues and referral lawyers who’ve wasted their time and energy due to you.

There are three options: shape up, quit or be fired. The latter will occur if the former doesn’t.”

73. The Firm's attempt to counsel Bosworth fell on deaf ears.

74. Post-counseling, Bosworth became more unstable, culminating, in mid-November 2022, with the Firm being left with no other option but to fire Bosworth.

75. Just prior to his firing, the need arose to prepare a response in opposition to a case-dispositive motion in a substantial Firm case to which Bosworth was assigned.

76. Bosworth was consulted about the response and directed to work on preparing it with a colleague who had extensive experience in such matters.

77. Bosworth, however, chose to ignore this direction of a founding partner, unilaterally deciding to complete the opposition response on his own without consulting his colleague as instructed.

78. In direct defiance, Bosworth completed and filed the opposition response without assistance.

79. The Firm learned of Bosworth's brazen insubordination only after he had filed the opposition response.

80. The Firm obtained and reviewed a copy of the response Bosworth had filed.

81. As feared, the opposition response by Bosworth was abysmally substandard. The document was disorganized, making the weakest argument first and burying the key facts. It was grossly intemperate, including unprofessionally calling the principal defendant a "lunatic." It was a submission unworthy of filing and a disservice to the clients.

82. Cognizant of its duties owed to the client, both professionally and ethically, the Firm took the extraordinary step of withdrawing the response and replacing it with an appropriate work-product, which was prepared by the Firm lawyer with whom Bosworth had earlier been directed to work.

83. Following this, and in what seems now to have been a premeditated pattern of misbehavior by him to sabotage his employment relationship with the Firm, in a Zoom meeting with the client, Bosworth undermined his Firm superior by contradicting the superior on a key aspect of professional advice.

84. Taken aback by Bosworth's brash insubordination, as well as his growing instability and unreliability, the Firm resolved that Bosworth should withdraw his appearance from the case, and directed him to do so, a direction with which Bosworth said he agreed.

85. But, Bosworth declined to withdraw his appearance as he had agreed and then falsely stated why he had failed to do so, upon which he was discharged.

86. On the same day of Bosworth's firing, the Firm received even more disturbing news about Bosworth.

87. In a letter addressed to the United States District Court in a Firm case filed in federal court in the Western District of Pennsylvania, an opposing counsel described in-depth the shocking misbehavior by Bosworth for which sanctions would be sought.

88. The letter recounted serial unprofessional behavior by Bosworth, which included, among other things, instances of his improper coaching of witnesses at depositions, gratuitous *ad hominem* attacks on opposing counsel, and intimidation of defense witnesses.

89. Beyond all bounds of acceptable professional conduct, the letter described Bosworth calling opposing counsel "a liar," and degrading her with such statements as she has "a hearing problem, a comprehension issue, or a personality disorder;" "I don't think your intelligence is as low as your questions reflect," and she has "a false sense of arrogance," among other smears and conduct unbecoming an officer of the court.

90. Bosworth's misbehavior described in the November 18th letter exceeded tolerable conduct to the extent that the federal court presiding over the case took the unusual step of scheduling a conference to address his misbehavior.

91. At the conference on December 5, 2022, the Federal Court characterized Bosworth's conduct at issue as "extremely disturbing" for which the Court felt obligated to address, particularly due to "previous behavior of [Bosworth] here in the courtroom," about which the Court was "extremely dissatisfied" and viewed as having "not [been] ... conducted in good faith."

92. And Bosworth's conduct called into question is not an isolated incident but rather an escalation of his behavior towards opposing counsel for which he had been previously admonished. By way of illustration, Bosworth was admonished about calling a different opposing counsel "dishonest" during the course of a deposition, and, despite the admonishment, he continued the same kind (apparently even worse) misbehavior in depositions in the case before the Federal Court.

93. As Bosworth was earlier told by a founder of the Firm: "I, for one, am tired (exhausted) by the ad hominem lashing out at other members of the bar and others. That includes your lashing of [a Firm staff member] yesterday. It is all a disservice to you and to our law firm. I will talk to you about all of this when I am less furious."

94. Bosworth's dishonesty and unfair dealings towards the Firm continued even after he was fired, as he has relentlessly pursued Firm clients for himself, disdainful of his obligations owed to the Firm under the Agreement or professional ethics.

C. Violations of Post-Employment Obligations and Duties Owed to the Firm

95. The Agreement provides for a fair, reasonable, well-thought-out, and orderly transition when a lawyer is no longer employed by the Firm. Exhibit “A” at clause (6).

96. The Agreement provides that the named partners of the Firm “will [] contact the clients and referral counsel before [the departing lawyer] ha[s] any contact with any client or referral lawyer regarding [the lawyer’s] departure.” *Id.*

97. Clause (6) of the Agreement applies “to all cases, open and pending, and any person who contacted [the departing lawyer] or the firm regarding a potential case.” *Id.*

98. Captured within the Agreement, and also separately required under the governing ethical Rules of Professional Conduct, are the requirements that the departing lawyer:

- a. protect the interests of the Firm’s clients;
- b. be honest and fairly deal with the Firm;
- c. refrain from notice to Firm clients that is dishonest, fraudulent, deceitful, or contains misrepresentations;
- d. be able to provide competent and diligent representation to clients from whom elections of representation are sought;
- e. be able to competently and professionally carry out the representation the client requires; and,
- f. be candid and fair with the lawyer’s former employer law firm.

99. After being fired, Bosworth was unconcerned with these requirements, electing to embrace a Machiavellian approach to client solicitation whereby the ends would justify the means.

100. Virtually immediately after his firing, Bosworth ignored the orderly transition process under clause (6) of the Agreement and began unilaterally contacting Firm clients, some

whose identities the Firm knew while many others it did not due to Bosworth's success in fraudulently concealing new and potential clients while employed by the Firm.

101. Within days, the Firm was receiving election notices prepared by Bosworth memorializing his election by clients, Firm clients whom the Firm was supposed to contact under the Agreement.

102. Because of Bosworth's deceit while employed at the Firm and/or his refusal to comply with clause (6) of his Agreement, the Firm was denied opportunity to speak pre-election with the Firm clients pursued unilaterally by him.

103. And the Firm has learned after-the-fact that in his solicitations of Firm clients, Bosworth made false or dishonest representations to clients, or withheld material information necessary to a client's informed decision on representation.

104. With no one for the Firm present to protect its interests, the Firm has learned that Bosworth solicited a Firm client under the false pretense that he resigned voluntarily from the Firm, a patent lie since he was fired.

105. And, the Firm has also learned that, when soliciting Firm clients, Bosworth has withheld information from these clients which is material to their informed elections. For instance, Bosworth did not explain to the client Bosworth's financial obligations owed to the Firm should the client elect Bosworth; the Firm's contractual and lien interests in the client's case; the substantial financial obligation Bosworth would immediately owe to the Firm if elected; his prodigious track record of case inattentiveness (including missing deadlines and producing substandard work-product in assigned cases), among other things.

106. The Firm understands that Bosworth does not discuss with Firm clients the significant capital outlay which must be made to prosecute the client's case or how he will meet

this staggering financial burden with his limited financial means; his limited staff and facilities available to support the prosecution of the client's large, complex case; his lack of sufficient legal malpractice insurance coverage to protect the client; among other necessary disclosures.

107. In his haste to poach Firm clients, the Firm has learned that Bosworth has even resorted to the unauthorized practice of law to solicit an election from a Firm client who resides outside of Pennsylvania.

108. For example, Firm clients in New Jersey (Case #9) have reported back to the Firm that when they elected Bosworth following his unilateral solicitation, Bosworth made no mention that his license to practice law was administratively suspended in New Jersey, the jurisdiction for the client's claim. The Firm clients were shocked to learn Bosworth's license in New Jersey was suspended, and were displeased Bosworth had not disclosed this important fact when he solicited their election. The clients believed this information was critical for them to know pre-election.

109. While the Firm's investigation continues, these examples of a typical solicitation by Bosworth of Firm clients demonstrate that he has deceived the clients and deprived them of the ability to make informed elections on representation.

110. As to the written elections of Bosworth provided to the Firm, Bosworth has refused, despite repeated demands, to pay the Firm the costs and expenses incurred to date on each client file, even though the Firm has agreed to release the files to him to protect against prejudice to the client.

111. But, clause (8) of the Agreement clearly and unambiguously provides:

“[i]f, in the event of [the lawyer's] departure, a client chooses [the lawyer] as his/her/their counsel, [the lawyer] will, prior to the file leaving this office, cause to be repaid to K&S all of the file costs on the file and will assume full responsibility as guarantor in the place of K&S for any obligations (such as letters of protection, etc.).”

112. Putting aside the illegitimacy of the elections presented to the Firm by Bosworth, the aggregate costs and expenses on the files exceeds \$620,000.00, as the itemized files costs provided to Bosworth support.

113. The obligation to pay this aggregate amount in file costs and expenses is owed now by Bosworth to the Firm and, if he cannot now pay this amount, the Firm clients who elected him need to be so informed to reassess his financial ability to prosecute their expensive cases.

114. The full record of Bosworth's misconduct involving the Firm is not yet available as the Firm's investigation continues and the averments herein will be supplemented as additional information is obtained from the investigation, as well as the audit/accounting of Bosworth's practice requested herein and contractually authorized under clause (10) of the Agreement.

COUNT I
Breach of Contract
Plaintiff v. All Defendants

115. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

116. On April 12, 2017, Bosworth entered into an Agreement with the Firm. *See* Exhibit "A."

117. The Agreement is a valid and enforceable contract, as all the elements of a valid contract are present, and there are no defenses to its enforcement.

118. Bosworth breached this Agreement by failing to perform various required acts, including:

- a. Failing to practice law only for the Firm as required under clause (2) of the Agreement;

- b. Failing to disclose clients for the Firm's handling as required under clause (3) of the Agreement;
- c. Failing to repay the file costs and expenses on cases for which he has provided an election as required under clause (8) of the Agreement;
- d. Failing to comply with the procedure for contacting clients specified in clause (6) of the Agreement;
- e. Failing to acknowledge the Firm's interest in cases as required and specified in clause (7) of the Agreement.

119. Bosworth's breaches of the Agreement have benefitted his new law practice, Bosworth Law, while causing substantial and continuing damages to the Firm.

120. The Firm has performed all of its obligations under the Agreement.

121. As a direct and proximate result of the Defendants' breaches of the Agreement with the Firm, the Firm has sustained, and will continue to sustain, substantial damages.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and/or Bosworth Law and seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest

in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; all other recoverable compensatory and punitive damages; and such other relief as the Court may deem appropriate.

COUNT II
Intentional Interference with Present and Prospective Economic Advantages
Plaintiff v. All Defendants

122. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

123. The Firm had, and has, an expectancy in continuing or initiating advantageous economic relationships with current and prospective clients.

124. These relationships contained the probability of future economic benefit to the Firm in the form of contingency fees from successful prosecutions of each client's catastrophic case.

125. Had Defendants refrained from engaging in the unlawful and wrongful conduct described in this complaint, there is a substantial probability that the Firm's clients would have signed retainer agreements and/or continued their agreements for representation by the Firm.

126. Defendants were aware of these economic relationships and intended to interfere with and disrupt them by, including but not limited to, wrongfully:

- a. "Revising" the Firm's standard retainer agreement while Bosworth was employed by the Firm without the Firm's approval or authorization;
- b. Denying the Case Management group information to identify and monitor matters involving the Firm's potential clients;
- c. Unilaterally contacting Firm clients after Bosworth's discharge;

- d. Withholding information material to the Firm's clients' informed elections on representation;
- e. Soliciting Firm clients under false pretenses;
- f. Withholding from the Firm's clients Defendants solicited post-discharge their financial obligations owed to the Firm should the client elect them, as well as the substantial financial obligations immediately owed by the Defendants to the Firm if the client elected them.

127. Defendants' conduct was wrongful by a measure beyond the fact of the interference itself. Bosworth defrauded the Firm of its funds and resources by taking the Firm's money and misusing its apparatus to practice law for himself and not the Firm. He breached his Agreement with the Firm, enabling himself to have an advantage to get to the Firm's clients and secure their representation. His scheme was to knowingly violate the Agreement, a contract he knew was meant to protect the Firm, and then advantage himself. In doing so, Bosworth made fraudulent representations or material omissions to accomplish his scheme.

128. Defendants' conduct, as alleged above, constitutes violations of the common law duties of loyalty owed to the Firm pre-and post-Bosworth's discharge, exclusive of any contractual arrangement.

129. As a result of Defendants' acts, the Firm's above-discussed relationships with clients have been actually disrupted, causing certain current and prospective clients to contract with Defendants instead of the Firm.

130. As a direct and proximate result of the Defendants' actions, the Firm has suffered economic harm, including but not limited to, loss of profits from representations of current and prospective clients. Defendants' wrongful conduct was a substantial factor in causing this harm.

131. Defendants' interference with the Firm's prospective economic advantage with its current and future clients, as described herein, was willful, malicious, oppressive, and in conscious disregard of the Firm's rights, and the Firm is therefore entitled to an award of punitive damages to punish their wrongful conduct and deter future wrongful conduct.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and/or Bosworth Law and seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; all other recoverable compensatory and punitive damages; and such other relief as the Court may deem appropriate.

COUNT III
Breach of Fiduciary Duties
Plaintiff v. All Defendants

132. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

133. As an employee and agent of the Firm, Bosworth owed fiduciary duties of care, loyalty and good faith to the Firm, including acting with the utmost good faith in furtherance and advancement of the Firm's interest; agreeing not to act during the period of his agency with the Firm for himself when his interests conflicted with those of the Firm in legal matters in which he was employed by the Firm; acting solely for the benefit of the Firm in all matters concerned with his agency; and refraining from soliciting business from the Firm in violation of his Agreement and common law/social duties owed to the Firm.

134. Bosworth breached his fiduciary duty of care by, among other things, routinely surreptitiously poaching Firm clients while employed at the Firm; withholding information he was required to disclose to the Firm about potential clients so that only he could have contact with them; misappropriating Firm resources to start his own firm while planning to leave the Firm; and orchestrating his firing by the Firm under false pretexts.

135. Bosworth Law was a beneficiary of Bosworth's fiduciary misdeeds.

136. The Firm has been damaged by Bosworth's breaches of his fiduciary duties.

137. Defendants' fiduciary breaches, as described herein, were willful, malicious, oppressive, and in conscious disregard of the Firm's rights, and the Firm is therefore entitled to an award of punitive damages to punish their wrongful conduct and deter future wrongful conduct.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and/or Bosworth Law and seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against

the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; all other recoverable compensatory and punitive damages; and such other relief as the Court may deem appropriate.

COUNT IV
Fraud
Plaintiff v. All Defendants

138. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

139. Bosworth committed actionable fraud against the Firm by way of affirmative misrepresentations and the concealment of material facts.

140. From June 2022 to November 18, 2022, when he was fired, Bosworth falsely and fraudulently misled the Firm into believing he was retaining Firm clients through the Firm's standard retainer agreement when he in fact was using a retainer agreement which made no reference to the Firm – and instead named only him – and obligated that a percentage of any recovery obtained for the client be paid to him, and not to the Firm.

141. The retainer agreement Bosworth was then secretly using to retain Firm clients was “revised” per Bosworth's direction and without the Firm's knowledge, authorization or approval, authorization and approval Bosworth knew the Firm would not provide, and knowledge thereof Bosworth knew would result in his summary discharge.

142. In addition, during that same period of time, Bosworth deliberately concealed the identities of potential Firm clients by withholding from the Firm information he was required to provide under Firm policies and his status as a Firm lawyer. His concealments of the Firm's clients' identities from the Firm was done intentionally to give him an advantage to secure his representation of the clients once he left the Firm.

143. Bosworth also fraudulently induced Firm clients to elect him when he knowingly breached the Agreement and neglected to disclose that and other facts to the Firm's clients.

144. At all times relevant and material hereto, Bosworth fraudulently represented to the Firm that he would honor and comply with the duties and obligations owed to the Firm under his Agreement while employed at the Firm and post-employment as expressed under the Agreement; a representation on which the Firm reasonably relied.

145. Based on Bosworth's false representation, the Firm was induced to believe he would be loyal to and act in good faith with the Firm; act in furtherance and advancement of the Firm's interest; not act for himself when his interests conflicted with those of the Firm; act solely for the benefit of the Firm in all matters concerned with his agency; and refrain from soliciting business from the Firm in violation of his Agreement and the common law/social duties owed to the Firm.

146. In reliance upon Bosworth's promises and representations, and in ignorance of the concealed facts discussed herein, the Firm was induced to pay him substantial compensation and provide him substantial other costly benefits.

147. In reliance upon these fraudulent promises and representations by Bosworth, as well as his fraudulent concealments, the Firm has sustained substantial damages.

148. Bosworth Law has been a beneficiary of the fraudulent misconduct by Bosworth directed to the Firm.

149. Defendants' fraudulent misconduct was willful, malicious, oppressive, and in conscious disregard of the Firm's rights, and the Firm is therefore entitled to an award of punitive damages to punish their wrongful conduct and deter future wrongful conduct.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and/or Bosworth Law and seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; all other recoverable compensatory and punitive damages; and such other relief as the Court may deem appropriate.

COUNT V
Unjust Enrichment/Restitution
Plaintiff v. All Defendants

150. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

151. In an effort to avoid his contractual responsibilities owed under the Agreement, Bosworth appears to have orchestrated his firing by the Firm under the false pretext that the Agreement would not apply if he was discharged by the Firm, even though (a) the Agreement applies whether the departing lawyer quits or was fired and (b) the orchestration of his firing is itself a violation of his contractual and ethical duties to treat the Firm fairly and honestly.

152. The Agreement applies. But, if the Agreement is found not to apply, in whole or in part, to any portion of the dispute herein, at all times relevant to this litigation, Bosworth was required to not unfairly or unduly take advantage of the Firm or commit wrongful acts in order to undermine the Agreement or unjustly enrich himself at the Firm's expense or at the expense of the Firm's property or financial interests.

153. While employed by the Firm, Bosworth unjustly enriched himself by wrongfully converting, taking, utilizing or managing the property and financial interests of the Firm, an enrichment unjustly received also by Bosworth Law.

150. Such acts and omissions leading to Bosworth's and Bosworth Law's unjust enrichments are the actual and proximate cause of harm to the Firm.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and/or Bosworth Law and seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the

professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; all other recoverable compensatory and punitive damages; and such other relief as the Court may deem appropriate.

COUNT VI
Conversion
Plaintiff v. All Defendants

151. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

152. At all times relevant hereto, the Defendants were required not to convert the Firm's property to their own use and benefit.

153. As set forth above, the Defendants breached that duty on more than one occasion, and such breaches were the actual and proximate cause of harm to the Firm.

154. The Firm did not consent to either Defendant's surreptitious misappropriation of Firm property, and the Defendants lacked lawful justification for their misappropriations.

155. As a direct and proximate result of the Defendants' misconduct, the Firm has suffered and continues to suffer harm.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and/or Bosworth Law and seeks enforcement of Bosworth's written employment agreement, including repayment of costs on departing files; an audit/accounting of the records of Bosworth's new practice, including all records and data he removed from the Firm's offices and computer systems; the return of the Firm's property, records, or data removed by

Bosworth; damages in the form of disgorgement of wages paid to Bosworth while acting against the Firm's interests; disgorgement of any fees obtained or which may be obtained by Bosworth's misconduct, breach of contract, and/or breach of the governing common law as embodied in the professional ethical rules; compensation for the loss of significant business opportunities; damages for Bosworth's breach of his employment agreement; protection of the Firm's interest in any other case in which a Defendant has an interest; repayment of costs incurred as a result of Bosworth's deceit and dishonesty both before and after his firing; disclosure to departing clients of those facts they should have been told when making an election; all other recoverable compensatory and punitive damages; and such other relief as the Court may deem appropriate.

COUNT VII
Declaratory Relief
Plaintiff v. All Defendants

156. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

157. An actual controversy has arisen and now exists between the parties concerning the following issues:

- a. Defendant's lack of compliance with the Firm's Agreement;
- b. The Firm's interest in matters in which clients retained Bosworth while he was employed by the Firm but without the Firm's knowledge;
- c. The Firm's interest in matters referred by Bosworth to other counsel while employed by the Firm without the Firm's knowledge;
- d. The Firm's interest in other matters in which Bosworth or Bosworth Law has an interest;

- e. The Firm's interest in matters referred for representation by Bosworth or Bosworth Law;
- f. The adequacy and/or propriety of representations by Bosworth prior to client elections;
- g. Other issues to be shown according to proof.

158. Judicial declarations are necessary and appropriate at this time to enable the parties to ascertain their rights and duties to each other.

WHEREFORE, Plaintiff Kline & Specter, P.C., demands judgment against Defendants Thomas E. Bosworth and Bosworth Law, and such other relief, injunctive or otherwise, this Court may deem warranted.

COUNT VIII
An Accounting/Audit
Plaintiff v. All Defendants

159. The averments in the foregoing paragraphs of this complaint are incorporated herein as though set forth in full.

160. Bosworth and/or Bosworth Law have obtained business or business opportunities through the use of unlawful conduct including, but not limited to:

- a. Stealing Firm clients while Bosworth was employed by the Firm;
- b. Misappropriating Firm assets to set up Bosworth Law;
- c. Intentionally engaging in the unauthorized practice of law both during and after his employment by the Firm;
- d. Breaching his Agreement governing his post-discharge contacts with clients;

e. Interfering with the Firm's prospective economic advantage with its existing and potential clients.

161. Bosworth and Bosworth Law have received, or will receive, money as a result of their misconduct, at the Firm's expense, and that some or all of that money is rightfully due to the Firm.

162. And Bosworth and Bosworth Law have to date improperly attempted to conceal the full extent of their wrongdoing and the harm they have caused and continue to cause the Firm.

163. The amount due from Bosworth and Bosworth Law to the Firm is unknown to the Firm and cannot be ascertained without an accounting and audit of the business of Bosworth's law practice.

164. Clause (10) of the Agreement provides:

If I depart and any clients or referral counsel follow me, I give K&S the right to have an auditor/accountant audit my new practice's books to determine compliance with this agreement and I will provide annual reports regarding the status of any departed files[.]

165. The Firm is entitled to a full audit and accounting of Bosworth's new practice.

WHEREFORE, Plaintiff Kline & Specter, P.C., requests an equitable accounting of the records, data and the like for Defendant Bosworth Law, Thomas E. Bosworth's practice, and all other relief, injunctive or otherwise, that this Court deems just and appropriate.

JURY TRIAL DEMANDED

Plaintiff hereby demands a trial by jury of eight members.

LAMB McERLANE PC

By: /s/ Joseph R. Podraza, Jr.

Joseph R. Podraza, Jr., Esquire

jpodraza@lambmcerlane.com

William H. Trask, Esquire

wtrask@lambmcerlane.com

One South Broad Street, Suite 1500

Philadelphia, PA 19107

(215) 609-3170

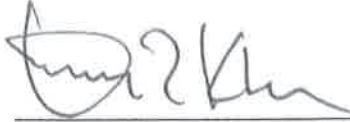
Date: December 28, 2022

Counsel for Plaintiff Kline & Specter, P.C.

VERIFICATION

I, Thomas R. Kline, Esquire, state that I am authorized to take this verification for the Plaintiff in the forgoing action and verify that the statements in the foregoing document are true and correct to the best of my knowledge, information, and belief. I do further understand that these statements are made subject to the penalties of 18 Pa.C.S. Sec. 4904, relating to unsworn falsification to authorities.


12/27/22
Date


Thomas R. Kline, Esquire

VERIFICATION

I, Shanin Specter, Esquire, state that I am authorized to take this verification for the Plaintiff in the forgoing action and verify that the statements in the foregoing document are true and correct to the best of my knowledge, information, and belief. I do further understand that these statements are made subject to the penalties of 18 Pa.C.S. Sec. 4904, relating to unsworn falsification to authorities.


12/27/22
Date


Shanin Specter, Esquire

VERIFICATION

I, Amy Guth, Esquire, state that I am authorized to take this verification for the Plaintiff in the forgoing action and verify that the statements in the foregoing document are true and correct to the best of my knowledge, information, and belief. I do further understand that these statements are made subject to the penalties of 18 Pa.C.S. Sec. 4904, relating to unsworn falsification to authorities.

12/27/22
Date



Amy Guth, Esquire

EXHIBIT “A”

AGREEMENT

As an attorney to be employed at Kline & Specter, P.C. [hereinafter "K&S"], I acknowledge the growth of the firm and its success, and understand that the equity partners, Shanin Specter and Tom Kline, value my role and the roles of my colleagues. I also acknowledge the benefits that K&S will provide to me personally and professionally. I also understand the need, given the size and growth of the firm, and its position in the community, to protect the firm's stability, both now and into the future, through this agreement.

As such, I acknowledge the following terms and conditions of employment at K&S:

- (1) Employment is on an at-will basis;
- (2) As long as I am an employee of the firm, I will practice law only for the firm. All revenue derived from my practice of law will be paid to the firm.
- (3) Any potential cases/clients that come to me will be presented to the firm for handling. In the event that I originate the client in a matter that has no referral lawyer and the firm keeps the case, I will receive as an origination fee one-third of the firm's gross fee, provided I am employed by the firm when the fee is paid to the firm. This origination fee is not intended to be a limitation on my compensation in relation to this case, but rather is a floor. In the event the firm does not keep the case but rather refers it elsewhere, I will receive one-half of the firm's referral fee provided I am employed by the firm when the fee is paid to the firm.
- (4) K&S will pay me an annualized salary ("draw") along with significant non-salary benefits, including periodic distributions expected in June and December of each year, based upon my professional performance and contribution to the success of cases, whose timing and amounts are at the sole discretion of the equity partners;
- (5) K&S will provide my disability insurance of 60% of my total income, with disability payments up to \$10,000 per month, with terms per the insurance policy;
- (6) I may leave K&S at-will, but I agree to provide at least two (2) months notice to K&S prior to my departure, which K&S may utilize in whole or in part. This will permit an orderly transition to a newly assigned attorney. I will first notify Tom Kline and Shanin Specter of my intention to leave, who will then contact the clients and referral counsel before I have any contact with any client or referral lawyer regarding my departure. This will apply to all cases, open and pending, and any person who contacted me or the firm regarding a potential case;
- (7) In the event I leave K&S for any reason, and any person decides to hire me to continue to represent him/her/them, I will recognize the current referral attorney as referral counsel under the same arrangements as in place with K&S, and will also pay K&S one-third of the gross amount of any fee generated at the time of distribution. For example, if a case departs with me and settles for \$1 million and the gross attorneys' fee was forty (40%) percent, and if there was a one-third referral fee, Kline & Specter shall be paid \$133,333.33 at the time of distribution. In the event there is no referral lawyer, I will pay to the firm one-half of the gross fee generated in relation to this file. For example, if a case departs with me and thereafter settles for \$1 million and the attorneys' fee was forty (40%) percent of the gross recovery, and there was no referral lawyer, Kline & Specter shall be paid \$200,000 at the time of distribution. I will explain this arrangement to any client before

undertaking his/her/their representation. I will not, however, solicit any client to leave K&S either before or after notice to K&S of my expected departure;

- (8) If, in the event of my departure, a client chooses me as his/her/their counsel, I will, prior to the file leaving this office, cause to be repaid to K&S all of the file costs on the file and will assume full responsibility as guarantor in the place of K&S for any obligations (such as letters of protection, etc.);
- (9) In the event of my departure, I will retain no documents, files, client or referral counsel lists, case lists, computer data or any other information of or relating to K&S, its clients or its files. I recognize that all such things and information are the exclusive property of K&S. I will not share any client or firm information with anyone;
- (10) If I depart and any clients or referral counsel follow me, I give K&S the right to have an auditor/accountant audit my new practice's books to determine compliance with this agreement and I will provide annual reports regarding the status of any departed files;
- (11) I agree to the enforcement of the agreement by either binding arbitration under the Arbitration Act of 1980 or through court action, at the option of K&S;
- (12) Before accepting any new employment, I will inform the new firm of the obligations herein;
- (13) I acknowledge the enormous benefits of working at K&S and the tremendous investment of Tom Kline and Shanin Specter in K&S of millions of dollars and years of work in building the firm to a place where I expect to derive both professional and personal benefits, and hence the need for the formalization of our relationship which all expect to advance in a prosperous and collegial way;
- (14) I recognize that all attorneys will benefit by this agreement, as will the entire firm by helping to ensure the prospects of the firm in the near and long-term, even subsequent to the departure of any attorney, including an equity partner; and
- (15) This constitutes the entire agreement on the subjects herein. There are no oral or other understandings. Any modification of this must be in writing.

Dated: _____

4/12/17


ATTORNEY NAME

THOMAS BOSWORTH